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First Term 1812 1

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight One of His Majestys Justices of the Supreme Court of Judicature at Madras of the First Term in the year One thousand Eight hundred and Twelve —

Madras } Punjum Sing puts in his place Daniel Veale
to wit } his Attorney against Charles Ellis Esqr. in a Plea
of Trespass &c. —

Madras } The said Charles Ellis in his own proper person
to wit } at the suit of the said Punjum Sing in the Plea
aforesaid. —

Madras } Be it remembered that as of the Fourth
to Wit } the Year of our Lord One thousand Eight
and Eleven before the Supreme Court of Judi
at Madras came Punjum Sing by
Veale his Attorney and brought into the
Court then there his certain Plaint against
the said Charles Ellis in a Plea of Tres
on the Case and there are Pledges
prosecution to wit John Doe
Roe which said Plaint follows in these

Madras to Wit

Plaint in Assumpsit filed 8th October 1811.

Punjum Sing an Hindoo Inhabitant of Madras by David Neale his Attorney Complains of Charles Ellis Esquire who is a British Subject and as such Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas the said Charles heretofore to wit on the twenty fourth day of January in the Year of our Lord One thousand Eight Hundred and Seven at Pennarie to wit at Madras, according to the Custom of Merchants made and drew his certain Bill of Exchange in writing bearing date the same day and Year aforesaid upon one Culloor Venkettaroiloo then Drawing at Madras and thereby required him the said Cullaor Venkettaroiloo at ten days after the date thereof to pay to the said Punjum Sing or his order the Sum of One Hundred and twenty five (125) Star Pagodas and to place the same to the account of him the said Charles and then and there delivered the said Bill to the said Punjum Sing and the said Punjum Sing doth aver that he the said Punjum Sing afterwards to wit on the thirty first day of January in the said Year One thousand Eight Hundred and

No 1

and

and Seven at Madras aforesaid according to the
Custom of Merchants Shewed and presented the
said Bill to the said Culloor Venkettaroiloo for his
acceptance thereof and then and there required him
the said Culloor Venkettaroiloo to accept the same,
but the said Culloor Venkettaroiloo did not nor
would then and there accept the said Bill, but
then and there wholly and absolutely refused so to
do whereof the said Charles afterwards to wit on the
first day of February in the said Year One thousand
Eight Hundred and Seven at Penanmurrie afore-
said to wit at Madras aforesaid had Notice By reason
of which Several premises and by force of the
Custom and Law of Merchants he the said Charles
became liable to pay to the said Pemjeeva sing the
said Sum of Money in the said Bill specified
when he the said Charles should be thereunto
afterwards requested and being so liable he the
said Charles in Consideration thereof afterwards
to wit on the same day and Year last aforesaid
at Penanmurrie aforesaid to wit at Madras aforesaid
undertook and then and there faithfully promised
the said Pemjeeva sing to pay him the said Sum
of Money in the said Bill mentioned when he the said

Charles should bethereunto afterwards requested and so
Whereas also the said Charles afterwards to wit on the
fifteenth day of February in the said Year of Our Lord
One thousand Eight Hundred and Seven at Madras
aforesaid was indebted to the said Punjum Jung in
the Sum of five hundred Star Pagodas of the lawful
Current Money of Madras, for Divers Horses Mares
and Geldings by the said Punjum Jung before that
time sold and delivered to the said Charles and at his
special instance and request - and being so indebted
as last aforesaid the said Charles 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
Punjum Jung to pay him the said last
mentioned Sum of Money when he the said Charles
should be thereto afterwards requested And Whereas
also afterwards to wit on the day and Year last
aforesaid at Madras aforesaid in Consideration that
the said Punjum Jung at the like special instance
and request of the said Charles had before that time
sold and delivered to the said Charles divers other
Horses, Mares and Geldings he the said Charles undertook
and then and there faithfully promised the said Punjum Jung to

Pay

pay Unto so much Money as the last mentioned
Horses, Mares and Feldings at the time of the Sale
and delivery thereof to the said Charles as aforesaid
were reasonably worth whatsoever afterwards he the
said Charles should be thereto requested and the
said Pungiam Sing doth owe that the said Horses,
Mares and Feldings last mentioned at the time of the
Sale and delivery thereof to the said Charles as aforesaid
were reasonably worth other five hundred Star
Pagodas of the like lawful Current Money of Madras
to wit at Madras aforesaid Whereof the said Charles
afterwards to wit on the same day and Year aforesaid
there had Notice And whereas also the said Charles
afterwards to wit on the same day and year last afore-
said at Madras aforesaid was indebted to the said
Pungiam Sing in the Sum of five hundred Star Pagodas
of the like lawful Current Money of Madras for
wages for his Work and Labour care and
Diligence in and about the business of the said
Charles as a Scan upon the Retainer of the said
Charles and being so indebted he the said Charles
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 Punjurn Sing to pay him the said last mentioned Sum of Money when he the said Charles should be thereunto afterwards requested. And Whereas also afterwards to wit on the same day and Year last aforesaid at Madras aforesaid in Consideration that the said Punjurn Sing at the like request of the said Charles had before that time done performed and bestowed other his work and Labour care and Diligence in and about other the Business of the said Charles and for the said Charles as a Loan upon the retainer of the said Charles, he the said Charles Undertook and then and there faithfully promised the said Punjurn Sing to pay him so much Money as he therefore reasonably deserved to have for the same And the said Punjurn Sing avered that he therefore reasonably deserved to have of the said Charles other five hundred Star Pagodas of like lawful Current Money of Madras to wit at the same day and Year last aforesaid there had Notice And Whereas also the said Charles afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Punjurn Sing in the further Sum of five Hundred Star Pagodas

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of the like lawful Current Money of Madras for Money
by the said Pungum Sing before that time laid out &
expended and paid for the said Charles and at his
like Special instance and request. And being so indebted
as last aforesaid he the said Charles 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 Pungum
Sing to pay him the said last mentioned Sum of
Money when he the said Charles should be thereto
afterwards requested And Whereas also the said
Charles afterwards to wit on the same day and
year last aforesaid at Madras aforesaid accounted
with the said Pungum Sing of and concerning divers
other Sums of Money before that time due and
owing from the said Charles to the said Pungum Sing
and then being in arrear and unpaid upon
which accounting the said Charles was then and
there found to be in arrear and indebted to the
said Pungum Sing in the further Sum of four
hundred Star Pagodas of the lawful Current Money
of Madras And being so found in arrear and
indebted he the said Charles in Consideration thereof
afterwards to wit on the same day and Year last

aforesaid

aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Punjum
Sing to pay him the said last mentioned Sum of
Money when he the said Charles should be thereto
afterwards requested. Yet the said Charles 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 Punjum
Sing 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 Punjum Sing Although
so to do he the said Charles was requested by the
said Punjum Sing 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 Punjum Sing he the said Charles hath
hitherto wholly refused and still doth refuse to the Damage
of the said Punjum Sing of five Hundred Star
Pagodas and therefore he brings his Suit &c.

Filed Exparte

Judgment for the Plaintiff on a Verdict in Assumpsit.

And the said Charles Ellis having
come by William Leigh his Attorney defended
the Wrong and Injury when &c. and said Nothing in
bar or preclusion of the said Action of the said Punjum Sing

whereby the said Punjum Sing remained therein undefended against the said Charles Ellis and by reason whereof a day was given to the said Punjum Sing whereupon he should Come before the Court and verify his said Plaint and Suit

At which day being the Tenth day of February in this present first Term came the said Punjum Sing by his said Attorney and Alledged and Proved to the Court the Matters of said Plaint - And the Justices of this Court having heard Examined and Considered the Allegations of the said Punjum Sing and the Depositions of the Witnesses adduced by him Pronounced that the said Charles Ellis did undertake and Promise in Manner and form as the said Punjum Sing hath above thereof Complained against him -

And Now at this day Comes the said Punjum Sing by his said Attorney and prays that the Damages sustained by him by Reason of the Non performance by the said Charles Ellis of his several Promises and undertakings in the Plaint Mentioned and also the Costs and Charges of the said Punjum Sing laid out by him about his Suit in this behalf may be Adjudged to him -

First Term 1812

And it appearing to this Court that the said Punjum Sing has sustained Damage by occasion of the Premises aforesaid and decided his Costs and Charges aforesaid to the Sum of One hundred and Seventy five Pagodas Seventy two Fanams and fifteen Cash

Judgment signed for the Plaintiff 22.nd 1812 Gibb. Ricketts Boothby

It is Considered and Adjudged that the said Punjum Sing recover against the said Charles Ellis his Damages aforesaid to the said Sum of One hundred and Seventy five Pag.s Seventy two Fan.s & fifteen Cash and that the said Charles Ellis pay to the said Punjum Sing for his said Costs and Charges the Sum of One hundred and fifty five Pag.s & Seventy one Fanams which Damages Costs and Charges Amount to Three hundred and Thirty Pagodas forty three Fanams and fifteen Cash And the said Charles Ellis in Mercy &c.

Mercy

And hereupon the said Punjum Sing 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 Charles Ellis to satisfy the said Punjum Sing of three hundred and thirty Pagodas

No 1.

Fort

Forty three pounds and fifteen Cents which the said Punjum Sing recovered against the said Charles Ellis for Damages sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said Charles Ellis to the said Punjum 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 Twenty fifth Day of February Instant.

Writ of Capias ad satisfaciendum issued on the 22d Febry 1812.

Pleas before the Stonble Sir Thomas Andrew Strange Knight Chief Justice and the Stonble Sir Francis Maenaghten Knight One of His Majestys Justices of the Supreme Court of Judicature at Madras of the First Term in the Year One thousand Eight hundred and Twelve. —

Madras } John Doe on the demise of Daurvaukum —
to wit } Varadarajah Moodelliar puts in his place Townes Disney and John Shaw his Attornies against Richard Roe in a Plea of Trespass on the case and Ejectment —

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

Madras } Be it remembered that in the Vacation after the —
to wit } Fourth Term in the year One thousand Eight — hundred and Eleven before the Supreme Court of Judicature at Madras came John Doe by Townes Disney and John Shaw his Attornies and brought — into the said Court then there his certain Plaint against the said 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

Madras to Wit

Plaint in Ejectment filed 25th January 1812.

John Doe by Francis Disney and John Shaw his Attornies complaining of Richard Roe being a British Subject and liable to the Jurisdiction of this Honble Court of a Plea of Trespass and Ejectment For that Whereas Pauvenauthum Varadarayajah Mudeliar heretofore to wit on the Thirtieth day of September in the Year of Christ One thousand eight hundred and nine at Madras had demised granted and to farm let unto the said John five Messuages five dwelling Houses five out houses five other buildings and five Acres of land with the Appurtenances thereunto belonging Situate lying and being in Mootal pettah in Mullewasa Pagoda Street in the Blacktown of Madras aforesaid and within the jurisdiction of this Honble Court to have and to hold the said premises with the Appurtenances to the said John and his Assigns from the Twenty fifth day of the month and year last mentioned for and during and until the full end and term of five Years then next ensuing and fully to be compleat and ended by virtue of which said demise the said John entered into the premises aforesaid with the Appurtenances so demised to him as aforesaid and was possessed thereof until the said Richard afterwards to wit on the second day of October in the Year last aforesaid with

Force

force and Arms &c. entered into the premises aforesaid
with the Appurtenances in the possession of the said John
and then and there ejected drove out and removed the
said John from his said farm, his said term
therein not being yet ended and him the said
John so ejected, drove out and removed hath kept out
and still doth keep from his possession thereof and
other injuries to him then and there did against the
peace of our Lord the King and to the damage of the
said John of Two hundred Pon Pagodas and there-
fore he brings his Suit &c.

Judgment against the Casual Ejector.

And the said Richard in his proper
person comes and defends the force and injury when
&c. And says Nothing in bar or preclusion of the said
action of the said John whereby the said John remains
therein undefended against the said Richard. Therefore
it is considered that the said John recover against the said
Richard his said term yet to come of and in the
Tenements 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 by reason of the trespass and
ejectment

Judgment signed against the Casual Ejector the 24th. day of February 1812
J Shaw
Dy Prothy.

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quetinent aforesaid — Therefore let the said Richard be acquitted of those damages Costs and Charges &c. And thereupon the said John Jervis the writ of our said Lord the King to be directed to the Sheriff of Madras to cause him to have possession of his said Term yet to come of and in the tenements aforesaid with the appurtenances, if it is granted to him returnable here on the 2nd March Next. —

Writ of Possession issued 23rd February 1832. —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and The Honble Sir Francis Macnaghten Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the Year One thousand Eight hundred and twelve-

Madras to wit } Richard Mills puts in his place James Morris his Attorney against William Ross in a Plea of Trespass on the case. -

Madras to wit } The said William Ross puts in his place Gilbert Ricketts his Attorney at the suit of the said Richard Mills in the Plea aforesaid -

Madras to wit } Be it remembered that as of the Fourth Term in the year of our Lord One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Richard Mills by James Morris his Attorney and brought into the said Court then there his certain Plaint against the said William Ross 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

18 First Term 1812.

Madras (to wit) Richard Mills by James Morris his Attorney complains of William Ross who is a British Subject and as such a person amenable to the Jurisdiction of this Honorable Court For that whereas on the Nineteenth day of July in the Year of our Lord one thousand eight hundred and eleven at Madras the said William made his certain Note in writing commonly called a Promissory Note of his proper hand being thereto subscribed bearing date the day and Year aforesaid and then and there delivered the same Note to the said Richard By which Note the said William promised at Six Months after date to pay to the said Richard (by the Name of Richd Mills) the Sum of Two Hundred and forty Pagodas By means whereof and by force of the Statute in such case made and provided the said William became liable to pay to the said Richard the said Sum of Money in the said Note specified according to tenor and effect of the said Note and being so liable the said William in consideration thereof afterwards to wit on the day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Richard to pay him the said Sum of Money in the said

Plaint in Assumpsit filed 3rd December 1812.

said Note specified according to the tenor and effect of the
said note And Whereas the said William after-
wards to wit on the twenty sixth day of November
in the year of our Lord One thousand Eight hundred
and Eleven aforesaid at Madras aforesaid was
indebted to the said Richard in the Sum of five
hundred Star Pagodas of the lawful Current Money
of Madras, for divers Goods Wares and Merchandizes
by the said Richard before that time Sold and De-
livered to the said William and at his Special
instance and request, And being so indebted the
said William in consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Richard to pay him
the said Sum of Money last mentioned when
he the said William should be thereto after-
wards requested And Whereas also after-
wards (to wit) on the day and year last aforesaid
at Madras aforesaid in consideration that the
said Richard at the like Special instance
and request of the said William had de-
livered to the said
before that time Sold and delivered to the said

William

had before that time sold and delivered to the said William divers other Goods Wares and Merchandizes the the said William undertook and then and there faithfully promised the said Richard to pay him so much money as the last mentioned Goods Wares and Merchandizes at the time of the Sale and delivery thereof to the said William aforesaid were reasonably worth whenever afterwards he the said William should be thereto requested. And the said Richard avers that the said Goods Wares and Merchandizes last mentioned at the time of the Sale and delivery thereof to the said William aforesaid were reasonably worth other five hundred Star Pagodas of the like lawful Current Money of Madras to wit at aforesaid Whereof the said William afterwards to wit on the same day and Year last aforesaid there had Notice And Whereas the said William afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Richard in the further sum of five hundred Star Pagodas of the like lawful Current Money Madras for Money

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money by the said Richard before that time laid out
expended and paid for the said William and at his
like Special instance and request And being so
indebted the said William in consideration thereof
afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Richard to pay him the
said last mentioned sum of Money when he the said
William should be thereto afterwards requested &
And Whereas also the said William afterwards
to wit on the same day and Year last aforesaid &
at Madras aforesaid was indebted to the said &
Richard in the further Sum of five hundred &
Star Pagodas of like lawful Current Money of &
Madras for money by the said William before &
that time had and received to the use of the said
Richard And being so indebted the said William
in consideration thereof, afterwards to wit on the
same day and year last aforesaid at Madras &
aforesaid undertook and then and there faithfully
promised the said Richard to pay him &
the said last mentioned sum of money when
he the said William should be thereto afterwards
requested And Whereas the said William
afterwards

afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Richard of and concerning divers other sums of Money before that time due and owing from the said William to the said Richard and then being in arrear and unpaid upon which accounting the said William was then and there found to be in arrear and indebted to the said Richard in the further sum of Five hundred Star Pagodas of like lawful current Money of Madras. And being so found in arrear and indebted the said William in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Richard to pay him the said last mentioned sum of Money when he the said William should be thereto afterwards requested Yet the said William not regarding his said several promises and undertakings so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Richard 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 Richard although so to do the said William

William was requested by the said Richard afterwards to wit on the same day and Year last aforesaid and at sundry times afterwards at Madras aforesaid. But to pay the same or any part thereof to the said Richard the said William hath hitherto wholly refused and still doth refuse To the damage of the said Richard of Five hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the first Term of the said Year one thousand Eight hundred and Twelve in the said Supreme Court of Judicature at Madras, until which Term the said William Ross had leave to imparl to the said Plaint and then to answer the same Cause as well the said Richard Mills by his said Attorney as the said William Ross by his said Attorney, and the said William Ross Defends the wrong and injury &c. and says that he did not undertake or promise in manner and form as the said Richard Mills hath above thereof Complained against him and of this he puts himself upon the Court &c.

imparlance

Plea filed 3d Febry 1812.

And the said Richard doth

Replication filed 5th Febry 1812. and Issue joined -

doth the like

Judgment for the Plaintiff on a Verdict in Assumpsit

Afterwards for trial of the issue so as aforesaid joined day was given to the parties whereupon they should come before the Court and hear Judgment of and upon the premises

At which day being the Twelfth day of February in this Term Came 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 have pronounced that the said William did undertake and promise in manner and form as the said Richard hath above thereof complained against him and that the said Richard ought to recover his damages against the said William by reason of the Nonperformance by the said William of his several promises and undertakings in the plaint Mentioned

And for as much as it is alleged and proved and Manifestly appears to the Court here that the said Richard hath sustained damage by occasion of the premises over and besides his Costs and Charges by him about his suit in this behalf expended to the sum of Two hundred and forty three Dollars and

forty

forty four fanams

Judgment signed the 2nd. day of March 1812.

It is considered and adjudged that the said Richard Mills recover against the said William Ross the damages aforesaid to the said Sum of Two hundred and forty three Pagodas and forty four fanams and that the said William pay to the said Richard for his said Costs and Charges the Sum of One hundred and fifty three Pagodas and twenty seven fanams Which damages Costs and Charges Amount to three hundred and Ninety Seven Pagodas and twenty six fanams And the said William in Mercy &c.

Mercy -

And hereupon the said Richard Mills by James Morris 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 William Ross to satisfy the said Richard Mills of three hundred and ninety Seven Pagodas and twenty Six fanams which the said Richard Mills recovered against the said William Ross for damages sustained as well by reason of the non performance of certain promises and undertakings lately made by the said William Ross to the said Richard Mills as for his Costs and Charges by him about

his

said Suit in that behalf expended. —

Writ of Capias as to Satisfaction issued on the 2d day of March 1812 —

And it is granted unto him returnable here on the Eleventh day of March instant —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Francis Macnaghten Knight, One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the year One thousand Eight hundred and Twelve—

Madras to wit } William Parr and Samuel Parr puts in their place James Morris their Attorney against Collah Ramasawmy Chitty in a Plea of Trespass on the case.—

Madras to wit } The said Collah Ramasawmy Chitty puts in his place John Carruthers his Attorney at the suit of the said William Parr and Samuel Parr 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 Eleven before the Supreme Court of Judicature at Madras came William Parr and Samuel Parr by James Morris their Attorney and brought into the said Court then there their certain Plaint against the said Collah Ramasawmy 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

Madras (to wit) William Parr and Samuel Parr by James
Plaint in Assumpsit Morris their Attorney Complain of Callah Ramia-
filed 18th December 1811 -sawmy Chitty who is a Hindoo Inhabitant of Madras
and as such a person subject to the jurisdiction of
this Honorable Court of a Plea of trespass on the Case For
that Whereas heretofore to wit on the twenty Eighth day of
December in the Year of Christ One Thousand Eight Hu-
hundred and ten at Madras one M. Atenazaloo made his certain
Note in writing commonly called a promissory Note his
proper hand being thereto Subscribed bearing date the
day and Year aforesaid and then and there delivered the
same Note to the said Ramasawmy By which said
Note the said M. Atenazaloo Three Months after the date
thereof promised to pay to the said Ramasawmy or
order the Sum of Two Thousand five hundred and
fifty Star Pagodas for Value Received - and the said
Ramasawmy to whom or to whose order the Payment
of the said Sum of Money in the said Note specified
was by the said Note appointed to be made after the
making of the said Note and before the payment of the
said Sum of Money therein specified to wit on the
day and Year aforesaid at Madras aforesaid indorsed
the said Note his proper hand being to such
indorsement subscribed and by that indorsement
ordered

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ordered and appointed the Contents of the said Note to be
paid to the said Williams and Samuel and there and
there delivered the said Note so indorsed as aforesaid
to the said Williams and Samuel and the said
Williams and Samuel in fact say that afterwards and
before the said Note became due and payable according
to the tenor and effect (tenor) on the thirteenth day of
March in the Year of Christ One thousand Eight
hundred and Eleven at Madras aforesaid the said
Note so indorsed as aforesaid was presented and de-
livered to the said M. Atevazaloo for payment by him
of the Contents thereof And that the said M. Atevazaloo
there and there had Notice of the said indorsement so
made on the said Note as aforesaid and was requested
to pay the said Sum of money therein specified but
that the said M. Atevazaloo did not nor would at the
time of such presentment as aforesaid or at any
time afterwards pay the said Sum of money
specified in the said Note but wholly refused and
neglected so to do of which presentment and de-
fault as aforesaid the said Ramasawmy afterwards
to wit on the first day of April in the year last aforesaid
at Madras aforesaid had Notice By reason whereof and by force
of the Statute in such Case made and provided the said

Ramasawmy

Ramadanumy became liable to pay to the said Williams and Samuel the said Sum of money in the said Note specified when he the said Ramadanumy should be thereto afterwards requested. And being so liable the said Ramadanumy in consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Samuel to pay them the said Sum of money in the said Note specified when he the said Ramadanumy should be thereto afterwards requested. And Whereas the said Ramadanumy afterwards to wit on the tenth day of December in the Year last aforesaid at Madras aforesaid was indebted to the said William and Samuel in the Sum of Five thousand Star Pagodas of the lawful Current Money of Madras for Money by the said William and Samuel before that time laid out expended and paid for the said Ramadanumy and at his Special instance and request. And being so indebted the said Ramadanumy in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Samuel to pay them the said last mentioned Sum of money when he the said Ramadanumy should be thereto afterwards requested

And Whereas also the said Ramasawmy afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid was indebted to the said William and Samuel
in the further sum of Five thousand Star Pagodas of like lawful Current money of Madras
for money by the said Ramasawmy before that time had and
received to the use of the said William and Samuel And
being so indebted the said Ramasawmy in consideration
thereof afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said William and Samuel
to pay them the said last mentioned Sum of Money
when he the said Ramasawmy should be afterwards
requested And Whereas the said Ramasawmy
afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid accounted with the said
William and Samuel of and concerning divers other
Sums of money before that time due and owing from the
said Ramasawmy to the said William and Samuel
and then being in arrear and unpaid upon which
according the said Ramasawmy was then and there
found to be in arrear and indebted to the said William
and Samuel in the further Sum of Five thousand Star
Pagodas of like lawful Current Money of Madras. And being
so found in arrear and indebted the said Ramasawmy 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 W
William and Samuel to pay them the said last
mentioned Sum of Money when he the said Ramas
wamy should be thereto afterwards requested &
Yet the said Ramasawmy not regarding his said
several promises and undertakings &c by him &
in manner and form aforesaid made but &
contriving and fraudulently intending craftily and
subtilly to deceive and defraud the said William &
and Samuel in this behalf hath not yet paid the said
several Sums of money or any or either of them or any
part thereof to the said William and Samuel although
do the said Ramasawmy was requested by the &
said William and Samuel 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 William and Samuel the said Ramasawmy
hath hitherto wholly refused and still doth refuse. To
the damage of the said William and Samuel of Five
Thousand Star Pagodas and therefore they bring &
their Suit &c —

And afterwards to wit on the Twenty

day of January in the Vacation after the fourth Term
of the Year One thousand Eight hundred and Twelve
in the said Supreme Court of Judicature at Madras &
until which day the said Ramasawmy had leave &
to imparl to the said Point and then to Answer the
imparlance
same came as well the said Williams and Samuel
by their said Attorney as the said Ramasawmy by his
said Attorney and the said Ramasawmy defends the
wrong and injury when &c and saith that he did not
Plea filed 29th Janut. 1812
undertake or promise in manner and form as the said
Williams and Samuel have above thereof Complained
against him and of this he puts himself upon the
Court &c

Replication filed 6th Febt. 1812 and issue joined
And the said Williams and
Samuel do the like.

Judgment for the Plaintiff on a Verdict in Assumpsit
Afterwards for Trial of the issue so as
aforesaid joined a day was given to the parties where-
upon they should come before the Court and hear
Judgement of and upon the premises.

At which day being the Twelfth day
of February in this Term came 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

the Witnesses adduced by them have pronounced that the said Ramasawmy did undertake and promise in Manner and form as the said William and Samuel have above thereof Complained against him and that the said William and Samuel ought to Recover their damages against the said Ramasawmy by reason of the Nonperformance by the said Ramasawmy of his several promises and undertakings in the plaint Mentioned.

And for as much as it is alleged and proved and Manifestly appears to the Court here that the said William and Samuel have Sustained damage by occasion of the promises over and besides their Costs and Charges by them about their suit in this behalf expended to the sum of Two Thousand Six Hundred and Ninety One Pagodas and Eleven Fanams.

It is Considered and adjudged that the said William and Samuel Recover against the said Ramasawmy his damages aforesaid to the said sum of Two Thousand Six Hundred and Ninety One Pagodas and Eleven Fanams and that the said Ramasawmy pay to the said William and Samuel for their said Costs and Charges &c

Judgment signed the 2nd. day of March 1812. J. Shaw Dy Provtht

No. 4

the Sum of One hundred and Seventy Eight Pagodas
and Eighteen fanams With damages Costs and &c
Charges Amounting to Two Thousand Eight hundred and
Sixty Nine Pagodas and Twenty Nine fanams and the
said Ramasawmy in Mercy &c.

Mercy

First Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir. Francis Mackaghten Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the First Term in the year One thousand Eight hundred and Twelve

Madras to wit } Samuel Ifson puts in his place Gilbert Ricketts his Attorney against Appasawmy Naick in a Plea of Debt.-

Madras to Wit } The said Appasawmy Naick in his own proper person at the suit of the said Samuel Ifson in the Plea aforesaid -

Madras to wit } Be it remembered that in the Third Term in the year of our Lord One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Samuel Ifson by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Appasawmy Naick 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

Second Term 1812

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Plaint in Debt } Madras to Wit Samuel Jefson by Gilbert Richetts
filed 25th July 1811.

his Attorney Complains of Appahsawmy Naick 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 Samuel Eight hundred and forty Pagodas Current money of Madras which he owes to and unjustly detains from him For that Whereas the said Appahsawmy Naick heretofore to wit on the Tenth day of January in the Year one thousand Eight hundred and Eleven at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of him the said Appahsawmy Naick 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 Samuel (by the name and discreption of Samuel Jefson of the same place Inhabitant) in the penal Sum of Eight hundred and forty Pagodas above demanded) to be paid to the said Samuel when he the said Appahsawmy Naick should be thereto afterwards requested. Yet the said Appahsawmy Naick (although often so requested

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Requested hath not paid the said Sum of Eight hundred and forty Pagodas above demanded or any part thereof to the said Samuel but to pay the same or any part thereof to the said Samuel he the said Appanhdanwerry hath wholly refused and still doth refuse to the damage of the said Samuel &c of One hundred Star Pagodas and therefore he &c brings his Suit &c.

Tried Exparte

Judgment for the Plaintiff on a Verdict in Debt.

And Now in the First Term in the Year of our Lord One Thousand Eight hundred and Twelve that is to say on the Eleventh day of February in that year until which day &c said given as well to the said Samuel as to the said Appanhdanwerry Naick to inforce the Court of the premises comes the said Samuel by his &c Attorney aforesaid and the said Appanhdanwerry Naick altho Solemnly demanded comes not nor did he say any thing in Bar or preclusion of the said Action of the said Samuel &c whereby the said Samuel remains therein undefended against the said Appanhdanwerry

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Naick and the Justices of the Court having heard the Allegations of the said Samuel and Examined the truth thereof and duly considered the Evidence produced on the part of the said Samuel say that the said Writing Obligatory in the said Plaint mentioned is the deed of the said Appadorayen Naick in Manner and Form as the said Samuel hath above in that behalf alleged Therefore it is Considered that the said Samuel do recover against the said Appadorayen Naick his said debt and also one hundred and fourteen Pagodas and Twenty five Fanams for his Costs and Charges by the Court now here adjudged to the said Samuel and with his assent and the said Appadorayen Naick in mercy &c.

Judgment signed for the Plaintiff the 21st. day of March 1812. J Shaw Dy Prothy.

Mercy

And hereupon the said Samuel Jefson 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 Appadorayen Naick to satisfy the

5

said

Said Samuel Jefson of four hundred and
seventy nine Pagodas and Sixteen fanams for
debt which the said Samuel Jefson recovers
against the said Appasawmy Naick and
also one hundred and fourteen Pagodas and
twenty five fanams adjudged to the said
Samuel Jefson 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 him
on the twenty first day of April next —

Writ of Capias ad Satisfaciendum
Issued on the twenty first March 1812

Second Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice, and The Honble Sir Francis Macnaghten Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year One thousand Eight hundred and Twelve -

Madras } David Perr Carrapiet puts in his place John —
to wit } Carruthers his Attorney against William Peters in a Plea
of Trespass on the case. -

Madras } The said William Peters puts in his place William
to wit } Light his Attorney at the suit of the said David
Perr Carrapiet in the Plea aforesaid -

Madras } Be it remembered that in the Vacation After the —
to Wit } Third Term in the year One thousand Eight hundred
and Eleven before the Supreme Court of Judicature at
Madras came David Perr Carrapiet by John Carruthers
his Attorney and brought into the said Court then
there his certain Plaint against the said William
Peters 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. 6

Plaint in Assumpsit filed 23d August 1812

Madras to Wit. David Kerr Carrapiet by Jobn Carruthers his Attorney Complains of William Peters who is an Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court - For that Whereas the said William on the Thirteenth day of August and the year of our Lord One thousand Eight hundred and Ten at Madras made his certain Promissory Note in Writing bearing date the day and year aforesaid and thereby then and there promised to pay at Five Months after date thereof to the said David or Order the Sum of Seven hundred and Twenty Seven Star Pagodas and Thirty Fanams for value received with Interest at Ten pr Cent By means whereof the said William then and there became liable to pay to the said David 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 William in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid under took and then and there faithfully promised the

said David Ferr 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 William afterwards to wit on
the First day of the present Month of August one
thousand Eight hundred and Eleven at Madras
aforesaid was indebted to the said David Ferr
in other One thousand and Four hundred Star
Pagodas of the lawful Current Money of Madras
aforesaid for so much Money by the said David
Ferr 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 last aforesaid at
Madras aforesaid undertook and then and there
faithfully promised the said David Ferr 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 the same
day and year last aforesaid at Madras aforesaid

was

was indebted to the said David Tern in other One
thousand and Four hundred Star Pagodas of the
Like Current Money aforesaid for so much Money
by the said Williams before that time had and
received to and for the use of the said David
Tern and being so indebted he the said Williams in
Law and being so indebted he the said Williams 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 David
David Tern to pay unto the said last mentioned
Sum of Money when he the said Williams should
be thereunto afterwards requested. And Whereas also
the said Williams afterwards to wit on the same day
and year last aforesaid at Madras aforesaid
accounted together with the said David Tern of
and concerning divers other large sums of Money
before that time due and owing from the said
Williams to the said David Tern and then being
in arrear and unpaid and upon such accounting
he the said Williams owing then and there found to be
in arrear and indebted to the said David Tern in
other One thousand and Four hundred Star Pagodas

the like Current Money 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 last aforesaid at Madras aforesaid &c
undertook and then and there faithfully promised
the said David Scott to pay him the said last &c
mentioned Sum of Money when he the said William
should be thereunto afterwards requested. - Yet the said
William not regarding his said several promises
and undertakings &c by him made in this behalf as
aforesaid but contriving and fraudulently intending
craftily and subtilly to deceive and defraud the said
David Scott 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
David Scott but the said William hath hitherto wholly
refused and still doth refuse to the Damage of the
said David Scott of One thousand and Four
hundred Star Pagodas and therefore he brings &c
his Suit &c. -

And afterwards that is to say in the Second
Term

imparlance

Seven one thousand eight hundred and Eleven until which Term the said William had leave to impart to the said Plaint and then to answer the same came as well the said David Kerr by his said Attorney as the said William by his said Attorney and the said William defends the wrong and injury &c. and says that he did not undertake or promise in manner and form as the said David Kerr hath above thereof complained against him and of this he puts himself upon the Court &c.

Plea filed Febr 18th 1812.

And the said David as to the Plea of the said William by him above pleaded and whereof he hath put himself upon the Court doth the like.

Replication filed February 18th 1812. and issue joined.

And now in this First Term in the year one Thousand Eight hundred and Twelve that is to say on the Twenty first day of February one Thousand Eight hundred and Twelve to which day was given as well to the said David Kerr Convicted as to the said William Peters to inform the Court of the premises whereof 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

Judgment for the Plaintiff on a Verdict in Assumpsit.

duly the truth thereof and deliberately considered the

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the Evidence on both Sides say that the said William Peters did undertake and promise in manner and form as the said David Terr Carrapiet hath above thereof complained against him and they assess the damages of the said David Terr Carrapiet on occasion of the premises besides his Costs and charges by him about his Suit in this behalf expended to Eight hundred and forty four Pagodas and forty fanams & for those Costs and Charges to Two hundred and three Pagodas and thirty eight fanams - Therefore it is considered that the said David Terr Carrapiet do recover against the said William Peters his said damages Costs and Charges by the said Court now here adjudged to the said David Terr Carrapiet and with his assent and which said damages Costs and Charges in the whole Amount to One thousand and forty eight Pagodas and thirty three fanams and the said William Peters in Mercy &c.

Judgment signed for the Plaintiff the 24th day of March 1812. J Shaw Dy Prothy.

Mercy

And hereupon the said David Terr Carrapiet 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 others Effects real

No 6. and

1812

Enrollment Roll

Second Term

Sec 3

and personal of the said William Peters within
the jurisdiction of this Court by Seizure and if
it be necessary by Sale thereof the Sum of One
thousand and forty eight Pagods and thirty
three fanams which the said David Ferr
Carapiet recovered against the said William
Peters 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 Peters to the said David
Writ of Fare Facias issued against the Defendants pro. Ferr Carapiet as for costs and charges by him
party on the 24th day of March 1812 about this suit in that behalf expended And it
is granted unto him returnable here on the Seventh
day of April Next ——

Second Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and The Honble Sir Francis Macnaghten Knight One of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve —

Madras to wit } Meersaon Maumadee Ally puts in his place Gilbert Ricketts his Attorney against Maudree Moodaliar in a Plea of Trespass on the case —

Madras to wit } The said Maudree Moodaliar in his own proper person at the suit of the said Meersaon Maumadee Ally 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 Meersaon Maumadee Ally by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Maudree Moodelliar in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

No 7 —

Plaintiff — Madras to wit Meer Lawn Maamadu Ally
Assumpsit filed
25 June 1811 — by Gilbert Ricketts his Attorney complains of &

Maudree Moodaliar 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 Madura Moodaliar
heretofore to wit on the Fourth day of April in the &
year of Christ One Thousand Eight hundred and
Eleven at Madras aforesaid according to the Laws and
customs of the Hindoos made his certain Note in
writing in the Malabar language his own proper hand
being thereto subscribed bearing date the same day and
year aforesaid and there and then delivered the said
Note to the said Meer Lawn Maamadu Ally &
whereby the said Maudree Moodaliar (by the name &
and addition of Maudree Moodaliar of Chintadrepettah
acknowledged that he had in consequence of his urgent
occasion borrowed and received of the said Meer Lawn
Maamadu Ally (by the name and addition of &
Meer Lawn Maamadu Ally Moonshy of Wt Ogivy &
of the same place the Sum of Three hundred Star

Pagodas

Second Term 1812

Pagodas Current Money of Madras which Sum the said
Maudree Moodaliar did thereby engage to repay to the
said Meersaum Maunnadu Ally in a Month or
thirty days By means whereof and by force of the laws and
customs of the Hindoo Natives the said Maudree
Moodaliar became liable to pay to the said Meer
Mentioned according to the tenor and effect of the said Note
and being so liable the said Maudree Moodaliar in
consideration thereof afterwards to wit on the same day and
year aforesaid at Madras undertook and to the said Meersaum
Maunnadu Ally then and there faithfully promised to
pay Sum the said Sum of Three hundred Star
Pagodas in the said Note mentioned according to the
tenor and effect of the said Note and Whereas also the
said Maudree Moodaliar afterwards to wit on the
same day and the year aforesaid at Madras
aforesaid was indebted to the said Meersaum
Maunnadu Ally in other Sum of Five hundred
Star Pagodas of like Current Money of Madras
for so much money by the said Meersaum
Maunnadu Ally before that time lent and advanced
to the said Maudree Moodaliar and at his special

instance

No. 7

instance and request and being so indebted he the
said Maudree Moodeliar in consideration thereof so
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Meersaman Maunaden
ally to pay him the said last Mentioned sum of
Money when he the said Maudree Moodeliar should
be thereto afterwards requested And Whereas also the
said Maudree Moodeliar afterwards to wit on the day
and year last aforesaid at Madras aforesaid was
indebted to the said Meersaman Maunaden ally
in the further sum of Five hundred Star Pagodas
of Like Current Money of Madras for so much Money
by the said Maudree Moodeliar before that time had and
received to the use of the said Meersaman Maunaden ally
and being so indebted the said Maudree 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 Meersaman
Maunaden ally to pay him the said last Mentioned
sum of Money when he the said Maudree Moodeliar
should be thereto afterwards requested And Whereas
also the said Maudree Moodeliar afterwards to wit
on

on the same day and year last aforesaid at Madras aforesaid Accounted with the said Meerasaven Maunnadee Ally of and concerning divers other Sums of Money before that time due and owing from the said Maudree Moodaliar to the said Meerasaven Maunnadee Ally and then being in arrear and unpaid and upon that Accounting the said Maudree Moodaliar was then and there found to be in arrear and indebted to the said Meerasaven Maunnadee Ally 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 Maudree Moodaliar 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 Meerasaven Maunnadee Ally to pay him the said last Mentioned Sum of Money when he the said Maudree Moodaliar should be thereto afterwards Requested Yet the said Maudree Moodaliar not Regarding his said Several promises and undertakings so by him in Manner and form aforesaid made but contriving and fraudulently intending craftily and

No 17 Subtilly

Subtilly to deceive and defraud the said Meersaven
Maracaradu Ally 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 Meersaven
Maracaradu Ally Although so to do he the said Maudree
Moodaliar was Requested by the said Meersaven Maracaradu
Ally 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 Meersaven Maracaradu
Ally he the said Maudree Moodaliar hath hitherto wholly
refused and still doth refuse to the damage of the said
Meersaven Maracaradu Ally of Five hundred 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
of Christ One Thousand Eight hundred and Twelve
that is to say on the Eleventh day of February in that
same term while which day was given as well to the
said Meersaven Maracaradu Ally as to the said
Maudree Moodaliar to inform the Court of the
premises cause the said Meersaven Maracaradu
Ally by his Attorney aforesaid and the said
Maudree Moodaliar although solemnly demanded
came not and the said Justices having heard the
Allegations

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Second Term 1817.

Allegations of the Party Plaintiff and Examined the truth thereof and duly considered the Evidence Produced on the part of the Plaintiff Say that the said Maudree Moodelliar did undertake and Promise in Manner and Form as the said Mauvradoo ally hath above thereof Complained against him and they assess the damages of the said Meerdavee Mauvradoo ally on Occasion of the Nonperformance of the Severral promises and undertakings aforesaid over and above his Costs and Charges by him about his Suit in this behalf Expended to Three hundred and Twenty two Pagodas and Thirty three Fanams and for those Costs and Charges to One hundred and Sixty six Pagodas and Seven Fanams. - Therefore it is Considered that the said Meerdavee Mauvradoo ally do Recover against the said Maudree Moodelliar his said Damages Costs and Charges in Form aforesaid assessed which said damages Costs and Charges in the Whole Amount to Four hundred and Eighty Nine Pagodas and Twenty four Fanams

Judgment Signed for the Plaintiff the 31st. day of March 1818. J Shaw Dy Prothy

No. 17 and

Mercy and Maudrea Moodelliar in Mercy &c

And hereupon the said
Meersawn Maumadaally by Gilbert Ricketts
his Attorney prays the writ of Our
Lord the King of Inquisition and Scire
-ciendum to be directed to the Sheriff
of Madras Commanding him to take the
body of the said Maudree Moodelliar
to Satisfy the said Meersawn Mamadu
ally of Four hundreds and eighty nine
Pagodas and Twenty five fanams which
the said Meersawn Mamadu ally recovered
against the said Maudree Moodeliar for
damages Sustained as well on occasion
of the non performance of certain —
promises and undertakings lately made
by the said Maudree Moodelliar to the
said Meersawn Mamadu ally as for his

costs

Second Term 1812.

Writ of Capias as Satisfaciendum issued on the 31st day of March 1812 — costs and Charges by him about his Suit in that behalf expended — And it is granted unto him returnable here on the Seventh day of April next —

Pleas before the Noble Sir Thomas Andrew Strange Knight, Chief Justice and The Noble Sir Francis — Maenaghten Knight One of His — Majesty's Justices of the Supreme — Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve.—

Madras to wit } John Doe on the demise of Gatnacaura — Veneadanthree Naick and Thalamatacaura Veneatachella Pillay puts in his place Gilbert Ricketts his Attorney — against Richard Roe in a Plea of Trespass on the case and Ejectment. —

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

Madras to wit } Be it remembered that in the Second Term in the year of Christ One thousand Eight hundred and Twelve before the Supreme Court of Judicature at — Madras came John Doe by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Richard Roe in a Plea of Trespass on the Case and Ejectment and there are Pledges for the prosecu- to wit John Doe and Richard Doe which said Plaint follows in these words that is to say

Madras

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Second Term 1812

Plaint in Ejectment
Filed 25th March 1812

Madras to Wit. John Doe by Gilbert Ricketts his Attorney Complains of Richard Roe being a British Subject and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass and Ejectment For that Whereas Gabrracaura Pilliay heretofore to wit on the First day of January in the Year of our Lord One Thousand Eight hundred and Twelve had demised granted and to farm let out to the said John Ten Bootiques with the Appurtenances thereunto belonging and Ten Grounds Situate lying and being in Sedda Naicks pettah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the same premises with the Appurtenances 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 Compleat and ended by Virtue of which said demise the said John entered into the said premises with the Appurtenances above demised and was possessed thereof untill the said Richard afterwards to wit on the Second day of January in the Year aforesaid

No 8.

with force and Arms &c. entered into the said &c
premises aforesaid with the Appurtenances in the
possession of the said John and them and there &
Ejected drove out and Amoved the said John
from his said farm this said Term therein &
not being yet ended and which he the said John so Ejected &
drove out and amoved hath kept out and still doth keep
from him his possession thereof and other injuries to him
the said John then and there did against the peace of
our Lord the King and to the damage of the said
John of One hundred Pounds and therefore he brings
his Suit &c.

Judgment against the Casual Ejector

And now in this Second Term in the
year of Christ One Thousand Eight hundred and
Twelve that is to say on the First day of April
in that year untill which day was given
Richard to imparl to the said Plaintiff and then to Answer
the same Came as well the said John by his Attorney
aforesaid as the said Richard in his proper person
and the said Richard defends the force and injury
when &c. and says nothing in bar or preclusion
of the said Action of the said John whereby the sam
John remains thereon undefended Against the said
Richard. Wherefore it is Considered that the said

John

62

Second Term 1812.

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 by him sustained by Reason of the Trespass and Ejectment and hereupon the said John freely here in Court Denieth to the said Richard all such damages Costs as ought or ought to be Adjudged to him the said John by Reason of the Trespass and Ejectment aforesaid Therefore let the said Richard be acquitted of those damages Costs and Charges &c" And 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 aforesaid with the Appurtenances and it is granted to him returnable here on the Thirteenth day of April instant

Judgment signed against the Casual Ejector the 6th day of April 1812

J Shaw
D/ Prothy.

Writ of Possession issued on the 6th day of April 1812.

No 8

64

Second Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief — Justice and the Honble Sir Francis Maenaghten Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve —

Madras } Vaupoo Maulemee puts in his Place John —
to wit } Caruthers his Attorney against Akummadoo Savy in
a Plea of Trespass on the case. ||

Madras } The said Akummadoo Savy puts in his place —
to wit } Gilbert Ricketts his Attorney at the suit of the said
Vaupoo Maulemee in the Plea aforesaid —

Madras } Be it remembered that in the Vacation after
to wit } the Second Term in the year of Christ One thousand
Eight hundred and Ten before the Supreme Court of
Judicature at Madras came Vaupoo Maulemee by
John Caruthers his Attorney and brought into the said
Court then there his certain Plaint against the said
Akummadoo Savy 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 9.

Plaint in Trover
filed 29th June 1810.

Madras to Wit. Vaupoo Maulevree by John
Carruthers his Attorney Complains of Ahumma-
doo Lavy who is a Mahomedan Inhabitant of
Madras and as such Subject to the Jurisdiction of this
Honorable Court of a Plea of Trespass on the Case
For that Whereas the said Vaupoo Maulevree
on the First day of March in the Year of Christ
One thousand Eight hundred and Ten at Madras
aforesaid was possessed of divers large Quantities
of Betle Nut to wit Sixteen Candies and three
Sixteenths of a Candy of the value of One
thousand Star Pagodas of the Current Money
of Madras as of his own proper Goods and
Chattels and being so thereof possessed he the
said Vaupoo Maulevree afterwards to wit on
the same day and year last aforesaid at Madras
aforesaid casually lost the said Goods and Chattels
out of his hands and possession which said Goods
and Chattels afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid came
to the hands and possession of the said Ahumma-
doo Lavy who found the same, yet the said
Ahummadoo Lavy well knowing the said
Goods and Chattels to be the Goods and Chattels

of the said Vaupoo Maulevee and of right to belong
and appertain to the said Vaupoo Maulevee but
continuing and fraudulently intending craftily and
subtilly to deceive and defraud the said Vaupoo
Maulevee in this respect, hath not as yet
delivered the said Goods and Chattels or any part
thereof to the said Vaupoo Maulevee (altho often
requested so to do) but he the said Arummadoo Lavy
afterwards to wit on the Twenty eighth day of June in the
Year aforesaid at Madras aforesaid converted and disposed
of the said Goods and Chattels to his own use to the
damage of the said Vaupoo Maulevee of One thousand
Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit on the Seventh day
of September in the Vacation after the Third Term of
the Year one thousand eight hundred and
said Supreme Court of Judicature at Madras until
which day the said Arummadoo Lavy had leave
imparlance to imparl to the said Plaint and then to Answer the
same came as well the said Vaupoo Maulevee by
his said Attorney as the said Arummadoo Lavy
by his said Attorney and the said Arummadoo Lavy
Defends the Wrong and injury When &c and says that
he is not guilty of the premises above laid to his
charge

Plea filed 7th September 1810.

W. G.

charge in manner and form as the said Vaupoo Mauleenee hath above thereof complained against him and of this he puts himself upon the Court &c.

And the said Vaupoo Mauleenee as to the

Replication filed 7th September 1810.

and Issue joined

Plea of the said Ahummadoo Lewy by him above Pleaded and whereof he hath put himself upon the Court doth the like.—

And upon this the said Ahummadoo Lewy prays that the said Vaupoo Mauleenee may bring the Issue above joined on to be tried &c according to the course and practice of the said Court and thereupon a day is given by the said Court &c here to the said Vaupoo Mauleenee until the Seventh day of August in the Year aforesaid to bring the issue above joined or to be tried at which day comes the said Ahummadoo Lewy by his Attorney aforesaid and the said Vaupoo Mauleenee &c although solemnly called comes not and it &c appearing to the Court here that the said Vaupoo Mauleenee hath neglected to bring the issue &c above joined on to be tried according to the &c course and practice of the said Court. Therefore according to the form of the Statute in such case made and provided it is considered that the said Vaupoo

Judgment as in case of a Nonsuit

Judgment signed for the Defendant the 7th day of April 1812.

J Shaw
Dy Prothy

Second Term 1812.

Vaupoo Maulenee take nothing by his said Plaint
but that he and his pledges to prosecute be in Mercy
&c And that the said Ahammadoo Levy do go
thereof without day And it is further considered by
the Court here that the said Ahammadoo Levy
do recover against the said Vaupoo Maulenee One
Hundred and forty one Pagodas and twelve Fanams
for his Costs and Charges by him laid out about
his defence in this behalf by the Court here ad-
adjudged to the said Ahammadoo Levy and with
his assent according to the Form of the Statute in
such case made and provided and that the said
Ahammadoo Levy have execution thereof &c —

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Second Term 1812

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 in the Year One thousand Eight hundred and Twelve.—

Fort St. George } Sauleapah Sevannah puts in his place John Carruthers
Madras ss } his Attorney against Akummadoo Lavy in a Plea of
Trespass on the case.—

Fort St. George } The said Akummadoo Lavy puts in his place Gilbert
Madras ss } Ricketts his Attorney at the suit of the said Sauleapah
Sevannah in the Plea aforesaid.—

Fort St. George } Be it remembered that as of the Second Term in the
Madras ss } Year One thousand Eight hundred and Ten before the
Supreme Court of Judicature at Madras came Sauleapah
Sevannah by John Carruthers his Attorney and brought
into the said Court then there his certain plaint
against the said Akummadoo Lavy 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 10

Plaint in Assumpsit
Filed June 26th 1810.

Fort Saint George Madras ss Pauleapah &
Sevannah by John Carruthers his attorney
Complains of Ahummadoo Lavy who is &
a Mahomedan Inhabitant of Madras and as such
Subject to the Jurisdiction of this Honorable
Court of a Plea of Trespass on the Case &c For
that Whereas the said Ahummadoo Lavy &
heretofore to wit on the Tenth day of June in the
present Year of our Lord One thousand Eight
hundred and Ten at Madras aforesaid was indebted
to the said Pauliapah Sevanah in the Sum of
One thousand Two hundred Star Pagodas of the
Current Money of Madras for diver Goods Wares &
and Merchandizes by the said Pauliapah Sevannah
before that time to the said Ahummadoo Lavy
Sold and delivered at his Special instance and &
request And being so indebted he the said &
Ahummadoo Lavy in consideration thereof &
afterwards to wit on the day and Year last &
aforesaid at Madras aforesaid undertook and
there and there faithfully promised the said &
Pauliapah Sevannah to pay him the said Sum
of Money when he the said Ahummadoo Lavy

Should

No 10.

should be thereto afterwards requested. And Whereas
the said Ahummadoo Lavy afterwards to wit on
the same day and Year last aforesaid at Madras
aforesaid in Consideration that the said
Pauleapah Sevannah at the like special instance
and request of the said Ahummadoo Lavy had before that
time sold and delivered to the said Ahummadoo Lavy
divers other Goods Wares and Merchandizes he the said
Ahummadoo Lavy then and there undertook and faithfully
promised the said Pauleapah Sevanah to pay him so
much Money as he therefore reasonably deserved to have
of the said Ahummadoo Lavy when he the said
Ahummadoo Lavy should be thereto afterwards requested.
And the said Pauleapah Sevannah avers that he therefore
reasonably deserved to have of the said Ahummadoo
Lavy the Sum of One thousand and Two hundred
Star Pagodas of the like Currency whereof the said
Ahummadoo Lavy afterwards to wit on the same day
and Year last aforesaid there had Notice. And
Whereas also the said Ahummadoo Lavy afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said
Pauleapah Sevannah in the further Sum of One
thousand and Two hundred Star Pagodas of the like

No. 10

Currency

1812

Judgment Roll

Second Term

Section 4.

1804

Currency for certain Freight Primage and Average before that
time and there due and payable from the said
Abumrumdoo Lawy to the said Paulcapah Sevannah upon
for and in respect of certain Goods and Merchandize
by the said Paulcapah Sevannah before that time carried
and Conveyed in and on Board of a certain Ships or
Vessel called the Gowry dasse whereof the said Paulcapah
Sevannah was Master from Tellicherry to Madras
aforesaid and there to wit at Madras aforesaid delivered
to the said Abumrumdoo Lawy and at his special instance
and request and for the care and attendance of the said
Paulcapah Sevannah in and about the loading and unloading
of the said last mentioned Goods and Merchandizes and the
delivery thereof as aforesaid And being so indebted he the
said Abumrumdoo Lawy in consideration thereof afterwards
to wit on the same day and Year last aforesaid at
aforesaid undertook and then and there faithfully promised
the said Paulcapah Sevannah to pay him the said so
last mentioned Sum of Money when he the said
Abumrumdoo Lawy should be thereto afterwards
requested. And Whereas also afterwards to wit on the day
and Year last aforesaid at Madras aforesaid in consideration
that the said Paulcapah Sevannah at the like
special instance and request of the said Abumrumdoo
Lawy

Lavy had before that time carried and Conveyed
certain other Goods and Merchandizes in and on Board
a certain other Ship or Vessel called the Gravaydaue
whereof the said Pandeapah Sevanmah was
Master from Tullidanoy aforesaid to Madras
aforesaid and there to wit at Madras aforesaid
had delivered the same to the said Ahummadoo
Lavy and had Customed other
Attendance in and about the loading and unloading
of the said last mentioned Goods and Merchandize
and the delivery thereof as aforesaid he the
Ahummadoo Lavy undertook and then and there
faithfully promised the said Pandeapah Sevanmah
to pay him so much Money as he therefore
reasonably deserved to have of the said Ahummadoo
Lavy when he the said Ahummadoo Lavy should
be thereto afterwards requested - And the
Pandeapah Sevanmah
avers that thereupon reasonably
deserved to have of the said Ahummadoo Lavy the
further Sum of One thousand and Two hundred Star
Pagodas of the like Currency to wit at Madras aforesaid
whereof the said Ahummadoo Lavy afterwards to wit
on the same day and year last aforesaid there had Notice
And whereas also the said Ahummadoo Lavy

afterwards

afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid was indebted to the said Paulcapah &
Sevannah in the further Sum of One thousand Star &
Pagodas of the like Currency for the use and detention of a
certain other Ship or Vessel called the Faroway Dove whereof
the said Paulcapah Sevannah was Master by the said
Ahummadoo Lavy Detained and detain and kept on
demurrage with certain Goods and Merchandizes on board
thereof for a long time before then elapsed and at the special
instance and request of the said Ahummadoo Lavy and
being so indebted he the said Ahummadoo Lavy in
consideration thereof Afterwards to wit on the day and Year
last aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Paulcapah to pay him
the said last mentioned Sum of money when he the said
Ahummadoo Lavy should be thereunto Afterwards
requested. And Whereas also afterwards to Wit on
the day and Year aforesaid at Madras aforesaid
in Consideration that the said Paulcapah Sevanah at
the like special instance and Request of the said
Ahummadoo Lavy had before that time suffered
and permitted the said Ahummadoo Lavy to
Detain and keep and that he the said Ahummadoo
Lavy had accordingly Detained and kept a certain

other

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other Ship or Vessel called the Favenydave whereof the said Poulcapah Sevanah was Master with certain other Goods and Merchandize on board thereof on demurrage for a long time before them elapsed he the said Ahummadoo Lavey undertook and then and there faithfully promised the said Poulcapah Sevanah to pay him so much money as he therefore reasonably deserved to have of the said Ahummadoo Lavey when he the said Ahummadoo Lavey should be thereunto afterwards requested And the said Poulcapah Sevanah avers that he therefore reasonably deserved to have of the said Ahummadoo Lavey the further Sum of One Thousand Star Pagodas of the like currency & to wit at Madras aforesaid whereof the said Ahummadoo Lavey afterwards to wit on the same day and Year last aforesaid there had Notice — And Where the said Ahummadoo Lavey Afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Poulcapah Sevanah in the further Sum of Four Thousand Star Pagodas of the like Currency for so much Money by the said Poulcapah Sevanah before that time lent and advanced to the said Ahummadoo Lavey and at his special instance and request and being so indebted he the said Ahummadoo

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Abummadoo Lavy 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 Paulaypah Sewandy to pay him
the said last mentioned Sum of Money when he the
said Abummadoo Lavy should be thereunto
Afterwards Requested And Whereas the said
Abummadoo Lavy Afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid was
indebted to the said Paulaypah Sewandy in the further
Sum of Four Thousand Star Pagodas of like Currency for
so much money by the said Paulaypah Sewandy before
that time paid laid out and expended to and for the use
of the said Abummadoo Lavy and at his like
special instance and request. And being so indebted
he the said Abummadoo Lavy 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 Paulaypah Sewandy
to pay him the said last mentioned Sum of Money
when he the said Abummadoo Lavy should be thereunto
Afterwards Requested. And Whereas the said
Abummadoo Lavy Afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
was indebted to the said Paulaypah Sewandy in the

Further

further Sum of Four Thousand Star Pagodas of the like
Currency for so much money by the said Ahummadoo
Lavy before that time had and received to and for the
use of the said Paulcapah Levanah And being so
indebted he the said Ahummadoo Lavy in Consideration
thereof Afterwards to Wit on the same
day and Year aforesaid undertook and then
and there faithfully promised the said Paulcapah Le-
vanah to pay him the said last mentioned Sum of
Money when he the said Ahummadoo Lavy should
be thereto Afterwards Requested And Whereas also
the said Ahummadoo Lavy Afterwards to wit on
the same day and Year last aforesaid at Madras afore-
said Accounted together with the said Paulcapah Levanah
of and Concerning divers other Sums of Money before
that time due and owing from the said Ahummadoo
Lavy to the said Paulcapah Levanah and then
being in arrear and unpaid and upon that Account
the said Ahummadoo Lavy was then and there found
in Arrear and indebted to the said Paulcapah Levanah
in the further Sum of Four Thousand Star Pagodas
of the like Currency and being so found in arrear
and indebted he the said Ahummadoo Lavy in
Consideration thereof Afterwards to wit on the same

No. 10

day

day and Year last aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Paulcapah
Sewanah to pay him the said last mentioned Sum of
Money when he the said Ahummadoo Should be thereto
Afterwards Requested Yet the said Ahummadoo Lawry
not Regarding his said several promises and undertakings
so by him in manner and form aforesaid Made
but Contriveing and fraudulently intending Craftily and
Subtilly to deceive and defraud the said Paulcapah
Sewanah in this behalf hath not Yet paid the said
several Sums of Money or either of them or any part
thereof altho' to pay the same he the said Ahummadoo Lawry
was by the said Paulcapah Sewanah often Requested But to
pay the same or any part thereof to the said Paulcapah Sewanah
he the said Ahummadoo Lawry hath hitherto wholly Refused
and still doth Refuse to the Damage of the said Paulcapah
Sewanah of Six Thousand Star Pagodas and therefore
he brings his Suit &c.

And afterwards to wit on the Seventh day
of September in the Vacation after the third Term of
the Year one thousand eight hundred and Ten in the
said Supreme Court of Judicature at Madras until
which day the said Ahummadoo Lawry had leave
to imparl to the said Plaint and then to Answer the
imparlance

Same

Second Term 1812

Plea filed 7th September 1810.

Same came as well the said Paulinpah Sevanah by his said Attorney as the said Ahummadoo Lavy by his said Attorney and the said Ahummadoo Lavy Defends the wrong and injury when &c. and ... says that he did not undertake or promise in manner and form as the said Paulinpah Sevanah ... above thereof complained against him and of this he puts himself upon the Court &c.

Replication filed 18th February 1811 and issue joined

And afterwards that is to say on the first Terms of the Year one Thousand Eight hundred and Eleven came the Parties aforesaid by their respective Attornies aforesaid and thereupon the said Paulinpah Sevanah as to the Plea of the said Ahummadoo Lavy by him above pleaded and whereof he hath put himself upon the Court doth the like.

Judgment as in case of a Non-suit

And upon this the said Ahummadoo Lavy prays that the said Paulinpah Sevanah may bring the issue above joined on to be tried according to the course and practice of the said Court and thereupon a day is given by the said Court here to the said Paulinpah Sevanah until the seventh day of August in the Year aforesaid to bring the issue above joined on to be tried at which day cometh the said Ahummadoo Lavy by his Attorney aforesaid and the said Paulinpah Sevanah although

No 10.

although solemnly called comes not and it appearing to
the Court here that the said Pauliapah Savanah hath
neglected to bring the issue above joined on to be tried
according to the course and practice of the said Court
Therefore according to the form of the Statute in such
case made and provided it is considered that the said Pauliapah
Savanah take nothing by his said Plaint but that he and his
pledges to prosecute be in Mercy &c. And that the said
Ahammadoo Levy do go thereof without day and it is
further considered by the Court here that the said
Ahammadoo Levy do recover against the said Pauliapah
Savanah One Hundred and fifty three Pagodas &
and thirty six fanams for his costs and charges by
him laid out about his defence in this behalf by the
here adjudged to the said Ahammadoo Levy and
with his Assent according to the form of the Statute in
such case made and provided and that the said
Ahammadoo Levy have execution thereof &c.

Judgment signed for the Defendat the 7th day of April 1812. J Shaw Dy Prothy.

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Second Term 1812

No 10

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Francis Macnaghten Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve -

Fort St. George
Madras to Wit } Chellummall Widow sole legal Representative of Vellatamby Mordiliar deceased puts in her place William Light her Attorney against George Garrow Esqr. in a Plea of Trespass on the case. -

Fort St. George
Madras to wit } The said George Garrow Esqr. puts in his place Gilbert Ricketts his Attorney at the suit of the said Chellummall in the Plea aforesaid -

Fort St. George
Madras to wit } Be it remembered that in the Vacation After the Third Term in the year One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Chellummall by William Light her Attorney and brought into the said Court then there her certain Plaint against the said George Garrow 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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Second Term 1812

Plaint in Drover filed 30th August 1811

Fort Saint George Madras to wit Chellummall Widow Sole legal Representative of Nellatomby Moodliar deceased a Hindoo Native of India who died Intestate and without issue by William Light her Attorney Complains of George Garrow Esquire who is a British subject and liable to the Jurisdiction of this Honorable Court of a Plea of Trespass on the case For that Whereas the said Chellummall all such legal representative as aforesaid after the death of the said Nellatomby to wit on the twenty fourth day of July in the year One thousand Eight hundred and Nine at Madras aforesaid was lawfully possessed of a certain Promissory Note or Acknowledgment in writing commonly called a Company's Bond made and signed for and on behalf of the United Company of Merchants of England trading to the East Indies whereby the said United Company promised to pay to One Nenammall Widow Administratrix to the Estate of Surrunah Moodeliar deceased or to her Order a certain sum of money to wit the sum of One thousand Pagodas with Interest at a certain time therein mentioned and now past and which said Promissory Note or Acknowledgment was by the said Nenammall duly indorsed and made payable to the said Nellatomby in his life time and still remains due and unpaid of great

No. 11.

great value to wit of the value of Two Thousand Star
Pagodas as of her property as such legal Representative
as aforesaid And being so possessed thereof She the said
Chellummall afterwards to wit on the same day and year
last aforesaid at Madras aforesaid casually lost the
said Promissory Note or Acknowledgment out of her
hands and possession and the same there and there came
to the possession of the said George Garrow by finding Yet
the said George Garrow well knowing the said Promissory
Note or Acknowledgment to be the property of the said
Chellummall as such legal Representative as aforesaid
and of right to belong and appertain unto her as such legal
Representative as aforesaid but Contriving and fraudulently
intending Craftily and Subtilly to deceive and defraud
the said Chellummall as such legal Representative
as aforesaid in this respect hath not although often
requested delivered the said Promissory Note or
Acknowledgment to the said Chellummall but wholly
refused so to do and afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
converted and disposed of the said Promissory Note
or Acknowledgment to his own use to the Damage of
the said Chellummall as legal Representative

&c

Second Term 1812

as aforesaid of Two Thousand and five hundred Star
Pagodas and therefore she brings her Suit &c.

And afterwards that is to say in the Second
Term one Thousand eight hundred and twelve until
which Term the said George Garrow had leave to
imparlance imparl to the said Plaintiff and then to answer the
same came as well the said Chellummal by her
said Attorney as the said George Garrow by his said
Attorney and the said George Garrow defends the wrong
Plea filed 3d. and injury when &c and says that he is not guilty of
February 1812. the premised above laid to his charge in Manner &
form as the said Chellummale hath above
thereof complained against him and of this he puts
himself upon the Court &c.

And the said Chellummale
issue joined doth the like.

Plaintiff Nonsuited And now in this Term in the year
of Christ One Thousand Eight hundred and twelve
that is to say on the Seventeenth day of February
in that year until which day was given as well to the
said Chellummale as to the said George to inform
the Court of the premises come the said parties by
their respective Attornies aforesaid and the said
Justices having heard the allegation of the respective

W. H. parties

parties and examined the truths thereof and duly & considered the Evidence produced on both sides & agreed among themselves upon the Verdict to be given of and upon the premises upon which the said Chellummall being solemnly called comes not & now does She further prosecute her said Plaint & against the said George Therefore according to the form of the Statute in such case made and & provided it is considered that the said Chellummall take nothing by her said Plaint but that She and her Pledges to prosecute be in mercy &c. and that the said George do go thereof without day - and it is further considered by the Court here that the said George do recover against the said Chellummall one hundred and Seventeen Pagodas and twenty Eight & about his defence in this behalf by the Court now here adjudged to the said George and with his assent according to the form of the Statute in such case made and provided and that he the said George have his Execution thereof &c -

Judgment signed for the Defendant the Seventh day of April 1812 - J Shaw Dy Porth.

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Second Term 1812

No 11

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 in the year One thousand Eight hundred and Twelve —

Madras to Wit } Shaciah Braminy puts in his place Daniel Neale his Attorney against Venkatachelliah, Parvaby Ummall Audiyah, Sommammall Sooba Latchoommall and Ramiah Representatives of Ramasawmy Iyer deceased in a Plea of Trespass on the Case. —

Madras to Wit } The said Venkatachelliah, Parvaby Ummall, Audiyah Sommammall, Sooba Latchoommall and Ramiah — Representatives of the said Ramasawmy Iyer deceased as aforesaid put in their place Gilbert Ricketts their Attorney Respectively at the suit of the said Shaciah Braminy 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 Nine before the Supreme Court of Judicature at Madras — Came Shaciah Braminy by Daniel Neale his Attorney — and brought into the said Court then there his certain Plaint — against the said Venkatachelliah Parvaby Ummall Audiyah, — Sommammale Sooba Latchoommall and Ramiah in a Plea of Trespass on the case and there are Pledges for the prosecution to —

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Plaint in Assumpsit filed 5th April 1809.

Madras to Wit Shaciah Bramney by David Monk his Attorney complains of Vencatachelliah Parvaday Ummall Audeyah Sonnammall Sooba Latchoomanall and Bamiah being Hindoo Inhabitants of Madras and as such persons respectively subject to the Jurisdiction of this Honorable Court and being Representatives and Possessors of the estate which was of Raumanaswamy Iyar in his life time and at the time of the said death who is now deceased and who was a Hindoo Native of India For that Whereas heretofore to wit on the fifteenth day of January in the Year of Christ One thousand eight hundred and seven at Madras the said Raumaswamy Iyar in his life time made his Certain Note in writing Commonly Called a Promissory Note of his proper hand being thereunto subscribed and bearing date the day and year aforesaid and then and there delivered the same note to the said Shaciah whereby the said Raumaswamy Iyar promised to pay to the said Shaciah or his Order the sum of five thousand Star Pagodas on demand with interest at rate of ten per Cent per Annum Value received By Means whereof and by force of the Statute in such Case Made and provided the

No 17 said

said Raumaswamy Iyar became liable to pay to 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 Raumaswamy Iyar 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 the said
Shaciah to pay to him the said Sum of Money
in the said Note specified according to the tenor and effect of
the said Note And Whereas afterwards to wit on the first
day of January in the Year of Christ One thousand eight
hundred and eight at Madras aforesaid the said
Raumaswamy Iyar in his life time was indebted to the
said Shaciah in the Sum of ten thousand Star
Pagodas of the Lawful Current Money of Madras for
Money by the said Shaciah before that time lent —
and Advanced to the said Raumaswamy Iyar and
at his special instance and request And being so
indebted the said Raumaswamy Iyar 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 Shaciah to pay him the said
last Mentioned Sum of Money when he the

said

said Raunaswamy Iyar should be thereto afterwards
requested And Whereas the said Raunaswamy Iyar in
his life time afterwards to wit on the same day and year last
aforesaid at Madras aforesaid was indebted to the said
Shaciah in the further sum of Ten thousand Star
of lobre lawful Current Money of Madras for
money by the said Shaciah before that time laid
out expended and paid for the said Raunaswamy
Iyar and at his like special instance and request And
being so indebted the said Raunaswamy Iyar 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 Shaciah to pay him the said
last mentioned sum of Money whenc he the said
Raunaswamy Iyar should be thereto afterwards
requested And Whereas
Iyar in his life time afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid accounted with the said Shaciah of and
concerning divers other sums of Money before that
time due and owing from the said Raunaswamy
Iyar to the said Shaciah and then being in
arrear and unpaid upon which accounting the

said

Supt. Pleas Andrews

1812

Judgment Roll

Second Term

Action 5

said Rammaswamy Iyan was then and there found to be in arrear and indebted to the said Shaciah in the further Sum of Ten thousand Star Pagodas of like lawful Current Money of Madras and being so found in arrear and indebted the said Raumaswamy Iyar 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 Shaciah to pay him the said last mentioned Sum of Money when he the said Raumaswamy Iyar should be thereto afterwards requested yet the said Raumaswamy Iyar in his life time and the said Venatachelliah Parvady Thummall Audiyah Lommammall Looba Latchoomanall and Ramiah Representatives and Possessors of the estate as aforesaid of the said Raumaswamy Iyar since the death of the said Raumaswamy Iyar not regarding the said several promises and undertakings of the said Raumaswamy Iyar so by him in Manner and form aforesaid Made but Contriving and intending to deceive and defraud the said Shaciah in this behalf the said Raumaswamy Iyar in his life time did not pay and the said Venatachelliah Parvady Thummall Lommammall

Looba

Sooba Latchoommall and Ramiah Representatives
as aforesaid at any time since the death of the
said Rammadswamy Iyan hitherto have not
nor have nor hath any or either of them Paid to the
said Shaciah the said several Sums of Money &
or any or either of them or any part thereof &
although to do to the said Rammaswamy Iyan in his life
time to wit on the day and year last aforesaid was &
requested by the said Shaciah And although &to do the &
said Venkatachellia Parvady Ummall Audiyah Sommum
mall Sooba Latchoommall and Ramiah after the death of
the said Rammadswamy Iyan to wit on the twentieth day of
March in the year of Christ One thousand eight hundred
and Nine were also requested by the Shaciah to wit &
at Madras aforesaid But to pay the same the said
Rammaswamy Iyan in his life time wholly refuse &
And the said Venkatachellah Parvady Ummall &
Audiyah Sommonmall Sooba Latchoommall and
Ramiah have and every of them hath hitherto wholly
refused And the said Venkatachellah Parvady &
Ummall Audiyah Sommonmall Sooba Latchoommall
and Ramiah Still do refuse So the damage of the
said Shaciah of Ten thousand Star Pagodas and
Therefore

No 12

Therefore he brings his Suit &c.

And afterwards to wit in the Third Term of the

imparlances

said Year One thousand eight hundred and Nine until

which term the said Sommanmall and Ramiah

Imparlances

for themselves had leave to impart to the said &c

Plaint and then to Answer the same came as well

the said Shaciah Branning by Daniel Neale his

Attorney, as the said Sommanmall and Ramiah by

Separate Plea of Sommanmall & Ramiah filed on the 22d day of July 1809 2.

Gilbert Ricketts their Attorney — And the said Sommanmall

and Ramiah Defend the Wrong and injury when &c and &c

say that the said Ramaswamy Iyar deceased in his

life time did not undertake or promise in manner and &c

form as the said Shaciah Branning hath above thereof in

complained against them and of this they put themselves

upon the Court &c And for further Plea in this behalf

the said Sommanmall and Ramiah by leave of the

Court here for that purpose first had and obtained &c

according to the form of the Statute in such case

made and provided say that the said Shaciah Branning

ought not to have or maintain his aforesaid Action &c

thereof against them because they say that they have fully

administered all and singular the Goods and Chattels

of the said Ramaswamy Iyar at the time of his death &c

Which

which have come to their hands to be Administered and
that they the said Sonnanmall and Rannah have
not, now on the day of Exhibiting the Plaint of the said &c
Shaciah Branning now at any time since had any Goods
or Chattels which were the Goods and Chattels of the said
Ramaswamy Iyar at the time of the death of the said &c
Ramaswamy Iyar in their hands to be Administered
and this they are ready to verify; Wherefore they pray &c
Judgment of the said Shaciah Branning ought to have &c
or maintain his aforesaid action thereof against them &c.

The Separate Plea of Vencatachelliah & Audeyah Infants by Dawakistna Iyaker their Guardian &c.

And afterwards to wit in the Vacation of the same third Term of the said Year One thousand Eight hundred and Nine until which term the said Vencatachelliah and Audeyah for themselves had leave to imparl to the said &c Plaint and then to Answer the same came as well the said Shaciah Branning by Daniel Neale his Attorney as the said Vencatachelliah and Audeyah by Gilbert Bicketts their Attorney / And the said Vencatachelliah and Audeyah who are Infants under the age of Sixteen Years by Dawakistna Iyaker their Guardian who is admitted by the Court here to defend for the said Vencatachelliah and Audeyah come and defend the wrong and injury when &c and say that the said Ramaswamy Iyar deceased in his &c life time did not undertake or promise in manner

and form as the said Shaciah Browning hath above
thereof complained against them and of this
they put themselves upon the Court &c and for
further Plea in this behalf the said Venkatachelliah
and Audeyah by leave of the Court here for that
purpose first had and obtained according to the
form of the Statute in such case made and
provided say that the said Shaciah Browning
ought not to have or maintain his aforesaid action
thereof against them because they say that they have
fully administered all and singular the Goods and
Chattels which were the Goods and Chattels of the
said Ramadaremy Iyar at the time of his death
which have come to their hands to be administered
and that they the said Venkatachelliah and Audeyah
have not nor on the day of exhibiting the Plaint of the
said Shaciah Browning nor at any time since had
any Goods or Chattels which were the Goods and Chattels
of the said Ramadaremy Iyar at the time of the
death of the said Ramadaremy Iyar in their

Hands

hands to be administered and this they are ready to verify; wherefore they pray Judgement of the said Shaciah Brominy ought to have or maintain his aforesaid action thereof against them &c.

The Separate Plea of Sooba Latchoommall filed 20th December 1809 D.

And afterwards to wit in the Vacation after the fourth term in the said Year One thousand Eight hundred and Nine until which term the said Sooba Latchoommall for herself had leave to impark to the said Plaint and then to Answer the same Same as well the said Shaciah Braminy by his said Attorney as the said Sooba Latchoommall by her said Attorney And the said Sooba Latchoommall defends the wrong the wrong and injury when &c and says that the said Raamaswamy Iyan deceased in his life Time did not undertake or promise in manner and form as the said Shaciah Brominey hath above thereof complained against her and of this she puts herself upon the Court &c. And for further Plea in this behalf the said Sooba Latchoommall by

leave of the Court here for that purpose first had and obtained according the form of the Statute in such case made and provided says that the said Shaciah Bromley ought not to have or maintain his aforesaid action thereof against her because she says that she hath fully Administered all and singular the Goods and Chattels which were the Goods and Chattels of the said Ramanaswamy Iyar at the time of his death which have come to her hands to be administered and that the said Sooba Latchoomanaik hath not nor on the day of exhibiting the Plaint of the said Shaciah Bromley nor at any time since had any Goods or Chattels which were the Goods and Chattels of the said Ramanaswamy Iyar at the time of the death of the said Ramanaswamy Iyar in her hands to be administered and this she is ready to verify wherefore she prays Judgment if the said Shaciah Bromley ought to have or maintain his aforesaid Action thereof against her &c.

And afterwards that is to say in the second Term

Second Term 1812

Replication to the Plea of the Defendt. Sonnanall and Ramiah filed 29th March 1811

Term in the Year of Christ One thousand Eight hundred and Eleven came the parties Plaintiff Shaciah and the Defendant Sonnanall and Ramiah as aforesaid by their attorney aforesaid And thereupon the said Shaciah as to the said Plea of the said Sonnanall and Ramiah by them first above pleaded and whereof they have put themselves upon the Court doth the like. And as to the said Plea of the said Sonnanall and Ramiah by them lastly above pleaded the said Shaciah says that he by reason of any thing by the said Sonnanall and Ramiah in that Plea above alledged ought not to be barred from having and Maintaining his aforesaid action thereof against them because he says that the said Sonnanall and Ramiah have and on the day of preferring the Plaint of him the said Shaciah in this behalf had divers Goods and Chattels which were the Goods and Chattels of the said Ramasawmy Iyan at the time of the death of the said Ramasawmy Iyan in the hands of them the said Sonnanall and Ramiah

be Administered to wit at Madras - And thereupon the said Shaciah Strays may be enquired of by the Court -

And the said Somanaik and Ramiah do the like. -

if one joined

And afterwards to wit in the said Second Term in the said Year of Christ One thousand Eight hundred and Eleven Came the Parties Plaintiff Shaciah and the Defendants Venkatachelliah and Audeyah as aforesaid by their Attornies aforesaid And thereupon the said Shaciah as to the said Plea of the said Venkatachelliah and Audeyah by them first above pleaded and whereof they have put themselves upon the Court doth the like. And as to the said Plea of the said Venkatachelliah and Audeyah by them lastly above pleaded the said Shaciah says that he by reason of any thing by the said Venkatachelliah and Audeyah in that Plea above alledged ought not to be barred from having and Maintaining his aforesaid Action thereof against them because he says that the said Venkatachelliah and Audeyah have and on the day of preferring

Replication to the Plea of the Defnd^ts Venkatachelliah & Audeyah filed 29^th March 1811.

preferring the Plaint of him the said Shaciah in
this behalf had divers Goods and Chattels which were
the Goods and Chattels of the said Ramadswamy
Lyar at the time of the death of the said Raman-
adswamy Lyar in the hands of them the said
Vencatachelah and Audayah to be Administered
to wit at Madras And this he the said Shaciah
prays may be inquired of by the Court —
And the said Vencatachelah and Audiah
have joined do the like. —

Replication to the Plea of the Defendt. Sooba Latchoomall filed 29th March 1811.

And afterwards to wit in the second Term
in the said Year of Christ One thousand Eight
hundred and eleven came the Parties Plaintiff Shaciah
Browning and the Defendant Sooba Latchoomall by
her finish above pleaded And whereof she hath put
herself upon the Court; doth the like. And as to
the said Plea of the said Sooba Latchoomall by
her lastly above pleaded the said Shaciah says
that he by reason of any thing by the said Sooba
Latchoomall in that Plea above alleged ought not
to be barred from having and maintaining his

aforesaid Action thereof against her because he
says that the said Sooba Latchoomanall hath -
And on the day of preferring the Plaint of him
the said Shaciah in this behalf had divers -
goods and chattels which were the goods and
chattels of the said Ramasawmy Iyan at the
time of the death of the said Ramasawmy Iyan
in the hands of her the said Sooba Latchoomall
to be Administered to wit at Madras and this
he the said Shaciah prays may be inquired of
by the Court. -

And the said Sooba
Latchoomall doth the like. -
if she joined -

Plaintiff Nonsuited -

And now in this Third Term in the
year of Christ One Thousand Eight hundred and
Eleven that is to say on the Third day of August -
in that Year until which day was given as well
to the said Shaciah Pyanaing as to the said Venkata-
chellah Audyah Sooranammah Sooba Latchoomanall
and Ramiah to inform the Court of the premises -
come

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 of and upon
the premises upon which the said Shacia Branning
being solemnly called comes not nor does he
further prosecute his said Plaint against the
said Venkatachelliah Audeyah Sonnanmmall Loba
Latchoommall and Ramiah Therefore according to the
form of the Statute in such case made and provided it
is considered that the said Shacia Branning take &
nothing by his said Plaint but that he and his &
Pledges to prosecute be in Mercy &c. and that the
said Venkatachelliah Audeyah Sonnanmmall Loba
Latchoommall and Ramiah do go thereof without &
day and it is further considered by the Court here
that the said Venkatachelliah Audeyah Sonnanmmall
Loba Latchoommall and Ramiah do recover against
the said Shashua Branning Four hundred and
three

Judgment Signed for the Defendants the Seventh day of April 1812.
J Shaw
D Worth

three Pagodas and six fanams for their Costs
and Charges by them laid out about their defence in
this behalf by the Court now here adjudged to the
said Venatachelliah Andeyah Sonnanmall Sooba
Latchoonmall and Ramiah and with their
assent according to the form of the Statute in such
Case made and provided and that the said
Venatachellia Andeyah Sonnanmall Sooba
Latchoonmall and Ramiah have Execution
thereof &c.

And hereupon the said Venca-
-tachelliah Paravady Unmall Andiyah Somma-
-mall Sooba Latchoonmall and Ramiah at the
representatives of Ramasawmy Iyer deceased by
Gilbert Ricketts their attorney pray the writ of
our Lord the King of Capias ad Satisfacien-
-dum to be directed to the Sheriff of Madras
Commanding him to take the body of the
said Shaciah Braming to satisfy the said
Venatachelliah Paravady Unmall Andiyah
Sonnamiall Sooba Latchoonmall and
Ramiah

Second Term 1812

Writ of Capias ad Respondendum issued against the Plaintiff for Costs on the 7th day of April 1812—

Ramiah the Sum of ~~Four~~ hundreds and ninety three Pagodas and Six fanams adjudged to the said Vencatachelliah Paravady Ummall Andiyah Sommamall, Sooba Lutchoomall and Ramiah for Costs and Charges by them Expended about their defence at the Suit of the said Shaciah — And it is granted unto him returnable here on the Nineteenth day of April instant —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight One of His Majestys Puisne Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve.

Madras to Wit } Pagoovaram Ramasawmy Chitty puts in his place John Carruthers his Attorney against Charles Michael Angello in a Plea of Debt.—

Madras to wit } The said Charles Michael Angello in his own proper person at the suit of the said Pagoovaram Ramasawmy 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 Eleven before the Supreme Court of Judicature at Madras came Pagoovaram Ramasawmy Chitty by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Charles Michael Angello 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

Second Term 1812.

Plaint in Debt on Bond filed 22d. May 1811.

Madras to Wit. Bagavarum Ramasawmy Chitty by John Carruthers his Attorney complains of Charles Michael Angello who is an Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Ramasawmy the Sum of Two thousand and Six hundred Star Pagodas of the lawful Current Money of Madras which he owes to and unjustly detains from him. For that Whereas the said Charles Michael heretofore to wit on the Seventeenth day of August in the Year of Christ One thousand Eight hundred and Nine at Madras aforesaid by his certain Writing Obligatory Sealed with his Seal and to the Court now here Shewn the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Ramasawmy in the said Sum of Two thousand and Six hundred Star Pagodas above demanded, to be paid to the said Ramasawmy when he the said Charles Michael should be thereunto afterwards requested. Yet the said Charles Michael

W. B.

altho often Requested so to do, hath not as yet paid the said Sum of Two thousand and six hundred Stg Pounds above demanded or any part thereof to the said Ramsaranny but to pay the same or any part thereof to the said Ramsaranny he the said Charles Michael hath hitherto wholly refused and still refuses so to do - To the damage of the said Ramsaranny of One hundred Stg Pounds and therefore he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in Assumpsit -

And now at the First Term in the Year One thousand Eight hundred and Twelve that is to say on the Seventh day of February to which day came given as well to the said Ramsaranny as to the said Charles Michael to inform the said Court of the premises Comes the said Ramsaranny by his Attorney aforesaid and the said Charles Michael altho solemnly called came not to Answer nor did he say any thing in Bar or Preclusion and to forbid - And the Justices of the said Court having heard the allegations of the Party Plaintiff and Examined the Truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the Matters Allegatory in the said Declaration mentioned

mentioned is the Deed of him the said Charles Michael
in manner and form as the said Ramasawmy hath above
thereof in that behalf alledged And do adjudge that the
said Ramasawmy recover against the said Charles
Michael the Sum of Two thousand and Six hundred
Pagodas for his Debt and also the Sum of One
hundred and Ninety four Pagodas and Twenty Nine
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 which said Debt and
Damages Amount in the whole to Two thousand
Seven hundred and Ninety four Pagodas and
Twenty Nine Fanams And that the said Rama-
sawmy have Execution thereof &c.

Judgment Signed for the Plaintiff the 9th day of April 1812.
Shaw
Dy Provothr.

Second Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice and The Honble Sir Francis Macnaghten Knight One of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve.

Madras to wit } John Doe on the demise of Deivaunee Ammah puts in his place John Carruthers his Attorney at the suit of the said Richard Roe in a Plea of Trespass on the case 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 Second Term in the Year One thousand Eight hundred and Twelve 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 Richard Roe in a Plea of Trespass on the case and Ejectment and there are Pledges for the prosecution to wit John Den and Richard Fenn which said Plaint follows in these words that is to say-

Madras

Plaint in Ejectment filed 2nd April 1812.

Madras to Wit — John Doe by John Carruthers his Attorney Complains of Richard Roe who is a British Subject and as such a Person Amenable to the Jurisdiction of this Honorable Court For that Whereas Peiraume Ummah on the First day of January in the Year of Christ One Thousand Eight hundred and Eleven at Madras had demised to the said John Five Messuages, Five Out houses, Five other buildings, Five Cannies of Garden Ground, Five Cannies of Waste Ground and Five Cannies of other Ground with the appurtenances thereunto belonging situate lying and being in Triplicane within the limits of 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 until the full end and term of Five Years from thence next ensuing and fully to be complete and ended By virtue of which said demise the said John entered into the said premises with the appurtenances and was possessed thereof for the said Term

Term &c to have thereof granted; and the said John having so thereof possessed the said Richard afterwards to wit on the Fifth day of January in the Year aforesaid with force and Arms &c entered into the said premises with the Appurtenances in which the said John was so interested for manner and for the term aforesaid which is not yet expired and Ejected the said John from his 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 Five hundred Star Pagodas and therefore he brings his Suit &c

Judgment against the Casual Ejector.

And now in this Second Term in the Year of Christ One Thousand Eight hundred and Twelve that is to say on the Eight day of April in that Year until which day was given to the said Richard to imparl to the said Plaint and then 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 Barr preclusion of the said Action of the said John whereby the said

W. H.

John

Judgment signed — against the Casual Ejector the 13th. day of April 1812 — J Shaw Dy Prothy

John remains therein undefended against the said Richard — Therefore it is considered that the said John recover against the said Richard his said Term yet to come of and in the premises aforesaid with the appurtenances, and also his damages sustained by reason of the Trespass and Ejectment aforesaid — And hereupon the said John freely here in Court remits to the said Richard all such damages Costs and Charges as might or ought to be adjudged to him the said John by reason of the Trespass and Ejectment aforesaid therefore let the said Richard be acquitted of those damages Costs and Charges &c. — And hereupon the said John prays the Writ of our Lord the King to be directed to the Sheriff of Middlesex to cause him to have possession of his said Term yet to come of and in the premises aforesaid with the appurtenances and it is granted &c. to him. —

(61)
13 March 1 Seat to Mr Thornton
18 March 1 do to Mr Mark

1812

Judgment Roll

Second Term

Section 6th.

to wit

viz

is to say -

Madras

n Section to
1 to
1 to
1 to

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice and The Honble Sir Francis Maccnaghten Knight, One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve. —

Madras ss. Velvaly Ramasawmy Moodelliar puts in his place Robert Orme his Attorney against Paroomaul in a Plea of Trespass on the case —

Madras ss The said Paroomaul puts in his place James Morris — his Attorney at the suit of the said Velvaly Ramasawmy Moodelliar in the Plea aforesaid. —

Madras ss. Be it remembered that in the First Term in the Year One thousand Eight hundred and Twelve before the Supreme Court of Judicature at Madras came Velvaly Ramasawmy Moodeliar by Robert Orme his Attorney and brought into the said Court — then there his certain Plaint against the said Paroomaul 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 6th February 1812.

Madras ss. Nelvaly Ramasamy Modeliar by Robert Orme his attorney complains of Paravanaul being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honourable Court For that Whereas the said Paravanaul heretofore to wit on the Ninth Courtega of Bandrotteravvy year of the Hindoo Answering to the Nineteenth day of November in the Year of Christ One thousand Eight hundred and three at Madras aforesaid according to the usage and custom of the Hindoo Natives of India made his certain Note in writing in the Malabar language bearing date the day and Year last aforesaid and thereby Shew and there acknowledged that in consequence of his urgent occasion he had that day mortgaged to hein the said Nelvaly Ramasadamy Modeliar one Cadjan bill of Sale of the House and ground of Avoonachela Modaly Tamaudeela Modaly who had mortgaged to hein the said Paravanaul Situated in the Street of Singapa Modeliar in East line between the Houses of Bagavan Venadachela Chittyar

N. 15.

and

and Pooroo Shotaren Chitty and one Bond given to
him the said Parumaul on the Mortgage
thereof for the Sum of One hundred and Sixty
five Pagodas In all Two; and Covenanted and agreed
the said Nelvaly Rammasawmy the Sum of One
hundred and forty Star Pagodas Current money of
madras which Sum he the said Parumaul did thereby
engage to repay on or before the thirteenth Courtega of
Rattatchy Year of the Hindoo or Tenth December One
thousand Eight hundred and four 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 usage and customs
of such Hindoo Natives the said Parumaul
became liable to pay to the said Nelvaly Ramma-
sawmy Moodeliar the said Sum of money in the said
note specified with the Interest thereon according to the
tenor and effect of the said note and being so liable he
the said Parumaul in consideration thereof afterwards
to wit on the same day and year last aforesaid at
madras aforesaid undertook and then and there
faithfully

bearing date the day and Year last aforesaid and thereby then and there acknowledged that in consequence of his urgent occasion he had borrowed and received of him the said Nelvaly Raamasawmy Modaliar the Sum of One hundred and Twenty Star Pagodas Current Money of Madras which Sum he the said Permaul did thereby engage to repay on or before the Thirteenth Chittery of Pramiodoota Year of the Hindoos or Tenth May 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 reason whereof and according to the usage and custom of such Hindoo Natives the said Permaul became liable to pay to the said Nelvaly Raamasawmy Modaliar the said Sum of money in the said last mentioned Note specified with the interest thereon according to the tenor and effect of the said last mentioned Note And being so liable he the said Permaul in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook

No. 15

undertook and then and there faithfully promised the said Nelvaly Rauma sawmy Moodaliar to pay him the said Sum of Money in the said last mentioned note specified with the Interest thereon according to the tenn and effect of the said last mentioned Note. And Whereas also the said Perumal afterwards to wit on the fifteenth day of May in the year of Christ One thousand Eight Hundred and ten at madras aforesaid was indebted to the said Nelvaly Raumasawmy Moodaliar in the Sum of Two thousand Star Pagodas of the like Current Money of Madras for so much money by the said Nelvaly Raumasawmy Moodaliar before that time lent and advanced to the said Perumal, and at his special instance and request and being so indebted he the said Perumal 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 Nelvaly Raumasawmy Moodaliar to pay him the said last mentioned Sum of Money when he the said Perumal should be thereunto afterwards requested And Whereas also the said Perumal afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Nelvaly Raumasawmy

Raumasawmy Modaliar of and concerning divers sum
sum of Money before that time due and owing
from the said Permaul to the said Nelvaly
Raumasawmy Modaliar and then being in arrear
and unpaid and upon that accounting the said
Permaul was then and there found to be in arrear
and indebted to the said Nelvaly Raumasawmy
Modaliar in the further sum of Two thousand
Star Pagodas of like current money and being
so found in arrear and indebted he the said Permaul
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
Nelvaly Raumasawmy Modaliar to pay him the
said last mentioned sum of money when he the said
Permaul should be thereunto afterwards requested yet the
said Permaul 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 Nelvaly Raumasawmy
Modaliar 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 Permaul

W. B was

was requested by the said Nelvaly Rauma Sawmy
Modaliar to wit on the same day and year
last aforesaid and often afterwards to wit at
madras aforesaid / But the said Perrmaul to
the same or any part thereof to the said Nelvaly
Rauma Sawmy Modaliar hath hitherto wholly
refused and still doth refuse to the Damage of the
said Nelvaly Rauma Sawmy Modaliar of Two
thousand Star Pagodas and therefore he brings
his Suit &c.a —

And afterwards that is to say in the
Second Terim of the said Year one thousand eight
hundred and twelve until which Term the said
imparlance Perrmaul had leave to imparl to the said Plaint and
then to answer the same came as well the said
Nelvaly Raumasawmy Modaliar by his said Att.y
Attorney as the said Perrmaul by his said Attorney
Plea filed 2nd April 1812. and the said Perrmaul defends the wrong and Injury
when &c.a and says that he did not undertake or
promise in manner and form as the said Pl.t
Raumasawmy hath above thereof Complained against
him. And this the said Perrmaul prays may
be inquired of by the Court. —

issue joined And the said Nelvaly

Rauma Sawmy

Judgment for the Plaintiff on a Verdict in Assumpsit.

Ramasawmy Modeliar doth the like &c.

And now in this Second Term in the Year One Thousand Eight hundred and twelve that is to say on the Ninth day of April to which day was given as well to the said Nehaly Ramasawmy Modeliar and to the said Permaul 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 duly examined the truth thereof and deliberately considered the Evidence on both sides say, that the said Permaul did promise and undertake in manner and form as the said Nehaly Ramasawmy Modeliar hath above thereof complained against him and they assess the Damages of the said Nehaly Ramasawmy Modeliar on occasion of the premises, besides his Costs and Charges by him about his suit in this behalf expended to One Thousand, One hundred, and Ninety seven Star Pagodas, Thirty six Fanams, and Fourteen Cash, &c.

Judgment signed for the Plaintiff the 18th. day of April 1812. J Shaw Dy Prothl

Therefore it is considered that the said Nehaly Ramasawmy Modeliar do recover against the said Permaul his Damages aforesaid in form aforesaid in form aforesaid assessed and also Two hundred, and Sixteen Star Pagodas, and Two Fanams, for his Costs and Charges by the

the said Court now here adjudged to the said Nehoda
Ramasawmy Moodeliar with his assent Which said
Damages Costs and Charges in the whole amount to One
thousand, four hundred, and thirteen Star Pagodas
Thirty Eight Fanams, and fourteen Cash and the aw
Pursuant in Mercy &c.

Mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and — The Honble Sir Francis Macnaghten — Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the — year One thousand Eight hundred and Twelve. —

Madras — to wit } Rauma Swamee Chitty puts in his place John Carruthers his Attorney against Syfud Doulah Behader in a Plea of Debt ~~on the Case~~. —

Madras — to wit } The said Syfud Doulah Behader in his own — proper person at the suit of the said Rauma Swamee 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 Eleven before the Supreme Court of — Judicature at Madras came Rauma Swamee Chitty by John Carruthers his Attorney and brought into — the said Court then there his certain plaint against the said Syfud Doulah Behader in a Plea of Debt ~~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 Debt filed 22nd May 1811.

Madras to wit. Rauma Swamee Chitty by John Carruthers his Attorney Complains of Syfud Doulah — Behader who is a Mahomedan Inhabitant of Madras and as such Subject to the Jurisdiction of this — Honorable Court of a Plea that he render to the said Rauma Swamee the sum of Eight thousand — and two hundred Rupees or two thousand Three — hundred and forty two Star pagodas thirty eight — fanams and twenty Cash of the lawful Current — Money of Madras which he owes to and unjustly detains from him. For that whereas the said Syfud — Doulah heretofore to wit on the Fourteenth of the month of Rubbee Ussanee of the year of the Higery One thousand two hundred and twenty two or the Ninth of the Malabar Month of Aunee in the Year of — Cesly One thousand two hundred and Sixteen — corresponding with the twenty first day of June of the year of Christ One thousand Eight hundred and — Seven at Madras aforesaid by his certain Writing — Obligatory in the Persian Language sealed with his Seal and to the Court here now shewn the date — whereof is the same day and year aforesaid — Acknowledged that the sum of two thousand and — One hundred Rupees the half of which was One thousand and fifty Rupees (parcel of the said Sum of Eight thousand and two hundred Rupees) was

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Received

Received by him on loan from the said Rauma
Swamee on promise of payment in One Month. —
And Whereas also the said Syfud Doulah afterwards
to wit on the same day and year aforesaid at
Madras aforesaid by his certain other Writing —
Obligatory in the Persian Language sealed also with
the Seal of the said Syfud Doulah and to the
Court now here likewise shewn the date whereof
is the same day and year aforesaid acknowledged
that the sum of two thousand Rupees the half
of which was One thousand Rupees (other parcel
of the said Sum of Eight thousand and Two
hundred Rupees) was received by him on Loan
from the said Rauma Swamee on promise of —
payment in One Month. And whereas also the
said Rauma Swamee afterwards to wit on the
same day and year aforesaid at Madras aforesaid
at the Special instance and Request of the said
Syfud Doulah lent to the said Syfud Doulah and
the said Syfud Doulah then and there borrowed
of the said Rauma Swamee a large Sum of —
Money to wit the sum of Four thousand and One
hundred Rupees of the like Currency aforesaid to be
paid by the said Syfud Doulah to the said Rauma
Swamee when he the said Syfud Doulah should be
thereunto afterwards Requested whereby and by reason
of

of the said last mentioned Sum of money being and remaining wholly unpaid an Action hath accrued to the said Rauma Swamee to demand and have of and from the said Syfud Doulah the said last mentioned Sum of Four thousand and One hundred Rupees (Residue of the said sum of Eight thousand and two hundred Rupees above demanded) Yet the said Syfud Doulah altho' often Requested so to do, hath not as yet paid the said Sum of Eight thousand and Two hundred Rupees above demanded or any part thereof to the said Rauma Swamee but to pay the same or any part thereof to the said Rauma Swamee he the said Syfud Doulah hath hitherto wholly refused and still refuses so to do. To the damage of the said Rauma Swamee of One hundred Star Pagodas and therefore he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in Debt.

And now in the first Term in the Year One thousand Eight hundred and twelve that is to say on the Seventh day of February to which day was given as well to the said Rama Sawmee as to the said Syfud Dowlah Bahander to inform the Court of the premises comes the said Rama Sawmee by his Attorney aforesaid and the said Syfud Dowlah Bahander altho' Solemnly called came not to Answer nor did he say any thing in Bar or Preclusion of the said Action of the said Rama Sawmee - And

No 16-

the

the Justices of the said Court having heard the Allegations of the party Plaintiff and examined the truth thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the Several Writing Obligatories in the said Declaration mentioned are the Deed of him the said Syfud Dowlah Bahander in manner and form as the said Rama Saume hath above thereof in that behalf alledged and do adjudge that the said Rama Saume recover against the said Syfud Dowlah Bahander the sum of two thousand three hundred and forty two Pagodas thirty Eight fanams and twenty Cash for his Debt and also the sum of two hundred and Seven Pagodas and 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 which said Debt and damages amount in the whole to two thousand five hundred and fifty Pagodas Eleven fanams and twenty Cash and that the said Rama Saume have Execution thereof. —

Judgment Signed for the Plaintiff the 20th day of April 1832.
J Shaw
Dy Roth.

Madras to wit. Our Lord the King hath sent to his Sheriff of Madras his Writ closed in these Words to wit at Madras. George the Third by the Grace of God of the United Kingdom of Great Britain

Britain and Ireland King Defender of the faith
and so forth: To the Sheriff of Madras Greeting —
Whereas Rauma Swamee Chitty lately in our Supreme
Court of Judicature at Madras before our Justices
there by the Judgment of the same Court recovered
against Syfud Doulah Bahauder a Certain debt
of Two thousand three hundred and forty two Star
Pagodas thirty Eight fanams and twenty Cash
and also two hundred and Seven Pagodas and
Eighteen fanams for 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 whereof the said Syfud
Doulah Bahauder is convicted, as appears to us
of Record and now on the behalf of the said
Rauma Swamee Chitty we have been informed in
our said Court before our said Justices that although
Judgment be thereupon given, Yet execution of the
said Debt and Damages still remains to be made
to him whereupon the said Rauma Swamee Chitty
hath prayed us that a proper Remedy may be
provided for him in this behalf and we being willing
that what is just in this behalf should be done,
Command you, that you do make known to the
said Syfud Doulah Bahauder that he be before
our said Justices at Madras aforesaid on Tuesday

No 16.

the

the twenty fourth day of May Instant to shew if any thing he hath or knows why the said Rauma Sawmee Chitty ought not to have execution against him of the Debt and Damages aforesaid according to the force, form, and effect of the said Recovery if it shall seem expedient for him or to do and further to do and receive what our said Court before our said Justices shall then and there Consider of concerning him in this behalf and have you then the Names of those by whom you shall give him Notice and this Writ. Witness Sir Thomas Andrew Strange, Knight Chief Justice of Madras aforesaid, the Seventeenth day of May in the year of our Lord One thousand Eight hundred and fourteen. John Shaw. Deputy Prothonotary. John Carruthers Plaintiffs Attorney which said Writ was returned to the said Justices of our said Lord the King by the said John Carruthers in the following words "Not sent to the Sheriff's Office". Therefore as before it was commanded to the said Sheriff that by good and lawful Men of his Bailwick he should make known to the said Syfud Dowlah Bahader that he should be before the said Justices of the said Lord the King in the said Supreme Court on the thirty first day of May to shew in form aforesaid if &c. And further &c. the same day was given to the said Rauma Swamee Chitty there &c. at which day before the said Justices of our said Lord the King comes the said Rauma Swamee Chitty in his proper person and the Sheriff to wit Kirkby Dalrymple Esquire Sheriff of Madras returned to our said Lord the King in his said Court before the said Justices that he gave Notice to the said Syfud Dowlah Bahader by leaving a copy of the said Writ at the dwelling house of the said Syfud Dowlah Bahander (meaning the last mentioned Writ) to be and appear on the day and at the place in the said Writ named. And the said Syfud Dowlah Bahander although on that day Solemnly called came not but made default. Therefore it is considered that the said Rauma Swamee Chitty have his execution against the said Syfud

Second Term 1812.

Dowlah Bahader for the debt and damages aforesaid according to the force form and effect of the said Recovery by the default of the said Syfud Dowlah Bahader &c.

and hereupon the said Rauma Swamee Chitty by John Barnett 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 Syfud Dowlah Behander to satisfy the said Rauma Swamee Chitty of Two thousands three hundreds and forty two Pagodas thirty eight fanams and twenty Cash for debt which the said Rauma Swamee Chitty recovered against the said Syfud Dowlah Behander and also two hundred and seven Pagodas and eighteen fanams adjudged to the said Rauma Swamee Chitty for his damages which he had sustained as well on occasion of the detaining 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 eighth day of July next —

Writ of Capias ad Satisfaciendum issued on the 28th day of June 1814 —

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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 in the year One thousand eight hundred and Twelve —

Madras to Wit — } William Parr and Samuel Parr puts in their place John Carruthers their attorney against Mootoosawmy Pillay in a Plea of Trespass on the Case —

Madras to Wit — } The said Mootoosawmy Pillay puts in his place Daniel Neale his attorney at the Suit of the said William Parr and Samuel Parr in the Plea aforesaid —

Madras to Wit — } Be it remembered that in the Vacation after the Third Term in the year of our Lord One thousand eight hundred and Eleven before the Supreme Court of Judicature at Madras came William Parr and Samuel Parr by John Carruthers their Attorney and brought into the said Court then there their certain Plaint against the said Mootoosawmy Pillay in a Plea of Trespass on the Case and there are Alleged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. —

Madras.

Second Term 1812.

Plaint in assumpsit
Filed 28th Augt 1811
J.W.

Madras (to wit) William Parr and Samuel Parr by John Carruthers their Attorney Complain of Mootoosawmy Pillay who is an Hindoo Inhabitant of Madras and as such is personally Subject to the Jurisdiction of this Honorable Court For that Whereas on J. Jackson on the Sixteenth day of April in the present Year of Christ One thousand Eight hundred and Eleven at Madras made his certain Promissory Note in Writing bearing date the day and year aforesaid and then and there delivered the said Note to the said Mootoosawmy by which said Note the said J. Jackson then and there promised Three Months after the date thereof to pay to the said Mootoosawmy or order the Sum of One thousand Two hundred and Fifty Star Pagodas for Value received - And the said Mootoosawmy to whom or to whose Order the Payment of the said Sum of Money in the said Note specified was to be made after the making of the said Note and before the Payment of the said Sum therein specified to wit on the same day and year aforesaid at Madras aforesaid indorsed the said Note by which said Indorsement he the said Mootoosawmy then and there Ordered and appointed the said Sum of Money in the said Note specified to be paid to the said William and Samuel and then and there delivered.

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delivered the said Note to the said William and Samuel-
And the said William and Samuel in fact say that after-
wards when the said Note became due and payable
according to the tenor and effect thereof to wit on the
Nineteenth day of July in the year aforesaid at Madr
aforesaid the said Note so indorsed as aforesaid
duly presented at the dwelling House of the said J.
Faithful but the said J. Faithful was not to be found
and the said Sum of Money in the said Note
specified or any part thereof was not then or at any time
afterwards paid of all which said several premises
the said Mootoosawmy afterwards to wit on the day
and year last aforesaid at Madras aforesaid had
Notice By means whereof and by force of the Statute
in such Case made and provided the said
Mootoosawmy then and there became liable to pay to
the said William and Samuel the said Sum of Money
in the said Note specified when he the said Mootoosawmy
should be thereunto afterwards requested And being so
liable he the said Mootoosawmy in Consideration thereof
afterwards to wit on the day and year last aforesaid at
Madras aforesaid undertook and then and there faith-
fully promised the said William and Samuel
to pay them the said Sum of Money in the said
Note

Note specified when he the said Mootoosawmy should be thereunto afterwards requested. And Whereas also the said Mootoosawmy afterwards to wit on the Thirteenth day of August in the year aforesaid at Madras aforesaid was indebted to the said William and Samuel in other Two Thousand Star Pagodas of the lawful Current Money of Madras aforesaid for so much Money by the said William and Samuel before that time lent and advanced to the said Mootoosawmy and at his Special instance and request and being so indebted he the said Mootoosawmy in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said William and Samuel to pay them the said last Mentioned Sum of Money when he the said Mootoosawmy should be thereunto afterwards requested. And Whereas also the said Mootoosawmy afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said William and Samuel in other Two Thousand Star Pagodas of the like Current Money aforesaid for so much Money by the said Mootoosawmy before that time had in and received to and for the use of the said William and Samuel and being so indebted he the said Mootoosawmy

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1812

Judgment Roll

Second Term

Section 7

Bing

Mootoosawmy in Consideration thereof afterwards to wit on the
same day and year last aforesaid at Madras undertook and
then and there faithfully promised the said William and
Samuel to pay them the said last Mentioned Sum of
Money when he the said Mootoosawmy should be thereunto
afterwards requested. And Whereas also the said Mootoo
Sawmy afterwards to wit on the same day and year
last aforesaid at Madras aforesaid Accounted together with
the said William and Samuel of and Concerning divers
other large Sums of Money before that time due and owing
from the said Mootoosawmy to the said William and
Samuel and then being in arrear and unpaid and
upon such Accounting he the said Mootoosawmy was
then and there found to be in arrear and indebted to the
said William and Samuel in other Two Thousand
Star Pagodas of the like Current Money aforesaid and
being so found in arrear and indebted he the said
Mootoosawmy in Consideration thereof afterwards to wit on
the same day and year last aforesaid at Madras afore-
said undertook and then and there faithfully promised
the said William and Samuel to pay them the said
last mentioned Sum of Money when he the said
Mootoosawmy should be thereunto afterwards requested.
And the said Mootoosawmy not regarding his said
several promises and undertakings so by them
made

Second Term 1812.

made in this behalf as aforesaid but Contriving and Fraudulently intending Craftily and Subtilly to deceive and defraud the said William and Samuel 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 William and Samuel he the said Mootoo Sawmy hath hitherto wholly refused and still doth refuse to the Damage of the said William and Samuel of Two Thousand Star Pagodas and therefore they &c.

And afterwards that is to say in the Term one thousand eight hundred and Eleven until which Term the said Mootoo Sawmy Pillay had leave to imparl to the said Plaint and then to answer the same came as well the said William Parr and Samuel Parr by their said Attorney as the said Mootoo Sawmy Pillay by his said Attorney and the said Mootoo Sawmy Pillay defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said William and Samuel have above thereof complained against him and of this he puts himself upon the Court &c.

Imparlance

Plea filed 25th Sept. 1811

And afterwards that is to say in the

Replication filed 27th Sept. 1811 - and issue joined. —

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same fourth Term of the said Year One Thousand
Eight hundred and Eleven came the parties
aforesaid by their Attorney aforesaid And thereupon
the said William and Samuel as to the Plea of
the said Mootoosawmy Pillay by him above
pleaded and whereof he hath put himself upon
the Court do the like—

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in the Fourth Term in the
Year One Thousand Eight hundred and Eleven— that
is to say on the First day October One thousand Eight
hundred and Eleven which day was given as well
to the said William and Samuel as to the said
Mootoo Sawmy to inform the Court of the Premises &
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 deliberately considered
the Evidence (adduced on the part of the said William
and Samuel and the said Mootoosawmy not having
produced any) say that the said Mootoosawmy did
undertake and promise in manner and form as
the said William and Samuel have above thereof
complained against him and they assess the damages of
the said William and Samuel on occasion of the
Premises besides his Costs and Charges by him about

his

Second Term 1812 -

his Suit in this behalf expended to One Thousand Three hundred and Twelve Pagodas and Twenty Fanams and for those Costs and Charges to One hundred and Sixty One Pagodas and Twenty two Fanams - Therefore it is Considered that the said William and Samuel do recover against the said Modoosawmy his said damages Costs and Charges by the said Court now here adjuged to the said William and Samuel and with his Assent and which said damages Costs and Charges in the whole Amount to One Thousand Four hundred and Seventy three Pagodas and Forty Two Fanams - And the said Modoosawmy in Mercy &c.

Judgment Signed for the Plaintiff the 28th day of April 1812 -
J. Shaw
DJ Ordbg

Mercy.

Second Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight one of his Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand Eight hundred and Twelve ——

Madras to wit — Poorno Settauramiah Braminy puts in his place Gilbert Ricketts his Attorney against Munnauroo Kistniah Braminy the Son and heir and personal representative of Poorroshottum Braminy deceased in a plea of Trespass on the Case ——

Madras to wit — The said Munnauroo Kistniah Braminy the Son and heir and personal representative of the said Poorroshottum deceased as aforesaid in his own proper person at the Suit of the said Poorno Settauramiah Braminy in the Plea aforesaid —

Madras to wit — Be it remembered that in the Vacation after the First Term in the year of Christ One thousand Eight hundred and Twelve before the Supreme Court of Judicature at Madras came Poorno Settauramiah Braminy by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Munnauroo Kistniah 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

Plaint in Assumpsit
Filed 9th March 1812 -
A.R.

Madras to Wit Poroo Seetauramiah }
Branimy by Gilbert Bicketts his Attorney complains of
Mummaroo Kistniah Branimy the Son and heir
and personal Representative of Poorooshottum Branimy
deceased according to the laws and customs of the Hindoo
Natives of India and having as such personal Representative
administered and taken possession of the Estate and
property which were of the said Poorooshottum Branimy
deceased at the time of his death and being a Hindoo
Inhabitant of Madras and as such a person liable to the
Jurisdiction of this Honorable Court in a Plea of
Trespass on the case For that Whereas the said
Poorooshottum Branimy heretofore in his life time
to wit on the First day of March in the Year of
Christ One Thousand Eight hundred and five at
Madras aforesaid was indebted to the said Poroo
Seetauramiah Branimy in the Sum of Two thousand
Pagodas Current money of Madras for so much
money by the said Poroo Seetauramiah Branimy
before that time lent and advanced To the said
Poorooshottum Branimy in his life time and at
his Special instance and request and being so
indebted

indebted he the said Poroo Shottum Braminy in
Consideration thereof afterwards in his life time to
wit on the same day and Year aforesaid at
Madras aforesaid undertook and to the said Poroo
Seetaverramiah Braminy then and there faithfully
promised to pay him the said Sum of money
when he the said Poroo Shottum Braminy
should be thereto afterwards requested And
Whereas also the said Poroo Shottum Braminy
afterwards in his life time to wit on the same
day and Year aforesaid at Madras aforesaid was
indebted to the said Poroo Seetaverramiah Braminy
in other Sum of Two thousand Pagodas of like
Current money of Madras for so much money
by the said Poroo Shottum Braminy in his life
time before that time had and received to the
use of the said Poroo Seetaverramiah Braminy
and being so indebted he the said Poroo Shottum
Braminy in Consideration thereof afterwards
in his life time to wit on the same day
and Year aforesaid at Madras aforesaid did
undertook

undertook and then and there faithfully promised the said Poroo Seetaurramiah Braminy to pay him the said last mentioned Sum of Money when he the said Poroo Shottaum Braminy should be thereto afterwards requested. And Whereas also the said Poorshottaum Braminy afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Poroo Seetaurramiah Braminy of and concerning divers other Sums of money before that time due and owing from the said Poroo Shottaum Braminy in his life time to the said Poroo Seetaurramiah Braminy and then being in arrear and unpaid and upon that accounting the said Poroo Shottaum Braminy in his life time was then and there found to be in Arrear and indebted to the said Poroo Seetaurramiah Braminy in the further Sum of Two thousand Pagodas of like Current money of Madras and being so found in arrear and indebted he the said Poroo Shottaum Braminy in consideration thereof afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Poroo Seetaurramiah Braminy to pay him the said

said last mentioned sum of money when he the said Poroo Shottum Braming should be thereto afterwards requested Yet the said Poroo Shottum Braming in his life time and the said Munnawoo Thistnah Braming personal Representatives as aforesaid since decease not regarding the said several promises and undertakings of the said Poroo Shottum Braming so by him in Manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Poroo Seetaurammiah Braming in this behalf have not nor hath either of them or any or either of them or any part thereof to yet paid the said several sums of money the said Poroo Seetaurammiah Braming although so to do he the said Poroo Shottum Braming in his life time and the said Munnawoo Thistnah Braming personal Representatives as aforesaid since his death to wit on the first day of April in the year of Christ one thousand eight hundred and six and often both before and afterwards were requested by the said Poroo Seetaurammiah Braming to wit at Madras aforesaid But the

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said Poroo Shottum Bramin in his life time wholly refused so to do and the said Munnaroo Shistriah Bramin personal Representatives as aforesaid after the death of the said Poroo Shottum Bramin hath hitherto wholly refused and still doth refuse So to the damage of Poroo Seetaurammiah Bramin of Two Thousand Pagodas and therefore he brings his Suit &c.

judgment by Confession -

And afterwards in the Vacation after the first Term in the Year of our Lord One Thousand Eight hundred and Twelve that is to say on the Twenty Sixth day of March in that Year untill which the said Munnaroo Shistriah Bramin had Leave to impart to the said Plaint and then to answer the same &c comes as well the said Poroo Seetaurammiah Bramin as the said Munnaroo Shistriah Bramin by their respective Attornies aforesaid and the said Munnaroo Shistriah Bramin defends the Wrong and injury when &c and says that he cannot deny the said Action of the said Poroo Seetaurammiah Bramin nor but that the said Poroo Seetaurammiah Bramin in his life time did undertake and promise in manner and form as the said Poroo Seetaurammiah Bramin hath above in that behalf alledged nor

now but that the said Poroo Seetaunramiah Branmy hath sustained damages on occasion of the not performing of the several promises in the Plaint mentioned to the sum of One Thousand five hundred and Fifty Pagodas parcel of the damages by the said Plaint suppposed over and above his Costs and Charges by him about his Suit in this behalf And thereupon the said Poroo Seetaunramiah Branmy prays judgement for the damages be aforesaid confessed and for his said Costs and Charges Therefore it is Considered that the said Poroo Seetaunramiah Branmy do recover against the said Mannaroo Vishnah Branmy Son and personal Representative aforesaid his damages aforesaid to the sum of One Thousand five hundred and fifty Pagodas in form aforesaid confessed and also Seventy five Pagodas and Eighteen fanams for his said Costs and Charges by the Court now here adjudged to the said Poroo Seetaunramiah Branmy with his assent which said damages Costs and Charges in the Whole Amount to One Thousand Six hundred and Seventy five Pagodas and Eighteen fanams to be levied of the Goods and Chattels which were

Judgment Signed for the Plaintiff the 12th day of May 1812
J. Shaw
Dy Sheriff

of the said Poorooshottaumiah Braminy at the time
of his death to be administered if he hath so much
thereof in his hands to be administered and if he
hath not so much thereof in his hands to be
administered then the sum of Seventy Five
Pagodas and Eighteen fanams parcel of the
damages aforesaid to be levied of the proper
Goods and Chattels of the said Mannaroo
Kistniah Braminy and the said Mannaroo
Kistniah Braminy in Mercy &c.

Marey

And hereupon the said
Pooroo Soobbaiamiah Braminy by Gilbert Ricketts
his attorney prays the writ of our Lord the King
of Fieri Facias to be directed to the Sheriff of-
Madras to cause him to levy and make of
the Goods, Lands Debts and other Effects
real and Personal of the said Mannaroo
Kistnaiah Braminy at the time of his
death in the hands of the said Mannaroo
Kistniah Braminy Son and personal re-
-presentative of the said Pooroo Soobbaiah
Braminy deceased to be administered within
the jurisdiction of this Court by Seizure

and

and if it be necessary by Sale thereof the Sum of
One thousand Six hundred and twenty five Pagodas
and eighteen fanams which the said Porroo
Seetauramiah Braminy recovered against the Said
Mannaroo Kistniah Braminy as the Son and per=
=sonal representative aforesaid for his damages
which he had sustained as well on occasion of
the not performing certain promises and undertakings
made by the said Porroo Shattiem Braminy=
in his life time to the said Porroo Seetauramiah
Braminy as for his costs and charges by him=
about his Suit in that behalf expended, if the
much thereof in his hands to be administered=
and if he hath not so much thereof in his=
hands to be administered then the Sum of Seventy five
Pagodas and eighteen fanams parcel of the damages
aforesaid being for the costs and Charges aforesaid
to be levied of the proper Goods &c. of the said
Mannaroo Kistniah Braminy - And it is granted
unto him returnable here on the eighteenth day of
July next ——

Writ of Fieri Facias issued against the Defendt's property on the 12th day of May 1812 -

No 18

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve ——

Madras to wit — Condavurdey Govindoo Naick puts in his place Forrest Disney and John Shaw his Attorneys against the Vurdapah Maistry in a Plea of Debt upon a Bond according to the Usage of the Hindoo Natives. ——

Madras to wit — The said Vurdapah Maistry in his own proper person at the Suit of the said Condavurdey Govindoo Naick in the Plea aforesaid. ——

Madras to wit — Be it remembered that in the Second Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of Judicature at Madras came Condavurdey Govindoo Naick by Forrest Disney and John Shaw his Attorneys and brought into the said Court then there his certain plaint against the said Vurdapah Maistry in a Plea of Debt upon a Bond according to the usage of the Hindoo Natives aforesaid and there are pledged for the prosecution to wit John Doe and Richard Roe which said Plaint followed in these words that is to say —

Madras —

Second Term 1812

Plaint in Debt
Filed 7 April 1812
S.S.

Madras (to Wit) Condaveerdey Govindoo Naick by Fawnes Disney and John Shaw his Attornies complains of Verdapah Mastry who is an Inhabitant of Madras and as such Subject to the jurisdiction of this Honorable Court of a plea, that he render to him the said Govindoo, Two thousand Star Pagodas which he the said Verdapah owes to and unjustly detains from him, For that Whereas the said Verdapah heretofore to wit on the Tenth day of February in the year of Christ One thousand eight hundred and eleven at Madras by his Certain Writing Obligatory Sealed & with the Seal of the said Verdapah and to the Court Now here Shewn the date whereof is on the day and year aforesaid acknowledges himself (by the name and description of Verdapah Mastry Son of Venkata Mastry to be held and firmly bound unto the said Govindoo in the said Sum of Two thousand Star pagodas, to be paid to the said Govindoo when he the said Verdapah should be thereunto afterwards requested, Yet the said Verdapah (although often requested) hath not yet paid the said Sum of Two thousand Star pagodas above demanded, or any part thereof to the said Govindoo but to pay the same, he the said Verdapah

No. 19

(Vurdapah) hath hitherto wholly refused and still refuses so to do to the damage of the said Govindoo of Two [illegible] Hundred Star Pagodas and therefore he brings [illegible] his Suit &c.

And the said Vurdapah by William Light [illegible] his Attorney comes and defends the Wrong and injury when &c. and says that he cannot deny the Action of the said Govindoo now but that the said Writing Obligatory is the Deed of him the said Vurdapah, nor but that he the said Vurdapah owes to the said Govindoo the said Sum of Two thousand Star Pagodas above demanded in Manner and form as the said Govindoo hath above thereof Complained against him. Therefore it is considered that the said Govindoo do recover against the said Vurdapah his said debt and also Ninety Six Pagodas and Ten Fanams and [illegible] 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 as now here adjudged to him and with his assent. and the said Vurdapah in Mercy &c.

Judgment by Confession.

Judgment Signed for the Plaintiff the 19th day of May 1812. Wm Shaw Dpt Provo

Mercy

And hereupon the said Gondaverdey Govindoo Naicka by Fornies Ditney and

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and John Shaw his attornies pray the writs of Our Lord the King of Fiere Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Goods Lands Debts and other Effects real and personal of Vurrapah Mastry within the jurisdiction of this Court by Seizure and if to be necessary by Sale thereof the Sum of Two thousands one hundreds and fifty two Star Pagodas and nine fanams for Debt which the said Condawardy Govendoo Nauck against the said Vurrapah Mastry and also Ninety Six Pagodas and Ten fanams agreges to the said Condawardy Govendoo Nauck for his damages which he had sustained at will or occasion of the detaining of the said Debt and for his Costs & Charges by him about his Suit in that behalf expended - And it is granted unto him returnable here on the eighth day of June next -

Writ of Fiere facias issued against the defendants property on this 19th day of May 1812 -

No. 19.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice, and the Honble Sir Francis Macnaghten Knight one of his Majesty's justices of the Supreme Court of judicature at Madras of the Second Term in the year One thousand Eighte hundred and Twelve —

Fort St George Madras to wit — Mariana Lathelip puts in her place William Light her Attorney against Narrain Moodelliar the Son and Wonna=Mally the Widow and personal representatives of Yagapah Moodelliar deceased in a plea of Trespass on the Case. —

Fort St George Madras to wit — The said Narraina Moodelliar the Son and Wonna Mally the widow and personal representatives of the said Yagapah Moodelliar deceased as aforesaid in their own proper persons at the Suit of the said Mariana Lathelip in the plea aforesaid —

Fort St George Madras to wit — Be it remembred that in the Vacation after the Second Term in the Year of Christ One thousand Eight hundred and Twelve before the Supreme Court of judicature at Madras came Mariana Lathelip by William Light her Attorney and brought into the said Court then there his certain Plaint against the said Narraina Moodelliar and Wonna Mally as the 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 followed in these words that is to say —

Fort St

Second Term 1812

Plaint in Assumpsit
Filed 27th May 1812
J. L.

Fort Saint George Madras to Wit. Mariana
Lathelyn by William Light her attorney &c
Complains of Narrain Modeliar the Son and
Moorna Mally the Widow and personal Representatives
of Yagapah Moodeliar deceased being respectively
Hindoo Inhabitants of Madras and as such &c
personal liable to the Juriddiction of this Honorable
Court of a Plea of Trespass on the Case For that &c
whereas the said Yagapah Moodeliar in his
life time heretofore to wit on the Second day of &c
December in the Year One Thousand Eight hundred
and Eleven at Madras aforesaid was indebted
to the said Mariana Lathelyn in the Sum of One
Thousand and four hundred Star Pagodas of the &c
Current Money of Madras aforesaid for so much &c
money by the said Yagapah Moodeliar in his life &c
time before that time had and received to and for the
use of the said Mariana Lathelyn and being so
indebted he the said Yagapah Moodeliar in his
life time in Consideration thereof afterwards to wit
on the same day and Year last aforesaid &
Madras aforesaid undertook and then and there
faithfully promised the said Mariana Lathelyn
to pay her the said last mentioned Sum of &c
money

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money when he the said Yagapah Modeliar in his
life time should be thereto afterwards requested &
And Whereas also the said Yagapah Modeliar
in his life time afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
was indebted to the said Mariana Lathelipi in other
One Thousand and four hundred Star Pagodas of
like Current money of Madras aforesaid for so
much money by the said Mariana Lathelipi before
that time lent and advanced to the said Yagapah
Modeliar in his life time at his special instance
and request and being so indebted he the said
Yagapah Modeliar in his life time 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 Mariana Lathelipi to pay her the said
last mentioned Sum of money when he the said
Yagapah Modeliar in his life time should be
thereto afterwards requested And Whereas also
the said Yagapah Modeliar in his life time
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was
indebted to the said Mariana Lathelipi in
other

Athen One Thousand and four hundred Star
Pagodas of like current money of Madras afore-
said for so much money by the said Mariana
Lathelijn before that time paid laid out and
expended to and for the use of the said Yagapah
Modeliar in his life time at his Special instance
and request and being so indebted he the said Yagapah
Modeliar 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 Mariana
Lathelijn to pay her the said last mentioned sum
of money when he the said Jagapah Modeliar in
his life time should be thereto afterwards requested
And whereas also the said Yagapah Modeliar
in his life time afterwards to wit on the same day
and year last aforesaid at Madras aforesaid
accounted with the said Mariana Lathelijn of
and concerning divers other sums of money
then due and owing from the said Yagapah
Modeliar in his life time to the said Mariana
Lathelijn and then being in arrear and unpaid
upon that accounting he the said Yagapah Modeliar
in his life time was then and there found to be
in arrear and indebted to the said Mariana
Lathelijn

N. 20

Lathelejé in the One Thousand and four hundred
Star Pagodas of like Current money of Madras
aforesaid and being so indebted he the said
Yagapah Moodeliar in his life time in
Consideration thereof afterwards to wit on the
same day and year last aforesaid at
Madras aforesaid undertook and then and
there faithfully promised the said Mariana
Lathelejé to pay her the said last mentioned
Sum of money when he the said Yagapah
Moodeliar in his life time should be thereto
afterwards requested Yet the said Yagapah
Moodeliar in his life time 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 Mariana Lathelejé in this behalf hath
not nor have the said Narrain Moodeliar
and Woonna Wally or any or either of them since
his death as such personal representatives
as aforesaid yet paid the said Mariana
Lathelejé although the said Yagapah Moodeliar
in his life time and the said Narrain
Moodeliar

Moodeliar and Woonna Mally since his death as such Personal Representatives as aforesaid were often requested so to do but to pay the same or any part thereof he the said Yagapah Moodeliar in his life Time and the said Narrain Moodeliar and Woonna Mally as such Personal Representatives as aforesaid have hitherto wholly refused and still do refuse to the Damage of the said Mariana Lathelip of One Thousand and four hundred Star Pagodas and therefore she brings her Suit &c.

Judgment by Confession

And the said Narrain Moodeliar the Son and Woonnamally the Widow and Personal Representatives of Yagapah Moodeliar deceased by John Shaw their Attorney come and defend the wrong and injury when &c. and say that they cannot deny the Action of the said Mariana Lathelip but they the said Narrain Moodeliar the Son and Woonnamally the Widow and Personal Representatives of Yagapah Moodeliar deceased did undertake and promise in manner and form as the said Mariana Lathelip hath above thereof complained against them and that the said Mariana Lathelip hath sustained Damage on occasion of the not performing of the said several promises and undertakings in the said Declaration mentioned in the Sum of Six Hundred

No. 20.

18 March 1817
Rec.d from
Mr. Ch. Barry
the Sketch
for Mr. J.B.
Sketch

1812

Judgment Roll

Second Term

Section B

hundred and Seventy One Pagodas Seventeen Fanams and Sixty five Cash as by the said Declaration is above suggested and thereupon the said Mariana Lathelipe prays Judgment and her Damages so Acknowledged together with her Costs and Charges by her about her Suit in this behalf expended to be adjudged to her &c. Therefore it is considered that the said Mariana Lathelipe do recover against the said Narrain Modeliar the Son and Woonnarrally the Widow and Personal Representatives of Yagnpah Modeliar deceased her Damages aforesaid of Six hundred and Seventy One Pagodas Seventeen Fanams and Sixty five Cash aforesaid Acknowledged and also Seventy Nine Pagodas and Twenty five Fanams for her said Costs and Charges by the Court now adjudged to the said Mariana Lathelipe and with her assent which said Damages Costs and Charges in the whole Amount to Seven hundred and fifty Pagodas forty two Fanams and Sixty five Cash to be Levied of the Goods and Chattels which were of the said Yagnpah Modeliar at the time of his death in the hands of the said Narrain Modeliar the Son and Woonnarrally the Widow and

Judgment Signed for the Plaintiff the 5th day of June 1812.
J. Shaw
21. Proctr.

Second Term 1812

and personal representatives as aforesaid to be
administered and the said Narrain Modeliar
the Son and Woonamally the Widow and personal
Representatives of Yagapah Modeliar deceased
in Mercy &c.

Mercy

And hereupon the said Mariana
Lathelep by William Light her Attorney prays the
Writ of our Lord the King of Fieri Facias to be
directed to the Sheriff of Madras to cause him
to levy and make of the Goods Lands Debts
and other Effects real and personal of the said
Yagapah Modeliar at the time of his death
in the hands of the said Narrain Modeliar
the Son and Woonamally the Widow and personal
representatives of the said Yagapah Modeliar de-
-ceased to be administered within the jurisdiction
of this Court by Seizure and if it be necessary
by Sale thereof the Sum of Seven hundred and
fifty Pagodas Forty two fanams and Sixty five
Cash which the said Mariana Lathelep
recovered against the said Narrain

Modeliar

Moodelliar and Woonnamally as the personal representatives aforesaid for her damages which she had sustained as well on occasion of the not performing certain promises and undertakings made by the said Yagapah Moodelliar in his life time to the said Mamana Lathetyn as for her costs and Charges by her about her Suit in that behalf expended, if the said Narrain Moodelliar and Woonnamally 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 Seventy nine Pagodas and twenty five fanams parcel of the damages aforesaid being for the costs and charges aforesaid to be levied of the proper Goods of the said Narrain Moodelliar and Woonnamally and to it is granted unto her returnable here on the Sixth day of July Next -

Writ of Fieri facias issued against the Defendts property on the 5th day of June 1812.

Second Term 1812

Held before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve. ——

Fort St George Madras ss } Connavankum Veeraswamy Mudelliar puts in his place Forrest Disney his Attorney against Mily Iyadawmy in a plea of Debt upon an English Bond. ——

Fort St George Madras ss } The said Mily Iyadawmy in his own proper person at the Suite of the said Connavankum Veeraswamy Mudelliar in the Plea aforesaid ——

Fort St George Madras ss } Be it remembered that in the Vacations after the second Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of judicature at Madras came Connavankum Veeraswamy Mudelliar by Forrest Disney his Attorney and brought into the said Court then there his certain plaint against the said Mily Iyadawmy in a plea of Debt upon an English Bond aforesaid and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followd in these words that is to say. ——

Fort St. George

No. 71

Plaint in debt
Filed 8th July 1811
WW.

Fort St. George Madras ss. Commaucum &
Veeraisawmy Moodelliar of Madras Inhabitant by
Lawrence Disney his Attorney Complains of Mely Iya
Sawmy who is a Hindoo Inhabitant of Madras
and as such liable to the jurisdiction of this Honble
Court of a Plea that he render to them the said Commaucum
Veeraisawmy Moodelliar Two thousand three
hundred and thirty Star Pagodas of the lawful
Current money of Madras which he the said Mely
Iyasawmy owes to and unjustly detains from
him. For that Whereas the said Mely Iya-
sawmy heretofore to wit on the fifth day of January
in the Year of Christ One thousand eight hundred
and eleven at Madras aforesaid by his certain
Writing Obligatory Sealed with the Seal of the said
Mely Iyasawmy and to the Court now here shewn
the date whereof is on the day and Year aforesaid
acknowledged himself (by the name and addition
of Mely Iyasawmy of Madras Inhabitant) to be
held and firmly bound unto the said Commaucum
Veeraisawmy

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Second Term 1812

Veeradanenny Modelliar in the penal Sum of Two
thousand two hundred and thirty six Star Pagodas
Current money of Madras to be paid to the said
Coonawaukum Veeradanenny Modelliar when he the
said Mily Iyadanenny should be thereunto afterwards
requested - Yet the said Mily Iyadanenny
although often requested hath not yet paid the said
Sum of Two thousand two hundred and thirty six
Star Pagodas above demanded or any part thereof to the
said Coonawaukum Veeradanenny Modelliar but
to pay the same or any part thereof he the said
Mily Iyadanenny hath hitherto wholly refused and
still refuseth so to do to the damnification of the
said Coonawaukum Veeradanenny Modelliar
of Two hundred and fifty Star Pagodas and
Dried Exparte therefore he brings his Suit &c.

Judgment for the plaintiff on a Verdict in debt -

And now in this First Term in the
year One thousand eight hundred and twelve
that is to say on the second day of February to which
day was given as well to the said Veeradanenny

N. 21 -

as to the said Lyadawony to inform the Court of the premises came before the Court the said Veera- dawony by his Attorney aforesaid and the said Lyadawony although solemnly demanded came not to answer, nor did he say any thing in bar or preclusion of the said action of the said Veera- dawony whereby the said Veeradawony remains thereon undefended against the said Ately Lya- dawony.

And afterwards to wit on the eighteenth day of February in this same Term the Justices of the said Court having heard the allegations of the said Veeradawony and examined the truth thereof and duly considered the evidence produced on the part of the said Veeradawony in support of his said allegations, say that the said Writing Obligatory in the said Plaint mentioned is the Deed of the said Lyadawony in manner and form as the said Veeradawony hath in his said Plaint in that behalf thereon alledged Wherefore it is considered that the said Veeradawony do recover against the said Lyadawony his said debt and also One Hundred and Nine Pagodas and Twenty One

judgment Signed for the Plaintiff the 5th day of June 1812. — J. Shaw 94 Brkt

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One Sanams for his damages which he hath sustained as well on occasion of the detention of the said debt as for his Costs and Charges by him about his Suit in this behalf expended by the Court now here adjudged to the said Veeranawny and with his assent and the said Iyadawny and mercy &c.

Mercy

And hereupon the said Connavan Kum Veeradawny Moodelliar by Fownes Disney 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 Rents, Lands, Debts and other Effects real and personal of Mily Iyadawny within the jurisdiction of this Court by Seizure and if it be Necessary by Sale thereof the Sum of Two thousand two hundred and thirty Six Star Pagodas for Debt which the said Connavan Kum Veeradawny Moodelliar recovered against the said Mily Iyadawny and also one hundred and nine Pagodas and twenty nine Sanams

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farnam adjudged to the said Connecanhum a
Veredawney Mondellian for his damages which
he had sustained as well on occasion af-
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 fifth day of August
Next ———

Writ of Fieri facias issued against the Defts property on the 5th day of June 1812 —

1/74

Second Term 1812

Pleas before the Honble Sir Thomas Andrew Stronge Knight Chief Justice and the Honble Sir Francis Macnaghten Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand eight hundred and twelve. —

Madras to wit — Tencantoopully Sashachella Moodelly puts in his place John Carruthers his Attorney against Cundapah Moodelly Iyahsawmy Moodelly and Sabatady Moodelly the Sons and personal representatives of Naulore Mootiah Moodelly deceased in a Plea of Trespass on the Case —

Madras to wit — The said Cundapah Moodelly Iyahsawmy Moodelly and Sabatady Moodelly as such Sons and personal representatives of the said Naulore Mootiah Moodelly deceased as aforesaid on their proper persons at the Suit of the said Tencantoopully Sashachella Moodelly 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 eleven before the Supreme Court of Judicature at Madras came Tencantoopully Sashachella Moodelly by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Cundapah Moodelly, Iyahsawmy Moodelly and Sabatady Moodelly in a Plea of Trespass on the Case and then are pledged for the prosecution to wit John Doe and Richard Roe which said Plaint followed in these words that is to say

No 22

Madras

Plaint in ejectment
Filed 6th Nov: 1811
J. J.

Madras to Wit. Teruvaatoo fully Shashachella Moodelly by John Carruthers his attorney complains of Cundapah Moodelly, Iyasamy Moodelly and Sabapady Moodelly being the sons and personal representatives of Naulore Moottiah late of Madras deceased according to the Laws and Customs of the Hindoo Natives of India and having possessed themselves as such personal representatives the Goods Chattles and Credits which were of the said Naulore Moottiah Moodelly at the time of his death and the said Cundapah Iyasamy and Sabapady 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 Naulore Moottiah deceased in his life time heretofore to wit on the Twelfth Cartega of Canlajooty Year or the Twenty Second November One thousand Seven hundred and Ninety Eight at Madras aforesaid made his certain Note in Writing in the Malabar Language according to the Laws and Customs of such Hindoo Natives of India his own proper hand being thereunto set and subscribed and bearing date the day and

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and Year aforesaid and then and there delivered the
said Note to the said Shashachella by which
said Note in Writing he the said Naulore Mottiah
Moodelly in his life time acknowledged to have
borrowed and received of the said Shashachella the
Sum of Fifty Star Pagodas of the lawful Current
Money of Madras aforesaid which Sum he the
said Naulore Mottiah Moodelly did thereby
engage to repay to the said Shashachella on demand
with all such Interest as should or might become due
thereon at the rate of Twelve Per Cent Per Annum
By means whereof and according to the Laws and
Customs aforesaid he the said Naulore Mottiah
Moodelly in his life time then and there became
liable to pay to the said Shashachella 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 Naulore Mottiah Moodelly
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 Shashachella to pay
him the said Sum of Money in the said Note
specified according to the tenor and effect of the
said

said Note. And Whereas also the said Naulore
Mootteah Moodelly in his life time aforesaid to
wit on the Seventh Day of Said entry Year or
Seventeenth May One thousand Seven hundred
and Ninety Nine at Madras aforesaid made his
certain other Note in Writing in the Malabar
Language according to the aforesaid Customs
of the Hindoo Natives his own proper hand being
thereunto Set and Subscribed and bearing date the
Same day and Year last aforesaid and then
and there delivered the last mentioned Note to the
said Shashachella by which said Note the the
said Naulore Mootteah Moodelly in his life time
acknowledged to have borrowed and Received from
the said Shashachella the Sum of Three
hundred and Seventy Star Pagodas of the Currency afore-
said which last mentioned Sum he the said Naulore
Mootteah Moodelly did thereby engage to repay to the
said Shashachella in the Space of Six Months from
the date of the said last mentioned Note 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 Customs aforesaid of
such Natives he the said Naulore Mootteah
Moodelly

Second Term 1812.

Moodelly in his life time there and there became liable to pay to the said Shadhachella the said last mentioned 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 Naulove Mootiah Moodelly in his life time in consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Shadhachella to pay him the said last mentioned Sum of Money in the said last mentioned Note specified according to the tenor and effect of the said last mentioned Note. And Whereas also the said Naulove Mootiah Moodelly in his life time afterwards to wit on the Twentieth day of November in the Year One thousand Eight hundred and Four at Madras aforesaid was indebted to the said Shadhachella in the Sum of Eight hundred Star Pagodas of the like Currency aforesaid for so much Money by the said Shadhachella before that time lent and advanced to the said Naulove Mootiah Moodelly in his life time and at his Special

special instance and request and being so indebted he the
said Naulore Moothiah Moodelly 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
Shashachella to pay him the said last mentioned
sum of Money when he the said Naulore Moothiah
Moodelly should be thereunto afterwards requested.
And Whereas also the said Naulore Moothiah
Modelly in his life time afterwards to wit on
the same day and year last aforesaid at Madras
aforesaid was indebted to the said Shashachella
in other Eight hundred Star Pagodas of the
like currency aforesaid for so much Money by the
said Naulore Moothiah Moodelly in his life time
and before that time had and received to and
for the use of the said Sashachella and being
so indebted he the said Naulore Moothiah Moodelly
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 Shashchella
to pay him the said last mentioned sum
of Money when he the said Naulore Moothiah

Moodelly

Second Term 1812.

Moodelly Should be thereunto afterwards & requested. And Whereas also the said Naulore Mootiah Moodelly in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted together with the said Shashachella of and concerning divers other large Sums of Money before that time due and owing from the said Naulore Mootiah Moodelly to the said Shashachella and then being in arrear and unpaid and upon such Accounting he the said Naulore Mootiah Moodelly was then and there found to be in arrear and indebted to the said Shashachella in other Eight hundred Star Pagodas of the like Currency aforesaid and being so found in arrear and indebted he the said Naulore Mootiah Moodelly 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 Shashachella to pay him the said last Mentioned Sum of Money when he the said Naulore Mootiah Moodelly Should be thereunto afterwards requested yet the said Naulore Mootiah Moodelly in his

No 22

his life time and the said Curundapah Iyastanny and Subabady as such personal representatives as aforesaid after the death of the said Naulore Mootiah Modelly not regarding their said Several promises and undertakings so by them in Manner and form aforesaid Made but contriveing and fraudulently intending Craftily and Subtilly to deceive and defraud the said Shashachella in this behalf have not nor hath either of them as yet paid the said several Sums of Money aforesaid or any or either of them or any part thereof to the said Shashachella (altho' often requested so to do) But to pay the Same or any part thereof to the said Shashachella he the said Naulore Mootiah Modelly in his life time wholly refused as the said Curundapah Iyastanny and Subabady as such personal representatives as aforesaid have and each of them hath ever since the death of the said Naulore Mootiah Modelly hitherto wholly refused and still do refuse so to do. And Whereas also the said Naulore Mootiah Modelly in his life time to wit on the day and year last aforesaid at Madras aforesaid

aforesaid was indebted to the said Shadrachella in the further Sum of Eight hundred Star Pagodas of the like Currency aforesaid for so much Money by the said Shadrachella before that time lent and advanced to the said Nandore Mottiah Moodelly in his life time and at his special instance and request and also in the further Sum of Eight hundred Star Pagodas of the like Currency aforesaid for other Money by the said Nandore Mottiah Moodelly in his life time and before that time had and received to and for the use of the said Shadrachella And the said Nandore Mottiah Moodelly since deceased in his life time being so indebted and the said several sums of Money in this Court Mentioned being and remaining wholly due and unpaid the said Lundapah Lyadanenny and Sabalady as such personal Representatives aforesaid in Consideration thereof afterwards and after the death of the said Nandore Mottiah Moodelly to wit on the first day of December in the Year One thousand Eight hundred and Ten at Madras aforesaid undertook and then and there faithfully promised the said Shadrachella to pay him the said several sums

of

of Money in this Court mentioned or when they the said
Cundapah Iyasawmy and Sababady should be
thereunto afterwards requested. And Whereas also the
said Cundapah Iyasawmy and Sababady as such personal
representatives as aforesaid afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid accounted
with the said Shashachella of and Concerning divers other
Sums of Money from the said Cundapah Iyasawmy
and Sababady as such personal representatives as aforesaid
to the said Shashachella before that time due and owing
and then in arrear and unpaid and upon that Accounting
the said Cundapah Iyasawmy and Sababady as such
personal representatives as aforesaid were then and
there found to be in arrear and indebted to the said
Shashachella in the further Sum of Eight hundred
Star Pagodas of the like Currency aforesaid and
being so found in arrear and indebted and the
said last Mentioned Sum of Money being and
remaining wholly unpaid they the said Cundapah
Iyasawmy and Sababady as such personal
representatives as aforesaid in Consideration
thereof afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said

Shashachella

Shadharchella to pay him the said Sum of Money last Mentioned whenever afterwards they the said Cundapah Iyasawmy and Sababady as such personal representatives as aforesaid should be thereunto requested - Yet the said Cundapah Iyasawmy and Sababady as such personal Representatives as aforesaid 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 Shadharchella in this respect have not nor hath either of them as yet paid the said Several Sums of Money in the said last three Counts Mentioned or any or either of them or any part thereof to the said Shadharchella (although often requested so to do) But the said Cundapah Iyasawmy and Sabadady as such personal Representatives as aforesaid to pay the same or any part thereof have and each of them hath hitherto wholly refused and still do refuse To the damage of the said Shadharchella of One thousand and five hundred Star Pagodas and therefore he brings his Suit &c -

Tried by parte

Judgment for the Plaintiff on a Verdict in assump. sitem

And now in this Second Term that is to say on the Fourth day of April in the Year of Christ

N. 22 -

Christ - One thousand Eight hundred and Twelve - unto -
which day was given as well to the said Tenucantoopully
Shashachella Modelly as to the said Cundapah Modelly,
Lyasawmy Modelly, and Sabahady Modelly to answer the
Court of the Jyemidar Comes the said Tenucantoopully -
Shashachella Modelly by his Attorney aforesaid and the
said Cundapah Modelly Lyasawmy Modelly ~~and~~
and Sabahady Modelly 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
Naulore Mootiah Modelly in his life time did under-
take and promise in manner and form as the said
Tenucantoopully Shashachella Modelly hath in the First
Second Third Fourth and Fifth Counts of the said Plaint
above in that behalf alleged against him and they
assess the damages of the said Tenucantoopully Shasha-
chella Modelly on account of the not performing the
several promises and undertakings above ~~promised~~
mentioned over and above his Costs and Charges by him
about his Suit in this behalf expended to Seven hundred
and Forty Pagodas and for those Costs and Charges to One
Hundred and Fifty Seven Pagodas and Three Fanams -

Therefore it is Considered that the said
Tenucantoopully

Judgment Signed
for the Plaintiff.

Second Term 1812.

Tericautoopully Sathachella Moodelly do recover against the said Cundapah Moodelly, Lyasawmy Moodelly and Sababady Moodelly as representatives as aforesaid his damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole Amount to Eight hundred and Ninety Seven Pagodas and Three Fanams to be levied of the Goods and Chattles which were of the said Nadore Mootiah Moodelly at the time of his death in the hands of the said Cundapah Moodelly Lyasawmy Moodelly and Sababady Moodelly as representatives as aforesaid to be Administered, if they have so much thereof in their hands to be Administered, and if they have not so much thereof in their hands to be Administered then the Sum of One hundred and Fifty Seven Pagodas and Three Fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattles of the said Cundapah Moodelly Lyasawmy Moodelly and Sababady Moodelly and the said Cundapah Moodelly Lyasawmy Moodelly and Sababady Moodelly in mercy &c. mercy

And hereupon the said Tericautoopully Sathachella Moodelly by John Carruthers his attorney prays the writ of our Lord

No. 22.

Lord the King of Fieri Facias to be directed to
the Sheriff of Madras to Cause him to levy and
make of the Goods, Lands, Debts and other Effects real
and personal of the said Naulore Mootiah Moodelly
deceased at the time of his death in the hands of the
said Coondapah Moodelly, Gyahsaumy Moodelly and
Sabahady Moodelly the Sons and personal representatives
of the said Naulore Mootiah Moodelly deceased to be
Administered within the jurisdiction of this Court by
seizure and if it be necessary by Sales thereof the Sum
of Eight hundred and ninety Seven Pagodas and three
fanams which the said Terrecauttopally Sheshachellum Moodelly
recovered against the said Coondapah Moodelly Gyahsaumy
Moodelly and Sabahady Moodelly as the personal repre-
sentatives as aforesaid for his damages which he had
sustained as well on occasion of the not performing
the several promises and Undertakings made by the said
Naulore Mootiah Moodelly in his life time to the said Terre-
cauttopally Sashachellum Moodelly as for his costs and
charges by him about his Suit in that behalf expended of the
said Coondapah Moodelly Gyahsaumy Moodelly and Sabahady
Moodelly 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 fifty Seven Pagodas and three fanams
parcel of the damages aforesaid being for the costs and
charges aforesaid to be Levied of the proper goods and Chattels
of the said Coondapah Moodelly Gyahsaumy Moodelly and Sabahady
Moodelly and it is granted unto him returnable here on
the Sixth day of July Next ——

Note of Fieri
facias issued
against the Deceased
Estate on the

Second Term 1812.

Pleas before the Honble. Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight One of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Second Term in the Year One thousand Eight hundred and Twelve.

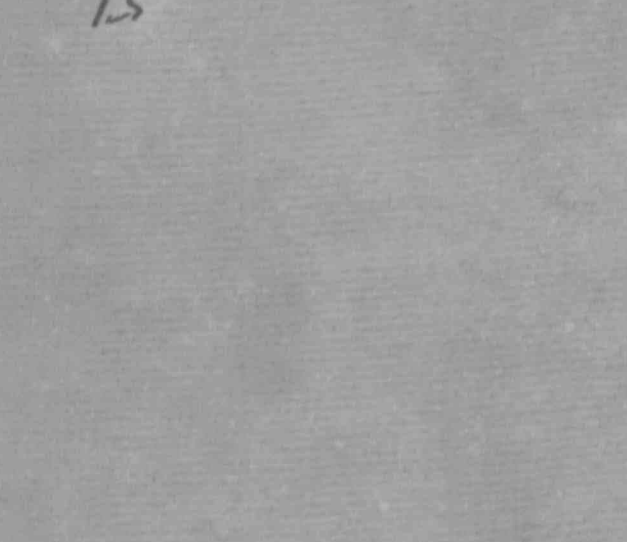
Madras to Wit } Cuttombaukum Ramasawmy Moodelly puts in his place John Carruthers his Attorney against Terepalacany Croomam Hoosane Saib in a Plea of Debt &c.

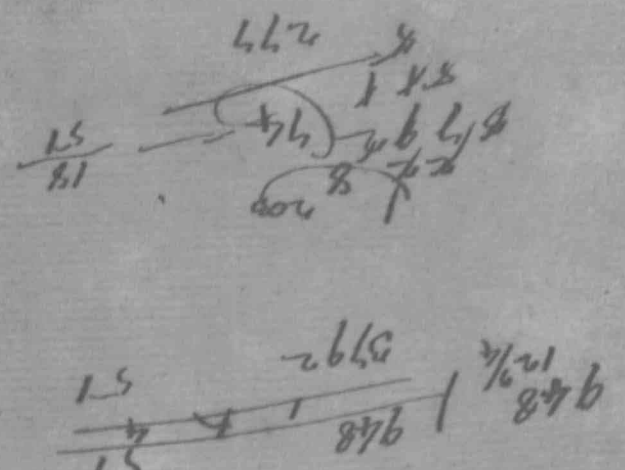
Madras to Wit } The said Terepalacany Croomam Hoosane Saib in his own proper person at the Suit of the said Cuttombaukum Ramasawmy Moodelly in the Plea aforesaid.

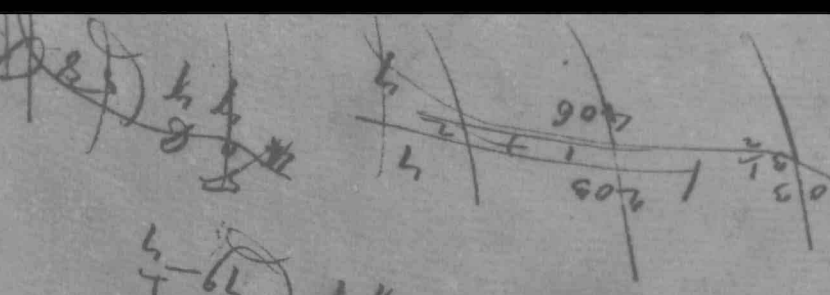
Madras to Wit } Be it Remembered that in the Vacation after the Second Term in the Year of Christ One thousand Eight hundred and Eleven before the Supreme Court of Judicature at Madras came Cuttombaukam Ramasawmy Moodelly by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Terepalacany Croomam Hoosane Saib in a Plea of Debt upon Bonds 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—

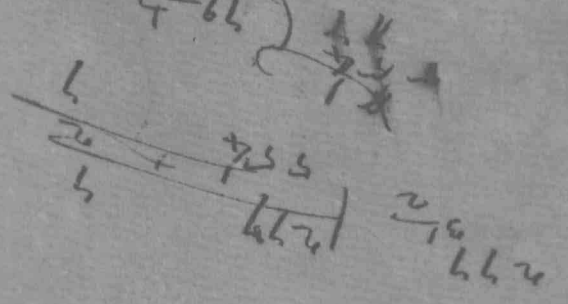
Madras—

12th April
1811 Rd
by Roman
Barring the
Letter
Recd 15th











1812

Judgment Roll

Second Term

Section 9

Second Term 1812

Plaint in Debt on Bond filed May 27th 1811

Madras to wit Cuttombaukum Ramasawmy Moodelly by John Carruthers his Attorney Complains of Irrepalacany Croomam Stoosane Saib who is a Mahomedan Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Ramasawmy the sum of Seven hundred and fifty Star pagodas of the Lawful Current Money of Madras which he owes to and unjustly detains from him. For that Whereas the said Croomam Stoosane Saib heretofore to wit on the Sixteenth day of April in the present year of Christ One thousand Eight hundred and Eleven at Madras aforesaid by his certain Writing Obligatory sealed with his Seal and to the Court now here Shewn the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Ramasawmy in the said Sum of Seven hundred and

fifty.

Fifty Star pagodas above demanded
to be paid to the said Ramasawmy
or him he the said Crooman Stoosane
Saib should be thereunto afterward so
Requested yet the said Crooman
Stoosane Saib although often Requested
so to do hath not as yet paid the
said Sum of Seven hundred and fifty
Star pagodas above demanded or
any part thereof to the said
Ramasawmy but to pay the same
or any part thereof to the said
Ramasawmy he the said Crooman
Stoosane Saib hath hitherto wholly
Refused and Still Refuses so to do
To the damage of the said Ramasawmy
of Fifty Star Pagodas and therefore
he brings his Suit &c.

Tried Exparte

Judgment for the Plaintiff on a Verdict in Debt.

And now in the First Term
No. 23. in

in the year One thousand Eight
hundred and twelve that is to say
on the tenth day of February to which
day was given as well to the said
Ramasawmy as to the said Crooman
Sloosane Saib to inform the said
Court of the premises Come the
said Ramasawmy by his Attorney
aforesaid and the said Crooman
Sloosane Saib althó solemnly called
Came not to Answer nor did he say
any thing in bar or preclusion of
the said Action of the said
Ramasawmy - And the Justices of
the said Court having heard the
Allegation of the party Plaintiff and
examined the truth thereof and
duly considered the Evidence produced
on

on the part of the said Plaintiff
say that the Writing Obligatory in
the said Declaration mentioned is the
Deed of him the said Croomen Noosane
Sail in manner and form as the said
Ramasawmy hath above thereof in that
behalf alledged - And do Adjudge that
the said Ramasawmy Recover against the
said Croomen Noosane Sail the sum of
Seven hundred and fifty Star Pagodas for
his Debt and also the Sum of One
hundred and fifty four Pagodas and
Twenty One fanams for his damages
which he hath sustained as well on
occasion of the detaining the said Debt
as for his Costs and Charges by him about
his Suit in this behalf expended which
said Debt and damages amount in the
whole

Judgment Signed
for the Plaintiff the
9th day of June 1812.
J Shaw
Dy Pooth

№ 23.-

whole to Nine hundred and four Pagodas and twenty One fanams and that the said Ramasawmy have Execution thereof. —

And hereupon the said Buttumbaukum Ramasawmy Moodelly 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 Terrpalacany Croomam Moodane Said to satisfy the said Buttumbaukum Ramasawmy Moodelly of Seven hundred and fifty Star Pagodas for Debt which the said Buttumbaukum Ramasawmy Moodelly recovered against the said Terrpalacany Croomam Moodane Said and also One hundred and fifty four Pagodas and twenty one fanams adjudged to the said Buttumbaukum

[redacted]

Second Term 1812

Settumbaukum Ramasawmy Moodelly 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 Sixteenth
day of June instant. ——

Writ of Capias
ad Satisfaciendum
Issues on the 9th
day of June 1812 —

No. 23

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Francis Macnaghten Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve. ——

Madras to wit — Vellapaulliam Soobbah Battoo puts in his place John Saunders his Attorney against Poothapagary Soobiah in a plea of Trespass on the Case ——

Madras to wit — The said Poothapagary Soobiah in his own proper person at the Suit of the said Vellapaulliam Soobbah Battoo 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 Vellapaulliam Soobbah Battoo by John Saunders his Attorney and brought into the said Court then there his certain Plaint against the said Poothapagary Soobiah 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 1812

496

Declarit in assumpsit Filed 11th July 1811. — W.

Madras to Wit Vellapaulliam Soobbah &c
Battoo by John Carruthers his attorney Complains
Poothapagary Soobbiah who is an Hindoo &
Inhabitant of Madras and as such a person liable to
to the Jurisdiction of this Honorable Court For that &c
Whereas the said Poothapagary Soobbiah heretofore to
Wit on the First December One thousand Eight
hundred and Nine at Madras aforesaid according
to the Customs of such Hindoo Natives of India made
his certain Note in Writing in the Gentoo language
purporting to be a Bond his proper hand being &c
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 &c
Vellapaulliam Soobbah By which said Note
in writing the said Poothapagary Soobbiah acknowledge
and declared that in consequence of his urgent &c
occasion he had on the day of the date thereof
Borrowed and Received of the said Vellapaulliam
Soobbah the Sum of One Thousand One hundred
and Seventy Star Pagodas of the Current Money
of Madras and did thereby engage to repay to the

said Vellaspaulliam Soobbiah the same Sum on or
before the Thirteeth day of April One thousand &
Eight hundred and Ten then next ensuing with
all such Interest as should or might become due
thereon at the rate of Nine per Cent per Annum
by means whereof and according to the customs aforesaid
of such Kindom he the said Poothapagary Soobbiah became
liable to pay to the said Vellaspaulliam Soobbiah 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 Poothapagary Soobbiah 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 Vellaspaulliam &
Soobbiah 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 Poothapagary Soobbiah after-
wards to wit on the Twenty Ninth day of June &
in the present year One thousand Eight hundred
and Eleven at Madras aforesaid was indebted to
the

the said Vellapaulliam Soobbah in the further sum
of Two Thousand Star Pagodas of the like Current
Money aforesaid for so much Money by the said
Vellapaulliam Soobbah before that time lent and
advanced the said Poothapagary Soobbiah and at his
special instance and request and being so indebted he
the said Poothapagary Soobbiah 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 Vellapaulliam
Soobbah to pay him the said last mentioned sum
of Money when he the said Poothapagary Soobbiah
should be thereunto afterwards requested And
Whereas also the said Poothapagary Soobbiah after-
wards to wit on the same day and year last
aforesaid at Madras aforesaid was indebted to the
said Vellapaulliam Soobbah in other Two Thousand
Star Pagodas of the like Current Money aforesaid
for so much Money by the said Poothapagary
Soobbiah before that time lent and received to and
for the use of the said Vellapaulliam Soobbah
and being so indebted he the said Poothapagary
Soobbiah in consideration thereof afterwards to

exist on the Same day day and Year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Vellapaulliam Sobbah
to pay unto the said last mentioned Sum of Money
when he the said Poothapagary Sobbiah should
be thereunto afterwards required - And Whereas also the
said Poothapagary Sobbiah afterwards to wit on the Same
day and Year last aforesaid at Madras aforesaid
accounted together with the said Vellapaulliam
Sobbah of and concerning divers other large Sums of
Money before that time due and owing from the said
Poothapagary Sobbiah to the said Vellapaulliam
Sobbah and then being in arrear and unpaid and
upon such accounting he the said Poothapagary Sobbiah
was then and there found to be in arrear and
indebted to the said Vellapaulliam Sobbah in other
Two Thousand Star Pagodas of the like Current
Money aforesaid and being so found in arrear and
indebted he the said Poothapagary Sobbiah 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 Vellapaudiam Soobbah to pay him the said last mentioned Sum of Money when he the said Poothapagary Soobbiah should be thereunto afterwards requested. Yet the said Poothapagary Soobbiah 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 Vellapaudiam Soobbah hath not yet paid the said several Sums of Money aforesaid or any or either of them or any part thereof altho often requested so to do but to pay the same or any part thereof to the said Vellapaudiam Soobbah he the said Poothapagary Soobbiah hath hitherto wholly refused and still doth refuse to the Damage of the said Vellapaudiam Soobbah of Two thousand Star Pagodas and therefore he brings his Suit &c.

Pried Exparte -

Judgment for the Plaintiff on a Verdict in Assumpsit -

And now in this First Term that is to say on the Thirteenth day of February in the Year of Christ One thousand Eight hundred and Twelve until which day was given as well to the said Soobbah Battoo as to the said Soobbiah to

informn the Court of the premises Comes the said
Loobbah by his Attorney aforesaid and the said
Loobbah altho solemnly called came not but made
default and the Justices of this Court having heard
the Allegations on 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 Loobbah did undertake and promise
in manner and form as the said Loobbah hath
above thereof in that behalf alledged against him-
And they Assess the damages of the said Loobbah
on occasion of the not performing the Several
promises and undertakings above mentioned over
and above his Costs and Charges by him about his
suit in this behalf expended to One thousand
Four hundred and Thirty four Star Pagodas and
Twenty four Fanams and for those Costs and Charges
to One hundred and Seventy Pagodas and Fourteen
Fanams - Therefore it is Considered that the said
Loobbah do recover against the said Loobbah his said
damages Costs and Charges in form aforesaid
assessed

Judgment Signed
for the plaintiff
the 9th June 1812
J. Thom
Pro Regr

assessed which said damages Costs and Charges in the Whole Amounting to One thousand Six hundred and Four Pagodas and Thirty Eight Fanams - And the said Soobbiah &c in Mercy &c -

Mercy

And hereupon the said Vellapaulliam Soobbah Battoo 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 Poothapagary Soobbiah to satisfy the said Vellapauliam Soobbah Battoo of One thousand Six hundred and four Pagodas and thirty eight fanams which the said Vellapau= liam Soobbah Battoo recovered against the said Poothapagary Soobbah for damages sustained on occasion of the non performance of

of certain promises and undertakings lately
made by the said Poosthapagary Soobbiah to
the said Vellapaulliam Soobbah Battoo as for
his costs and charges by him about his
Writ of Capias Suits in that behalf expended — And it is
as Satisfaciendum granted unto him returnable here on the
Issued on the Sixteenth day of June instant —
9th day of
June 1812 —

Second Term 1812

Pleas before the Honble Sir Thomas Andrew Stranger Knight Chief-justice and The Honble Sir Francis Macnaghten Knight one of His Majesty's justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve ——

Madras to wit — Vauvelaula Venkiah Browning puts in his place Gilbert Ricketts his Attorney against Vauvelaula Andemarrain Ayah in a Plea of Trespass on the Case —

Madras to wit — The said Vauvelaula Andemarrain Ayah in his own proper person at the suit of the said Vauvelaula Venkiah Browning in this plea aforesaid ——

Madras to wit — Be it remembered that in the Vacation after the same second Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of Judicature at Madras came Vauvelaula Venkiah Browning by Gilbert Ricketts his Attorney and brought into the said Court their Bill against the said Vauvelaula Andemarrain Ayah in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Madras

W. B.

Plaint in Assumpsit
Filed 5th June 1812
S. Shaw
Dt Pontey

Madras to wit Vauvelaula Venkiah Brammy by Gilbert Ricketts his Attorney complains of Vauvelaula Audenarrain Ayah 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 Audenarrain Ayah heretofore to wit on the Fourth day of December 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 Audenarrain Ayah promised to pay to the said Venkiah Brammy or order the Sum of Three Thousand four 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 Venkiah Brammy whereby and by reason of such said several premises and by force of the Statute in such case made and provided the said Audenarrain Ayah became liable to pay to the said Venkiah

(Venkiah Branning 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 Audenarrain Ayah in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Venkiah Branning to pay him the said Sum of Money in the said Note and interest at the Rate aforesaid according to the tenor and effect of the said Note And Whereas also the said Audenarrain Ayah afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Venkiah Branning in other Sum of Five Thousand Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Venkiah Branning before that time lent and advanced to the said Audenarrain Ayah at his special instance and request and being so indebted he the said Audenarrain Ayah 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 Venkiah
Branniny to pay him the said last mentioned Sum of
money when he the said Audenarrain ayah
should be thereto afterwards requested. And Whereas
also the said Audenarrain ayah afterwards to wit
on the same day and Year aforesaid at Madras
aforesaid was indebted to the said Venkiah Branniny
in other Sum of Five thousand Star Pagodas of like
Current Money of Madras aforesaid for so much
money by the said Audenarrain ayah before that time
had and received to the use of the said Venkiah
Branniny and being so indebted he the said
Audenarrain ayah in Consideration thereof after-
wards to wit on the same day and Year afore-
said at Madras aforesaid undertook and then
and there faithfully promised the said Venkiah
Branniny to pay him the said last Mentioned
Sum of money when he the said Audenarrain-
ayah should be thereto afterwards requested &
And Whereas also the said Audenarrain ayah
afterwards to wit on the same day and Year
aforesaid

aforesaid at Madras aforesaid Accounted with
the said Venkiah Branniny of and concerning
divers sums of Money before that time due
and owing from the said Audenarrainayah
to the said Venkiah Branniny and then being
in arrear and unpaid and upon that Account
being the said Audenarrainayah was then and
there found to be in Arrear and indebted to the
said Venkiah Branniny in the further sum
Five Thousand Star Pagodas of like Current
money of Madras and being so found in arrear
and indebted he the said Audenarrainayah 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 Venkiah Branniny to pay
him the said last mentioned sum of Money
when he the said Audenarrainayah should be
thereto afterwards requested Yet the said
Audenarrainayah 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
Venkiah Brannirey 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 Venkiah Brannirey although so to do he
the said Audenarrainy was often times
requested by the said Venkiah Brannirey after-
wards to wit on the same day and year last
aforesaid at Madras aforesaid But to pay the
same or any part thereof to the said Venkiah
Brannirey he the said Audenarrainayah hath
hitherto wholly refused and still doth refuse
To the damage of the said Venkiah Brannirey
of Five Thousand Star Pagodas and there-
fore he brings his Suit &c.

And afterwards in the Vacation
after the Second Term in the Year of our
Lord One Thousand Eight Hundred and
twelve

Covenant Filed
4th June 1812
J. J.

Judgment by Confession -

twelve that is to say on the Tenth day of June instl which day the said Vauvelaun-lah Audenarrainayah had leave to impart to the said Plaint and then to Answer the same &c come as well the said Vauvelaun-laulah Ventriah Browning by his Attorney aforesaid as the said Vauvelaula Audenarr-ainayah by William Leight his Attorney and the said Vauvelaulah Audenarrain-ayah defends the Wrong and injury when &c and says that he cannot deny the said action of the said Vauvelaulah Ventriah Browning nor but that the said Vauvelaun-lah Audenarrainayah did undertake and promise in Manner and form as the said Vauvelaulah Ventriah Browning hath above in that behalf alledged not but that the said Vauvelaulah Ventriah Browning hath sustained damages on occasion of the not performing of the said several promises

No 25 and

and undertakings in the said Plaint Mentione
to the sum of Three thousand Six hundred
and Sixty One Pagodas Thirty Nine Fanams
and Thirty Cash parcel of the damages by the
said Plaint sustained over and above his
Costs and Charges by him about his Suit in
this behalf expended - and hereupon the said
Vauvelaulah Venkaiah Branning prays Judg
Judgment for the damages so as aforesaid
confessed and for his said Costs and Charges -
Therefore it is considered that the said Vauvelaulah
Venkaiah Branning do recover against the said
Vauvelaulah Audenarraianapah his said damages
in form aforesaid confessed and also Seventy
Eight Pagodas and Thirty two Fanams for his
said Costs and Charges by the Court now here
adjudged to the said Vauvelaulah Venkaiah
Branning with his assent which said damages
Costs and Charges in the whole amount to Three thousand
Seven hundred and Forty Pagodas twenty Six
Fanams and Thirty Cash and the said Vauvelaulah

Judgment Signed for the Plaintiff the 12th day of June 1812. — J. Shaw Pr. Court

Second Term 1852 -

Audenarrainayah in Mercy &c -

And hereupon the said Vanvelaula Venkiah Braminy by Gilbert Ricketts his attorney prayd the writ of our Lord the King of Fierre 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 Vanvelaula Audenarrain ayah within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of three thousand Seven hundred and forty Pagodas twenty Six fanams and thirty Cash which the said Vanvelaula Venkiah Braminy recovered against the said Vanvelaula Audenarrain ayah for damages which he hath sustained as well on occasion of the non performance of certain promises and undertakings lately made by the said Vanvelaula Audenarrain

Received
from Ramas
Sawyer an
Account for
— due Dec.
7th Apl. 1817

1812

Judgment Roll
Second Term
Section 10.

7

Audonarrain Ayah to the said Vanchanda
Venkiah Brammy as for costs and charges
by him about his Suit in that behalf
expended And it is granted unto him
returnable here on the thirteenth day of July
next ——

Note of Fiere Facias issued against the Defendants property on the 12th day of June 1812 —

Second Term 1812

Plead before the Honble Sir Thomas Andrew Stronge Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of Judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve —

Madras to Wit — } Mahomed Said puts in his place John Barruthers his Attorney against Nijammoodeen Ahammed Cawn Bahader in a Plea of Debt upon a Bond according to the Usage of the Mahomedan Natives —

Madras to Wit — } The said Nijammodeen Ahammed Cawn Bahader puts in his place Gilbert Ricketts his attorney at the Suit of the said Mahommed Said in the Plea aforesaid —

Madras to Wit } Be it remembered that in the Vacation after the Third Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of Judicature at Madras came Mahommed Said by John Barruthers his Attorney and brought into this said Court then there his certain plaint against the said Nijammodeen Ahammed Cawn Bahader in a Plea of debt upon a Bond according to the usage of the Mahomed Natives as aforesaid and there are alleged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

No 26.

Plaint in debt
Filed 21st August 1811
HH.

Madras to wit— Mahommed Saib by John Carruthers his Attorney complains of Nyaumodeen Ahommed Cawn Bahader who is a Mahomedan Inhabitant of Madras and as such Subject to the jurisdiction of this Honorable Court of a Plea that he render to him the said Mahommed Saib the Sum of Two thousand Star Pagodas of the Current Money of Madras which the said Nyaumodeen Ahommed Cawn owes to and unjustly detains from him For that whereas the said Nyaumodeen Ahommed Cawn on the Twenty first day of august One thousand eight hundred and nine at Madras aforesaid by his certain Writing in the Malabar Language and sealed with his Seal according to the usage of the Mahomedan natives of Madras aforesaid to the Court now here shown the date whereof is the same day and year aforesaid acknowledges that he had Borrowed and received of the said Mahommed Saib the Sum of One thousand Star Pagodas (parcel of the said Sum of Two thousand Star Pagodas above demanded) which Sum with all Such Interest as should or might become due thereon at the rate of Twelve per Cent Per annum he the said Nyaumodeen Ahommed Cawn thereby engages to repay to the said Mahommed Saib in manner following that is to say the Sum of three hundred Pagodas on the thirty first of

Decembr

Second Term 1812

December the Sum of three hundred and fifty Pagodas on the thirtieth of May One thousand Eight hundred and Ten and the Sum of Three hundred and fifty Pagodas and the Interest as at the rate aforesaid on the thirty first of Novem-ber And the said Mahommed Saib in fact saith that altho the said Nyaumoden Ahommed Sawn hath paid to the said Mahommed Saib the Several Sums of three hundreds and three hundreds and fifty Pagodas being respectively the two first instalments above mentioned according to the effects of the said Instrument in writing yet the said Nyaumoden Ahommed Sawn did not on the thirty first day of November now last past when the said last instal-ment of three hundred and fifty Pagodas with In-terest as aforesaid became due and payable or at any time since altho often requested pay or cause to be paid to the said Mahommed Saib the said last mentioned Sum or any part thereof or the Interest said Pagodas or any part thereof whereby an action hath accrued to the said Mahommed Saib to demand and have from the said Mahommed Saib said the Sum of one thousand Pagodas part of the Sum above demanded whereof the said Nyaumoden Ahommed Sawn had notice to visit at Mudras aforesaid And whereas also the said also the said Mahommed Saib afterwards to wit on the same day and year

No 26. first

first above mentioned at Madras aforesaid at the Spe-
cial instance and request of the said Nyaumodeen
Ahammed Cawn Late to the said Nyaumodeen
Ahammed Cawn and the said Nyaumodeen
Ahammed Cawn then and there Borrowed of the
said Mahommed Said a large Sum of Money
to wit the further Sum of One thousand Star Pagodas
of the like Currency aforesaid to be paid to the
said Mahommed Said when he the said Nyaumodeen
Ahammed Cawn should be thereunto afterwards re-
quested whereby and by reason of the said
last mentioned Sum of Money being and remaining
wholly unpaid to the said Mahommed Said an Action
hath accrued to the said Mahommed Said to demand
and have of and from the said Nyaumodeen Ahammed
Cawn Bahader the last mentioned Sum of One
thousand Star Pagodas (other parcels of the said
Sum of Two thousand Star Pagodas above demanded
Yet the said Nyaumodeen Ahammed Cawn altho'
often requested so to do hath not as yet paid
the last mentioned Sum of One thousand Star
Pagodas or any parte thereof to the said
Mahommed Said but to pay the same or any parte
thereof to the said Mahommed Said he the said
Nyaumodeen Ahammed Cawn hath hitherto wholly
refused and still refuses so to do To the
Damage of the said Mahommed Said of One
hundred Star Pagodas and therefore he brings

his

Second Term 1812.

his Suite &c. —

Acknowledgment Filed 17th Dec. 1811

And the Said Nyaumodeen Ahommed Cawn Bahander by Gilbert Ricketts his Attorney comes and defends the Wrong and Injury when &c and Says that he cannot deny the Action of the Said Mahommed Saib nor but that the Said Writing Obligatory is the Deed of him the said Nyaumodeen Ahommed Cawn Bahander nor but that he owes to the Said Mahommed Saib the Sum of Eight hundred and Thirteen Pagodas and Thirty three fanams (parcel of the Sum of Two thousand Star Pagodas above demanded) in manner and form as the said Mahommed Saib hath above thereof complained against him —

Judgment by confession

Judgment Signed for the Plaintiff the 15th day of June 1812 —
J. Shaw
Att Pltf

Therefore it is Considered that the Said Mahommed Saib do recover against the Said Nyaumodeen Ahommed Cawn Bahander his said Debt and also Seventy four Pagodas and Thirty Six fanams for his damages which he hath Sustained as well on occasion of the detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf expended by the Court now here adjudges to the Said Mahomed Saib and with his Assent and the Said Nyaumodeen.

No. 20. Ahommed

Mercy Ahmmed Cawn Behander on Mercy &c...

And thereupon the said Ma-
homed Said by John Barnuthers 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 & personal of
Nyaumoodeen Ahmed Caun Behander
within the jurisdiction of this Court
by Seizure and if it be necessary
by Sale thereof the Sum of Five thousand
Star Pagodas for Debt which the said
Mahommed Said recovered against the Said
Nyaumodeen Ahmmed Caun Bahader and
also Seventy five Pagodas and thirty
Six fanams adjuged to the said Mahomed

Said

Said 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 etc as granted unto him returnable
here on the Seventh day of August
next

Writ of Fieri
Facias issued
against the
Defts property
on the 15th day
of June 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and The Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve ——

Madras to wit— John Doe on the demise of Mungatoy Ummall puts in her place Daniel Neale her attorney against Mauzumbadoo Sevaramah Moodelliar in a plea of Trespass on the case and Ejectment ——

The said Mauzumbadoo Sevaramah Moodelliar by Robert Orme his attorney at the Suit of the said John Doe on the demise of Mungatoy Ummall in a plea aforesaid ——

Madras to wit— Be it remembered that in the Vacation after the Third Term in the year of Our Lord One thousand eight hundred and Eleven before the Supreme Court of Judicature at Madras came John Doe on the demise of Mungatoy Ummall by Daniel Neale her Attorney and brought into the said Court then there his certain plaint against the said Mauzumbadoo Sevaramah Moodelliar in a plea of Trespass on the Case and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words that is to say ——

Madras

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Second Term 1812

Writ Ejectment
Amended plaint
Filed 3rd Sept. 1811
WW.

Madras to Wit. John Doe by Daniel Neale his Attorney Compleaining of Maunaumbadoo Sevaraniah Modelliar who is a Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas Mungatay Unnavall heretofore to wit on the Fifth day of January in the Year of our Lord One thousand Eight hundred and Ten had demised granted and to Farm let unto the said John Doe Two Messuages Two Tenements Two Dwelling Houses, Two Out houses Two Yards, and Two Cannies of Ground, with the Appurtenances Situate and being in a General Mootah Moodeliy Street in the Black Town of Madras To have and to hold the same with the appurtenances to the said John Doe and his Assigns from the Fourth day of the said Month of January in the Year of our Lord One thousand Eight hundred and Ten for and during and unto the full end and Term of Five Years from thence Next ensuing and fully to be Compleat and ended By Virtue of which

No 94

said

said Demise the said John Doe entered into
the said premises with the appurtenances &
and was possessed thereof until the said
Manumbadoo Savarannah Modelliar afore-
=said to wit on the sixth day of the said
Month of January in the said year One
thousand eight hundred and Ten with Force
and Arms &c. entered into the Premises afore-
=said with the appurtenances whereby the said
Mungatoy Ummal demised to the said John
in Manner aforesaid for the Term aforesaid
which is not yet Expired and of which he
the said John was then possessed and Ejected
him the said John out of his said Farm and
him the said John so ejected hath kept out
and still doth keep from his possession
thereof and other injuries to the said John
then and there did against the Peace of our
Lord the King and to the damage of the said
John of One hundred Star Pagodas and
therefore he brings Suit &c.

And afterwards that is to say in the same

Third

Second Term 1812 -

Third Term of the said Year One Thousand
Eight hundred and Eleven the said Manuma-
-boo Sevaramale Moodelia by Robert Byrne
Plea Filed 5 Sept. 1811 his Attorney comes and defends the force and
WK injury when &c and says that he is not
guilty of the Trespass and Ejectment above
laid to his charge in manner & form
and form as the said John Doe hath
above thereof complained against him and
of this he puts himself upon the Court &c -
And the said John
Issue joined Doe doth the like. -
Afterwards as well the said John
Doe as the said Manumboo Sevaramale
Judgment - nisi Moodelly having come by their respective
Attornies and for the Trial of the Issue so as
aforesaid joined between them a day being
given to the said Parties to come before the
Court and make such Allegations and Proofs
of and upon the Premises as it shall before
them on which day being the third day of
Feby
Augt

February in the First Term now last past come
the said John Doe and Manumbadoo
Sevaramah Modelly by their respective Attornies
aforesaid Whereupon the Justices of the Court
here having Examined and considered the
Allegations of the said Parties and the Depositions
of the Witnesses adduced by them Respectively &
do find and pronounce that the said
Manumbadoo Sevaramah Modelly is guilty
of the Trespass and Ejectment above laid to his
charge in manner and form as the said
John Doe hath above thereof complained &
that the said John Doe
hath sustained Damages by occasion thereof
to the sum of Six Star Pagodas besides his
Costs and Charges by him about his Suit in
this behalf expended. It is therefore
considered and ajudged by the said Justices of the
Court here that the said John Doe Recover &
against the said Manumbadoo Sevaramah
Modelly

Judgment Signed
for the Defendt
the plaintiff
22d June 1812 -
Gilbt Nicholls
Prothy

Modelly his said Term yet to come of and
in the Tenements aforesaid with the Appurte-
nances and his said Damages do as afore-
said found and the said Justices do also
Award and order that the said Mannumbadoo
Sevavannah Modelly do pay unto the said
John Doe for the Costs and Charges of the
said John Doe laid out by him about his
Suit in this behalf the Sum of Two
hundred and Twenty five Pagodas & Eleven
fanams which said Damages Costs and
Charges amount to the Sum of Two hundred
and Thirty One Pagodas and Eleven fanams
Modelly be taken &c. - and thereupon the said
John Doe prays the Writ of our said Lord
the King to be directed to the Sheriff of
Madras to cause the said John Doe to have
possession of his said Term yet to come
of and in the Tenements aforesaid with
the Appurtenances and it is granted to him &c

Second Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve ——

Madras (to wit) Linga Pauliapah Mudr. puts in his place James Morris his attorney against William Light Gentleman one of the Attornies of this court of our Lord the King, here present in a plea of Debt upon a Bond. ——

Madras (to wit) The said William Light in his own proper person at the Suit of the said Linga Pauliapah Mudelliar in the Plea aforesaid ——

Madras (to wit) Be it remembered that in the Vacation after the First Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Linga Pauliapah Mudelliar by James Morris his attorney and brought into the said Court then there his certain plaint against the said William Light in a Plea of Debt upon a Bond as aforesaid 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 —

W. R. Madras.

Plaint in Debt
Filed 17th March 1812
J.S.

Madras (to Wit) Lingu Pauliapah Mudeliar by James Morris his Attorney Complains of William Light Gentleman One of the Attornies of the Court of our Lord the King here present here in Court in his proper person of a plea that the said William render to the said Pauliapah Two Thousand Six hundred and Ninety Eight Star Pagodas of the Current Money of Madras which the said William owes to & detains from the said Pauliapah For that Whereas heretofore (to wit) on the Twelfth day of July in the year of Christ One Thousand Eight hundred and Nine at Madras the said William 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 Pauliapah in the said Two Thousand Six hundred and Ninety Eight Star Pagodas

To

To be paid to the said Paulinpah when he the said William should be thereto afterwards requested (Yet the said William [although often requested &c.) hath not paid to the said Paulinpah the said Two Thousand Six hundred and Ninety Eight Straw 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 Paulinpah of Ten Straw Pagodas and therefore he prays Relief &c.

judgment by Confession.

And the said William Light by John Sloane his Attorney Comes and defends the Wrong and injury when &c. and says that he cannot deny the said action of the said Paulinpah - now but that the said Writing Obligatory in the said plaint of the said Paulinpah Mentioned is the deed of him the said William Nor but that he the said William doth owe to and detain from the said

said Pauliopah the said Sum of Two
Thousand Six hundred and Ninety Eight
Star Pagodas above demanded in Manner
and Forme as the said Pauliopah hath above
thereof Complained against him the said
William. —

And thereupon the said Pauliopah prays
Judgment and his debt aforesaid together with
his Costs and Charges laid out by him about
his Suit in this behalf to be adjudged to him &c. —

It is therefore Considered and adjudged
that the said Pauliopah Recover against the
said William his said debt — and that the said
William pay to the said Pauliopah for his said
Costs and Charges the Sum of Seventy four
Pagodas and Six Fanams and the said William
in Mercy &c. —

Judgment Signed
for the plaintiff
the 3d day of July
1812 —
H Shaw
D Prothy

Mercy

232 Second Series 1812.

W. 28

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Second Term in the year One thousand eight hundred and Twelve ——

Fort St George } Madras to wit } Dawanny Ammall puts in her place William Light her Attorney against Poovy Saumy Nauden in a Plea of Trespass on the Case ——

Fort St George } Madras to wit } The said Poovy Saumy Nauden in his own proper person, at the Suite of the said Dawanny Ummaul in the Plea aforesaid ——

Fort St George } 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 Dawanny Ammaul by William Light her attorney and brought into the said Court then there her certain plaint against the said Poovy Saumy Nauden 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 followd in these words that is to say ——

Fort St George

Second Term 1812.

Plaint in assumpsit
Filed 10th July 1811.
W.K.

Fort Saint George Madras to wit Daivasamy Ammaul by William Light her attorney complains of Pooy Saumy Naudan 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 Pooy Saumy Naudan heretofore to wit on the Eleventh day of March in the Year of Christ One Thousand Eight hundred and Nine by a certain Bond or writing in the Malabar Language according to the custom of such Natives the date whereof is on the day and year aforesaid therein described at on the aforesaid day of the month of Pungoony of the year of Subaira at Madras aforesaid acknowledged to have borrowed and received of the said Daivasamy Ammaul the Sum of Two hundred Star Pagodas of the Company money of Madras aforesaid which said Sum of money he the said Pooy Saumy Naudan thereby engaged to repay the said Daivasamy Ammaul on demand" with all such Interest

W. 29

as

as should or might become due thereon at and after the rate of Nine per Cent per Annum whereby and by force of the Customs and Laws of such Natives the said Poony Saumy Naicken became liable to pay to the said Pairaumy Ammaul the said Sum of money in the said Note mentioned according to the tenor and Effects thereof and being so liable he the said Poony Saumy Naicken in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pairaumy Ammaul to pay her the said Sum of money in the said Note mentioned according to the tenor and effect thereof And Whereas the said Poony Saumy Naicken afterwards to wit on the third day of May in the Year One Thousand Eight hundred and Eleven at Madras aforesaid was indebted to the said Pairaumy Ammaul in other Four hundred Star Pagodas of the current money of Madras aforesaid for so much money by the said Pairaumy

Ammaul

Ammaul before that time lent and advanced to the said Poovy Sawmy Naudan at his special instance and request and being so indebted he the said Poovy Sawmy Naudan 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 Daivasamy Ammaul to pay her the said last mentioned Sum of Money when he the said Poovy Sawmy Naudan should be thereto afterwards requested And whereas the said Poovy Sawmy Naudan afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Daivasamy Ammaul in other Four hundred Star Pagodas of like current money of Madras aforesaid for so much money by the said Daivasamy Ammaul before that time paid laid out and expended to and for the use of the said Poovy Sawmy Naudan at his special instance and request and being so indebted he the said Poovy Sawmy Naudan in Consideration thereof

No 29 afterwards

Rent of Pasture
January Qr
Rent of Mr Hill
One Sextons
— 25 Augt 1827

1812

Judgment Roll

Section ~~Term~~ & Third Term

Section 11

31 F

17
18

354

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afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Dairaumy Ammaul
to pay her the said last mentioned Sum of Money
when he the said Poovy Saumy Naudan should
be thereto afterwards requested And Whereas also the said
Poovy Saumy Naudan afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid was
indebted to the said Dairaumy Ammaul in other Four
hundred Star Pagodas of like current money of Madras
aforesaid for so much money by the said Poovy Saumy
Naudan before that time had and received to and
for the use of the said Dairaumy Ammaul and
being so indebted he the said Poovy Saumy Naudan
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
Dairaumy Ammaul to pay her the said last mentioned
Sum of money when he the said Poovy Saumy
Naudan should be thereto afterwards requested
And Whereas also the said Poovy Saumy Naudan
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid Accounted with the
said

said Pairaumy Ammaul of and concerning
divers other Sums of money then due and owing
from the said Poovy Saiuny Naudan to the said
Pairaumy Ammaul and then being in arrear
and unpaid upon that accounting he the said
Poovy Saiuny Naudan was then and there
found to be in arrear and indebted to the said
Pairaumy Ammaul in other Four hundred
Star Pagodas of like current money of Madras
aforesaid and being so indebted he the said
Poovy Saiuny Naudan 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 Pairaumy Ammaul to pay her the said
last mentioned Sum of money when he the
said Poovy Saiuny Naudan should be
thereto afterwards requested Yet the said Poovy
Saiuny Naudan not regarding the said
several promises and undertakings so by him
in manner and form aforesaid made but
contriving and fraudulently intending craftily

N: 29.

and subtilly to deceive and defraud the said Daivaury Ammaul in this behalf hath not yet paid the said several Sums of money or any part thereof to the said Daivaury Ammaul although often requested so to do but to pay the same or any part thereof he the said Poovy Savury Naudon hath hitherto wholly refused & and still doth refuse to the Damage of the said Daivaury Ammaul of Four hundred Star Pagodas and therefore she brings her Suit &c.

Cognovit filed 26th Sept. 1811 D.S.

And the said Poovy Savury Naudon 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 Daivaury Ammaul but he the said Poovy Savury Naudon did undertake and promise in manner and form as the said Daivaury Ammaul hath above thereof complained against him and that the said Daivaury Ammaul hath sustained Damage on occasion of the not performing of the said several promises and undertakings in the said Declaration mentioned in the Sum of Two hundred and Forty Eight Star Pagodas as by the said Declaration is above

Judgment by Confession

Judgment signed for the Plaintiff the 26th Day of July 1852. D Shaw Dy Prothy.

supposed and thereupon the said Daiwanny Ammaud prays Judgement and her Damages so Acknowledged together with her Costs and Charges by her about her Suit in this behalf expended to be adjudged to her. Therefore it is considered that the said Daiwanny Ammaud do Recover against the said Poony Sammy Naudon her Damages aforesaid of Two hundred and Forty Eight Star Pagodas in form aforesaid so Acknowledged and also One hundred and fifty four Star Pagodas and thirty eight fanams for her said Costs and Charges by the Court now here adjudged to the said Daiwanny Ammaud and with her aforesaid which said Damages Costs and Charges in the whole Amount to Four Hundred and Two Star Pagodas and thirty eight fanams and the said Poony Sammy Naudon in Mercy &c.

Mercy

Second Term 1812 241

Third Term 1812

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Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the third Term in the year One thousand eight hundred and Twelve. ——

Madras to wit - John Doe on the demise of Kavettyammall puts in his place John Barruthers his attorney against Richard Roe in a plea of Trespass on the case and Ejectment —

Madras to wit - The said Richard Roe in his own proper person at the Suit of the said John Doe in the plea aforesaid —

Madras to wit - Be it remembered that in the Third Term in the year of our Lord One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came John Doe by John Barruthers his attorney and brought into the said Court there there his certain plaint against the said Richard Roe in a Plea of Trespass on the case and Ejectment and there are pledged for the prosecution to wit John Doe and Richard Fenn which said plaint follows in these words that is to say. ——

Madras —

Plaint. Ent. Ejectment Filed 25th July 1812. J.L.

Madras to Wit. John Doe by John Carruthers his Attorney Complains of Richard Roe who is a British Subject and as such a person liable to the Jurisdiction of this Honorable Court. For that Whereas Costhyarnnall on the Thirty first day of December in the Year of Christ One Thousand Eight hundred and Eleven at Madras aforesaid had demised &c. to the said John Two Messuages Two dwelling Houses Two Outhouses Two other buildings, Two Cannies of Garden and Two Cannies of other Ground with the Appurtenances Situate and being in the Black Town of Madras aforesaid to have and to hold the same to the said John and his Assigns from the said Thirty first day of December in the Year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing and fully to be 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 &c to him thereof granted and the said John being &c thereof possessed the said Richard afterwards to wit on the Second day of January in the present Year

One Thousand Eight hundred and Twelve with force and Arms &c. 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 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 Three hundred Pounds and therefore he brings his Suit &c.

And now in this Third Term in the Year of Christ One Thousand Eight Hundred and Twelve that is to say on the Thirtieth day of July in that Year until which day was given to the said Richard to imparl to the said Plaint and then and there to Answer the same Come as well the said John by his Attorney aforesaid as the said Richard in their 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

And

said John whereby the said John remains
therein undefended against the said Richard
Therefore it is considered that the said John
recover against the said Richard his said
Term yet to come of and in the premises afore-
said with the appurtenances, and also his da-
damages sustained by reason of the Trespass
and Ejectment aforesaid. And hereupon the said
John freely here in Court remits to the said
Richard all such damages Costs and Charges
as might or ought to be adjudged to him the
said John by reason of the Trespass and
Ejectment aforesaid therefore let the said
Richard be acquitted of those damages Costs
and Charges &c. And 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 aforesaid
with the Appurtenances and it is granted
to him. — Returnable here on
the

Judgment Signed
the 1st. August 1812
J Shaw
DP Profits

Writ of Possession
issued 5th August
1812. —

One Thousand Eight hundred and Twelve with force and Arms &c. 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 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 Three hundred Pounds and therefore he brings his Suit &c.

And now in this Third Term in the Year of Christ One Thousand Eight Hundred and Twelve that is to say on the Thirtieth day of July in that Year until which day was given to the said Richard to imparl to the said Plaint and then and there to Answer the same Come 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

And

said John Whereby the said John remains
therein undefended against the said Richard
Therefore it is considered that the said John
recover against the said Richard his said
Term yet to come of and in the premises afore-
said with the appurtenances, and also his da-
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 by reason of the Trespass and
Ejectment aforesaid therefore let the said
Richard be acquitted of those damages Costs
and Charges &c And thereupon the said
John prays the Writ of our Lord the King
to be directed to the Sheriff of Madras to cause
him to have possession of his said Term
yet to come of and in the premises aforesaid
with the Appurtenances and it is granted
to him.— Returnable here on
the

Judgment Signed
this 1st August 1812
J Shaw
22 Orders

Writ of Possession
issued 5th August
1812.—

the Eighth day of August One thousand
Eight hundred and Twelve. -

Pleas before the Honble Sir Thomas Andrew Strange Chief justice and the Honble Sir Francis Maclaughlan Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Third Term in the year One thousand eight hundred and Twelve. ——

Madras to wit - John Hunter, George Bay and William Simpson put in their place James Morris their attorney against William Light Gentleman one of the attornies of the Supreme Court of judicature of our Lord the King at Madras in a Plea of Trespass on the Case —

Madras to wit - The said William Light in his own proper person at the Suit of the said John Hunter George Bay and William Simpson in the Plea aforesaid. —

Madras to wit - Be it remembered that in the Vacation after the second Term in the Year of our Lord One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came John Hunter George Bay and William Simpson by James Morris their attorney and brought into the said Court then there his certain Plaint against the said William Light in a plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said plaint followeth in these words that is to say. ——

Madras —

Plaint in action Filed 13th July 1812. J. J.

Madras (to wit) John Hunter George Hay and William Simpson by James Morris their Attorney Complain of William Light Gentleman one of the Attornies of the Supreme Court of Judicature of our Lord the King at Madras present here in Court in his proper person of a Plea of trespass on the Case For that Whereas on the first day of July in the Year of our Lord One Thousand Eight Hundred and Twelve at Madras the said William Light was indebted to the said John Hunter George Hay and William Simpson in the Sum of Two thousand Star Pagodas of the Current Money of Madras for the use and occupation of a certain Messuage or tenement with the Appurtenances situated at Fort Saint George Madras by the said William Light at his request and by the sufferance and Permission of the said John Hunter George Hay and William Simpson for a long Space of time (to wit) for

the Space of Twelve Calender Months then
elapsed had held used occupied and possessed
and being so indebted the said William Light
in Consideration thereof afterwards (to wit) on the
day and Year aforesaid at Madras aforesaid
undertook And then and there faithfully
promised the said John Hunter George
Hay and William Simpson to pay them
the said Sum of Money when he the said
William Light should be thereto afterwards
requested And Whereas afterwards to wit
on the day and Year aforesaid at Madras
aforesaid in Consideration that the said
John Hunter George Hay and William
Simpson at the Special instance and
requested of the said William Light had
before that time suffered and permitted
the said William Light to have hold use
occupy and possess a certain other Messuage
a tenement with the appurtenances situated
at Fort Saint George Madras and that the said
William Light had according to the sufferance

and permission last mentioned held used & occupied and possessed the same Messuage or tenement with the appurtenances last mention=ed for a long time (to wit) for the space of 24 Twelve Calendar Months then elapsed he the said William Light undertook and then and there faithfully promised the said John Hunter George Hay and William Simpson to pay them so much Money as they therefore reasonably & deserved to have when he the said William Light should be thereto afterwards requested and the said John Hunter George Hay and William Simpson in fact say that they & reasonably deserved to have when he the said William Light should be thereto afterwards requested and the said John Hunter George Hay and William Simpson in fact say that they & reasonably deserved to have from the said William Light for the use and occupation last mentioned the further sum of Two thousand Star Pagodas of the like current Money of Madras to wit at Madras aforesaid whereof the said &

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William Light aforesaid (to wit) on the day and
Year aforesaid there had Notice And Whereas
the said William Light afterwards to wit on
the same day and Year aforesaid at Madras afore-
said accounted with the said John Hunter George
Hay and William Simpson of and concerning
divers other Sums of Money before that time due
and owing from the said William Light to the
said John Hunter George Hay and William Simpson
and then being in arrear and unpaid upon
which Accounting the said William Light was
then and there found to be in arrear and indebted to
the said John Hunter George Hay and William
Simpson in the further Sum of Two thousand
Star Pagodas of like Current Money of Madras
and being so found in arrear and indebted the
said William Light in Consideration thereof after-
wards to wit on the same day and Year aforesaid
at Madras aforesaid undertook and then and there faithfully promised
the said John Hunter George Hay and William Simpson
to pay them the said last mentioned Sum of Money
when he the said William Light should be thereto
afterwards requested Yet the said William Light not

regarding his said Several promises and under-
undertakings so by him in Manner and form
aforesaid made hath not yet paid the said
Several Sums of Money or any or either of
them or any part thereof to the said John Hunter
George Hay and William Simpson (although
so to do the said William Light was requested
by the said John Hunter George Hay and
William Simpson afterwards to wit on the same
day and Year aforesaid and oftentimes after-
wards at Madras aforesaid) but to pay the same
or any part thereof to the said John Hunter George Hay
and William Simpson the said William
Light hath hitherto wholly refused and still
doth refuse to the damage of the said John Hunter
George Hay and William Simpson of Two
Thousand Star Pagodas and therefore they &c
pray Relief &c.

judgment by Confession.

And the said William Light in his
proper person comes and defends the wrong and
injury when &c and says that he cannot deny
the said Action of the said John Hunter George
Hay

Hay and William Simpson nor but that he the
said William Light did undertake and promise
in Manner and form as the said John Hunter
George Hay and William Simpson have above
thereof Complained against him nor but that
the said John Hunter George Hay and William
Simpson have Sustained damage by occasion
of the Non performance by him the said William
Light of his several promises and undertakings
in the plaint Mentioned to the Sum of Eight
hundred and thirty seven Star Pagodas
Seventy two Fanams and Forty Cash (parcel
of the damages by the plaint Suppose) over and
besides the Costs and Charges of the said John
Hunter George Hay and William Simpson
by them about their Suit in this behalf
expended and thereupon the said John Hunter
George Hay and William Simpson Relinquish-
ing the residue of the damages in the plaint
mentioned pray Judgment for the said Sum
of Eight hundred and thirty seven Star
Pagodas Seventy two Fanams and Forty Cash

Judgment Signed for the Plaintiffs the 18th day of August 1812
J. Shaw
D.H. Arnott

and for their said Costs and Charges It is Therefore Considered and adjudged that the said John Hunter George Hay and William Simpson recover against the said William Light their damages aforesaid to the said Sum of Eight hundred and thirty Seven Star Pagodas Twenty two Fanams and forty Cash. And that the said William Light pay to the said John Hunter George Hay and William Simpson for their said Costs and Charges the Sum of Sixty four Pagodas and thirty Six Fanams which damages Costs and Charges Amount to Nine hundred and two Pagodas thirteen Fanams & forty Cash And the said William Light in Mercy &c

Mercy

No. 31

Third Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of Judicature at Madras of the Third Term in the year One thousand eight hundred and Twelve. ——

Madras to wit — Henry Banttemann puts in his place Daniel Neale his Attorney against Solunga Nallore Venkatakistna Pillay in a plea of Trespass on the Case ——

Madras to wit — The said Solunga Nallore Venkatakistna Pillay in his own proper person at the Suit of the said Henry Banttemann 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 nine before the Supreme Court of Judicature at Madras came Henry Banttemann by Daniel Neale his attorney and brought into the said Court then there his certain plaint against the said Solunga Nallore Venkatakistna Pillay in a plea of Trespass on the Case as aforesaid 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 32

Plaint on assumpsit Filed 17th July 1809 - 11

Madras to wit. Henry Bantleman by Daniel Neale his Attorney Complains of Solinga Nallore Venkatakistna Pilly (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 fifteenth day of July in the Year of Christ One thousand Seven hundred and Ninety Nine at Madras the said Venkatkistna according to the Custom of such Hindoos made his certain Instrument in Writing in the Malabar Language purporting to be a Mortgage Bond his proper hand being thereunto subscribed and bearing date the third day of Siddaarthy Year (corresponding with the day and Year of Christ aforesaid) and there and then delivered the same Instrument in Writing to the said Henry Whereby the said Venkatakistna (by the Name and Addition of Solinga Nallore Venkatakistna Pilly of Yandava Caste of Mootteeala Pater) acknowledged that

in Consequence of his Urgent occasion he had on the day of Making the same Instrument Borrowed and received of the said Henry (by the Name and addition of Mr. Henry Gentleman of Madras) the Sum of One hundred and fifty Star Pagodas Current Money of Madras and engaged to repay to the said Henry the same Sum on or before the fifteenth day of January in the Year One thousand and eight hundred with all such Interest as should or might become due thereon at the Rate of Twelve per Cent per Annum. By means whereof and according to the Custom aforesaid of such Hindoos the said Venkatakistna became liable to pay to the said Henry 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 Venkatakistna in consideration thereof afterwards (to wit) on the said fifteenth day of July in the Year of Christ One thousand Seven hundred and

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and Ninety Nine aforesaid at Madras aforesaid — undertook and then and there faithfully promised the said Henry 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 afterwards to wit on the Twentieth day of March in the Year of — Christ One Thousand eight hundred and Nine at Madras aforesaid the said Venkata- chiatna was indebted to the said Henry in the Sum of five hundred Star Pagodas of the lawful Current Money of Madras for Money by the said Henry before that time lent and advanced to the said Venkatachiatna and at his special instance and request and being so indebted the said Venkata- chiatna in consideration thereof afterwards to wit on the day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Henry to pay him the said last mentioned Sum of Money when he the said Venkatachiatna should be thereto afterwards — requested And Whereas the said Venkata Chiatna afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with

with the said Henry of and concerning divers other Sums of Money before that time due and owing from the said Vencata Krishna to the said Henry and then being in arrear and unpaid upon which accounting the said Vencata Krishna was then and there found to be in arrear and indebted to the said Henry in the further Sum of Five hundred Star Pagodas of like lawful Current Money of Madras and being so found in arrear and indebted the said Vencata Krishna in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Henry to pay him the said last mentioned Sum of Money when he the said Vencata Krishna should be thereto afterwards requested Yet the said Vencata Krishna 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 Henry 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 Henry although so to do

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Rec'd from Commissary Anderson
on Saturday
25th Sept. 1813

1812

Judgment Roll

Third Term

Section 12

do the said Venkata Krishna was requested by the said Henry 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 Henry the said Venkata Krishna hath hitherto Wholly refused and still doth refuse To the damage of the said Henry of Five hundred Star Pagodas and therefore he brings his Suit &c.

Tried Exparte judgment one a Verdict in assumpsit —

AND now in this first Term in the Year One Thousand Eight hundred and twelve that is to say on the fourteenth day of February to which day was given as well to the said Henry Bantleman as to the said Solanga Nallore Venkatakrishna Pelly and the said Solanga Nallore Venkatakrishna Pelly days nothing in bar or preclusion of the said Action of the said Henry Bantleman by which the said Henry Bantleman remains therein undefended against the said Solanga Nallore Venkatakrishna Pelly for which the said Henry Bantleman ought to recover his Damages by occasion of the premises and afterwards to wit on the Seventeenth day of the said month of February in the Term last aforesaid the said Court having deligently enquired what Damages the said Henry Bantleman hath sustained as well by the means aforesaid as for his Costs and Charges

Charges by him about his Suit in this behalf ex-
pended do find and adjudge that the said
Henry Bantleman hath sustained Damages by
occasion of the premises over and above his Costs
and Charges to Three hundred and forty Eight
Star Pagodas and Thirty three fanams and for those
Costs and Charges to One hundred and thirty two
Star Pagodas and twenty Seven fanams Therefore
It is Considered that the said Henry Bantle-
man recover against the said Solanga Nallore
Vencatachistna Pilley his Damages and Costs
aforesaid by the Court aforesaid in manner
and form aforesaid found and Adjudged —
which Damages Costs and Charges in the
whole Amount to Four hundred and Eighty
One Star Pagodas and Fifteen fanams and
the said Solanga Nallore Vencatachistna
Pilley in Mercy &c.

Judgment Signed for the plaintiff the 21st day of August 1812 — J. Shaw 21 Oct 14

Mercy

And hereupon the said
Henry Bantleman by William Light his present
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 Solanga Nallore Venecatakistna
Pillay within the jurisdiction of this Court
by Seizure and if it be necessary by Sale
thereof the Sum of Four hundred and eighty
one Pagodas and fifteen fanams which
the said Henry Bantleman recovered against
the said Solanga Venecatakistna Pillay for
damages which he hath sustained as well
by means of the non performance of
certain promises and undertakings lately
made by the said Solanga Venecatakistna
Pillay to the said Henry Bantleman 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
first day of September next —

Writ of Fieri Facias issued against the Defendants prop: perty on the 21st day of Augt 1812 —

Third Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Third Term in the year One thousand eight hundred and twelve. ——

Madras to wit — Hifthakar alo Dorlah puts in his place John Garruthers his Attorney against Roya Bashkhar Ross in a Plea of Trespass on the Case. —

Madras to wit — The said Roya Bashkhar Ross puts in his place William Light his Attorney at the Suit of the said Hifthakar alo Dorlah Bahadur 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 Hifthakar alo Dorlah by John Garruthers his Attorney and brought into the said Court then there his certain Plaint against the said Roya Bashkhar Ross in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which Plaint follows in these words that is to say —

Madras

No 32

Plaint in Assumpsit filed January 4th 1811 — G.R.

Madras to Wit. Hisshakar ud Dowlah by John Carruthers his Attorney Complains of Roya Bashkhar Row who is a Hindoo Inhabitant of Madras and as such liable to the Jurisdiction of this Honorable Court For that Whereas the said Roya Bashkhar Row heretofore to wit on the Twelfth Rubee Hussanee of the Hegery One thousand Two hundred and fifteen corresponding with the Second day of September in the Year of Christ One thousand and Eight hundred according to the custom of such Hindoo Natives of India made his certain Note in Writing viz the Persian language & purporting to be a Bond his proper hand & being thereunto Set and Subscribed and bearing date the Mahometan day and Year aforesaid and there and there delivered the said Note in Writing to the said Hisshakar ud Dowlah by which said Note in Writing the said Roya Bashkhar Row acknowledged and declared that he Roya Bashkhar Row Servant of the Court did owe the Writing that is to say One thousand five hundred and Seventy Nine of Madras Pagodas being the Amount received by

by Suits from the Pargana or districts of Gundavarum and Five hundred and Twenty Nine Madras Pagodas and Eighty five Ninetieth parts of Madras Pagoda being the Amount Received by Venkata Row Amil of Gundavarum District (the Brother of the said Raya Baskhaw Row) and as he the said Raya Baskhaw Row was his Security, the Total Amount due to the said Rajahaw Ud Dowlah was the Sum of Two thousand One hundred and Eight Madras Pagodas and Eighty five Ninetieth parts of One Madras Pagoda agreeably to the Account brought by one Raya Reddy Row from Nellore, which Amount the said Raya Baskhaw Row did engage to pay Five Months from the date thereof By means whereof and according to the Conditions aforesaid of the Kaudoo Notices he the said Raya Baskhaw Row became liable to pay to the said Rajahaw Ud Dowlah the said several Sums of One thousand Five hundred and Seventy Nine Madras Pagodas and Eighty five Ninetieth parts of a Madras Pagoda making together the Sum of Two Thousand One hundred and Eight Madras Pagodas and Eighty five Ninetieth parts of a Madras Pagoda) being the 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 he the said Roya
Baskhakar Row in consideration thereof ~~thereof~~
afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said
Hafsthakar and Doraiah to pay him the said
several sums 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 Roya Baskhakar Row after-
wards to wit on the Third day of September
in the year of Christ One thousand Eight
hundred & Five at Madras aforesaid was
indebted to the said Hafsthakar Ud Doraiah
in other Six thousand Star Pagodas of the
Current Money of Madras aforesaid for so
much Money by the said Hafsthakar Ud
Doraiah before that time lent and advanced
to the said Roya Baskhakar Row and at his
special instance and request and being so
indebted he the said Roya Baskhakar Row in
consideration thereof afterwards to wit on the
same

same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Kisthnaar and Doolah to pay him the said last mentioned Sum of Money when he should be thereunto afterwards requested. And Whereas also the said Roya Bashkhar Row afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Kisthnaar and Doolah in the Sum of Six Thousand Star Pagodas of the lethe Current Money of Madras last aforesaid for so much Money by the said Roya Bashkhar Row before that time had and received to and for the use of the said Kisthnaar and Doolah and being so indebted he the said Roya Bashkhar Row 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 Kisthnaar and Doolah to pay him the said last mentioned Sum of Money when he the said Roya Bashkhar Row should be thereunto afterwards requested And Whereas also the said Roya Bashkhar Row afterwards to wit on the

same day and year last aforesaid at Madras aforesaid was indebted to the said Nepthakar Ud Doulah in the further Sum of Six thousand Star Pagodas of the like Current Money of Madras for so much Money before that time and then due and payable from the said Roya Bashkhar Row to the said Nepthakar Ud Doulah for interest upon and for the forbearance of divers large Sums of Money before then lent and advanced by the said Nepthakar ud Doulah to the said Roya Bashkhar Row at his special instance and request and by him the said Nepthakar Ud Doulah forborne to the said Roya Bashkhar Row for divers long Spaces of time before then elapsed at the like special instance and request of the said Roya Bashkhar Row and also for other Money before that time and then due and payable from the said Roya Bashkhar Row to the said Nepthakar ud Doulah for interest upon and for the forbearance of divers other large Sums of Money before then due and owing from the said Roya Bashkhar Row

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Third Term 1812.

Rose to the said Hifsthakur ud Dowlah and by
him the said Hifsthakur ud Dowlah forborne
to the said Roya Bashbkur Rose for divers long
spaces of time before them elapsed, at the like
special instance and request of the said Roya
Bashbkur Rose and being so indebted he the
said Roya Bashbkur Rose in consideration
thereof afterwards to wit on the day and year last
aforesaid, (Madras aforesaid) undertook and then and there faithfully
promised the said Hifsthakur ud Dowlah
to pay him the said last mentioned sum of
Money when he the said Roya Bashbkur
Rose should be thereunto afterwards requested
And Whereas also the said Roya Bashbkur
Rose afterwards to wit on the same day and
year last aforesaid at Madras aforesaid accounted
together with the said Hifsthakur ud Dowlah
of and concerning divers other large sums of
Money before that time due and owing from the
said Roya Bashbkur Rose to the said Hifsthakur
ud Dowlah and then being in Arrear and
unpaid and upon such accounting he the said

Roya Bashikhar Row was then and there found to be
in Arrear and indebted to the said Kisthakar ad
Dowlah in other Six thousand Star Pagodas of the
like Current Money of Madras aforesaid and so
being so found in Arrear and indebted he the said
Roya Bashikhar Row 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 Kisthakar
ad Dowlah to pay him the said last mentioned
Sum of Money when he the said Roya Bashikhar
Row should be thereunto afterwards requested Yet
the said Roya Bashikhar Row 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
Kisthakar ad Dowlah 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

part thereof to the said Kisthnahar ud Dowlah he the said Roya Bauhkhan Row hath hitherto wholly refused and still doth refuse to the said Kisthnahar ud Dowlah Damage of Six thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the First Term One thousand Eight Hundred and Eleven until which Term the said Roya Bashar Row had leave to imparl to the said Plaint and then to answer the same as well the said Kisthnahar ud Dowlah by his said Attorney as the said Roya Bashar Row by his said Attorney and the said Roya Bashar defends the wrong and injury when &c and saith that he did not undertake or promise in manner and form as the said Kisthnahar ud Dowlah Bahauder hath above thereof complained against him and of this he puts himself on the Court &c And for a further Plea in this behalf the said Roya Bashar Row by leave of the Court here for this purpose first had and obtained according to the form of the Statute in such case made and provided says that the said Kisthnahar ud Dowlah Bahauder ought not

Imparlance

Plea filed 27th Feby 1811 — WW

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to have or maintain his aforesaid Action thereof against him Because he says that he the said Roya Bashaw Rose did not at any time within Six Years next before the exhibiting of the Bill of the said Hafisthakur ul Dowlah Bahauder in this behalf undertake or promise in manner and form as the said Hafisthakur ul Dowlah Behauder hath above thereof complained against him and this he is ready to verify Wherefore he prays Judgment if the said Hafisthakur ul Dowlah Bahauder ought to have or maintain his aforesaid Action thereof against him &c.

And afterwards that is to say on the same Second Term One thousand Eight hundred and Eleven came the Parties aforesaid by their respective Attornies aforesaid. And thereupon the said Hafisthakur ul Dowlah Bahauder as to the said Plea of the said Roya Bashaw Rose by him first above pleaded and whereof he hath put himself upon the Court doth the like

Replication filed 31st March 1811 J.W.

Third Term 1812

like. and the said Tiffthakar ul Dowlah Bahauder as to the said Plea of the said Roya Bashar Row by him Secondly above pleaded he saith that he the said Tiffthakar ul Dowlah Bahauder by reason of any thing by the said Roya Bashar Row in that Plea alledged ought not to be barred from having and maintaining his aforesaid action thereof against him the said Roya Bashar Row because he saith that the said Roya Bashar Row did within Six Years next before the Exhibiting the Plaint of him the said Tiffthakar ul Dowlah Bahauder in this behalf undertake and promise in manner and form as he the said Tiffthakar ul Dowlah Bahauder hath above thereof complained against him to wit at Madras aforesaid. and this he the said Tiffthakar ul Dowlah Bahauder Praya may be enquired of by the Court &c.—

And the said Roya Bashar Row doth the like.—

And now in the Second Term in the said

No 33 Year

Plea Joined.

Judgment for the Deft. by order of Court 8th April 1812 J. Shaw

Heard Term 1812 245

year One Thousand Eight hundred and twelve that is to say on the Eighth day of April to which day notice was given as well to the said Kisthnahar ul Doulah Bahawder as to the said Roya Boukhar Pore to inform the Court of the premises at which day came as well the said Kisthnahar ul Doulah Bahawder as the said Roya Boukhar Pore by their respective Attornies aforesaid informed and the Justices of the said Court having heard the respective allegations of the said parties and examined the matter thereof and duly and deliberately considered the evidence produced by them respectively of and upon the matters in question between them day that the said Roya Boukhar Pore did not undertake and prosecute in manner and form as the said Kisthnahar ul Doulah Bahawder hath above complained against him Therefore it is considered that the said Kisthnahar ul Doulah Bahawder take nothing by his said Plaint but be in mercy for his false Clamour &c. and that the said Roya Boukhar Pore go thereupon without day &c. It is also considered that the said Roya Boukhar Pore recover against the said Kisthnahar ul Doulah Behawder Four hundred and

Judgment Signed for the Defendants the 24th day of August 1812
J. Shaw
Pr Curiam

and Fifty One Pagodas and Twenty five fanams for his Costs and Charges laid out by him in and about his Defence in this behalf adjudged by the Court of our said Lord the King now here by his assent according to the Form of the Statute in such case made and provided and that the said Roya Bushkar Row have execution &c thereof &c.

And thereupon the said Roya Bushkar Row by William Light 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 Bisthakar Rd Dowlah within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure

No 33

Seizure - and if it be necessary by Sale thereof the Sum of Four hundred and fifty one Pagodas and Twenty five Fanams for his Costs and Charges by him expended in and about his defence at the Suit of the said Bifthakur and Dowlah - And it is granted unto him returnable here on the twenty fourth day of September next. ——

Writ of Fieri Facias issued against the Plaintiff for Costs 24th of August 1812

Third Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's justices of the Supreme Court of judicature at Madras of the Third Term in the year One thousand Eight hundred and Twelve. ——

Madras to wit — Munemungalum Soobaroya Mondelliar puts in his place Gilbert Ricketts his attorney against Chinnapoo-dayan Mondelliar the Brother and personal representative of Cundappa Mondelliar deceased in a plea of Debt upon an English Bond. ——

Madras to wit } The said Chinnapoodayan Mondelliar the Brother and personal representative of the said Cundappa Mondelliar deceased as aforesaid in his own proper person at the suit of the said Munemungalum Soobaroya Mondelliar in the plea aforesaid. ——

Madras to wit — Be it remembered that in the Vacations after the Third Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Munemungalum Soobaroya Mondelly by Gilbert Ricketts his attorney and brought into the said Court then there his certain Plaint against the said Chinnapoodayan Mondelliar in a plea of Debt upon an English 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 ——

Madras

No. 24

Plaint in Debt Filed August 18th 1812. G: K.

Madras to Wit Maneinangalum Subba-roya Modely by Gilbert Pickett his Attorney &c Complaining of Chinnapoodeyan Modeliar Brother and Personal Representative according to the Laws and Customs of the Hindoo Natives of Cundapah Modelly deceased 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 Maneinangalum Subbaroya Modelly Eight Thousand one hundred and Eighty Star Pagodas Current Money of Madras which he unjustly detains from the said Maneinangalum Subbaroya Modelly For that Whereas the said Condapha Modelly heretofore in his Life time to wit on the Eighteenth day of November in the Year One thousand Eight hundred and Eleven at Madras aforesaid by his certain writing Obligatory Sealed with the Seal of him the said Condapha Modelly and to the Court here now shewn the date whereof is the same day and year last aforesaid acknowledged himself to be held and firmly bound to the said Maneinangalum Subbaroya

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Soobaroya Moodelly by the name and addition of Mane-
-mangalum Soobaroya Moodelly also of the same
place Inhabitant in the Sum of Two Thousand
Star Pagodas Current money of Madras aforesaid
parcel of the said Sum of Eight thousand two
one hundred and Eighty Star Pagodas above
demanded to be paid to the said Manimangalum
Soobaroya Moodelly when he the said Kondapha
Moodelly should be thereto afterwards requested
And Whereas the said Kondapha Moodelly in his
life time afterwards to wit on the same day and
Year aforesaid at Madras aforesaid by his certain
other writing obligatory sealed with the Seal of
them the said Kondapha Moodelly now to the
Court here now shewn the debt whereof is the
same day and Year last aforesaid acknowledged
himself to be held and firmly bound to the
said Manimangalum Soobaroya Moodelly also of
the same place Inhabitant in the Sum of Two
Thousand Star Pagodas Current money of
Madras aforesaid further parcel of the said
Sum of Eight Thousand one hundred and
Eighty Star Pagodas above demanded to be paid

to the said Nanneranganlaun Soobarroya Modelly when he the said Condapha Modelly should be thereto afterwards requested And Whereas the said Condapha Modelly in his lifetime afterwards to wit on the same day and year aforesaid at Madras aforesaid by his certain other writing obligatory Sealed with the Seal of him the said Condapha Modelly and to the Court here now shewn the date whereof is the same day and year aforesaid acknowledged himself to be held and firmly bound unto the said Nanneranganlaun Soobarroya Modelly also of the same place Inhabitant in the Sum of One thousand and Six hundred Star Pagodas Current money of Madras aforesaid (further part of the said Sum of Eight thousand one hundred and Eighty Star Pagodas above demanded to be paid to the said Nanneranganlaun Soobarroya Modelly when the said Condapha Modelly should be thereto afterwards requested - and Whereas the said Condapha Modelly afterwards to wit on the Third day of July in the Year of Christ One thousand Eight hundred and twelve at Madras aforesaid

borrowed

borrowed of the said Maninangalum Soobaroya Moodelly a certain other Sum of Money to wit the Sum of Two thousand five hundred and Eighty Star Pagodas Current money of Madras aforesaid whereby he the said Condapha Moodelly then and there became indebted to the said Maninangalum Soobaroya Moodelly in the said last mentioned Sum to be paid to the said Maninangalum Soobaroya Moodelly when he the said Condapha Moodelly should be thereto afterwards requested whereby an Action hath accrued to the said Maninangalum Soobaroya Moodelly to demand and have of and from the said Condapha Moodelly the said last mentioned Sum of Two thousand five hundred and Eighty Star Pagodas above demanded (residue of the said Eight thousand one hundred and Eighty Star Pagodas) Yet the said Condapha Moodelly in his life time and the said Chinnapoodeyan Moodelliar personal Representative as aforesaid since his decease altho often requested have not nor hath or either of them paid the said Sum of Eight thousand one hundred and Eighty Star Pagodas above demanded or any part thereof to the said Maninangalum Soobaroya Moodelly but to pay the same or any part thereof

No 24

thereof the said Condappa Moodelly in his life time and the said Channapoodeyan Moodeliar personal Representative as aforesaid since his deceased hath wholly refused and the said Channapoodeyan Moodeliar still doth refuse to the damage of the said Manemangalam Lobaroya Moodelly of three hundred Star Pagodas and therefore he brings his Suit &c.

judgment by confession —

And now at this day that is to say on the Twenty first day of August in the Year of Christ one Thousand Eight hundred and Twelve in the Vacation after the second Term in the Year aforesaid until which day the said Channapoodeyan Moodelly had leave to impart to the said Plaint and then to Answer the same &c. come as well the said Manemangalam Lobaroya Moodeliar by his Attorney aforesaid as the said Channapoodeyan Moodelly by Fownes Disney and John Shaw his Attornies and the said Channapoodeyan Moodelly defends the wrong and injury when &c. and says that he cannot deny the said Action of the said Manemangalam Lobaroya Moodeliar nor but that the said several Writings Obligatory are the deeds of him the said Condappa Moodeliar nor but that the said

Condappa

Condappa Modeliar in his life time did owe to &
and detain from the said Manemangalum &
Subarayo Modelliar the said Sum of Eight
Thousand One hundred and Eighty Pagodas above
demanded in Manner and form as the said &
Manemangalum Subarayo Modelliar hath above
in that behalf alledged -- Therefore it is Considered
that the said Manemangalum Subarayo Modelliar
do Recover against the said Channapoodeyan Modelly
personal Representative as aforesaid to his debt and
also Seventy Eight Pagodas and Thirty Two 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 Manemangalum Subarayo Modelliar and with
his assent to be Levied of the Goods and Chattels which
were of the said Condappa Modeliar at the time of his
death to be Administered if he hath so much thereof in
his hands to be Administered and if he hath not
so much thereof in his hands to be Administered
then the Sum of Seventy Eight Pagodas and
Thirty two Fanams Parcel of the damages aforesaid
being for the Costs and Charges aforesaid to be &
Levied of the proper Goods and Chattels of the said
Channapoodeyana

Judgment Signed
for the Plaintiff
the 26th day of
August 1812 -
J. Shaw
21 Proctr

No 11

1812

Judgment Roll

Third Term

Section 13

Chinnapoodeyana Moodelly and the said Manemanga-
lum Soobaroy Moodeliar in Mercy &c.

Mercy

And Thereupon the said
Manemungalum Soobaroya Moodeliar by
Gilbert Pickotts 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 Goods, Lands, Debts and Effects
Real and personal of the said Cundappa
Moodeliar Deceased at the time of his
Death to be Administered 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 thousand one hundred and Eight-
-ty Pagodas for Debt which he the said Manemungalum
Soobaroya Moodeliar recovered against the
said Chinnapoodeyan Moodelly as the
personal representative of the said Cundappa
Moodeliar

Mooddeliar deceased and also Seventy eight Pagodas and thirty two fanams adjudged to the said Manemangalam Sooburoy Moodelly 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 - if the said Chinnapoodeyan Moodeliar 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 Seventy eight Pagodas and thirty two fanams the damages aforesaid to be levied of the proper Goods and Chattels of the said Chinnapoodeyan Moodeliar -

Writ of Fieri Facias issued against the Defendt. Intestate on the 20th of augt 1812.

And it is granted unto him returnable here on the Twenty Sixth day of September next —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of his Majestys justices of the Supreme Court of judecature at Madras of the Third Term in the year One thousand eight hundred and twelve —

Fort St George } Madras to wit } James Waddel put in this place William Light his attorney against James Dobbin in a plea of Debt. —

Fort St George } Madras to wit } The said James Dobbin puts in his place John Shaw his attorney at the suit of the said James Waddel in the plea aforesaid. —

Fort St George } Madras to wit } Be it remembered that in the Vacation after the Third Term in the year of our Lord One thousand eight hundred and twelve before the Supreme Court of judecature at Madras came James Waddel by William Light his attorney and brought into the said Court then there his certain Plaint against the said James Dobbin in a plea of Debt — and there are Pledged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Fort St George

Plaint in Debt
Filed 29th Augt 1812
J.L

Fort Saint George Madras to wit James Waddel by William Light his Attorney Complains of James Dobbin being a British Subject of Madras and as such a Peraon Subject to the Jurisdiction of this Honorable Court of a Plea that he the said James Dobbin do render unto him the said James Waddel the Sum of Eight Thousand Seven hundred and Eighteen Star Pagodas which he owes to and unjustly detains from him the said James Waddel For that Whereas the said James Dobbin heretofore to wit on the Second day of July in the year of our Lord One Thousand Eight hundred and Twelve at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of the said James Dobbin 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 James Waddel by his description of Mr James Waddel in the said Sum of Eight Thousand Seven hundred and Eighteen Star Pagodas to be paid to the said James Waddel when he the said James Dobbin should be thereunto afterwards requested Yet the

said James Dobbin although often requested
to pay the same hath not yet paid the said
Sum of Eight thousand Seven hundred and
Eighteen Star Pagodas above demanded or any
part thereof to the said James Waddel but to pay the
same or any part thereof he the said James
Dobbin hath hitherto wholly refused and still
doth refuse to the said James Waddel his
Damage of Twenty Star Pagodas and therefore
he brings his Suit &c.

Judgment by Confession — on a Warrant of Attorney —

And the said James Dobbin by Salon
Shaw his Attorney comes and defends the wrong
and Injury when &c. and says that he cannot
deny the said action of the said James Waddel
now but that the said Bond in the said Plaint
mentioned is the Deed of the said James Dobbin
now but that he the said James Dobbin owes to
and detains from the said James Waddel the
said Four Thousand Four hundred and Nineteen
Star Pagodas Eight fanams and forty Cash in
manner and form as the said James Waddel hath
above thereof Complained against him Wherefore
it is Considered that the said James Waddel recover against

Judgment signed for the Plaintiff. the 29 day of August 1812 by Mr

against the said James Dobbin his said Debt and also Seventy Star Pagodas and Two Fanams for his Damages which he hath sustained as well by the Occasion of the detaining of the said Debt as for his Cost and Charges by him about his Suit in this behalf expended and by the Court now here adjudged to the said James Waddel by his assent and the said James Dobbin to in Mercy &c.

Mercy

And hereupon the said James Waddel by William Sight 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 James Dobbin within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of four thousand four hundred and nineteen Star Pagodas eight Fanams and forty Cash for

No 35

for Debt which the said James Wardel recovered against the said James Dabbin and also Seventy Pagodas and two fanams adjudged to the said James Wardel 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 Writ of Terre that behalf expended — And it is granted Facias ifsues against the Defts property unto him returnable here on the — in the 29th day of August 1812 Seconds day of October next ———

Third Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Third Term in the year One thousand Eight hundred and Twelve. ——

Fort St George Madras to wit } James Waddel puts in his place William Light his attorney against James Dobbin and John Sutherland in a Plea of Debt ——

Fort St George Madras to wit } The said James Dobbin and John Sutherland puts in their place John Shaw their attorney at the Suit of the said James Waddel in the Plea aforesaid ——

Fort St George Madras to wit } Be it remembered that in the Vacation after the Third Term in the year of our Lord One thousand Eight hundred and Twelve before the Supreme Court of judicature at Madras came James Waddel by William Light his Attorney and brought into the said Court then there his certain Plaint against the said James Dobbin and John Sutherland in a Plea of Debt on Bonds 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 ... Debt Fort Saint George Madras to Wit James Waddel by
Filed 29th August
1812 — J.S. William Light his Attorney Complaining of James —
Dobbin and John Sutherland being British subjects —
of Madras and as such persons subject to the Juris-
diction of this Honorable Court of a Plea that they the
said James Dobbin and John Sutherland do render
unto him the said James Waddel the Sum of Twenty
Nine Thousand Two hundred and Fifty Star Pagodas
which they owe to and unjustly detain from him &
the said James Waddel For that Whereas the said
James Dobbin and John Sutherland heretofore to
wit on the Second day of July in the Year of Our Lord
One thousand Eight hundred and twelve at
Madras aforesaid by their certain Writing
Obligatory Sealed with the Seal of the said James
Dobbin and John Sutherland respectively and to the
Court now shewn the date whereof is on the day
and year aforesaid Acknowledged themselves to be
held and firmly bound unto the said James
Waddel by his description of Mr. James Waddel
in the penal Sum of Twenty Nine Thousand
Two hundred Fifty Star Pagodas to be paid to the
said James Waddel when they the said James Dobbin
and John Sutherland should be thereunto afterwards
Requested

requested Yet the said James Dobbin and John Sutherland although often requested to pay the same have not nor hath either of them Yet paid the said Sum of Twenty Nine Thousand Two hundred and Sixty Star Pagodas above demanded or any part thereof to the said James Waddel but to pay the same or any part thereof they the said James Dobbin and John Sutherland have hitherto wholly refused and Still do refuse to the said James Waddel his Damage of Twenty Star Pagodas and therefore he brings his Suit &c.

judgment by Confession or Warrant of Attorney

And the said James Dobbin and John Sutherland 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 James Waddel nor but that the said Bond in the said Plaint mentioned are the Deeds of the said James Dobbin and John Sutherland respectively nor but that they the said James Dobbin and John Sutherland owe to and detain from the said James Waddel the said Fourteen Thousand Eight hundred and twenty Six Star Pagodas Forty three Fanams and Twenty Cash in manner and form as the said James Waddel hath above thereof Complained against them Wherefore it is Considered that the said

judgment signed for the Plaintiff the 29th day of August 1812. J. Shaw

James Waddel Recover against the said James Dobbin and John Sutherland His said Debt and also Seventy Star Pagodas and Two Fanams for his damages which 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 James Waddel by his Assent and the said James Dobbin and John Sutherland in Mercy &c.

Mercy

And hereupon the said James Waddel by William Light 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 James Dobbin and John Sutherland within the jurisdiction of this Court by Seizure and if it be necessary

by

Third Term 1812

by Sale thereof the Sum of Twenty nine thousand two hundred and fifty Star Pagodas for Debt which he the Said James Wardel recovered against the Said James Dabbin and John Sutherland and also Seventy two Pagodas and two fanams agreed to the Said James Wardel 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. Note of Fiere expended - and it is granted unto Facias issued against the him returnable here on the Second day Property of the Defendt on the of October next 29th day of Augt 1812 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and The Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of Judicature at Madras of the Third Term in the year One thousand eight hundred and Twelve ——

Fort St George Madras ss } Cauttoopaly Sashachella Moodelliar puts in his place Fornes Disney and John Shaw his Attornies " against Amurambadoo Vencatachelum on a plea of Trespass on the Case ——

Fort St George Madras ss } The said Amarambadoo Vencatachellam in his own proper person at the Suit of the said Cauttoopaly Sashachella Moodelliar in the Plea aforesaid ——

Fort St George Madras ss } Be it remembered that in the Vacation after the Second Term in the year of Christ One thousand Eight hundreds and Twelve before the Supreme Court of Judicature at Madras came Cauttoopaly Shasha-chella Moodelliar by Fornes Disney and John Shaw his Attornies and brought into the said Court then there his certain Plaint against the said Amarambadoo Vencatachellam 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

Thousand eight hundred and twelve at Madras aforesaid was indebted to the said Shashachila in the sum of Six hundred Star Pagodas of the like Current Money for so much Money by the said Shashachila before that time lent and advanced to the said Venatachilaun and for at his Special instance and request. And being so indebted he the said Venatachilaun 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 Shashachila to pay him the said last mentioned Sum of Money when he the said Venatachilaun should be thereunto afterwards requested. And Whereas also the said Venatachilaun afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Shashachila in other Six hundred Star Pagodas of the like Current Money for so much Money by the said Venatachilaun before that time paid and received to and for the use of the said Shashachila. And being so indebted he the said Venatachilaun in consideration thereof afterwards

afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Shashachela to pay him the said last mentioned Sum of Money when he the said Vencatachilam should be thereunto afterwards requested. And Whereas also the said Vencatachilam afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Shashachila of and concerning divers Sums of Money before that time due and owing from the said Vencatachilam to the said Shashachila and then being in arrear and unpaid and upon that Accounting the said Vencatachilam was then and there found to be in arrear and indebted to the said Shashachila in other Six hundred Star Pagodas of the like Current Money of Madras aforesaid. And being so found in arrear and indebted he the said Vencatachilam 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 Shashachela to pay him

the

Third Term 1812

the said last mentioned Sum of Money when he the said Venkatachilam should be thereunto afterwards requested. Yet the said Venkatachilam 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 Shashachila 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 Shashachila (although) he the said Venkatachilam afterwards to wit on the same day and year last aforesaid and oftentimes afterwards at Madras aforesaid was by the said Shashachila requested so to do. but to pay the same or any of them or any part thereof to the said Shashachila he the said Venkatachilam hath hitherto wholly refused and still doth refuse to the damage of the said Shashachila of eight hundred Star Pagodas and therefore he brings his suit &c.

judgment on a Verdict in Assumpsit.

And now in this Third Term in the Year One Thousand Eight hundred and twelve that is to say on the Eighteenth day of July

to which day was given as well to the said
Shashachella as to the said Venkatachellum
to inform in the Court of the premises Cause
before the Court the said Shashachella by his
Attornies aforesaid and the said Venkatachellum
although solemnly demanded came not to
answer, nor did he say any thing in bar or
preclusion of the said action of the said
Shashachella whereby the said Shashachella
remains therein undefended against the
said Venkatachellum And afterwards to
wit on the Twenty third day of July in the
same Term the Justices of the said Court
having heard the allegations of the said
Shashachella and examined the truth
thereof and duly considered the evidence by
produced on the part of the said Shashachella
in support of his said allegations say that
the said Venkatachellum did undertake and
promise in manner and form as the
said Shashachella hath in his said Plaint
in that behalf thereof alleged And the

Justices

Third Term 1812.

Justices aforesaid assess the damages of the said Shashachella by occasion of the not performing the several Promises and undertakings in the said Plaint of the said Shashachella Mentioned besides his Costs and Charges by him about his Suit in this behalf expended to Four Hundred and Fifty four Pagodas and Twenty three Fanams. Therefore it is considered that the said Shashachella do Recover against the said Venatachellum his damages aforesaid in form aforesaid assessed and also One hundred and fifty Pagodas and Twenty four Fanams for his said Costs and Charges by the Court now here adjudged to the said Shashachella with his assent which said damages Costs and Charges in the Whole Amount to the Sum of Six Hundred and five Pagodas and two Fanams and the said Venatachellum in Mercy &c.

Judgment Signd for the Plaintiff the 1st day of Septemr 1812.
J. Shaw.
Dy Provost

Mercy

And hereupon the said Cautoopally Sashachella Moodeliar by Counsel

Townes Disney and John Shaw his Attornies
prayd 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 Amarambadoo Vencatachellam &
within the jurisdiction of this Court by
Seizure and if it be necessary by Sale thereof
the Sum of Six hundred and five Pagodas and
two fanams which the said Cautoopillay
Sathachella Modelliar recovered againste the
Said Amarambadoo Vencatachelam for
damages which he hath sustained as well
by occasion of the non performance of certain
promises and undertakings lately made by the
Said Amarambadoo Vencatachelam to the Said
Cautoopilly Shathachella Modelliar as for Costs
and charges by him about his Suite in that behalf
expended - And to it granted unto him returna-
ble here on the eleventh day of September instant —

Writ of Fiere Facias issued the 1st day of Septr. 1812

Whereof the Defendants property on the

Third Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Third Term in the year One thousand eight hundred and Twelve ——

Fort St George Madras ss } Maungapooram Vencatalinga Chetty as plt in his plea Townes Disney and John Shaw his attornies against Moorly Dofs in a Plea of Trespass on the Case —

Fort St George Madras ss } The said Moorly Dofs in his own proper person at the Suit of the said Maungapooram Vencatalinga Chetty as in the plea aforesaid ——

Fort St George Madras ss } Be it remembered that in the Vacation after the Fourth Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of judicature at Madras came Maungapooram Vencatalinga Chetty as by Townes Disney and John Shaw his attorneys and brought into the said Court then there his certain Plaint against the said Moorly Dofs 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 4th Jan.
1812 -
J. S.

Fort St. George Madras ss Maurgapoorum
Venkatalinga Chittyar by James Dismey and
John Shaw his attornies complains of Moorly
Dosa who is a heidoo Inhabitant of Madras and
as such subject to the Jurisdiction of this Honble
Court in a plea of Trespass on the case For that
Whereas the said Moorly dosa heretofore to wit
on the Twenty fifth day of January in the year Christ
One thousand eight hundred and ten at Madras
aforesaid made his certain Note in writing in the
Malabar language according to the laws and
customs of such Heidoo Natives of India his
own proper hand being thereunto subscribed &
bearing date the same day and year afore-
said and then and there delivered the said
Note to the said Maurgapoorum Venkatalinga
Chittyar by which said Note he the said Moorly
dosa acknowledged to have borrowed and Received
of the said Maurgapoorum Venkatalinga Chittyar
the Sum of One thousand Star pagodas Current
Money of Madras which Sum the said Moorly
dosa thereby engage to repay to the said Maurga-
poorum Venkatalinga Chittyar in the space of
six Months with all such interest as should
or ought become due thereon at the rate of

Twelve

twelve per Cent per Annum. By Reason
whereof and by force of the Laws and Customs of
such Hindoo Natives of India the said Moorly
doth became liable to pay to the said
Mauriga pooram Venatalinga Chettyar 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 Moorly doth
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 Maurga-
pooram Venatalinga Chettyar 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 Moorly
doth afterwards to wit on the first day of
October in the Year of Christ One thousand
eight hundred and eleven at Madras aforesaid
was indebted to the said Maurgapooram
Venatalinga Chettyar in the sum of Two
thousand Star Pagodas of the lawful current
money of Madras for so much money by the
said Maurgapooram Venatalinga Chettyar

before

Read from Rome
January one
Sesto — Mr Anderson
this 8th February 1817

1812

Judgment Roll

Third ~~Term~~ & fourth Term

Section 14—

before that time lent and advanced to the said
Moorly dosa and at his special instance and
request and being so indebted he the said
Moorly dosa 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 Ja
Maurgaspooram Venatalinga Chettyar to pay
him the said last mentioned sum of money
when he the said Moorly dosa should be there-
unto afterwards requested And Whereas also
the said Moorly dosa afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid was indebted to the said Maurgaspooram
Venatalinga Chettyar in other Sum thousand Star
Pagodas of the like lawful Current money of
Madras aforesaid for so much money by the
said Moorly dosa before that time had and
received to and for the use of the said Maurgaspooram
Venatalinga Chettyar and being so indebted he
the said Moorly dosa in consideration thereof
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook

and

Third Term 1812

and then and there faithfully promised the
said Maungapoovam Venkatalinga Chettyar to
pay unto the said last mentioned Sum of
money when he the said Moorly dos should
be thereunto afterwards requested. And
Whereas also the said Moorly dos afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid accounted with the said
Maungapoovam Venkatalinga Chettyar of and concern-
ing divers Sums of money before that time due
and owing from the said Moorly dos to the said
Maungapoovam Venkatalinga Chettyar and then
being in arrear and unpaid and upon that
accounting the said Moorly dos was then and
there found to be in arrear and indebted to the
said Maungapoovam Venkatalinga Chettyar in
other Two thousand Star Pagodas of the like
lawful Current money of Madras aforesaid and
being so found in arrear and indebted to the
said Moorly dos in consideration thereof after-
wards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said
Maungapoo-

Mauregaspooram Venkatalinga Chettyar to pay him the
said last mentioned Sum of money when he the
said Moorly dosa should be thereunto afterwards
requested. Yet the said Moorly dosa 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 Maurga-
spooram Venkatalinga Chettyar 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 Maurgaspooram Venkatalinga Chettyar
(altho he the said Moorly afterwards on the same
day and Year last aforesaid and often times
afterwards to wit at Madras aforesaid was by the
said Maurgaspooram Venkatalinga Chettyar
requested so to do but to pay the said several
Sums of money or any or either of them or any
part thereof to the said Maurgaspooram Venkata-
linga Chettyar he the said Moorly dosa hath
hitherto wholly refused and still doth refuse
to the damage of the said Maurgaspooram
Venkatalinga

11E312

Third Term 1812

judgment by confession

(Venkatalinga Chittyar of Two thousand Star pagodas and therefore he brings his Suit &c.

And the said Moorley Dofs by William Light his Attorney comes and defends the Wrong and injury when &c. and says that he cannot deny the said Action of the said Venkatalinga Chittyar nor but that he the said Moorley Dofs did undertake and promise in manner and form as the said Venkatalinga Chittyar hath above thereof complained against him and that the said Venkatalinga Chittyar hath sustained damage on occasion of the not performing of the said Several promises and undertakings in the said declaration mentioned to the Sum of One thousand One hundred and Eighteen Pagodas as by the said declaration is above alledged and hereupon the said Venkatalinga Chittyar prays Judgment and his damages to acknowledge together with his Costs and Charges by him about his Suit in this behalf expended to be adjudged to him &c. Therefore it is considered that the said Venkatalinga

Judgment Signed for the Plaintiff the 5th Sept. 1812 J. Shaw Dy Prothy

Venkatalinga Chettyar do recover against the said Moorley Dofs his damages aforesaid in form aforesaid acknowledged and also one Hundred and five Pagodas and thirty Eight fanams for his said Costs and Charges by the Court — now here adjudged to the said Venkatalinga Chettyar and with his assent which said damages Costs and Charges in the whole — amount to One thousand Two Hundred and Twenty three Pagodas and thirty Eight fanams and the said Moorley Dofs in Mercy &c.ª —

Mercy

Third Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Third Term in the year One thousand eight hundred and Twelve. ——

Madras ff James Stuart Esqr puts in his place Robert Orme his Attorney against James Dobbin in a plea of Debt. ——

Madras ff The said James Dobbin in his own proper person at the Suit of the said James Stuart Esqr in the Plea aforesaid ——

Madras ff Be it remembered that in the Vacation after the Second Term in the year of our Lord One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came James Stuart Esqr by Robert Orme his attorney and brought into the said Court then there his certain plaint against the said James Dobbin in a Plea of Debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words — that is to say ——

Madras

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Short Term 1812.

Plaint in Debt Filed 1st May 1812 J. S.

Madras ss James Stuart Hall by Robert Orme his Attorney complains of James Dobbin being a British Subject and as such subject to the Jurisdiction of this Hon'ble Court of a Plea that he render to him the said James Stuart Hall Two Thousand Six hundred and twenty two Star Pagodas Thirty Six fanams and forty Cash of the Current Money of Madras which he the said James Dobbin owed to and unjustly detains from the said James Stuart Hall For that Whereas the said James Dobbin heretofore to wit on the Sixth day of March in the Year one thousand eight hundred and one at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of the said James Dobbin and to the Court here now Shown the date whereof is the Day and Year aforesaid acknowledged himself to be then and there held and firmly bound unto the said James Stuart Hall in the Penal Sum of Two Thousand Six hundred and twenty two Star Pagodas Thirty Six fanams and forty Cash to be paid to the said James Stuart Hall when he the said James Dobbin should be thereunto afterwards requested. Yet the said James Dobbin (altho' often requested &c.) hath not paid the said Sum of Two thousand Six hundred and twenty two Star Pagodas Thirty

six pounds and forty Cents above demanded or any part thereof to the said James Stuart Hall But to pay the same or any part thereof to the said James Stuart Hall, he the said James Dobbin hath hitherto wholly refused and still doth refuse To the said James Stuart Hall his Damage of fifty Pagodas and therefore he brings his Suit &c.

Cognovit Filed Septem.r 24.th 1812 - G: R.

And now at this Day that is to say on the Twenty Second day of July in this same Term the said James Dobbin by James Morris his Attorney comes and defends the wrong and injury when &c.a and says that he cannot deny the said action of the said James Stuart Hall now but that the said Bond or writing Obligatory in the Plaint mentioned is the deed of him the said James Dobbin, nor but that he the said James Dobbin owes to and detains from the said James Stuart Hall the said Two thousand Six hundred and Twenty two Star Pagodas Thirty six fanams and forty Cash in manner and form as the said James Stuart Hall hath above thereof complained against him Therefore it is Considered that the said James Stuart Hall recover against the said James Dobbin his said debt and also

Judgment by confession

Judgment Signed by confession the 24.th Sept.r 1812 G: Ricketts Cl.k

Fifty

Fifty five Pagodas and four fanams for his
damages which he hath sustained as well by
Occasion of the detaining the said debt as also for
his Costs and Charges by him about his Suit in this
behalf expended adjudged to the said James Short
Hall by his assent and the said James Dobbin
Mercy ein Mercy &c.

Third Term 1812.

1249

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Third Term 1812 —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and the Honble Sir Francis Macnaghten Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Third Term in the year One thousand eight hundred and Twelve —

Madras to wit — Punjum Sing puts in his place Daniel Neale his Attorney against Bydeputy Venkiah Brahmny and Cotta Narrainsawmy Iyer Bail of Charles Ellis Esqr in a plea of Debt on recognizance. —

Madras to wit — The said Bydeputy Venkiah Brahmny and Cotta Narrainsawmy Iyer in their own proper person. at the Suit of the said Punjum Sing in the Plea aforesaid —

Madras to wit Be it remembered that in the Second Term in the Year of Christ One thousand eight hundred and Twelve before the Supreme Court of Judicature at Madras came Punjum Sing by Daniel Neale his Attorney and brought into the said Court then — there his certain Plaint against the said Bydeputy Venkiah Brahmny and Cotta Narrainsawmy Iyer the Bail of Charles Ellis as aforesaid in a Plea of Debt on recognizance and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras —

Plaint in Debt on recognizance Filed 25th March 1812 — J.S.

Madras (to wit) Pungium Sing by Daniel Neale his attorney Complains of Bydesprandy Venkiah Branniny and Cota Narrain Sanemy Eyer who are respectively Hindoo Inhabitants of Madras and as such Persons respectively subject to the Jurisdiction of this Honorable Court of a Plea that they render to the said Pungium Sing three hundred and forty three Star Pagodas and fifteen Fanams of the Lawful Current Money of Madras which they owe to and unjustly detain from him. For that Whereas heretofore to wit on the twenty second day of February in the First Term in the Year of our Lord One thousand eight hundred and Twelve in the Supreme Court of Judicature of our Lord the King here by the Consideration and Judgment of the same Court the said Pungium Sing recovered against one Charles Ellis Esquire a British subject and as such a Person subject to the Jurisdiction of the same Court the Sum of Three hundred and thirty Pagodas forty three Fanams and fifteen Cash. which in and by the said Court were adjudged to him the said Pungium Sing for his Damages which he had sustained as well by occasion of the not performing certain promises and undertakings

undertakings theretofore made by the said Charles Ellis to the said Pungum Sing as for his Costs and Charges by him laid out about his Suit in that behalf Whereof the said Charles Ellis was and is convicted as by the Record of such Judgment remaining in the said Supreme Court here more fully appears - And Whereas whilst the said Suit was depending to wit on the Twenty Ninth day of October in the Year of our Lord One Thousand eight hundred and Eleven the said Bydeapanty Venkiah Browney and Cota Narrainsawmy Cyer came into the said Supreme Court of our said Lord the King here before Sir Thomas Andrew Strange Knight Chief Justice of the same Court in their proper Persons and then and there by the names and additions of Bydeapanty Venkiah Browney of Mungapathe Naick Street No. 200 at Peddoo Naicka Pettah and Cota Narrainsawmy Cyer of Perimal Covil Street No. 5 at Chintadrepettah both of Madras Inhabitants and House Keepers and on that occasion did acknowledge to owe to the said Pungum Sing the Sum of Three hundred and forty three Pagodas and fifteen Fanams and did Submit and grant for themselves and

and Each of them that the said Sum of Three
hundred and forty three Pagodas and fifteen
fanams should and might be Made of their
and each of their Lands and Chattels and Levied
to and for the use of the said Penjeon Sing in
case the said Charles Ellis should happen to
be Condemned at the Suit of the said Penjeon
Sing in the Plea aforesaid and that the said Charles
Ellis should not pay and satisfy to the said Penjeon
Sing the Damages Costs and Charges which
should be adjudged to the said Penjeon Sing in
that behalf or render himself to the Custody of the
Sheriff of Madras on that account as by the Record
of the said Recognizance Now remaining in the
said Supreme Court here to Wit at Madras
aforesaid More fully appears - And the said
Penjeon Sing in fact further saith that the said
Charles Ellis hath not as yet paid or satisfied
unto them the said Penjeon Sing the said
Sum of Three hundred and Thirty Pagodas
forty three fanams and fifteen Cash to adjudged
to them for his Damages Costs and Charges
in the Plea aforesaid Nor surrendered himself
to the Custody of the Sheriff of Madras on that

Occasion

Third Term 1812.

Occasion but that the said Damages Costs and Charges are Still Wholly unpaid and unsatisfied to him the said Pungiarn Sing. And the said Pungiarn Sing in fact further saith that the said Judgment so by him in form aforesaid Recovered and the said Recognizance in form aforesaid Acknowledged are and Each of them is in full force Strength and Effect in no Wise Reversed. Set aside Paid or Satisfied And that he the said Pungiarn Sing hath not yet obtained Execution of or upon the said Judgement and Recognizance or Either of them. Whereby an Action hath accrued to the said Pungiarn Sing to demand and have of and from the said Bydesparty Venkiah Branning and Cota Narrain Sawmy Eyer the said Sum of Three hundred and forty three Pagodas and fifteen Fanams in the said Recognizance specified According to the tenor and Effect of the said Recognizance to wit at Madras aforesaid Yet the said Bydasparty Venkiah Branning and Cota Narrain Sawmy Eyer although often respectively requested so to do have not Nor hath Either of them yet rendered the said Three hundred and forty three Pagodas and fifteen Fanams in the said Recognizance

Mad

mentioned and above Demanded or any part thereof to the said Penjirin Sing but they to render the same or any part thereof to the said Penjirin Sing have and each of them hath hitherto Wholly Refused and Still do. and each of them Still doth Refuse so to do. To the Damage of the said Penjirin Sing of Twenty Star Pagodas and Therefore he brings his Suit &c—

judgment or a Verdict on Recognizance &.

And the said Bydesparty Venkiah and Cota Narrain Saweny 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 Penjirin Sing Whereby the said Penjirin Sing Remained thereon undefended &. against the said Bydesparty Venkiah, and Cota Narrain Saweny and by reason Whereof a Day was given to the said Penjirin Sing to verify his said Plaint and Suit.—

At which Day being the Thirtieth day of July in the Third Term Now last past come the said Penjirin Sing by his said Attorney and Proved to this Court the Matters of his said Plaint and the Justices of this Court having heard Examined and Considered the allegations

of

of the said Pungiam Sing and the Depositions of the Witnesses Produced by him Pronounced that the said Bydepanty Venkiah and Cola Narrain Sarvay did in Manner and Form as the said Pungiam Sing hath above Thereof Complained against them Acknowledge to owe to the said Pungiam Sing the said Sum of Three hundred and Forty three Pagodas and Fifteen Fanams in the said Plaint Mentioned and that they the said Bydepanty Venkiah and Cola Narrain Sarvay did Submit and Grant for themselves and Each of them that the said Sum of Three hundred and Forty three Pagodas and Fifteen Fanams Should and might be Made of their and Each of their Lands and Chattels and Levied to and for the Use of the said Pungiam Sing in Case the said Charles Ellis Should happen to be Condemned at the Suit of the said Pungiam Sing in the Plea aforesaid and that the said Charles Ellis Should not pay and Satisfy to the said Pungiam Sing the Damages Costs and Charges which Should be adjudged to him in

That

that behalf or Render himself to the Custody of the Sheriff of Madras on that Account. And the Justices of this Court have also Pronounced that the said Charles Ellis hath not as yet paid or Satisfied unto the said Pungiam Sing the Sum of Three hundred and Twenty Pagodas Forty three Fanams and Fifteen Cash adjudged to him for his Damages Costs and Charges in the Plea aforesaid Nor Surrendered himself to the Custody of the Sheriff of Madras upon that Occasion and that the said Damages Costs and Charges are still Wholly unpaid and unsatisfied and that the said Judgment so by the said Pungiam Sing in form aforesaid recovered and the said Recognizance by the said Bydesparty Venkiah and Sola Narrain Savery in form aforesaid acknowledged are and Each of them is in full force Strength and Effect in no Wise reversed Set aside paid or satisfied and that he the said Pungiam Sing hath not yet obtained Execution of or upon the said Judgment or

Recognizance

Recognizance or Either of them.—

It is therefore Considered and adjudged that the said Pungiun Sing have his Execution against the said Bydeputty Venkiah and Cota Narrain Sawmy of the Damages Costs and Charges aforesaid According to the force form and Effect of the said Recognizance &c.— And that the said Pungiun Sing do Recover &c against the said Bydeputty Venkiah and Cota Narrain Sawmy for his Costs and Charges by him laid out about his Suit in this behalf the Sum of One hundred and Sixty Six Pagodas and four Fanams which &c Damages Cost and Charges in the Whole &c Amount to Four hundred and Ninety Seven Pagodas Eight Fanams & Fifteen Cash And the said Bydeputty Venkiah and Cota Narrain Sawmy in Mercy &c.—

judgment Signed for the Plaintiff the 9th day of Septr. 1812

J. Shaw
Dt Cr.

Mercy

Third Term 1812.

Fourth Term 1812-

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and The Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve ——

Madras to wit - Cauramaura Parea Jaundava Maistry puts in his place Daniel Neale his Attorney against Condappansawy in a Plea of Trespass on the Case ——

Madras to wit - The said Condappansawy in his own proper person at the Suite of the said Cauramaura Parea Jaundava Maistry 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 Eleven before the Supreme Court of judicature at Madras came Cauramaura Parea Jaun-dava Maistry by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against the said Condappansawy 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 1812.

Plaint in Assumpsit
Filed 20th Novemr 1812
J. L.

Madras to Wit Cauramaura Parea Taundava Maistry of Madras Inhabitant by Daniel Neale his Attorney Complains of Condapparaussamy who is an Hindoo Inhabitant of Madras, and as such a Person, subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas the said Condapparaussamy heretofore, to wit, on the fifteenth Courtega of Vebam Year, answering to the twenty fifth day of November in the Year of our Lord One Thousand Eight Hundred and Eight, to wit, at Madras made his certain Instrument in Writing in the Malabar Language purporting to be and commonly called a Malabar Bond his own proper hand being thereunto subscribed and bearing date the day and Year aforesaid, and then and there delivered the same Instrument in writing to the said Cauramaura Parea Taundava Maistry, by which said Instrument in writing he the said Condapparaussamy acknowledged that on the day of the making thereof, he had in consequence of his urgent occasions, mortgaged to the said Cauramaura Parea Taundava Maistry his House situated at

at Peddy Naicka Pettah in the Street of Nairaura Pannapah Chetty, together with the grant thereof, and borrowed and received of the said Caravanna=ra Parea Tawndava Maistry the Sum of Three Hundred and Sixty Six Star Pagodas, Current Money of Madras, and did thereby engage to repay to the said Caravanna Parea Tawndava Maistry the same Sum on, or before the Tenth day of July One Thousand eight hundred and Nine, together with all such Interest as should, or ought become due thereon at the date of twelve per Cent per Annum. By means whereof the said Condasspanpanny became liable to pay to the said Caravanna Parea Tawndava Maistry the said Sum of Money in the said Instrument in writing Specified, according to the tenor and effect of the said Instrument in writing. And being so liable he the said Condasspanchanny 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 Caravanna Parea Tawndava Maistry to pay him the said Sum of Money in the said Instrument in writing Specified, according to the tenor and

effect

Rec.d of
Rienzi Esq
One Sch.d Bk
the 4.th May
1814

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1812

Judgment Roll
Fourth Term.

Section. 15.

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effect of the said Instrument in writing. And whereas
also the said Condasspanaiany afterwards, to wit,
on the first day of August in the Year of our Lord
One thousand Eight Hundred and Nine at
Madras aforesaid was indebted to the said Cara-
=mauna Parea Taundawa Maistry in the Sum of
One Thousand Star Pagodas of the lawful Current
Money of Madras for Money by the said Caramauna
Parea Taundawa Maistry before that time lent and
advanced to the said Condasspanaiany and at his
special instance and request. And being so indebted
as last aforesaid, the said Condasspanaiany 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 Caramauna Parea Taundawa Maistry to pay
him the said last Mentioned Sum of Money, when he
the said Condasspanaiany should be thereto afterwards
requested. And Whereas also the said Condasspan=
=aiany afterwards, to wit on the same day and Year
last aforesaid at Madras aforesaid accounted with the
said Caramauna Parea Taundawa Maistry of and
concerning divers other Sums of Money before that
time due and owing from the said Condasspan=
=aiany to the said Caramauna Parea Taundawa
Maistry

Maistry and then being in arrear and unpaid upon
which accounting the said Condasspanisawy was then
and there found to be in arrear and indebted to the
said Caramaura Paria Saundava Maistry in the
further Sum of One Thousand Star Pagodas of
the lawful Current Money of Madras. And being so
found in arrear and indebted, the said Condasspanisawy
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 Caramaura Paria Saundava Maistry to pay him
the said last mentioned Sum of Money, when he
the said Condasspanisawy should be thereto afterwards
requested. Yet the said Condasspanisawy 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 Caramaura
Paria Saundava Maistry 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 Caramaura
Paria Saundava Maistry, although so to do, he the
said Condasspanisawy was requested by the said Cara-
maura Paria Saundava Maistry afterwards, to wit,
on the same day and year last aforesaid and

ostentimes afterwards at Madras aforesaid. Debt &c.

the same, or any part thereof to the said Caramanara

Parea Taundava Maistry, he the said Condasparawa-

-ssawy hath hitherto Wholly refused and still doth

refuse. To the damage of the said Caramanara

Parea Taundava Maistry of One Thousand Star

Pagodas and therefore he brings his Suit &c.

judgment on a Verdict in assumpsit

And the said Condasparawassawy having

came in his own proper Person defended the Wrong

and Injury when &c. and said Nothing in bar or

preclusion of the said Action of the said Caramanara

Parea Taundava Maistry whereby the said Cara-

-manara Parea Taundava Maistry remained therein

undefended against the said Condasparawassawy and

by Reason whereof a Day was given to the said

Caramanara Parea Taundava Maistry to Verify his

said Plaint and Suit.

At which Day being the Twenty Eighth

day of March in the Second Term last past Comes

the said Caramanara Parea Taundava Maistry

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

Fourth Term 1812.

the Allegations of the said Caramaura Parea Tawndawa Maistry and the Depositions of the Witnesses produced by him have Pronounced that the said Condasspauasawy did undertake and Promise in Manner and Form as the said Caramaura Parea Tawndawa Maistry hath above thereof Complained against the said Condasspauasawy And the said Justices have assessed the Damages Sustained by the said Caramaura Parea Tawndawa Maistry by Occasion of the Non-performance by the said Condasspauasawy of his several Promises and undertakings in the Plaint Mentioned to the Sum of Five hundred and thirty two Pagodas and Eighteen Fanams over and besides the Costs and Charges of the said Caramaura Parea Tawndawa Maistry by him about his Said in this behalf Expended. —

It is therefore considered and Adjudged that the said Caramaura Parea Tawndawa Maistry do recover against the said Condasspauasawy his Damages aforesaid to the said Sum of Five hundred and thirty two Pagodas and Eighteen Fanams And that the said Condasspauasawy do pay to the said Caramaura Parea Tawndawa

Judgment Signed for the Plaintiff the 12th Septr 1812 — J. Shaw Dy Provost

Maistry for his said Costs and Charges the Sum of One hundred and thirty two Pagodas and Thirty Eight Fanams Which Damages Costs and Charges amount to the Sum of Six hundred and Sixty Five Pagodas and Eleven Fanams And the said Condappasamy in Mercy &c.

Mercy

And hereupon the said Caramana =ra Parea Tandava Maistry by Daniel Neale his Attorney prays the writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Goods, Lands, Debts and other Effects real and personal of the said Condappasamy within the jurisdiction of this Court by Seizure And if it be necessary by Sale thereof the Sum of Six hundreds and Sixty five Pagodas and eleven fanams which the said Caramana Parea Tandava Maistry recovered against the said Condappasamy for Damages which he hath sustained as well by occasion of the nonperformance of certain

certain promised and undertaking lately
made by the said Contrapprandauary to
the said Cariamaura Parua Tondaa
Maistry as for Costs and Charges by
him about his Suit in that behalf expended
And it is granted unto him returnable
here on the Nineteenth day of September
instant

Writ of Fieri Facias issued against the Defendants on the 12th day of Septr 1812 -

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve ——

Madras to wit — } Richard Griffiths John Griffiths and Charles John Cook put in their place Daniel Neale their attorney against James Dobbin and John Sutherland in a plea of Trespass on the Case ——

Madras to wit — } The said James Dobbin and John Sutherland in their own proper persons at the suit of the said Richard Griffiths John Griffiths and Charles John Cook in the Plea aforesaid. ——

Madras to wit — Be it remembered that in the Third Term in the year of our Lord One thousand eight hundred and Twelve — before the Supreme Court of Judicature at Madras came Richard Griffiths John Griffiths and Charles John Cook by Daniel Neale their Attorney and brought into the said Court then there their certain plaint against the said James Dobbin and John Sutherland in a Plea of Trespass on the Case and there pledges for the prosecution to wit John Doe and Richard Roe which said plaint followeth in these words that is to say —

Madras

2160

Plant in
Assumpsit
Filed 22d
July 1812
J. L.

Madras to Wit. Richard Griffiths, John Griffiths and
Lount Charles John Cook by Daniel Neale their
Attorney Complain of James Dobbin and John Sutherland
Esqrs who are British Subjects Residing at Madras and
Liable to the Jurisdiction of this Honorable Court of a Plea
of Trespass on the Case &c. For that Whereas the said
James and John Sutherland on the Twenty Ninth day of
February in the present Year of our Lord One
thousand Eight hundred and twelve to Wit at Madras
aforesaid Made their Promissory Note in Writing
bearing date the day and Year aforesaid and thereby then
and there promised to pay three Months after the
Date thereof to the said Richard, John Griffiths and
Charles John (by the Name and description of
Messieurs Griffiths Wheeler Cook and Company)
their order the Sum of Two thousand Four hundred
and Sixty Six Star Pagodas Thirty three Fanams
and Sixty Cash for Value Received by Means whereof
the said James and John Sutherland then and there
became liable to pay to the said Richard John Griffiths
and Charles John the said Sum of Money in the
said Note specified According to the tenor and Effect
of the said Note and being so liable they the said
James and John Sutherland in Consideration thereof

Assumpsit

afterwards to wit on the day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Richard John Griffiths and Charles John 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 also the said James and John Sutherland afterwards to wit on the Twenty Ninth day of February in the Year aforesaid at Madras aforesaid were indebted to the said Richard John Griffiths and Charles John in the further Sum of Three Thousand Star Pagodas of the lawful Current Money of Madras for Money by the said Richard John Griffiths and Charles John before that time lent and advanced to the said James and John Sutherland and at their special instance and request And being so indebted they the said James and John Sutherland 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 Richard John Griffiths and Charles John to pay them the said last mentioned Sum of Money when they the said James and John Sutherland should be thereto afterwards requested. And Whereas also the

Fourth Term 1812.

the said James and John Sutherland afterwards
to Wit on the same day and Year aforesaid at
Madras aforesaid were indebted to the said
Richard John Griffiths and Charles John in the
further Sum of Three thousand Star Pagodas
of like lawful Current Money of Madras for Money
by the said James and John Sutherland before
that time had and received to the use of the
said Richard John Griffiths and Charles John &
And being so indebted they the said James and
John Sutherland 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 Richard John Griffiths
and Charles John to pay them the said last
mentioned Sum of Money when they the said
James and John Sutherland should be thereto
afterwards Requested Yet the said James and
John Sutherland 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 Richard John
Griffiths

Griffiths and Charles John in this behalf have not
now hath Either of them yet paid the said
Several Sums of Money or any or either of them or
any part thereof to the said Richard, John Griffiths and
Charles John although &c to do they the said James
& John Sutherland were Requested by the said
Richard John Griffiths and Charles John afterwards
to Wit on the same day and Year aforesaid and &
oftentimes afterwards at Madras aforesaid But to pay
the same or any part thereof to the said Richard
John Griffiths and Charles John they the said &
James and John Sutherland have and each of them
hath hitherto Wholly Refused and Still do and each
of them Still doth Refuse To the damage of the said
Richard John Griffiths and Charles John of Four &
thousand Star Pagodas and therefore they bring &
their Suit &c

Judgment nisi a Verdict in Assumpsit —

And the said James and John Sutherland 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 Richard John Griffiths and Charles John Whereby the said Richard John Griffiths and Charles John remained thereon undefended against the

3/4/4

Fourth Term 1812.

the said James and John Sutherland and by reason whereof a Day was given to the said Richard John Griffiths and Charles John to verify their said Plaint and Suit.

At which Day being the Sixth day of August in the Third Term last past Come the said Richard John Griffiths and Charles John by their said Attorney and Prove to their Court the Matters of their said Plaint, and the Justices of this Court having heard Examined and Considered the Allegations of the said Richard John Griffiths and Charles John and the Depositions of the Witnesses produced by them have Pronounced that the said James and John Sutherland did undertake and Promise in manner and form as the said Richard John Griffiths and Charles John have above thereof Complained against the said James and John Sutherland And the said Justices have Assessed the Damages Sustained by the said Richard John Griffiths and Charles John by Occasion of the Non performance by the said James and John Sutherland of their several Promises and undertakings in the Plaint mentione to the Sum of Two Thousand Five hundred

and

and Eleven Pagodas Nine Fanams and Sixty four Cash over and besides the Costs and Charges of the said Richard John Griffiths and Charles John by them about their Suit in this behalf Expended —

It is therefore Considered and adjudged that the said Richard John Griffiths and Charles John do recover against the said James and John Sutherland their Damages aforesaid to the said Sum of Two Thousand Five hundred and Eleven Pagodas Nine Fanams and Sixty Four Cash And that the said James and John Sutherland do pay to the said Richard John Griffiths and Charles John for their Costs and Charges the Sum of One hundred and Seventy Four Pagodas and Fifteen Fanams Which Damages Costs and Charges Amount to the Sum of Two Thousand Six hundred and Thirty Five Pagodas Twenty Four Fanams and Sixty four Cash And the said James and John Sutherland in Mercy &c.

Judgment Signed for the plaintiffs the 17th day of September 1812 — I Shaw Dy Provost

And hereupon the said Richard Griffiths John Griffiths and Charles John took by Daniel Drake their Attorney pray the writ of our Lord the King —

of Fieri Facias to be directed to the Sheriff of Kent Commanding him to levy and make of the Goods, Lands, Debts and other Effects real and personal of the said James Dobbin and John Sutherland within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of two thousand Six hundred and thirty five Pagodas, twenty four Fanams and Sixty four Cash which the said Richard Griffiths John Griffiths and Charles John Cook recovered against the said James Dobbin and John Sutherland for Damages which they have sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said James Dobbin and John Sutherland to the said Richard Griffiths John Griffiths and Charles John Cook as for Costs and Charges by them about their Suit in that behalf expended - And it is

Writ of Fieri Facias issued against the Goods of the Defdt on the 7th day of Sept. 1812 —

granted unto them returnable here on the twenty fourth day of September instant ——

Fourth Term 1812 — 247

Pleas before the Hoble Sir Thomas Andrew Strange Knight Chief Justice and the Hoble Sir Francis Macnaghten Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the Year One thousand eight hundred and Twelve ——

Madras to wit — Poombauvy Visvanauda Mordelliar puts in his place Daniel Neale his Attorney against Coyambadoo Veerabadra Vautteaur in a plea of Trespass on the Case

Madras to wit — The said Coyambadoo Veerabadra Vautteaur in his own proper person at the Suit of the said Poombauvy Visvanauda Mordelliar 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 Poombauvy Visvanauda Mordelliar by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against the said Coyambadoo Veerabadra Vautteaur in a Plea of Trespass on the Case and there are alleged for the prosecution to wit. John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Madras

No 13

Fourth Term 1812.

Plaint in Assumpsit filed 8th July 1811.

Madras (to wit) Poombauvy Visvanauda Mudaliar by Daniel Neale his attorney Complains of Coyarumbadoo Veerabadra Vauttiaver 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 twenty sixth day of January in the Year of Christ One thousand Eight hundred and Nine at Madras the said Veerabadra Vauttiaver according to the Custom of such Hindoos made his certain Note in writing in the Malabar Language his proper hand being thereto subscribed bearing date the sixteenth day of the Month of Thye in the Malabar year Elava and then and there delivered the same Note to the said Visvanauda By which Note the said Veerabadra Vauttiaver acknowledged that he had borrowed of the said Visvanauda the Sum of Five hundred and fifty One Star Pagodas and two Fanams Current Money of Madras and engaged to repay the same Sum on or before the twenty Sixth day of March then next with such interest as should become due thereon at the rate of twelve per Cent per Annum commencing from the said Month of Thye By means whereof and according to the custom aforesaid of such Hindoos the said Veerabadra

Vauttiaver

Vautteaur became liable to pay to the said Viswanada the
the said Sum of Money in the said Note specified
with such interest as thereon mentioned according to the
tenor and effect of the said Note and being so liable
the said Veerabadra Vautteaur in consideration thereof
afterwards to wit on the said twenty sixth day of January
in the year of Christ aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said
Viswanada to pay him the said Sum of Money in
the said Note specified with such interest as thereon
mentioned according to the tenor and effect of the said
Note - And whereas afterwards to wit on the twentieth
day of March in the year of Christ One thousand Eight
hundred and Eleven at Madras aforesaid the said
Veerabadra Vautteaur was indebted to the said
Viswanada in the Sum of One thousand Star
Pagodas of the Current Money of Madras for Money
by the said Viswanada before that time lent and
advanced to the said Veerabadra Vautteaur and at
his special instance and request and being so
indebted the said Veerabadra Vautteaur in consideration
thereof afterwards to wit on the day and Year last
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Viswanada
to

to pay him the said last mentioned Sum of Money
when he the said Veerabadra Vaitteau should be
thereto afterwards requested. And Whereas the
said Veerabadra Vaitteau afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
accounted with the said Visvanauda of and concern-
ing divers other Sums of Money before that time due
and owing from the said Veerabadra Vaitteau to the
said Visvanauda and then being in arrear and
unpaid upon which accounting the said Veerabadra
Vaitteau was then and there found to be in arrear
and indebted to the said Visvanauda in the further
Sum of One thousand Star Pagodas of like Current
Money of Madras. and being so found in arrear and
indebted the said Veerabadra Vaitteau 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 Visvanauda to pay him
the said last Mentioned Sum of Money when he
the said Veerabadra Vaitteau should be thereto
afterwards requested Yet the said Veerabadra
Vaitteau not regarding his said Several promises
and undertaking so by him in Manner and form
made but contriving and fraudulently intending
craftily

craftily and Subtilly to deceive and defraud the said Visvanauda 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 Visvanauda although so to do the said Veerabadra Vaitteaun was requested by the said Visvanauda 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 Visvanauda the said Veerabadra Vaitteaun hath hitherto wholly refused and still doth refuse to the damage of the said Visvanauda of One thousand Star Pagodas and therefore he brings his Suit &c.

And the said Veerabadra Vaitteaun having come in his own proper Person defended the Wrong and Injury when &c. and said Nothing in bar or Preclusion of the said Action of the said Visvanauda whereby the said Visvanauda remained thereof undefended against the said Veerabadra Vaitteaun and by reason whereof a Day was given to the said Visvanauda to verify his said Plaint and Suit.

Judgment on an Outlawry in Assumpsit

At which Day being the Thirteenth day of March in the Second Term last past comes the said Visvanauda

Viswanauda 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 Viswanauda and the
Depositions of the Witnesses produced by him have
Pronounced that the said Veerabadra Vaudeaur did
undertake and Promise in Manner and form
as the said Viswanauda hath above thereof
Complained against the Veerabadra Vaudeaur
And the said Justices have assessed the Damages
sustained by the said Viswanauda by occasion
of the Non-performance by the said Veerabadra
Vaudeaur of his several Promises and Undertakings
in the Plaint Mentioned to the Sum of Seven
hundred and Ninety One Pagodas Thirty five
fanams and Sixty Eight Cash over and besides
the Costs and Charges of the said Viswanauda by
him about his Suit in this behalf Expended

It is therefore Considered and Adjudged
that the said Viswanauda do Recover against the
said Veerabadra Vaudeaur his Damages
aforesaid to the said Sum of Seven hundred
and

judgment Signed
for the Plaintiff
the 17th day of
September 1812
J. Stein
94 Outtrs

and Ninety One Pagodas Thirty five Fanams and
Seventy Eight Cash And that the said Veerabadra
Vatteaur do pay to the said Veerannada for his
said Costs and Charges the Sum of One hundred
and Fifty Nine Pagodas and Thirty Fanams
which Damages Costs and Charges Amount to the
Sum of Nine hundred and Fifty One Pagodas
Twenty Fanams and Sixty Eight Cash And the
said Veerabadra Vatteaur in Mercy &c —

Mercy

And Thereupon the said
Poombauvy Vitvanauda Modelliar by Daniel
Neale his Attorney prays the writ of our Lord the
King of Fiere Facias to be directed to the
Sheriff of Madras Commanding him to levy and
make of the Houses, Lands, Debts and other Effects real
and personal of the said Veerabadra Veerabadra
Vatteaur within the jurisdiction of this Court
by Seizure and if it be necessary by Sale thereof
the Sum of nine hundred and fifty one Pagodas
twenty fanams and Sixty eight Cash which
the

the said Poombauvoy Vidvanauda Moodelliar recovers against the said Coyambadoo Veerabadra Vautteaur for damages which he hath sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said Coyambadoo Veerabadra Vautteaur to the said Poombauvoy Vidvanauda Moodelliar 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 first day of September instant -

Writ of Fieri Facias issued against the Goods on the 17th day of Sept. 1812 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of Judicature at Madras of the 4th Term in the year One thousand eight hundred and Twelve —

Madras to Wit — } Seyadoo Shurfas Khan Saib Sandy Khan Saib puts in his place Daniel Neale his Attorney against Seyadoo Meer Ebrarungim Saib in a plea of Trespass on the Case —

Madras to Wit — } The said Seyadoo Meer Ebrarungim Saib in his own proper person at the Suit of the said Seyadoo Shurfas Khan Saib Sandy Khan Saib in this plea aforesaid —

Madras to Wit — } Be it remembered that in the Vacation after the Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of Judicature at Madras came Seyadoo Shurfas Khan Saib Sandy Khan Saib by Daniel Neale his Attorney and brought into the said Court then there his certain plaint against the said Seyadoo Meer Ebrarungim Saib 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 issd
Affidavit
Filed 29th May 1812
J.S.

Fourth Term 1812

Madras to wit— Seyadoo Shurfas Khan Saib Saudy Khan Saib by Daniel Arale his Attorney complaint of Seyadoo Meer Ebarauzim Saib who is a Mahomedan Inhabitant of Madras and as such Subject to the jurisdiction of this Honorable Court For that Whereas the said Seyadoo Meer Ebarauzim Saib heretofore to wit on the Twenty Sixth Maiesty of Prajoropaty year Corresponding with the Sixth day of March in the year of Our Lord One thousand eight hundred and Twelve to wit at Madras made his certain Instrument in writing in the Malabar Language purporting to be and commonly called a Malabar Bond his own proper hand being thereunto subscribed and bearing date the day and year aforesaid and then and there delivered the same Instrument in writing to the said Seyadoo Shurfud Khan Saib Saudy Khan Saib by which Said Instruments in writing the Said Seyadoo Meer Ebarauzim Saib acknowledged that on the day of the Making thereof he had in Consequence of his urgent occasion Mortgaged to the said Seyadoo Shurfud Khan Saib Saudy Khan Saib the Compounds Grants Number One thousand Five hundred and Eighty Eight Obtained in the name of him the said Seyadoo Meer Ebarauzim Saib for his own Wages and had borrowed of the said Seyadoo Shurfud Khan Saib Saudy Khan Saib the Sum of Seven hundred Pagodas in notes Current money of

Madras

17 Tilney

1812

Judgment Roll

Fourth Term

Section 16.

Section 176

Madras and did thereby engage to repay to the said Seyadoo Shurfas Khan Said Saudy Khan Said the same Sum in the space of Two Months from the date thereof together with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum by means whereof the said Seyadoo Meer Ebrauzim Said became liable to pay to the said Seyadoo Shurfas Khan Said Saudy Khan Said the said Sum of Money in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing and being so liable he the said Seyadoo Meer Ebrauzim the Said 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 Seyadoo Shurfas Khan Said Saudy Khan Said to pay him the said Sum of Money in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing And Whereas also the said Seyadoo Meer Ebrauzim Said afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Seyadoo Shurfas Khan Said Saudy Khan Said in the further Sum of One Thousand Star Pagodas of the like lawful current Money of Madras for Money by the said Seyadoo Shurfas Khan Said Saudy Khan Said before that time lent and advanced to the said Seyadoo Meer Ebrauzim Said and at his special instance and request And being so indebted as last aforesaid the said Seyadoo Meer Ebrauzim Said in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid

undertook

undertook and then and there faithfully promised the said Seyadoo Shurfud Khan Saib Sandy Khan Saib to pay him the said last mentioned Sum of Money when he the said Seyadoo Meer Ebrarungim Saib should be thereto afterwards requested And Whereas also the said Seyadoo Meer Ebrarungim Saib afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Seyadoo Shurfud Khan Saib Sandy Khan Saib in the further Sum of One thousand Star Pagodas of like lawful current Money of Madras for Money by the said Seyadoo Shurfud Khan Saib Sandy Khan Saib before that time laid out expended and paid for the said Seyadoo Meer Ebrarungim Saib and at his like special instance and request and being so indebted as last aforesaid the said Seyadoo Meer Ebrarungim Saib 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 Seyadoo Shurfud Khan Saib Sandy Khan Saib to pay him the said last mentioned Sum of Money when he the said Seyadoo Meer Ebrarungim Saib should be thereto afterwards requested And Whereas also the said Seyadoo Meer Ebrarungim Saib afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Seyadoo Shurfud Khan Saib Sandy Khan Saib in the further Sum of One thousand Star Pagodas of like lawful current Money of Madras for Money by the said Seyadoo Shurfud Khan Saib Sandy Khan Saib before that time had and received to the use of the

said

Said Seyadoo Shurfud Khan Saib Saudy Khan Saib And being so indebted he the said Seyadoo Meer Ebarangim Saib 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 Seyadoo Shurfud Khan Saib Saudy Khan Saib to pay to him the said last mentioned Sum of Money when he the said Seyadoo Meer Ebarangim Saib should be thereto afterwards requested. And Whereas the said Seyadoo Meer Ebarangim Saib afterwards to wit on the same day and year aforesaid to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Seyadoo Shurfud Khan Saib Saudy Khan Saib of and concerning divers other Sums of money before that time due and owing from the said Seyadoo Meer Ebarangim Saib to the said Seyadoo Shurfud Khan Saib Saudy Khan Saib and there being one arrear and unpaid upon which accounting the said Seyadoo Meer Ebarangim Saib was then and there found to be in arrear and indebted to the said Seyadoo Shurfud Khan Saib Saudy Khan Saib 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 Seyadoo Meer Ebarangim Saib 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 Seyadoo Shurfud Khan Saib Saudy Khan Saib to pay to him the said last mentioned Sum of Money when he the said Seyadoo Meer Ebarangim Saib should be thereto afterwards requested Yet the said Seyadoo Meer Ebarangim Saib not regarding the said Several promises and undertakings So by him in manner

and from aforesaid made Unto contriving and fraudulently intending craftily and Subtilly to decieve and defraud the Said Seyadoo Shurfud Khan Said Saundy Khan Said 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 Seyadoo Shurfud Khan Said Saudy Khan Said although so to do he the said Seyadoo Meer Kharungum Said was requested by the said Seyadoo Shurfud Khan Said Saudy Khan Said afterwards to wit on the same day and year aforesaid and oftentimes Afterwards at Madras aforesaid Shurfud Khan Said Saudy Khan Said he the said Seyadoo Meer Kharungum Said hath hitherto wholly refused and still doth refuse. To the damage of the said Seyadoo Shurfud Khan Said Saudy Khan Said of One Thousand Star Pagodas and therefore he brings his Suit &c. —

And the said Seyadoo Meer Kharungum Said having come in his own proper Person and defended the wrong and Injury when &c. and Said Nothing in bar or preclusion of the said Action of the Said Seyadoo Shurfud Khan Said Saudy Khan Said whereby the Said Seyadoo Shurfud Khan Said Saudy Khan Said remained thereon undefended against the said Seyadoo Meer Kharungum Said and by reason whereof a Day was given to the Said Seyadoo Shurfud Khan Said Saudy Khan Said to verify his Said Plaints and Suit. —

At which day being the Twenty eighth day of July in the Third Term last past comes the said Seyadoo Shurfud Khan Said Saudy Khan Said by his Said Attorney and proves to this Court the Matters of his

No. 44.

said Plaint and the Justices of this Court having heard
Examined and Considered the allegations of the said Seyador
Shurfud Khan Saib Saudy Khan Saib and the Depositions of
the Witnesses produced by him have pronounced that the Said
Seyador Meer Ebarangim Saib did undertake and promise in
manner and form as the saide Seyador Shurfud Khan Saib
Saudy Khan Saib hath above thereof complained against
the said Seyador Meer Ebarangim Saib and the Said just=
=tices have assessed the Damages sustained by the said
Seyador Shurfud Khan Saib Saudy Khan Saib by occasion of
the non performance by the said Seyador Meer Ebarangim Saib
of his several promises and undertakings in the plaint men=
=tioned to the Sum of Seven Hundreds and forty four Pagodas
and twenty nine fanams over and besides the Costs and
charges of the said Seyador Shurfud Khan Saib Saudy Khan
Saib by him about his Suit in this behalf Expended. —

It is therefore Considered and adjudged that
the said Seyador Shurfud Khan Saib Saudy Khan Saib do
recover against the said Seyador Meer Ebarangim Saib his
Damages aforesaid to the said Sum of Seven Hundreds
and forty four Pagodas and twenty Nine fanams and
that the said Seyador Meer Ebarangim Saib do pay to the
said Seyador Shurfud Khan Saib Saudy Khan Saib for
his said Costs and charges the Sum of One Hundred
and Thirty Six Pagodas and twenty four fanams which
Damages Costs and charges Amount to the Sum of Eight
hundred and Eighty one Pagodas and eight fanams
and the said Seyador Meer Ebarangim Saib in Mercy &c. —

Judgment Signed for the Plaintiff the 17th day of Septemr 1812. —
J Shaw
D.J Pritty

Mercy

And hereupon the said
Seyador Shurfud Khan Saib Saudy Khan
Saib

Said 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 Goods, Lands Debts and other Effects real and personal of the said Seyador Meir Ebrangim Said within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of eight hundred and eighty one Pagodas and eight fanams which the said Seyador Shurfas J Chan Said Sandy J Chan recovered against the said Seyador Meir Ebrangim Said for damages which he hath sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said Seyador Meir Ebrangim Said to the said Seyador Shurfas J Chan Said Sandy J Chan Said as for costs and charges by him about his suite in that behalf expended and it is granted unto him returnable here on the twenty first day of September instant —

Writ of Fieri Facias issued against the Effects Goods &c the 17th day of Sept: 1812 —

No 44.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year One thousand eight hundreds and Twelve. ——

Madras to wit. Ingoova Soobbaroyaguaru puts in his place Daniel Neale his attorney against Varnabaulakistna Chittyar and Varadappa Chittyar in a Plea of Trespass on the Case ——

Madras to wit The said Varnabaulakistna Chittyar and Varadappa Chittyar put in their place John Garrathers their attorney at the Suit of the said Ingoova Soobbaroya in the plea aforesaid ——

Madras to wit. Be it remembered that in the Fourth Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of Judicature at Madras came Ingoova Soobbaroyer by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against the said Varnabaulakistna Chittyar and Varadappa Chittyar in a Plea of Trespass on the case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. ——

Madras

Plaint in
assumpsit
Filed 24th
Sept. 1811 -
P.W.

Madras (to wit) Ingoova Soobbaroyer by Daniel Neale his attorney Complains of Varnabaula Kistna Chettyar and Varadappa Chittyar who are Hindoo Inhabitants of Madras and as such persons respectively subject to the Jurisdiction of this Honorable Court For that Whereas heretofore to wit on the third day of February in the Year of Christ One Thousand Eight Hundred and Ten at Madras the said Varnabaula Kistna and Varadappa according to the Custom of such Hindoos made their certain Note in Writing in the Malabar Language their proper hands being thereto subscribed bearing date the day and Year aforesaid and then and there delivered the same Note to the said Soobbaroyer By which Note the said Varnabaula Kistna and Varadappa by the names and additions of Varnabaula Kistna Chettyar and Varadappa Chettyar sons of Seravanarra Dadoo Veerndarenny Chittyar of Madras acknowledged that on the day of the date thereof they had borrowed and received of the said Soobbaroyer the Sum of Nine Hundred and forty two Star Pagodas Current Money of Madras and engaged to repay to the said Soobbaroyer the same Sum on or before the third day of February in the Year of Christ One Thousand Eight Hundred and Eleven with interest at the rate

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rate of Nine per Cent per Annum By means &
whereof and according to the Custom aforesaid of such
Windoos the said Varnabaulakrishna and Varadappa
became liable to pay to the said Soobbarayer the said
Sum of Money and interest in the said Note &
Specified according to the Tenor and effect of the said Note in
writing and being so liable the said Varnabaulakrishna and
Varadappa in Consideration thereof afterwards to wit on the
said third day of February in the Year of Christ One Thousand
Eight Hundred and Ten aforesaid at Madras aforesaid &
undertook and then and there faithfully promised the
said Soobbarayer to pay him the said Sum of Money
and interest in the said Note Specified according to the tenor
and effect of the said Note And Whereas afterwards to wit
on tenth day of September in the Year of Christ One
Thousand Eight Hundred and Eleven aforesaid at
Madras aforesaid the said Varnabaulakrishna and
Varadappa were indebted to the said Soobbarayer in the
Sum of Two Thousand Star Pagodas of the Current
Money of Madras for Money by the said Soobbarayer
before that time lent and advanced to the said Varna=
=baulakrishna and Varadappa and at their Special &
instance and request and being so indebted the said Varna=
=baulakrishna and Varadappa in Consideration thereof afterwards
to wit on the day and Year last aforesaid at Madras aforesaid

undertook

undertook and then and there faithfully promised the said
the said Loobbanayer to pay him the said last mentioned
Sum of Money when they the said Varnabaulakrishna and
Varadappa should be thereto afterwards requested. And
Whereas the said Varnabaulakrishna and Varadappa
afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid accounted with the said Loobbanayer
of and concerning divers other Sums of Money before
that time due and owing from the said Varnabaula-
krishna and Varadappa to the said Loobbanayer and then
being in arrear and unpaid upon which accounting the
said Varnabaulakrishna and Varadappa were then and
there found to be in arrear and indebted to the said
Loobbanayer in the further Sum of Two thousand
Star Pagodas of like lawful Current Money of
Madras And being so found in arrear and indebted
the said Varnabaulakrishna and Varadappa 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 Loobbanayer to pay him the said last
mentioned Sum of Money when they the said
Varnabaulakrishna and Varadappa should be
thereto afterwards requested Yet the said
Varnabaulakrishna

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Varnabaulakistna and Varadappa not regarding their —
said 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 Soobbarayer in this behalf have not
now hath either of them Yet paid to the said Soobbarayer
the said Several Sums of Money or any or either of
them or any part thereof or any interest Money for
the said Sum of Nine Hundred and forty two —
Star Pagodas (although to do the said Varnabau=
=lakistna and Varadappa were requested by the —
said Soobbarayer 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 Soobbarayer the said Varna=
=baulakistna and Varadappa have hitherto Wholly
refused and still do refuse to the Damage of the
said Soobbarayer of Two Thousand Star Pagodas —
and therefore he brings his Suit &c.

And afterwards that is to say in the —
Second Term one thousand eight hundred and
twelve untill which Term the said Varannabla=
=kistna Chetty and Varadapa Chetty had Leave to imparl to the said
Imparlances Plaint

Fourth Term 1812.

Plaint and then to answer the same came as well
the said Ingoova Soobbaroyer by his said Attorney
as the said Varanmablakistna Chittyar and Vardapa Chitty by their said
Attorney and the said Varanmabalakistna Chittyar
and Vardapa Chitty Defend the wrong and injury When
&c. and say that they did not undertake or promise
in manner and form as the said Ingoova Soobbaroyer
hath above thereof Complained against them and
of this they put themselves upon the Court &c.

Plea filed 30th March 1812. J.J

And the said Ingoova
Soobaroyer doth the like.

Replication filed 30th March 1812 J.J

And the said Varnabaulakistna and
Varadaspa 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 Ingoova Soobbaroyer whereby the said Ingoova
Soobbaroyer remained thereon undefended against the
said Varnabaulakistna and Varadaspa and by
reason whereof a Day was given to the said Ingoova
Soobbaroyer to verify his said Plaint and Suit
at which Day being the Fourth day of
april in the Second Term Now last past comes the
said Ingoova Soobbaroyer by his said Attorney and
Proved to this Court the Matters of his said Plaint
And the Justices of this Court having Examined

Judgment for the Plaintiff on a Verdict in Assumpsit

and

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and Considered the Allegations of the said Deponent Counsellor and the Depositions of the Witnesses — produced by him have Pronounced that the said Varnabaulakrishna and Vanadeppa did undertake — and Promise in Manner and form as the said Ingoova Soobbaroyer hath above thereof complained against the said Varnabaulakrishna and Vanadeppa and the said Justices have assessed the Damages — Sustained by the said Ingoova Soobbaroyer by — Occasion of the Non-performance by the said Varnabalakrishna and Vanadeppa of their Several Promises and Undertakings in the Plaint — Mentioned to the Sum of One Thousand one hundred and Sixty two Pagodas and Eight — Fanams over and besides the Costs and Charges — of the said Ingoova Soobbaroyer by him about — his Suit in this behalf Expended. —

It is therefore Considered and Adjudged — that the said Ingoova Soobbaroyer do Recover against the said Varnabaulakrishna and Varadeppa his — Damages aforesaid to the said Sum of One Thousand One hundred and Sixty two Pagodas and Eight Fanams And that the said Varna: baulakrishna and Varadeppa do pay to the said Ingoova Soobbaroyer for his said Costs and Charges

the

Judgment Signed for the Plaintiff the 18th day of Sept. 1812 —
J. Shaw
D.J. Court

3/0

For the Term 1812.—

the Sum of One hundred and Sixty One Pagodas and Eleven fanams which Damages Costs & Charges Amount to the Sum of One Thousand Three hundred and Seventy three Pagodas and Nineteen fanams and the said Narrabaulatteetna and Varadappa in Mercy &c.—

Mercy

Fourth Term 1812.

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3/0 Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand Eight hundred and Twelve ——

Fort St George Madras ss } Cottapully Vencatasawmy puts in his place — Fornes Disney and John Shaw his Attornies against Tanjanoore Rangappah Chitty in a Plea of Trespass on the case ——

Fort St George Madras ss } The said Tanjanoore Rangappah Chitty in his own proper person at the Suit of the said Cottapully Vencatasawmy in the Plea aforesaid ——

Fort St George Madras ss } Be it remembered that in the Vacation after the Second Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Cottapully Vencatasawmy by Fornes Disney and John Shaw his attornies and brought into the said Court then there his certain Plaint against the said Tanjanoore Rangappah Chetty in a Plea of Trespass on the case and there are Charges 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 abstr. filed 21st May 1812 J.S.

Fort St. George Madras ss. Be it remembred Venkatasawmy by Powers Disney and John Shaw his Attorneys complains of Tanjauvore Rangaspah Chitty who is a Hindoo Inhabitant of Madras and subject to the jurisdiction of this Honorable Court of a plea of trespass on the case For that Whereas one Cotah Caupey Naidoo before and at the time of the making of the promise and undertaking of the said Rangaspah hereinafter next mentioned was indebted to the said Venkata-sawmy in a certain Sum of money to wit the Sum of Two Hundred Pagodas of the Current money of Madras for money before that time lent and advanced by the said Venkatasawmy to the said Caupey and at his Special instance and request to wit at Madras aforesaid and thereupon heretofore to wit on the Twelfth day of August in the Year of our Lord One Thousand Eight Hundred and Eleven, at Madras aforesaid in consideration of the premises and that the said Venkatasawmy at the Special instance and request of the said Rangaspah would forbear and give time to the said Caupey for the payment of the said Sum of Two Hundred

Fourth Term 1812.

Hundred Pagodas until the first day of September next following the day and year last mentioned he the said Rangoppah undertook and then and there faithfully promised the said Venkatasawmy to pay him the said Sum of Two Hundred Pagodas at the expiration of two Months next following the said Twelfth day of August in the Year last aforesaid, And the said Venkatasawmy avers that he confiding in the said promise and Undertaking of the said Rangappah so made as aforesaid did forbear and give time to the said Rangy for the payment of the said Sum of Two Hundred Pagodas until the said first of September in the Year last aforesaid to wit at Madras aforesaid whereof the said Rangappah afterwards to wit on the day and Year last aforesaid at Madras aforesaid had notice and thereby and according to the tenor and effect of his said promise and undertaking he the said Rangappah became liable to pay to the said Venkatasawmy the last mentioned Sum of money on the twelfth day of October now last past to wit at Madras aforesaid &c And Whereas the said Rangappah on the Twelfth day of August in the Year last mentioned at Madras aforesaid made a certain Note in Writing in the Tentoo Language &c bearing

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bearing date the day and year last aforesaid and
thereby and there promised to pay to the
said Venkatasawmy the sum of Two Hundred
Pagodas in manner following that is to say the sum
of One Hundred Pagodas within One Month from
the day and year last mentioned and the further
sum of One Hundred Pagodas within two Months
from the day and year last aforesaid. And that in
case default should be made in any of the said
payments then the whole of the said sum then
remaining unpaid should become due on demand
with Interest at the Rate of Twelve per cent per
annum by means whereof the said Rangappa
became liable to pay to the said Venkatasawmy
the said sum of Two Hundred Pagodas in the
said Note specified according to the tenor and effect
of the said Note and being so liable he the said
Rangappah 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 Venkatasawmy
to pay him the said sum of Two Hundred
Pagodas

Pagodas in the said Note specified according to the
tenor and effect of the said Note and the said
Venkatadawmy in fact saith that after the
making of the said Note to wit at the expiration
of One Month next following the date thereof
default was made in payment of the said first
instalment of One Hundred Pagodas and that no
part of the said Sum of Two Hundred Star
Pagodas hath yet been paid to the said Vencata-
dawmy to wit at Madras aforesaid whereby and
According to the tenor and effect of the said Note the said
Rangaspah then and there became liable to pay the said
Sum of Two Hundred Pagodas with Interest in the said
Note specified When he the said Rangaspah should be
thereunto afterwards required. And Whereas also the said
Rangaspah afterwards to wit on the Thirteenth day of
October and year last aforesaid was indebted to the said
Venkatadawmy in the Sum of Five Hundred Star
Pagodas of the like lawful Current Money for so
much Money by the said Rangaspah before that time
had and received to and for the use of the said
Venkatadawmy and being so indebted he the said
Rangaspah in consideration thereof afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid

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aforesaid at Madras aforesaid Undertook and then and
there faithfully promised the said Venkatasawmy to pay
him the said last mentioned Sum of Money when
he the said Rangaspah should be thereunto after-
wards Requested And Whereas also the said Rangaspah
afterwards to wit on the same day and Year last aforesaid
at Madras aforesaid Accounted with the said Venkata-
sawmy of and concerning divers Sums of Money before
that time due and owing from the said Rangaspah
to the said Venkatasawmy and then being in arrear
and unpaid and upon that Accounting the said
Rangaspah was found to be in arrear and
indebted to the said Venkatasawmy in three Five
Hundred Star Pagodas of the like lawful current
Money of Madras aforesaid and being so found in
arrear and indebted he the said Rangaspah 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 Venkatasawmy to pay him the said
last mentioned Sum of Money when he the said
Rangaspah should be thereunto afterwards requested
Yet the said Rangaspah not Regarding his said Several

Promises

Fourth Term 1812.

promises and Undertakings do by him in manner and form aforesaid made but contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Vencata Sawmy in this behalf hath not yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Vencata Sawmy although so to do he the said Rangaspah was requested by the said Vencata Sawmy afterwards to wit on the same day and Year last aforesaid and often times afterwards at Madras aforesaid but to pay the same or any of them or any part thereof to the said Vencata Sawmy he the said Rangaspah hath hitherto Wholly refused and still doth refuse to the damage of the said Vencata Sawmy of Six Hundred Star Pagodas and thereof he brings his Suit &c.

Tried Exparte

Judgment on a Verdict in assumpsit

And now in this Third Term in the Year One Thousand eight hundred and Twelve that is to say on the Twenty third day of July to which day a Rule was given as well to the said Vencata Sawmy as to said Rangaspah to inform the Court of the premises, comes before the Court the said Vencata Sawmy by

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by his Attornies aforesaid and the said Rangaspah although solemnly demanded came not to answer, nor did he say any thing in bar or preclusion of the said Action of the said Venkatadawmy whereby the said Venkatadawmy remains therein undefended against the said Rangaspah And afterwards to wit on the Seventy Seventh day of July in the same Term the Justices of the said Court having heard the allegations of the said Venkatadawmy and examined the truth thereof and duly considered the evidence produced on the part of the said Venkatadawmy in support of his allegations say that the said Rangaspah did undertake and promise in manner and form as the said Venkatadawmy hath in his Plaint in that behalf therein alledged and the justices aforesaid assess the damages of the said Venkatadawmy by occasion of the not performing the several promises and undertakings in the said Plaint of the said Venkatadawmy mentioned besides his Cost and Charges by him about his suit in this behalf expended to one Hundred and Sixty Six Pagodas and Six fanams Therefore it is considered that the said Venkatadawmy do recover against the said

said Rangappah his damages aforesaid in form aforesaid assessed and also One hundred and Sixty Two Pagodas and two fanams for his said Costs and Charges by the Court now here adjudged to the said Venkatadawmy with his assent which said damages Costs and Charges in the whole Amount to the Sum of Three hundred and Twenty eight Pagodas and Eight fanams and the said Mercy — Rangappah in Mercy &c.—

And hereupon the said Cotapully Venkatasawmy by Fownes Disney and John Shaw his Attornies 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 Tanjanore Rangappa Chetty to satisfy the said Cotapully Venkatasawmy of three hundred and twenty eight Pagodas and eight fanams which the said Cotapully Venkatasawmy recovered against the said Tanjanore Rangappah

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2ke May
1817



1812

Judgment Roll

Fourth Term.

Section 17.

Rangappah Chetty for damages sustained as well by occasion of the non=performance of certain promises and undertakings lately made by the said Tanjauore Rangappah Chetty to the said Catapully Venkatasawmy 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 Sixth day of January next ——

Writ of Capias ad Satisfaciendum issued on the 6th day of Novr 1812 —

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Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judecature at Madras of the Fourth Term in the year One thousand eight hundreds and Twelve.

Madras to wit } Veerasawmy Brameny puts in his place John Carruthers his Attorney against Chinnee Chitty Vider Chitty in a Plea of Trespass on the Case —

Madras to wit } The said Chinnee Chitty Vider Chitty puts in their place James Morris their Attorney at the Suit of the Said Veerasawmy Brameny in the Plea aforesaid —

Madras to wit } Be it remembered that in the Vacation after the First Term in the Year of Christ One thousand eight hundreds and Twelve before the Supreme Court of judicature at Madras came Veerasawmy Brameny by John Carruthers his Attorney and brought into the said Court then there is certain Plaint against the said Chinnee Chitty Vider 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

No 47.

Plaint in Assumpsit Filed 16th March 1812 S.S.

Madras to Wit Veera Sawmy Pramiony by John Carruthers his Attorney Complains of Chinnee Chitty Videe Chitty who is an Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas the said Chinnee Chitty Videe Chittee on the Twenty Eighth day of November in the Year of Christ One thousand Eight hundred and Eleven at Madras aforesaid made his certain Promissory Note in Writing bearing date the day and Year aforesaid and thereby then and there promised Three Months after the date thereof to pay to One Vembakum Kistinah Pramiony or Order the Sum of One thousand and Five hundred Star Pagodas for Value received in Nutmegs - and the said Vembakum Kistinah Pramiony to whom or to whose Order the payment of the said Sum of Money in the said Promissory Note specified was thereby directed to be made after the making of the said Promissory Note and before the payment of the said Sum of Money therein specified to wit before the said Promissory Note became due at Madras aforesaid indorsed the said Promissory Note and thereby then and there ordered and appointed the said Sum of Money in the said Promissory Note specified to be paid to one Longee Nursoo Naick and then and there delivered the said Promissory Note

&c

so indorsed as aforesaid to the said Sanjee Narsoo Naick and the said Sanjee Narsoo Naick to whom or to whose order the payment of the said Sum of Money in the said Promissory Note specified was by the said Indorsement directed to be made before the payment of the said Sum of Money in the said Promissory Note specified and before the said Promissory Note became due to wit at Madras aforesaid indorsed the said Promissory Note and thereby then and there ordered and appointed the said Sum of Money thereon specified to be paid to the said Veeraswamy Brahmin and then and there delivered the said Promissory Note so indorsed as last aforesaid to the said Veeraswamy Brahmin By means whereof the said Chinnee Chitty Vider Chitty then and there became liable to pay to the said Veeraswamy Brahmin the said Sum of Money in the said Note specified according to the tenor and effect thereof and of the said last Indorsement so made thereon as aforesaid. And being so liable he the said Chinnee Chitty Videe 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 Veeraswamy Brahmin to pay him the

W. H.

the said Sum of Money in the said Note specified
According to the tenor and effect of the said Note and
of the said last indorsement to make therein as
aforesaid And Whereas also the said Chinna
Chetty Videe Chetty afterwards to wit on the second
day of March in the present Year of Christ One
Thousand eight hundred and Twelve at Madras afore-
said was indebted to the said Veeraswamy Braminy
in the further Sum of Two thousand Star Pagodas of
of the lawful Current Money of Madras aforesaid
for so much Money by the said Veeraswamy Braminy
before that time paid laid out and expended to and for the
use of the said Chinnee Chetty Videe Chetty at his like
special instance and request and being so indebted he
the said Veeraswamy Braminy 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 Veeraswamy
Braminy to pay him the said last Mentioned
Sum of Money when he the said Chinnee Chetty
Videe Chetty should be thereunto afterwards requested
And Whereas also the said Chinnee Chetty Videe
Chetty afterwards to wit on the same day and year

last

last aforesaid at Madras aforesaid was indebted to the said Veeradanayny Braminy in other Two thousand Star Pagodas of the like Current Money of Madras aforesaid for so much Money by the said Veeradanayny Braminy before that time lent and advanced to the said Chinnee Chitty Videe Chitty and at his special instance and request and being so indebted he the said Chinnee Chitty Videe 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 Veeradanayny Braminy to pay him the said last mentioned Sum of Money when he the said Chinnee Chitty Videe Chitty should be thereunto afterwards requested And Whereas also the said Chinnee Chitty Videe Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Veeradanayny Braminy in the further Sum of Two thousand Star Pagodas of the like lawful Current Money of Madras aforesaid for so much Money by the said Chinnee Chitty Videe Chitty before that time had and received to and for the use of the said Veeradanayny Braminy and being so indebted he the said Chinnee Chitty Videe Chitty in consideration thereof afterwards to wit on the same day

No. 47.

day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Veeradanumy Branniny to pay him the said last Mentioned Sum of Money when he the said Chinnee Chitty Videe Chitty should be thereunto afterwards requested And Whereas also the said Chinnee Chitty Videe Chitty afterwards to wit on the same day and Year last aforesaid at Madras aforesaid Accounted together with the said Veeradanumy Branniny of and concerning divers other large Sums of Money before that time due and owing from the said Chinnee Chitty Videe Chitty to the said Veeradanumy Branniny and Then being in arrear and unpaid and upon such Accounting he the said Chinnee Chitty Videe Chitty was then and there found to be in arrear and indebted to the said Veeradanumy Branniny in the further Sum of Two Thousand Star Pagodas of the like Current Money of Madras aforesaid and so being so found in arrear and indebted he the said Chinnee Chitty Videe 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 Veeradanumy

Branniny

Reasoning to pay him the said last mentioned sum of Money when he the said Chinnee Chitty Videe Chitty should be thereunto afterwards requested yet the said Chinnee Chitty Videe Chitty 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 Veeradarsamy Pranmy 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 Veeradarsamy Pranmy he the said Chinnee Chitty Videe Chitty hath hitherto wholly refused and still doth refuse to the damage of the said Veeradarsamy Pranmy of Two thousand Star Pagodas and therefore he brings his suit &c.

Plaintiff's issue filed by Defendt on the 25. day of July 1812. This Cause withdrawn by him and Cognovit filed on the 17th day of Novr 1812.

And the said Chinnee Chitty Videe Chitty by James Morris his Attorney comes and defends the wrong and injury when &c and says that he cannot deny the Action of the Veeradarsamy Pranmy nor but that he the said Chinnee Chitty Videe Chitty did undertake and promise in manner and form as the said Veeradarsamy Pranmy hath above thereof

Judgment by Confession

W. H.

thereof complained against him now but that the said Veerasawmy Branniny hath sustained damages on account of the not performing of the said several promises and undertakings in the said Declaration mentioned to One Thousand Six hundred and Three Star Pagodas Twenty two Fanams and Forty Cash parcel of the damages as by the said Declaration is above supposed / And hereupon the said Veerasawmy Branniny 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. Therefore it is considered that the said Veerasawmy Branniny do recover against the said Chinnee Chitty Videe his damages aforesaid to the sum of One thousand Six hundred and Three Star Pagodas Twenty two Fanams and Forty Cash in form aforesaid acknowledged and also One hundred and Seventy Eight Star Pagodas and Eight Fanams for his said Costs and Charges by the Court now here adjudged to the said Veerasawmy Branniny and with his assent which said damages Costs and Charges in the whole Amount to One thousand Seven hundred and Eighty One Star Pagodas Thirty Fanams and Forty Cash &c

Judgment Signed for the Plaintiff the 17th day of Novemb. 1812
J Shaw
D. Prothr

and

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Mercy and the said Chinnee Chitty Videe in Mercy &c.

And hereupon the said Veerasawmy Brammy by John Carruthers his Attorney prays the writs of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Goods, Lands, Debts and other Effects real and personals of the said Chinnee Chitty Videe Chitty within the jurisdictions of this Court by Seizure and if it be necessary by Sale thereof the Sum of One thousand Seven hundred and eighty one Pagodas thirty fanams and forty Cash which the said Veerasawmy Brammy recovered against the said Chinnee Chitty Videe Chitty for damages which he

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he hath sustained as well by occasion
of the non performance of certain promises
and undertakings lately made by the
said Chinnee Chitty Videe Chitty
to the said Veerasawmy Pranang
as for Costs and Charges by him about
his Suit in that behalf expended.

Writ of Fieri Facias issued against the Defendants Goods on the 17th day of November 1812.

And it is granted unto them returnable
here on the Seventeenth day of December
next ——

Fourth Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundreds and Twelve ——

Madras to wit — } John Doe on the demise of Vendalore Vencatasa-narsoo pillay alias Anna Pillay puts in his place Gilbert Ricketts his attorney against Paxembadoo Chilla pillay in a plea of Trespass & Ejectment ——

Madras to wit — The said Paxembadoo Chilla pillay puts in his place Fornes Ditney and John Shaw his attornies at the Suit of the said John Doe in the Plea aforesaid ——

Madras to wit. Be it remembered that in the second Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came John Doe on the demise of Vendalore Vencatanarsoo pillay alias Anna Pillay by Gilbert Ricketts his Attorney and brought into the said Court then there his certain plaint against the said Paxembadoo Chilla pillay in a plea of Trespass & Ejectment and then & there Pledged for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. ——

Madras

No 48

Amended plaint in Ejectment Filed 31st March 1812 - J.J.

Madras to Wit John Doe by Gilbert Pickett his Attorney complains of Parumbadoo Chella-pillay being a Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court in a plea of Trespass and Ejectment For that Whereas Vendalore Venkatanarroo pillay alias Annahpillay on the First day of December in the Year of Christ One thousand Eight hundred and ten at Madras aforesaid had demised granted and to farm let to the said John Doe Ten Gardens Fifty Cawnies of Arable land, Fifty Cawnies of Garden Ground, Fifty Cawnies of Waste land and Fifty Cawnies of otherland with the appurtenances thereunto belonging Situate lying and being at Thiruvanna Naicks Tank in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the said premises with the appurtenances aforesaid unto the said John Doe and his assigns from the said First day of December in the Year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing &

and

Fourth Term 1812.

and fully to be compleat and ended by Virtue of which said demise the said John entered into the said premises and was possessed thereof until the said Parrambadoo Chellaspilley afterwards to wit on the second day of December in the Year aforesaid at Madras aforesaid with force and arms &c. entered into the premises aforesaid with the appurtenances in the possession of the said John Doe and then and there ejected drove out and removed the said John Doe from his said farm his said Term therein not being yet ended and then the said John Doe so ejected drove out and removed hath kept out and still doth keep from his possession thereof 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 Five hundred Star Pagodas and therefore he brings suit &c.

And afterwards that is to say in the Second Term one thousand eight hundred and twelve until which Term the said Parrambadoo Chellaspilley had leave to imparl to the said Plaint and then to answer the same came as well

imparlance

Plea filed 6th April 1812. Jd

well the said John Doe by his said Attorney as the said Parembadoo Chellapillay by his said Attorney and the said Parembadoo Chellapillay defends the wrong and injury when &c. and says &c. that he is not guilty of the trespass and Ejectment above laid to his Charge in Manner and form as the said John hath above thereof Complained against him and of this he puts himself upon the Court &c.

And the said John Doe doth the like.

Issue joined

Judgment for the Lessee of the Plaintiff

And now in this Fourth Term in the Year of our Lord One Thousand Eight hundred and Twelve that is to say on the Twenty Eighth day of September in that Year untill which day was given as well to the said John Doe as to the said Parembadoo Chellapillay to inforce the Court of the premises come to the said parties by their respective Attorneys 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 Parembadoo Chellapillay is guilty of the Trespass and Ejectment above laid to his charge in Manner and form as the said John

Fourth Term 1812.

John Doe hath above thereof complained against him.

Therefore it is considered that the said John Doe do Recover against the said Parambadoo Challa Pillay his said Term yet to Come and unexpired and in the premises aforesaid with the appurtenances And that the said John Doe do Recover against the said Parambadoo Challa Pillay the Sum of Three hundred and Sixteen Pagodas and two Fanams for his Costs and Charges by him about his Suit in this behalf expended and by the Court now here adjudged to the said John Doe and with his assent. And hereupon the said John Doe prays the Writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have possession of his said Term yet to come of and in the Tenements aforesaid with the appurtenances And it is granted to him &c.

Judgment Signed for the Plaintiff the 28th day of Novemr 1812.
I Shaw
DY Registr

1812

Fourth Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve —

Madras to wit — } John Doe on the demise of Vendalore Vencata-
narsoo Pillay alias Annah Pillay puts in his
place Gilbert Ricketts his Attorney against Richard
Roe in a Plea of Trespass on the Case and to
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 First Term
in the year of Christ One thousand eight
hundred and Twelve before the Supreme Court
of judicature at Madras came John Doe
by Gilbert Ricketts his Attorney and brought
into the said Court then there his certain
Plaint against the said 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 Fin which Plaint
Plaint follows in these words that is to say —

Madras

No. 49.

Fourth Term 1812 199

Plaint in Ejectment Filed 8th February 1812 J. J.

Madras to wit John Doe by Gilbert Pickells his Attorney complains of Richard Roe being a British Subject and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass and Ejectment. For that Whereas Vendalore Venkata Narsoo Pillay alias Annah Pillay on the First day of December in the Year of Christ one Thousand Eight hundred and Ten at Madras aforesaid had demised granted and to farm let to the said John Doe Ten Gardens Fifty Cawnies of Arable Land, Fifty Cawnies of Garden Ground, Fifty Cawnies of Waste Land and Fifty Cawnies of other Land with the appurtenances thereunto belonging Situate lying and being at Kistnama Naicks Tank in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the said Premises with the appurtenances aforesaid unto the said John Doe and his assigns from the said First day of December in the Year aforesaid for and during and unto the full end and term of Five Years from thence next ensuing and fully to be compleat

Fourth Term 1812

complaint and ended by virtue of which said demise
the said John Doe entered into the said premises
and was possessed thereof until the said Richard
Roe afterwards to wit on the Second day of December
in the Year aforesaid at Madras aforesaid with force
and arms &c. entered into the premises aforesaid
with the appurtenances in the possession of the said
John Doe and then and there ejected drove out and
amoved the said John Doe from his said farm
his said Term therein not being yet ended and
him the said John Doe so ejected drove out &
and amoved hath kept out and still doth keep
from his possession thereof 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 Five hundred
Star Pagodas and therefore he brings Suit &c.

judgment against the casual Ejector by default —

And now in this Fourth Term
in the Year of Christ One Thousand Eight
hundred and Twelve that is to say on the Second
day of October in that Year until which day was given
to the said Richard to imparl to the said Plaint and
then

Judgment Signed against the Casual Ejector the 20th day of Novemr. 1812. J. Shaw D. Prothy

thereto to Answer the same Came as well the said John by his Attorney aforesaid as the said Richard in his proper person and the said Richard defends the force and injury when &c. and says Nothing in bar or preclusion of the said Action of the said John Whereby the said John Remains 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 hereupon the said John freely here in Court remits to the said Richard all such Damages Costs and Charges as Might or Ought to be adjudged to him the said John by reason of the Trespass and Ejectment aforesaid. Therefore let the said Richard be Acquitted of those damages Costs and Charges &c. 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 aforesaid with the Appurtenances and it is granted to him -

Fourth Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. ——

Fort St George Madras ss } Nadarova Valoo Mordelliar puts in his place Formes Disney and John Shaw his Attornies against Canapaty Mordelliar in a plea of Trespass on the Case. ——

Fort St George Madras ss } The said Canapaty Mordelliar in his own person at the Suite of the said Nadarova Valoo Mordelliar in the Plea aforesaid. ——

Fort St George Madras ss } Be it remembered that in the Vacation after the Fourth Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of judicature at Madras came Nadarova Valoo Mordelliar by Formes Disney and John Shaw his Attornies and brought into the said Court then there his certain plaint against the said Canapaty Mordelliar in a plea of Trespass on the Case and there Pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words that is to say ——

Fort St George

1804

Fourth Term 1812.

Plaints iss
Sumpt. Fee
11 Feb. 1811
£1.

Fort St George Madras } Nadaroya Valoo
Modelliar by Fownes Disney and John Shaw his
Attornies complaining of Canapady Modelliar who
is a Hindoo Inhabitant of Madras and as such subject
to the jurisdiction of this Honble Court of a plea of
Trespass on the case - For that Whereas the said
Canapady Modelliar heretofore to wit on the fifteenth
day of May in the Year of Christ One thousand
eight hundred and ten at Madras aforesaid made
his certain Note in writing in the Malabar
Language according to the laws and customs of
such Hindoo Natives of India his own proper hand
being thereunto subscribed bearing date the same day
and Year aforesaid and there and there delivered
the said Note to the said Nadaroya Valoo Modelliar
by which said Note he the said Canapady Modelliar
by the name and addition of Canapady Modelliar
Son of Coolattore Sedambara Modelliar of Madras
acknowledged to have borrowed and received
of the said Nadaroya Valoo Modelliar (by the
name and addition of Nadaroya Valoo Modelliar
Son of Sottecaly Ponnamba Modelliar of the same
place

No. 50

29 May
1817

1812

Judgment Roll

Fourth Term

Section B.

place / the Sum of One thousand and twenty
five Star Pagodas Current money of Madras
which Sum the said Canapady Moodelliar did
thereby engage to Pay to the said Nadaroya
Valoo Moodelliar on or before the fifteenth day of
May in the Year One thousand eight hundred
and eleven with all such interest as should or
might become due thereon at the rate of Nine per
Cent per Annum. By reason whereof and by
force of the Laws and customs of such Hindoo
Natives of India the said Canapady Moodelliar
became liable to pay to the said Nadaroya Valoo
Moodelliar the said Sum of money in the said Note
specified according to the tenor and effect of the said
Note And being so liable he the said Canapady
Moodelliar in consideration thereof afterwards to wit on
the same day and Year first aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Nadaroya Valoo Moodelliar 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 Canapady
Moodelliar afterwards to wit on the first day of June
in the Year of Christ One thousand eight hundred
and eleven at Madras aforesaid was indebted to the

Said

said Nadaroya Valoo Moodelliar in the Sum of
One thousand and five hundred Star Pagodas
of the lawful Current money of Madras for so
much money by the said Nadaroya Valoo Modelliar
before that time lent and advanced to the said Ca-
nagady Modelliar and at his special instance
and Request and being so indebted to the said Cana-
dy Modelliar in consideration thereof afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there
faithfully promised the said Nadaroya Valoo
Modelliar to pay him the said last mentioned Sum
of money when he the said Canagady Modelliar
should be thereunto afterwards Requested. And
Whereas also the said Canakady Modelliar
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid was indebted to the
said Nadaroya Valoo Modelliar in other One
Thousand and five hundred Star Pagodas of the like
lawful Current money aforesaid for so much
money by the said Canakady Modelliar before
that time had and received to and for the use
of the said Nadaroya Valoo Modelliar And being
so indebted he the said Canakady Modelliar in
consideration thereof afterwards to wit on the

Same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nadaroya Valoo Modelliar to pay him the said last mentioned Sum of Money when he the said Canapady Modelliar should be thereunto afterwards Requested. And Whereas also the said Canapady Modelliar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Nadaroya Valoo Modelliar of and concerning divers Sums of Money before that time due and owing from the said Canapady Modelliar to the said Nadaroya Valoo Modelliar And then being in arrear and unpaid and upon that accounting the said Canapady Modelliar was then and there found to be in arrear and indebted to the said Nadaroya Valoo Modelliar in other One Thousand and five hundred Star Pagodas of the like lawful Current money aforesaid And being so found in arrear and indebted he the said Canapady Modelliar in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nadaroya Valoo Modelliar to pay him the said last mentioned Sum of Money when he

Fourth Term 1812.

he the said Canapady Modelliar should thereunto afterwards Requested. Yet the said Canapady Modelliar not regarding his said several promises and undertakings so by him in Manner and form aforesaid made but contriving and Grandu= lently intending craftily and subtilly to deceive and defraud the said Nadaroya Valoo 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 Nadaroya Valoo Modelliar although he the said Canapady Modelliar afterwards on the same day and Year last aforesaid and often times afterwards to wit at Madras aforesaid was by the said Nadaroya Valoo Modelliar requested so to do but to pay the said several Sums of money or any or either of them or any part thereof to the said Nadaroya Valoo Modelliar he the said Canapady Modelliar hath hitherto Wholly Refused and still Refuseth to the damage of the said Nadaroya Valoo Modelliar of One thousand and Six hundred Star Pagodas and therefore he brings his Suit.

judgment on a Verdict is assumpsit

And now in this Fourth Term in the year One thousand eight hundred and Twelve that is to say on the Twenty Third day of September

N. B

September to which day was given in writ to the
said Nadaroya Valoo as to the said Canapady to
inform the Court of the premises carried before the
Court the said Nadaroya Valoo by his Attornies afore-
said and the said Canapady although Solemnly
demanded came not to answer nor did he say any
thing in bar, or preclusion of the said Action of
the said Nadaroya Valoo whereby the said Nadaroya
Valoo Remains therein undefended against the said
Canapady and afterwards to wit on the Twenty Sixth day of
September in the same Term the Justices of the said Court
having heard the allegations of the said Nadaroya Valoo
and examined the truth thereof and duly considered the
evidence produced on the part of the said Nadaroya
Valoo in support of his allegations say that the said
Canapady did undertake and promise in manner and
form as the said Nadaroya Valoo hath in his Plaint
in that behalf thereof alledged and the Justices aforesaid
assess the damages of the said Nadaroya Valoo
by occasion of the not performing the several promises
and undertakings in the said Plaint of the said
Nadaroya Valoo mentioned besides his Cost and Charges
by him about his Suit in this behalf expended to One
Thousand One hundred and Sixty four Pagodas

and

Judgment Signed for the Plaintiff the 21st day of Nov. 1812.
J. Shaw
21 Oct.

and Twenty Eight fanams Therefore it is considered that the said Nadaroya Valoo do recover against the said Canapady his damages aforesaid in form aforesaid assessed and also One hundred and Ninety four Pagodas and Thirty two fanams for his said Costs and Charges by the Court now here adjudged to the said Canapady with his assent— which said damages Costs and Charges in the whole Amount to the Sum of One Thousand Three hundred and Sixty Pagodas and Fifteen fanams and the said Canapady in Mercy &c.

Mercy

And hereupon the said Nadaroya Valoo Moodeliar by Townes Disney and John Shaw his attornies 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 Canapady Moodeliar within the jurisdiction of this Court by seizure and

No 50

and if it be necessary by Sale thereof the
Sum of One thousand three hundreds and
Sixty Pagodas and fifteen fanams which
the said Nadaroya Valoo Moodelliar received
against the said Canapaiy Moodelliar
for damages which he hath sustained as
well by occasion of the non-performance
of certain promises and undertakings
lately made by the said Canapaiy Moodeliar
to the said Nadaroya Valoo Moodelliar
as for Costs and charges by him about his
Writ of Fieri Facias Suit in that behalf expended — And to be
levied against the
Defts goods on the granted unto him returnable here on the
20th day of Nov. Ninth day of December next —
1812 —

1812 Fourth Term 1812

Alias before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. ——

Madras to wit. Latchmana Chitty puts in his place John Carruthers his Attorney against Attamanamcharry Venkatachella Moodelly in a plea of Trespass on the Case. ——

Madras to wit. The said Attamanamcharry Venkatachella Moodelly puts in his place Robert Orme at the Suit of the said Latchmana Chitty in this plea aforesaid —

Madras to wit. Be it remembred 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 Latchmana Chitty by John Carruthers his Attorney and brought into the said Court then there his certain plaint against the said Attamanamcharry Venkatachella Moodelly in a plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words that is to say —

Madras

No 51

Plaint in Assumpsit Filed 4th July 1811 — J.W.

Madras to wit. Latchmana Chitty by John Carruthers his Attorney complains of Attamanamchary Venkatachella Moodelly who is an Hindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court For that Whereas the said Venkatachella heretofore to wit on the Twenty Ninth day of June in the present year of Christ One thousand Eight Hundred and Eleven at Madras aforesaid was indebted to the Latchmana in the Sum of Two Thousand Star Pagodas of the lawful Current Money of Madras for so much Money by the said Latchmana before that time lent and advanced to the said Venkatachella and at his special instance and request and being so indebted he the said Venkatachella 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 Latchmana to pay the said Sum of Money when he the said Venkatachella should be thereunto afterwards requested And Whereas also the said Venkatachella afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Latchmana in other Two thousand Star Pagodas

of

of the like Currency aforesaid for so much Money
by the said Venkatachella before that time had and
received to and for the use of the said Lutchmana
and being so indebted he the said Venkatachella
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 Lutchmana to pay him the said last
mentioned Sum of Money when he the said
Venkatachella should be thereunto afterwards requested.
And Whereas also the said Venkatachella afterwards
to wit on the same day and Year aforesaid at
Madras aforesaid accounted together with the
said Lutchmana of and concerning divers other
large Sums of Money before that time due and
owing from the said Venkatachella to the said
Lutchmana and then being in Arrear and
unpaid and upon such Accounting he the said
(Venkatachella) was then and there found to be in
arrear and indebted to the said Lutchmana in
other Two thousand Star Pagodas of the like Currency
aforesaid and being so found in Arrear and indebted
he the said (Venkatachella) in consideration thereof after-
wards to wit on the same day and Year aforesaid at
Madras aforesaid undertook and then and there faithfully
promised

promised the said Latchmana to pay him the said last Mentioned Sum of Money when he the said Venkatachella should be thereunto afterwards requested — yet the said Venkatachella 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 Latchmana 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 there of to the said Latchmana he the said Venkatachella hath hitherto wholly refused and till doth refuse to the Damage of the said Latchmana of Two thousand Star Pagodas and therefore he brings his Suit &c —

And afterwards that is to say in the first Term one Thousand eight hundred and twelve until which Term the said Attavanamchary Venkatachella Modelly had leave to imparl to the said Plaint and then to answer the Same cause as well the said Latchmana Chitty by his said Attorney as the said Attavanamchary Venkatachella Modelly by his said Attorney and the said Attavanamchary Venkatachella Modelly defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the

Imparlance

Plea filed Feby 22d 1812 — G.R.

Fourth Term 1812 –

the said Latchmana Chetty hath above thereof complained against him and of this he puts himself upon the Court &c. –

Replication filed 25th July 1812. J J

And afterwards in the Third Term of the said Year One thousand Eight hundred and Twelve the parties aforesaid by their Attorneys aforesaid and thereupon the said Latchmana as to the Plea of the said Venatachella by him above pleaded and whereof he hath put himself upon the Court doth the like. –

Issue joined –

judgment on a Verdict in Complt –

And now in this Fourth Term in the Year One Thousand Eight Hundred and Twelve that is to say on the Twenty Sixth day of September to which day was given as well as to the said Latchmana as to the said Venatachella 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 deliberately considered the Evidence on both Sides say that the said Venatachella did undertake and promise in manner and form as the said Latchmana hath above thereof complained against him and they assess the damages of the said Latchmana

Latchmana on Occasion of the Premises besides his Costs and Charges by him about his Suit in this behalf expended to Five Hundred and Seventy three Pagodas. Therefore it is Considered that the said Latchmana do Recover against the said Venkatachella his damages aforesaid in form aforesaid assessed and also Two Hundred and Fifty Pagodas and Fifteen Fanams for his Costs and Charges by the Court now here adjudged to the said Latchmana with his assent which said damages Costs and Charges in the Whole Amount to Seven Hundred and Seventy three Pagodas and Fifteen Fanams And the said Venkatachella in Mercy &c.

Judgment Signed for the Plaintiff the 28th day of November 1812.
J. Shaw
Dy Prothe

Mercy —

And hereupon the said Latchmana Chitty by John Cairnduff 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 Attamunamcharry Venkatachella Moodelly to satisfy the said Latchmana Chitty

No 51 of

Fourth Term 1812

of Seven hundred and seventy three Pagodas and fifteen fanams whecha the said Latchmana Chetty recovered againsta the said Attamanam-charry Vencatachella Moodelly for damages sustained as wella by occasion of the non-performance of certain promises and undertakings lately made by the said Attamanamcharry Vencatachella Moodelly to the said Latchmana Chetty as for his costs and charges by him about his said Suits in that behalf expended - And to him granted unto him returnable here on the fifth day of December next.

Writ of Capias ad Satisfaciendum issued on the 28th day of Novr 1812

No 54

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief justice and the Hon^ble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve ——

Madras to Wit } Bydeputy Venkiah puts in his place Fornes Disney and John Shaw his attorneys against Gholam Izzuddeen Khan Bahauder Mustiqueem jung upon a Bond according to the usage of the Mahomedan Natives in a Plea of Debt—

Madras to wit } The Said Gholam Izzuddeen Khan Bahader Mustiqueem jung in his own proper person at the Suite of the said Bydeputy Venkiah in the plea aforesaid ——

Madras to wit } Be it remembered that in the Second Term in the Year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Bydeputy Venkiah by Fornes Disney and John Shaw his Attorneys and brought into the said Court then there his certain Plaint against the said Gholam Izzuddeen Khan Bahauder Mustiqueem jung in a plea of Debt upon a Bond according to the usage of the Mahomedan Natives as aforesaid 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

№ 20

Fourth Term 1812.

Madras to wit. Pydapauty Venkiah by Fownes Disney and John Shaw his Attornies Complains of Gholam Izzudden Khan Bahander Mustiqueem Jung who is a Mahomedan Inhabitant of Madras and as such liable to the jurisdiction of this Honorable Court of a Plea that he render to him the Said Venkiah Two thousand Six hundred Star Pagodas which he the Said Gholam Izzudden owes to and unjustly detains from him For that Whereas the Said Gholam Izzudden heretofore to wit on the Twenty Ninth day of March in the Year of Christ One thousand eight hundred and Six at Madras by his certain writing Obligatory Sealed with the Seal of the Said Gholam Izzudden and to the Court now here Shewn the date whereof is on the day and year aforesaid acknowledges himself to be held and firmly bound unto the Said Venkiah in the Sum

№ 52

Sum of Two thousand Six hundred Star
Pagodas to be paid to the said
Venkiah when he the said Gholam
Ezzuddeen Shall be thereto afterwards
requested yet the said Gholam Ezzuddeen
(although after requested) hath not yet
paid the said Sum of Two thousand
Six hundred Star Pagodas above demanded
or any part thereof to the said Venkiah
but to pay the same to the said
Venkiah he the said Gholam Ezzuddeen
hath hitherto wholly refused and still
refuseth so to do to the damage of the
said Venkiah of Two hundred Star Pa=
=godas and therefore he brings his Suit
&c.

Judgment for the Plaintiff on a Verdict in Debt.-

And now in this Fourth Term

in

Fourth Term 1812

in the year One thousand eight hundred
and Twelve that is to say on the Twelfth
day of September to which day was given a
writ to the said Venkiah as to the said
Gholam Izzuddeen Khan to inform the Court
of the premises came before the Court the
said Venkiah by his Attornies aforesaid and
the said Gholam Izzuddeen Khan although
solemnly demanded came not to answer
nor did he say any thing in bar or preclusion
of the said Action of the said Venkiah
whereby the said Venkiah remains therein
undefended against the said Gholam
Izzuddeen Khan and afterwards to wit
on the Twenty fifth day of September
in the same Term the Justices of the said
Court having heard the allegations of
the said Venkiah and examined the truth
thereof and duly considered the evidence

produced on the part of the said Ven-
kiah in support of his said Allegations
say that the said Writing Obligatory in
the said Plaint mentioned is the Deed
of the said Gholam Izzuddeen Khan —
in manner and form as the said —
Venkiah hath in his said Plaint in
that behalf therein alledged — Therefore
it is considered that the said Ven-
=kiah do recover against the said —
Gholam Izzuddeen Khan his said debt
and also one hundred and ninety —
One Pagodas and six fanams for his
damages which he hath sustained as
well on occasion of the detention of the
said debt as for his Costs and Charges
by him about his Suit in this behalf
expended by the Court now here adjudges
to the said Venkiah and with his
Assent

Judgment Signed for the Plaintiff the second day of December 1812 — S. Shaw Dy Provtr

Absent — And the said Gholam Izzuddeen
Mercy — Khan in Mercy &c. ——

And thereupon the said —
Bydeparty Venkiah by Fownes Disney and
John Shaw his attorneys 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 Gholam Izzuddeen
Khan Bahander Mutteeueem jung to
satisfy the said Bydeparty Venkiah
of two thousand & Six hundred Star
Pagodas for Debt which the said
Bydeparty Venkiah recovered against
the said Gholam Izzuddeen Khan
Bahander Mutteeueem jung and
also one hundred and ninety one
Pagodas

Payed and six pence adjudged to
the said Defendant Kenrick for his
Damages which he had sustained
as well on occasion of the detention of
the said Debt as for his Costs and
Charges by him about his Suits in
that behalf expended And it is
granted unto him returnable here
on the fourth day of January
one thousand eight hundred and
thirteen ——

Writ of Capias
ad Satisfaciendum
issued on the
3rd day of Dece
1812

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. ——

Fort St George Madras ss } Mookoondoo puts in his place Forrest Disney and John Shaw his attornies against Sonauchelam in a plea of Trespass on the Case —

Fort St George Madras ss — The said Sonauchelam in his own proper person at the Suit of the said Mookoondoo in this Plea aforesaid. ——

Fort St George Madras ss } Be it remembered that in the Vacation after the first Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Mookoondoo by Forrest Disney and John Shaw his attornies and brought into the said Court then there his certain Plaint against the said Sonauchelam in a Plea of Trespass on the case and there are alleged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. —

2

Fort St George

No 50.

Fourth Term 1812. 427

Plaint in Assumpsit
Filed Feby 25th 1812
G. R.

Mayr. St. George Madras ss. Mookoondoo by Fownes Disney and John Shaw his Attornies complains of Sonauchilam who is a Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court of a plea of trespass on the case For that Whereas the said Sonauchilam heretofore to wit on the Fifteenth day of April in the Year of Christ One thousand eight hundred and eleven 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 Mookoondoo by which said Note he the said Sonauchilam (by the name and addition of Sonauchilam son of Seruvedian Maistry of Madras) acknowledged to have borrowed and received of the said Mookoondoo (by the name and description of Shanyprocauna Mookoondoo Maistry of the same place) the sum of

of

of One hundred and Seventy one Star Pagodas 24
current money of Madras which Sum the said
Sonachilam did thereby engage to repay to the said
Moohoondoo on demand with all such interest as
should or might become due thereon at the Rate
of twelve per cent per annum By Reason
whereof and by force of the laws and customs
of such Hindoo Natives of India the said
Sonauchilam became liable to pay to the said
Moohoondoo the said Sum of money in the said
Note specified with such Interest as aforesaid
when he the said Sonauchilam should be
thereto afterwards requested and being so liable
he the said Sonachilam 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
Moohoondoo to pay him the said Sum of Money
in the said Note specified with such Interest as
aforesaid when he the said Sonauchilam should
be thereto afterwards requested And Whereas
also the said Sonauchilam afterwards to wit on

the

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the same day and Year aforesaid at Madras afore-
said was indebted to the said Moohoondoo in the sum
of three hundred Star Pagodas of the Lawful Current
money of Madras for so much money by the said
Moohoondoo before that time lent and advanced to the
said Sonauchilam and at his special instance and
Request and being so indebted he the said Sonauchi-
lam 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 Moohoondoo to pay him the said last
mentioned sum of Money when he the said Sonau-
chilam should be thereunto afterwards requested And
Whereas also the said Sonauchilam afterwards
to wit on the same day and year aforesaid at Madras
aforesaid was indebted to the said Moohoondoo in
other three hundred Star Pagodas of the like Lawful Money for so much money by the said Sonau-
chilam before that time had and received to and
for the use of the said Moohoondoo and being so
indebted he the said Sonauchilam in consideration
thereof afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and then

and

and there faithfully promised the said Mookoondoo to pay him the said last mentioned Sum of Money when he the said Sonauchilam should be thereunto afterwards requested And Whereas also the said Sonauchilam afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Mookoondoo of and concerning diverig Sums of Money before that time due and owing from the said Sonauchilam to the said Mookoondoo and then being in arrear and unpaid and upon that accounting the said Sonauchilam was then and there found to be in arrear and indebted to the said Mookoondoo in other three hundred Star Pagodas of the like lawful money and being so found in arrear and indebted he the said Sonauchilam 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 Mookoondoo to pay him the said last mentioned Sum of Money when he the said Sonauchilam should be thereunto afterwards requested. Yet the said Sonauchilam not regarding his said several promises and undertakings so by

heirs in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Moohoondoo 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 Moohoondoo (although he the said Sonauchilam afterwards to wit on the same day and year aforesaid and often times afterwards at Madras aforesaid was by the said Moohoondoo requested so to do) but to pay the said several sums of money or any or either of them or any part thereof to the said Moohoondoo he the said Sonauchilam hath hitherto Wholly refused and still doth refuse to the damage of the said Moohoondoo of Five hundred star pagodas and therefore he brings his suit &c.

Judgment on a Verdict in assumpsit

And now in this Third Term in the Year One thousand eight hundred and twelve that is to say on the twentieth day of July, to which day was given as well to the said Moohoondoo as to the said Sonauchilam to inform the Court of the Premises come before the Court the said Moohoondoo by his Attornies aforesaid and the said Sonauchilam although solemnly demanded came not to answer

Nor

nor did he say any thing in bar or preclusion of the said Action of the said Mookoondoo Whereby the said Mookoondoo remains therein undefended against the said Sonauchilam - And afterwards to wit on the twenty third day of July in the same Term, the Justices of the said Court having heard the said allegations of the said Mookoondoo and examined the truth thereof and duly considered the Evidence produced on the part of the said Mookoondoo in support of his said allegations, say that the said Sonauchilam did undertake and promise in manner and form as the said Mookoondoo hath in his said Plaint in that behalf therein alledged - And the Justices aforesaid assess the damages of the said Mookoondoo by occasion of the not performing the several Promises and undertakings in the said Plaint of the said Mookoondoo mentioned, besides his Costs and Charges by him about his Suit in this behalf expended, to two hundred and one Pagodas and thirty one Fanams - Therefore it is considered that the said Mookoondoo do recover against the said Sonauchilam his damages aforesaid in form aforesaid assessed, and also one hundred and Ninety eight

Judgment Signed for the Plaintiff the 2d day of Decemr 1812 -
J. Shaw
Dy Prothy

eight Pagodas and ten fanams for his said Costs and charges by the Court now here adjudged to the said Mookoondoo with his Assent, which said Damages, Costs and Charges in the Whole Amount to the Sum of three hundred and Ninety Nine Pagodas and forty one fanams and the said Sonauchilam in Mercy &c.—

Mercy

and hereupon the said Mookoondoo by Joines Disney and John Shaw his attornies 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 Sonau-=chelam to satisfy the said Mookoondoo of three hundreds and ninety nine Pagodas and forty one fanams which the said Mookoondoo recovered & against the said Sonauchelam for damages sustained as well by

occasion

Vol 4 Fourth Term 1812—

occasion of the non=performance of
certain promises and undertakings lately
made by the said Lonanchelam to
the said Mookoondoo as for his
Costs and Charges by him about his
Writ of Ca: ad Sa: issued on the 3d day of Dec: 1812— Suit in that behalf expended—And
it is granted unto him returnable
here on the Fourth day of
January One thousand eight hundred
and thirteen.

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaughten Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve.

Madras to Wit } Kittery Ramasawmy Naick puts in his place Fornes Disney and John Shaw his attornies against Ammoortacawy Annunthayah Brahmin in a Plea of Trespass on the Case ——

Madras to Wit } The said Ammoortacawy Annunthayah Brahmin puts in his place William Light his attorney at the Suit of the said Kittery Ramasawmy Naick 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 Twelve before the Supreme Court of Judicature at Madras came Kittery Ramasawmy Naick by Fornes Disney and John Shaw his attornies and brought into the said Court then there is certain plaint against the said Ammoortacawy Annunthayah Brahmin in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard which said Plaint follows in these words that is to say ——

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Fourth Term 1812

Plant in assumpsit filed 26th June 1812 J. J

Madras to wit. Shellery Ramasawmy Naick by Fermed Dixey and John Shaw his Attornies complains of Ammoortayay Ammuntyah Brammuny who is a Hindoo Inhabitant of Madras and as such person subject to the jurisdiction of this Honorable Court of a Plea of trespass on the Case. For that Whereas the said Ammuntyah heretofore to wit on the first day of March in the Year of Christ One Thousand Eight hundred and twelve at Madras aforesaid was indebted to the said Ramasawmy in the Sum of Nine hundred Star Pagodas of the lawful current Money of Madras for so much money by the said Ramasawmy before that time lent and advanced to the said Ammuntyah and at his special instance and request and being so indebted he the said Ammuntyah 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 Ramasawmy to pay him the aforesaid Sum of Money when he the said Ammuntyah should be thereunto afterwards requested. And Whereas also the said Ammuntyah afterwards to wit on the same

No 54

day

day and Year aforesaid at Madras aforesaid was
indebted to the said Ramadarroory in other Nine
hundred Star Pagodas of the like current money for so
money by the said Ramadarroory before that time
paid, Laid out, and expended to and for the use
of the said said Annuntyah at his Special instance
and Request And being so indebted he the said
Annuntyah 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 Ramadarroory to pay him the
said Last Mentioned Sum of Money when he the
said Annuntyah should be thereunto afterwards
requested. And Whereas also the said Annuntyah
afterwards to wit on the same day and year afore-
said at Madras aforesaid was indebted to the said
Ramadarroory in other Nine hundred Star
Pagodas of the like lawful current Money afore-
said for so much Money by the said Annuntyah
before that time had and received to and for the
use of the said Ramadarroory and being so indebted
he the said Annuntyah in consideration thereof
afterwards to wit on the same day and Year afore-
said at Madras aforesaid Undertook and then and

there faithfully promised the said Ramasawmy to
pay him the said last mentioned Sum of money
when he the said Annuntyah should be thereunto
afterwards requested. And Whereas also the said
Annuntyah afterwards to wit on the same day
and year aforesaid at Madras aforesaid Accounted
with the said Ramasawmy of and concerning
divers Sums of Money before that time due and
owing from the said Annuntyah to the said
Ramasawmy and there and there being in arrear
and unpaid and upon that accounting the said
Annuntyah then and there was found to be in
arrear and indebted to the said Ramasawmy in
three Nine hundred Star Pagodas of the like currency
aforesaid and being so found in arrear and
indebted he the said Annuntyah 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
Ramasawmy to pay him the last Mentioned Sum
of Money when he the said Annuntyah should
be thereunto afterwards requested. Yet the said
Annuntyah not regarding his said several promises
and undertakings do by him in Manner and form

aforesaid made but contriving and fraudulently intending —
Craftely and Subtilly to deceive and defraud the said —
Ramadarrery in this particular hath not yet paid the
said several Sums of Money or any or either of them or
any part thereof to the said Ramadarrery / altho' he
the said Ammentyah afterwards to wit on the same
day and year aforesaid and often times afterwards to
wit at Madras aforesaid was by the said Ramadarrery
requested do to do / but to pay the said several Sums
of Money, or any or either of them or any part thereof
to the said Ramadarrery he the said Ammentyah
hath hitherto wholly refused and still refuses so to
do to the damage of the said Ramadarrery of One —
Thousand Star Pagodas and therefore he brings his —
Suit &c.a —

Imparlance

And afterwards that is to say in the Fourth
Term one thousand eight hundred and twelve —
until which Term the said Ammoortacarry Ammentyah
Brarmeny had leave to imparl to the said Plaint and
then to Answer the same came as well the said
Skellery Ramadarrery by his said Attorney as the said
Ammoortacarry Ammentyah Brarmeny by his said —
Attorney and the Ammoortacarry Ammentyah Brarmeny

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defends the Wrong and injury when &c and says —
that he did not undertake or promise in Manner
and form as the said Kettoory Ramadanumy —
hath above thereof Complained against him —
and of this he puts himself upon the Court &c —

Issue joined

And the said Kettoory Ramadanumy
doth the like. —

Judgment on a Verdict in Assumpsit —

And now in this Fourth Term in the Year
one Thousand eight hundred and twelve that is to say,
on the Second day of October to which day was given as —
well to the said Ramadanumy as to the said Ammuntyah
to inform the Court of the premises at which day come
the parties aforesaid by their respective Attornies aforesaid
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 produced
on both sides, say that the said Ammuntyah did promise
and undertake in manner and form as the said —
Ramadanumy hath above thereof complained
against him, and they assess the damages of the
said Ramadanumy on occasion of the premises
besides his Costs and Charges by him about his

Suit

Judgment Signed
for the Plaintiff
the 2d day of
Decemr 1812 —
I. Shaw
D.y Provost

Suit in this behalf expended, to Six hundred and
Thirty three Pagodas and forty four fanams, —
Therefore it is considered that the said Rama=
=swamy do recover against the said Annunthayah —
his damages aforesaid in form aforesaid &c
assessed and also Two hundred and four Pagodas
and Thirty two fanams for his Costs and Charges
by the said Court now here adjudged to the said
Ramaswamy with his assent which said
damages, Costs and Charges, in the Whole Amount
to Eight hundred and Thirty eight Pagodas &
and Thirty One fanams and the said
Annunthayah in Mercy &c —

Mercy

And hereupon the said
Kettery Ramasawmy Naick by Forrest
Disney and John Shaw his attornies 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 Annunthayah

Annunthayah

Anantyah Braming to satisfy the said Kettery Ramatawmy Naick of eight hundred and thirty eight Pagodas and thirty one fanams which the said Kettery Ramatawmy Naick recovered against the said Ammoortacary Anantyah Braming for damages sustained as well by occasion of the non: performance of certain promises and undertakings lately made by the said Ammoortacary Ananthyah Braming to the said Kettery Ramatawmy Naick 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 December instant —

First of Ba: ad: Satisfaciendum issued on the 30 day of Oct: 1812 —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. ——

Madras to wit — Sauricad Abdulcaud Mauricawyer puts in his place Gilbert Ricketts his Attorney against Gozeranty Nartoon Dawy and Nangoo Pattamy Ebooroy Ninah Mauricawyer in a plea of Trespass on the Case. ——

Madras to wit — The said Gozeranty Nartoon Dawy and Nangoo Pattamy Ebooroy Ninah Mauricawyer put in their place Forrest Dickens and John Shaw their Attornies at the Suit of the said Sauricad Abdulcaud Mauricawyer 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 Ten before the Supreme Court of Judicature at Madras came Sauricad Abdulcaud Maricawyer by Gilbert Ricketts his attorney and brought into the said Court then there his certain Plaint against the said Gozeranty Nartoon Dawy and Nangoo Pattamy Ebooroy Ninah Mauricawyer in a plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words

Plaint in Assumpsit
Filed 3d July 1810
W.W.

Madras to Wit Caurical Abdulcaud Maricau-
yer by Gilbert Richetts his Attorney complaining of
Goozeerutty Nartoorn Davay and Nangore Pattamy
Sooroy Niniah Maricanyer the former being a Hindoo
Inhabitant of Madras and the latter being a Mahomedan
Inhabitant of Madras and as such persons liable to the
Jurisdiction of this Honorable Court of a Plea of
of Trespass on the Case For that Whereas the said
Nartoorn Davay and Sooroy Niniah Maricanyer
heretofore to wit on the Fourteenth day of the Month of
Thye in the Year of the Hindoos called Mokia
corresponding with the Twenty fourth day of January
in the Year of Christ One Thousand Eight Hundred
and Seven at Madras aforesaid according to the usage
and customs of the Natives of Madras made their
certain Note in writing in the Malabar Language
commonly called a Respondentia Bond their own
proper hands being thereto subscribed bearing date the
day and Year last aforesaid and then and there
delivered the said Note to one Veneo Pilly Byrvichi
said Note the said Nartoorn Davay and Sooroy
Niniah Maricanyer acknowledged to have borrowed of the
said Veneo the Sum of Two Hundred Star Pagodas
of the Current Money of Madras on certain Goods and
Merchandizes

Merchandizes to be laden on board a certain
Vessel belonging to the said Abdulcaud &
Manicanjee then lying at Madras aforesaid and
bound on a certain Voyage to Cauyalpatnam &
Coolasaguranpatnam and back to Madras aforesaid
and at the expiration of Twenty one days next after
the termination of the said Voyage and the safe
arrival of the said Vessel and of the said Goods
and Merchandizes at Madras aforesaid did &
engage to pay the said Sum of Two Hundred
Star Pagodas together with a Premium &
Interest of two for every ten of the said Principal
Sum of Two Hundred Star Pagodas to such
a Person or Persons as should be lawfully
authorized to receive the Same by the said
Venoo and the said Venoo to whom the said
Note was made and delivered as aforesaid after the
Making of the said Note and before the expiration of
the said Period of Twenty one days next after
termination of the said Voyage and the safe arrival
of the said Vessel and of the Goods and Merchandizes
at Madras aforesaid to wit on the Twenty fifth day
of August in the Year last aforesaid at Madras

aforesaid

aforesaid indorsed the said Note and thereby then and there ordered and appointed the said Sum of Two Hundred Pagodas in the said Note specified together with the Premium or interest as aforesaid to be paid to the said Abdulraud Maricanyer who thereby became lawfully authorised to demand and receive the same of which indorsement so made on the said Note as aforesaid the said Vantoorn Davay and Sooroy Ninah Maricanyer afterwards to wit on the same day and Year last aforesaid at Madras aforesaid had Notice By means whereof and by force of the usage and custom aforesaid the said Vantoorn Davay and Sooroy Ninah Maricanyer then and there became liable to pay to the said Abdulraud Maricanyer the said Sum of Two Hundred Pagodas together with the premium or interest in the said Note specified according to the tenor and effect of the said Note and of the said indorsement so made thereon as aforesaid and being so liable they the said Vantoorn

Nartoorn Davay and Ebooray Neinah Maricayer
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 Abdulcaud Maricayer to pay him the
said Sum of money together with the premium
or interest in the said Note specified according
to the tenor and effect of the said Note and of the
said indorsement so made thereon as aforesaid
And the said Abdulcaud Maricayer in fact
saith that after the making of the said Note
and indorsement as aforesaid and at the expiration
of Twenty one days next after the termination
of the said Voyage and after the safe arrival
of the said Vessel and of the said Goods and
Merchandizes at Madras aforesaid to wit on the
Twenty fifth day of August in the Year last
aforesaid at Madras aforesaid the said Note so
indorsed as aforesaid was duly presented and thereof
by the said Abdulcaud Maricayer to the said
Nartoorn Davay and Ebooray Neinah Maricayer
were then and there requested by the said Abdulcaud

M

Maricanger to pay the said Sum of Two hundred Star Pagodas together with the premium or interest in the said Note specified according to the tenor and effect of the said Note and of the said indorsement so made thereon as aforesaid and of the said promise and undertaking of the said Nartoorn Dawey and Ebooroy Ninah Maricanger in that behalf made as aforesaid to wit at Madras aforesaid Yet the said Nartoorn Dawey and Ebooroy Ninah Maricanger not regarding their said promise and undertaking so by them made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Abdulcaud Maricanger in this behalf did not when so requested as aforesaid nor did they or either of them at any other time whatsoever pay the said Sum of Two hundred Star Pagodas together with the said premium or Interest in the said Note Specified or any part thereof to the said Abdulcaud Maricanger / altho' to do this they the said Nartoorn Dawey and Ebooroy Ninah Maricanger were and each of them was on the day and year last aforesaid and often afterwards requested by the said

Abdulcaud

Abdulcaud Maricaneyer to wit at Madura afore-
said but the said Nartoon Davay and Shoovay
Nainah Maricaneyer to pay the same or any
part thereof to the said Abdulcaud Maricaneyer
have and each of them hath wholly refused —
and Nille do refuse And Whereas the said —
Nartoon Davay and Shoovay Nainah Maricaneyer
afterwards to wit on the Fourteenth day of Skye —
aforesaid in the Year of Which aforesaid correspond-
-ing with the said Twenty fourth day of January —
in the said Year of Christ One Thousand Eight —
hundred and Seven at Madura aforesaid according
to the like usage and customs of the Natives of
Madura aforesaid made their certain other Note
in Writing in the Malabar Language commonly —
called a Respondentia Bond their own proper
hands being thereto subscribed bearing date the
day and year last aforesaid and then and then
delivered the said last Mentioned Note to the —
said Vencoo — By which said last mentioned
note the said Nartoon Davay and Shoovay —
Nainah Maricaneyer acknowledged to have borrowed
of the said Vencoo the Sum of Five hundred
Pagodas

Star Pagodas of the like Current Money of Madras on certain other goods and Merchandizes to be laden on Board a certain other Vessel belonging to the said Abdulcauder Marricayer, then also lying at Madras aforesaid and bound on a certain other Voyage to Carrygalpatnam Colasagumpatnam and back to Madras aforesaid and at the expiration of Twenty one Days next after the termination of the said last Mentioned Voyage and the safe arrival of the said last Mentioned Vessel and of the said last mentioned Goods and Merchandizes at Madras aforesaid did engage to pay the said last Mentioned Sum of Two hundred Star Pagodas together with a Premium or Interest of Twenty per Cent on the said principal Sum of Two hundred Star Pagodas to such Person or Persons as should bring or produce the said last mentioned Note to the said Nathaniel Dancey and Ebenezer Ninah Marricayer and the said Person to whom the said last mentioned Note was made and delivered as aforesaid after the making of the said last mentioned Note and before the expiration of the said period of Twenty one days after the termination of the said last mentioned Voyage and the safe arrival of the said

said last mentioned Vessel and of the said last mentioned
Goods and Merchandizes at Madras as last aforesaid &
to wit on the Twenty fifth day of August in the year
last aforesaid at Madras aforesaid delivered the said
last mentioned Note to the hands of the said Abdulcauder
Marricayer and by an indorsement thereon thereby
then and there Ordered and appointed the said Shun
of Money in the said last Mentioned Note Specified
together with the premium or interest as last aforesaid
to be paid to the said Abdulcaud Marecayer
who thereby became lawfully authorized to produce the
said Note to the said Nartoon Davay and
Chooroy Ninah Marecayer and to demand and receive
the said Sum of Money together with the premium
or interest in the said last Mentioned Note Specified of
which delivery and last Mentioned indorsement so made
on the said last Mentioned Note as aforesaid the said
Nartoon Davay and Chooroy much Marecayer
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid had notice By means
Whereof and by force of the usage and Custom aforesaid
the said Nartoon Davay and Chooroy Ninah Marecayer
then and there became liable to pay to the said Abdulcaud

Marecayer

Mareccayer the said Sum of Money together with the premium
or interest in the said last mentioned Note specified according
to the tenor and effect of the said last mentioned Note and
of the said delivery thereof to the said Abdulcaud Marecca-
-yer as aforesaid and being so liable they the said
Nartoorn Davay and Cheeroy Ninah Marecayer
in Consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras afore-
-said undertook and then and there faithfully promised
the said Abdul Marecayer to pay him the said
Sum of Money together with the premium or
interest in the said last mentioned Note specified
according to the law and effect of the said last mentioned
Note and of the said delivery and endorsement as
aforesaid And the said Abdulcaud Marecayer in
fact saith that after the making the said last
mentioned Note and endorsement and after the
delivery thereof to the said Abdulcaud Marecayer
as aforesaid and at the expiration of Twenty one
Days next after the termination of the said last
Mentioned Voyage and after the safe arrival of the
said last Mentioned Vessel and of the said last
Mentioned Goods and Merchandizes at Madras aforesaid

to

No 55.

1812 –

Judgment Roll

Fourth Term

Section 20 –

to wit on the Twenty fifth day of August in the year last aforesaid at Madras aforesaid the said last Mentioned Note to delivered and indorsed as last aforesaid was duly produced presented and shewn by the said Abdulcaud Marecayer to the said Nartoorn Davay and Sooroy Ninah Marecayer and the said Nartoorn Davay and Sooroy Ninah Marecayer were then and there Requested by the said Abdulcaud Marecayer to pay the said last mentioned Sum of Two Hundred Star Pagodas together with the premium or interest in the said last Mentioned Note Specified according to the tenor and effect of the said last Mentioned Note and of the said last Mentioned promise and Undertaking of the said Nartoorn Davay and Sooroy Ninah Marecayer in that behalf made as aforesaid to wit at Madras aforesaid Yet the said Nartoorn Davay and Sooroy Ninah Marecayer not Regarding the said last mentioned promise and Undertaking to by them made as last aforesaid but contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Abdulcaud Marecayer in this behalf did not when so requested as last aforesaid nor did they or either of them at any other time whatsoever pay the said Sum

of

of Two hundred Star Pagodas together with the said
premium or interest in the said last mentioned
Note Specified or any part thereof to the said Abdulcaud
Marecayer altho' to do this they the Nartoorn
Davay and Cooroy Neinah Marecayer were and
each of them was on the day and Year last aforesaid
and often afterwards requested by the said Abdulcaud to
visit at Madras aforesaid but the said Nartoorn Davay
and Cooroy Neinah Marecayer to pay the same or any
part thereof to the said Abdulcaud Marecayer have
& each of them hath wholly refused and still do refuse
And Whereas also the said Nartoorn Davay and
Cooroy Neinah Marecayer afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid were
indebted to the said Abdulcaud Marecayer in other sums
of Five Hundred Star Pagodas of the current money of
Madras for so much Money by the said Abdulcaud
Marecayer before that time lent and advanced to the said
Nartoorn Davay and Cooroy Neinah Marecayer at
their Special instance and Request and being so indebted
they the said Nartoorn Davay and Cooroy Neinah
Marecayer in consideration thereof afterwards to
wit on the same day and Year last aforesaid at
Madras

Madras aforesaid undertook and then and there faith-
fully Promised the said abdulcaud Marecayer to pay
him the said last mentioned Sum of Money &c
when they the said Nartoom Dawey and Ebooroy
Nainah Marecayer should be thereto afterwards &c
Requested And Whereas also the said Nartoom &
Dawey and Ebooroy Nainah Marecayer afterwards to
wit on the same day and Year last aforesaid at
Madras aforesaid were indebted to the said abdulcaud
Marecayer in the further Sum of Five &
Hundred Star Pagodas of like Current Money
of Madras aforesaid for so much Money by the
said Nartoom Dawey and Ebooroy Nainah Marecayer
before that time had and Received to the use of the
said abdulcaud Marecayer and being so indebted
they the said Nartoom Dawey and Ebooroy Nainah
Marecayer in consideration thereof afterwards &
to wit on the same day and Year last aforesaid
undertook and then and there faithfully promised
the said abdulcaud Marecayer to pay him the
said last mentioned Sum of Money when he the
said Nartoom Dawey and Ebooroy Nainah Mare-
cayer should be thereto afterwards requested &c
And

And Whereas also the said Nartoom Davay and Ebooroy Ninah Marecayer aftewards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said abdulcaud Marecayer of and concerning divers other Sums of Money before that time due and owing from the said Nartoom Davay and Ebooroy Ninah to Ninah Marecayer to the said Abdulcaud Marecayer and then being in arrear and unpaid and upon that accounting the said Nartoom Davay and Ebooroy Ninah Marecayer were then and there found to be in arrear and indebted to the said abdulcaud Marecayer in the further Sum of Five Hundred Star Pagodas of like Current Money of Madras aforesaid and being so found in arrear and indebted they the said Nartoom Davay and Ebooroy Ninah Marecayer in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said abdulcaud Marecayer to pay him the said last mentioned Sum of Money when they the said Nartoom Davay and Ebooroy Ninah

Marecayer

Marecauyer should be thereto afterwards requested
yet the said Nartoom Davay and Ebooroy Ninah
Marecauyer not regarding the said several Promises
and undertakings in three last counts mentioned &
by them in manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly to deceive
and defraud the said abdulcaud Marecauyer in this &
behalf have not nor hath either of them yet paid the
said several Sums of money in the three last Counts
mentioned or any or either of them or any part thereof
to the said abdulcaud Marecauyer although &c to do they
said Nartoom Davay and Ebooroy Ninah Marecauyer
were often requested by the said abdulcaud Marecauyer
to wit on the same day and year last aforesaid at
Madras aforesaid but to pay the same or any part
thereof to the said abdulcaud Marecauyer they the said
Nartoom Davay and Ebooroy Ninah Marecauyer have
and each of them hath hitherto wholly refused and
still do refuse & the damage of the said abdulcaud
Marecauyer of Five Hundred Star Pagodas and therefore
he brings his Suit &c.

And afterwards that is to say in the first
Term One thousand eight hundred and Twelve
to wit] the said Lawrence Nartoom

Imparlance

Dawoy, and Naugore Pattauny Eboroy Ninah Marecamper had leave to imparl to the said Plaint and then to answer the same came as well the said Caurical Abdulcaud Maricamper by his said Attorney as the said Fazeravaty Nartoom Dawoy, and Naugore Pattauny Eboroy Ninah Maricamper by their said Attorney and the said Fazeravaty Nartoom defend the wrong and injury when &c and say that they did not undertake or promise in Manner and form as the said Caurical Abdulcaud Marecamper hath above thereof complained against them and this they pray may be enquired of by the Court.—

Plea filed 14th Feby 1812.

Issue joined

And the said Caurical Abdulcaud Maricamper doth the like.—

judgment as in case of a nonsuit by order of Court the 2d Dec. 1812.

And upon this the said Nartoom Dawoy and Pattauny Eboroy Ninah pray that the said Abdulcaud may bring the Issue above joined on to be tried according to the course and practice of the said Court and thereupon a day is given by the said Court to the said Abdulcaud until the Twenty fourth day of September in this same Term to bring the Issue above joined on to be tried at which day come the said Nartoom Dawoy and Pattauny Eboroy Ninah by their Attornies aforesaid and the said Abdulcaud although solemnly demanded comes not &

and it appearing to the Court here that the said Abdulcaud hath

hath neglected to bring the Issue above joined on to be tried according to the Course and practice of the said Court. &c Therefore it is Considered that the said Abdulcaud take Nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c. And that the said Nartoom Davay and Pattaumy Chooroy Ninah go thereof without day and it is further Considered by the Court here that the said Nartoom Davay and Pattaumy Chooroy Ninah do recover against the said Abdulcaud Two hundred and Eighty Seven Pagodas and Thirty four fanams for their Costs &c and Charges by them laid out about their defence in this behalf by the Court here adjudged to the said Nartoom &c Davay and Pattaumy Chooroy Ninah and with their assent and that the said Nartoom Davay and Pattaumy Chooroy Ninah have the execution thereof &c.

Judgment as in case of a Non-Suit Signed for the Defendants the 2d day of Dec: 1812.
J Shaw
D.J Prothr

And hereupon the said Gopeeraudy Nartoom Davay and Nawjore Pattaumy Chooroy Ninah Marricayer by Fownes Dickney and John Shaw their attornies pray the writ of Our Lord the King of Capias ad Satisfa-ciendum to be directed to the Sheriff of Madras Commanding him to take the

body

body of the said Gairicah Abdulcauder Marricanyer to satisfy the said Gorzerauty Nartoom Davay and Naugore Pattamy Elovay Ninah Marricanyer the Sum of two hundred and eighty Seven Pagodas and thirty four fanams adjuged to the said Gorzerauty Nartoom Davay and Naugore Pattamy Elovay Ninah Marricanyer for Costs and charges by them Expended about their defence at the Suite of the said Gairicah Abdulcaud Marricanyer - and it is granted unto them returnable here on the Third day of February One thousand eight hundred and thirteen —

Writ of Capias ad Satisfaciendum issued against the Pltff for Costs on the 3d day of December 1812 —

Fourth Term 1812 — 161

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Francis Macnaghten Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year one thousand eight hundred and twelve. ——

Madras to wit } Govindaroo Doss Seroomana Doss put in his place Gilbert Ricketts his attorney against Verjee Booken Doss and Banloo Doss the only surviving Sons and representatives of Daumoodra doss Gheredara Doss deceased in a Plea of Trespass on the Case. ——

Madras to wit. } The said Verjee Booken doss and the said Banloo doss by the said Verjee Booken doss the only surviving Sons and representatives of the said Daumoodra doss Gheredara doss deceased as aforesaid put in their place Thomas Dickens and John Shaw their attorneys respectively at the suit of the said Gheredara doss Seroomana doss in the Plea aforesaid. ——

Madras to wit } Be it remembered that in the Fourth Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of Judicature at Madras came Gheredara doss Seroomana doss by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Verjee Booken doss and Banloo doss 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

Plaints are assumpsit Filed 26th September 1811 J. S.

Madras to Wit Govardana Doss Seromana Doss by Gilbert Richetts his Attorney Complains of Venjee Boberdoss and Baulaudoss the only Surviving Sons and Representatives of Dawnoodana doss Sheredawadoss deceased According to the Hindoo law of Inheritance who have taken possession of the Estate and Property which were of the said Deceased at the time of his death to be Administered and who are respectively Inhabitants of Madras and Subject to the Jurisdiction of this Honorable Court in a plea of Trespass on the case For that Whereas the said Dawnodana doss Sheredawadoss in his life time to wit on the Twenty Ninth day of the Month of Audy in the Year of the Hindoos called Ractaukshy Corresponding with the Ninth day of August in the Year of Christ One Thousand Eight hundred and four at Madras aforesaid According to the usage of the Hindoos made his certain Note in Writing in the Gentoo Language bearing date the same day and year last aforesaid and thereby then and there promised to pay at the expiration of Two Months from the date thereof to the said Govardanadoss Seromana doss the Sum of Eighteen Thousand Three hundred Star Pagodas Current

Current Money of Madras with Interest thereon at the
Rate of Nine per Cent per Annum by means whereof the said
Dawnodara doss Theredara doss in his life time then and
there became liable to pay to the said Govendana doss
Seromana doss 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
the said Dawnodara doss Theredara doss 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
Govendana doss Seramana doss to pay him the said
Sum of Money with Interest in the said Note Mentioned
According to the tenor and Effect of the said Note. And
Whereas also the said Dawnodara doss Theredara doss
in his life time afterwards to wit on the day and
year last aforesaid at Madras aforesaid was
indebted to the said Govendana doss Seromana doss
in the Sum of Twenty Five Thousand Star Pagodas
of like Current Money of Madras for so much
Money by the said Govendana doss Seromana doss
before that time lent and advanced to the said
Dawnodara doss Theredara doss in his life time

And

and at his Special instance and Request and
being so indebted he the said Daumodara dosa
Gheredara dosa in his life time in consideration
thereof afterwards to wit the same day and Year last aforesaid
at Madras aforesaid undertook and then and there faithfully
promised the said Govendana dosa Seromana Dosa to
pay him the said last mentioned Sum of money when he
the said Daumodara dosa Gheredara dosa should be thereto
afterwards requested And Whereas also the said
Daumodara Dosa Gheredara dosa in his life time
aforesaid at Madras aforesaid was indebted to the
said Govendana Dosa Seromana dosa in the further
Sum of Twenty five thousand Star Pagodas of like
Current Money of Madras for so much Money by the
said Daumodara dosa Gheredara dosa in his life time
before that time had and received to the use of the
said Govendana dosa Seromana dosa and being so
indebted he the said Daumodara dosa Gheredara dosa
in his life time in consideration thereof after-
wards to wit on the same day and Year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Govendana dosa Seromana
dosa

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dosa to pay him the said last mentioned sum of money
when he the said Daumodara dosa Sheredara dosa
should be thereto afterwards requested And Whereas
also the said Daumodara dosa Sheredara dosa in
his life time afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid accounted
with the said Govardana dosa Sevomana dosa of
and concerning divers other Sums of Money before
that time due and owing from the said Daumo-
-dara dosa Sheredara dosa to the said Govardana
dosa Sevomana dosa and then being in arrear and
unpaid and upon that accounting the said Daumo-
-dara dosa Sheredara dosa in his life time was then
and there found to be in arrear and indebted to the
said Govardana dosa Sevomana dosa in the further
Sum of Seventy five thousand Star Pagodas of like
Current Money of Madras and being so found in
arrear and indebted he the said Daumodara dosa
Sheredara dosa 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 Govardana
dosa Sevomana dosa to pay him the said last

mentioned Sum of Money when he the said Dawnoo-
-dawa doth Gheredawa doth should be thereto afterwards
requested And Whereas the said Dawnodawa doth
Gheredawa doth in his life Time afterwards to wit on
the First day of July in the Year of Christ One
Thousand Eight Hundred and Seven at Madras
aforesaid was indebted to the said Govardawa doth
Seromawa doth in the Sum of Ten Thousand Star
Pagodas of the Currency aforesaid for so much money
before that Time and then due and payable from the
said Dawnodawa doth Gheredawa doth in his life
Time to the said Govardawa doth Seromawa doth
for Interest upon and for the forbearance of divers
large Sums of money before then lent and advanced
by the said Govardawa doth Seromawa doth to the
said Dawnodawa doth Gheredawa doth in his life
Time and at his special instance and request and by him
the said Govardawa doth Seromawa doth forborne to the
said Dawnodawa doth Gheredawa doth in his life Time
for divers long Spaces of Time before then elapsed
at the like special instance and request of the said
Dawnodawa doth Gheredawa doth in his life Time
and being so indebted he the said Dawnodawa

Doth

dosa Gheredara dosa in his life time in consideration
thereof afterwards to wit on the day and Year last
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Govardana
dosa Devarnana dosa to pay him the said last mentioned
Sum of Money when he the said Daumodara dosa
Gheredara dosa should be thereto afterwards requested
Yet the said Daumodara dosa Gheredara dosa in his
life time and the said Virjee Boohendosa and
Bardas dosa Sons and Representatives as aforesaid
of the said Daumodara dosa Gheredara dosa since
his decease and regarding the said several promises
and undertakings of the said Daumodara dosa
Gheredara Dosa so by him in his life time in
manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly to
deceive and defraud the said Govardana dosa Deva-
rnana dosa in this behalf have not nor hath any
or either of them yet paid the said Sum of
Money in the said Note first Count mentioned or the interest
thereof or any part thereof according to the tenor of the
said Note or the said several Sums of money
in the four last Counts mentioned or any or
either

either of them or any part thereof to the said Govardana
dosa Seromana dosa (although so to do he the said
Daumodara Dosa Gheredara dosa in his life time and
the said Venjie Boohendosa and Baulu dosa sons
and Representatives as aforesaid since his decease)
were severally requested by the said Govardana dosa
Seromana dosa to wit at Madras aforesaid) But to pay
the same the said Daumodara dosa Gheredara dosa
in his life time and the said Venjie Boohen dosa
and Baulu dosa sons and Representatives as aforesaid
since his decease have and each of them hath wholly
refused and the said Venjie Boohen dosa and Baulu
dosa as the sons and Representatives as aforesaid do
still respectively refuse To the damage of the said
Govardana dosa Seromana Dosa of Twenty five
thousand Star Pagodas and therefore he brings suit &c.

And afterwards that is to say in the
First Term one thousand eight hundred and
Twelve until which Term the said Venjie Booheu-
dosa and Baulodosa as the Surviving sons and
Representatives of the Daumoodanadosa Gheredara dosa
deceased had leave to impart to the said Plaint and
them to answer the same came as well the said
Govardana

Impartance

Govardana Dosa Seroorana Dosa by Gilbert Richetts his said Attorney as the said Verjee Bookendosa and Bauloodosa by Forrnes Disney and John Shaw their said Attorneys and the said Verjee Bookendosa by his said Attornies and Bauloodosa by the said Verjee Bookendosa who is admitted by the Court of our Lord the King here to defend for the said Bauloodosa who is under the age of Sixteen Years Defend the Wrong and injury — when &c and say that the said Dawnoodanadosa Theredanadosa deceased in his life time did not undertake or promise in manner and form as the said Govardana dosa Seroorana dosa hath above thereof complained and of this they put themselves upon the Court. —

Plea Filed 10th Febl 1812 — G.

And the said Govardana — Dosa Seroorana Dosa doth the like. —

Issue joined

And upon this the said Verjee Bookendosa and Bauloo Dosa pray that the said Govardana Dosa may bring the Issue above joined on to be tried according to the Course and practice of the said Court and thereupon a Day is given by the said Court here to the said Govardana Dosa until the Twenty fourth day of September in this same Term to bring the Issue above joined or to be tried

Judgment as in case of a nonsuit by Order of Court —

Fourth Term 1812.

at which day come the said Verjee Bookan Doss and Banloo Doss by their Attorney aforesaid and the said Goverdana Doss although demanded comes not — and it appearing to the Court here that the said Goverdana Doss hath neglected to bring the Issue above joined on to be tried according to the Course and practice of the said Court Therefore it is Considered that the said Goverdana Doss take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c. and that the said Verjee Bookan Doss and Banloo Doss go thereof without day and it is further Considered by the Court here that the said Verjee Bookan Doss and Banloo Doss do recover against the said Goverdana Doss Three hundred and Sixty Six Pagodas and Forty Fanams for their Costs and Charges by them laid out about their defence in this behalf by the Court here adjudged to the said Verjee Bookan Doss and Banloo Doss and with their assent and that the said Verjee Bookan Doss and Banloo Doss have Execution thereof &c. —

Judgment as in case of a nonsuit Signed for the Defendants the Seventh day of Dec. 1812.
J. Shaw
Dy Prothy

And thereupon the said Verjee Bookan Doss and Banloo Doss Sons and

personals

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personal representatives of Daumodara Doss
Gheredara Doss deceased by Fownes Disney and
John Shaw their Attorneys pray the writ of our
Lord the King of Capias ad Satisfaciendum
to be directed to the Sheriff of Madras Com-
-manding him to take the body of the said
Govurdana Doss Seromana Doss to Satisfy the
said Verjee Bookun Doss and Baubra Doss
the Sum of three hundred and Sixty Six
Pagodas and forty fanams adjudged to the said
Verjee Bookun Doss and Baubra Doss
for costs and Charges by them Expended about
their defence at the Suit of the said
Govurdana Doss Seromana Doss - And it
is granted unto them returnable here
on the third day of February One
thousand eight hundreds and thirteen —

Writ of Capias ad Satisfaciendum issued against the Plaintiff for costs on the 3d day of Decemr 1812

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Fourth Term 1812 —

Chas before the Honble Sir Thomas Andrew Strange Knight Chief justice The Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundreds and Twelve. ——

Madras to wit — } Comarattamall Widow and Succestor to the Estate and Credits of Coolampankum Ponnappa Moodeliar deceased put in her place James Morris her attorney against Terovvercandoo Vengoo Moodeliar in a Plea of Trespass on the Case. ——

Madras to wit. } The said Terovvercandoo Vengoo Moodeliar puts in his place Gilbert Ricketts his attorney at the Suit of the said Comarattamall 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 Twelve before the Supreme Court of judicature at Madras came Comarattamall by James Morris her Attorney and brought into the said Court then there her certain plaint against the said Terovvercandoo Vengoo Moodeliar in a Plea of Trespass on the Case and there Pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words that is to say: ——

Madras —

No. 57 —

Plaint in assumpsit. Filed 9th June 1812 — L.

Madras (to wit) Coorarattanmall Widow and Successor (according to the laws of the Hindoos) to the estate and credits which were at the time of his death of Coottampaukam Ponnappa Modeliar deceased who was a Hindoo Native of India by James Morris her Attorney Complains of Seroovercaudoo Vengoo Modeliar being a Hindoo Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court of a Plea of trespass on the Case For that whereas heretofore and in the life time of the said Coottampaukam Ponnappa Modeliar to wit on the first day of January in the Year of Christ One thousand eight hundred and eleven at Madras the said Vengoo was indebted to the said Coottampaukam Ponnappa Modeliar in the Sum of Eight hundred Star Pagodas of the Current Money of Madras for money by the said Vengoo before that time had and received to the use of the said Coottampaukam Ponnappa Modeliar And being so indebted the said Vengoo in Consideration thereof afterwards to wit on the

the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Coottampauhoon Sonnappa Modeliar in his life time to pay him the said Sum of Money when he the said Vengoo should be thereto afterwards requested. And Whereas the said Vengoo afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Coottampauhoon Sonnappa Modeliar in his life time in the further Sum of Eight hundred Star Pagodas of like Current Money of Madras for Money by the said Coottampauhoon Sonnappa Modeliar before that time lent and advanced to the said Vengoo and at his like special instance and Request and being so indebted the said Vengo 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 Coottampauhoon Sonnappa Modeliar in his life time to pay him the said last mentioned Sum of Money

when he the said Vengoo should thereto after-
wards requested. And Whereas the said Vengoo
afterwards to wit on the same day and year
aforesaid at Madras aforesaid accounted with the
said Coottampauchoon Ponnappa Modeliar his
life time of and Concerning divers other Sum of
Money before that time due and owing from the
said Vengoo to the said Coottampauchoon Ponnappa
Modeliar and then being in arrear and unpaid
upon which Accounting the said Vengoo was then
and there found to be in arrear and indebted
to the said Coottampauchoon Ponnappa Modeliar
in the further Sum of Eight hundred Star-
Pagodas of like Current Money of Madras
and being so found in arrear and indebted the
said Vengoo 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 Coottampauchoon Ponnappa Modeliar in
his life time to pay him the said last mentioned
Sum of money when he the said Vengoo should be
thereto afterwards requested Yet the said Vengoo
not

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of regarding his said Several promises and under-
takings so by him in Manner and form aforesaid
made but Contriving and fraudulently intending
Craftily and Subtilly to deceive and defraud the said
Coottampauhom Pannaspa Modeliar in his life
time and the said Comarattanaile Widow and
Surrefsor as aforesaid in this behalf did not at any
time in the life time of the said Coottampauhom
Pannaspa Modeliar pay to the said Coottampauhom
Pannaspa Modeliar and since the death of the
said Coottampauhom Pannaspa Modeliar
hitherto hath not paid to the Comarattanaile Widow
and Surrefsor as aforesaid the said several Sums
of Money or any or either of them or any part thereof
although So to do the said Vengoo was requested by
the said Coottampauhom Pannaspa Modeliar
in his life time to wit on the day and year aforesaid
and by the said Comarattanaile Widow and Surrefsor
as aforesaid after the death of the said Coottam-
pauhom Pannaspa Modeliar to wit on the
thirtieth day of May in the Year of Christ One
Thousand Eight hundred and Twelve and

often

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1812

Judgment Roll

Fourth Term

Section 21.

often times afterwards at Madras aforesaid) But to
pay the same the said Vengoo hath hitherto &
Wholly refused and he still doth refuse to pay the &
same to the said Comarattamall Widow and Succeſsor
as aforesaid And Whereas afterwards and after the
death of the said Coottumpauhorn Ponnappa Moodelior
to wit on the day and year last aforesaid at Madras
aforesaid the said Vengoo accounted with the said &
Comarattamall Widow and Succeſsor as aforesaid &
of and Concerning divers Sums of Money before &
that time due and owing from the said Vengoo &
to the said Comarattamall Widow and Succeſsor as
aforesaid and then being in arrear and unpaid
upon which accounting the said Vengoo was then
and there found to be in arrear and indebted to the
said Comarattamall Widow and Succeſsor as afores
said in the further Sum of Eight hundred Star
Pagodas of like Current Money of Madras and being
so found in arrear and indebted the said Vengoo
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 &

Comarattamall

Comaraltamall widow and Succeſsor as aforesaid to pay her the said last mentioned Sum of Money when he the said Vengoo should be thereto afterwards requested yet the said Vengoo not regarding his said last mentioned promise and undertaking so by him in manner and form aforesaid made but Contriving and and fraudulently intending craftily and subtilly to deceive and defraud the said Comaraltamall widow and Succeſsor as aforesaid in this behalf hath not yet paid the said last mentioned Sum of Money or any part thereof to the said Comaraltamall Widow and Succeſsor as aforesaid although so to do the said Vengoo was requested by the said Comaraltamall Widow and Succeſsor as aforesaid 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 Comaraltamall widow and Succeſsor as aforesaid the said Vengoo hath hitherto wholly refused and still doth refuse To the damage of the said Comaraltamall Widow and Succeſsor as aforesaid of Eight Hundred

Pd £7

Hundred Star Pagodas and therefore She brings &c
her Suit &c.

And afterwards to wit on the Tenth day of
July in the Vacation after the Second Term of the Year
one Thousand eight hundred and Twelve in the said Supreme
Court of Judicature at Madras until which day the said
Imparlance Tevoovercaudoo Vengoo Moodelliar had leave to imparl to the
said Plaint and then to Answer the same came as well
the said Comarattanaiall by her said Attorney as the said
Tevooverraudoo Vengoo Moodelliar by his said Attorney and
the said Tevooverraudoo Vengoo Moodelliar Defends the
Plea filed July 10th 1812. G. A. wrong and injury when &c. and as to all the said supposed
promises and undertakings of the said Vengoo Moodelliar
in the said declaration mentioned, and as to all the sums
of Money therein mentioned and Specified except as to
Two hundred and forty Seven Pagodas twenty two
fanams and forty Cash part and parcel of the said
Several Sums of Money in the said declaration also
mentioned says, that he did not undertake and promise
in manner and form as the said Comarattanaiall
hath above thereof complained against him, and this
he prays may be enquired of by the Court and as to the
said Two hundred and forty Seven Pagodas twenty two
fanams and forty Cash part and parcel of the said
Several Sums of money in the said declaration
Mentioned

mentioned, the said Vengoo Moodelliar says that the said
Comarattamall ought not to have maintain her aforesaid
action in this behalf against him the said Vengoo
Moodelliar to recover any more or greater damages
than the said Two hundred and forty Seven Pagodas
twenty two fanams and forty Cash, because he says
that he the said Vengoo Moodelliar after the making
of the said several promises and undertakings of him
the said Vengoo Moodelliar in the said declaration
mentioned and before the filing of the said declaration
of the said Comarattamall in this behalf to wit on
the Ninth day of May in the Year One thousand
Eight hundred and twelve at Madras aforesaid
there was due from him the said Vengoo Moodelliar
to the said Comarattamall the sum of Two hundred
and forty Seven Pagodas twenty two fanams and
forty Cash and no more and that he always hitherto
was and still is ready to pay to the said Comarattam-
mall the said sum of Two hundred and forty Seven
Pagodas twenty two fanams and forty Cash and
that he the said Vengoo Moodelliar before the filing

of

of the Declaration of the said Comarattanall to wit
on the said Ninth day of May in the said Year of
of Christ one thousand Eight hundred and twelve &
Madras aforesaid tendered and offered to pay to the said
Comarattanall the said Sum of Two hundred and
forty Seven Pagodas twenty two fanams and forty Cash
which said Sum of Two hundred and forty Seven
Pagodas twenty two fanams and forty Cash the said
Comarattanall then and there wholly refused to
receive from the said Vengoo Moodelliar and the
said Vengoo Moodelliar now brings the said Two
hundred and forty Seven Pagodas twenty two fanams
and forty Cash here into Court, ready to be paid to
the said Comarattanall if she the said Comarattanall
will accept the same, and this he the said Vengoo
Moodelliar is ready to verify, wherefore he prays
Judgement, if the said Comarattanall ought to
have or maintain her aforesaid action thereof
against him the said Vengoo Moodelliar to
recover any more or greater damages than the said
Two hundred and forty Seven Pagodas twenty two

fanams

Fanams and Forty Cash in this behalf &c.

And afterwards to wit in the Third Term

Replication Filed 21st July 1812 - L.S.

of the said Year of Christ One Thousand Eight hundred and Twelve Came the parties aforesaid by their Attornies aforesaid and thereupon as to the said Plea of the said Vengoo Moodaliar by him first above pleaded in Bar And in respect to the Matter whereof the said Vengoo Moodaliar hath Prayed that the same May be enquired of by the Court, the said Comarattanale doth the like, And as to the said Plea of the said Vengoo Moodaliar by him Secondly above Pleaded in bar the said Comarattanale saith that by reason of any thing therein Contained she ought not to be barred from having and Maintaining her aforesaid Action thereof against the said Vengoo Moodaliar to recover Greater damages than Two hundred and Forty Seven Pagodas Twenty two Fanams and Forty Cash by reason of the not performing the Several Promises and undertakings of the said Vengoo Moodaliar in the said declaration Mentioned, because She Saith that though true it is the said Vengoo

Vengoo

Vengoo Moodaliar did tender and offer to pay to her
the said Comarattanmall the said Sum of Two
hundred and Forty Seven Pagodas Twenty Two
Fanams and Forty Cash in Manner and Form
as the said Vengoo Moodaliar hath above in his
Pleading alleged - Yet for Replication in this behalf
the said Comarattanmall saith that she hath
sustained damage by reason of the Nonperformance
by the said Vengoo Moodaliar of his several
Promises and Undertakings in the said declaration
Mentioned to a much larger Sum of Money than
the said Two hundred and Forty Seven Pagodas
Twenty two Fanams and Forty Cash /that is to say/
to the Sum aforesaid of Eight hundred Star Pagodas
of the Current Money of Madras to wit at Madras
aforesaid - And this she the said Comarattanmall
prays may be inquired of by the Court -

And the said Vengoo
Moodaliar doth the like. -

Afterwards for the Trial of the issue
so as aforesaid joined a day was given by the Court to
the

Vengoo joined

Judgment on
a Verdict in
Assumpsit -

the parties respectively.-

At which day being the Twenty ninth day of July in this Term come as well the said Comma-ratturnall as the said Vengoo 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 have pronounced that the said Vengoo did undertake and promise to the said Cattamiparra-Iloor Sonnapppa Modeliar in his life time in manner and form as the said Comaratturnall Widow and Succession as aforesaid hath above thereof complained against the said Vengoo- and the Justices of this Court have assessed the damages sustained by the said Comaratturnall by reason of the non performance by the said Vengoo of his several promises and undertakings in the Plaint mentioned at the sum of Four hundred Star Pagodas- and hereupon the said Comaratturnall freely how in Court remits to the said Vengoo the Costs and Charges expended

by

by her on and about the prosecution of her suit on
this behalf and prays judgment for the said sum
of Four hundred Star Pagodas — It is therefore
considered and adjudged that the said Comarattamall
Widow and Successor as aforesaid recover against
the said Vengoo her damages aforesaid to the said
sum of Four hundred Star Pagodas — and the
said Vengoo in Mercy &c.

judgment Signed for the Plaintiff the second day of Decemr. 1812.

Shaw
Pr Pratt

Mercy

And hereupon the said
Comarattamall Widow and Successor to the
Estate and Credits of Coutampauckom Ponnappa
Modelliar deceased by James Morris
her Attorney prays the writ of our Lord the
King of Capias ad Satisfaciendum to be
directed to the Sheriff of Madras Commanding
him to take the Body of the said
Teroovercandoo Vengoo Modelliar to
Satisfy the said Comarattamall of four
hundred Star Pagodas which the said
Comarattamall recovered against the said
Teroovercandoo

Fourth Term 1812.

Terrovercandoo Vengoo Moodelliar for damages
sustained as well by reason of the non=
performance of certain promises and
undertakings lately made by the said Terro=
=vercandoo Vengoo Moodelliar to the said
Writ of Capias Komarattamall - And it is granted
ad Satisfaciendum
issued on the writs her returnable here on the
2d day of
Decr 1812 Second day of February One thousand
eight hundred and thirteen ——

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Frances Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year one thousand eight hundred and Twelve. ———

Madras to wit } Mootaliyr Vencataraawmyer puts in his place Fornes Disney and John Shaw his Attornies against Cunda Sawmy Chitty in a Plea of Debt. ——

Madras to wit } The said Cundasawmy Chitty puts in his place James Morris his Attorney at the Suit of the said Mootaliyr Vencataraawmyer in the Plea aforesaid. —

Madras to wit } Be it remembered that in the Second Term in the year of Christ One thousand eight hundred and twelve before the Supreme Court of judicature at Madras came Mootaliyr Vencataraawmyer by Fornes Disney and John Shaw his attornies and brought into the said Court then there his certain Plaint against the said Cundasawmy Chitty in a Plea of Debt ~~on the Case~~ and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followed in these words that is to say. ——

Madras

Plaint in Debt
Filed 30th March
1812 -
LS

Madras (to wit) Mootalyer Vencataramanayer by Thomas Disney and John Shaw, his attornies, complains of Cunda Sawmy Chitty, who is a Hindoo Inhabitant of Madras, and as such a person subject to the jurisdiction of this Honorable Court, of a plea, that he render to him, the said Vencataramanayer One thousand and Two hundred Star Pagodas which, he the said Cundasawmy owes to, and unjustly detains from him, For that Whereas the said Cundasawmy heretofore to wit, on the Sixteenth day of September in the year of Christ One thousand eight hundred and eleven at Madras aforesaid, by his certain Writing Obligatory, Sealed with the Seal of the said Cundasawmy and to the Court now here Shewn the date whereof is on the day and year aforesaid acknowledged himself (by the name and desceription of Cundasawmy Chitty of Madras Attorney to Soorea Narrain Chitty) to be held and firmly bound unto the said Vencataramanayer in the said Sum of One thousand and two hundred Star Pagodas above demanded to be paid to the said Vencataramanayer when he the said Cundasawmy should be thereunto afterwards requested, Yet the said Cundasawmy (although

after

No. 58.

often requested) hath not yet paid the said Sum
of One thousand and Two hundred Star Pagodas
above demanded, or any part thereof to the said
Vencatarawmyer, but to pay the same or any
part thereof, he the said Cundasawmy hath
hitherto wholly refused and still refuses so to do,
to the damage of the said Vencatarawmyer of
One hundred Star Pagodas and therefore he
brings his suit &c.

And afterwards that is to say in the
Third Term One thousand eight hundred and
Twelve until which Term the said Cunda-
sawmy Chitty had leave to imparl to the said
Plaint and then to answer the same came as
well the said Mootaliyer Vencatarawmyer by his
said Attorney as the said Cundasawmy
Chitty by his said Attorneys and the said
Cundasawmy Chitty defends the wrong and
injury when &c. and craves Oyer of the said
writing Obligatory and it is read to him in
these words (to wit) "Know all Men by these
Presents, that I Cunda Sawmy Chitty of
Madras Attorney to Sooria Chitty am held and
firmly bound unto Mootaliyer Vencatara-
wmyer of the same place in the penal Sum
of

imparlance

Plea filed 25th July 1812 - H

of Twelve Hundred Star Pagodas Current
Money of Madras to the payment whereof well
and truly to be made to the said Mootaluyer
Vencatarawmayer his Heirs Executors Adminis-
trators or Assigns I do hereby bind myself my
Heirs Executors and Administrators firmly by these
Present In Witness whereof I have hereunto set my
hand and Seal in Madras this 16th Sixteenth day
of September in the Year One Thousand Eight
hundred and Eleven" And the said Gundagunny
Chitty also Craves Oyer of the Condition to the said
writeing obligatory and it is read to him in these
words to wit "Whereas the above bound Gunda-
gunny Chitty attorney to Soorea Narrain Chetty
borrowed and received of the above named Moota-
luyer Vencatarawmayer the full and just Sum of
Six Hundred Star Pagodas Current Money of
Madras to own at Interest at the rate of 16 Six
per cent per Annum payable on the 30th day of
November next Star Pag.s (200) Two hundred the remainder
with Interest on the 30th day of Sept.r 1812 next.
Now the Condition of this obligation is such
that

that if the above bound Cunda Sawmy Chitty Attorney to Soovea Narrain Chitty his heirs Executors Administrators or afsigns shall well and truly pay or cause to be paid unto the said Mootaliyer Vencataramanayer his heirs Executors Administrators or afsigns the full and just Sum of Six hundred Star Pagodas Current Money of Madras together with such Interest as shall or any 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 Cundasawmy saith that the said Vencataramanayer ought not to have or maintain his aforesaid action against him the said Cundasawmy because he the said Cundasawmy saith that after the thirtieth day of November mentioned in the condition to the said writing Obligatory and before the preferring of the Aplaint in this behalf to wit on the Twentieth day of March in the year of Christ One Thousand Eight hundred and twelve at Madras aforesaid he the said Cundasawmy well and truly paid to the said Venkataramanayer the full Sum of Two hundred

Star

Star Pagodas Mentioned in the same Condition according to the form of the Statute in such Case made and provided and this he the said Cundasawmy is ready to verify Wherefore he prays judgment if the said Venctarawmyer ought to have or maintain his aforesaid action against him the said Cundasawmy

Replication filed 27th July 1812 JS

And afterwards to wit in the same Third Term of the said Year One Thousand Eight hundred and twelve came the parties aforesaid by their Attorneys aforesaid And thereupon the said Venctarawmyer as to the said Plea of the said Cundasawmy 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 his aforesaid Action thereof maintained against the said Cundasawmy because he says that the said Cundasawmy did not pay to the said Venctarawmyer the said Sum of Two Hundred Star Pagodas in the said Condition of the said Writing Obligatory Mentioned according to the form of the Statute in such case made and provided as the said Cundasawmy hath in his said Plea alledged. And this the said Venctarawmyer

Venkataramanayer prays may be required of by the
Court and the said Cundasawmy doth the like.

Judgment on a Verdict in Debt—

And now in this Third Term in the
year one Thousand eight hundred and twelve
that is to say, on the Sixth day of August which day
was given as well to the said Venkataramanayer
as to the said Cundasawmy to inform the Court
in the premises Come the parties aforesaid by
their Attornies aforesaid and the Justices of the said
Court having heard the respective allegations of the
parties and examined the truth thereof and having
heard and duly and deliberately considered the
evidence on both Sides, say that the said Cundasaw-
my did pay to the said Venkataramanyer Sixty
Pagodas part of the Sum of Two Hundred Pagodas
in the plea of the said Cundasawmy by him
above pleaded mentioned but that the said
Cundasawmy did not pay to the said Venkata-
ramanyer the Sum of One hundred and Forty
Pagodas residue of the said Sum of Two
hundred Pagodas or any part thereof in manner
and form as in and by the said Plea of the
said Cundasawmy is above alledged and

the

Fourth Term 1812.

the Justices of the said Court find that the said Venkatarawmyer hath sustained damages by reason of the breach of the said condition of the said Writing Obligatory in the said Plea of the Venkatarawmyer by him above pleaded by way of reply set forth and assigned and they assess the damages which the said Venkatarawmyer hath sustained thereby to One Hundred and forty Pagodas Therefore it is Considered, That the said Venkatarawmyer do recover against the said Cundasawmy his said Debt, and also One hundred and Eighty six Pagodas and thirty eight Fanams for his damages which he hath sustained as well by occasion of the detention of the said debt as for his Costs and Charges by him about his Suit in this behalf expended by the Court here adjudged to the said Venkatarawmyer with his assent and the said Cundasawmy in Mercy Mercy &c.

Judgment Signed for the Plaintiff the 2d day of Dec: 1812 - J. Shaw 94 Pcodas

Mercy -

Fourth Term 1812. —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and the Honble Sir Francis Macnaghten Knight one of his Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. —

Madras to wit - } John Doe on the Demise of Ummanjeemmall the Widow and Varadarayah the adopted Son and representatives of Thillaindungan Parea Paroomaul Moodeliar deceased and of Ponnapankom Soobarya Moodeliar put in their place Forrest Disney and John Shaw their Attorneys against Terouvengadom Moodeliar in a plea of Trespass on the Case and Ejectment. —

Madras to wit - } The said Terouvengadom Moodeliar puts in his place William Light his Attorney at the Suit of the said John Doe in the plea aforesaid —

Madras to wit — } BE it remembered that in the Second Term in the year of our Lord One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came John Doe on the Demise of Ummanjeemmall and Ponnapankom Soobarya Moodeliar by Forrest Disney and John Shaw their Attorneys and brought into the said Court then there their certain Plaint against the said Terouvengadom Moodeliar in a plea of Trespass on the Case and Ejectment and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras —

No. 50

Amended plaint in Ejectment Filed 8th March 1812 - JS.

Madras (to wit) John Doe by Fownes Disney and John Shaw his Attornies Complains of Teruven=gadarn Moodeliar, who is a Hindoo Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court of a Plea of Trespass and an Ejectment. For that Whereas Ummanyummaul the Widow and Sarudarangah the adopted Son and Representatives of Thillevadungan Parea. Paroomaul Moodeliar deceased heretofore to wit on the third day of December in the year of Christ One thousand eight hundred and ten at Madras had demised, granted, and to farm, let out to the said John, five Messuages, five dwelling Houses, five out Houses, five other buildings, and five acres of Land with the appurtenances thereunto belonging, situate, lying and being in Peddoo Naicks pettah in Tremaliaspeah Maistrys ally in the Black Town of Madras aforesaid and within the Jurisdiction of this Honorable Court To have and to hold the said premises with the appurtenances to the said John and his assigns from the said third day of December for and during and unto the full end and term of five years then next ensuing and fully to be compleat and ended and Whereas

Pomapaumburn

Fourth Term 1812

Perrapauthoren Soobbaroya Modeliar afterwards to wit
on the Second day of June in the Year of Christ One
thousand eight hundred and Eleven at Madras aforesaid
had demised granted and to farm let out, to the said John,
five other Messuages five other dwelling Houses, five
other out houses, five other buildings and five Acres
of land with the appurtenances thereunto belonging situate
lying and being at Peddoo Naicka pettah in Commaupeah
Maistrys Ally in the Black town of Madras aforesaid
and within the Jurisdiction of this Honorable Court
To have and to hold the said last mentioned premises
with the appurtenances to the said John and his assigns
from the Second day of June in the year aforesaid for
and during and unto the full end and term of five
Years, then next ensuing and fully to be Compleat
and ended by virtue of which said Several demises,
the said John entered into the Several premises
aforesaid with the appurtenances to demised to him
as aforesaid and was possessed thereof he the said
Peruvengadum Modeliar afterwards to wit on the
Fourth day of the said Month of June in the year
last aforesaid with force and Arms &c entered into the

said

said several premises with the appurtenances in the possession of the said John and then and there ejected drove out and removed the said John from his said several farms his said several terms therein not being yet ended and him the said John do eject, drove out and removed hath kept out, and still doth keep out of and from his possession &c thereof, and other injuries &c to him then and there did against the peace of our Sovereign Lord the King and to the damage of the said John of Two hundred Star Pagodas and therefore he brings his suit &c.

And afterwards that is to say in the Second Term one thousand eight hundred and Twelve until Which Term the said Seruvengadom Moodeliar had leave to imparl to the said Plaint &c and then to answer the same came as well the said John Doe by his said Attorney as the said Seruvengadom Moodeliar 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 &c Manner and form as the said John Doe hath above thereof Complained against him and of this he puts himself upon the Court &c.

imparlance

Olea Filed 4th April 1812 — L.L

And the said John Doe

Glen joined

Doe doth the like. -

Judgment for the Lessor of the Plaintiff -

And now in this Fourth Term in the year One Thousand eight hundred and Twelve that is to say on the Twenty fifth day of September until which day was given as well to the said Lohn as to the said Trevengadoon to inform the Court of the premises Come before the Court as well the said John by his Attornies aforesaid as the said Trevengadoon by his Attorney aforesaid and the Justices of the said Court having heard the Allegations of the said Parties and examine the truth thereof and duly and deliberately Considere the evidence produced on both Sides say that the said Trevengadoon is guilty of the Trespass and Ejedment above laid to his Charge in manner and forme as the said John hath above thereof Complained against him Therefore it is Considered by the said Justices of the said Court here that the said John do recover against the said Tervuvengadom his said Term yet to come of and in the tenements aforesaid with the appurtenances and also the Sum of Two hundred and Thirty Seven Pagodas and Two Fanams for his Costs and Charges by the Court now here adjudged to the said John and with his assent. And let the said Tervuvengadom

Judgment Signed for the Lessor of the Plaintiff the 2.d day of Dec.r 1812. J. Shaw Dy Prothy

Read by
Amendment
1 Sept. 19
June 1807



1812.

Judgment Roll

Fourth Term

Section 22nd

Termeingadown he taken &c. And hereupon the said Sr
John prays the Writ of our said Lord the King to be
directed to the Sheriff of Madras to cause the said John
to have possession of his said Term yet to come of &c
and in the tenements aforesaid with the appurtenances
and it is granted to him &c. —

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strenge 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 in the year One thousand eight hundred and Twelve ——

Fort St George Madras to wit } Jacob Pascal puts in his place William Light his attorney against Durmvada Lingapah and Nor-buttee Kistnarow in a Plea of Debt. ——

Fort St George Madras to wit } The said Durmvada Lingapah puts in his place Daniel Neale his attorney and the said Norbuttee Kistnarow in his own proper person at the Suit of the said Jacob Pascal in the Plea aforesaid ——

Fort St George Madras to wit } Be it remembered that in the Vacation after the Fourth Term in the year of our Lord One thousand eight hundred and Ten before the Supreme Court of judicature at Madras came Jacob Pascal by William Light his attorney and brought into the said Court then there his certain plaint against the said Durmvada Lingapah and Norbuttee Kistnarow in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said plaint followed in these words that is to say —

Fort St George

504 Fourth Term 1812.

Plaint in Debt
Filed 13th Novmr.
1810 WK

Fort Saint George Madras to Wit Jacob Pascal by
William Leight his Attorney Comptains of
Durmvada Singapah and Nowbuttee Kistnarow
Hindoo Inhabitants of Madras respectively and &
as such persons subject to the Jurisdiction of
this Honorable Court of a Plea that they the said
Durmvada Singapah and Nowbuttee Kistnarow
render unto him the said Jacob Pascal the Sum
of Seven hundred and forty two Star Pagodas of
the Current money of Madras which they owe to
and unjustly detain from him For that Whereas
the said Durmvada Singapah and Nowbuttee
Kistnarow heretofore to wit on the Sixth day of
October in the Year of our Lord One Thousand
Eight hundred and Eight at Madras aforesaid by
their certain writing Obligatory Sealed with the Seal
of the said Durmvada Singapah and Nowbuttee
Kistnarow and to the Court now shewn the date
whereof is the day and year aforesaid acknowledge
themselves Jointly and Severally to be held and
firmly bound unto the said Jacob Pascal in the
Sum

said Sum of Seven hundred and forty two Star Pagodas to be paid to the said Jacob Pascal when they the said Duruvasa Singapah and Nonabattee Kistnarow should be thereunto afterwards requested Yet the said Duruvasa Singapah and Nonabattee Kistnarow although often requested to pay the same have not nor hath either of them yet paid the said Sum of Seven hundred and forty two Star Pagodas above demanded or any part thereof to the said Jacob Pascal but they the said Duruvasa Singapah and Nonabattee Kistnarow have and each of them hath hitherto wholly refused and still do refuse to the damage of the said Jacob Pascal of Twenty Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the Fourth Term one thousand eight hundred and Eleven until which which Term the said Duruvasa Singapah and Nonabattee Kistnarow had leave to imparl to the said Plaint and then to answer the same came as well the said Jacob Pascal by his said Attorney as the said Duruvasa Singapah and Nonabattee Kistnarow

Imparlance

Plea Filed 18th Sept. 1811 — JS

Kistnarauw by his said Attorney and the said Duruw-
=vada Lingapah and Nowbattee Kistnarauw defend-
the wrong and injury when &c. and says that the
Writing Obligatory in the Plaint mentioned, is not —
his Deed, and of this he puts himself upon the Court &c —

Issue joined

And the said Jacob doth the like. —

Afterwards that is to say on the

judgment for the Plaintiff on a Verdict in debt.

thirtieth day of September in this Term 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 Obligations
of the said parties and the Depositions of the
Witnesses in Regard thereto it appears to the Court
that the said Writing Obligatory in the said
Plaint of the said Jacob Pascal mentioned is
the Deed of the said Duruvada Lingapah
and Nowbattee Kistnarauw and that the said
Duruvada Lingapah and Nowbattee Kistnarauw
do owe to and detain from the said Jacob Pascal
the said Sum of Seven Hundred and forty-
two Star Pagodas in Manner and Form as the
said Jacob Pascal hath above thereof complained
against them It is therefore adjudged by the Court

Judgment Entered for the Plaintiff the 5th day of Dec: 1812
J. Shaw

that the said Jacob Pascal do Recover Against the said Duruvada Lingapah and Nowbuttee Kistnaroo his said Debt and also Two Hundred and fifty one Star Pagodas and thirty Seven fanams for his Damages which he hath Sustained as well by occasion of the detaining the said Debt as for his Costs and Charges by him laid out about his Suit in this behalf by the Court here adjudged to the said Jacob Pascal and with his assent and the said Duruvada Lingapah and Nowbuttee Kistnaroo in Mercy &c.—

Mercy

And hereupon the said Jacob Pascal 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 Bodies of the said Duruvada Lingapah and Nowbuttee Kistna row to satisfy the said Jacob Pascal of Seven hundred and forty two Star Pagodas for Debt which the said Jacob Pascal recovered against the

the said Durvadas Singappah and Narbutdas Kistna Row and also two hundred and fifty one Star Pagodas and thirty Seven fanams aggreed to the said Jacob Pascal for his damages which he had sustained as well by 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 Writ of Ba: Sa: issued on the 5th day of Dec: 1812 — returnable here on the Twelfth day of December instant. ——

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year one thousand eight hundreds and Twelve. ——

Madras to wit — Barry Harwood Smith puts in his place John Carruthers his Attorney against Robert William Bruce in a plea of Debt. ——

Madras to wit — The said Robert William Bruce in his own proper person at the Suit of the said Barry Harwood Smith in the Plea aforesaid. ——

Madras to wit — Be it remembred that in the Vacation after the Fourth Term in the Year of our Lord One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Barry Harwood Smith by John Carruthers his Attorney and brought into the said Court then there his certain plaint against the said Robert William Bruce 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 Dec. 1812
J. J.

Madras to Wit. Harry Harwood Smith by John Carruthers his Attorney Complains of Robert William Bruce of the Surviving Partner on Trade of Robert Scott deceased and which said Robert William and the said Robert Scott are Trading under the Name and Style of Bruce and Scott who is an Inhabitant of Madras and is Subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Harry Harwood the Sum of Two Thousand and Three Hundred Star Pagodas Twenty five Fanams and Sixty Cash of the Lawful Current Money of Madras which he owes to and unjustly detains from him. For that Whereas the said Robert William (by the Name and Addition of Robert Wm Bruce of Madras Merchant Surviving partner of the late Robert Scott deceased and heretofore carrying on Trade with the said Robert Scott as Merchants at Madras, under the Firm of Bruce & Scott heretofore to wit on the Twenty Second of September in the present Year One Thousand Eight hundred and Twelve at Madras aforesaid by his certain Writing Obligatory Sealed with his Seal and to the Court now here shewn the date Whereof is the same day and year

aforesaid acknowledged himself to be held and
firmly bound unto the said Harry Harwood in the
said Sum of Two Thousand and Three Hundred
Star Pagodas Twenty five Fanams and Sixty Cash
above demanded to be paid to the said Harry
Harwood when he the said Robert William
should be thereunto afterwards requested Yet the said
Robert William although after requested so to do hath
not as yet paid the said Sum of Two Thousand and three
hundred Star Pagodas Twenty five Fanams and Sixty
Cash above demanded or any part thereof to the said
Harry Harwood he the said Robert William hath
hitherto wholly refused and still refuses so to do - To
the damage of the said Harry Harwood of Fifty Star
Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And the said Robert William Bruce by
Robert Brune 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
Harry Harwood Smith whereby the said Harry
Harwood Smith remains therein undefended
against the said Robert William Bruce. Therefore

Judgment Signed for the Plaintiff the

it

it is considered that the said Harry Harwood Smith recover against the said Robert William Bruce as such Surviving partner of the said Robert Scott his said Debt and also the Sum of fifty five Pagodas and Sixteen fanams for his damages which he the 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 and by the Court here adjudged to the said Harry Harwood Smith and with his assent and the said Robert William Bruce in Mercy &c

And hereupon the said Harry Harwood Smith 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 Robert

Robert William Bruce within the jurisdiction
of this Court by Seizure and if it be necessary
by Sale thereof the Sum of two thousand and
three hundred Star Pagodas twenty five fanams
and Sixty Cash for Debt which he the said
Harry Harwood Smith recovered against the
said Robert William Bruce and also fifty five
Pagodas and Sixteen fanams adjudged to the
said Harry Harwood Smith 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 Seventh day of January
one thousand eight hundred and thirteen -

Writ of Fieri Facias issued against the property of the defendt on the 7th day of Decr 1812.

Fourth Term 1812 —

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 in the year One thousand eight hundred and Twelve. ——

Fort St George Madras to wit } Gowrdum Dofs Suromoney Dofs puts in his place William Light his Attorney against Abdul Rakim Mahomed Hussain in a Plea of Trespass on the Case ——

Fort St George Madras to wit } The said Abdul Rakim Mahomed Hussain puts in his place Daniel Seale his Attorney at the Suit of the said Gowrdeen Dofs Suromoney Dofs in the Plea aforesaid. ——

Fort St George Madras to wit } Be it remembered that in the Vacation after the Second Term in the year of Christ One thousand eight hundred and Ten before the Supreme Court of Judicature at Madras came Gowrdum Dofs Suromoney Dofs by William Light his Attorney and brought into the said Court then there his certain Plaint against the said Abdul Rakim Mahomed Hussain 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
6th June 1810
WK

Fort Saint George } Madras to Wit Gouverdum Doss
Suromoney Doss by William Light his Attorney }
Complains of Abdul Rahim Mahomed Hussain
being a Mahomedan 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 Abdul Rahim Mahomed }
Hussain Heretofore to wit on the Twenty seventh day }
of April in the Year of our Lord One Thousand Eight
Hundred and ten at Madras aforesaid was indebted ...
to the said Gouverdum Doss Suromoney Doss in the
Sum of Twenty thousand Star Pagodas of the Current
Money of Madras aforesaid for so much Money by the
said Abdul Rahim Mahomed Hussain Before }
that time had and received to and for the use of
the said Gouverdum Doss Suromoney Doss and being
so indebted he the said Abdul Rahim Mahomed
Hussain 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 Gouverdum Doss Suromoney }

Doss

Doss to Pay him the said last Mentioned Sum of
Money when he the said Abdul Rahim Mahomed
Hussain Should be thereto afterwards Requested And
Whereas the said Abdul Rahim Mahomed
Hussain afterwards to wit on the same day and
year last aforesaid at Madras aforesaid was
indebted to the said Govindum Doss Suromoney Doss
in other twenty thousand Star Pagodas of like Current
Money of Madras aforesaid for so much Money
by the said Govindum Doss Suromoney Doss
Before that time paid laid out and Expended to
and for the use of the said Abdul Rahim Mahomed
Hussain at his Special instance and request and
being so indebted he the said Abdul Rahim
Mahomed Hussain in Consideration thereof after
wards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Govindum
Doss Suromoney Doss to Pay him the said last
Mentioned Sum of Money when he the said
Abdul Rahim Mahomed Hussain Should be
thereto

thereto afterwards requested And Whereas also the said Abdul Rahiim Mahomed Hussain afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Govendun Doss Suromoney Doss in other twenty Thousand Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Govendun Doss Suromoney Doss before that time lent and advanced to the said Abdul Rahiim Mahomed Hussain at his special instance and request And being so indebted he the said Abdul Rahiim Mahomed Hussain 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 Govendun Doss Suromoney Doss to pay him the said last Mentioned Sum of Money when he the said Abdul Rahiim Mahomed Hussain should be thereto afterwards requested And Whereas also the said Abdul Rahiim Mahomed Hussain afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Govendun Doss Suromoney Doss and concerning divers other Sums

Sums of Money then due and owing from the said Abdul Rahim Mahomed Hussain to the said Gowurdun Dass Suvvanoney Dass And then being in arrear and unpaid upon that Accounting he the said Abdul Rahim Mahomed Hussain was then and there found to be in arrear and indebted to the said Gowurdun Dass Suvvanoney Dass in other twenty Thousand Star Pagodas of like Current Money of Madras aforesaid and being so indebted he the said Abdul Rahim Mahomed Hussain 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 Gowurdun Dass Suvvanoney Dass to Pay him the said last Mentioned Sum of Money when he the said Abdul Rahim Mahomed Hussain should be thereto afterwards Requested yet the said Abdul Rahim Mahomed Hussain 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 Gowurdun Dass Suvvanoney

Suroonaney Doss in this behalf hath not yet paid the
said several Sums of Money or any Part thereof &
to the said Gouvindun Doss Suroonaney Doss &
Although often requested so to do but to pay the same
or any Part thereof he the said Abdul Rahim &
Mahomed Hussain hath hitherto Wholly Refused and
Still doth Refuse To the Damage of the said &
Gouvindun Doss Suroonaney Doss of twenty Thousand
Star Pagodas and therefore he brings his Suit &c —

And afterwards that is to say in the Third Term
one thousand eight hundred and Ten until which Term the
said Abdul Rahim Mahomed Hussain had leave to &
imparl to the said Plaint and then to Answer the same
Imperlance come as well the said Gouvindun Doss Suroonaney Doss
by his said Attorney as the said Abdul Rahim &
Mahomed Hussain by his said Attorney and the said
Abdul Rahim Mahomed Hussain defends the Wrong
and injury when &c and says that he did not &
Plea Filed 28th undertake or promise in Manner and form as the said
July 1810 — G. R Gouvindun Doss Suroonaney Doss hath above thereof complained
against him — and this he prays may be inquired of by the Court —
And the said Gouvindun Doss Suroonaney Doss
Issue joined do the like —

Afterwards for the Trial of the Issue

Fourth Term 1812

So as aforesaid Joined between the Parties a Day was given by the Court to the Parties respectively.—

At which Day being the Second day of August in the Third Term One Thousand Eight hundred and eleven Comes the said Abdul Rahiem Mahomed Hussein by his said Attorney and the said Goverdan Dosa Seremoney Dosa Although Solemnly Called Comes not, and it appearing to the Court of our Said Lord the King Now here that the said Goverdan Dosa Seremoney Dosa hath Neglected to bring the issued above Joined on to be Tried &c According to the Course and Practice of the said Court Therefore According to the forme of the Statute in Such Case Made and Provided It is Considered that the said Goverdan Dosa Seremoney Dosa take Nothing by his said Plaint, but that he and his &c Pledges to Prosecute &c in Mercy &c And that the said Abdul Rahiem Mahomed Hussein go &c thereof without day, And it is further Considered that the said Abdul Rahiem Mahomed Hussein recover against the said Goverdan Dosa Seremoney Dosa &c for

Judgment as in case of a nonsuit signed for the Defendant the ninth day of Oct. 1812.
J Shaw
Pr: Prothy

for the Costs and Charges of the said Abdul Rahim Mahomed Hussein laid out by him about his Defence in this behalf the Sum of One hundred and Seventy Nine Pagodas by the Court here adjudged to the said Abdul Rahim Mahomed Hussein and with his assent, and that the said Abdul Rahim Mahomed Hussein have Execution thereof &c.

And hereupon the said Abdul Rahim Mahomed Hussain 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 Gowrdan Doss Seremony Doss to satisfy the said Abdul Rahim Mahomed Hussain the Sum of One hundred and twenty nine Pagodas adjudged to the said Abdul Rahim Mahomed Hussain

for

for Costs and Charges by him expended
about his defence at the Suits of the
said Govrdana Doff Sevenoney Doff
Brot of Sa: aid And it is granted unto him re-
Sa: issues against
the Plff for returnable here on the Sixteenth day of
Costs on the
9th day of Dec: December instants ——
1812 —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majesty's justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. ——

Fort St George Madras to wit } Mallavaram Satchmiah puts in his place William Light his Attorney against Ira Vencataraumiah in a Plea of Trespass on the Case ——

Fort St George Madras to wit } The said Vencataraumiah puts in his place John Carruthers his attorney at the Suit of the said Mallavaraumiah Satchmiah in the Plea aforesaid ——

Fort St George Madras to wit } Be it remembered that in the Vacation after the Fourth Term in the year of Christ One thousand eight hundred and Eleven before the Supreme Court of judicature at Madras came Mallavaram by William Light his Attorney and brought into the said Court then there his certain plaint against the said Ira Vencataraumiah in a plea of Trespass on the Case and there doe Pledges for the prosecution to wit John Doe and Richard Roe which said plaint followeth in these words that is to say ——

Fort St George

524

Fourth Term 1812 —

Plaint in Assumpsit Filed 30th Dec. 1811 — L.S.

Fort Saint George Madras to Wit Mallavarapu Lutchmiah by William Light his Attorney Complains of Ca: Vencattarawmiah 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 Ca Vencattarawmiah heretofore to wit on the Twenty Sixth day of August in the Year of Christ One Thousand Eight hundred and Eleven by a Certain Paper writing in the Gentoo Language According to the Custom of such Hindoo Natives the date whereof is on the day and Year aforesaid at Madras aforesaid acknowledged to have Borrowed and Received of the said Mallava-rapu Lutchmiah the Sum of One Hundred and Twenty Star Pagodas of the Current Money of Madras aforesaid which said sum of money he the said Ca: Vencattarawmiah thereby Engaged to repay the said Mallavarapu Lutchmiah on or before the Twenty Sixth day of October then next following with all such Interest as should or might become due thereon at and after the rate of Twelve Per Cent per Annum Whereby and by force of the Custom and Laws of such Natives the said Ca Vencattarawmiah became

Rec.d 1807
Remarks
one Sheet
24.th June 1807

1812

Judgment Roll

Fourth Term

Section 23

liable to Pay to the said Mallavarapu Latchmiah
the said sum of Money in the said Paper writing
mentioned according to the tenor and Effect thereof
and being so liable he the said Ca Venkattarayuniah
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 Malla-
rayarapu Latchmiah to pay him the said sum of
Money in the said paper writing mentioned According
to the tenor and Effect thereof And Whereas the
said Ca: Venkattarayuniah afterwards to wit on the
seventeenth day of December in the Year one Thousand
Eight hundred and Eleven at Madras aforesaid was
indebted to the said Mallavarapu Latchmiah in
other Two Hundred and Forty Star Pagodas of the Current
Money of Madras aforesaid for so much money by the
said Ca Venkattarayuniah before that time had and
received to and for the use of the said Mallavarapu
Latchmiah and being so indebted he the said Ca
Venkattarayuniah 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 Mallawarain Latchmiah to pay
him the said last mentioned Sum of money when
he the said Ca Vencattarawmiah should be thereto
afterwards requested And Whereas also the said
Ca Vencattarawmiah afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
was indebted to the said Mallawarain Latchmiah
in other two hundred and forty Star Pagodas of like
Current money of Madras aforesaid for so much
money by the said Mallawarain Latchmiah
before that time lent and advanced to the said
Ca Vencattarawmiah at his special instance and
request and being so indebted he the said Ca Venc-
attarawmiah 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 Mallawarain
Latchmiah to Pay him the said last mentioned
Sum of money when he the said Ca Vencattaraw-
miah should be thereto afterwards requested. And
Whereas also the said Ca Vencattarawmiah afterwards
to wit on the same day and year last aforesaid
at

at Madras aforesaid was indebted to the said
Mallavarapu Latchmiah in other Two [illegible]
Hundred and forty Star Pagodas of like Current Money
of Madras aforesaid for so much money by the said Malla=
varapu Latchmiah Before that time paid laid out
and expended to and for the use of the said Ca Vencat=
tarayuniah at his special instance and Request and
being so indebted he the said Ca Venkattarayuniah
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 Mallavarapu Latchmiah to pay him the
said last mentioned Sum of Money when he the
said Ca Venkattarayuniah should be thereto afterwards
requested - And Whereas also the said Ca Venkatta=
rayuniah afterwards to wit on the same day and year
last aforesaid at Madras aforesaid accounted with the
said Mallavarapu Latchmiah of and Concerning
divers other Sums of Money then due and owing from
the said Ca Venkattarayuniah to the said Malla=
varapu Latchmiah and then being in arrear and
unpaid upon that accounting he the said
Ca Venkatarayuniah

Ca Venatavaraumiah was then and there found to be
in arrear and indebted to the said Mallavarapu
Satchemiah in the two hundred and Forty Star
Pagodas of like Current money of Madras aforesaid
and being so indebted he the said Ca Venkattarau-
-miah 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 Mallavarapu Satchemiah to
pay him the said last mentioned Sum of Money
when he the said Ca Venkattaraumiah should be
thereto afterwards requested Yet the said
Ca Venkattaraumiah 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 Mallavarapu Satchemiah in
this behalf hath not yet paid the said Several
Sums of money or any part thereof to the said
Mallavarapu Satchemiah although often requested
so to do but to pay the same or any part thereof he
the said Ca Venkattaraumiah hath hitherto wholly

Refused

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

and afterwards to wit on the Twenty eighth day of August in the Vacation after the third Term of the Year one thousand eight hundred and Twelve in the said Supreme Court of Judicature at Madras until which day the said Ca Venkattaramanniah had leave to imparl to the said Plaintiffs Declaration and then to Answer the same as well the said Mallavarapu Latchmiah by his said Attorney as the said Ca Venkattaramanniah by his said Attorney and the said Ca Venkattaramanniah Defends the Wrong and injury when &c and saith that he did not undertake or promise in Manner and form as the said Latchmiah hath above thereof complained against him and of this he puts himself upon the Court &c.

Imparlance

Plea pleas 28th Augt 1812 — H.

And the said Malavarapu Latchmiah doth the like.

Issue joined.

And now in the Fourth Term in the Year One

Judgment on a Verdict in

Fourth Term 1812.

One Thousand eight hundred and Twelve that is to say on the Twenty first day of September to which day was given as well to the said Mallavarapu Latchmiah as to the said Ca Venkattarayuniah 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 Ca Venkattarayuniah did promise and undertake in Manner and form as the said Mallavarapu Latchmiah hath above thereof Complained against him and they assess the Damage of the said Mallavarapu Latchmiah on occasion of the premises besides his Costs and Charges by him about his Suit in this behalf expended to One hundred and Thirty Nine Star Pagodas and Nineteen fanams Therefore it is Considered that the said Mallavarapu Latchmiah do recover against the said Ca Venkattarayuniah his damages aforesaid in form aforesaid assessed and also One hundred and Seventy One Star Pagodas and Nineteen fanams for his Costs and Charges by the Court in where Adjudged to the said Mallavarapu Latchmiah with his Assent which said Damages Costs and Charges in the Whole Amount to Three hundred

Judgment Signed for the Plaintiff the 7th day of Decemb. 1812.
J Shaw
M Britts

and Ten Star Pagodas and Thirty Eight Fanams and

Mercy — the said Ca Vencattaraumiah in Mercy &c

And hereupon the said Malavaram Satchmiah by William Light his Attorney prays the writ of our Lord the King of Capias ad Satisfaci=endum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Ca Vencattaraumiah to satisfy the said Malavaram Satchmiah of three hundreds and ten Pagodas and thirty eight fanams which the said Malavaram Satchmiah recovered against the said Ca Vencattaraumiah for damages sustained as well on occasion of the non=performance of certain promises and undertakings lately

lately made by the said Ba: Venkatta-
-ramiah to the said Malavaram Q
Latchmiah as for his Costs and
Charges by him about his Suit in
Writ of Ba: ad: that behalf expended - And it is Q
Sa: issued on the
11th day of Dec.
1812. granted unto him returnable here-
on the Twenty first day of December
instant

Fourth Term 1812 —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief-justice and the Honble Sir Francis Skaife Knight one of his Majesty's justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve —

Madras to wit } Sedambara Chitty puts in his place Gilbert Ricketts his attorney against Jaffierjee in a Plea of Trespass on the Case —

Madras to wit — } The said Jaffierjee puts in his place Daniel Neale his attorney at the Suit of the said Sedambara Chitty in the Plea aforesaid —

Madras to wit } Be it remembred that in the Vacation after the second Term in the Year of Christ One thousand eight hundred and Ten before the Supreme Court of judicature at Madras came Sedambara Chitty by Gilbert Ricketts his attorney and brought into the said Court then there his certain plaint against the said Jaffierjee 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 1812

Plaint for assumpsit Filed 1st July 1810 WK

Madras to Wit Sedambara Chetty by Gilbert Roberts his Attorney Complains of Jaffarjee being a Perse Inhabitant of Madras and as such liable to the Jurisdiction of this Honorable Court of a Plea of Trespass on the case For that Whereas the said Jaffarjee heretofore to wit on the First day of January in the Year of Christ one thousand Eight hundred and Ten at Madras aforesaid was indebted to the said Sedambara in the sum of Two thousand and five hundred Star Pagodas Current money of Madras for so much money by the said Jaffarjee before that time had and received to the use of the said Sedambara and being so indebted he the said Jaffarjee in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Sedambara then and there faithfully promised to pay him the said sum of money when he the said Jaffarjee should be thereunto afterwards requested And Whereas also the said Jaffarjee afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Sedambara in other sum of Two thousand and five Hundred Star Pagodas of like Current money of Madras for so much money by the said Sedambara before that time lent and

Advanced

advanced to the said Laffarjee and at his special instance and
request and being so indebted he the said Laffarjee in Con-
sideration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid undertook &
and there and then faithfully promised the said Se-
dambara to pay him the said last mentioned sum
of money when he the said Laffarjee should be thereunto after-
wards requested. And Whereas also the said Laffarjee after-
wards to wit on the same day and year last aforesaid at
Madras aforesaid was indebted to the said Sedambara &c
in the further sum of Two thousand and five Hundred
Star Pagodas Current money of Madras aforesaid for the
use and hire of a certain Screw or Press of the said &
Sedambara by the said Sedambara before that time
let to hire and delivered to the said Laffarjee and at his
special instance and request and by the said Laffarjee
under and by virtue of that letting to him before then had
and used in and about the screwing and pressing &
divers Bales of Cloths and Cotton of the said Laffarjee
and being so indebted he the said Laffarjee in consideration
thereof afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and to the said
Sedambara then and there faithfully promised to pay
him the said last mentioned sum of money when he the
said Sedambara should be thereto afterwards requested &c

And

Fourth Term 1812.

And Whereas afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid in consideration
that the said Sedambara at the like special instance and
request of the said Lassarjee had before that time let to
hire and delivered to him the said Lassarjee a certain
other Screw or Press of him the said Sedambara and
that the said Lassarjee had under and by vertue of the
said last mentioned letting to hire before then had and
used the same in and about the screwing and pressing
of divers other Bales of Cloths and Cotton of the said
Lassarjee to use and him a certain other Press or
Screw of the said Sedambara in and about the
screwing and pressing of divers other Bales of
Cloths and Cotton of and belonging to the said
Lassarjee he the said Lassarjee undertook and to the
said Sedambara then and there faithfully promised
to pay him so much money as he therefore reasonably
deserved to have of the said Lassarjee when he the
said Lassarjee should be thereunto afterwards requested
And the said Sedambara avers that he therefore
reasonably deserved to have of the said Lassarjee
the further Sum of Two thousand and five Hundred

Star

Star Pagodas of like Current money aforesaid to wit. at
Madras aforesaid whereof the said Laffarjee afterwards
to wit on the same day and Year last aforesaid there
had Notice And Whereas also the said Laffarjee after-
wards to wit on the same day and Year last aforesaid
at Madras aforesaid accounted with the said Sedambara
of and concerning divers other Sums of money before that
time due and owing from the said Laffarjee to the said
Sedambara and then being in arrear and unpaid and
upon that accounting the said Laffarjee was then and
there found to be in arrear and indebted to the said
Sedambara in the further Sum of Two Thousand &
and five Hundred Star Pagodas of like Current
money of Madras and being so found in arrear
and indebted he the said Laffarjee 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
Sedambara to pay him the said last mentioned
Sum of money when he the said Laffarjee should
thereunto afterwards requested Yet the said
Laffarjee not regarding his said several promises

and

and undertakings to be by him in manner and form
aforesaid but Contriving and fraudulently intending
Craftily and Subtilly to deceive and defraud the
said Sedambara 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 Sedambara
Although so to do he the said Jaffanjee was Requested
by the said Sedambara 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
Sedambara he the said Jaffanjee hath hitherto, &
Wholly refused and Still doth refuse To the
damage of the said Sedambara of Two thousand
and five hundred Star Pagodas and therefore
he brings his Suit &c.

Imparlance

And afterwards that is to say in the Fourth
Term one Thousand eight hundred and ten until which
Term the said Jaffanjee had leave to imparl to the
said Plaint and then to answer the same came as well
the said Sedambara Chitty by his said Attorney as the
said Jaffanjee by his said Attorney and the said Jaffanjee

defends

Fourth Term 1812 –

Plea filed 21st September 1812 WK

defends the wrong and injury when &c. and says that he did not undertake or promise in Manner and form as the said Sedumbara hath above thereof Complained against him and this he prays may be inquired of –

Issue joined

of by the Court –

And the said Sedumbara &c

chiefly doth the like. –

Afterwards for the Trial of the Issue so as aforesaid Joined between the Parties a Day was given by the Court to the Parties respectively at which Day being the Eighteenth Day of September in the Fourth Term were last past Comes the said Plaintiff by his said Attorney and the said Sedumbara Defendant although Solemnly called Comes not and it appearing to the Court of our said Lord the King Now here that the said Sedumbara hath Neglected to bring the Issue above joined on to be Tried according to the Course and Practice of the said Court – Therefore according to the form of the Statute in such Case made and Provided It is Considered that the said Sedumbara take Nothing by his said Plaint but that

judgment &c in Cas of a nonsuit by order of Court made in the 18th Sept. 1812 – J. Shaw 21 Pothg

judgment &c in case of a nonsuit signed for the Defendant the Sixteenth day of Decemr 1812 J. Shaw

that he and his Pledges to Prosecute be in Mercy &c.
And that the said Jaffierjee go thereof without Day &c.
And it is further Considered that the said Jaffierjee &c.
Recover against the said Sedumbara for the Costs &c.
and Charges of the said Jaffierjee laid out by him &c.
about his Defence in this behalf the Sum of One &c.
hundred and Twenty Six Pagodas and thirty eight &c.
Fanams by the Court here Adjudged to the said &c.
Jaffierjee and with his assent And that the said &c.
Jaffierjee have Execution thereof &c.

And hereupon the said
Jaffierjee by Daniel Neale his attorney
prays the writs of our Lord the King
of Capias ad Satisfaciendum to be directed
to the Sheriff of Madras Commanding
him to take the body of the said
Sedumbara Chitty to Satisfy the said
Jaffierjee the Sum of One hundred and
twenty Six Pagodas and thirty Eight
fanams

farnam adjudged to the said Jaffurjee
forfeits and charged by him expended
about his defence at the Suits of the
said Sedumbara Chitty — And it is
Writ of Ca: sa: in the Ca: sa: issued against the Defft. for costs on the 10th day of December 1812 — granted unto him returnable here on the Nineteenth Day of December instant ——

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundreds and Twelve.

Madras to wit } Myla Mootoo Sawmy Moodelliar puts in his place James Morris his Attorney against Henry Banttaman in a plea of Trespass on the Case.

Madras to wit } The said Henry Banttaman in his own proper person at the Suit of the said Myla Mootoo Sawmy Moodelliar in the plea aforesaid.

Madras to wit } Be it remembered that in the Vacation after the First Term in the year of Christ One thousand eight hundreds and Twelve before the Supreme Court of judicature at Madras came Myla Mootoo-Sawmy Moodelliar by James Morris his Attorney and brought into the said Court then there his Certain plaint against the said Henry Banttaman in a plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words that is to say.

Madras

W. B.

Plaint in Assumpsit filed 5th March 1812 LS.

(Madras to Wit) Mayla Mootoo Sawmy Moo... an Inhabitant of Madras by James Morris his Attorney Complains of Henry Bantleman who is an Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honorable Court of a plea of trespass on the Case For that Whereas heretofore to wit on the Twenty Ninth day of September in the Year of Christ one thousand Eight hundred and eight at Madras the said Henry was indebted to the said Mootoo Sawmy in the Sum of Three thousand and two hundred Star Pagodas of the Current Money of Madras for Money by the said Mootoo Sawmy before that time lent and advanced to the said Henry and at his special instance and request And being so indebted the said Henry 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 Mootoo Sawmy to pay him the said Sum of Money when he the said Henry should be thereto afterwards requested And Whereas the said Henry afterwards to wit on the same day and year aforesaid at

at Madras aforesaid was indebted to the said Mootoo Sawmy in the further Sum of Three thousand and two hundred Star Pagodas of like Current Money of Madras for Money by the said Mootoo Sawmy before that time laid out Expended and paid for the said Henry and at his like Special instance and request. And being so indebted the said Henry 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 Mootoo Sawmy to pay him the said last Mentioned Sum of Money when he the said Henry should be thereto afterwards requested. And Whereas also the said Henry afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Mootoo Sawmy in the further Sum of Three thousand and two hundred Star Pagodas of like Current Money of Madras for Money by the said Henry before that time had and received to the use of the said Mootoo Sawmy And being so indebted the said Henry 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 Mootoo Sawmy to pay him the said last mo-
tioned Sum of Money when he the said Henry should be
thereto afterwards requested And Whereas the said
Henry afterwards to wit on the first day of February
in the Year of Christ One thousand Eight hundred
and Twelve at Madras aforesaid was indebted to the
said Mootoo Sawmy in the further Sum of
Three Thousand and two hundred Star Pagodas of the
like Current Money of Madras for interest accrued
and become due upon and for the forbearance of divers
large Sums of Money before that time due and owing
from the said Henry to the said Mootoo Sawmy
and by the said Mootoo Sawmy forborne for divers
long Spaces of time before then elapsed at the
special instance and request of the said Henry
And being so indebted the said Henry in Consideration
thereof afterwards to wit on the day and year last aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Mootoo Sawmy to pay him
the said last mentioned Sum of Money when he
the said Henry should be thereto afterwards requested
And Whereas the said Henry afterwards to wit on
the

the Same day and year last aforesaid at Madras afore-
said accounted with the said Mootoo Sawmy of and
concerning divers other Sums of Money before that time
due and owing from the said Henry to the said
Mootoo Sawmy and then being in arrear and unpaid
upon which accounting the said Henry was then and
there found to be in arrear and indebted to the said
Mootoo Sawmy in the further Sum of Three Thousand
and Two hundred Star Pagodas of like Current Money
of Madras And being so found in arrear and
indebted the said Henry in Consideration thereof after-
wards to wit on the Same day and year last
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Mootoo Sawmy to pay
him the said last mentioned Sum of Money when
he the said Henry should be thereto afterwards
requested Yet the said Henry not regarding his
said several promises and undertakings &c. by him
in manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly
to deceive and defraud the said Mootoo Sawmy in
this behalf hath not yet paid the said several Sums

of

of Money or any or either of them or any part thereof
said Mootoo Sawmy (although to do the said
Henry was requested by the said Mootoo Sawmy &
aforesaid and often times afterwards at Madras &
aforesaid / But to pay the same or any part thereof &
to the said Mootoo Sawmy the said Henry hath &
hitherto Wholly refused and still doth refuse To the
damage of the said Mootoo Sawmy of Three Thousand
and Two hundred Star Pagodas and therefore he
brings his Suit &c. -

Plea of Confession
in
filed 18. December
1812 - 21

And now at this day (until which day the said
Henry had leave to imparle to the said Plaint of the said
Mootoosawmy and then to answer the same &c) as well
the said Mootoosawmy by his said Attorney as the said
Henry by William Light his Attorney do come before
the Court here and the said Henry defends the wrong
and injury when &c. and says that he cannot deny
the said action of the said Mootoo Sawmy nor but that
he the said Henry did undertake and promise in &
manner and form as the said Mootoo Sawmy hath
above thereof complained against him nor but &

judgment by
Confession

that

that the said Mootoo Sawmy hath sustained damage by occasion of the Non performance by the said Henry of his Several promises and undertaking in the plaint Mentioned to the Sum of Two thousand and eighty two Pagodas and Nine Fanams over and besides his costs and Charges by him about his Suit in this behalf expended And hereupon the said Mootoo Sawmy Relinquishing the residue of the damages Mentioned in the said plaint prays Judgment for the said Sum of Two thousand and eighty two Pagodas and Nine Fanams &c as aforesaid Confessed and for his said Costs and Charges. It is therefore considered and adjudged that the said Mootoo Sawmy Recover against the said Henry his damages aforesaid to the said Sum of Two thousand and eighty two Pagodas and Nine Fanams and that the said Henry pay to the said Mootoo Sawmy &c for his said Costs and Charges the Sum of One hundred and thirteen Pagodas and thirteen Fanams and that the said Henry be in mercy &c.

Judgment Signed for the Plaintiff the 18th day of Decemr 1812.
J. Shaw
D. Prothr

Mercy

And hereupon the said Myla Mootoo Sawmy Modelliar by Daniel Neale his attorney & prays the writ of our Lord

49

1812

Judgment Roll

Fourth Term

Section 24

Writ of Error extended

Fair

Writ of Fieri Facias against the Defendants goods on the 18th day of Dec. 1812

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 Henry Banttaman within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of two thousand & one hundred and ninety five Pagodas and ~~twenty~~ two fanams which the said Mylar Mootoosawmy Moodelliar recovered against the said Henry Banttaman for damages which he hath sustained as well by occasion of the non-performance of certain promises and undertakings lately made by the said Henry Banttaman to the said Myla Mootoosawmy Moodelliar as for Costs and Charges by him about his Suits in that behalf expended - And it is granted unto him returnable here on the eighteenth day of January one thousand eight hundred and thirteen -

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of his Majesty's justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand Eight hundred and Twelve

Madras to wit } Colatoor Tayagaroy Moodelliar puts in his place Forrest Disney and John Shaw his attornies against Amingekary Annadaroy in a plea of Debt—

Madras to wit } The said Amingekary Annadaroy in his own proper person at the Suit of the said Colatoor Teagaroy Moodelliar — 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 Twelve before the Supreme Court of judicature at Madras came Colatoor Teagaroy Moodelliar by Forrest Disney and John Shaw his attornies and brought into the said Court then there his certain plaint against the said Amingekary Annadaroy in a Plea of Debt 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

Plaint in Debt Filed 14th July 1812. P.S.

Madras (towit) Colatoor Tayagaroy Moodelliar by Fownes Dixney and John Shaw his Attornies Complains of Amenjekarry Annadanny who is an Heindoo Inhabitant of Madras and as such liable to the jurisdiction of this Honorable Court of a plea that he render to him the said Tayagaroy Eight hundred Star Pagodas which he the said Annadanny owes to and unjustly detains from him For that Whereas the said Annadanny heretofore to wit on the Second day of August in the Year of Christ one Thousand eight hundred and Nine at Madras by his Certain Writing Obligatory Sealed with the Seal of the said Annadanny and to the Court now here Shewn the date whereof is on the day and year aforesaid Acknowledged himself (by the name and addition of Amenjekarry Annadanny of Madras Inhabitant) to be held and firmly bound unto the said Tayagaroy in the said Sum of Eight hundred Star Pagodas to be paid to be paid to the said Tayagaroy when he the said Annadanny should be thereunto afterwards Requested, Yet the said Annadanny (altho often requested) hath not yet paid the said Sum of Eight hundred Star pagodas above demanded, or any part thereof to the said Tayagaroy but to pay the same he the said Annadanny hath

do fob

hath hitherto wholly refused and still refuses so to do,
to the damage of the said Tayagaray of One hundred
Star Pagodas and therefore he brings his Suit &c.

judgment by Confession

And the said Annasawmy by William
Light his Attorney comes and defends the Wrong and
injury when &c and says that he cannot deny the
Action of the said Tayagaray now but that the said
Writing Obligatory is the deed of him the said Anna-
sawmy now but that he said Annasawmy owes to
the said Tayagaray the said Sum of Eight hundred
Star Pagodas above demanded in manner and
form as the said Tayagaray hath above thereof
Complained against him Therefore it is considered
that the said Tayagaray do recover against the said
Annasawmy his said debt and also One hundred
and Sixty eight Pagodas and Thirty three 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 now here adjudged to him
and with his Assent and the said Annasawmy
in Mercy &c.

Judgment Signed for the Plaintiff the 21st day of Dec. 1812
J. Shaw
Dt. Profts

Mercy—

And hereupon the said

Solator

Colatoor Tayagarey Moodelliar by Fownes Disney
and John Shaw his attornies 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 Amanjekary Annadarumy to Satisfy the
said Colatoor Tayagarey Moodelliar of eight
hundreds Star Pagodas for Debt which the Said
Colatoor Tayagarey Moodelliar recovered against
the said Amanjekary Annadarumy and also
one hundred and fifty eight Pagodas and
thirty two fanams adjudged to the said
Colatoor Tayagarey 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 suits in that behalf expended — and it
is granted unto him returnable here on
the thirtieth day of January One thousand
eight hundred and thirteen. ——

Writ of Ca: Sa: issued on the 27th day of Decemr 1812 —

Fourth Term 1812.

Pleas before the Honble Sir Thomas Andrew Stronge Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve. ———

Fort St George Madras ss } Janrumbaukum Poongauvana Moodelliar puts in his place Fornes Disney and John Shaw his attornies against Pautmah Saib & Caudmally Cawn in a plea of Trespass on the Case ———

Fort St George Madras ss } The said Pautmah Saib and Caudmally Cawn in their own proper persons at the Suit of the said Janrumbaukum Poongauvana Moodelliar in the plea aforesaid ———

Fort St George Madras ss } Be it remembred that in the Vacation after the Second Term in the Year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Janrumbaukum Pongauvana Moodelliar by Fornes Disney and John Shaw his attornies and brought into the said Court then there his certain plaint against the said Pautmah Saib and Caudmally Cawn in a plea of Trespass on the Case and there are Alleged for the prosecution to wit John Doe and Richard Roe which said plaint followeth in these words that is to say ——

Fort St Geo

Plaint in assumpsit
Filed 30th June 1812
J. J.

Fort St. George Madras ss Jannumbaukum Pon-
-gauvana Moodaliar by Edmund Disney and John Shaw
his Attornies complains of Pautenah Saib and Caudumally
Canun being respectively Mahomedan Inhabitants of
Madras and as such subject to the Jurisdiction of this
Honorable Court of a plea of trespass on the case &c
That Whereas the said Pautenah and Caudumally hereto-
-fore to wit on the Twenty ninth day of Arpesy of Prumodeta
year of the Hindoos corresponding with the Twelfth day of
November in the Year of Christ One thousand Eight
hundred and ten at Madras aforesaid made their certain
Note in writing in the Malabar language thereof and
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 Pongauvana
by which said note they the said Pautenah and
Caudumally (by the names and description of
Pautenah Saib Wife of the Former Husband Pegue
Abdul Syeem and her present Nekah Husband
Caudumally Canun Saib of Madras) acknowledged to
have borrowed and received of the said Pongauvana (by the
name and description of Jannumbaukum Pongauvana
Moodaliar of the same place) the sum of Four hundred

Star

No 67

Star Pagodas current money of Madras which sum
they the said Pantenah and Canaconally did thereby
engage to repay to the said Poongavanna in the
space of six Months from the date of the said
Note with all such interest as should or
might become due thereon at the rate of Twelve
per Cent per Annum By reason whereof they
the said Pantenah and Canaconally became
liable to pay to the said Poongavanna the said
Sum of money in the said Note specified with
such Interest for the same as aforesaid according to
the tenor and effect of the said Note And being so
liable they the said Pantenah and Canaconally
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 Poongavanna to pay him the said
Sum of money in the said Note specified
with Interest for the same as aforesaid according
to the tenor and effect of the said Note And
Whereas also the said Pantenah and Canaconally
afterwards to wit on the Fifteenth day of May
in

in the year of Christ one thousand Eight
hundred and Eleven at Madras aforesaid were
indebted to the said Poonganuana in the sum
of Eight hundred Star Pagodas of the like
current money for so much money by the said
Poonganuana before that time lent and advanced
to the said Pantonah and Canagenelly and at their
special instance and request and being so
indebted they the said Pantonah and Canagenelly
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 Poongäyana to pay him the said
last mentioned Sum of Money when they the said
Pantonah and Canagenelly should be thereunto after-
wards requested And whereas also the said Pantonah
and Canagenelly afterwards to wit on the same day
and year last aforesaid at Madras aforesaid were
indebted to the said Poonganuana in other eight
hundred Star Pagodas of the like current money
for so much money by the said Pantonah and
Canagenelly before that time had and received to

and

and for the rise of the said Poongawana And being
so indebted they the said Pantenah and Cawsenully
in consideration thereof afterwards to wit on the same
day and year aforesaid at Madras aforesaid under-
took and then and there faithfully promised the
said Poongawana to pay him the said last mentioned
sum of money when they the said Pantenah and
Cawsenully should be thereunto afterwards requested
And Whereas also the said Pantenah and Cawsenully
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid accounted with the said
Poongawana of and concerning divers sums of money
before that time due and owing from the said Pantenah
and Cawsenully to the said Poongawana and then
being in arrear and unpaid and upon that accounting they
the said Pantenah and Cawsenully were then and
there found to be in arrear and indebted to the said
Poongawana in other eight hundred Star Pagodas
of the like current money and being so found in
arrear and indebted they the said Pantenah and
Cawsenully in consideration thereof afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there
faithfully

faithfully promised the said Pongaruwana to pay him
the said last mentioned sum of money whereof they
the said Pautonah and Cawsonnelly should be
thereunto afterwards requested Yet the said
Pautonah and Cawsonnelly not regarding their
said several promises and undertakings so by
them in manner and form aforesaid made
but continuing and fraudulently intending
craftily and subtilly to deceive and defraud
the said Pongaruwana 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 Pongaruwana
although they the said Pautonah and Cawsonnelly
afterwards to wit on the same day and year
last aforesaid and often times afterwards at
Madras aforesaid were and each of them was
by the said Pongaruwana requested so to do / but to pay the
same or any of them or any part thereof to the said
Pongaruwana they the said Pautonah and Cawsonnelly
have and each of them hath hitherto wholly refused
and still do and each them doth refuse to the

damage

damage of the said Poongawana of Nine hundred Star Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And now in this Fourth Term in the year One thousand eight hundred and Twelve that is to say on the twelfth day of September to which day was given as well to the said Poongawana to the said Pantonah and Cawsenully to inform the Court of the premises comes before the Court the said Poongawana by his Attornies aforesaid and the said Pantonah and Cawsenully although Solemnly demanded came not to answer nor did they say any thing in bar or preclusion of the said Action of the said Poongawana whereby the said Poongawana remaining thereon undefended against the said Pantonah and Cawsenully and afterwards to wit on the Twenty eighth day of September in the same Term the Justices of the said Court having heard the allegations of the said Poongawana and examined the truth thereof and duly Considered the evidence produced on the part of the said Poongawana in Support of his

Said

said allegations say that the said Pantenah
and Cauvenilly did undertake and promise in
manner and form as the said Poongavana
hath in his said Plaint in that behalf therein
alledged and the Justices aforesaid assess the
damages of the said Poongavana by occasion of the
not performing the several promises and undertakings
in the said Plaint of the said Poongavana mentioned
besides his Costs and Charges by him about his
suit in this behalf expended to Five Hundred and
Two Pagodas and Fourteen Fanams Therefore it
is considered that the said Poongavana do recover
against the said Pantenah and Cauvenilly his
damages aforesaid in form aforesaid assessed
and also One Hundred and Sixty Two Pagodas
and eight fanams for his Costs and Charges
by the Court now here adjudged to the said
Poongavana with his assent which said
damages Costs and Charges in the whole
amount to the Sum of Six Hundred and
Sixty four Pagodas and Twenty Two fanams

And

Judgment Signed for the Plaintiff the thirty first day of Decr 1812
J. Shaw
24 Proctor

Fourth Term 1812

Mercy —

and the said Pantmah and Causmally in Mercy

&c. —

and hereupon the said

Samumbucken Poongavanna Modelliar by

Fownis Disney and John Shaw his attornies

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 Pantmah

Saib and Causmally Cawn within the

jurisdiction of this Court by Seizure and

if it be necessary by Sale thereof the Sum

of Six hundred and Sixty four Pagodas

and twenty two fanams which the said

Samumbuckum Poongavanna Modelliar

recovered

recovered against the said Pautmah Saib-
and Cunmally Cawn for damages which
he hath sustained as well by occasion of-
the non-performance of certain promises
and undertakings lately made by the
said Pautmah Saib and Cunmally to
Cawn to the said Jannumbunkum Pongawana
Moodelliar as for costs and Charges by
him about his Suit in that behalf ex-
-pended - And it is granted unto him
returnable here on the twenty Seventh day
of January One thousand eight hundred
and thirteen ——

Writ of Fieri Facias issued against the goods of the Defts on the 31st day of Decemr 1812 —

No 67

564 Fourth Term 1812

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Francis Macnaghten Knight one of His Majestys Justices of the Supreme Court of Judicature at Madras of the Fourth Term in the year One thousand eight hundreds and Twelve ——

Fort St George } Gilbert Ricketts Esqr puts in his place Fownes
Madras ss } Ditney and John Shaw his Attorneys against Amen.
=jeeavy Ramasawmy Moodelly in a Plea of Trespass
on the Case ——

Fort St George } The said Amingeeavy Ramasawmy Moodelly in his
Madras ss } own proper person at the Suit of the said Gilbert
Ricketts in the plea aforesaid ——

Fort St George } Be it remembered that in the Vacation after
Madras ss } the Fourth Term in the year of our Lord One thousand
eight hundreds and Eleven before the Supreme Court
of Judicature at Madras came Gilbert Ricketts
by Fownes Ditney and John Shaw his Attornies
and brought into the Said Court then there
his certain Plaint against the Said Amingeeavy
Ramasawmy Moodelly in a Plea of Trespass on
the Case and there are Pledges for the prosecution
to wit John Doe and Richard Roe which
said Plaint follows in these words that
is to say ——

Fort St George

Plaint in Assumpsit Filed 5th January 1812 J.A.

Fort St George Madras ss Gilbert Ricketts Esquire by Fowkes Disney and Ellen Shaw his Attorneys complains of Amanjeeany Ramasawmy Modelly who is a Hindoo Inhabitant of Madras and as such liable to the jurisdiction of this Honble Court of a Plea of trespass on the case For that Whereas the said Ramasawmy heretofore to wit on the fifteenth day of June 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 thereunto subscribed bearing date the day and Year aforesaid and then and there delivered the said Note to one Chinnatomby Modelly by which said Note the said Ramasawmy by the name of A Ramasawmy three months after the date thereof promised to pay to the said Chinnatomby Modelly or order the Sum of Two hundred and fifty Star Pagodas for value Received And the said Chinnatomby Modelly to whom or to whose order the payment of the said Sum of money mentioned in the said Note was to be made after the making thereof

thereof and before the Payment of the said Sum of
money in the said Note specified or of any part
thereof to wit on the day and Year aforesaid at
Madras aforesaid indorsed the said Note his
own hand being thereon Subscribed and by that
indorsement indorsed and appointed the said Sum of
money in the said Note specified to be paid to the
said Gilbert and then and there delivered the said
Note so indorsed to the said Gilbert. of which
said indorsement the said Ramasawmy after
wards to wit on the day and Year aforesaid at
Madras aforesaid had Notice By reason whereof and
by force of the Statute in such case made and provided
the said Ramasawmy became liable to pay to the
said Gilbert the said Sum of money mentioned
in the said Note according to the tenor and effect of
the said Note and of the said indorsement so
made thereon as aforesaid And being so liable he
the said Ramasawmy in consideration thereof
afterwards to wit on the same day and Year
aforesaid at Madras aforesaid undertook and then

and

and there faithfully promised the said Gilbert &c
to pay him the said sum of money mentioned
in the said Note according to the tenor and effect
of the said Note and of the said indorsement so
made thereon as aforesaid And Whereas also
the said Ramaswamy afterwards to wit on the
Eighteenth day of September in the Year aforesaid at
Madras aforesaid was indebted to the said Gilbert in the
sum of Five hundred Star pagodas of the lawful Current
money of Madras for so much money by the said Gilbert
before that time lent and advanced to the said Ramas-
wamy and at his special instance and request And
being so indebted he the said Ramaswamy in &c
consideration thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid under-
took and then and there faithfully promised &c
the said Gilbert to pay him the said last mentioned
sum of money when he the said Ramaswamy
should be thereunto afterwards requested. And
Whereas also the said Ramaswamy afterwards
to wit on the same day and Year last aforesaid
at

at Madras aforesaid was indebted to the said Gilbert in other Five hundred Star pagodas of the Lake Current money for so much money by the said Ramasawmy before that time had and Received to and for the use of the said Gilbert And being so indebted he the said Ramasawmy 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 Gilbert to pay him the said last mentioned Sum of money when he the said Ramasawmy should be thereunto afterwards requested And Whereas also the said Ramasawmy afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Gilbert of and concerning divers Sums of money before that time due and owing from the said Ramasawmy to the said Gilbert and then being in arrear and unpaid and upon that accounting the said Ramasawmy was then and there found to be in arrear and indebted to the said Gilbert in other Five hundred

Star

Star pagodas of the like Current money and so
being so found arrear and indebted he the said R
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 Gilbert to pay
him the said last mentioned sum of money
when he the said Ramaswamy should be
thereunto afterwards requested Yet the said
Ramaswamy 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 Gilbert 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 Gilbert although he the said
Ramaswamy afterwards to wit on the same day
and Year last aforesaid and often times after
wards at Madras aforesaid was by the said
Gilbert requested so to do but to pay the said
several

Several sums of money or any or either of them or any part thereof to the said Gilbert he the said Ramasawmy hath hitherto wholly refused and still doth refuse to the damage of the said Gilbert of Five hundred Star Pagodas and therefore he brings his suit &c.

judgment by confession

And the said Ramasawmy by Daniel Neale his Attorney comes and defends the Wrong and injury when &c. and says he cannot deny the said action of the said Gilbert nor but that the said Ramasawmy did undertake and promise in manner and form as the said Gilbert hath above thereof complained against him and that he the said Gilbert hath sustained damage on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned to the sum of Eighty Seven Pagodas and forty four fanams as by the said declaration is above alledged and hereupon the said Gilbert prays Judgment and his damages so acknowledged together with his Costs and Charges by him about his suit in this behalf expended now here adjudged to him &c. Therefore it is Considered that the said

Judgment signed for the plaintiff the 4th day of Dec. 1812 - I Shaw Pr Curiam

said Gilbert do recover against the said Rama-
=saumy his damages aforesaid in form aforesaid
acknowledged and also One hundred and ninety
Two Pagodas and Eighteen fanams for his said
Costs and Charges by the Court now here adjudged
to the said Gilbert and with his assent which
said damages Costs and Charges in the Whole Amount
to Two hundred and Eighty Pagodas and Seventeen
fanams and the said Ramasawmy in Mercy &c
Mercy

And hereupon the said
Gilbert Ricketts Esqr. by Joanes Ditney and
John Shaw his Attornies 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 Amingecary Ramasawmy Moodelly
to Satisfy the said Gilbert Ricketts
of Two hundred and eighty Pagodas
and

and Seventeen Panams which the said Gilbert Pacletts recovered against the said Amingeary Ramasawmy Moodelly for damages sustained as well on occasion of the non-performance of certain promises and undertakings lately made by the said Amingeary Ramasawmy Moodelly to the said Gilbert Pacletts 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 January One thousand eight hundred and thirteen ———

Writ of Ca: ad: Sa: issued on the 15th. day of Decemr. 1812 —

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1812

Judgment Roll

Fourth Term

Section 25.

I Dw.

for the prosecution to wit

Rae which said Plaintiff for

that is to say. ——

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of his Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve ——

Madras to Wit } Meerjaun Thackseby puts in his place Gilbert Ricketts his attorney against Maudree Moodelly in a plea of Debt ——

Madras to Writ } The said Maudree Moodelly in his own proper person at the suit of the said Maudree Thackseby in the plea aforesaid ——

Madras to Writ } Be it remembered that in the Vacation after the Fourth Term in the year of Christ One thousand eight hundreds and Twelve before the Supreme Court of judicature at Madras came Maudree Thackseby by Gilbert Ricketts his attorney and brought into the said Court then there his certain plaint against the said Maudree Moodelly in a Plea of Debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followd in these words that is to say. ——

Madras

574

Fourth Term 1812.

Plaint in Debt
Filed 31st Decr 1812
S.S.

Madras to wit Meerjaun Thackseberg by Gilbert
Richetts his Attorney complains of Maudree Moodelly
being a Heindoo 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 Meerjaun Thackseberg
One Thousand and Eighty five Pagodas Twenty One
Fanams and forty Cash Current money of Madras
which he owes to and unjustly detains from him &c
For that Whereas the said Maudree Moodelly heretofore
to wit on the Twenty Seventh day of November in the
Year One Thousand Eight hundred and Twelve 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 (by the name and discription
of Maudree Moodelly an Heindoo Inhabitant of Madras)
to be held and firmly bound to the said Meerjaun
Thackseberg) by the name and discription of
Meerjaun Thackseberg a Mahomedan Inhabitant of
Madras) in the sum of One Thousand and
Eighty five Pagodas Twenty One Fanams and forty
Cash of the Current Money of Madras aforesaid to
be paid to the said Meerjaun Thackseberg when he the
said Maudree Moodelly should be thereto afterwards
requested. Yet the said Maudree Moodelly (although

often Requested) hath not yet paid the said Sum of One Thousand and Eighty five Pagodas Twenty one fanams and forty Cash above demanded or any Part thereof to the said Meerjaun Shackseby but to pay the same or any part thereof to the said Meerjaun Shackseby he the said Mandree Moodelly hath wholly refused and still doth refuse to the damage of the said Meerjaun Shackseby of One hundred Pagodas and therefore he brings Suit

Judgment by Confession

And the said Mandree Moodelly by Daniel Neale his Attorney comes and defends the Wrong and injury when &c. and the said Meerjaun Shackseby prays that the said Mandree Moodelly may Answer to his said declaration whereupon the said Attorney of the said Mandree Moodelly says that he is not informed by the said Mandree Moodelly of any Answer to be given for him in the premises, nor doth he say any thing in bar or preclusion of the said Action of the said Meerjaun Shackseby by reason of which he remains therein undefended against the said Mandree Moodelly. Therefore it is Considered that the said Meerjaun Shackseby do Recover Against the said debt and also Sixty two Pagodas and Eight fanams for his damages which he had Sustained as well by Occasion of the detaining the said debt as

Judgment Signed for the Plaintiff the 14th day of Dec. 1812 — S. Shaw D. Prothy

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 Meerjaun Shackleberg and
with his Assent And the said Maudree
Mercy- Modelly in Mercy &c.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Macnaghten Knight one of His Majestys justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and Twelve ——

Madras to wit } Pooduchary Nallatomby Moodelliar puts in his place James Morris his attorney against Thungamall the Widow and representative of Sody Chengalavroyen deed in a plea of Trespass on the Case —

Madras to wit } The said Thungamall the Widow and representative of Sody Chengalavroyen deed in her own proper person at the Suit of the said Pooduchary Nallatomby Moodelliar 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 Twelve before the Supreme Court of judicature at Madras came Pooduchary Nallatomby by James Morris his Attorney and brought into the said Court then there his certain plaint against the said Thungamall in a Plea of Trespass on the Case and there are pledged for the prosecution to wit John Doe and Richard Roe which said Plaint followd in these words that is to say —

Madras

Plaint in
a Compleat Filed
10th June 1812
J.J.

Madras (to Wit) Poduchary Nallatomby
Modaliar by James Morris his attorney
Complains of Thungamall the Widow and the
Representative who has possessed herself of the Estate
which was at the time of his death of Lady Chengalva-
rayan deceased who was a Hindoo Native of India
(And which Thungamall is an Inhabitant of Madras &
and as such Person subject to the jurisdiction of this
Honorable Court) For that Whereas heretofore to wit on
the Ninth day of April in the Year of Christ One
Thousand Eight hundred and four at Madras the
said Lady Chengalvarayan in his life time according
to the Custom of such Hindoos made his Certain
Note in Writing in the Malabar language his proper
hand being thereunto Subscribed bearing date the day
and Year aforesaid and then and there delivered the
same Note to the said Nallatomby By which
Note the said Lady Chengalvarayan Acknowledged
that he had borrowed and received the Sum of
Five Hundred Star Pagodas and engaged to Repay to
the said Nallatomby the same Sum on or before
the Thirtieth day of October then next with
interest at the rate of Twelve ℔ Cent ℔ Annum
By means of which Note and According to the Custom
aforesaid

aforesaid of such Kindoog the said Sody Chen=
-galvarayan in his life time became liable to
pay to the said Nallatomby the said Sum of
Money in the said Note specified with Interest
According to the tenor and effect of the said Note
And being so liable the said Sody Chengalvarayan
in his life time in Consideration thereof after=
wards to wit on the said Ninth day of April
in the Year aforesaid at Madras aforesaid
undertook and then and there faithfully Promised the
said Nallatomby to pay him the said Sum of
Money in the said Note specified with Interest
according to the tenor and effect of the said Note And
whereas the said Sody Chengalvarayen in his life
time afterwards to wit on the First day of January
in the Year of Christ One Thousand Eight hundred
and Eleven at Madras aforesaid was indebted to the
said Nallatomby in the Sum of One Thousand Pa=
-goda's of the lawful Current Money of Madras
for Money by the said Nallatomby before that time
lent and advanced to the said Sody Chengalvarayan
and at his special instance and request - And being
so indebted the said Sody Chengalvarayen in his
life time in consideration thereof afterwards to wit

on

on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nallatomby to pay him the said last mentioned Sum of Money when he the said Lody Chengalvarayan should be thereto afterwards requested. And whereas the said Lody Chengalvarayan in his life time afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Nallatomby of and concerning divers other Sums of Money before that time due and owing from the said Lody Chengalvarayan to the said Nallatomby and then being in arrear and unpaid upon which accounting the said Lody Chengalvarayan was then and there found to be in arrear and indebted to the said Nallatomby in the further Sum of One Thousand Star Pagodes of like lawful Current Money of Madras and being so found in arrear and indebted the said Lody Chengalvarayan 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 Nallatomby to pay him the said last mentioned Sum of Money when he the said Lody Chengalvarayan should be

thereto

thereto afterwards requested Yet the said Sody Chengalvarayan in his life time and the said Thungarnall Representa-tive as aforesaid not regarding the said several Promises and undertakings of the said Sody Chengalvarayan to by him in Manner and form aforesaid made but Contriving and intending to deceive and defraud the said Vallatomby in this behalf the said Sody Chengalvarayan in his life time did not pay and the said Thungarnall Representative as aforesaid Since the death of the said Sody Chengalvarayan hitherto hath not paid to the said Vallatomby the said several sums of Money or any or either of them or any part thereof or any interest Money for the said sum of Five hundred Star Pagodas (although the said Sody Chengalvarayan in his life time to wit on the day and Year last aforesaid and the said Thungarnall Representative as aforesaid Since the death of the said Sody Chengalvarayan to wit on the Tenth day of June in the Year of Christ One Thousand Eight hundred and Twelve. And Attentimes afterwards at Madras aforesaid were requested by the said Vallatomby to pay the same) But to pay the same Monies the said Sody Chengalvarayan in his life time

wholly refused and the said Thungannall Representa-
tive as aforesaid still refuses to the damage of the
said Nallatomby of One Thousand Star Pagodas
and therefore he brings his suit &c.

Judgment by Confession

And the said Thungannall 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 Nallatomby now but that the said Sody
Chengalvarayan in his life time did undertake and
promise in Manner and form as the said Nallatomby
by hath above thereof Complained against her the
said Thungannall now but that the said Nallatomby
hath Sustained damage by reason of the non performance
by the said Sody Chengalvarayan in his life time of
his Several promises and undertakings in the Plaint
Mentioned to the Sum of Six hundred and forty
four Pagodas and twenty two fanams Parcel of the
damages by the Plaint Supposed over and besides
the Costs and Charges of him the said Nallatomby
by him about his Suit in this behalf expended.

And thereupon the said Nallatomby
relinquishing the residue of the damages in the
Plaint Mentioned prays Judgment for the said Sum
of Six hundred and forty four Pagodas and twenty
two

judgment Signed for the Plaintiff. this 5th day of June 1813 — J. Shaw D. Provost

two fanams and for his said Costs and Charges

It is therefore Considered and adjudged that the said Nellatomby recover against the said Thungamalle Representative as aforesaid his Damages aforesaid to the said Sum of Six hundred and forty four Pagodas and twenty two fanams and that the said Thungamalle pay to the said Nellatomby for his said Costs and Charges the Sum of Eighty Nine Pagodas and Six fanams which damages Costs and Charges Amount to Seven hundred and Thirty three Pagodas and twenty eight fanams to be levied of the Estate which was of the said Lady Chengalvarayen at the time of his death and which hath Come to and now is or may be in the hands of the said Thungamalle as Representative as aforesaid to be administered and the said Thungamalle in Mercy &c.

Mercy

And hereupon the said Pondo=
=chary Nellatomby Moodelliar by John Morris his attorney prays the writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Goods Lands Debts and other Effects real and

Perſonal of the ſaid Soby Chungalvarayen at the
time of his death in the hands of the ſaid
Thungamalle this Widow and repreſentatrix of the
ſaid Soby Chungalvarayen deceaſed to be adminiſtered
within the juriſdiction of this Court by Seizure
and if it be neceſſary by Sale thereof this Sum of
Seven hundreds and thirty three Pagodas and twenty
eight fanams which the ſaid Pondichery Neltatumby
Mondelliar recovered againſt the ſaid
Thungamalle at the Widow and perſonal
repreſentatrix as aforeſaid for his damages
which he had ſuſtained as well by occaſion
of the non performance of certain promiſes and
undertakings made by the ſaid Soby Chungal-
-varayen as had ſaid time to the ſaid Pondichery
Neltatumby Mondelliar as for his coſts and
charges by him about his ſuits in that behalf
expended and it is granted unto him returnable
here on the Fifth day of February One
thouſand eight hundreds and thirteen

Writ of Fieri Facias iſſued againſt the Deft's property on the 5th day of Janry 1813

Fourth Term 1812

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 at the Fourth Term in the year One thousand eight hundreds and Twelve.

Madras ss John Doe on the demise of Aurecauttoo Vencatarayia Chittyar puts in his place Robert Orme his attorney against Nullatomby Nauck Mannea Eerah Nauck Cholapah Nauck Tandava Moorty Nauck Ponnappan and Vellyan in a plea of Trespass on the Case and Ejectment.

Madras ss The said Nullatomby Nauck Mannea Eerah Nauck Cholapha Nauck Tandava Moorty Nauck Ponnapen and Vellyan puts in their place Daniel Seale their attorney at the Suits of the said John Doe in this plea aforesaid.

Madras ss Be it remembered that in this Vacation after the Third Term in the year of Our Lord One thousand eight hundreds and Eleven before the Supreme Court of judicature at Madras came John Doe on the demise of Aurecauttoo Vencatarayia Chittyar by Robert Orme his attorney and brought into the said Court then and there his certain plaint against the said Nullatomby Nauck Mannea Eerah Nauck Cholapah Nauck Tandava Moorty Nauck Ponnapen and Vellyan in a plea of Trespass on the Case and Ejectment and there are Pledges for the prosecution to Wit John Doe

Plaint en Ejectment Filed 6 Sept. 1811 HK.

Madras ss. John Doe by Robert Orme his Attorney Complains of Nullatomby Naick, Mannia Carah Naick, Cholia pah Naick & Tandava Moorty Naick, Pannapapan, and Vellyan, being respectively Hindoo Inhabitants of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas on Aureeanthe Sencatavaya Chettyar heretofore to wit on the Seventh day of January in the Year of Christ One thousand Eight hundred and Seven at Madras aforesaid had demised granted and to farm let to the said John Doe four Messuages eight out houses and four Cawnies of Land with the appurtenances Situate being and lying at Mootal Pettah in the New Street at Mullistreevara Pagoda between the Houses formerly of Colakumbankorn & Kistnamah Naick and Valapooley Tannepundell Colandiappa Naick in Madras aforesaid and within the Jurisdiction of this Honorable Court to have and to hold the said Tenements with the appurtenances to the said John Doe and his

assigns from the Sixth 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 compleate and ended by virtue of which said demise the said John Doe entered into the said Tenements with the appurtenances so demised to him as aforesaid and was possessed thereof and being so possessed thereof they the said Nullatamby Naick, Mannea Cuvah Naick, Cholappa Naick Tondova Moonty Naick, Lonnappan and Vellyan afterwards to wit on the same day and year aforesaid with force and arms &c. entered into the said Tenements with the appurtenances in the possession of the said John Doe and them and there ejected drove out and removed the said John Doe from his said farm his said Term thereof not being ended and from the said John Doe so ejected drove out and removed doth keep out and still doth keep out from his possession thereof

And Whereas the said Aureenattan Venatarayen Chettyar afterwards to wit on the said Seventh day

of January in the said year of Christ One thousand
Eight hundred and eleven at Madras aforesaid had
demised granted and to farm let to the said John
Doe four other Messuages eight other outhouses and
four other Cannies of Land with the appurtenances
situate lying and being at Mootial Pettah in the
New Street at Mullisowara Pagoda between the
houses formerly of Vallapoallay Tannepundell Colandia
=appa Naick and Coopoo Naick Moodoo Naicks
in Madras aforesaid and within the Jurisdiction
of this Honorable Court To have and to hold the said
last mentioned Tenements with the appurtenances
to the said John Doe and his assigns from the last
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 last mentioned
demise the said John Doe entered into the said
Tenements with the Appurtenances & demised
to him as last aforesaid and was possessed thereof
and being so possessed thereof they the said
Nullatomby Naick Mannea Carah Naick
Vedeyapa

Fourth Term 1812

Cholicappa Naick Tandava Moorty Naick Pommaspan and Vellyan afterwards to wit on the same day and year last aforesaid with force and Arms &ca entered into the said Tenements with the appurtenances in the poseession of the said John Doe and them and there ejected drove out and removed the said John Doe from his said farm his said Term therein not being ended and him the said John Doe so ejected drove out and removed hath kept out and still doth keep out from his poseession thereof and other injuries to him then and there did against the peace of our Lord the Now King and to the damage of the said John Doe of Five hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the Fourth Term one thousand eight hundred and Eleven until which Term the said Nullatomby Naick Marriaver Naick Cholicapah Naick Tandava Moorty Naick Pommaspen and Vellyan had leave to imparl to the said Plaint and then to answer the same came &c.

Imparlance

Mell

well the said John Doe on the Demise of Aureeambo
Veeraterayen Chetteyan by his said Attorney as the
said Nullatonnby Naick Mannineeava Naick - Chel=
=apah Naick - Tandava Moorty Naick Pennapen
and Vellayan by their said Attorney and the said
Nullatonnby Naick Mannineeava Naick - Chelliapah
Naick Tandava Moorty Naick Pennapen and
Vellayan defend the force and injury when &c and
say that they are not guilty of the trespass and
Ejectment above laid to their Charge in
Manner and form as the said John Doe hath
above thereof Complained against them - and this
they pray may be enquired of by the Court -

And the said John Doe

doth the like -

Afterwards for the Trial of the Issue so
as aforesaid Joined a Day was given by the Court
to the Parties respectively -

at which Day being the Thirtieth day of
September in the year of Our Lord One thousand
Eight hundred and Eleven - Came as well the
said John Doe by his said Attorney as the said
Nullatonnby

Plea filed 14 September 1811. G.R.

Issue joined 1 Oct 1811. G.R.

Fourth Term 1812

Nullatamby Naick, Mannea Cavah Naick, Cholia pah Naick, Tandaroorty Naick, Pornappan and Vellyan by their attorney above named, And the Justices of this Court having heard Examined and Considered the allegations of the said Parties in respect to the Matters in Issue between them and the Evidence adduced in that behalf were about to Pronounce Judgment of and upon the Premises Whereupon the said John Doe departed from the Court and altho solemnly called came not again but made default and did not further Prosecute his said Plaint and suit against the said Nullatamby Naick Mannea Cavah Naick, Cholia pah Naick, Tandaroorty Naick, Pornappan, and Vellyan Therefore it is Considered that the said John Doe take nothing by his said Plaint but that he and his Pledges to Prosecute be in Mercy &c. and that the said Nullatamby Naick Mannea Cavah Naick, Cholia pah Naick, Tandaroorty Naick Pornappan, and Vellyan go thereof without Day And it is further Considered that the said Nullatamby Naick Mannea Cavah Naick, Cholia pah

Judgment Signed for the Defendants the 15th day of January 1813
I Shaw
Dy Scribe

Naick, Tandavoorty Naick Ponnappan and Vellyan proved against the said John Doe for their Costs and Charges laid out by them about their Defence in this behalf the Sum of One hundred and forty four Pagodas and thirty two Fanams and that the said Nellatamby Naick Mannea Carah Naick, Cholia pah Naick, Tandavoorty Naick, Ponnappan and Vellyan, have Execution thereof &c —

And thereupon the said Nellatamby Naick Mannea Carah Naick Cholia pah Naick Tandavoorty Naick Ponnappan and Vellyan by Daniel Drake their Attorney prays the Writs of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said John Doe to satisfy the said Nellatamby Naick Mannea Carah Naick Cholia pah Naick Tandavoorty Naick Ponnappan and Vellyan the Sum of one hundred and forty four Pagodas

and

and thirty two pounds adjudged to the said
Nehalatomby Starck Mamona Barak Starck
Cholicopak Starck Tandawonty Starck
Pannapepan and Kellyan for Costs and
charges by them expended about their Defence
at the Suit of the said John Doe and
it is granted unto them returnable here on
this 2d Twentieth day of January instant.

Writ of Capias ad Satisfaciendum issued against the Effects of the said for Costs on the 15th day of June 1813.

Fourth Term 1812 3785

Plea before the Honble Sir Thomas Andrew Strange Knight Chief justice and the Honble Sir Francis Knight one of His Majesty's justices of the Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and twelve ——

Madras to Writ — Thomas Gill puts in his place James Morris his attorney against George Fraser in a Plea of Debt. ——

Madras to Writ — The said George Fraser in his own proper person at the suit of the said Thomas Gill in the Plea aforesaids. ——

Madras to Writ — Be it remembered that in the Vacation after the Seconds Term in the year of our Lord one thousand eight hundreds and twelve before the Supreme Court of judicature at Madras came Thomas Gill by James Morris his attorney and brought into the said Court then there his certain Plaint against the said George Fraser in a Plea of Debt 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 1812

Plaint in Debt Filed 4th April 1812 — J.L.

Madras to wit Thomas Gill by James Morris his Attorney Complains of George Fraser who is an Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court of a Plea that the said George render to the said Thomas Six hundred and thirteen Star Pagodas of the Current Money of Madras which the said George owes to and detains from the said Thomas For that Whereas heretofore to wit on the Twenty fourth day of November in the Year of Christ One Thousand Eight hundred and Ten at Calcutta in Bengal to wit at Madras the said George 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 Thomas in the Sum of Two Thousand Sicca Rupees of the lawful Money of Bengal To be paid to the said Thomas when he the said George should be thereto afterwards requested and the said Thomas avers that the said Sum of Money Mentioned in the said Writing Obligatory

20 Aug
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1812

Judgment Roll

Smith Sum

Sec 20-

Judg.

Confession

and

the said

at the time of the Making thereof as aforesaid was of a large Value to wit of the value of Six hundred and thirteen Star Pagodas of the Current Money of Madras to wit at Madras whereby an Action hath Accrued to the said Thomas to demand and have of and from the said George the said Six hundred and thirteen Star Pagodas so being the Value of the Current Money of Madras of the said Sum of Money Mentioned in the said Writing Obligatory at the time of the Making thereof as aforesaid Yet the said George (although often requested &c.) hath not paid to the said Thomas the said Six hundred and thirteen Star Pagodas above demanded or any part thereof But the said George hath wholly refused and he still refuses to pay the same to the damage of the said Thomas of Ten Star Pagodas and therefore he brings his Suit &c.

Judgment by Confession —

And the said George by Daniel Neale his Attorney comes and defends the wrong and injury when &c. and says that he cannot deny the said action of the said Thomas nor but that

the

the said writing Obligatory in the said plaint
of the said Thomas mentioned is the deed of
him the said George now but that he the said
George doth owe to and detain from the said Thomas
the Six hundred and thirteen Star Pagodas above
demanded in manner and form as the said
Thomas hath above thereof complained against
the said George and thereupon the said Mr.
Thomas prays judgment and his debt aforesaid
and also his Costs and Charges laid out by him
about his suit in this behalf to be adjudged to him
&c.

It is therefore considered and adjudged
that the said Thomas recover against the said
debt
George his said, and that the said George pay to
the said Thomas for the Costs and Charges
of the said Thomas laid out by him about his
Suit in this behalf the sum of Eighty four Pagodas
and twelve Fanams and the said George &c
in Mercy &c.

judgment Signed
for the Plaintiff
the 1st day of
February 1813
S. Shaw
D. Prothr.