1083

Box

First Term 1813.

Pleas before the Honble Sir Thomas Andrew Stranger Knight Chief justice & the Honble Sir Francis Oliver Kyd one of His Majesty's justices of His Majesty's Court of judicature at Madras of the First Term in the year One thousand eight hundred and thirteen ——

Madras to Wit } John Doe on the demise of Mungatroy Ummall puts in his place Daniel Neale his Attorney against Vencata-=ramah Chitty and Paupatta Vencatakistnamah Chitty in a plea of Trespass on the case and Ejectment. ——

Madras to Wit } The said Paupatta Vencatakistnamah Chitty and Vencataramah Chitty puts in their place Robert Orme their attorney at the Suit of the said John Doe in the plea aforesaid. ——

Madras to Wit } Be it remembered that at of 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 Mungatroy Ummall by Daniel Neale his attorney and brought into the said Court then there his certain plaint = against the said Vencataramah Chitty and Paupatta Vencatakistnamah Chitty in a plea of Trespass on the Case and Ejectment and then are alleged for the prosecution to wit John Deane and Richard from which said Plaint follows in these words that is to say ——

Madras —

First Term 1813.

John Doe by Daniel Neale his
Complaint of Venkatarama Chitty and Pampatta
Venkatesnama Chitty Hindoo Inhabitants of Madras and
as such subject to the Jurisdiction of this Honorable Court
For that Whereas Mungatoy Ummal 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 Cawnies of Ground with
the Appurtenances situate and being in Tellisinga Moodelly
Street in the Black Town of Madras. To have and
to hold the same with the Appurtenances to the said
John Doe and his Assigns from the fourth day of the
said Month of January in the said Year of our
Lord One thousand Eight hundred and Ten for and
during and unto the full end and term of five years
from thence next ensuing and fully to be compleat
and ended. By virtue of which said demise the said
John Doe entered into the said Premises with the
Appurtenances and was possessed thereof until the said
Venkatarama and Venkatakesnama afterwards to wit
on the Sixth day of the said Month of January in
the said year One thousand right hundred and ten
with force and Arms &c entered into the premises
aforesaid with the Appurtenances which the said
Mungathoy Ummal demised to the said John in
manner aforesaid for the [illegible] aforesaid which is not

No. 1

yet

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. —

Consent Rule to appear and Plead by the Defendant — Filed 30th July 1813.

And afterwards that is to say in the same Third Term of the said year One thousand Eight hundred and Eleven. The said Daupatla Venkatakistnamah Chitty and Venkataramah Chitty by Robert Orme their Attorney — come and 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 of this they put themselves upon the Court &c. —

Plea filed 5th August 1813.

Replication filed 18th Sept. 1813. and issue joined —

And the said John Doe doth the like. —

Judgment for the Pltf. for the Plaintiff

Afterwards as well the said John Doe as the said Venkataram Chitty and Venkatakistnamah Chitty 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 behove them on which day — being the Sixth day of April in the Second Term of thousand Eight hundred and Twelve come Venkatakistnamah Chitty John Doe and Venkataram Chitty

No. 1

First Term 1813.

Parties 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 Venkataram Chitty and Venkata-Krishnamah Chitty are 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 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 adjudged by the said Justices of the Court here that the said John Doe recover against the said Venkataram Chitty and Venkata-krishnamah Chitty his said Term yet to come of and in the Tenements aforesaid with the Appurtenances and his said damages so as aforesaid found and the said Justices do also Award and Order that the said Venkataram Chitty and Venkatakrishnamah Chitty do pay unto the said John Doe for the Costs and Charges of the said John Doe laid out by him about his suit in this behalf the sum of Two hundred and Sixteen Pagodas and twelve fanams which said damages costs and Charges amounts to the sum of Two hundred and twenty two Pagodas and Twelve fanams and let the said Venkataram Chitty and Venkatakrishnamah Chitty be taken &c. and hereupon 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. &c. It is granted to him Returnable here on the

Judgment signed for the Sajor of the Plaintiff the Eighteenth day of March 1813.

J Shaw
Dy Prothy

No. 5.

Divers

First Term 1813.

Writ of Possession issued on the 28th March 1813.—

Twenty Fifth day of March in said.—

Second Term 1813.

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 Thirteen.—

Madras to wit } Tayanagaram Valoyooda Moodeliar puts in his place james Morris his attorney against Vedenauda Chitty Veerabadra Chitty Arovnachella Chitty and Venkatakistna Chitty in a plea of Trespass on the case—

Madras to wit } The said Vedenauda Chitty Veerabadra Chitty Arumachella Chitty and Venkatakistna Chitty in their own proper persons at the Suit of the said Tayanagaram Valoyooda Moodeliar 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 Thirteen before the Supreme Court of Judicature at Madras came Tayanagaram Valoyooda Moodeliar by James Morris his attorney and brought into the said Court then there his certain plaint against the said Vedenauda Chitty Veerabadra Chitty Arovnachella Chitty and Venkatakistna 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.

No 2.

Madras

Second Term 1813.

Plaint in Assumpsit filed 8th September 1812 –

Madras to wit. Tanjanagaram Valeyooda Modaliar by James Morris his Attorney complains of Videnanda Chitty, Veerabadra Chitty, Aroonachilla Chitty and Venkata-Kerustna Chitty who are Hindoo Inhabitants of Madras and as such persons Respectively Subject to the Jurisdiction of this Honorable Court. For that Whereas on the Eleventh day of May in the Year of Christ One thousand Eight-hundred and Nine at Madras the said Videnanda Veerabadra, Aroonachila and Venkatakerustna 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 first Viaasy of Soockla Year (corresponding with the day and year of Christ aforesaid) and then and there delivered the same Note to the said Valeyooda By which said Note the said Videnanda, Veerabadra Aroonachila and Venkatakerustna (by the name and Addition of Videnanda Chitty son of Singhy Chitty of and his Copartners of Vcaupaury Cast of Madras) Acknowledged they had borrowed in Company's Rupees the Sum of three hundred Pagodas Current money of Madras and engaged to Repay to the said Valeyooda the same Sum of Money on or before the Thirtieth Arpesy or the Tenth day of November then Next with interest at the Rate of Twelve per Cent per Annum By means whereof and according to

No 2

(Seal) Custom aforesaid of such Hindoos the said
Videnauda, Veerabadra, Aroonachila and Veneatake-
rustna became liable to pay to the said Valoyooda
the said sum of Money in the said Note Specified
and interest according to the tenor and effect of
the said Note. and being so liable the said
Videnauda, Veerabadra Aroonachila and Veneatakerustna
in Consideration thereof Afterwards to wit on the said
Eleventh day of May in the year One thousand Eight
hundred and Nine aforesaid at Madras aforesaid
undertook and then and there faithfully promised the
said Valoyooda 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 Videnauda Veerabadra Aroonachila and
Veneatakerustna afterwards to wit on the Tenth day of
July in the year of Christ One thousand Eight hundred
and Twelve at Madras aforesaid was indebted to the said
Valoyooda in the sum of Six hundred Star Pagodas
of the Lawful Current Money of Madras for money by
the said Valoyooda before that time lent and advanced
to the said Videnauda, Veerabadra, Aroonachila and
Veneatakerustna and at their Special instance
and Request. And being so indebted the said Videnauda
Veerabadra Aroonachila and Veneatakerustna in
Consideration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid undertook

and

and then and there faithfully promised the said Valoyooda
to pay him the said last mentioned Sum of money when they
the said Videnauda, Veerabadra, Aroonachela and Venkata=
=Kernstna should be thereto afterwards Requested. And whereas
the said Videnauda Veerabadra Aroonachilla and Venkata=
=Kernstna afterwards to wit on the same day and year
last aforesaid at Madras aforesaid accounted with the said Valoyooda of and
concerning diver other sums of money before that time due
and owing from the said Videnauda Veerabadra Aroonachila
and Venkatakernstna to the said Valoyooda and then being
in Arrear and unpaid upon which accounting the said
Videnauda, Veerabadra, Aroonachila and Venkatakernstna
were then and there found to be in Arrear and indebted to
the said Valoyooda in the further sum of Six hundred
Star Pagodas of like lawful Current money of Madras
and being so found in Arrear and indebted the said
Videnauda, Veerabadra, Aroonachila and Venkatakernstna
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 Valoyooda to
pay him the said last mentioned sum of Money when they
the said Videnauda, Veerabadra, Aroonachila and Venkata=
=Kernstna should be thereto afterwards Requested. Yet the said
Videnauda, Veerabadra, Aroonachila and Venkatakernstna
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

defraud the said Valoyooda in this behalf
hath not yet paid the said Several Sums of Money or any
or either of them or any part thereof or any interest for the
said three hundred Star Pagodas to the said Valoyooda
(although so to do the said Videnauda, Veerabadra
Aroonachila and Venkatakrustna were Requested by the
said Valoyooda 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 Valoyooda the said Videnauda, Veerabadra
Aroonachila and Venkatakrustna have and each of them
hath hitherto wholly refused and still do refuse. To the
damage of the said Valoyooda of Six hundred Star
Pagodas and therefore he brings his suit &c.

Charge
Confession filed 9th
April 1813.

Judgment by
Confession

And the said Videnauda, Veerabadra,
Aroonachila and Venkatakrustna by Daniel Neale
their Attorney come and defend the Wrong and injury
when &c. and say that they cannot deny the said
Action of the said Valoyooda Nor but that they the said
Videnauda, Veerabadra, Aroonachila and Venkatakrustna
did undertake and promise in manner and form as the
said Valoyooda hath above thereof complained against them
Nor but that the said Valoyooda hath sustained damage
by occasion of the Nonperformance by the said Videnauda
Veerabadra, Aroonachila and Venkatakrustna of their
Several promises and Undertakings in the plaint mentioned
to the sum of Two hundred and Sixty five Pagodas

No 2.

twenty

twenty fanams and thirty Nine Cash (proved) the damages by the Plaint supposed) over and besides his Costs and Charges by him about his suit in this behalf expended and thereupon the said Valoyooda Relinquishing the residue of his damages in the Plaint mentioned prays Judgment for the said sum of three hundred and Sixty five Pagodas twenty fanams and thirty Nine Cash so as aforesaid confessed and for his said Costs and Charges. It is therefore considered and Adjudged that the said Valoyooda Recover against the said Videnauda, Veerabadra, Aroonachila and Venkata-Rerustna his damages aforesaid to the said Sum of three hundred and Sixty five Pagodas twenty fanams and thirty Nine Cash And that the said Videnauda, Veerabadra, Aroonachila and Venkatakerustna pay to the said Valoyooda for his said Costs and Charges the sum of Eighty three Pagodas and fifteen fanams which damages Costs and Charges amount to four hundred and forty eight Pagodas thirty five fanams and thirty Nine Cash. And the said Videnauda, Veerabadra, Aroonachila and Venkatakerustna in Mercy &c.

Judgment signed for the Plaintiff the 9th day of April 1813. J Shaw Dy Prothy.

Mercy.

And hereupon the said Tanjanagaram Valoyooda Moodeliar by William Light his Attorney prays that 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

Second Term 1813.

Videnanda Chitty Veerabadra Chitty Aroona
Chitty and Venkatakistna Chitty within the
jurisdiction of this Court by Seizure and if it be
necessary by Sale thereof the Sum of Four hundred
and forty eight Pagodas thirty five Fanams and
thirty nine Cash which the said Tanjanagarum
Valoyooda Mordelliar recovered against the said
Videnanda Chitty Veerabadra Chitty Arooniachella
Chitty and Venkatakistna Chitty for damages
which he hath sustained as well by occasion
of the non performance of certain promises
and undertakings lately made by the said
Videnanda Chitty Veerabadra Chitty Arooniachella
Chitty and Venkatakistna to the said
Tanjanagaram Valoyooda Mordelliar as for
Costs and charges by him about his
Suit in that behalf expended — And it is
granted unto him returnable here on the
Tenth day of May next —

Writ of Fieri Facias issues against the Defendants Goods on the 9th day of April 1813 —

No 2

Second Term 1813.

Held before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and The Hon^ble 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 Thirteen —

Madras ff Sewan Row puts in his place Robert Orme his Attorney against Probos Doss in a Plea of Trespass on the Case —

Madras ff The said Probos Doss puts in his place James Morris his attorney at the Suits of the said Sewan Row in the Plea aforesaid —

Madras ff Be it remembered that in the Fourth Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of Judicature at Madras came Sewan Row by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against the said Probos Doss in a Plea of Trespass in the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Madras

No 3.

Second Term 1813.

Plaint Attached. Damages £—
Feb 12th Defts
1813

Complaint of Proboo Dos being an Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court. For that Whereas the said Proboo Dos heretofore to wit on the twenty third day of March in the year of Christ One thousand eight hundred and five at Madras aforesaid made his certain Promisory Note in Writing bearing date the day and year aforesaid and thereby then and there Three Months after the date thereof promised to pay to the said Jewun Row the sum of Eight hundred Star Pagodas with interest at the Rate of ten per cent per Annum. By Reason whereof and by force of the Statute in such case made and provided the said Proboo Dos became liable to pay to the said Jewun Row the said sum of Money in the said Promisory Note specified with the interest thereon according to the tenor and effect thereof. And being so liable he the said Proboo Dos 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 Jewun Row to pay him the said sum of Money in the said Promisory Note specified with the interest thereon according to the tenor and effect of the said Note. And whereas also the said Proboo Dos afterwards to wit on the said twenty-third day of March in the year aforesaid at Madras aforesaid made his certain other Promisory Note in writing bearing date the day and year aforesaid and thereby then and there Three Months after the date thereof promised to

No 3.

to pay to the said Sevun Row the sum of Two hundred
Star pagodas with interest at the rate of Six per Centum per
Annum. By Reason whereof and by force of the Statute
in such case made and provided the said Proboo Dofs
became liable to pay to the said Sevun Row the said
Sum of Money in the said last mentioned Promisory 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 Proboo Dofs in consideration thereof
Afterwards to wit on the same day and year Aforesaid
at Madras aforesaid Undertook and then and there
faithfully promised the said Sevun Row to pay him the
said Sum of money in the said last mentioned
Promisory Note specified with the Interest thereon according
to the tenor and effect of the said last mentioned Note.
And whereas also the said Proboo Dofs afterwards to
wit on the twenty Sixth day of June in the year
Aforesaid at Madras aforesaid was indebted to the
said Sevun Row in the sum of three thousand Star
Pagodas of the Current Money of Madras for so much
Money by the said Proboo Dofs before that time had
and received to and for the Use of the said Sevun
Row and at his special instance and Request. And being
so indebted he the said Proboo Dofs 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 Sevun

Row

Jewun Row to pay him the said last mentioned Sum of Money
when the said Proboo Dofs should be thereunto Afterwards
requested. And Whereas also the said Proboo Dofs afterwards
to wit on the same day and year last aforesaid at —
Madras aforesaid accounted with the said Jewun Row
of and concerning divers other sums of Money before that
time due and owing from the said Proboo Dofs to the said
Jewun Row and then being in arrear and unpaid and upon
that Accounting the said Proboo Dofs was then and there found
to be in arrear and indebted to the said Jewun Row in the
further sum of Three thousand Star pagodas of like Current
Money and being so found in Arrear and indebted he
the said Proboo Dofs 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 Jewun Row to pay him the said last
mentioned sum of Money when he the said Proboo Dofs —
should be thereunto afterwards requested — Yet the said Proboo
Dofs 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 Jewun Row in this behalf hath not
(althó' often requested &c.) yet paid the said Several Sums of
Money or any of them or any part thereof. But the said
Proboo Dofs to pay the same or any part thereof to the
said Jewun Row hath hitherto wholly refused and still
doth refuse to the damage of the said Jewun Row of

No 3.

Three

Three thousand Star Pagodas and therefore he brings his suit &c. —

Plea filed 21st September 1812.

And afterwards that is to say in the same Fourth Term of the said Year of Christ One thousand Eight hundred and Twelve the said Proboo Dofs by James Morris his Attorney comes and defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said Jeiven Row hath above thereof complained against him. And this he prays may be enquired of by the Court. —

Issue joined.

And the said Jeiwan Row doth the like. —

Plaintiff Nonsuited.

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 first day of October in the fourth Term now last past came the said Jeiwn Row and also the said Praboo Dofs 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 were about to pronounce their Verdict of and upon the premises. — Whereupon the said Jeiwn Row departed from the Court and (although Solemnly called) came not again but made default, and did not further prosecute his said plaint and Suit against the said Proboo Dofs. —

Therefore it is considered that the said Jeiwn Row take nothing by his said Plaint but that he and

Judgment signed for the Defendant the seventeenth day of April 1813. J Shaw

Term Term 1853.

Mercy and his pleasures to provide herein Mercy for.

Madras } Mr. Term 1813

Placed before the Worshipful Sir Thomas Andrew Strange Knight Chief Justice and the Worshipful Sir Francis Macnaghten Knight one of His Majesty's Puisne Judges of the Supreme Court of judicature at Madras of the Second Term in the year One thousand eight hundred and thirteen. ——

Madras to wit } John Doe of Mely Avonachella Moodeliar put in his place Gilbert Ricketts his attorney against Audenarrainia Moodelly Sobarroya Moodelly and Appoo Moodelly in a Plea of Trespass on the case and ejectment ——

Madras to wit. } The said Audenarrainia Moodelly Sobarroya Moodelly and Appoo Moodelly put in their place Daniel Neale their attorney at the Suit of the said John Doe in the Plea aforesaid ——

Madras to wit } Be it remembered that in the Third Term in the year of Christ One thousand eight hundred and eleven before the Supreme Court of judicature at Madras came John Doe on the demise of Mely Avonachella Moodeliar by Gilbert Ricketts his attorney and brought into the said Court then there his certain Plaint against the said Audenarrainia Moodelly Sobarroya Moodelly and Appoo Moodelly 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

No 4.

Madras

Second Term 1813.

Amended Plaint in Ejectment filed 30th July 1813.

Madras to wit. John Doe by Gilbert Vickells his Attorney Complains of Audenarraina Moodelly Soobaroya Moodelly and Appoo Moodelly being Inhabitants of Mad.a and as such persons liable to the Jurisdiction of this Honble Court in a Plea of Trespass and Ejectment. For that whereas Mily Arnachella Moodelly heretofore to wit on the Twentieth day of December in the Year of our Lord One thousand Eight Hundred and ten had demised granted and to farm let out to the said John Doe Ten salt pans with the Appurtenances thereto belonging situate lying and being at Eroongoonram and within the limits fixed for the Jurisdiction of this Honble Court. To have and to hold the said premises with the Appurtenances aforesaid to the said John Doe & his Assigns from the said twentieth day of December in the Year last aforesaid for and during and unto the full end and term of five years from thence next ensuing and fully to be Compleat and ended by Virtue of which said demise the said John Doe entered into the said premises with the Appurtenances and was possessed thereof until the said Audenarraina Moodelly Soobaroya Moodelly and Appoo Moodelly afterwards to wit on the twentieth day of December in the Year last aforesaid by Seven and Arms &c. entered on the premises aforesaid with the Appurtenances in the possession of the

No 4.

Second Term 1813

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.

Consent Rule to Defend thy Ayliger Filed 20th July 1811.

And Afterwards that is to say in the same Third Term in the said Year One thousand Eight hundred and Eleven the said Andenarraina Moodelly Soobaroya Moodelly and Appoo Moodelly by Daniel Veale their Attorney come and 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.

Plea filed 3rd August 1811.

And Afterwards that is to say in the Second Term of the Year of Christ One thousand Eight hundred and Twelve came the parties aforesaid by their Attornies aforesaid and thereupon the said Andenarraind Moodelly Soobaroya Moodelly and Appoo Moodelly by them above pleaded in bar and whereof they

Replication filed 4th April 1812 and issue joined

No 41

have

have put themselves upon the Court doth so likewise.

And Afterwards in the Fourth Term in the year of

Judgment as in Case of a Nonsuit by Order of Court made on the 2nd. October 1812. Say

Christ One thousand Eight hundred and twelve that is to say on the Second day of October until which day was given as well to the said John Doe as to the said Andenarrain Moodelly Soobaroy Moodelly and Appoo Moodelly to inform the Court of the premises at which day before the Justices of this Court came the said Andenarrain Moodelly Soobaroy Moodelly and Appoo Moodelly by their said Attorney and the said John Doe (although solemnly called) came not and it appearing to the Court here, that the said John Doe 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 by the said Justices of this Court that the said John Doe take Nothing by his Plaint but that he and his pledges to prosecute to Wit John Denn and Richard Fenn be in Mercy &c. and that the said John Doe go thereof without day. And it is further Considered by the said Court here that the said Andenarrain Moodelly Soobaroy Moodelly and Appoo Moodelly Recover against the said John Doe One hundred and Twenty Seven Pagodas and thirty Six fanams for his Costs and Charges by them about their

Judgment Signed for the Defendants the 30th. day of April 1813.
J Shaw
Dy Proth.

their defence in this behalf sustained adjudged by the Court here to the said Andenarrain Moodelly, Soobaroy Moodelly and Appoo Moodelly at their request according to the form of the Statute in that case made and provided. And that they the said Andenarrain Moodelly, Soobaroy Moodelly and Appoo Moodelly have their Execution thereof. &c.

5.

No 4

Second. Term 1813

No 4.

Second Term 1813

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 thirteen

Madras to wit — Timothy Goodtitle on this demise of Mily Arnachella Moodelliar puts in his place Gilbert Ricketts his attorney against Sorburoy Moodelly and Appoo Moodelly in a Plea of Trespass on the case and Ejectment —

Madras to wit — The said Sorburoy Moodelly and Appoo Moodelly in their own proper persons at the Suit of the said Timothy Goodtitle in the Plea aforesaid —

Madras to wit — Be it remembered that in the Third Term in the Year of Christ One thousand eight hundred and eleven before the Supreme Court of judicature at Madras came Timothy Goodtitle on the demise of Mily Arnachella Moodelliar by Gilbert Ricketts his attorney and brought into the said Court then there his certain plaint against the said Sorburoya Moodelly and Appoo Moodelly 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 —

No 5

Madras

Second Term 1812

Amended Plaint in Ejectment filed 30th July 1811.

W.

Madras to Wit. Timothy Goodtitle by Gilbert [illegible] his Attorney Complains of Soobaroy Moodelly and Appoo Moodelly being Inhabitants of Madras and as such persons liable to the Jurisdiction of this Worthe Court in a Plea of Trespass and Ejectment. For that Whereas Ellily Arnachella Moodelliar heretofore to wit on the Twentieth day of December in the year of our Lord One thousand Eight hundred and Ten had demised granted and to farm let out to the said Timothy Goodtitle Five Messuages with the Outhouses and Appurtenances thereto belonging Fifty other Buildings and fifty Acres of Land with the Appurtenances thereto belonging situate lying and being at Peddoo Naicks pettah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Worthe Court. To have and to hold the same premises with the Appurtenances aforesaid to the said Timothy Goodtitle and his Assigns from the said Twentieth day of December in the year last aforesaid for and during and unto the full end and term of five Years from thence next ensuing and fully to be compleat and ended by virtue of which said demise the said Timothy Goodtitle entered into the said premises with the Appurtenances and was possessed thereof untill the said Soobaroy Moodelly and Appoo Moodelly afterwards to wit on the Twenty first day of December in the year last aforesaid with force and Arms &c. entered in the

premises

No 5.

premises aforesaid with the Appurtenances in the
possession of the said Timothy Goodtitle and then and
there ejected drove out and amoved the said
Timothy Goodtitle from his said farm his said Term
therein not being yet ended and him the said Timothy
Goodtitle so ejected drove out and amoved hath kept
out and still doth keep from his possession thereof and
other injuries to him the said Timothy Goodtitle then
and there did against the peace of our Lord the King
and to the damage of the said Timothy Goodtitle of
five hundred Star Pagodas and therefore he brings
Suit &c. —

Consent Rule to Defend this Action filed 20th July 1811. WW

And afterwards to wit in the said Third Term
of the said Year One thousand Eight hundred and
Eleven the said Soobaroy Moodelly and Appoo Moodelly
by Daniel Neale their Attorney come and 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
Timothy Goodtitle hath above thereof Complained against
them - And this they pray may be inquired of by the
Court. —

Plea filed 3rd August 1811. WW

And afterwards that is to say in the Second
Term in the year of Christ One thousand Eight hundred
and Twelve came the parties aforesaid by their Attorneys
aforesaid - And thereupon the said Timothy as to the said
Plea of the said Soobaroy Moodelly and Appoo
Moodelly

Replication filed 7th April 1812. — and Issue joined WW

Moodelly by them above pleaded in bar and they have put themselves upon the Court so likewise. —

Judgment as in case of a Non Suit by Order of Court made on the 2nd October 1812. —

Judgment Signed for the Defendants the 30th day of April 1813. J. Shaw Dy Pothy

And Afterwards in the Fourth Term in the year of Christ One thousand Eight hundred and Twelve that is to say on the Second day of October until which day was given as well to the said Timothy Goodtitle as to the said Soobaroy Moodelly and Appoo Moodelly to inform the Court of the premises at which day before the Justices of this Court came the said Soobaroy Moodelly and Appoo Moodelly by their said Attorney and the said Timothy Goodtitle (although Solemnly called) came not and it Appearing to the Court here, that the said Timothy Goodtitle 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 by the said Justices of this Court that the said Timothy Goodtitle take Nothing by his Plaint but that he and his pledges to prosecute to wit John Doe and Richard Roe be in Mercy &c. And that the said Timothy Goodtitle go thereof without day. And it is further Considered by the said Court here that the said Soobaroy Moodelly and Appoo Moodelly recover against the said Timothy Goodtitle One hundred and twenty three Pagodas and thirty right fanams for

No. 5

their Costs and Charges by them about their
defence in this behalf sustained - Adjudged by the Court
here to the said Soobaroy Moodelly and Appoo Moodelly
at their Request according to the form of the Statute
in that case made and provided and that they
the said Soobaroy Moodelly and Appoo Moodelly have
their Execution thereof &c.

Second Term 1813.

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 Thirteen: ——

Madras to wit — John Denn on the demise of Mily. Annachella Moodeliar puts in his place Gilbert Ricketts his attorney against Soobaroya Moodelly and appoo Moodelly in a Plea of Trespass on the case and Ejectment ——

Madras to wit — The said Soobaroya Moodelly and appoo Moodelly puts in their place Daniel Neale their attorney at the Suit of the said John Denn in the Plea aforesaid ——

Madras to wit — Be it remembered that in the Third Term in the year of Christ One thousand eight hundred and eleven before the Supreme Court of Judicature at Madras came John Denn on the demise of Mily Annachella Moodeliar by Gilbert Ricketts his attorney and brought into the said Court then there his certain Plaint the said Soobaroya Moodelly and appoo Moodelly 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. 6.

Second Form

Amended Plaint in Ejectment filed 30th July 1811. JW.

Madras to wit. John Denn by Gilbert Ha. Attorney complains of Loobaroya Moodelly and Appa Moodelly being Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honble Court in a Plea of Trespass and Ejectment. For that whereas Mily Arnachella Moodelliar heretofore to wit on the twentieth day of December in the year of our Lord One thousand Eight hundred and ten by d. demised granted and to farm Let out to the said John Denn Five Messuages with the outhouses and Appurtenances thereto belonging Fifty other Buildings and fifty Acres of Land with the Appurtenances thereunto belonging situate lying and being at Peddoo Naick's pettah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honble Court To have and to hold the same premises with the Appurtenances aforesaid to the said John Denn and his Assigns from the said twentieth day of December in the year last aforesaid for and during and unto the full end and term of five years from thence next ensuing and fully to be compleat and ended by Virtue of which said demise the said John Denn entered into the said premises with the Appurtenances and was possessed thereof until the said Loobaroy Moodelly and Appoo Moodelly afterwards to wit on the Twenty first day of December in the year last aforesaid

No 6

Aforesaid with force and Arms &c. entered in the premises
Aforesaid with the Appurtenances in the possession of the
said John Denn and then and there ejected drove
out and amoved the said John Denn from his said
farm his said term therein not being yet ended and
him the said John Denn so ejected drove out and
Amoved hath kept out and still doth keep from his
Denn then and there did against the peace of our Lord
the King and to the damage of the said John Denn
of five hundred Star Pagodas and therefore he brings
Suit &c.

Copy of Rule to
Rend this Action
filed 20th July 1811
P.W.

And Afterwards that is to say in the said
Third Term of the said Year One thousand Eight hundred
and Eleven the said Soobaroya Moodelly and Appoo
Moodelly by Daniel Neale their Attorney come and defend
the force and injury when &c. and say that they are
not guilty of the Trespass and Ejectment above
their Charge in manner and form as the said John
Denn hath above thereof complained against them - And
this they pray may be enquired of by the Court. -

Plea filed 3rd August
1811- P.W.

And afterwards that is to say in the Second Term
in the Year of Christ One thousand Eight hundred
and twelve came the parties aforesaid by their Attornies
aforesaid - And thereupon the said John as to the said
Plea of the said Soobaroy Moodelly and Appoo Moodelly
by them above pleaded in bar and whereof they

Replication filed
7th April 1812 P.
and issue joined-

No 6

have

Second Term

have put themselves upon the Court a-

Judgment as in case of a non suit by Order of Court made on the 2nd. October 1812- L.S.

And Afterwards in the Fourth Term in the of Christ One thousand Eight hundred and Five that is to say on the Second day of October until day was given as well to the said John Denn as to the said Soobaroya Moodelly and Appoo Moodelly to inform the Court of the premises. At which day before the Justices of this Court came the said Soobaroya Moodelly and Appoo Moodelly by their said Attorney and the said John Denn (although solemnly called) came not and it appearing to the Court here, that the said John Denn 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 by the said Justices of this Court that the said John Denn take nothing by his Plaint but that he and his pledges to prosecute to wit John Doe and Richard Roe be in Mercy &c. And that the said John Denn go thereof without day- And it is further Considered by the said Court here that the said Soobaroya Moodelly and Appoo Moodelly recover against the said John Denn One hundred and twenty Seven Pagodas and Thirty four fanams for his Costs and Charges by them about their defence in this behalf sustained adjudged by the Court here to the said Soobaroya Moodelly and Appoo Moodelly at their Request according to the form of the Statute in that case made and provided and that they the said

Judgment signed for the Defendants the 30th day of April 1813- J Shaw Dy Prothy.

Mercy-

Soobaroya

No 6

Second Form 1853.

...oriya Moodelly and Appoo Moodelly have their ...
Execution thereof &c."

No 6.

Second Term

No 6

Secon[d] Term 1813.

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

Madras to wit — Bee it remembered that on 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 Badacalore Ramasawmy Moodelliar but Robert Waller Poe his Attorney against Gooroomunaid otherwise Called Parondavy and Soobia Chetchomy otherwise called Streerungunaunchar the Widow and personal representatives of Fulden Soobroyloo Chitty deceased in a Plea of Trespass on the Case ——

Madras to wit — The said Gooroomunaid otherwise called Parondavy and Soobalatchmy otherwise called Streerungaraunchar the Widows and personal representatives of Fulden Soobroyloo Chitty deceased aforesaid in their own proper person at the Suit of the said Badacalore Ramasawmy Moodelliar 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 hundreds and Twelve before the Supreme Court of judicature at Madras came Badacalore Ramasawmy Moodelliar but Robert Waller Poe his Attorney and brought into the said Court then there his certain Plaint against the said Gooroomunaid otherwise called Porandavy and Soobalatchmy otherwise called Streerungunaunchar in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followes in these words that is to say ——

No 7 —

Madras

Second Term

Plaint in Assumpsit filed 27th January 1813. J.S.

Madras to wit. Cadacalore Ramasawmy [illegible] Robert Walter Doe his Attorney Complains by Gooroovappah otherwise called Paroondavy and Soobalutchmy otherwise called Streerunganaunchar the Widows and personal representatives of Suldoo Soobroyloo Chitty deceased and which said Paroondavy and Streerunganaunchar according to the laws and Customs of the Hindoo Natives of India have possessed the Goods, Chattels, and Credits, which were of the said Soobaroyloo deceased, at the time of his death, and who are respectively Hindoo Inhabitants of Madras and as such persons subject to the Jurisdiction of this Honorable Court of a plea of trespass on the case. For that Whereas the said Soobaroyloo deceased in his life time heretofore to wit on the first day of March 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 thereby three Months after date promised to pay to One Mrs. Martha Street Administratrix to the Estate of the late Mr. Joseph Street or Order the sum of One thousand Six hundred and Seventy Star Pagodas with interest at the Rate of Six per Cent per Annum for Value received, and then and there delivered the said Note to the said Martha Street and the said Martha Street to whom or to whose

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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 thereof and before the payment of the Money therein Specified or of any part thereof to wit on the same day and year aforesaid. at Madras aforesaid indorsed the said Promissory Note her own proper hand being thereon Subscribed and thereby then in the said Promissory Note Specified to be paid to the said Ramasawmy, By Reason whereof the said Soobaroyloo in his life time became liable to pay to the said Ramasawmy the said Sum of Money in the said Promissory Note Specified according to the tenor and effect thereof and of the said endorsement so made thereon as aforesaid and being so liable he the said Soobaroyloo in his life time in Consideration thereof Afterwards to wit on the day and year aforesaid at Madras aforesaid undertook and there faithfully promised the said Ramasawmy to pay him the said Sum of Money in the said Promissory Note Specified according to the tenor and effect of the said Promissory Note and of the said endorsement so made thereon as aforesaid- And Whereas also the said Soobroyloo deceased in his life time afterwards to wit on the Twenty fourth day of September in the said Year One thousand Eight hundred and Eleven at Madras

No 4.

Second Form

Madras aforesaid made his certain other Promissory Note in writing bearing date the day and year last aforesaid his own proper hand being thereunto set and Subscribed and then and there delivered the said Promissory Note to the said Ramasawmy and thereby on demand promised to pay to the Order of the said Ramasawmy the sum of Five hundred Star Pagodas with interest at the Rate of Six per Cent per Annum for Value Received By Reason whereof the said Soobroyloo in his life time became liable to pay to the said Ramasawmy the said sum of Money in the said last mentioned Promissory Note Specified with interest thereon after the Rate last aforesaid when he the said Soobroyloo should be thereunto afterwards requested - And being so liable he the said Soobroyloo 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 Ramasawmy to pay him the said sum of Money in the said last mentioned Note Specified with interest thereon after the Rate last aforesaid when he the said Soobroyloo should be thereto Afterwards requested. And whereas also the said Soobroyloo deceased in his life time afterwards to wit on the twenty fifth day of September in the said Year One thousand Eight hundred and Eleven at Madras aforesaid made his Certain Other Promissory Note in Writing bearing date the day and Year last aforesaid - And then and there delivered the

No 7.

the said Promissory Note to One M. Veerasawmy Naick by which said Note the said Soobroyloo on demand promised to pay to the Order of the said Veerasawmy the Sum of five hundred Star Pagodas with interest at the rate of Six per Cent per Annum for Value Received - And the said Veerasawmy to whom or to whose Order the payment of the said Sum of Money in the said last mentioned Promissory Note Specified was thereby directed to be made after the Making thereof and before the payment of the Money therein Specified or of any part thereof to wit on the day and Year last aforesaid at Madras aforesaid indorsed the said last mentioned Promissory Note his own proper hand being thereon Subscribed and thereby then and there Ordered and appointed the said Sum of Money in the said last mentioned promissory Note Specified to be paid to the said Ramasawmy By Reason whereof the said Soobroyloo in his life time became liable to pay to the said Ramasawmy the said Sum of Money in the said last mentioned Promissory Note Specified according to the tenor and effect thereof and of the said endorsement so made thereon as aforesaid - and being so liable he the said Soobroyloo 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 Ramasawmy to pay him the said Sum of Money in the said last mentioned Promissory Note Specified according to the tenor and Effect of the said Promissory Note and

Rey.

of.

of the said endorsement so made thereon as aforesaid. And Whereas also the said Soobroyloo in his life time Afterwards to wit on the Eleventh day of the said Month of September in the said Year One thousand Eight hundred and eleven at Madras aforesaid made his Certain other Promissory Note in Writing bearing date the day and Year last Aforesaid his own proper hand being thereto Subscribed and then and there delivered the said Note to One M. Ramasawmy Naick by which said last mentioned Note the said Soobroyloo on demand promised to pay to the said Ramasawmy Naick Or Order the sum of Thirty Star Pagodas with interest at the Rate of Six Per Cent per Annum for Value Received - And the said Ramasawmy Naick to whom or to whose Order the payment of the said Sum of Money in the said last Mentioned Note Specified was thereby directed to be made after the making thereof and before the payment of the Money therein Specified or of any part thereof to wit on the day and year last aforesaid at Madras aforesaid indorsed the said last mentioned Note his own proper hand being thereon Subscribed and thereby then and there Ordered and Appointed the said Sum of Money in the said last mentioned Note Specified to be paid to the said Ramasawmy. By Reason whereof the said Soobroyloo in his life time became liable to pay to the said Ramasawmy the said Sum of Money in the said last mentioned

Note

Note Specified according to the tenor and Effect thereof and
of the said indorsement so made thereon as aforesaid and
being so liable he the said Soobroyloo 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 Ramasawmy to pay him the
said Sum of Money in the said last mentioned Note specified
and of the said endorsement so made thereon as aforesaid
And Whereas also the said Soobroyloo deceased in his life
time afterwards to wit on the first day of October in the
Year last aforesaid at Madras Aforesaid was indebted
to the said Ramasawmy in the sum of Five thousand
Star Pagodas of the Current Money of Madras for so
much money by the said Ramasawmy lent and
Advanced to the said Soobroyloo in his life time and
at his Special instance and Request and being so indebted
he the said Soobroyloo in his life time
thereof afterwards to wit on the same day and Year last
aforesaid 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 Soobroyloo should be thereunto afterwards
Requested. And Whereas also the said Soobroyloo deceased
in his life time afterwards to wit on the same day and
Year last aforesaid at Madras Aforesaid was indebted to the
said Ramasawmy in other five thousand Star
Pagodas

No 3.

pagodas of like Currency for so much Money by the said Soobroyloo in his life time and before that time had and received to and for the Use of the said Ramasawmy and being so indebted he the said Soobroyloo 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 Ramasawmy to pay him the said last mentioned Sum of Money when he the said Soobroyloo should be thereunto Afterwards Requested. And Whereas also the said Soobroyloo in his life time Afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Ramasawmy of and concerning divers other sums of Money before that time due and owing from the said Soobroyloo to the said Ramasawmy and then and there being in arrear and unpaid and upon that Accounting the said Soobroyloo was then and there found in Arrear and indebted to the said Ramasawmy in other Five thousand Star pagodas of like Currency and being so found in Arrear and indebted he the said Soobroyloo 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 Ramasawmy to pay him the said last mentioned Sum of Money when the said Soobroyloo should be thereunto afterwards Requested yet the said Soobroyloo in his life time and the said Goorusammaul

Rs 7 / 1

Otherwise

Otherwise Paroondavy and Soobalutchmy otherwise
Streerungandachar as such personal Representatives as
Aforesaid after the decease of the said Soobroyloo not
regarding the said Several promises and Undertakings
of the said Soobroyloo so by him in manner and
form aforesaid made but contriving and fraudulently
intending craftily and subtilly to deceive and
defraud the said Ramasawmy in this behalf have not
(nor hath any or either of them (although often respectively
requested so to do) yet paid the said several Sums of
Money or any or either of them or any part thereof to the
said Ramasawmy but to pay the same or any of them
or any part thereof to the said Ramasawmy he the
said Soobroyloo in his life and the said Paroondavy and
Streerungandachar as such personal Representatives as
Aforesaid after the death of the said Soobroyloo have
and each of them hath wholly Neglected and Refused
And Whereas also the said Paroondavy and Streerunga-
=nundachar as such personal Representatives as Aforesaid
afterwards and after the death of the said Soobroyloo
to wit on the fifth day of October in the year One
thousand Eight hundred and twelve at Madras
Aforesaid were indebted to the said Ramasawmy in
the further sum of Five thousand Star Pagodas of the like
Current Money of Madras for so much Money by the said
Ramasawmy lent and advanced to the said Soobroyloo in
his life time and at the Special instance and request
of

and

and also in the further sum of Five hundred Star pagodas of the like Currency for money by the said Soobroyloo in his life time and before that time had and received to and for the Use of the said Ramasawmy and the said Soobroyloo in his life time being so indebted and the said Several sums of Money being and Remaining wholly due and owing and unpaid and unsatisfied at the time of his death they the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid in Consideration thereof afterwards and after the death of the said Soobroyloo to wit on the same day and year last Aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Ramasawmy to pay him the said Several sums of Money in this Count mentioned when they the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid should be thereunto Afterwards Requested - And Whereas also the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid afterwards to wit on the day and year last aforesaid at Madras aforesaid accounted with the said Ramasawmy of and Concerning divers other sums of Money from the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid to the said Ramasawmy before that time due and owing and then in Arrear and unpaid to him and upon that accounting the said Paroondavy and Streerungananchar as such

personal

personal Representatives as aforesaid were then and there found to be in arrear and indebted to the said Rama= =sawmy in the further sum of five thousand Star Pagodas of the like Currency and being so found in Arrear and indebted they the said Paroondavy and Streerunganaunchar as such personal Representatives as aforesaid 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 Rama= =sawmy to pay him the said Sum of Money last mentioned whenever afterwards they the said Paroondavy and Streerunganaunchar should be thereunto Requested Yet the Paroondavy and Streerunganaunchar as such personal Representatives as aforesaid not Regarding their said two last mentioned 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 Ramasawmy in this Respect. have not nor hath either of them yet paid the several sums of money in the said two last mentioned Counts specified or either of them or any part thereof although often Requested so to do But the said Paroondavy and Streerunganaunchar as such personal Representatives as aforesaid to pay the same or either of them or any part thereof have and each of them hath hitherto

Altogether

Altogether refused and still refuse to the damage of the
said Ramasawmy of Five thousand Star pagodas and
therefore he brings his suit &c.

Died Exparte

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in this first Term in the year One thousand Eight hundred and thirteen that is to say on the Second day of February to which day was given aswell to the said Ramasawmy as to the said Goorumunnaul and Soobalatchemy and the said Goorumunnaul and Soobalatchemy say nothing in bar or preclusion of the said Action of the said Ramasawmy by which the said Ramasawmy remains therein undefended against the said Goorumunnaul and Soobalatchemy for which the said Ramasawmy ought to recover his damages by occasion of the premises and afterwards to wit on the thirteenth day of February in the Term last aforesaid the said Court having deligently enquired what damages the said Ramasawmy hath sustained as well by the means aforesaid as for his Costs and Charges by him about his suit in this behalf expended do find and adjudge that the said Ramasawmy hath sustained damages by Occasion of the premises over and above his Costs and Charges to two thousand Nine hundred and Ninety Pagodas and thirteen fanams and for those Costs and Charges to One hundred and Eighty four Pagodas and thirty eight fanams which damages Costs and Charges amount to three thousand One hundred

Roy.

Second Term 1813.

Judgment for the Plaintiff the fourth day of May 1813.

J Shaw
by Proxy.

hundred and Seventy five Pagodas and Six fanams —

It is therefore considered that the said Ramasawmy do recover against the said Goorvummaul and Soobalatchemy as such Representatives as aforesaid his damages and Costs aforesaid by the Court aforesaid found and adjudged to be levied of the Goods and Chattels which were of the said Dulloo Soobaroyloo at the time of his death and which are now in or which shall or may come to the hands of the said Goorvummaul and Soobalatchemy as Representatives as aforesaid to be administered and as to the said sum of One hundred and Eighty four Pagodas and thirty Eight fanams to be levied of the Goods and Chattels which were of the said Dulloo Soobaroyloo at the time of his death and which shall be in the hands of the said Goorvummaul and Soobalatchemy as such Representatives as aforesaid to be Administered if they shall have so much thereof in their hands to be administered and if they shall not have so much thereof in their hands to be administered then to be levied of the proper Goods and Chattels of the said Goorvummaul and Soobalatchemy and the said Goorvummaul and Soobalatchemy in Mercy &c.

Mercy.—

And thereupon the said Cadaculore Ramasawmy Moodelliar by Robert Waller Doe his Attorney prays the writ of our Lord the King of Force Facias to

No 7

11

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 Judea Soobaroyaloo Chitty at the time of his death in the hands of this said Goorua-vammaul otherwise called Parvondaiy and Soobalachmy otherwise called Streerungananchee the Widows and personal representatives of the said Judea Soobaroyaloo Chitty deceased to be Administered within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of three thousand one hundred and Seventy five Pagodas and Six fanams which the said Gadaculore Ramasawmy Mooddeliar recovered against the said Goorwammaul and Soobalatchmy as the widows and personal representatives aforesaid for his Damages which he had Sustained as well by occasion of the not performing certain promises and Undertakings made by the said Judea Soobaroyaloo Chitty in his life time to the said Gadaculore Ramasawmy Mooddeliar as for his Costs and Charges by him about his Suit in that behalf expended if the said Goorwammaul and Soobalatchmy (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 eighty four Pagodas and thirty eight fanams parcel of the damages aforesaid being for the Costs and charges aforesaid to be levied of the proper goods of the said Goorwammaul and Soobalatchmy — And it is granted unto him returnable here on the fifth day of July next ——

Writ of Fieri Facias issued against the Deds property on the 4th day of May 1813 —

No 7.

Second Term 1813

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 Thirteen ——

Madras to wit. Dana Jerro Vencatasawmy Naick puts in his place Robert Waller Poe his Attorney against Gorruvaummaul otherwise called Paroondavy and Soobalutchmy otherwise called Streerunganachar the Widows and personal representatives of juldee Soobarayloo Chitty deceased in a plea of Trespass &c. the case ——

Madras to wit The said Gorruvaummaul otherwise called Paroondavy and Soobalutchmy otherwise called Streerunganaunchar the widows and personal representatives of the said juldee Soobarayloo Chitty deceased as aforesaid in their own proper persons at the suit of the said Dana Jerro Vencata-sawmy Naick in this Plea aforesaid ——

Madras to wit Be it remembered that in the Second Term in the year of Christ one thousand eight hundred and Thirteen before the Supreme Court of judicature at Madras came Danaboo Jerro Vincatasawmy Naick by Robert Waller Poe his Attorney and brought into the said Court then there his certain Plaint against the said Gorruvaummaul otherwise called Paroondavy & Soobalutchmy otherwise called Streerunganaunchar 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 ——

No 8

Madras

Plaint in
assumpsit filed
25th March 1813.
J.S.

Second Term 1813

Madras (to Wit) Danala Teroo Venkatsawmy Naick by
Robert Waller Lee his Attorney Complains of Goorummaul
otherwise called Paroondavy and Soobalutchemy otherwise
called Sreerunganaunchar the Widows and personal Representatives
of Inda Soobroyloo Chitty deceased and which said
Paroondavy and Sreerunganaunchar according to the Laws
and Customs of the Hindoo Natives of India have
possessed the Goods, Chattels and Credits which were of the
said Soobroyloo deceased at the time of his death and
who are respectively Hindoo Inhabitants of Madras and
as such persons subject to the Jurisdiction of this
Honorable Court of a Plea of Trespass on the Case. For
that Whereas the said Soobroyloo deceased in his life
time heretofore to wit on the twentieth day of August
in the year of Christ One thousand Eight hundred and
Eleven at Madras aforesaid made and Signed his certain
Note in Writing commonly called a promissory Note
bearing date the day and year aforesaid and thereby
on demand promised to pay to one Venkatty Chengleroy
Naick or Order the sum of One hundred Star Pagodas
with interest at the Rate of Six per Cent per Annum
for Value Received and then and there delivered the said
Note to the said Chengleroy and he the said
Chengleroy 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 thereof and before the payment of the
Money

No 8.

Money therein Specified or of any part thereof to wit on
the same day and year last aforesaid at Madras
aforesaid indorsed the said Promissory Note his own
proper hand being thereon subscribed and thereby then
and there Ordered and Appointed the said sum of
Money in the said Promissory Note Specified to be
paid to the said Seroo Vencatasawmy By Reason
whereof the said Soobroyloo in his life time became
liable to pay to the said Seroo-Vencatasawmy the said
sum of Money in the said Note Specified according
to the tenor and effect thereof and of the said
endorsement so made thereon as aforesaid and being
so liable he the said Soobroyloo 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
Seroo Vencatasawmy to pay him the said sum of
Money in the said Promissory Note Specified
according to the tenor and effect of the said
promissory Note and of the said indorsement so
made thereon as aforesaid- And Whereas also afterwards
to wit on the twenty fourth day of August in the
said year One thousand Eight hundred and Eleven at
Madras aforesaid the said Soobroyloo deceased in his
life time made his certain other Promissory Note in
Writing bearing date the day and year last aforesaid
his own proper hand being thereunto set and
Subscribed

No 8.

Subscribed and then and there delivered the said
Promissory Note to the said Teroo. Venca[illegible]ya avvy
and thereby three Months after the date thereof
promised to pay to the said Teroo Venkatasawmy (by
the Name and Addition of D. Teroo Venkatasawmey
(naick) or order the sum of One thousand and
five hundred Star pagodas with interest at the
Rate of Six per Cent per annum for Value
Received By Reason whereof the said Soobroyloo in
his life time became liable to pay to the said
Teroo Venkatasawmy the said Sum of Money in
the said last mentioned Promissory Note Specified
with interest thereon after the rate last aforesaid
when he the said Soobroyloo should be thereunto
afterwards Requested and being so liable he the said
Soobroyloo 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 Teroo Venkata-
-sawmey to pay him the said sum of Money in the
said last mentioned promissory Note Specified with
interest thereon after the rate last aforesaid when
he the said Soobroyloo should be thereunto afterwards
Requested - And whereas also the said Soobroyloo
deceased in his life time afterwards to wit on the
twenty fifth day of September in the year last
aforesaid at Madras aforesaid was indebted to

the

the said Teroo Venkatasawmey in a large sum of
Money to wit. a Sum of Ten thousand Star pagodas
of the Current Money of Madras for so much Money by
the said Teroo Venkatasawmy lent and advanced to the
said Soobroyloo in his life time and at his Special
instance and Request and being so indebted he the
said Soobroyloo 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 Teroo
Venkatasawmy to pay him the said last mentioned
sum of Money when he the said Soobroyloo should
be thereunto afterwards Requested. And Whereas
also the said Soobroyloo deceased in his life time
afterwards to wit on the same day and year last
aforesaid at Madras Aforesaid was indebted to the
said Teroo Venkatasawmy in another large sum of
Money to wit a further sum of Ten thousand Star
pagodas of the like Currency for so much money by
the said Soobroyloo in his life time and before that time
had and received to and for the Use of the said Teroo
Venkatasawmey and being so indebted he the said
Soobroyloo 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 Teroo Venkatasawmey to pay him the said last
mentioned Sum of Money when he the said Soobroyloo

No 8.

Should

should be thereunto afterwards Requested. And Whereas
also the said Soobroyloo in his life time afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid accounted with the said Teroo Venceatasawmy
of and concerning divers other sums of Money before
that time due and Owing from the said Soobroyloo
to the said Teroo Venceatasawmy and then and there
being in arrear and unpaid and upon that account=
=ing the said Soobroyloo was then and there found in
Arrear and indebted to the said Teroo Venceatasawmy
in other Ten thousand Star Pagodas of like Currency
and being so found in arrear and indebted he the said
Soobroyloo 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 Teroo Venceata=
=sawmy to pay him the said last mentioned sum of
Money when he the said Soobroyloo should be thereunto
afterwards Requested. Yet the said Soobroyloo in his
life time and the said Goonvummaul otherwise
Saroondavy and Soobalutchmy otherwise Streerunga=
=nauchar as such personal Representatives aforesaid
after the decease of the said Soobroyloo not Regarding
the said Several promises and Undertakings of the said
Soobroyloo so by him in manner and form aforesaid
made but contriving and fraudulently intending
craftily and Subtilly to deceive and defraud the

said

said Deroo Venkatasawmey in this behalf have not nor hath any or either of them (although often respectively requested so to do) yet paid the said several Sums of Money or any or either of them or any part thereof to the said Deroo Venkatasawmey but to pay the same or any of them or any part thereof to the said Deroo Venkatasawmey he the said Soobroyloo in his life time and the said Daroondavy and Streerunganaunchar as such personal representatives as aforesaid after the death of the said Soobroyloo have and each of them hath wholly neglected and refused - And whereas also the said Daroondavy and Streerunganaunchar as such personal representatives as aforesaid afterwards and after the death of the said Soobroyloo to wit on the fifth day of January in the present year of Christ One thousand Eight hundred and thirteen at Madras aforesaid were indebted to the said Deroo Venkatasawmey in the further sum of Ten thousand Star pagodas of the like Current money of Madras for so much money by the said Deroo Venkatasawmy lent and advanced to the said Soobroyloo in his life time and at his special instance and Request - And also in the further sum of Ten thousand star pagodas of the like Currency for money by the said Soobroyloo in his life time and before that time had and received to and for the use of the said Deroo Venkatasawmey and the said Soobroyloo in his life time being so indebted and the said Several Sums of Money being and remaining wholly due and owing

and

and unpaid and unsatisfied at the time of his death they the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid in consideration thereof afterwards and after the death of the said Soobroyloo to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised to the said Teroo Venkatasawmy to pay him the said Several sums of Money in this Count mentioned when they the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid should be thereunto afterwards requested. And Whereas also the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Teroo Venkatasawmy of and concerning divers other sums of Money from the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid to the said Teroo Venkatasawmy before that time due and owing and then in Arrear and unpaid to him and upon that accounting the said Paroondavy and Streerungananchar as such personal Representatives as aforesaid were then and there found to be in arrear and indebted to the said Teroo Venkatasawmy in the further sum of £ thousand Star pagodas of the like Currency and being so found in arrear and indebted they the said Paroondavy and Streerungananchar as such personal Representatives

as

as aforesaid in consideration thereof afterwards to wit on the day and year last aforesaid at Madras aforesaid un- Underlook and then and there faithfully promised the un- said Teroo Venkatasawmy to pay him the said Sum of un- Money last mentioned whenever afterwards they the said Paroondavy and Sheerunganaunchar should be un- thereunto Requested. Yet the said Paroondavy and Sheerunganaunchar as such personal Representatives as aforesaid not Regarding their said two last mentioned 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 Teroo. Venkatasawmy in this Respect have not nor hath either of them yet paid the several sums of Money in the said two last mentioned Counts Specified or either of them or any part thereof (although often Requested so to do) But the said Paroondavy and Sheerunganaunchar as such personal Representatives as aforesaid to pay the same or either of them or any part thereof have and each of them hath hitherto Altogether Refused and still refuse to the damage of the said Teroo Venkatasawmy of Ten thousand star pagodas and therefore he brings his suit &c. —

Tried Exparte Judgment for the Plaintiff on a Verdict in Assumpsit

And the said Soobalatchemy by Gilbert Ricketts their Attorney having come and defended the wrong and injury when &c

No. 8 —

and

and said nothing in bar or preclusion of the said Teroo Vencatasawmy whereby the said Teroo Vencatasawmy remained therein undefended against the said Goorivummaul and Soobalatchemy and by reason whereof a day was given to the said Teroo Vencata-=sawmy, whereupon he should come before the Court and verify his said Plaint and Suit, at which day being the fifth day of April in this Term come the said Teroo Vencatasawmy by his said Attorney and alleges and proves to the Court the Matters of his said Plaint and the Justices of this Court having heard examined and considered the Allegations of the said Teroo Vencatasawmy and the depositions of the Witnesses adduced by him, have pronounced that the said Tuldoo Soobroyloo in his life time did undertake and promise in manner and form as the said Teroo Vencatasawmy hath above thereof complained against the said Goorivummaul and Soobatutchemy and that the said Teroo Vencata-=sawmy had Sustained damages by occasion of the non-performance by the said Tuldoo Soobroyloo of his Several promises and Undertakings in the Plaint mentioned to the sum of One thousand Seven hundred and Sixty One Pagodas and twenty five fanams, over and besides the Costs and Charges of the said Teroo Vencatasawmy by him about his suit in this behalf expended and also that the said

Goorivummaul

Judgment signed for the Plaintiff- the fourth day of May 1853.

J Shaw
Dy Prothy.

Goovuvummaul and Soobalatchemy were the Representatives to the Estate of the said Suldoo Soobroyloo and had possessed themselves of and had in their hands to be administered such Estate sufficient to satisfy the said Sum of One thousand Seven hundred and Sixty One Pagodas and twenty five fanams. It is therefore considered and Adjudged that the said Teroo Venkatasawmy recover against the said Goovuvummaul and Soobalatchemy Representatives as aforesaid his damages aforesaid to the said sum of One thousand Seven hundred and Sixty One Pagodas and twenty five fanams. And that the said Goovuvummaul and Soobalatchemy pay to the said Teroo Venkatasawmy for his said Costs and Charges the sum of One hundred and Sixty Pagodas and twenty five fanams, which damages Costs and Charges amount to One thousand Nine hundred and Twenty Two Pagodas and five fanams to be levied as to the said sum of One thousand Seven hundred and Sixty One Pagodas and twenty five fanams of the Goods and Chattels which were of the said Suldoo Soobroyloo at the time of his death and which are now in or shall hereafter come to the hands of the said Goovuvummaul and Soobalatchemy as Representatives as aforesaid to be administered- And as to the said sum of One hundred and Sixty Pagodas and twenty five fanams to be levied of the Goods and Chattels which were of the said Suldoo Soobroyloo at the time of his

No 8-

decease

decease and which shall be in the hands of the said Goorvummaul and Soobalatchemy Representatives as aforesaid to be administered if they shall have so much thereof in their hands to be Administered and if they shall not have so much thereof in their hands to be administered then to be levied of the proper goods and Chattels of the said Goorvummaul and Soobalatchemy and the said Goorvummaul and Soobalatchemy in Mercy &c.

Mercy

And hereupon the said Danala Teroovencatasawmy Naick by Robert Waller Esq 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 other Effects real & personal of the said Juldoo Soobaroyloo Chitty at the time of his death in the hands of the said Goorvummaul otherwise called Parvonday and Soobalutchemy otherwise called Streevungamaunchar the Widows and personal representatives of the said Juldoo Soobaroyloo Chitty deceased to be Administered within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of One thousand nine hundred and twenty Two Pagodas and five fanams which the said Danala Teroo Venicatasawmy Naick recovered against

against the said Gorrowammaul and Soobalatchmy as the Widows and personal representatives as aforesaid for his damages which he had sustained as well by Occasion of the not performing certain promises and undertakings made by the said Suldoo Soobaroyloo Chetty in his life time to the said Danala Terro= Venkatasamy Naick as for his costs and charges by him about his Suit in that behalf expended if the said Gorrowammaul and Soobalatchmy 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 Sixty 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 Gorrowammaul and Soobalatchmy and it is granted unto him returnable here on the fifth day of July Next ——

Writ of Fieri Facias issued against the Deceased's property on the 4th day of May 1813

No 8

Second Term 1813

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 Thirteen ———

Madras to wit

Danala Jerra Vencatasawmy Naick puts in his place Robert Waller Poe his Attorney against Gorruvummaik otherwise called Parvendavy and Soobulutchemy otherwise called Streerunganaunchar the Widows and personal representatives of judda Soobroyloo Chitty deceased in a Plea of Debt. ———

Madras to wit

The said Gorruvummaik otherwise called Parvendavy and Soobalutchemy otherwise called Streerunganaunchar the Widows and personal representatives of judda Soobroyloo Chitty deceased in their own proper persons at the suit of the said Danala Jerra Vencatasawmy Naick in the Plea aforesaid ———

Madrast to wit

Be it remembered that in the Second Term in the year of Christ one thousand eight hundred and thirteen before the Supreme Court of judicature at Madras came Danala Jerra Vencatasawmy Naick by Robert Waller Poe his Attorney and brought into the said Court then there his certain Plaint against the said Gorruvummaul otherwise called Parvendavy and Soobalutchemy otherwise called Streerunganaunchar in a Plea of Debt and there are Plaints for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. ———

Madras —

No 9.

Second Term 1813

Plaint in Debt filed 2nd March 1813 J.L.

Madras to wit- Canala Teroo Vencatasawmey Pauch, by Robert Waller Doe his Attorney- Complains of Pooruvanamaul otherwise called Paroondavy and Soobalutchemy otherwise called Streerungananachar the Widows and personal Representatives of Guldoo Soobroy- -loo Chitty deceased and which said Paroondavy and Streerungananachar according to the Laws and Customs of the Hindoo Natives of India have & possessed the Goods Chattels and Credits which were of the said Soobroyloo deceased at the time of his death and who are respectively hindoo Inhabitants of Madras and as such persons subject to the jurisdiction of this Honorable Court- of a plea that they render to him Five thousand and Three hundred Star pagodas of the Current Money of Madras which they the said Paroondavy and Streerungananachar as such personal Representatives as aforesaid unjustly detain from him the said Teroo Vencatasawmy- For that Whereas heretofore to wit on the first day of August in the year of Christ One thousand eight hundred and four at Madras aforesaid the said Soobroyloo deceased in his life time 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 Teroo Vencatasawmy in the sum of Five thousand and three hundred Star Pagodas to be paid to

No 9.

the

the said Terro Venceatasawmy when he the said
Soobaroyloo should be thereto afterwards Requested-
Yet the said Soobroyloo in his life time and the said
Goorruvummaul otherwise called Paroondavy and
Soobalatchemy otherwise Streerungaraunchar as such
personal Representatives as aforesaid since the decease
of the said Soobroyloo have not nor hath either
of them (although often Respectively Requested so to
do) yet paid the said sum of Five thousand and
Three hundred Star pagodas above demanded Or
any part thereof to the said Terroo Venceatasawmey-
But to pay the same or any part thereof to the
said Terro. Venceatasawmey he the said Soobroyloo
in his life time and the said Paroondavy and
Streerungaraunchar as such personal Representatives
as aforesaid after the death of the said Soobroyloo
have and each of them hath wholly Neglected and
Refused and the said Paroondavy and Streerunga-
-raunchar as such personal Representatives as
Aforesaid still do and each of them doth Refuse
to the damage of the said Terroo Venceatasawmey of
Ten Star Pagodas and therefore he brings
his Suit &c. —

Tried Exparte

Judgment for the Plaintiff on a Verdict in Lakh

And now in this Second Term in the Year
One thousand Eight hundred and thirteen. that is
to say on the twenty first day of March to which
day

No 9.

day was given as well to the said Teroo Veneatasawmy as to the said Gooruvummaul and Soobalatchemy to inform the Court of the premises & come before the Court the said Teroo Veneatasawmy by his Attorney aforesaid and the said Gooruvummaul and Soobalatchemy although Solemnly demanded came not to Answer. Nor did they say any thing in bar or preclusion of the said Action of the said Teroo Veneatasawmy- whereby the said Teroo Veneatasawmy remains therein undefended against the said Gooruvummaul and Soobalatchemy- And afterwards to wit on the fifth day of April in the same Term the Justices of the said Court having heard the Allegations of the said Teroo Veneatasawmy and examined the truth thereof and duly considered the evidence produced on the part of the said Teroo Veneatasawmy in support of his said Allegations Say that the Writing Obligatory in the said declaration mentioned is the deed of him the said Teroo Veneatasawmy hath in his said Plaint in that behalf therein alledged- And it having been found by the said Court here that the said Gooruvummaul and Soobalatchemy as such personal Representatives as aforesaid at the time of exhibiting the Plaint of the said Teroo Veneatasawmy in this behalf had in their hands to be administered divers Goods and Chattels

No. 9-

1813.

Judgment Roll

Second Term

Section 4.

Judgment signed for the Plaintiff the fourth day of May 1813. J Shaw Dy Prothy.

Chattels which were of the said Indoo Soobroydoo at the time of his death to the Value of Seven hundred Pagodas, whereby the said Peroo Vencatasawmy might have been in part Satisfied his said. Therefore it is considered by the Court here that the said Peroo Vencatasawmy do Recover against the said Goorvummaul and Soobalatchemy as personal Representatives aforesaid the sum of four thousand Nine hundred and Sixty Seven Pagodas and twenty One fanams for his said debt and also the sum of One hundred and twenty four Pagodas and thirty Seven 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 Peroo Vencatasawmy with his Assent which said debt and damages amount in the whole to the sum of five thousand and Ninety two Pagodas and thirteen fanams to be levied of the Goods and Chattels which were of the said Indoo Soobroydoo at the time of his death and which are now or which shall or may hereafter come to the hands of the said Goorvummaul and Soobalatchemy or any of either of them as such personal Representatives as aforesaid to be administered and if they have not so much thereof in their hands to be administered then the said sum of Seven hundred Pagodas and also One hundred and twenty four Pagodas and thirty seven fanams being for the Costs and Charges aforesaid making together the sum of Eight hundred and forty two Pagodas and thirty seven fanams to be levied of the proper goods and Chattels of the said Goorvummaul and Soobalatchemy and the said Goorvummaul and Soobalatchemy

in

Mercy in Person Fee

Writ thereupon the said Danala Teroo Venicatatsawmy Naick by Robert Waller Esq his Attorney prays the writ of no 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 Saldoo Soobarayloo Chitty deceased at the time of his death in the hands of the said Gouruammaul otherwise called Streenivasanaunchee the Widows and personal representatives of the said Saldoo Soobarayloo Chitty deceased to be administered within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be necessary by Sale thereof the Sum of Four thousand nine hundred and Sixty Seven Pagodas and twenty one fanams for Debt which the said Danala Teroo Venicatatsawmy Naick recovered against the said Gouruammaul and Soobalatchemy as such Widows and personal representatives as aforesaid and also the Sum of One hundred and twenty four Pagodas and thirty Seven for his damages which he hath sustained as well on occasion of the detaining of the said Debt as for his Costs and charges by him about his Suit in this behalf expended of the said Gouruammall and Soobalatchemy have so much thereof in their hands to be administered and if they have not so much thereof in their hands to be administered then the said Sum of One hundred and twenty four Pagodas and thirty Seven fanams thereafterwards to be levied of the proper Goods and Chattels of the said Gouruammall and Soobalatchemy - And it is granted unto him returnable here on the fifth day of July Next —

Writ of Fiere Facias issued against the Defendts intestate on the 4th day of May 1813

No 9

Fourth Term 1813

Before the Honble Sir Thomas Andrew Stange 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 hundreds and Thirteen. ——

Madras to wit

Syed Mahomed Cawn puts in his place Gilbert Pickells his Attorney against Mahomed Mookoodum in a Plea of Debt ——

Madras to wit

The said Mahomed Mookoodum in his own proper person at the Suit of the said Syed Mahomed Cawn in this Plea aforesaid ——

Madras to wit

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 Syed Mahomed Cawn by Gilbert Pickells his Attorney and brought into the said Court then there his certain Plaint against the said Mahomed Mookoondoom in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Madras

No 10

Mad. Dis. Madras to wit
filed 2nd Feb. 1812.

The Honble Edward Saunders Esqr Mayor & Alderman of the Town of Madras aforesaid & one of the Justices assigned to keep the Peace within the said Town & Limits thereof & also to hear & determine divers Felonies Trespasses & other Misdemeanors committed within the said Town & Limits thereof Complains of Mahomed Mookoodum being a Mahomedan & Inhabitant of Triplicane within the limits of Madras and not of such a person liable to the Jurisdiction of this Honorable Court of a Plea that he render to the said Syed Mahomed Cawn Six thousand Star Pagodas Current money of Madras which he owes to and unjustly detains from him. For that whereas the said Mahomed Mookoodum heretofore to wit on the fifth day of October in the year One thousand Eight hundred and twelve at Madras aforesaid by his certain Writing Obligatory sealed with the seal of him the said Mahomed Mookoodum and to the Court here now shewn the date whereof is the same day and year aforesaid became held and firmly bound to the said Syed Mahomed Cawn in the sum of Six thousand Star Pagodas Current money of Madras to be paid to Syed Mahomed Cawn when he the said Mahomed Mookoodum should be thereto afterwards requested. Yet the said Mahomed Mookoodum (although often requested) hath not paid the said Sum of Six thousand Star Pagodas above demanded or any part thereof to the said Syed Mahomed Cawn but to pay the same or any part thereof to the said Syed Mahomed Cawn he the said Mahomed Mookoodum hath wholly refused and still doth refuse to the damage of the said Syed Mahomed Cawn of Five hundred Star pagodas and therefore he brings his Suit &c.

Judgment for the Plaintiff on a Verdict in Debt.

And now in this Second Term in the Year of our Lord One thousand Eight hundred and Thirteen that is to say on

No 10

Second Term 1813

on [illegible] day [illegible] last [illegible] day was
given as well to [illegible] aforesaid Cawn as to the
said Mahomed Mookoodum to inform the Court of the
premises comes the said Syed Mahomed Cawn by his Attorney
Aforesaid and the said Mahomed Mookoodum although
Solemnly demanded came not nor did he say any thing
in bar or preclusion of the said Action of the said Syed
Mahomed Cawn whereby the said Syed Mahomed Cawn
Remains therein undefended. And the Justices of the Court
having heard the Allegations of the said Syed Mahomed
Cawn and examined the truth thereof and duly considered
the Evidence produced on the part of the said Syed Mahomed
Cawn say that the said Writing Obligatory in the said
Declaration mentioned is the Deed of the said Mahomed
Mookoodum in manner and form as the said Syed
Mahomed Cawn hath above in that behalf alledged. —
Therefore it is Considered that the said Syed Mahomed
Cawn do recover against the said Mahomed Mookoodum
his said debt and also One hundred and Eighty One Pagodas
and thirteen fanams for his Costs and Charges by the
Court now here adjudged to the said Syed Mahomed Cawn
and with his Assent and the said Mahomed Mookoodum
in Mercy &c. ——

Tried Exparte

Judgment signed for the Plaintiff the 12 day of May 1813

Shaw
Dy Sollr

Mercy

And hereupon the said Syed Mahomed
Cawn by Gilbert Ricketts his said Attorney prays a Writ
of our Lord the King to be directed to the Sheriff of
Madras commanding him to sell the Moved Lands Goods
Effects

No. 10.

Goods and [illegible] personal of the said
Mahomed Mookoodum by him before Seized and
Sequestered by Virtue of a Writ for that purpose
to him Directed and to make Satisfaction out of
the produce thereof to the said Syed Mahomed
in the Sum of Six thousand Pagodas for Debt
which the said Syed Mahomed hath
against the said Mahomed Mookoodum and
also one hundred and eighty one Pagodas
and thirteen Fanams adjudged to the said
Syed Mahomed and with his Assent and
it is granted unto him returnable here on
the Thirty first day of May next —

Writ to sell Sequestered premises filed on the 12th day of May 1813 —

No: 10

Anno Dom 1813.

Before the Honble Sir Thomas
Andrew Strange Knight Chief
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 hundreds and Thirteen ——

Madras to wit. Gopaul Doss Baubo Manohur Doss puts in his place
Gilbert Pickells his attorney against O Sewan Pow
in a plea of Debt ——

Madras to wit. The said O Sewan Pow in his own proper
person at the suit of the said Gopaul Doss Baubo
Manohur Doss 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 hundreds and Twelve before the Supreme Court
of Judicature at Madras came Gopaul Doss Baubo
Manohur Doss by Gilbert Pickells his attorney and
brought into the said Court then there his certain
plaint against the said O Sewan Pow in a
Plea of Debt and there are Pledges for the
prosecution to wit John Doe and Richard Roe
which said Plaint follows in these words
that is to say ——

Madras

No. 11

Madras [illegible]

[illegible] Gilbert Pickis Attorney complains of O: Jewun Row Bauboo Munoher Dofs Row 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 Gopaul Dofs Bauboo Munoher Dofs One thousand One hundred Star Pagodas which he owes to and unjustly detains from him - For that Whereas the said O: Jewun Row heretofore to wit on the Ninth day of March in the Year One thousand Eight hundred and Twelve at Madras aforesaid by his certain Writing Obligatory sealed with the Seal of him the said O: Jewun Row and to the Court now here shewn the date whereof is the same day and Year last aforesaid Acknowledged himself (by the Name and addition of O: Jewun Row of Madras) to be held and firmly bound to the said Gopaul Dofs Bauboo Munoher Dofs in the said sum of One thousand and One hundred Star Pagodas to be paid to the said Gopaul Dofs Bauboo Munoher Dofs when he the said O: Jewun Row should be thereto afterwards requested - Yet the said O: Jewun Row although Often requested hath not paid the said sum of One thousand One hundred Star pagodas above demanded or any part thereof to the said Gopaul Dofs Bauboo Munoher dofs but to pay the same or any part thereof to the said Gopaul dofs Bauboo Munoher dofs he the said O: Jewun Row hath wholly refused and still doth refuse to the damage of the said Gopaul dofs Bauboo Munoher dofs of One hundred Star Pagodas and therefore he

No. 11 -

brin

Second Term 1813.

Dried Exparte brings suit &c.

Judgment for the Plaintiff on a Verdict in Debt

And now in this Second Term in the Year of our Lord One thousand Eight hundred and thirteen. that is to say on the Twenty Seventh day of March in that year until which day was given as well to the said Gopaul dos Banboo Munoher dos as to the said O: Jewun Row to inform the Court of the premises Comes the said Gopaul dos Banboo Munoher dos by his Attorney aforesaid and the said O: Jewun Row Although Solemnly demanded, comes not, Nor did he say any thing in Bar or preclusion of the said Action of the said Gopaul dos Banboo Munoher dos, whereby the said Gopaul dos Banboo Munoher dos, remains therein undefended, against the said O: Jewun Row, and the Justices of the Court, having heard the Allegations of the said Gopaul dos Banboo Munoher dos and Examined the truth thereof, and duly considered the Evidence produced on the part of the said Gopaul dos Banboo Munoher dos, say, that the said Writing Obligatory in the said Plaint mentioned, is the deed of the said O: Jewun Row, in manner and form as the said Gopaul dos Banboo Munoher dos, hath above in that behalf alledged - Therefore it is Considered that the said Gopaul dos Banboo Munoher dos, do recover against the said O: Jewun Row, his said debt and also One hundred and twenty three Pagodas and Eighteen fanams for his Costs and Charges by the Court now here adjudged to the said Gopaul dos Banboo Munoher dos, and with his Assent, and the said O: Jewun Row in Mercy Vou. —

Judgment signed for the Plaintiff the 12th day of May 1813. J Shaw Dy Proth

Mercy

1813.

And thereupon the said Gopaul Dofs
Baubo Manohur Dofs by Gilbert Pickells 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 O-
jeuan Row to Satisfy the said Gopaul Dofs Baubo
Manohur Dofs of One thousand and one hundred Star
Pagodas for Debt which the said Gopaul Dofs
Baubo Manohur Dofs recovered against the said
Ojeuan Row and also one hundred and twenty
three Pagodas and eighteen fanams adjudged
to the said Gopaul Dofs Baubo Manohur Dofs
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
12th day of May nineteenth day of July next
1813. —

ad Satisfaciendum
Writ of Capias issued on the

No 11

Term 1813.

Pleas before the Honble Sir Thomas Andrew Stange Knight Chief Justice and The Honble Sir Francis Workington 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 hundreds and Thirteen

Madras to wit - Sorraudemungalam Gorrewapilly puts in his place James Morris his Attorney against Veeraraugava Chitty and Venatasawmy Chitty in a Plea of Trespass on the Case —

Madras to wit Ille Saide Veeraraugava Chitty and Venatasawmy Chitty for their own proper persons at the Suit of the Saide Sorraudemungalam Gorrewapilly in the Plea aforesaid

Madras to wit Be it remembered that on 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 Sorraudemungalam Gorrewapilly by James Morris his Attorney and brought into the said Court then there his certain Plaint against the said Veeraraugava Chitty and Venatasawmy Chitty in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras

Second Term 1813

James Morris his Attorney Complains of Veeraraugava
Chitty and Venkatasawmy Chitty 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 twenty Seventh day of February
in the Year of Christ One thousand Eight hundred
and Twelve at Madras the said Veeraraugava and
Venkatasawmy and also one Conday Gooruvappa Chitty
in his life time (who is now deceased and whom the said
Veeraraugava and Venkatasawmy have Survived) made
according to the Custom of such Hindoos their certain
Note in Writing in the Malabar Language their
proper hands being thereunto Subscribed bearing date
the day and year aforesaid and then and there
delivered the same Note to the said Gooruvappilly
By which said Note the said Conday Gooruvappa
Chitty and the said Veeraraugava and Venkatasawmy
Acknowledged that they had borrowed and received of
the said Gooruvapilly the sum of Two hundred Star
Pagodas Current Money of Madras and engaged
to Repay the same Sum to the said Gooruvap=
=pilly on demand with interest at the rate of twelve
per Cent per Annum by means whereof and according
to the Custom aforesaid of such Hindoos the said
Conday Gooruvappa Chitty and the said Veeraraugava
and Venkatasawmy in the life time of the said Conday

No 12

Gooru

Fort St. Geo. 1813

Goorivappa ~~duly bound~~ liable to pay to the said Goorivappa-
-ppilly 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 Conday Goorivappa
Chitty and the said Veeraraugava and Veneatasawmy
in the life time of the said Conday Goorivappa Chitty
in consideration thereof afterwards to wit on the day
and year aforesaid at Madras Aforesaid undertook
and then and there faithfully promised the said
Goorivappilly 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 Afterwards and
in the life time of the said Conday Goorivappa Chitty to
wit on the day of August in the Year of Christ
One thousand Eight hundred and Twelve aforesaid at
Madras aforesaid the said Conday Goorivappa Chitty
and the said Veeraraugava and Veneatasawmy were
indebted to the said Goorivappilly in the sum of Four
hundred Star Pagodas of the lawful Current Money of
Madras for money by the said Goorivappilly before
that time lent and advanced to the said Conday
Goorivappa Chitty Veeraraugava and Veneatasawmy
and at their Special instance and Request and being
so indebted the said Conday Goorivappa Chitty
Veeraraugava and Veneatasawmy in the life time
of the said Conday Goorivappa Chitty in Consideration
thereof afterwards to wit on the same day and

year

Seventh Term 1812

[illegible] Madras aforesaid Underlook=
and then and there faithfully promised the said Gooruvap=
=pilly to pay him the said last mentioned Sum of Money
when they the said Conday Gooruvappa Chitty Veeraraugava
and Venkatasawmy should be thereto afterwards requested
And Whereas the said Conday Gooruvappa Chitty
Veeraraugava and Venkatasawmy in the life time of the
said Conday Gooruvappa Chitty afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
accounted with the said Gooruvappilly of and concerning
divers other Sums of Money before that time due and
owing from the said Conday Gooruvappa Chitty Veeraraug=
=gava and Venkatasawmy to the said Gooruvappilly
and then being in Arrear and unpaid upon which
accounting the said Conday Gooruvappa Chitty Veeraraug=
=gava and Venkatasawmy were then and there found
to be in arrear and indebted to the said Gooruvappilly
in the further sum of Four hundred Star Pagodas
of like lawful Current Money of Madras and being so found
Chitty Veeraraugava and Venkatasawmy in the life time
of the said Conday Gooruvappa 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 Gooruvappilly to
pay him the said last mentioned Sum of Money when
they the said Conday Gooruvappa Chitty Veeraraugava and

No. 12

Venkatasawmy

Second Term 1813 -

Venkatasawmy should & would perform &
the said Conday Gooruvappa Chitty and the said Veeraraugava
and Venkatasawmy in the life time of the said Conday
Gooruvappa Chitty and the said Veeraraugava and
Venkatasawmy since the death of the said Conday
Gooruvappa Chitty not regarding the said Several
promises and Undertakings of the said Conday Gooruvappa
Chitty Veeraraugava and Venkatasawmy so by them in manner
and form aforesaid made but contriving and intending to
deceive and defraud the said Gooruvappilly in this behalf
the said Conday Gooruvappa Chitty and the said
Veeraraugava and Venkatasawmy in the life time of the
said Conday Gooruvappa Chitty did not pay and the
said Veeraraugava and Venkatasawmy since the death
of the said Conday Gooruvappa Chitty 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
(although so to do the said Conday Gooruvappa, Veera-
=raugava and Venkatasawmy in the life time of the said
Conday Gooruvappa Chitty to wit on the day and Year
last aforesaid and the said Veeraraugava and Venkatasawmy
since the death of the said Conday Gooruvappa Chitty to wit
on the Sixteenth day of November in the Year of Christ Ane
thousand Eight hundred and Twelve aforesaid and often times
Afterwards were Requested by the said Gooruvappilly to wit
at Madras aforesaid) But to pay the same the said Conday
Gooruvappa Chitty and the said Veeraraugava and

Venkatasawmy

Judgment for the Plaintiff for a Verdict in Assumpsit -

[illegible] the life time of the said Conday Gooruvap=pa Chitty wholly refused - And the said Veeraraugava and Veneatasawmy since the death of the said Conday Gooruvappa Chitty hitherto have refused and still do refuse - To the damage of the said Gooruvappilly of Four hundred Star Pagodas and therefore he brings his Suit &c.

And the said Veeraraugava and Veneatasawmy having come in their own persons defended the wrong and injury when &c. and said Nothing in bar or preclusion of the said Action of the said Gooruvappilly whereby the said Gooruvappilly remained therein undefended against the said Veeraraugava and Veneatasawmy and by reason whereof a day was given to the said Gooruvep=pilly whereupon he should come before the Court and verify his said plaint and Suit. —

At which day being the Sixth day of April in this term comes the said Gooruvappilly by his said Attorney - And the Justices of this Court having heard examined and Considered the Allegations of the said Gooruvappilly and the depositions of the Witnesses addduced by him have pronounced that the said Veeraraugava and Veneatasawmy and the said Conday Gooruvappa Chitty in his life time did undertake and promise in manner and form as the said Gooruvappilly hath above thereof Complained against the said Veeraraugava and Veneatasawmy. —

And forasmuch as it is alleged and proved and manifestly appears to the Court that the said [illegible]

hath Sustained damage by occasion of the Non performance
by the said Veeraraugava and Vencatasawmy and the said
Conday Gooruvappa Chitty in the life time of the said Conday
Gooruvappa Chitty and by the said Veeraraugava and
Vencatasawmy since the death of the said Conday Gooruvap
=pa Chitty of the Several promises and Undertakings in
the Plaint mentioned to the sum of Two Hundred and twenty
Eight Pagodas and fifteen fanams over and besides his
Costs and Charges by him about his Suit in this behalf
expended - It is Considered and Adjudged that the said
Gooruvappilly Recover against the said Veeraraugava and
Vencatasawmy his damages aforesaid to the said Sum of
Two hundred and twenty Eight Pagodas and fifteen
fanams and that the said Veeraraugava and Vencata=
=sawmy pay to the said Gooruvappilly for his said
Costs and Charges the sum of One hundred and Seventy
Pagodas and Two fanams which damages Costs and
Charges amount to Three hundred and Ninety Eight
Pagodas and Seventeen fanams and the said Veera=
=raugava and Vencatasawmy in Mercy Vea

Judgment Signed for the Plaintiff the 13th day of May 1813. J Shaw Dy Prothr

Mercy

Second Term 1813

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 hundreds and
thirteen

Madras } to Wit. } Adrian De Fries John De Fries Lewis
De Fries and Henry De Fries put in their place
James Morris their attorney against Goolaum Rasool
Gawn in a Plea of Debt. —

Madras to wit — } The said Goolaum Rasool Gawn in his own
proper person at the Suit of the said Adrian
De Fries John De Fries Lewis de Fries and
Henry De Fries in this Plea aforesaid ——

Madras } to wit } 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 Adrian De Fries
John De Fries Lewis de Fries and Henry De Fries
by James their attorney and brought into the
said Court then there their certain Plaint against
the said Goolaum Rasool Gawn 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—

[illegible] 1813

[illegible] John De Fries,
[illegible] Lewis De Fries and Henry De Fries by James Morris
[illegible] their Attorney Complain of Goolaum Rasool Caun who is a
Mahomedan Inhabitant of Madras and as such a person subject
to the Jurisdiction of this Honorable Court of a plea that the said
Goolaum Rasool Caun Render to the said Adrian, John, Lewis
and Henry One thousand and three hundred Star Pagodas
of the Current Money of Madras which the said Goolaum
Rasool Caun owes to and detains from the said Adrian,
John, Lewis and Henry - For that Whereas at the time nea
hereinafter mentioned the said Adrian, John, Lewis and
Henry were persons residing and using Commerce as Copartners
according to the Custom of Merchants under the Names and
by the Style and firm of Adrian de Fries and Company (to
wit) at Madras - And Whereas heretofore (to wit) on the
twenty Seventh day of November in the Year of Christ One
thousand Eight hundred and Ten at Madras aforesaid the
said Goolaum Rasool Caun 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) Acknowledg
himself (by the Name and addition of Woolam Rasool
Caun of Madras) to be held and firmly bound to the
said Adrian, John, Lewis and Henry (by their Nam
Style and firm aforesaid and by the addition of Mess
Adrian de Fries & Co. of Madras Merchants) in the sa
One thousand and three hundred Star Pagodas To be
paid to the said Adrian, John, Lewis, and Henry whe
[illegible] Rasool Caun

March Term 1813.

thereto after and upon the said Goolaum Rasool Cawn (although often requested &c.) hath not paid to the said Adrian, John, Lewis and Henry the said One thousand and three hundred Star Pagodas above demanded or any part thereof. But he to pay the same hath hitherto wholly refused and still doth refuse. To the damage of the said Adrian, John, Lewis and Henry of Ten Star Pagodas and therefore they bring their Suit &c.

Tried Ex parte Judgment for the Plaintiffs & a Verdict in Debt.

And the said Goolaum Rasool Cawn not having been found within the Jurisdiction of this Court and not having Appeared to Answer or defend in this behalf (although proclamation for the appearance of the said Goolaum Rasool Cawn was made from time to time according to the Course and practice of this Court) a day was given to the said Adrian, John, Lewis and Henry whereupon they should come before the Court and verify their Plaint and Suit.

At which day being the Thirty first day of March in this Term come the said Adrian, John, Lewis, and Henry by their said Attorney and Verify and prove to the Court the Matters of their said plaint.

And the Justices of this Court having heard Examined and Considered the Allegations of the said Adrian, John, Lewis and Henry and the depositions of the Witnesses adduced by them have pronounced that the said Writing Obligatory in the said plaint of the said Adrian, John, Lewis and Henry mentioned is the deed of the said Goolaum Rasool Cawn, And that the said

Decree Feb. 1813

Goolaum Rasool Caun doth owe to and detain from the said Adrian, John, Lewis and Henry the said One Thousand and three hundred Star Pagodas above demanded in manner and form as the said Adrian, John, Lewis, and Henry have above thereof Complained against him. —

Judgment — It is therefore Considered and Adjudged that the
Signed for the Plaintiffs the 13th day of May 1813. said Adrian, John, Lewis and Henry Recover against the said Goolaum Rasool Caun their said debt. And that the said Goolaum Rasool Caun pay to the said Adrian, John, Lewis and Henry for their Costs and Charges by them Costs Pd Plaintiffs. laid out by them about their suit in this behalf the sum of One hundred and Eighty two Pagodas and twenty two fanams and the said Goolaum Rasool Caun in Mercy &c. —
Mercy.

And hereupon the said Adrian De Fries John De Fries Lewis De Fries and Henry De Fries by William their said Attorney prays the writ of our Lord the King to be directed to the Sheriff of Madras commanding him to sell the Rented Lands Goods Effects and Debts real and personal of the said Goolaum Rasool

Second Term 1813 -

Rasol Lawn by him before Seized and
Sequestered by Vertue of a Writ for
that purpose to him Directed and to make
Satisfaction out of the proper thereof
to the said Adrian, John, Lewis and Henry
De Fries in the Sum of One thousand & three
hundred Star Pagods for Debt which the
said Adrian, John, Lewis and Henry
De Fries hath recovered against the said
Goolam T. Rasol Lawn and also One
hundred and eighty two Pagods and
twenty two fanams adjudged to the said
Adrian, John, Lewis, and Henry De Fries
And with their Costs - And it is granted
Writ to Sell Sequestered premises issued unto them returnable here on the Fourteenth
on the 13th day of May day of June next
1813

Second Term 1813.

Plea before the Noble Sir Thomas & Andrew Strange Knight Chief justice and The Noble 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 Thirteen

Fort St George } Chedarala Bondayah Chitty puts in his place
Madras } Jones Disney and John Shaw his Attornies against Anunthiah Braminy in a Plea of Trespass on the Case. —

Fort St George } The said Anunthiah Braminy in his own
Madras } proper person at the suite of the said Chedarala Bondayah Chitty in the Plea aforesaid —

Fort St George } Be it remembered that in the Vacation after
Madras } the Third Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Chedarala Bondayah Chitty by Jones Disney and John Shaw his Attornies and brought into the said Court then there his certain Plaint against the said Anunthiah 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 —

1813.

Judgment Roll

Second Term

Section 5

Second Term 1813.

Plaint in Apumpsit
filed 18th August.
1812. Q.P.C.

Fort Saint George Madras ss Chedarala Condayah Chitty
by Downes Disney and John Shaw his Attornies Complains
of Annunthiah Braming 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 Annunthiah heretofore to wit on
the Twenty Seventh day of May in the year of Christ
One thousand Eight hundred and twelve at Madras
aforesaid made his certain Note in writing commonly
called a promisory Note his own proper hand being
thereunto Subscribed bearing date the day and year
aforesaid and then and there delivered the said Note
to the said Condayah by which said Note he the said
Annunthiah acknowledged to have borrowed and received
of the said Condayah the sum of Six hundred and
Sixty Eight Star Pagodas, thirty five fanams and
forty five Cash, which sum the said Annunthiah
thereby promised to pay to the said Condayah, on
demand with interest at the Rate of Twelve per Cent
per Annum for Value Received, By Reason Whereof and by
force of the Statute in such case made and provided
the said Annunthiah became liable to pay to the said
Condayah the said sum of Money in the said Note
Specified with such interest as aforesaid when he the
said Annunthiah should be thereto afterwards Requested
And being so liable he the said Annunthiah 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
Condayah to pay him the said Sum of Money in the said
Note Specified with such interest as aforesaid when he
the said Annunthiah should be thereto afterwards
Requested. And Whereas also the said Annunthiah
afterwards to wit on the first day of July in the year
aforesaid at Madras aforesaid was indebted to the
said Condayah in the sum of Nine hundred Star
Pagodas of the Current Money of Madras aforesaid
for so much Money by the said Condayah before
that time lent and advanced to the said Annunthiah
and at his Special instance and Request and being
so indebted he the said Annunthiah 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 Condayah
to pay him the said last mentioned Sum of Money
when he the said Annunthiah should be thereunto
Afterwards Requested. And whereas also the said
Annunthiah afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted to the
said Condayah in other Nine hundred Star Pagodas of
the like Current Money for so much Money by the said
Annunthiah before that time had and received to and
for the Use of the said Condayah and being so indebted
he the said Annunthiah 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 Condayah to pay him the said
last mentioned Sum of Money when he the said Annunthiah
should be thereunto afterwards Requested. And whereas also
the said Annunthiah afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid Accounted
with the said Condayah of and Concerning divers sums
of Money before that time due and owing from the said
Annunthiah to the said Condayah and then being in
Arrear and unpaid and upon that accounting the said
Annunthiah was then and there found to be in Arrear
and indebted to the said Condayah in other Nine
hundred Star Pagodas of the like Current Money and
being so found in Arrear and indebted he the said
Annunthiah 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 Condayah to pay him the said last mentioned Sum
of Money when he the said Annunthiah should be there-
=unto Afterwards Requested. Yet the said Annunthiah
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 Condayah 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

Condayah (although he the said Annunthiah afterwards to wit on the same day and year last aforesaid and Often times Afterwards at Madras aforesaid was by the said Condayah Requested so to do) but to pay the same or any or either of them or any part thereof to the said Condayah he the said Annunthiah, hath hitherto wholly Refused and still doth Refuse to the damage of the said Condayah of Nine hundred and Fifty Star = Pagodas and therefore he brings his suit &c. —

Trial Exparte Judgment for the Plaintiff on a Verdict in Assumpsit —

And the said Annunthiah not having been found within the Jurisdiction of this Court and (although Solemnly Required by proclamation in Open Court from time to time made according to the Course and practice of this Court to Appear) not having Appeared on the last day - Therefore this Court doth proceed exparte to hear, examine, and determine the said Plaint and Suit or Cause of Action of the said Condayah and to give Judgment therein and to award Costs to be paid in such Manner as the Court shall think Just and a day is therefore given to the said Condayah to come before the Court here and Verify his said Plaint in such manner as it shall behove him, on which day being the Twelfth day of February in this Term comes the said Condayah by his said Attorney and the Justices of this Court having heard the Allegations of the said Condayah and examined the truth thereof and duly considered the evidence produced on the part of the

said Condayah in Support of his said Allegations, say that the said Annunthiah did undertake and promise in manner and form as the said Condayah hath in his said Plaint in that behalf therein alledged and the Justices aforesaid Assess the damages of the said Condayah by occasion of the not performing the Several promises and Undertakings in the said Plaint of the said Condayah mentioned besides his Costs and Charges by him about his Suit in this behalf expended, to Seven hundred and forty five Pagodas, Twenty three fanams and forty five Cash - Therefore it is considered that the said Condayah do Recover against the said Annunthiah his damages aforesaid in form aforesaid assessed and also two hundred and fifty two Pagodas and twenty One fanams for his said Costs and Charges by the said Court now here adjudged to the said Condayah with his Assent, which said damages, Costs, and Charges in the whole amount to the Sum of Nine hundred and Ninety Seven Pagodas, forty four fanams, and forty five Cash and the said Annunthiah in Mercy &c. -

Judgment signed for the Plaintiff the 15th day of May 1813.
L Shaw
Dy Porth.

Mercy

Second Term 1813.

Second Term 1813

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 Thirteen —

Madras ss. The United Company of Merchants of England trading to the East Indies put in their place Robert Orme their attorney against Vechoor Seethauramah in a Plea of Trespass on the case —

Madras ss. The said Vechoor Seethauramah puts in his place Fownes Disney his attorney at the Suit of the said United Company in the Plea aforesaid —

Madras ss. 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 the United Company by Robert Orme their attorney and brought into the said Court then there their certain plaint against the said Vechoor Seethauramah 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

Second Term 1813.

Plaint in Assumpsit Filed 25th June 1813

Madras ff. The United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney
Vs. Complain of Vichoor Seethaurramah being an Heindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court. For that Whereas the said Vichoor Seethaurramah on the twenty sixth day of March in the Year of Christ One thousand eight hundred and Seven to wit at Madras aforesaid made his certain Promisory Note in writing bearing date the day and Year last aforesaid and thereby three Months after date promised to pay to William Abbott and Richard Arthur Maitland or Order the sum of Five thousand three hundred and twenty One Star Pagodas and twenty One fanams for Value received and the said William and Richard Arthur to whom or to whose Order the payment of the said Sum of Money in the said Promisory Note Specified was thereby directed to be made after the making thereof and before the payment of the Money therein Specified to wit on the day and Year last aforesaid at Madras aforesaid endorsed the said Promisory Note and thereby then and there Ordered and appointed the said Sum of Money in the said Promisory Note Specified to be paid to the said United Company. By Reason whereof and by the force of the Statute in such case made and provided the said Vichoor Seethaurramah became liable to pay to the said United Company the said sum of Money in the said Promisory

According to the tenor and effect of thereof and of the said endorsement so made thereon as aforesaid and being so liable he the said Vichoor Seithauramah in consideration thereof afterwards to wit on the day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said United Company to pay them the said sum of Money in the said Promisory Note Specified according to the tenor and effect of the said Promisory Note and of the said endorsement so made thereon as aforesaid. And Whereas one Vasoo Dava afterwards to wit on the Sixth day of April in the said Year One thousand eight hundred and Seven at Madras aforesaid made his certain Promisory Note in Writing bearing date the day and year last aforesaid and thereby then and there promised to pay three Months after the date thereof to the said Vichoor Seetharamah or Order One thousand Nine hundred and fifty Pagodas for Value Received and the said Vichoor Seethauramah to whom or to whose Order the payment of the said sum of Money in the said last mentioned Note Specified was thereby directed to be made after the making of the said last mentioned Note and before the payment of the said Sum of Money therein Specified to wit on the day and Year last aforesaid at Madras aforesaid endorsed the said last mentioned Promisory Note and thereby then and there Ordered and appointed the said Sum of Money therein Specified to be paid to the said William

Richard Arthur to whom or to whose Order the payment of the said Sum of Money in the said last mentioned Note Specified was by the said last mentioned endorsement directed to be made after the making of the said last mentioned Promisory Note and before the payment of the said sum of Money therein Specified to wit on the day and Year last aforesaid at Madras aforesaid endorsed the said last mentioned Promisory Note and thereby then and there Ordered and appointed the said Sum of Money therein Specified to be paid to the said United Company. And the said United Company aver that afterwards to wit on the Ninth day of July in the Year last aforesaid to wit at Madras aforesaid the said last mentioned Promisory Note so endorsed as last aforesaid was duly presented and Shewn to the said Vafsoo Dava for payment thereof and that the said Vafsoo Dava was then and there requested to pay the said Sum of Money therein Specified according to the tenor and effect of the said last mentioned Promisory Note and of the said Several endorsements so made thereon as aforesaid. But that the said Vafsoo Dava did not then and there or at any other time whatsoever pay the said Sum of Money in the said last mentioned Promisory Note mentioned or any part thereof to the said United Company but then and there wholly refused and Neglected so to do neither have the said William and Richard Arthur nor hath either of them yet paid the same or any part thereof to the said United Company of all which premises the said Richard

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 Vichoor Seethauramah became liable to pay to the said United Company the said sum of Money in the said last mentioned Note Specified when he the said Vichoor Seethauramah should be thereunto afterwards Requested and being so liable he the said Vichoor Seethauramah 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 United Company to pay them the said Sum of Money in the said last mentioned Note Specified when he the said Vichoor Seethauramah should be thereunto afterwards Requested. And Whereas also one William Hogg afterwards to wit on the tenth day of April in the year last mentioned at Madras aforesaid made his certain Promisory Note in Writing bearing date the day and year last aforesaid and thereby then and there promised to pay three Months after the date thereof to the said William and Richard Arthur or their Order the sum of Three thousand eight hundred and fifty Star Pagodas for Value Received and the said William and Richard Arthur to whom or to whose Order the payment of the said Sum of Money in the said last mentioned Note Specified was thereby directed to be made after the making of the said last mentioned Promisory Note and before the payment

Year last aforesaid at Madras aforesaid endorsed the said
last mentioned Promisory Note and thereby then and there Ordered
and appointed the said sum of Money therein specified to be paid
to the said Vichoor Seethauramah and the said Vichoor Seethauramah
to whom or to whose Order the payment of the said Sum of Money
in the said last mentioned Promisory Note Specified was by the
said last mentioned endorsement to be made after the Making of
the said last mentioned Promisory Note and before the
payment of the said sum of Money therein Specified to wit on the
day and year last aforesaid at Madras aforesaid endorsed the
said last mentioned Promisory Note and thereby then and there
Ordered and Appointed the said sum of Money in the said last
mentioned Promisory Note Specified to be paid to the said
United Company- And the said United Company over that after-
wards to wit on the thirteenth day of July in the Year last
aforesaid to wit at Madras aforesaid the said last mentioned
Promisory Note so endorsed as last aforesaid was duly presen-
ted and Shewn to the said William Stogg for payment thereof
and that the said William Stogg was then and there Requested
to pay the said Sum of Money therein Specified according to the
tenor and effect of the said last mentioned Promisory Note
and of the said Several endorsements so made thereon as aforesaid
But that the said William Stogg did not then and there or at
any other time whatsoever pay the said Sum of Money in the
said last mentioned Promisory Note mentioned or any part thereof
to the said United Company but then and there wholly refused
and Neglected so to do neither have the said Wil-

Arthur Nor hath either of them yet paid the same or any part
thereof to the said United Company Of all which premises the said
Vichoor Seithauramah 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 Vichoor Seitaraumiah became liable to pay
to the said United Company the said Sum of Money in the said
last mentioned Note Specified when he should be thereunto —
Afterwards Requested and being so liable he the said Vichoor
Seithauramah 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 United —
Company to pay them the said sum of Money in the said last
mentioned Note Specified when he the said Vichoor Seitau=
=ramah should be thereunto Afterwards Requested - And
Whereas also the said Vichoor Seithauramah afterwards to —
wit on the Twenty Seventh day of April in the year last
mentioned at Madras aforesaid made his certain other —
Promisory Note in Writing bearing date the day and year
last aforesaid and thereby then and there promised to
pay three months after the date thereof to the said Vafsoo
Dava or Order two thousand five hundred and twenty Pagodas
for Value Received and the said Vafsoo Dava to whom or to
whose Order the payment of the said Sum of Money in the
said last mentioned Note Specified was thereby directed
to be made after the making the said last mentioned —

therein Specified to wit on the day and year last aforesaid at Madras aforesaid endorsed the said last mentioned Promisory Note and thereby then and there Ordered and appointed the said Sum of Money in the said last mentioned Promisory Note Specified to be paid to the said William and Richard Arthur and the said William and Richard Arthur to whom or to whose Order the payment of the said Sum of Money in the said last mentioned Promisory Note Specified was by the said last mentioned endorsement directed to be made after the making of the said last mentioned Promisory Note and before the payment of the said Sum of Money therein Specified to wit on the day and Year last aforesaid at Madras aforesaid endorsed the said last mentioned promisory Note and thereby then and there Ordered and appointed the said sum of money in the said last mentioned Note specified to be paid to the said United Company. By means whereof and by force of the Statute in such case made and provided the said Vichoor Seithaurumah became liable to pay to the said United Company the said Sum of money in the said last mentioned Note Specified according to the tenor and effect of the said last mentioned Note and of the said Several endorsements so made thereon as aforesaid and being so liable he the said Vichoor Seithaurumah 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 United Company to pay them the said Sum of Money in the said last mentioned Note Specified according to the tenor and effect of the said last mentioned Note and of the

Several endorsements so made thereon as aforesaid. And Whereas also one Madapakum Verdaraujah afterwards to wit on the fifth day of June in the year last Mentioned at Madras aforesaid made his certain Promisory Note in Writing bearing date the day and year last aforesaid and thereby then and there three Months after the date thereof promised to pay to the said William and Richard Arthur or order the Sum of Six thousand Star pagodas for Value Received and the said William and Richard Arthur to whom or to whose Order the payment of the said Sum of Money in the said last mentioned Promisory Note Specified was thereby directed to be made after the making of the said last mentioned Promisory Note and before the payment of the said sum of Money in the said last mentioned Promisory Note Specified to wit on the day and Year last aforesaid at Madras aforesaid endorsed the said last mentioned Promisory Note and thereby then and there Ordered and appointed the said Sum of Money therein Specified to be paid to the said Vichoor Seethaurama=mah - And the said Vichoor Seethauramah to whom or to whose Order the payment of the said sum of Money in the said last mentioned Promisory Note Specified was by the said last mentioned endorsement directed to be made after the making of the said last mentioned Promisory Note and before the payment of the said Sum of Money therein Specified to wit on the day and year last aforesaid at Madras aforesaid endorsed the said last mentioned

Appointed the said Sum of Money therein Specified to be paid to the said United Company. And the said United Company aver that afterwards to wit on the Eighth day of September in the year last aforesaid to wit at Madras aforesaid the said last mentioned Promisory Note so endorsed as last aforesaid was duly presented and Shewn to the said Madapakum Vordarayah for payment thereof and that the said Madapakum Vordarayah was then and there Requested to pay the said sum of Money therein Specified according to the tenor and effect of the said last mentioned Promisory Note and of the said Several endorsements so made thereon as aforesaid. But that the said Madapakum Vordarayah did not then and there or at any other time whatsoever pay the said sum of Money in the said last mentioned Promisory Note mentioned or any part thereof to the said United Company but then and there wholly Refused and Neglected so to do neither have the said William and Richard Arthur nor hath either of them yet paid the same or any part thereof to the said United Company of all which premises the said Vichoor Seithaura-mah 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 Vichoor Seithauramah became liable to pay to the said United Company the said Sum of Money in the said last mentioned Note Specified when he should be thereunto afterwards Requested

he the said Vichoor Seithaumamah 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 United Company to pay them the said sum
of Money in the said last mentioned Note Specified when he the
said Vichoor Seithaumamah should be thereunto afterwards
requested - And Whereas also one Sashachellom Afterwards to wit
on the Ninth day of June in the year last mentioned at
Madras aforesaid made his certain Promisory Note in
writing bearing date the day and year last aforesaid
and thereby then and there promised to pay Three Months
after the date thereof to the said William and Richard Arthur
or Order the sum of Five thousand and five hundred Star Pagodas
for Value Received and the said William and Richard Arthur
to whom or to whose Order the payment of the said sum of
Money in the said last mentioned Note Specified was thereby
directed to be made after the making of the said last mentioned
Promisory Note and before the payment of the said sum of
Money therein specified to wit on the day and year last aforesaid
at Madras aforesaid endorsed the said last mentioned
Promisory Note and thereby then and there Ordered and
Appointed the said Sum of Money therein Specified to be
paid to the said Vichoor Seithaumamah and the said Vichoor
Seithaumamah to whom or to whose Order the payment of the
said Sum of Money in the said last mentioned Promisory
Note Specified was by the said last mentioned Indorsement
directed to be made after the making of the said last

said sum of Money therein Specified to wit on the day and year last aforesaid at Madras Aforesaid endorsed the said last mentioned Promisory Note and thereby then and there directed and appointed the said sum of money therein Specified to be paid to the said United Company - And the said United Company aver that afterwards to wit on the Twelfth day of September in the year last aforesaid to wit at Madras aforesaid the said last mentioned Promisory Note so entered as last aforesaid was duly presented and Sheron to the said Sashachellum for payment thereof and that the said Sashachellom was then and there requested to pay the said sum of money therein Specified according to the tenor and effect of the said last mentioned Promisory Note and of the said several endorsements so made thereon as aforesaid - But that the said Sashachellam did not then and there or at any other time whatsoever pay the said sum of Money in the said last mentioned Promisory Note mentioned or any part thereof to the said United Company But then and there wholly refused and Neglected so to do neither have the said William and Richard Arthur nor hath either of them yet paid the same or any part thereof to the said United Company of all which premises the said Vichoor Seethauramah afterwards to wit on the day and 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 Vichoor Seethauramah became liable to pay to the said United Company the said sum of money in the said last mentioned Note Specified when he

to thereunto afterwards Requested and being so liable he the said Vichoor Seithauramah 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 United Company to pay them the said sum of Money in the said last mentioned Note specified when he the said Vichoor Seithauramah should be thereunto afterwards Requested— And Whereas also the said William and Richard Arthur afterwards to wit on the Sixteenth day of June in the year last mentioned at Madras aforesaid according to the Usage and Custom of Merchants from time immemorial used and approved of made their certain Bill of Exchange in Writing bearing date the day and year last aforesaid and then and there directed the said Bill of exchange to the said Vichoor Seithauramah by which said Bill of exchange they the said William and Richard Arthur then and there Requested the said Vichoor Seithauramah three Months after the date thereof to pay to James Waddel David Inverarity and Company or order the sum of Three thousand eight hundred Pagodas for Value received which said Bill of Exchange the said Vichoor Seithauramah afterwards to wit on the same day and year last aforesaid at Madras aforesaid upon sight thereof accepted according to the said Usage and Custom of Merchants and the said James Waddel David Inverarity and Company to whose Order the payment of the said sum of Money in the said Bill of exchange specified was to be made after

of the said Sum of Money therein specified to wit on the day and
Year last aforesaid at Madras aforesaid according to the said
Usage and Custom of Merchants endorsed the said bill of Exchange
and thereby Ordered and appointed the said Sum of Money in the
said Bill of exchange specified to be paid to Harry Harmood
Smith and Robert William Bruce and the said Harry Harmood
Smith and Robert William Bruce to whom or to whose Order the
payment of the said sum of Money in the said Bill of exchange
Specified was by the said last mentioned Indorsement directed
to be made after the Making of the said Bill of exchange and
before the payment of the said Sum of money therein specified to
wit on the day and year last aforesaid at Madras aforesaid
endorsed the said Bill according to the said Usage and Custom
of Merchants and thereby then and there ordered and appointed
the said Sum of money in the said Bill of exchange specified to be
paid to the said United Company. By Reason whereof and according
to the said Usage and Custom of Merchants the said Vichoor
Seithauramah became liable to pay to the said United Company
the said sum of Money in the said Bill of exchange specified
according to the tenor and effect of the said Bill and of his said
Acceptance thereof and being so liable he the said Vichoor
Seithauramah 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
United Company to pay them the said sum of Money in the
said Bill of exchange specified according to the tenor and effect
of the said Bill of exchange and of his said

thereof. And Whereas also the said Vichoor Seethauramah
Afterwards to wit on the twentieth day of September in the
Year last aforesaid at Madras aforesaid was indebted to the
said United Company in the further sum of Fifty thousand
Star Pagodas of the Current Money of Madras for so much
money by the said Vichoor Seethauramah before that time had
and Received to and for the Use of the said United Company
and at their Special instance and Request and being so
indebted he the said Vichoor Seethauramah 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 United Company to pay them
the said last mentioned sum of money when he the said
Vichoor Seethauramah should be thereunto afterwards
Requested. And Whereas also the said Vichoor Seethauramah
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid accounted with the said United
Company of and concerning divers other sums of money before
that time due and owing from the said Vichoor Seethauramah
to the said United Company and then being in Arrear and
unpaid and upon that accounting the said Vichoor Seethau=
=ramah was then and there found to be in Arrear and
indebted to the said United Company in the further sum
of fifty thousand Star Pagodas of the like Current money
so found in Arrear and indebted he the said Vichoor
Seethauramah in Consideration thereof afterwards to wit

Aforesaid Undertook and then and there faithfully promised the said United Company to pay them the said last mentioned Sum of Money when he the said Vichoor Seethauramah should be there=unto Afterwards Requested. Yet the said Vichoor Seethauramah not Regarding his said Several Promises and Undertakings soby him made in manner and form aforesaid but contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said United Company 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 Vichoor Seethauramah. ovd. Year last aforesaid and often afterwards to wit at Madras Aforesaid) But the said Vichoor Seethauramah to pay the same or any of them or any part thereof to the said United Company hath hitherto wholly Refused and still doth refuse. To the damage of the said United Company of Fifty thousand Star Pagodas and therefore they bring their Suit &c.

And afterwards to wit in the First Term of the Year One thousand Eight hundred and Twelve in the said Supreme Court of Judicature at Madras 'till which Term the said Vichoor Seethauramah had leave to impar to the said Plaint and then to Answer the same came as well the said Plaintiffs by their Attorney as the said Vichoor Seethauramah by his said Attorney - And the said Vichoor Seethauramah defends the Wrong and Injury when &c. and Says that he did not undertake or promise in manner and form as the said United C

imparlance

Plea filed 7th February 1812 G.

above thereof Complained against him, and of this he puts himself upon the Court &c. —

And the said United Company do the like. —

Issue joined

Judgment for the Plaintiffs on a Verdict in Assumpsit

And now in this Second Term in the Year One thousand Eight hundred and Thirteen that is to say, on the Fifth day of April to which day was given as well to the said United Company as to the said Vichoor Seithauramah to inform the Court of the premises. At which day came the parties aforesaid by their said Attornies and the Justices of the said Court having heard the respective Allegations of the parties and examined the truth thereof and duly and deliberately considered the evidence on both sides say, that the said Vichoor Seithauramah did promise and undertake in manner and form as the said United Company have above thereof complained against him and they assess the damages of the said United Company on occasion of the premises besides their Costs and Charges by them about their suit in this behalf expended to Forty three thousand, Nine hundred and Seventy Seven, Star Pagodas, Thirty two fanams, and Sixty Cash. Therefore it is considered that the said United Company do recover against the said Vichoor Seithauramah their damages aforesaid in form aforesaid assessed and also four hundred, and two Star Pagodas, and Eight fanams, for their Costs and Charges by the said Court now here adjudged to the said United Company with their Assent, which said damages Costs and Charges in the Whole amount to forty four thousand, three hundred and Seventy Nine Star Pagodas, forty fanams, and Sixty Cash, And

Judgment signed for the Plaintiffs the 20th day of May 1813. Shaw by Prothy.

Afterwards to wit on the eighth
day of March in the Vacation after the
First Term of the year One thousand
eight hundred and fourteen before
the said Supreme Court of Judicature
at Madras aforesaid cometh the said
United Company of Merchants of England
trading to the East Indies by his Attorney
aforesaid and acknowledgeth themselves
to be satisfied by the said Vichoor
Seethauramah of Forty four thousand
three hundred and Seventy nine Pagodas
Forty fanams and Sixty cash for the
Damages Costs and Charges aforesaid
Therefore let the said Vichoor See=
=thauramah be thereof acquitted &c.

Satisfaction pleaded 8th March 1814.—

1813

Regiment Roll
Second Term
Sec N 0

Records

Second Term 1813.

Plea before the Honble Sir Thomas Andrew Stranger Kt. 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 Thirteen

Madras to wit. Sandalay Gopaul puts in his place John Saunthers his Attorney against Venatia Soobramall Venatta Puttanum Venammall Venkatapaddy and Seromaly the personal representatives of Venkatasawmy Naig deceased in a Plea of Breaches on the Case &c.—

Madras to wit. The said Venammall one of the personal representatives of the said Venkatasawmy Naig deceased as aforesaid puts in their place Samuel Diggs and John Shaw her Attorneys at the Suit of the said Sandalay Gopaul in the Plea aforesaid And the said Venatta Soobramall Venattanum and Seromaley in their own proper person at the said Suit—

Madras to wit. Be it remembered that in the Vacation after the South Term in the year of Christ One Thousand eight hundred and Eleven before the Supreme Court of Judicature at Madras came Sandalay Gopaul by John Saunthers his attorney and brought into the said Court then there his certain Plaint against the said Venatta Soobramall Venatta Puttanum Venammall Venkatapaddy and Seromaley in a Plea of Breaches 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

Plaint in ejectment filed 4th November 1811. O.C.R.

Madras to wit. Sandalay Gopaul by John Carnatic his Attorney Complains of Venkata Soobramalli Venkatta Ruttanum Venkammall Venkata=chuddy and Seroomaly the personal representatives of Venkatasawmy Naig late an Hindoo Inhabitant of Madras deceased according to the Laws and customs of the Hindoo Natives of India having Jurisdiction thereduto at the personal representatives of the goods Chattels and Credits which were of the said Venkatasawmy Naig at the time of his death and the said Venkatasubbammalls Venkata Ruttanum Venkammallss Venkatapaddy and Seroomaly being respectively Hindoo Inhabitants of Madras and as such subject to the jurisdiction of this Honorable Court of a Plea of Covenants on the Case — That whereas the said Venkatasawmy Naig deceased in his life time hereafter to wit on the Twenty Eighth day of November in the Christ One thousand eight hundred and ten at Madras aforesaid was indebted to the said Gopaul 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 Gopaul before that time lent and advanced to the said Venkatasawmy in his life time and at his special instance and request and being so indebted he the said Venkatasawmy Naig in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at

Second Term 1813

—Chief aforesaid Undertook and was and Were faithfully promised
the said Gopaul to
the said Venkatasawmy Aray shall be thereto afterwards
requested And Whereas also the said Venkatasawmy Aray
deceased in his life times afterwards to wit on the same
day and year aforesaid at Madras aforesaid was indebted
to the said Gopaul in the further sum of one thousand
and five hundred Star Pagodas of the like lawful —
Current money aforesaid for the Work and labour care
and deligence of the said Gopaul by him the said
Gopaul before that time done performed and bestowed
as the factor and agent of the said Venkatasawmy
Aray in and about the selling and disposing of divers
Goods Wares and Merchandize of the said Venkata-
-sawmy Aray and in and about other the business
of the said Venkatasawmy Aray and for the said
Venkatasawmy Aray and at his Special instance and
request And being so indebted he the said Venka-
-tasawmy Aray 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 Gopaul to pay him —
the said last-mentioned sum of money when he the
said Gopaul should be thereunto afterwards requested
And Whereas also afterwards to wit on the same
day and year aforesaid at Madras aforesaid in Con-
-sideration that the said Gopaul at the like Special
instance and request of the said Venkatasawmy
Aray had before that time done performed and
bestowed other his Work and labour care and

deligence

Second Roll 1813

deligence of the said Agent of the said
Venkatasawmy Arag in and about the selling and
disposing of divers other Goods Wares and Merchandize
and in and about other the business of the said Venka-
tasawmy Arag and for the said Venkatasawmy Arag he
the said Venkatasawmy Arag in his life time Vendestick
and then and there faithfully promised the said
Gopaul to pay him so much money as he therefore rea-
sonably deserved to have of the said Venkatasawmy
Arag he the said Venkatasawmy Arag should lee
thereunto afterwards requested And the said
Gopaul avers that he therefore reasonably deserved
to have of the said Venkatasawmy Arag in his life
time the further sum of One thousand and five
hundred Star Pagodas of the like lawful Current
money aforesaid to wit at Madras aforesaid whereof
the said Venkatasawmy Arag in his life time
afterwards to wit on the same day and year aforesaid
at Madras aforesaid there had Notice And whereas
also the said Venkatasawmy Arag in his life time
afterwards to wit on the same day and year aforesaid
at Madras aforesaid was indebted to the said
Gopaul in the further sum of One thousand and
five hundred Star Pagodas of the like lawful
Current Money aforesaid for the Work and
labour care and deligence of the said Gopaul
before that time done performed and bestowed in
and about the business of the said Venkatasawmy
Arag and for the said Venkatasawmy Arag and at his

Special instance & request.— And having so indebted
he the said Venkatasawmy Araig 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 Gopaul to pay
him the said last mentioned sum of money when he the
said Venkatasawmy Araig should be thereunto afterwards re=
=quested And Whereas also afterwards to wit on the same day
and year aforesaid at Madras aforesaid in consideration
that the said Gopaul at the like Special instances and
request of the said Venkatasawmy Araig had before that
time done performed and bestowed other his Work and
labour care and deligence in and about other the Business
of and for the said Venkatasawmy Araig he the said
Venkatasawmy Araig in his life time Undertook and then
and there faithfully promised the said Gopaul to pay him
so much money as he therefore reasonably deserved to have
of the said Venkatasawmy Araig when he the said
Venkatasawmy Araig should be thereunto afterwards
requested And the said Gopaul avers that he therefore
reasonably deserved to have of the said Venkatasawmy
Araig the further sum of One thousand and Five
hundred Star Pagodas of the like lawful Current
money aforesaid to wit at Madras aforesaid whereof
the said Venkatasawmy Araig in his life time afterwards
to wit on the same day and year last aforesaid at
Madras aforesaid there had notice. And Whereas
also the said Venkatasawmy Araig in his life time
afterwards to wit on the same day and year aforesaid
at Madras aforesaid was indebted to the said
Gopaul in other One thousand and five hundred
Star Pagodas of the like lawful current money

aforesaid

Seind Ctem 1813

aforesaid for to [illegible] by the said Venkatasawmy
drang in his life time and before that time had and
received to and for the use of the said Gopaul and being
so indebted he the said Venkatasawmy drang 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 Gopaul to pay him the said last mentioned
sum of money when he the said Venkatasawmy drang
should be thereunto afterwards requested - And whereas
also the said Venkatasawmy drang in his life time
afterwards to wit on the same day and year aforesaid
at Madras aforesaid accounted together with the said
Gopaul of and concerning divers other large sums of
money before that time due and owing from the said
Venkatasawmy drang to the said and then being in
arrear and unpaid and upon such accounting he
the said Venkatasawmy drang in his life time was
then and there found to be in arrear and indebted
to the said Gopaul in the further sum of 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
Venkatasawmy drang 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 Gopaul
to pay him the said last mentioned sum of money when he the said
Venkatasawmy drang should be thereunto afterwards requested. Yet the
said Venkatasawmy drang in his [illegible]

the said Venceta Soobamall, Venceta Puttanum Vencamall Venceatapaddy and Teroomaly as personal Representatives aforesaid after the death of the said Venkatasawmy Naig not their said Several promises and Undertakings but contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said Gopaul in this behalf have not nor hath either of them as yet paid the said Several Sums of Money aforesaid (althe often Requested so to do) But to pay the same or any part thereof to the said Gopaul he the said Venceatasawmy Naig in his life time wholly Refused and the said Venceta Soobamall, Venceta Puttanum, Vencamm Venceatapaddy and Teroomaly have and each of them hath ever since the death of the said Venceatasawmy Naig hitherto wholly Refused and Still do Refuse - To the damage of the said Gopaul of One thousand and five hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say on the Eighth day of September in the Vacation after the fourth Term in the Year One thousand Eight hundred and twelve until which day the said Vencata Soobamall, Vencata Puttanum, Vencammall, Venceatapaddy and Teroomalay personal Representatives aforesaid had leave to impark to the said Plaint and then to Answer the same came as well the said Tondalay Gopaul by his said Attorney as the said Vencammall as one of the said personal Representatives aforesaid by Downes Disney and John Shaw her Attornies, And the said Vencata Soobamall, Venceta Puttanum, Venceatapaddy and Teroomalay came not nor did they say any thing in bar or preclusion of the said Action of the said Tondalay

imparlance

Second Term 1813.

Plea filed 8th September 1812 — and injury when &c and Said that the said Venea[illegible] saving &c [illegible] take or promise in manner and form as the said Gopaul hath above thereof complained and of this she puts herself upon the Court &c. —

Replication filed 13th February 1813 — & issue joined —

And afterwards to wit in the First Term One thousand Eight hundred and thirteen came the Parties aforesaid by their Attornies aforesaid and thereupon the said Gopaul as to the Plea of the said Veneammal by her above pleaded and whereof she hath put herself upon the Court doth the like. —

Plaintiff nonsuited —

And now in this First Term in the year One thousand eight hundred and Thirteen that is to say on the Twentieth day of February to which day was given as well to the said Gopaul as to the said Veneammall personal Representative as aforesaid to inform the Court of the premises at which day come as well the said Gopaul as the said Veneammall by their respective Attornies and the Justices of the said Court having heard the respective Allegations of the Parties, proceeded to consider thereof but before any Verdict was given by the said Court in the premises the said Gopaul being solemnly called came not, nor doth he further prosecute his Plaint aforesaid against the said Veneammall. Therefore it is Considered by the said Court here that the said Gopaul take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c.

Judgment Signed for the Defendant Veneammall the 26th day of May 1813 — Shaw Dy Prothy

And that the said Gopaul do go thereof

Second Term 1833.

day &c. And it is further Considered by the said Court that the said [illegible] as such personal Representative as aforesaid do recover against the said Gopaul the sum of Two hundred and Forty Nine Pagodas and thirty six fanams for her Costs and Charges by her laid out about her defence in this behalf by the said Court here Adjudged to the said Venkummall and that the said and the said Venkummall as such personal Representative as aforesaid have execution thereof &c.

Second Term 1813.

No. 16

Second Term 1813

Fort St George
Madras

Plead 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 at the Second Term in the year One thousand eight hundreds and Thirteen —

John Doe on the demise of Rungapah Chitty puts in his place John Garruthers his attorney against Yetter Chitty and Canagamma in a Plea of Trespass on the Case and Ejectment —

Fort St George
Madras

The said Yetter Chitty and Canagamah put in their place Fowns their attorney at the suit of the said John Doe in the Plea aforesaid —

Fort St George
Madras

Be it remembered that in the First Term in this year of Christ One thousand eight hundred and Twelve before the Supreme Court of Judicature at Madras came John Doe on the demise of Rungapah Chitty by John Garruthers his attorney and brought into the said Court then there his certain plaint against the said Yetter Chitty and Canagamah in a Plea of Trespass on this Case and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Fox which said Plaint follows in these words that is to say. ——————

Fort St Geo

Second Term 1813

Recorded
Replevin filed
21st February 1812
F.S.

Fort Saint George ... Ss. John Doe by John Carruthers his Attorney Complains of Yettee Chitty and Canagamma who are respectively Inhabitants of Madras and as such Subject to the Jurisdiction of this Honorable Court. For that Whereas Rungapah Chitty heretofore to wit on the first day of March in the Year of Christ One thousand Eight hundred and Ten at Madras had demised Granted and to Farm let out to the said John Five Messuages, Five Out houses, Five other buildings, Five Acres of land, Five Acres of Waste land and five Acres of other land with the Appurtenances thereunto belonging Situate lying and being in Poodoopauckom within the limits of the Jurisdiction of this Honorable Court. To have and to hold the same from the Twenty eighth day of February then last past for and during and unto the full end and term of Five Years then next ensuing and fully to be complete and ended by Virtue of which said demise the said John entered into the premises aforesaid with the Appurtenances and was possessed thereof until the said Yettee Chitty and Canagamma afterwards to wit on the Second day of the said Month of March in year aforesaid with 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 amoved the said John from his said Farm his said Term therein not being yet ended and him the said John so Ejected drove out and Amoved hath kept

out and did deth him from his possession thereof and other
wrongs to him then and there did against the Peace of
our Lord the King and to the damage of the said John
of Two hundred Star Pagodas and therefore he brings his
Suit &c.

Consent Rule to Appear & Plead filed 12th Augt. 1811 GS

And Afterwards that is to say in the Second Term
of the said Year One thousand Eight hundred and Twelve the
said Yettee Chitty and Canagammah by their said Attorney come
and defend the Wrong and injury when &c. And say that they
are not guilty of the Trespass and Ejectment above laid to
their charge in manner and form as the said John Doe hath
above thereof complained against them, and of this they put —
themselves upon the Court &c.

Plea filed 13th February 1812 GS.

And Afterwards that is to say in the Vacation after
the Second Term in the year One thousand Eight hundred and
Twelve came the parties aforesaid by their Attornies aforesaid
And thereupon the said John Doe as to the Plea of the said
Yettee Chitty and Canagamah and whereof they have put
themselves upon the Court doth the like. —

Replication filed 27th June 1812 GS. and Issue joined

Afterwards for the Trial of the Issue so as aforesaid
joined between the parties a day was given to them respectively
by the Court at which day being the Seventeenth day of
February in this same Term come the parties aforesaid by
their respective Attornies and the Justices of this Court having
heard examined and considered the Allegations of the said
Parties and the Depositions of the Witnesses adduced by them
respectively were about to pronounce their Judgment of

Issue of the Plaintiff Nonsuited

and

Second Term 1813

and upon the proof Whereupon the said John Doe depart
from the Court and
but made default and did not further prosecute his said
Plaint and Suit against the said Yettee Chitty and Canagam-
-mah. It is therefore Considered and Adjudged that the said
John Doe take nothing by his said Plaint but that he and
his said Pledges to Prosecute be in mercy &c. And that
the said Yettee Chitty and Canagammah go thereof without
day. And it is further Considered that the said Yettee
Chitty and Canagammah do Recover against the said
John Doe the Sum of Two hundred and fourteen
Pagodas and forty fanams for their Costs and Charges by
them laid out about their defence in this behalf by the said
Court now here Adjudged to the said Yettee Chitty and
Canagammah and with their Assent. and that the said
Yettee Chitty and Canagammah have execution thereof
&c.

Judgment Entered
for the Defendant
26 day of May
1813.

Jno Prothy.

Second Term 1853.

Second Term 1813

Sitting before the Honble Sir Thomas Andrew Stranks 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 this Second Term in the year One thousand eight hundred and Thirteen ——

Madras to wit } Longa Vardapah Naick puts in his place John Carruthers his Attorney against Padmanaba Naick in a Plea of Trespass on the Case

Madras to wit } The said Padmanaba Naick puts in his place Francis Disney and John Shaw his Attorneys at the Suit of the said Longa Vardapah Naick in this Plea aforesaid ——

Madras to wit } Be it remembered that in this 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 Longa Vardapah Naick by John Carruthers his Attorney and brought into this said Court then and there his certain Plaint against the said Padmanaba Naicko 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

No 18

Madras

Second Term 1813

Plaint in
Assumpsit filed
2 May 1813

Madras to Wit Ponja Vardapah Naick by Mr Saunders
his Attorney complains of Padanaba Naick who is 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 &c
For that Whereas the said Padbanaba heretofore to wit on the
Eight hundred and Twelve at Madras aforesaid was indebted
to the said Vardapah in the sum of Seven hundred Star
Pagodas of the lawful Current Money of Madras aforesaid
for so much Money by the said Vardapah before that time
lent and advanced to the said Padbanaba and at his
special instance and Request and being so indebted he the
said Padbanaba 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
Vardapah to pay him the said sum of Money when he the said
Padbanaba should be thereunto Afterwards Requested - And
Whereas also the said Padbanaba afterwards to wit on the same
day and year aforesaid at Madras aforesaid was indebted to
the said Vardapah in the further Sum of Seven hundred
Star Pagodas of the like Current Money aforesaid for so much
Money by the said Padbanaba before that time had and
received to and for the Use of the said Vardapah and being so
indebted he the said Padbanaba 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 Vardapah to pay him the said last
mentioned sum of Money when he the said Padbanaba

Should

should be thereunto afterwards Requested. And Whereas about the said Padbanaba afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Vardapah of and concerning divers other large Sums of Money before that time due and owing from the said Padbanaba to the said Vardapah and then being in Arrear and unpaid and upon such Accounting he the said Padbanaba was then and there found to be in Arrear and indebted to the said Vardapah in the further sum of Seven hundred Star Pagodas of the like Current Money aforesaid and being so found in Arrear and indebted he the said Padbanaba 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 Vardapah to pay him the said last mentioned Sum of Money when he the said Padbanaba should be thereunto afterwards Requested. Yet the said Padbanaba 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 Vardapah hath not as yet paid them or any part thereof (although often requested so to do) but to pay the same or any part thereof to the said Vardapah he the said Padbanaba hath hitherto wholly refused and still doth refuse to the damage of the said Vardapah of Seven hundred Star Pagodas and therefore he brings his Suit &c.

And Afterwards that is to say in the Vacation after the same Second Term of the said Year One thousand Eight

Second Term 1813

hundred and [illegible] the said Padmanaba afore-
by James [illegible] and John Shaw his Attornies
comes and defends the Wrong and injury when
&c and says that he did not undertake or
promise in manner and form as the said
Nardaparh hath above thereof complained against
him and of this he puts himself upon the
Court &c —

Plea filed 14th July 1812 — JS

And afterwards that is to
say in the Term of the said year One thousand
eight hundred and twelve came the said Parties
aforesaid by their Attornies aforesaid — And —
thereupon the said Nardaparh as to the Plea —
of the said Padmanaba by him above pleaded
and whereof he hath put himself upon the —
Court doth the like —

Replication filed 21st July 1812 - JS

Issue joined JS

And upon this the said Padmanaba
prays that the said Nardaparh 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 Nardaparh until the Tenth
day of April in the same Term to bring the
Issue above joined on to be tried at which
day

Judgment as in case of nonsuit by order of Court made on the 10th April 1813 JS

Second Term 1813

day comes the said Padmanabh by his attorney aforesaid and the said Vundaiah although lo-
-lawfully demanded comes not and it appearing to
the Court here, that the said Vundaiah 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 Vundaiah take nothing by his
said Plaint but that he and his pledges
to prosecute be in mercy &c — And that the
said Padmahana go thereof without day - And
it is further Considered by the Court —
here that the said Padmanabh do recover —
against the said Vundaiah three hundred and
fifty two pagodas and three fanams for his
Costs and charges by him laid out about his
defence in this behalf by the Court here adjudged
to the said Padmanabh - And with his —
assent and that the said Padmanabh have
execution thereof &c —

Judgment signed for the Defendant the 29th day of May 1813 —
J Shaw
By Court

And hereupon the said
Padmanabh prays by James Digney and
John Shaw his attornies prays the Writ of
our Lord the King of Siam Caesar to
be directed to the Sheriff of Madras —
commanding

Jr 18

Term 1813

and Messuages Lands Tenements and other Effects real
and personal of the said Conja Vandapah
Naick within the jurisdiction of the said
Supreme Court of Judicature at Madras —
aforesaid by Seizure and if it be necessary —
by Sale thereof the Sum of Three hundred
and fifty two Pagodas and three fanams (.
for his Costs and Charges by him —
expended in and about his defence at-
the Suit of the said Conjah Vandapah
Naick And it is granted unto him
Writ of Error Garnish issued against the Plaint. returnable here on the Fifteenth day of-
Plaint. for Costs June next —
29th May 1813

Grand Pannel

Heard before the Honble Sir Thomas Andrew Stranje Knight Chief Justices and the Honble Sir Francis Macnaghten Knight one of His Majesty's Justices of the Supreme Court of Judicature at Madras of the Grand Serin in the year One thousand eight hundred and Thirteen —

Madras to wit — Vancoyer Row puts in his place Daniel Neale his attorney against Usherwell ul multi Behander in a Plea of Debt —

Madras to wit. She said Usherwell ul multi Behander puts in his place Robert Walter Roe his attorney at the suit of the said Vancoyer Roe in the Plea aforesaid. —

Madras to wit. Be it remembered that in the Vacation after the South Serin in the year of Christ One thousand eight hundred and twelve before the Supreme Court of Judicature at Madras came Vancoyer Row by Daniel Neale his attorney and brought into the said Court then there his certain plaint against the said Usherwell ul multi Behander in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras

No 19.

Plaint in Dll. File
12th January 1813.
J.J.

Madras to wit. Vauxeje Row by Daniel Neale his Attorney complains of Usherauff ul Mulk Bahander who is a Mahomedan Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea that the said Usherauff ul Mulk Bahander render to the said Vauxeje Row Sixty Six thousand and eighteen Company's Rupees of the lawful money of Madras which the said Usherauff ul Mulk Bahander owes to and detains from the said Vauxeje Row - For that Whereas heretofore to wit- on the eighteenth day of May in the year of Christ One thousand eight hundred and Ten at Madras - the said Usherauff ul Mulk Bahander by his certain Writing Obligatory sealed with his Seal and to the Court here now shewn (the date whereof is the day year aforesaid) acknowledged himself to be held and firmly bound to the said Vauxeje Row in the said Sum of Sixty Six thousand and eighteen Company's Rupees of Madras above demanded to be paid to the said Vauxeje Row when he the said Usherauff ul Mulk Bahander should be thereto afterwards requested which said Writing Obligatory was and is Subject to a certain Condition thereunder written to the effect following to wit that if the said Usherauff ul Mulk Bahader or certain other persons in the said Condition specified (namely) Ezaudan Mulk Bahander Arabit Salut Nifsa Begum

Bonker

No 19

Ameerunnissa Begum vs. Doulatun Nissa Begum

or other wrong or order of their Heirs Executors or Administrators
shall be made and duly pay or cause to be paid to the
said Vancaya Row or his Heirs Executors Administrators personal
representatives or Assigns the full and just Sum of thirty three
thousand and nine Company's Rupees of lawful money of Madras
by installments of one thousand Company's Rupees every month
to commence from the day of the date of the said
Writing Obligatory and payable on the Eighth days of each
month with interest at and after the rate of twelve per
Cent per Annum then that this same Writing Obligatory
should be void and of no effect but in case the said
Nuwaub ul Mulk Bahader or the said Ezauddeen Mulk
Bahader Arabul Zahul Nissa Begum Sauter ul
Nissa Begum and Doulatul Nissa Begum or one
Affzul Nissa Begum (in the same Condition named
should make default in payment of any one or either
of the said Several installments on the day appointed
by the same Condition for the same than the said
Writing Obligatory should be and remain in full
force and Virtue and that it should be lawful
to and for the said Vancaya Row or his Heirs
Executors Administrators or Assigns to sue for recover
and receive the whole of the principal and interest
that should or might be remaining due on the said
Writing Obligatory at the time of making such default
any thing in the said Condition contained to the con-
trary thereof in any wise notwithstanding Nevertheless
the said Vancaya Row in fact saith that after the
making of the said Writing Obligatory to wit on the
Eighth day of June in the year One thousand eight hun-
dred and ten aforesaid at Madras aforesaid a large sum of money part-

of-

1813.

Judgment Roll

Second Term

Section 7.

of the said Sum of Thirty three Thousand and Nine Compny's Rupees to wit the sum of One thousand Rupees being for the first installment provided by the said Condition became and was due and owing from the said Ushenuff ul Mulk Bahander to him the said Vaucogee Row and still is in Arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of July in the year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Compny's Rupees to wit the sum of One thousand Rupees being for the Second installment provided by the said Condition became and was due and owing from the said Ushenuff ul Mulk Bahander to the said Vaucogee Row and still is in Arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of August in the Year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and

Nine

Nine Company's Rupees to wit the sum of One Thousand Rupees being for the third installment provided by the said Condition became and was due and owing from the said Usheruff ul Mulk Bahauder to the said Vancouge Row and still is in arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for Assigning a further Breach of the said Condition of the said Writing Obligatory the said Vancouge Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of September in the year last mentioned at Madras aforesaid a further part of the said sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the fourth installment provided by the said Condition became and was due and owing from the said Usheruff ul Mulk Bahauder to the said Vancouge Row and still is in arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for Assigning a further Breach of the said Condition of the said Writing Obligatory the said Vancouge Row according to the form of the statute in such case made and provided saith that Afterwards to wit on the Eighth day of October in the year last mentioned at Madras aforesaid a further part of the said sum of thirty three thousand and Nine Company's Rupees to wit the sum of One

thousand Rupees being for the fifth installment payable by the said Condition became and was due and owing from the said Ushenuff al Mulk Bahauder to the said Vancouge Row and still is in Arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said Writing Obligatory the said Vancouge Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of November in the Year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Sixth Installment provided by the said Condition became and was due and owing from the said Ushenuff al Mulk Bahauder to the said Vancouge Row and still is in arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said Writing Obligatory the said Vancouge Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of December in the year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Seventh Installment provided by the said Condition became and was due and owing from the

said Usheruff ul Mulk Bahauder to the said Vancoyee Row
and still is in arrear and unpaid contrary to the form and
effect of the said Writing Obligatory and of the said Condition
to wit at Madras aforesaid and for assigning a further
breach of the said Condition of the said Writing Obligatory
the said Vancoyee Row according to the form of the
Statute in such case made and provided saith that
afterwards to wit on the Eighth day of January in the
Year One thousand Eight hundred and Eleven at Madras
aforesaid a further part of the said Sum of Thirty three
thousand and Nine Company's Rupees to wit the sum of One
thousand Rupees being for the Eighth Installment provided
by the said Condition became and was due and owing from
the said Usheruff ul Mulk Bahauder to the said Vancoyee
Row and still is in Arrear and unpaid Contrary to the
form and effect of the said Writing Obligatory and of the
said Condition thereof to wit at Madras aforesaid and
for assigning a further breach of the said Condition of the
said Writing Obligatory the said Vancoyee Row according to
the form of the Statute in such case made and provided
saith that afterwards to wit on the Eighth day of February
in the year last mentioned at Madras aforesaid a further
part of the said Sum of Thirty three thousand and Nine
Company's Rupees to wit the sum of One thousand Rupees
being for the Ninth installment provided by the said
Condition became and was due and owing from the
said Usheruff ul Mulk Bahauder to the said Vancoyee

No. 10

Row and still is in Arrear and unpaid contrary to the form
and Effect of the said Writing Obligatory and of the said
Condition thereof to wit at Madras aforesaid and for
Assigning a further breach of the said Condition of the said
Writing Obligatory the said Vaucoqee Row according to the
form of the Statute in such case made and provided Saith
that Afterwards to wit on the Eighth day of March in the year
last mentioned at Madras aforesaid a further part of the said
Sum of Thirty three thousand and Nine Company's Rupees
to wit the sum of One thousand Rupees being for the Tenth
installment provided by the said Condition became and was
due and owing from the said Asheruff ul Mulk Bahauder
to the said Vaucoqee Row and still is in arrear and
unpaid Contrary to the form and effect of the said Writing
Obligatory and of the said Condition thereof to wit at Madras
Aforesaid and for assigning a further breach of the said
Condition of the said Writing Obligatory the said Vaucoqee
Row according to the form of the Statute in such case made
and provided Saith that afterwards to wit on the Eighth
day of April in the Year last mentioned at Madras
aforesaid a further part of the said Sum of Thirty three
thousand and Nine Company's Rupees to wit the sum of One
thousand Rupees being for the Eleventh Installment provided
by the said Condition became and was due and owing from
the said Asheruff ul Mulk Bahauder to the said Vaucoqee
Row and still is in arrear and unpaid contrary to the
form and effect of the said Writing Obligatory and of the said

Condition

Condition thereof to wit at Madras aforesaid and for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vancogie Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of May in the Year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Twelfth installment provided by the said Condition became and was due and owing from the said Usheruff ul Mulk Bahander to the said Vancogee Row and still is in arrear and unpaid Contrary to the form and Effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said Writing Obligatory the said Vancogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of June in the year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and nine Company's Rupees to wit the sum One thousand Rupees being for the thirteenth installment provided by the said Condition became and was due and owing from the said Usheruff ul Mulk Bahander to the said Vancogee Row and still is in Arrear and unpaid Contrary to the form and Effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said Writing Obligatory the said Vancogee Row according to the form of the Statute

No 30

in such Case made and provided saith that afterwards to wit
on the Eighth day of July in the Year last mentioned at Madras
aforesaid a further part of the said Sum of Thirty three
thousand and Nine Company's Rupees to wit the sum of One
thousand Rupees being for the fourteenth installment provided
by the said Condition became and was due and owing from
the said Usheruff ul Mulk Bahauder to the said Vaucoge
Row and still is in Arrear and unpaid Contrary to the
form and effect of the said Writing Obligatory and of
the said Condition thereof to wit at Madras Aforesaid and
for assigning a further breach of the said Condition of the
said Writing Obligatory the said Vaucoje Row according
to the form of the Statute in such case made and provided
saith that afterwards to wit on the Eighth day of August
in the year last mentioned at Madras Aforesaid a further
part of the said Sum of Thirty three thousand and Nine
Company's Rupees to wit the sum of One thousand Rupees
being for the fifteenth installment provided by the said
Condition became and was due and owing from the
said Usheruff ul Mulk Bahauder to the said Vaucoge
Row and still is in Arrear and unpaid Contrary to the
form and effect of the said Writing Obligatory and of the
said Condition thereof to wit at Madras aforesaid
and for Assigning a further breach of the said Condition
of the said Writing Obligatory the said Vaucoge Row
according to the form of the Statute in such case made
and provided saith that afterwards to wit on the Eighth

day

day of September in the Year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Sixteenth instalment provided by the said Condition became and was due and owing from the said Usheruff Al Mulk Bahauder to the said Vaucogee Row and still is in Arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further Breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of October in the Year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Seventeenth instalment provided by the said Condition became and was due and owing from the said Usheruff Al Mulk Bahauder to the said Vaucogee Row and still is in Arrear and unpaid contrary to the form and effect of the said writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of November in the Year last mentioned at Madras aforesaid a further part of the said Thirty three thousand and Nine Co

Rupees to wit the sum of One thousand Rupees
Eighteenth installment provided by the said Condition
became and was due and owing from the said Ushruff
Ul Mulk Bahauder to the said Vaucogee Row and still is in
Arrear and unpaid Contrary to the form and effect of the
said writing Obligatory and of the said Condition thereof
to wit at Madras aforesaid and for Assigning a further
breach of the said Condition of the said Writing Obligatory
the said Vaucogee Row according to the form of the Statute
in such case made and provided saith that afterwards
to wit on the Eighth day of December in the Year last
mentioned at Madras aforesaid a further part of the said
Thirty three thousand and Nine Company's Rupees to wit
the sum of One thousand Rupees being for the Nineteenth
installment provided by the said Condition became and
was due and owing from the said Ushruff ul Mulk
Bahauder to the said Vaucogee Row and still is in
Arrear and unpaid Contrary to the form and effect of the
said Writing Obligatory and of the said Condition thereof
to wit at Madras aforesaid and for assigning a further
breach of the said Condition of the said Writing Obligatory
the said Vaucogee Row according to the form of the Statute
in such case made and provided saith that Afterwards to
wit on the Eighth day of January in the Year One thousand
Eight hundred and Twelve a further part of the said Thirty
three thousand and Nine Company's Rupees to wit the sum of
One thousand Rupees being for the Twentieth installment
provided by the said Condition became and was due

and owing from the said Asheruff Al Mulk Bahander to the said Vancoyee Row and still is in Arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for assigning a further breach of the said Condition of the said Writing Obligatory the said Vancoyee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of February in the year last mentioned at Madras aforesaid a further part of the said Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Twenty first installment provided by the said Condition became and was due and owing from the said Asheruff Al Mulk Bahander to the said Vancoyee Row and still is in arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras Aforesaid And for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vancoyee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of March in the Year last mentioned at Madras aforesaid a further part of the said sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Twenty Second installment provided by the said Condition became and was due and owing from the said Asheruff Al Mulk Bahander to the said Vancoyee Row and still is in

Arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras Aforesaid and for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucoge Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of April in the Year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and nine Company's Rupees to wit the sum of One thousand Rupees being for the twenty third installment provided by the said Condition became and was due and owing from the said Asheruff Ul Mulk Bahander to the said Vaucoge Row and still is in arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid for assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucoge Row according to the form of the Statute in such made and provided saith that Afterwards to wit on the Eighth day of May in the year last mentioned at Madras aforesaid a further part of the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the twenty fourth installment provided by the said Condition became and was due and owing from the said Asheruff ul Mulk Bahander to the said Vaucoge Row and still is in arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at

Madras

Madras aforesaid for assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of June in the Year last mentioned at Madras aforesaid a further part of the said sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Twenty fifth installment provided by the said Condition became and was due and owing from the said Ushenuff ul Mulk Bahander to the said Vaucogee Row and still is in Arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid for assigning a further Breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eight day of July in the Year last mentioned at Madras Aforesaid a further part of the said sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Twenty Sixth installment provided by the said Condition became and was due and owing from the said Ushenuff ul Mulk Behander to the said Vaucogee Row and still is in arrear and unpaid contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute

in such case made and provided saith that afterwards to
wit on the Eighth day of August in the Year last mentioned
at Madras aforesaid a further part of the said Sum of Thirty
three thousand and Nine Company's Rupees to wit the sum
of One thousand Rupees being for the twenty Seventh install-
=ment provided by the said Condition became and was due
and owing from the said Asheruff ul Mulk Bahander to
the said Vaucoge Row and still is in Arrear and unpaid
Contrary to the form and effect of the said Writing Obligatory
and of the said Condition thereof to wit at Madras aforesaid
and for assigning a further breach of the said Condition of
the said Writing Obligatory to the said Vaucoge Row
according to the form of the Statute in such case made and
provided saith that afterwards to wit on the Eighth day
of September in the year last mentioned at Madras
aforesaid a further part of the said sum of Thirty three
thousand and Nine Company's Rupees to wit the sum of One
thousand Rupees being for the Twenty Eighth instalment
provided by the said Condition became and was due and
owing from the said Asheruff ul Mulk Bahander to the said
Vaucoge Row and still is in arrear and unpaid Contrary to
the form and Effect of the said Writing Obligatory and of the
said Condition thereof to wit at Madras aforesaid and for
Assigning a further breach of the said Condition of the said
Writing Obligatory the said Vaucoge Row according to the
form of the Statute in such case made and provided saith
that afterwards to wit on the Eighth day of October in the
Year last mentioned at Madras aforesaid a further part of

the said Sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the Twenty Ninth installment provided by the said Condition became and was due and owing from the said Usheruff Al Mulk Bahauder to the said Vaucogee Row and still is in Arrear and unpaid Contrary to the form and Effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that afterwards to wit on the Eighth day of November in the year last mentioned at Madras aforesaid a further part of the said sum of Thirty three thousand and Nine Company's Rupees to wit the sum of One thousand Rupees being for the thirtieth installment provided by the said Condition became and was due and owing from the said Usheruff Al Mulk Bahauder to the said Vaucogee Row and still is in arrear and unpaid Contrary to the form and Effect of the said Writing Obligatory and of the said Condition thereof to wit at Madras aforesaid and for Assigning a further breach of the said Condition of the said Writing Obligatory the said Vaucogee Row according to the form of the Statute in such case made and provided saith that Afterwards to wit on the Eighth day of December in the year last mentioned at Madras aforesaid a further part of the said sum of Thirty three thousand and Nine

Second Form 1813.

Company's Rupees to wit the sum of One thousand Rupees being for the Thirty first installment provided by the said Condition became and was due and owing from the said Usheruff Al Mulk Bahander to the said Vaucoge Row and still is in Arrear and unpaid Contrary to the form and effect of the said Writing Obligatory and of the said Condition thereof whereof the said Usheruff Al Mulk Bahander afterwards to wit on the day and year last aforesaid at Madras aforesaid had notice - Whereby an Action hath Accrued to demand and have of and from the said Usheruff Al Mulk Bahander the said sum of Sixty Six thousand and Eighteen Rupees above demanded Yet the said Usheruff Al Mulk Bahander (although often Requested so to do) hath not as yet paid the said sum of Sixty Six thousand and Eighteen Rupees above demanded or any part thereof to the said Vaucoge Row but to pay the same or any part thereof hath hitherto wholly Neglected and Refused and Still Neglects and Refuses so to do to wit at Madras aforesaid to the damage of the said Vaucoge Row of Ten Star Pagodas and therefore he brings his suit &c.—

And afterwards that is to say on the Sixteenth day of February in the First Term of the Year One thousand Eight hundred and thirteen until which day the said Usheruff Al Mulk Bahander had leave to imparl to the said Plaint and then to Answer the same came as well the said Vaucoge Row by his said Attorney as the said Usheruff Al Mulk Bahander by his Attorney - and the said Usheruff

imparlance

Second Term 1813.

M. Mulk Behauder defends the wrong and injury when &c and Says that the said Writing Obligatory in the said Plaint mentioned is not his Deed and of this he puts himself upon the Court &c

Replication filed 17th February 1813 and Issue joined. — LS

And the said Vancoojee Row doth the like. —

Plaintiff non-suited

And now in this Second Term in the Year One thousand eight hundred and thirteen that is to say on the twenty third day of March One thousand eight hundred and thirteen to which day was given as well to the said Vancoojee as to the said Usheruff ul Mulk to inform the Court of the premises at which day come as well the said Vancoojee as the said Usheruff ul Mulk by their respective Attornies and the Justices of the said Court having heard the respective allegations of the parties proceeded to Consider thereof but before any Verdict was given by the said Court in the premises the said Vancoojee being solemnly called came not, nor doth he further prosecute his Plaint aforesaid against the said Usheruff ul Mulk. Therefore it is considered by the said Court here that the said Vancoojee taking nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c. And that the said Vancoojee do go thereof without day &c. And it is further Considered by the said Court here that the said Usheruff ul Mulk do recover against the said Vancoojee the sum of Three hundred and Eighty eight Pagodas and thirty fanams for his Costs and Charges by him laid out about his defence in this behalf by the said Court now here adjudged to the said Usheruff ul Mulk and with his Assent. And that the said Usheruff ul Mulk have execution

No. 19.

Judgment signed for the Defendant the 9th day of June 1813. — Shaw Dy Pr Sothe

Secon[illegible] 1813

thereof &c" —

and hereupon the said Vancoger Rose by —
Daniel Neale his attorney prays the Writ of our Lord the King
of Sure Facias to be directed to the Sheriff of Morris —
commanding him

Second Term 1813.

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 thirteen. ——

Madras to wit } I Caumasawmy Naickan puts in his place John Carruthers his attorney against Vencata-sawmy in a Plea of Trespass on the Case ——

Madras to wit } The said Vencatasawmy in his own proper person at the Suit of the said Caumasawmy Naickan in this Plea aforesaid ——

Madras to wit } Be it remembered that in this Vacation after this Third Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Caumasawmy Naickan by John Carruthers his attorney and brought into the Said Court then there his certain Plaint against the said Vencatasawmy 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 20

Second Sum 81c

Plaint in Assumpsit filed August 18th 1832. G.R.

Madras to wit. Ramasawmy Naicker by Jno Carruthers his Attorney Complains of Venealasawmy who is 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 &c. For that whereas the said Venealasawmy heretofore to wit on the Eleventh day of June in the present Year of Christ One thousand Eight hundred and Twelve aforesaid according to the Custom of such Hindoo Natives of India made his certain Note in writing in the Malabar Language purporting to be a Bond his proper hand being thereunto set and Subscribed and bearing date the same day and year aforesaid and then and there delivered the said Note in Writing to the said Ramasawmy - By which said Note in Writing the said Venealasawmy acknowledged and declared that he had on the day of the date thereof Borrowed of the said Ramasawmy the sum of Five hundred Pagodas and paid the same to Sanjeevy Naicker by means whereof and according to the Custom aforesaid of such Hindoos he the said Venealasawmy became liable to pay to the said Ramasawmy the said sum of Money in the said Note in writing specified when he the said Venealasawmy should be thereunto afterwards requested - And being so liable he the said Venealasawmy 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 said Sum of Money in the said Note in writing Specified when he the said Venealasawmy

Sould be thereunto afterwards Requested. And Whereas also the said Vencatasawmy afterwards to wit on the First day of August in the Year aforesaid at Madras aforesaid was indebted to the said Ramasawmy in other One thousand Star Pagodas of the lawful Current money of Madras aforesaid for so much Money by the said Ramasawmy before that time lent and advanced to the said Vencatasawmy and at his special instance and Request. and being so indebted he the said Vencatasawmy 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 Ramasawmy to pay him the said last mentioned Sum of Money when he the said Vencatasawmy should be thereunto afterwards Requested. And Whereas also the said Vencatasawmy afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Ramasawmy in the further sum of One thousand Star Pagodas of the like Lawful Current Money aforesaid for so much money by the said Ramasawmy before that time paid laid out and expended to and for the Use of the said Vencatasawmy at his like special instance and Request and being so indebted he the said Vencatasawmy 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 Ramasawmy to pay him the said last mentioned sum of Money when he the said Vencatasawmy should be thereunto afterwards Requested. And Whereas also the

said Venkatasawmy afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid was indebted to the
said Ramasawmy in the further sum of One thousand Star
Pagodas of the like lawful Current Money aforesaid for so
much money by the said Venkatasawmy before that time had
and received to and for the Use of the said Ramasawmy and
being so indebted he the said Venkatasawmy 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 Ramasawmy to pay him
the said last mentioned sum of Money when he the said
Venkatasawmy should be thereunto afterwards Requested.
And Whereas also the said Venkatasawmy afterwards to wit
on the same day and Year last aforesaid at Madras Aforesaid
was indebted to the said Ramasawmy in the further sum of
One thousand Star Pagodas of the like Current Money aforesaid
for so much money before that time and then due and payable
from the said Venkatasawmy to the said Ramasawmy for
interest upon and for the forbearance of divers large Sums of
Money before then lent and Advanced by the said Ramasawmy
to the said Venkatasawmy at his Special instance and Request
and by him the said Ramasawmy forborne to the said
Venkatasawmy for divers long spaces of time before then elapsed
at the like special instance and Request of the said Venkata=
=sawmy and also for other money before that time and then due
and payable from the said Venkatasawmy to the said Rauma=
=sawmy for Interest upon and for the forbearance of divers
the large Sums of money before then due and owing from

the said Venkatasawmy to the said Raumasawmy and by him the said Raumasawmy forborne to the said Venkatasawmy for divers long spaces of time before then elapsed at the like special instance and Request of the said Venkatasawmy and being so indebted he the said Venkatasawmy 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 Raumasawmy to pay him the said last mentioned sum of money when he the said Venkatasawmy should be thereunto afterwards Requested. And Whereas also the said Venkatasawmy afterwards to wit on the same day and year last mentioned at Madras aforesaid accounted with the said Raumasawmy of and concerning divers other sums of money from the said Venkatasawmy to the said Raumasawmy before that time due and owing and then in Arrear and unpaid and upon such accounting he the said Venkatasawmy was then and there found to be in Arrear and indebted to the said Raumasawmy in the further sum of One thousand Star Pagodas of the like lawful Money aforesaid and being so found in Arrear and indebted he the said Venkatasawmy 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 Raumasawmy to pay him the said last mentioned sum of Money when he the said Venkatasawmy should be thereunto afterwards Requested yet the said Venkatasawmy not Regarding

his said Several promises and undertakings so by him
made in this behalf as aforesaid but craftily and fraudulently
intending craftily and Subtilly to Deceive and defraud the said
Ramasawmy 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 Ramasawmy he
the said Venkatasawmy hath hitherto wholly Refused and still
doth refuse to the damage of the said Ramasawmy of One
thousand Star Pagodas and therefore he brings his suit &c.

Trial Exparte

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in the Second Term in the year of Christ One
thousand Eight hundred and Thirteen that is to say on the
Sixth day of April until which day was given as well to
the said Ramasawmy as to the said Venkatasawmy to
inform the Court of the premises comes the said Ramasawmy
by his Attorney aforesaid and the said Venkatasawmy although
solemnly called came not but made default and the
Justices of this Court having heard the allegations of the
party Plaintiff and Examined the truth thereof and duly
Considered the Evidence produced on the part of the said
Plaintiff say that the said Venkatasawmy did undertake
and promise in manner and form as the said
Ramasawmy hath above in that behalf alledged against
him - And they assess the damages of the said Ramasawmy
on occasion of the not performing the several promises and
Undertakings above mentioned over and above his Costs
and Charges by him about this suit in this behalf
expended

Judgment signed for the Plaintiff the twenty fifth day of June 1853 Shaw Dy Prothy.

ppd to Five hundred and forty Six Pagodas and Forty One Fanams and for thos Costs and Charges to Two hundred and fifty One Pagodas and Twelve fanams- Therefore it is Considered that the said Ramasawmy do Recover against the said Venkatasawmy his said damages Costs and Charges in form aforesaid Apsed which damages Costs and Charges in the whole amount to Seven hundred and Ninety Seven Pagodas and thirty three fanams- And the said Venkatasawmy in mercy

Mercy

and hereupon the said Ramasawmy Naicker by John Carruthers his Attorney prays the writs of our Lord the King of Tien 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 Venkatasawmy within the jurisdictions of this Court by Seizure and if it be necessary by Sale thereof the Sum of Seven hundreds and ninety Seven Pagodas and thirty three fanams which the said Ramasawmy Naickar recovered against the said Venkata- sawmy for damages which he hath sustained

No 20.

1643

Impressed Red

Seal in

Sec 8

Second Form 113

Sustain [illegible] by occasion of the non
performance of certain promises and under-
=takings lately made by the said Vincata-
=sawmy to the said Ramasawmy Naicker
as for costs and charges by him about
his Suit in that behalf expended and
Writ of Fieri Facias issued against the Defendant Goods on the 25th day of June 1813.
it is granted unto him returnable here on the Twenty Sixth day of July next —

Second Term 1813.

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 Thirteen ——

Madras to wit } Paulore Vencanna Chitty puts in his place James Morris his attorney against Raumunandapooram Tanker Singoo in a Plea of Trespass on the case ——

Madras to wit — } The said Tanker Singoo puts in his place Gilbert Ricketts his attorney at the suit of the said Paulore Vencanna Chitty 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 Thirteen before the Supreme Court of judicature at Madras came Paulore Vencanna Chitty by James Morris his Attorney and brought into the said Court then there his certain Plaint against the said Raumunandapooram Tanker Singoo in a Plea of Trespass on the Case and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Second Form 1813

Plaintiff Assumpsit filed 26th March 1812. S.

Madras } Pankoe Vencanna Chitty by James Morris
his Attorney Complains of Raumanauda Pooran Sauker Singoo —
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 Thirdday of January in the
Year of Christ One thousand Eight hundred and nine at —
Madras the said Sauker Singoo according to the Custom of such
Hindoos made his certain Note in Writing in the Gentoo
Language his proper hand being thereto subscribed bearing
date the day and year aforesaid and then and there
delivered the same Note to the said Vencanna By which
said Note the said Sauker Singoo acknowledged that he had
borrowed and received of the said Vencanna the sum of
One thousand and Three hundred Port Nova Pagodas and
engaged to Repay the same sum in the space of Two Months with
interest at the Rate of Nine Port Nova Pagodas per cent per
Annum By means whereof and according to the Custom aforesaid
of such Hindoos the said Sauker Singoo became liable to —
pay to the said Vencanna the said sum of Money in the said
Note Specified with such interest as aforesaid according to —
the tenor and effect of the said Note. And being so liable
the said Sauker Singoo in Consideration thereof afterwards
to wit on the day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised the —
said Vencanna to pay him the said sum of Money in
the said Note Specified with such interest as aforesaid —

And Whereas the said Dauker Singoo 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 Vencanna in the sum of Two thousand Star Pagodas of the Current Money of Madras for money by the said Vencanna before that time lent and advanced to the said Dauker Singoo and at his special instance and request and being so indebted he the said Dauker Singoo 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 Vencanna to pay him the said last mentioned sum of money when he the said Dauker Singoo should be thereto Afterwards requested - And Whereas the said Dauker Singoo afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Vencanna in the further sum of two thousand Star Pagodas of like Current money of Madras for money by the said Vencanna before that time laid out expended and paid for the said Dauker Singoo and at his like special instance and request and being so indebted the said Dauker Singoo 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 Vencanna to pay him the said last mentioned sum of money when he the said Dauker Singoo should be thereto afterwards requested - And Whereas also the said Dau[illegible]

on the same day and year last aforesaid at Madras aforesaid was indebted to the said Veneanna in the further sum of Two thousand Star Pagodas of like Current money of Madras for money by the said Tanker Singoo before that time had and received to the Use of the said Veneanna and being so indebted the said Tanker Singoo 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 Veneanna to pay him the said last mentioned sum of Money when he the said Tanker Singoo should be thereto afterwards requested And Whereas the said Tanker Singoo afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Veneanna of and concerning divers other sums of Money before that time due and owing from the said Tanker Singoo to the said Veneanna and then being in Arrear and unpaid upon which accounting the said Tanker Singoo was then and there found to be in Arrear and indebted to the said Veneanna 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 Tanker Singoo 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 Veneanna to pay him the said last mentioned sum of money when he the said Tanker Singoo should be thereto afterwards requested Yet the said Tanker Singoo not regarding his said several promises

Second Term 1812.

aforesaid have but contriving & fraudulently intending craftily and subtilly to deceive and defraud the said Veneanna (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 Veneanna although so to do the said Tanker Singoo was Requested by the said Veneanna 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 Veneanna the said Tanker Singoo hath hitherto wholly refused and still doth refuse To the damage of the said Veneanna of Two thousand Star Pagodas and therefore he brings his suit &c.

And afterwards that is to say on the Twenty Second day of May in the Vacation after the same Second Term of the said Year One thousand Eight hundred and twelve until which day the said Raumanandapooram Tanker Singoo had leave to impart to the said Plaint and then to Answer the same came as well the said Paulore Veneanna Chitty by his said Attorney as the said Raumanandapooram Tanker Singoo by his said Attorney, and the said Paulore Veneanna Chitty defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Veneanna hath above thereof complained against him and of this he puts himself upon the Court.

imparlance

Plea filed 22nd May 1812 J.S.

And the said Veneannah doth the like.

Replication filed 26 June 1812 and issue joined.

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

Second Term 1813.

in Assumpsit

which day being the fourteenth day of September in this Term come the said Vencanna and also the said Tauker Singoo 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 Tauker Singoo did undertake and promise in manner and form as the said Vencanna hath above thereof complained against him and that the said Vencan. hath sustained damage by occasion of the Non-performance by the said Tauker Singoo of his several promises and Undertakings in the Plaint mentioned to the sum of One thousand and Ninety Pagodas Seventeen fanams and three Cash over and besides his Costs and Charges by him about his suit in this behalf expended. —

It is therefore considered and Adjudged that the said Vencanna recover against the said Tauker Singoo his damages aforesaid to the said sum of One thousand and Ninety Pagodas Seventeen fanams and three Cash and that the said Tauker Singoo pay to the said Vencanna for his said Costs and Charges the sum of One hundred and forty two Pagodas and One fanam which damages Costs and Charges amount to One thousand two hundred and thirty two Pagodas Eighteen fanams and three Cash and the said Tauker Singoo in Mercy &c. —

Judgment signed for the Plaintiff the 29th day of June 1813. J Shaw Dy Prothy.

Afterwards on the Fourth day of July as of the Second Term in the Year (1817) One thousand Eight hundred and Seventeen

Mercy.

Judgment on Scire facias filed 24th September 1817.

Second Term 1813.

Lord in the Words to wit George the Third by the Grace of
" God of the United Kingdom of Great Britain and Ireland King
" Defender of the faith &c. To the Sheriff of Madras Greeting —
" Whereas Paulore Vencanna Chitty lately in our Supreme Court
" of Judicature at Madras before the Justices and by the
" Judgment of the same Court recovered against Raumanau-
=dapooram Pauker Singoo the sum of One thousand Two —
" hundred and thirty two Pagodas Eighteen fanams and three
" Cash for the damages which he the said Paulore Vencanna
" Chitty had sustained as well on occasion of not performing
" certain promises and Undertakings then lately made by the
" said Raumanandapooram Pauker Singoo to the said —
" Paulore Vencanna Chitty as for the Costs and Charges of
" the said Paulore Vencanna Chitty by him about his suit in
" that behalf expended whereof the said Raumanandapooram
" Pauker Singoo is convicted as Appears to us of Record —
" And now on behalf of the said Paulore Vencanna Chitty in
" our said Court before our said Justices We have been
" informed that although Judgment be thereupon given yet
" execution of the damages aforesaid still Remains to be made
" to him wherefore the said Paulore Vencana Chitty hath
" humbly besought us to provide him a proper Remedy in this
" behalf! And we being willing that what is just in this
behalf should be done, Command you that by honest and
lawful men of your bailwick you make Known to the said
Raumanandapooram Pauker Singoo that he be before our
said Justices at Madras aforesaid on the

Recd 20th 1833

day of May now next coming to shew if he has or knows of
any thing to say for himself why the said Paulore Veeranna
Chitty ought not to have his execution against him the said
Raumanaudapooram Tanker Singoo of the damages aforesaid
according to the force form and Effect of the said Recovery if
it shall seem expedient for the said Paulore Veeranna
Chitty so to do and further to do and Receive what our
said Court before our said Justices shall then and there
consider in this behalf and have there then the Name of this Writ
by whom you shall so make known to the said Raumanau-
=dapooram Tanker Singoo. and this Writ. Witness Sir John
Henry Newbolt, Knight Chief Justice at Madras aforesaid
the twenty Second day of April in the Year of our Lord (1817)
One thousand Eight hundred and Seventeen"

At which day came the said Veeranna by James
Morris his Attorney and offered himself against the said Tanker
Singoo in the Plea aforesaid. and the Sheriff (to wit) William
Brown Esqre. Sheriff of Madras aforesaid returned that by
Virtue of the said Writ he had Caused Notice to be given
to the said Tanker Singoo that he should be and Appear
before this Court at the time Specified in the said Writ
as by the same Writ the said Sheriff was commanded.
And forasmuch as the said Tanker Singoo although
Summoned as aforesaid and duly Required hath not hitherto
Appeared nor shewn any Cause in the premises. It is Considered that the
said Veeranna have his execution against the said Tanker Singoo of the
damages aforesaid according to the force form and Effect of the said

Second Term 1855

Second Sess 813

Coram Sir 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 Thirteen ——

Madras ff William Harrington Henry Burnaby
and Henry Hawes Harrington put in their plea
by Robert Orme their attorney against Amenjacary Echoo Moo-
dellia in a Plea of Debt.

Madras ff The said Amenjacary Echoo Moodelliar puts in his
place William Light his attorney at the suit of the said
William Harrington Henry Burnaby and Henry Hawes
Harrington in this Plea aforesaid. ——

Madras ff 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 William Harrington
Henry Burnaby and Henry Hawes Harrington
by Robert Orme his attorney and brought into the
said Court their their Plaint against the said
Amenjecery Echoo Moodelliar in a Plea of Debt
and there are Pledges for the prosecution to wit John
Doe and Richard Roe which said Plaint is
follows in these words that is to say: ——

Madras

Second Term 1813.

Plaint in Debt } Madras ss William Harington, Henry Burnaby and Henry
filed 8th May 1812 } Hawes Harington by Robert Orme their Attorney complain of
Amunjucarry Echoo Moodelliar being an Hindoo Inhabitant of
Madras and as such subject to the Jurisdiction of this
Honble Court of a Plea that he render to them the said
William, Henry and Henry Hawes Six thousand Star pagodas
of the Current money of Madras which he owes to and
unjustly detains from them. For that Whereas the said
Amunjucarry Echoo Moodelliar heretofore to wit on the sixth
day of August in the year One thousand eight hundred and
seven at Madras aforesaid by his Certain writing obligatory
sealed with the Seal of the said Amunjucarry Echoo Moodelliar
and to the Court here now shewn the date whereof is the
day and year aforesaid acknowledged himself to be then
and there held and firmly bound unto the said William
Henry and Henry Hawes by their Copartnership name
and firm of Messieurs Harington and Company in the
penal sum of Six thousand Star Pagodas to be paid to be
paid to the said William Henry and Henry Hawes when he
the said Amunjucarry Echoo Moodelliar should be thereunto
afterwards Requested. Yet the said Amunjucarry Echoo
Moodelliar (altho often Requested &c) hath not paid the
said Sum of Six thousand Star Pagodas above demanded
or any part thereof to the said William, Henry and Henry
Hawes. But to pay the same or any part thereof to the said
William Henry and Henry Hawes he the said Amunjucarry
Echoo Moodelliar hath hitherto

Second Term 1813.

Refuse- To the said William, Henry and Henry Stawes their damage
of Fifty Pagodas and therefore they
And Afterwards that is to say on the Eighteenth day
of September in the Fourth Term of the year One thousand Eight
hundred and Twelve until which day the said Amunjecary
imparlance Echoo Moodeliar had leave to impark to the said Plaint and
then to Answer the same came as well the said William
Starington, Henry Burnaby and Henry Stawes Starington by
their said Attorney as the said Amunjecary Echoo Moodeliar
by his said Attorney, and the said Amunjecary Echoo
Plea filed 18th September 1812 S.S. Moodeliar defends the Wrong and injury when &c. and Says
that the said Writing Obligatory in the said Plaint mentioned
is not his deed and of this he puts himself upon the Court-
&c.-
And the said William Starington, Henry Burnaby and
issue joined. Henry Stawes Starington do the like.-
And now in this Second Term in the Year One thousand
Judgment for the Plaintiff on a Verdict in Debt Eight hundred and Thirteen that is to say on the twenty Seventh
day of March to which day was given as well to the said
William, Henry, and Henry Stawes, as to the said Amunje-
-cary Echoo Moodeliar to inform the Court of the Premises
at which day came the parties aforesaid by their said
Attornies and the Justices of the said Court having heard
the respective Allegations of the parties and examined the
truth thereof and duly and deliberately considered the
Evidence on both sides say that the said Writing Obligatory

Second Term 1813.

Amunjueary Etchoo Moodeliar as the said William, Henry, and Henry Hawes, have in their said Plaint in that behalf therein Alledged - Therefore it is considered that the said William, Henry and Henry Hawes do Recover against the said Amunjueary Etchoo Moodeliar their said debt and also one hundred and thirty two Star Pagodas and three fanams, for their Costs and Charges by the said Court now here adjudged to the said William Henry, and Henry Hawes, with their Assent, and the said Amunjueary Etchoo Moodeliar in Mercy Vizt

Judgment record for the Plaintiffs the 13th day of July 1813.

Mercy

Second Book 1833

Second Term 1813

Held before the Noble 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 Thirteen. ——

Madras to wit

Veerasawmy Moodelliar puts in his place James Disney and John Shaw his attorneys against Soodary Ramasawmy Naick in a Plea of Debt. —

Madras to wit

The said Soodary Ramasawmy Naick in his own proper person at the Suit of the said Veerasawmy 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 hundred and Twelve before the Supreme Court of Judicature at Madras came Veerasawmy Moodelliar by James Disney and John Shaw his attorneys and brought into the said Court then there his certain Plaint against the said Soodary Ramasawmy 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 1813.

Plaint in Debt. Madras to wit Veerasawmy Woodliar by Downes Penny
filed 13th March and John Shaw his Attornies Complains of Soodary Ramasawmy
1812. J.S. Naick who is a Hindoo Inhabitant of Madras and as such
liable to the Jurisdiction of this Honorable Court of a plea
that he Render to him the said Veerasawmy One thousand
and Two hundred Star pagodas, which he the said Ramasawmy
owes to and unjustly detains from him. For that whereas
the said Ramasawmy heretofore to wit on the first day of
October in the Year One thousand eight hundred and Nine
at Madras aforesaid by his certain writing Obligatory
sealed with the Seal of the said Ramasawmy and to the
Court here now shewn the date whereof is on the day and
Year aforesaid acknowledged himself to be held and firmly
bound unto the said Veerasawmy in the said Sum of One
thousand and Two hundred Star pagodas above demanded
to be paid to the said Veerasawmy when he the said
Ramasawmy should be thereunto Afterwards Requested. Yet the
said Ramasawmy (although often Requested) hath not yet paid
the said sum of One thousand Two hundred Star pagodas
above demanded or any part thereof to the said Veerasawmy
but to pay the same or any part thereof he the said Rama-
-sawmy hath hitherto wholly Refused and Still Refuses so to
do. To the damage of the said Veerasawmy of One hundred
Star pagodas and therefore he brings his suit &c.

Tried Ex parte Judgment for the Plaintiff on a Verdict

And afterwards in the First Term of the said Year
One thousand eight hundred and Thirteen. That is to say on

as well to the said Veerasawmy as to the said Ramasawmy
to inform the Court of the premises come before the Court the
said Veerasawmy by his Attorney aforesaid and the said
Ramasawmy although solemnly demanded came not to
Answer nor did he say any thing in bar or preclusion of the
said Action of the said Veerasawmy whereby the said Veera=
=sawmy Remains therein undefended against the said
Ramasawmy- And afterwards to wit on the Twentieth day of
February in this same Term the Justices of the said Court
having heard the Allegations of the said Veerasawmy and
examined the truth thereof and duly Considered the evidence
produced on the part of the said Veerasawmy in support of
his said Allegations say that the said Writing Obligatory
in the said Plaint mentioned is the deed of the said
Ramasawmy in manner and form as the said Veerasawmy
hath in his said Plaint in that behalf therein alledged
Therefore it is considered that the said Veerasawmy do
Recover against the said Ramasawmy his said debt and
also One hundred and fifty five Pagodas and thirty One
Fanams for his damages which he hath sustained as
well on Occasion of the detention of the said debt as
for his Costs and Charges by him about his Suit in
this behalf expended by the Court now here adjudged
to the said Veerasawmy and with his Assent and the
said Ramasawmy in Mercy &c.

Judgment signed for the Plaintiff the 13th day of July 1813- Shaw
Dy Pothr

Mercy

And thereupon the

Second Term 1813.

Veerasawmy Modellier by James 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 Sooddary Ramasawmy
Nauck to Satisfy the said Veerasawmy Modellier
of one thousand and two hundred Pagodas
for Debt which the said Veerasawmy Modellier
recovered against the said Sooddary Ramasawmy
Nauck and also one hundred and fifty four
Pagodas and thirty one fanams agreed to the said
Veerasawmy Modellier 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 thirteenth day of August Next ——

Writ of Capias ad Satisfaciendum issued on the 13th day of July 1813. ——

Second Term 1813

Plea before the Honble Sir Thomas
Andrew Ogle Knight Chief Justice
The Honble Sir Francis Macnaghten
Knight and the Honble Sir John Henry
Newbolt Knight Puisne Justices of the
Supreme Court of Judicature at Madras
of the Second Term in the year One
thousand eight hundred and Thirteen

Fort St George
Madras to
Wit

James Waddel puts in his place William Light
his attorney against Robert William Bruce in a plea
of Debt. ——

Fort St George
Madras to
Wit ——

The said Robert William Bruce puts in his
place Daniel Neale 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 this after the Second
Term in the year of our Lord One thousand eight
hundred and Thirteen 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 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 ——

Fort St George

Second Term 1813

Plaint in Debt
filed 15th June
1813. J.S.

Fort St George to wit James Waddel by William
Light his Attorney Complains of Robert William Bruce being a
British Inhabitant of Madras, and as such person subject to the
Jurisdiction of this Honorable Court of a Plea that he the said
Robert William Bruce do render unto him the said James
Waddel the sum of Twelve thousand Seven hundred and forty
Nine star Pagodas and forty fanams which he owes to and
unjustly detain from him the said James Waddel- For that
Whereas the said Robert William Bruce 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
Robert William Bruce 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 in the said sum of Twelve thousand Seven hundred
and forty Nine star Pagodas and forty fanams to be
paid to the said James Waddel when he the said Robert
William Bruce should be thereunto afterwards Requested,
yet the said Robert William Bruce although often
Requested to pay the same hath not yet paid the said
sum of Twelve thousand Seven hundred and Forty Nine
Star pagodas and forty fanams above demanded or any
part thereof to the said James Waddel but to pay
the same or any part thereof he the said Robert
William Bruce hath hitherto wholly Refused and still

Second Term 1813

Judgment by Confession on a Warrant of Attorney

of Twenty Star Pagodas and [illegible] his suit &c.—
And the said Robert William Bruce by Daniel Neale
his Attorney comes and defends the Wrongs and Injury when
&c. and says that he cannot deny the said Action of the said
James Waddel, nor but that the said Bond in the said
Plaint mentioned is the deed of the said Robert William
Bruce. Nor but that he the said Robert William Bruce
owes to and detains from the said James Waddel the said
twelve thousand Seven hundred and forty nine Star pagodas
and forty fanams 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 the said Robert William Bruce his said
Debt and also Sixty six pagodas and twenty two fanams
for his damages which he hath sustained aswell 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 Agent and the said Robert William
Bruce in Mercy &c. —

Neale Def[endan]t

Judgment signed for the Plaintiff the 14th day of July 1813.
J Shaw Dep[ut]y Prothy

Mercy

and hereupon the said James Waddel by William Light his attorney prays the writ of our Lord the King of Fire Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Goods

Lands

Second Term 1813

Lands Debts and other Effects real and personal

of Robert William Bruce within the Jurisdiction

of this Court by Seizure and if to be necessary

by Sale thereof the Sum of Twelve thousand Seven

hundred and forty nine Star Pagodas and forty fanams

for Debt which he the said James Waddel

recovered against the said Robert William Bruce

and also Sixty Six Pagodas and twenty two

fanams adjudged to the said James Waddel

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 ——

Writ of Fieri Facias issued against the property of the Defendt on the 14. day of July 1813 —

And it is granted unto him returnable here

on the Eleventh day of August Next —

Third Term 1813.

Present The Hon'ble Sir Thomas Andrew Ogle 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 Thirteen ——

Madras to wit. — Paneyore Linga Pauliappa Moodelliar puts in his place William Light his Attorney against Nangore Pattauny Eberauky Ninah Marecaayer in a Plea of Trespass on the Case ——

Madras to wit. — The said Nangore Pattauny Eberauky Ninah Marecaayer in his own proper person at the Suit of the said Paneyore Linga Pauliappa Moodelliar in this Plea aforesaid ——

Madras to wit. — 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 Paneyore Linga Pauliappa Moodelliar by William Light his Attorney and brought into the said Court then there his certain plaint against the said Nangore Pattauny Eberauky Ninah Marecaayer in a Plea of Trespass on the Case and then are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

1813

Regiment Roll

3. of Jun

& N. 9

Third Term 1813 —

Plaints issue Attachd Filed 7th Jan.y 1813 — J. S.

Fort St. George — Scilicet to Wit — Pa.

Nayore Linga Pauliappa [illegible] Light — of his Attorney Complains of Naugore Pattany Ebrauky Ninah Maricayer 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 Naugore Pauttauny Ebrauky Ninah Mauricauyer heretofore to wit on the Twenty fifth day of January in the year of Our Lord One thousand eight hundred and Twelve by a certain Bond in writing in the Malabar Language according to the Customs of such Natives the date whereof is on the day and year aforesaid at Madras aforesaid Acknowledged to have borrowed and received of the said Paneyore Linga Pauliappa Mordelliar the Sum of Two hundred and fifty Star Pagodas of the Current Money of Madras aforesaid which said Sum of money he the said Naugore Pattauny Ebrauky Ninah Maricayer thereby engages to repay the said Paneyore Linga Pauliappa Moodelliar on or before the thirtieth day of May then next ensuing with all such interest as shall or may become due thereon at the rate of Twelve per Cent per Annum and then and there delivered the said Bond to the said Paneyore Linga Pauliappa Mordelliar whereby and by force of the Customs and laws of such Natives the said Naugore Pattauny Ebrauky Ninah Maricayer became liable to pay to the said Paneyore Linga Pauliappa Mordelliar the said Sum of Money in the

said

Fourth Term 1813

and [illegible] according to the tenor and effect
thereof and [illegible] unto the said Nangore Pattanny
[illegible] Maricanayer 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 Paneyore Linga Pandiappa Mordelliar
to pay to him the said Sum of Money in the said
Bond mentioned according to the tenor and effect thereof.
And whereas also the said Nangore Pattanny Ebranky
Ninah Maricanayer heretofore to wit on the Twenty first
day of February in the year of our Lord One thousand
eight hundred and Twelve by a certain other writing
in the Malabar Language According to the Custom of
such Natives the date whereof is on the day and year
last aforesaid at Madras aforesaid Acknowledged to
have borrowed and received of the said Paneyore Linga
Pandiappa Mordelliar the Sum of Seventy five Star
Pagodas of the like lawful current Money of Madras
aforesaid and then and there delivered the said Writing
whereby and by force of the Customs and Laws of
such Natives the said Nangore Pattanny Ebranky
Ninah Maricanayer became liable to pay to the said
Paneyore Linga Pandiappa Mordelliar the said Sum
of Money last mentioned in the said last mentioned
writing according to the tenor and effect thereof
and being so liable he the said Nangore Pattanny
Ebranky Ninah Maricanayer in consideration thereof

Aforesaid at Madras aforesaid
there faithfully promised the said Pareyore Pandiapa Mooddliar to pay to him the said sum of Money
last mentioned on the said last mentioned writing according
-ing to the tenor and effect thereof And whereas the said
Saugore Pattamy Ekvarsky Ninah Maricamyer afterwards
to wit on the Twenty first day of December in the year One
thousand eight hundred and Twelve at Madras aforesaid
was indebted to the said Pareyore Singa Pandiappa
Mooddliar in other Sworn hundred Star Pagoods of the
Current Money of Madras aforesaid for so much money
by the said Saugore Pattamy Ekvarsky Ninah Mari-
-camyer before that time had and received to and
for the use of the said Pareyore Singa Pandiappa
Mooddliar and being so indebted he the said Saugore
Pattamy Ekvarsky Ninah Maricamyer 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 Pareyore
Singa Pandiappa Mooddliar to pay him the said
last mentioned Sum of Money when he the said
Saugore Pattamy Ekvarsky Ninah Maricamyer should
be thereto afterwards requested And whereas also the
said Saugore Pattamy Ekvarsky Ninah Maricamyer
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid was indebted to the

Said Paneyore Singa Pardeppa Moodelliar in other Seven hundred Star Pagodas of like Current money of Madras aforesaid for so much money by the said Paneyore Singa Pardeppa Moodelliar before that time lent and advanced to the said Nangore Pattauny Elevanky Ninah Maricamyen at his special instance and request and being so indebted he the said Nangore Pattauny Elevanky Maricamyen 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 Paneyore Singa Pardeppa Moodeliar to pay him the said last mentioned Sum of money when he the said Nangore Pattauny Elevanky Ninah Maricamyen should be thereto afterwards requested And whereas also the said Nangore Pattauny Elevanky Ninah Maricamyen afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Paneyore Singa Pardeppa Moodeliar in other Seven hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money before that time paid laid out and expended to and for the use of the said Nangore Pattauny Elevanky Ninah Maricamyen at his special instance and request and being so indebted he the said Nangore Pattauny Elevanky Ninah Maricamyen in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras

Trade Term 1813.

undertook and [illegible] faithfully promised
the said Paneyere Linga
him the said Last mentioned sum of money when he
the said Naugore Pattanay Ebranky Ismah Marecayer
should be thereto afterwards requested And whereas
also the said Naugore Pattanay Ebranky Ismah
Maricayer afterwards to wit on the same day and
year last aforesaid at Madras aforesaid accounted
with the said Paneyere Linga Pauliappa Moodelliar
of and concerning divers other sums of money then due
and owing from the said Naugore Pattanay Ebranky
Ismah Maricayer to the said Paneyere Linga Pauliappa
Moodelliar and then being in arrear and unpaid upon
that account he the said Naugore Pattanay Ebranky
Ismah Maricayer was then and there found to be in
arrear and indebted to the said Paneyere Linga
Pauliappa Moodelliar in other seven hundred Star Pagodas
of like Current money of Madras aforesaid and being
so indebted he the said Naugore Pattanay Ebranky
Ismah 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 Paneyere Linga Pauliappa Moodelliar
to pay him the said last mentioned sum of money when
he the said Naugore Pauttanay Ebranky Ismah Maricayer
should be thereto afterwards requested Yet the said
Naugore Pattanay Ebranky Ismah Maricayer not

regarding

regarding the said several promises and undertakings
to be kept & performed and from afterwards made but
contriving fraudulently intending craftily and subtilly
to deceive and defraud the said Paneyere Singa
Paulcappa Mooddeliar in this behalf hath not yet
paid the said several sums of Money or any part
thereof to the said Paneyere Singa Paulcappa
Mooddeliar although often requested so to do but to
pay the same or any parte thereof he the said Nagore
Pattauny Ebramby Ninahe Marecayen hath hitherto
wholly refused and still doth refuse to the damage
of the said Paneyere Singa Paulcappa Mooddeliar
of Seven Hundred Star Pagodas and therefore he
brings his Suit &c.

Cognovit filed 1st Feby. 1813. J.S.

And the said Nagore Pattauny
Ebramby Ninahe Marecayen by Robert Waller
Poe his Attorney comes and defends the wrong and
injury when &c and says that he cannot deny the
Acton of the said Paneyere Singapaulcappa Mooddeliar
but that he the said Nagore Pattauny Ebramby
Ninahe Marecayen did undertake and promise in
manner and form as the said Paneyere Singapaulcappa
Mooddeliar hath above thereof complained against him
and that the said Paneyere Singapaulcappa
Mooddeliar hath sustained damages on occasion of
the not performing the said several promises and
undertakings in the declaration mentioned in this

Judgment by Confession -

of Three Hundred and twenty four Star Pagodas and fifteen fanams as by the said Declaration is above supposed and hereupon the said Paneyore Lingapaulcappa Mordelliar pray'd judgment and his Damages to be acknowledged together with his Costs and Charges by him above in this behalf expended to be adjudged to him &c. Therefore it is Considered that the said Paneyore Lingapaulcappa Mordeliar do recover against the said Nagore Pattamy Ebrauky Ninah Maricanayer his damages aforesaid of three hundred and twenty four Star Pagodas and fifteen fanams in form aforesaid acknowledged and also one Hundred and forty Eight Star Pagodas and four fanams for his Costs and charges by the Court now here adjudged to the said Paneyore Lingapaulcappa Mordeliar and with his assent which said Damages Costs and Charges in the whole Amount to four Hundred and Seventy two Star Pagodas and Nineteen fanams and the said Nagore Pattamy Ebrauky Ninah Maricanayer in mercy &c. ——

Judgment Pgnd for the plaintiff the 21st day of July 1813—
J. Shaw
Dy Prothz

Mercy

And hereupon the said Paneyore Linga Paulcappa Mordeliar by William Light his attorney prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Goods, Lands, Debts and other Effects real and

Third Term 1813.

and premises of the said Naugore Pauttanny
Elvanky Ninah Marecayer within the jurisdiction
of this Court by Seizure and if it be necessary
by Sale thereof the Sum of Four hundred and
Seventy two Pagodas and nineteen Fanams
which the said Paneyore Linga Pauliappa Moodelliar
recovered against the said Naugore Pattanny
Elvanky Ninah Marecayer for Damages
which he hath sustained as well on occasion
of the non performance of certain promises and
undertakings lately made by the said Naugore
Pattanny Elvanky Ninah Marecayer to the
said Paneyore Linga Pauliappa Moodelliar
as for Costs and Charges by him about his
Suit in that behalf expended — And it is
Writ of Fieri Facias Issued against the Defendts goods on the 21st day of July 1813.
granted unto him returnable here on the
Twenty first day of August next

Madras to Wit

Madras to Wit

Madras to Wit

Fleet Term 1813. —

Madras to wit — John Hunter George
Hay and Addam Simpson by Daniel Neale
their Attorney Complain of Mootoosawmy Pillay being an
Inhabitants of Madras and as Such Subject to the juris-
-diction of this Honorable Court For that whereas heretofore
to wit on the Twentieth day of March in the year
of our Lord One thousand eight hundred and Twelve
at a certain place dependant upon the Government of
Madras (that is to say) at Cuddalore (to wit) at Madras
one Sundapah Moodeliar according to the usage and
Custom of Merchants from time immemorial used and
approved of made and drew his certain bills of Exchange
bearing date the day and year aforesaid and there
and there directed the said bill of Exchange to the
said Mootoosawmy (by the name and Addition of
R. R. Mootoosawmy Pillay Pondicherry) By which said
bill of Exchange the said Sundapah Moodeliar re-
-quested the said Mootoosawmy at Three Months after
Sight to pay one J. Haskewood (by the name and
addition of Lieut. Col. J. Haskewood) or order the
Sum of Five hundred and Sixty Star Pagodas
Value received and to place the same to the Credit
of the printed Bond of him the Said Mootoosawmy
of One thousand Pagodas without further advice from
the said Sundapah Moodeliar and the said Sunda-
-pah Moodeliar then and there delivered the Pi

Fourth Term 1812—

bills of Exchange
bill of Exchange the said Master of aforesaid
wit on the Twenty first day of March in the Year
One thousand eight hundreds and Twelve aforesaid
at Madras aforesaid upon sights thereof accepted according
to the said usage and Customs of Merchants and the
said J. Eastwood to whom or to whose order the said
Sum of Five hundred and Sixty Star Pagodas in the
said bill of Exchange specified was by the said
bill of Exchange appointed to be paid after the making
of the said bill of Exchange and before the payment of
the said last mentioned Sum of money therein specified
(to wit) on the day and year last aforesaid at Madras
aforesaid indorsed the said bill of Exchange his
proper hand being to such indorsement Subscribed
according to the said usage and Customs of Merchants
and by that indorsement ordered and appointed
the said Sum of Five hundred and Sixty Star
Pagodas in the said bill of Exchange Specified to
be paid to the said John George and William and
the said J. Eastwood there and there delivered the
said bill of Exchange so indorsed as aforesaid to
the said John George and William of which said
indorsement so made on the said bill of Exchange
as aforesaid the said Master Sawmy afterwards to
wit on the day and year last aforesaid at Madras
aforesaid had notice By means whereof and

according

Fund Form 1813-

according to the said usage and Custom of Merchants
the said Mootoosawmy became liable to pay to the
said John George and William the said Sum of
Five hundred and Sixty Star Pagodas in the said
bill of Exchange Specified according to the tenor
and effect of the said bill of Exchange and of
his said acceptance thereof and of the said in-
=dorsement so made thereon as aforesaid And being
so liable the said Mootoosawmy 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 John George
and William to pay them the said Sum of Five
hundred and Sixty Star Pagodas in the said bill of
Exchange Specified according to the tenor and effect
of the said bill of Exchange and of his said acceptance
thereof and of the said indorsement so made thereon
as aforesaid And whereas afterwards (to wit) on the
First day of February in the year of our Lord
One thousand Eight hundred and Thirteen at
Madras aforesaid the said Mootoosawmy was indebted
to the said John George and William in the
Sum of One thousand Star Pagodas of the lawful
current money of Madras for money by the said
John George and William before that time laid
out expended and paid for the said Mootoosawmy
and at his Special instance and request - And

being So indebted the said Mootoosawmy in Consi-
deration thereof afterwards to wit on the same Day
and year last aforesaid at Madras aforesaid unde-
took and then and there faithfully promised the
said John George and William to pay them the said
last mentioned Sum of Money when he the said
Mootoosawmy Should be thereto 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 John –
George and William in the further Sum of One –
thousand Star Pagodas of like lawful Current Money
of Madras for money by the said Mootoosawmy before
that time had and received to the use of the said
John George and William And being So indebted –
the said Mootoosawmy 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 John George
and William to pay them the said last mentioned
Sum of money when he the said Mootoosawmy
Should be thereto afterwards requested And
whereas the said Mootoosawmy afterwards to
wit on the Same day and year last aforesaid
at Madras aforesaid accounted with the said
John George and William of and concerning
divers other Sums of Money before that time

Due

Mad. Term 1813. —

the said Mootoosawmy to the
said John George and William and then being
in arrear and unpaid upon which accounting the
said Mootoosawmy was then and there found to be in
arrear and indebted to the said John George and William
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 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 John George and William to pay them
the said last mentioned Sum of Money when he the
said Mootoosawmy should be thereto afterwards requested —
Yet the said Mootoosawmy not regarding his said —
several promises and undertakings so by him in manner
and form aforesaid made but contriving and fraudulently
intending craftily and subtilly to deceive and defraud the
said John George and William in this behalf hath not
yet paid the said Sum of Five hundred and Sixty
Star Pagodas mentioned in the First Count or the said
several other Sums of money mentioned in the Second
Third and Fourth Counts or any or either of them
or any part thereof to the said John George and
William / although so to do the said Mootoosawmy
was requested by the said John George and William
afterwards to wit on the same day and year last

aforesaid and afterwards at Madras aforesaid But to pay the same or any part thereof to the said John George and Williams the said Mootoosawmy hath hitherto wholly refused and still doth refuse To the Damage of the said John George and William of One thousand Star Pagodas and therefore they bring their Suit &c. ——

And the said Mootoosawmy 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 John George and William nor but that he the said Mootoosawmy did undertake and promise in manner and form as the said John George and William have above thereof complained against him nor but that the said John George and William have sustained damage by occasion of the non-performance by the said Mootoosawmy of his several promises and undertakings in the Plaint mentioned to the Sum of Five hundred and ninety five Pagodas and thirty two fanams over and besides the Costs and Charges of the said John George and William by them about their Suit in this behalf expended and hereupon the said John George and William relinquishing the residue of the damages mentioned in the Plaint pray judgment for the said Sum of Five hundred and ninety five Pagodas and thirty two fanams so as aforesaid confessed and

for

Cognovit filed 29th July 1813 J.S.

Judgment by Confession

Term 1813

to the said Costs and Charges

Judgment Entered the 24th day of July 1813 — J. Shaw D.P. Prothy

It is therefore Considered and adjudged that the said John George and William recover against the said Mootoosawmy their damages aforesaid to the said Sum of Five hundred and Ninety five Pagodas and thirty two fanams and that the said Mootoosawmy pay to the said John George and Williams for their said Costs and Charges the Sum of Ninety nine Pagodas and and four fanams which damages Costs and Charges amount to Six hundred and Ninety four Pagodas and thirty Six fanams and the said Mootoosawmy in Mercy &c. ——

Mercy

Kirk Term 1873-

Third Term 1813.

Class before the Honble Sir Thomas Andrew Strange Knight Chief justice The Honble Sir Francis Macnaghten Knight and the Honble Sir John Henry Newbolt Knights Puisne justices of His Majestys Supreme Court of judicature at Madras of the Third Term in the year One thousand eight hundred and Thirteen —

Madras — John Doe on the demise of Gundecotah Venca=tachellah Braming puts in his place William Light his Attorney against Richard Roe in a Plea of Trespass on the Case and Ejectment ——

Madras — The said Richard Roe in his own proper persons at the Suit of the said John Doe in the Plea aforesaid. ——

Madras — Be it remembered that in the Vacation after the Second Term in the year of our Lord One thousand eight hundred and Thirteen before the Supreme Court of Judicature at Madras came John Doe by William Light his Attorney and brought into the said Court then there his certain plaint against 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 say —

Plaint in Ejectment
Filed 29th June 1813
J.S.

Third Term 1813

Madras - John Doe by William Light
his Attorney Complains of Richard Roe being an
Inhabitant of Madras and as such a Person Subject
to the Jurisdiction of this Honorable Court For that
Whereas on the Tenth day of March in the year of
Christ One thousand eight hundred and thirteen at
Madras aforesaid Gundecottah Vencatachiliah Brahmin Demised
granted and to farm let to the said John Two Messuages
Two dwelling houses five out houses five yards five Gardens
five stables and Cawnies of Ground with their appur-
tenances situated at Triplicane in Tarady Street
within the limits of Madras To hold the said tenements
with the appurtenances to the said John and his assigns
from the ninth day of the said Month of March for
and during and until 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 tenements aforesaid with the
appurtenances and was possessed thereof until the
said Richard afterwards and during the countinance
of the said term and interest of the said John in
the said premises to wit on the Eleventh day of the said
Month of March in the year aforesaid at Madras
aforesaid with force and arms entered into and
upon the tenements aforesaid with the appurtenances
which the said Gundecottah Vencatachiliah Brahmin
had demised to the said John in manner aforesaid
for the term aforesaid which is not yet expired

and into and upon the possession of the said John and ejected the said John out of his said farm and the said John so ejected hath from thence hitherto kept and still doth keep out of possession thereof 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 Ten Star Pagodas and therefore he brings his Suit &c.

And now at this day until which day leave was given to the said Richard to imparle to the said Plaint and then to Answer the same &c as well the said John by his said Attorney as the said Richard in his own person do come before the Court And the said Richard defends the force and injury when &c and says nothing in bar or preclusion of the said action of the said John whereby the said John remains therein undefended against the said Richard - Therefore it is considered that the said John recover against the said Richard his said Term yet to come of and in the tenements 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 the said John in this behalf. Therefore let the said Richard be acquitted of those damages costs and charges - And

Judgment Signed against the Casual Ejector the second day of August 1813.
I. Shaw
D.J. Prothy

Third Term 08

the said John prays the writ of our Lord the
King to be directed to the Sheriff of Cadras to
cause the said John to have possession of his said
term yet to come of and in the tinements &
aforesaid with the appurtenances and it is
granted to him returnable here on the Ninth day
of August instant.

Writ of Possession
issued on the 2nd
August 1893.-

March Term 1813.

Third Term 1813

Pleas before the Honble Sir Thomas Andrew Stange Knight Chief justice The Honble Sir Francis Nathaniel Burton Knight and The Honble Sir John Henry Newbolt Knight Puisne justices of the Supreme Court of Judicature at Madras of the Third Term in the year One thousand eight hundred and Thirteen —

Fort St George Madras to wit } James Waddel puts in his place William Light his Attorney against James Dickanson Crampton in a plea of Debt. ——

Fort St George Madras to wit } The said James Dickanson Crampton puts in his place Daniel Neale 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 Thirteen 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 Dickanson Crampton in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Third Term 1813

Plaint in debt
Filed 20th Augt 1813
N

Ten. S. Geo. Madras to wit - James
Waddel by William Light his attorney Complains of
James Dickanson Crampton being a British Subject
and as such a person Subject to the jurisdiction of this
Honorable Court of a Plea that he the said James Dickan
Crompton do render unto him the said James. Waddel the
Sum of Two Thousand Six hundred and Eight Star Pagoda
and twenty Six fanams which he owes to and unjustly
detains from him For that Whereas the said James
Dickanson Crompton heretofore to wit on the Eighteenth
day of September in the year of Our Lord One Thousand
Eight Hundred and Eleven at Madras aforesaid by his
certain writing Obligatory Sealed with the Seal of the
said James Dickanson Crompton 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 in the said Sum of Two thousand
Six hundred and Eight Star Pagodas and twenty Six
fanams to be paid to the said James Waddel when he
the said James Dickanson Crampton should be there-
unto afterwards requested Yet the said James
Dickanson Crompton Although often requested to pay the
same hath not yet paid the said Sum of Two Thousand
Six hundred and eight Star Pagodas and twenty Six
fanams above demanded or any part thereof to the
said James Waddel but to pay the same or any part
thereof he the said James Dickanson Crompton hath

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Third Term 1813—

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 Attly.

And the said James Dickanson Crompton 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 James Waddil nor but the said Bond in the said Plaint mentioned is the deed of the said James Dickanson Crompton nor but that he the said James Dickanson Crompton owes to and detains from the said James Waddel the said Sum of one thousand five hundred and Twenty nine Star Pagodas and Six fanams 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 the said James Dickanson Crompton his said debt and also Seventy two Star Pagodas and Sixteen fanams for his Damages which he hath sustained as well by the occasion of the detaining of the said Debt as for his costs and charges by him about his Suit in this behalf expended and by the Court now here adjudged to the said James Waddel by his Assent and the said James Dickanson Crompton in Mercy &c. —

D Neale Def Attly.

Judgment Signed for the Plaintiff the twentieth day of August 1813—

J. Shaw D Prothy

Third Term 1813-

Third Term 1813.

Read before the Honble Sir Thomas Andrew Stange 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 Thirteen

Madras ff

Tottecally Vadachellum Moodelliar Executor of the Last Will and Testament of Tottecally Cashava Moodelliar late an Hindoo Inhabitant of Madras deceased puts in his place Robert Orme his Attorney against Verjee Boocun Doss and Balakistna Doss the Sons Heirs and only lawful personal representatives of Trichinopoly Damoodara Doss Ghurudara Doss deceased in a plea of Trespass on the Case ——

Madras ff

The said Verjee Boocun Doss and Balakistna Doss the Sons Heirs and only lawful personal representatives of the said Trichinopoly Damoodara Doss Ghurudara Doss deceased as aforesaid in their own proper person at the Suits of the said Tottecaly Vadachellum Moodelliar in the Plea aforesaid ——

Madras ff

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 Tottecaly Vadachella Moodelliar by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against the said Verjee Boocun Doss and Balakistna Doss in a Plea of Trespass on the case and there are pledged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that

Plaint in Attachment filed 11th June 1813 S.S.

Madras ss Tottecally Vadachillum Mordelliar Executor of the last Will and Testament of Tottecally Cashava Mordelliar late an Hindoo Inhabitant of Madras deceased of Robert Orme his Attorney complains of Verjee Boocun Doss and Balakristna doss the Sons Heirs and only lawful personal Representatives of Trichinopaly Damoodara doss Ghoredara doss late also of Madras Inhabitant deceased and which said Verjee Boocun doss and Balakristna Doss are respectively Hindoo Inhabitants of Madras and Subject to the jurisdiction of this Honorable Court For that whereas the said Trichinopaly Damoodara doss Ghoredara doss heretofore in his life time to wit on the Fifth Chittery of Rauttantchy year of the Hindoos Answering to the Fifteenth day of April in the year of Christ One thousand Seven hundred and Ninety Nine 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 aforesaid and thereby then and there Acknowledged that in consequence of his urgent occasions he had that day Mortgaged to him the said Tottecally Cashava Mordelliar one large Diamond ring one Small Diamond ring one pair of Ponchy or Ornament for Wrist set with Diamonds and Rubies and one large Emerald upper Earring In all pieces four Estimated Pagodas One thousand Seven hundred and Ten and on which borrowed and received of him the said Tottecally Cashava Mordelliar the Sum of (1000) One thousand Pagodas Current Money

Thirdly Term 1813 —

of Madras which Sum he the said Trichinopoly Damoodara Dofs Ghiredara dofs did thereby engage to repay him the said Tottecally Cashava Mordelliar on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum By reason whereof and according to the usages and Custom of such Kinds of India the said Trichinopoly Damoodra Dofs Ghiredara dofs became liable to pay to the said Tottecally Cashava Mordelliar the said Sum of Money in the said Note Specified with the Interest thereon according to the tenor and effect thereof. And being so liable he the said Trichinopoly Damoodara Dofs Ghiredara dofs 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 Tottecally Cashava Mordelliar in his life time to pay him 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 Whereas also the said Trichinopoly Damoodara Dofs Ghiredara dofs in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Tottecally Cashava Mordelliar in his life time in the Sum of Two thousand Star Pagodas of the like Current Money of Madras for so much Money by the said Tottecally Cashava Mordelliar in his life time before that time lent and advanced to the said Trichinopoly Damoodra Dofs Ghiredara dofs in his

life time and at his special instance and request And
being so indebted he the said Trichinopoly Damoodara Dofs
Gheredara Dofs in consideration thereof afterwards to wit on
the same day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Tottecally Cashewa Moodeliar to pay him the said last mentioned
Sum of Money when he the said Trichinopoly Damoodara Dofs
Gheredara Dofs should be thereunto afterwards requested And
Whereas also the said Trichinopoly Damoodara Dofs Gheredara
Dofs in his life time afterwards to wit on the same day and
year aforesaid at Madras aforesaid accounted with the said
Tottecally Cashewa Moodeliar of and concerning divers other
Sums of Money before that time due and owing from the said
Trichinopoly Damoodara Dofs Gheredara Dofs to the said
Tottecally Cashewa Moodeliar and then being in arrear and
unpaid and upon that accounted the said Trichinopoly
Damoodara Dofs Gheredara Dofs was then and there found
to be in arrear and indebted to the said Tottecally Ca=
=shewa Moodeliar in the further Sum of Two thousand Star
Pagodas of like Current Money and being so found in
arrear and indebted he the said Trichinopoly Damoodara
Dofs Gheredara Dofs in Consideration thereof afterwards
to wit on the same day and year aforesaid at Madras
aforesaid undertook and then and there faithfully pro=
=mised the said Tottecally Cashewa Moodeliar to pay
him the said last mentioned Sum of Money when he
the said Trichinopoly Damoodara Dofs Gheredara o=

Dofs Should be thereunto afterwards requested fit the
Said Trichinopoly Damoodara Dofs Ghoredara Dofs in his
life time and the Said Verjee Boocun dofs and Balakistna
Dofs as such personal Representatives as aforesaid Since
his death not regarding the said Sums promised and
undertakings of the Said Trichinopoly Damoodara dofs
Ghoredara Dofs so by him in manner and form aforesaid
made but contriving and fraudulently intending Craftily and
Subtilly to deceive and defraud the Said Tottecally Cashava
Moodelliar in his life time and the Said Tottecally Vada-
-chellum Moodelliar as Such Executor as aforesaid Since
his death in this behalf the Said Several Sums of
Money or any part thereof to the Said Tottecally Cashava
Moodelliar in his life time or to the Said Tottecally
Vadachellum Moodelliar as Such Executor as aforesaid Since
the death of the Said Tottecally Cashava Moodelliar
have not / although often requested &c. / Yet pay
although So to do they have often been requested by
the Said Tottecally Cashava Moodelliar during his
life time and by the Said Tottecally Vadachellum
Moodelliar as Such Executor as aforesaid Since his
death but the Said Trichinopoly Damoodara Dofs
Ghoredara Dofs during his life time and the Said
Verjee Boocun Dofs and Balakistna Dofs personal re-
-presentatives as aforesaid Since his decease have and
each of them hath hitherto wholly refused and
the Said Verjee Boocun Dofs and Balakistna Dofs

personal

personal representatives as aforesaid still do and each of them still doth refuse To the Damage of the said Tottiecally Vadachellum Mordelliar as- such Executor as aforesaid of Two thousand Star Pagodas and thereof he brings his Suit &c.- And he brings into Court here the Letters Testamentary of the said Tottiecally Cashiva Mordelliar whereby it fully appears to the Court here that the said Tottiecally Vadachellum Mordelliar is the Executor named in the last Will and Testament of the said Tottiecally Cashiva Mordelliar and hath the Execution thereof &c. ——

Tried Exparte Judgement for the Plff on a Verdict in Assumpsit.

And now in this First Term in the year One thousand Eight hundred & and Thirteen that is to say on the Second day of February to which day was given as well to the said Tottiecally Vadachellum Mordelliar as to the said Verjee Boocun Doss and Balakistna Doss and the said Verjee Boocun Doss and Balakistna Doss say nothing in bar or preclusion of the said Action of the said Tottiecally Vadachellum Mordelliar by which the said Tottiecally Vadachellum Mordelliar remains therein undefended against the said Verjee Boocun Doss and Balakistna Doss for which the said Tottiecally Vadachellum Mordelliar ought to recover his damages by occasion of the premises And afterwards to wit on the Fifteenth day of the said Month of February in the term last aforesaid the said Court having diligently enquired what damages the said Tottiecally Vadachellum Mordelliar

as such Executor as aforesaid hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Tottecally Vadachellum Moodeliar as such Executor as aforesaid hath sustained Damages by occasion of the premises over and above his Costs and Charges to Two thousand and five Pagodas and Sixteen fanams and for those Costs and Charges to One hundred and twenty two Pagodas and Twenty five fanams Therefore it is Considered that the said Tottecally Vadachellum Moodeliar as such Executor as aforesaid do recover against the said Verjee Boocun Doss and Balakistna Doss as such Sons Heirs and personal Representatives as aforesaid his Da= =mages and Costs aforesaid by the Court aforesaid found and adjudged to be levied of the Goods and Chattels which were of the said Trichinopoly Damoodara Doss Ghirdara Doss deceased at the time of his death in the hands of the said Verjee Boocun Doss and Balakistna Doss to be administered And if they have not so much in their hands to be administered then the above Sum of One hundred and twenty two Pagodas and Twenty five fanams being for the Costs and Charges laid out by the said Tottecally Vadachellum Moodeliar about his Suit by the Court now here adjudged to the said Tottecally Vadachellum Moodeliar with his assent to be levied of the proper Goods and Chattels of the said Verjee Boocun Doss and Balakistna Doss and the said Verjee Boocun Doss and Balakistna Doss in Mercy &c.

Judgment Signed for the Plaintiff the 27th day of August 1813.
I. Shaw
Dy Prothy

And thereupon the said Tottically Vaachellum Moodelliar Executor of the Last Will and Testament of Tottically Cashava Moodelliar deceased by Robert Orme 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 other Effects real and Personal of the said Trichinopoly Damoodara Doss Gheredara Doss at the time of his death in the hands of the said Verjee Boocun Doss and Bala-Kistna Doss Sons and personal representatives of the said Trichinopoly Damoodara Doss Gheredara Doss deceased to be administered within the juris-dictions of this Court by Seizure and if it be necessary by Sale thereof the Sum of Two thousand one hundred and twenty Seven Pagodas and forty one fanams which the said Tottically Vadachellum Moodelliar as such Executor as aforesaid recovered against the said Verjee Boocun Doss and Balakistna Doss as such Sons and personal representatives as aforesaid for his damages which he had sustained as well by occasion of the not performing certain promises and under-takings made by the said Trichinopoly Damoodara Doss Gheredara Doss in his life time to the said Tottically Vadachellum Moodelliar as such Executor as aforesaid as for his Costs and Charges by him about his Suit in that behalf expended if the said Verjee Boocun Doss and Balakistna Doss (have or either of them hath) so much thereof in their hands to be administered and if they have not) so much thereof or their hands to be administered thereof the Sum of one hundred and twenty two 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 Verjee Boocun Doss and Balakistna Doss. And it is granted unto him returnable here on the tenth day of September next —

Writ of Fiere Facias issued against the Deceased's property on the 27th day of August 1813.

Third Term 1813.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice The Honble Sir Francis Macnaghten Knight and The Honble Sir John Henry Newbolt Knight Puisne justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the year One thousand eight hundred and Thirteen. —

Madras to wit Culloor Soobaroyaloo Brammy puts in his place James Morris his Attorney against Amanjecary Rama= =Sawmy Moodelly in a Plea of Trespass on the Case —

Madras to wit — The said Amanjecary Ramasawmy Moodelly — in his own proper person at the Suit of the said Culloor Soobaroyaloo Brammy 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 Culloor Soobaroyaloo Brammy by James Morris his Attorney and brought into the said Court then there his certain Plaint against the said Amanjecary Ramasawmy Moodelly in a Plea of Trespass on the Case and there are Pledges for the prose= =cution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. ——

Madras

Plaint in Yellamp
Ste Folio 13
July 1813 —

J. S.

Hond. Court 1813 —

Madras (to wit) Cullore Soobaroyaloo
Ramasawmy by James Morris his Attorney complains of
Amanjecary Ramasawmy Mondelly who is a Hindoo In-
=habitant 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 Nineteenth day of June in the year of Christ One
Thousand eight hundred and Ten at Madras the said
Ramasawmy made his certain Note in writing commonly
called a promissory Note his proper hand being thereto Sub-
=scribed bearing date the day and year aforesaid and
then and there delivered the same note to the said
Soobaroyaloo By which said Note the said Ramasawmy
promised at Fifty days after date to pay to the said
Soobaroyaloo by the name of Cullore Soobaroyaloo Bramineey)
or order the Sum of Four hundred Pagodas for value Recevd
By means whereof And by force of the Statute in such
case made and provided the said Ramasawmy became
liable to pay to the said Soobaroyaloo 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 Ramasawmy in Consideration thereof afterwards (to wit)
on the day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised the
said Soobaroyaloo to pay him the said Sum of Money
in the said Note Specified according to the tenor and
Effect of the said Note — And whereas the said Ra-
=masawmy afterwards to wit on the Twentieth day of

Third Folio 173.

March in the year of Christ One Thousand Eight
hundred and Twelve at Madras aforesaid was indebted
to the said Soobaroyaloo in the Sum of eight hundred
Star Pagodas of the Current Money of Madras for
money by the said Soobaroyaloo before that time lent
and advanced to the said Ramasawmy and at his
special instance and request 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 Soobaroyaloo to pay him the said
last mentioned Sum of money when he the said
Ramasawmy should be thereto 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 Soobaroyaloo of and
concerning divers other sums of money before that time
due and owing from the said Ramasawmy to the said
Soobaroyaloo and then being in arrear and unpaid upon
which accounting the said Ramasawmy was then and
there found to be in arrear and indebted to the said
Soobaroyaloo 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 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

undertaken to pay him the said last mentioned sum of money when he the said Ramasawmy should be thereto afterwards requested - Yet the said Ramasawmy 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 Soobaroyaloo 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 Soobaroyaloo (although so to do the said Ramasawmy was requested by the said Soobaroyaloo 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 Soobaroyaloo the said Ramasawmy hath hitherto wholly refused and still doth refuse To the damage of the said Soobaroyaloo of Eight hundred Star Pagodas and therefore he brings his Suit &c. ——

Cognovit filed 2d September 1813 JS

Judgment by Confession

And the said Ramasawmy by John Carruthers his Attorney comes and defends the wrong and injury when &c. And says that he cannot deny the said action of the said Soobaroyaloo nor but that he the said Ramasawmy did undertake and promise in manner and form as the said Soobaroyaloo hath above thereof complained against him nor but that the said Soobaroyaloo hath Sustained

damage by occasion of the [illegible] by him the said
Ramasawmy of his Several promises and undertakings
in the Plaint mentioned to the Sum of Five hundreds
and nine Pagodas and twenty one fanams (parcel of
the damages by the Plaint supposed) Over and besides
his Costs and charges laid out by him about his
Suit in this behalf and hereupon the said Soobroyalo
relinquishing the residue of the damages mentioned
in the Plaint prays Judgment for the said Sum of
Five hundred and nine Pagodas and twenty one fanams
So as aforesaid confessed and for his said Costs and
Charges- It is therefore considered and adjudged
that the said Soobroyalo recover against the said
Ramasawmy his Damages aforesaid to the said Sum
of Five hundred and nine Pagodas and twenty one
fanams and that the said Ramasawmy pay to
the said Soobroyalo for his said Costs and
Charges the Sum of Seventy Seven Pagodas and two
fanams which said damages Costs and Charges
Amount to Five hundred and Eighty Six Pagodas
and Twenty three fanams and the said Ramasawmy
in Mercy &c. ——————

Judgment Signed for the Plaintiff the 2d day of September 1813-
S. Shaw
Dy Prothy

Mercy.

Third Term 1813.

Pleas before the Honble Sir
Thomas Andrew Knight
Chief justice the Honble Sir
Francis Macnaghten Knight and
the Honble Sir John Henry Newbolt
Knight Puisne justices of His
Majesty's Supreme Court of Judicature
at Madras of the Third Term in
the year One thousand eight hundreds
and Thirteen ——

Madras to wit. Dhoranadlah Venkenah Chitty puts in his
place William Light his attorney against Joaquim
Mariano Pereyra in a Plea of Trespass on the
Case ——

Madras to wit The said Joaquim Mariano Pereyra puts in
in his place John Barruthurst his attorney at the Suit
of the said Dhoranadlah Venkenah Chitty 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 hundreds and thirteen before the Supreme Court
of Judicature at Madras came Dhoranadlah Venkenah
Chitty by William Light his attorney and brought
into the said Court then there his certain Plaint
Plaint against the said Joaquim Mariano Pereyra
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 Ofc[e] Filed 2[d] June 1813 J. L

Madras (town) Dhoranadlah Venkanah Chitty by William Light his attorney complains of Joaquim Mariano Pereya being 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 on the Twelfth day of February in the year of Christ One thousand eight hundred and thirteen at Madras the said Joaquim Mariano 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 one Coimbadoo Sashachella Pillay By which said Note the said Joaquim Mariano promises at four Months after the date thereof to pay to the said Coimbadoo Sashachella Pillay or order the Sum of Two Hundred Star Pagodas for value recieved with interest at Nine per Cent per Annum - And the said Coimbadoo Sashachella Pillay to whom or to whose order the said Sum of Money in the said Note specified was by the said Note appointed to be paid after the making of the same Note and before the payment of the said Sum of Money Specified therein to wit on the day and year aforesaid at Madras aforesaid indorsed the said Note his proper hand being to

Such indorsement Subscribed and the said indorse-
=ment Ordered and appointed the Contents of the
said Note to be paid to one T. Poley Chitty or
order and then and there delivered the said Note
so indorsed as aforesaid to the said T. Poley
Chitty and the said T. Poley Chitty to whom
or to whose order the said Sum of Money in the
said Note Specified was by the said Note and
indorsement appointed to be paid after the making
of the said Note and indorsement and before
the payment of the said Sum of Money in the said
Note Specified (to wit) on the day and year afore-
=said at Madras aforesaid indorsed the said
Note his proper hand being to such last mentioned
indorsement Subscribed and by the said last
mentioned indorsement the said T. Poley Chitty
Ordered and appointed the Contents of the said
Note to be paid to the said Venkenah and
the said T. Poley Chitty then and there delivered
the said Note so indorsed as aforesaid to
the said Venkenah of which said Several indorse-
=ment so made on the said Note as aforesaid
the said Joaquim Mariano afterwards to wit
on the day and year aforesaid at Madras
aforesaid had Notice - By means whereof and
by force of the Statute in such case made and
provided the said Joaquim Mariano became

liable

liable to pay to the said Venkanah the said Sum of money with interest in the said Note Specified according to the Tenor and effect of the said Note and of the said Several indorsements so made thereon as aforesaid and being so liable the said Joaquim Mariano in Consideration thereof afterwards to wit on the day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Venkanah to pay him the said Sum of money with interest in the said Note Specified according to the tenor and effect of the said Note and of the said Several indorsements so made thereon as aforesaid And whereas afterwards to wit on the Eighteenth day of June in the year One thousand eight hundred and thirteen aforesaid at Madras aforesaid the said Joaquim Mariano was indebted to the said Venkanah in the Sum of Four Hundred Star Pagodas of the lawful Current money of Madras for Money by the said Venkanah before that time laid out expended and paid for the said Joaquim Mariano and at his Special instance and request And being so indebted the said Joaquim Mariano 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 Venkanah to pay him the said last mentioned Sum of Money when he the said Joaquim Mariano should be thereto afterwards requested. And Whereas also the said Joaquim

Third Term 1813—

Mariano afterwards to wit on the [illegible] and last
last aforesaid at Madras aforesaid was indebted
to the said Venkanah in the further Sum of four hun=
dred Star Pagodas of like lawful Current money of
Madras for money by the said Joaquim Mariano before
that time had and received to the use of the said
Venkanah And being so indebted the said Joaquim
Mariano 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 Venkanah to pay him
the said last mentioned Sum of money when he
the said Joaquim Mariano should be thereto after=
wards requested And whereas the said Joaquim
Mariano afterwards to wit on the Same day and
year last aforesaid at Madras aforesaid accounted
with the said Venkanah of and Concerning diers
others Sums of money before that time Due and
owing from the said Joaquim Mariano to the said
Venkanah and then being in arrear and unpaid
upon which accounting the said Joaquim Mariano
was then and there found to be in arrear and
indebted to the said Venkanah in the further Sum
of Four hundred Star Pagoda of like lawful Current
money of Madras And being so found in arrear
and indebted the said Joaquim Mariano in Consi=
deration thereof afterwards to wit on the Same day
and year last aforesaid at Madras aforesaid

undertook.

undertook and thim and there faithfully promised
the said Venkanah to pay him the said last mentioned
Sum of money when he the said Joaquim Mariano should
be thereto afterwardid requested yet the said Joaquim Mariano
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 Venkanah in this
behalf hath not yet paid to the said Venkanah the
said Several Sums of money or any or either of them
or any part thereof or any interest money of or for the
said Sum of Two hundred Star Pagodas (although so to
do the said Joaquim Mariano was requested by the said
Venkanah 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 Venkanah the said Joaquim Mariano
hath hitherto wholly refused and still doth refuse —
To the damage of the said Venkanah of Four
hundred Star Pagodas and therefore he brings his
Suite &c.

Prid Exparte

Judgment for the Plaintiff on a Verdict in Assumpsit —

And the said Joaquim Mariano
having come by John Garrithers his Attorney defends
the wrong and injury when &c. and saith nothing
in bar or preclusion of the said Action of the said
Venkanah whereby the said Venkanah remained —
therein undefended against the said Joaquim Mariano
And by reason whereof a day was given to the said

Venkanah whereupon he should come into the
Court and verify his said plaint and that at
which day being the second day of August in
this term came the said Venkanah by his said
Attorney and alleged and proved to the Court
the matters of his said plaint and the Justices
of this Court having heard examined and considered
the allegations of the said Venkanah and the
depositions of the Witnesses adduced by him have
pronounced that the said Joaquim Mariano Dias
undertaken and promise in manner and form
as the said Venkanah hath alive thereof complained
against him and it manifestly appearing to this
Court that the said Venkanah hath sustained da-
mage by occasion of the nonperformance by the said
Joaquim Mariano of his said promised and undertakings
in this plaint mentioned to the Sum of Two hundred
and nine Pagodas and Seven fanams over and besides
the costs and charges of the said Venkanah by him
about his Suit in this behalf expended - It is considered
and adjudged that the said Venkanah recover against
the said Joaquim Mariano his damages aforesaid to the
said Sum of Two hundred and nine Pagodas and Seven fanams
And that the said Joaquim Mariano pay to the said Venkanah
for his said Costs and charges the Sum of One hundred and
Twenty Six Pagodas and Seventeen fanams which damages Costs and
Charges amount to Three hundred and thirty five Pagodas and
Twenty four fanams and the said Joaquim Mariano in Mercy &c.

Judgment Signed
for the plaintiff
the second day of
September 1813 -
I. Shaw
D.P. Prothy

Mercy

1813

Pay Muster Roll

3rd Lieut

Sec 11

Third Term 1813.

Pleas before the Honble Sir Thomas Andrew Stranje 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 Thirteen ———

Madras to wit John Doe on the demise of Cunnalore Ananthia Iyar puts in his place John Carruthers his Attorney against The United Company of Merchants of England trading to the East Indies in a Plea of Trespass on the Case and Ejectment ——

Madras to wit — The said United Company put in their place Robert Orme their Attorney at the Suit of the said John Doe 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 Twelve before the Supreme Court of judicature at Madras came John Doe on the demise of Cunnalore Ananthia Iyar by John Carruthers his Attorney and brought into the said Court then there his certain plaint against the said United Company in a plea of Trespass on the Case and 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

Amended plaint in Ejectment filed September 4th 1812 G. R.

Third Term 1813

Madras to wit — John Doe by John Carruthers his attorney complains of The United Company of Merchants of England trading to the East Indies who are British Subjects and as such persons liable to the jurisdiction of this Honorable Court — For that whereas Cunnalore Anunthia Syer Administrator of all and Singular the Goods and Chattels rights and Credits which were of Pareatomby Mordelly deceased at the time of his death who died Intestate to wit on the First day of April in the year One thousand eight hundred and Eleven at Madras had demised to the said John Five Cawnies of Garden Ground Five Cawnies of Arable Land and Five Cawnies of Waste Land Situate and being in the South Beach within the limits of Madras to have and to hold the same to the said John and his assigns from the said First day of April in the year aforesaid for and during and unto the full end and term of Five years from thence next ensuing and fully to be complete and ended — By virtue of which said demise the said John entered into the said premises with the appurtenances and became and was possessed thereof for the said term so to him thereof granted and the said John being so thereof possessed the said United Company afterwards to wit on the Twenty Seventh day of June in the year aforesaid with force and arms &c entered in the said premises with the appurtenances in which the said [illegible] to

interested in. manner and for the term aforesaid which is not yet expired and yielded 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 Star Pagodas and therefore he brings his Suit &c. ——

And afterwards that is to say on the Twenty Second day of September in the Fourth Term of the year of Christ One thousand eight hundred and twelve until which Term the said United Company had leave to imparl to the said Plaint and then to Answer the same came as well the said John Doe by his Attorney as the said United Company by their Attorney - And the said United Company 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 of this they put themselves upon the Court &c. ——

Imparlance

1st Exn Filed 22d Sept. 1812 - J.S.

And afterwards on the same Twenty Second day of September One thousand eight hundred and Twelve came the parties aforesaid by their Attorneys aforesaid - And thereupon the said John Doe as to the Plea of the said United Company and whereof they have put themselves upon the Court doth the like —

Replication Filed 22d Sept. 1812 J.S

Issue joined

And

Copy of the Record transmitted —

And Afterwards in the Second Term in the year One thousand eight hundred and thirteen — that is to say on the Twenty fourth day of March came the said United Company and the said John Doe (although solemnly called) came not and it appearing to the Court in the same Term that the said John Doe hath neglected to bring the Issue above joined on to be tried according to the Course and practice of the Court Therefore according to the form of the Statutes in such case made and provided It is Considered by the Court here that the said John Doe take nothing by his Plaint but that he and his pledges to prosecute to wit John Doe and Richard Roe be in Mercy &c. — And that the said United Company go thereof without day And it is further considered by the said Court that the said United Company recover against the said John Doe one hundred and fifty Eight Star Pagodas and Two fanams for their Costs and Charges by them about their defence in this behalf sustained adjudged by the Court here to the said United Company at their request according to the forms of the Statute in that case made and provided And that the said United Company have their Execution thereof &c. ——

Judgment Signed for the Defendant the Sixth day of Septemr 1813.
J. Stiles
Dy. Prothy

Fourth Term 1813

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 Thirteen ——

Madras ff The United Company of Merchants of England trading to the East Indies put in their place Robert Orme their Attorney against Vydelinga Chitty in a plea of Trespass on the case ——

Madras ff The said Vydelinga Chitty in his own proper person at the Suit of the said United Company in the Plea aforesaid ——

Madras ff Be it remembered that on 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 The United Company by Robert Orme their Attorney and brought into the said Court then there his certain Plaint against the said Vydelinga 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. ——

Fourth Term 1812.

Plaintx in Assumpsit
Filed 18th Decemr
1812. - J.S.

Madras ss The United Company of
Merchants of England trading to the East Indies
by Robert Orme their Attorney complain of Vydelinga
Chitty who is an Hindoo Inhabitant of Madras &
and as such Subject to the jurisdiction of this Honorable
Court For that whereas the said Vydelinga Chitty on
the Twenty first day of October in the year of Christ
One thousand eight hundred and Eleven to wit at
Madras aforesaid made his certain promissory Note &
in writing bearing date the day and year aforesaid
and thereby then and there three months after the date
thereof promised to pay to one Chadambara Chitty / by
the Name of Sadumbara Chitty / or order the Sum of
Two thousand Star Pagodas for value received And the
said Chadambara Chitty to whom or to whose order
the payment of the said Sum of Money in the said
Promissory Note Specified was to be made after the
making thereof and before the payment of the said
Sum of money in the said Promissory Note Specified
or any part thereof to wit on the day and year
aforesaid at Madras aforesaid endorsed the said
Promissory Note and thereby then and there ordered
and appointed the said Sum of money therein Spe-
cified to be paid to the said United Company of-
which said Indorsement the said Vydelinga Chitty &
afterwards to wit on the same day and year aforesaid
at Madras aforesaid had notice By means whereof

and

Fourth Term 1813

and by force of the Statute in such case made and provided the said Vydelinga Chitty became liable to pay to the said United Company the said Sum of Money in the said Promissory Note Specified according to the tenor and effect thereof and of the

of Money therein Specified . . . . . £ 10 . . . + 10

United Company Of which said Endorsement so made on the said last mentioned promissory Note as afore-said the said Vydelinga Chitty afterwards to wit on the same 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 Vydelinga Chitty became liable to pay to the said United Company the said Sum of money in the said last mentioned Promissory Note specified according to the tenor and effect thereof and of the said Endorsement so made thereon as aforesaid And being so liable he the said Vydelinga 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 United Company to pay them the said Sum of Money on the said last mentioned promissory Note Specified according to the tenor and effect thereof and of the said Endorsement so made thereon as aforesaid And whereas also the said Vydelinga Chitty afterwards to wit on the Seventeenth day of

February

Fourth Term 1813

or any part thereof to wit on the [illegible] year last
aforesaid at Madras aforesaid endorsed the said
last mentioned promissory Note and thereby there
and there ordered and appointed the said Sum
[illegible] said to be paid to the said
made thereon as aforesaid and being so liable he
said Vydelinga Chitty in consideration thereof afterw
to wit on the same day and year aforesaid at
Madras aforesaid undertook and then and the
faithfully promised the said United Company to
them the said Sum of Money in the said promi
Note Specified according to the tenor and effect th
and of the said Endorsement so made thereon a
aforesaid And whereas also the said Vydelinga
afterwards to wit on the Fourteenth day of Nov
in the year aforesaid at Madras aforesaid m
his certain other promissory Note in writing hea
date the day and year last aforesaid and there
and there three Months after the date thereof
to pay to the said Chadambara Chitty or orde
of Eight hundred and twenty Star Pagodas for
received And the said Chadambara Chitty th
or to whose Order the payment of the said Su
Money in the said last mentioned Promissory
Specified was to be made after the making
and before the payment of the said Sum of
in the said last mentioned Promissory Not

Fourth Term 1813—

February in the year of Christ One thousand eight hundred and Twelve at Madras aforesaid and indebted to the said United Company in the Sum of Six thousand Star Pagodas of the Current Money of Madras for so much money by the said United Company before that time paid laid out and expended to and for the use of the said Vydelinga Chetty at his special instance and request And being so indebted he the said Vydelinga Chetty 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 United Company to pay them the said Sum of Money last mentioned when he should be thereunto afterwards requested. And whereas also the said Vydelinga Chetty afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said United Company of and concerning divers others Sums of money of the said United Company before that time due and owing and then being in arrear and unpaid and upon that accounting the said Vydelinga Chetty was then and there found to be in arrear and indebted to the said United Company in the further Sum of Six thousand Star Pagodas of like Current Money and being so found in arrear and indebted he the said Vydelinga Chetty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras afore

undertook and then and there faithfully promised
the said United Company to pay them the said
Sum of Money last mentioned whenever afterwards he
the said Vydelinga Chitty should be thereunto requested
yet the said Vydelinga Chitty not regarding his said
several promises and undertakings in a manner and
form aforesaid made but contriving and fraudulently
intending craftily and subtilly to deceive and de-
-fraud the said United Company in this behalf
hath not yet paid the said several Sums of
money or any of them or any part thereof respectively
to the said United Company (altho often requested
&c.) But the said Vydelinga Chitty to pay them
the same hath hitherto wholly refused and still
refuses - To the Damage of the said United
Company of Six thousand Star Pagodas and there-
-fore they bring Suit &c.

Decl Exparte

Judgment for the Plff on verdict in Assumpsit

And now in this Third Term
in the year One thousand eight hundred and
thirteen that is to say on the Eighteenth day of
July to which day was given as well to the said
United Company as to the said Vydelinga Chitty
And the said Vydelinga Chitty says nothing
in bar or preclusion of the said action of the
said United Company by which the said United
Company remain therein undefended against the
said Vydelinga Chitty for which the said United

Company

Company ought to recover their damages by occasion
of the premises and afterwards to wit on the Thirtieth
day of July in the Term last aforesaid the said
Court having deligently enquired what damages the
said United Company have sustained as well by the
means aforesaid as for their Costs and Charges by
them about their Suit in this behalf expended do
find and adjudge that the said United Company
have sustained damages by occasion of the premises
over and above their Costs and Charges to Two
thousand Six hundred and Sixty eight Star Pagodas
thirty Six fanams and Sixty Cash and for those
Costs and Charges to one hundred and thirty one
Pagodas and one fanam — Therefore it is considered
that the said United Company recover against the
said Vydelinga Chitty their damages and Costs —
aforesaid by the Court aforesaid found and —
adjudged which Damages in the whole Amount
to Two thousand Seven hundred and Ninety Nine
Star Pagodas thirty Seven fanams and Sixty eight
Cash and the said Vydelinga Chitty in Mercy
&c.

Judgment Signed
for the Plaintiffs
the first day of
October 1813 —
I Shaw
D. Prothy

Mercy

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and hereupon the said United
Company of Merchants of England trading to the East
Indies by Robert Orme their Attorney prays the Writ of
our Lord the King of Capias ad Satisfaciendum

Fourth Term 1813 -

to be directed to the Sheriff of Madras Commanding him to take the Body of the said Vydelinga Chetty to satisfy the said United Company of two thousand Seven hundreds and ninety nine Pagodas thirty Seven fanams and Sixty eight Cash which the said United Company recovered against the said Vydelinga Chetty for damages Sustained as well on occasion of the non = performance of certain promises and undertakings lately made by the said Vydelinga Chetty to the said United Company as for their Costs and Charges by them about their Suit in that behalf expended — And it is granted unto them returnable here on the Fourth day of October instant. ——

Writ of Capias ad Satisfaciendum issued on the 1st day of October 1813 —

Fourth Term 1813.

Pleas before the Honble Sir Thomas Andrew Stranger Knight Chief. justice and the Honble Sir Francis Macnaghten Knight one of His Majestys Justices of the Supreme Court of. judicatures at Madras of the Fourth Term in the year One thousand eight hundreds and Thirteen. —

Fort St George Madras to wit } Daniel Neale Gentleman one of the attorneys of the Honorable Court puts in his place William Light his attorney against Aumanda Auroonachella Chitty in a Plea of Trespass on the Case. —

Fort St George Madras to wit } The said Aumanda Auroonachella Chitty in his own proper person at the Suit of the said Daniel Neale 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 hundreds and thirteen before the Supreme Court of. judicature at Madras came Daniel Neale by William Light his attorney and brought into the said Court then there his certain Plaint against the said Aumanda Auroonachella Chitty in a Plea of Trespass on the Case and there are Pledged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. —

Fort St

Fourth Term. 1813.

Plaint in assumpsit
Filed 22d Jany 1813
J.S.

Fort Saint George Madras to wit — Da-
niel Neale Gentleman one of the attornies of this
Honorable Court Complains of Aumanda Airoonachella
Chitty being an Hindoo Inhabitant of Madras and
as such a person liable to the jurisdiction of this
Honorable Court of a Plea of Trespass on the Case
For that whereas the said Aumanda Airoonachella
Chitty heretofore to wit on the Fifteenth day of October
in the year of Christ One thousand eight hundred
and Twelve at Fort Saint George made and signed
his certain note in writing in the English Language
commonly called a Promissory Note bearing date the
day and year aforesaid and thereby promised One
month after date thereof to pay to him the said
Daniel Neale by his name Style and discription of
Daniel Neale Esqre or his order the Sum of One
hundred and fifty nine Star Pagodas and eight
fanams with the interest at the rate of Nine per
cent per Annum and then and there delivered the said
Note so signed to the said Daniel Neale whereby
and by reason of which said several premises and
by force of the Statute in such Case made and
provided he the said Aumanda Aroonachella Chitty
became liable to pay to the said Daniel Neale
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 Aumanda
Aroonachella

Aroonachella Chetty in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Daniel Neale 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 it also the said Aumandi Aroonachella Chetty heretofore to wit on the Nineteenth October in the year One thousand eight hundred and Twelve at Fort Saint George made and Signed his certain other Note in writing in the English Language commonly called a Promissory Note bearing date the day and year last aforesaid and thereby promised Two Months after date thereof to pay to him the said Daniel Neale by his name Style and Description of Daniel Neale Esqre or order the Sum of One Hundred and Sixty Star Pagodas with the interest at the rate of Nine per Cent for value received and then and there delivered the said Note So Signed to the said Daniel Neale whereby and by reason of which said Several last mentioned premises and by force of the Statute in such case made and provided he the said Aumanda Aroonachella Chetty became liable to pay to the said Daniel Neale the said last mentioned Sum of money in the said Note last mentioned Specified according to the tenor and effect of the said last mentioned Note and

being so liable he the said Aumanda Aurunachella Chitty in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and faithfully promised the said Daniel Neale to pay him the said Sum of Money last mentioned in the said Note last mentioned specified according to the Tenor and Effect of the said last mentioned Note And Whereas the said Aumanda Aurunachella Chitty afterwards to wit on the Twenty first day of January in the year One thousand eight hundred and thirteen at Madras aforesaid was indebted to the said Daniel Neale in other Seven hundred Star Pagodas of the Current Money of Madras aforesaid for so much money by the said Aumanda Aurunachella Chitty before that time had and received to and for the use of the said Daniel Neale and being so indebted he the said Aumanda Aurunachella Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and there faithfully promised the said Daniel Neale to pay him the said last mentioned Sum of money when he the said Aumanda Aurunachella Chitty should be thereto afterwards requested And whereas also the said Aumanda Aurunachella Chitty afterwards to wit

on

on the same day and year last aforesaid at Madras aforesaid was indebted to the said Daniel Neale in other Seven hundred Star Pagodas of the current money of Madras aforesaid for so much money by the said Daniel Neale before that time lent and advanced to the said Aimanda Arroonachella Chitty at his special instance and request and being so indebted he the said Aumanda Arroonachella 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 Daniel Neale to pay him the said last mentioned Sum of money when he the said Aumanda Arroonachella Chitty should be thereto afterwards requested And whereas also the said Aumanda Arroonachella Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Daniel Neale in other Seven hundred Star Pagodas of like current money of Madras aforesaid for so much money by the said Daniel Neale before that time paid laid out and expended to and for the use of the said Aumanda Arroonachella Chitty at his special instance and request and being so indebted he the said

Fourth Term 1813

Aumanda Aroonachella Chetty in consideration there-
of afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Daniel
Neale to pay him the said last mentioned Sum
of money when he the said Aumanda Aroonachella
Chetty should be thereto afterwards requested - And
whereas also the said Aumanda Aroonachella Chetty
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid accounted with the
said Daniel Neale of and concerning divers other
sum's of money then due and owing from the said
Aumanda Aroonachella Chetty to the said Daniel
Neale and then being in arrear and unpaid upon
that accounting he the said Aumanda Aroonachella
Chetty was then and there found to be in arrear
and indebted to the said Daniel Neale in other
Seven hundred Star Pagodas of like current money
of Madras aforesaid and being so indebted he
the said Aumanda Aroonachella Chetty in Consi-
deration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Daniel Neale to pay him the said last
mentioned Sum of money when he the said
Aumanda Aroonachella Chetty should be thereto
afterwards requested yet the said Aumanda
Aroonachella

Aumanachie Chitty 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 Daniel Neale in this behalf hath not yet paid the said Several Sums of money or any part thereof to the said Daniel Neale although often requested So to do but to pay the same or any part thereof he the said Aumanda Arronachella Chitty hath hitherto wholly refused and still doth refuse to the Damage of the said Daniel Neale of Seven Hundred Star Pagodas and therefore he brings his Suit &c ——

Tried Capaite
Judgment for the Pl on a Verdict on Agreement —

And now on this Second Term in the year One thousand eight Hundred and Thirteen that is to say on the Third day of April to which day was given as well to the said Daniel Neale as to the said Aumanda Arronachella Chitty and the said Aumanda Arronachella Chitty Says nothing in Bar or preclusion of this said Action of the said Daniel Neale by which the said Daniel Neale remains thereon undefended against the said Aumanda Arronachella Chitty for which the said Daniel Neale ought to recover his damages by occasion of the premises and afterwards to wit on the fifth day of the said Month of April in the Term last aforesaid the said Court having

1813

Jugement du Tribunal
de 1ere Instance

1813

Judgment Roll

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diligently enquired what Damages the said
Daniel Neale hath sustained as well by the
means aforesaid as for his Costs and Charges by
him abmt his Suit in this behalf expended do find
and adjudge that the said Daniel Neale hath sus-
-tained Damages by occasion of the premises over
and above his Costs and charges of the Sum of
Three Hundred and forty Six Star Pagodas and
Thirty two fanams and for his Costs and charges
the Sum of one Hundred and fifty eight Star Pagodas
and nine fanams Therefore it is considered that
the said Daniel Neale recover against the said
Aumanda Aiyoonachella Chitty 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 Five Hundreds and four Star Pagodas and forty
one fanams and the said Aumanda Aiyoonachella
Chitty in Mercy &c.

Judgment Signed for the Plaintiff. the 26th day of Octr. 1813 — J Shaw Dy Sheriff

Mercy

And hereupon the said Daniel
Neale Gentleman by William Light his attorney
prays the Writ of our Lord the King of Capias
ad Satisfaciendum to be directed to the Sheriff of
Madras commanding him to take the Body of
the said Aumanda Aiyoonachella Chitty to
Satisfy the said Daniel Neale of Five

Hundreds

hundred and four Pagodas and Forty one fanams. which the said Daniel Neale recovered against the said Aumanda Aroonachella Chitty for Damages sustained as well by occasion of the non performance of certain provisions and undertakings lately made by the said Aumanda Aroonachella Chitty to the said Daniel Neale 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 October instant

Writ of Capias ad satisfaciendum issues on the 2d. day of Oct. 1813

Fourth Term 1813.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice The Honble Sir Francis Macnaghten Knight and the Honble Sir John Henry Newbolt Knight Puisne justices of His Majesty's Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and thirteen ——

Madras to wit. Moottia Chitty puts in his place James Morris his attorney against Tanjauvore Rangappa Chitty in a plea of Trespass on the case. ——

Madras to wit — The said Tanjauvore Rangappa Chitty in his own proper persone at the Suit of the said Moottia Chitty 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 twelve before the Supreme Court of judicature at Madras came Moottia Chitty by James Morris his attorney and brought into the said Court then there his certain Plaint against the said Tanjauvore Rangappa 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 —

Fourth Term 1813.

Plaint in Assumpsit
Filed 6th Oct. 1812.

Madras to wit Moottia Chitty by J. James Morris his attorney complains of Tanjauvore Rangappa Chitty who is a Hindoo Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court For that whereas heretofore to wit on the Sixteenth day of February in the year of Christ One thousand eight hundred and eight at Madras the said Rangappa according to the Customs of such Hindoos made his certain note in writing in the Malabar language his proper hands being thereto Subscribed bearing date the Seventh day of the Malabar year Prabava / Corresponding with the day and year of Christ aforesaid / and then and there delivered the same note to the said Moottia By which said note the said Rangappa acknowledged that he had borrowed and received of the said Moottia the Sum of Three hundred and Fifty Star Pagodas Current Money of Madras and engaged to Repay to the said Moottia the same Sum on or before the Fourteenth Chittery of Elawa year or the Tenth day of May in the year of Christ One thousand eight hundred and Eight with interest at the rate of Twelve per Cent per Annum By means whereof and according to the Custom aforesaid of such Hindoos the said Rangappa became liable to pay to the said Moottia

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 Rangappa in Consideration thereof afterwards to wit on the said Seventeenth day of February in the year One thousand eight hundred and eight aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Moottia 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 afterwards (to wit) on the Tenth day of September in the year of Christ One thousand eight hundred and Twelve at Madras aforesaid the said Rangappa was indebted to the said Moottia in the Sum of eight hundred Star Pagodas of the Current money of Madras for interest accrued and become due upon and for the forbearance of divers large Sums of money before that time and then due and owing from the said Rangappa to the said Moottia and by the said Moottia forborne for divers long Spaces of time then elapsed at the Special instance and request of the said Rangappa And being so indebted the said Rangappa 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 Moottia to pay him the said last mentioned

Sum

not yet paid the said Several Sums of money or any or either of them or any part thereof to the Said Moottia (although so to do the said Rangappa was requested by the said Moottia 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 Moottia this said Rangappa hath hitherto wholly refused and still doth refuse - To the damage of the said Moottia of Eighty hundred Star Pagodas and therefore he brings his Suit &c.

Cognovit filed 4 Oct. 1813 D.S.

Judgment by Confession -

And the said Rangappa by Robert Waller Poe his attorney comes and defends the wrong and injury when &c and says that he cannot deny the said Action of the said Moottia nor but that he the said Rangappa did undertake and promise in manner and form as the Moottia hath above thereof complained against him nor but that the said Moottia hath sustained damage by occasion of the nonperformance by the said Rangappa of his Several promises and undertakings in the plaints mentioned to the Sum of Five hundred and Seventy four Pagodas and one fanam (parcel of the damages by the Plaints Supposed) over and

charges by him about his Suits in this behalf
expended and thereupon the said Mootia relinquish-
-ing the residue of the damages in the plaint
mentioned prays judgment for the said Sum of
Five hundred and Seventy four Pagodas and one
fanam &c as aforesaid confessed and for his
said Costs and charges - It is therefore considered
and adjudged that the said Mootia recover against
the said Rangappa his damages aforesaid to the
said Sum of Five hundred and Seventy four
Pagodas and one fanam and that the said Ran-
-gappa pay to the said Mootia for his said
Costs and Charges the Sum of Ninety four
Pagodas and Sixteen fanams which damages Costs
and charges amount to Six hundred and Sixty
eight Pagodas and Seventeen fanams and the
said Rangappa in Mercy &c

Judgment Signed
for the Plaintiff
the fourth day of
Oct. 1813.
J. Shaw
D.J. Courts

and thereupon the said Mootiah
Chitty by William Light his attorney prays the Writ
of our Lord the King of Five Fanams 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 Tam-
-janoor Rungappa Chitty within the jurisdiction
of

Fourth Term 1813.

Okaunts in Debt
Filed 29th June 1812
J.S.

Madras to wit - Zuhoor ud deen Khan and Gulaum Abbed Khan Sons of Hakeem Ahmed Khan Bahander deceased who was in his Life time a Mahomedan Inhabitant of Madras and Sahebnee Sahebah the widow of the said Hakeem Ahmed Khan (which said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah are the Heirs and Successors Entitled by Rights of Inheritance and Participation to the Estate which was of the said Hakeem Ahmed Khan Bahandir deceased at the time of his Death who died Intestate) by Daniel Neale their Attorney Complain of Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung a Mahomedan Inhabitant of Madras and at such a Person Subject to the jurisdiction of this Honorable Court of a Plea that he render to the said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah Star Pagodas Four Thousand two hundred and Ninety Six of the Current Money of Madras which he unjustly detains from them For that the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung on the Eighth day of the Month Shawaul in the year One thousand two hundred and thirteen of the Mahomedan Hijree agreeing with the Sixteenth day of March in the year of Christ One thousand Seven hundred and ninety nine to wit at Madras by his certain writing Obligatory in the Persian Language with his Seal and to the Court here

now shewn the date whereof is on this day and year of the Mahomedan Computation agreeing with the day and year of the Christian Computation above mentioned acknowledged that he had received as a Loan for his necessity from the said Bakeem Ahmed Khan Bahander the Sum of Two thousand Star Pagodas the half of which was One thousand Pagodas for which the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung did thereby agree to pay the said Sum of Two Thousand Star Pagodas with Interest at the rate of one Pagoda per cent per Months in the Space of one Month And the said Zuhooroodeen Khan Gulaum Ahhed Khan and Sahebnee Sahebah in fact say that there became and was at the Expiration of the said Space of one Month mentioned in the said writing Obligatory (that is to say) on the eighth day of the Month Zulchad in the year One thousand Two hundred and thirteen aforesaid of the Mahomedan Hejree date and owing to the said Bakeem Ahmed Khan Bahander in his life time by virtue of the said writing Obligatory for Principal and Interest monies thereby made payable the Sum of Two thousand and Twenty Pagodas to wit at Madras And that the said Ameer ul Dowlah Abdul Kauder Khan Bahander

Bahander Ameer jung did not either on the said
Eighth day of the said Month Zilchad in the year
of the Mahomedan Hejeree aforesaid or at any time
thereafter in the life time of the said Bakum Ahmed
Khan Bahander pay to the said Bakum Ahmed
Khan Bahander the said Sum of Two Thousand and
Twenty Pagodas or any part thereof and that the
same Sum of Two thousand and twenty Pagodas
remained wholly due owing and unpaid at the
time of the Death of the said Bakum Ahmed
Khan Bahander By reason whereof an Action
hath accrued to the said Zuhoor ud deen Khan
Gulaum Abbed Khan and Sahebnee Sahebah
Heirs and Successors as aforesaid to Demand and
have of and from the said Ameer ul Dowlah
Abdul Kaudar Khan Bahander Ameer jung the
said Sum of Two Thousand and twenty Pagodas
(Parcel of the said Sum of Five thousand Two
hundred and ninety Six Pagodas above demanded)
And For that the said Ameer ul Dowlah Abdul
Kaudar Khan Bahander Ameer jung on the
same Eighth day of the Month Shawaul in the
year One thousand Two hundred and thirteen
aforesaid of the Mahomedan Hejeree agreeing with
the said Sixteenth day of March in the year of
Christ One thousand Seven hundred and ninety
nine aforesaid at Madras by his certain other

Fourth Term 1813. —

writing Obligatory in the Persian language Sealed
with his Seal and to the Court here now Shewn the
Date whereof is the day and year of the Mahomedan
computation agreeing with the day and year of the
Christian computation lastly above mentioned Acknowledged
that he had received as a loan for his necessity from
the said Akeem Ahmed Khan Bahander the Sum of
Two Thousand Star Pagodas the half of which was one
thousand Pagodas for which the said Ameer ul
Dowlah Aboul Kauder Khan Bahander Ameer jung
did by the last mentioned writing Obligatory agree to
pay the said Sum of Two thousand Star Pagodas
last mentioned with Interest at the rate of one Pagoda
per cent per Mensem in the space of one Month and
the said Zuhoor ud deen Khan Gulaum Abbed Khan
and Sahebnee Sahebah in fact say that the said Ameer
ul Dowlah Aboul Kauder Khan Bahander Ameer jung
did not in the said space of one Month last mentioned
nor at any time thereafter in the life time of the said
Hakeem Ahmed Khan Bahander pay the said Sum of
Two thousand Pagodas last mentioned or any part
thereof and that at the time of the Death of the
said Hakeem Ahmed Khan Bahander there remained
and was due and owing to the said Hakeem Ahmed
Khan Bahander for Principal and Interest by
virtue of the said writing Obligatory last mentioned
the Sum of Star Pagodas Three Thousand two
hundreds and Seventy six to wit at Madras —

By

By reason whereof an action hath accrued to the said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah to Demand and have of and from the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung the said Sum of Star Pagodas Three thousand two hundred and Seventy Six residue of the said Sum of Star Pagodas Five thousand two hundred and ninety Six above demanded yet the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung (altho often requested &c.) hath not paid the said Sum of Star Pagodas Five thousand two hundred and ninety Six above demanded or any part thereof to the said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah Heirs and Successors as aforesaid or to any or either of them But to pay the same the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung hath hitherto wholly refused and still doth refuse To the Damage of the said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah Heirs and Successors as aforesaid of Five thousand Star Pagodas and therefore they bring their Suit &c.

And afterwards that is to say on the Twenty eighth day of June in the Vacation of the Second Term of the same year One thousand eight hundred and thirteen until

Imperlance

which day the said Ameer ul Dowlah abdul
Kauder Khan Bahauder Ameer jung had leave
to impark to the said Plaint and them to
answer the same came as well the said Zuhoor
ud deen Khan Gulaam Abbid Khan and
Sahebnee Sahebah by their Attorney as the said
Ameir ul Dowlah abdul Kauder Khan Bahauder,
Ameer jung — And the said Ameir ul Dowlah
Abdul Kauder Khan Bahauder Ameer jung defends
the wrong and injury when &c. — And Saith that
Plea Filed 28th June 1813 — J.S. the said writing Obligatory in the said Plaint
mentioned is not his Deed and of this he
puts himself upon the Court &c. —

And the said Zuhoor ud deen
Replication Filed 5th July 1813 J.S. Khan Gulaam Abbid Khan and Sahebnee
Issue joined Sahebah do the like &c. —

And now in this Third Term
Plaintiff Nonsuited in the year of our Lord One thousand eight hundred
and thirteen that is to say on the Twenty Sixth day
of August in that year until which day was
given as well to the said Zuhoor ud deen Khan
Gulaam Abbid Khan and Sahebnee Sahebah as
to the said Ameir ul Dowlah Abdul Kauder
Khan Bahauder Ameer jung to inform the Court

of the premises come the said parties by their respective attornies aforesaid and the said justices having heard the Allegations of the respective parties and examined the 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 Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah being solemnly called come not nor do they further prosecute their said Plaint against the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung Therefore it is considered that the said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah take nothing by their said Plaint but that they and their pledges to prosecute be in mercy &c. and that the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung go thereof without day and it is further considered by the Court here that the said Ameer ul Dowlah Abdul Kauder Khan Bahander Ameer jung do recover against the said Zuhoor ud deen Khan Gulaum Abbed Khan and Sahebnee Sahebah the Sum of one hundred and forty Seven Pagodas and thirty eight fanams for his Costs and Charges by him laid out about his defence in this behalf by the Court now here agreed to the

Judgment Signed for the Defendant the 28. Day of October 1813.
S Flaw
Dy Rothy

said Ameer ul Dowlah abdul Kauder Khan
Bahauder Ameer jung and with his assent and
that the said Ameer ul Dowlah abdul
Kauder Khan Bahauder Ameer jung have
Execution &c.

Fourth Term 1813

1813

Assignment Roll

Fourth Term Section

No 13—

Fourth Term 1813.

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 thirteen. ——

Madras ff John Doe on the demise of Coltattore Ramasawmy Moodelliar puts in his place Robert Orme his attorney against Vallattah in a plea of Trespass on the case and Ejectment. ——

Madras ff The said Vallattah puts in her place John Carruthers her attorney at the Suit of the said John Doe in the plea aforesaid. ——

Madras ff Be it remembered that in the First Term in the year of our Lord One thousand eight hundred and thirteen before the Supreme Court of judicature at Madras came John Doe on the demise of Coltattore Ramasawmy Moodelliar by Robert Orme his attorney and brought into the said Court then there his certain plaint against the said Vallattah in a plea of Trespass on the case and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Fenn which said Plaint follows in these words that is to say. ——

Fourth Term 1813

Amended Plaint in Ejectment filed 9th February 1813 D.S.

Madras ss. John Doe by Robert Orme his attorney complains of Valattah being an Inhabitant of Madras and Subject to the jurisdiction of this Honble Court For that whereas Collattore Raumasawmy Moodelliar heretofore to wit on the Fifth day of June in the year of Our Lord One Thousand eight hundred and Twelve had demised granted and to farm let to the said John Doe Three Messuages Three out houses and Five Gruvies of land with the appurtenances situate lying and being at Peddoo Naigs Pettah in the Street of Nungapah Mastry 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 Fourth day of June 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 the said Valattah afterwards to wit on the Fifth day of June in the year aforesaid with Force and Arms &c. entered into the said Tenements with the appurtenances and in the possession of the said John Doe

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 possession thereof and other injuries to him then
and there did against the peace of our Lord the
now King and to the Damage of the said John
Doe of Two thousand Star Pagodas and therefore he
brings Suit &c. —

Consent Rule to appear and Plead filed 8th Feby 1813 J.S.

And afterwards that is to say in the
same First Term in the said year One thousand
eight hundred and thirteen came the said Valattah
by John Burruthers her Attorney and defends the force
and injury when &c. and says that She is not
guilty of the said supposed Trespasses and Eject-
-ments above laid to her charges or of any part
thereof in manner and form as the said John
Doe hath above thereof complained against her
and of this she the said Valattah puts herself
upon the Court &c. And the said John Doe
doth the like. —

Plea filed 15th February 1813. J.S.

Issue Joined

Judgment for the Defendant for the Pltff.

Afterwards in this Third Term
in the year One thousand eight hundred and
Thirteen that is to say on the Seventh day of
August before the Justices of the said Supreme

Court came as well the said John Doe by his
attorney aforesaid as the said Valattah by her attorney
aforesaid And the said justices having heard the
allegations of the respective Parties and duly con-
sidered their Evidence do find that the said Valattah
is guilty of the Trespass and Ejectment above laid
to her charge in manner and form as the said John
Doe hath above thereof Complained against her and
they assess the Damages of the said John Doe by
occasion of the Premises at the Sum of one Star
Pagoda besides his Costs and Charges by him about
his Suit in this behalf expended It is therefore
considered that the said John Doe do recover against
the said Valattah his said Term yet to come
of and in the Tenements aforesaid with the appurtenan-
ces and his said Damages together with his Costs
and charges by the Court now here adjudged
which said Costs and Charges Amount to one
hundred and Ninety two Star Pagodas and Twenty
four Fanams and the said Valattah in Custody
&c. And hereupon the said John Doe prays the Writ
of our Lord the King to be directed to the Sheriff
of Madras to cause him to have possession of his said
Term yet to come of and in the Tenements aforesaid
with the appurtenances and it is granted

Judgment Signed
for the Sum of the
Plaintiff the 29th
day of October 1813.
J Shaw
Dy Prothy

Fourth Term 1813.

Writs of Possession issued on the 19th day of Oct 1813-

returnable here on the Twenty Sixth day of October instant —

Phas-

Fourth Term 1813

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 at a Term of the Fourth Term in the year One thousand eight hundred and thirteen. ——

Madras to wit } Devaurracah Dass puts in his place Gilbert Ricketts his attorney against Kistnaundaursary Parumaul Chitty in a Plea of Trespass on the case. ——

Madras to wit } The said Kistnaundaursary Parumaul Chitty in his own proper persone at the Suit of the said Devaurracah Dass in the plea aforesaid. ——

Madras to wit } Be it remembred that in the Vacature after the Fourth Term in the year of Christ One thousand eight hundreds and Twelve before the Supreme Court of judicature at Madras came Devaurracah Dass by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against the said Kistnaundaursary Parumaul 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. ——

Fourth Term 1852

Plaintiff's Declaration filed 24th January 1852 J.S.

Madras to wit— Devauracah Dass Gilbert Ricketts his attorney complains of Kistnan=dausary Parrimaul Chitty being a Hindoo Inhabitant of Madras and liable to the jurisdiction of this Honorable Court in a Plea of Trespass on the case For that whereas the said Kistnandausary Parumaul Chitty heretofore to wit on the Eighth of Alpesy of Sorckla year of the Hindoos Corresponding to the Eighteenth day of October in the year of Christ One thousand Eight hundred and nine at Madras aforesaid according to the usages of the Hindoos made his certain= note in writing in the Malabar Language bearing date the same day and year last aforesaid and thereby then and there promised to pay on or before the Tenth day of November in the year of Christ One thousand eight hundred and Ten to the said Devauracah Dass the Sum of Four hundreds and Thirteen Star Pagodas of the Current Money of Madras with Interest at the rate of nine per Cent per annum By means whereof the said Kistnandausary Parumaul Chitty became liable to pay to the said Devauracah Dass the said Sum of Four hundreds and Thirteen Star Pagodas and interest at the rate aforesaid According to the tenor and effect of the said note And being

being so liable he the said Kistnaudaulary Parumaul
Chitty in consideration thereof afterwards to wit on the
same day and year last aforesaid at Madras aforesaid
undertook and to the said Devauracah Doss then
and there faithfully promised to pay him the said
Sum of Four hundred and Thirteen Star Pagodas and
Interest at the rate aforesaid according to the Tenor
and effect of the said Note And Whereas one Paramau-
nanda Madah and one Rangasvara Pandea before
and at the times of making the promise and undertaking
of the said Paramaul hereafter next mentioned were
indebted to the said Devauracah Doss in a certain
Sum of money to wit the Sum of Four hundred
and Thirteen Star Pagodas of the Currency aforesaid
to wit at Madras aforesaid and thereupon heretofore
to wit on the Eighteenth day of October in the year
of Christ One thousand eight hundred and nine
in consideration of the premises and that the said
Devauracah at the special instance and request of
the said Parumaul would forbear and give time to
the said Paramaunanda Madah and Rangasvara
Pandea for the payment of the last mentioned
Sum of Four hundreds and Thirteen Star pagodas
until the Tenth day of November One thousand
eight hundreds and Ten he the said Parumaul
undertook and then and there faithfully promised-

the said Devauracah Doss to pay him the said last mentioned Sum of money with Interest at the rate of nine per Cents per annum on the day and year last mentioned. And the said Devauracah Doss avers that he confiding in the last mentioned promises and undertakings of the said Parumaul so made as aforesaid did forbear and give time to the said Paramaunanda Madah and Rayas=vara Pandea for the payment of the last mentioned Sum of money until the said Tenth day of No=vember One thousand eight hundred and Ten to wit at Madras aforesaid whereof the said Parumaul afterwards to wit on the same day and year last aforesaid then had notice and thereby and according to the tenor and effect of the said last mentioned promise and undertaking he the said Parumaul became liable to pay to the said Devauracah Doss the said last mentioned Sum of money with Interest as aforesaid on the day and year last mentioned to wit at Madras aforesaid - And whereas also the said Parumaul afterwards to wit on the First day of January in the year of Christ One thousand eight hundred and Twelve at Madras aforesaid was indebted to the said Devauracah Doss

in

in other Sum of One thousand Pagodas of like
Current money of Madras for so much money by
the said Devanacah Doss before that time lent out
expended and paid for the said Paramaul at his
Special instance and request and being so indebted
he the said Paramaul 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 Devanacah Doss to pay him
the said last mentioned Sum of money when he the
said Paramaul should be thereto afterwards requested.
And whereas also the said Paramaul afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid was indebted to the said Devanacah
Doss in other Sum of One thousand Pagodas of like
Current Money for so much money by the said
Paramaul before that time had and received
to the use of the said Devanacah Doss and
being so indebted he the said Paramaul in con-
sideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Devanacah Doss to pay him the said
last mentioned Sum of Money when he the said
Paramaul should be thereto afterwards requested -

And whereas also the said Parumaul afterwards to wit on the same day and year last aforesaid at Madras accounted with the said Devauracah Doss of and concerning divers other Sums of money before that time due and owing from the said Parumaul to the said Devauracah Doss and then being in arrear and unpaid and upon that accounting the said Parumaul was then and there found to be in arrear and indebted to the said Devauracah Doss in the further Sum of One thousand Pagodas of like Current money of Madras And being so found in arrear and indebted he the said Parumaul 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 Devauracah Doss to pay him the said last mentioned Sum of money when he the said Parumaul should be thereto Afterwards requested yet the said Parumaul 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 Devauracah Doss in this behalf hath not yet paid the said several Sums of money or the Interest in the first and Second Counts respectively mentioned or any or either of them

or any part thereof to the said Devanracah Doss or the said several Sums of money in the three last Counts mentioned or any or either of them or any part thereof / although to pay the said Sums of money with Interest in the two first Counts mentioned the said Paramaul was requested by the said Devanracah Doss on the Tinth day of Novimbir One thousand eight hundred and Ten and to pay the said Sums of Money in the three last Counts mentioned was often requested by the said Devanracah Doss 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 Devanracah Doss the said Paramaul hath hitherto wholly refused and still doth refuse to the damage of the said Devanracah Doss of One thousand Star Pagodas and therefore he brings Suit &c.

Trial Exparte

Judgment for the Plaintiff on a Verdict in Assumpsit

And now in this Third Term in the year of Christ One thousand eight hundred and Twelve that is to say on the Fifth day of August in that year untill which day was given as well to the said Devanracah Doss as to the said Kistnaundaswy Paramaul Chetty

to inform this Court of the premises comes the said Devanracah Dofs by his Attorney aforesaid and the said Kistnaudaudary Permaul Chetty although Solemnly demanded comes not and the said Justices having heard the allegations of the Party Plaintiff and Examined the truths thereof and duly considered the Evidence produced on the part of the said Plaintiff say that the said Kistnaudaudary Permaul Chetty did undertake and promise in manner and form as the said Devanracah Dofs hath above & thereof complained against him and they assess the damages of the said Devanracah Dofs on occasion of the non-performance of the said promises and undertakings aforesaid over and above his costs and charges by him about his Suits in this behalf expended to Five hundreds and Twenty Seven Pagodas and Thirty nine Fanams and for those costs and charges to one hundreds and Forty Seven Pagodas and Nine Fanams Therefore it is considered that the said Devanracah Dofs do recover against the said Kistnaudaudary Permaul Chetty his said Damages costs and charges in form aforesaid assessed which his said damages costs and charges in the whole amount to Six hundreds and Seventy five Pagodas and Three Fanams and the said Kistnaudaudary Permaul Chetty in Mercy &c.

Judgment Signed for the Plaintiff the twenty Seventh day of October 1813
P. Shaw
D'Wroth.

(Mercy-

and

Fourth Term 1813

And thereupon the said Davauracah Dofs by Gilbert Ricketts 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 pirsonal of the said Kistnaudaisary Penumaul Chetty within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of Six hundred and Seventy five Pagodas and three fanams which the said Davaraucah Dofs recovered against the said Kistnaudaisary Penumaul Chitty for damages which he hath sustained as well by occasion of the non-performance of certain promises and undertakings lately made by the said Kistnaudaisary Permaul Chitty to the said Davanracah Dofs 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 Seventh day of November next -

Writ of Fiere Facias issued against the effects Goods in the 27th day of Octr. 1813. —

Pleas

Fourth Term 1813 —

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 hundreds and thirteen

Madras ff

Nettapaukom Etchu Iyar puts in his place Robert Orme his Attorney against Manemungalam Boormasawmy and Rookmany Ammaul in a Plea of Trespass on the Case. ——

Madras ff

The said Manemungalom Boormasawmy and Rookmany Ammaul put in their place Daniel Neale their Attorney at the Suit of the said Nettapaukom Etchu Iyar in the plea aforesaid. ——

Madras ff

Be it remembered that in the First Term in the year of Christ One thousand eight hundreds and thirteen before the Supreme Court of Judicature at Madras came Nettapaukom Etchu Iyar by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against the said Manemungalum Boormasawmy and Rookmany Ammaul in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say. ——

Madras

Fourth Term 1813.

Plaint in assumpsit
Filed 8th Feby 1813

Madras ss Nettapaukom Etchu Iyar by Robert Orme his Attorney complains of Menemangalam Coormasawmy and Rockmany Ammaul being respectively Hindoo Inhabitants of Madras and subject to the jurisdiction of this Honorable Court For that whereas the said Manemangalam Coormasawmy and Rockmany Ammaul heretofore to wit on the Tenth Viauky of Anythurada year of the Hindoos corresponding with the Twenty first day of May in the year of Christ One thousand eight Hundred and Twelve at Madras aforesaid according to the usage and Custom of Hindoo Natives of India made their certain Note in writing in the Malabar Language bearing date the day and year aforesaid and thereby then and there acknowledged that in consequence of urgent occasion they had that day mortgaged to him the said the said Nettapaukom Etchu Iyar their house and Ground with Buildings Situated at Peddy Naicks Pata in the Street of Govindappa Naicken in East line between the Bounds of Naccancawra Pon=nappa Moodelly and Vencatatha Moodelly together with the Certificate bearing Number Two thousand and Seventy three and borrowed and received of him the said Nettapaukum Etchu Iyar the Sum of one Hundred and thirty Star Pagodas Current money of Madras which Sum they the

Fourth Folio 1813

Manemangalam Coormasawmy and Rocknamy—
Coormasawmy and Rocknamy Ammaul did thereby
engage to repay him the said Nettapaukom Etchu
Iyar on or before the Twenty first day of November then
next 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 said usage and Custom of Hindoo Natives of
India the said Manemangalam Coormasawmy and
Rocknamy Ammaul became liable to pay to the—
said Nettapaukom Etchu Iyar 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 they the said
Manemangalam Coormasawmy and Rocknamy—
Ammaul in consideration thereof afterwards to wit on
the Same day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Nettapaukom Etchu Iyar to pay him
the said Sum of Money in the said Note Specified
with the Interest thereon according to the tenor
effect of the said Note and whereas also the
said Manemangalam Coormasawmy and Rocknamy
Ammaul afterwards to wit on the Twenty fourth
day of November in the year aforesaid at Madras
aforesaid were indebted to the said Nettapaukom
Etchu—

Etchu Iyar in the Sum of Three Hundred Star Pagodas
of the like Current money of Madras for so much
money by the said Nettapaukom Etchu Iyar before
that time lent and advanced to the said Manneman-
=galam Coormasawmy and Rockmany Ammaul and
at their special instance and request and being so
indebted they the said Manemangalam Coormasawmy
and Rockmany Ammaul in Consideration thereof
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and a-
=thus and there faithfully promised the said Netta-
=paukom Etchu Iyar to pay him the said last
mentioned Sum of money when they the said Mane-
=mangalam Coormasawmy and Rockmany Ammaul
should be thereunto afterwards requested and whereas
also the said Manemangalam Coormasawmy and
Rockmany Ammaul afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
accounted with the said Nettapaukom Etchu Iyar of
and Concerning divers other Sums of money before
that time due and owing from the said Maneman-
=galam Coormasawmy and Rockmany Ammaul to
the said Nettapaukom Etchu Iyar and then
being in arrear and unpaid and upon that
accounting the said Manemangalam Coormasawmy
and Rockmany Ammaul were then and there
found to be in arrear and indebted to the

said Nettapaukom Etchu Iyar in the further Sum of Three hundreds Star Pagodas of like Current money and being so found in arrear and indebted they the said Manemangalam Coormasawmy and Roockmany Ammaul 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 Nettapaukom Etchu Iyar to pay him the said last mentioned Sum of money when they the said Manemangalam Coormasawmy and Roockmany Ammaul should be thereunto afterwards requested yet the said Manemangalam Coormasawmy and Roockmany Ammaul not regarding their said several promises and undertakings so by them made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Nettapaukom Etchu Iyar in this behalf have not nor hath either of them (altho often requested &c) yet paid the said several Sums of money or either of them or any part thereof but the said Manemangalam Coormasawmy and Roockmany Ammaul to pay the same or any part thereof to the said Nettapaukom Etchu Iyar have and each of them hath hitherto wholly refused and still do and each of them still doth refuse — To

the

Fourth Term 1813

the Damage of the said Nettanpankom Etchu
Iyar of Three Hundreds Star Pagodas and therefore
he brings his Suit &c

And afterwards that is to
say in the Fourth Term of the same year
one thousands eight hundreds and thirteen untto
which term the said Manemangalam Coormasawmy
Imparlance and Rookmany Ummall had leave to impard
to the said Plaint and then to answer the same
came as well the said Nettapanckom Etchu Iyar
by his Attorney as the said Manemangalam
by their attorney
Coormasawmy and Rookmany Ummall; And
the said Manemangalam Coormasawmy and
Rookmany Ummall Defend the wrong and
Plea Filed 24th Sept 1813 Injury when &c and Say that they did not
undertake or Promise in manner and form as
the said Nettapanckom Etchu Iyar hath above
thereof complained against them and of this
they put themselves upon the Court &c - And
issue joined the said Nettapanckom Etchu Iyar doth the
like

And now in this Fourth
judgment for the plaintiff on a Verdict in assumpsit - Term in the year One thousand eight hundreds
and Thirteen that is to say on the Fourteenth day of

day of August to which day was given as well to
the said Nettapaukom Etchu Syar as to the said
Manimangalom Coirmasawmy and Rockmany Ammall
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 did examine
the truth thereof and duly and deliberately considered
the Evidence on both sides say that the said Ma-
=nemangalom Coormasawmy and Rockmany
Ammaul did promise and undertake in manner
and form as the said Nettapaukom Etchu Syar
hath above thereof complained against them and
they assess the Damages of the said Nettapaukom
Etchu Syar on occasion of the premises besides
his Costs and Charges by him about his Suit
in this behalf expended at one hundred and
Fifty Two Pagodas and Nine fanams Therefore
it is considered that the said Nettapaukom
Etchu Syar do recover against the said Ma-
=nemangalom Coormasawmy and Rockmany
Ammaul his Damages aforesaid in form
aforesaid assessed and also one hundreds and
Fifty Six Pagodas and Two fanams for his
Costs and Charges by the said Court now
here adjudged to the said Nettapaukom
Etchu

Judgment Signed for the Plaintiff the twenty Seventh day of October 1813 -
I Shaw
Dy Prothy

Etcha Iyer with his Joint which said Da-
-mages Costs and Charges in the whole
Amount to Thra hundred and eight Pagodas
and fourteen fanams and the said Manemen-
-galom Coormasawmy and Rockmany Ammaul
in Mercy &c. ——— Mercy

and hereupon the said
Nettapaukom Etcha Iyer by Robert Orme
his attorney prays the writ of our Lord the
King of Five Facas 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 Manemangalom
Corma Sawmy and Rockmany Ammaul within
the jurisdiction of this Court by Seizure and
if it be necessary by Sale thereof the Sum
of three hundred and eight Pagodas and
fourteen fanams which the said Nettapaukom
Etchu Iyer recovered against the said
Manemangalom Corma Sawmy and Rockmany
Ammaul for damages which he hath sustained
as well on occasion of the non performance

Fourth Term 1813

of certain promises and Undertakings lately made by the said Manemangalom Somma Sayny and Rockmany Ummall to the said Nellapnickan Atchu Iyer as for Costs and charges by him about her said Suit in that behalf expended - And it is granted unto him returnable here on the Twenty Seventh day of November next -

Writ of Fieri Facias issued against the Defts goods on the 27th day of Octr 1813

Pltfs

Fourth Term 1813 —

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice the Honble Sir Francis Macnaghten Knight and the Honble Sir John Henry Newbolt Knight Puisne justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the year One thousand eight hundred and Thirteen —

Madras to wit — Terrochedambalam Soobaroya Pillay puts in his place William Light his attorney against Malayalum Nacodah Comyo purredo Comyo in a plea of Debt. ——

Madras to wit — The said Mayalayalum Nacodah Comyo Purredoo Comyo in his order proper person at the Suit of the said Terrochedambalam Soobaroya Pillay 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 thirteen before the Supreme Court of judicature at Madras came Terrochedambalam Soobaroya Pillay by William Light his attorney and brought into the said Court then there his certain plaint against the said Mannemungalum Nacodah Comyo Purredoo Comyo in a Plea of Debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follow in these words — that is to say ——

Madras

[redacted]

1813.

Assessment Roll

of

Lot 14

Fourth Term 1813

Plaint in Debt
Filed 27th augustt 1813
J.S.

Madras /to wit/ Terroochedambalam Soobaroya Pillay by William Light his Attorney Com-plains of Malayalam Naicodah Coonjoo Purreedoo Coonjoo being an Inhabitant of Madras and a Such a person Subject to the jurisdiction of this Honorable Court of a plea that the Said Coonjoo Purreedoo Coonjoo render to the Said Soobaroya Five hundred Star Pagodas of the Current Money of Madras which the said Coonjoo Purreedoo Coonjoo owes to and detains from the said Soobaroya For that whereas on the Seventh day of April in the year of Christ One thousand eight hundred and thirteen at Madras the Said Coonjoo Purreedoo Coonjoo 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 Soobaroya in the said Five hundred Star Pagodas To be paid to the said Soobaroya when he the said Coonjoo Purreedoo Coonjoo should be thereto afterwards requested yet the said Coonjoo Purreedoo Coonjoo (although often requested &c.) hath not paid the Said Five hundred Star Pagodas above demanded or any part thereof: But he to pay the Same hath hitherto wholly refused and still doth refuse

Fourth Term 1813

To the damage of the said Soobaroya of Ten Star Pagodas and therefor he brings his Suit &c. ——

Caepovit filed 30th November 1813. JS

Judgment by Confession.

And the said Bonjoo Purreedoo Bonjoo by Robert Waller Poe his Attorney comes and defends the wrong and injury when &c. and says that he cannot deny the said Action of the said Soobaroya nor but that the said writing Obligatory in the said Plaints of the said Soobaroya mentioned is the deed of him the said Bonjoo Purreedoo Bonjoo nor but that he the said Bonjoo Purreedoo Bonjoo owed to and detains from the said Soobaroya the said Sum of Five hundred Star Pagodas above demanded in manner and form as the said Soobaroya hath above thereof complained against

And hereupon the said Soobaroya prays judgment for the said Five hundred Star Pagodas so as aforesaid confessed and for his costs and charges laid out by him about his suit in this behalf — It is therefore considered and adjudged that the said Soobaroya recover against the said Bonjoo Purreedoo Bonjoo his said debt and that the said

judgment Signed for the Plaintiff the tenth day of November 1813 — J. Shaw 97 Ounces

Fourth Term 1813—

Purredos Loonjos pay unto the said Sobarroya for
his said Costs and charges the Sum of Sixty
five Pagodas and twelve Fanams and that the
said Loonjos Purredos Loonjos be mercy &c.

Mercy—

Fourth Term 1813.

Fourth Term 1813.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice & 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 Thirteen ——

Madras ff

Mootoo Chadiappa Chitty and Narrain Chitty sons Heirs and only personal representatives of Niniah Chitty deceased put in their place Robert Orme their attorney against Moottucaura Avvodackaunah Levy and Vanpoonnah Maricanyer in a Plea of Trespass on the case ——

Madras ff

The said Moottucaura Avvodackaunah Levy and Vanpoonnah Mauricanyer in their own proper person at the Suit of the said Mootoo Chadiappa Chitty and Narrain Chitty in a Plea aforesaid ——

Madras ff

Be it remembred that in the First Term in the year of Christ One thousand eight hundreds and Twelve before the Supreme Court of judicature at Madras came Mootoo Chadiappah Chitty and Narrain Chitty by Robert Orme their attorney and brought into the said Court then there their certain plaint against the said Mootoocaura Avvodackaunah Levy and Vanpoonnah Maricanyer 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 ——

Fourth Term 1813

Plaint in Assumpsit
Filed Feby 22d 1812
G.R.

Madras ss Mootoo Chadiapah Chitty and Narrain Chitty Sons Heirs and only personal Representatives of Nanahe Chittyar late an Hindoo Inhabitants of Madras deceased according to the laws and customs of the Hindoo Natives of India by Robert Orme his Attorney complaind of Mootticaurar Avoodackaunahe Levvy and Vauponnanahe Marcaneyer being respectively Mahomedans Inhabitants of Madras and as such Subjects to the jurisdiction of this Honorable Court For that whereas the said Mootticaurar Avoodackaunahe Levvy and Vauponnanahe Marcaneyer heretofore to wit on the Thirteenth Maudy of Dooremady year of the Hindoos answering to the twenty Second day of February in the year of Christ One thousand eight hundred and two at Madras aforesaid according to the usage and customs of the Hindoo Natives of India made their certain note in writing in the Malabar language the date whereof is the day and year last aforesaid and thereby then and there acknowledged that in consequence of their urgent occasions they had that day mortgaged to him the said Nanahe Chittyar their Garden Ground and Boutique situated in the Boundary of Tandarpate on the road leading to Tevvattoreor from Mootticulpate between the Gardens of Puttoonahe and Santack the dimensions of which is therein and in the Company's grant thereof

mentioned one Cadjan Bill of Sale given by the Gramines the Gramattaur of Tandicarpita being in length and breadth as therein also is mentioned consisting of Thirteen pieces of Grounds In all pieces of Grounds Thirty Seven and Coolies One hundred and twenty and on the Mortgage of the Said Garden house Boutiques &c Tenements — and received of him the said Ninah Chittyar the Sum of One hundred and fifty Star Pagodas which Sum they the said Moottucaura Avoodachaunah Leory and Vanpoonenah Mauricayer did thereby — jointly and Separately engage to repay in the Space of Ten Months with all such Interest as Should or might become due thereon at the rate of Twelve per Cent per Annum By reason whereof and according to the usage and Custom of Such Hindoo Natives of India the said Moottucaura Avoodachaunah Leory and Vanpoonenah Mauricayer became liable to pay to the said Ninah Chittyar the said Sum of Money in the said Note mentioned with the Interest thereon according to the tenor and Effect of the said Note And being So liable they the said Moottucaura Avoodachaunah Leory and Vanpoonenah Mauricayer in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the

said

Said Ninah Chittyar in his life time to pay him the
said Sum of Money in the said Note mentioned with
the Interest thereon according to the tenor and effect
of the said Note And Whereas also the said Moottu-
=caura Avoodackaunah Levvy and Vauppooniah Mauri-
=caayer afterwards to wit on the First day of January
in the year of Christ One thousand eight hundred
and Three at Madras aforesaid were indebted to the
said Ninah Chittyar in his life time in the Sum
of Three hundred Star Pagodas of the Current Money
of Madras for so much Money by the said Ninah
Chittyar in his life time before that time lent and
advanced to the said Moottucaura Avoodackaunah
Levvy and Vauppooniah Mauricaayer at their Special
instance and request and being so indebted they the
said Moottucaura Avoodackaunah Levvy and
Vauppooniah Mauricaayer 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 Ninah Chittyar in his
life time to pay him the said last mentioned Sum
of Money when they the said Moottucaura Avoodackau-
=nah Levvy and Vauppooniah Mauricaayer should
be thereto afterwards requested - And Whereas also
the said Moottucaura Avoodackaunah Levvy and
Vauppooniah Mauricaayer afterwards to wit on
the same day and year last aforesaid at

Madras aforesaid accounted with the said Ninah Chittyar in his life time of and concerning divers other Sums of Money before that time due and owing from the said Moottucaura Avoodackaunah Levvy and Vanpoonimah Mauricauyer to the said Ninah Chittyar in his life time and then being in arrear and unpaid And upon that accounting the said Moottucaura Avoodackaunah Levvy and Vanpoonimah Mauricauyer were then and there found to be in arrear and indebted to the said Ninah Chittyar in his life time in the further Sum of Three hundred Star Pagodas of the like Current Money of Madras - And being so found in arrear and indebted they the said Moottucaura Avoodackaunah Levvy and Vanpoonimah Mauricauyer 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 Ninah Chittyar in his life time to pay him the said last mentioned Sum of Money when the said Moottucaura Avoodackaunah Levvy and Vanpoonimah Mauricauyer should be thereto afterwards requested Yet the said Moottucaura Avoodackaunah Mauricauyer not regarding their said Several promised undertakings So by them made in manner and form aforesaid

But

but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Ninah Chettyar in his life time and the said Morton Chadiapah Chetty and Narrain Chetty as such Sons Heirs and personal Representatives as aforesaid after the death of the said Ninah Chettyar in this behalf have not nor hath either of them as yet paid the said Several Sums of money or any part thereof to the said Ninah Chettyar in his life time or to the said Morton Chadiapah Chetty and Narrain Chetty Sons Heirs and personal Representatives as aforesaid since the death of the said Ninah Chettyar (although often requested so to do) But they the said Morttucawra Avoodackan-nah Lowry and Vanpoonnah Maurcawyer so to do 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 Morton Chadiapah Chetty and Narrain Chetty Sons Heirs and personal Representatives as aforesaid of Three hundred Star Pagodas and therefore they bring their Suit &c.

Tried Exparte - judgment for the Plaintiff on a Verdict in assumpsit

And now in this Third Term in the year One thousand eight hundred and Twelve, that is to say in the eighteenth day of July to which day was given as well to the

said Mootoo Chadiapah Chetty and Narrain Chetty
=to the said Mootticaurah Avoodackaunah Levy
and Vaupoonnah Mauricauyer and the said Mootti-
=caurah Avoodackaunah Levy and Vaupoonnah
Mauricauyer say nothing in bar or preclusion of the
said Action of the said Mootoo Chadiapah Chetty
and Narrain Chetty by which the said Mootoo
Chadiapah Chetty and Narrain Chetty remain therein
undefended against the said Mootticaurah Avoodacka-
=nah Levy and Vaupoonnah Mauricauyer for
which the said Mootoo Chadiapah Chetty and
Narrain Chetty ought to recover their damages by
occasion of the premises and afterwards to wit
on the Twenty eighth day of July in the Term
last aforesaid the said Court having diligently
enquired what damages the said Mootoo
Chadiapah Chetty and Narrain Chetty have
sustained as well by the means aforesaid as
for their Costs and charges by them about
their Suit in this behalf expended do find and
assess that the said Mootoo Chadiapah Chetty
and Narrain Chetty have sustained Damages
by occasion of the premises over and above their
Costs and charges to Three hundred Star
Pagodas and for those Costs and charges
to one hundred and twenty Pagodas and

forty

Judgment signed for the Plaintiffs the eighteenth day of November 1813.
I. Shaw
By Power

forty four fanams Therefore it is considered that the said Mootoo Chadiapah Chetty and Narrain Chetty recover against the said Mootucaurah Avvodackaunah Lavry and Vaupoonah Marcanayer their Damages and Costs aforesaid by the Court aforesaid found and adjudged which Damages in the whole amount to four hundred and thirty four Pagodas and Seven fanams And the said Mootucaurah & Avvodackaunah Lavry and Vaupoonah Maricanyer in Mercy &c.

Mercy.

And hereupon the said Mootoo Chadiappia Chetty and Narrain Chetty Sons Heirs and only personal representatives of Ninah Chettyar deceased by Robert Orme their Attorney pray the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses, Lands, Debts and other Effects real and personal of the said Mootocaurra & Avvodackaunah Lavry and Vaupooniah Maricanyer within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of Four hundred and thirty four Pagodas and Seven fanams which

which the said Mootoo Chadiappa Chitty —
and Narrain Chitty recovered against the
said Monttucaura Avvodackaunah Levvy and
Vanpoominah Maricanyer for damages which
he hath sustained as well on occasion of
the non performance of certain promises
and undertakings lately made by the —
said Mootoocaura Avvodackaunah Levvy
and Vanpoominah Maricanyer to the
said Mootoo Chadiappa Chitty and —
Narrain Chitty as for Costs and charges
by them about their Suit in that behalf
expended — And it is granted unto him
returnable here on the eighteenth day of
December next. —

Writ of Fieri
Facias issued against
the Defendts Goods
on the 18th day of
November 1813

Fourth Term 1813

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 Thirteen ——

Madras to wit. Cottah Talesinga Chitty puts in his place James Morris his attorney against Mootoo pillay Cotoo=linga Naick in a Plea of Debt ——

Madras to wit. The said Mootoo pillay Cotootinga Naick in his own proper person at the Suit of the said Cottah Talesinga Chitty in the Plea aforesaid ——

Madras to wit. Be it remembred that in the Vacation after the Fourth Term in the year of Christ One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Cottah Talesinga Chitty by James Morris his attorney and brought into the said Court then there his certain Plaint against the said Mootoo pillay Cotootinga 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.

Fourth Term 1813

Plaint. in Debt -
Filed 10th Nov. 1813

Madras to wit Cattah Talesinga
Chitty & James Morris his attorney Complains
of Mootoopillay Cotoolinga Naick who is a Hindoo
Inhabitant of Madras and as such a person
Subject to the jurisdiction of this Honorable Court
of a plea that this said Mootoopillay Cotoolinga
render to the said Talesinga Six thousand Star
Pagodas of the current money of Madras which
the said Mootoo pillay Cotoolinga owes to and
detains from the said Talesinga For that whereas
heretofore (to wit) on the fourth day of March in
the year of Christ One thousand eight hundred
and Twelve at Madras the said Mootoo pillay
Cotoolinga 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 Talesinga in the said Six thousand
Star Pagodas to be paid to the said Talesinga
when he the said Mootoopillay Cotoolinga Should
be thereto afterwards requested And the said
Talesinga in fact Saith that the said writing
Obligatory was and is Subject to a certain
Condition in writing thereunto Subjoined whereby

it

it is declared that the same writing Obligatory
should be void and of no effect if the said
Mootoo pellay Catoolinga or his Heirs Executors or
Administrators should well and truly pay or Cause
to be paid unto the said Talelinga or his Executors
Administrators Representatives or Assigns the full
and just Sum of Three thousands Star Pagodas
and interest thereon at the rate of nine per Cent
per Annum by certain portions and at certain
times in and by the same Condition Specified
(that is to say) the Sum of one thousand Star
Pagodas and interest thereupon at the expiration
of two Calendar Months from the date of the
said writing Obligatory - The further Sum of Five
hundred Pagodas and the Interest thereupon
on the fourth day of September next ensuing the
date of the same writing Obligatory the further
Sum of Five hundred Pagodas and the interest
thereupon on the fourth day of March which
would be in the year of Christ One thousand
eight hundred and thirteen - The further Sum of
Five hundred Pagodas and the interest thereupon
on the fourth day of September in the same year
One thousand eight hundred and thirteen —
And the further Sum of five hundred Pagodas

and the interest thereupon being the residue of and in full for the said Sum of three thousand Pagodas and interest on the fourth day of March which would be in the year One thousand eight hundred and fourteen - but that if Default should be made in the discharge of any one or more of the same instalments then the same writing Obligatory should remain and be in full force and virtue - And the said Talesinga further Saith that after the making of the said writing Obligatory and before the first[illegible] of the plaint of him the said Talesinga in this behalf to wit on the fourth day of May in the year of our Lord One thousand eight hundred and Twelve a great part of the said Sum of three thousand Star Pagodas and interest mentioned in the condition aforesaid to the said writing Obligatory to wit the Sum of one thousand and fifteen Star Pagodas being for the principal instalment of one thousand Star Pagodas and interest thereupon at the rate aforesaid became and was payable and due according to the said condition from the said Mootoo pelley Catrolenga to the said Talesinga whereof the said Mootoopelley Catrolenga afterwards to wit on the day and year last aforesaid at Madras aforesaid had notice and also that after the making of the same writing

Obligatory

Obligatory and before the preferring of the plaint aforesaid of the said Talesinga in this behalf to wit on this fourth day of September in the year One thousand eight hundred and Twelve aforesaid at Madras aforesaid a further part of the said Sum of Three thousand Star Pagodas and interest mentioned in the Condition aforesaid to the said writing Obligatory to wit the Sum of Five hundred and Twenty two Star Pagodas Twenty two fanams and forty Cash being for a principal instalment of Five hundred Pagodas and interest at the rate aforesaid became and was payable and due according to the said Condition from the Mootoo pillay Cootoolinga to the said Talesinga whereof the said Mootoopillay Cotoolinga afterwards to wit on the day and year last aforesaid at Madras aforesaid had notice and the said Talesinga moreover saith that the said Mootoo=pillay Cootoolinga did not on the said fourth day of May in the year One thousand eight hundred and Twelve pay and that he hath not at any time since paid the said Sum of One thousand and fifteen Star Pagodas or any part thereof and also that the said Mootoo=pillay Cootoolinga did not on the said fourth

day

day of September in the year One thousand eight hundred and Twelve aforesaid pay and did that he hath not at any time since paid the said Sum of Two hundred and Twenty Two Pagodas twenty two fanams and forty Cash or any part thereof and that the said several Sums of One thousand Star Pagodas and the said Cash mentioned Sums of Two Hundred Pagodas and the interest accrued thereupon respectively are now wholly due to him the said Talesinga from the said Mootoo -pillay Cotoolinga by virtue of the said writing Obligatory and the condition thereof aforesaid to wit at Madras aforesaid by reason whereof an action hath accrued to the said Talesinga to demand and have of and from the said Mootoopillay Cootoolinga the said Sum of Six thousand Star Pagodas above demanded Yet the said Mootoopillay Cotoolinga (although so often requested &c.) hath not paid the said Sum of Six thousand Star Pagodas above demanded or any part thereof But he to pay the same hath hitherto wholly refused and still doth refuse to the damage of the said Talesinga of One hundred Star Pagodas and therefore he brings his suit &c. ——

And

Brief Exparte

Judgment for the Plaintiff on a Verdict in Debt.

And the said Mootoo pillay Cotoolinga having come by John Carruthers his attorney Defended the wrong and injury when &c and said nothing in bar or preclusion of the said Action of the Said Talesinga whereby the said Talesinga remained thereon undefended against the said Mootoopillay Cootoolinga and by reason whereof a day was given to the said Talesinga whereupon he should come before the Court and verify his said Plaint and State &c which day being the Twenty Seventh day of September in this term comes the said Talesinga by his said attorney and alleges and proves to the Court the matters of his said Plaint and the justices of this Court having heard examined and considered the allegations of the said Talesinga and the Depositions of the witnesses adduced by him have pronounced that the said writing Obligatory in the said Plaint of the said Talesinga mentioned is the deed of the said Mootoopillay Cotoolinga and that the said Mootoopillay Cotoolinga doth owe to and detain from the said Talesinga the said Six thousand Star Pagodas above demanded in manner and form as the said Talesinga hath above thereof complained against the said Mootoo pillay Cotoolinga and for as much as it is further alledged and Shewn and it sufficiently

appearing to this Court that the same writing Obligatory was and is Subject to the Condition in writing in the said Plaint Specified and setforth and that default hath been made by the said Mootoopillay Cotoolinga in payment to the said Talisinga of the Several instalments of principal money and interest which have hitherto accrued and become payable by virtue of the said Condition and also that there is now due and owing from the said Mootoopillay Cotoolinga to the said Talisinga for principals and interest monies secured by the same writing Obligatory and payable and now accrued and due by virtue of the condition aforesaid thereof the Sum of Two thousand eight hundred and eighty five Star Pagodas and Fanam—It is considered and adjudged that the said Talisinga recover against the said Mootoopillay Cotoolinga the said debt and further that the said Mootoopillay Cotoolinga pay to the said Talisinga for damages sustained by the said Talisinga by occasion of the Breach and non performance by the said Mootoopillay Cotoolinga of the Condition aforesaid to the same writing Obligatory and that the said

Judgment Signed for the Plaintiff the twenty Second day of November 1813—
A Shaw
Dy Provost

Said Talesinga have execution of and for the said Sum of Two ~~thousand~~ eight hundred and eighty five Star Pagodas and Twelve fanams and that the said Mootoopillay Catastinga further pay to the said Talesinga for the Costs and Charges of the said Talesinga laid out by him about his Suit in this behalf the Sum of one hundred and Twenty Seven Pagodas and nineteen fanams And that the said Mootoopillay Catastinga be in Mercy &c. ——

Mercy—

And for and in respect to the Sum of Three thousand One hundreds and Fourteen Pagodas and thirty three fanams (being the residue of the said debt) this Court doth reserve its award of further Damages and execution. ——

And hereupon the said Cattah Talesinga Chitty by James Morris his attorney prays the writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses, Lands, Debts and other Effects real and personal of Mootoo pillay Cootoolinga

Fourth Term 1813 -

Cotavinga Naick within the jurisdiction of this-
Court by Seizure and if it be necessary by Sale
thereof the Sum of Six thousand Star Pagodas
for Debt which he the said Cattah Talesinga
Chitty recovered against the said Mootoopillay
Cootavinga Naick and also one hundred and
twenty Seven Pagodas and nineteen fanams—
awarded to the said Cattah Talesinga Chitty
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 Suits in that behalf expended —
and it is granted unto him returnable here
on the Twenty Second day of December
next ——

Writ of Fieri Facias issued against the property of the Defendt on the 22d day of Novr 1813 —

Fourth Term 1813

Pleas before the Honble Sir Thomas Andrew Stranger Knight Chief justice the Honble Sir Francis Macnaghten Knight and the Honble Sir John Henry Newbolt Knight Puisne justices of His Majesty's Supreme Court of judicature at Madras of the Fourth Term in the year One thousand eight hundred and thirteen

Madras to wit - Veppore Narraina Moodeliar puts in his place John Barruthers his attorney against Henry Banttleman in a Plea of Trespass on the case.

Madras to wit - The said Henry Banttleman in his own proper person at the suit of the said Veppore Narraina Moodeliar 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 thirteen before the Supriame Court of judicature at Madras came Veppore Narraina Moodeliar by John Barruthers his attorney and brought into the said Court then there his certain Plaint against the said Henry Banttleman 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

[redacted]

1813

Enlistment Roll

of

Lt Sinn

Co. No 13

Fourth Term 1813 -:

Plaint in assumpsit
Filed 10th June 1813
L.

Madras/to wit/ I. Veppore Narraina
Mordeliar of Madras Inhabitant by John
Barrathier his Attorney complains of Henry Bar-
tleman who is an Inhabitant of Madras and as
such a person liable to the jurisdiction of this Honorable
Court of a Plea of Trespass on the Case &c. For that
whereas the said Henry heretofore to wit on the
twenty fourth day of October One thousand eight hundred
and Eight at Madras aforesaid made his certain Note
in writing in the Malabar Language purporting to be
a Bond his proper Hand being thereunto Set and
Subscribed and bearing date the same day and
year aforesaid and then and there delivered the said
Note in writing to the said Narraina by which
said Note in writing the said Henry acknowledges
and Declared that in consequence of his urgent
occasion he had on the day of the date thereof
borrowed and received of the said Narraina the
Sum of One Hundred Star Pagodas of the current
money of Madras aforesaid and did thereby engage
to repay to the said Narraina the said Sum on
or before the twenty fourth day of April One
thousand eight hundred and Nine with all such
Interest as should or might become due thereon at
the rate of twelve per Cent per annum by means
whereof the said Henry became liable to pay to
the said Narraina the said Sum of money in

the

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 Henry in consideration thereof afterwards to wit on the same day and year first above mentioned at Madras aforesaid undertook and then and there faithfully promised the said Narraina 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 Henry afterwards to wit on the First day of January in the present year One thousand eight hundred and Thirteen at Madras aforesaid was indebted to the said Narraina in other Two hundred Star Pagoods of the like Current Money of Madras aforesaid for so much Money by the said Narraina before that time Lent and advanced to the said Henry and at his special instance and request and being so indebted he the said Henry 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 Narraina to pay him the said last mentioned Sum of Money when he the said Henry should be thereunto afterwards requested - And whereas also the said Henry afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Narraina

in other Two hundred Star Pagodas of the like Current money of Madras aforesaid for so much Money by the said Narraina before that time paid laid out and expended to and for the use of the said Henry at his like Special instance and request - and being so indebted he the said Henry 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 Narraina to pay him the said last mentioned Sum of money when he the said Henry should be thereunto afterwards requested - And whereas also the said Henry afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Narraina in other Two hundred Star Pagodas of the like Current money of Madras aforesaid for so much money by the said Henry before that time had and received to and for the use of the said Narraina And being so indebted he the said Henry 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 Narraina to pay him the said last mentioned Sum of money when he the said Henry should be thereunto afterwards requested - And whereas also

also the said Henry afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Narraina of and concerning divers other sums of money before that time due and owing from the said Henry to the said Narrain and then being in arrear and unpaid and upon such accounting he the said Henry was then and there found to be in arrear and indebted to the said Narraina in other two hundred Star Pagodas of the like Current Money of Madras aforesaid and being so found in arrear and indebted he the said Henry 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 Narraina to pay him the said last mentioned Sum of Money when he the said Henry should be thereunto afterwards requested - yet the said Henry 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 Henry hath not 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

Fourth Term 1813

Narraina he the said Henry hath hitherto wholly
refused and still doth refuse to the Damages of the
said Henry of four Hundred Star Pagods and
therefore he brings his Suit &c. ——

Cognovit filed
26th Novem 1813 JS

Judgment by
Confession

And afterwards that is to say
on the Vacation after the Fourth Term in the year
one thousand eight Hundreds and Thirteen the said
Henry Banttaman 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
Neppore Narraina Moodelliar nor but that he the said
Henry Banttaman did undertake and promise in manner
and form as the said Neppore Narraina Moodelliar
hath above thereof complained against him nor but
that the said Henry Banttaman hath sustained
damages on occasion of the not performing of the said
several promises and undertakings in the said
Declaration mentioned to one hundred and Sixty
Six Star Pagods twenty five fanams and forty
Cash (parcel of the damages at by the said Dec-
=claration is above supposed over and above his
costs and Charges by him about his Suit in this
behalf expended And hereupon the said Neppore
Narraina Moodelliar Prays judgment and his
damages &c acknowledged together with his costs —

and

and Charges by him about his Suits in this behalf expended to his adjudged &c. Therefore it is con-sidered that the said Veppore Narrayna Moodelliar do recover against the said Henry Banttenan his damages aforesaid to the said Sum of One Hundred and Sixty Six Star Pagodas Twenty five Fanams and forty Cash in form aforesaid acknowledged and also Seventy five Star Pagodas and Twenty eight fanams for his said Costs and Charges by the Court now here adjudged to the said Veppore Narrayna Moodelliar and with his said Agents which said Damages Costs and Charges in the whole Amount to Two Hundreds and Sixty two Star Pagodas eight fanams and forty Cash and the said Henry Banttenan in Mercy for

Judgment Signed for the Plaintiff the twenty Sixth day of Novr. 1813.
J. Shaw
D.J. Court

Mercy

and hereupon the said Veppore Narrayna Moodelliar by John Carruthers his attorney prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras commanding him to take the Body of the said Henry Banttenan to satisfy the said Veppore Narrayna Moodelliar of two hundred and Sixty two Pagodas eight fanams and forty Cash which the said Veppore Narrayna Moodelliar recovered against the said Henry Banttenan for damages sustained as

Fourth Term 1813 -

well by Occasion of the non performance of certain promises and undertakings lately made by the said Henry Bantleman to the said Vespore Navraina Moodeliar as for his Costs and Charges by him about his Suit in that behalf expended - and it is granted unto him returnable here on the Twenty Seventh day of December next. —

Writ of Capias ad Satisfaciendum issues on the 25th day of November 1813 -

Fourth Term 1813

Pleas 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 hundred and thirteen ——.

Madras to wit — Madawail Narrainsawmy Moodelliar puts in his place John Barrathurst his Attorney againtt Rainer Nicholas Beyts in a Plea of Debt. ——

Madras to wit — The said Rainer Nicholas Beyts in his own proper person at the suit of the said Madawail Narrain=sawmy Moodelliar in the Plea aforesaid. ——

Madras to wit. Be it remembered that in the Fourth Term in the year of our Lord One thousand eight hundred and Twelve before the Supreme Court of judicature at Madras came Madawail Narrainsawmy Moodelliar by John Barrathurst his Attorney and brought into the said Court then there his certain Plaint Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said plaint follows in these words that is to say ——

Madras —

Fourth Term 1813

Plaint in Debt.
Filed 19th Sept 1812.
J. L

Madras to wit - Mavarat Narrain-
-Sawmy Mondeliar by John Barruthers his
attorney Complains of Ranier Nicholas Depts who is
an Inhabitant of Madras and as such a person
Subjects to the jurisdiction of this Honorable Court of
a Plea that he render to the said Narrainsawmy the
Sum of Six Hundred Star Pagodas of the Currents Money
of Madras which he owes to and unjustly detains
from him For that whereas the said Ranier
Nicholas heretofore to wit on the third day of
August in the year One thousand eight hundred
and Eleven at Fort Saint George 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 acknow-
-ledged himself to be held and firmly bounden unto
the said Narrainsawmy in the said Sum of Six
hundred Star Pagodas above demanded to be paid
to the said Narrainsawmy when he the said
Ranier Nicholas should be thereunto afterwards
requested - yet the said Ranier Nicholas altho'
often requested so to do hath not as yet paid
the said Sum of Six hundred Star Pagodas above
demanded or any part thereof to the said Narrain-
-sawmy but to pay the same or any part thereof

to

Fourth Term 1813.

to the said Narraindawmy for the said Rainer Nicholas hath hitherto wholly refused and still refuseth so to do - To the damage of the said Narraindawmy 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 in this year One thousand eight Hundred and thirteen that is to say on the Sixth day of February to which day was given as well to the said Narraindawmy as to the said Rainer Nicholas to inform the Court of this premises came the said Narraindawmy by his Attorney aforesaid and the said Rainer Nicholas altho' solemnly called came not to Answer nor did he say any thing in Bar or preclusion of the said Action of the said Narraindawmy - 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 writing Obligatory in the said Declaration mentioned is the Deed of him the said Rainer Nicholas in manner and form as the said Narraindawmy hath above thereof in that behalf alleged - and do adjudge that the said Narraindawmy recover against the said Rainer Nicholas the Sum

Judgment signed for the Plaintiff on the twenty sixth day of November 1813.

J. Shaw
27 Nov^{br} 13

of Six Hundred Star Pagodas for his Debt and also
the Sum of One Hundred and Twenty eight Star Pagodas
and 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 Amounts in the whole to
Seven Hundred and Twenty eight Star Pagodas
and Nine fanams and that the said Narrain-
-sawmy have Execution thereof.

And hereupon the said
Madavaid Narrainsawmy Mordelliar by John
Barruthurs his attorney prays the writ of our
Lord the King of Capias ad Satisfaciendum
to be directed to the Sheriff of Madras Comman-
-ding him to take the body of the said Rainer
Nicolles Beytes to satisfy the said Madavaid
Narrainsawmy Mordelliar of Six hundred
Star Pagodas for debt which the said
Madavaid Narrainsawmy Mordelliar recovered
against the said Rainer Nicolles Beytes
and also one hundred and twenty eight
Star

Star Pagodas and nine fanams ~~agreed~~ to the said Madavail Narrainsawmy Mordelliar for his damages which he had sustained as well on occasion of the detention of the said debt as for his Costs and charges by him about his Suit in that behalf expended And it is granted unto him returnable here on the Twenty Seventh day of December next——

Writ of Capias ad Satisfaciendum issued on the 26th day of Novr 1813.

Fourth Term 1813.

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 Thirteen.——

Madras to wit - Bogavaram Ramasawmy Chitty the Father and Rungiah the son and personal representatives of Baga= =varam Kistnamah Chitty deceased put in their place john Carruthers their Attorney against Syful Dowlah Bahauder in a plea of Trespass on the case.——

Madras to wit - The said Syful Dowlah Bahauder in his own proper person at the Suit of the said Bogavaram Ramasawmy Chitty and Rungiah 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 hundreds and Twelve before the Supreme Court of judicature at Madras came Bogavaram Ramasawmy Chitty and Rungiah by john Carruthers their Attorney and brought into the said Court then & there their certain Plaint against the said Syful Dowlah Bahadar 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 1813.

Plaint in Assumpsit
Filed 25th April 1812
JS.

Madras to wit- Bogavaram Ramasawmy Chetty the Father and Rungiah the Son and personals representatives of Bogavaram Kistnamah Chetty deceased who are according to the Laws and Customs of the Hindoo Natives of India entitled to the goods Chattels and Credits which were of the said Bogavaram Kistnamah Chetty at the time of his death by John Garrethers their Attorney complain of Syful Dowlah Bahander 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 Syful Dowlah on the eighth day of December in the year of Christ One thousand eighte hundred and seven at Madras was indebted to the said Bogavaram Kistnamah Chetty in his life time in the Sum of Five hundred Star Pagodas of the lawful Current Money of Madras for so much by the said Bogavaram Kistnamah Chetty before that time lent and advanced to the said Syful Dowlah and at his special instance and request and being so indebted he the said Syful Dowlah 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 Bogavaram Kistnamah Chetty in his life time to pay him the said Sum of Money when he

the said Syful Dowlah should be thereunto after-
wards requested - And whereas also the said Syful
Dowlah afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted to the
said Bogavaram Kistnamah Chitty in his life time
in the further Sum of Five hundred Star Pagodas
of the lawful Current Money aforesaid for so much
money by the said Bogavaram Kistnamah Chitty
in his life time and before that time paid laid
out and expended to and for the use of Syful
Dowlah at his special instance and request and
being so indebted he the said Syful Dowlah in
consideration thereof afterwards to wit on the same day
and year aforesaid at Madras aforesaid undertook and
there and there faithfully promised the said Bogavaram
Kistnamah Chitty in his life time to pay him the
said last mentioned Sum of Money when he the
said Syful Dowlah should be thereunto afterwards
requested - And whereas also the said Syful
Dowlah afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted to
the said Bogavaram Kistnamah Chitty in his
life time in the further Sum of Five hundred
Star Pagodas of the like lawful Current Money
aforesaid for so much Money by the said
Syful Dowlah before that time had and

received.

to and for the use of the said Bogavaram Kistnamah Chetty and being so indebted he the said Syful Dowlah 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 Bogavaram Kistnamah Chetty in his life time to pay him the said last mentioned Sum of Money when he the said Syful Dowlah should be thereunto afterwards requested And whereas also the said Syful Dowlah afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Bogavaram Kistnamah Chetty in his life time in the further Sum of Five hundred Star Pagodas of the like lawful Current Money aforesaid for so much money before that time and then due and payable from the said Syful Dowlah to the said Bogavaram Kistnamah Chetty in his life time for Interest upon and for the forbearance of divers large Sums of money before then lent and advanced by the said Bogavaram Kistnamah Chetty in his life time to the said Syful Dowlah at his Special instance and request and by him the said Bogavaram Kistnamah Chetty in his life time forborne to the said Syful Dowlah for divers long spaces of time before then elapsed at the like special and request of the said Syful Dowlah and also for other Money before

that

that time and then due and payable from the said
Syful Dowlah to the said Bogavaram Kistnamah Chitty
in his life time for Interest upon and for the for-
-bearance of divers other large sums of money before then
due and owing from the said Syful Dowlah to the
said Bogavaram Kistnamah Chitty in his life time
and by him the said Bogavaram Kistnamah Chitty
in his life time forborne to the said Syful Dow-
-lah for divers long spaces of time before then elapsed
at the like Special instance and request of the Said
Syful Dowlah and being so indebted he the said
Syful Dowlah 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 Bogavaram Kistnamah Chitty
in his life time to pay him the said last mentioned
Sum of Money when he the said Syful Dowlah should
be thereunto afterwards requested And whereas also
the said Syful Dowlah afterwards to wit on the
same day and year aforesaid at Madras aforesaid
accounted together with the said Bogavaram Kistna-
-mah Chitty in his life time of and concerning divers
other Sums of money before that time due and
owing from the said Syful Dowlah to the said
Bogavaram Kistnamah Chitty and then being
in arrear and unpaid and upon such accounting
he the said Syful Dowlah was then and

there

there found to be in arrear and indebted to the
said Bogavaram Kistnamah Chetty in his life time
in the said Sum of five hundred Star Pagodas of
the like lawful Current Money aforesaid and being
so found in arrear and indebted he the said
Syful Doulah 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 Bogavaram Kistnamah
Chetty in his life time to pay him the said last
mentioned Sum of Money when he the said Syful
Doulah should be thereunto afterwards requested
Yet the said Syful Doulah not regarding his
said several promises and undertakings so by
him made in this behalf as aforesaid but
contriving and fraudulently intending craftily and
subtilely to deceive and defraud the said Bogavaram
Kistnamah Chetty in his life time and the said
Ramasawmy and Rungiah as representations as
aforesaid after the death of the said Bogavaram
Kistnamah Chetty in this behalf hath not as
yet paid the said several Sums of Money
aforesaid or any or either of them or any part
thereof to the said Bogavaram Kistnamah Chetty
in his life time or to the said Ramasawmy
and Rungiah or either of them as aforesaid

Since

Fourth Term 1819.

Since the death of the said Bogavaram Thetna-
=mah Chitty (altho often requested so to do) but
he so to do hath hitherto wholly refused and still
refused to pay the same or any part thereof to the
said Ramasawmy and Rungiah representatives as
aforesaid. To the damage of the said Ramasawmy
and Rungiah as representatives as aforesaid of Seven
hundred Star Pagodas and therefore they bring their
Suit &c. and the said Ramasawmy and Rungiah
are ready to Justify to the Court now here that they
are the legal representatives of the said Bagavaram
Thetnamah Chitty and according to the Laws and
Customs of such Hindoo States of India entitled
to inherit the goods Chattels and Credits which
were of the said Bogavaram Thetnamah Chitty
at the time of his Death ——

Tried Exparte

Judgment for the Plaintiff on a Verdict in assumpsit —

And now in the Fourth Term
in the year of Christ one thousand eight hundred
and twelve that is to say on the twenty eighth day
of September until which day was given as well to
the said Ramasawmy and Rungiah as to the
said Syfick Dawlah Bahauder to inform the Court
of their premises came the said Ramasawmy and
Rungiah by their attorney aforesaid and the said
Syfick Dawlah Bahauder altho solemnly called
came

Cannot but made default and the Justices of this Court having heard the Allegations of the party Plaintiffs and Examined the Truth thereof and duly considered the Evidence produced on the part of the said Plaintiffs say that the said Syfud Dowlah Bahander did undertake and promise in manner and form as the said Ramasawmy and Rungiah as representatives of the said Bogavaram Ramasawmy Chetty have above in that behalf alleged against him And they assess the damages of the said Ramasawmy and Rungiah on occasion of the not performing the several promises and undertakings above mentioned over and above their costs and charges by them about that Suit in that behalf expended to three hundred and sixty two Star Pagodas and three fanams and for those costs and Charges to Two hundreds and Seven Star Pagodas and nineteen fanams — Therefore it is considered that the said Ramasawmy and Rungiah as representatives as aforesaid of the said Bogavaram Chittamah Chitty do recover against the said Syfud Dowlah Bahander their said damages costs and charges in form aforesaid assessed which damages costs and charges in the whole amount to Five Hundreds and Sixty nine Star Pagodas and twenty two fanams — and the said Syfud Dowlah Bahander in Mercy &c. ———

judgment Signed for the Plaintiffs the twenty Sixth day of Novemr 1813 —

S. Shaw
Dy. Prothy

Mercy

And thereupon the said P Dogavarum Ramasawmy Chitty the father and P Rungiah the Son and personal representatives of P Dogavarum Kistnamah Chitty deceased by John Saunthers their attorney prayd 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 Syful Dowlah Bahander to satisfy the said P Dogavarum Ramasawmy Chitty and P Dogavarum Kistnamah Chitty of five hundred and Sixty nine Pagodas and twenty two fanams which the said P Dogavarum Ramasawmy Chitty and P Dogavarum Kistnamah Chitty recovered against the said Syful Dowlah Bahander for damages sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said Syful Dowlah Bahander to the said P Dogavarum Ramasawmy Chitty and P Dogavarum Kistnamah Chitty as for their costs and charges by them about their Suit in that behalf expended. And it is granted unto them returnable here on the eighteenth day of July next.

Writ of Capias ad Satisfaciendum issued on the 12th day of May 1814.

Fourth Term 1813

Pleas before the Honble Sir Thomas Andrews 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 Thirteen ——

Madras to wit — Vencatachella Chitty puts in his place John Carruthers his Attorney against Ninamma and Nulley in a Plea of Debt ——

Madras to wit The said Ninamma and Nulley in their own proper persons at the Suit of the said Vencatanchella Chitty 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 Vencatanchella Chitty by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Ninamma and Nulley in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Madras

Fourth Term 1813

Plaint in Debt
Filed 24th Decr 1811.
I. S.

Madras to wit - Venkatachella Chitty by John Carruthers his attorney complains of Ninamma and Nulley who are respectively hinder Inhabitants of Madras and as such persons Subject to the jurisdiction of this Honorable Court of a Plea that they render to the said Venkatachella the Sum of Six hundred Star Pagodas of the lawful Current Money of Madras which they owe to and unjustly detain from him - For that whereas the said Ninamma and Nulley heretofore to wit on the Fourteenth day of December in the year of Christ One thousand eight hundred and nine at Madras by their certain Writing Obligatory sealed with their respective Seals and now shewn to the Court here the date whereof is the same day and year aforesaid acknowleged themselves to be held and firmly bound unto the said Venkatachella in the Sum of Six hundred Star Pagodas above demanded to be paid to the said Venkatachella when they the said Ninamma and Nulley should be thereunto afterwards requested yet the said Ninamma and Nulley altho often requested so to do have not now hath either of them as yet paid the said said Sum of Six hundred Star Pagodas above demanded or any part thereof to the said Venkatachella but to pay the same or any part thereof to the said Venkatachella they the said Ninamma and Nulley have and each of them hath hitherto wholly refused and still refuse so to do To the damage of the said Venkatachella of fifty Star Pagodas and therefore

he

Fourth Term 1813

Dico Exparte

judgment for the Plaintiff on a Verdict in Debt —

he brings his Suit &c. ——

And now in the Fourth Term in the year One thousand eight Hundred and Twelve that is to say in the Second day of October to which day was given as well to the said Vencatachella as to the said Nulley to inform the said Court of the premises. comes the said Vencatachella by his Attorney aforesaid and the said Ninamma and Nulley although solemnly called came not to Answer nor did they Say any thing in Bar or preclusion of the said Action of the said Vencatachella 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 Writing Obligatory in the said Declaration mentioned is the Deed of them the said Ninamma and Nulley in manner and form as the said Vencatachella hath above thereof in that behalf alleged And do adjudge that the said Vencatachella recover against the said Ninamma and Nulley the Sum of Six Hundred Star Pagodas for his debt and also the Sum of Two Hundred and twenty four Star Pagodas and forty Cash 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

judgment Signed for the Plaintiff the 20th day of Novr 1813.

I Shaw
By Proth

1813

Impressment Roll

4th Term

Folio: No 16

whole to eight Hundred and twenty four Star
Pagodas and forty fanams — And that the said
Venkatachella have Execution thereof ——

And thereupon the said —
Venkatauchella Chitty 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 Houses Lands Debts and other effects real
and personal of Ninamma and Nulley within
the jurisdiction of this Court by Seizure and if it
be necessary by Sale thereof the Sum of Six —
hundred Star Pagodas for Debt which he the said
Venkatauchella Chitty recovered against the said
Ninamma and Nulley and also two hundred
and twenty four Star Pagodas and forty fanams
adjudged to the said Venkatauchella Chitty for
his Damages which he had Sustained as
well on occasion of the detention of the —
said Debt as for his costs and charges —
by him about his Suit in that behalf
expended

Fourth Term 1813

Writ of Fieri Facias issued against the property of the Defendt on the 20th day of Novr 1813 — expended — And it is granted unto him the Plaintiff that he have a writ of Fieri Facias returnable here on the Twenty Seventh day of December next. ——

Fourth Term 1813

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 thirteen ——

Madras to wit. Cunnalore Anunthiah Braminy puts in his plea John Carruthers his Attorney against Amoorthacavy Singuiah Braminy in a Plea of Trespass on the case. ——

Madras to wit. The said Amoorthacavy Singuiah Braminy in his own proper person at the Suit of the said Cunnalore Anunthiah Braminy 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 hundreds and Twelve before the Supreme Court of Judicature at Madras came Cunnalore Ananthiah Braminy by John Carruthers his Attorney and brought into the said Court then there his certain Plaint against the said Amoorthacavy Singuiah Braminy in a Plea of Trespass on the Case and there are Pledged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say ——

Madras

Fourth Term 1813.

Plaint in Assumpsit
Filed 25th Augt 1812.
J. L.

Madras to wit - Cunnalore Ananthiah -
Braminy by John Carruthers his attorney complains
of Amoorthacary Singuaka Braminy who is an Hardoo
Inhabitant of Madras and as such a person Subject
to the jurisdiction of this Honorable Court of a Plea
of Trespass on the Case &c. For that whereas the said
Singuaka on the Seventh day of June in the present
year of Christ One thousand eight hundreds and
Twelve at Madras made his certain Promissory Note
in Writing bearing date the same day and year aforesaid
and then and there delivered the said Note to One
Garooda Reddy and thereby then and there promised
Two Months after the date thereof to pay to the said
Garooda Reddy or order the Sum of Two hundreds and
Forty Star Pagodas thirty one Fanams and forty Cash
being the Balance of an Account Current closed that day
And the said Garooda Reddy 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 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 the said
Cunnalore Ananthiah Braminy or Order - By means
whereof and by force of the Statute in such Case

made

made and provided the said Singuiah then and there became liable to pay to the said Ananthiah the said Sum of Money in the said Note Specified according to the tenor and effect thereof and of the said Indorsement so made thereon as aforesaid and being so liable he the said Singuiah 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 Ananthiah to pay him the said Sum of Money on the said Note Specified according to the tenor and effect of the said Note and of the said Indorsement so made thereon as aforesaid And whereas also the said Singuiah afterwards to wit on the Twentieth day of the present month of August in the year aforesaid at Madras aforesaid was indebted to the said Ananthiah in other Five hundred Star Pagodas of the lawful Current Money of Madras aforesaid for so much Money by the said Ananthiah before that time Lent and advanced to the said Singuiah and at his special instance and request and being so indebted he the said Singuiah 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 Ananthiah to pay him the said last mentioned Sum of money when he the said Singuiah should be thereunto afterwards requested And whereas also the said Singuiah afterwards to

wit

wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said Anun-
thiah in the further Sum of Five hundred Star Pa-
godas of the like Current Money aforesaid for so
much Money by the said Ananthiah before that time
paid laid out and expended to and for the use
of the said Singuiah at his like Special instances
and request - And being so indebted he the said
Singuiah 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 Aunthiah to pay him the said last mentioned
Sum of money when he the said Singuiah should be
thereunto afterwards requested - And whereas also the said
Singuiah afterwards to wit on the same day and
year last aforesaid at Madras aforesaid was indebted
to the said Ananthiah in the further Sum of Five
hundred Star Pagodas of the like Current Money afore-
said for so much Money by the said Singuiah before
that time had and received to and for the use of
the said Ananthiah and being so indebted he the
said Singuiah 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 Ananthiah to pay
him the said last mentioned Sum of Money when
he the said Singuiah should be thereunto
afterwards requested - And whereas also the said
Singuiah afterwards to wit on the same day

Fourth Term 1813.

and year last aforesaid at Madras aforesaid accounted with the said Ananthiah of and concerning divers other large Sums of money before that time due and owing from the said Singuiah to the said Ananthiah and then lying in arrear and unpaid and upon such Accounting he the said Singuiah was then and there found to be in arrear and indebted to the said Ananthiah in other Five hundred Star Pagodas of the like Current money aforesaid and being so found in arrear and indebted he the said Singuiah 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 Ananthiah to pay him the said last mentioned Sum of money when he the said Singuiah should be thereunto afterwards requested - Yet the said Singuiah not regarding his said several promises and under-takings so by him made in this behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Ananthiah 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 Ananthiah he the said Singuiah hath hitherto wholly refused and still doth refuse to the damage of the said Ananthiah of five hundred Star Pagodas and therefore he brings his Suit &c. —

And now in the Second Term

Entered Judgment for the plaintiff on a Verdict in Assump-

in

in the year of Christ One thousand eight Hundreds and thirteen that is to say on the twenty Seventh day of March instt which day was given as well to the said Anun-thiah as to the said Singuah to inform the Court of the premises comes the said Anunthiah by his Attorney aforesaid and the said Singuah althó 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 Singuah did undertake and promise in manner and form as the said Anunthiah hath above in that behalf alleged against him And they assess the Damages of the Said Anunthiah on occasion of the not performing the several promises and undertakings above mentioned over and above his costs and charges by him about this Suit in this behalf expended to Two Hundred and Sixty five Star Pagodas Seven Fanams and Seventy Five Cash and for those costs and charges to one Hundred and thirty five Star Pagodas and forty one fanams - Therefore it is Considered that the said Ananthiah do recover against the said Singuah his said damages costs and Charges in form aforesaid assessed which damages costs and charges in the whole Amount to four Hundred and one Star Pagodas Three Fanams and Seventy five Cash And the said Singuah in Mercy &c.

Judgment Signed for the Plaintiff the twenty Sixth day of November 1813.

S. Shaw
Dy Court

Mercy

and hereupon the said Coonatore Ananthiah Braminy by John Carruthers his attorney 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 Amoorthacary Singuiah Braminy to satisfy the said Coonatore Ananthiah Braminy of four hundred and one Star Pagodas three fanams and twenty five Cash which the said Coonatore Ananthiah Braminy recovered against the said Amoorthacary Singuiah Braminy for damages sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said Amoorthacary Singuiah Braminy to the said Coonatore Ananthiah Braminy 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 Seventh day of December next —

Writ of Capias ad Satisfaciendum issued on the 26th day of Novr 1813 -

Fourth Term 1813

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

Madras to wit — Coonnattore Chillappa Vencatachila Moodelliar puts in his plaie William Light his attorney against Paulavandoo Ramasawmy Narrainasawmy and Latchmama widow in a plea of Trespass on the Case —

Madras to wit — The said Paulavandoo Ramasawmy Narrainasawmy and Latchmamma in their own proper person at the suit of the said Coonnattore Chillappa Vencatachila Moodelliar in the Plea aforesaid ——

Madras to wit — Be it remembered that in the Third Term in the year of Christ One thousand eight hundreds and Thirteen before the Supreme Court of judicature at Madras came Coonnattore Chillappa Vencatachila Moodelliar by William Light his attorney and brought into the said Court then there his certain plaint against the said Paulavandoo Ramasawmy Narrainasawmy and Latchmamma 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 1813

Plaint in Attempt
Filed 24th July 1813
J. S.

Madras (to wit) Connattore Chellappa Vencatachilla Modaliar by William Light his attorney complains of Paulavadoo Raumasawmy Narraina-sawmy and Latchmamma widow being Hindoo In-habitants of Madras and as such Persons respectively Subject to the jurisdiction of this Honorable Court For that whereas heretofore to wit on the Twenty Seconds day of October in the year of Christ One thousand eight hundred and Eleven at Madras the said Raumasawmy Narrainasawmy and Latchmamma according to the Customs of such Hindoos made their certain Note in writing in the Malabar Langua-ge their proper hands being thereto Subscribed bearing date the Twelfth day of the Month Arpesy of the year Prabopady of the Hindoos (corresponding with the Day and year of Christ aforesaid) and then and there delivered the same Note to the said Chellappa Vencatachella By — which said Note the said Raumasawmy Narrainasawmy and Latchmamma Acknowledged that they had borrowed and received of the said Chellappa Vencatachila the Sum of One hundred and Fifty Star Pagodas and engaged to repay to the said Chellappa Vencatachila the same Sum of money on demand with interest at the rate of twelve per Cent per Annum By meand whereof and according to the Customs aforesaid of such Hindoos the said Raumasawmy Narrainasawmy and Latchmamma became liable to pay to the said Chellappa Vencatachila the said Sum of

money

money in the said Note Specified with interest
according to the tenor and effect of the said
Note - And being so liable the said Raumasawmy
Narrainasawmy and Latchmamma in consideration
thereof afterwards to wit on the day and year aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Challappa Vencatachila
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 afterwards
to wit on the first day of July in the year One
thousand eight hundred and thirteen at Madras
aforesaid the said Raumasawmy Narrainasawmy &
and Latchmamma were indebted to the said Challappa
Vencatachila in the Sum of Three hundred Star Pagodas
of the lawful Current Money of Madras for money by
the said Challappa Vencatachela before that time lent
and advanced to the said Raumasawmy Narrainas-
-sawmy and Latchmamma and at their Special
instance and request And being so indebted the said
Raumasawmy Narrainasawmy and Latchmamma 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 Challappa Vencatachila to pay him the
said last mentioned Sum of money when they the
said Raumasawmy Narrainsawmy and Latchmamma

Should

Should be thereto afterwards requested And whereas
the said Ramasawmy Narrainsawmy and Latchmana
aforesaid at Madras accounted with the said
Chellappa Venkatachela of and concerning divers
other Sums of money before that time due and owing
from the said Ramasawmy Narrainasawmy and Latch-
-mana to the said Chellappa Venkatachela and
there being an arrear and unpaid upon which
accounting the said Ramasawmy Narrainasawmy
and Latchmanama were then and there found to
be in arrear and indebted to the said Chellappa
Venkatachela in the further Sum of three hundred
Star Pagodas of like lawful Current Money of Madras
And being so found in arrear and indebted the
said Ramasawmy Narrainasawmy and Latchmanama
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 Chellappa Venkatachela to pay him the said
last mentioned Sum of money when they the said
Ramasawmy Narrainasawmy and Latchmamma
should be thereto afterwards requested. Yet the
said Ramasawmy Narrainasawmy and Latchmam-
-ma not regarding their said Several promises and
undertakings so by them in manner and form
aforesaid made but contriving and fraudulently

intending

intending craftily and Subtilly to deceive & defraud
the said Chellappa Venkatachila 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 or any Interest for the said Sum
of one Hundred and fifty Star Pagodas to the said
Chellappa Venkatachila (although so to do the said
Raumasawmy Narrainsawmy and Satchmanma were
requested by the said Chellappa Venkatachila
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 Chellappa Venkatachila the said
Raumasawmy Narrainsawmy and Satchmanma
have and each of them hath hitherto wholly
refused and still do refuse to the damage of
the said Chellappa Venkatachila of Three Hundred
Star Pagodas and therefore he brings his Suit
&c.

Tried Exparte

judgment for the Plaintiff on a Verdict in Assumpsit

And the said Raumasawmy & Narrainsawmy and Satchmanma having come in their own persons defended the wrong and injury when &c. and said nothing in bar or preclusion of the said Action of the said Chellappa Venkatachila whereby the said Chellappa

Venkatachila

Vencatachila remained therein undefended against the said Raumasawmy Narrainsawmy and Satchmanna and by reason whereof a day was given to the said Chellappa Vencatachila whereupon he should come before the Court and verify his said plaint and do at Suit which day being the twentieth day of September in this term came the said Chellappa Vencatachila by his said Attorney and alleged and proved to the Court the matters of his said plaint and the justices of this Court having heard examined and considered the allegations of the said Chellappa Vencatachila & and the depositions of the Witnesses adduced by him have pronounced that the said Raumasawmy Narrainsawmy and Satchmamma did undertake and promise in manner and form as the said Chellappa Vencatachila have above thereof complained against him and the said justices having assessed the damages sustained by the said Chellappa Vencatachila by reason of the nonperformance of the said Raumasawmy Narrainsawmy and Satchmamma of their Several promises and undertakings in the plaint mentioned at the sum of One hundred and eighty Seven Pagodas and Twenty three & fanams over and besides his costs and charges by him about his Suit in this behalf expended. It is considered adjudged that the said Chellappa Vencatachila recover against the said Raumasawmy Narrainsawmy and Satchmamma

Judgment Signed for the Plaintiff. the twenty seventh day of November 1813.
J. Shaw
Dy Prothy

No 48

Latchmanamma his damages aforesaid to the said
Sum of one hundred and eighty Seven Pagodas and
Twenty three fanams - And that the said Raumasawmy
Narrainsawmy and Latchmanamma pay to the said
Chellappa Vencatachella for his said Costs and
Charges the Sum of One hundred and Nineteen
Pagodas and thirty three fanams and that the
Said Raumasawmy Narrainasawmy and Latchmanamma
be in Mercy &c. ——

Mercy

and hereupon the said —
Coonnatore Chellappa Vencatachila Moodelliar
by William Light his attorney prays the Writ —
of our Lord the King of Fiere Facias to be —
directed to the Sheriff of Madras commanding —
him to levy and make of the Goods Lands
Debts and other Effects real and personal of
the said Paulavadoo Raumasawmy Narrain —
Saiomy and Latchmanamma within the jurisdiction
of this Court by Seizure and if it be necessary
by Sale thereof the Sum of three hundred and
Seven Pagodas and Eleven fanams which the
said Connattoore Chellappa Vencatachila —

Moodelliar

Fourth Term 1813

Moodelliar recovered against the said Paulavadoo Raumasawmy Narrainsawmy and Latchmamma for damages which he hath sustained as well by means of the non performance of certain — promises and undertakings lately made by — the said Paulavadoo Raumasawmy Narrainsawmy and Latchmamma to the said Sonnatore — Chellappa Vencatachila 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 Seventh day of December next —

Writ of Fiere Facias issued against the Defts. goods on the 24th day of Nov: 1813 —

Fourth Term 1813.

Plead before the Honble Sir Thomas Andrew Stranger 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 thirteen ——

Madras to wit — Auroomooga Chitty puts in his place William Light his attorney against Cocah Cotandaraama Naicker in a Plea of Trespass on the Case ——

Madras to wit — The said Cocah Cotandaraama Naicker in his own proper person at the Suit of the said Auroomooga Chitty 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 Thirteen before the Supreme Court of judicature at Madras came Auroomooga Chitty by William Light his attorney and brought into the said Court then there his certain plaint against the said Cocah Cotandaraama Naicker in a Plea of Trespass on the Case and then 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 1813

Plaint in Assumpsit
Filed 28th April 1813
H.

Madras /to wit/ Auroomooja Chitty by William Light his attorney complains of Cocah Bo=-dandaraumd Saicker being a Hindoo Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court For that whereas heretofore to wit on the Eleventh day of January in the year of Christ one thousand eight hundred and ten at Madras the said Bodandaraumd 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 First day of the Month Thye in the year Soorkala of the Hindoos corresponding with the day and year of Christ aforesaid and there delivered the same Note to the said Auroomooga By which said Note the said Bo=-dandaraumd (By the name and addition of Cocah Bodandaraumd Saicker Son of Cocah Venetaraumd Saicker of Madras) acknowledged that he had borrowed and received of the said Auroomooga the Sum of one thousand and Seventy five Star Pagodas and Ninety Seven parts of one hundred & and Sixty parts of a Pagoda Current money of Madras and engaged to repay to the said Auroo=-mooga (by the name and addition of Auroo=-mooga Chitty Son of Moocktarian Canagappa Chitty of Vennapauny caste of Madras) the same Sum

No. 49.

Sum of money on demand with interest at the rate of
nine per Cent per annum By means whereof and according
to the custom of such Hindoos the said Codundaramma
became liable to pay to the said Auroomoga 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 Codundaramma in consideration
thereof afterwards to wit on the day and year aforesaid
at Madras aforesaid undertook and then and there
faithfully promised the said Auroomoga 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 afterwards to wit on
the first day of February in the year of Christ One
thousand eight hundred and thirteen at Madras
aforesaid the said Codandaramma was indebted to the
said Auroomoga in the Sum of Two thousand Star
Pagodas of the lawful Current Money of Madras for
Money by the said Auroomoga before that time lent
and advanced to the said Codundarama and
at his Special instance and request and being so
indebted the said Codundarama 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 Auroomoga to pay
him the said last mentioned Sum of money when
he the said Codandaramma should be thereto after-

wards

Fourth June 1813.

-wards requested - And whereas the said Codan-
-daruma aftawards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted to the
said Auroomoga in the further Sum of Two thousand Star
Pagodas of like lawful Current money of Madras for
money by the said Auroomoga before that time laid
out expended and paid for the said Codundaruma
and to his like special instance and request - And
being so indebted the said Codandaruma in considera-
-tion thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Auroomoga
to pay him the said last mentioned Sum of money
when he the said Codandaruma should be thereto
afterwards requested - And whereas also the said
Codundaruma afterwards to wit on the same day
and year last aforesaid at Madras aforesaid was
indebted to the said Auroomoga in the further
Sum of Two thousand Star Pagodas of like lawful
Current money of Madras for money by the said
Codandaruma before that time had and received
to the use of the said Auroomoga - And being so
indebted the said Codandaruma 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

Auroomoga

Auroomooga to pay him the said last mentioned Sum of money when he the said Codandaraumaa should be thereto afterwards requested And Whereas the said Codandaraumaa afterwards to wit on the same day and year last foresaid at Madras aforesaid accounted with the said Auroomooga of and concerning divers other Sums of money before that time due and owing from the said Codundaraumaa to the said Auroomooga and there being in arrear and unpaid upon which accounting the said Codundaraumaa was then and there found to be in arrear and indebted to the said Auroomooga 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 Codundaraumaa in Con=sideration thereof afterwards to wit on the Same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Auroomooga to pay him the said last mentioned Sum of money when he the said Codandaraumaa should be thereto afterwards requested Yet the said Codandaraumaa 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 Auroomooga in this behalf hath not yet paid the said Several Sums of money or any or either of them or any part thereof

to

to the said Aurumoya (although so to do the said Codandaraama was requested by the said Aurumoya aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Aurumoya the said Codandaraama hath hitherto wholly refused and still doth refuse To the damage of the said Aurumoya of Two thousand Star Pagodas and therefore he brings his suit &c.

Said Defendant judgment for the Plaintiff on a Verdict in assumpsit -

And the said Codandaraama having come in his own person defended the wrong and injury when &c and said nothing in bar or preclusion of the said action of the said Aurumoya whereby the said Aurumoya remained thereon undefended against the said Codandaraama and by reason whereof a day was given to the said Aurumoya whereupon he should come before the Court and verify his said plaint and suit

at which day being the twenty Sixth day of September in this Term comes the said Aurumoya by his said Attorney and the justices of this Court having heard examined and

and considered the Allegations of the said Auroomo
and the depositions of the Witnesses adduced by him
pronounced that the said Codandarauma did und
and promise in manner and form as the said Aur
hath above thereof complained against him and th
justices have assessed the damages sustained by
said Auroomoga by occasion of the non performa
by the said Codandarauma of his several promi
and undertaking in the plaint mentioned at
Sum of One thousand Four hundred and Forty
Star Pagodas Seventeen fanams and Six Cash-
and besides the Costs and Charges of the said
Auroomoga by him about his Suit in this beha
expended It is considered and adjudged that
said Auroomoga recover against the said Codan
=ma damages aforesaid to the said Sum of O
thousand four hundred and Forty Six Pagoda
=teen fanams and Six Cash and that the
Codandarauma pay to the said Auroomoga
said Costs and Charges the Sum of One hun
and forty seven Pagodas and twenty four fanams
said damages Costs and Charges amounts to
thousands Five hundreds and ninety three Pa
forty one fanams and Six Cash and the Sa
Codandarauma in mercy &c.

Judgment Signed for the Plaintiff the eleventh day of Decemr 1813.
J. Shaw
Dy Provtt.

Mercy -

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Letter Book

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Lee

Fourth Term 1813.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief justice the Honble Sir Francis Macnaghten Knight and the Honble Sr 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 Thirteen. ——

Madras ff Yateraujooloo Chitty the adopted Son and only personal Representative of Covalam Moottah Chitty deceased puts in his place Robt Orme his Attorney against Royappilly and appoo Pilly in a Plea of Trespass on the Case. —

Madras ff — The said Royappilly and appoo Pilly in their own proper persons at the Suit of the said Yateraujooloo Chitty in the Plea aforesaids. ——

Madras ff Be it remembered that in the Vacation after the Second Term in the year of Christ One thousand eight hundred and thirteen before the Supreme Court of judicature at Madras came Yateraujooloo Chitty by Robt Orme his attorney and brought into the said Court then there his certain Plaint against the said Royapilly and appoopilly 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 ——

Fourth Term 1813.

Plaint in Assumpsit
Filed 29th June 1813
L.

Madras ss— Vytheraizooloo Chitty the
adopted Son and as such by the laws and customs of
the Hindoo Natives of India the Heir and only personal
representative of Govalam Mootiah Chittyar deceased
late an Hindoo Inhabitant of Madras by Robert Orme
his Attorney complains of Royappilly and appoo Pilly
who are respectively Hindoo Inhabitants of Madras
and Subject to the jurisdictions of this Honorable Court
For that whereas the said Royapilly and Appoo
Pilly therefore to wit on the Fourth Maungally of
Pactautchy year of the Hindoos Answering to the four-
-teenth day of December in the year of Christ One thousand
eight hundred and four at Madras aforesaid according
to the usage and customs of the Hindoo Natives of India
made their certain Note in writing in the Malabar
language their own respective proper hands writing being
thereunto Subscribed bearing date the day and year aforesaid
and thereby them and their Acknowledged that in Conse-
-quence of their urgent occasion they had that day
Mortgaged to him the said Govalam Mootiah Chittyar
the Choultry Grant of their House situated at Peddy
Naicks Pata in the Garden of Vanguroo Ammaul in
Arrack Godown Street in North line between the Houses
of Company's Godown Moothu Chitty and Autroocady
Auraumooja Naicken and borrowed and received
of him the said Govalam Mootiah Chettyar the
Sum of Three hundred and fifty Company's Rupees
which

which Sum they the said Royappilly and appoo pilly did thereby engage to repay him the said Covalam Moottah Chittyar on or before the thirtieth Chittery of Crodana year of the Hindoos or the Tenth May One thousand eight hundred and five with all such Interest as should or might becomes 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 of India the said Royappilly and Appoopilly became liable to pay to the said Covalam Moottah Chitty as the said Sum of money on the said Note specified with the Interest thereon according to the tenor and effect thereof And being so liable they the said Royappilly and appoo Pilly 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 Covalam Moottah Chittyar to pay him the said Sum of Money on the said Note Specified with the Interest thereon according to the tenor and effect thereof And whereas also the said Royapilly and appoo Pillay afterwards to wit on the Tenth day of May in the year of Christ One thousand eight hundred and five at Madras aforesaid were indebted to the said Covalam Moottah Chittyar in his life time in the Sum of Two hundred Star Pagodas of the Current Money of Madras for so much Money by the said Covalam Moottah Chittyar in his life time before that time lent and advanced to the

said Royappillay and Appoo Pilly and at their Speciale instance and request and being so indebted they the said Royappilley and Appoo Pilly in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Covalam Moottah Chettyar to pay him the said last mentioned Sum of Money when they the said Royappilly and appoopilly should be thereunto afterwards requested And whereas also the said Royappillay and appoopilly afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Covalam Moottah Chettyar in his life time of and Concerning divers other Sums of Money before that time due and owing from the said Royapillay and Appoo pilly to the said Covalam Moottah Chettyar and then being in arrear and unpaid and upon that accounting the said Royapilly and Appoo Pilly were then and there found to be in arrear and indebted to the said Covalam Moottah Chettyar in the further Sum of Two hundred Star Pagodas of Lakh Current Money and being so found in arrear and indebted they the said Royapilly and appoopilly 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 Covalam Moottah Chettyar to pay him the said last mentioned Sum of Money when they the said Royappilly and appoo pilly should be thereunto afterwards requested - yet the said Royapilly

and

and Appoopilly not regarding the said Several promises & and undertakings so by them made in manner and form aforesaid but contriving fraudulently intending craftily & and subtilly to deceive and defraud the said Covalam Mootlah Chittyar in his life time and the said Yaturaungoolo Chitty adopted Son and personal Representative as aforesaid since his death in this behalf the said Several Sums of Money or any of them or any part thereof respectively to the said Covalam Mootlah Chittyar during his life time or to the said Yaturaungoolo Chitty adopted Son and personal representatives as aforesaid since his death have not nor hath either of them (altho often requested so to) yet paid - But to pay the same or any part thereof respectively to the said Covalam Mootlah Chittyar during his life time or to the said Yaturaungoolo Chitty adopted Son and personal representatives as aforesaid since his death they the said Royappilly and Appoopilly 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 Yaturaungoolo Chitty adopted Son and personal Representatives aforesaid of Two hundred Star Pagodas and therefore he brings his Suit &c. -

Coepovit filed 7th Dec. 1813. JI
Judgment by Confession -

And now at this day that is to say on the Twelfth day of September in this same term the said Royappilly and Appoopilly came and say that they cannot deny the said Action of the said Yaturaungoolo Chitty nor but that they the said

Royappilly and Appoapilly did undertake and promise in manner and form as the said Yaterauzooloo Chitty hath above thereof complained against them nor but that he the said Yaterauzooloo Chitty hath sustained Damages by occasion of the non performance of the said several promises and undertakings to Two hundred Pagodas as he the said Yaterauzooloo Chitty hath above in his said Plaint supposed And thereupon the said Yaterauzooloo Chitty prays that the said Damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be agusted to him &c. Therefore it is considered that the said Yaterauzooloo Chitty recover against the said Royapilly and appoopilly his Damages aforesaid so by him in form aforesaid acknowleged and also Sixty five Pagodas and thirty fanams for his Costs and charges by the Court here asgnaged to the said Yaterauzooloo Chitty by his Assnt which said Damages in the whole amount to Two hundreds and Sixty five Pagodas and thirty fanams and the said Yaterauzooloo Chitty in Mercy &c. ——————

Judgment Signed for the Plaintiff the 23d day of Decemr 1813 — J. Shaw Dy. Prothy

Mercy

And hereupon the said Yaterauzooloo Chitty adopted Son and heir and only personal representative of Covalam Moottah Chitty deceased by Robert Orme his attorney prays the writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras commanding him

him to levy and make of the Houses, Lands Debts and other effects real and personal of the said Royappillay and Appoo Pillay within the jurisdiction of this Court by Seizure and if it be necessary by Sale thereof the Sum of two hundred and Seventy three Pagodas and thirty Six fanams which the Said Yaterangoolo Chitty recovered against the said Royappillay and Appoo pillay for damages which he hath sustained as well by occasion of the non performance of certain promises and undertakings lately made by the said Royappillay and Appoo pillay to the said Yaterangoolo Chitty as for Costs and Charges by him about his Suit in that behalf expended - and it is granted unto him returnable here on the Twenty fourth day of January one thousand eight hundred and fourteen. ——

Writ of Fieri Facias issued against the deftgoods on the 23d day of Decr 1813 -

Fourth Term 1813 -.

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

Madras to wit — Yagappa Moodelliar puts in his place John Carruthers his attorney against Dayream Pillay in a Plea of Trespass on the case. ——

Madras to Wit — The said Dayream Pillay in his own proper person at the Suit of the said Yagappa Moodelliar 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 Twelve before the Supreme Court of judicature at Madras came Yagappa Moodelliar by John Carruthers his attorney and brought into the said Court then there his certain Plaint against the said Dayream Pillay in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit. John Doe and Richard Roe which said Plaint follows in these words that is to say —

Madras —

Fourth Term 1813 -

Plaint in Assumpsit
Filed 24th Nov. 1813
L.S.

Madras to wit - Yagappa Moodelliar by John Carruthers his Attorney Complains of Dayream Pillay who is 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 &c. For that Whereas the said Dayream heretofore to wit on the Twenty Seventh day of June in the year of Christ One thousand eight hundred and Six at Madras aforesaid according to the Customs of the Hindoo Natives of India made his certain Note in writing in the Malabar Language purporting to be a Bond his proper hand being thereunto set and Subscribed and bearing date the same day and year aforesaid and then and there Delivered the said Note in writing to the said Yagappa by which said Note in writing the said Dayream acknowledged and declared that in consequence of his urgent occasions he had on the day of the date thereof Borrowed and received of the said Yagappa the Sum of Four Hundreds Star Pagodas of the Current Money of Madras and did thereby engage to repay to the said Yagappa the said Sum on or before the Thirtieth day of January One thousand eight hundreds and Ten - with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum by means whereof

whereof and according to the custom aforesaid of such
Bondsmen he the said Dayream became liable to pay to
the said Yagappa 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 Dayream in Consideration
thereof afterwards to wit on the same day and year
aforesaide at Madras aforesaid undertook and then
and there faithfully promised the said Yagappa
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 Dayream afterwards to wit
on the First day of November in the present
year of Christ One thousand eight hundred and
Twelve at Madras aforesaid was indebted to the
said Yagappa in other One thousand and Two
hundred Star Pagodas of the like Current Money of
Madras aforesaid for so much Money by the said
Yagappa before that time lent and advanced to
the said Dayream and at his special instance
and request and being so indebted he the said
Dayream 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 Yagappa to pay him the said
last mentioned Sum of Money when he the said

Dayream

Dayream Should be thereunto afterwards requested -
And whereas also the said Dayream afterwards
to wit on the same day and year last aforesaid at
Madras aforesaid at Madras aforesaid was indebted to
the said Yagappa in the further Sum of One thousand
and two hundred Star Pagodas of the like Current
Money aforesaid for so much Money by the said
Dayream before that time had and received to and
for the use of the said Yagappa and being so indebted
he the said Dayream 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 Dayream to pay
him the said last mentioned Sum of Money when
he the said Yagappa should be thereunto afterwards
requested - And whereas also the said Dayream
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid accounted together
with the said Yagappa of and concerning divers
other large Sums of Money before that time due
and owing from the said Dayream to the said
Yagappa and then being in arrear and unpaid.
and upon such accounting he the said Dayream
was then and there found to be in arrear and
indebted to the said Yagappa in other One thou-
-sand and Two hundred Star Pagodas of the like
Current Money of Madras aforesaid and being so

found in arrear and indebted he the said Dayream
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 Yagappa to pay him the said last mentioned
Sum of money when he the said Dayream should
be thereunto afterwards requested Yet the said
Dayream 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 Yagappa hath not as yet paid the said
Sum or 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 Yagappa he the said Dayream hath hitherto
wholly refused and still doth refuse to the Damage
of the said Yagappa of One thousand and Two hundred
Star Pagodas and therefore he brings his Suit &c.

And the said Dayream in
his person comes and defends the wrong and
injury when &c and say that he cannot deny
the action of the said Yagappa nor but that
he the said Dayream did undertake and
promise in manner and form as the said
Yagappa

Acquabit filed
29 Decem 1813 B.S.
Judgment by
Confession

Yagappah have above thereof complained against him nor but that the said Yagappah hath sustained damages on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned to Five hundreds and thirty Six Pagodas and Six fanams / parcels of the damages as by this said Declaration is above supposed over and above his costs and charges by him about his Suit in this behalf expended. And hereupon the said Yagapah prays judgment and his damages so acknowledged together with his costs and charges by him about his Suit in this behalf expended to be assigned to him &c. Therefore it is considered that the said Yagappa do recover against the said Dayream his Damages aforesaid to the said Sum of Five hundreds and thirty Six pagodas and Six Fanams in form aforesaid acknowledged and also One hundreds and Three Pagodas and thirty fanams for his said costs and charges by the Court now here assessed to the said Yagappa and with his assent which said damages costs and Charges

judgment Signed for the Plaintiff the 29th day of Decemr 1813 -
S. Shaw
D. Prothr

in

in the whole Amount to Six hundreds and
thirty nine Pagoda and thirty Six fanams
and the said Dayream in Mercy &c. ——

Mercy

And hereupon the said
Yagappa Moodelliar by John Carruthers his
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 Dayream Pillay within the
jurisdiction of this Court by Seizure and
if it be necessary by Sale thereof the Sum
of Six hundreds and thirty nine Pagodas
and thirty Six fanams which the said
Yagappa Moodelliar recovered against ——
the said Dayream Pillay for damages
which he hath sustained as well on
occasion

occasion of the non-performance of certain promises and undertakings lately made by the said Dyream Pilley to the said Yagappa Mondelliar as for Costs and Charges by him about his Suit on that behalf expended and it is granted unto him returnable here on the twenty ninth day of January one thousand eight hundred and fourteen ——

Writ of Fieri Facias issued against the Defendts Goods on the 29th day of Decr 1813.

Index

1832

B — Baillie Lieut. W. D. — Inv.y and Accounts Current of his Estate — 505. & 511.
Boulton Lieut. Henry — do. — do. — do. — do. — 512. & 527
Bennett Capt.n William — do. — do. — do. — do. — 536. & 549.
Barrett Mr. Anthony Rich.d — do. — do. — do. — do. — 562. & 569.
Bruce Lieut. William G. — do. — do. — do. — do. — 583. & 589
Bradley Lieut. W. E. Thornton — do. — do. — do. — do. — 590. & 603
Bellingham Capt.n St. George — do. — do. — do. — do. — 627 & 631.
Byrne Esquire Henry — do. — do. — do. — do. — 924 & 1003.

C — Chambers Capt.n Thomas — Inv.y and Accounts Current of his Estate — 550 & 561
Collins Major Gen.l Edward — do. — do. — do. — do. — 571. & 573.

D — Dickson Capt.n Joseph — Inv.y and Accounts Current of his Estate — 575 & 581.

F — Turley Mr. Charles — Inv.y and Accounts Current of his Estate — 912. & 923.

G — Gunnell Lieut. Col.y Thomas — Inv.y and Accounts Current of his Estate — 529. & 535.

H — Hargrave Esq.r Ed.d Robert — Inv.y and Accounts Current of his Estate — 868. & 877.

I — Ilgnova — Accounts Current of his Estate — 605. & 626

J — Jackson — comts Current of his Estate — 486. & 503

B — ccounts Current of his Estate — 632. & 857