1079

1671

Pleas before
Gwillam, Kny
Sir Benjamin
Justices of His Mty
of Judicature at M
Serrd in the Yr
eight hundred

adras } Sunkerampoorum Venkatachella Ch
Robert Orme his Attorney against Bandy
Bandy Narasummah Bandy Rama
dero doo personal Representatives of Bandy
in a Plea of Trespass on the Case

Madras ss. The said Bandy Boochummah, Bandy Nara
Ramasawmy and Ramachandrados, as the p
times aforesaid, in their proper persons, at the
the said Sunkeramparum Venkatachella
Plea aforesaid

Madras ss. Be it Remembered that on the Second Day
year one Thousand eight hundred and eight, came the
Court of Judicature at Madras Sunkeramparum
Venkatachella Chitty by Robert Orme his Attorney and
into the said Court here his certain Plaint
Bandy Boochummah Bandy Naraysummah, B
Ramasawmy and Ramchandrados personal

Fort Seint 1809

Madras ss Sankerauppoorain Venkatachila &c
Peon by Robert Orme his Attorney complains of
Bandy Boachummah, Bandy Nanasummah Bandy Rama-
Swamy and Ramachandroodoo being the personal Repre-
sentatives of Bandy appoo naicken late an Hindoo Inhabitant
of Madras deceased according to the Laws and customs of the
Hindoo Natives of India and having as such personal
Representatives administered and taken possession of
the Estate and Effects which were of the said Bandy Appoo
Naicken at the time of his death, And the said Bandy
Boachummah, Bandy Nanasummah, Bandy Rama-
and Ramachundroodoo being respectively Hindoo Inhabitants
of Madras aforesaid and as such subject to the Jurisdiction
of this Honorable Court For that Whereas the said Bandy
Appoo Naicken in his life time heretofore to wit on the
Ninth Pangony of Akshia year of the Hindoos answering
to the Nineteenth day of March in the year of Christ
One thousand Eight hundred and Seven at Madras
aforesaid according to the usage and customs of the
Hindoo Natives of India made his certain Note in
Writing in the Malabar Language his own proper
hand being thereunto subscribed bearing date the day
and Year aforesaid and then and there delivered
the said Note to the said Sankerauppoorain
Venkatachila

No 1

the said Sankerampoorum Venkatachella
against the said Bandy Boocharmanah
Bandy Ramasawmy and Ramachand
Representatives as aforesaid for his damage
sustained as well on Occasion of the Not
promises and undertakings made by the
Nack in his life time to the said Sankera
Venkatachella Chetteyar as for his Costs and Charges
about his suit in that behalf Expended if the said
Boocharmanah, Bandy Naragummah Bandy
and Ramachandroodoo have or any of them
thereof in their or his hands to be administered
have not to make in their hands to be adminis
the above Sum of one hundred and fifty
and forty one fanams parrel of the damages
being for the Costs and Charges aforesaid to be
proper Goods and Chattles of the said Bandy
Bandy Naragummah, Bandy Ramasawmy and
Writ of Fi. Fa. issued on the 10.th February 1809 Roodoo - and it is granted unto him Returnable
Eleventh day of March Next. -

10

First Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the First Term in the Year One Thousand eight hundred and Nine —

the Estate [illegible] Chinna Condasawmy, and Bangaroah Fownes Disney [illegible] late in his place
Moothen at [illegible] his Attorney against Richard Roe in a Plea
Bouchum [illegible] of Trespass and Ejectment. —
and Ro[illegible] The said Richard Roe in his person at the Suit of
of Madras [illegible] the said John Doe in the Plea aforesaid —
of Madras So Be it Remembered that as of the Fourth Term
in the Year one thousand eight hundred and eight
before the Supreme Court of Judicature at Madras
came John Doe by Fownes Disney his attorney and
brought into the said Court then there his Certain
Plaint against Richard Roe in a Plea of
Trespass and Ejectment. and there
are Pledges for the prosecution to wit
John Doe and Richard Roe which said
Plaint follows in these words that is to say

No. 2.

Fort St. George

First Term 1809

Plaintiffs Exchequer
filed 1st February
1809

Fort St George Madras ss Peter
Fownes Disney his Attorney Complaining
being an a British subject and as such a
the Jurisdiction of this Honble Court - For that
Coantroe Condasawmy Chinna Condasawmy and
heretofore to wit on the First Day of January in the
One thousand eight hundred and Eight at Madras
had Demised Granted and to farm let
John Ten Acres of Arable land Ten Acres of
Ground Ten Acres of Wast land and Ten
Land with the Appurtenances thereunto
Lying and being in Cannichelpettah within
the Jurisdiction of this Honble Court as
To have and to hold the same from the
of January in the Year aforesaid for during and
the full end and Term of Five Years then next
ensuing and fully to be compleat and ended by
of which said demise the said John entered into the
said premises and was possessed thereof until the
said Richard Roe afterwards to wit on the Second day
of the said Month of January with force and Arms
entered into the premises aforesaid with the Appur-
tenances in the possession of the said John and

12 First Term 1809

and Ther yeilded drove out and Removed the said John
his said Term his said Term Thereof not being
yet ended and Ther the said John so yeilded drove out and
Removed hath kept out and still doth keep from him
possession thereof and other injuries to him Ther and then
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 his Suit &c

And now in this First Term that is to say on the
Seventh day of February in the Year One thousand eight
Hundred and Nine until which day the said Richard
Roe had leave to impard to the said Plaint. and then
to Answer the same. At which day before the said Court
comes as well the said John Doe by his Attorney aforesaid
as the said Richard Roe in his own proper person. And the
said Richard Roe defends the force and injury when &c And
Says nothing in bar or preclusion of the said Action of the
said John Doe whereby the said John Doe remaining thereon
undefended against the said Richard Roe. Therefore it is
considered that the said John Doe recover against the
said Richard Roe his said Term yet to come of and in the
tenements with the Appurtenances and also his damages
sustained by reason of the trespass and Ejectment aforesaid
And thereupon the said John Doe speedy here in Court

remits

Judgment signed for the Lessors of the Plaintiff the 13th day of February 1809
J Shaw Dy Prothy

No 2

remits to the said Richard Roe all such damages, costs and charges as might or ought to be adjudged to him the said John Doe by reason of the trespass and ejectment aforesaid Therefore let the said Richard Roe be acquitted of those Damages, costs and charges &c. And hereupon the said John Doe prays the Writ of our said Lord the King to be directed to the Sheriff of Meath aforesaid to cause him to have possession of his said term yet to come of and in the tenements aforesaid with the Appurtenances. And it is granted to him returnable

Writ of Possession issued on the 13. February 1818

here on the 20th day of February instant

1/4

Sect. Torini 1809.

No. 2.

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice the Honble Sir Henry Russell, Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the First Term in the Year one Thousand eight hundred and Nine.

5 Fort St George Madras ss. John Doe on the demise of Andrew Ewing Chitty puts in his place Fownes Disney his Attorney against Richard Roe in a Plea of Trespass and Ejectment.

Fort St George Madras ss. The said Richard Roe in his Person at the Suit of the said John Doe in the Plea aforesaid.

Fort St George Madras ss. Be it Remembered that as of the Fourth Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came John Doe by Fownes Disney his Attorney and brought into the said Court then there his certain Plaint against Richard Roe in a Plea of Trespass and Ejectment, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

16

First Term 1809

Hamilton Erskine
filed 2d January
1809

Fort Saint George Madras ss John Doe by Simmons
his attorney Complains of Richard Roe being a
British subject and as such a person liable to the
Jurisdiction of this Honorable Court. For that Whereas
Audenarayan Chitty heretofore to wit on the first day
of January in the Year One thousand eight hundred
and eight at Madras aforesaid had demised granted
Leased to farm let to the said John Ten Acres of Arable
Land, Ten Acres of Garden Ground Ten Acres of Waste
Land and Ten Acres of other Land with the Appurte-
nances thereunto belonging Situate lying and being
in Mootial Pettah at the Black Town of Madras
without the Limits of the Jurisdiction of this Honorable
Court as fixed for Natives. To have and to hold the same
from the said first day of January in the Year aforesaid
for during and unto the full end and term of Five Years
then next ensuing and fully to be compleat and ended
by Virtue of which said Demise the said John
entered into the said Premises and was possessed
thereof until the said Richard Roe afterwards to wit
on the Second day of the said Month of January with
force and Arms &c. entered into the Premises
aforesaid with the Appurtenances in the possession
of the said John and them and there yeoted down
out

No 3.

out and removed the said John from his said farm
his said term therein not being (he the said John
the said John so ejected drove out and removed
hath kept out and still doth keep from the his
possession thereof and other injuries to him then
and there did against the Peace of our Lord the
King and to the Damage of the said John of One
Hundred Star Pagodas and therefore he brings
his Suit &c.

And Now in this First Term that is
to say on the Eighth day of February in the Year
One thousand eight hundred and Nine until which
day the said Richard Roe had leave to imparl to the
said Plaint and then to Answer the same &c
which day before the said Court comes as well
the said John Doe by his Attorney aforesaid as
the said Richard Roe in his proper person. And
the said Richard Roe defends the force and injury
when &c And Says Nothing in bar or preclusion
of the said Action of the said John Doe Whereby the
said John Doe remains therein undefended against
the said Richard Roe. Therefore it is Considered
that the said John Doe recover against the said

Judgment signed for the Lessor of the Plaintiff 15th February 1809 - Gibbs Ricketts Pro Tr

Hilt. Term 1809

Richard Roe his said Term yet to come of and in the
Tenements with the Appurtenances and also his Damages
sustained by Reason of the Trespass and Ejectment
aforesaid And thereupon the said John Doe freely hire
in Court Permits to the said Richard Roe all such
Damages Costs and Charges as might or ought to be
adjudged to him the said John Doe by Reason of the
Trespass and Ejectment aforesaid Therefore let the
said Richard Roe be Acquitted of those Damages
Costs and Charges &c. And hereupon the said John
Doe prays the Writ of our said Lord the King to be directed
to the Sheriff of Madras aforesaid to cause him to have
possession of his said Term yet to come of and in the
Tenement aforesaid with the Appurtenances And it is
granted to him. Returnable here on the 22d. day of February instant

Writ of Possession
Issued the
15th February
1809

First Term 1809

19

First Term 1809

Madras } Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the First Term in the year one thousand eight hundred and nine.

Madras } The United Company of merchants of England trading to the East Indies put in their place Robert Orme their Attorney against Poonamalie Sammygradoon in a Plea of Trespass on the Case

Madras ss. The said Poonamalie Sammygradoon in his person at the Suit of the said united Company in the Plea aforesaid.

Madras ss. Be it Remembered that as of the Third Term in the year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came the United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney and brought into the said Court their certain Plaint against Poonamalie Sammygradoon in a Plea of Trespass on the Case and their are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say Madras:

W. A

assumpsit
1st September
— 28

Madras ss The United Company of
Merchants of England trading to the East Indies by
Robert Orme their Attorney complain of Poonamala-
lie Sawmynadum being an Hindoo inhabitant
of Madras and as such subject to the Jurisdiction of
this Honorable Court For that Whereas the said
Poonamalie Sawmynadum on the Tenth Day of March
in the Year of our Lord One thousand Eight hundred
and Eight to wit at Madras aforesaid made his certain
Note in Writing commonly called a promissory Note his
own proper hand being thereunto Subscribed bearing
date the day and Year aforesaid and then and there
delivered the said Note to one Manoel de Silva by
which said Note the said Poonamalie Sawmy-
nadum Three Months after date promised to pay to
the said Manoel de Silva or his order the Sum of One
hundred and fifty Star Pagodas value received that
the said Manoel de Silva to whom or to whose
order the payment of the said Sum of Money
mentioned in the said Note was by the said Note to
be made after the making thereof and before the
payment of Money in the said note specified or
of any part thereof to wit on the day and Year afore-
said at Madras aforesaid endorsed
the said Note his own hand being thereon subscribed
by which endorsement the said Manoel de Silva

ordered

First Term 1809

Madras } Held before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice &
the Honble Sir Henry Gwillim, Knight,
and the Honble Sir Benjamin Sullivan
Knight, Puisne Justices of His Majesty's
Supreme Court of Judicature at Madras
of the First Term in the year one
thousand eight hundred and nine.

Madras } The United Company of merchants of England
trading to the East Indies put in their place Robert
Orme their Attorney against Donnamalie Lawmy-
nadeum in a Plea of Trespass on the Case
at the Suit of the said united Company in the
Plea aforesaid.

Madras } Be it Remembered that as of the Third Term in
the year one thousand eight hundred and eight
before the Supreme Court of Judicature at Madras
came the United Company of Merchants of England
trading to the East Indies by Robert Orme their
Attorney and brought into the said Court then
their certain Plaint against Donnamalie
Lawmynadeum in a Plea of Trespass on the Case and
are Pledges for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say:

Madras

W. A

First Term 1809 24

Plaint in assumpsit filed 1st September 1808 - 25

Madras ss. The United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney complain of Poonamalie Sawmynadum being an Hindoo inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Poonamalie Sawmynadum on the Tenth Day of March in the Year of our Lord One thousand Eight hundred and Eight to wit at Madras aforesaid made his certain Note in Writing commonly called a promissory Note his own proper hand being thereunto Subscribed bearing date the day and Year aforesaid and then and there delivered the said Note to one Manoel de Silva by which said Note the said Poonamalie Sawmynadum Three Months after date promised to pay to the said Manoel de Silva or his order the Sum of One hundred and fifty Star Pagodas value received And the said Manoel de Silva to whom or to whose order the payment of the said Sum of Money mentioned in the said Note was by the said Note to be made after the making thereof and before the payment of Money in the said note specified or of any part thereof to wit on the day and Year aforesaid at Madras aforesaid endorsed the said Note his own hand being thereon subscribed by which endorsement the said Manoel de Silva

ordered

and appointed the said Sum of Money specified in the said Note to be paid to the said United Company and then and there delivered the said Note so endorsed to the said United Company of which said Endorsement the said Poonamalie Sammynadaum afterwards to wit on the day and Year aforesaid at Madras aforesaid had Notice By reason whereof and by force of the Statute in such Case made and provided the said Poonamalie Sammynadaum became liable to pay to the said United Company the said Sum of Money mentioned in the said Note according to the tenor and effect of the said Note and of the said Endorsement so made thereon as aforesaid, And being so liable he the said Poonamalie Sammynadaum 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 mentioned in the said Note According to the tenor and effect of the said Note and of the said Endorsement so made thereon as aforesaid. And Whereas also the said Poonamalie Sammynadaum afterwards to wit on the Nineteenth Day of March in the Year aforesaid at Madras aforesaid made his certain other Note in writing commonly called a promissory Note his own proper Hand being thereunto subscribed bearing date the day and Year Last aforesaid and then and there Delivered

Delivered the said last mentioned Note to one Ramasawmy Naick by which said Note the said Ramasawmy Naick promised to pay to the said Ramasawmy Naick or his Order the Sum of One hundred and fifteen Star Pagodas value received And the said Ramasawmy Naick to whom or to whose order the payment of the said Sum of Money mentioned in the said last mentioned Note was by the said Note to be made after the making thereof and before the payment of the Money in the said last mentioned Note specified or any part thereof to wit on the Day and Year aforesaid at Madras aforesaid endorsed the said Note his name Hand being thereon subscribed by which endorsement the said Ramasawmy Naick Ordered and appointed the said Sum of Money specified in the said last mentioned Note to be paid to the said United Company And then and there delivered the said last mentioned Note so endorsed to the said United Company of which said endorsement the said Honorable Sawmynadum 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 Honorable Sawmynadum became liable to pay

to

the said United Company the said Sum of Money
mentioned in the said last mentioned Note accord-
ing to the tenor and effect of the said last mentioned Note
and of the Endorsement so made thereon as aforesaid And being
also liable he the said Ponamalie Sawmynaden 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 mentioned in the said last
mentioned Note according to the tenor and effect of the
said last mentioned Note And of the said Endorsement
so made thereon as aforesaid And Whereas also the
said Ponamalee Sawmynaden afterwards to wit on the
Seventy fifth day of June in the Year aforesaid at Madras
aforesaid was indebted to the said United Company in
the Sum of Eight hundred 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 for
the said Ponamalie Sawmynaden and at his special
instance and request and being so indebted he the said
Ponamalie Sawmynaden in Consideration 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

when he the said Poonamalie Sawmynadum should be
thereunto afterwards requested. Yet the said Poonamalie
Sawmynadum not regarding his said Several promises
and undertakings so by him made in manner and form
aforesaid but Contriving and fraudulently intending to
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 / altho so to do he the said Poonamalie Sawmy-
nadum was requested by the said United Company to wit
on the same day and Year last aforesaid and often after-
wards to wit at Madras aforesaid) but the said Poonamalie
Sawmynadum to pay the same or any part thereof to the
United Company hath hitherto Wholly refused and still
doth refuse To the Damage of the said United
Company of Eight hundred Star Pagodas and therefore
they bring Suit &c.

And heretofore to wit on the Fourth Term in
the Year One thousand Eight hundred and Eight that is
to say on the Twelfth day of September to which Day was
given as well to the said United Company as to the said
Poonamalie Sawmynadum and the said Poonamalie
Sawmynadum 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 Poonamalee Sammynadum for which the
said United Company ought to recover their Damage
by Occasion of the Premises And afterwards to wit
in this same Term the said Court having deligently
inquired what Damages the said United Company
have sustained as well by the means aforesaid as for their
Costs and Charges by them above 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 hundred and Eighty Six Pagodas four fanams
and fourteen Cash and for those Costs and Charges to
One hundred and Three Pagodas and Twenty seven
fanams. Wherefore it is Considered that the said
United Company recover against the said Poonamalie
Sammynadom their Damages and Costs aforesaid by the
Court aforesaid found and Adjudged which Damages
in the whole Amount to Three hundred and Eighty Nine
Pagodas Thirty one fanams and fourteen Cash And the
said Poonamalie Sammynadom in Mercy &c.

Judgment signed for the Plaintiffs the 23d day of February 1809
Shaw Dyson Petley

First Term 1804 27

First Term 1809

Pleas before the Honble Sir Henry Guillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the First Term in the Year one thousand eight hundred and Nine.

Fort St George. Madras ss. Yanamundrum Krishnasawmy Brawmy puts in his place Townes Disney his Attorney against William Mac Taggart Esq.r Sheriff of Madras in a Plea of Tort

Fort St George Madras ss. The said William Mac Taggart puts in his place Gilbert Richetts his Attorney, at the Suit of the said Yanamundrum Krishnasawmy Brawmy in the Plea aforesaid.

Fort St George Madras ss. Be it Remembered that in the third Term of the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came the said Yanamundrum Krishnasawmy Brawmy by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against the said William Mac Taggart Esq.r in a Plea of Tort, 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

Fort St

Plaint in Lord
filed 19. July
1808 —
21

Fort St. George Madras ss Yanamundreen Krishnasawmy Branmy of Madras Inhabitant by James Binny his Attorney complains of William Dare Taggart Esq. Sheriff of Madras being a British Subject and as such a person subject to the jurisdiction of this Honble Court For that Whereas the said Yanamundreen Krishnasawmy Branmy heretofore to wit on the Sixth day of May in the year of our Lord One thousand eight hundred and Eight in the Supreme Court of Judicature at Madras aforesaid, before The Honble Sir Thomas Andrew Strange, Knight and his Companions then Hes Majestys Justices of the said Court there caused to be filed as of the Second Term in the said Year his Plaint in debt to recover against one Cumbum Paddy Ramasawmy Boyaspiny as well a certain debt of Five thousand Two hundred and Sixty Star Pagodas due on and Secured by Writing Obligatory under the Seal of the said Cumbum Paddy Ramasawmy Branmy as also his damages sustained by reason of the detaining of that debt, and the said Plaint having been so filed, the said Yanamundreen Krishnasawmy Branmy on the Seventh day of May in the Year One thousand eight hundred and eight sued out a certain Writt of our said Lord the King called a Capias ad Respondendum in the above cause directed

28

First Term 1809

Pleas before the Honble Sir Henry Guillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the First Term in the year one thousand eight hundred and Nine.

Fort St George
Madras } Yanamundrum Kistnasawmy Branminy puts in his place Townes Disney his Attorney against William Mac Taggart Esq. Sheriff of Madras in a Plea of Tort

Fort St George
Madras } The said William Mac Taggart puts in his place Gilbert Richetts his Attorney, at the suit of the said Yanamundrum Kistnasawmy Branminy in the Plea aforesaid.

Fort St George
Madras } Be it Remembered that in the third Term of the Supreme Court of Judicature at Madras came the Yanamundrum Kistnasawmy Branminy by Townes Disney his Attorney and brought into the said Court then there his certain Plaint against the William Mac Taggart Esq. in a Plea of Tort, 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

Fort St George

Plaint in Lord
filed 19. July
1808 —
2

Fort St. George Madras ss Yanamandrum
Shistnasawmy Branmy of Madras Inhabitant by
Fawnes Disney his Attorney complains of
Saggart Esq. Sheriff of Madras being a British Subject
and as such a person subject to the jurisdiction of this
Honble Court For that Whereas the said Yanamun-
drum Shistnasawmy Branmy heretofore to wit on the
Sixth day of May in the year of our Lord One thousand
eight hundred and Eight in the Supreme Court of Judicature
at Madras aforesaid before The Honble Sir Thomas Andrew
Strange Knight and his Companions then His Majestys
Justices of the said Court there caused to be filed as of the
Second Term in the said Year his Plaint in debt to
recover against one Cumberumpatty Ramasawmy Bran
-maney as well a certain debt of Five thousand two
hundred and Sixty Star pagodas due on and Sworne by
Writing Obligatory under the Seal of the said Cumberumpatty
Ramasawmy Branmy as also his damages sustained
by reason of the detaining of that debt, and the said Plaint
having been so filed, the said Yanamundrum
Shistnasawmy Branmy on the Seventh day of May
in the Year One thousand eight hundred and eight sued
out a certain Writ of our said Lord the King called
a Capias ad Respondendum in the above cause directed

to the said Sheriff and Returnable on the Twenty first
day of the said Months of May in the Year One
Thousand eight hundred and eight for the Sum of
Five Thousand Nine hundred and twenty four Star
Pagodas, and which said Writt was on the last
mentioned day Returned endorsed "not to be found". And
that afterwards to wit on the Twenty fourth day May in
the Year aforesaid at Madras aforesaid the said Yanam
mundrum Vistinasawmy Branning sued out of the said
Court a certain other Writt of our said Lord the King
called a Writt of Sequestration directed to the Sheriff of
Madras, by which said Writt, our said Lord the King
commanded the said Sheriff of Madras forthwith to Seize
and Sequester the Houses, lands, goods, effects and debts of the
said Cumbumpauty Ramasawmy Branning and them
safely keep and detain the said Cumbumpauty
Ramasawmy Branning should appear and abide such
Order of the said Court as if he had appeared on the
said former Process or until he the said Sheriff
should receive the further Order of the said Court from
said Lord the King therein and on Tuesday the 2
Thirty first day of May instant to inform the said
Court what Houses lands, goods, effects and debts
of the said Cumbumpauty Ramasawmy Branning
he should have so seized and Sequestered with the
true and respective value of the same, and in whose,

possession



possession by name, the same should be and the same
they should be so respectively seized, and to have there
then the said last mentioned Writt, which said Writt after-
wards and before the return thereof to wit on the Twenty fourth
day of May in the Year aforesaid, at Madras aforesaid was
delivered to the said William Mac Taggart who then and
from thence for a long time to wit until and at and after the
Return thereof was Sheriff of Madras aforesaid to be executed
in due form of law, by virtue of which last mentioned Writt
the said William Mac Taggart so being Sheriff as aforesaid
afterwards and before the Return of the said last mentioned
Writt to wit on the said Twenty fourth day of May in the
Year aforesaid at Madras aforesaid, and within the said
Sheriffs bailiwick seized and sequestered divers Goods and
Chattels of the said Cumbumpauty Ramasawmy Branning
of a small and inconsiderable value. Yet the said William
Mac Taggart so being Sheriff of Madras as aforesaid not
regarding the duty of his said office as such Sheriff as aforesaid
but contriving and Maliciously intending, wrongfully and
unjustly to hurt injure and prejudice the said Yanamun
drum Vistinasawmy Branning and to deprive him of the
Means of compelling the said Cumbumpauty Rama
sawmy Branning to appear to the aforesaid action and of the
means of recovering his aforesaid debt of the the said William
Mac Taggart then being Sheriff as aforesaid and the said
Cumbumpauty Ramasawmy Branning not having
appeared to the said action and the said Yanamundrum

Vistinasawmy

Kistnasawmy Braming being wholly unsatisfied for his said debt, to wit at Madras aforesaid) did afterwards to wit on the Second day of June in the year aforesaid, being the day of the Return of the said Writt falsely and deceitfully return upon the said Writt to the said Court of our said Lord the King that by virtue of that Writt to him directed he had Seized and sequestered a large Upper Pointed House and Ground, and also three large Brass Potts and a small Wooden Chest therein the property of the said Cumbum Pauty Ramasawmy Braming valued at Two thousand pagodas or thereabouts, as by the said Writt and Return thereof remaining of Record in the said Court appears by means of which said premises the said Yamamundrum Kistnasawmy Braming is greatly injured and deprived of the means of recovering his said debt and his damages and is likely wholly to lose the same by the default of the appearance of the said Cumbumpauty Ramasawmy Braming to the said action And Whereas afterwards to wit on the said Sixth day of May in the said Year One thousand eight hundred and eight at Madras aforesaid, the said Yamamundrum Kistnasawmy Braming in the said Court of our said Lord the King caused to be filed his certain other Plaint in debt to recover of the said Cumbumpauty Ramasawmy

Braming

Branning as well a certain other debt of Five Hundred Seven
hundred and Sixty Star pagodas due and owed to the
certain other Writing Obligatory under the Seal of the said
Cumberumpanty Ramasawmy Branning and also his
damages sustained by reason of the detaining of that debt
and the said last mentioned Plaint being so filed, the said
Yanamundrum Shistnasawmy Branning on the said 2d
Seventh day of May in the Year aforesaid sued out a
certain other Writ of our said Lord the King called a
Capias ad Respondendum in the last Mentioned cause
directed to the said Sheriff of Madras and Returnable on
the Twenty first day of the last mentioned Month for the
sum of One thousand Nine hundred and twenty four
Star pagodas, and which last Mentioned Writt was on the
last mentioned day Returned endorsed not to be found, but
at Madras aforesaid, And afterwards to wit on the said
Twenty fourth day of May in the Year aforesaid at
Madras aforesaid the said Yanamundrum Shistna-
sawmy Branning sued out of the said Court a certain
other Writt of Sequestration directed to the said Sheriff of
Madras, by which said last mentioned Writt of
Sequestration our said Lord the King commanded
the said Sheriff of Madras forthwith to seize and
Sequester

to seize the Houses lands, goods, effects and debts of the
said Cumbumpauty Ramasawmy Brauniny and them
safely to keep and detain until the said Cumbumpau-
ty Ramasawmy Brauniny should appear and abide
such Order of the said Court as if he had appear-
ed on the
former Process, or until the the said Sheriff should
receive the further Order of the said Court therein,
which said last mentioned Writt afterwards and
before the Return thereof to wit on the said Twenty
fourth day of May was delivered to the said William
Mac Taggart so being Sheriff of Madras as aforesaid to
be by him executed in due form of law. And on the said
Thirty first day of May instant to inform the said Court
what Houses lands, Goods, effects and debts of the said
Cumbumpauty Ramasawmy Brauniny he should have
seized and sequestered with the true and respective
value of the same, and to have then there the last Mentioned
Writt. And the said Yanamundrum Pichumasawmy
Brauniny avers that the said William Mac Taggart
by virtue of the last mentioned Writt of Sequestration to
him directed and being Sheriff as aforesaid, afterwards and before the
Return of the said last mentioned Writt of Sequestration
to wit on the said Twenty fourth day of May in the
Year aforesaid to wit at Madras

Sequestered divers other Goods and Chattels [illegible] of the more
whole debt and damages aforesaid and [illegible] might have) ensued
the said Lambempaddy Ramasawmy [illegible] to appear to
the said last mentioned action by keeping and detaining as
he ought to have done and as by the said last mentioned
Writt of Sequestration he was bound to do the said last
mentioned Goods and Chattels so seized and sequestered
as aforesaid. Yet the said William Mac Leggat so being
Sheriff of Madras as aforesaid and regarding his said duty
as such Sheriff as aforesaid, but contriving and fraudulently
intending to injure and prejudice the said Yenamun-
droom Kistnasawmy Brahmin in this behalf and to
deprive him of the means of compelling [illegible]
the said Yanamundroom Ramasawmy Brahmin
to appear to the said action, and thereby of recovering
the said last mentioned debt and damages, whilst the
said Goods and Chattels so remained in his custody,
seized and sequestered as aforesaid, and before the
Return of the said Writt to wit on the day and Year
last aforesaid and on divers other days and times
between that day and the Return of the last mentioned Writt
of Sequestration so negligently carelessly and incautiously

the said Office of Sheriff as aforesaid, that he there
by then permitted and suffered great part of the
said last mentioned Goods and Chattels to be
sustained, Poinded and taken away out of his custody
and Possession by some person or persons to the said
Yanamundrum Chistnadarumy Branmy unknown
Defendant did immediately give and deliver over to divers other
persons a great part of the said last mentioned Goods
and Chattels, and at the Return of the last mentioned
Writ of Sequestration the said William Mac Taggart
as being such Sheriff as aforesaid (the said Cumbum-
Ipanty Ramasawmy Branmy not having appeared to the
said action, and the said Yanamundrum Chistnadarumy
Branmy not being satisfied his said debt and damages
falsely and deceitfully returned to the said Court that he
had seized, and sequestered property of the said Cumbum-
Ipanty Ramasawmy Branmy valued at Two thousand Star
Pagodas, as by the said Writ and Return thereof now of
Record will more fully and at large appear By means of
which said premises, the said Yanamundrum Chistna-
darumy Branmy saith, that he is greatly injured and
deprived of the means of compelling the said Cumbumpa-
ty Ramasawmy Branmy to appear to the said last
mentioned action and is thereby in peril of
losing

losing Wholly his debt and damages & Dos damage &
Three Thousand Star pagodas and thereupon he brings
his Suit &c.

And afterwards to wit in the same third Term
of the said Year One Thousand Eight hundred and Eight
the said William Moe Taggart by Gilbert Ricketts his
Attorney comes and defends the wrong and injury when &c
and says that he is not guilty of the Trespasses above laid
to his charge in manner and form as the said Yana-
mundrum Krishnasawmy Brawning hath above thereof
complained against him and of this he puts himself
upon the Court &c.

Plea filed 30th July 1808 J.S.

And the said Yanamundrum Krishna-
samy Brawning by Fownes Disney his Attorney
doth likewise.

Issue Joined

And now in this Fourth Term in the Year
of our Lord One Thousand Eight hundred and Eight
that is to say on the Twenty Ninth day of September in
that Year until which day was given as well to the
said Yanamundrum Krishnasawmy Brawning as to
said William to inform the Court of the premises &
come the said parties by their respective Attornies

Plaintiff non suited

of his said Office of Sheriff as aforesaid, that he threw
and there permitted and suffered great part of the
said last mentioned Goods and Chattels to be
purloined, Released and taken away out of his custody
and Possession by some person or persons to the said
Yanamundrum Thistnasawmy Branning unknown
who did moreover give and deliver over to divers other
persons a great part of the said last mentioned Goods
and Chattels, and at the Return of the last mentioned
Writt of Sequestration the said William Mac Taggart
so being such Sheriff as aforesaid (the said Cumbum-
Paudy Ramasawmy Branning not having appeared to the
said action, and the said Yanamundrum Thistnasawmy
Branning not being Satisfied his said debt and damages
falsely and deceitfully Returned to the said Court that he
had Seized, and Sequestered property of the said Cumbum
Paudy Ramasawmy Branning Valued at Two thousand Star
Pagodas, as by the said Writt and Return thereof now of
Record will more fully and at large appear By means of
which said Premises, the said Yanamundrum Thistna-
sawmy Branning Saith, that he is greatly injured and
deprived of the means of compelling the said Cumbumpau-
dy Ramasawmy Branning to appear to the said last
mentioned action and is thereby in peril of
losing

loosing wholly his debt and damages. & this damage of
Three Thousand Star pagodas and therefore he brings
his Suit &c.—

And afterwards to wit in the same First Term
of the said Year One Thousand Eight hundred and Eight
the said William Mac Taggart by Gilbert Burbidge his
Attorney comes and defends the wrong and injury when &c
and says that he is not guilty of the Trespasses above laid
to his charge in manner and form as the said Yanna-
mundrum Kistnasawmy Branniny hath above thereof
complained against him and of this he puts himself
upon the Court &c.—

Plea filed 30th July 1808 G.S

And the said Yanammundrum Kistna-
samy Branniny by Fownes Bussey his Attorney
doth likewise.—

Issue Joined

And now in this Fourth Term in the Year
of our Lord One Thousand Eight hundred and Eight
that is to say on the Twenty Ninth day of September in
that Year until which day was given as well to the
said Yanammundrum Kistnasawmy Branniny as to
said William to inform the Court of the premises &
came the said parties by their respective Attornies
aforesaid

Plaintiff non suited

upon said and the said Justices having heard the allegations
of the respective parties and examined the truth thereof
and duly considered the Evidence produced on both sides
agreed among themselves upon the Verdict to be given &and
upon the premises upon which he the said Yana-
mundreen Kistnasawmy Braming being solemnly
called comes not nor he further prosecute his said &c
Plaint against the said William Therefore according
to the form of the Statute in such case made and &
provided it is considered that the said Yanamundreen
Kistnasawmy Braming take nothing by his said Plaint
but that he and his pledges to prosecute be in Mercy
&c and that the said William go thereof without day —
and it is further Considered by the Court here that
the said William do Recover against the said Yana-
mundreen Kistnasawmy Braming the sum of One
hundred and forty four Pagodas and twenty two Fanams
for his Costs and Charges by him laid out about his defence
in this behalf by the Court now here adjudged to the said
William and with his assent according to the form of the
Statute in such case made and provided and that the
said William have execution &c —

Judgment signed for the Defendant the 27 day of February 1809 Hayes Sy Prothy

And hereupon the said William Mac
Saggart by Gilbert Richetts his Attorney Inter
Writ of our Lord the King

to be directed to the Sheriff of Madras Commanding him to take the Body of the said Yanamundoo Krishnasawmy Branmy to satisfy the said William Mac-Taggart the Sum of One Hundred and forty four Pagodas and twenty two fanams adjudged to the said William Mac Taggart for Costs and Charges by him laid out and expended about his Defence, at the Suit of the said Yanamundoo Krishnasawmy Branmy and it is granted unto him Returnable here on the Sixth Day of March next.—

Writ of Ca. Sa. issued agt the Plaintiff for Costs 27th February 1809

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

Fort St George
Madras ss

Pareyore Lingapaulliappa Modelliar assignee of Terence Fitzgerald Esqr late Sheriff of Madras puts in his place Fownes Disney his Attorney against Averany Nellamootoo, William Abbott and Richard Arthur Maitland in a Plea of Debt.

Fort St George
Madras ss

The said Averany Nellamootoo, William Abbott and Richard Arthur Maitland put in their place William Light their Attorney at the Suit of the said Pareyore Lingapaulliappa Modelliar in the Plea aforesaid.

Fort St George
Madras ss

Be it Remembered that as of the Fourth Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Pareyore Lingapaulliappa Modelliar assignee of Terence Fitzgerald Esqr late Sheriff of Madras by Fownes Disney his Attorney and brought into the said Court then there his certain Plaint against Averany Nellamootoo, William Abbott and Richard Arthur Maitland in a Plea of debt, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followed

Fort St. George Madras ss Parayore Linga-
-praulia[illegible]a Modelliar Assignee of Terence Fitzgerald
Esquire, late Sheriff of Madras according to the form of the
Statute in such case made and provided by Terence Durey
his Attorney complains of Auramy Nellamootoo being an
Hindoo Inhabitant of Madras, and also of William Elliott
and Richard Arthur Maitland being respectively British
Subjects, and as such respectively Subject to the jurisdiction
of this Honorable Court of a Plea that they render to him
the said Parayore Lingapraulia[illegible]a Modelliar Four
hundred and Ninety Star Pagodas of lawful Money of
Madras which they owe to and unjustly detain from him.
For that Whereas the said Auramy Nellamootoo hereto-
fore to wit on the fifteenth day of May in the Year of
Christ One thousand eight hundred and Seven had been
and was arrested by and was then and there in the
custody of the said Terence Fitzgerald then being Sheriff of
Madras aforesaid under and by virtue of a certain Writ
of our Lord the now King called a Pluries Capias ad
Respondendum before them to wit on the day of
in the Year aforesaid issued out of the Honorable the
Supreme Court of Judicature at Madras the said Court
then and there being held at Madras aforesaid by and

of the Suit of the said Paneyore Lingaspaulliappa Modelliar &c
against the said Nellamootoo and directed to Terence Fitzgerald
the then Sheriff of Madras by which said Writ our said Lord
the King commanded the said Sheriff as before he had
often times commanded him that he should arrest and
take the said Auvany Nellamootoo if he might be found in
Madras or in any of the Factories or Territories subject to or
dependant upon the Government thereof and him safely keep
that he might have his body before the Justices of the said
Supreme Court of Judicature at Madras aforesaid on
Thursday the Twenty first day of May then next following
to answer to the said Paneyore Lingaspauliappa Modelliar
in a Suit to recover of the said Auvany Nellamootoo the
Sum of Four hundred and Ninety Star Pagodas in Assumpsit
wherein the said Paneyore Lingaspauliappa Modelliar
had filed his Plaint of Record and that the said Sheriff
should have then there that Writ, which said Writ before
that time had been duly indorsed for Bail for Two
hundred and forty five Star Pagodas by virtue of an affidavit
of the cause of action before then duly made and filed of
record in the said Court according to the form of the Statute
in such case made and provided. And the said Paneyore
Lingaspauliappa in fact saith, that the said Auvany
Nellamootoo having been so arrested and

custody of the said Terence Fitzgerald being [illegible] Sheriff aforesaid
at the suit of the said Pareyore Lingaspa[illegible] Plaintiff
also under and by virtue of the said Writ aforesaid
he the said Terence Fitzgerald as such Sheriff as
aforesaid and before the return of the said Writ to
wit on the fifteenth day of May in the year One
thousand eight hundred and seven at Madras aforesaid
said and within his Bailwick took bail for the
appearance of the said Auvany Nellamootoo at the
return of the said Writ According to the exigency of the
said Writ and upon that occasion the said Auvany
Nellamootoo William Abbott and Richard Arthur
Maitland aforesaid to wit on the said fifteenth
day of May in the Year One thousand eight hundred
and Seven at Madras aforesaid by their certain Writing
Obligatory commonly called a Bail Bond Sealed with
the Respective Seals of them the said Auvany Nella-
=mootoo, William Abbott and Richard Arthur Mait-
=land and to the Court now here Shewn the date where-
=of is on the day and Year last aforesaid acknowledged
themselves to be jointly and Severally held and firmly
bound to the said Terence Fitzgerald by the Name
and addition of Terence Fitzgerald Esquire Sheriff of
Madras

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Madras in the Sum of Four hundred and Ninety Star Pagodas of lawful Money of Madras to be paid to the said Terence Fitzgerald as such Sheriff or his certain Attorney Executors Administrators or Assigns when they the said Nunary Nellamootoo, William Abbott and Richard Arthur Maitland should be thereunto afterwards requested Subject to and dependant Nevertheless upon a certain Condition to the said Writing Obligatory subscribed to the following effect, That if the said Nunary Nellamootoo should appear before the said Supreme Court of Judicature at Madras on Thursday the Twenty first day of May there instant to Answer to the said Pareyore Lingaspandiappa Moodelliar in a Suit to Recover Two hundred and forty five Star Pagodas whereof the said Pareyore Lingaspandiappa Moodelliar had filed his Plaint of Record in the said Court and should give sufficient Security to be approved of by the said Court that he the said Nellamootoo would Stand to and perform the judgement of the said Court upon the premisses and pay all such sum and Sums of Money as should be thereby awarded then the said Obligation to be void and of no force, otherwise that the same should be and remain in full force and virtue as in and by the said

Writing Obligatory and the Condition Money payable being & thereunto had will more fully appear and the said Paneyore Lingapaulliappa Moodelliar in fact further saith that the said Auruany Nellaamootoo did not appear before the said Supreme Court of Judicature at Madras aforesaid on Thursday the Twenty first day of May being the date of the said Writing Obligatory and the day whereof the said Paneyore Lingapaulliappa Moodelliar had filed his Plaint of record in the said Court and did not give Sufficient Security approved of by the said Court and did not give Sufficient Security approved of by the said Court according to the terms of the said Condition of the said Writing Obligatory whereby the said Writing Obligatory hath become forfeited to the said Sheriff. And the said Paneyore Lingapaulliappa Moodelliar in fact further saith that the said Writing Obligatory being so forfeited and the money therein Specified or any part thereof not being paid or satisfied to the said Sheriff afterwards & to wit on the Twenty third day of March in the Year One thousand eight hundred and eight at Madras aforesaid at the Request costs & charges of the said Paneyore Lingapaulliappa Moodelliar the Plaintiff in the said Writing Obligatory Named the said Pereira Fitzgerald

endorsement on the said Writing Obligatory to the said Lenga
Lenga pauliaspra Modelliar made and attested in the
presence of two Credible Witnesses and Sealed with the
Seal of his late office of Sheriff of Madras aforesaid assigned
the said Writing Obligatory to the said Paneyan Lenga-
pauliaspra Plaintiff as aforesaid to be sued for in
manner according to the form of the Statute in such case made
and provided as by the said assignment so indorsed on
the said Writing Obligatory as aforesaid Now Sheweth
to the said Court the date whereof is the day and year
last aforesaid Relation being thereunto had will more
fully appear By means whereof and by force of the Statute
in such case made and provided an action hath accrued
to the said Paneyan Lenga pauliaspra as assignee of
the said Terence Fitzgerald late Sheriff of Madras aforesaid
to demand and have of and from the said Aumany
Nellamootoo William Abbott and Richard Arthur Maitland
the said sum of Four hundred and Ninety Star Pagodas
above demanded - Yet the said Aumany Nellamootoo
William Abbott and Richard Arthur Maitland although
often requested have not nor hath any or either of them
Yet paid the said Four hundred and Ninety Star Pagodas
or any part thereof to the said Terence Fitzgerald
Sheriff of Madras aforesaid

or to the said Paneyore Lingaspanliappa Moodelliar aforesaid Since the said Assignment but to pay the same or any part thereof to the said Paneyore Lingaspanliappa Moodelliar, they the said Auvany Nellamootoo, William Abbott and Richard Arthur Maitland have and each of them hath hitherto Wholly refused, and the said Auvany Nellamootoo William Abbott and Richard Arthur Maitland to pay the same to the said Paneyore Lingaspanliappa Moodelliar still do refuse to the damage of the said Paneyore Lingaspanliappa Moodelliar of Two Thousand Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the first Term One Thousand Eight hundred and Nine in the said Supreme Court of Judicature at Madras until which Term the said Auvany Nellamootoo William Abbott and Richard Arthur Maitland had leave to imparl to the said Plaint and then to Answer the same came as well the said Paneyore Lingaspanliappa Moodelliar by his said Attorney as the said Auvany Nellamootoo William Abbott and Richard Arthur Maitland by their said Attorney and the said Auvany Nellamootoo William Abbott and Richard Arthur Maitland defends the Wrong and Injury when &c. and say

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said Paneyore Lingapaulieppa Modelliar hath above
Here of Complained against them and of this they put
themselves upon the Court &c

And the said Paneyore Lingapaulieppa
Mood.r by Fowree Disney his Attorney doth the like—

And now at this First Term, that is to say
on the Sixteenth day of February in the Year One thousand
eight hundred and Nine to which day was given as well
to the said Paneyore Lingapaulieppa Modelliar as to the
said Auvany Nellamootoo, William Abbott and Richard
Arthur Maitland to inform the Court of the premises— at
which day comes before the Court as well the said Paneyore
Lingapaulieppa Modelliar by his Attorney aforesaid as the
said Auvany Nellamootoo, William Abbott and Richard
Arthur Maitland by their Attorney aforesaid And 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 said Writing Obligatory in the said
Plaint of the said Paneyore Lingapaulieppa Modelliar
above mentioned is the Deed of them the said Auvany
Nellamootoo, William Abbott and Richard Arthur
Maitland as the said Paneyore

Moodelliar hath in his said Plaint in that behalf set forth &c
alledged against them. Wherefore it is considered that the
said Panayore Lingapaulliapa Moodelliar do recover &c
against the said Aurany Nellamootoo, William Abbott and
Richard Arthur Maitland his said debt amounting to
Two hundred and Ninety Seven Star Pagodas and Twenty
Seven Fanams and also the sum of Two hundred and
Seven Star Pagodas and eleven Fanams for his damages
which he hath sustained as well by occasion of the
detaining the said debt as for his costs and charges by him
about his suit in this behalf expended, making together the sum
of Five hundred and four Star Pagodas and thirty eight
Fanams by the Court here adjudged to the said Panayore
Lingapaulliapa Moodelliar by his Assent And let the
the said Aurany Nellamootoo, William Abbott and
Richard Arthur Maitland in as much as they have
their Body be taken &c.

And thereupon the said Panayore Lingapaulliappa
Moodelliar by Fawcus Piney his Attorney prays the Writ of
our Lord the King of Capias ad Satisfaciendum to be directed
to the Sheriff of Madras Commanding him to take the Bodies
of the said Aurany Nellamootoo, William Abbott and Richard

Fourty Seven Fanams for debt which the said Pareyare Linga-
Pauliasspia Moodelliar recover against the said Aurany &
Vi Cornootoo, William Abbott and Richard Arthur &
Maitland and also Two hundred and Seven Star Pagodas
and Eleven Fanams adjudged to the said Pareyare Linga-
Pauliasspia Moodelliar for his damages which he had &
sustained as well on occasion of the detention of the said
debt as for his Costs and Charges by him about his said
suit that behalf Expended, and it is granted unto him—
Writ of Ca. Sa. issued on the 28th. February 1809
Returnable him on the third day of March next.—

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

Madras (to Wit) Ponnamallee Sevapada Modeliar puts in his Place Daniel Neale his Attorney against Charles Wynor in a Plea of Debt—

Madras (to Wit) The said Charles Wynor puts in his Place Orme his Attorney at the Suit of the said Ponnamallee Sevapada Modeliar in the Plea aforesaid——

Madras (to Wit) Be it Remembered that as of the Third Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Ponnamallee Sevapada Modeliar by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Charles Wynor 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

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Madras (to wit) Ponnavalu Sevapada

Plaintiff's Att. filed 19 July 1808

vs

Odelsar by Daniel Neale his Attorney Complains of Charles Wynnox who is a British Subject and as such a Person subject to the Jurisdiction of this Honorable Court for that Whereas heretofore to wit on the first day of February in the year of Christ One thousand seven hundred and Ninety three at Fort St George to wit at Madras the said Charles by his Bond or Writing Obligatory Sealed with his Seal and to the Court here Now Shewn (the date whereof is the day and year aforesaid) Acknowledged to be held and firmly bound to the said Sevapada (by the Name of Ponnavalu Sevaparadoss) in said Sevapada) when he the said Charles should be thereto afterwards requested By reason whereof an action hath accrued to the said Sevapada to demand and have of and from the said Charles the said Nine hundred Star Pagodas (parcel of the said fourteen Thousand Star Pagodas above demanded) And for that afterwards to wit on the seventeenth day of April in

the year of Christ One Thousand seven hundred and
ninety three aforesaid at Fort St George aforesaid in the
Madras aforesaid the said Charles by his [illegible] thereto
writeing Obligatory Sealed with his Seal And to these
here now Shewn (the date whereof is the day and year
last aforesaid) Acknowledge himself to be [illegible]
firmly bound to the said Sevapada in the [illegible]
three thousand and one hundred Star Pagodas to be
paid to the said Sevapada when he the said Charles
should be thereto afterwards requested By reason whereof
an Action hath accrued to the said Sevapada to
demand and have of and from the said Charles the
said three thousand and one hundred Star Pagodas in
Lieu Other parcel of the said fourteen thousand Star Pagodas
above demanded) And also for that afterwards to wit on
the Tenth day of September in the Year of Christ One
Thousand Seven hundred and Ninety five at Madras
aforesaid the said Charles borrowed of and from the
said Sevapada Another large Sum of Money to wit
the Sum of three thousand Star Pagodas of the
Lawful Current Money of Madras to be paid to the
said Sevapada when he the said Charles should

& thereto afterwards requested By reason whereof and
of the said last Mentioned sum of Money remaining
wholly unpaid an action hath accrued to the said
Sevapada to demand and have of and from the said
Charles the said Sum of three thousand Star Pagodas
further Parcel of the said fourteen thousand Star
Pagodas above demanded) and likewise for that
afterward to wit on the fifteenth day of July in the year
Christ One thousand eight hundred and eight at Madras
aforesaid the said Charles Accounted with the said
Sevapada of and concerning divers Sums of Money &c
before that time and then due and owing from the
said Charles to the said Sevapada upon which
Account the said Charles was found to be in arrear
and indebted to the said Sevapada
of seven thousand Star Pagodas of the like lawful &
Current Money of Madras to be paid to the said Sevapada
when he the said Charles should be thereto after-
wards requested By reason of which premises in this
Count Contained and of the said last Mentioned
sum of Money remaining wholly due Owing and
unpaid an Action hath accrued to the said Sevapada
to demand and have of and from the said

said last Mentioned sum of seven thousand three hundred
Pagodas (residue of the said fourteen thousand Star Pagodas
above demanded) Yet the said Charles (although often
requested &c) hath not paid to the said Sevajeeda the
said fourteen thousand Star Pagodas above demanded or
any part thereof But to pay the same the said Charles hath
hitherto Wholly refused and Still doth refuse To the damage
of the said Sevajeeda of seven thousand Star Pagodas
and thereupon he brings his Suit &c —

Tried Exparte

And the said Charles having come by
Robert Byrne his Attorney defended the Wrong and injury when
&c and said nothing in Bar or preclusion of the said
Action of the said Sevajeeda Whereby the said Sevajeeda
remained thereon undefended against the said Charles and by
reason Whereof a day was given to the said Sevajeeda whereon
upon he should come before the Court and verify his
Plaint and Suit. —

Afterwards (that is to say) on the Third day of
October in the Fourth Term which was in the Year One
Thousand Eight hundred and Eight came the said
Sevajeeda 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 Al-
legations of the said Sevajeeda and the Depositions of
the Witnesses produced by him pronounced that the said

said Sevapada mentione are respectively the Dues of the
said Charles And that the said Charles did owe to and
detain from the said Sevapada as well the several
Sums of Nine hundred Star Pagodas and Three thousand
and One hundred Star Pagodas in the said Plaint mentioned
as the Sum of Eighty one Star Pagodas respectively part of the
said Fourteen thousand Star Pagodas above demanded and that
the said Charles did not owe to or detain from the said
Sevapada the Sum of Nine thousand Nine hundred and
Nineteen Star Pagodas residue of the said Fourteen thousand
Star Pagodas above demanded_

And now at this day comes the said Sevapada
by his said Attorney and Prays Judgment for his said
Debt and for the Damages by him sustained by occasion of
the detention thereof It is therefore considered
that the said Sevapada recover against the said Charles his
said Debt to the Amount of the said several Sums of Nine
hundred Pagodas, Three Thousand and One hundred
Pagodas and Eighty one Pagodas and also the Sum of One
hundred and Thirty one Pagodas and Thirty five Fanams
for the damages by him sustained by occasion of the
detention of the same Debt and that the said Charles pay
unto the said Sevapada for the Costs and Charges of the
said Sevapada laid out by him about his

Entered & signed
for the Plaintiff
the 2 day of
March 1809
J Shaw
D Proby

behalf the Sum of One hundred and Thirty six Pagodas and
four Fanams: And the said Charles in Mercy
mercy

And thereupon the said Poonamalee
Modelliar by Daniel Neale his Attorney prays the
Lord the King of Fieri Facias to be directed to the Sher
Madras Commanding him to levy and make
Houses, Lands, Debts and other Effects, Real and
of the said Charles within the jurisdiction of the
Supreme Court of Judicature at Madras aforesaid
and if it be Necessary by Sale thereof, the Sum of
Thousand two hundred and Twelve Pagodas and Three fanams
fanams for debt, which the said Poonamalee Seraphe
Modelliar Recovered against the said Charles, on
One hundred and Thirty Six Pagodas and four fanam
adjudged to the said Poonamalee Seraphada Modelliar for
his damages which he had sustained as well on account
of the detention of the said debt as for his Costs and
by him about his Suit in that behalf expended. And
Writ of Fi. Fa. issued the 2d. of March 1809 is granted unto him, Returnable here on the Third day of
April Next.

54 First Term 1809

Pleas before the Honble
Andrew Strange, [illegible]
the Honble Sir Benjamin [illegible]
Knight, Puisne Justice of [illegible]
Supreme Court of Judicature [illegible]
of the First Term in the [illegible]
thousand eight hundred

Madras(to wit) Sooraty Mungaluru Goorua Pillay puts in
place Daniel Neale his attorney against Henry Bantleman
in a Plea of Trespass on the Case —

Madras(to wit) The said Henry Bantleman puts in his place
William Light his attorney at the Suit of the said
Sooraty Mungaluru Goorua Pillay in the Plea aforesaid

Madras(to wit) Be it Remembered that as of the Fourth
in the Year One thousand eight hundred and eight
the Supreme Court of Judicature at Madras came
Sooraty Mungaluru Goorua Pillay by Daniel Neale his
Attorney and brought into the said Court then there his
certain Plaint against Henry Bantleman in a
Plea of Trespass on the Case and there
are Pledges for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say

Madras (to Wit) Soorady Mungalum Goorua Pillay by Daniel Neale his Attorney Complains of Henry Bantleman who is a British Subject and as such a person amenable to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case. For that Whereas heretofore to wit on the Seventh day of March in the Year of Christ One thousand Eight hundred and Eight at Madras the said Henry made his certain Note in Writing commonly called a Promissory Note his proper hand being thereunto subscribed and bearing date the day and year aforesaid and then and there delivered the same Note to the said Soorady Mungulum Goorua Pillay whereby the said Henry acknowledged that he had borrowed and received from the said Soorady Mungulum Goorua Pillay the Sum of Two hundred and Fifty Star Pagodas and promised to pay the same Sum with Twelve per Cent Interest on the Seventh day of June in the same Year One thousand Eight hundred and Eight By reason whereof and by force of the Statute in such Case made and provided the said Henry became liable to pay to the said Soorady Mungalum Goorua Pillay the said Sum of Money in the said Note specified according to the tenor and effect of the same Note And being so liable the said Henry in consideration thereof afterwards to wit on the said Seventh day of March in the Year of Christ aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Soorady Mungalum Goorua Pillay to pay him the

said Sum of Money in the said Note specified according
to the tenor and effect of the said Note And being
afterwards to wit on the Tenth day of Septem
Year of Christ One thousand Eight hundred
aforesaid at Madras aforesaid the said Henry
indebted to the said Sooraby Mungaluru Goorua
in the Sum of Six hundred Star Pagodas of the
Current Money of Madras, for Money by the
Sooraby Mungaluru Goorua Pillay before that
lent and advanced to the said Henry and at his special
instance and request. And being so indebted the
Henry in consideration thereof afterwards to wit
the same day and Year last aforesaid at Madras
aforesaid, undertook and then and there faithfully promised
the said Sooraby Mungaluru Goorua Pillay to pay
the said last mentioned Sum of Money when he the
said Henry should be thereto afterwards requested.

And Whereas the said Henry afterwards to wit on the
same day and year last aforesaid at Madras aforesaid was
indebted to the said Sooraby Mungaluru Goorua Pillay in
the further Sum of Six hundred Star Pagodas of like lawful
ful Current Money of Madras, for Money by the said Sooraby
Mungaluru Goorua Pillay before that time paid out —
expended and paid for the said Henry and at his like

special instance and request. And being so indebted the said Henry in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said Soorady Mungalum Goorua Pillay to pay him the said last mentioned Sum of Money when he the said Henry should be thereto afterwards requested. And Whereas also the said Henry afterwards to wit on the same day and year last aforesaid, at Madras aforesaid was indebted to the said Soorady Mungalum Goorua Pillay in the further Sum of Six hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Henry before that time had and received to the use of the said Soorady Mungalum Goorua Pillay. And being so indebted 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 Soorady Mungalum Goorua Pillay to pay him the said last Mentioned Sum of Money when he the said Henry should be thereto afterwards requested. And Whereas the said Henry afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Soorady Mungalum Goorua Pillay of and concerning divers other Sums of Money before that time due and owing from the said Henry to the said Soorady Mungalum Goorua Pillay and then being in arrear

and unpaid and upon that accounting the said Henry
was then and there found to be in arrear
to the said Loovady Mungaluru Goorua Pillay
Sum of Six hundred Star Pagodas of like lawful
Current Money of Madras. And being so found
afterwards to wit on the same day and Year last
at Madras aforesaid undertook and then and there
fully promised the said Loovady Mungaluru Goorua
Pillay to pay him the said last mentioned Sum of
Money when he the said Henry should be there-
unto requested. Yet the said Henry not regarding
said several promises and undertakings so by him in
manner and form aforesaid made but contriving
fraudulently intending craftily and subtilly to deceive and
defraud the said Loovady Mungaluru Goorua Pillay
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 Loovady Mungaluru Goorua Pillay
although he to do he the said Henry was requested
by the said Loovady Mungaluru Goorua Pillay 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 Soorady Mungalum Goorua Pillay the said Henry hath hitherto wholly refused and still doth refuse. — To the damage of the said Soorady Mungalum Goorua Pillay of Six hundred Star Pagodas and therefore he brings his Suit &c.

And afterwards that is to say in the fourth Term of the Year One thousand Eight hundred and eight in the said Supreme Court of Judicature at Madras — until which Term the said Henry Bantleman had leave to imparl to the said Plaint and then to Answer the same came as well the said Soorady Mungalum Goorua Pillay by his said Attorney as the said Henry Bantleman by his said Attorney and the said Henry Bantleman defends the wrong and and injury when &c and says that he did not undertake or promise in manner and form as the said Soorady Mungalum Goorua Pillay hath above thereof complained against him and of this he puts himself upon the Court &c —

Filed 20th October 1808

Issue Joined

And the said Mungalum Goorua Pillay doth the like. —

Afterwards for the Trial of the Issue so as aforesaid joined between the parties a day was given by the Court to them respectively. —

At which day being the thirteenth day of February in this first Term of the year One thou

hundred and Nine come the parties aforesaid by their respective Attornies aforesaid And the said Court having heard examined and considered all the allegations of the said parties and the depositions of the Witnesses addduced by them respectively have pronounced that the said Henry did undertake and promise in manner and form as the said Soorady Mungaleen Pelley hath above thereof complained against him And the said Justices have assessed the damages sustained by the said Soorady Mungaleen Gooroo Pelley by reason of the Non performance by the said Henry of his several promises and undertakings in the Plaintiffs Declaration to the Sum of two hundred and eighty Pagodas Fanams and twenty Cash over and besides the Costs and Charges of the said Soorady Mungaleen Gooroo Pelley by him about his Suit in this behalf expended - It is therefore considered and Adjudged that the said Soorady Mungaleen Gooroo Pelley recover against the said Henry his damages aforesaid to the said Sum of two hundred and eighty Pagodas Eleven Fanams and twenty Cash - and that the said Henry pay unto the said Soorady Mungaleen Gooroo Pelley for his said Costs and Charges the Sum of One hundred and twenty Pagodas and Seven Fanams amounting damages Costs and Charges Aforesaid Five hundred Pagodas eighteen Fanams and twenty Cash And the said

Judgment signed for the Plaintiff the 13th day of March 1809
I Shaw
Dy Prothy.

First Term 1809

Goorma Pillay by Daniel Neale his Attorney Inter alia
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 to Satisfy the
said Soorady Mungalum Goorma Pillay of Four
Hundred Pagodas Eighteen Fanams and Twenty Cash
which the said Soorady Mungalum Goorma Pillay
Recovered against the said Henry for damages
Sustained as well by Occasion of the Non performance of certain promises and undertakings lately
made by the said Henry to the said Soorady
Mungalum Goorma Pillay as for his Costs and
Charges by him about his Suit in that behalf
Expended and it is granted unto him Returnable
here on the Twenty Second day of March instant

First Term 1809

Pleas before the Honble
Andrew Strange, Knight,
the Honble Sir Henry Gwen
and the Honble Sir Benjamin
Knight, Puisne Justices of
Supreme Court of Judicature
Madras of the First Term
Year one thousand eight hundred
and Nine -

Madras to Wit — Praboo Doss puts in his place Daniel Neale his Attorney
against William Abbott and Richard Arthur
-lared of a Plea of Trespass on the Case, upon Pro
Madras to Wit — The said William Abbott and Richard Arthur
put in their place William Light their Attorney.
Suit of the said Praboo Doss of the Plea aforesaid

Madras to Wit — Be it Remembered that as of the Fourth Ter
in the Year one thousand eight hundred and eight
before the Supreme Court of Judicature at Madras
came Praboo Doss by Daniel Neale his Attorney
brought into the said Court then there his certain
Plaint against William Abbott and Richard Arthur
-lared of a Plea of Trespass on the Case upon promises
and Pledges for the prosecution, to wit, John Doe and Ri

First Term 1809

Madras to wit Prabo Doss by Daniel Neale his attorney complains of William Abbott and Richard Arthur Maitland who are British Subjects and as such Persons respectively amenable to the Jurisdiction of this Honorable Court of a Plea of trespass on the Case For that Whereas at the time hereinafter in this Count Mentioned the said William and Richard Arthur were persons using Commerce as Copartners according to the Custom of Merchants under the Names and by the Style and Firm of Abbott and Maitland (to wit) at Madras. And Whereas heretofore to wit on the twenty first day of December in the Year of Christ One thousand eight hundred and Seven at Madras aforesaid the said William and Richard Arthur Made their certain Note in Writing commonly called a promissory Note their Names Style and Firm aforesaid being thereunto subscribed and bearing date the day and Year aforesaid and then and there delivered the same Note to the said Prabo Doss whereby the said William and Richard Arthur promised at one Months after the Date thereof to pay to the said Prabo Doss or order three hundred Star Pagodas with interest at twelve per Cent per Annum for Value received By means whereof and by force of the Statute in such Case made and provided the said William and Richard Arthur became liable to pay to the said Prabo Doss the said sum of Money in the said Note specified According to the tenor and effect of the said Note and being so liable the said William and Richard Arthur in Consideration thereof afterwards to wit on the

1809

Judgment Roll

1st Term

Section 4.

and year aforesaid at Madras aforesaid [illegible] and there
and there faithfully promised the [illegible] to pay
him the said sum of Money in the [illegible]
According to the tenor and effect of the [illegible] And
Whereas the said William and Ri[illegible]
wards to wit on the tenth day of Septembe[illegible]
Christ One thousand eight hundred [illegible] at Madras
aforesaid were indebted to the said [illegible]
sum of six hundred Star Pagodas of the [illegible] Current
Money of Madras for Money by the said [illegible]
before that time lent and advanced to the said [illegible]
William and Richard Arthur and at their request
instance and request And being so indebted the said
William and Richard Arthur in consideration thereof
afterwards to wit on the same day and year [illegible]
at Madras aforesaid undertook and then [illegible]
faithfully promised the said Praboo Dosa to pay the
said last mentioned sum of Money when he the
William and Richar Arthur should be thereunto
afterwards requested and Whereas the said William
and Richard Arthur afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
accounted with the said Praboo Dosa of and concerning
divers other sums of Money before that time due and
owing from the said William and Richard Arthur
to the said Praboo Dosa and then being in arrear and

Last Term 1809

Richard Arthur were then and there found to be
and indebted to the said Praboo Doss in the further
of six hundred Star Pagodas of like lawful current
of Madras and being so found in arrear and
debted the said William and Richard Arthur in &c
consideration thereof afterwards to wit on the same day and
last aforesaid at Madras aforesaid undertook and
faithfully promised the said Praboo Doss
pay him the said last Mentioned Sum of Money
when they the said William and Richard Arthur
should be thereto afterwards requested Yet the said &c
William and Richard Arthur not regarding their
said several promises and undertakings &c by them
in manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly &c
deceive and defraud the said Praboo Doss in this behalf
have not nor hath either of them yet
several Sums of money or any or either of them or any
part thereof to the said Praboo Doss (although &c to do
the said William and Richard Arthur were required
by the said Praboo Doss 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 Praboo Doss the said William and
Richard Arthur have and each of them hath hitherto
wholly refused and still do refuse - To the damage
the said Praboo Doss of six

and Therefore he being his first

And afterwards that is to say on the fourth

inparlance day of November in the Vacation of the First Term

Term of the said Year One Thousand Eight hundred and

eight until which day the said William Abbott and

Richard Arthur Maitland had leave to imparl to the

said Praboo Doss by his said Attorney as well William

Abbott and Richard Arthur Maitland by their Attorney

and the said William Abbott and Richard Arthur

Maitland defend the wrong and injury when &c and say that

Hea filed 4.th November 1808 they did not undertake or promise in manner and form

as the said Praboo Doss hath above thereof complained

against them and of this they put themselves

Cont.d &c.—

And the said

Praboo Doss doth the like.—

Issue Joined

Afterwards that is to say on

Sixteenth day of February in this first Term of the year

One thousand Eight hundred and Nine Come the said

Praboo Doss and also the said William and Richard Arthur

by their respective Attorneys aforesaid and thereupon

the said William and Richard Arthur relinquishing

their plea by them above Pleaded say that they cannot

deny the said Actions of the said Praboo Doss nor but

that they did undertake and promise in Manner

...ained against them nor but that the said Prabo
...hath sustained damage by occasion of the Non
...formance by them the said William and Richard
...ther of their several promises and undertakings in
...e Plaint Mentioned to the sum of Three hundred
...d forty three Pagodas ...
...Pagodas Thirty One Fanams and Forty Cash
...rcel of the damages by the Plaint suppose / over and
...besides his Costs and Charges by him about his Suit in this
...behalf expended Whereupon the said Prabo Dofs Pray ...
...Judgment for the damages so as aforesaid confessed and
...for his said Costs and Charges It is therefore Considered ...
...and Adjudged that the said Prabo Dofs recover against the
...said William and Richard Arthur his damages afore-
...said to the said sum of Three hundred and forty three
...Pagodas thirty One Fanams and forty Cash And that ...
...the said William and Richard pay unto the said Prabo
...Dofs for his said Costs and Charges the sum of Eighty
...three Pagodas and ten Fanams Which damages ...
...Costs and Charges Amount to Four hundred and ...
...twenty six Pagodas forty one Fanams and forty Cash
...And the said William and Richard Arthur in ...
...Mercy &c—

...And thereupon the said Prabo Dofs by ...
...Daniel Neale his Attorney prays the Writ ...
...the Issuing of Capias ...

Judgment Signed
for the Pltff
the 14th day of
March 1809.
Before
[illegible]
Esqr
Mayr

directed to the Sheriff of Madras
to take the Body of the said William
Arthuen to Satisfy the said Praboo
Hundred and Twenty Six Pagodas
Fanams and forty Cash which the said Praboo
Dass recovered against the said William and
Richard Arthuen for damages sustained
by occasion of the Non performance of
premises and undertakings lately made by the
said William and Richard Arthuen to the said
Praboo Dass as for his Costs and Charges by him
his suit in that behalf Expended, and to
unto him Returnable here on the Twenty
of March instant.

Writ of Ca ad Sr
issued on the 14th
March 1809

1/4 Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the First Session on the Year one Thousand eight hundred and Nine -

Madras } Nammalwaur Modelly puts in his place Thomas Annesley Browne his Attorney against Vadaga Savvy Naicker of a Plea of Trespass on the Case -

Madras } The said Vadaga Savvy Naicker in his proper person at the Suit of the said Nammalwaur Modelly of the Plea aforesaid -

Madras } Be it Remembered that in the Vacation of the Second Session on the year one Thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Nammalwaur Modelly by Thomas Annesley Browne his Attorney and brought into the said Court then there his Certain Plaint in Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint

First Term 1808

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Plaintiff in assumpsit
filed 19. April
1808 - L.

Madras to wit Nammalvaier Wife of [illegible] Merchant
ley Browne his Attorney complains of Vadaga Sawmy Naicken
being a Hindoo Inhabitant of Madras and a [illegible] a person
liable to the Jurisdiction of this Honorable [illegible] Court For that
Whereas the said Vadaga Sawmy Naicken [illegible]
on the Eleventh day of January in the Year [illegible] Thousand
Eight Hundred and Four at Madras aforesaid [illegible] his
certain Note in writing in the Malabar Language [illegible] according
to the customs of the Hindoo Natives of India [illegible]
whereof is the same day and Year aforesaid [illegible]
acknowledged to have borrowed and received [illegible]
Nammaul the Wife of the said Nammalvaier [illegible]
the Sum of Three Hundred Star Pagodas Current Money
of Madras and the said Vadaga Sawmy Naicken [illegible]
thereby engage to pay to the said Latchmanaiammal
every Month the interest which might arise [illegible]
said Sum of Three hundred Star Pagodas at the rate
Twelve per Cent per Annum amounting to Three
Pagodas commencing from the said Month of
January and the said Vadaga Sawmy Naicken did
further bind himself to pay the said Principal Sum
of Three Hundred Star Pagodas on demand by
means whereof and by force of the customs and

liable to pay to the said Nammanlwaur Modelly
the said Sum of Money in the said Note Mentioned according
to the tenor and effect of the said Note and being so liable to
the said Vadaga Sawmy Naicker in consideration thereof
afterwards to wit on the same day and Year aforesaid at Madras
aforesaid undertook and to the said Nammanlwaur theree
and there faithfully promised to pay him the said Sum of
Money in the said Note mentioned according to the tenor and
effect thereof - And Whereas the said Vadaga Sawmy
Naicher afterwards on the same day and Year aforesaid at
Madras aforesaid was indebted to the said Nammanl-
waur Modelly in other Three Hundred Star Pagodas Current
Money aforesaid for so much money by the said Nammanl-
waur Modelly before that time lent and advanced to the said
Vadaga Sawmy Naicher at his Special instance and
request and being so indebted the said Vadaga Sawmy
Naicher in consideration thereof afterwards to wit on the
same day and Year aforesaid at Madras aforesaid under-
took and to the said Nammanlwaur Modelly there and
there faithfully promised to pay him the said last
mentioned Sum of Money when the said Vadaga
Sawmy Naicher should be thereto afterwards requested
And Whereas the said Vadaga Sawmy Naicher
afterwards to wit on the

aforesaid at Madras aforesaid [illegible] to the said
Nammanaiken Modelly in other
Star Pagodas Current Money aforesaid [illegible] money by
the said Vadaga Sawmy Naicker before that time
had and received to the use of the said Nammana-
iken Modelly and being so indebted the said
Vadaga Sawmy Naicker in consideration thereof
afterwards to wit on the same day and year
aforesaid at Madras aforesaid undertook and to the
said Nammanaiken Modelly then and there faith-
fully promised to pay him the said last mentioned
Sum of Money when the said Vadaga Sawmy
Naicker should be thereto afterwards requested And
Whereas the said Vadaga Sawmy Naicker after-
wards to wit on the same day and year aforesaid
at Madras aforesaid accounted together with the said
Nammanaiken Modelly of and concerning divers
other Sums of Money before that time due and ow-
ing from the said Vadaga Sawmy Naicker
to the said Nammanaiken and there being in
arrear and unpaid and upon which accounts the

found in arrear and indebted to the said Nammanduwar
Modelly in another large Sum of Money to wit the
Sum of other Three Hundred Star Pagodas Current
Money aforesaid and being so found in arrear and
indebted the said Vadaga Sawmy Naicker in considera-
tion thereof afterwards to wit on the same
Year aforesaid at Madras aforesaid undertook and to
the said Nammanduwar Modelly then and there
faithfully promised to pay him the said last Mentioned
Sum of Money when he the said Vadaga Sawmy
Naicker should be thereto afterwards requested. Yet the
said Vadaga Sawmy Naicker 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
said Nammanduwar Modelly in this behalf hath not
as yet paid the said several Sums of money or any part
thereof to the said Nammanduwar Modelly (although
so to do he the said Vadaga Sawmy Naicker was often
requested by the said Nammanduwar Modelly but he
to do this hath hitherto Wholly refused and still doth
refuse so to do to the said Nammanduwar Modelly
his damages of Five Hundred Star Pagodas and there-
fore he brings suit.

And now in

First Term 1809 79

Tried Exparte

the Year of our Lord One thousand Eight hundred
and Eight that is to say on the Twenty
September in that year untto Which
as well to the said Nammanalvaver Moodelly as to the
said Vadaga Sawmy Naicker to inform the Court
of the premises comes the said Nammanalvaver
Moodelly by Gilbert Richetts his Attorney and
the said Vadaga Sawmy Naicker although solemnly
demanded came not - nor did he say any thing in
bar or preclusion and so forth and the
having heard the allegations of the party
examined the truth thereof and duly considered
Evidence produced on the part of the said
that the said Vadaga Sawmy Naicker did
and promise in manner and form as the
Nammanalvaver Moodelly hath above thereof
against him and they assess the damages of the
Nammanalvaver Moodelly on occasion of the Non performance
of the several promises and undertakings above mentioned
over and above his costs and charges by him about his
suit in this behalf expended to Four hundred and
Eighty four Pagodas thirty six Fanams and for those
costs and charges to One hundred and fifty one Pagodas
and twenty Seven Fanams - Therefore it is

20 Trin Term 1809

Judgment signed for the said Nammanlwana Maselly de Pennier against
for Costs Rule Nisi the said Vadaga Lawony Naicken his said damages
the 12 day of June
1809 Costs and Charges in form aforesaid aforesaid Which
By Rule said damages Costs and Charges in the Whole Amount
to six hundred and thirty six Pagodas and Eighteen Fanams - and the said Vadaga Lawony Naicken in
Mercy
Mercy &c

First Term 1891

21

89 First Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and Nine.

Madras to Wit. Adrian De Fries, John De Fries, the Younger, and Thomas De Fries put in their place Daniel Neale their Attorney against Moopenaloo Soobarayaloo Brahmin in a Plea of Debt, on Judgment Recovered.

Madras to Wit The said Moopenaloo Soobarayaloo Brahmin in his proper person at the Suit of the said Adrian De Fries, John De Fries, and Thomas De Fries in the Plea aforesaid.

Madras to Wit Be it Remembered that as of the Second Term in the Year of our Lord one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Adrian De Fries, John De Fries, the Younger, and Thomas De Fries by Daniel Neale their Attorney and brought into the said Court then there their certain Plaint against Moopenaloo Soobarayaloo Brahmin in a Plea of Debt, on Judgment Recovered, and there are Pledges for the Prosecution, to wit, John Doe and Richard Roe, which said Plaint followed in these words that is to say

Madras

First Term 1809

Plaintiffs debt
on Judgment recovered
filed 31st May
1808

Madras to Wit Adrian De
De Fries the younger and Thomas
Daniel Neale their Attorney Complains of Mooperalso
Soobaroyaloo Branning Who is an Hindoo Inhabitant of
and as such Subject to the Jurisdiction of this Honorable Court
of a Plea that he render to the said Adrian
the Younger and Thomas De Fries Three Thousand One
hundred and five Pagodas and twenty five Fanams of the
Current Money of Madras which he owes to
detains from them For that Whereas heretofore
viz on or as of the Fourth Term in the Year of Christ
Eight hundred and five in the Supreme Court
of our Lord the King at Madras the said
De Fries the younger, and Thomas De Fries by
Consideration and Judgment of the said Court
against the said Mooperalso Soobaroyaloo Bran
Certain Debt of Three Thousand Pagodas which
them and them in and by the said Court adjudged to the
Adrian John De Fries the Younger and Thomas De
And also One hundred and five Pagodas and twenty five
Fanams for the Costs and Charges of the said Adrian John
De Fries the Younger and Thomas De Fries laid out by them
about their Suit in that behalf Whereof the said Mooperalso
Soobaroyaloo Branning was convicted as by the record of the said
Judgment now remaining in the said Supreme Court of
Judicature of our Lord the King at Madras More fully

and Supreme Court in its full force Strength and Effect and
is in the least Reversed Annulled Vacated set aside frustrated
satisfied or discharged And the said Adrian John De Fries
the Younger and Thomas De Fries have not nor have nor
hath any or either of them as yet sued out or Obtained any
execution of or upon the aforesaid Judgment to in form
aforesaid recovered Whereby an action hath accrued to the said
Adrian John De Fries the Younger and Thomas De Fries
to demand and have of and from the said Mooperaloo
Soobaroyaloo Brahmin the said Three Thousand One hundred
and five Pagodas and twenty five fanams above demanded
Yet the said Mooperaloo Soobaroyaloo Brahmin (altho often
requested) hath not paid the said Three Thousand One
hundred and five Pagodas and twenty five fanams
above demanded or any part thereof but to pay the same
and every part thereof the said Mooperaloo Soobaroyaloo
Brahmin hath hitherto Wholly refused and still doth
refuse To the damage of the said Adrian John De
Fries the Younger and Thomas De Fries of five hundred
Star Pagodas and therefore they bring their suit &c

And the said Mooperaloo Soobaroyaloo Brahmin
not having been found within the Jurisdiction of this
Court and not having appeared to Answer the said Plaint
and Suit of the said Adrian John and Thomas

although divers days were given by the Court to the said Moo-
-speralee Soobanoyalee Brauniny and although [illegible] were
made from time to time in open Court for the said
Moosperalee Soobanoyalee Brauniny to appear [illegible] further given to the said Adrian John and Thomas
Whereupon they should come before the Court and Prosecute
their said Plaint and Suit

At which day being the Thirteenth
February in this Term Come the said Adrian John
and Thomas by their said Attorney and alleged
to the Court the Matters of the said Plaint And the Court
of this Court having heard examined and considered the
allegations of the said Adrian John & Thomas and the
depositions of the Witnesses adduced by them respectively
have Pronounced that the said Mooperalee Soobanoyalee
Brauniny doth due to and detain from the said
Adrian John and Thomas the said Two Thousand
Eight hundred and Sixty five Pagodas and Twenty four
Fanams above demanded in Manner and Form as the
said Adrian John and Thomas have above thereof
Complained against the said Mooperalee Soobanoyalee Brauniny

And now at this day come the said Adrian
John and Thomas by their said Attorney and pray the
Judgment of the Court of and upon the Premises

It is therefore Considered and adjudged that the said Adrian John and Thomas recover against the said Mooperaloo Soobaroyaloo Branning for their said Debt the said Sum of Two Thousand Eight hundred and Sixty five Pagodas and Twenty five Fanams and for their damages sustained by occasion of the detention of the same debt the Sum of Seven hundred and Eight Pagodas and Eight Fanams And that the said Mooperaloo Soobaroyaloo Branning pay unto the said Adrian John and Thomas for their said Costs and Charges the Sum of One hundred and Seventy Pagodas and Twelve Fanams Which debt Damages Costs and Charges Amount to Three Thousand Eight hundred and Nineteen Pagodas and the said Mooperaloo Soobaroyaloo Branning in Mercy &c.

And thereupon the said Adrian John and Thomas by Daniel Neale their Attorney pray the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Houses, Lands, Debts and other Effects, Real and Personal of the said Mooperaloo Soobaroyaloo Branning within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be necessary by Sale thereof, the Sum of Two Thousand Eight hundred and Sixty five Pagodas and Twenty five Fanams for debt which the said Adrian John and Thomas recovered against

First Term 1809

Moosperaloo Soobarayaloo Browning the Surviving Son and Eighty three Pagodas and Eight Fanams for their damages which they had sustained in consequence of the detention of the same debt and also One hundred and Twelve Fanams for their Costs and Charges in their Suit in that behalf expended which debt Costs and Charges Amount to Three thousand Eight hundred and Nineteen Pagodas - and it is granted unto them

Writ of Ca. Sa. issued on the 20th March 1809

returnable here on the Twentieth day of April

Term 1809

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

Madras to Wit Thomas De Fries puts in his place Daniel Neale his Attorney against Moopevala Soobarayaloo Branning in a Plea of Debt, on Judgment Recovered—

Madras to Wit The said Moopevala Soobarayaloo Branning in his own Person at the Suit of the said Thomas De Fries in the Plea aforesaid—

Madras to wit Be it Remembered that as of the Second Term in the Year of our Lord One thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Thomas De Fries by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Moopevala Soobarayaloo Branning in a Plea of Debt, on Judgment Recovered 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

First Term 1809

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Plaint in debt on Judgment Recovered &c Filed 21. May 1808

Madras to wit. Thomas De Fries by Daniel Neale his Attorney, Complains of Mooperala Soobaroyaloo Braminy who is an Hindoo Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Thomas Three Thousand three hundred and Five Pagodas Sixty two Fanams and Seventy two Cash of the Lawful Current Money of Madras which he owes to and unjustly detains from him For that Whereas heretofore (that is to say) in or as of the fourth Term in the Year of our Lord one Thousand Eight hundred and five in the Supreme Court of Judicature of our Lord the King at Madras the said Thomas by the Consideration and Judgment of the said Court Recovered against the said Mooperala Soobaroyaloo Braminy a certain Debt of Three Thousand two hundred and Eleven Pagodas Nine Fanams and Seventy two Cash which were then and there in and by the said Court Adjudged to the said Thomas and also Ninety four Pagodas and Twenty three Fanams for his Costs and Charges of the said Thomas laid out by him about his suit in that behalf whereof the said Mooperala Soobaroyaloo Braminy was Convicted as by the Record and Proceedings thereof still remaining in the said Supreme Court of Judicature at Madras more fully appears which said Judgment still remains in full force strength and effect not in any wise reversed

not a side vacated paid off satisfied or discharged and the said
Thomas hath not as yet sued out or obtained any Execution
of or upon the aforesaid Judgment so in form aforesaid
recovered Whereby an action hath accrued to the said Thomas
to demand and have of and from the said Mooperala
Soobarayaloo Branniny the said three thousand three
hundred and five Pagodas Thirty two Fanams
rala Soobarayaloo Branniny (altho often requested) hath not
paid the said three thousand three hundred and five
Pagodas thirty two fanams and seventy two Cash above
demanded or any part thereof But to pay the same and
every part thereof the said Mooperala Soobarayaloo Branniny
hath hitherto wholly refused and still doth refuse
To the damage of the said Thomas of Five hundred
Star Pagodas and therefore he brings his suit &c

And the said Mooperaloo Soobarayaloo
Branniny not having been found within the Jurisdiction
of this Court and not having appeared to Answer the said
Plaint and Suit of the said Thomas (although divers days
were given by the Court to the said Mooperaloo Soobarayaloo
Branniny and although proclamation was made from
time to time in open Court for the said Mooperaloo
Soobarayaloo Branniny to appear) a day was further
given to the said Thomas whereupon he should come
before the Court and verify his said Plaint and Suit
At which day being the Thirtieth

First Term 1809

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February in this Term comes the said Thomas 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 Thomas and the depositions of the Witnesses adduced by him have pronounced that the said Mooperaloo Soobarroyaloo Braminy doth owe to and detain from the said Thomas the said Three thousand three hundred and Ninety three Pagodas one fanam and seventy six Cash above demanded in manner and form as the said Thomas hath above there of complained against the said Mooperaloo Soobarroyaloo Braminy.

And now at this day comes the said Thomas by his said Attorney and prays the Judgment of the Court of and upon the premises.

It is therefore considered and adjudged that the said Thomas recover against the said Mooperaloo Soobarroyaloo Braminy for his said debt the said sum of Three thousand three hundred and Ninety three Pagodas one fanam and seventy six Cash and for his damages by him sustained by occasion of the detention of the same debt the sum of One thousand three hundred and Ninety one Pagodas two fanams and six Cash and that the said Mooperaloo Soobarroyaloo Braminy pay unto the said Thomas for his said Costs and

Judgment signed for the Plaintiff the 20th March 1809
J Shaw
Dy Petty

the Sum of One hundred and Seventy Pagodas and thirteen Fanams Which debt damages Cost and Charges amount to Four thousand Nine hundred and fifty four Pagodas Seventeen Fanams and two Cash and the said Moopenaloo Soobarayaloo Brauning in Mercy &c.

And thereupon the said Thomas DeFries by Daniel Neale his Attorney prays the Writ of our Lord the King of Fierre Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Goodes, Lands, Debts and other Effects, Real and Personal of the said Moopevala Soobarayaloo Brauning 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 thousand three hundred and Ninety three Pagodas One Fanam and Seventy Six Cash for debt which the said Thomas DeFries recovered against the said Moopevala Soobarayaloo Brauning and also One thousand three hundred and Ninety One Pagodas two Fanams and Six Cash adjudged to the said Thomas DeFries for his damages which he had sustained on account of the detention of the said debt and also One hundred and Seventy Pagodas and thirteen Fanams for his Costs and Charges by him about his Suit in that behalf expended which debt, damages Costs and Charges amount to Four thousand Nine hundred and fifty Four Pagodas

1809

Judgment Roll

2nd Term

Section 5

Writ of Fi Fa
issued on the
20th March 1809

and Seventeen Summons and two Cases And it is granted unto him, Returnable hereon on the 20th day of April Next

Second Term 1809

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

Madras } Sadrangapatam Veniagum Modelliar puts in his
to wit } place William Leight his Attorney against Madura
Naigum Pillay in a Plea of Trespass on the Case
Madras } The said Madura Naigum Pillay puts in his place
to wit } Toomey Dooney his Attorney at the Suit of the said
Sadavangapatam Veniagum Modelliar in this behalf

Be it Remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Sadvangapatam Veniagum Modelliar by William Leight his Attorney and brought into the said Court then there his certain Plaint against Madura Naigum Pillay 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

Second Term 1809

Plaintiff's Exhibit filed 11th May 1809 L.S.

Fort Saint George Madras Sadrangapatam Veniagum Moodelliar by William Light his Attorney Complains of Madura Naigum Pillay an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas before and at the time of the making the promise and undertaking of the said Madura Naigum Pillay hereinafter next mentioned one Coopoo Naig was Justly and truly indebted to the said Sadrangapatam Veniagum Moodelliar in a large Sum of Money to wit the Sum of Eight thousand Star Pagodas of lawful Money of Madras by virtue of a certain writing obligatory under the hand and Seal of the said Coopoo Naig bearing date the first day of October in the Year One thousand eight hundred and Condition for the Payment of Four thousand Star Pagodas payable on demand with Interest at Twelve Pagodas Cent per Annum and which said Sum of Money before and at the time of the making of the promises and Undertakings of the said Madura Naigum Pillay hereinafter next Mentioned was due and unpaid to the said Sadrangapatam Veniagum Moodelliar he the said Sadrangapatam Veniagum Moodelliar in order to procure and Compel Payment of the Same afterwards and before the time of the making of the promises and undertakings of the said Madura Naigum Pillay hereinafter next Mentioned

Second Term 1809

day of October in the year one thousand Eight hundred and two instituted his certain Suit in the Zillah Court of Carangooly to wit at Madras aforesaid to recover the said Sum of Four thousand Star Pagodas and the Interest thereon due thereon from the said Coopoo Naig according to the custom of the said Court of Carangooly that thereupon — and before the making the promise and undertaking of the said Madura Naiguru Pillay hereinafter next Mentioned certain process was directed by the said Zillah Court of Carangooly to be sued out and was sued out — against the said Coopoo Naig by virtue of which said — process the said Coopoo Naig was arrested at Carangooly to wit at Madras aforesaid and being so arrested he the said Coopoo Naig gave Bail for his appearance to the said Suit according to the Custom of the said Court at Carangooly to wit at Madras aforesaid of all which — said premises the said Madura Naigum Pillay — afterwards to wit on the twenty Ninth day of March — in the Year One thousand eight hundred and five — at Madras aforesaid there had Notice and thereupon in consideration that the said Sadvangasatam Veriagurru Modelliar at the Special instance and request of the said Madura Naigum Pillay would withdraw the Suit

aforesaid against the said Coopoo Naig and would not proceed
any further against him in the same in consideration
that the said Sadrangapatam Veniagum Moodelliar would
give up the Interest due on the said Sum of Four thousand
Star Pagodas that he the said Madura Naiguru Pillay and
Coopoo Naig should and would Pay to the said Sadrangapatam
Veniagum Moodelliar the said Sum of Four thousand Star
Pagodas being the Principal Sum due on the aforesaid
writing Obligatory within the Month of April One thousand
eight hundred and five and that in default of Payment within
the Month of April One thousand eight hundred and five
as aforesaid that he the said Madura Naiguru Pillay and
Pay the said Sadrangapatam Veniagum Moodelliar the said
Sum of Four thousand Star Pagodas with Interest at the rate
of Twelve per Cent per Annum and the said Sadrangapa-
tam Veniagum Moodelliar in fact says that he confided
in the said Promise and undertaking of the said Madura
Naiguru Pillay afterwards to wit on the twenty Ninth day of
of March in the Year last aforesaid at Carangoly to wit at
Madras aforesaid at the said instance and request of the said
Madura Naiguru Pillay did withdraw the said Suit and
did not proceed and from the time of the making of the
said Promise and undertaking of the said Madura

any further in the same Whereof the said Madura Naiguen
Pillay then had due Notice and did forgive and Permit and give
up the Interest due on the said Sum of Four thousand Star
Pagodas and from thence hitherto hath forborne and Still doth
forbear and wholly desist from Suing for or otherwise
demanding the same to wit at Madras aforesaid And
Whereas the said Madura Naiguen Pillay afterwards to
wit on the twenty Ninth day of April in the Year One
thousand eight hundred and Seven at Madras aforesaid
was indebted to the said Sadrangapatam Veniagum
Moodelliar in other Eight thousand Star Pagodas of like
Current Money of Madras aforesaid for so much Money by
the said Sadrangapatam Veniagum Moodelliar before that time
Lent and advanced to the said Madura Naiguen Pillay at his
Special instance and Request and being so indebted he the
said Madura Naiguen Pillay in consideration thereof
aforesaid undertook and then and there Faithfully promised
the said Sadrangapatam Veniagum Moodelliar to pay him
the said last Mentioned Sum of Money when he the said
Madura Naiguen Pillay should be thereto afterwards
Requested And Whereas also the said Madura Naiguen
Pillay afterwards to wit on the same day and Year aforesaid
at Madras aforesaid was indebted to the said Sadrangapatam
Veniagum Moodelliar in other Eight

Pagodas of like Current Money of Madras aforesaid for so much
Money by the said Madura Naiguen Pillay before that time
had and Received to and for the use of the said Sadrangapatam
Vemiaguen Modelliar and being so indebted he the said
Madura Naiguen Pillay in Consideration thereof afterwards
to wit on the same day and Year aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Sadrangapatam Veniaguen Modelliar to pay him the said
last mentioned Sum of Money when he the said Madura
Naiguen Pillay should be thereto afterwards Requested
And whereas also the said Madura Naiguen Pillay
afterwards to wit on the same day and Year aforesaid at
Madras aforesaid Accounted with the said Sadrangapatam
Veniaguen Modelliar of and Concerning divers other Sums
of Money before that time due and owing from the said
Madura Naiguen Pillay to the said Sadrangapatam
Veniaguen Modelliar and then being in arrear and unpaid
upon which said Account he the said Madura Naiguen
Pillay then and there found in arrear and indebted to the said
Sadrangapatam Veniaguen Modelliar in another large
Sum of Money to wit the Sum of other Eight Thousand
Star Pagodas of like Current Money of Madras aforesaid
and being so indebted he the said Madura Naiguen

Second Term 1809.

Pillay in consideration thereof afterwards to wit on the same day
and year aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Sadrangapatam
Veniagum Moodelliar to pay him the said last Mentioned
Sum of Money when he the said Madura Naigum Pillay
should be thereto afterwards requested Yet the said Madura
Naigum Pillay not regarding his said Several promises
and undertakings so made by him in this behalf as aforesaid
but contriving and fraudulently intending craftily and subtilly to
deceive and defraud the said Sadrangapatam Veniagum
Moodelliar in this behalf hath not yet paid the said Several
Sums of Money or any part thereof to the said Sadrangapatam
Veniagum Moodelliar although often requested so to do but to
pay the same or any part thereof he the said Madura Pillay
hath hitherto Wholly refused and still doth refuse to the
Damage of the said Sadrangapatam Veniaga Moodelliar
of Eight Thousand Star Pagodas and therefore he brings
his Suit &c.

And afterwards that is to say in the Third
Term in the said Year One Thousand Eight hundred and
Seven in the said Supreme Court of Judicature at Madras
until which Term the said Madoranaigum Pillay had
leave to imparl to the said Plaint and then to Answer
the same came as well the said Sadarangapatam
Veniaga Moodelliar by his said Attorney

Second Term 1809

Plea filed 23d July 1809 JS

Madooranaiguem Pillay by his said Attorney and the said Madooranaiguem Pillay defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Sadrangapatnam Venaiga Moodelliar hath above thereof complained against him and of this he puts himself upon the Court &c

Issue Joined

And the said Sadrangapatnam Venaiga Mood.r doth the like.

At which day before the Court comes the said Madooranaiguem Pillay by his said Attorney, and the said Sadrangapatnam Venaiga Moodelliar although duly called, comes not, And it appearing to the Court here that the said Sadrangapatnam Venaiga Moodelliar hath neglected to bring the issue above joined on to be tried according to the course and practice of the said Court

Judgment as in case of a Non suit, by order of Court February 8th 1809

Therefore according to the form of the Statute in such case made and provided, it is considered that the said Sadrangapatnam Venaiga Moodelliar take nothing by his Plaint, but that he and his pledges to prosecute be in mercy &c and that the said Sadrangapatnam Venaiga Moodelliar do go thereof without day. And it is further considered by the said Court here that the said Madooranaiguem Pillay do recover against the said Sadrangapatnam Venaiga Moodelliar one hundred and forty seven Pagodas and Nineteen Fanams for his costs and charges by him laid out about his defence in this behalf by the said

Judgment signed for the Defendant the 28th day of March 1809

J Thew Dy Prothy

Second Term 1809

Court now here adjudged to the said Maduranaigum Pillay and with his assent according to the form of the Statute in such case made and provided And that the said Maduranaigum Pillay have execution thereof &c.—

And thereupon the said Maduranaigum Pillay by Thomas Dorey his Attorney prays the Writ of our Lord the King of Cognia ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the body of the said Sadarangapatnam Veniagum Modelliar & to satisfy the said Maduranaigum Pillay the sum of One hundred and forty seven Pagodas and Nineteen Fanams adjudged to the said Maduranaigum Pillay for Costs and Charges by him laid out and expended about his defence at the Suit of the said Sadarangapatnam Veniagum Modelliar and it is granted him Returnable here on the Eleventh day of April next.—

Mr. Cadwgan
Attorney
for Plaintiff
for Costs 28.4

Entered
the 28th day of March
1809

Recte datum 1809.

Second Term 1809

Pleas before the Honble Sir
Thomas Andrew Strange Knight
Chief Justice and the Honble Sir
Benjamin Sulivan Knight Puisne
Justices of His Majestys Supreme
Court of Judicature at Madras of the
Second Term in the Year One
thousand eight hundred and Nine

Madras } Lingapaliapah Modelliar praises his plaint Fonnes
to wit } Disney his Attorney against Covatore Venkatachella
Modelliar of a Plea of Debt

Madras } The said Covatore Venkatachella Modelliar in his
to wit } proper person at the Suit of the said Lingapaliapah
Modelliar in the Plea aforesaid —

Madras } Be it Remembered that on the Fourth Term in the
to wit } Year one thousand eight hundred and eight before the
Supreme Court of Judicature at Madras came Linga-
paliapah Modelliar by Fonnes Disney his Attorney and brought
into the said Court then there his certain Plaint against
Covatore Venkatachella Modelliar of 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

Second Term 1809

Fort St George Madras ss Lingapaliapah
Plaint in debt filed 1st February 1809
Modelliar of Madras Inhabitant by Townes Deputy his attorney complains of Coratore Vencatachella Modelliar
vs. being an Hindoo Inhabitant of Madras, and as such a person Subject to the jurisdiction of this Honble Court of a plea that he render to the said Lingapaliapah Modelliar One thousand Star pagodas which he the said Coratore Vencatachella Modelliar owes to and unjustly detains from him. For that Whereas the said Lingapaliapah Modelliar heretofore to wit on the Eighteenth day of April in the year of our one thousand seven hundred and ninety seven to the late Mayors Court at Madrasapatnam to wit at Fort St George Madras aforesaid as Administrator of all and singular the Goods and Chattels rights and Credits which were of Pamyore Lundra Moorty Modelliar and administration thereof duly granted by consideration and judgment of the same Court recovered against the said Coratore Vencatachella Modelliar a certain debt of Four hundred and ninety six pagodas, twenty two fanams and sixty Cash together with all such interest as then was or should thereafter become due thereon until full payment should be made, and also the sum of Forty Six pagodas and twelve fanams, the Costs of his said Suit which were then and there in and by the said Court

adjudged to the said Lingapaliapah Modelliar according to the course and practice of the said Court whereof the said Canatove Vencatachella Modelliar was convicted as by the record and proceedings thereof now remaining in this Court will more fully appear which said Judgment still remains in this Court in its full strength and effect and not in the least reversed, annulled, set aside, paid off satisfied or discharged. And the said Lingapaliapah Modelliar hath not yet obtained Execution of his said Judgment And the said Lingapaliapah Modelliar says that there is now due and owing to him the said Lingapaliapah Modelliar for the principal interest and costs adjudged to him as aforesaid the Sum of One thousand Star pagodas above demanded whereby an action hath accrued to the said Lingapaliapah Modelliar to demand and have of the said Canatove Vencatachella Modelliar the said Sum of One thousand Star pagodas above demanded. Yet the said Canatove Vencatachella Modelliar although often requested so to do by the said Lingapaliapah Modelliar hath not yet paid the said Sum of One thousand Star pagodas or any part thereof to the said Lingapaliapah Modelliar but he to do this, hath hitherto wholly refused. and still doth refuse to the said Lingapaliapah Modelliar his damage of One hundred Star pagodas, and therefore he brings

this Suit &c.

And now in this second Term in the year
thousand eight hundred and nine that is to say on
Tried Caparte the twenty fifth day of March to which day was
given as well to the said Lingapaliapah
Judgment for the Plaintiff on a Verdict in Debt Modelliar as to the said Covatore Vencatachella
Modelliar to inform the Court of the premises,
the said Lingapaliapah Modelliar by his Attorney
aforesaid, and the said Covatore Vencatachella
Modelliar altho Solemnly demanded came not to
answer, nor did he say any thing in bar or preclu-
sion and so forth. - Therefore it is Considered that
Judgment signed for the Plaintiff the 30th day of March 1809 J Shaw Dy Prothy the said Lingapaliapah Modelliar do Recover against
the said Covatore Vencatachella Modelliar his
debt amounting to one thousand two hundred and eight
pagodas, eight fanams and sixty Cash and also
two hundred and four pagodas and twenty Six fanams
for his damages which he hath sustained as well
on occasion of the detaining the said debt, as for his
costs and charges by him about his Suit in this behalf
expended by the Court now here adjudged to the
said Lingapaliapah Modelliar, and with his
assent, which said debt and damages amount in
the whole to the Sum of One thousand four hundred
and twelve pagodas, thirty four fanams and Sixty
Cash and that the said Lingapaliapah Modelliar

have his execution thereof — And the said Coratore Venkatachella Moodelliar in Mercy &c.

And thereupon the said Singapaliapah Moodelliar by Thomas Dacres 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 Rouges Lands Debts and other Effects Real and Personal of the said Coratore Venkatachella Moodelliar within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be necessary by Sale thereof the Sum of One Thousand Five Hundred and Eight Pagodas, Eight Fanams and Sixty Cash for debt, which the said Singapaliapah Moodelliar recovered against the said Coratore Venkatachella Moodelliar, and also Two Hundred and four Pagodas and Twenty Six Fanams & Ten Cash adjudged to the said Singapaliapah Moodelliar for his damages which he had sustained on occasion of the detention of the said debt as for his Costs and Charges by him about his Suit in that behalf expended which debt, damages, Costs and Charges amount to One Thousand four Hundred and Twelve Pagodas thirty four Fanams and Sixty Cash and it is granted unto him, Returnable here on the first day of May Next

Writ of Fi. Fa. issued the 20th day of March 1809

Second Term 1809

110 Second Term 1809

Pleas before the Honble Sir Benjamin Sullivan, Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine.

Madras ss. Coodauvan Sawmy Chittyar puts in his place Robert Arme his Attorney against Moothuvanay Soobbana manea Chitty Valaspa Chitty and Seangaroya Chitty of a Plea of Trespass on the Case.

Madras ss. The said Moothuvanay Soobrannanea Chitty Vallippa Chitty, and Seangaroya Chitty in their proper persons, at the Suit of the said Coodauvan Sawmy Chittyar in the Plea aforesaid.

Madras ss. Be it Remembered that as of the Fourth Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Coodauvan Sawmy Chittyar by Robert Arme his Attorney and brought into the said Court then there his certain Plaint against Moothuvanay Soobbanannea Chitty, Valappa Chitty and Seangaroya Chitty of a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

W.B.

Second Term 1809

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Plaint in assumpsit filed 8. November 1808 —

Madras ss Coodaurarm Sawmy Chittyar by Robert Orme his Attorney complains of Moothwanay Soobbramanea Chitty Valappa Chitty and Tenugarayer Chitty being respectively Hindoo Inhabitants of Madras and as such subject to the Jurisdiction of this Honorable Court That Whereas the said Moothwanay Soobbramanea Chitty Valappa Chitty and Tenugarayer Chitty Chitty heretofore to wit on the Eighteenth day of July in the Year of Christ One Thousand Eight hundred and eight 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 being thereunto subscribed bearing date the day and year aforesaid and then and there delivered the said Note to the said Coodaurarm Sawmy Chittyar whereby the said Moothwanay Soobbramanea Chitty Valappa Chitty and Tenugarayer Chitty by the name and description of Moothwanay Soobbramanea Chitty commonly called Coolty Chitty and his Elder Brothers son Valappa Chitty and his younger Brother Tenugarayer Chitty of them of Madras Acknowledged that in Consequence of their urgent occasion they had that day mortgaged to him the said Coodaurarm Sawmy Chettyar the Bond executed before by Edarka Tanjore Amarasemmad Maharaja the tenth April one thousand seven hundred and Ninety five in the name of Appauchy Iyar for the Sum of Pagodas one thousand nine hundred and seventy Pagodas which

Second Term. 1809

Bond the said Appiauchy Iyar sold to Sanjauvow
Rungapah Chittyar and received the amount sale thereof
and who sold it to the said Valappa Chitty which Bond
and a Power of Attorney was thereunto annexed / and he
borrowed and received of him the said Coodauvaun Sawmy
Chittyar the Sum of /700/ Seven hundred Star Pagodas
Current Money of Madras which Sum they the said
Moothwaudy Soobbramanea Chitty Vellappa Chitty and
Seangaroya Chitty did thereby jointly and separately engage
to repay in the Space of fifteen days commencing from
the date thereof with all such Interest as should or might
become due thereon at the rate of twelve per Cent per annum
By reason whereof and according to the said usage and
custom of such Hindoo Natives the said Moothwaudy
Chitty became liable to pay the said Coodauvaun Sawmy
Chittyar the said Sum of money mentioned in the said
note with the Interest thereon according to the tenor
effect of the said Note And being so liable they the said
Moothwaudy Soobbramanea Chitty Vellappa Chitty and
Seangaroya Chitty in Consideration thereof afterwards to wit
on the same day and Year aforesaid at Madras aforesaid
undertook and faithfully promised the said Coodauvaun
Sawmy Chittyar to pay him the said Sum of money
mentioned in the said Note with the Interest thereon
according to the tenor and effect of the said Note And
Whereas also the said Moothwaudy Soobbramanea

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Judgment Roll

2nd Term

Section 6

Second Sheet 1809

Chitty Vallappa Chitty and Seaugaroya Chitty aforesaid
next on the first day of September in the Year aforesaid
at Madras aforesaid were indebted to the said Coodauvan
Sawmy Chittyar in the Sum of One thousand and four
hundred Star Pagodas of like Current Money aforesaid
for so much money by the said Coodauvan Sawmy
before that time lent and advanced to the said Moothwaney
Subbrayamonaya Chitty Vallappa Chitty and Seaugaroya
Chitty and at their special instance and request and
so indebted they the said Moothwaney Subbrayamonaya
Vallappa Chitty and Seaugaroya Chitty in Consideration
thereof afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and
there and there faithfully promised the said Coodauvan
Sawmy Chittyar to pay him the said last mentioned
Sum of Money when they the said Moothwaney
mania Chitty Vallappa Chitty and Seaugaroya
should be thereunto afterwards requested. Yet the
Moothwaney Subbrayamanea Chitty Vallappa Chitty
Seaugaroya Chitty 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 Coodauvan Sawmy Chittyar in
this behalf have and not hath any or either of them yet

Second Term 1809

Mootheravanay Soobbramonea Chitty Vellappa Chitty and
Teangaroya Chitty were severally requested by the said
Codawaun Sawmy Chitty to wit on the same day and
year last aforesaid and often afterwards to wit at Malvet
aforesaid / but the said Mootheravanay Soobbramonea Chitty
Vellappa Chitty and Teangaroya Chitty or any or either of
them to pay the same or any part thereof to the said
Codawaun Sawmy Chittyar 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
Codawaun Sawmy Chittyar of One thousand and five
hundred Star Pagodas and therefore he brings Suit &c.

And now in the first Term in the
year one thousand eight hundred and nine that is to
Spake say on the second day of February to which day was
given as well to the said Codawaun Sawmy Chittyar
as to the said Mootheravanay Soobramonya Chitty Valappa
Chitty and Teangaroya Chitty and the said Mootheravanay
Soobramanaya Chitty Valappa Chitty and Teangaroya
Chitty say nothing in bar or preclusion of the said action
of the said Codawaun Sawmy Chittyar by which the said
Codawaun Sawmy Chittyar remains thereon undefended
against the said Mootheravanay Soobramanaya Chitty
Valappa Chitty and Teangaroya Chitty for which the

said

Judgment for the Plaintiff on a Verdict in Assumpsit—

said Coodaweram Sawmy Chittyar ought to recover his damages by occasion of the Premises And afterwards to wit on the twenty second day of February in the Term last aforesaid the said Court having diligently enquired what damages the said Coodaweram Sawmy Chittyar hath sustained by the means aforesaid as for his Costs and Charges about his suit in this behalf expended do find and that the said Coodaweram Sawmy Chittyar hath sustained damages by occasion of the Premises over and above Costs and Charges to Seven Hundred and Sixty two Fanams and Seventy six Cash and for those Costs and Charges to One Hundred and twenty seven Pagodas one Fanam Therefor it is Considered that the said Coodaweram Sawmy Chittyar recover against the said

Judgment Signed for the Plaintiff the 11th April 1809—

Mootiwarey Sobaramoneya Chitty Valappa Chitty and Seangaroya Chitty his damages and Costs aforesaid by the Court aforesaid found and Adjudged which damages in the Whole Amount to Eight hundred and Eighty seven Pagodas Three Fanams and Seventy six Cash And the said Mootiwarey Sobaramoneya Chitty Valappa Chitty and Seangaroya Chitty in mercy &c.a

I Shaw for Pathy

mercy

And thereupon the said Coodaweram Sawmy Chittyar by Robert Arme 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

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Second Series 1809

Seaugaroya Chitty within the Jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of Eight hundred and Eighty Seven Pagodas Three Fanams and Seventy Six Cash which the said Coodawaren Sawmy Chittyar recovered against the said Mootharady Subbaroyen Chitty Vallappa Chitty and Seaugaroya Chitty for Damages which he hath sustained as well by means of the Non performance of certain provisions and Undertakings made by the said Mootharady Subbaroyen Chitty Vallappa Chitty and Seaugaroya Chitty to the said Coodawaren Sawmy Chittyar as for Costs and Charges by him about his Suit in that behalf Expended. And it is granted unto him Returnable here on the Fifth Day of April Instant.—

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Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand eight hundred and Nine

Fort St George Madras } Candappa Moodelie puts in his place William Light his Attorney against Person Bebee in a Plea of Debt

Fort St George Madras } The said Person Bebee puts in his place Thomas Innesley Brown at the Suit of the said Candappa Moodelie in the Plea aforesaid.

Fort St George Madras } Be it Remembered that in the Vacation after the fourth Term in the Year one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Candappa Moodelie by William Light his Attorney and brought into the said Court then there his certain Plaint against Person Bebee in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Seal Sworn 1809

Fort Saint George Madras Candappa Modlie
Person Bebee being a Mahomedan Inhabitant of Triplicane
and as such liable to the Jurisdiction of this Honorable Court of
a Plea that she the said Person Bebee do render unto him
the said Candappa Modlie the Sum of Four thousand
and two hundred Star Pagodas which she owes to and
unjustly detains from him For that Whereas the said
Person Bebee heretofore to wit on the Twenty third day
of March in the Year of Our Lord One thousand
Seven hundred and Eighty seven at Madras aforesaid
by her certain writing Obligatory Sealed with the Seal
of the said Person Bebee and to the Court now shewn the
date whereof is on the day and year aforesaid acknowledged
to have received the said Sum of Four thousand and
two hundred Star Pagodas as a loan from the said
Candappa Modlie to be paid to the said Candappa
Modlie when she the said Person Bebee should be
thereto afterwards requested. Yet the said Person Bebee
although often requested hath not yet paid the said Sum
of Four thousand and two hundred Star Pagodas or any
part thereof to the said Candappa Modlie But to pay the
same or any part thereof she the said Person Bebee hath
hitherto

hitherto wholly refused and still doth refuse To the
Damage of the said Candappa Modlie of Three
Thousand Star Pagodas and therefore he brings his
Suit &c.-

And afterwards that is to say in the
of the same fourth Term of the said Year One Thousand
Eight hundred and Seven the said Person Bebee by
Annesley Pyvonne her Attorney comes and defends
wrong and injury when &c. and says that the
Obligatory in the said Plaint mentioned is not her
and of this she puts herself upon the Court &c.-

Plea filed 31st December 1807

And the said Candappa
doth the like.-

Issue Joined

And now in this First Term in the Year
one Thousand Eight hundred and Nine that is to
on the Eighteenth day of February in that year until
day was given as well to the said Person Bebee as to
said Candappa Modlie to inform the Court of the pr
rome the said parties by their respective Attornies whereu
and the said Justices having heard the Allegations of the
respective parties and examined the truth thereof and duly
Considered the Evidence produced on both Sides agreed
among themselves upon the Verdict to be given of and upon
the Premises upon which the said Candappa Modlie

Plaintiff nonsuited

1810

Crandt Term 1809

being solemnly called, comes not, nor does he further prosecute
his said Plaint against the said Person Bebee. Therefore &c
according to the form of the Statute in such case made and
provided it is considered that the said Candappa Modlie
take nothing by his said Plaint but that he and his pledges
to prosecute be in Mercy &c. and that the said Person
Bebee do go thereof without day and it is further considered
by the Court here that the said Person Bebee do Recover &
against the said Candappa Modlie one hundred and
thirty three Pagodas and twenty four Fanams for her
costs and charges by her laid out about her defence in this
behalf by the Court now here adjudged to the said Person
Bebee and with her assent according to the form of the
Statute in such Case made and provided. and that the
said Person Bebee have execution thereof &c.

Judgment signed for the Defendant the 19. day of April 1809

Edwd by Reilly

And thereupon the said Person Bebee by
Annesley Browne 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 Candappa Modlie to satisfy the said
Person Bebee the Sum of One hundred and thirty
three Pagodas and Twenty four Fanams adjudged to
the said Person Bebee for Costs and Charges by him
laid out and expended about his defence of the
Suit of the said Candappa Modlie and it is

Second Term 1809

Writ of Ca. Sa granted unto him Returnable here on the Second day of
issue against the May Next. —

Plaintiff for Costs
19th April 1809

Fort St George
Madras Ss

Second Term 1809

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

Fort St George
Madras Ss

Sadarangapatnam Vencatarow Mudelliar puts in his place Townes Disney his Attorney against or Maungadoo Vemby Tomby Mootoo Comarapah Mudelliar in a Plea of Trover.

Fort St George
Madras Ss

The said Maungadoo Vemby Tomby Mootoo Comarapah Mudelliar puts in his place Gilbert Ricketts his Attorney at the Suit of the said Sadarangapatnam Vencatarow Mudelliar in the Plea aforesaid.—

Fort St George
Madras Ss

Be it Remembered that as of the Fourth Term in the year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Sadarangapatnam Vencatarow Mudelliar by Townes Disney his Attorney and brought into the said Court there his Certain Plaint against Maungadoo Vemby Tomby Mootoo Comarapah Mudelliar in a Plea of Trover and then are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort [illegible]

Second Term 1809 193

Plaintiff Power filed 14th November 1808

J.

Fort St George Madras. Ss Sadarangapatnam Venkatavoy Moodelliar of Madras Inhabitant by Power of Attorney complains of Mauregadoo Verraby Torraby Moodelliar Camarapah Moodelliar being an Hindoo Inhabitant of Madras and as such a Person subject to the jurisdiction of this Court. For that Whereas the said Sadarangapatnam Venkatavoy Moodelliar heretofore to wit on the Tenth day of November in the Year One thousand eight hundred eight at madras aforesaid was lawfully possessed of a certain Malabar Note in writing bearing date the day of April, in the Year One thousand eight hundred Seven, and made and delivered by one Veeboor Setharama Spillay to the said Sadarangapatnam Venkatavoy Moodelliar whereby the said Veeboor Setharama Spillay engaged to pay to the said Sadarangapatnam Venkatavoy Moodelliar the Sum of Three hundred and Seventeen Star Pagodas in two Months with interest at the Rate of Twelve Per Cent per Annum which said Note is still unpaid, and in full force, and of the value of Three hundred and Seventeen Star Pagodas of Current money of Madras, and that the said Sadarangapatnam Venkatavoy Moodelliar was also lawfully possessed of the Goods and Chattels following to wit, Five Barijeebundoos, Five Padaccums, Five Cohays, Five Ornaments for the head, Five Ornaments for the Neck,

Seignd Sworn 1809

Five Ornaments for the hand, five Ornaments for the Feet, five
Five Ear Rings, Five Nose Rings, Five hand Rings. Ten Ounces
of Silver, Fifty Diamonds, Fifty Emeralds, Fifty
Rubies and Fifty other precious Stones of the Value of One
thousand one hundred and eighty Star Pagodas, making
in the whole of the Value of One thousand four hundred
and Ninety seven Star Pagodas, of Current Money of
Madras, as of his own property. And the said Sadanangapatnam
Vencataray Moodelliar being so thereof possessed afterwards
to wit on the day and year last aforesaid at Madras aforesaid
casually lost the said Note, Joys and Jewells out of his
custody and possession and the same afterwards to
wit on the day and year last aforesaid there came to the
hands and possession of the said Maungadoo Vemby Toomby
Mootoo Comarapah Moodelliar By finding. Yet the said
Maungadoo Vemby Toomby Mootoo Comarapah Moodelliar
well knowing the said Note, Joys and Jewells to be
the property of the said Sadanangapatnam Vencataray
Moodelliar and of right to belong and appertain to him,
but contriving and fraudulently intending craftily and
subtilely to deceive and defraud the said Sadanangapatnam
Vencataray Moodelliar in this behalf, hath not (although
often requested) delivered the said Note, Joys and

Jewells to the said Sadavanga patnam and Vencatasoy Mood[illegible]
but on the contrary thereof he the said Maungadoo Ve[illegible]
Tamby Mootoo Comaraspah Moodelliar afterwards to wit
on the same day and year last aforesaid at Madras aforesaid
converted and disposed of the same to his own use to the
damage of the said Sadavanga patnam Vencatasoy Moodelliar
of Three thousand Star pagodas, and therefore he brings his
Suit &c. —

And afterwards that is to say in the [illegible] Term
in the Year One thousand eight hundred and Nine in the
said Supreme Court of Judicature at Madras afore-
said the said Maungadoo Vemby Tamby Mootoo
Comaraspah Moodelliar had leave to imparl to the
Plaint and then to Answer the same came as well
the said Sadavanga patnam Vencatasoy Moodelliar by his
said Attorney as the said Maungadoo Vemby Tamby
Mootoo Comaraspah Moodelliar by his said Attorney And the said
Maungadoo Vemby Tamby Mootoo Comaraspah
Moodelliar defends the Wrong and injury when &c and
says that he is not guilty of the Premises above laid
to his charge in manner and form as the said Sadavan-
ga patnam Vencatasoy Moodelliar hath above thereof &c

Impudence

Plea filed 6th February 1809

complained against him and of this he puts himself upon the Court &c.—

And the said Sadavangapatnam Venkatavoy Moodl.r by Townes Disney his Attorney doth the like.—

And now in this same Term in the Year One thousand Eight hundred and Nine that is to say on the Sixteenth day of February in that Year until which day was given as well to the said Saduvangapatnam Venkatavoya Moodelly as to the said Maungadoo Vemby Mootto-rovvanavapa Moodelliar to inform the Court of the premises come the said parties by their respective Attornies aforesaid and the said Justices having heard the allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides amongst themselves upon the Verdict to be given of and upon the premises upon which the said Saduvangapatnam Venkatavoya Moodelliar being solemnly called comes not, nor does he further prosecute his said Plaint against the said Maungadoo Vemby Mootto-vovvanavapa Moodelliar. Therefore according to the form of the Statute in such case made and provided it is considered that the said Saduvangapatnam Venkatavoya

Plaintiff non suited 16th February 1809.

Judgment signed for the Defds the 19th day of April 1809
J. Shaw
Dep.y Pothy

Moodelly take nothing by his said Plaint but that he
his Pledges to Prosecute be in Mercy &c. - And that the said
Maungadoo Vemby Moottoocomarappa Moodelliar
thereof without day. - And it is further Considered by the
Court here that the said Maungadoo Vemby Moot-
=toocomarappa Moodelliar do Recover against the said
=rangapatam Venkatarova Moodelly one hundred and
thirty Nine Pagodas and twelve fanams for his Costs
and Charges by him laid out about his defence
herein by the Court now here Adjudged to the said
Maungadoo Vemby Moottoocomarappa Moodelliar
with his assent according to the Form of the Statute
in such case made and provided. - and that the said
Maungadoo Vemby Moottoocomarappa Moodelliar have
Execution execution thereof &c.

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Strand Term 1809

Second Term 1809

PLEAS before the Honble Sir
Andrew Strange Knight
Justice - the Honble Sir
Gwillim Knight and the
Sir Benjamin Sullivan Knt
Puisne Justices of His Majesty
Supreme Court of Judicature
Madras of the Second Term
Year one thousand eight hundred
and Nine. -

Madras ss Charles Harris puts in his place Robert
his Attorney against William Hogg in a Plea
of Debt. -

Madras ss The said William Hogg puts in his place
Disney his Attorney at the Suit of the said Charles
Harris in the Plea aforesaid. -

Madras ss Be it Remembered that as of the Second
in the Year one thousand eight hundred and Nine
before the Supreme Court of Judicature at Madras
came Charles Harris by Robert Orme his Attorney
and brought into the said Court then there his
certain Plaint against William Hogg in a Plea of
Debt, and there are Pledges for the prosecution to wit John Doe and
Richard Roe which said Plaint follows in these words that is to say

Madras.

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Second Term 1809

Plaint for debt
filed 26th April
1809 - J.S.

Madras Ss Charles Harris by Robert Orme
complains of William Hogg being an Inhabitant
of Madras and as such subject to the Jurisdiction
of this Honble Court of a Plea that he render
to the said Charles Harris Eight Hundred and
thirty Star Pagodas and four Fanams of the
current Money of Madras which he the said
William Hogg owes to and unjustly detains from
the said Charles Harris For that Whereas the said
William Hogg heretofore to wit on the Twenty Eighth
day of February in the Year One thousand eight hundred
and nine at Madras aforesaid by his certain Writing
Obligatory sealed with the Seal of the said William
Hogg and to the Court here now shewn the date
whereof is on the day and Year aforesaid
himself to be then and there held and firmly
bound unto the said Charles Harris in the
Pagodas and four Fanams to be paid to the said
Charles when he the said William Hogg should be
thereunto afterwards requested Yet the said William
Hogg (altho' often requested &c.) hath not paid the

said

said Sum of Eight hundred and thirty Six
Pagodas and Four Fanams above demanded or any
part thereof to the said Charles Harris, Esq. to pay
the same or any part thereof to the said Charles
Harris he the said William Hogg hath hitherto
wholly refused and still doth refuse, To the
Charles Harris his Damage of Fifty Pagodas
and therefore he brings Suit &c. —

And the said William Hogg by Attorney
Disney his Attorney comes and defends the wrong
and injury when &c and says nothing in bar
or preclusion of the said Action of the said
Charles Harris by which the said Charles Harris
ought to have undefended against the said
William Hogg — Therefore it is considered
the said Charles Harris recover against the said
William Hogg his said Debt and also Forty Three
Pagodas and Twenty eight Fanams — for his
Damages which he hath sustained as well
by occasion of the detaining of the said Debt —
as for his Costs and Charges by him about his
Suit in this behalf expended by the Court here

Judgment by Confession

Judgment signed for the Plaintiff the 26th day of April 1809
J Shaw Dy Prothy

adjudged to the said Charles Harris by his agent
and the said William Hogg in Mercy &c
And thereupon the said Charles Harris by
Robert Orme his Attorney prays the Writ of our Lord the
King of Fort St. David to be directed to the Sheriff of Madras &c
Commanding him to levy and make of the Houses,
Lands, Debts and other Effects, Real and Personal of
the said William Hogg within the Jurisdiction of
aforesaid Supreme Court of Judicature at Madras &c
the Sum of Eight hundred and thirty Pagodas and four
Fanams for debt which the said Charles Harris
recovered against the said William Hogg and also
Forty three Pagodas and twenty Eight Fanams adjudged
to the said Charles Harris 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 22d May the Twenty third day of Septr Next.

Second Term 1809

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2nd Secand Terme 1809

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Secand Terme in the Year one thousand eight hundred and nine.—

Thomas Boles a Major in the Military Service of the Honorable united East India Company puts in his plaee Fownes Disney against Moolangy Narasimmaloo Chitty and Moolangy Vengaiah Chitty Brothers and Mungattaye Ummale the Widow and personal Representatives of Moolangy Kistnamah Chitty deceased in a Plea of Trespass on the case.—

The said Moolangy Narasimmaloo Chitty and Moolangy Vengaiah Chitty Brothers as aforesaid puts in their plaee Gilbert Richetts their Attorney and the said Mungattaye Ummale the Widow and personal Representatives as aforesaid puts in her plaee Daniel Neale her Attorney of the said Thomas Boles in the Plea aforesaid.—

But Yemen bered that in the Vacation after the Secand Terme in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came the said Thomas Boles by Fownes Disney his said Attorney and brought into the said Court then there his certain Plaint against the said Moolangy Narasimmaloo Chitty and Moolangy Vengaiah Chitty Brothers and the said Mungattaye Ummale Widow and personal Representatives aforesaid in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows

Second Term 1809 135

Plaint in assumpsit filed 15. June 1809

Fort St. George Madras ss Thomas Bo[illegible] Major in the Military service of the Honorable United East India Company by Thomas Dixon his Attorney complains of Moolangy Navadienmanah Chitty and Moolangy Venganah Chitty the Brothers and [illegible] representatives of Moolangy Kistnamah Chitty deceased according to the laws and Customs of the [illegible] Natives of India being respectively Hindoo [illegible] of Madras and as such liable to the jurisdiction of this Honorable Court. For that Whereas the said Moolangy Kistnamah Chitty deceased in his life time heretofore to wit on the Thirtieth day of March in the Year One Thousand Eight Hundred and Eight at Madras aforesaid was indebted to the said Thomas Boles in the sum of One Thousand Star Pagodas of Current Money of Madras for so much money by the said Thomas Boles before that time lent and advanced to the said Moolangy Kistnamah Chitty in his life time and at his Special instance and Request and being so indebted, he the said Moolangy Kistnamah Chitty 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 Thomas Boles to pay him the said last mentioned sum of money when he should be thereunto afterwards requested. And Whereas also the said Moolangy Kistnamah Chitty deceased in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Thomas Boles in other One Thousand Star Pagodas of like lawful money of Madras aforesaid for so much money by the said Thomas Boles before that time paid laid out and expended to and for the use of the said Moolangy Kistnamah Chitty in his life time, and at his the special instance and request. And being so indebted, he the said Moolangy Kistnamah Chitty 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 Thomas Boles to pay him the said last mentioned sum of money when he should be thereunto afterwards requested. And Whereas also the said Moolangy Kistnamah Chitty

2 [illegible]
2 [illegible]
1 1/4 Green
1 1/2
1/2
12.

Judgments Roll

2nd Term

Section 7

deceased in his life time afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
was indebted to the said Thomas Boles in the sum of
Thousand Star Pagodas of like lawful Money of the Coast
aforesaid for so much money by the said Moolangy
Thistnamah Chitty in his life time by the said
time had and Received to and for the use of the
said Thomas Boles And being so indebted the
said Moolangy Thistnamah Chitty in his
in consideration thereof afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Thomas Boles to pay him the said last mentioned
Sum of Money when he should be thereunto
afterwards Requested And Whereas also the said Moolangy
Thistnamah Chitty deceased in his life time afterwards
to wit on the day and Year last mentioned at Madras
aforesaid accounted together with the said Thomas
Boles of and concerning divers sums of money
that time due and owing from the said Moolangy
Thistnamah Chitty in his life time to the said Thomas
Boles and then and there in arrear and unpaid, and
upon that account the said Moolangy Thistnamah
Chitty was the

indebted to the said Thomas Boles in other One Thousand
Star Pagodas of like lawful money of Madras aforesaid.
And being so found in arrear and indebted he the said
Moolangy Thistnamah Chitty 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 Thomas Boles to
pay him the said last mentioned sum of money when
he should be thereunto afterwards requested. — Yet the
said Moolangy Thistnamah Chitty in his life time
and the said Moolangy Nawasimmaloo Chitty
Moolangy Venganah Chitty and Mungattoye Ummall
personal representatives as aforesaid since his decease
not regarding the said several promises and undertakings
in manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilely to deceive
the said Thomas Boles in this particular,
and the said Moolangy Thistnamah Chitty in his life time
Venganah Chitty and Mungattoye Ummall Moolangy
Representatives as aforesaid since his decease have not,
hath any or either of them yet paid the said several sums
of money or any part thereof to the said Thomas Boles, although

so to do, he the said Moolangy Kistnamah Chitty in his life time and the said Moolangy Narasimmalu Chitty Moolangy Vengadah Chitty and Mungattoy Unnamalle personal Representatives as aforesaid since his [illegible] often Requested. but to pay the same or any part thereof he the said Moolangy Kistnamah Chitty in his time and the said Moolangy Narasimmalu Moolangy Vengadah Chitty and Mungattoy personal Representatives as aforesaid since have and each of them hath Wholly Refused so to do Moolangy Narasimmalu Chitty Moolangy Vengadah Chitty and Mungattoye Unnamalle as such personal Representatives as aforesaid Still Refuse so to do, to the said Thomas Boles his damage of One Thousand nine hundred Star Pagodas and therefore he brings his Suit and so forth—

And afterwards to wit in the Vacation after the third Term of the said Year One Thousand Eight hundred and Eight the said Moolangy Narasimmalu Chitty and Moolangy Vengadah Chitty Until which day the said Moolangy Narasimmalu Chitty and Moolangy Vengadah Chitty had leave to imparl to the said Plaint and then to Answer the same came as well

Imparlance

the said Thomas Boles by his said Attorney as the said Moolangy Narasimmaloo Chitty and Moolangy Venganah by Gilbert Richetts their Attorney and the said Moolangy Narasimmaloo Chetty and Moolangy Venganah Chitty defend the Wrong and injury when &c. and say that the said Moolangy Thistnamah Chitty deceased in his life time did not undertake or promise in manner and form as the said Thomas Boles hath above thereof Complained and of this they put themselves upon the Court &c.

Plea of Defendt. Moolangy Narasimmaloo Chitty & Moolangy Venganah Chitty to Declaration

Issue Joined

And the said Thomas Boles by Townes Disney his Attorney doth the like.

Issue Joined

And afterwards to wit in the fourth Term of the said Year One Thousand Eight hundred and Eight, until which Term the said Mungattoye Unnmall had leave to imparl to the said Plaint and then to Answer the same came as well the said Thomas Boles by his Attorney aforesaid, as the said Mungattoye Unnmall by Daniel Neale her Attorney and the said Mungattoye Unnmale Defends the Wrong and injury when &c. And says that the said Moolangy Thistnamah Chitty in his life time did not undertake or promise in manner and form

Special Plea of Mungattoye Unnmall filed 13. Sept.r 1808

form as the said Thomas Boles hath above complained against her And this she the said Murugattoye Unnanale prays may be inquired of by the Court And for further Plea in this behalf by leave of the Court for this purpose first had and obtained according to the form of the statute in such case made and provided the said Murugattoye Unnanale says that the said Thomas Boles ought not to have or maintain his aforesaid Action against her because she says that she has fully Administered all and singular the Goods Chattels and Credits which were of the said Modaragy Kistnanah Chitty at the time of his death and which have ever come to the hands of her the said Murugattoye Unnanale as Representative as aforesaid to be Administered And that at the time of the preferring the Plaint aforesaid of the said Thomas Boles in this behalf she the said Murugattoye Unnanale had not and that at any time since she hath not had and that she now hath not any Goods or Chattels which were of the said Modaragy Kistnanah Chitty deceased at the time of his death in the hands of her the said Murugattoye Unnanale as Representative as aforesaid

aforesaid to be Administered And this She Prays may be inquired of by the Court Wherefore she prays Judgment if the said Thomas Boles ought to have or maintain his aforesaid Action thereof against her the said Mungattoye Ummall as Representative as aforesaid.

And afterwards to wit in the first Term of the Year One Thousand Eight hundred and Nine came the parties aforesaid by their Attorneys aforesaid And thereupon the said Thomas as to the Plea of the said Mungattoye Ummall by her first above pleaded and whereof she hath prayed judgment as aforesaid

Replication to the Plea of Mungattoye Ummall 10. February 1809

may be enquired of by the Court doth the like. And the said Thomas as to the said Plea of the said Mungattoye Ummall by her secondly above pleaded in bar says that he by reason of any thing in that Plea alledged ought not to be barred from having or maintaining his aforesaid action against her because he says that the said Mungattoye Ummall hath not fully administered all and singular the Goods, Chattels and Credits which were of the said Moolangy Chistnanah Chitty at the time of his death and which have since come to the hands of her

the

the said Mungattoye Unnimalle as Representative
aforesaid to be administered and that at the time of the
Preferring the Plaint aforesaid of the said Thomas
Boles in this behalf the the said Mungattoye
Unnimalle had divers Goods and Chattels which were of
the said Moolangy Thistnamah Chitty
the time of his death in the hands of the
Mungattoye Unnimalle as Representative
to be administered sufficient to satisfy the
his said demand. And this the said Thomas Boles
enquired of by the Court. — And the said Mungattoye
Unnimalle doth the like &c. —

And afterwards that is to say on the Twenty
day of March in the Second Term of the Year Our
well to the said Thomas Boles as to the said Moolangy
Narasimmaloo Chitty Moolangy Venganah Chitty and
Mungattoye Unnimalle to inform the Court of the premises
at which day come before the Court as well the said
Thomas Boles by his Attorney aforesaid as the said
Moolangy Narasimmaloo Chitty Moolangy Venganah
Chitty and Mungattoye Unnimalle by their Respective
Attornies aforesaid and the said Justices having heard

Judgment for the Plaintiff on a Verdict in assumpsit —

the Allegations of the said Thomas Boles and the said Moolangy Narasimmaloo Chitty Moolangy Vengamah Chitty and Mungattoye Ummall and examined the the truth thereof and duly considered the evidence produced on behalf of the said Thomas Boles as to the first issue joined between the said parties doy that the said undertake and promise in manner and form as the said Thomas Boles hath in his said Plaint in that behalf therein alledged - And this Court doth assess the damages of the said Thomas Boles on occasion of the premises besides his costs and charges by him about his Suit in this behalf expended to Seven Hundred and Forty five Pagodas Forty three Fanams and fifty Seven Cash and for those costs and charges to one hundred and Seventy six pagodas and Eighteen Fanams and the Justices aforesaid as to the said issue joined between the said Thomas Boles and the said Mungattoye Ummall say that the the said Mungattoye Ummall had not in her hands to be administered any Goods or Chattels which were of the said Moolangy Thistnama Chitty deceased at the time of his death whereby the said Thomas Boles might have been satisfied his said debt - Therefore it is considered that the said

Judgment Signed for the Plaintiff the 27. day of April 1809

Thomas Boles do recover the said Sum of Seven
hundred and forty five Pagodas Forty three
and fifty Seven Cash for his damages
by the said Court in Form aforesaid assessed and also
the Sum of One hundred and Seventy Six Pagodas
and Eighteen Fanams for his costs and charges
about his Suit in this behalf expended which
damages costs and charges in the Whole amount
Sum of Nine hundred and twenty two Pagodas Eighteen
Fanams and fifty Seven Cash to be levied of the Goods
and Chattels which were of the said Moolangy Wisternanna
Chitty at the time of his death and which are now or which
shall or may hereafter come to the hands of the said
Moolangy Navadeinnadoo Chitty and Moolangy Venga-
nah Chitty or either of them or which may hereafter
come to the hands of the said Mungattoye
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 Sum of
One hundred and Seventy Six Pagodas and Eighteen Fanams
being for the costs and charges aforesaid to be levied of
the proper Goods and Chattels of the said Moolangy
Navadeinnadoo Chitty and Moolangy Venganah

Chitty and the said Moolangy Navadimmaloo Chitty
and Moolangy Vengunah Chitty in Mercy &c
And hereupon the said Thomas Boles by Fownes
Disney his Attorney prays the Writ of our Lord the King
of Five Facias to be directed to the Sheriff of Madras to cause him
to levy and make of the Goods, Lands, Debts and other Chattels
Real and Personal which were of the said Moolangy Kistnamma Chitty
at the time of his death and which are now or which shall or may
hereafter come to the hands of the said Moolangy Navadimmaloo
Chitty and Moolangy Vengunah Chitty or either of them or which
may hereafter come to the hands of the said Mungattoye
Ummall as such personal Representatives of the said Moolangy
Kistnamah Chitty deceased to be administered within the Jurisdic-
tion of the Supreme Court of Judicature at Madras aforesaid by
Seizure and if it be Necessary by Sale thereof the Sum of Nine
hundred and Twenty two Pagodas Sixteen Fanams and
fifty Seven Cash which the said Thomas Boles recovered
against the said Moolangy Navadimmaloo Chitty Moolangy
Vengunah Chitty and Mungattoye Ummall as Personal
Representatives as aforesaid for his damages which he had
sustained as well on occasion of the Not performing certain
promises and undertakings made by the said Moolangy
Kistnamah Chitty in his life time to the said Thomas
Boles as for his Costs and Charges by him about his suit
in that behalf Expended, if the said Moolangy &c
Navadimmaloo Chitty Moolangy Vengunah Chitty and
Mungattoye Ummall have or any of them hath &c

much thereof in their or his hands to be administred, and
they have not so much thereof in their or his hands to be
Administered then the above Sum of One hund
Seventy Six Pagodas and Eighteen Fanams
damages aforesaid being for the Costs and
to be levied of the proper Goods and Chattles of
Moolangy Naravanmaloo Chitty and Mo
Chitty and it is granted unto him Returnable
Twenty first day of May Next. —

Second Term 1809

Held before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivane Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year One thousand eight hundred and Nine.

Port St George } Toomanapully Seenamma puts in his place Thomas Disney his Attorney against Candal Voyer in a Plea of Trespass on the Case. —

Port St George } The said Candal Voyer in his proper Person at the Suit of the said Toommanapully Seenamma in the Plea aforesaid. —

Port St George } Be it Remembered that in the Fourth Term in the Year One thousand eight hundred and nine before the Supreme Court of Judicature at Madras came Toommanapully Seenamma by Thomas Disney his Attorney and brought into the said Court then there his certain Plaint against Candal Voyer 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 following in these Words that is to say

Port St George

Second Term 1809

1809

Plaint in Assumpsit
filed 12th September
1808 Jl.

Fort St George Madras ss Toommanapully Seramma
of Madras Inhabitant by Power Dicey her
Attorney Complains of Condal Poyer being an Inhabitant
Inhabitant of Madras and as such a person subject to the
Jurisdiction of this Honble Court For that
said Condal Poyer and one Seramalroyer
deceased in the life time of the said Seramalroyer
the Thirtieth day of October in the Year One thousand Eight
hundred and Ninety four at Madras aforesaid
their Certain Note in writing in the Gentoo
according to the laws and Customs of such
of India their own proper hands being thereunto
duly Set and Subscribed bearing date the same day and
year aforesaid and then and there delivered the said
Note to the said Toommanapully Seramma by
said Note they the said Condal Poyer and Seramalroyer
Acknowledged to have Borrowed and Received of
said Toommanapully Seramma the Sum of
hundred Star Pagodas of Current Money of
which Sum they the said Condal Poyer Seramalroyer
did thereby engage to repay to the said Toommanapully
Seramma on Demand with all such interest as
should or might become due thereon at the rate of Six
per Cent per Annum By reason whereof and according
to the laws and Customs of such Hindoo Natives
of India they the said Condal Poyer and Seramalroyer
in the life time of the said Seramalroyer then and

there

Second Term 1809

there became liable to pay to the said Soonnamapully
Seenamma the said Sum of Money in the aforementiona
Note contained according to the Tenor and effect of the
said Note. And being so liable they the said Condal
Poyer and Seruvenalroyer in the life time of the said
Seruvenalroyer in Consideration thereof afterwards to wit
on the same day and Year aforesaid at Madras afore
said undertook and then and there faithfully promised
the said Soonnamapully Seenamma to pay her the said
Sum of Money in the aforesaid Note Contained according
to the tenor and effect of the said Note And Whereas
also the said Condal Poyer and the said Seruvenalroyer
since deceased in the life time of the said Seruvenalroyer
afterwards to wit on the Seventy first day of January
in the Year One thousand eight hundred and One at
Madras aforesaid made their certain other Note
in Writing in the Gentoo Language according to the Laws
and Customs of such Hindoo Natives of India their
own proper hands being thereunto respectively Sd and
Subscribed bearing date the same day and Year aforesaid
and then and there delivered the said Note to the said
Soonnamapully Seenamma by which said Note they the
said Condal Poyer and Seruvenalroyer Acknowledged to
have Borrowed and Received of the said Soonnaman
apully Seenamma the Sum of One hundred and Sixty
two Star Pagodas of Current Money of Madras which
Sum they the said Condal Poyer and Seruvenalroyer

did

said Whereby engage to repay to the said Soonnanapully
Seenamma with all such interest as should or might
become due thereon at the Rate of Twelve per Cent per
Annum — By reason whereof and according to the Laws and
Customs of such Hindoo Natives of India, the said
Condal Voyer and Seruvanalvoyer in the life time of the said
Seruvanalvoyer then and there became liable to pay to the
said Soonnanapully Seenamma the said Sum of
Money in the aforesaid Note Contained according to the
tenor and Effect of the said Note — And being so liable
they the said Condal Voyer and Seruvanalvoyer in the life
time of the said Seruvanalvoyer 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 Soonnanapully Seenamma
to pay her the said Sum of Money in the aforesaid
Note Contained according to the Tenor and Effect of the said
Note Yet the said Condalvoyer and Seruvanalvoyer in the
life time of the said Seruvanalvoyer not Regarding their
said Several promises and undertakings so by them in
manner and form aforesaid made but Contriving and
fraudulently intending Craftily and Subtilely to deceive
and Defraud the said Soonnanapully Seenamma in
this particular, the said Condal Voyer and Seruvanalvoyer
or either of them in the life time of the said Seruval-
voyer nor the said Condal Voyer after the Death of the
said Seruvanalvoyer hath not paid the Several Sums of

Money aforesaid or any part thereof to the said Soommanapully Seenamma (although the said Condal Voyer and Seemalvoyer in the life time of the said Seemalvoyer and the said Condal Voyer after the Death of the said Seemalvoyer to wit at Madras aforesaid to pay the same were by the said Soommanapully Seenamma often Requested) but to pay the same or any part thereof to her have hitherto altogether Refused and the said Condal Voyer to pay the same to her the said Soommanapully Seenamma still doth Refuse. And whereas also the said Condal Voyer heretofore to wit on the Twentieth day of October in the Year One thousand Seven hundred and Ninety four at Madras aforesaid made his certain Note in Writing in the Gentoo Language according to the Laws and Customs of such Hindoo Natives of India, his own proper hand being thereunto Set and Subscribed bearing Date the same day and Year aforesaid and then and there delivered the said Note to the said Soommanapully Seenamma by which said Note he the said Condal Voyer Acknowledged to have Borrowed and Received of the said Soommanapully Seenamma the Sum of One hundred Star Pagodas of Current Money of Madras which Sum he the said Condal Voyer did thereby engage to Repay to the said Soommanapully Seenamma on Demand with all such Interest as Should or might become due thereon at the Rate of Six per cent per Annum By reason whereof and according to the Laws and Customs of such Hindoo Natives of India he the

said Condal Poyer then and there became liable
the said Tommanapully Seenamma the said Sum
Money in the aforementioned Note contained according to the
tenor and effect of the said Note And being so liable the
said Condal Poyer in Consideration thereof after
said undertook and then and there faithfully promised the
said Tommanapilley Seenamma to pay her the
of Money in the aforesaid Note Contained
the Tenor and effect of the said Note And
also the said Condal Poyer afterwards to wit on the
Twenty first day of January in the Year One thousand
eight hundred and One at Madras aforesaid made his
Certain other Note in writing in the Gentoo Language
according to the laws and Customs of such Hindoo Natives
Subscribed bearing date the same day and Year afore
said and then and there delivered the said Note to the
said Tommanapully Seenamma by which said Note
he the said Condal Poyer acknowledged to have Borrowed
and Received of the said Tommanapully Seenamma
the Sum of One hundred and thirty two Star Pagodas
of Current Money of Madras aforesaid which Sum
he the said Condal Poyer did thereby engage to Repay to

the said Soonnamapully Seenamma with all such interest as should or might become due thereon at the Rate of Twelve per Cent per Annum By reason whereof and according to the laws and Customs of such Hindoo Natives of India he the said Condal Voyer then and there became liable to pay to the said Soonnamapully Seenamma the said Sum of Money in the said Note contained according to the Tenor and effect of the said Note And being so liable, he the said Condal Voyer in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Soonnamapully Seenamma to pay her the said Sum of Money in the aforesaid Note contained according to the Tenor and effect of the said Note And whereas also the said Condal Voyer afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Soonnamapully Seenamma in other Four hundred Star Pagodas of like lawful Money of Madras aforesaid for so much Money by the said Soonnamapully Seenamma before before that time lent and Advanced to the said Condal Voyer at his Special instance and Request And being so indebted he the said Condal Voyer in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the

the said Soonnanapully Leenamma to pay her the
last mentioned Sum of Money when he Should
thereunto afterwards requested And whereas
said Candal Poyer afterwards to wit on the same
year last aforesaid at Madras aforesaid was
to the said Soonnanapully Leenamma in
Hundred Star Pagodas of like lawful Money of
aforesaid for so much money by the said Candalpoyer
before that time had and received to and for the
said Soonnanapully Leenamma And being
indebted tothe said Candal Poyer in Consideration thereof
afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there
faithfully Promised the said Soonnanapully Lee-
-nna to pay her the said last mentioned Sum of Money
when he Should be thereunto afterwards Requested
And Whereas also the said Candal Poyer afterwards
to wit on the same day and Year last aforesaid at
Madras aforesaid accounted together with the said
Soonnanapully Leenamma of and Concerning Divers
other Sums of Money from the said Candalpoyer to
the said Soonnanapully Leenama before that time
due and Owing and then and there in Arrear and

Unpaid

unpaid, and upon that account the said Condalroyer was then and there found in Arrear and indebted to the said Soonnanapully Seenamma in three Four hundred Star Pagodas of like lawful Money of Madras aforesaid And being so found in Arrear and indebted he the said Condal Voyer in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Soonnanapully Seenamma to pay her the said last mentioned Sum of Money when he should be thereunto afterwards Requested Yet the said Condalroyer not Regarding his several Promises and undertakings So by him in manner and Form aforesaid made, but Contriving and fraudulently intending Craftily and Subtilely to Deceive and Defraud the said Soonnanapully Seenamma in this particular hath not yet paid the said several Sums of money or any part thereof to the said Soonnanapully Seenamma although often requested so to do, but to pay the same or any part thereof to the said Soonnanapully Seenamma, he the said Condal Voyer hath hitherto wholly refused and still doth refuse so to the said Soonnanapully Seenamma

Seen

her Damage of Four hundred Star Pagodas and
therefore She brings her Suit &c —

And now in this Second Term in the Year
One Thousand eight hundred and nine, that is to say the
Tried Exparte twenty ninth day of March to which day was given
well to the said Sonnanapally Seenamma as
aforesaid, comes the said Plaintiff by her Attorney afore-
said, and the said Condal Poyer altho solemnly demanded
came not to Answer nor did he say any thing in bar
or preclusion and so forth — And the said Justices
having heard the Allegations of the party Plaintiff and
examined the truth thereof and duly considered the
evidence produced on the part of the said Sonnana-
pally Seenamma say that the said Condalpoyer did
undertake and promise in manner and form as the
said Sonnanapally Seenamma hath above thereof
complained against him — And this Court doth also
Judgment for the Plaintiff on a verdict in Assumpsit the damages sustained by the said Sonnanapally
Seenamma by reason of the Nonperformance by the
said Condalpoyer of those promises and undertakings
at the Sum of Five hundred and seventy Seven Pagod
Five Fanams and forty Cash — And doth also Award

the

Second Term 1809.

the said Soommanapally Seenamma for her Costs and charges laid out by her about her Suit in this behalf the Sum of One hundred and Ninety nine pagodas and twelve fanams. - It is therefore Considered by the Court here that the said Soommanapully Seenamma do recover against the said Condal Voyer her damages aforesaid assessed, and also her said costs and charges so as aforesaid Awarded by the Court here adjudged to the said Soommanapully Seenamma and with her assent, which said damages, costs and charges amount in the whole to the Sum of Seven hundred and Seventy six pagodas, Seventeen fanams and forty Cash And the said Condal Voyer in Mercy &c.

Mercy

And hereupon the said Soommanapully Seenamma by Fennes Piggy his Attorney prays the Writ of our Lord the King of Siere Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Moveable Lands, Debts and other Effects Real and Personal of the said Condal Royen within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be necessary by Sale thereof the Sum of Seven hundred and Seventy Six Pagodas Seventeen fanams and forty Cash which the said Soommanapully Seenamma Recovered against the said Condal

h he hath sustained as well by
for dam performance of certain promises
reason made by the said Condal Boyce
and no mmanded fully seen and
to the rges by him about his suit in that behalf
costs d it is granted unto him Peterswalde
Exec h
Here 29. day of May next

Writ of Sc. Fa.
issued against
the Defendant
on the 28. day of
April 1809

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Second Term

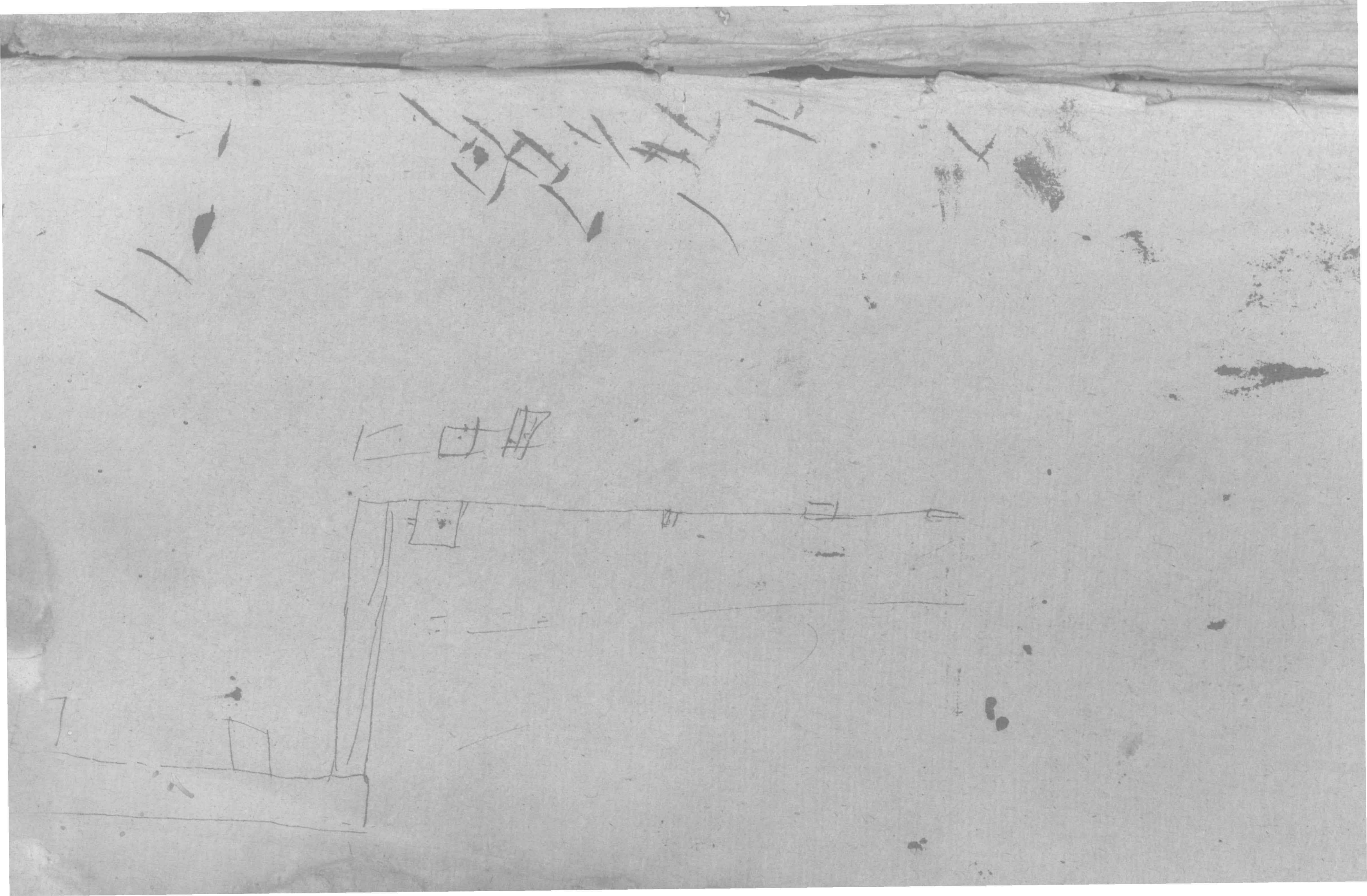
Present The Hon'ble Sir Thomas Strange Knight, Chief Jus.e and the Hon'ble Sir Benj.a Bevan Knight, Puisne Jus.r in His Majesty's Supreme Judicature at Madras of the Second Term in the Year one thousand eight hundred and nine.—

John Doe on the demise of Pillay puts in his place Gilbert Richetts Attorney against Richard Roe in a Plea of Trespass and Ejectment.—

The said John Doe in his proper Person at the Suit of the said John Doe in the aforesaid Term in the Year one thousand eight hundred and Nine before the Supr. Court of Judicature at Madras came John Doe by Gilbert Richetts his Attorney and brot into the said Court there his certain Plt against Richard Roe in a Plea of Trespass and Ejectment and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madrs

No 21



1809

Judgment Roll

2.d Term

Section 8



reynolds vs reynolds

Reynolds - Reynolds

Plaint in Ejectment filed 18th February 1809 - P.S.

Madras to Wit John Doe by Gilbert Richetts his Attorney Complains of Richard Roe being a British subject and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass and Ejectment For that Whereas Vottamrabadoo Thistna Pillay on the Thirteenth day of January in the Year of Christ One Thousand Eight hundred and Seven at Madras aforesaid had demised granted and to farm let to the said John Doe Ten Acres of Arable Land Ten Acres of Garden Ground Ten Acres of Waste Land, and Ten Acres of other Land with the Appurtenances thereunto belonging Situate lying & being at Peddanaicks pettah in the Black Town of Madras and within the limits fixed for the Jurisdiction of this Honorable Court To have and to hold the said premises with the appurtenances aforesaid unto the said John Doe and his assigns from the said Thirteenth day of January in the Year aforesaid for and during and unto the full end and Term of Five Years. from thence next ensuing and fully to be compleat and ended by virtue of which said demise the said John Doe entered into the said premises with the appurtenances and was possessed thereof until the said Richard Roe afterwards to wit on the first day of January

in the Year aforesaid at Madras aforesaid with force and arms &c. entered into the premises aforesaid with the appurtenances in the possession of the said John Doe and them and there ejected drove out and Removed the said John Doe from his said farm his said term therein not being ended and him the said John Doe so ejected drove out and Removed hath kept out and still doth keep from his possession thereof and other injuries to him the said John Doe then and there did against the Peace of our Lord the King and to the damage of the said John Doe of Five hundred Star Pagodas and therefore he brings suit &c.

And now in this Second Term in the year of Christ One Thousand Eight hundred and Nine that is to say on the Third day of April in that Year until which day was given to the said Richard to impark to the said Plaint and then to Answer the same unto as well the said John by his Attorney aforesaid as the said Richard in his proper person and the said Richard defends the force and injury when &c. and says nothing in Bar or preclusion of the said action of the said John whereby the said John remains thereon undefended against the said Richard. Therefore it is

Judgment against the Casual Ejector.

Judgment Signed for the Lessor of the Plaintiff the 3d May 1809

considered that the said John recover against the said Richard his said Term yet to come of and in the premises aforesaid with the appurtenances and also his damages sustained by reason of the Trespass and Ejectment aforesaid and hereupon the said John freely here in Court remits to the said Richard all such damages costs and Charges as he ought to be adjudged to him the said John by reason of the Trespass and Ejectment aforesaid Therefore it is the said Richard be acquitted of those damages Costs and Charges &c and hereupon the said John prays the writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have possession of his said Term yet to come of and in the premises aforesaid Writ of Possession with the appurtenances - and it is granted to him -

issued 3d May 1809

Returnable on the 3d day of June next -

1804

Second Term 1809

Second Term 1809

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Pleas before the Honble Sir Thomas
Andrew Strange, Knight, & Chief Justice
and the Honble Sir Benjamin
Sullivan Knight, Puisne Justice
Majesty's Supreme Court of
at Madras of the Second Term in the
Year one thousand eight hundred
and Nine. -

Madras } Poompauvy Visvanada Moodeliar
to wit - } plaee Daniel Neale his Attorney against Aningecuvay
Ramaswamy in a Plea of Debt -

Madras } The said Aningecuvay Ramaswamy
to wit - } plaee Gilbert Ricketts his Attorney at the Suit of the said
Poompauvy Visvanada Moodeliar in the Plea aforesaid -

Madras } Be it Remembered that as of the Fourth Term
to wit - } in the Year one thousand eight hundred and eight
before the Supreme Court of Judicature at Madras
came Poompauvy Visvanada Moodeliar by Daniel
Neale his Attorney and brought into the said Court
then then his Certain Plaint against Aningecuvay
Ramaswamy 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

166 Second Term 1809

Plaint in debt filed 26th November 1808

Madras (to wit) Pamparuvy Viswanada of Mudeliar by Daniel Neale his Attorney Complains of Annangecurray Ramaswamy who is a Hindoo & Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court of a Plea that the said Ramaswamy render to the said Viswanada Four thousand Star Pagodas of the lawful Current Money of Madras which the said Ramaswamy owes to and unjustly detains from the said Viswanada For that whereas on the Second day of August in the Year of Christ One thousand eight hundred and eight at Madras the said Ramaswamy by his Certain Writing Obligatory Sealed with his Seal and to the Court here now Shewn (the date whereof is the day and Year aforesaid) acknowledged himself to be held and firmly bound to the said Viswanada in the said four thousand Star Pagodas To be paid to the said Viswanada when he the said Ramaswamy should be thereto afterwards requested Yet the said Ramaswamy (altho often &c requested &c.) hath not paid the said four Thousand Star Pagodas above demanded or any part thereof But the said Ramaswamy to pay the same hath hitherto Wholly refused and still refuses To the damage of the said Viswanada of Four [illegible]

Pagodas and therefore he brings his Suit &c

And afterwards that is to say in the

imparlance first Term in the Year One thousand eight hundred & five

and in the said Supreme Court of Judicature at Madras

until which Term the said Annengecauny Ramasawmy

by leave to imparl to the said Plaint and there

to answer the same came as well the said Annengecauny

(Visuanada) Moodeliar by his said Attorney

as the said Annengecauny Ramasawmy by his

said Attorney And the said Annengecauny Ramas-

awmy defends the wrong and injury when &c and

Plea filed 9th February 1809

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 for further

Plea in this behalf the said Annengecauny Rama-

sawmy by leave of the Court for this purpose first had

and obtained according to the form of the Statute in

such case made and provided prays over of the

said Writing Obligatory and it is read to him in

these Words "Know all men by these Presents that

I Annengecauny Ramasawmy of Madras held and

firmly bound unto Poompauny Visvanada Moodeliar

of the same place in the penal Sum of Four thousand

Star

Star Pagodas to the payment whereof well and truly to be made to the said P. Viswanada Modeliar his Heirs Executors Administrators or assigns I do ~~bind myself~~ bind myself my Heirs Executors and Administrators severally by these Presents In Witness whereof I have hereunto set my hand and Seal in Madras this 2d. day of August in the Year One Thousand Eight hundred and Eight" and he also prays over of the Condition of the said Writing Obligatory and it is read to him in these words viz "Whereas the above bound A. Ramadanany had borrowed and received of the above named P. Viswanada Modeliar the Sum of Two thousand Star Pagodas to ~~be~~ run at interest at the rate of /12/ Twelve per Cent. per Annum payable in Two months from the date hereof. Now the Condition of this Obligation is such that if the above bound A. Ramadanany his heirs Executors Administrators or assigns shall well and truly pay or cause to be paid unto P. Viswanada Modeliar his heirs Executors Administrators or assigns the Sum and just Sum of Two Thousand Star Pagodas together with such interest as shall or may become due thereon then this Obligation to be void and of no effect otherwise to remain

which being read and heard the said Annengecanny
Ramasawamy as to all the said Debt except as to
Four Hundred Star Pagodas parcel thereof say that
he ought not to be charged with the said Debt or
or except the said Sum of Four hundred Star Pagodas
by virtue of the said Writing Obligatory because he says
that at the time of making the said Writing
there was and now is justly due and owing
the said Annengecanny Ramasawamy the Sum of
Four hundred Star Pagodas and no more and that the
residue of the said Sum of Two thousand Star Pagodas
in the said Condition mentioned was illegally and
usuriously added in the said writing Obligatory
and extorted from the said Annengecanny Ramas-
awamy without any other consideration and the
giving day of payment to the said Annengecanny
Ramasawamy at different times before and at the
time of making the said Writing Obligatory in the
said Plaint mentioned at exorbitant and illegal
rate of interest beyond the rate of twelve per cent by the
Year and not for any other consideration whatsoever
contrary to the laws and usages of the natives in like
case made and provided and this the said Annengecanny
Ramasawamy is ready to verify Wherefore he prays
Judgment

Second Term 1809

Judgment if the said Poompauvy Sivanada Modeliar
ought to have or maintain his aforesaid action
thereof against him & to recover or have any more
of the said debt beyond or except the said Sum of
Four hundred Star Pagodas &c.

And afterwards to wit in the same First
Term of the said Year One Thousand Eight hundred and
Nine came the parties aforesaid by their Attorneys afore-
said And thereupon the said Sivanada as to the said
Plea of the said Ramaswamy by him first above
Pleaded in bar and whereof the said Ramaswamy
hath put himself upon the Court doth the like. And
the said Sivanada as to the said Plea of the said
Ramaswamy by him secondly above Pleaded in bar
says that not withstanding any thing in that Plea
alledged the said Ramaswamy ought to be charged
with the said Debt by virtue of the said Writing
Obligatory because he says that at the time of making
the said Writing Obligatory there was and now is
justly due and owing from the said Ramaswamy
to the said Sivanada the full Sum of Two Thousand
Star Pagodas to wit at Madras aforesaid without
this that the said residue of the said Sum of
Two thousand Star Pagodas in the

Replication
filed 13th February
1809

mentioned was illegally and usuriously added to the
said Writing Obligatory and extorted from the said
Ramasawmy in manner and form as the said
Ramasawmy hath in and by that Plea above
alledged and thus he the said Visvanada is ready
to verify Wherefore he Prays Judgment and his said
Debt together with his damages by him
occasion of the detention thereof to be adjud

And afterwards that is to say
Vacation of the said First Term of the said Year
One thousand Eight hundred and Nine came the
parties aforesaid by their Attorneys afore
Whereupon the said Annengecanny Rama
to the said Plea of the said Coompanny Vis
Modelly by him above pleaded by way of repl
said Plea of the said Annengecanny Ramasa
him secondly above pleaded in bar the said Annen
gecanny Ramasawmy as before says that the residue of
the sum of Two thousand Pagodas in the said
condition of the said Writing Obligatory mentioned
beyond the sum of Four hundred Pagodas in the
said Plea mentioned was illegally and usurious-
ly added in the said writing Obligatory and

Rejoinder
filed 8th March
1809

Second Term 1809

exhorted from the said Annengeramy Ramasawmy
and of this he the said Annengeramy Ramasawmy
puts himself upon the Court &c.

And afterwards to wit in the Vacation of
the same First Term of the said Year One thousand
Eight hundred and Nine the said Visvanada
Ramaswamy by him Rejoined to the Plea pleaded by the
said Visvanada by way of Reply to the Plea secondly
above pleaded by the said Ramaswamy in bar &
And whereof the said Ramaswamy doth put himself
upon the Court the said Visvanada doth the like

Afterwards that is to say on the twenty
seventh day of March in this Second Term One
thousand eight hundred and Nine for the trial of the
issue so as aforesaid joined between them came
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 have pronounced that the said Writing
Obligatory in the said Plaint of the said Visvanada
Mentioned is the deed of the said Ramaswamy
and that the residue of the sum of two thousand Pagodas
in the Condition of the said

Parker for Pltf
filed 15th March
1809

Mentioned beyond the Sum of four Hundred Pagodas
Mentioned in the said Plea of the said Ramas-
=swamy Secondly by him Pleaded to the
Plaint of the said Visvanada was not illegally
surriously added in the said Writing Obligatory
extorted from the said Ramaswamy in Manner
and form as the said Ramaswamy hath in and
by his said last Mentioned Plea alleged
said Justices have pronounced that the
Ramaswamy doth owe to and detain from the
Star Pagodas above demanded in Manner and form
as the said Visvanada hath above thereof Complained
against the said Ramasawmy.—

AND Now at this day comes the said
Visvanada by his said Attorney and relinquishing all
damages by him sustained by occasion of the detention
of the said debt Prays Judgment for his same debt
and for his Costs and Charges laid out by him about
his Suit in this behalf—

It is therefore Considered and Adjudged
that the said Visvanada recover against the said
Ramaswamy his said debt of four thousand Star
Pagodas above demanded and that the said

Judgment signed
for the Plaintiff
in
the 9. day of
May 1809

Second Sheet 1809

Ramasawamy pay to the said Sivanada for his said Costs and Charges the Sum of One hundred and fifty Nine Pagodas and twenty six Fanams And the said Ramasawamy in Mercy.

And hereupon the said Poompauvy Sivanada Modelliar by Daniel Neale his Attorney prays the Writ of our Lord the King of Fire Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Houses, Lands Debts and other Effects, Real and Personal of the said Annengecauvy Ramasawamy 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 Star Pagodas for debt which the said Poompauvy Sivanada made against the said Annengecauvy Ramasawamy and also One hundred and fifty Nine Pagodas and twenty Six Fanams adjudged to the said Poompauvy Sivanada Modelliar for his damages which he had sustained as well on occasion of the detention of the said debt as for his Costs and Charges by him about his Suit in that behalf expended and it is granted unto him, &c Returnable here on the 4th

Writ of Fa. Fa. issued the 13th

Second Series 1809 — 1795

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

Fort St George Madras ss } Bogavaram Kistnamah Chitty puts in his place Fownes Disney his Attorney against Syfud dowlah Bahander in a Plea of Debt.

Fort St George Madras ss } The said Syfud dowlah Bahander puts in his place Daniel Neale his Attorney at the Suit of the said Bogavaram Kistnamah Chitty in the Plea aforesaid.

Fort St George Madras ss } Be it Remembered that in the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Bogavaram Kistnamah Chitty by Fownes Disney his Attorney and brought into the said Court then there his certain Plaint against Syfud dowlah Bahander 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

Plaintiff in debt filed 18th February 1809 — C.R.

Fort St George Madras ss Bogavaram Krishna-
-mah Chitty of Madras Inhabitant by Power
his Attorney complains of Syfud doudah Bahauder
being a Mahomedan Inhabitant of Madras and as
such a person Subject to the jurisdiction of this Honble
Court of a Plea, that he render to him the
-varam Krishnamah Chitty Six thousand one hundred
and seventy pagodas and twenty six fanams of
money of Madras, which he the said Syfud
Bahauder owes to and unjustly detains from him
For that Whereas the said Syfud doudah Bahauder
heretofore to wit on the Seventh of the month of Sifferr of
the Year of Hejery One thousand two hundred and twenty
two corresponding to the Sixteenth day of April in the
year of Christ One thousand eight hundred and seven at
Madras aforesaid by his certain Writing Obligatory in
the Persian Language Sealed with the Seal of the said
Syfud doudah Bahauder according to the laws and customs
of such Mahomedan Inhabitants of Madras, and to the Court
now here shewn, the date whereof is the same day and
Year aforesaid acknowledged, that he owes Fourteen
thousand Rupees the half of which was Seven thousand
Rupees he the said Syfud doudah Bahauder had
received as a loan for his own expences from the

said Boguvanum Thistnamah Chitty (by the name and addition of Boguvanum Thistnamah Chitty, Dubash of Madras Inhabitant) to run upon interest at one Rupee per cent per month payable in Twenty eight Months, and that upon the Security of Receipts for his the said Syfud dowlah Bahauder's Monthly Stipend should Almighty God please, it was agreed that the aforesaid Term from the First day of April in the Year One thousand eight hundred and Seven of the Year of Christ to the end of July in the Year One thousand eight hundred and nine by Monthly Instalments of Five hundred Rupees in Principal besides the interest seperately should be paid to him Month by Month from the amount of his monthly Stipend and should any delay occur in Payment of the money from the Treasury of the Company then the above said Sum he the said Syfud dowlah Bahauder would pay the said Bogavanum Thistnamah from his Circar and receive the said Bond. And the said Bogavanum Thistnamah Chitty in fact saith, that afterwards to wit on the First day of January in the Year One thousand eight hundred and Nine the Sum of Three thousand one hundred and forty two pagodas, thirty eight fanams and twenty Cash became due and payable to the said Bogavanum Thistnamah Chitt

Grand Total 1809 1770

Writing Obligatory for a certain Space of time to wit for
Twenty two Months ended on that day, by virtue of and
according to the tenor of the said Writing Obligatory and
the condition thereof, and that the said Syfud Dowlah
Bahauder was afterwards to wit on the same day and
year aforesaid requested by the said Bogavanam
Shistnamah Chitty to pay the said last mentioned
Sum of money so due and payable to him as aforesaid
said. Yet the said Bogavanam Shistnamah
not on the said last mentioned day or at any other time
thereof
wholly failed and made default, and the said
Sum of money still remains in arrear and
unpaid, to wit at Madras aforesaid, whereby an
action hath accrued to the said Bogavanam Shistnamah Chitty to have and demand of the said Syfud
dowlah Bahauder the Sum of Eleven thousand
Rupees parcel of the said Sum of Six thousand
nine hundred and seventy pagodas, and twenty six
fanams above demanded. And Whereas also the said
Syfud dowlah Bahauder afterwards to wit on the
Eighth of the month of Shewale of the said Year of
Plejery One thousand two hundred and twenty two
according to the Eighth day of December in the

year of Christ One thousand eight hundred and seven at Madras aforesaid by his certain other Writing Obligatory in the Persian language Sealed with the Seal of the said Syfud dowlah Bahander according to the laws and customs of such Mahomedan Inhabitants of Madras, and to the Court now here Shewn, the date whereof is on the same day and Year last aforesaid, acknowledged, That the Sum of One thousand and two hundred Rupees, the half of which was Six hundred Rupees he the said Syfud dowlah Bahander had received as a loan for his own expences from the said Bogavarum Thistnamiah Chitty (by the name of Thistnama Chitty) and the interest fixed was at the Rate of One Rupee per Cent per Month, and that by the blessing of Almighty God the Principal Sum together with interest should be paid to the said Bogavarum Thistnamiah Chitty in the Space of One Month. And the said Bogavarum Thistnamiah Chitty avers, that there is now due and owing to him from the said Syfud dowlah Bahander for Principal and interest due on the said last mentioned Writing Obligatory the Sum of Three hundred and and ninety one Pagodas twenty nine fanams and

twenty Cash further parcel of the said Sum of Six
thousand nine hundred and seventy pagodas and
twenty Six fanams above demanded. And Whereas
also the said Syfud dowlah Bahauder aforesaid by his
writ on the first of the month of Safee of the Year of the
Hejery One thousand two hundred and twenty three
corresponding to the Twenty eighth day of March in the
Year of Christ One thousand eight hundred and
Madras aforesaid by his certain other Writing
Sealed with the Seal of the said Syfud dowlah Bahauder
according to the laws and customs of such Mahomedans
Inhabitants of Madras, and to the Court now here
Shewn the date Whereof is the same day and Year
last aforesaid acknowledged the Sum of Four thousand
Rupees, the half of which was Two thousand Rupees, to
the said Syfud dowlah Bahauder had received of a
Loan for his own expences from the said Bagavaram
Kistnamah Chitty by the name and addition of
Bargwaram Thistnama Chitty Soucar of Madras
Inhabitant, the interest fixed thereon was one Rupee
per Cent per Month, and that by the blessing of
Almighty God, the said Sum of Four thousand Rupees
together with interest should be paid to the said
Bagavaram Thistnama in One Month. And the said

Bogavarum Khistnamah Chitty avers, that there is now due and owing to him from the said Syfud dowlah Bahauder for principal and interest due on the said last mentioned Writing Obligatory the Sum of One Thousand two hundred and Sixty four pagodas, thirty three fanams and forty Cash further parcel of the said Sum of Six thousand Nine hundred and Seventy pagodas and twenty Six fanams above demanded. And Whereas also the said Syfud dowlah Bahauder afterwards to wit on the fourth of the Month of Rabee Ysanee of the Year of Hegery One thousand two hundred and twenty three corresponding to the Thirty first day of May in the Year of Christ One thousand eight hundred and eight at Madras aforesaid by his certain other Writing Obligatory in the Persian language Sealed with the Seal of the said Syfud dowlah Bahauder according to the law and customs of such Mahomedan Inhabitants of Madras, and to the Court now here shewn the date whereof is on the same day and Year last aforesaid acknowledged that the Sum of Two thousand Straw pagodas the half of which was One thousand pagodas he the said Syfud dowlah Bahauder had received as a loan for his own expences from the said Bogavaram Khistnamah Chitty by the name and addition of Bagwarum Khistnamah Chitty Doucar of Mad

Inhabitant, the interest fixed thereon was of One pagoda
per cent per Mensum. And that by the blessing of
Almighty God it was expected, that the said Sum
together with the interest shall be paid to him on
receiving the monthly Stipend of or from the Company in
One Months, and that the said Voucher of the Company and
to be received therein. And the said Boguvarum
Chitty avers, that there is now due and owing
from the said Syfud doulah Bahander for principal
and interest due on the said last mentioned
Obligatory the Sum of Two thousand one hundred and
Seventy one pagodas, and fifteen fanams Residue of the said
Sum of Six thousand nine hundred and seventy pagodas
and twenty six fanams above demanded. Yet the said
Syfud doulah Bahander altho often requested hath not
yet paid the said Sum of Six thousand nine
hundred and seventy pagodas, and twenty six fanams
above demanded or any part thereof to the said Boguvarum
Thistnamah Chitty, but to pay the same or any part
thereof to the said Boguvarum Thistnamah Chitty he the
said Syfud doulah Bahander hath hitherto wholly
refused and still doth refuse to the said Boguvarum
Thistnamah Chitty his damage of One hundred star
pagodas and therefore he brings his suit &c.

And afterwards that is to say on the second
Term of the said Year One thousand eight hundred and

in parliance

1814 Second Term 1809

until which Term the said Seyfud dowlah Bahauder had leave to imparl to the said Plaint and then to Answer the same came as well the said Bagavaram Shistnamah Chitty by his said Attorney as the said Seyfud dowlah Bahauder by his said Attorney And the said Seyfud dowlah Bahauder defends the Wrong and injury when &c And Says that the said several Writings Obligatory in the said Plaint of the said Bagavaram Shistnamah Chitty mentioned are not nor are nor is any or either of them the deed of him the said Seyfud dowlah Bahauder And this he the said Seyfud dowlah Bahauder prays may be inquired of by the Court.

Plea filed 7 April 1809

Issue Joined

And the said Bagavaram Shistnamah Chitty by Fownes Disney his Attorney doth the like

And now in this Second Term that is to say on the Eight day of April in the year one thousand eight hundred and nine to which day was given as well to the said Bagavaram Shistnamah Chitty as to the said Seyfud dowlah Bahauder to inform the Court of the premises came before the Court as well the said Bagavaram Shistnamah Chitty by his Attorney aforesaid as the said Seyfud dowlah Bahauder by his attorney aforesaid. And the said Court having heard the allegations of the respective parties and examined the truth thereof, and duly and deliberately

Judgment for the Plaintiff on a verdict in debt

1809

Judgment Roll

Second Term

Sutton 9

considered the evidence produced on both sides as to the
issue joined between the parties say that the said
several Writings Obligatory in the second, third &
and fourth Counts of the said Plaint of the said Baga-
-vanam Kistnamah Chitty mentioned are the Deeds
of him the said Syfud dowlah Bahander as the said
Bagavanam Kistnamah Chitty hath above in that behalf
alledged against him. Whereupon it is considered
by the Court here, that the said Bagavanam Kistnamah
Chitty do recover against the said Syfud dowlah
Bahander his said debt amounting to Four Thousand
nine hundred and Sixty six pagodas two fanams and
twenty six Cash, and also the Sum of Two hundred
and forty three pagodas and twenty six fanams for his
damages which he hath sustained as well by occasion
of the detaining the said debt as for his costs and charges by
him about his suit in this behalf expended making &
together the Sum of Three thousand two hundred and
nine Star pagodas twenty eight fanams and twenty six
Cash by the Court here adjudged to the said Bagavanam
Kistnamah Chitty with his assent, and that he have &
execution thereof. — And the said Syfud dowlah Bahander
in as much as he has denied his deed be taken &c.

Judgment signed for the Plaintiff the 16th day of May 1809
J Shaw Dpty Regr

And thereupon the said Bagavanam Kistnamah
Chitty by Fawnes Disney his Attorney prays the writ of our
Lord the King of Capias ad Satisfaciendum to be directed

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Body of the said Syfud Dowlah Bahauder to Satisfy the
said Bagavaram Kistnamah Chitty of Two thousand
Nine hundred and Sixty Six Pagodas two fanams and
twenty Six Cash for debt which the said Bagavaram
Kistnamah Chitty recovered against the said Syfud
Dowlah Bahauder and also Two hundred and Forty
five Pagodas and twenty Six fanams adjudged to the
said Bagavaram Kistnamah Chitty for his damages
which he had sustained as well on occasion of the
detention of the said debt as for his Costs and Charges
by him about his Suit in that behalf Expended and
Writ of Ca. Sa. issued on the 12th June 1809 — whereupon it is granted unto him, Returnable here on the 12th day of July next. —

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

Fort St George Madras to wit } Neelacuntah Sawmy Chitty in his proper Person and William Light his Attorney against Tollasy Unnmah in a Plea of Debt.

Fort St George Madras to wit } The said Tollasy Unnmah put in his place Robert Orme his Attorney, at the Suit of the said Neelacuntah Sawmy Chitty in the Plea aforesaid

Fort St George Madras to wit } But Remembered that in the Vacation after the Second Term in the Year One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Neelacuntah Sawmy Chitty by William Light his Attorney and brought into the said Court then there his Certain Plaint against Tollasy Unnmah in a Plea of Debt and there are pledged for the Prosecution, to wit, John Doe and Richard Roe which said Plaint

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Plaint in debt
filed 19 May 1809
P.S.

Madras to wit Neelacuntah Sawmy
William Light his attorney Complains of
Ummah and Hindoo Inhabitant of Madras
a Person subject to the Jurisdiction of
honable Court of a Plea that she the said
Ummah do render unto him the said
Neelacuntah Sawmy Chitty the Sum of Four Thousand
Star Pagodas which she owes to and unjustly detains
from him For that Whereas the said Tallacy
heretofore to wit on the twenty sixth day of
hundred and Eight at Madras aforesaid by her certain
writing obligatory sealed with the Seal of the said
Tallacy Ummah and to the Court now shewn the
said whereof is on the day and Year aforesaid acknow-
ledged herself to be held and firmly bound unto the
said Neelacuntah Sawmy Chitty in the said Sum
of four thousand Star Pagodas to be paid to the said
Neelacuntah Sawmy Chitty when she the said
Tallacy Ummah should be thereunto afterwards
requested Yet the said Tallacy Ummah although
often requested to pay the same hath not yet
paid the said Sum of Four

Pagodas above demanded or any part thereof to the said
Neelacruntah Sawmy Chitty to pay the same
or any part thereof to the said Neelacruntah Sawmy
Chitty She the said Tollasy Unnmah hath hitherto
Wholly refused and Still doth refuse to the said
Neelacruntah Sawmy Chitty his Damage of Ten
Star Pagodas and thereby he the said Plaintiff is
AND the said Tollasy
Unnmah by Robert
Arrine her Attorney Comes and Defends the Injury and
Injury when &c. and says that she
Judgment by Confession under a Warrant of Attorney - A. Ormd Atty for Defendt -
action of the said Neelacruntah Sawmy Chitty not
that the said Bond in the said Plaint mentioned is the
Deed of the said Tollasy Unnmah nor
Tollasy Unnmah owes to and detains from the said
Neelacruntah Sawmy Chitty the said Ten Hundred
Star Pagodas in manner and form as the said Neela-
cruntah Sawmy Chitty hath above thereof complained
against her Therefore it is Considered that the said
Judgment signed for the Plaintiff the 19. day of May 1809 - I Shaw Dy Rothy
Neelacruntah Sawmy Chitty recover against the said
Tollasy Unnmah his said Debt and also fifty Eight
Star Pagodas and Eight 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

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Mercy

Registered and by the Court now here adjudged to the said Neelacantah Sowmy Chitty by her Assent and the said Tollaty Ummah in Mercy &c.—

And hereupon the said Neelacantah Sowmy Chitty by William Leight his Attorney prays the Writ of Fieri Facias to be directed to the Sheriff of Madras commanding him to levy and Make of the Houses, Lands, Debts and other Effects, Real and Personal of the said Tollaty Ummah within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof, the Sum of Two thousand One hundred and Fifty One Pagodas twenty four Fanams and sixty two Cash for debt, and which the said Neelacantah Sowmy Chitty recovered against the said Tollaty Ummah Damages which he has 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

Writ of Fi. Fa. issued 20th May 1809

21st day of June Next.

Strand Term 1887

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Second Term 1807

Fort St George
Madras ss

Be it Remembered that in the Vacation after the third Term in the Year one thousand eight hundred and seven before the Supreme Court of Judicature at Madras came Joannes Disney one of the Attornies of this Court in his own proper Person and brought into the Court then there his certain Plaint against Goorroonada Chitty and Perreapolliam Maury Chitty in a Plea of Debt and then are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows

Fort St George
Madras ss

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

Joannes Disney one of the Attornies of this Court in his own proper Person against Goorroonada Chitty and Perreapolliam Maury Chitty in a Plea of Debt

Fort St George
Madras ss

The said Goorroonada Chitty and Perreapolliam Maury Chitty in their person at the Suit of the said Joannes Disney in the Plea aforesaid

Plaint in debt
filed 10th September
1807 Ps.

Fort St George Madras ss. Be it remembered that on
the Attornies of this Honorable Court came before the Court
here in his own proper person Gorroonada Chitty
Chitty and Perriapolliam Maury Chitty being respectively
Hindoo Inhabitants of Madras and subject liable to the
jurisdiction of this Honble Court of which Plea that they
render to which the said Sommes One Thousand
and forty Star Pagodas which they the said Gorroonada
Chitty and Perriapolliam Maury Chitty owe to and
unjustly detain from him. For that whereas the said
Gorroonada Chitty and Perriapolliam Maury Chitty
heretofore to wit on the twentieth day of March in the
Year One Thousand eight hundred and four at Madras
aforesaid, by their certain Writing Obligatory Sealed with
the Seals of the said Gorroonada Chitty and Perriapolliam
Maury Chitty and to the Court now here shown the date
whereof is on the day and Year aforesaid acknowledged them-
selves to be held and firmly bound unto the said Sommes
in the penal Sum of One thousand and forty Star Pagodas
to be paid to the said Sommes when he should be thereunto
afterwards requested. Yet the said Gorroonada Chitty and
Perriapolliam Maury Chitty although often requested to
pay the same hath not yet paid the said Sum of One

any Sum thereof to the said Townes, but to pay the same
or any part thereof, they the said Goorunada Chitty
and Pereapolliam Mauny Chitty have hitherto wholly
refused, and still refuse so to do, to the said Townes
his damage of Twenty Star pagodas, and therefore he
brings his Suit &c.

on the part of P. Mauny Chitty
Cognovit filed
15th April 1809.

And now in this Second Term in the
Year One thousand eight hundred and nine that is to
say on the Fifth day of April, to which day was given
a rule to the said Townes as to the said Goorunada
Chitty and Pereapolliam Mauny Chitty to inform
the said Court of the premises, comes the said Townes
in his own proper person and the said Goorunada
Chitty and Pereapolliam Mauny Chitty although
solemnly demanded came not to Answer nor Did
they say any thing in bar or preclusion and so forth.

Tried Exparte
as of the Defds
Goorunada Chitty

And the said Justices having heard the allegations of
the party Plaintiff and examined the truth thereof, and
duly considered the evidence produced on the part of the
said Plaintiff say that the Writing Obligatory in the
said Declaration mentioned is the Deed of the on the
said Goorunada Chitty and Pereapolliam Mauny
Chitty in manner and form as the said Townes
hath above thereof complained

Judgment signed for the Plaintiff the 22d. may 1809
J Shaw
Dy Prothy

Goorroonada Chitty and Perriapollian [illegible] do adjudge that the said Plaintiff [illegible] said Defendants the Sum of Forty two Pagodas and Nineteen [illegible] and also Two hundred and Sixty [illegible] five Fanams for his damages [illegible] as well for occasion of detaining the said debt [illegible] costs and charges by him about his [illegible] expended, which said debt and damages [illegible] the whole to One thousand one hundred [illegible] and forty four Fanams And that the said Plaintiff have his execution thereof &c.

And thereupon the said Fonnes Disny in person prays the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Bodies of the said Goorroonada Chitty and Perriapollian Disney the Sum of Eight hundred and forty two Pagodas and Nineteen Fanams for debt which the said Fonnes Disney recovered against the said Goorroonada Chitty and Perriapollian Mantra Chitty and also Two hundred and Sixty three Pagodas and twenty five Fanams adjudged to the said Fonnes Disney 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 &c

Second Term 1809.

Writ of Certiorari to be Awarded and it is granted unto him, Returnable here on
Tuesday the Twenty Second day of June Next.

Second Term 1809

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Pleas before the Hon^ble Sir Thomas Strange Knight, Chief Justice and the Hon^ble Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year One thousand eight hundred and Nine.

Madras ss. The United Company of Merchants of England Trading to the East Indies first in their place Robert Orme their Attorney against Poochey Allenpen in a Plea of Trespass on the Case.

Madras ss. The said Poochey Allenpen in his own proper person at the Suit of the said United Company on the Plea aforesaid. —

Madras ss. Be it remembered that as of the First Term in the Year One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came the United Company of Merchants of England Trading to the East Indies by Robert Orme their Attorney and brought into the said Court then there their certain Plaint against the said Poochey Allenpen 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

1809

Second Term 1809:

Plaint in Assumpsit filed 5th March 1809 Rule 14 days

Between The United Company of Merchants of England trading to the East Indies by Robert Orme Their Attorney complain of Poochey Alleapen being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Poochey Alleapen on the Ninth day of July in the Year of our Lord One Thousand eight hundred and eight to Wit at Madras aforesaid made his certain Note in Writing Commonly called a Promissory Note his own proper hand being thereunto subscribed bearing date the day and Year aforesaid and then and there delivered the said Note to one Vallapah Chitty by which said Note the said Poochey Alleapen three months after date promised to pay to the said Vallapah Chitty or order the Sum of Five hundred and ninety Star Pagodas with Interest at Nine per Cent for value received And the said Vallapah Chitty to whom or to whose order the payment of the said Sum of Money aforementioned in the said Note with the Interest thereon was by the said Note to be made after the making thereof and before the payment of the Money in the said Note specified or of any part thereof to wit on the day and Year aforesaid at Madras aforesaid endorsed the said Note his own hand being thereon subscribed by which endorsement the said Vallapah Chitty ordered and appointed the said Sum of money specified in the said Note to be paid to the said United Company and then and there delivered the said Note so endorsed to the said

Company of which said indorsement the said Poochy
alleapen afterwards to wit on the day and Year aforesaid
at Madras aforesaid had notice By reason whereof and
by force of the Statute in such case made and provided
the said Poochey alleapan became liable to pay to the said
United Company the said Sum of money mentioned in
the said Note with the Interest thereon according to the
tenor and effect of the said Note and of the said endorse-
ment so made thereon as aforesaid and being so liable
he the said Poochey alleapen afterwards in Consideration to wit on
the day and Year aforesaid at Madras aforesaid under-
took and then and there faithfully promised the said
United Company to pay them the said Sum of money
mentioned in the said Note with the Interest thereon
according to the tenor and effect of the said Note and of the
said Indorsement so made thereon as aforesaid And
Whereas also the said Poochey alleapen afterwards to
to wit on the twelfth day of October in the year aforesaid
at Madras aforesaid was indebted to the said United
Company in the Sum of Nine hundred and ninety Nine
Star Pagodas of the Current money of Madras for so much
money by the said Poochey alleapen 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 Poochey alleapen

Last aforesaid at Madras aforesaid undertook
and there faithfully promised the said United
Company to pay them the said last mentioned Sum of
money when he the said Poochey alleapen should be
afterwards requested. Yet the said Poochey Alleapen
not regarding his said several promises and under-
takings so by him made in manner and form afore-
said 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 either of them or any Part
thereof (although so to do he the said Poochey alleapen was
requested by the said United Company to wit on the same
day and year last aforesaid and often afterwards to wit at
Madras aforesaid) but the said Poochey alleapen to pay the
same 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 Nine hundred
and ninety nine Star Pagodas and therefore they bring
Suit &c.

And Now in this Second Serrn in the
Said Epake year One thousand eight hundred and nine that is to say
on the twenty first day of March to which day was given
as well to the said United Company as

Alleaspen and the said Poochey Alleaspen [illegible] by
bar or preclusion of the said Action of the said United
Company by which the said United Company Remain
therein undefended Against the said Poochey Alleaspen
for which the said United Company ought to Recover their
Damages by occasion of the Premises, and afterwards
to wit on the twenty ninth day of [illegible] in the Term
last aforesaid the said Court having diligently 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 Six hundred and thirty
four Pagodas and twenty nine fanams, and for those Costs
and Charges to ninety six Pagodas and thirty nine
fanams Therefore it is Considered that the said United
Company recover against the said Poochey Alleaspen their
Damages and Costs aforesaid by the Court aforesaid found
and adjudged Which damages in the Whole Amount
to Seven hundred and thirty one Pagodas and twenty three
fanams and the said Poochey Alleaspen in Mercy &c.

Judgment signed for the Plaintiffs the 22d May 1809 — J. Shaw Dy Prothy

mercy

Second Term. 1809.

Fort Saint George Madras } Be it Remembered that on the [illegible] Sessions [illegible] Knight Chief Justice the Honble Sir [illegible] and the Honble Sir Benjamin Sullivan [illegible] Justice of His Majesty's [illegible] Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and nine

Fort Saint George Madras } John Doe on the demise of Mootoospermal Moodeliar Soopa &c Moodeliar Chinna Anna Moodeliar Vadan [illegible] Moodeliar &c Venkatasha Moodeliar Lingapah Moodeliar [illegible] Moodeliar &c Moodookistna Moodeliar Soobavarmony Moodeliar [illegible] Moodeliar and Iyah Moodeliar put in his place Will[illegible] his Attorney against Colatoor Sandaven, Colatoor Venk[illegible] Walker London Mooneyen Colunda Sawmy, Valun Kooty [illegible] Pately &c Venkatasen Chinnatomby, Andy, Sooboo[illegible] Venkatachella Chinna Vaugary Veeravangaven, Yovasen, Vaugary [illegible] Vaugary Chinna Pillum Comaren Vaugary Nyman, Moolagum, Pitchen [illegible] Mooney Dasen Moolagum Venkatachellum Mooney Venkatasen Nyman [illegible] and Vaugary Sooboocaunum in a Plea of Trespass and Ejectment &c

Fort Saint George Madras } The said Colatoor Sandaven, Colatoor Venkatasen Dasen Wathee London, Mooneyen Colunda, Sawmy, Valun Kooty [illegible] Pately, London, Mooneyen Colunda, Sawmy, Valun Kooty, Soobarayen, Pately, Venkatasen Chinnatomby, Andy, Sooboocaunum, Vyboga Venkatachellum Vaugary Veeravangaven, Yovasen, Vaugary Venkatachellum, Comaren Vaugary Nyman, Moolagum, Pitchen Mooney Dasen Moolagum Venkatasen, Nyman Govoonanden and Vaugary [illegible] put in their place Gilbert Richetts their Attorney at the [illegible] of the said John Doe in the Plea aforesaid. —

Fort Saint George Madras } Be it Remembered that in the Vacation after the Fourth Term in the Year one thousand eight hundred and six before [illegible] Court of Judicature at Madras came John Doe by William Light [illegible] Attorney and brought into the said Court then there his certain Plaint against Colatoor Sandaven, Colatoor Venkatasen Dasen, Wathee London, Mooneyen Colunda, Sawmy, Valun Kooty, Soobarayen, Pately, Venkatasen Chinnatomby, Andy, Sooboocaunum, Vyboga Venkatachellum, Vaugary Veeravangaven, Yovasen, Vaugary Venkatachellum, Comaren Vaugary Nyman, Moolagum, Pitchen Mooney Dasen Moolagum Venkata- [illegible] Venkatasen Nyman Govoonayden and Vaugary

Second Term 1809

Fort Saint George Madras John Doe by William
his Attorney complains of Colatoor Tandaven Colatoor
Sennatayen Dasen, Mothee Condeh Mooneyen Colunda,
Sooryen Valien Cooty, Soobaroyen, Patchy, Venkatasen
Chinnatamby, Andy, Tooloosammen, Vyboga Venkatachellum
Vanyary Veeranangaven, Yerasen, Vanyary Venkatachellum,
Cannan Vanyary Nyman, Moolagun Petchen Mooney
Dasen Moolagun Venkatachellum Coorevy Venkatasen, Nyman,
Veeranden and Vanyary Tooloosammen being Inhabitants
of Madras and as such Subject to the Jurisdiction of this
Honorable Court For that Whereas Mootoo perumal
Modeliar Tappa Modeliar Chinna Anna Modeliar
Venkatalingah Modeliar Venkatasha Modeliar Linga-
yah Modeliar Mootamby Modeliar Moodoosrinivasa Mode-
liar Soobaramony Modeliar Mooloosamy Modeliar and
Iyah Modeliar, heretofore to wit on the first day of August
in the year One thousand Eight hundred and Six at
Madras aforesaid had granted and to farm let unto the
said John Doe Five Villages, Five Pagodas, Five Samony
Houses, Five hundred Messuages Five hundred dwelling
Houses, Five hundred Shops Five hundred Out houses
Five hundred Stables, Five hundred Godowns Five
hundred Bungalows, Five Hundred [illegible]

hundred Gardens Ten Thousand Cannies of Garden Land Ten Thousand Cannies of Paddy Fields Ten Thousand Cannies of Land Covered with Water Ten Thousand Cannies of Waste Ground with the Appurtenances thereunto belonging Situate lying and being in Tandiaperkah within the limits of Madras To have and to hold the said Tenements with the Appurtenances to the said John Doe and his assigns from the said first day of August in the year aforesaid for and during and unto the full end and Term of Ten years from thence next ensuing and fully to be complete and ended by virtue of which said demise the said John Doe entered into the said premises with the appurtenances and was possessed thereof until the said Colatoor Tandaven, Colatoor Vencatar Aven, Dasen Wathee Condan, Moonayen, Colandan Vencaty Valun Cooty Soobarayen, Patchy Vencatasen, Colandan Vencaty Andy, Soloracannan, Vyboga Vencatachellum Vencaty Veeravangaven Yenadan, Vencaty Vencatachellum Vencaty Vencaty Nynan Moolagun, Pitchen Moondy Dasen Moolagun Vencatachellum Coorevy Vencatasen Nynan Goonnaden and Vencaty Soloracannan afterwards to wit on the second day of the said Month of August in the year aforesaid with force and Arms &c. entered into the

premises aforesaid with the appurtenances in the possession of the said John Doe and then and there ejected drove out and removed the said John Doe from his said farm his said Term therein not being yet ended and him the said John Doe ejected drove out and removed hath kept out and still do keep out from his possession and other injuries to them the said John Doe then and there did against the Peace of our Lord the King and to the Damage of the said John Doe of One Thousand Pagodas and therefore he brings Suit &c.

And afterwards in the Vacation after the same Fourth Term of the said Year One Thousand Eight Hundred and Six that is to say on the tenth day of January One Thousand Eight hundred and Seven the said Coliatoor Tandaven, Coliatoor Vencatadeu, Dasen, Wathee Canden, Mooneyen, Colinda Savony Valen Pooty Subbayyen Patchy, Vencatadeu, Chinnatamby, Andy Soloocanumm Vyloga Vencatachellum Vauyany Veeravangavan, Jeyadeu, Vauyany Vencatachellum Comaren, Vauyany Nynan, Moolayen Pitchen, Moondy Dasen, Moolayen, Vencatachellum, Coovery Vencatadeu Nynan Goroonanaden and Vauyany, Soloocanumm by Gilbert Richetts 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

Second Term 1809

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John Doe hath above thereof complained against them
and of this they put themselves upon the Court &c
And the said Mootoo Permaul &
Moodeliar and Soppa Mood.r & Co.r do the like.
And now in this Fourth Term in the
Year of our Lord One Thousand Eight hundred and
Eight that is to say on the Twenty Sixth day of September
in that Year until which day was given as well to
the said John as to the said Colatoor Londaven &
Colatoor Vencatasen Dasen Wothee Londaven Moneyen &
Colunda Sawmy Valien Cooty Sobanyen Pethy &
Vencatasen Chinnatomby Andy Soloocannun Tyloy &
Vencatachellum Vanyany Veeravangava Yeyasen &
Vanyany Vencatachellum Conarun Pungay Nynan
Moolagun Pitchen Moondy Dasen Moolagun Vencata-
chellum Coorey Vencatasen Nynan Coorocandoo &
and Vanyany Soloocannun 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
truth thereof and duly considered the Evidence produced
on both sides agreed among themselves upon the Verdict
to be given of and upon the premises upon which
the said John being solemnly called comes not nor
does he further prosecute his said Plaint against
the said Colatoor Londaven Colatoor Vencatasen &

Dasen Wothee Londen Moneyen Colunda Sawny Valum
Cooty Soobarayen Patchy Vencatasen Chinnatomby Andy
Tooloocanum Vyloga Vencatachellum Vanyary Veeravangava
Yevasen Vanyary Vencatachellum Comaren Vanyary Nynan
Moolagan Petchen Moondy Dasen Moolagun Vencatachel-
lum Cooveny Vencatasen Nynan Goorroonaden and Vanyary
Tooloocanum Therefore it is considered that the said Plain-
tiff nothing by his said Plaint but that he and his pledges
do prosecute be in mercy &c. and that the said Coolatoor
Londavan Coolatoor Vencatasen Dasen Wothee Londen Moneyen
Colunda Sawny Valum Cooty Soobarayen Patchy Vencatasen
Chinnatomby Andy Tooloocanum Vyloga Vencatachellum
Vanyary Veeravangava Yevasen Vanyary Vencatachellum
Comaren Vanyary Nynan Moolagun Petchen Moondy
Dasen Moolagun Vencatachellum Cooveny Vencatasen
Nynan Goorroonaden and Vanyary Tooloocanum go thereof
without day And it is further considered by the Court here
that the said Coolatoor Londavan Coolatoor Vencatasen
Dasen Wothee Londen Moneyen Colunda Sawny
Valum Cooty Soobarayen Patchy Vencatasen Chinnatomby
Andy Tooloocanum Vyloga Vencatachellum Vanyary Veera-
vangava Yevasen Vanyary Vencatachellum Comaren
Vanyary Nynan Moolagan Petchen Moondy Dasen
Moolagun Vencatachellum Cooveny Vencatasen Nynan
Goorroonaden and Vanyary Tooloocanum do recover against
the said John the Sum of One Thousand

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Judgment Roll

Second Term

Section 10

and Eighty one Pagodas and four fanams for the
Costs and Charges by them laid out about the
in this behalf by the Court now here adjudged
Colatoor Tondavan Colatoor Vencatadeu Dasen Woothee
Corden Mooneyen Colunda Savony Valeen Cody
Soobarayen Patchy Vencatadeu Chinnatomby Andy
-neen Vyboga Vencatachellum Vaugary Veenavany
Yeradeu Vaugary Vencatachellum Comaren
Nyenan Moolagen Pitchen Moondy Dasen Moolagen
Vencatachellum Coreey Vencatadeu Nyenan Goroonaden
and Vaugary Tooloocanum and with their assent and
that the said Colatoor Tondavan Colatoor Vencatadeu
Dasen Woothee Corden Mooneyen Colunda Savony
Valeen Cody Soobarayen Patchy Vencatadeu Chinnatomby
Andy Tooloocanum Vyboga Vencatachellum Vaugary
Veenavanigiva Yeradeu Vaugary Vencatachellum Comaren
Vaugary Nyenan Moolagen Pitchen Moondy Dasen Moola-
-gen Vencatachellum Coreey Vencatadeu Nyenan Goroona-
-den and Vaugary Tooloocanum have Execution &c.

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Pleas before the Honble Thomas Andrew Strange Chief Justice the Honble Guillim Knight and the Honble Sir Benjamine Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine

Fort St George Madras ss } Pullapauty Vencatarroyaloo puts in his place Fornes Disney his Attorney against Trevettesworum Seetaramen in a Plea of Trespass on the Case

Fort St George Madras ss } The said Trevettesworum Jettah Seetaram puts in his place William Light his Attorney at the Suit of the said Pullapauty Vencatarroyaloo in the Plea aforesaid

Fort St George Madras ss } Be it Remembered that in the third Term in the Year of our Lord one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Pullapauty Vencatarroyaloo by Fornes Disney his Attorney and brought into the said Court there their his certain Plaint against Trevettesworum Jettah Seetaram in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

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Fort St George Madras ss Pullapauty Venka-
Exhibit
filed 25 July 1808 = tarrayaloo of Madras Inhabitant by Fownes Piney his
attorney Complains of Trevettesworeum pettah Seeteram
being an Hindoo Inhabitant of Madras and as such a
person Subject to the Jurisdiction of this Honble Court.
For that Whereas the said Trevettesworum pettah
Seeteram heretofore to wit on the Twentieth day of
July in the Year Thousand eight hundred and Eight
at Madras aforesaid, was indebted to the said Pulla-
pauty Venkatarayaloo in the Sum of Four Thousand
Pagodas of current money of Madras, for divers Goods,
Wares and Merchandizes by the said Pullapauty Venkata-
rayaloo to the said Trevettesworum pettah Seeteram
and at his Special instance and request before that
time sold and delivered. And being so indebted he
the said Trevettesworum pettah Seeteram in consid-
eration thereof afterwards to wit on the day and year
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Pullapauty
Venkatarayaloo to pay him the aforesaid Sum of money
when he should be thereunto afterwards requested And
Whereas also the said Trevettesworum pettah Seeteram
afterwards to wit on the same day and

of Madras aforesaid viz consideration that the said Pullapaty
Vencatarayalu had before that time at the like Instance
instance and Request of the said Sreevettesworum Pettah
Seetevarru sold and delivered to the said Sreevettesworum
Pettah Seetevarru divers other Goods Wares and Mer-
-dizes, took upon himself and then and there faithfully
promised the said Pullapaty Vencatarayalu that
the said Sreevettesworum Pettah Seetevarru would
and truly pay and Satisfy to the said Pullapaty Venca-
-rayalu so much money as the said Goods, Wares and
Merchandizes last mentioned were reasonably worth
at the time of the said sale and delivery thereof when he
should be thereunto afterwards requested. And the
said Pullapaty Vencatarayalu avers, that the goods
Wares and Merchandizes last mentioned were reason-
-ably worth other Four thousand Pagodas of like lawful
-ful Money of Madras aforesaid, at the time of the sale
and delivery thereof to wit at Madras aforesaid, whereof
the said Sreevettesworum Pettah Seetevarru there and then
had notice. And Whereas also the said Sreevette-
-sworum Pettah Seetevarru afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid was indebted to the said Pullapaty

Vencatarayaloo in other Four thousand Pagodas of like
Lawful Money of Madras aforesaid for so much Money
by the said Pullapatty Vencatarayaloo before that time
paid laid out and expended to and for the use of
the said Trevettesworum Pettah Seetaram at his
like special instance and request. And being so
indebted he the said Trevettesworum Pettah
Seetaram in consideration thereof afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid, undertook and then and there faithfully &
promised the said Pullapatty Vencatarayaloo to
pay him the said last mentioned sum of money
when he should be thereunto afterwards requested.
And Whereas also the said Trevettesworum Pettah
Seetaram afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted to the said
Pullapatty Vencatarayaloo in other Four thousand Pagodas
of like lawful money of Madras aforesaid for so much
money by the said Pullapatty Vencatarayaloo before that
time lent and advanced to the said Trevettesworum
Pettah Seetaram at his like special instance and
request and being so indebted he the said Trevettesworum
Pettah Seetaram in consideration thereof

wit on the same day and year last aforesaid, at Madras
aforesaid undertook and then and there faithfully
promised the said Pullapauty Vencatarayaloo to pay him
the said last mentioned sum of money when he
should be thereunto afterwards requested. And Whereas
also the said Trevettesworum Pettah Seeteram afs
-pwards to wit on the same day and year last af
at Madras aforesaid was indebted to the said
Pauty Vencatarayaloo in other Four thousand Pago
of like lawful money of Madras aforesaid for so
much money by the said Trevettesworum Pettah
Seeteram before that time had received to and for the use
of the said Pullapauty Vencatarayaloo. And being so
indebted he the said Trevettesworum Pettah Seeteram
in consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Pullapauty Vencatarayaloo to pay him the
said last mentioned sum of money when he
should be thereunto afterwards requested. And
Whereas also the said Trevettesworum Pettah
Seeteram afterwards to wit on the day and year
last aforesaid at Madras aforesaid accounted

together with the said Pullapaudy Venrataroyaloo of and concerning divers other sums of money before that time due and owing from the said Sreevetta-sworum pettah Seetevam to the said Pullapaudy Venkatarooyaloo and then and there being in arrear and unpaid And upon that account, the said Sreevetta-sworum pettah Seetevam was then and there found in arrear and indebted to the said Pullapaudy Venkata-royaloo in other Four thousand Pagodas of like lawful money of Madras aforesaid And being so found in arrear and indebted he the said Sreevetta-sworum pettah Seetevam in consideration thereof afterwards to wit on the same day and Year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said Pullapaudy Venkatarooyaloo to pay him the said last mentioned Sum of Money when he should be thereunto afterwards requested — Yet the said Sreevettasworum pettah Seetevam not regarding his said Several promises and undertakings so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilely to deceive and defraud

Vencatarayaloo in this particular hath not yet paid the
Several Sums of money aforesaid or any part thereof to
the said Pullapanty Vencatarayaloo although often requested
so to do but to pay the same or any part thereof to the
said Pullapanty Vencatarayaloo, he the said Trevelle-
voorum Pettah Seeteram hath hitherto wholly
refused and still doth refuse to the said Pulla-
Vencatarayaloo his damage of Eight Thousand
Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the Vacation of
the same Third Term of the said Year One thousand Eight
hundred and Eight the said Trevelleevoorum Pettah
Seeteram by William Light 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
Pullapanty Vencatarayaloo hath above thereof complained
against him and of this he puts himself upon the
Court &c.

Plea filed 10. September 1808

And the said Trevelleevarampettah Sittaram
Moodelliar prays that the said Pullapanty Vencataraya-
loo may reply to the aforesaid Plea of the said Trevellee-
varampettah Sittaram Moodelliar and thereupon a day is
given by the Court here to the said Pullapanty Vencatarayalo

Judgment of Non Pros for the Defendant for want of Reply

to Reply to the aforesaid Plea of the said Trevettesvaraam pettah Settaraam Mandelliar at which day before the Court now here comes the said Trevettesvaraam pettah Settaraam Mandelliar by his Attorney aforesaid and the said Pullapandy Venkata-royaloo although at that day solemnly called came not nor hath he replied to the aforesaid Plea of the said Trevettesvaraam pettah Settaraam Mandelliar nor doth he further Prosecute his said Suit. Therefore it is considered by the Court here that the said Pullapandy Venkata royaloo take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c. And it is Fcurther Considered by the Court here that the said Trevettesvaraam pettah Settaraam Mandelliar do recover against the said Pullapandy Venkatarogaloo One hundred and Sixteen Star Pagodas and Forty Fanams for his said Costs and Charges by him laid out about his Defence in this behalf by the Court now here Adjudged to the said Trevettesvaraam pettah Settaraam Mandelliar and with his Assent according to the Form of the Statute in such case made and Provided And that the said Trevettesvaraam pettah Settaraam Mandelliar have Execution thereof &c.

Judgment of Court was signed for the Defendant the 24th. may 1809

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Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine.

Fort St George to wit } Manavaurcanacoo Varadaraija Moodeliar puts in his place William Light his Attorney against Palaney Chitty in a Plea of Trespass on the Case.

Fort St George Madras to wit } The said Palaney Chitty in his own proper Person at the Suit of the said Manavaurcanacoo Varadaraija Moodeliar in the Plea aforesaid.

Fort St George Madras to wit } Be it Remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Manavaurcanacoo Varadaraija Moodeliar by William Light his Attorney and brought into the said Court then there his certain Plaint in against Palaney Chitty in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Second Term 1809

Plaintiff's Exhibit
filed 17. June 1808
PJ

Fort Saint George Madras to wit Manavaurcanacoo
Varadaraujia Modeliar by William Light his Attorney
Complains of Palany Chitty being an Hindoo Inhabitant
of Madras and as such a Person liable to the Jurisdiction
of this Honorable Court For That Whereas the said Palany
Chitty heretofore to wit on the Twenty Sixth day of March in
the Year of our Lord One thousand eight hundred and [illegible]
by a certain Note in writing in the Malabar Langu[illegible]
according to the Customs of Such Natives the date of
is on the day and year aforesaid therein described as the
Fifteenth day of the Month of Pangoony in the year of
Raetatchy at Madras aforesaid. By this discription of Palany
Chitty Son of Saderangapatnam Samboo Chettyar of Madras
acknowledged to have Borrowed and Received of the said
Manavaurcanacoo Varadaraujia Modeliar the Sum of
Four hundred Star Pagodas of the Current Money of
Madras aforesaid which said Sum of Money he the
said Palany Chitty thereby engaged to repay the said
Manavaurcanacoo Varadaraujia Modeliar on Demand with
all such Interest as should or might become due thereon
at and after the rate of Twelve per Cent per Annum
Whereby and by force of the Customs and Laws of such
Hindoo Natives the said Palany Chitty became liable to
pay to the said Manavaurcanacoo Varadaraujia Modeliar

the said Sum of Money in the said Note mentioned &c
according to the tenor and Effect thereof and being so liable
he the said Palany Chitty in Consideration thereof &c
afterwards to wit on the same day and year aforesaid
at Madras aforesaid undertook and then and there faithfully &c
promised the said Manawarecanacoo Varadarauja &c
said Sum of Money in the said Note Mentioned according
to the Tenor and Effect thereof. And Whereas the said &c
Palany Chitty afterwards to wit on the Ninth day of June
one thousand eight hundred and Eight at Madras aforesaid
was indebted to the said Manawarecanacoo Varadarauja &c
Modeliar in other Eight hundred Star Pagodas of the &c
Current Money of Madras aforesaid for so much
Money by the said Manawarecanacoo Varadarauja Modeliar
before that time lent and advanced to the said Palany Chitty
at his special instance and request and being so indebted
he the said Palany 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 Manawarecanacoo Varadarauja Modeliar to pay him
the said last mentioned Sum of Money when he the said
Palany Chitty should be thereto afterwards requested. And
Whereas also the said Palany Chitty afterwards to wit on the
same day and Year last aforesaid at Madras

was indebted to the said Manavaurcanacoo Vandarauja
Modeliar in other Eight hundred Star Pagodas of like
Current Money of Madras aforesaid for so much
money by the said Manavaurcanacoo Vandarauja
Modeliar before that time paid laid out and expended
to and for the use of the said Palany Chitty at his
instance and request and being so indebted he the
Palany Chitty in Consideration thereof afterwards
on the same day and year last aforesaid at
aforesaid undertook and then and there faithfully
promised the said Manavaurcanacoo Vandarauja
Modeliar to pay him the said last mentioned Sum of
money when he the said Palany Chitty should be thereto
afterwards requested And Whereas also the said
Palany Chitty afterwards to wit on the same day
and year last aforesaid at Madras aforesaid was indebted
to the said Manavaurcanacoo Vandarauja Modeliar
in other Eight hundred Star Pagodas of like Current
money of Madras aforesaid for so much Money by the
said Palany Chitty before that time had and received to
and for the use of the said Manavaurcanacoo Vandarau-
ja Modeliar and being so indebted he the said
Palany 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 Manavaurcanacoo Vandarauja Modeliar to pay him the said last mentioned Sum of money when he the said Palany Chitty should be thereto afterwards requested And Whereas the said Palany Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Manavaurcanacoo Vandaraujia Modeliar of and concerning divers other Sums of money then due and owing from the said Palany Chitty to the said Manavaurcanacoo Vandarauja Modeliar and then being in arrear and unpaid upon that accounting he the said Palany Chitty was then and there found to be in arrear and indebted to the said Manavaurcanacoo Vandaraujia Modeliar in other Eight Hundred Star pagodas of like current money of Madras aforesaid and being so indebted he the said Palany Chitty 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 Manavaurcanacoo Vandaraujia Modeliar to pay him the said last mentioned Sum of money when he the said Palany Chitty should be thereto afterwards requested Yet the said Palany Chitty not regarding the said several promises and undertakings so made by him in this behalf as aforesaid but contriving and

craftilly and Subtilly to deceive and defraud the said Manavaurcanacoo Varadarauja Modeliar hath not yet paid the said Several Sums of Money aforesaid or any part thereof to the said Manavaurcanacoo Varadarauja Modeliar Although often requested so to do but to pay the same or wholly refused and still doth refuse to the Damage of the said Manavaurcanacoo Varadarauja Modeliar Eight hundred Star Pagodas and thereupon he brings Suit &c.—

And now in this Fourth Term in the Year One Thousand Eight hundred and Eight that is to say on the Seventeenth day of September to which day was also given as well to the said Manavarcanacoo Varadaraja Modeliar as to the said Palany Chitty and the said Palany Chitty says nothing in bar or preclusion of the said Action of the said Manavarcanacoo Varadaraja Modeliar by which the said Manavarcanacoo Varadaraja Modeliar remains therein undefended against the said Palany Chitty for which the said Manavarcanacoo Varadaraja Modeliar ought to recover his Damages by occasion of the premises and afterwards to wit on the Twenty Second day of the said month of September in

Tried Exparte

Second Term 1809

the Term last aforesaid the said Court having deligently enquired what Damages the said Manavarcarnacoo Vanadaraja Modeliar 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 Manavarcarnacoo Vanadaraja Modeliar hath sustained Damages by occasion of the premises over and above his Costs and Charges of the Sum of Four hundred and Fifty Three Star Pagodas Thirteen Fanams and Forty Cash and for his Costs and Charges the Sum of One hundred and Thirty Six Star Pagodas and Thirty One Fanams Therefore It is Considered that the said Manavarcarnacoo Vanadaraja Modeliar recover against the said Palany Chitty 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 Hundred and Eighty Nine Star Pagodas Forty four Fanams and Forty Cash and the said Palany Chitty in mercy &c.

Judgment signed for Plff. the 24: day of May 1809

Shew by Bothy

mercy

Second Term 1809

Second Term 1909.

Pas before the Hon'ble Sir Henry Gwillim, Knight, and the Hon'ble Sir Benjamin Sullivan, Knight, Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine.-

Madras to Wit- Teroovattiyuvaram Pettah Sittanum Moodelly puts in his place William Light his Attorney against Pullapothoo Venkataroyaloo in a Plea of Trespass on the Case-

Madras to Wit The said Pullapothoo Venkataroyaloo in his proper person at the Suit of the said Teroovattiyuvaram Pettah Sittanum Moodelly in the Plea aforesaid-

Madras to Wit- Be it Remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Teroovattiyuvaram Pettah Sittanum Moodelly by William Light his Attorney and brought into the said Court then there his certain Plaint against Pullapothoo Venkataroyaloo 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

1809

# Judgment Roll

## Second Term

## Section II

Second Term 1809

Plaintiff in Chumpeit filed 12th July

Madras to wit Terrovattiswaram Pettah Settavanum Moodelly by William Light his Attorney complains of Pullapathoo Venkataroyaloo being an Hindoo Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Honorable Court of a Trespass on the Case For that Whereas the said Pullapathoo Venkataroyaloo heretofore to wit on the First day of June in the year of our Lord One Thousand Eight hundred and Eight at Madras aforesaid was indebted to the said Terrovattiswaram Pettah Settavanum Moodelly in Sum of Two thousand and Six hundred Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Terrovattiswaram Pettah Settavanum Moodelly before that time lent and advanced to the said Pullapathoo Venkataroyaloo at his Special instance and request and being so indebted he the said Pullapathoo Venkataroyaloo 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 Terrovattiswaram Pettah Settavanum Moodelly to pay him the said last mentioned Sum of Money when he the said Pullapathoo Venkataroyaloo should be thereto afterwards requested And Whereas the said Pullapathoo Venkataroyaloo afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Terro-

Thousand and Six hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Teroovattiswaram Pettah Settaroun Moodelly before that time Paid laid out and Expended to and for the use of the said Pullapothoo Venkataroyaloo at his Special instance and request and being so indebted he the said Pullapothoo Venkataroyaloo in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Teroovattiswaram Pettah Settaroun Moodelly to pay him the said last mentioned Sum of Money when he the said Pullapothoo Venkataroyaloo should be thereto afterwards requested And Whereas also the said Pullapothoo Venkataroyaloo afterwards to wit on the same Day and year last aforesaid at Madras aforesaid was indebted to the said Teroovattiswaram Pettah Settaroun Moodelly in other Two thousand and Six hundred Star Pagodas of like Current Money of Madras aforesaid for so much Money by the said Pullapothoo Venkataroyaloo before that time had and received to and for the use of the said Teroovattiswaram Pettah Settaroun Moodelly and being so indebted he the said Pullapothoo Venkataroyaloo in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid

said Seroovatsuvaram Pettah Sellaraum Moodelly to pay him the said last mentioned Sum of Money when he the said Pullapothoo Vencataroyaloo should be thereto afterwards requested And Whereas also the said Pullapothoo Vencataroyaloo afterwards to wit on the same day and year last aforesaid at Madras aforesaid Accounted with the said Seroovatsuvaram Pettah Sellaraum Moodelly of and Concerning divers other Sums of Money then due and owing from the said Pullapothoo Vencataroyaloo to the said Seroovatsuvaram Pettah Sellaraum Moodelly and then being in arrear and unpaid upon that accounting he the said Pullapothoo Vencataroyaloo then and there found to be in arrear and indebted said Seroovatsuvaram Pettah Sellaraum Moodelly in Two thousand and Six hundred Star Pagodas of Lawful Current Money of Madras aforesaid and being so indebted he the said Pullapothoo Vencataroyaloo 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 Seroovatsuvaram Pettah Sellaraum Moodelly to pay him the last Mentioned Sum of Money when he the said Pullapothoo Vencataroyaloo should be thereto afterwards requested Yet the said Pullapothoo Vencataroyaloo not regarding the said several promises and undertakings so made by him in this behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to

deceive and defraud the said Seroovalluvaram Pettah Sittaram Moodelly hath not yet paid the said several sums of Money aforesaid or any part thereof to the said Seroovalluvaram Pettah Sittaram Moodelly Although often requested so to do but to pay the same or any part thereof he the said Pallapothoo Venkatarayaloo hath hitherto wholly refused and still doth refuse to the Damage of the said Seroovalluvaram Pettah Sittaram Moodelly of Two thousand and Six hundred Star Pagodas and therefore he brings his Suit &c.

And now in this Fourth Term in the Year One thousand Eight hundred and Eight that is to say on the Twenty Sixth day of September to which day was given as well to the said Trevettasvaren Pettah Seetaram Moodeliar as to the said Pallapothoo Venkatarayaloo and the said Pallapothoo Venkatarayaloo says nothing in bar or preclusion of the said Action by which the said Trevettasvaren Pettah Seetaram Moodeliar Moodeliar remains therein undefended against the said Pallapothoo Venkatarayaloo for which the said Trevettasvaren Pettah Setaram Moodeliar ought to recover his damages by occasion of the premises and afterwards to wit on the Twenty Nine

September in the Term last aforesaid the said Court having diligently enquired what damages the said Trevettasuaren Pettah Seetauvaren Moodeliar hath sustained as well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Trevettasuaren Pettah Seetauvaren Moodeliar hath sustained damages by occasion of the premises over and above his Costs and Charges to One Thousand Four hundred and Seven Pagodas and Nineteen fanams and for those Costs and Charges to One hundred and Forty Nine Pagodas and Thirty Nine fanams Therefore it is considered that the said Trevettasuaren Pettah Seetauvaren Moodeliar recover against the said Pallapoothoo Venkatarayaloo 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 One Thousand five hundred and fifty Seven Pagodas and Thirteen fanams of the said Pallapoothoo Venkatarayaloo in Mercy &c.

Judgment signed for the Plaintiff the 24. Day of May 1809 — J Shaw Dy Prothy

mercy

D 34 Second Term 1809

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

Fort Saint George Madras } William Peters puts in his place William Light his Attorney against Armoga Pillay in a Plea of Debt. —

Fort Saint George Madras } The said Armoga Pillay in his proper person at the Suit of the said William Peters in the Plea aforesaid —

Fort Saint George Madras } Be it Remembered that in the Vacation of the Second Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came William Peters by William Light his Attorney and brought into the said Court then there their certain Plaint against Armoga Pillay in a Plea of debt and then are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say —

Fort Saint George

236. Second Term 1809

Plaint in Debt
filed 20. June 1808

Fort Saint George Madras William Peters by William Light his Attorney Complains of Arrnoga Pillay an Heindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court of a Plea that he the said Arrnoga Pillay do render unto him the said William Peters the Sum of Five Thousand five hundred and Twenty Star Pagodas which he owes to and unjustly detains from him For that Whereas the said Arrnoga Pillay heretofore to wit on the first day of January in the year One Thousand Eight hundred and two at Chenglepet to wit at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of the said Arrnoga Pillay by his description of Penambore Arrnoga 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 William Peters in the said Sum of Five Thousand five hundred and Twenty Star Pagodas to be paid to the said William Peters when he the said Arrnoga Pillay should be thereto afterwards requested Yet the said Arrnoga Pillay although often requested to pay the same hath not yet paid the said Sum of Five Thousand five hundred and Twenty Star Pagodas or any part thereof above demanded to the said William Peters but to pay the same or any part thereof to the said William Peters he the said Arrnoga Pillay hath hitherto wholly refused and still doth

Pillay)

refuse to the said William Peters his Damage of Two
hundred Star Pagodas and therefore he brings his Suit &c.

And now in this Fourth Term in the year One
thousand Eight hundred and Eight that is to say on the
Tried Exparte First day of October which day was given as well to the
said William Peters as to the said Arrnoga Pillay to
inform the said Court of the Premises comes the said
William Peters by his Attorney aforesaid and the said
Arrnoga Pillay although solemnly demanded cometh not
to Answer nor did he say any thing in bar or preclusion
and so forth and the said Justices having heard the
allegations of the Party Plaintiff and examined the Proofs
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 Arrnoga Pillay in manner and form as the said
William Peters hath above thereof Complained against
him and do alledge that the said William Peters
Judgment signed for the Plaintiff the 24th May 1809 recover against the said Arrnoga Pillay the Sum of
Five thousand Two hundred and three Star Pagodas
and Twenty Seven Fanams for his Debt and also One
hundred and Fifty Two Star Pagodas and Seventeen
fanams for his Damages which he hath sustained as
well by occasion of detaining the said Debt as for his
Costs and Charges by him about his suit in that behalf
expended which said debt and damages Amount in the
Whole to Five thousand Three hundred and Fifty
Five

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Second Term 1809

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine—

Madras ss Olivier Colt, William Hart and William Willis Weston put in their place Robert Orme their Attorney against Aanjeecara Ramasawmy Moodelly in a Plea of Trespass on the Case—

Madras ss The said Aanjeecara Ramasawmy Moodelly puts in his place Gilbert Ricketts his Attorney at the Suit of the said Olivier Colt, William Hart and William Willis Weston in the Plea aforesaid—

Madras ss Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Olivier Colt, William Hart and William Willis Weston by Robert Orme their Attorney and brought into the said Court then there their certain Plaint against Aanjeecara Ramasawmy Moodelly in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followed in these words that is to say

Madras

Second Term 1809 - 2[illegible]

Plaint in assumpsit filed 18th March 1809

Madras ss Oliver Colt William Hart and William Willis Weston by Robert Orme their Attorney Complain of Aamjeecara Ramasawmy Moodelly being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Aamjeecara Ramasawmy Moodelly heretofore to wit on the Fifth Day of April in the Year of our Lord One thousand Eight hundred and Eight at Madras aforesaid was indebted to the said Oliver William Hart and William Willis Weston in the Sum of Nine hundred and Ninety Nine Pagodas of the Current Money of Madras for so much Money by the said Oliver William Hart and William Willis Weston before that time lent and advanced to the said Aamjeecara Ramasawmy Moodelly and at his special instance and request and being so indebted he the said Aamjeecara Ramasawmy Moodelly 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 Oliver William Hart and William Willis Weston to pay them the said last mentioned Sum of Money when he the said Aamjeecara Ramasawmy Moodelly should be thereunto afterwards requested And Whereas also the said Aamjeecara Ramasawmy Moodelly afterwards to wit on the same Day and year aforesaid at Madras aforesaid was indebted to the said Oliver William Hart

Hart and William Willis Weston in the further Sum of
Nine hundred and Ninety Nine Star Pagodas of like
Current Money for divers Goods Wares and Merchandizes of
the said Olivier William Hart and William Willis Weston
by the said Olivier William Hart and William Willis
Weston before that time sold and delivered to the said
Aamjeecana Ramasawmy Moodelly at his special
instance and request And being so indebted he the said
Aamjeecana Ramasawmy Moodelly 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 Olivier William Hart
and William Willis Weston to pay them the said
last mentioned Sum of Money whenever afterwards
the said Aamjeecana Ramasawmy Moodelly should be
thereunto requested And Whereas also afterwards to wit
on the same Day and Year aforesaid at Madras aforesaid
in Consideration that the said Olivier William Hart and
William Willis Weston at the like special instance and
request of the said Aamjeecana Ramasawmy Moodelly
had before that time sold and delivered to him the said
Aamjeecana Ramasawmy Moodelly divers other Goods Wares
and Merchandizes of them the said Olivier William Hart
and William Willis Weston he the said Aamjeecana
Ramasawmy Moodelly undertook and then and there
faithfully promised the said Olivier William Hart
and William Willis Weston to pay them so much

Money as the last mentioned Goods wares and Merchandizes
at the time of the sale and delivery thereof whose reason-
-ably worth whenever afterwards he the said Aamjeecara
Ramasawmy Moodelly should be thereunto requested And
the said Oliver William Hart and William Willis Weston
over that the Goods Wares and Merchandizes last or
aforementioned at the time of the sale and delivery thereof
were reasonably worth other Nine hundred and Ninety
Nine Star Pagodas of like Current Money to wit at Madras
aforesaid whereof the said Aamjeecara Ramasawmy
Moodelly afterwards to wit on the same Day and Year
aforesaid there had Notice And Whereas also the said
Aamjeecara Ramasawmy Moodelly afterwards to wit
on the same Day and Year aforesaid at Madras aforesaid
was indebted to the said Oliver William Hart and
William Willis Weston in the further Sum of Nine
hundred and Ninety Nine Star Pagodas of like Current
Money for so much Money by the said Oliver William
Hart and William Willis Weston before that time
laid out expended and paid for the said Aamjeecara
Ramasawmy Moodelly and at his special instance
and request and being so indebted he the said
Aamjeecara Ramasawmy Moodelly in consideration
thereof afterwards to wit on the same Day and Year
aforesaid at Madras aforesaid undertook and them
and there faithfully promised the said Oliver
William Hart and William Willis Weston to pay

them

Second Sterm 1809

Whereas the said last mentioned Sum of Money When he the said Aamjeeram Ramasamy Moodelly should be thereunto afterwards requested And Whereas also the said Aamjeeram Ramasamy Moodelly afterwards to wit on the same Day and Year aforesaid at Madras aforesaid was indebted to the said Oliver William Hart and William Willis Weston in the further Sum of Nine hundred and Ninety Nine Star Pagodas of like Current Money for so much Money by the said Aamjeeram Ramasamy Moodelly before that time had and received to and for the use of the said Oliver William Hart and William Willis Weston and at their special instance and request and being so indebted he the said Aamjeeram Ramasamy Moodelly in Consideration thereof afterwards to wit on the same Day and Year aforesaid at Madras aforesaid undertook and then faithfully promised the said Oliver William Hart and William Willis Weston to pay them the said last mentioned Sum of Money when he the said Aamjeeram Ramasamy Moodelly should be thereunto afterwards requested Yet the said Aamjeeram Ramasamy Moodelly not regarding his said several promises and undertakings so by him made in manner and form aforesaid but contriving

Contriving and fraudulently intending Craftily and
Subtilly to deceive and defraud the said Olivier William
Hart and William Willis Weston in this behalf hath
not yet paid the said several Sums of Money or any
of them or any part thereof / altho' so to do he the said
Aarnjeecava Ramasawmy Moodelly was requested
by the said Olivier William Hart and William Willis
Weston to wit on the same Day and year aforesaid and
often afterwards to wit at Madras aforesaid / but the
said Aarnjeecava Ramasawmy Moodelly to pay the
same or any part thereof to the said Olivier William
Hart and William Willis Weston hath hitherto wholly
refused and still doth refuse To the Damage of the said
Olivier William Hart and William Willis Weston
of Nine hundred and Ninety Nine Star Pagodas
and therefore they bring Suit &c.

And now in this second Term in the year
One Thousand Eight hundred and Nine the said Aarnjeecava
Ramasawmy by Gilbert Richetts his Attorney comes and
says that he cannot deny the said Action of the said
Olivier William Hart and William Willis Weston, nor
but that he the said Aarnjeecava Ramasawmy did
undertake and promise in manner and form as
the said Olivier William Hart and William Willis
Weston have above thereof Complained against him
nor but that they the said Olivier William Hart
and William Willis Weston have sustained
Damages

Second Term 1809 —

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Judgment by Confession

Damages by Occasion of the non performance of the said several Promises and undertakings to Nine hundred and Ninety Nine Star Pagodas as they the said Oliver William Hart, and William Willis Weston, have above in their said Plaint supposed and thereupon the said Oliver, William Hart and William Willis Weston pray that the said Damages so acknowledged together with their Expences and Costs laid out by them about their Suit in this behalf may be Adjudged to them &c —

Therefore it is Considered that the said Oliver William Hart, and William Willis Weston, recover against the said Aanjeecava Ramasawmy their Damages aforesaid so by them in form aforesaid acknowledged And also Fifty six Pagodas and Twenty eight Fanams for their Costs and Charges by the Court here adjudged to the said Oliver, William Hart, and William Willis Weston, by their assent which said Damages in the Whole Amount to Six hundred and Seventy Seven Pagodas and Three fanams and the said Aanjeecava Ramasawmy in Mercy &c

Judgment signed for the Plaintiffs the 1st June 1809

J Shaw Dy Prothy

And thereupon the said Oliver Colt, William Hart and William Willis Weston by their Attorney pray the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Goods,

Lands, Debts and other Effects Real and Personal of the said Annajeerara Ramasawmy Moodelly within the Jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be necessary by Sale thereof the Sum of Six Hundred and twenty Seven Pagodas and three Fanams which the said Oliver Colt William Hart and William Willis Weston recovered against the said Annajeerary Ramasawmy Moodelly for damages which they have sustained as well by occasion of the Non performance of certain promises and undertakings made by the said Annajeerara Ramasawmy Moodelly to the said Oliver Colt William Hart and William Willis Weston as for Costs and Charges by them about their Suit in that behalf Expended - and it is granted unto them Returnable here on the 15. day of June Next. -

Writ of Fi Fa issued against the Defendant on the 1st Day of June 1809

2/6

Second Term 1809

PLEAS before the Honble Sir Thomas Andrew Strange Knt Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine.

Madras to Wit. Mily Moottapilly puts in his place Gilbert Richetts his Attorney against Soobbaroyen & Parea Pannapilly in a Plea of Trespass on the Case.

Madras to Wit The said Soobbaroyan and Parea Pannapilly put in their place William Light their Attorney, at the Suit of the said Mily Moottapilly in the Plea aforesaid.

Madras to Wit. Be it Remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Mily Moottapilly by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Soobbaroyan and Parea Pannapilly in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaint in assumpsit
filed 6th may
1809

Madras to Wit. Mily Moottaspilly by Gilbert
Richetts his Attorney Complains of Soobbarayen and Parea
Ponnaspilly being hindoo Inhabitants of Madras and as
such persons respectively liable to the Jurisdiction of this
Honorable Court in a Plea of Trespass on the Case For
that Whereas the said Soobbarayan and Parea Ponnas-
pilly heretofore to wit on the Eighteenth day
of the hindoo year answering to the Eighteenth day
of September in the year of Christ one thousand se-
Eight hundred and four at Madras aforesaid according to
the custom of the hindoo Natives of India made their
certain Note in writing in the Malabar Language of
their own proper hands being thereto subscribed bearing
date the same day and year aforesaid and then and there
delivered the said Note to the said Mily Moottaspilly
whereby the said Soobbarayan and Parea Ponnaspilly
(by the names and description of Soobbarayan son
of Pareametto Stula Carnaco Iyyppy Narrainia pilly
and his uncle or younger father Parea Ponnaspilly)
acknowledged that in consequence of their urgent oc-
casion they had on the day of the making of the said
Note borrowed and received of the said Mily Moottas-
pilly (by the names and addition of Mily Moottas-
pilly of Madras) the Sum of One hundred and
thirty Star Pagodas Current money of Madras which
Sum they the said Soobbarayan and Parea Ponnas-
pilly did thereby engage to repay the said Mily
Moottaspilly in the Space of three Months with all

such

such interest as should or might become due thereon
at the Rate of Twelve per Cent per annum. By means
whereof and by force of the laws and customs of such
Hindoo Natives the said Soobbarayen and Pavea Ponnappilly
became liable to pay to the said Mily Moottappilly the
said sum of Money in the said Note mentioned and
interest at the rate aforesaid according to the tenor and effect of
the said Note and being so liable they the said Soobbarayan
and Pavea Ponnappilly in consideration thereof afterwards
to wit on the same day and Year aforesaid at Madras
aforesaid undertook and to the said Mily Moottappilly
then and there faithfully promised to pay him the said
sum of Money in the said Note mentioned and
interest as aforesaid according to the tenor and effect of the
said Note And Whereas also the said Soobbarayan
and Pavea Ponnappilly afterwards to wit on the Second
day of January in the Year of Christ one thousand
Eight hundred and Nine at Madras aforesaid
were indebted to the said Mily Moottappilly
sum of Five hundred Star Pagodas of like Current
money of Madras for so much Money by the said
Mily Moottappilly before that time lent and advanced
to the Soobbarayan and Pavea Ponnappilly and at their special
instance and request and being so indebted they the
said Soobbarayan and Pavea Ponnappilly in consideration
thereof afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Mily
Moottappilly to pay him the said last

sum of money when they the said Soobbarayen and
Parea Ponnapspilly should be thereto afterwards requested.
And Whereas also the said Soobbarayen and Parea
Ponnapspilly afterwards to wit on the same day and
year last aforesaid at Madras aforesaid were indebted
to the said Mily Moottapspilly in other sums of Five
hundred Star Pagodas of like Current Money of Madras
for so much Money by them the said Soobbarayan and
Parea Ponnapspilly before that time had and received to the
use of the said Mily Moottapspilly and being so
indebted they the said Soobbarayen and Parea Ponnap-
-spilly in consideration thereof afterwards to wit on
the same day and year last aforesaid at Madras aforesa
undertook and then and there faithfully promised the
said Mily Moottapspilly to pay him the said last
mentioned sum of Money when the said Soobbarayan
and Parea Ponnapspilly should be thereto afterwards
requested. And Whereas also they the said Soobbarayan
and Parea Ponnapspilly afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
accounted with the said Mily Moottapspilly and
concerning divers other sums of Money before that time
due and owing from them the said Soobbarayen
and Parea Ponnapspilly to the said Mily Moottapspilly
and then being in arrear and unpaid and upon that
accounting they the said Soobbarayan and Parea
Ponnapspilly were then and there found to be in arrear
and indebted to the said Mily Moottapspilly in the
further sum of Five Hundred Star Pagodas of

like Current Money of Madras. and being so found in arrear and indebted they the said Soobbarayan and Parea Pannapsilly in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mily Moottapsilly to pay them the said last mentioned Sum of Money when they the said Soobbarayan and Parea Pannapsilly should be thereto afterwards requested. Yet the said Soobbarayan and Parea Pannapsilly not regarding their said several promises and undertakings so by them in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Mily Mootapsilly in this behalf have not nor hath either of them yet paid the said several Sums of Money or any or either of them or any part thereof to the said Mily Moottapsilly (although so to do they the said Soobbarayan and Parea Pannapsilly were requested by the said Mily Moottapsilly 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 Mily Moottapsilly they the said Soobbarayan and Parea Pannapsilly have and each of them hath hitherto wholly refused and still do refuse. To the damage of the said Mily Moottapsilly of Five Hundred Star Pagodas and therefore he brings Suit &c.—

And the said Soobbarayan and Parea Pannapsilly

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1809

Judgment Roll.

Second Term.

Section 12.

by William Light their Attorney come and defend the wrong and injury when &c. and say that they cannot deny the said Action of the said Mily Moottapapilly nor but that they the said Soobbarayen and Pawa Pannapapilly did undertake and promise in manner and form as the said Mily Moottapapilly hath above thereof complained against them nor but that the said Mily Moottapapilly hath sustained damages on occasion of the not performing of the said several promises and undertakings in the said Plaint mentioned to the sum of One hundred and Sixteen Pagodas and Twenty Eight Fanams (part of the damages by the said Plaint supposed) over and above his Costs and Charges by him about his said suit in this behalf expended - And hereupon the said Mily Moottapapilly prays Judgment for the damages so as aforesaid confessed and for his Costs and Charges -

Therefore it is considered that the said Mily Moottapapilly do recover against the said Soobbarayen and Pawa Pannapapilly his damages aforesaid to the said sum of One Hundred and Sixteen Pagodas and Twenty Eight Fanams and also Seventy four Pagodas and Twenty two Fanams for his said Costs and Charges by the Court now here adjudged to the said Mily Moottapapilly and with his assent which said damages Costs and Charges in the whole amount to One Hundred and Ninety One Pagodas and five Fanams - and the said Soobbarayen and Pawa Pannapapilly in mercy &c. -

Judgment signed for the Plaintiff the 1st Day of June 1809 -
J. Shaw Dy Prothy

And thereupon the said Mily Moottapapilly by his

and make of the Houses, Lands, Debts and other Effects Real and Personal of the said Soobbarayen and Parea Pomsilly Moodelly within the Jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of One Hundred and Ninety One Pagodas and Five Fanams which the said Mily Moottar Pilly recovered against the said Soobbarayen and Parea Pomsilly for damages which he hath sustained as well on the occasion of the Non performance of certain promises and undertakings made by the said Soobbarayen and Parea Pomsilly to the said Mily Moottapilly as for Costs and Charges by him about his Suit in that behalf Expended and it is granted unto him Returnable here on the 18th day of July Next. —

Writ of Ca. Sa. issued 1st June 1809

Second Term 1809

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Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine.

Madras to Wit } Appoo Mannadoo Soobadaur puts in his place Gilbert Richetts his Attorney against Videnanda Moodaliar in a Plea of Trespass on the Case.

Madras to Wit } The said Videnanda Moodaliar puts in his place William Light his Attorney at the Suit of the said Appoo Mannadoo Soobadaur in the Plea aforesaid.

Madras to Wit } Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Appoo Mannadoo Soobadaur by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Videnanda Moodaliar in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

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Plaint in assumpsit filed 15th March 1809 - £5

Madras to Wit Appoo Mannadoo Soobadaver by Gilbert Ricketts his Attorney Complains of Videnauda Modaliar being a hindoo Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the case For that Whereas the said Videnauda Modaliar heretofore to wit on the 24th Eighteenth Chittery of Prabava Year of the hindoos corresponding with the Twenty Eighth day of April in the year of Christ One thousand Eight hundred and Seven at Madras aforesaid According to the laws and Customs of the hindoo Natives of India made his certain Note in Writing in the Malabar Language his own proper hand being thereto subscribed bearing date the same day and year aforesaid and there and there delivered the said Note to the said Appoo Mannadoo Soobadaver whereby the said Videnauda Modaliar / by the name and description of Videnauda Modaliar of Coddupauthoor / acknowledged that in Consequence of his urgent occasion he had borrowed of the said Appoo Mannadoo Soobadava / by the name and description of Appoo Mannadoo Soobadaver of Kannaccurran Cavil) the Sum of Four hundred and fifty Star Pagodas which Sum he the said Videnauda Modaliar did thereby engage to repay the said Appoo Mannadoo Soobadaver on or before the Thirtieth Arpesy or Tenth November of the then present year with all

the rate of Twelve per Cent per Annum commencing from
the said Month of April. By meand whereof and by
force of the laws and customs of such Hindoo Natives
the said Videnauda Modaliar became liable to pay to
the said Appoo Mannadoo Soobadaur the said Sum of
money in the said Note mentioned with interest at the
rate aforesaid according to the tenor and effect of the said
Note and being so liable the said Videnauda Modaliar
in consideration thereof afterwards to wit on the same day
and Year first aforesaid at Madras aforesaid undertook
and to the said Appoo Mannadoo Soobadaur then and
there faithfully promised to pay him the said Sum of
Money in the said Note Mentioned with interest at the rate
aforesaid according to the tenor and effect of the said Note.

And Whereas also the said Videnauda Modaliar after-
wards to wit on the Tenth day of November in the Year
of Christ One thousand Eight hundred and seven at Madras
aforesaid was indebted to the said Appoo Mannadoo
Soobadaur in other One thousand Star Pagodas Current
money of Madras for so much Money by the said
Videnauda Modaliar before that time had and received to
the use of the said Appoo Mannadoo Soobadaur and being so
indebted he the said Videnauda Modaliar in consideration

aforesaid undertook and then and there faithfully promised
the said Appoo Namadoo Soobadaur to pay him the said
last mentioned Sum of money when he the said Videnau-
-da Moodaliar should be thereto afterwards requested. And
Whereas also the said Videnauda Moodaliar afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid was indebted to the said Appoo Namadoo
Soobadaur in other Sums of One thousand Star Pagodas
of like Current Money for so much money by the said
Appoo Namadoo Soobadaur before that time lent and
advanced to the said Videnauda Moodaliar at his special
instance and request and being so indebted he the said
Videnauda Moodaliar in consideration thereof afterwards
to wit on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said Appoo Namadoo Soobadaur to pay him the said
last mentioned Sum of money when he the said Videnau-
-da Moodaliar should be thereto afterwards requested. And
Whereas also the said Videnauda Moodaliar afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid accounted with the said Appoo Namadoo Soo-
badaur of and concerning divers other Sums of money before
that time due and owing from the said Videnauda
Moodaliar to the said Appoo Namadoo Soobadaur and
then being in arrears and unpaid and upon that
accounting the said Videnauda Moodaliar was then and
there found to be in arr

one Thousand Star Pagodas of like Current Money of Madras and being so found in arrear and indebted he the said Videnaun= =da Moodaliar in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid and there faithfully promised the said Appoo Mamadoo Soobadaur to pay him the said last mentioned Sum of money when he the said Videnauda Moodaliar should be thereto afterwards Requested. Yet the said Videnauda Moodaliar not regarding his said Several Promises and undertakings so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Appoo Mamadoo Soobadaur 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 Appoo Mamadoo Soobadaur although so to do he the said Videnauda Moodaliar was Requested by the said Appoo Mamadoo Soobadaur 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 Appoo Mamadoo Soobadaur the said Videnauda Moodaliar hath hitherto Wholly refused and still doth refuse to the damage of the said Appoo Mamadoo Soobadaur of one Thousand Star Pagodas and therefore he brings Suit &c.

And now in this Second Term in the Year aforesaid that is to say on the Fourth day of April until which day the said Videnauda Moodaliar had leave to impard to the said Plaint and then to Answer the same

Judgment by confession

Second Term 1809

Attornies aforesaid and the said Videnanda Modeliar ye
defends the wrong and injury when &c and says that he
cannot deny the said action of the said Appoo Mamadoo
Soobadaur nor but that he the said Videnanda Modeliar
did undertake and promise in Manner and form ye
as the said Appoo Mamadoo Soobadaur hath above thereof
Complained against him nor but that the said Appoo ye
Mamadoo Soobadaur hath Sustained Damages on occasion
of the not performing of the several promises in the said
plaint mentioned to the Sum of Five hundred and
Sixty two Pagodas and thirty three Fanams Saved of the
Damages by the said plaint suppose over and above
his Costs and Charges by him about his Suit in this
behalf expended and thereupon the said Appoo Mamadoo
Soobadaur prays Judgement for the Damages ye as
aforesaid confesse and for his said Costs and charges

Judgment signed for the Plaintiff the 1st day of June 1809
J. Shaw D. Y. Reg.

Therefore It is considered that the said Appoo
Mamadoo Soobadaur do recover against the said ye
Videnanda Modeliar his Damages aforesaid to the said
Sum of Five hundred and Sixty two Pagodas and
thirty three Fanams and also Seventy three Pagodas
and thirty seven Fanams for his said Costs and Charges
by the Court here adjudged to the said Appoo Mamadoo
Soobadaur and with his assent which said damages
costs and Charges in the Whole Amount to Six hundred
and thirty six Pagodas and twenty five Fanams - And the
said Videnanda Modeliar in Mercy &c.

And thereupon the said Att

by Gilbert Richetts his Attorney prays the writ of our Lord the King of Fiat 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 Videnauda Moodelliar within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of Six hundred and thirty Six Pagodas and Twenty Five Fanams which the said Appoo Mamadoo Saibadaur Recovered against the said Videnauda Moodelliar for damages which he hath sustained as well on occasion of the Nonperformance of Certain Promises and undertakings made by the said Videnauda Moodelliar to the said Appoo Mamadoo Saibadaur as for Costs and Charges by him about his Suit in that behalf Expended — and it is granted unto him Returnable here on the first day July next —

Writ of Fi. Fa. issued against the Defendant on the 1st. day of June 1809

Second Term 1809

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

Madras to Wit - Soobaroy Iyar and Venkatahistna Iyar Infants sons and Successors to the Estate of Accaraypaukom Rangaviangar deceased by Valengiambaukom Venkatachelah their next friend, put in their place Daniel Neale their Attorney against Sadarangapatnam and Settambala Pandaram in a Plea of Trespass on the case -

Madras to Wit - The said Sadarangapatnam Settambala Pandaram in his proper Person at the Suit of the said Soobaroy Iyar and Venkatahistna Iyar in the Plea aforesaid -

Madras to Wit - Be it Remembered that on the Third Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Soobaroy Iyar and Venkatahistna Iyar Infants sons and Successors to the Estate of Accaraypaukom Rangaviangar deceased by Valengiambaukom Venkatachelah their next friend and by Daniel Neale their Attorney brought into the said Court their certain Plaint against Sadarangapatnam Settambala Pandaram 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 [illegible]

Plaint in Assumpsit filed 20th August 1808 — J.

Madras (to wit) Soobaroy Iyar and Vencatakistna Iyar Infants who are Sons and Successors according to the Laws and Customs of the Hindoos to the Estate which was of the time of his death of Accaraspankoum Rangaviangaur deceased heretofore a Hindoo Native of India and who are admitted by this Court here to prosecute by Valeriampankoum Vencatachelliah as their next Friend in this behalf Complain of Sadarangapatnam Settambala Pandaram a Hindoo Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court For that Whereas heretofore to Wit on the Twenty eighth day of May in the year of Christ One thousand eight Hundred and Five at Madras the said Settambala Pandaram according to the custom of such Hindoos made his certain Instrument in Writing in the Malabar Language purporting to be a Mortgage Bond his proper hand being thereunto subscribed and bearing date the day and Year of Christ aforesaid And then and there delivered the same Instrument in Writing to the said Accanapankoum Rangaviangaur in his life time whereby the said Settambalia Pandaram acknowledged that in consequence of his urgent occasion he had on the day of the date of the same instrument in Writing Mortgaged to the said Accanapankoum Rangaviangaur the Bill of Sale of the house of him the said Settambalia Pandaram situated in the Street of Logayaru between the Houses of Edai Moodu-Chittan and Camaylay and borrowed and received of the

Hundred Star Pagodas Current Money of Madras and so
whereby the said Settamballa Pandaurum did engage to &
repay to the said Accanapauthom Rangaviangar the Sum
Secured on or before the Thirtieth Canietga or Tenth day of
December then next with all such Interest as should or
might become due thereon at the rate of Twelve per cent
per Annum. By means &
customs of such Kindoos the said Settamballa Pandaurum
become liable to pay to the said Accanapauthom Rangavian-
gar the said Sum of Money in the said Instrument in
Writing specified according to the tenor and effect of the said
Instrument in Writing. And being so liable the said
Settamballa Pandaurum in consideration thereof afterwards
to wit on the same Twenty eighth day of May in the year
of Christ aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Accanapauthom
Rangaviangar in his life time to pay him the said Sum
of Money in the said Instrument in Writing specified &
according to the tenor and effect of the said Instrument in
Writing. And Whereas the said Settamballa Pandaurum
afterwards to wit on the Twelfth day of December in the
year of Christ One Thousand Eight hundred and Five
aforesaid at Madras aforesaid was indebted to the said
Accanapauthom Rangaviangaur in his life time in the
Sum of One Thousand Star Pagodas of the lawful current
Money of Madras, for Money by the said Accanapauthom
Rangaviangaur before that time lent and advanced to the
said Settamballa Pandaurum and at

and request. And being so indebted the said Settambalia Pandaram in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Accarapaukam Rangaviangar in his life time to pay him the said last mentioned Sum of Money when he the said Settambalia Pandaram should be thereto afterwards requested. And Whereas the said Settambalia Pandaram afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Accarapaukam Rangaviangar in his life time of and concerning divers other Sums of Money before that time due and owing from the said Settambalia Pandaram to the said Accarapaukam Rangaviangar and then being in arrear and unpaid and upon that accounting the said Settambalia Pandaram was then and there found to be in arrear and indebted to the said Accarapaukam Rangaviangar in the Sum of One thousand Star Pagodas of the like lawful Current money of Madras. And being so found in arrear and indebted the said Settambalia Pandaram in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Accarapaukam Rangaviangar in his life time to pay him the said last mentioned sum of Money when he the said Settambalia Pandaram should be thereto afterwards requested. Yet the said Settambalia Pandaram 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 Accanapauthom Rangaviangar in his life time and the said Soobaroy Iyar and Venkatakrishna Iyar his successors as aforesaid in this behalf did not at any time in life time of the said Accanapauthom Rangaviangar pay And since the death of the said Accanapauthom Rangaviangar hitherto hath not paid the said several Sums of Money or any or either of them or any part thereof Also to do the said Sittambalam Pandaram on the day and year last aforesaid was requested by the said Accanapauthom Rangaviangar in his life time and after the death of the said Accanapauthom Rangaviangar to wit on the Fifteenth day of August in the year of Christ One thousand Eight hundred and Eight and often times afterwards was requested by the said Soobaroy Iyar and Venkatakrishna Iyar successors aforesaid to wit at Madras aforesaid - But to pay the same the said Sittambalam Pandaram hath hitherto wholly refused and he still doth refuse to pay the same to the said Soobaroy Iyar and Venkatakrishna Iyar successors as aforesaid To the damage of the said Soobaroy Iyar and Venkatakrishna Iyar of One thousand Star Pagodas And therefore they bring their Suit &c.

And the said Sadavarigapatam Sittambala Pandaram having come in his own person defended &

Tried Exparte

the wrong and injury when &c

or preclusion of the said Action of the said Soobaroy Iyar and Venkatakrishna Iyar whereby the said Soobaroy Iyar and the Venkatakrishna Iyar remained therein undefended against the said Sadarangapatnam Settambala Pandaram and by reason whereof a day was given to the said Soobaroy Iyar and Venkatakrishna Iyar whereupon they should come before the Court and Verify their said Plaint and Suit—

At which day being the Ninth day of February in the First Term of the Year One thousand Eight Hundred and Nine now last past came the said Soobaroy Iyar and Venkatakrishna Iyar by their next Friend aforesaid and alledged and proved 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 Soobaroy Iyar and Venkatakrishna Iyar and the Depositions of the Witnesses adduced by them in Support thereof Pronounced that the said Sadarangapatnam Settambala Pandaram did undertake and promise to the said Arcanapaukom Rangaviangaer in his lifetime in Manner and form as the said Soobaroy Iyar and Venkatakrishna Iyar have above thereof complained against the said Sadarangapatnam Settambala Pandaram and that the said Soobaroy Iyar and Venkatakrishna Iyar as Sons and Successors to the estate of the said Arcanapaukom Rangaviangaer are entitled to have and maintain their said action in this behalf by reason of the Nonperformance by the said Sadarangapatnam Settambala Pandaram of his several promises and undertakings in the Plaint mentioned.

And now at this day come the said Soobaroy

Second Term 1809–

so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Accaraparkom Rangaviangar in his life time and the said Soobaroy Iyar and Venkatakistna Iyar & successors as aforesaid in this behalf did not at any time in life time of the said Accaraparkom Rangaviangar pay And since the death of the said Accaraparkom Rangaviangar hitherto hath not paid the said Several Sums of Money or any or either of them or any part thereof also to do the said Settambalia Pandaram on the day and year last aforesaid was requested by the said Accaraparkom & Rangaviangar in his life time and after the death of the said Accaraparkom Rangaviangar to wit on the Fifteenth day of August in the year of Christ One thousand Eight hundred and Eight and often times afterwards was requested by the said Soobaroy Iyar and Venkatakistna Iyar successors aforesaid to wit at Madras aforesaid – But to pay the same the said Settambalia Pandaram hath hitherto wholly refused and he still doth refuse to pay the same to the said Soobaroy Iyar and Venkatakistna Iyar successors as aforesaid To the damage of the said Soobaroy Iyar and Venkatakistna Iyar of One thousand Star Pagodas And therefore they bring their Suit &c.

And the said Sadayan[illegible]apatnam Settambala Pandaram having come in his own person defended &c the wrong and injury when &c and

Tried Exparte

or foreclusion of the said Action of the said Soobarey Iyar and
Venkatakrishna Iyar whereby the said Soobarey Iyar and
Venkatakrishna Iyar remained therein undefended against the
said Sadarangapatnam Settambala Pandaram and by
reason whereof a day was given to the said Soobarey Iyar
and Venkatakrishna Iyar whereupon they should come before
the Court and Verify their said Plaint and Suit

At which day being the Ninth day of February
in the First Term of the Year One thousand Eight
Hundred and Nine now last past came the said
Soobarey Iyar and Venkatakrishna Iyar by their next Friend
aforesaid and alledged and proved 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
Soobarey Iyar and Venkatakrishna Iyar and the Depositions of
the Witnesses adduced by them in Support thereof Pronounced
that the said Sadarangapatnam Settambala Pandaram
did undertake and promise to the said Arcanapathom
Rangaviangaru in his lifetime in Manner and form as
the said Soobarey Iyar and Venkatakrishna Iyar have above thereof
Complained against the said Sadarangapatnam Settambala
Pandaram and that the Said Soobarey Iyar and Venkatakrishna
Iyar as Sons and Successors to the estate of the said Arcanapathom
Rangaviangaru are entitled to have and maintain their
action in this behalf by reason of the Nonperformance by the
said Sadarangapatnam Settambala Pandaram of his
Several promises and undertakings in the Plaint mentioned

And upon this day come the said Soobarey

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Second Term 1809

Iyar and Venkatakristna Iyar by their next Friend aforesaid and pray the Judgment of the Court of and upon the premises

Judgment signed for the Plaintiffs the 2d. day of June 1809 - Shaw By Rule

It is therefore Considered and Adjudged that the said Lobanay Iyar and Venkatakristna Iyar Sons and Successors as aforesaid recover against the said Sadavanga- Pattanam Settambala Pandaram for their Damages sustained by reason of the Non performance by the said Sadavangapat- tanam Settambala Pandaram of his said Several promises and undertakings in the Plaint mentioned the Sum of Four hundred and Seventy five Pagodas and Forty two Fanams

And that the said Sadavangapatnam Settambala Pandaram pay unto the said Lobanay Iyar and Venkata- kristna Iyar for their Costs and Charges laid out by them about their Suit in this behalf the Sum of One hundred and Forty eight Pagodas and Six Fanams which damages Costs and Charges Amount to Six hundred and Twenty four Pagodas and Three Fanams. And the said Sadavangapatnam Settambala Pandaram in Mercy &c

mercy

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Second Sessn 1809

Iyan and Venkatakistna Iyan by their next Friend aforesaid and pray the Judgment of the Court of and upon the premises

Judgment signed for the Plaintiffs the 2d. day of June 1809 — Shaw & Pathy

It is therefore considered and adjudged that the said Lobanay Iyan and Venkatakistna Iyan Sons and Successors as aforesaid recover against the said Sadarangapatnam Settambala Pandaram for their Damages sustained by reason of the Non performance by the said Sadarangapatnam Settambala Pandaram of his said Several promises and undertakings in the Plaint mentioned the Sum of Four hundred and Seventy five Pagodas and Forty two Fanams

And that the said Sadarangapatnam Settambala Pandaram pay unto the said Lobanay Iyan and Venkatakistna Iyan for their Costs and Charges laid out by them about their Suit in this behalf the Sum of One hundred and Forty eight Pagodas and six Fanams which damages Costs and Charges Amount to Six hundred and Twenty four Pagodas and Three Fanams. and the said Sadarangapatnam Settambala Pandaram is in Mercy &c.

mercy

# Second Term 1809

Plead before the Honble Sir Thomas Andrew Strange, Knight Chief of Justice - the Honble Sir Henry Gwillim, Knight, and the Honble Sir Benjamin Sullivan Knight, Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand Eight Hundred and Nine. -

Fort St George
Madras ss } Syed Careemoodeen puts in his place Gilbert Richetts his Attorney against Meer Velly in a Plea of Trespass on the Case. -

Fort St George
Madras ss } The said Meer Velly puts in his place Robert Orme his Attorney at the Suit of the said Syed Careemoodeen in the Plea aforesaid. -

Fort St George
Madras ss } Be it Remembered that on the Vacation after the Third Term in the Year One thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Syed Careemoodeen by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Meer Velly in a Plea of Trespass on the Case, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say -

Madras

Second Term 1809.

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Plaint in assumpsit filed 9th September 1808.

Madras to wit Syed Careemoodeen by Gilbert Pickells his Attorney Complains of Meer Velly being a Mahomedan Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the case For that whereas the said Meer Velly heretofore to wit on the First day of September in the Year of Christ. One thousand Eight hundred and Eight at Madras aforesaid was indebted to the said Syed Careemoodeen in the Sum of Three Thousand Star Pagodas Current money of Madras for so much money by the said Meer Velly before that time had and received to the use of the said Syed Careemoodeen and being so indebted he the said Meer Velly in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and to the said Syed Careemoodeen then and there faithfully promised to pay him the said Sum of money when he the said Meer Velly should be thereto afterwards requested. And whereas also the said Meer Velly afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Syed Careemoodeen of and concerning divers other Sums of money before that time due and owing from the said Meer Velly to the said Syed Careemoodeen and then being in arrear and unpaid and upon that accounting the said Meer Velly was then and there found to be in arrear and indebted to the said Syed Careemoodeen in the further Sum of Three Thousand Star Pagodas of like Current money of Madras and being so found in arrear and indebted he the said Meer Velly in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Syed Careemoodeen to pay him

Second Term 1809

Meer Velly should be thereto afterwards requested — Yet the said Meer Velly not regarding his said Several promises and undertakings so by him made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Syed Cawemoodeen in this behalf hath not yet paid the said Several Sums of money or any of them or any part thereof to the said Syed Cawemoodeen although so to do he the said Meer Velly was often requested by the said Syed Cawemoodeen to wit on the same day and year aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Syed Cawemoodeen he the said Meer Velly hath hitherto Wholly refused and still doth refuse To the damage of the said Syed Cawemoodeen of Three Thousand Star Pagodas and therefore he brings Suit &c.

And afterwards

imparlance

to wit in the Vacation after the said Fourth Term of the said Year One thousand Eight hundred and Eight in the said Supreme Court of Judicature at Madras &c until which Term the said Meer Velly had leave to imparl to the said Plaint and then to answer the same came as well the said Syed Cawemoodeen by his said Attorney as the said Meer Velly by his said Attorney — and the said Meer Velly defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said Syed Cawemoodeen hath above thereof complained against him and of this he puts himself upon the Court &c

Plea filed 12th January 1809 J.J.

And the

Carcunnadeen doth the like. —

And Now in this Second Term in the Year of our Lord One Thousand Eight hundred and and Nine that is to say on the Twenty seventh day of March in that year until which day was given as well to the said Syed Carcunnadeen as to the said Meer Velly to inform the Court of the Premises concerning the said parties by their respective Attornies aforesaid and the said Justices having heard the allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides say that the said Meer Velly did undertake and promise in manner and form as the said Syed Carcunnadeen hath above thereof Complained against him and they assess the damages of the said Syed Carcunnadeen on occasion of the non performance of the several Promises and undertakings aforementioned over and above his Costs and Charges by him about his suit in this behalf expended to One Thousand Six hundred and Ten Pagodas and for those Costs and Charges to One hundred and Eighty Six Pagodas and thirty three Fanams. Therefore it is considered that the said Syed Carcunnadeen do recover against the said Meer Velly his said damages

Judgment signed for the Plaintiff the 3d day of June 1809 —

damages Costs and Charges in Form aforesaid assessed which said damages Costs and Charges amount to One Thousand Seven Hundred and Ninety Six Pagodas and Thirty Three Fanams and the said Meen Velly in Mercy &c.

mercy

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PLEAS before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamine Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the year one thousand eight hundred and Nine. —

Madras ss The United Company of Merchants of England trading to the East Indies puts in his place Robert Orme his Attorney against Cheinna Meenalabby Mastry in a Plea of Covenant broken. —

Madras ss The said Cheinna Meenalabby Mastry puts in his place William Light his Attorney at the suit of the said United Company in the Plea aforesaid. —

Madras ss Be it Remembered that as of the Fourth Term in the year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came The United Company of Merchants of England trading to the East Indies by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Cheinna Meenalabby Mastry in a Plea of Covenant broken and there are Pledges for the prosecution To wit John Doe and Richard Roe which said Plaint followeth in these words that is to say

1809

Judgment Roll

Second Term

Section B.

Second Term 1809

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Plaint in Covenant filed 26th January 1809 L.S.

Madras ss. The United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney Complaining of Chinna Meeralabby Mastry an Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court of a Plea of Covenant broken For that Whereas by certain Articles of Agreement indented made executed and entered into the thirtieth day of November in the year one thousand eight hundred and two Between the said United Company by their Agents or Representatives at Fort Saint George on the Coast of Coromandel in the East Indies The Right Honorable Edward Lord Clive Governor and President in Council of the Presidency of Fort Saint George aforesaid Lieutenant General James Stuart Commander in Chief of His Majesty's and the said United Company's forces under the Presidency of Fort Saint George aforesaid and six of the Members of the said Council and William Petrie and Mungo Dick Esquires two others of the Members of the said Council and composing the Government of the said Presidency of Fort Saint George of the one Part and the said Chinna Meenakshy Mastry of the other Part one Part of which said Articles of Agreement Sealed with the Seal of the said Chinna Meera Labby Mastry the said United Company bring here into Court the date whereof is the day and year aforesaid after reciting in the said Articles of Agreement a certain advertisement bearing date the twenty fourth day of April then last past setting forth that Sealed proposals of Contract would be received by the said Government for providing the Clothing of the said United Company's European Troops

thousand eight hundred and two and of the Native Troops of every description for the year One thousand eight hundred and one under the several Conditions and regulations therein mentioned By which Advertisement it is stated that the Accounts of the Contractor should be made up immediately after the Cloathing should have been delivered and should be inspected and settled by a Committee of Officers assembled at Fort Saint George for the Adjustment & Distribution of the Off reckoning Fund, after which the Balance due thereon upon being ascertained and passed by the Military Auditor General should be Adjusted And the Accounts finally closed and further reciting that the said Chinna Meera Labby Mastry in Consequence of the said printed Advertisement did make certain proposals for the provision and delivery of the said Cloathing under the several terms Conditions and Regulations in the said Advertisement set forth which proposals after mature deliberation had thereon have been accepted by the said Governor and Council of Fort Saint George for and on behalf of the said United Company And further reciting as in the said Articles of Agreement mentioned It is by the said Articles of Agreement [illegible] provided and thereby expressly covenanted Agreed and declared by and between the said Parties to these Presents that the Accounts of the said Chinna Meera Labby Mastry as Contractor for Cloathing under and in pursuance of these Presents should be made up stated and Concluded [illegible] after the delivery of the Cloath

and settled by a Committee of Officers assembled at Fort Saint-
George aforesaid for the adjustment and distribution of the
off-reckoning fund and that after the Balance should have
been ascertained and passed by the Military Auditor-
General for the time being of the said United Company at
Fort Saint George aforesaid the same should be paid unto the
said Thomas Wilcox Lobby Master and the Whole of
the Accounts closed and settled And it is by the said Articles
further Covenanted Agreed and declared by and Between the
said Parties to those presents that he the said Thomas Wilcox
Lobby Master should pay or Account to the said United
Company for all such Cloth Hats and Helmets as might be
by him from time to time indented for and received from
out of the Seaport Warehouse of the said United Company as by
the said Articles of Agreement Amongst other things more
fully and at large appears and the said United Company
say that although they and their Governor and Council
of Fort Saint George aforesaid always from the time
of making the said Articles of Agreement hitherto have
well and faithfully performed fulfilled and kept all
and singular the Clauses Covenants Conditions Provisoes
and Agreements in the said Indenture and also in
the said Articles of Agreement mentioned and Contained
and on the Part and behalf of the said United Company
and of their said Governor and Council to be performed

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thousand eight hundred and two and of the Native Troops of every description for the year One thousand eight hundred and one under the several Conditions and Regulations therein mentioned By which Advertisement it is stated that the Accounts of the Contractor should be made up immediately after the Cloathing should have been delivered and should be inspected and settled by a Committee of Officers upon the at Fort Saint George for the Adjustment & Distribution of the Off reckoning Fund, after which the Balance due thereon upon being ascertained and passed by the Military Auditor General should be adjusted And the Accounts finally closed and further reciting that the said Chinna Meera Lobby Mastry in Consequence of the said printed Advertisement did make certain proposals for the provision and delivery of the Cloathing under the several terms Conditions and Regulations in the said Advertisement set forth which proposals after mature deliberation had thereon had been accepted by the said Governor and Council of Fort Saint George for and on behalf of the said United Company And further reciting the Articles of Agreement mentioned It is by the said Articles of Agreement [illegible] provided and thereby expressly covenanted Agreed and declared by and between the said Parties to these Presents that the Accounts of the said Chinna Meera Lobby Mastry as Contractor for Cloathing under and in pursuance of these Presents should be made up stated and Concluded immediately after the delivery of the Cloathing

and settled by a Committee of Officers assembled at Fort Saint-
George aforesaid for the adjustment and distribution of the
off-reckoning fund and that after the Balance should have
been ascertained and passed by the Military Auditor-
General for the time being of the said United Company at
Fort Saint George aforesaid the same should be paid unto the
said Chinna Meera Labby Mastry and the Whole of
the Accounts closed and settled And it is by the said Articles
further Covenanted Agreed and declared by and between the
said Parties to these presents that he the said Chinna Meera
Labby Mastry should pay or Account to the said United
Company for all such cloth Hats and Helmets as might be
by him from time to time indented for and received from
out of the Export Warehouse of the said United Company as by
the said Articles of Agreement Amongst other things more
fully and at large appears and the said United Company
say that although they and their Governor and Council
of Fort Saint George aforesaid always from the time
of making the said Articles of Agreement hitherto have
well and faithfully performed fulfilled and kept all
and singular the Clauses Covenants Conditions Provisoes
and Agreements in the said Advertisement and also in
the said Articles of Agreement mentioned and Contained
and on the Part and behalf of the said United Company
and of their said Governor and Council to be performed

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Second Term 1809

Further in fact say That the Accounts rendered by the said Chinna Meena Labby Mastry Concerning the Contracts in the said Articles of Agreement mentioned were afterwards to wit on the second day of January in the Year one thousand eight hundred and Nine at Madras aforesaid inspected and settled by a Committee of Officers assembled at Fort Saint George for the Adjustment and distribution of the Off-reckoning fund, According to the terms and Conditions in the said Articles of Agreement Contained and the Balance of such Account was thereupon then and there ascertained and passed by the Military Auditor General for the time being of the said United Company at Fort Saint George According to the said Covenants and Conditions in the said Articles mentioned And that there was then and there found to be and now is due and owing from the said Chinna Meena Labby Mastry to the said United Company on the Balance of the said Account under the said Articles of Agreement the Sum of Sixteen thousand three hundred and Sixteen Star Pagodas forty fanams and twenty eight Cash whereof the said Chinna Meena Labby Mastry then and there might According to his Covenant aforesaid in that behalf to have Adjusted and paid but hath hitherto wholly refused so to

United Company contrary to the form and effect of the said Articles of Agreement And of the said Proviso and Covenants in that behalf made as aforesaid And to the said United Company say that the said Chinna Meera Labby Mastry (although often requested) hath not kept with the said United Company his Proviso & Covenants aforesaid in manner aforesaid but hath broken the same and hath hitherto Wholly refused and still refuses to keep the same with the said United Company Where upon the said United Company say they are injured & have sustained Damage to the value of Thirty thousand Star Pagodas and therefore they bring Suit &c.

And afterwards, that is to say on the fifth day of April in the Vacation of the first Term in the Year One thousand Eight hundred and Nine untill which Term the said Chinna Meera Labby Mastry had leave to imparl to the said Plaint and then to Answer the same came as well the said United Company by his said Attorney as the said Chinna Meera Labby Mastry by his said Attorney And the said Chinna Meera Labby Mastry Defends the wrong and injury when &c and says that he does not owe to the said United Company of Merchants of England trading to the East Indies the said

imparlance

Plea filed 5th April 1809 S.

or any part thereof in manner and form as the said United Company of Merchants of England trading to the East Indies have above thereof complained against him and of this he puts himself upon the Court &c.

Spne Joined

And the said United Company do the like. —

And now in this Second Term in the Year one thousand eight hundred and nine 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 Chinna Meera Labby Maistry to inform the Court of the sd premises At which Day came the Parties aforesaid by their said Attornies and the Justices of the said Ct Court having heard the respective Allegations of the sd Parties and examined the truth thereof and duly and sd deliberately considered the evidence on both sides doth sd that the said Chinna Meera Labby Maistry Debt sd owe to the said United Company the above mentioned Sum of Sixteen thousand three hundred and sixteen Star Pagodas forty fanams and Twenty eight Cash in manner and form as the said United Company have above in that behalf alledged And they ask for the Damages of the said United Company on occasion of the detaining

them about their Suit in this behalf expended, to one thousand six hundred and thirty one Pagodas and Thirty three fanams and for those Costs and Charges to one hundred and Twenty Six Pagodas and Ten fanams Wherefore it is Considered that the said United Company do recover &c

Judgment Signed for the Plaintiffs the 5th day of June 1809 - I Shaw Dy Prothy

against the said Chinna Meera Labby Maistry their Debt Damages and Costs and Charges aforesaid in form aforesaid which said Debt Damages Costs and Charges in the whole Amount to eighteen thousand and Seventy four Pagodas Thirty eight fanams and Seventy eight Cas and the said Chinna Meera Labby Maistry in &c

Mercy Mercy &c. -

or any part thereof in manner and form as the said United Company of Merchants of England trading to the East Indies have above thereof complained against him and of this he puts himself upon the Court &c.

Same Joined

And the said United Company do the like.

And now in this Second Term in the Year One thousand eight hundred and nine 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 Chinna Meena Labby Maistry 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 are to the said United Company the above mentioned Sum of Sixteen Thousand Three hundred and Sixteen Star Pagodas forty fanams and Twenty eight Cash in manner and form as the said United Company have above in that behalf alledged And they assess the Damages of the said United Company on occasion of the

thereon about their Suit in this behalf expended, to one thousand
six hundred and thirty one Pagodas and Thirty three
fanams and for those Costs and Charges to one hundred
and Twenty Six Pagodas and Ten fanams Therefore it
is Considered that the said United Company do recover
against the said Chinna Meera Labby Maistry there
Debt Damages and Costs and Charges aforesaid in form
aforesaid which said Debt Damages Costs and Charges
in the whole Amount to eighteen thousand and Seventy
four Pagodas Sixty eight fanams and Twenty eight Rd.
and the said Chinna Meera Labby Maistry in
Mercy &c. —

Judgment Signed for the Plaintiffs the 5th day of June 1809 — I Shaw D/Prothy

Mercy

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

Fort Saint George } John Doe on the demise of Mootoopermal Moodeliar,
Madras } Tyagra Moodeliar, Chinna Anna Moodeliar Vadamaliay
Moodeliar, Venkatasha Moodeliar, Lenigapah Moodeliar &
Mootoreby Moodeliar, Madoobrishna Moodeliar, Soobaranany
Moodeliar Mootoosamy Moodeliar and Iyah Moodeliar &
c puts in his place William Light his Attorney against
Annachella Chitty in a Plea of Trespass and Ejectment -

Fort Saint George } The said Annachella Chitty puts in his place Gilbert
Madras } Richetts his Attorney at the Suit of the said John Doe -
in the Plea aforesaid -

Fort Saint George } Be it Remembered that in the Fourth Term in the
Madras } year one Thousand eight hundred and Six before the Supreme
Court of Judicature at Madras came John Doe by William Light
his Attorney and brought into the said Court then there his -
certain Plaint against Annachella Chitty in a Plea of
Trespass and Ejectment and there are Pledges for the prosecution to
wit John Doen and Richard Fenn which said Plaint follows in these words that is to say

Fort Saint George

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Martin Gedeyon } Fort Saint George Madras. John Doe by William
filed 16th Sept. 1806 } Light his Attorney Complains of Arnachella Chitty
being an Inhabitant of Madras and as such a person
liable to the Jurisdiction of this Honorable Court For that
Whereas Mootoperrmal Moodelian, Tesspa Moodelian,
Chinna Anna Moodelian Vadamaliapah Moodelian,
Venkatadra Moodelian, Singapah Moodelian, Mootooby
Moodelian, Mootoo Kistna Moodelian Sobanamony
Moodelian, Mootoo Sawmy Moodelian, and Ignah Moodelian,
heretofore to wit on the First day of August in the Year
One thousand eight Hundred and Six at Madras
aforesaid had granted and to farm let unto the said
John Doe Five Villages, Five Pagodas Five Messuages, Five hundred
dwelling houses, Five hundred Shops Five hundred
Out houses, Five hundred Stables, Five hundred Godowns,
Five hundred Bungalows, Five hundred Gallpans, Five
hundred Gardens, Ten Thousand Cawnies of Arable
Land Ten Thousand Cawnies of Pasture, Ten Thousand
Cawnies of Paddy fields, Ten Thousand Cawnies of Land
covered with Water, Ten Thousand Cawnies of Land
ground with the appurtenances thereunto belonging
situate lying and being

Limits of Madras to have and to hold the said Tenements
with the appurtenances to the said John Doe and
his Assigns from the said First day of August —
in the year aforesaid for and during and unto the —
full end and Term of Ten Years from thence next —
ensuing and fully to be Complete and ended by virtue of
which said demise the said John Doe entered into the
said premises with the Appurtenances and was &c
possessed thereof until the said Annabella Chitty &c
afterwards to wit on the Second day of the said Month
of August in the Year aforesaid with force and arms
&c. entered into the premises aforesaid with the &c
appurtenances out the possession of the said John Doe
and them and there Ejected drove out and Removed the
said John Doe from his said Farm his said Term
therein not being yet ended and from the said John
Doe so ejected drove out and Removed doth keep
out and still doth keep out from his possession and
other injuries to from the said John Doe then and
there did against the peace of our Lord the King
and to the Damage of the said John Doe of One
Pagodas and therefore he brings his suit &c

Second Term 1809

Term of the said Year One Thousand eight hundred and Six the said Annachella Chitty by Gilbert Ricketts his Attorney comes and defends the force and injury when &c and says that he is not Guilty of the Trespass and Ejectment above laid to his charge in manner and form as the said John Doe hath above thereof complained against him and of this he puts himself upon the Court &c.

And the said John Doe likewise doth the like.

And now in this Second Term in the Year of our Lord One Thousand Eight hundred and Nine that is to say on the Fifth day of April in that Year until which day was given as well to the said John as to the said Annachella Chitty to inform the Court of the premises came the said parties by their respective Attornies aforesaid and the said Justices having heard the allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides agreed among themselves upon the Verdict to be given and upon the premises upon which the said Jahn being solemnly

Judgment signed for the Defendant the 8.th day of June 1809 —

Plaint against the said Arnachella Chitty — Wherefore it is considered that the said John take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &.c and that the said Arnachella Chitty go thereof without day — And it is further considered by the Court here that the said Arnachella Chitty do recover against the said John the Sum of Six hundred and fifty Eight Pagodas and Six Fanams for his Costs and Charges by him laid out about his defence in this behalf by the Court now here adjudged to the said Arnachella Chitty and with his assent and that the said Arnachella Chitty have Execution &.c —

Execution

Second Term 1809

Second Term 1809.

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Pleas before the Hon^ble Sir
Thomas Andrew Strange Knight
Chief Justice and the Hon^ble Sir
Benjamin Sullivan Knight Puisne
Justice of His Majesty's Supreme
Court of Judicature at Madras of
the Second Term in the Year
one thousand eight hundred &
and nine. –

Fort St George Madras } Rungayanaicoolo and Ramanadanny put in their place Fownes Disney their Attorney against }
Tolasy Unnanah the widow and personal Representative
of Codecalapoody Pattauby Ramanadanny deceased &
in a Plea of Trespass on the Case –

Fort St George Madras } The said Tolasy Unnanah the widow and personal
representative of Codecalapoody Pattauby Ramanadanny
deceased personal Representatives as aforesaid put
in their place William Light her Attorney at the
Suit of the said Rungayanaicoolo and Ramana-
danny in the Plea aforesaid. –

Fort St George Madras } Be it Remembered that as of the Fourth Term in
the year one thousand eight hundred and eight before the
Supreme Court of Judicature at Madras came Rungayanai-
coolo and Ramanadanny by Fownes Disney his Attorney and
brought into the said Court then there their certain Plaint
against Tolasy Unnanah the Widow and personal Representa-
tive aforesaid in a Plea of Trespass on the Case and there

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Fort St. George Madras ss Ranganya Naicoolo and
Plaint in Chancery filed 16th January 1809 Rawmasawmy of Madras Inhabitants by Forrnes &
J.S. Disney their Attorney complain of Tolasy Ummah
the Widow and Personal Representative of Coderala-
poody Pattamby Rawmasawmy deceased according to the
laws and customs of the Hindoo Natives of India being
an Hindoo Inhabitant of Madras and as such a person
subject to the jurisdiction of this Honorable Court For
that Whereas the said Coderalapoody Pattamby Rawma-
sawmy deceased in his life time heretofore to wit on the
third day of August in the Year one thousand eight
hundred and three at Madras aforesaid made his certain
Note in writing in the Gentoo Language according to the
laws and customs of the Hindoo Natives of India his
own proper hand being thereunto set and subscribed
bearing date the same day and Year aforesaid, and then
and there delivered the said Note to the said Ranga-
nyanaicoolo and Rawmasawmy by which said Note he
the said Coderalapoody Pattamby Rawmasawmy acknow-
ledged to have borrowed and received of the said Rangya-
naicoolo and Rawmasawmy the sum of six hundred
and ninety one and three quarter Star Pagodas of current

Money of Madras which sum, he the said Coderalapoody
Pattaby Raunnadawmy did thereby engage to repay to the
said Rangayanaicooloo and Raunnadawmy in three Jo
Months with all such interest as should or might Jo
become due thereon at the rate of twelve per cent per Jo
annum. By reason whereof and according to the laws
and customs of such Hindoo Natives of India, he the
said Coderalapoody Pattaby Raunnadawmy then and
there become liable to pay to the said Rangayanaicoolo
and Raunnadawmy the said Sum of Money in the
said Note contained, according to the tenor and effect of
the said Note and being so liable, he the said Coderal-
apoody Pattaby Raunnadawmy 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 Jo
Rangayanaicoolo and Raunnadawmy to pay them
the said Sum of Money in the aforesaid Note contained,
according to the tenor and effect of the said Note. And Whereas
also the said Coderalapoody Pattaby Raunnadawmy in
his life time afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid was indebted to the
said Rangayanaicoolo and Raunnadawmy in other

One thousand Star pagodas of Current Money of Madras aforesaid for so much money by the said Rangayanaicaaloo and Rauma-sawmy before that time lent and advanced to the said Codecalapoody Pattanby Raumasawmy in his life time and at his Special instance and request.— and being so indebted he the said Codecalapoody Pattanby Raumasawmy 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 Rangayanaicaaloo and Raumasawmy to pay them the said last mentioned sum of money when he should be thereunto afterwards requested. And Whereas also the said Codecalapoody Pattanby Raumasawmy in his life time afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Rangayanaicaaloo and Rauma-sawmy in other one thousand Star pagodas of like lawful money of madras aforesaid for so much money by the said Codecalapoody Pattanby Raumasawmy in his life time before that time had and received to and for the use of the said Rangayanaicaaloo and Raumasawmy and being so indebted, he the said Codecalapoody Pattanby Rauma-sawmy in his life time in consideration thereof afte-

Madras aforesaid undertook and then and there faithfully &c
promised the said Rangayanaicoolo and Raunnasawmy &c
to pay them the said last mentioned Sum of Money when
he should be thereunto afterwards requested And Whereas
also the said Codecalapoody Pattauby Raunnasawmy in his
life time afterwards to wit on the same day and year &c
last aforesaid at Madras aforesaid accounted together with
the said Rangayanaicoolo and Raunnasawmy of and &c
concerning divers other sums of money before that time &c
due and owing from the said Codecalapoody Pattauby &c
Raunnasawmy to the said Rangayanaicoolo and Raunna-
sawmy and then and there being in arrear and unpaid
and upon that account the said Codecalapoody Pattauby &c
Raunnasawmy was then and there found in arrear
and indebted to the said Rangayanaicoolo and Raunna-
sawmy in other one thousand Star pagodas of like &c
lawful Money of Madras aforesaid and being so found in
arrear and indebted he the said Codecalapoody Pattauby &c
Raunnasawmy in his life time in consideration &c
thereof afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said Rangayanaicoolo and Raunna-
sawmy to pay them the said last mentioned Sum

requested Yet the said Codecalapody Pattenby Rawna-
-sawmy in his life time and the said Tolasy Ummah
personal Representative as aforesaid since his decease
not regarding the said several promises and under-
-takings in manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilely to
deceive and defraud the said Rangayanaicoolo and Rawna
-sawmy in this particular the said Codecalapody Pattenby
Rawnasawmy in his life time and the said Tolasy
Ummah his personal Representative as aforesaid since
his decease hath not yet paid the said several Sums of
money or any part thereof to the said Rangayanaicoolo and
Rawnasawmy although so to do he the said Codeca-
-lapody Pattenby Rawnasawmy in his life time and the
said Tolasy Ummah as such personal Representative as
aforesaid since his decease many times requested but to pay
the same or any part thereof he the said Codecalapody Rawna-
-sawmy in his life time and the said Tolasy Ummah
as such personal Representative as aforesaid since his decease
hath wholly refused and the said Tolasy Ummah as-
-such personal Representative as aforesaid still refused so
to do to the said Rangayanaicoolo and Rawnasawmy to
their damage of one thousand five hundred Star
Pagodas

Jragedas and Therefore they bring their suit &c.

And afterwards that is to say in the first Term
in the Year One Thousand Eight hundred and Nine in
imparlance the said Supreme Court of Judicature at Madras untill
which Term the said Tolasy Ummah as the widow and
personal Representative of Coderalapoody Pattasby Ramma-
=swamy deceased had leave to impare to the said Plaint
and then to Answer the same came as well the said
Rungayanaicoolo and Ramasawmy by their said
Attorney as the said Tolasy Ummah by his said Attorney
And the said Tolasy Ummah defends the wrong and
Plea filed injury when &c and says that the said Coderalapoody
21st February Pattasby Ramasawmy deceased in his life time did
1809 J.J. not undertake and promise in manner and form as
the said Rungayanaicoolo and Ramasawmy have
above thereof Complained against him this &c
puts herself upon the Court &c.

And the said Rungayanaicoolo and Rama
Issue joined =swamy by Fawned Disney their Attorney doth the like
And afterwards that is to say on the thirteenth
day of March in the Second Term of the same Year
One Thousand eight hundred and nine untill which
day was given as well to the said Rangaya Naicoolo
and Ramasawmy as to the said Tolasy Ummah to
inform

informm the Court of the premises, at which day come before the Court as well the said Rangaya Naicoloo and Ramma- -sawmy by their Attorney aforesaid as the said Tolasy & Unnamah by her Attorney aforesaid. And the Justices of the said Court having heard the Allegations of the said parties and examined the truth thereof and duly and deliberately considered the evidence produced on both sides as to the issue joined between the parties say that the said Coderalapody Pattauby Rammasawmy did in his life time undertake and promise in manner and form as the said Rangaya Naicoloo and Rammasawmy have in their said Plaint in that behalf therein alledged - and the Justices aforesaid assess the damages of the said Rangaya Naicoloo and Rammasawmy on occasion of the premises besides their costs and charges by them about their suit in this behalf expended to One thousand one hundred and Sixty four pagodas thirty nine fanams and Sixty eight Cash. and for those costs and charges to Three hundred and three pagodas Therefore it is considered by the Court here that the said Rangaya Naicoloo and Rammasawmy do recover against the said Tolasy Unnamah as such personal Representa- -tive as aforesaid their damages aforesaid so as aforesaid assessed and also their said costs and charges so as afore- -said awarded by the Court here adjudged to the said Rangaya

Judgment signed for the Plaintiffs the 19th day of June 1809 - J Shaw Dy Pothy

Naicoloo and Raumasawmy and with their apparel &c
which said damages costs and charges amount in the
whole to the sum of One thousand four hundred and
sixty seven pagodas thirty nine fanams and sixty
eight cash to be levied of the Goods and Chattels which
were of the said Codecalapoody Pattauby Raumasawmy
at the time of his death in the hands of the said Tolasy
Ummah as personal Representative as aforesaid to be
administered if she hath so much thereof in her hands to be administered
and if she hath not so much thereof in
her hands to be administered then the said Sum of
Three hundred and three pagodas parcel of the &c
damages aforesaid being for the costs and charges afore-
said to be levied of the proper Goods and Chattels of the
said Tolasy Ummah And the said Tolasy Ummah
in Mercy &c
Raumasawmy by Fonseca Dissey their Attorney pray the Writ
of our Lord the King of Fieri Facias to be directed to the
Sheriff of Madras to cause him to levy and make of the
Houses, Lands, Debts and other Effects Real and Personal which
were of the said Codecalapoody Pattauby Raumasawmy deceased
at the time of his death in the hands of the said Tolasy Ummah
the Widow and Personal Representative of the said Codecala-
poody Pattauby Raumasawmy deceased to be administered
within the Jurisdiction of the Supreme Court of Judicature
at Madras aforesaid by Seizure, and if it be Necessary by
Sale thereof the Sum of One thousand four hundred and Sixty

Seven

Seven Pagodas thirty Nine fanams and Sixty Eight Cash which the said Rangaya Naicoolo and Ramnadawmy recovered against the said Tolasy Ummah as the widow and personal Representative as aforesaid for their damages which they had sustained as well on Occasion of the Not performing certain promises and undertakings made by the said Coderalapoody Pattamby Ramnadawmy in his life time to the said Rangaya Naicoolo and Ramnadawmy as for their Costs and Charges by them about their suit in that behalf Expended, if the said Tolasy Ummah hath enough thereof in her hands to be administered, and if she hath not enough in her hands to be administered then the sum of Three hundred and three Pagodas parcel of the damages aforesaid, being for the Costs and Charges aforesaid, to be Levied of the proper Goods and Chattels of the said Tolasy Ummah - and it is granted unto them Returnable here on the Nineteenth day of July Next -

Writ of Fi. Fa. issued on the 19th day of June 1809 -

Book 14

Second Term 1809 — 304

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

Fort St George Madras — Maumbalum Rungayanaicoola Naidoo puts in his place Fownes Disney his Attorney against Tolasy Ummah widow and personal Representative of Codecalapoody Pattauby Raumasawmy deceased in a plea of Trespass. —

Fort St George Madras — The said Tolasy Ummah widow and personal representative aforesaid put in her place William Leight her Attorney at the Suit of the said Maumbalum Rungaya naicoola Naidoo in the Plea aforesaid. —

Fort St George Madras — Be it Remembered that as of the Fourth Term in the year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Maumbalum Rungayanaicoola Naidoo by Fownes Disney his Attorney and brought into the said Court then there his certain Plaint against Tolasy Ummah widow and personal representatives aforesaid in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Second Term 1809

Plaint in a Sumpsit filed 16th January 1809

Fort St. George Madras ss Maumbalum Rangaya Naicoola Naidoo of Madras Inhabitant by Fownes Disney his attorney complains of Tolasy Ummah the Widow and personal Representative of Codecalapoody Pattauby Raumma-sawmy deceased according to the laws and customs of the Hendoo Natives of India being an Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honorable Court. For that whereas the said Codecalapoody Pattaby Raumasawmy deceased in his life time heretofore to wit on the Twenty eighth day of June in the Year One thousand eight hundred and one at Madras aforesaid made his certain Note in writing in the Gentoo language according to the laws and customs of such Hindoo Natives of India his own proper hand being thereunto set and subscribed bearing date the same day and Year aforesaid, and then and there delivered the said Note to the said Maumbalum Rangayanaicoola Naidoo, by which said Note, he the said Codecalapoody Pattauby Raumasawmy acknowledges to have borrowed and received of the said Maumbalum Rangaya Naicoola Naidoo the sum of One thousand Star Pagodas of Current Money of Madras, which Sum, he the said Codecalapoody Pattauby Raumasawmy did thereby engage to repay to the said Maumbalum Rangaya naicoola Naidoo in

become due thereon at the rate of Nine per Cent per
Annum. By reason whereof and according to the laws and
customs of such Hindoo Natives of India, he the said
Codecalaspoody Pattaby Rawnadawmy then and there became
liable to pay to the said Maumbalum Rangayanaicoolo Naidoo
the said Sum of money in the said Note contained,
according to the tenor and effect of the said Note. and being
so liable he the said Codecalaspoody Pattaby Rawnadawmy
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 Maumbalum Rangayanaicoola Naidoo to pay
him the said Sum of money in the aforesaid Note
contained, according to the tenor and effect of the said
Note. And Whereas also the said Codecalaspoody
Pattaby Rawnadawmy in his life time afterwards
to wit on the same day and Year last aforesaid at
Madras aforesaid was indebted to the said Maumba-
lum Rangayanaicoola Naidoo in other one thousand
and five hundred Star pagodas of Current Money
of Madras aforesaid for so much money by the said
Maumbalum Rangayanaicoola Naidoo before that time
lent and advanced to the said Codecalaspoody Pattaby

Second Term 1809.

Raunnadarumy in his life time and at his Special
instance and request and being so indebted, he the said
Codecalapoody Pattauby Raunnadarumy in his life time
in consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid he
undertook and then and there faithfully promised the
said Maumbalum Rangayanaicoola Naidoo to pay
him the said last mentioned Sum of Money when
he should be thereunto afterwards requested And
Whereas also the said Codecalapoody Pattauby Raunna-
darumy in his life time afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid
was indebted to the said Maumbalum Rangayanaicoola
Naidoo in other One thousand five hundred Star pagodas
of like lawful Money of Madras aforesaid for so much
money by the said Codecalapoody Pattauby Raunnadarumy
in his life time before that time had and received to and
for the use of the said Maumbalum Rangayanaicoola
Naidoo and being so indebted he the said Codecalapoody
Pattauby Raunnadarumy 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

Rangayanaicoola Naidoo to pay him the said last
mentioned Sum of money when he should be
thereunto afterwards requested.- And Whereas also
the said Codecalapoody Pattanby Raamnadarony in his
life time afterwards to wit on the same day and year last
aforesaid at Madras aforesaid accounted together with the
said Maumbalum Rangayanaicoola Naidoo of and
concerning divers other Sums of Money before that time
due and owing from the said Codecalapoody Pattanby
Raamnadarony to the said Maumbalum Rangayanai-
coola and then and there being in arrear and unpaid,
and upon that account, the said Codecalapoody
Pattanby Raamnadarony was then and there found
in arrear and indebted to the said Maumbalum Rangaya-
naicoola Naidoo in other one thousand five hundred Star
Pagodas of like lawful money of Madras aforesaid and
being so found in arrear and indebted, he the said
Codecalapoody Pattanby Raamnadarony in his life time
in consideration thereof afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid under-
took and then and there faithfully promised the said
Maumbalum Rangayanaicoola Naidoo to pay him
the said last mentioned Sum of money when he

Second Term 1809

said Codecalapoody Pattanby Raunnadawny in his life time and the said Tolasy Unnmah personal Representative as aforesaid since his decease did regarding the said several promises and undertakings in manner and form aforesaid made, but contriving and fraudulently intending craftily and subtilely to deceive and defraud the said Naumbalum Rangayanaicoola Naidoo in this particular, the said Codecalapoody Pattanby Raunnadawny in his life time, and the said Tolasy Unnmah his personal Representative as aforesaid since his decease hath not yet paid the said several sums of money or any part thereof to the said Naumbalum Rangayanaicoola Naidoo although so to do, he the said Codecalapoody Pattanby Raunnadawny in his life time, and the said Tolasy Unnmah as such personal representative as aforesaid since his decease requested, but to pay the same or any part thereof he the said Codecalapoody Pattanby Raunnadawny in his or life time and the said Tolasy Unnmah as such personal representative as aforesaid since his decease hath wholly refused and the said Tolasy Unnmah as such personal representative as aforesaid still refuses so to do, to the said Naumbalum Ran

Second Term 1809.

Therefore he brings his suit &c.

And afterwards that is to say in the first Term
imparlance
of the Year One Thousand Eight hundred and Nine in the
said Supreme Court of Judicature at Madras until which
Term the said Tolasy Ummah as the Widow and personal
Representative of the said Codecalapoody Pattauby Rauma-
=Sawmy deceased had leave to impare to the said Plaint
and then to Answer the same came as well the said De-
=Maumbalum Rungaya Naicoola Naidoo by his said At-
=torney as the said Tolasy Ummah by her said Attorney
and the said Tolasy Ummah defends the wrong and injury
Plea filed 21st February 1809 - J.S.
when &c and says that the said Codecalapoody Pattauby
Ramnadawmy deceased in his life time did not De-
=undertake and Promise in manner and form as the
said Maumbalum Rangayanaicooloo Naidoo hath De-
=above thereof Complained against her and of this she
puts herself upon the Court &c.

And the said Maumbalum Rungaya Naicoola
Issue Joined
Naidoo by Thomas Disney his Attorney doth the like.

And afterwards that is to say on the thirtieth
day of March in the Second Term of the same Year
One Thousand eight hundred and nine until which
day was given as well to the said Maumbalum De-

to inform the Court of the premises at which day Come before the Court as well the said Maumbaleum & Rungaya Naicoola Naidoo by his Attorney aforesaid as the said Solasy Ummah by her Attorney aforesaid And the Justices of the said Court having heard the Allegations of the said parties and examined the truth thereof and duly and deliberately considered the evidence produced on both sides as to the issue joined between the parties say that the said Codecalispody Pattanby Rammadarrey did in his life time undertake and promise in manner and form as the said Maumbaleum Rungaya Naicoola Naidoo hath in his said Plaint in that behalf therein alledged And the Justices aforesaid assess the damages of the said Maumbaleum Rungaya Naicoola Naidoo on occasion of the premises besides his costs and Charges by him about his Suit in this behalf expended to One thousand seven hundred and eleven pagodas, twenty seven fanams and fifty nine Cash and for those costs and charges to three hundred and five pagodas and thirty eight fanams — Therefore it is Considered by the Court here, that the said Maumbaleum Rungaya Naicoola Naidoo do recover against the said Solasy Ummah as such

Judgment signed for the Plaintiff the 19: day of June 1809 —

Representative as aforesaid his damages aforesaid so as aforesaid assessed, and also his said costs and charges so as aforesaid awarded by the Court here adjudged to the said Maumbaluem Rungaya Naicoola Naidoo and with his assent which said damages costs and charges amount in the Whole to the Sum of Two thousand and Seventeen pagodas, twenty Fanams and fifty nine Cash to be Levied of the Goods and Chattels which were of the said Codecalapoody Pattamby Rammasawmy at the time of his death in the hands of the said Tolasy Ummah as Personal Representative as aforesaid to be administered if she hath so much thereof in her hands to be administered, and if she hath not so much thereof in her hands to be administered, then the said Sum of Three hundred and five pagodas and thirty eight Fanams parcel of the damages aforesaid being for the costs and charges aforesaid to be Levied of the proper Goods and Chattels of the said Tolasy Ummah and the said Tolasy Ummah in mercy &c.

And thereupon the said Maumbaluem Rangaya Naicoola Naidoo by Thomas Disney his Attorney prays the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects Real and Personal which were of the said Codecalapoody Pattamby Rammasawmy deceased at the time of his death in the hands of the said Tolasy Ummah the Widow and Personal Representatives of

the said Codecalapoody Pattauby Raumadauny deceased to be Administered within the Jurisdiction of the Supreme Court of Judicature at Madras aforesaid by Seizure, and if it be Necessary by Sale thereof the Sum of Two Thousand and Seventeen Pagodas twenty Fanams and fifty Nine Cash which the said Maunbalum Rangaya Naicoola Naidoo recovered against the said Solary Vannoch as the Widow and Personal Representative as aforesaid for his damages which he had sustained as well on Occasion of the Not performing certain promises and undertakings made by the said Codecalapoody Pattauby Raumadauny in his life time to the said Maunbalum Rangaya Naicola Naidoo, as for his Costs and Charges by him about his suit in that behalf expended, if the said Solary Vannoch hath so much thereof in her hands to be administered, and if she hath not so much in her hands to be administered then the Sum of Three hundred and five Pagodas and thirty Eight Fanams Parcel of the said damages aforesaid being for the Costs and Charges aforesaid, to be levied of the proper Goods and Chattels of the said Solary Vannoch and it is granted unto him Returnable here on the Nineteenth day of July Next.—

Writ of Fi Fa issued on the 19th day of June 1809.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice — and the Honble Sir Benjamin Sulivan Knight &c Puisne Justice of His Majestys &c Supreme Court of Judicature &c at Madras of the Second Term in the Year one thousand eight hundred and Nine. —

Madras Ss — William Harington Henry Burnaby and Henry Hawes Harington who have survived Alexander Cochlan, put in their place Robert Orme their Attorney against &c James Waddel and William Bruce Jack in a plea &c of Debt. —

Madras Ss — The said James Waddel and William Bruce Jack put in their place William Light their Attorney at the Suit of the said William Harington Henry Burnaby and Henry Hawes Harington in the Plea aforesaid —

Madras Ss — Be it Remembered that as of the first Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came William Harington, Henry Burnaby and Henry Hawes Harington by Robert Orme their Attorney and brought into the said Court then there their Certain Plaint against James Waddel and William Bruce Jack 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 1809

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Plaint in Debt filed 14th March 1809 Y

Madras ss William Harington Henry Burnaby and Henry Hawes Harington who have survived Alexander Cockburn by Robert Orme their Attorney Complain of James Waddel and William Bruce Jack being British Subjects and as such subject to the Jurisdiction of this Honorable Court of a Plea that they render to them the said William Harington Henry Burnaby and Henry Hawes Harington Twenty Thousand Star Pagodas of the Current money of Madras which they the said James Waddel and William Bruce Jack owe to & unjustly detain from them For that Whereas the said James Waddel and William Bruce Jack together with one John Stevens deceased whom the said James Waddel & and William Bruce Jack have survived heretofore to wit on the twenty fifth day of July in the year One thousand eight hundred and Seven at Madras aforesaid by their certain writing Obligatory sealed with the seals of the said James Waddel John Stevens and William Bruce Jack and to the Court now here shewn the date whereof is on the day and Year aforesaid acknowledged themselves to be & held and firmly bound unto the said William Harington Henry Burnaby Henry Hawes Harington and Alexander Cockburn by their Copartnership name stile and firm of Messieurs Harington and Company in the penal & Sum of Twenty Thousand Star Pagodas

Harington and Alexander Cockburn whereas they the said James Waddel John Stevens and William &c Bruce Jack should be thereunto afterwards &c requested - Yet the said James Waddel John &c Stevens and William Bruce Jack in the life time of the said John Stevens and the said James Waddel and William Bruce Jack since the death of the &c said John Stevens (although often requested &c) have not nor hath any or either of them paid the said Sum of twenty thousand Star Pagodas above demanded or any part thereof to the said William Harington Henry Burnaby Henry Harvey Harington and Alexander Cockburn during the life time of the said Alexander Cockburn or to the said William Harington Henry Burnaby and Henry Harvey Harington since the death of the said Alexander Cockburn But to pay the same or any part thereof to the said William Harington Henry Burnaby Henry Harvey Harington and Alexander Cockburn or in the life time of the said Alexander Cockburn or to the said William Harington Henry Burnaby and Henry Harvey Harington since the death of the said Alexander Cockburn they the said James Waddel John Stevens and William Bruce Jack in the life time of the said John Stevens and the said James Waddel and William Bruce Jack since the death of the said John Stevens have and each

Second Term 1809.

of them hath hitherto wholly refused and the said James Waddel and William Bruce Jack still do and each of them still doth refuse To the said William Harington Henry Burnaby and Henry Hawes Harington their Damage of One hundred Pagodas and therefore &c they bring Suit &c.—

imparlance

And afterwards that is to say in the second Term of the said Year One Thousand Eight hundred and Nine in the said Supreme Court of Judicature at Madras until which Term the said James Waddel and William Bruce Jack had leave to imparl to the said Plaint and then to answer the same came as well the said William Harington Henry Burnaby and Henry Hawes Harington by their said Attorney as the said James Waddel and William Bruce Jack by their said Attorney— And the said James Waddel and William Bruce defend the

New filed 3d April 1809 J.

wrong and injury when &c and say that the said Writing Obligatory in the said Declaration mentioned is not— their Deed in manner and form as the said William Harington Henry Burnably and Henry Hawes Harington who have survive Alexander Lockburn— have above thereof Complained against them and of this they put themselves upon the Court &c— And the said William Harington Henry Burnaby and Henry Hawes Harington do the like.—

And now on this Second

one Thousand eight hundred and nine that is to
day on the Tenth day of April to which Day was
given as well to the said William Harington Henry
Burnaby and Henry Hawes Harington as to the said
James Waddel and William Bruce Jack to inform
the Court of the Premises at which day came the
Parties aforesaid by their said Attornies and the
Justices of the said Court having heard the respective
allegations of the Parties and examined the truth
thereof and duly and deliberately considered the Evidence
on both sides, say, that the said Writing Obligatory in
the Plaint mentioned is the Deed of the said
James Waddel and William Bruce Jack as the
said William Harington, Henry Burnaby and
Henry Hawes Harington have in their said
Plaint in that behalf therein alledged. Therefore
it is considered that the said William Harington,
Henry Burnaby and Henry Hawes Harington
do recover against the said James Waddel and
William Bruce Jack their said debt and also
Ninety four Pagodas and forty one Fanams for
their Costs and Charges by the said Court now here
adjudged to the said William Harington Henry
Burnaby

Judgment signed for the Plaintiff the 14 June 1809

Second Term 1809

Burnaby and Henry Hawes Harington with the
their assent and the said James Waddel and
mercy William Bruce Jack in Mercy &c.

Second Serrn Bdg.

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# Second Term 1809

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

Madras to Wit Colloor Vancata Narraniah Brammney puts in his place Daniel Neale his Attorney against Ayyah Moodelliar of a Plea of Trespass on the Case. -

Madras to Wit The said Ayyah Moodelliar in his proper person at the Suit of the said Colloor Vancata Narraniah Brammney in the Plea aforesaid. -

Madras to Wit Be it Remembered that as of the Fourth Term in the year of Christ one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras, came Colloor Vancata Narraniah Brammney by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against Ayyah Moodelliar of a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say

Madras

Plaint in assumpsit filed 16th September 1809 - L.

Madras (to wit) Collaor Vencata Narraniah Brahmin by Daniel his Attorney complains of Ayyah Mudelliar who is a Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honorable Court of a Plea of Trespass on the Case. For that Whereas heretofore to wit on the Tenth day of July in the Year of Christ One thousand Seven hundred and Ninety four at Fort Saint George to wit at Madras one Paramasevan in his life time who is now deceased and whom the said Ayyah hath survived - and the said Ayyah made their certain Note in writing commonly called a Promissory Note the proper hands of them respectively being thereunto subscribed and bearing date the day and Year aforesaid - and then and there delivered the said Note to the said Vencata Narraniah - By which same Note the said Paramasevan and Ayyah acknowledged that they had borrowed and received from the said Vencata Narraniah the Sum of Four hundred Star Pagodas and promised to pay the same Sum to the said Vencata Narraniah or order on demand with interest at Ten per Cent per Annum - Whereby and by force of the Statute in such Case made and provided the said Paramasevan and

Ayyah became liable to pay to the said Venkata Narrainiah 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 Paramasevan and Ayyah in the life time of the said Paramasevan 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 Venkata Narrainiah to pay him the said Sum of Money in the said Note specified according to the tenor and effect of the said Note. And Whereas afterwards and in the life time of the said Paramasevan to wit on the tenth day of July in the Year of Christ One thousand seven hundred and ninety five at Madras aforesaid the said Paramasevan and Ayyah were indebted to the said Venkata Narrainiah in the Sum of One thousand and two hundred Star Pagodas of the lawful Current Money of Madras for Money by the said Venkata Narrainiah before that time lent and advanced to the said Paramasevan and Ayyah and at their Special instance and request. And being so indebted the said Paramasevan and Ayyah in the life time of the said Paramasevan in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully

Narraniah to pay him the said last Mentioned Sum of
Money when they the said Paramdevan and Ayyah
should be thereto afterwards requested - And Whereas the
said Paramadevan and Ayyah in the life time of the said
Paramadevan afterwards to wit on the same day and year
last aforesaid at Madras aforesaid were indebted to the said
Vencata Narraniah in the further Sum of One thousand and
two hundred Star Pagodas of the like lawful Current
Money of Madras for Money by the said Vencata Narraniah
before that time laid out expended and paid for the
said Paramadevan and Ayyah and at their like special
instance and request - And being so indebted the
said Paramadevan and Ayyah in the life time of the
said Paramadevan in consideration thereof afterwards to wit
on the same day and Year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said Vencata Narraniah to pay him the said last
Mentioned Sum of Money when they the said Paramadevan
and Ayyah should be thereto afterwards requested - And
Whereas also the said Paramadevan and Ayyah in
the life time of the said Paramadevan afterwards
to wit on the same day and Year last aforesaid
at Madras aforesaid were indebted to the said Vencata

Narraniah

Second Term 1809.

Narraniah in the further Sum of One thousand and two hundred Star Pagodas of the like lawful Current Money of Madras for Money by the said Paramadevan and Ayyah before that time had and received to use of the said Venkata Narraniah. And being so indebted the said Paramadevan and Ayyah in the life time of the said Paramadevan in consideration thereof afterwards to-wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Venkata Narraniah to pay him the said last mentioned Sum of Money when they the said Paramadevan and Ayyah should be thereto afterwards requested. And Whereas the said Paramadevan and Ayyah in the life time of the said Paramadevan afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Venkata Narraniah of and concerning divers other sums of Money before that time due and owing from the said Paramadevan and Ayyah to the said Venkata Narraniah and then being in arrear and unpaid and upon that accounting the said Paramadevan and Ayyah were then and there found to be in arrear and indebted to the said Venkata Narraniah in the further Sum of One

thousand and two hundred Star Pagodas of the like lawful Current Money of Madras. And being so found in arrear and indebted the said Paramasevan and Ayyah in the life time of the said Paramasevan in consideration thereof afterwards to rest on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Venkata Narrainah to pay him the said last Mentioned Sum of Money when they the said Paramasevan and Ayyah should be thereto afterwards requested. Yet the said Paramasevan and Ayyah in the life time of the said Paramasevan and the said Ayyah since the death of the said Paramasevan not regarding the said several promises and undertakings of the said Paramasevan and Ayyah so by them in manner and form aforesaid made but contriving and intending to deceive and defraud the said Venkata Narrainah in this behalf the said Paramasevan and Ayyah in the life time of the said Paramasevan did not at any time pay and the said Ayyah at any time since the death of the said Paramasevan hitherto hath not paid the said several Sums of Money or any or either of them or any part thereof (although so to do the said Paramasevan and Ayyah in the life time of the said

said Paramadevan to wit on the day and Year last afore-
said were requested by the said Vencata Narraniah
And the said Ayyah after the death of the said Parama-
=devan to wit on the Twenty eighth day of August in
the Year of Christ One thousand eight hundred and seven
and often times afterwards was also requested by the said
Vencata Narraniah to wit at Madras aforesaid / But to
pay the same the day Paramadevan and Ayyah in the
life time of the said Paramadevan Wholly Refused
And the said Ayyah since the death of the said Parama-
=devan hitherto hath Wholly Refused and still doth
Refuse To the damage of the said Vencata Narraniah
One thousand and two hundred Star Pagodas and
therefore he brings his suit &c

And the said Ayyah having come by Thomas
Annesley Browne his Attorney defended the wrong and
injury when &c and said nothing in bar or preclusion
of the said Action of the said Narraniah Whereby the
said Narraniah remained therein undefended against
the said Ayyah And by reason whereof a day was gi-
=ven to the said Narraniah Whereupon he shou-
=ld come before the Court and verify his said Plaint and
suit

Plaint

Ayyah

1809

Judgment Roll

Second Term

Section 15

August in this Third Sessn in the Year One Thousand
Eight hundred and Eight comes the said Narraniah by his
said Attorney and alledges 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 Narraniah and the Depositions
of the Witnesses adduced by him in this behalf have
pronounced that the said Ayyah did undertake and
promise in Manner and form as the said Narraniah
hath above thereof Complained against him. —

And Now at this day comes the said Narra-
niah by his said Attorney and prays the Judgment of the
Court of and upon the premises and it appearing to this Court
that the said Narraniah hath sustained damage by
occasion of the Non performance by the said Ayyah of
his several promises and undertakings in the Plaint
mentioned to the Sum of Four hundred and Forty four
Pagodas and Twenty one Fanams over and besides the
Costs and Charges of the said Narraniah by him about
his Suit in this behalf expended. It is considered and
adjudged that the said Narraniah recover against the
said Ayyah his damages aforesaid to the said Sum of
Four hundred and forty four Pagodas and Twenty one
Fanams. And that the

Judgment signed for the Plaintiff on the 19th June 1809

Narrainah for his said Costs and Charges the Sum of
One hundred and Twenty five Pagodas and Six fanams
Which damages Costs and Charges Amounts to Five hundred
and Sixty nine Pagodas and Twenty two fanams. And the
Mercy said Ayyah in Mercy.

Second Series 1899.

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

Madras ss. John Poulson puts in his place Robert Orme his attorney, against John De Fries and Thomas Hart Davies in a Plea of Trespass on the Case —

Madras ss. The said John De Fries and Thomas Hart Davies puts in their place Daniel Neale their Attorney of the suit of the said John Poulson in the Plea aforesaid —

Madras ss. Be it Remembered that as of the First Term in the Year one thousand eight hundred and nine before the Supreme Court of Judicature at Madras came John Poulson by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against John De Fries and Thomas Hart Davies 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

Madras



Plaint was pumpsis filed 11th March 1809 J.S.

Madras ss. John Poulson by Robert Orme his Attorney complains of John De Fries, and Thomas Hart Davies being respectively Britisk Subjects and as such persons liable to the Jurisdiction of this Honorable Court For that Whereas the said John Poulson heretofore to wit on the First day of July in the year of our Lord One thousand Eight hundred and five at Madras aforesaid according to the usage and Custom of Merchants caused and procured to be made a certain Writing of Assurance commonly called a Policy of Assurance purporting thereby that the said John Poulson as well in his own Name as for and in the Name and Names of all and every other person or persons whom the same did might or should appertain in part or in all did make assurance and thereby caused himself and them and every of them to be insured lost or not lost for a Period of Three Calendar Months, from the Twenty seventh day of June then last past upon the Body Tackle apparel Ordnance, Munition Artillery Boat and other Furniture of the Brig Sultan burthen Eighty Tons or thereabouts whereof Captain Thomas Williams was Master for that then present Voyage or whosoever else should go for Master in the said Brig or by whatsoever other Name or Names the said Brig or the Master thereof was or should be named

or called Beginning the Adventure upon the said bottom
or body &c. as aforesaid from and immediately after the
said Twenty seventh day of June and so to continue
and endure for a period of Three Calendar Months, And that
it should be lawful for the said Brig in that Voyage
to proceed and sail to and touch and stay at any
Ports or Places whatsoever without the limits of the above
Voyage for necessary provisions assistance or repairs
without prejudice to that assurance, and the said Brig
so much as concerns the assured was and should
be rated and valued at the Sum of One thousand
five hundred Star Pagodas which should be proved
in case of loss which God forbid, Touching the
Adventures and perils which they the assurers were
content to bear, and to take upon themselves in that
Voyage, they were of the Seas, Men of War, Fire Enemies,
Pirates, Rovers, Thieves, Jettizons, Letters of Mart and
Countermart, Surprizals and taking at Sea, Arrests
restraints and detainments of all Kings Princes and
People of what Nation Condition and Quality soever
accepting of or by the authority of the Kings Princes
or People of Manmilla, Pegue, Siam and Aracan)
Barretry of the Master and Mariners and all the

come to the hurt detriment or damage of the said Brig
or any Part thereof, and in case of any loss or misfortune,
it should be lawful for the assured his Factors Servants
or assigns to use labor and travel for, in and about
the defence Safeguard and recovery of the said Brig
or any part thereof without prejudice to that assurance,
to the Charges whereof, they the assurers must
contribute, And it was agreed by these the assurers that
that Writing or Policy of assurance should be of as
much force and virtue as the surest Writing or
Policy of assurance made in London, And so they the
assurers were contented, and did thereby promise and
bind themselves their heirs Executors Goods and Chattels
to the assured his Executors Administrators or assigns for the
true performance of the premises, confessing themselves paid
the consideration due to them for that assurance at and after
the rate of Eight per Cent. And further they the assurers did
thereby covenant promise and agree and oblige themselves
their heirs Executors Goods and Chattels in case of loss
happening (which God forbid) to satisfy and pay the sum of
Money by them so assured upon the abatement of Two per
Cent and no more Provided always that they pay the sum
of Money so assured at the Expiration of six Months after

the first proper Notice of the loss, otherwise no abate=
=ment whatsoever to be made, but to pay the full
Sum by any rule or Custom on the contrary notwith=
=standing And by the said Writing or Policy of
assurance, Vessels and freight were warranted free
from Average under ten per Cent unless general
or the Brig was stranded, Ships provisions of all
kinds were warranted free from Average, unless
thereby declared against Risk or detention of the
Governments of Siam, Ava or Pegue, which Risks
were to be borne by the assured, and not by the
assurers Exception was also declared against risks
or Accidents from Gunpowder as Cargo also against
the risk from all Storms or Gales of Wind or other
Dangers of the Sea on the Coast of Coromandel
within Soundings, from the Point Palmeiras to Dondra
Head upon the Island of Ceylon from the Fifteenth
of October to the Fifteenth of December both days
inclusive, which risks were to be borne by the
assured and not by the assurer any thing therein
before contained to the contrary Notwithstanding
And the said Insurance was by the said Writing or

or Policy of Assurance declared to be on the Black of the Brig Sultan Captain Thomas Williams for the Sum of One Thousand five hundred Star Pagodas as Interest might appear for a Period of Three Calendar Months, commencing from the said Twenty seventh day of June then last past and ending on the Twenty sixth day of September then next ensuing both days inclusive to all Ports and places within the Companys limits of Trade against all Risks with the Exceptions herein before declared, as by the said Writing or Policy of Assurance the said John De Fries and Thomas Hart Davies or afterwards to wit on the said First day of July in the year One thousand Eight hundred and five at Madras aforesaid had Notice And thereupon afterwards to wit on the same day and year aforesaid at Madras aforesaid in consideration that the said John Dudin at the special instance and request of the said John De Fries and Thomas Hart Davies had then and there paid to the said John De Fries and Thomas Hart Davies the Sum of One hundred and Twenty Star Pagodas Current Money of Madras as a Premium and reward for the Insurance of One thousand and five hundred Star Pagodas of and upon the said

Brig Sultan in the said Writing or Policy of Insurance
mentioned valued as aforesaid and had then and there
undertaken and to them the said John De Fries and
Thomas Hart Davies faithfully promised to perform
and fulfil all things in the said Writing or Policy of
Assurance contained on the part and behalf of the
Assured to be performed and fulfilled they the said John
De Fries and Thomas Hart Davies undertook and to
the said John Poulson then and there faithfully promised
to become Assurers to the said John Poulson for the said
Sum of One Thousand and five hundred Star Pagodas
of and upon the said Brig in the said Writing or Policy
of Assurance mentioned valued as aforesaid and to
perform and fulfile all things in the said Writing
or Policy of Assurance contained on their part and behalf
to be as such Assurers as to the said Sum of One
Thousand and five hundred Star Pagodas to be
performed and fulfilled, And the said John De Fries
and Thomas Hart Davies then and there became
Assurers to the said John Poulson of and upon the said
Brig in the said Writing or Policy of Assurance
mentioned values as aforesaid accordingly and then
and there subscribed the said Writing or Policy of
Assurance as such

thousand and five hundred Star Pagodas to wit at Madras aforesaid And the said John Poulson in fact says that the said Brig in the said Writing or Policy of Assurance mentioned and before and at the time of her sailing from Madras on the Voyage in the said Writing or Policy of Assurance mentioned was in good safety at Madras aforesaid & was bound on a Voyage to divers Ports and Places within the Company's limits of Trade in the said Writing or Policy of Assurance specified And that the said John Poulson at the time of the sailing of the said Brig in the said Writing or Policy of Assurance mentioned on the Voyage aforesaid and also at the time of the misfortune hereafter mentioned was interested in the said Brig in the said Writing or Policy of Assurance mentioned to wit to the Amount of all the Money by him insured thereon to wit at Madras aforesaid And the said John Poulson further says that the said Brig in the said Writing or Policy of Assurance mentioned afterwards, to wit, on the Ninth day of September in the year aforesaid (being within the Period of Three Months limited by the said Policy) when the said Brig was riding at Anchor off the Port of Colombo being a Place within the Company's limits of Trade in the said Policy specified to wit at Madras the said Brig was by good

through the force and violence of the Winds and Waves and by the
Perils and dangers of the Seas stranded overset wrecked and
totally lost to the said John Preston to wit at Madras afore=
=said of all which Premises the said John De Fries
and Thomas Hart Davies afterwards to wit on the
Twenty Sixth day of September in the year aforesaid
at Madras aforesaid had Notice And by reason thereof
the said John De Fries and Thomas Hart Davies
thereupon became liable to pay to the said John
Poulson a large Sum of Money to wit the said Sum
of One Thousand and Five hundred Star Pagodas
Current Money aforesaid according to the tenor and
effect of the said Writing or Policy of Assurance and were
there and there requested to pay the same to wit at
Madras and which said Sum they the said John=
De Fries and Thomas Hart Davies there and there
ought to have paid to him the said John Poulson
according to the form and effect of the said Policy
of Assurance and of the said promise and undertaking
so by them made as aforesaid And Whereas
also the said John De Fries and Thomas Hart
Davies afterwards to wit on the Twenty Seventh day

of March in the yeare of our Lord One Thousand Eight
hundred and six) at Madras aforesaid were indebted to
the said John Poulson in the Sume of Three thousand
Star Pagodas of like Current Money for so much
Money by the said John De Fries and Thomas
Hart Davies before that time had and received to
and for the use of the said John Poulson and at
his special Instance and request And being so indebted
they the said John De Fries and Thomas Hart Davies
in consideration 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 Poulson
to pay him the said last mentioned Sum of Money when
they the said John De Fries and Thomas Hart Davies
should be thereunto afterwards requested And Whereas also
the said John De Fries and Thomas Hart Davies
afterwards to wit on the Same day and year last aforesaid
at Madras aforesaid were indebted to the said John Poulson
in the further Sum of Three thousand Star Pagodas
of like Current Money for so much Money by the said
John Poulson before that time laid out expended and paid
for the said John De Fries and Thomas Hart Davies
and at their special instance and request And being
so indebted they the said John De Fries and Thomas

Hart Davies in consideration 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 Poulson to pay him the said last mentioned Sum of Money when they the said John De Fries and Thomas Hart Davies should be thereunto afterwards requested Yet the said John De Fries and Thomas Hart Davies not regarding their said several promises and undertakings so by them made in manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said John Poulson in this behalf have not nor hath either of them yet paid the said several Sum of Money or any of them or any part thereof although so to do they the said John De Fries and Thomas Hart Davies were requested by the said John Poulson to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid/ But the said John De Fries and Thomas Hart Davies or any of them to pay the same or any part thereof to the said John Poulson 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 John Poulson of Three Thousand Star Pagodas an

Therefore he brings Suit &c.—

And afterwards that is to say in the Second Term in the Year One thousand Eight hundred and Nine in the said Supreme Court of Judicature at Madras until which Term the said John De Fries and Thomas Hart Davies had leave to imparl to the said Plaint and then to answer the same as well the said John Poulson by his said Attorney as the said John De Fries and Thomas Hart Davies by their said Attorney. And the said John De Fries and Thomas Hart Davies defend the wrong and injury when &c: and say that they or either of them did not undertake or Promise in Manner and Form as the said John Poulson hath above thereof Complained against them And of this they put themselves upon the Court &c.—

Plea filed 24. March 1816

And the said John Poulson &c. Similiter doth the like.—

And now in this Second Term in the year One thousand eight hundred and nine that is to say on the eighth day of April to which day was &c. given as well to the said John Poulson as to the

Said

said John Depries and Thomas Hart Davies 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 John Depries and Thomas Hart Davies did promise and undertake in manner and form as the said John Poulson hath above thereof Complained against them and they assess the Damages of the said John Poulson on occasion of the premises besides his Costs and Charges by him about his Suit in this behalf expended to One thousand and nine hundred Pagodas, twenty five fanams, and thirty one Cash, Therefore it is considered that the said John Poulson do recover against the said John Depries and Thomas Hart Davies his Damages aforesaid inform aforesaid assessed and also Two hundred and forty one Pagodas, and twelve fanams, for his Costs and Charges by the said Court now here adjudged to the said John Poulson with his assent Which said Damages Costs and Charges in the Whole Amount to Two thousand two hundred and forty one Pagodas thirty seven fanams, and thirty one Cash, and the said John Depries

Judgment signed for the Plaintiff the 28th day of June 1809

Shaw Sy Prothy

Mercy and Thomas Hart Davies in Mercy &c.

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the year one thousand eight hundred and nine.

Fort St George } Madura Naigum pillay puts in his place &c
Madras } Fownes Disney his Attorney against Venkata Vunga pillay in
a plea of Trespass on the Case.

Fort St George } The said Venkata Vunga pillay in his proper person,
Madras } at the Suit of the said Madura Naigum pillay in
the Plea aforesaid.

Fort St George } Be it Remembered that as of the Second Term in
Madras } the Year one thousand eight hundred and Nine before
the Supreme Court of Judicature at Madras came
Madura Naigum pillay by Fownes Disney his
Attorney and brought into the said Court then there
his certain Plaint against Venkata Vunga pillay
in a Plea of Trespass on the Case, and there
are Pledges for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say

Fort St George

3 Feb

Court Term 1809.

Fort St. George Madras ss Madura Naigum

Plaintiff's Declt filed 28. June 1809 pd.

Pillay of Madras Inhabitant by Thomas Disney his Attorney complains of Venrata Vunga Pillay being an Hindoo Inhabitant of Madras and as such liable to the jurisdiction of this Honble Court of a plea that he render to him the said Madura Naigum Pillay Three thousand three hundred and thirty five Star pagodas thirteen fanams and fifty four Cash which he the said Venrata Vungapillay owes to and unjustly detains from him For that Whereas the said Venrata Vungapillay heretofore to wit on the Twenty ninth day of October in the Year One thousand eight hundred and eight at Madras aforesaid by his certain writing Obligatory Sealed with the Seal of the said Venrata Vunga Pillay and to the Court now here Shewn the date whereof is on the day and Year aforesaid acknowledged himself to be held and firmly bound unto the said Madura Naigum Pillay in the penal Sum of Three thousand three hundred and thirty five Star Pagodas thirteen fanams and fifty four Cash to be paid to the said Madura Naigum Pillay when he should be thereunto afterwards requested - Yet the said Vencata Vunga Pillay although often requested to pay the same hath not yet paid the said Sum of Three thousand three hundred and thirty five Star pagodas thirteen fanams and fifty four Cash above demanded or any part thereof to the said Madura Naigum Pillay but to pay the same or any part

thereof he the said Venkata Tunga Pillay hath hitherto Wholly refused and still refuses so to do to the said Madura Naiquen Pillay his damages of Two hundred Star Pagodas and therefore he brings his Suit &c.—

And the said Venkata Tunga Pillay by Gilbert Richetts his Attorney comes and defends the wrong and injury when &c. and says nothing in bar or preclusion of the said action of the said Madura Naiquen Pillay by which the said Madura Naiquen Pillay remains thereon undefended against the said Venkata Tunga Pillay.— Therefore it is considered that the said Madura Naiquen Pillay recover &c. against the said Venkata Tunga Pillay his said debt &c. amounting to One thousand Seven hundred and ninety Seven Pagodas. Twenty Six Fanams and twenty three Cash and also Forty four Pagodas and twenty four Fanams for his damages which he hath sustained as well by occasion of the detaining the said debt as for his costs and Charges by him about his suit in this behalf &c. expended by the Court now here adjudged to the said Madura Naiquen Pillay by his assent And the said Venkata Tunga Pillay in mercy &c.—

Judgment by Confession under a Warr. of Attorney

Judgment signed for the Plaintiff the 28. day of June 1809—

J. Shaw Dy Prothy

mercy

And thereupon the said Madura Naiquen pillay by Thomas Dorney his attorney prays the writ of our Lord the King

Writ of Ca. ad Sa. issued on the 28th day of June 1809

Writ of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Venrata Rungapilley to Satisfy the said Madura Naigum of One Thousand Seven hundred and Ninety Seven Pagodas Twenty Six Fanams and twenty three Cash for which the said Madura Naigum Pillay recovered against the said Venrata Rungapilley and also Forty four Pagodas and twenty four fanams adjudged to the said Madura Naigum Pillay 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 July instant.—

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sulivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine —

Madras to Wit. Narrain Naig and Rungapah Naig assignees of William Mc. Taggart Esquire Sheriff of Madras put in their place Daniel Neale their Attorney against William Abbott, Richard Arthur Maitland, Benjamin Roebuck and Sadras Venaiguen Moodelliar in a Plea of Debt. —

Madras to Wit. The said William Abbott, Richard Arthur Maitland, Benjamin Roebuck and Sadras Venaiguen Moodelliar put in their place William Light their Attorney at the Suit of the said Narrain Naig and Rungapah Naig in the Plea aforesaid. —

Madras to Wit. Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Narrain Naig and Rungapah Naig assignees of William Mc. Taggart Esquire Sheriff of Madras by Daniel Neale their Attorney and brought into the said Court their Bill against William Abbott Richard Arthur Maitland Benjamin Roebuck and Sadras Venaiguen Moodelliar in a Plea of Debt, and there are Pledges — for the Prosecution, to wit, John Doe and Richard Roe which Bill of Plaint follows in these words that is to

3/12

Recd June 1809 –

Madras (to Wit). Narrain Naig and Rungapah
Naig assignees of William M.c Taggart Esquire
Sheriff of Madras according to the form of the Statute
in such Case Made and provided by Daniel Neale
their Attorney Complain of William Abbott Richard
Arthur Maitland and Benjamin Roebuck who are
respectively British Subjects and of Madras Venniquen
Moodelliar who is a Hindoo Inhabitant of Madras
(and which said William Abbott Richard Arthur
Maitland and Benjamin Roebuck are such British
Subjects and which said Madras Vennigum
Moodelliar as such Hindoo Inhabitant of Madras
are persons respectively Amenable to the Jurisdiction
of this Honorable Court) of a Plea that they render
to the said Narrain Naig and Rungapah Naig
as such Assignees as aforesaid One Thousand
Six hundred and Ninety three Star Pagodas of the
lawful Money of Madras which they owe to and
detain from the said Narrain Naig and Rungapah
Naig For that Whereas heretofore to Wit on the
Thirty First day of December in the Year of Christ One
Thousand Eight hundred and Eight at Madras the
said William Abbott and Richard Arthur Mait-
=land had been Arrested by and were in Custody
of the said William M.c Taggart then being Sheriff of

1. 8 June 1813. G. Moorby. Worksop

1869

Judgment Roll

Second Term

Section 16

Sufficient Security to be approved by the said Court that they the said William Abbott and Richard Arthur Maitland would Stand to and perform the Judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded Nevertheless if the said William Abbott and Richard Arthur Maitland so arrested should give the said Sheriff Security by Sufficient bail by their joint and Several Bond in the Sum of One Thousand Six hundred and Ninety three Star Pagodas that the said William Abbott and Richard Arthur Maitland should appear at the Time and place before Mentioned And in all things perform the exigency of that Writ then and there the King did thereby authorize and require the said Sheriff to deliver the said William Abbott and Richard Arthur Maitland to such Bail And that the said Sheriff should have then there that Writ Which said Writ had been and was duly endorsed for Bail for the said One Thousand Six hundred and Ninety three Star Pagodas by

of the Cause of Action before Mentioned and duly
affiled in the said Supreme Court according to the
Form of the Statute in such Case Made and Provided
and the said Narrain Naig and Rungapah Naig in
fact Say that the said William Abbott and Richard
Arthur Maitland being so Arrested and in Custody
of the said William Mc Taggart being Sheriff as aforesaid
at the Suit of the said Narrain Naig and Rungapah
Naig by Virtue of the said Writ he the said William
Mc Taggart being Sheriff as aforesaid afterwards and
before the return of the said Writ to wit on the said
Thirty first day of December in the year One Thousand
Eight hundred and Eight aforesaid at Madras afore-
-said and within the Bailiwick of the said William
Mc Taggart as such Sheriff as aforesaid took Bail for
the appearance of the said William Abbott and
Richard Arthur Maitland at the return of the said
writ And that upon such occasion the said William
Abbott and Richard Arthur Maitland and also the said
Benjamin Roebuck and Sadras Venaigum Modelliar
by their Certain Writing Obligatory Sealed with their
respective Seals and Commonly Called a Bail bond
the date whereof is the day and year last aforesaid
(and which is now Shewn to the Court of our Lord the
King here) acknowledged themselves to be held
and firmly bound to the said William Mc Taggart
by

Madras under and by Virtue of a certain Writ of our Lord the
King called an alias Capias Ad respondendum before them
issued out of the Supreme Court of Judicature of our said
Lord the King at Madras at the Suit of the said Narrain
Naig and Rungapah Naig against the said William
Abbott and Richard Arthur Maitland and directed to
the Sheriff of Madras By which said Writ our said
Lord the King Commanded as before our said Lord the
King had Commanded the said Sheriff that he should
arrest and take the said William Abbott and Richard
Arthur Maitland then or late of Madras if they should
be found in Madras and keep them safely so that the
said Sheriff Might have their Bodies before the Justices of
our said Lord the King in the Supreme Court of Ju-
dicature of our said Lord the King at Madras aforesaid
on Monday the Second Day of January in the Year One
Thousand Eight hundred and Nine to Answer to the
said Narrain Naig and Rungapah Naig in a plea
to recover Three Thousand Star Pagodas in Assumpsit
Whereof the said Narrain Naig and Rungapah
Naig had filed their plaint of record in the said
Court of our said Lord the King and to give
sufficient

Sufficient Security to be approved by the said Court that they the said William Abbott and Richard Arthur Maitland would Stand to and perform the Judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded Nevertheless if the said William Abbott and Richard Arthur Maitland so arrested should give the said Sheriff Security by Sufficient bail by their joint and Several Bond in the Sum of One Thousand Six hundred and Ninety Three Star Pagodas that the said William Abbott and Richard Arthur Maitland should appear at the time and place before Mentioned to answer and to perform the exigency of that Writ then and said Lord the King did thereby authorize and require the said Sheriff to deliver the said William Abbott and Richard Arthur Maitland to such Bail And that the said Sheriff should have then there that Writ Which said Writ had been and was duly endorsed for Bail for the said One Thousand Six hundred and Ninety three Star Pagodas by Virtue of an Affidavit

of the Cause of Action before Mentioned made and duly
affiled in the said Supreme Court according to the
Form of the Statute in such Case Made and Provided
and the said Narrain Naig and Rungapah Naig in
fact Say That the said William Abbott and Richard
Arthur Maitland being so Arrested and in Custody
of the said William Mc Taggart being Sheriff as aforesaid
at the Suit of the said Narrain Naig and Rungapah
Naig by Virtue of the said Writ he the said William
Mc Taggart being Sheriff as aforesaid afterwards and
before the return of the said Writ to wit on the said
Thirty first day of December in the year One Thousand
Eight hundred and Eight aforesaid at Madras afore-
-said and within the Bailiwick of the said William
Mc Taggart as such Sheriff as aforesaid took bail for
the appearance of the said William Abbott and
Richard Arthur Maitland at the return of the said
writ And that upon such occasion the said William
Abbott and Richard Arthur Maitland and also the said
Benjamin Roebuck and Sadras Venaigum Modelliar
by their Certain Writing Obligatory Sealed with their
respective Seals and Commonly Called a Bail bond
the date whereof is the day and year last aforesaid
(and which is now Shewn to the Court of our Lord the
King here) acknowledged themselves to be held
and severally bound to the said William Mc Taggart
by

(by the Name and addition of William Mc Laggart Esq.r Sheriff of Madras) in the said One Thousand Six hundred and Ninety three Star Pagodas Lawful Money of Madras to be paid to the said William Mc Laggard or his certain Attorney Executors Administrators or Assigns subject to and dependent Nevertheless upon a certain Condition to the said Writing Obligatory Subscribed to the Effect following (that is to say) if the said William Abbott and Richard Arthur Maitland should appear before the Supreme Court of Judicature at Madras on Monday the said Second Day of January in the Year One Thousand Eight hundred and Nine to Answer to the said Narrain Naig and Rungapah Naig in a suit to recover Three Thousand Star Pagodas in Assumpsit Whereof the said Narrain Naig and Rungapah Naig had filed their Plaint of Record in the said Court and Should give Sufficient Security to be approved of by the said Court that they the said William Abbott and Richard Arthur Maitland would Stand to and perform the Judgment of the said Court upon the premises and pay all Such Sum and Sums of Money as Should be thereby awarded then that the same Obligation Should be void and of no Effect otherwise Should be and remain in full force and virtue as by

the said Writing Obligatory and the Condition thereof relation being thereunto had May more fully and at large appear And the said Narrain Naig and Rungapah Naig in fact say that the said William Abbott and Richard Arthur Maitland did not appear before the Supreme Court of Judicature at Madras on Monday the said Second day of January in the year One Thousand Eight hundred and Nine in the said Condition of the said Writing Obligatory Mentioned And did not give such Security as in the same Condition is Mentioned Whereby the said Writing Obligatory became forfeited to the said William Mc Taggart as such Sheriff as aforesaid And the said Narrain Naig and Rungapah Naig further say that the said Writing Obligatory being so forfeited as aforesaid And the Money therein Specified or any part thereof not being paid or Satisfied to the said Sheriff he the said Sheriff afterwards to wit on the Twenty fourth day of the said Month of January in the year One Thousand Eight Hundred and Nine aforesaid at Madras aforesaid at the request Costs and Charges of the said Narrain Naig and Rungapah Naig plaintiffs in that Suit by an endorsement on the said Writing Obligatory Made in the presence of and attested by two credible Witnesses and Sealed with his Seal of his office of Sheriff assigned the said Writing Obligatory to the said Narrain Naig and Rungapah Naig according to the form of the Statute in such case made and

provided

provided as by the said assignment indorsed on the said Writing
Obligatory as aforesaid and now shewn to the Court of Our
Lord the King here (the date whereof is the day and year
last aforesaid) more fully appears By means whereof and by
force of the Statute in such case made and provided and
action hath accrued to the said Narrain Naig and
Rungapah Naig as assignees of the said William Mc.
Taggart Sheriff as aforesaid to demand and have of and
from the said William Abbott Richard Arthur &
Maitland Benjamin Roebuck and Sadras Venaigum &
Moodelliar the said One Thousand Six hundred and Ninety
three Star Pagodas above demanded Yet the said William
Abbott Richard Arthur Maitland Benjamin Roebuck
and Sadras Venaigum Moodelliar (altho often requested &c)
have not nor have nor hath any or either of them Yet
paid the said One Thousand Six hundred and Ninety
three Star Pagodas above demanded or any part thereof
but to pay the same they and every of them hath &
hitherto wholly refused and they still do and each of
them doth refuse to the damage of the said Narrain
Naig and Rungapah Naig of Two Thousand Star
Pagodas and therefore they bring their Suit &c.

And afterwards that is to say in the Second Term
in the Year One thousand Eight hundred and Nine in the
said Supreme Court of Judicature at Madras until which

Term the said William Abbott Richard Arthur Maitland
Benjamin Roebuck and Sadras Venaigum Modelliar had
Impulsus leave to impard to the said Plaint and then to Answer the
same same as well the said Narrain Naig and Rungapah
Naig Assignees of William Mc Taggart Esquire Sheriff as a-
foresaid by their said Attorney as the said William Abbott
Richard Arthur Maitland, Benjamin Roebuck and Sadras
Venaigum Modelliar by their said Attorney. And the
said William Abbott Richard Arthur Maitland Benjamin
Roebuck and Sadras Venaigum Modelliar defend the
wrong and injury when &c and say that the said Writing
Obligatory in the said Declaration mentioned is not their
Deed in manner and form as the said Narrain Naig and
Rungapah Naig have above thereof Complained against
them and of this they put themselves upon the Court &c.

And the said Narrain Naig and
Rungapah Naig do the like.

And afterwards in this second Term in the
year One thousand Eight hundred and Nine for the Trial
of the issue so as aforesaid joined between them came the
parties aforesaid by their respective Attornies aforesaid
And the Justices of this Court having heard examined
and considered the Allegations of the same parties and the
depositions of the witnesses adduced by them respectively
have pronounced that the said writing obligatory in the

said

said Plaint of the said Narrain Naig and Rungapah Naig mentioned is the deed of the said William abbott Richard Arthur Maitland Benjamin Roebuck and Sadras Venaiguen Moodelliar and that they the said William Abbott Richard Arthur Maitland. & Benjamin Roebuck and Sadras Venaiguen Moodelliar do owe to and detain from the said Narrain Naig and Rungapah Naig the said Sum of One thousand Six hundred and Ninety three Star Pagodas above demanded in manner and form as the said Narrain Naig and Rungapah Naig assignees as aforesaid have above thereof complained against the said William abbott Richard Arthur Maitland Benjamin Roebuck and Sadras Venaiguen Moodelliar. And the said Justices have assessed the damages sustained by the said Narrain Naig and Rungapah Naig by reason of the detention of that said debt at the Sum of forty one Pagodas one fanam and sixty one Cash over and besides their Costs and Charges by them about their Suit in this behalf expended. It is therefore considered and adjudged that the said Narrain Naig and Rungapah Naig assignees as aforesaid recover against the said William abbott, Richard Arthur Maitland Benjamin Roebuck and Sadras Venaiguen Moodelliar their debt and damages aforesaid - And that the said William Abbott Richard Arthur Maitland Benjamin Roebuck and Sadras Venaiguen Moodelliar pay to the said Narrain Naig

and Rungapah Naig for their said Costs and Charges the
Sum of Two hundred and Twenty four Pagodas and Thirty
three Fanams And the said William Abbott Richard
Richard Arthur Maitland Benjamin Roebuck and
Sadras Venaigum Mudelliar in Mercy &c.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice — and the Honble Sir Benjamin Sulivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine —

Madras to Wit. Vordarajaloo Naig assignee of William Mc. Taggart Esqr. Sheriff of Madras puts in his place Daniel Neale his attorney against William Abbott, Richard Arthur Maitland and Benjamin Roebuck in a plea of Debt —

Madras to Wit The said William Abbott, Richard Arthur Maitland and Benjamin Roebuck put in their place William Light at the Suit of the said Vordarajaloo Naig in the Plea aforesaid. —

Madras to Wit Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Vordarajaloo Naig assignee of William Mc. Taggart Esqr. Sheriff of Madras by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against William Abbott, Richard Arthur Maitland and Benjamin Roebuck 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 —

the exigency of that Writ there our said Lord the King did thereby authorize and require the said Sheriff to deliver the said William Abbott and Richard Arthur Maitland to such Bail And that the said Sheriff should have there then that Writ which said Writ had been and was duly indorsed for Bail for the said one thousand six hundred and seventy two Pounds by Virtue of an affidavit of the Cause of Action before then Made and duly affiled in the said Supreme Court according to the form of the Statute in such case Made and provided And the said Vondarajaloo Naig in fact saith that the said William Abbott and Richard Arthur Maitland being so arrested and in Custody of the said William Mc Taggart being Sheriff as aforesaid at the Suit of the said Vondarajaloo Naig by Virtue of the said Writ he the said William Mc Taggart being Sheriff as aforesaid afterwards and before the return of the said Writ to wit on the said twenty seventh day of January in the Year one thousand eight hundred and Nine - aforesaid at Madras aforesaid and within the Bailiwick of the said William Mc Taggart as such Sheriff as aforesaid took Bail for the Appearance of the said William Abbott and Richard Arthur Maitland at the return of the said Writ And that upon such occasion the said William Abbott and Richard Arthur Maitland And also the said Benjamin Roebuck by their certain Writing Obligatory sealed with their respective Seals and Commonly called a Bail Bond

the date whereof is the day and year last aforesaid &
(and which is Now shewn to the Court of our Lord the
King here) acknowledged themselves to be held and
firmly bound to the said William Mc Taggart (by the
Name and addition of William Mc Taggart Esqr. Sheriff of
Madras) in the said One thousand six hundred and &
seventy two Pagodas Lawful Money of Madras to be
paid to the said William Mc Taggart or his Certain
Attorney Executors Administrators or Assigns Subject to
and dependent Nevertheless upon a Certain Condition
to the said Writing Obligatory subscribed to the Effect
following (that his to say) if the said William Abbott
and Richard Arthur Maitland should appear before the
Supreme Court of Judicature at Madras on Friday the
Twenty seventh day of the said Month of January to
Answer to the said Vordarajaloo Naig (by the Name of
Vordarajaloo Naig) in a suit to recover Three thousand
Star Pagodas in a plea of Debt whereof the said Vordarajaloo
Naig had filed his plaint of record in the said Court
and should give sufficient security to be approved of by
the said Court that they the said William Abbott and
Richard Arthur Maitland would stand to and
perform the Judgment of the said Court upon the premises
and pay all such sum and sums of Money as should
be thereby awarded then that the same Obligation
should be void and of no Effect otherwise should be &
and remain in full force and Virtue as by the said

Writing

# Second Term 1809

Plaint in Debt filed 13th February 1809 -

Madras (to wit) Vordarajaloo Naig assignee of William Mc Taggart Esq. Sheriff of Madras according to the form of the Statute in such Made and provided by Daniel Neale his Attorney Complains of William Abbott Richard Arthur Maitland and Benjamin Roebuck who are respectively British Subjects and as such Amenable to the Jurisdiction of this Honorable Court) of a Plea that they render to the said Vordarajaloo Naig as such assignee as aforesaid One Thousand six hundred and seventy two Pagodas of the lawful Money of Madras which they owe to and detain from the said Vordarajaloo Naig For that Whereas heretofore to wit on the twenty seventh day of January in the Year of Christ One Thousand eight hundred and Nine at Madras the said William Abbott and Richard Arthur Maitland had been Arrested by and were in Custody of the said William Mc Taggart then being Sheriff of Madras under and by Virtue of a Certain Writ of Our Lord the King 2d called an Alias Capias ad respondendum before them issued out of the Supreme Court of Judicature of our said Lord the King at Madras at the Suit of the said Vordarajaloo Naig against the William Abbott and Richard Arthur Maitland and directed to the Sheriff of Madras By which said Writ our said Lord the King Commanded (as before) Our said

Lord the King had Commanded / the Sheriff that he should Arrest and take the said William Abbott and Richard Arthur Maitland then or late of Madras if they should be found in Madras or in any of the Factories or Territories Subject to or dependant upon the Government thereof and Keep them safely - so that the said Sheriff Might have their Bodies before the Justices of Our said Lord the King in the Supreme Court of Judicature of our said Lord the King at Madras aforesaid on Friday the twenty seventh day of the said Month of January to Answer to the said Vordarajaloo Naig in a suit to recover three thousand Star Pagodas in a plaint whereof the said Vordarajaloo Naig had filed his plaint of record in the said Court of our said Lord the King and to give Sufficient security to be approved by the said Court that they the said William Abbott and Richard Arthur Maitland would Stand to and perform the judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby Awarded Nevertheless if the said William Abbott and Richard Arthur Maitland so Arrested should give the said Sheriff Security by Sufficient bail by their joint and several Bond in the Sum of One thousand six hundred and seventy two Pagodas that the said William Abbott and Richard Arthur Maitland should Appear at the time and place before Mentioned and in all things perform

the

the exigency of that Writ there on our said Lord the King did thereby Authorize and require the said Sheriff to deliver the said William Abbott and Richard Arthur Maitland to such Bail And that the said Sheriff should have there then that Writ which said Writ had been and was duly indorsed for Bail for the said one thousand six hundred and seventy two Pounds by Virtue of an affidavit of the Cause of Action before then Made and duly affiled in the said Supreme Court according to the form of the Statute in such case Made and provided And the said Vondarajaloo Naig in fact Saith that the said William Abbott and Richard Arthur Maitland being so arrested and in Custody of the said William M.c Taggart being Sheriff as aforesaid at the Suit of the said Vondarajaloo Naig by Virtue of the said Writ he the said William M.c Taggart being Sheriff as aforesaid afterwards and before the return of the said Writ to wit on the said twenty seventh day of January in the Year one thousand eight hundred and Nine at Colombo aforesaid and within the Cinnamon of the said William M.c Taggart as such Sheriff as aforesaid took Bail for the Appearance of the said William Abbott and Richard Arthur Maitland at the return of the said Writ And that upon such occasion the said William Abbott and Richard Arthur Maitland and also the said Benjamin Roebuck by their Certain Writing Obligatory sealed with their respective Seals and Commonly called a Bail Bond

the date whereof is the day and year last aforesaid &c
(and which is Now shewn to the Court of our Lord the
King here) acknowledged themselves to be held and
firmly bound to the said William Mc Taggart (by the
Name and addition of William Mc Taggart Esqr Sheriff of
Madras) in the said One thousand six hundred and &c
seventy two Pagodas Lawful Money of Madras to be
paid to the said William Mc Taggart or his Certain
Attorney Executors Administrators or Assigns Subject to
and dependent Nevertheless upon a Certain Condition
to the said Writing Obligatory subscribed to the Effect
following (that is to say) if the said William Abbott
and Richard Arthur Maitland should appear before the
Supreme Court of Judicature at Madras on Friday the
Twenty seventh day of the said Month of January to —
Answer to the said Vordarajaloo Naig (by the Name of
Vordarajaloo Naig) in a suit to recover three thousand
Star Pagodas in Assumpsit Whereof the said Vordarajaloo
Naig had filed his plaint of record in the said Court
and should give sufficient security to be approved of by
the said Court that they the said William Abbott and
Richard Arthur Maitland would stand to and &
perform the Judgment of the said Court upon the premises
and pay all such sum and sums of Money as should
be thereby awarded then that the same Obligation
should be void and of no Effect otherwise should be &
and remain in full force and Virtue — as by the said

Writing

Writing Obligatory and the Condition thereof relation &c
being thereunto had May More fully and at large &
appear And the said Vordanajoo Naig in fact &
Saith that the said William Abbott and Richard
Arthur Maitland did not appear before the Supreme
Court of Judicature at Madras on Friday the said twenty
seventh day of January in the said Condition of the said
Writing Obligatory Mentioned and did not give such
security as in the same Condition is Mentioned &
Whereby the said Writing Obligatory became forfeited
to the said William Mc Taggart as such Sheriff &
as aforesaid And the said Vordanajoo Naig further
saith that the said Writing Obligatory being so &
forfeited as aforesaid and the Money thereby Specified
or any part thereof Not being paid or satisfied to the
said Sheriff he the said Sheriff afterwards to wit &
on the Tenth day of February in the Year One Thousand
eight hundred and Nine aforesaid at Madras aforesaid
at the request Costs and Charges of the said Vordanajoo Naig
Plaintiff in that Suit by an endorsement on the said Writing
Obligatory Made in the presence of and Attested by two &
Credible Witnesses and Sealed with his Seal of his Office of
Sheriff assigned the said Writing Obligatory to the said
Vordanajoo Naig According to the Form of the Statute in
such Case made and Provided as by the said assignment
indorsed on the said Writing Obligatory as aforesaid

and now shewn to the Court of our Lord the King here
(the date whereof is the day and year last aforesaid)
More fully appears By Means whereof and by force
of the Statute in such Case Made and provided
an Action hath Accrued to the said Vordamjaloo &c
Naig as Assignee of the said William Mc Leggatt &c
Sheriff as aforesaid to demand and have of and from
the said William Abbott Richard Arthur Maitland
and Benjamin Roebuck the said One Thousand
Six hundred and Seventy two Pagodas above demanded
Yet the said William Abbott Richard Arthur &
Maitland and Benjamin Roebuck (altho often &
requested &c) have not nor have nor hath any or
either of them Yet paid the said One Thousand Six
hundred and Seventy two Pagodas above demanded
or any part thereof But to pay the same they and
every of them hath hitherto Wholly refused and they
still do and each of them doth refuse To the damage
of the said Vordamjaloo Naig of One Thousand Star
Pagodas and Therefore he brings his Suit Suit &c

And afterwards that is to say in the Second
Term in the Year One thousand Eight hundred and Nine
in the said Supreme Court of Judicature at Madras until

which

# Second Term 1809.

imparlance

which Term the said William Abbott Richard Arthur Maitland and Benjamin Roebuck had leave to impark to the said Plaint and then to Answer the same came as well the said Vordarajaloo Naig assignee of William M.c Taggart Esq.r Sheriff of Madras by his said Attorney as the said Attorney as the said William Abbott Richard Arthur Maitland and Benjamin Roebuck by their said Attorney. and the said William Abbott Richard Arthur Maitland and Benjamin Roebuck defend the wrong and injury when &c. and say that the said Writing Obligatory in the said Declaration &c mentioned is not their Deed in manner and form as the said Vordarajaloo Naig hath above thereof Complained against them and of this they put themselves upon the Court &c.—

Plea filed 22.d March 1809.

Issue Joined

AND the said Vordarajaloo Naick doth the like

AND afterwards in this Term for the Trial of the issue so as aforesaid joined between them came the parties aforesaid by their respective Attornies aforesaid And the Justices of this Court having heard examined and considered the allegations of the same parties and the depositions of the Witnesses adduced by them respectively have pronounced that the said Writing obligatory in the said Plaint of the said Vordarajaloo Naig mentioned is the Deed of the said William Abbott Richard Maitland and Benjamin

Roebuck and that they the said William Abbott Richard Arthur Maitland and Benjamin Roebuck do owe to and detain from the said Vordarajaloo Naig the said Sum of one thousand six hundred and seventy two Pagodas above demanded in manner and form as the said Vordarajaloo Naig Assignee as aforesaid hath above thereof complained against the said Wm. Abbott Richard Arthur Maitland and Benjamin Roebuck And the said Justices have assessed the damages sustained by the said Vordarajaloo Naig by reason of the detention of the said debt at the Sum of One hundred and thirty nine Pagodas thirty three fanams & seven 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 Vordarajaloo Naig Assignee as aforesaid recover against the said William Abbott, Richard Arthur Maitland and Benjamin Roebuck his debt and damages aforesaid And that the said William Abbott Richard Arthur Maitland and Benjamin Roebuck pay to the said Vordarajaloo Naig for his said Costs and Charges the sum of Two hundred and twenty three Pagodas and twenty eight fanams and the said William Abbott Richard Arthur Maitland and Benjamin Roebuck in Mercy &c. —

Judgment signed for the Plaintiff the 17th day of July 1809
J Shaw
Dy Potty

mercy

Second Term: 1809.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief of Justice, and the Honble Sir Benjamin Sulivan, Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine.—

Madras to Wit Rungapah Naick and Narrain Naig assignees of William Mc Taggart Esquire Sheriff of Madras put in their place on Daniel Neale their Attorney against William Abbott, Benjamin Roebuck and Sadras Venaigum Modelliar in a Plea of Debt.—

Madras to Wit The said William Abbott, Benjamin Roebuck and Sadras Venaigum Modelliar put in their place William Light their Attorney at the Suit of the said Rungapah Naick and Narrain Naig in the Plea aforesaid.—

Madras to Wit Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Rungapah Naick and Narrain Naig assignees of William Mc Taggart Esqr Sheriff of Madras by Daniel Neale their Attorney and brought into the said Court then there their Certain Plaint against William Abbott, Benjamin Roebuck and Sadras Venaigum Modelliar, 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 1809.

Madras to Wit. Rungapah Naick and Narrain Naig assignees of William M.c Taggart Esquire Sheriff of Madras according to the form of the Statute in such case made and provided by Daniel Neale their Attorney Complain of William Abbott and Benjamen Roebuck who are respectively of British Subjects and of Madras Venaiguen Moodelliar who is a Hindoo Inhabitant of Madras (and which said William Abbott and Benjamin Roebuck as such British Subjects and which said Madras Venaiguen Madelliar as such Hindoo Inhabitant of Madras are persons respectively Amenable to the Jurisdiction of this Honorable Court) of a Plea that they render to the said Rungapah Naick and Narrain Naig as such Assignees as aforesaid Two thousand Four hundred and Eighty four Star Pagodas of the lawful Money of Madras which they owe to and detain from the said Rungapah Naick and Narrain Naig. For that Whereas heretofore to wit on the Thirty first day of December in the year of Christ One Thousand eight hundred and eight at Madras the said William Abbott had

been

been arrested by and was in Custody of the said William Mc Taggart then being Sheriff of Madras under and by Virtue of a certain — Writ of our Lord the King called an alias Capias ad respondendum before them issued out of the Supreme Court of Judicature of our said Lord the King at Madras at the Suit of the said Rungapah Naick and Narrain Naig against the said William Abbott and directed to the Sheriff of Madras By which said Writ our said Lord the King commanded (as before our said Lord the King had Commanded) the said Sheriff — that he should arrest and take the said William Abbott then or late of Madras if he might be found in Madras and keep him safely so that the said Sheriff might — have his Body before the Justices of our said Lord the King in the Supreme Court of Judicature of our — said Lord the King at Madras aforesaid on Monday the Second day of January in the year One Thousand — eight Hundred and Nine to Answer to the said Rungapah Naick and Narrain Naig in a Suit to recover Five — Thousand One Hundred and Sixty Seven Star Pagodas — and Twenty Nine Fanams on Debt whereof the said Rungapah Naick and Narrain Naig had filed their

Plaint

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Plaint of record in the said Court of our said Lord the
King and to give sufficient security to be approved by
the said Court that he the said William Abbott woul
Stand to and perform the Judgment of the said Court
upon the premises and pay all such Sum and Sums
of Money as should be thereby awarded Nevertheless if the said
William Abbott so arrested should give the said Sheriff
Security by Sufficient Bail by their joint and several
Bond in the Sum of Two thousand Four hundred and
Eighty Four Star Pagodas that the said William Abbott
so arrested should appear at the time and place before
Mentioned and in all things perform the Exigency of
that Writ then our said Lord the King did thereby
authorize and require the said Sheriff to deliver the said
William Abbott to such Bail and that the said Sheriff
should have then there that Writ which said Writ had
been and was duly indorsed for bail for the said
Two thousand Four hundred and Eighty Four Star
Pagodas by Virtue of an affidavit of the Cause of Action
before then made and duly affiled in the said Supreme
Court according to the form of the Statute in such Case
made and provided and the said Rungapah Naick
and Narrain Naig in fact say that the said William
Abbott being so arrested and in Custody of the said

1809

Judgment Roll

Second Term

Section 17

William Mc Taggart being Sheriff as aforesaid at the Suit of the said Rungaiah Naick and Narrain Nay by Vertue of the said Writ he the said William Mc Taggart being Sheriff as aforesaid afterwards and before the return of the said writ to wit on the said Thirty first day of December in the year One Thousand eight hundred and eight aforesaid at Madras aforesaid and within the Bailiwick of the said William Mc Taggart as such Sheriff as aforesaid took bail for the appearance of the said William abbott at the return of the said Writ and that upon such Occasion the said William abbott and also the said Benjamin Roebuck and Sadras Venaiguen Moodelliar by their Certain Writing Obligatory Sealed with their Respective Seals and Commonly Called a Bail bond the date Whereof is the day and Year last aforesaid / and which is now Shewn to the Court of our Lord the King here acknowledged themselves to be held and firmly Bound to the said William Mc Taggart / by the name and addition of William Mc Taggart Esq" Sheriff of Madras in the said Two thousand Four hundred and Eighty Four Star Pagodas Lawful Money of Madras to be paid to the said William Mc Taggart or his Certain Attorney Executors

Administrators or assigns subject to and Dependent Nevertheless upon a Certain Condition to the said Writing &c Obligatory Subscribed to the effect following / that is to say if the said William Abbott should appear before the Supreme Court of Judicature at Madras on Monday the said Second day of January in the year One Thousand eight hundred and Nine to answer to the said Ramgopaul Naick and Narrain Naig in a suit to recover Five Thousand One hundred and Sixty Seven Star Pagodas and Twenty nine Fanams in Debt whereof the said Ramgopaul Naick and Narrain Naig had filed their Plaint of Record in the said Court and should give Sufficient Security to be approved of by the said Court that he the said William Abbott would stand to and perform the Judgement of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded then that the same obligation should be void and of no effect otherwise should be and remain in full force and Virtue as by the said &c writing obligatory and the Condition thereof relation being thereunto had may more fully and at large appear and the said Ramgopaul Naick and Narrain Naig in fact say that the said William Abbott did not appear before the Supreme Court of Judicature at Madras on Monday the Second day of January in the

hundred and Nine in the said Condition of the said writing
obligatory Mentioned and did not give such Security as
in the same Condition is Mentioned wherevby the said
Writing Obligatory became forfeited to the said William
Mc. Taggart as such Sheriff as aforesaid - and the said
Rungapah Naick and Narrain Naig further say that
the said writing Obligatory being so forfeited as aforesaid
and the Money therein Specified or any part thereof not
being paid or Satisfied to the said Sheriff he the said
Sheriff afterwards to wit on the Twenty fourth day of the
said Month of January in the Year One Thousand eight
hundred and Nine aforesaid at Madras aforesaid at the
Request Costs and Charges of the said Rungapah Naick and
Narrain Naig Plaintiffs in that Suit by an Indorsement
on the said writing Obligatory made in the presence of
and attested by two Credible Witnesses and Sealed with his
Seal of his office of Sheriff assigned the said writing obligatory
to the said Rungapah Naick and Narrain Naig according
to the forme of the Statute in such Case made and
provided as by the said assignment Indorsed on the said
Writing Obligatory as aforesaid and now Shewn to the
Court of our Lord the King here (the date whereof is the
day and year last aforesaid) more fully appears By means
whereof and by force of the Statute in such Case made

and

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and provided an Action hath accrued to the said Ramgopah
Naick and Narrain Naig as aforesaid to demand and have
of and from the said William Abbott Benjamin
Roebuck and Sadras Venaigoom Mondellier the sum
Two Thousand Four hundred and Eighty four Star
Pagodas above demanded yet the said William Abbott
Benjamin Roebuck and Sadras Venaigoom Mondellier
altho often requested &c have not nor have not hath
any or either of them yet paid the said Two Thousand
Four hundred and Eighty four Star Pagodas above
demanded or any part thereof But to pray the Same they
and every of them hath hitherto wholly refused and they
still do and each of them doth refuse to the damage
of the said Ramgopah Naick and Narrain Naig of Four
Thousand Star Pagodas and therefore they bring their
Suit &c.

And afterwards that is to say in the Second
Term in the Year One thousand Eight hundred and Nine
in the said Supreme Court of Judicature at Madras until
which Term the said William Abbott Benjamin
Roebuck and Sadras Venaigoom Mondellier had leave to
Imparlances imparl to the said Plaint and then to Answer the
Same come as well the said

Narrain Naig by their said Attorney as the said William Abbott Benjamin Roebuck and Sadras Venaigum Modelliar by their said Attorney - And the said William Abbott & Benjamin Roebuck and Sadras Venaigum Modelliar defend the Wrong and injury when &c. and say that the said Writing Obligatory in the said declaration Mentioned is not their deed in Manner and form as the said Rungapah Naig and Narrain Naig have above thereof Complained against them and of this they put themselves upon the Court &c.

And the said Rungapah Naig and Narrain Naig do the like.

And afterwards in this 2d Term for the Trial of the issue so as aforesaid joined between them came the parties aforesaid by their respective Attornies aforesaid And the Justices of this Court having heard examined and considered the Allegations of the same parties and the depositions of the Witnesses adduced by them respectively have pronounced that the said Writing Obligatory in the said Plaint of the said Rungapah Naick and Narrain Naig Mentioned is the Deed of the said William Abbott, Benjamin Roebuck and Sadras Venaigum Moodelliar and that they the said William Abbott, & Benjamin Roebuck and Sadras Venaigum Moodelliar do

one

owe to and detain from the said Rungapah Naick and Narrain Naig the said Sum of Two thousand four hundred and Eighty four Star Pagodas above demanded in Manner and Form as the said Rungapah Naick and Narrain Naig Assignees as aforesaid have above thereof Complained against the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodelliar And the said Justices have assessed the damages sustained by the said Rungapah Naick and Narrain Naig by reason of the detention of the said debt at the Sum of Fifty three Pagodas fifteen Fanams and Thirty one Cash over and besides their Costs and Charges by them about their suit in this behalf expended.—

It is therefore Considered and adjudged that the said Rungapah Naick and Narrain Naig Assignees as aforesaid recover against the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodelliar their debt and damages aforesaid— and that the said William Abbott, Benjamin Roebuck and Sadras Venaigum Moodelliar pay to the said Rungapah Naick and Narrain Naig for their said Costs and Charges the Sum of Two hundred and twenty Pagodas and thirty one Fanams And the said William Abbott, Benjamin Roebuck

Feuard Thun 1809

Sadras Venaigrun Medaillen in Mercy 5/-

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PLEAS before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one thousand eight hundred and Nine —

Madras to Wit — Vordarajaloo Naig and Moodooramah Pilly assignees of William M.c Taggart Esquire Sheriff of Madras put in their place Daniel Neale their Attorney against William Abbott, Richard Arthur Maitland, Benjamin Roebuck and Sadurangapatnam Venaiga Moodelliar in a Plea of Debt. —

Madras to Wit. The said William Abbott, Richard Arthur Maitland Benjamin Roebuck and Sadurangapatnam Venaiga Moodelliar put in their place, William Light their Attorney at the Suit of the said Vordarajaloo Naig and Moodooramah Pilly in the Plea aforesaid. —

Madras to Wit Be it Remembered that on the First Term in the year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Vordarajaloo Naig and Moodooramah Pilly assignees of William M.c Taggart Esquire Sheriff of Madras by Daniel Neale their Attorney, and brought into the said Court then there their certain Plaint against William Abbott, Richard Arthur Maitland, Benjamin Roebuck and Sadurangapatnam Venaiga Moodelliar 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

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Madras to Wit Vordanajaloo Naig and Madoora-
-nah Pilly assignees of William Mc Taggart
Esquire Sheriff of Madras according to the form of the
of the Statute in such case made and provided by
Daniel Neale their Attorney complain of William
Abbott, Richard Arthur Maitland and Benjamin
Roebuck who are respectively British Subjects and
of Sadurangapatnam Venaiga Moodelliar who is a
Hindoo Inhabitant of Madras (and which said William
Abbott, Richard Arthur Maitland and Benjamin
Roebuck as such British Subjects and which said Venaiga
Moodelliar as such Hindoo Inhabitant of Madras
Persons respectively Amenable to the Jurisdiction of this
Honorable Court) of a Plea that they render to the said
Vordanajaloo Naig and Madooranah Pilly as such
Assignees as aforesaid Seven hundred and Eighty four
Pagodas of the lawful Money of Madras which they owe
to and detain from the said Vordanajaloo Naig and
Madooranah Pilly For that Whereas heretofore to
wit on the Twenty first day of January in the Year of
Christ One thousand Eight hundred and Nine at
Madras the said Will

Maitland had been arrested by and were in custody of the said William Mc Taggart then being Sheriff of Madras under and by virtue of a certain Writ of our Lord the King called a Capias ad respondendum &c before them issued out of the Supreme Court of &c Judicature of our said Lord the King at Madras at the Suit of the said Vandarajaloo Naig and Mudava-=rah Pilly against the said William Abbott and Richard Arthur Maitland directed to the Sheriff of Madras by which said Writ our said Lord the &c King commanded the said Sheriff that he should arrest and take the said William Abbott and Richard &c Arthur Maitland then or late of Madras if they should be found in Madras or in any of the Factories or &c Territories subject to or dependant upon the Government thereof and keep them safely so that the said Sheriff might have their bodies before the Justices of our said Lord the King in the Supreme Court of Judicature of our said Lord the King at Madras aforesaid on &c Saturday the Twenty first day of the said Month of January to Answer to the said Vandarajaloo Naig and Mudaraviah Pilly in a Suit to recover Two thousand Star Pagodas in Assumpsit Whereof the said Vandarajaloo

Naig and Woodwarrah Billy had filed their Plaint of
Record in the said Court of our said Lord the King and
to give sufficient security to be approved by the said
Court that they the said William Abbott and Richard
Arthur Maitland would stand to and perform the
Judgment of the said Court upon the premises and
pay all such Sum and Sums of Money as should be
thereby awarded Nevertheless if the said William Abbott
and Richard Arthur Maitland so arrested should give
the said Sheriff Security by sufficient Bail by their joint
and several Bond in the Sum of Seven hundred and
Eighty four Star Pagodas that the said William Abbott
and Richard Arthur Maitland should appear at the
time and place before mentioned and in all things
perform the exigency of that Writ then our said Lord
the King did thereby authorize and require the said
Sheriff to deliver the said William Abbott and Richard
Arthur Maitland to such Bail and that the said
Sheriff should have there then that Writ which said
Writ had been and was duly endorsed for Bail for
the said Seven hundred and Eighty four Star
Pagodas by virtue of an affidavit of the Cause of Action
before then made and duly

Court according to the form of the Statute in such
case made and provided_ And the said Vondavajaloo
Naig and Moodooramah Pilly in fact say that the said
William Abbott and Richard Arthur Maitland being
so arrested and in custody of the said William Mc
Taggart being Sheriff as aforesaid at the Suit of the
said Vondavajaloo Naig and Moodooramah Pilly by virtue
of the said Writ he the said William Mc Taggart
being Sheriff as aforesaid afterwards and before the return
of the said Writ to wit on the said Twenty first day
of January in the Year One thousand & Eight
hundred and Nine aforesaid at Madras aforesaid and
within the Bailiwick of the said William Mc Tag-
-gart as such Sheriff as aforesaid took Bail for
the appearance of the said William Abbott and Richard
Arthur Maitland at the return of the said Writ and
that upon such occasion the said William Abbott
and Richard Arthur Maitland and also the said
Benjamin Roebuck and Venaiga Moodelliar by
their certain Writing Obligatory Sealed with their
respective Seals and commonly called a Bail Bond
the date Whereof is the day and year last aforesaid
(and which is now shewn to the Court of our Lord

the King here) acknowledged themselves to be held and firmly bound to the said William Mc Taggart (by the Name and addition of William Mc Taggart Esq.r Sheriff of Madras) in the said Seven hundred and Eighty four Pagodas Lawful Money of Madras to be paid to the said William Mc Taggart or his certain Attorney Executors and Administrators or Assigns subject to and dependent nevertheless upon a certain Condition to the said Writing Obligatory Subscribed to the effect following (that is to say) if the said William Abbott and Richard Arthur Maitland should appear before the Supreme Court of Judicature at Madras on Saturday the Twenty first day of the said Month of January to Answer to the said Vordanajaloo Naig and Moodooramah Killy (by the Names of Vordanajaloo Naig and Moodooramah Killy) in a Suit to Recover Seven Hundred and Star Pagodas in Assumpsit whereof the said Vordanajaloo Naig and Moodooramah Killy had filed their Plaint of Record in the said Court and should give sufficient Security to be approved of by the said Court that they the said William Abbott and Richard Arthur Maitland would Stand to and Perform the Judgment of the said Court upon the premises and pay all such

Sum and Sums of Money as should be thereby Amended
then that the same Obligation should be void and of
no effect otherwise should be and remain in full force
and Virtue as by the said Writing Obligatory and the
Condition thereof relation being thereunto had may
more fully and at large appear And the said Vordam-
-joloo Naig and Moodooramah Pilly in fact say that the
said William Abbott and Richard Arthur Maitland
did not appear before the Supreme Court of Judicature
at Madras on Saturday the Twenty first day of
January in the said Condition of the said Writing
Obligatory mentioned and did not give such Security
as in the same Condition is mentioned whereby the
the said Writing Obligatory became forfeited to the
said William Mc. Taggart as such Sheriff as afore
=said - And the said Vordarajoloo Naig and Moodoora-
=mah Pilly further say that the said Writing
Obligatory being so forfeited as aforesaid - And the
Money thereon Specified or any part thereof not being
paid or satisfied to the said Sheriff he the said
Sheriff afterwards to wit on the Seventh day of February
in the Year One thousand Eight hundred and
Nine aforesaid at Madras aforesaid at the Request Costs

and Charges of the said Vordamajoloo Naig and Madooramah Pilly Plaintiffs in that Suit by an indorsement on the said Writeing Obligatory made in the presence of and attested by two Credible Witnesses and Sealed with his Seal of his Office of Sheriff assigned the said Writeing Obligatory to the said Vordamajoloo Naig and Madooramah Pilly (by the Names of Vardadamajoloo Naig and Madooramah Pilay) according to the form of the Statute in such case made and provided as by the said Assignment indorsed on the said Writeing Obligatory as aforesaid and now thereon to the Court of our Lord the King here (the date whereof is the day and year last aforesaid) more fully appears By means whereof and by force of the statutes in such case made and provided an Action hath accrued to the s^d Vandamajoloo Naig and Madooramah Pilly as Assignees of the said William Mc Taggart Sheriff as aforesaid to demand and have of and from the said William Abbott Richard Arthur & Maitland Benjamin Roebuck and Sadarangapatnam Venaiga Modelliar the said Seven hundred and Eighty four Pagodas above demanded yet the said William Abbott, Richard Arthur Maitland, Benjamin Roebuck and Sadarangapatnam Venaiga Modelliar (altho often requested &c) have not nor have nor hath any or either of them yet paid the said

above demanded or any part thereof But to pay the same they and every of them hath hitherto Wholly refused and they still do and each of them doth refuse To the damage of the said Vardanajaloo Naig and Moodooramah Pilly of One Thousand Star Pagodas and therefore they bring &c their Suit &c.

And afterwards that is to say in the Second Term in the Year One Thousand Eight hundred and Nine in the said Supreme Court of Judicature at Madras until which Term the said William Abbott Richard Arthur Maitland &c Benjamin Roebuck and Sadarangapatnam Venaiga Moodelliar had leave to imparl to the said Plaint &c and then to Answer the same came as well the said Vardanajaloo Naig and Moodooramah Pillay by their said Attorney as the said William Abbott &c Richard Arthur Maitland Benjamin Roebuck and Sadarangapatnam Venaiga Moodelliar by their said Attorney And the said William Abbott Richard Arthur Maitland Benjamin Roebuck and Sadarangapatnam Venaiga Moodelliar defend the wrong and injury when &c and say that the said Writing Obligatory in the said Declaration &c

Imparlance

mentioned is not their Deed in manner and form as
the said Vandavajaloo Naig and Madooramah Pillay
have above thereof complained against them and of
this they put themselves upon the Court &c
And the said Vandavajaloo Naig and
Moodooramah Pillay do the like —
And afterwards in this Second Term of the
year One thousand Eight hundred and Nine for the Trial
of the issue so as aforesaid joined between them came the
parties aforesaid by their respective Attornies aforesaid And
the Justices of this Court having heard Examined and
Considered the allegations of the same parties and the
depositions of the Witnesses adduced by them respectively
have pronounced that the said Writing Obligatory in the
said Plaint of the said Vandavajaloo Naig and Moodooramah
Pillay mentioned is the Deed of the said William
Abbott, Richard Arthur Maitland, Benjamin Roebuck and
Sadavangapatam Venuiga Moodelliar and that they the said
William Abbott, Richard Arthur Maitland, Benjamin
Roebuck and Sadavangapatam Venuiga Moodelliar do owe
to and detain from the said Vandavajaloo Naig and
Moodooramma Pillay the said Sum of Seven hundred and
Eighty four Pagodas above demanded

as the said Vordanajalo Naig and Moodoorama Pilly
assignees as aforesaid have above thereof Complained
against the said William Abbott, Richard Arthur
Maitland, Benjamin Roebuck and Sadarangapatam
Venaiga Moodelliar. And the said Justices have
assessed the damages sustained by the said Vordarajaloo
Naig and Moodoorama Pilly by reason of the detention
of the said debt at the Sum of Forty four Pagodas
ten fanams and ten Cash over and besides their Costs
and Charges by them about their Suit in this behalf
expended -

It is therefore Considered and adjudged
that the said Vordarajaloo Naig and Moodoorama
Pilly assignees as aforesaid Recover against the said
William Abbott, Richard Arthur Maitland, Benjamin
Roebuck and Sadarangapatam Venaiga Moodelliar
their debt and damages aforesaid. And that the said
William Abbott, Richard Arthur Maitland, Benjamin
Roebuck and Sadarangapatam Venaiga Moodelliar pay
to the said Vordarajaloo Naig and Mooddorama Pilly for
their said Costs and Charges the Sum of Two
Hundred and Nineteen Pagodas and eleven fanams
And the said William Abbott, Richard Arthur

Second Term. 1809

Maitland, Benjamin Roebuck and Sadasivagopatam
Venaya Moodelliar in Mercy &c

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# Second Term 1809

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sulivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year one Thousand eight hundred and Nine.

Madras to Wit Vordarajah Assignee of William McTaggart Esquire Sheriff of Madras puts in his place Daniel Neale his Attorney against William Abbott, Benjamin Roebuck and Sadgopiga-patnam Venaiga Moodelliar in a Plea of Debt—

Madras to Wit The said William Abbott, Benjamin Roebuck and Sadasivagapatnam Venaiga Moodelliar put in their place William Light their Attorney, at the Suit of the said Vordarajah in the Plea aforesaid—

Madras to Wit Be it Remembered That on the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Vordarajah Assignee of William McTaggart Esquire Sheriff of Madras by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against William Abbott, Benjamin Roebuck and Sadasivagapatnam Venaiga Moodelliar 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

Madras to Wd. Vordarajah assignee of William Mc. Taggart Esquire Sheriff of Madras according to the form of the Statute in such Case made and provided by Daniel Neale his Attorney Complains of William Abbott and Benjamin Roebuck who are respectively British Subjects and of Sadus-ringapatnam Venaiga Moodelliar who is a Hindoo Inhabi-tant of Madras (and which said William Abbott and Benjamin Roebuck as such British Subjects and which said Sadusingapatnam Venaiga Moodelliar as such a Hindoo Inhabitant of Madras are persons respectively — amenable to the Jurisdiction of this Honorable Court) of a Plea that they render to the said Vordarajah as such assignee as aforesaid one thousand one hundred and Sixty Pagodas of the lawful Money of madras which they owe to and detain from the said Vordarajah For that Whereas — heretofore to wit on the twenty first day of January in the Year of Christ One thousand Eight hundred and nine at Madras the said William Abbott had been arrested by and was in custody of the said William Mc. Taggart then being Sheriff of Madras under and by virtue of a certain Writ of our Lord the King called a Capias ad respondendum before them issued out of the Supreme Court of Judicature of our said Lord the King at madras at the

Seed of the said Vordanajah against the said William Abbott and directed to the Sheriff of madras - By which said writ our said Lord the King commanded the said Sheriff that he should arrest and take the said William Abbott then of late of Madras if he should be found in Madras or in any of the factories or Territories subject to or dependent upon the Government thereof and keep him safely so that the said Sheriff might have his Body before the Justices of our said Lord the King in the Supreme Court of Judicature of our said Lord the King at Madras aforesaid on Saturday the twenty first day of the same month of January to answer to the said Vordanajah in a Plea to recover three thousand and four hundred Star Pagodas thirty Eight fanams and Sixty Cash in debt wherein the said Vordanajah had filed his Plaint of record in the said Court of our said Lord the King and to give sufficient security to be approved by the said Court that he the said William Abbott would Stand to and perform the Judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded - Nevertheless if the said William Abbott so arrested should give the said Sheriff security by sufficient Bail by their joint and several Bond in the Sum of One thousand one hundred and Sixty Pagodas that the said William Abbott should appear

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Judgment Roll

Third

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of

Section 18

mentioned and in all things perform the Exigency of that writ Then our said Lord the King did thereby authorize and require the said Sheriff deliver the said William Abbott to such Bail - and that the said Sheriff should have then that writ which said writ had been and was duly indorsed for Bail for the said One thousand one hundred and Sixty Star Pagodas by virtue of an affidavit of the cause of action before then made and duly affiled in the said Supreme Court according to the form of the Statute in such Case made and provided - And the said Verdanayah in fact saith that the said William Abbott being so arrested and in Custody of the said William Mc Taggart being Sheriff as aforesaid at the Suit of the said Verdanayah by virtue of the said writ he the said William Mc Taggart being Sheriff as aforesaid afterwards and before the return of the said writ to wit on the said twenty first day of January in the year One thousand Eight hundred and Nine aforesaid at Madras aforesaid and within the Bailiwick of the said William Mc Taggart as such Sheriff as aforesaid took bail for the appearance of the said William Abbott at the return of the said writ And that upon such occasion the said William Abbott and also the said Benjamin Roebuck and Sadueringapatnam Venaiya Moodelliar by their certain writing obligatory Sealed with their respective Seals and commonly called a Bail Bond the date whereof is the day and Year last aforesaid (and which is now shewn to the Court of our Lord the King here) acknowledged themselves

to

to be held and firmly bound to the said William Mc. Taggart (by the Name and addition of William Mc. Taggart Esqr. Sheriff of Madras) in one thousand one hundred and Sixty Pagodas Lawful Money of Madras. To be paid to the said William Mc. Taggart or his certain Attorney Executors administrators or Assigns Subject to and dependent nevertheless upon a certain Condition to the said Writing obligatory Subscribed to the effect following (that is to say) if the said William Abbott should appear before the Supreme Court of Judicature at Madras on Saturday the said twenty first day of January to answer to the said Vordanajah (by the name of Vandanajah) in a Suit to recover three thousand and four hundred Star Pagodas & thirty Eight Fanams and sixty Cash in debt Whereof the said Vordanajah had filed his Plaint of Record in the said Court and should give sufficient Security to be approved of by the said Court that he the said William abbott would abide stand to and perform the Judgment of the said Court upon the premises and pay all such Sum and Sums of Money as should be thereby awarded then that the same obligation should be void and of no effect otherwise should be and remain in full force and virtue as by the said writing obligatory and the condition thereof relation being thereunto had may more fully and at large appear. And the

said William M^c^ Laggart did not appear before the Supreme Court of Judicature at Madras on Saturday the said twenty first day of January in the said Condition of the said writing obligatory mentioned and did not give such Security as in the same condition is mentioned whereby the said Writing obligatory became forfeited to the said William M^c^ Laggart as Sheriff as aforesaid And the said Vordanajah further saith that the said Writing obligatory being so forfeited as aforesaid and the Money thereein specified or any part thereof not being paid or satisfied to the said Sheriff he the said Sheriff afterwards to wit on the Seventh day of February in the Year One thousand Eight hundred and Nine aforesaid at Madras aforesaid at the request Costs and Charges of the said Vordanajah Plaintiff in that Suit by an indorsement on the said writing obligatory made in the presence of and attested by two Credible Witnesses and Sealed with the Seal of his office of Sheriff assigned the said writing obligatory to the said Vordanajah (by the name aforesaid of Vardanajah) according to the Form of the Statute in such case made and provided as by the same assignment indorsed on the said writing obligatory as aforesaid and now Shewn to the Court of our Lord the King here (the date whereof is the day and year last aforesaid) more fully appears- By means whereof and by

force of the Statute in such Case made and provided. An action hath accrued to the said Vordanajah as Assignee of the said William Mc Taggart Sheriff as aforesaid to demand and have of and from the said William Abbott & Benjamin Roebuck and Sadurangapatnam Venaiga Modellier the said One Thousand One hundred and Sixty Pagodas above demanded Yet the said William Abbott Benjamin Roebuck and Sadurangapatnam Venaiga Modellier (altho often requested &c) have not nor have nor hath any or either of them yet paid the said One Thousand One Hundred and Sixty Pagodas above demanded or any part thereof But to pay the same they and every of them hath & hitherto wholly refused and they still do and each of them doth refuse. To the damage of the said Vordanajah of Two Thousand Two Pagodas and therefore he brings &c his Suit &c.

And afterwards that is to say in the second Term in the Year One Thousand Eight hundred and Nine in the said Supreme Court of Judicature at Fort Madras until which Term the said William Abbott Benjamin Roebuck and Sadurangapatnam Venaiga Modellier had leave to imparl to the said Plaint and then to Answer the same came as well the said Vordanajah by his said Attorney as the said William Benjamin Roebuck and

Imparlances

said William Abbott Benjamin Roebuck and Sadurangapatnam Venaiga &c
Modelliar defend the wrong and injury when &c and
say that the said Writing Obligatory in the said Declaration
mentioned is not their Deed in manner and form as the
said Vordavajah hath above thereof Complained against
them and of this they put themselves upon the Court &c
And the said Vordavajah doth
the like ..

And afterwards in this Second Term of the
year One Thousand eight hundred and Nine for the
Trial of the Issue so aforesaid joined between them
came the Parties aforesaid by their respective Attornies
aforesaid. And the Justices of this Court having heard
Examined and considered the Allegations of the same
parties and the Depositions of the Witnesses adduced by them
respectively have pronounced that the said Writing
Obligatory in the said Plaint of the said Vordavajah
mentioned is the Deed of the said William Abbott
Benjamin Roebuck and Sadurangapatnam Venaiga
Modelliar and that they the said William Abbott Benj.n Roebuck
and Sadurangapatnam Venaiga Modelliar do owe to and
detain from the said Vordavajah the said Sum of One

Thousand One hundred and Sixty Pagodas above demanded
in manner and form as the said Vordavajah Assignee
as aforesaid hath above thereof complained against the
said William Abbott, Benjamin Roebuck and Sadurangapa-
=tatnam Venaiga Moodelliar.—

It is therefore considered and adjudged
that the said Vordavajah Assignee as aforesaid Recover
against the said William Abbott, Benjamin Roebuck
and Sadurangapatnam Venaiga Moodelliar his said
Debt— And that the said William Abbott, Benjamin
Roebuck and Sadurangatnam Venaiga Moodelliar pay to
the said Vordavajah as well for his damages sustained by
occasion of the detention of the said debt as for his Costs—
and Charges laid out by him about his said in this be-
behalf the Sum of Two Hundred and eleven Pagodas and
thirteen Fanams— And the said William Abbott
Benjamin Roebuck and Sadurangapatnam Venaiga
Moodelliar in Mercy &c.—

Second Term 1809

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# Second Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year one thousand & eight hundred and Nine. —

Fort Saint George } Richard Arthur Maitland Esq.r puts in his place &c
Madras to Wit } William Light his Attorney against George Westcott Esq.r
in a Plea of Debt. —

Fort Saint George } The said George Westcott puts in his place Fownes &c
Madras to Wit } Disney his Attorney at the Suit of the said Richard
Arthur Maitland in the Plea aforesaid —

Fort Saint George } Be it Remembered that on the Second Term
Madras to Wit } in the Year one thousand eight hundred and Nine
before the Supreme Court of Judicature at Madras &
came Richard Arthur Maitland Esq.r by William
Light his Attorney and brought into the said Court
then there his certain Plaint against George Westcott
Esq.r in a Plea of Debt. and there are Pledges
for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say

Fort Saint George

Second Term 1809.

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Plaintiff in debt filed 29th November 1809

Fort Saint George Madras to Wit. Richard Arthur Maitland Esqr by William Light his Attorney &c Complains of George Westcott Esqr a British Subject and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea that he the said George Westcott do render unto him the said Richard Arthur Maitland the Sum of Six Thousand and Seventy Seven Star Pagodas Twenty Nine Fanams and Twenty Cash &c which he owes to and unjustly detains from him For that Whereas the said George Westcott heretofore to wit on the Twenty Ninth day of April in the Year of Our Lord One Thousand Eight hundred and Nine at Madras aforesaid by his certain Writeing Obligatory Sealed with the Seal of the said George Westcott and to the Court &c now shewn the date whereof is on the day and year aforesaid Acknowledged himself to be held and firmly bound unto the said Richard Arthur Maitland in the said Sum of Six Thousand and Seventy Star Pagodas Twenty Nine Fanams and Twenty Cash to be paid to the said Richard Arthur Maitland when he the said George Westcott should be thereto afterwards requested Yet the said George Westcott although often &c

requested to pay the same hath not yet paid the said
Sum of Six Thousand and Seventy Seven Star
Pagodas Nine Fanams and Twenty Cash above demanded
or any part thereof to the said Richard Arthur Maitland
but to pay the same or any part thereof to the said
Richard Arthur Maitland he the said George Westcott
hath hitherto wholly refused and still doth refuse to
the said Richard Arthur Maitland his Damage
of Ten Star Pagodas and therefore he brings his
Suit &c.

And the said George Westcott Esquire by
Fownes Disney his Attorney comes and defends the
wrong and Injury when &c And says that he cannot
deny the said Action of the said Richard Arthur
Maitland Esquire nor but that the said Bond in the
said Plaint Mentioned is the Deed of the said George
Westcott now but that he the said George Westcott owes to
and detains from the said Richard Arthur Maitland
the said Six Thousand and Seventy Seven Star Pagodas
Seventy Nine Fanams and Twenty Cash in Manner and from
as the said Richard Arthur Maitland hath above thereof
Complained against him Wherefore it is Considered that the
said Richard Arthur Maitland recover against the

Judgment by Confession

Judgment signed for the Plaintiff the 2 day of November 1809 as of the Second Term of the same Year by Order of Court

said George Westcott his said Debt and also Seventy one Sterling Pounds and Twenty Shillings 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 Richard Arthur Muttlewood by his Assent and the said George Westcott in Mercy &c.

Mercy

Thirs Term 1809

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Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benja=min Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one Thousand eight hundred and Nine.

Madras to Wit Mahomed Saib puts in his place Gilbert Ricketts his Attorney against Collatore Narsingiah Branimy in a Plea of Debt.

Madras to Wit The said Collatore Narsingiah Branimy in his proper person at the Suit of the said Mahomed Saib in the Plea aforesaid.

Madras to Wit Be it Remembered that as of the Fourth Term in the Year one Thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Mahomed Saib by Gilbert Ricketts his Attorney and brought into the said Court then there his certain Plaint against Collatore Narsingiah Branimy 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.

4 Folio

Third Term 1809

Plaint in debt
filed 11 November 1808 £5.

Madras to Wit. Mahomed Said by Gilbert Pickette his Attorney Complains of Collatore Narsingeah Branniny 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 Mahomed Said Five thousand Six hundred and fifty Star Pagodas Current Money of Madras which he the said Collatore Narsingeah Branniny owes to and unjustly detains from him For that Whereas the said Collatore Narsingeah Branniny heretofore to wit on the first day of August in the Year of Christ One thousand Eight hundred and Eight at Madras aforesaid by his certain writing Obligatory sealed with the Seal of him the said Collatore Narsingeah Branniny and to the Court now here shewn the date whereof is the same day and year aforesaid acknowledged himself (by the name and addition of Collatore Narsingeah Branniny of Madras Inhabitant to be) held and firmly bound to the said Mahomed Said (by the name and addition of Mahomed Said also the same place Inhabitant) in the penal sum of Five thousand six hundred and fifty Star Pagodas Current money aforesaid to be paid to the said Mahomed Said

when he the said Collatore Narasingiah Branmy should be thereto afterwards requested. Yet the said Collatore Narasingiah Branmy although often requested hath not yet paid the said Sum of Five Thousand Six hundred and fifty Star Pagodas above demanded or any part thereof to the said Mahomed Saib but to pay the same or any part thereof to the said Mahomed Saib he the said Collatore Narasingiah Branmy hath hitherto Wholly refused and still doth refuse to the damage of the said Mahomed Saib of one hundred Pagodas and therefore he brings Suit &c.

Tried Eyre

And now in the Second Term in the Year of our Lord One Thousand Eight hundred and Nine that is to say on the Fifth day of April in that Year until which day was given as well to the said Mahomed Saib as to the said Collatore Narsingiah Branmy to inform the Court of the premises comes the said Mahomed Saib by his Attorney aforesaid and the said Collatore Narasingiah Branmy although solemnly demanded came not nor did he say any thing in bar or preclusion of the said action of the said Mahomed Saib Whereby the said Mahomed Saib

remains

4660 Third Term 1809

Plaint in Debt Madras to Wit Mahomed Saib by Gilbert Richetts
filed 11 November his Attorney Complains of Collatore Narsingiah Branniny
1808 L.
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 Mahomed Saib
Five thousand Six hundred and fifty Star Pagodas
Current Money of Madras which he the said Collatore
Narsingiah Branniny owed to and unjustly detains from
him For that Whereas the said Collatore Narsingiah
Branniny heretofore to wit on the first day of August in
the Year of Christ One Thousand Eight hundred and Eight
at Madras aforesaid by his certain writing Obligatory Sealed
with the Seal of him the said Collatore Narsingiah
Branniny and to the Court now here shewn the date
whereof is the same day and year aforesaid acknowledged
himself (by the name and addition of Collatore
Narsingiah Branniny of Madras Inhabitant to be
held and firmly bound to the said Mahomed Saib
(by the name and addition of Mahomed Saib also the
same place Inhabitant in the penal sum of Five
Thousand Six hundred and fifty Star Pagodas current
money aforesaid to be paid to the said Mahomed Saib

when he the said Collatore Narasingiah Braniny
should be thereto afterwards requested. Yet the said
Collatore Narasingiah Braniny although often
requested hath not yet paid the said Sum of Five
thousand Six hundred and fifty Star Pagodas above
demanded or any part thereof to the said Mahomed Saib
but to pay the same or any part thereof to the said
Mahomed Saib he the said Collatore Narasingiah
Braniny hath hitherto Wholly refused and still doth
refuse to the damage of the said Mahomed Saib of one
hundred Pagodas and therefore he brings Suit &c.

And now in the Second Term in the
Tried & Parke Year of our Lord One Thousand Eight hundred
and Nine that is to say on the Fifth day of April
in that Year until which day was given as well to the
said Mahomed Saib as to the said Collatore Narsing-
iah Braniny to inform the Court of the Premises
comes the said Mahomed Saib by his Attorney aforesaid and
the said Collatore Narasingiah Braniny although
solemnly demanded came not nor did he say any
thing in bar or preclusion of the said Action of the said
Mahomed Saib Whereby the said Mahomed Saib

remains

remains therein undefended against the said Collator
Narsingiah Branniny and the Justices of this Court
having heard the allegations of the said Mahomed
Said and examined the truth thereof and duly
considered the Evidence produced on the part of the
said Mahomed Said say that the said Writeing
obligatory in the said Plaint mentioned is the deed of
the said Collator Narsingiah Branniny in manner
and form as the said Mahomed Said hath above in
Judgment signed for the Plaintiff the 19. day of July 1809 Shaw & Poothy
that behalf alledged Therefore it is considered that the
said Mahomed Said do Recover against the said
Collator Narsingiah Branniny his said Debt and
also one Hundred and Eighty five Pagodas and
Eleven Fanams for his Costs and Charges by the Court
now here adjudged to the said Mahomed Said with
Mercy his assent, and the said Collator Narsingiah
Branniny in Mercy &c

Third Term 1809

Third Term 1809

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Nine

Fort St George
Madras ss } John Doe on the Several demises of Nabob Mullickul Nissa Begum and Mauzed doulah Bahauder puts in his place Fawnes Dicey his Attorney against Sondawaroyen in a Plea of Trespass and Ejectment.

Fort St George
Madras ss } The said Sondawaroyen puts in his place Robert Orme his Attorney at the Suit of the said John Doe in the Plea aforesaid.

Fort St George
Madras ss } Be it Remembered that on Second Term in the Year one thousand eight hundred & Nine before the Supreme Court of Judicature at Madras came John Doe by Fawnes Dicey his Attorney and brought into the said Court then there his certain Plaint against Sondawaroyen in a Plea of Trespass & Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Roe whereof said Plaint follows in these Words that is to say

Fort St George

Fort St George Madras ss John Doe of Madras
Inhabitant by Fowkes Pinney his Attorney complains
of Sondawarayen being an Hindoo Inhabitant of Madras,
and as such a person subject to the jurisdiction of this
Honble Court. For that Whereas Nabob Mullick-ul-
Nissa Bagum and Mauzid dowlah Bahauder heretofore
to wit on the first day of January in the Year One
thousand eight hundred and nine had demised granted
and to farm let out to the said John Five Messuages
Five Tenements, Five buildings, Five Out houses, Five
Stables, Ten Acres of Garden ground, Ten Acres of Arable
land, Ten Acres of Waste land and Ten Acres of other land
with the appurtenances thereunto belonging Situate lying
and being at Noorgumbaukum within the jurisdiction
of this Honble Court as fixed for Natives - To have
and to hold the same from the said First day of January
in the Year aforesaid for during and unto the full end
and term of five Years then next ensuing and fully to
be completed and ended by virtue of which said
demise the said John entered into the said premises
and was possessed thereof until the said Sondawarayen
afterwards to wit on the second day of January in the Year
aforesaid with force and arms &c. entered into the premises

Plaintiff Gentmens
filed 24th March
1809

aforesaid with the Appurtenances in the possession of the said John, and then and there ejected drove out and removed the said John from his said Farm, his said term thereon not being yet ended and him the said John so ejected drove out and removed hath kept out and still doth keep from his possession thereof. And Whereas also the said Nabob Mullick did Nisan Bagaram on the first day of January in the year aforesaid had demised granted and to farm let out to the said John Five or other Messuages, Five other Tenements, Five other buildings, Five other Outhouses, Five other Stables, Ten Acres of other Garden ground, Ten Acres of other Arable land Ten Acres of other Waste land and ten Acres of other land with the Appurtenances thereunto belonging Situate lying and being at Noongumbaukum within the jurisdiction of this Honble Court as fixed for Natives - To have and to hold the same from the said first day of January in the Year aforesaid for during and unto the full end and term of five Years then next ensuing and fully to be compleated and ended by virtue of which said demise the said John entered into the said Premises and was possessed thereof until the said Tondaswayen afterwards to

not on the second day of January in the Year aforesaid with
force and Arms &c. entered into the premises aforesaid
with the appurtenances in the possession of the said John
and them and there ejected drove out and removed the said
John from his said from his said term therein
not being yet ended and hath the said John so ejected
drove out and removed hath kept out and still doth
keep from his possession thereof And Whereas also the
said Manzid dowlah Bahander on the first day of January
in the Year aforesaid had demised granted and to farm
let out to the said John five other Messuages, Five other
Tenements, Five other buildings, Five other outhouses,
Five other Stables, Ten Acres of other Garden Ground, Ten
Acres of other Arable land, ten Acres of other Waste land
and ten Acres of other land with the appurtenances thereunto
belonging Situate lying and being at Noongambaukum
within the jurisdiction of this Honble Court as fixed for
Natives - To have and to hold the same from the said
first day of January in the Year aforesaid for during
and unto the full end and term of five years then
next ensuing and fully to be completed and ended, by
virtue of which said demise the said John entered
into

into the said premises and was possessed thereof until the said Londavarayen afterwards to wit on the Second day of January in the year aforesaid with force and Arms &c entered into the premises aforesaid with the appurtenances in the possession of the said John and there and there ejected drove out and removed the said John from his said farm, his said term therein not being yet ended and him the said John dispossessed drove out and removed hath kept out and still doth keep from his possession thereof and other injuries to him then and there did against the peace of our lord the King and to the damage of the said John of One hundred Star pagodas, and therefore he brings his suit &c.

And afterwards that is to say in the same Second Term of the said Year One thousand Eight hundred & and Nine the said Londavarayen Mudeliar by Robert Byrne his Attorney comes and defends the force and injury when &c and says That he is not guilty of the Trespass and Ejectment above laid to his charge in manner and form as the said John Doe hath above thereof complained against him and of this he puts himself upon the Court &c.

Plea filed 28 March 1809 J.S.

Issue Joined J.S.

And the said John Doe by Fawnes Deputy his Attorney doth the like.

Afterwards that is to say

day of April in the Second Term of the Year One Thousand
eight hundred and Nine, until which day was given as well
to the said John Doe as to the said Tondavarroya Modelliar
to inform the Court of the premises, came before the Court as
well the said John Doe by his Attorney aforesaid as
the said Tondavarroya Modelliar by his Attorney aforesaid.
And the Justices of the said Court having heard the
allegations of the said parties and examined the truth
thereof and duly and deliberately considered the evidence
produced on both Sides say, that the said Tondavarroya
Modelliar is guilty of the Trespass and Ejectment above
laid to his charge in manner and form as the said
John Doe hath above thereof complained against him
Therefore it is considered by the said Justices of the said Court
that the said John Doe do recover against the said
Tondavarroya Modelliar his said Terrm yet to come of and
in the Tenements aforesaid with the Appurtenances, and
also the Sum of Two Hundred and Fifteen Pagodas for
his costs and Charges by the Court now here adjudged to the
said John Doe and with his assent, and let the said
Tondavarroya Modelliar be taken &c. And Thereupon
the said John Doe prays the Writt of our said Lord the

Judgment signed for the Defendt
of the Plaintiff
the 25th Day of
July 1809.
J Shaw
Dy Sheriff

King

No 52

King to be directed to the Sheriff of Madras to cause the
said John Doe to have possession of his said term yet to
come of and in the tenements aforesaid with the
appurtenances. And it is granted to him &c.

1809

Judgment Roll

Third Terr.

Section 19

Third Term 1809

422 Third Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year one Thousand eight hundred and Nine.

Fort Saint George } Madandroo Menearonnah puts in her place Pownes
Madras ss } Disney her Attorney against Yaulpaunan Paretory Muricah
Caderaunan in a Plea of Trespass on the Case.

Fort Saint George } The said Yaulpaunan Paretory Muricah Caderaun-
Madras ss } nan puts in his place William Light his Attorney at the Suit
of the said Madandroo Menearonnah in the Plea aforesaid.

Fort Saint George } Be it Remembered that in the Third Term in
Madras ss } the Year one thousand eight hundred and Nine before the
Supreme Court of Judicature at Madras came Madandroo
Menearonnah by Pownes Disney her Attorney and
brought into the said Court then there her Certain
Plaint against Yaulpaunan Paretory Muricah Caderaun-
nan in a Plea of Trespass on the Case, and there
are Pledges for the Prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say

Fort Saint George.

Plaint in Assumpsit filed 18th July 1809 D.J.

Fort Saint George Madras ss Madarendroo Menecammah of Madras Inhabitant by Fannes Darcy his Attorney Complains of Yaulpaunam Paretory Muricah Caderaumman being an Heindoo Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court For that Whereas the said Yaulpaunam Paretory Muricah Caderaumman heretofore to wit on the Fifteenth day of March in the Year One thousand eight hundred and three at Madras aforesaid made his Certain Note in writing in the Malabar language according to the laws and Customs of such Heindoo Natives of India his own proper hand being thereunto Set and Subscribed bearing date the same day and year aforesaid and then and there delivered the said Note in writing to the said Madarendroo Menecammah by which said Note he the said Yaulpaunam Paretory Muricah Caderaumman Acknowledged to have Borrowed and Received of the said Madarendroo Menecammah the Sum of One thousand Four hundred and twenty Nine Star Pagodas of Current Money of Madras which Sum he the said Yaulpaunam Paretory Muricah Caderaumman did thereby engage to repay to the said Madarendroo Menecammah 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 laws and Customs of such Heindoo Natives of India he the said Yaulpaunam Paretory Muricah Caderaumman then

and

and there became liable to pay to the said
Madaundroo Menenammah the said Sum of
Money in the said Note Contained According to the
tenor and effect of the said Note. And being so
liable he the said Yaulpaumam Paretory Muniah
Caderaumman in Consideration thereof afterwards
to wit on the Same day and Year aforesaid at
Madras aforesaid undertook and then and there faith-
fully promised the said Madaundroo Menenammah
to pay her the said Sum of Money in the aforementioned
Note Contained According to the tenor and effect of the
said Note - And Whereas also the said Yaulpaumam
Paretory Muniah Caderaumman afterwards to wit on the
Same day and Year last aforesaid at Madras aforesaid
was indebted to the said Madaundroo Menenammah
in other One thousand four hundred and twenty Nine
Star Pagodas of Current Money of Madras aforesaid for
Somuch Money by the said Madaundroo Menenammah before that
time lent and Advanced to the said Yaulpaumam
Paretory Muniah Caderaumman and at his Special
instance and Request and being So indebted he the
said Yaulpaumam Paretory Muniah Caderaumman
in Consideration thereof afterwards to wit on the Same
day and Year last

undertook and then and there faithfully promised the
said Madaundroo Menearunnah to pay her the
aforementioned Sum of Money when he should be
thereunto afterwards Requested And Whereas also the
Gaudpaunam Pavelory Muricah Cadevaunan after-
wards to wit on the Same day and Year last aforesaid
at Madras aforesaid was indebted to the said Madaun-
droo Mencarunnah in other Pie thousand four
hundred and twenty Nine Star Pagodas of like lawful
Money of Madras aforesaid for so much Money by the
said Gaudpaunam Pavelory Muricah Cadevaunan
before that time had and received to and for the use
of the said Madaundroo Mencarunnah And being so
indebted he the said Gaudpaunam Pavelory Muricah
Cadevaunan in Consideration thereof afterwards to wit on the
Same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Madaundroo Menearunnah to pay her the said last
mentioned Sum of Money when he should be thereunto
afterwards Requested And Whereas also the said Gaud-
paunam Pavelory Muricah Cadevaunan afterwards
to wit on the Same day and year last mentioned at

Madras

and there became liable to pay to the said
Madaurendroo Menearunnah the said Sum of
Money in the said Note Contained According to the
tenor and effect of the said Note. And being so
liable he the said Gaulpaurnam Pariatory Muricah
Caderaumman in Consideration thereof afterwards
to wit on the same day and Year aforesaid at
Madras aforesaid undertook and then and there faith-
fully promised the said Madaurendroo Menearunnah
to pay her the said Sum of Money in the aforementioned
Note Contained According to the tenor and effect of the
said Note_ And Whereas also the said Gaulpaurnam
Pariatory Muricah Caderaumman
same day and Year last aforesaid at Madras aforesaid
was indebted to the said Madaurendroo Menearunnah
in other One thousand four hundred and twenty Nine
Star Pagodas of Current Money of Madras aforesaid for
So much Money by the said Madaurendroo Menearunnah before that
time lent and Advanced to the said Gaulpaurnam
Pariatory Muricah Caderaumman and at his Special
instance and Request and being so indebted he the
said Gaulpaurnam Pariatory Muricah Caderaumman
in Consideration thereof afterwards to wit on the same
day and Year last

undertook and then and there faithfully promised the
Said Madaurendroo Menecammah to pay her the
aforementioned Sum of Money when he should be
thereunto afterwards Requested And Whereas also the
Yaulpaumaun Pavelory Muricah Cadevaumaun after-
wards to wit on the Same day and Year last aforesaid
at Madras aforesaid was indebted to the said Madaun-
droo Mencammah in other One thousand four hun-
dred and twenty Nine Star Pagodas of like lawful
Money of Madras aforesaid for so much Money by the
said Yaulpaumaun Pavelory Muricah Cadevaumaun
before that time had and became to and for the use
of the said Madaurendroo Mencammah And being so
indebted he the said Yaulpaumaun Pavelory Muricah
Cadevaumaun in Consideration thereof afterwards to wit on the
Same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Madaurendroo Menecammah to pay her the said last
mentioned Sum of Money when he should be thereunto
afterwards Requested And whereas also the said Yaul-
paumaun Pavelory Muricah Cadevaumaun afterwards
to wit on the Same day and year last mentioned at

Madras

Third Term 1809 –

Madras aforesaid Accounted together with the said Madaum-
=droo Menecammah of and Concerning divers other Sums
of Money before that time due and Owing from the
said Yaulpaumam Paretory Muricah Caderaumman to the
said Madaumdroo Menecammah and then and there being in
Arrear and unpaid and upon that Account the said Yaul-
paumam Paretory Muricah Caderaumman was then and there
found in Arrear and indebted to the said Madaumdroo
Menecammah in other One thousand four hundred and
twenty Nine Star Pagodas of like lawful Money of Madras
aforesaid And being so found in Arrear and indebted he
the said Yaulpaumam Paretory Muricah Caderaumman
in Consideration thereof afterwards to wit on the same day
and Year last aforesaid at Madras aforesaid undertook
and then and there faithfully Promised the said Madaum-
=droo Menecammah to pay her the said last Mentioned
Sum of Money when he should be thereunto afterwards
Requested Yet the said Yaulpaumum Paretory Muricah
Caderaumman not Regarding his several Promises and
undertakings so by him in manner and form aforesaid
made but Contriving and fraudulently intending Craftily
and Subtilely to Deceive and Defraud the said Madaumdroo
Menecammah in this particular hath not yet paid the
said Several Sums of M

said Madaundroo Menearmmah although after Requested
so to do but to pay the same or any part thereof to the
said Madaundroo Menearmmah he the said Yaul-
spaunam Pavatory Muniah Caderaumman hath
hitherto Wholly refused and still doth refuse to the
said Madaundroo Menearmmah her Damage of
three thousand Star Pagodas and therefore she brings her
her Suit &c.

And the said Yaulspaunam Pavatory Muniah
Caderaumman 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 Madaundroo
Menearmmah nor but that he the said Yaulspaunam
Pavatory Muniah Caderaumman did undertake and
promise in manner and form as the said Madaundroo
Menearmmah hath above thereof Complained against him
nor but that the said Madaundroo Menearmmah hath
Sustained Damages on Occasion of the not performing of
the said Several promises and undertakings in the
said Declaration mentioned to Two thousand and
fifty five Star Pagodas and thirty three Fanams as
by the said Declaration is above Supposed And
hereupon the said Madaundroo Menearmmah

Judgment by confession

Third Session 1809

Jervys Judgment and his Damages to acknowledged &
together with his Costs and Charges by him about his
Suit in this behalf expended to be Adjudged to him
Judgment signed &c. — Therefore it is Considered that the Said Madawen-
for the Plaintiff 25 day of July 1809 Shaw Jy Postly dro Menearunnah do recover against the Said &
Yaulpaurnam Paretory Muriah Caderaurnam his
Damages aforesaid Amounting to Two thousand and fifty
five Star Pagodas and thirty three fanams in form aforesaid
Acknowledged And also the Sum of Sixty Nine Star &
Pagodas and twenty four fanams for his Said Costs and
Charges by the Court now here Adjudged to the Said &
Madaundro Menearunnah And with his Assent &
which Said Damages Costs and Charges in the Whole
Amount to the Sum of Two thousand one hundred
and twenty five Star Pagodas and twelve fanams &
And the Said Yaulpaurnam Paretory Muriah &
Caderaurnam in Mercy &c. —

mercy

Third Term 1809.

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130 Third Term 1809

Pleas before the Honble Sir Thomas Andrew Strange Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Nine.

Madras to Wit. Milay Moottapillay puts in his place Gilbert Ricketts his attorney against Soobbarayen and Parea Pennapillay in a Plea of Trespass on the Case.

Madras to Wit. The said Soobbarayen and Parea Pennapillay put in their place William Leight their attorney at the suit of the said Milay Moottapillay in the Plea aforesaid.

Madras to Wit. Be it Remembered that in the Third Term of the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Milay Moottapillay by Gilbert Ricketts his Attorney and brought into the said Court then there his Certain Plaint against Soobbarayen and Parea Pennapillay 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 followeth in these words that is to say

Madras

Third Term 1809

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Plaint in assumpsit filed 25th July 1809 - J.S.

Madras to wit Milay Moottapillay by Gilbert Pickett his Attorney complains of Soobbarayan and Parea Pommapillay being Hindoo Inhabitants of Madras and as such persons liable to the Jurisdiction of this Honorable Court in a plea of Trespass on the case For that whereas the said Soobbarayen and Parea Pommapillay heretofore to wit on the thirtieth day of June in the Year of Christ One thousand Eight hundred and Nine at Madras aforesaid were indebted to the said Milay Moottapillay in the sum of Five hundred Star Pagodas Current money of Madras for so much by the said Milay Moottapillay before that time lent and advanced to the said Soobbarayan and Pareabomma pillay and at their special instance and request and being so indebted they the said Soobbarayan and Parea Pomma pillay in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Milay Moottapillay then and there faithfully promised to pay him the said sum of money when they the said Soobbarayan and Parea Pommapillay should be thereto afterwards requested And whereas also the said Soobbarayan and Parea Pommapillay

Ponnapillay afterwards to wit on the same day and
year aforesaid at Madras aforesaid were indebted
to the said Milay Moottapillay in other sum of
Five hundred star Pagodas of like current money for
so much money by the said Soobbarayan and Parea
Ponnapillay before that time had and received to the
use of the said Milay Moottapillay and being so
indebted they the said Soobbarayan and Parea Ponnapillay
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
Milay Moottapillay to pay him the said last mentioned
sum of Money when they the said Soobbarayan and
Parea Ponnapillay should be thereto afterwards &c
requested And whereas also the said Soobbarayan and &c
Parea Ponnapillay afterwards to wit on the same day and &c
year aforesaid accounted with the said Milay Moottapillay
of and concerning diverse other sums of Money before that
time due and owing from the said Soobbarayan and &c
Parea Ponnapillay to the said Milay Moottapillay and &c
then being in arrear and unpaid and upon that accounting
the said Soobbarayan and Parea Ponnapillay were then and &c
there found to be in arrear and indebted to the said Milay

Moottapillay in the further Sum of Five hundred Star
Pagodas of like lawful Current money of Madras. —
And being so found in arrear and indebted they
the said Soobbarayan and Para Ponnapillay 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 —
Milay Moottapillay to pay him the said last —
mentioned Sum of money when they the said —
Soobbarayan and Para Ponnapillay should be thereto
afterwards requested — Yet the said Soobbarayan and
Para Ponnapillay not regarding their said several —
promises and undertakings so by them in manner —
and form aforesaid made but contriving and fraudulently
intending craftily and subtilly to deceive and defraud
the said Milay Moottapillay in this behalf have
not nor hath either of them Yet paid the said —
several Sums of money or any or either of them or
any part thereof to the said Milay Moottapillay —
(although so to do they the said Soobbarayan and Para
Ponnapillay were requested by the said Milay —
Moottapillay afterwards to wit on the same day —

and

and Year aforesaid and often times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Milay Mootiapillay they the said Soobbarayan and Parea Perna pillay have and each of them hath hitherto wholly refused and still do refuse to the damage of the said Milay Mootiapillay of Five hundred Star Pagodas and thereupon he brings suit &c

Judgment by confession

And the said Soobbarayan and Parea Perna pillay by William Light their Attorney come and defend the wrong and injury when &c and say that they cannot deny the said action of the said Milay Mootia pillay now but that they the said Soobbarayan and Parea Perna pillay did undertake and promise in manner and form as the said Milay Mootiapillay hath above thereof complained against them, nor but that the said Milay Mootiapillay hath sustained damages on occasion of the not performing of the several promises in the said Plaint mentioned to the Sum of Three hundred and Sixty one Pagodas parcel of the damages by the said Plaint supposed over and above his costs and charges by him about his suit in this behalf expended. And thereupon the said Milay Mootiapillay prays Judgment for the damages

Judgment signed for the Plaintiff the 29th day of July 1809.
J Shaw
Dy Prothy

do as aforesaid Confessed and for his said Costs and Charges Therefore it is considered that the said Milay Mootta pilley do recover against the said Soobbarayan and Parea Penna pilley his damages aforesaid to the said Sum of Three hundred and Sixty one Pagodas and also Seventy two Pagodas and two fanams for his said Costs and Charges by the Court now here adjudged to the said Milay Mootta pilley and with his assent Which said damages Costs and Charges in the Whole Amount to Four hundred and thirty three Pagodas and two fanams and the said Soobbarayan and Parea Penna pilley in Mercy &c

And thereupon the said Milay Mootta pilley by Gilbert Ricketts his Attorney prays the Writ of our Lord the King of Fere Facias to be directed to the Sheriff of Madras Commanding them to levy and make of the Houses, Lands, Debts and other Effects Real and Personal of the said Soobbarayan and Parea Penna pilley 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 hundred and thirty three Pagodas and two fanams which the said Milay Mootta pilley recovered against the said Soobbarayan and Parea Penna pilley for damages which he hath Sustained

sustained as well on occasion of the Non performance of certain promises and undertakings made by the said Sobhamoyee and Saroo Pomma Pillay to the said Milay Nootta Pillay as for Costs and Charges by him about his suit in that behalf Expended — and it is granted unto him returnable here on the Seventh day of August Next. —

Writ of Fi. Fa. issued against the Defendant on the 29th day of July 1809

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

Fort St George } Fornes Disney one of the Attornies of this Hon'ble Court in
Madras } his own proper person against Bandy Boochamnah, Bandy Varasimmah, Bandy Ramasawmy and Ramachandradoo personal Representatives of Bandy Appoo Naicker deceased in a Plea of Trespass on the Case.—

Fort St George } The said Bandy Boochamnah, Bandy Varasimmah, Bandy
Madras } Ramasawmy and Ramachandradoo, as the personal Representatives aforesaid in their proper persons, at the Suit of the said Fornes Disney in the Plea aforesaid.—

Fort St George } Be it Remembered that as of the First Term in the Year
Madras } one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Fornes Disney one of the Attornies of this Hon'ble Court, in his own proper Person and brought into the said Court then there his certain Plaint against Bandy Boochamnah, Bandy Varasimmah, Bandy Ramasawmy and Ramachandradoo personal Representatives aforesaid, in a Plea of Trespass on the Case, and there are Pledges for the Prosecution, to wit, John Doe and Richard Roe, which said Plaint follows in these words that is to say

Fort St George

Plaint in Stamps
filed 6th March
1809 - JS.

Fort St George Madras ss Fownes Disney of Madras Gentleman, one of the Attornies of this Honble Court, before the Court now here in his own proper person complains of Bandy Boocham-mah, Bandy Vampiemmah, Bandy Ramaswamy and Ramachandradoo personal Representatives of Bandy Apipoo Naick deceased according to the laws and customs of the Heindoo Natives of India, being respectively Heindoo Inhabitants of Madras, and as such liable to the jurisdiction of this Honble Court. For that Whereas the said Bandy Apipoo Naick deceased in his life time heretofore to wit on the Eighth day of January in the Year One thousand eight hundred and Six at Madras aforesaid Made his certain Note in writing, commonly called a Promissory Note, his own proper hand writing being thereunto Set and Subscribed, bearing date the same day and Year aforesaid, and then and there delivered the said Note to the said Fownes, and thereby promised to pay to the said Fownes, (by the Name of Mr Fownes Disney,) or order, on demand, the Sum of Seventy five Star Pagodas with interest till paid. By Reason whereof and according to the laws and customs of such Heindoo

Natives of India, the said Bandy Appoo Naick then and there became liable to pay to the said Townes the said Sum of money in the said Note contained, according to the tenor and effect of the said Note And being so liable he the said Bandy Appoo Naick in his life time in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said Townes to pay him the said Sum of money in the said Note contained according to the tenor and effect of the said Note And Whereas also the said Bandy Appoo Naick deceased in his life time to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Townes in other One hundred Star Pagodas of like lawful Money of Madras aforesaid, for so much money by the said Townes before that time lent and advanced to the said Bandy Appoo Naick in his life time, and at his special instance and request. And being so indebted he the said Bandy Appoo Naick 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

Townes

Third Term 1809

Townes to pay him the said last mentioned Sum of Money when he should be thereunto afterwards requested. And Whereas also the said Bandy Appoo Naick deceased in his life time afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Townes in other One hundred Star pagodas of like lawful money of Madras aforesaid, for so much money by the said Bandy Appoo Naick in his life time before that time had and received to and for the use of the said Townes — And being so indebted he the said Bandy Appoo Naick 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 Townes to pay him the said last mentioned Sum of money when he should be thereunto afterwards requested. And Whereas also the said Bandy Appoo Naick in his life time afterwards to wit on the day and year last mentioned at Madras aforesaid accounted together with the said Townes of and concerning divers other Sums of Money from the said Bandy Appoo Naick to the said Townes before that time due and owing and then and there

in arrear and unpaid and upon that account the said
Bandy appoo Naick was theirt and there found in
arrear and indebted to the said Townes in other One
hundred Star Pagodas of like lawfull money of aforesaid And being so found in arrear and indebted to
the said Bandy appoo Naick in his life time in
consideration thereof afterwards to wit on the day and
year last mentioned at Madras aforesaid undertook and
them and there faithfully promised the said Townes to pay
him the said last mentioned Sum of money when he
should be thereunto afterwards requested. Yet the said
Bandy appoo Naick in his life time, and the said
Bandy Boochammah Bandy Varasimmah, Bandy
Ramadawny and Ramachandroo personal
Representatives as aforesaid since his decease not
regarding the said several promises and undertakings
in manner and form aforesaid made, but contriving
and fraudulently intending craftily and subtilely to
deceive and defraud the said Townes in this particular,
the said Bandy appoo Naick in his life time and
the said Bandy Boochammah Bandy Varagemmah,
Bandy Ramadawny and Ramachandroo personal
Representatives as aforesaid since his decease have not,

nor

not hath either of them yet paid the said severall Sums of money or any part thereof to the said Fownes although so to do, he the said Bandy Appoo Naick in his life time and the said Bandy Boochammah, Bandy Varasimmah, Bandy Ramasawmy and Ramachandrados personal Representatives as aforesaid Since his decease were often requested, but to pay the same or any part thereof, he the said Bandy Appoo Naick in his life time, and the said Bandy Boochammah, Bandy Varasimmah Bandy Ramasawmy and Ramachandrados personal Representatives as aforesaid have and each of them hath Wholly Refused, and the said Bandy Boochammah, Bandy Varasimmah, Bandy Ramasawmy and Ramachandrados as such personal Representatives as aforesaid still Refuse so to do, to the said Fownes his damage of One hundred and fifty Star pagodas and therefore he brings his suit. &c

And afterwards that is to say on the tenth day of April in the Second Term of the same year One thousand eight hundred and Nine until which day was given as well to the said Fownes as to the said Bandy Boochammah, Bandy Varasimmah, Bandy Ramasawmy and Ramachandrados to inform the Court of the premises. At which day came before the Court the said Fownes in his own proper person and the said Bandy Boochammah, Bandy

Bandy Ramagavvy and Ramachandrados altho Solemnly &c
demand came not to Answer nor did they say any thing in bar
or preclusion of the said action of the said Fownes whereby
the said Fownes remains therein undefended against the
said Bandy Boochammah Bandy Varasimmah, Bandy &c
Ramasawvy and Ramachandrados. And the said Justices
having heard the allegations of the said Fownes and &c
examined the truth thereof and duly considered the evidence
produced on the part of the said Fownes say that the said
Bandy Appoo Naick did in his life time undertake and
promise in manner and form as the said Fownes hath in
his said Plaint in that behalf therein alledged. And this
Court doth assess the damages sustained by the said Fownes
by reason of the Nonperformance by the said Bandy Appoo
Naick in his life time, and the said Bandy Boochammah,
Bandy Varasimmah, Bandy Ramasawvy and Ramachan=
=drados personal Representatives as aforesaid since his &c
decease of those promises and undertakings at the Sum
of Ninety eight pagodas and forty three fanams And doth
also award to the said Fownes for his costs and charges
by him about his suit in this behalf expended the Sum of
One hundred and twenty four pagodas and forty one &c
fanams It is therefore considered by the Court here that
the said Fownes do recover against the said Bandy &c
Boochammah

Judgment signed

Boochammah, Bandy Varadimmah, Bandy Ramadavvy and Ramachandradoo as such personal Representative as aforesaid his damages aforesaid so as aforesaid assessed and also his said costs and charges so as aforesaid awarded by the Court here adjudged to the said Jonnes and with his assent, which said damages costs and charges amount in the whole to the Sum of Two hundred and twenty three pagodas and thirty nine Fanams to be levied of the Goods and Chattels which were of the said Bandy Appoo Naick at the time of his death in the hands of the said Bandy Boochammah, Bandy Varadimmah, Bandy Ramagavvy and Ramachandradoo as personal Representatives as aforesaid to be administered if they have so much thereof in their hands to be administered, and if they have not so much thereof in their hands to be administered, then the said Sum of One hundred and twenty four pagodas, and forty one Fanams parcel of the damages aforesaid being for the costs and charges aforesaid to be levied of the proper Goods and Chattels of the said Bandy Boochammah Bandy Varadimmah, Bandy Ramagavvy and Ramachandradoo And the said Bandy Boochammah & Bandy Varadimmah, Bandy Ramadavvy and Ramachandradoo in Mercy &c.

And thereupon the said Jonnes Dorey in his own proper person prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Goods Real and Personal which were of the said Bandy Appoo Naick

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Judgment Roll

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time of his death in the hands of the said Bandy Boochummah Bandy Vanasinna Bandy Ramasawmy and Ramachandrodoo personal Representatives of Bandy Appoo Naicken deceased to be Administered within the Jurisdiction of the Supreme Court of Judicature at Madras aforesaid by Seizure, and if it be Necessary by Sale thereof, the Sum of Two hundred and twenty three Pagodas and thirty Nine fanams which the said Townes recovered against the said Bandy Boochummah Bandy Vanasinna Bandy Ramasawmy and Ramachandrodoo as personal Representatives as aforesaid for his damages, which he had sustained as well by reason of the Non performance of certain promises and undertakings made by the said Bandy Appoo Naick in his life time to the said Townes as for his Costs and Charges by him about his suit in that behalf Expended, if the said Bandy Boochummah, Bandy Vanasinna Bandy Ramasawmy and Ramachandrodoo have so much thereof in their hands to be administered, and if they have not so much in their hands to be administered there the said Sum of One Hundred and twenty four Pagodas and forty One fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid, to be Levied of the proper Goods and Chattels of the said Bandy Boochummah, Bandy Vanasinna Bandy Ramasawmy and Ramachandrodoo - And it is granted unto him Returnable here on the Twenty Ninth day of August Next

Writ of Fi Fa. issued on the 29th day of July 1809

# Third Term 1809

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year one Thousand eight hundred and Nine. —

Madras to Wit Paneyore Linga Pauliappa Moodeliar puts in his place Gilbert Richetts his Attorney against Ausauraspa Jyatoomby Moodeliar in a Plea of Trespass on the case.

Madras to Wit The said Ausauraspa Jyatoomby Moodeliar puts in his place Fownes Disney his Attorney at the Suit of the said Paneyore Linga Pauliappa Moodeliar in the Plea aforesaid. —

Madras to Wit Be it Remembered that on the Thirty first day of January in the Vacation after the Fourth Term in the year one Thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Paneyore Linga Pauliappa Moodeliar by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Ausauraspa Jyatoomby Moodeliar in a Plea of Trespass on the case, and there are Pledged for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Third Term. 1809

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Madras to wit Pareyore Linga Pauliappa

Plaint in Ejectment filed 31st January 1809 J.

Modeliar by Gilbert Ricketts his Attorney complaining of Ansaurappa Iyatomby Moodeliar being an Inhabitant of Madras and as such, liable to the Jurisdiction of this Honorable Court in a Plea of Trespass on the case For that Whereas the said Ansaurappa Iyatomby Moodeliar heretofore to wit on the first day of the Month of Aany of the Year Siddaurty of the Hindoo corresponding with the Eleventh day of June in the Year of Christ One thousand Seven hundred and Ninety Nine at Madras aforesaid according to the Laws and customs of the Hindoo Natives of India made his certain Note in writing in the Malabar Language his own proper hand being thereto Subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Pareyore Linga Pauliappa Moodeliar whereby the said Ansaurappa Iyatomby Moodeliar (by the name and description of Iyatomby Son of Ansaurappa Moodeliar of Madras) acknowledged that he had on the day of the making of the said Note borrowed and received of the said Pareyore Linga Pauliappa Moodeliar (by the name and description of Pareyore Linga Pauliappa

Moodeliar

Moodeliar of the same place) the sum of Six hundred Star Pagodas Current money of Madras which Sum the said Annamappa Iyatomby Moodeliar did thereby engage to repay him the said Paneyore Linga Pauliappa Moodeliar on Demand with all such interest as should or might become due thereon at the rate of twelve per Cent per annum by means whereof and by force of the laws and customs of such Natives the said Annamappa Iyatomby Moodeliar became liable to pay to the said Paneyore Linga Pauliappa Moodeliar the said sum of money in the said Note mentioned with Interest for the same at the rate aforesaid when he the said Annamappa Iyatomby Moodeliar should be thereto afterwards requested - and being so liable he the said Annamappa Iyatomby Moodeliar in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and to the said Paneyore Linga Pauliappa Moodeliar then and there faithfully promised to pay him the said Sum of money in the said Note mentioned with such interest as aforesaid when he the said Annamappa Iyatomby Moodeliar should be thereto afterwards requested - And Whereas also the said Annamappa Iyatomby Moodeliar afterwards to wit on the first day of December in the

thousand and Eight hundred at Madras aforesaid according to the laws and customs of the Hindoo Natives of India made his certain other Note in writing in the Malabar Language his own proper hand being thereto subscribed bearing date the day and year last aforesaid and then and there delivered the said last mentioned note to the said Paneyove Lainga Pauliappa Moodeliar whereby the said Audaurappa Iyatoomby Moodeliar / by the name and description of Iyatoomby Son of Sauvady Audaurappa Moodeliar of Madras / acknowledged that in consequence of his urgent occasion he had on the day of the making of the said last mentioned Note borrowed and received of the said Paneyove Lainga Pauliappa Moodeliar / by the name and description of Lainga Pauliappa Moodeliar Son of Paneyove Chondvanmooty Moodeliar of the same place) the sum of Thirty five Star Pagodas Current Money of Madras by which sum he the said Audaurappa Iyatoomby Moodeliar did thereby engage to repay him the said Paneyove Lainga Pauliappa Moodeliar in the space of Six Months commencing from the date thereof with all such interest as should or might become due thereon at the rate of twelve per Cent per annum - By means whereof and by force

of

of the Lands and customs of such Natives the said Arsanarappa Modeliar became liable to pay to the said Paneyore Lainga Paulieppa Modeliar the said sum of Money and interest on the said last mentioned Note specified &c according to the tenor and effect of the said Note. And being so liable he the said Arsanarappa Lyatoomby & Modeliar in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and to the said Paneyore Lainga Paulieppa Modeliar then and there faithfully promised to pay him the said sum of money and interest in the said last mentioned Note specified according to the tenor and Effect of the said Note And whereas also the said Arsanarappa Lyatoomby Modeliar afterwards to wit on the Second day of January in the Year of Christ One thousand Eight hundred and Nine at Madras aforesaid was indebted to the said Paneyore Lainga Paulieppa Modeliar in the sum of One thousand Star Pagodas of the like Current money of Madras aforesaid for so much money by the said Paneyore Lainga Paulieppa Modeliar before that time lent and advanced to the said Arsanarappa Lyatoomby Modeliar and at his special instance and request and being so indebted he the said Arsanarappa Lyatoomby

Modeliar in Consideration 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 Linga Pauliappa Modeliar to pay him the said last mentioned Sum of money when he the said Ausaurappa Iyatamby Modeliar should be thereto afterwards requested. And Whereas also the said Ausaurappa Iyatamby Modeliar afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Paneyore Linga Pauliappa Modeliar in the further sum of One thousand Star Pagodas of like Current Money for so much money by the said Ausaurappa Iyatamby Modeliar before that time had and received to the use of the said Paneyore Linga Pauliappa Modeliar and being so indebted he the said Ausaurappa Iyatamby Modeliar in consideration 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 Linga Pauliappa Modeliar to pay him the said last mentioned Sum of money when he the said Ausaurappa Iyatamby Modeliar should be thereto afterwards requested. And whereas also the said Ausaurappa Iyatamby Modeliar afterwards to wit on the same day and year last aforesaid at Madras aforesaid

aforesaid accounted with the said Pareyore Linga Pauliappa Moodeliar of and concerning divers other sums of money before that time due and owing from the said Ausawrappa Iya Iyatomby Moodeliar to the said Pareyore Linga Pauliappa Moodeliar and then being in arrear and unpaid and upon that accounting the said Ausawrappa Iyatomby Moodeliar was then and there found to be in arrear and indebted to the said Pareyore Linga Pauliappa Moodeliar in the further sum of One thousand Star Pagodas of like Current money of Madras and being so found in arrear and indebted he the said Ausawrappa Iyatomby Moodeliar in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pareyore Linga Pauliappa Moodeliar to pay him the said last mentioned sum of Money when he the said Ausawrappa Iyatomby Moodeliar should be thereto afterwards requested Yet the said Ausawrappa Iyatomby Moodeliar 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 Pareyore Linga Pauliappa

several Sums of Money or any of them or any part
thereof (although so to do he the said Ansaurappa
Lyatomby Moodeliar was requested by the said Panayore
Linga Pauliappa Moodeliar to wit on the same day
and Year last aforesaid and often times both before
and afterwards to wit at Madras aforesaid) but the said
Ansaurappa Lyatomby Moodeliar to pay the same or
any of them or any part thereof to the said Panayore
Linga Pauliappa Moodeliar hath hitherto Wholly &
refused and Still doth Refuse To the Damage of the said
Panayore Linga Pauliappa Moodeliar of One thousand
Star Pagodas and therefore he brings Suit &co.

And now in this Third Term in the year
aforesaid that is to say on the Eighteenth day of July until
which day the said Ansaurappa Lyatomby Moodeliar
had leave to imparl to the said Plaint and then to
Answer the same &co come as well the said Panayore
Linga Pauliappa Moodeliar as the said Ansaurappa
Lyatomby Moodeliar by their respective Attornies aforesaid
and the said Ansaurappa Lyatomby Moodeliar defends
the wrong and injury when &c and says that he cannot
deny the said Action of the said Panayore Linga

Pauliappa

Judgment by Confession

Third Term 1809

Pauliappa Modelliar nor but that he the said Aiswaw-
rappa Iyatomby Modelliar did undertake and promise
in manner and form as the said Paneyore Linga Pa-
uliappa Modelliar hath above thereof Complained
against him nor but that the said Paneyore Linga
Pauliappa Modelliar hath sustained damages on &
occasion of the not performing of the several promises
in the said Plaint mentioned to the sum of one &
thousand four hundred and one Pagodas and fourteen &
Fanams (parcel of the damages by the said Plaint &
supposed) over and above his costs and charges by -
him about his suit in this behalf expended - and
hereupon the said Paneyore Linga Pauliappa Modelliar
prays Judgment for the damages &c as aforesaid &
Confessed and for his said costs and charges - Therefore
it is considered that the said Paneyore Linga Pauliappa
Modelliar do recover against the said Aiswawappa
Iyatomby Modelliar his damages aforesaid to the said &
sum of one thousand four hundred and one Pagodas
and fourteen fanams and also seventy six Pagodas and
twenty four fanams for his said costs and charges by the
Court now here adjudged to the said Paneyore Linga &
Pauliappa Modelliar and with his

Judgment signed for the Plaintiff the second day of August 1809

J. Shaw
Dy Prothy

damages Costs and Charges in the Whole amount to One Thousand four hundred and Seventy Seven Pagodas and Thirty Eight fanams And the said Ansawappa Iyatomby Moodelly in Mercy &c.

And thereupon the said Paneyore Linga Pudiappa Moodelliar by Gilbert Richetts his Attorney prays the Writ of our Lord the King of Fiere Facias to be directed to the Sheriff of Madras Commanding him to levy and make of the Houses, Lands, Debts and other Effects Real and personal of the said Ansawappa Iyatomby Moodelliar within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of One thousand four Hundred and Seventy Seven Pagodas & thirty Eight fanams which the said Paneyore Linga Pudiappa Moodelliar recovered against the said Ansawappa Iyatomby Moodelliar for damages which he hath sustained as well on account of the Non performance of Certain promises and undertakings made by the said Ansawappa Iyatomby Moodelliar to the said Paneyore Linga Pudiappa 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 Second day of September Next.

Writ of Fi Fa issued against the Defendant on the 2d day of Augt 1809

456 Third Term 1809

Third Term 1809

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Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Nine.

Madras to Wit. Thasabutta Sawmiah Brammy puts in his place Daniel Neale, his attorney against Myla Veerabuddra Naicken in a Plea of Debt.

Madras to Wit. The said Myla Veerabuddra Naicken in his proper person, at the Suit of the said Thasabutta Sawmiah Brammy in the Plea aforesaid.

Madras to Wit. Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Thasabutta Sawmiah Brammy by Daniel Neale his Attorney and brought into the said Court then there his Certain Plaint against Myla Veerabuddra Naicken 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

458 Third Term 1809.

Plaintiffs debt filed 13th March 1809 JS

Madras to Wit Thasabutla Sawmiah Brahmin by Daniel Neale his Attorney complains of Mayla Veerabuddra Naicken who is a Hindoo Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court of a Plea that the said Veerabudra render to the said Sawmiah Five hundred Star Pagodas of the lawful Current Money of Madras which the said Veerabadra owes to and detains from the said Sawmiah For that Whereas heretofore to Wit on the Twenty Ninth day of August in the Year of Christ One thousand Eight hundred and Three at Madras the said Veerabuddra by his certain Writing Obligatory Sealed with his Seal and to the Court here now shewn (the date Whereof is the day and year aforesaid) acknowledged himself to be held and firmly bound to the said Sawmiah in the said Five hundred Star Pagodas To be paid to the said Sawmiah when he the said Veerabadra should be thereto afterwards requested. Yet the said Veerabadra (altho 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 altogether refused and still doth refuse To the damage of the said Sawmiah of Five hundred Star Pagodas and therefore he brings his Suit &c.

Judgment by Confession

And now at this day

fourth day of August As of the Third Term in the Year of Christ One Thousand Eight hundred and Nine until which day the said Veerabudra had leave to impart &c to the said Plaint of the said Sawmiah and then to &c Answer the same &c) as well the said Sawmiah by his said Attorney as the said Veerabudra by Toronee Disney his Attorney come before the Court And the said Veerabudra defends the wrong and injury when &c and says that he cannot deny the said action of the said Sawmiah Nor but that the said writing Obligatory in the said Plaint of the said Sawmiah Mentioned is the deed of him the said Veerabudra nor but that he the said Veerabudra doth owe to and detain from the said Sawmiah the said five Hundred Star Pagodas above demanded in Manner and form as the said Sawmiah hath above thereof complained against him and thereupon the said Sawmiah Relinquishing all Damages Sustained by him by Avasion of the detention of the said debt prays Judgment for his Same debt and for his Costs and Charges laid out by him about his Suit in this behalf.

Judgment signed for the Plaintiff the

It is therefore Considered and Adjudged that

that the said Sawmiah Recover against the said Veera-
-budra his said debt And that the said Veerabudra pay
to the said Sawmiah for his said Costs and Charges -
the Sum of Sixty five Pagodas and twenty four Fanams
and the said Veerabudra in Mercy &c -

And thereupon the said Thasabuttla Sawmiah
Branniny by Daniel Neale his Attorney prays the Writ
of our Lord the King of Fieri Facias to be directed to
the Sheriff of Madras Commanding him to levy and
Make of the Goods, Lands, Debts and other Effects,
Real and Personal of the said Styla Veerabuddra &
Naicken 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 thirty two Pagodas and twenty
Fanams for debt which the said Thasabuttla &
Sawmiah Branniny Recovered against the said &
Styla Veerabuddra Naicken and also Sixty five
Pagodas and twenty four fanams adjudged to the
Thasabuttla Sawmiah Branniny 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

Writ of Ft La issued on the 7th day of augt 1809

returnable here on the seventh day of September next.—

Third Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year One thousand eight hundred and Nine

Madras ss James Martin and David Inverarity Executors of the Last Will and Testament of Edward Hutchinson deceased put in their place Robert Orme their Attorney against William Abbott and Richard Arthur Maitland in a Plea of Trespass on the Case.

Madras ss The said William Abbott and Richard Arthur Maitland put in their place William Light their Attorney at the Suit of the said James Martin and David Inverarity Executors aforesaid in the Plea aforesaid.

Madras ss Be it Remembered that in the Second Term of the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came James Martin and David Inverarity Executors of the Last Will and Testament of Edward Hutchinson deceased by Robert Orme their Attorney and brought into the said Court their their Certain Plaint against William Abbott and Richard Arthur Maitland in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaintiffs Attorney filed 21st March 1809

Madras ss James Martin and David Innerarity Executors of the Last Will and Testament of Edward Hutchinson, deceased by Robert Orme their Attorney complain of William Abbott and Richard Arthur Maitland being respectively British Subjects and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said William and Richard Arthur on the Tenth day of March in the Year one thousand eight hundred and five to wit at Madras aforesaid made their certain Note in writing commonly called a promissory Note subscribed by one of them the said William and Richard Arthur by their Copartnership name Stile and firm of Abbott and Maitland bearing date the day and year aforesaid and then and there delivered the said Note to the said Edward Hutchinson by which said Note the said William and Richard Arthur Six Months after the date thereof promised to pay to the said Edward by the name and description of Captain Edward Hutchinson or order the sum of Seven hundred and Sixteen Star Pagodas Thirteen Fanams and fourteen Cash for value received with Interest at ten per Cent per Annum By reason whereof and by force of the Statute in such case made Provided the said William and Richard Arthur

became liable to pay to the said Edward the said Sum of
Money mentioned in the said Note with the Interest thereon
according to the tenor and effect of the said Note, And being
so liable they the said William and Richard Arthur in
consideration thereof afterwards to wit on the same day
and Year aforesaid at Madras aforesaid undertook and then
and there faithfully promised to pay to the said Edward the
said Sum of Money mentioned in the said Note with the
Interest thereon according to the tenor and effect of the said Note
And Whereas also the said William and Richard Arthur
afterwards to wit on the fifteenth day of September in the Year
aforesaid at Madras aforesaid was indebted to the said Edward
in his life time in the Sum of Nine hundred and ninety
nine Star Pagodas of the Current Money of Madras for so
much money by the said William and Richard Arthur before
that time in the life time of the said Edward had and
received to and for the use of the said Edward and being
so indebted they the said William and Richard Arthur in
consideration thereof afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Edward in his life time
to pay him the said last mentioned Sum of Money when
they the said William and Richard Arthur should be there-
unto afterwards requested. Yet the said Wil-

Arthur (altho' often requested &c.) have not nor hath either of them yet paid the said several sums of money or any part thereof to the said Edward in his life time or to the said James and David Executors as aforesaid since his death - But to pay the same to them or either of them they the said William and Richard Arthur have and each of them hath hitherto wholly refused and still do and each of them doth refuse To the Damage of the said James and David Executors as aforesaid of Nine hundred and ninety nine Star Pagodas and therefore they bring Suit &c.

And the said James and David bring into Court here the Letters Testamentary of the said Edward whereby it fully appears to the Court here that the said James and David are Executors of the said Will and Testament of the said Edward and that they the said James and David have the administration thereof &c.

And now at this day that is to say on the Eighteenth day of July in this Third Term of the year 1809 the said

Judgment by confession

William and Richard Arthur come and say that they cannot deny the said Action of the said James and David, Nor, but that they the said William and Richard Arthur did undertake and promise in manner and form as the said James and David have above complained against them, nor but that they the said James

James and David as Executors as aforesaid have sustained Damages by occasion of the non performance of the said several promises and undertakings to One thousand and thirty three Pagodas, one fanam and Twenty Nine Cash as they the said James and David have above in their said Plaint supposed and thereupon the said James and David pray that the said damages so Acknowledged together with their Expences and Costs laid out by them about their Suit in this behalf may be adjudged to them &c. Therefore it is considered that the said James and David recover against the said William and Richard Arthur their Damages aforesaid so by them in form aforesaid acknowledged and also Forty six Pagodas and four fanams for their Costs and Charges by the Court here adjudged to the said James and David by their Attorney which said Damages in the Whole amount to One Thousand and Seventy Nine Pagodas five fanams and Twenty Nine Cash and the said William and Richard Arthur in Mercy &c.

Judgment signed for the Plaintiff the 12th. August 1809

Mercy

Anna Sarah Hall

# Third Term 1809.

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year one thousand Eight hundred and Nine.—

Madras ss John Hunter and George Hay put in their place Robert Orme their Attorney against George Umpherston in a Plea of Trespass on the Case, upon promises.—

Madras ss The said George Umpherston puts in his place William Light his Attorney at the Suit of the said John Hunter and George Hay in the Plea aforesaid.—

Madras ss Be it Remembered that as of the Third Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came John Hunter and George Hay by Robert Orme their Attorney and brought into the said Court then there their certain Plaint against George Umpherston in a Plea of Trespass on the Case, upon promises, and there are Pledges— for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras—

1869

Judgment Roll

Third Term

Section 21st

Plaintiff assumpsit filed 27. august 1808 L.S.

Madras ss John Hunter and George Hay by Robert Orme their Attorney complain of George Umphreston being a British Subject and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said George Umphreston on the First day of March in the year of our Lord One Thousand Eight hundred and Eight to wit at Madras aforesaid made his certain Note in writing Commonly called a Promissory Note his own proper hand being thereunto Subscribed bearing date the day and Year aforesaid and then and there delivered the said Note to one John Marshall and thereby Three Months after date promised to pay to the said John Marshall by the name of Captain John Marshall or order the Sum of Seven hundred and ninety Six Star Pagodas for value received in Goods And the said John Marshall to whom or to whose order the payment of the said Sum of Money in the said Note mentioned was to be made afterwards and before the payment of the said Sum of Money in the said Note mentioned or of any part thereof to wit on the same Day and Year aforesaid at Madras aforesaid endorsed the said Note his own proper hand being thereunto Subscribed And thereby then and there appointed the contents of the said Note so endorsed to be paid to the said John Hunter and

George

George Hay whereof the said George Umpherston then and there had Notice By reason whereof and by force of the Statute in such case made and provided the said George Umpherston became liable liable to pay to the John Hunter and George Hay the said Sum of Money mentioned in the said Note according to the tenor and effect of the said Note and of the said endorsement so made thereon aforesaid And being so liable he the said George Umpherston in Consideration thereof afterwards to wit on the same Day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said John Hunter and George Hay to pay them the said Sum of Money mentioned in the said Note According to the tenor and effect of the said Note and of the said endorsement so made thereon as aforesaid And Whereas also the said George Umpherston afterwards to wit on the fourth Day of June in the Year aforesaid at Madras aforesaid was indebted to the said John Hunter and George Hay in the Sum of Nine hundred and Ninety Nine Star Pagodas of the Current Money of Madras for so much Money by the said John Hunter and George Hay before that time laid out expended and paid for the said George Umpherston at his special instance and request and being so indebted he the said George Umpherston in consideration thereof afterwards to

suit on the same Day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said John Hunter and George Hay to pay to them the said Sum of Money whenever afterwards he the said George Umpherston should be thereunto requested Yet the said George Umpherston 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 John Hunter and George Hay in this behalf hath not yet paid the said several Sums of Money or either of them or any part thereof to the said John Hunter and George Hay altho so to do he the said George Umpherston was requested by the said John Hunter and George Hay afterwards to wit on the same day and Year last aforesaid and often afterwards to wit at Madras aforesaid / But he the said George Umpherston to do this hath hitherto wholly refused and still refuses To the said John Hunter and George Hay their Damage of Nine hundred and Ninety Star Pagodas and therefore they bring their Suit &c.

Cognovit filed 31st July 1809

And Now as of this Third Term of the Year One thousand eight hundred and Nine the said George Umpherston by William Leight his Attorney comes and Says that he cannot deny the said Action of the said John Hunter

Third Term 1809.—

Hunter and George Hay not but that he the said George Umpherston did Undertake and promise in manner and forem as the said John Hunter and George Hay have above thereof complained against him, nor but that they the said John Hunter and George Hay have sustained Damages by occasion of the nonperformance of the said several promises and undertakings to Nine hundred and Ninety Nine Star Pagodas as they the said John Hunter and George Hay have above in their said Plaint suppposed and thereupon the said John & Hunter and George Hay pray that the said Damages so acknowledged together with their Expences and costs laid out by them about their suit in this behalf may be adjudged to them &c. Therefore it is Considered that the said John Hunter and George Hay recover against the said George Umpherston their Damages aforesaid so by him in form aforesaid acknowledged and also Forty seven Pagodas and Forty Fanams for their costs and Charges by the Court here adjudged to the said John Hunter and George Hay by their assent which said Damages in the whole amount to One thousand and forty six Pagodas and forty fanams and the said George Umpherston in Mercy &c.

Judgment signed for the Plaintiffs the 15th day of Aug. 1809 — J. Shaw Dy Prothy

Mercy

Third Term 1809

4/3

Third Term 1809.—

Hunter and George Hay not but that he the said George Umphreston did Undertake and promise in manner and forem as the said John Hunter and George Hay have above thereof complained against him, not but that they the said John Hunter and George Hay have sustained Damages by occasion of the nonperformance of the said several promises and undertakings to Nine hundred and Ninety Nine Star Pagodas as they the said John Hunter and George Hay have above in their said Plaint suppposed and thereupon the said John & Hunter and George Hay pray that the said Damages so acknowledged together with their Expences and costs laid out by them about their suit in this behalf may be Adjudged to them &c. Therefore it is considered that the said John Hunter and George Hay recover against the said George Umphreston their Damages aforesaid so by him in form aforesaid acknowledged and also Forty seven Pagodas and Forty Fanams for their costs and Charges by the Court here adjudged to the said John Hunter and George Hay by their assent which said Damages in the whole amount to One thousand and forty six Pagodas and forty fanams and the said George Umphreston in Mercy &c.—

Judgment to signed for the Plaintiffs the 15th day of Augt 1809 — Shaw by Pothy

Mercy

Third Term 1869

4/3

1/16

Third Term 1809.—

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

Madras ss Colla Ravanapah Chitty and Chittatore Yagarambrum Modeliar plt. in their place Robert Orme their Attorney against Soloocaunnum Modelly Canagarroy Modelly Moreapah Modelly and Appaswamy Modelly the Sons, Heirs and only personal Representatives of Venatachella Modeliar deceased in a Plea of Trespass on the Case.—

Madras ss— The said Soloocaunnum Modelly Canagarroy Modelly Moreapah Modelly and Appaswamy Modelly the Sons " " heirs and only personal representatives aforesaid past in their place Gilbert Bicketts their Attorney at the Suit of the said Colla Ravanapah Chitty and Chittatore Yagarambrum Modeliar in the Plea aforesaid.—

Madras ss Be it remembered that as of the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Colla Ravanapah Chitty and Chittatore Yagarambrum Modeliar by Robert Orme their Attorney and brought into the said Court then there their Certain Plaint against Soloocaunnum Modelly Canagarroy Modelly Moreapah Modelly and Appaswamy Modelly Sons heirs and only personal Representatives aforesaid in a Plea of Trespass on the Case, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say—

Madras

Plaint in ejectment Madras ss Colla Ravanapah Chetty and Chittalow
filed 26th June 1809 Yagambrum Moodeliar by Robert Orme Their Att-
Attorney Complain of Tooloocaumum Moodelly &
Canagarey Moodelly, Mareapah moodelly, and Appa-
-Sawmy Moodelly, being the Sons Heirs and only personal
Representatives of Venkatachella Moodeliar late an
Hindoo Inhabitant of Madras deceased According to the
Laws and Customs of the Hindoo Natives of India and
having as such personal Representatives Administered
And taken possession of the Estate and Effects which were
of the said Venkatachella Moodeliar at the time of his death
and the said Tooloocaumum Moodelly Canagarey Moodelly &
Mareapah Moodelly and Appasawmy Moodelly being &
respectively Hindoo Inhabitants of Madras aforesaid and as
such subject to the Jurisdiction of this Honorable Court For
that Whereas the said Venkatachella Moodeliar in his life
time heretofore to wit on the first day of October in the Year
Year of our Lord One thousand eight hundred and five
at Madras aforesaid According to the usage and Customs
of the Hindoo Natives of India made his certain Note in
writing in the Malabar Language his own proper hand
being thereunto Subscribed bearing date the day and Year
aforesaid and then and there delivered the said Note to the

said

Third Term 1809—

said Colla Ravanapah Chitty and Chittatore Yagambrum Modeliar whereby the said Venkatachella Modeliar by the name and description of Venkatachella Modeliar son of Covattoor Malyappah Modeliar acknowledged that having mortgaged to them the said Colla Ravanapah Chitty and Chittatore Yagambrum Modeliar the Ground or Certificate of a House Situate between the House of Seeroovanjore Ramasawmy Modeliar and the House of Nanappah Modeliar which had been granted in the name of Pannial Nineappa Modeliar under date the Tenth of August One thousand eight hundred and two and the bill of Sale of the said House which the said Pannial Nineappah Modeliar had executed to him the said Venkatachella Modeliar on the first March One thousand eight hundred and three And the Mortgage Bond of Nine Hundred Pagodas which he the said Venkatachella Modeliar had obtained from Siva Mootiah Modeliar and also his the said Venkatachella Modeliars one fourth Share of Attapallam Lands Poliems the Company's Certificates of this and other five Shares of the said Lands being in the Possession of the said Colla Ravanappah Chitty and Chittatore Yagambrum Modeliar exclusive of Nine pieces of grounds belonging to Ninappa Modeliar and Arumachella Mooral which had been mortgaged to

them the said Colla Ravanapah Chitty and Chittatore
Yagambrum Modeliar / and borrowed and received of
from them the said Colla Ravanapah Chitty and
Chittatore Yagambrum Modeliar, the Sum of One
thousand and fifty Star Pagodas Current Money of
Madras which Sum he the said Vencatachella
Modeliar did thereby promise to repay them the said
Colla Ravanapah Chitty and Chittatore Yagambrum
Modeliar, on the thirtieth may of the then ensuing Year
One thousand eight hundred and Six together with the
interest that might grow due thereon at twelve per
Cent per Annum By reason whereof and according to
said Usage and Custom of Hindoo natives the said
Venkatachella Modeliar became liable to pay to the said
Colla Ravanapah Chitty, and Chittatore Yagambrum
Modeliar, the said Sum of Money mentioned in the
said note with the Interest thereon according to the
tenor and effect of the said Note And being so liable
he the said Venkatachella Modeliar 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 Colla Ravanapah
Chitty and Chittatore Yagambrum Modeliar, to pay
them the said Sum of money mentioned in the said
Note

Note with the Interest thereon According to the Tenor and
Effect of the said Note And Whereas also the said Venatachel-
-la Modeliar in his life time afterwards to wit on the first day
of June in the Year of our Lord One thousand eight hundred
and Six at Madras aforesaid was indebted to the said Colla
Ravanapah Chitty and Chittatore Yaganbrum Modeliar
in the further Sum of Two thousand Star Pagodas of like
Current Money for so much money by the said Colla Ravana-
-pah Chitty and Chittatore Yaganbrum Modeliar, before
that time Lent and Advanced to the said Venatachella
Modeliar in his life time and at his Special instance
and request and being so indebted he the said Venatachella
Modeliar in Consideration thereof in his life time afterwards to
wit on the same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the said
Colla Ravanapah Chitty and Chittatore Yaganbrum Modeliar
to pay them the said last mentioned Sum of money when he
the said Venatachella Modeliar should be thereunto afterwards
requested And Whereas also the said Venatachella Modeliar
in his life time afterwards to wit on the same day and
year last aforesaid at Madras aforesaid Accounted with
the said Colla Ravanapah Chitty and Chittatore
Yaganbrum Modeliar, of and concerning divers other
Sums of money before that time due and owing from

the said Vencatachella Moodeliar in his life time to the
said Colla Ramanapah Chitty and Chittalove Yagam-
bram Moodeliar and then being in arrear and unpaid
and upon that Accounting the said Venkatachella
Moodeliar was then and there found to be in arrear
and indebted to the said Colla Ramanapah Chitty and
Chittalove Yagambrum 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
Venkatachella Moodeliar in Consideration thereof in his
life time afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Colla Ramanapah Chitty
and Chittalove Yagambrum Moodeliar to pay them the
said last mentioned Sum of money when he the said
Venkatachella Moodeliar should be thereunto afterwards
requested Yet the said Venkatachella Moodeliar in his life
time and the said Tolaccamum Moodelly, Camagaroy
Moodelly, Moreaspah moodelly, and Appasamy Moodelly,
personal Representatives as aforesaid since his decease
not regarding the said several promises and undertakings
of the said Venkatachella moodeliar &c by him made in
manner and form aforesaid but Contriving and fraudu-
lently intending Craftily and Subtilly to deceive and
defraud

Third Term 1809

defraud the said Colla Ravanapah Chitty and Chittatore Yagarnbrum Modeliar in this behalf have not nor hath any of them Yet paid the said several sums of money or any of them or any part thereof / although so to do he the said Venkatachella modeliar in his life time to wit on the same day and year last aforesaid and often afterwards to wit at Madras aforesaid and the said Tooloocaumurn Modelly, Camagarey Modelly, Morcapah Modelly, and Appadorrey Modelly, personal Representatives as aforesaid since the death of the said Venkatachella Modeliar to wit on the nineteenth day of May in the year one thousand eight hundred and nine were severally requested / But the said Venkatachella Modeliar in his life time and the said Tooloocaumurn Modelly, Camagarey Modelly, Morcapah Modelly, and Appadorrey Modelly, personal Representatives as aforesaid since his death to pay the same or any part thereof to the said Colla Ravanapah Chitty and Chittatore Yagarnbrum modeliar, have and each of them hath hitherto wholly refused and the said Tooloocaumurn Modelly, Camagarey Modelly, Morcapah Modelly, and Appadorrey Modelly, personal Representatives as aforesaid still refuse to pay the same to the said Colla Ravanapah Chitty and Chittatore Yagarnbrum Modeliar, To the Damage of the said Colla

Ravanapah Chitty and Chittatore Yagambrum Modeliar
of Two thousand Star Pagodas and therefore they bring
Suit &c.

Judgment by Confession

And now at this Day that is to say on the Twenty
fifth day of July in this third Term of the Year One
thousand Eight hundred and Nine the said Tooloosumum
Modeliar Comogary Moodelly Mooreapah Moodelly and
appasawmy Moodelly Come and say that they cannot deny the
said Action of the said Colla Ravanapah Chitty and
Chittatore Yagambrum Modeliar Nor but that he the said
Venkatachela Modeliar in his life time did undertake and
promise in manner and form as the said Colla Ravana-
pah Chitty and Chittatore Yagambrum Modeliar have abov
thereof complained against them nor but that they the said
Colla Ravanapah Chitty and Chittatore Yagambrum
Modeliar have sustained Damages by Occasion of the
non performance of the said several Promises and
undertakings to one Thousand Five hundred and thirty
five Pagodas and Thirty four fanams as they the said
Colla Ravanapah Chitty and Chittatore Yagambrum
Modeliar have above in their said Plaint supposed
and thereupon the said Colla Ravanapah Chitty and
Chittatore Yagambrum Modeliar pray that the said

Damages

Third Term 1809

Judgment signed for the Plaintiff the Seventeenth day of August 1809 — J Shaw Dy Prothy

Damages so acknowledged together with their expences and Costs laid out by them about their Suit in this behalf may be adjudged to them Wc Therefore it is Considered that the said Colla Ravanapah Chitty and Chittatore Yagambrum Moodeliar recover against the said Tooloocanum Moodeliar Conogarey Moodelly Moreapah Moodelly and Appasawmy Moodelly personal Representatives as aforesaid of Vencatachella Moodeliar deceased their Damages aforesaid so by them inform aforesaid acknowledged and also Sixty Seven Pagodas and twelve fanams for their Cost and Charges by the Court here adjudged to the said Colla Ravanapah Chitty and Chittatore Yagambrum Moodeliar by their assent to be levied of the Goods and Chattels which were of the said Vencatachella Moodeliar deceased at the time of his Death in the hands of the said Tooloocanum Moodeliar Conogarey Moodelly Moreapah Moodelly and Appasawmy Moodelly to be administered and if they have not so much in their hands to be administered then the above Sum of Sixty Seven Pagodas and Twelve fanams being for the Costs and Charges laid out by the said Colla Ravanapah Chitty and Chittatore Yalgambrum Moodeliar about their suit by the Court now here adjudged

adjudged to the said Colla Rawanapah Chitty and Chittatore
Yagambrum Modeliar with their assent to be levied
of the proper Goods and Chattels of the said Toolsocaumum
Modeliar Conogarey Modelly Moreapah Modelly and
Appadorey Modelly and the said Toolsocaumum
Modeliar Conogarey Modelly Moreapah Modelly
and Appasamy Modelly in Mercy &c.
mercy

And thereupon the said Colla Rawanapah Chitty &
Chittatore Yagambrum Modeliar by Robert Orme their &
Attorney pray the Writ of our Lord the King of Fieri Facias to be
directed to the Sheriff of Madras to cause him to levy and Make
of the Houses, Lands, Debts and other Effects Real and Personal
which were of the said Venatachella Modeliar deceased at the
time of his death in the hands of the said Toolsocaumum Modelly &
Conogarey Modelly Moreapah Modelly and Appasamy
Modelly the Sons heirs and personal Representatives of the
said Venatachella Modeliar to be administered without the
Jurisdiction of the Supreme Court of Judicature at Madras
aforesaid by Seizure, and if it be Necessary by Sale thereof the
Sum of One Thousand Six Hundred and three Pagodas and One fanam
which the said Colla Rawanapah Chitty and Chittatore
Yagambrum Modeliar Recovered against the said &
Toolsocaumum Modelly Conogarey Modelly Moreapah &
Modelly and Appasamy Modelly as the Sons heirs
and personal Representatives as aforesaid for their damages
which they had sustained as well on occasion of the Not &
performing of certain promises and undertakings &
made by the said Venatachella Modeliar in his life &
time to the said Colla Rawanapah Chitty and Chittatore
Modeliar as for their costs and charges by &

there about their suit in that behalf Expended, if the said Tooloocannum Moodeliar, Conegaroy Moodelly, Moreaspah Moodelly and Appasawmy Moodelly have Soomuch thereof in their hands to be administered, and if they have not so much in their hands to be Administered then the said Sum of Sixty Seven Pagodas and Twelve Fanams parcel of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said Tooloocannum Moodeliar, Conegaroy Moodelly, Moreaspah Moodelly & Appasawmy Moodelly and it is granted unto them Returnable here on the Eighteenth day of September Next.—

Writ of Fi. Fa. issued on the 17th augt 1809

Third Term 1809. — 185

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

Madras ss Pidepanty Venkaiah Branning puts in his place Robert Orme his Attorney against Godda Condaloo naidoo in a Plea of Trespass on the Case. —

Madras ss. The said Godda Condaloo Naidoo in his own proper person at the Suit of the said Pidepanty Venkaiah Branning in the Plea aforesaid. —

Madras ss Be it Remembered that as of the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Pidepanty Venkaiah Branning by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Godda Condaloo Naidoo 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

Third Term 1809.

Plaintiff's Exemplis filed 18th April 1809 - JS.

Madras ss Pedapauty Venkiah Brauniny by Robert Orme his attorney Complains of Godda Condaloo Naidoo being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Godda Condaloo Naidoo heretofore to wit on the first day of March in the year of Christ One thousand eight hundred and eight at Madras aforesaid According to the usage and Customs of the Hindoo Natives of India made his certain Note in writing in the Gentoo Language his own proper hand being thereunto Subscribed bearing date the day and year aforesaid and there and there delivered the said Note to the said Pedapauty Venkiah Brauniny Whereby the said Godda Condaloo Naidoo Acknowledged that in Consequence of his urgent occasion he had that day borrowed and received of him the said Pedapauty Venkiah Brauniny by the name and description of Pedapauty Venkiah the Sum of Two thousand Seven hundred Star Pagodas Current Money of Madras which Sum he the said Godda Condaloo Naidoo did thereby engage to repay the said Pedapauty Venkiah Brauniny in the Space of one year with all such

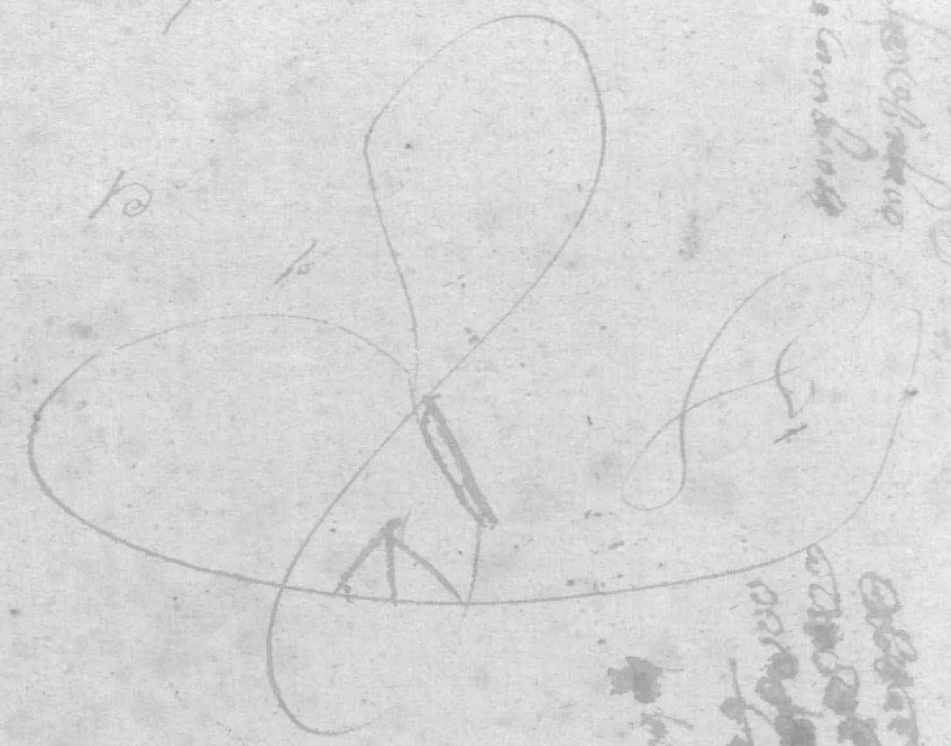
Interest as should or might become due thereon at the Rate
of Nine per Cent per Annum — By reason whereof —
and according to the said Usage and Custom of Pondoo
Natives the said Godda Condaloo Naidoo became liable
to pay to the said Pidepauty Venkiah Brawmy the
said Sum of money mentioned in the said Note with
the Interest thereon According to the tenor and effect of the
said Note and being so liable he the said Godda —
Condaloo Naidoo 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 Pidepauty Venkia Brawmy to pay him the said
Sum of money mentioned in the said Note with the —
Interest thereon According to the tenor and effect of the said
Note — And Whereas also the said Godda Condaloo —
Naidoo afterwards to wit on the day and year aforesaid —
at Madras aforesaid was indebted to the said Pidepauty
Venkiah Brawmy in the Sum of Five Thousand Star
Pagodas of like Current Money for so much Money by the
said Pidepauty Venkiah Brawmy before that time Lent
and Advanced to the said Godda Condaloo Naidoo and at
his Special instance and request and being so indebted
the said Godda Condaloo Naidoo in Consideration
thereof

Third Term 1809—

thereof afterwards to wit on the same day and year afore=
said at Madras aforesaid undertook and then and there
faithfully promised the said Pidepanty Venkiah Brawmy
to pay him the said last mentioned Sum of Money when
he the said Godda Condaloo Naidoo should be thereunto=
afterwards requested Yet the said Godda Condaloo naidoo
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 Pidepanty Venkiah
Brawmy in this behalf hath not yet paid the said several
sums of money or either of them or any part thereof=
although so to do he the said Godda Condaloo Naidoo=
was requested by the said Pidepanty Venkiah Brawmy
to wit on the same day and year aforesaid and often=
afterwards to wit at Madras aforesaid) but the said Godda
Condaloo naidoo to pay the same or any part thereof to the
said Pidepanty Venkiah Brawmy hath hitherto Wholly
refused and still doth refuse To the Damage of the said
Pidepanty Venkiah Brawmy of Five thousand Star=
Pagodas and therefore he brings Suit &c

Tried Ex parte

And now in this third Term in the year One=
thousand eight hundred and nine that is to say on the



eighteenth day of July to which day was given as well to the said Pedepauty Venkiah Brauniny as to the said Fodda Condaloo Naidoo and the said Fodda Condaloo Naidoo says nothing in bar or preclusion of the said Action — of the said Pidepauty Venkiah Brauniny by which the said Pidepauty Venkiah Brauniny remains therein — undefended against the said Fodda Condaloo Naidoo for which the said Pidepauty Venkiah Brauniny ought to — recover his damages by occasion of the Premises And — afterwards to wit on the Twenty fourth day of July — in the Term last aforesaid the said Court having — deligently enquired what damages the said Pidepauty — Venkiah Brauniny hath sustained as well by the means aforesaid as for his Costs and Charges by him about his suit in this behalf expended defend and Adjudged — that the said Pidepauty Venkiah Brauniny hath sustained Damages by occasion of the premises over and above — his Costs and Charges to Two thousand three hundred and forty Pagodas and twenty Fanams and for those Costs — and Charges to One hundred and sixteen Pagodas and twenty three Fanams. Therefore it is Considered that the said Pidepauty Venkiah Brauniny recover against

Judgment signed for the Plaintiff the 17th day of aug. 1809 —

J. Shaw D.y Coty

the

Third Term 1809

the said Godda Condaloo Naidoo his Damages and Costs aforesaid by the Court aforesaid found and adjudged which damages Costs and Charges in the Whole do amount to Two thousand four hundred and fifty nine Pagodas and forty three fanams and the said Godda Condaloo Naidoo in Mercy &c.

Mercy

Third Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Nine.

Fort St George } Robert William Bruce puts in his plea by
Madras to wit } William Light his Attorney against George Robert
Kelly in a Plea of Trespass on the Case.

Fort St George } The said George Robert Kelly puts in his plea
Madras to wit } Gilbert Richetts his Attorney at the Suit of the
said Robert William Bruce in the Plea aforesaid.

Fort St George } Be it Remembered that on the Fourth Term in the
Madras to wit } Year one thousand eight hundred and eight before
the Supreme Court of Judicature at Madras came
Robert William Bruce by William Light
his Attorney and brought into the said Court
then there his certain Plaint against George
Robert Kelly 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 following in these words that is to say

Fort St George

Plaintiffs Attorneys filed 28 September 1808

Fort St. George Madras to wit. Robert William Bruce by William Leight his Attorney Complains of George Robert Kelly being a British Subject and as such a Person liable to the Jurisdiction of this Honorable Court of a Trespass on the Case For that Whereas the said George Robert Kelly heretofore to wit on the Twenty Fourth day of September in the Year of our Lord One Thousand Eight Hundred and Eight at Madras aforesaid was indebted to the said Robert William Bruce in the sum of Three Thousand Star Pagodas of the Current Money of Madras aforesaid for so much Money by the said Robert William Bruce before that time lent and advanced to the said George Robert Kelly at his Special Instance and request and being so indebted he the said George Robert Kelly in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully Promised the said Robert William Bruce to Pay him the said last mentioned sum of Money when he the said George Robert Kelly should be thereto afterwards requested And Whereas the said George Robert Kelly afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was

indebted

unto the the said Robert William Bruce in other Three
Thousand Star Pagodas of like Current Money of Madras
aforesaid for so much Money by the said Robert William
Bruce before that time Paid Laid out and expended to and
for the use of the said George Robert Kelly at his Special
Instance and request and being so indebted he the said
George Robert Kelly in Consideration thereof afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised
the said Robert William Bruce to pay him the said last
Mentioned sum of Money when he the said George
Robert Kelly should be thereto afterwards Requested And
Whereas also the said George Robert Kelly afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid was indebted to the said Robert William Bruce
in other Three Thousand Star Pagodas of like Current
Money of Madras aforesaid for so much Money by the
said George Robert Kelly before that time had and
received to and for the use of the said Robert William
Bruce and being so indebted he the said George Robert
Kelly in Consideration thereof afterwards to wit on the
same day and Year last aforesaid at Madras
undertook and then and there faithfully Promised the

said Robert William Bruce to Pay him the said last
=mentioned sum of Money when he the said George
Robert Kelly should be thereto afterwards requested And
Whereas also the said George Robert Kelly afterwards to
wit on the same day and year last aforesaid at Madras
aforesaid accounted with the said Robert William Bruce
of and concerning divers other sums of Money then due
and owing from the said George Robert Kelly to the said
Robert William Bruce and then being in arrear and
unpaid upon that accounting he the said George Robert Kelly
was then and there found to be in arrear and indebted to the
said Robert William Bruce in other Three Thousand
Star Pagodas of like Current Money of Madras aforesaid
and being so indebted he the said George Robert Kelly
in Consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the
said Robert William Bruce to Pay him the said
last mentioned sum of Money when he the said
George Robert Kelly should be thereto afterwards
requested yet the said George Robert Kelly Not
regarding the said several Promises and undertakings

So

do made by him in this behalf as aforesaid but contriving
and fraudulently intending craftily and subtilly to
deceive and defraud the said Robert William Bruce
hath not yet paid the said several sums of Money aforesaid
or any part thereof to the said Robert William Bruce &
although often requested so to do but to pay the same or any
part thereof he the said George Robert Kelly hath hitherto &
wholly refused and still doth refuse to the Damage of the
said Robert William Bruce of Three Thousand Star
Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the first Term
of the Year one Thousand eight hundred and nine in the
said Supreme Court of Judicature at Madras, until &
which Term the said George Robert Kelly had leave to
imparl to the said Plaint and then to answer the same
came as well the said Robert William Bruce by his
said Attorney as the said George Robert Kelly by his
said Attorney, and the said George Robert Kelly Defends
the wrong and injury when &c and says that he did not
undertake or promise in manner and form as the
said Robert William Bruce hath above thereof
complained against him and of this he puts himself
upon the Court &c. -

Rec.d filed
16.th February
1809 - J.R.

And the said

doth the like —

And now in this Second Term in the year

Hawkins now wife of our Lord One thousand eight hundred and nine —

the 6: April that is to say on the sixth day of April in that year

1809 J Shaw Dy Prothy until which day was given as well to the said

Robert William as to the said George Robert to inform

the Court of the premises come the said parties by

their respective Attornies aforesaid and the said Justices

having heard the Allegations of the respective parties

and examined the truth thereof and duly considered the

Evidence produced on both sides agreed among them-

-selves upon the Verdict to be given of and upon the

premises upon which he the said Robert William

being solemnly called comes not nor does he further

prosecute his said Plaint against the said George

Robert — Therefore according to the form of the Statute in

Judgment of Non suit signed for the Defend.t the 8. day of august 1809 — J. Shaw Dy Prothy

such case made and provided it is considered that the

said Robert William take nothing by his said Plaint

but that he and his pledges to prosecute be in Mercy &c.

and that the said George Robert go thereof without day —

And it is further considered by the Court here that the said

George Robert do recover against the said Robert William

the sum of One hundred and thirty three Pagodas and Sixty
fanams for his Costs and Charges by him laid out about his
defence in this behalf by the Court now here adjudged to the
said George Robert and with his assent according to the form
of the Statute in such case made and provided and that the
Execution said George Robert have execution &c.—

Third Term 1809.

500

Third Term 1809

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

Madras ss. Streerangapatnam Anantaumpilly Terumalah Chauvear puts in his place Robert Orme his Attorney against Carevadoo Vencattarunga Pilly in a Plea of Trespass on the Case. —

Madras ss. The said Carevadoo Vencattarunga Pilly puts in his place Gilbert Ricketts his Attorney at the Suit of the said Streerangapatnam Anantaumpilly Chauvear in the aforesaid. —

Madras ss. Be it remembered that as of the Second Term in the Year of our Lord One thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came the Streerangapatnam Anantaumpilly Terumalah Chauvear by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Carevadoo Vencattarunga Pilly 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

Third Term 1809 —

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Plaint in a Summons filed 25th May 1809 —

Madras ss Sheerangapatnam Anantaumpilly Seremalah Chaurear by Robert Orme his Attorney Complains of Carevadoo Venkattaranga Pilly being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas the said Carevadoo Venkattaranga Pilly heretofore to wit on the Sixteenth Day of November in the Year of Christ One thousand Eight hundred and Six at Madras aforesaid according to the usage and customs of the Hindoo Natives of India made his certain Note in writing in the Malabar Language his own proper hand being thereunto Subscribed bearing date the Day and Year aforesaid and then and there delivered the said Note to the said Sheerangapatnam Anantaumpilly Seremalah Chaurear Whereby the said Carevadoo Venkattaranga Pilly acknowledged that he had that Day borrowed and received of him the said Sheerangapatnam Anantaumpilly Seremalah Chaurear in Star Pagodas the Sum of One thousand three hundred and Eighty two Pagodas and in Company's Rupees the Sum of Three thousand six hundred and Eighteen Pagodas In all Pagodas 5000 Five thousand Pagodas Current Money of Madras which Sum he the said Carevadoo Venkattaranga Pilly did thereby engage to repay him the said Sheerangapatnam Anantaumpilly Seremalah Chaurear on demand with all such Interest as should or might become due thereon at the rate of Ten per Cent per annum By reason whereof and according to the said usage and Custom of such Hindoo Natives the said Carevadoo Venkattaranga Pilly became liable to pay

pay to the said Sheevangapatnam Annatawen Pilley Seruvnalah Chawcar the said Sum of Money mentioned in the said Note with the Interest thereon according to the tenor and effect of the said Note and being so liable he the said Carevados Venkattaranga Pilley in Consideration thereof afterwards to wit on the same Day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Sheevangapatnam Annatawen Pilley Seruvnalah Chawcar to pay him the said Sum of Money mentioned in the said Note with the Interest thereon according to the tenor and effect of the said Note. And Whereas also the said Carevados Venkattaranga Pilley afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Sheevangapatnam Annatawen Pilley Seruvnalah Chawcar in the further Sum of Two thousand Star Pagodas of like Current Money for so much Money by the said Sheevangapatnam Annatawen Pilley Seruvnalah Chawcar before that time lent and advanced to the said Carevados Venkattaranga Pilley and at his special instance and request and being so indebted to the said Carevados Venkattaranga Pilley in Consideration thereof afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sheevangapatnam Annatawen Pilley Seruvnalah Chawcar to pay him the said last mentioned Sum of Money when he the said Carevados Venkattaranga Pilley should be thereunto afterwards

requested Yet the said Caravados Venattavanga Pilly nd
regarding his said several promises and undertakings &c by
him made in manner and form aforesaid but contriving
and fraudulently intending craftily and subtilly to deceive
and defraud the said Streerangapatnam Anantaumpilly
Terumalah Chaurear in this behalf hath and Yet hath the
several sums of money or either of them or any part
thereof / altho &c to do he the said Caravados Venatta-
vanga Pilly was requested by the said Streerangapatnam
Anantaumpilly Terumalah Chaurear to wit on the same
Day and Year last aforesaid and often afterwards at
at Madras aforesaid / but the said Caravados Venkattavan-
ga Pilly to pay the same or any part thereof to the said
Streerangapatnam Anantaumpilly Terumalah Chaurear
hath hitherto Wholly refused and still doth refuse To the
Damage of the said Streerangapatnam Anantaumpilly
Terumalah Chaurear of Ten Thousand Star Pagodas
and therefore they bring Suit &c.

And afterwards to wit in the Third Term of the said year one
imparlance thousand eight hundred and Nine in the said Supreme Court of Judica-
ture at Madras, until which Term the said Caravados Venkatarman-
-ga Pilley had leave to imparl to the said Plaint and then
to answer the same Came as well the said Streerangapatnam
Anantaumpilly Teroomalah Chariar by his said Attorney
as the said Caravados Venkatarunga Pilley by his said
Attorney and the said Caravados Venkatarunga Pilley Defends
the Wrong and injury when &c and says that he did not
undertake or promise in manner and form as the
Rec'd filed 14 July 1809 - J.S.

Third Term 1809

Charisma doth above thereof complained against him and of this he puts himself upon the Court &c

Issue Joined

And the said Streerangapatnam Arruntampilly Seruvanalah Charisma doth the like &c

And now in this Third Term in the year one Thousand eight hundred and Nine that is to say on the twenty fifth day of July to which day was given as well to the said Streerangapatnam Arruntampilly Seruvanalah Charisma as to the said Canavadee Venkatarangapilly 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 Canavadee Venkatarangapilly did promise and undertake in manner and form as the said Streerangapatnam Arruntampilly Seruvanalah Charisma doth above thereof complained against him and they assess the Damages of the said Streerangapatnam Arruntampilly Seruvanalah Charisma on occasion of the premises besides his Costs and Charges by him about his Suit in this behalf expended to Four Thousand four hundred and Seventy two Pagodas Therefore it is Considered that the said Streerangapatnam Arruntampilly Seruvanalah Charisma do recover against the said Canavadee Venkatarangapilly his Damages aforesaid inform aforesaid assessed and also One hundred and Sixteen Pagodas and One Fanam for his Costs and Charges by the said Court now here adjudged to the said Streerangapatnam Arruntampilly Seruvanalah Charisma with his assent which said Damages in the Whole Amount to Four Thousand five hundred and eighty eight Pagodas and One Fanam and the said Canavadee Venkatarangapilly in Mercy &c

Judgment signed for the Plaintiff the 13 day of August 1809

J Shaw
D.J. Pratley

Mercy

# Thurd Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan, Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Thurd Term in the Year one Thousand eight hundred and Nine. —

Madras to Wit — Pootundalum Ponnapillay puts in his place Daniel Neale his Attorney against Moottewanny Valapah Chitty and Teagaroy Chitty in a Plea of Debt. —

Madras to Wit The said Moottewanny Valapah Chitty and Teagaroy Chitty put in their place William Leight their Attorney at the Suit of the said Pootundalum Ponnapillay in the Plea aforesaid. —

Madras to Wit Be it Remembered that as of the Thurd Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Pootundalum Ponnapillay by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Moottewanny Valapah Chitty and Teagaroy Chitty in a Plea of Debt, and there are Pledges for the prosecution to wit John Doe and Richard Roe which Plaint

Plaintiffs Bill filed 24th August 1809 — 2s.

Madras to Wit — Pootundalum Ponnapilley by Daniel Neale his Attorney Complains of Moottiswamy Valapah Chitty and Teagaroy Chitty who are respectively Hindoo Inhabitants of Madras and as such persons Subject to the Jurisdiction of this Honorable Court of a Plea that the said Valapah and Teagaroy render to the said Ponnapilley Five Thousand and four hundred Star Pagodas of the Lawful Current Money of Madras which they owe to and unjustly detain from him — For that Whereas heretofore to wit on the Twenty Second day of March in the Year of Christ One Thousand Eight hundred and Nine at Madras the said Valapah and Teagaroy by their certain Writing Obligatory Sealed with their respective Seals and to the Court here now shewn (the date whereof is the day and year aforesaid) acknowledged themselves to be held and firmly bound to the said Ponnapilley in the said Five Thousand and Four hundred Star Pagodas to be paid to the said Ponnapilley when they the said Valapah and Teagaroy should be thereto afterwards requested — Yet the said Valapah and Teagaroy (although often requested &c.) have not nor hath either of them paid the said Five Thousand and Four hundred Star Pagodas above demanded or any part thereof — But they

to pray the same have and each of them hath hitherto & Wholly refused and still do refuse to the damage of the of the said Ponnapilley of Ten Star Pagodas and therefore he brings his suit &c.

And the said Valapah and Teagavoy by William Light their Attorney come and defend the wrong and injury when &c. and say that that they cannot deny the said Action of the said Ponnapilley nor but that the said Writing Obligatory in the said Plaint of the said Ponnapilley mentioned is the Deed of them the said Valapah and Teagavoy nor but that they the said Valapah and Teagavoy owe to and detain from the said Ponnapilley the said five thousand and four hundred Star Pagodas above demanded in manner and form the said Ponnapilley hath above thereof complained against them.

Judgment by Confession on a Warrant of Atty the 24th Augt 1809 — J. Shaw Dy Prothy

It is therefore considered and adjudged that the said Ponnapilley recover against the said Valapah and Teagavoy his said Debt and that the said Valapah and Teagavoy pay to the said Ponnapilley for his Costs and Charges laid out by him about his suit in this behalf the sum of Fifty two Pagodas and two Fanams and that the said Valapah and Teagavoy be in Mercy &c.

Third Term 1809

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by Daniel Neale his Attorney prays the writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Bodies of the said Mootturamasey Valapah Chitty and Teagarey Chitty to Satisfy the said Sokundalum Ponnapillay of Two thousand Eight hundred and Twenty Six Pagodas and two Fannams for debt which the said Sokundalum Ponnapillay Recovered against the said Mootturamasey Valapah Chitty and Teagarey Chitty and also Fifty two Pagodas and two Fannams adjudged to the said Sokundalum Pannapillay 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 &c. here on the Twenty fifth day of September instant. -

Writ of Capias ad Sa issued on the 24th day of August 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sulivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of one thousand eight hundred and Nine.

Fort St George
Madras to Wit } Shaick Rashum puts in his place William Light his Attorney against Rashum Khan in a Plea of Trespass on the Case.

Fort St George
Madras to Wit } The said Rashum Khan puts in his place Daniel Neale his Attorney at the Suit of the said Shaick Rashum in the Plea aforesaid.

Fort St George
Madras to Wit } Be it Remembered that in the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Shaick Rashum by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint Plaint against Rashum Khan in a Plea of Trespass on the Case, and then are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Plaintiff complains
filed 18. Febry
1809 - G.R.

Fort St George Madras to wit Shaick
Rashum by William Light his attorney complains
of Rashum Khan a Mahomedan Inhabitant of
of Madras and as such a Person liable to the Ju-
Jurisdiction of this Honorable Court of a Plea of
Trespass on the Case For that Whereas the said Rashum
Khan heretofore to wit on the Fifteenth day of the Month
of February in the Year of our Lord One thousand
Eight Hundred and Nine at Madras aforesaid
was indebted to the said Shaick Rashum in the sum of
Seven Hundred Arcott Rupees of the Current Money
of Madras aforesaid for so much Money by the said
Shaick Rashum before that time lent and advanced
to the said Rashum Khan at his special Instance
and Request and being so indebted he the said Rashum
Khan in Consideration thereof afterwards to wit on
the same day and Year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised the
said Shaick Rashum to pay him the said last
mentioned sum of Money when he the said
Rashum Khan should be thereto afterwards requested
And Whereas the said Rashum Khan afterwards to

wit

writ on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Shaick Rosheen in other Seven Hundred Arcott Rupees of like Current Money of Madras aforesaid for so much Money by the said Shaick Rosheen before that time paid laid out and expended to and for the use of the said Rosheen Khan at his Special instance and request and being so indebted he the said Rosheen Khan in Consideration thereof afterwards to writ on the same day and year last aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Shaick Rosheen to pay him the said last mentioned Sum of Money when he the said Rosheen Khan should be thereto afterwards requested. And Whereas also the said Rosheen Khan afterwards to writ on the same day and year last aforesaid at Madras aforesaid was indebted to the said Shaick Rosheen in other Seven Hundred Arcott Rupees of like Current Money of Madras aforesaid for so much Money by the said Rosheen Khan before that time had and received to and for the use of the said Shaick Rosheen and being so indebted he the said Rosheen Khan in Consideration thereof afterwards to writ on the same

day

1809

Judgment Roll

Third Term

Section 23

day and Year last aforesaid at Madras aforesaid &c
Undertook and then and there faithfully promised the
said Shaick Roshuun to Pay him the said last
mentioned Sum of Money when he the said Roshuun
Khan should be thereto afterwards requested. And
Whereas also the said Roshuun Khan afterwards
to wit on the Same day and year last aforesaid at
Madras aforesaid Accounted with the said Shaick Roshuun
of and Concerning divers other Sums of Money then due
and owing from the said Roshuun Khan to the said
Shaick Roshuun and then being in arrear and unpaid
upon that accounting he the said Roshuun Khan was
then and there found to be in arrear and indebted to
the said Shaick Roshuun in other Seven Hundred Arcot
Rupees of Like Current Money of Madras aforesaid &c
and being so indebted he the said Roshuun Khan in &c
Consideration thereof afterwards to wit on the Same day and
year last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Shaick Roshuun
to pay him the said last mentioned Sum of Money when he
the said Roshuun Khan should be thereto afterwards &c
requested yet the said Roshuun Khan Not Regarding the
said Several promises and undertakings so made by him
in this behalf as aforesaid but Contriving and fraudulently

intending Craftily and Subtilly to deceive and defraud the said Shaick Rashuun hath not yet Paid the said several Sums of Money aforesaid or any Part thereof to the said Shaick Rashuun / Although often Requested & to do but to pay the same or any part thereof he the said Rashuun Khan hath hitherto wholly refused and still doth Refuse to the Damage of the said Shaick Rashuun of Seven Hundred Arcott Rupees and thereupon he brings his Suit &c.—

imparlance

And afterwards to wit on the Seventh day of March in the Vacation after the said first Terme of the said Year One thousand Eight hundred and Nine in the said Supreme Court of Judicature at Madras and on which day the said Rashuun Khan had leave to imparl to the said Plaint and then to Answer the same came as well the said Shaick Rashuun by his said Attorney, as the said Rashuun Khan by his said Attorney and the said Rashuun Khan defends the wrong and injury when &c and says that he did not undertake and promise in manner and form as the said Shaick Rashuun hath above thereof complained against him and of this he puts himself upon the Court &c.—

Def. Filed 11th March 1809 J.S.

Issue Joined

And the

And Now in the Second Term in the Year one Thousand Eight Hundred and Nine that is to say on the Tenth day April to which day was given as well to the said Shaick Rostum as to the said Rostum Khan to inform the Court of the Premises at which day Came the Parties aforesaid by their said Attorneys and the said Justices having Heard the respective Allegations of the Parties and Examined the truth thereof and duly and deliberately Considered the Evidence they that he the said Rostum Khan did Promise and Undertake in Manner and form as the said Shaick Rostum hath above thereof Complained against him and they assess the Damages of the said Shaick Rostum on Occasion of the Premises besides his Costs and Charges by him about his Suit in this behalf expended to Eighty Nine Star Pagodas and and Six Fanams, therefore it is Considered that the said Shaick Rostum do recover against the said Rostum Khan his Damages aforesaid in form aforesaid assessed and also one Hundred and thirty two Star Pagodas and Eight Fanams for his said Costs and Charges by the Court now here adjudged to the said Shaick Rostum

Judgment for Plaintiff on a Verdict in assumpsit -

Judgment signed for the Plaintiff the 20. August 1809 - Shaw Ty Pothy

with his afsent which said Damages Costs and Charges in the whole amount to Two Hundred and twenty one Star Pagodas and Fourteen fanams and the said Roshuun Khan in Mercy &c.

And thereupon the said Sheick Roshuun by William Light his Attorney prays the Writ of our Lord the King of Fieri Facias to be directed to the Sheriff of Madras commanding him to levy and make of the Goods Lands Debts and other Effects Real and Personal of the said Roshuun Khan within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of Two hundred and twenty one Pagodas and fourteen fanams which the said Sheick Roshuun Recovered against the said Roshuun Khan for Damages which he hath sustained as well by occasion of the Non performance of Certain promises and undertakings made by the said Roshuun Khan to the said Sheick Roshuun as for Costs and Charges by him about his Suit in that behalf Expended - and it is granted unto him &c returnable here on the Thirtieth day of September Next.

Writ of Fi. Fa. issued 30th August 1809

578

Third Term 1809.

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

Fort Saint George Madras to Wit } Manawaurcancoo Vardaraja Moodeliar puts in his place William Light his Attorney against Rawnoo Pillay and Seenevasa Pillay in a Plea of Trespass on the Case. —

Fort Saint George Madras to Wit } The said Rawnoo Pillay and Seenevasa Pillay in their proper persons at the Suit of the said Manawaurcancoo Vardaraja Moodeliar in the Plea aforesaid.

Fort Saint George Madras to Wit } Be it Remembered that in the Vacation after the first Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Manawaurcancoo Vardaraja Moodeliar by William Light his Attorney and brought into the said Court then there his certain Plaint against Rawnoo Pillay and Seenevasa Pillay in a Plea of Trespass on the Case, and there are Pledged

Plaintiffs assumpsit Fort Saint George Madras to Wit Manawaurcanroo
filed 13th March 1809 Vardaraja Moodeliar by William Leight his attorney
Complains of Raunoo Pillay and Seenevauga Pillay
who are Heridoo Inhabitants of Madras respectively and
as such Persons liable to Jurisdiction of this Honorable
Court of a Plea of Trespass on the Case For that Whereas
the said Raunoo Pillay and Sheenevasa Pillay heretofore
to wit on the day of September in the year of our Lord One
Thousand Eight hundred and Seven by a Certain Bond
in writing in the Malabar Language According to the
Custom of such Natives the date whereof is on the day and
Year aforesaid therein described as on the Twenty sixth
day of the month of Awany of the Year of Prabava at
Madras aforesaid Acknowledged to have Borrowed and
Received of the said Manawaurcanroo Vardaraija
Moodeliar the sum of One Thousand Two hundred and
Seventy five Star Pagodas of the Current money of Madras
aforesaid which said sum of money they the said
Raunoo Pillay and Sheenevasa Pillay thereby engaged
to repay the said Manawaurcanroo Moodeliar on or before
the Tenth day of the Month of February of the Year One
Thousand Eight hundred and Eight then next following

with all such Interest as should or might become due thereon at
and after the rate of Twelve per Cent per Annum Whereby
and by force of the Customs and Laws of such Natives
they the said Ramnoo Pillay and Sheenevasa Pillay became
liable to Pay to the said Manavaiengancoo Varadaraja &c
Modeliar the said Sum of Money in the said Note Mentioned
According to the tenor and Effect thereof and being so liable
they the said Ramnoo Pillay and Sheenevasa in Consideration
thereof afterwards to wit on the same day and year &c
aforesaid at Madras aforesaid undertook and then and there
faithfully Promised the said Manavaurcancoo Varadara-
ja Modeliar to Pay him the said Sum of Money in the
in the said Note mentioned According to the tenor and
Effect thereof And Whereas the said Ramnoo Pillay and
Sheenevasa Pillay afterwards to wit on the Twenty Third
day of February in the year One Thousand Eight &
hundred and Nine at Madras aforesaid was indebted to
the said Manavaurcancoo Varadaraja Modeliar in
other Two Thousand five hundred and Fifty Star Pagodas
of the Current Money of Madras aforesaid for so much
Money by the said Manavaurcancoo Varadaraja &
Modeliar before that time lent and advanced to the
said Ramnoo Pillay and Sheenevasa Pillay and

the said Rammoo Pillay and Sheenevausa Pillay in
consideration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Manavaue-
=carroo Varadarauja Modeliar to Pay him the said last
Mentioned Sum of Money when they the said Ramma
Pillay and Sheenevausa Pillay should be thereto afterwards
requested And Whereas also the said Rammoo Pillay and
Sheenevausa Pillay afterwards to wit on the same day and
year last aforesaid at Madras aforesaid was indebted to the
said Manavauevarcaroo Varadarauja Modeliar in other
Two Thousand Five hundred and fifty Star Pagodas of
like Current Money of Madras aforesaid for so much
Money by the said Manavauevarcaroo Varadarauja
Modeliar before that time Paid laid out and Expended
to and for the use of the said Rammoo Pillay and Sheene-
=vausa Pillay at their special instance and request
and being so indebted they the said Rammoo Pillay and
Sheenevausa Pillay in Consideration thereof afterwards
to wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there faithfully
promised the said Manavauevarcaroo Varadarauja
Modeliar to Pay him the said last Mentioned Sum

Sheenevarsa Pillay should be thereto afterwards requested
And Whereas also the said Rawnoo Pillay and Sheene-
vasa Pillay afterwards to wit on the same day and year
last aforesaid at Madras aforesaid was indebted to the
said Maravaurcanoo Vandavanja Modeliar in other
Two Thousand five hundred and fifty Star Pagodas of
like Current Money of Madras aforesaid for so much
Money by the said Rawnoo Pillay and Sheenevasa
Pillay before that time had and received to and for the use
of the said Maravaurcanoo Vandavanja Modeliar and
being so indebted they the said Rawnoo Pillay and
Sheenevasa Pillay 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 Maravaurcanoo Vandavanja
Modeliar to Pay him the said last Mentioned Sum of
Money when they the said Rawnoo Pillay and
Sheenevanja Pillay should be thereto afterwards
requested And Whereas also the said Rawnoo
Pillay and Sheenevasa Pillay afterwards to wit on the
same day and Year last aforesaid at Madras
aforesaid accounted with the said Maravaurcanoo
Vandavanja Modeliar

sums of Money then due and owing from the said &c
Ramma Pillay and Sheenevasa Pillay to the said &c
Manavaurcancoo Varadaraja Moodeliar and then being in
arrear and unpaid upon that accounting they the said
Ramma Pillay and Sheenevasa Pillay was then &c
and there found to be in arrear and indebted to the said
Manavaurcancoo Varadaraja Moodeliar in other Two &c
Thousand five hundred and fifty Star Pagodas of like
Current Money of Madras aforesaid and being so indebted
they the said Ramma Pillay and Sheenevasa Pillay &c
in Consideration thereof afterwards to Wit on the same day
and year last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Manavaurcancoo &c
Varadaraja Moodeliar to Pay him the said last mentioned
sum of Money when they the said Ramma Pillay and &c
Sheenevasa Pillay should be thereto afterwards requested
yet the said Ramma Pillay and Sheenevasa Pillay-
Not regarding the said several Promises and undertak-
-ings so made by them in this behalf as aforesaid but —
Contriving and fraudulently intending craftily and
subtilly to deceive and defraud the said Manavaurcancoo
Varadaraja Moodeliar have not yet paid the said &c
several Sums of Money aforesaid or any part thereof to

the said Manavaurcarraco Varadarauja Modelliar although often requested do to do but to Pay the same or any Part thereof they the said Ramanoo Pillay and Sheenevasa Pillay have hitherto Wholly refused and Still do refuse to the damage of the said Manavaurcarraco Varadarauja Modelliar of Two Thousand five hundred and fifty Star Pagodas and therefore he brings his Suit &c.

And Now in this Second Term in the Third Estate year One thousand Eight Hundred and Nine that is to say on the fourth day of April to which day was given as well to the said Manavaurcarraco Varadaraja Modelliar as to the said Ramanoo Pillay and Seenavasa Pillay and the said Ramanoo Pillay and Seenavasa Pillay say nothing in bar or Preclusion of the said Action of the said Manavaurcarraco Varadaraja Modelliar by which the said Manavaurcarraco Varadaraja Modelliar remains therein undefended against the said Ramanoo Pillay and Seenavasa Pillay for which the said Manavaurcarraco Varadaraja Modelliar ought to & recover his damages by occasion of the Premises and afterwards to wit on the fourth day of the said Month of April in the Term last

Court having diligently enquired what damages the said

Judgment for the Plaintiff on a Verdict in Assumpsit

Mannavarcanacoo Vurdaraja Moodeliar hath sustained as well by the means aforesaid as for his Costs and Charges by him about his suit in this behalf expended do find and adjudge that the said Mannavarcanacoo Moodeliar hath sustained damages by occasion of the Premises over and above his Costs and Charges of the Sum of One thousand five hundred and seventy five Star Pagodas and forty three Fanams and for his Costs and Charges the Sum of One hundred and fifty five Star Pagodas and Thirty seven Fanams Thereupon

Judgment signed for the Plaintiff the thirtieth August 1809 J Shaw Sypnothy

it is considered that the said Mannavarcanacoo Vurdaraja Moodeliar recover against the said Ramoo Pillay and Seenavasa Pillay 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 One thousand Seven hundred and twenty One Star Pagodas and thirty five Fanams and the said Ramoo Pillay and Seenavasa Pillay in Mercy &c

And hereupon the said Mannavarcanacoo Vurdaraja Moodeliar by William Light his Attorney prays the Writ of our Fieri Facias to be directed to the Sheriff of Madras

Commanding him to levy and make of the Monies, Lands, Debts and other Effects Real and Personal of the said Ramnoo Pillay Seenevasaga Pillay within the jurisdiction of the said Supreme Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of One Thousand Seven hundred and twenty five Pagodas and thirty five Fanams which the said Manawaserancoo Vardaraja Modeliar recovered against the said Ramnoo Pillay & Seenevasaga Pillay for damages which he hath sustained as well by & occasion of the Non performance of certain provisions and undertakings made by the said Ramnoo Pillay and Seenevasaga Pillay to the said Manawaserancoo Vardaraja Modeliar as for Costs and Charges by him about his Suit in that behalf Expended and it is granted & unto him returnable here on the Thirtieth day of September Next.

Writ of Fi. Fa. issued against the Defendant on the 30th August 1809

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

Madras to Wit— John Doe on the demise of Calendechey Ummall puts in his place William Light against Richard Roe in a Plea of Trespass and Ejectment.—

Madras to Wit— The said Richard Roe in his own proper person— at the Suit of the said John Doe in the Plea aforesaid—

Madras to Wit Be it Remembered that in the Fourth Term in the Year One thousand eight hundred and eight before the Supreme Court of Judicature— at Madras came John Doe by William Light his Attorney and brought into the said Court— then there his certain Plaint against— Richard Roe in a Plea of— Trespass and Ejectment, and then and Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Third Term 1809

Plaintiff Costs Rs
filed 12th
September 1808

Madras to Wit. John Doe by William Light his Attorney complains of Condapah Modelliar being an Hindoo Inhabitant of Madras and as such a Person liable to the Jurisdiction of this Honorable Court of a Plea For that whereas heretofore to wit on the Twenty first day of March which was in the year of Christ One thousand Eight hundred and Eight at Madras aforesaid One Poodo-paukum Collendechey Unnaall had demised granted and to farm let unto the said John Doe Ten Messuages Ten Dwelling Houses Ten out Houses Five Bungelows and Ten Cannies of Ground with the appurtenances thereunto belonging Situate lying and being in Poodopaukum within the limits of Madras to have and to hold the said premises with the appurtenances to the said John Doe and his assigns from the said Twenty first day of the said Month of March in the year aforesaid for and during and unto the full end and Term of Ten Years from thence next ensuing and fully to be Complete and ended by virtue of which said Demise the said John Doe entered into the said tenement and appurtenances so demised to him as aforesaid and was thereof possessed until the said Condapah Modelliar afterwards and during the

Interest of the said John Doe in the said tenement and appurtenances to wit on the Twenty third day of the said Month of March in the Year aforesaid at Madras aforesaid entered with force and Arms upon the said tenement with the appurtenances and in and upon the possession of the said John Doe and Ejected the said John Doe from his said said several premises and other injurious to the said John Doe then and there did against the Peace of Our Lord the now King and to the Damage of the said John Doe of Five hundred Star Pagodas and therefore he brings his Suit &c.—

And now in the fourth Term in the Year of our Lord One Thousand Eight Hundred and Eight that is to say on the twenty third day of September whereof which day was given the said Richard Roe to answer the said Plaint and then and there to Answer the same as well the said John Doe by his Attorney aforesaid as the said Richard Roe in his proper person and the said Richard Roe defends the force and injury when &c and says nothing in bar or Preclusion of the said Action of the said John Doe and the said John Doe remains to herein undefended against the said

Judgment ag.st the Casual Ejector by Order of Court made on the 23.d Sept.r 1808
J Shaw
Dy Prothy

Judgment Signed against the Casual Ejector the fourth day of September 1809 J Shaw Dy Prothy

Richard Roe therefore It is considered that the said John Doe recover against the said Richard Roe his said Term yet to come of and in the Premises afore-said with the Appurtenances and also his Damages sustained by reason of the trespass and Ejectments aforesaid and hereupon the said John Doe freely here in Court remits to the said Richard Roe all such Damages Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the trespass and Ejectment aforesaid Therefore let the said Richard Roe be acquitted of those Damages Costs and Charges &c and hereupon the said John Doe prays the Writ of our Lord the King to be directed to the Sheriff of Madras to cause him to have Possession of his said Term yet to come of and in the Premises aforesaid with the Appurtenances and it is granted to him

Third Term 1809 —

Third Term 1809

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

Madras ss Tritchinopoly Crasapah Moodeliar puts in his place Robert Orme his Attorney against Jervis Rowe in a Plea of Trespass on the Case. -

Madras ss The said Jervis Rowe in his proper person at the Suit of the said Tritchinopoly Crasapah Moodeliar in the Plea aforesaid -

Madras ss Be it Remembered that as of the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Tritchinopoly Crasapah Moodeliar by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Jervas Rowe in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras -

Plaintiff assumpsit filed 8th March 1809 — 25.

Madras ss Sreichimpoly Erasapah Mod= =deliar by Robert Orme his attorney Complains of Jeevun Row being an Hindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas on Lutchmun Row on the twenty third Day of November in the Year of Our Lord One thousand Eight hundred and Eight at Madura to wit at Madras aforesaid According to the usage and Custom of Merchants from time immemorial used and approved of made his certain Bill of Exchange in Writing his own proper hand being thereunto Subscribed bearing Date the day and Year aforesaid and then and there directed the said Bill to the said Jeevun Row by the Name and description of Jeevun Row Madras and thereby required the said Jeevun Row at thirty Days after Sight of that his bill of Exchange to pay or cause to be paid unto the said Sreichimpoly Erasapah Modeliar by the name and addition of R: R: S Erasapah Modeliar or order the Sum of /3000/ Three thousand Star Pagodas in Rupees and place the same to the debit of him the said Lutchmun Row and the said Lutchmun Row

then and there delivered the said bill of Exchange to the said &c
Trichinopoly Erasapah Moodeliar which said Bill of Exchange
on Senjany Buttoo as the Shroffs or agent and by the
Authority and Order and in the name and behalf of the said &c
Jeroun Bow afterwards to wit on the Twelfth Day of December
in the Year aforesaid at Madras aforesaid upon Sight thereof
accepted According to the said usage and Custom of Merchants,
And by Reason thereof and According to the said Usage and
Custom of Merchants the said Jeroun Bow became liable
to pay to the said Trichinopoly Erasapah Moodeliar the said
Sum of Three Thousand Star Pagodas in the said bill of
Exchange specified according to the tenor and effect of the
said Bill of Exchange and of the said Acceptance thereof And
Whereas also the said Jeroun Bow afterwards to wit on the &c
Thirteenth day of January in the Year of our Lord One Thou-

indebted to the said Trichinopoly Erasapah Moodeliar in the
further Sum of Six Thousand Star Pagodas of the Current
Money of Madras for so much Money by the said
Lewnen Row before that time had and received to and
for the use of the said Trichinopoly Erasapah Moodeliar
and at his special instance and request And being so
indebted he the said Lewnen Row in Consideration thereof
afterwards to wit on the same Day and Year last afore-
said at Madras aforesaid undertook and then and there
faithfully promised the said Trichinopoly Erasapah
Moodeliar to pay him the said last mentioned Sum of
Money when he the said Lewnen Row should be
thereunto afterwards Requested Yet the said Lewnen
Row 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
Trichinopoly Erasapah Moodeliar in this behalf Hath
not yet paid the said several Sums of Money or either
of them or any part thereof / altho so to do he the
said Lewnen Row was requested by the said
Trichinopoly Erasapah Moodeliar to wit on the
same Day and Year last aforesaid and often

aforesaid to wit at Madras aforesaid) but the said Seevan Row to pay the same or any part thereof to the said Trichinopoly Crasapah Moodeliar hath hitherto Wholly refused and still doth refuse To the Damage of the said Trichinopoly Crasapah Moodeliar of Six thousand Star Pagodas and therefore he brings his Suit &c.

Tried Exparte

And heretofore to wit on the Second Term in the Year One thousand eight hundred and Nine that is to say on the eighteenth day of March to which day was given as well to the said Trichinopoly Crasapah Moodeliar as to the said Seevan Row and the said Seevan Row says nothing in bar or preclusion of the said Action of the said Trichinopoly Crasapah Moodeliar by which the said Trichinopoly Crasapah Moodeliar remains therein undefended against the said Seevan Row for which the said Trichinopoly Crasapah Moodeliar ought to recover his Damages by occasion of the premises. and afterwards to wit on the Seventh day of April in the Term last aforesaid the said Court having diligently enquired what damages the said Trichinopoly Crasapah Moodeliar hath sustained as Well by the means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and Adjudge that the said

Roll [illegible]

1869

Judgment Roll

Third Term

Section 24-

[illegible]

Trichinopoly Cavarpah Modeliar hath sustained Damages by occasion of the premises over and above his Costs and Charges to Three thousand two hundred and eight Pagodas and four Fanams and for those Costs and Charges to One hundred and seven Pagodas and thirteen fanams Therefore it is considered that the said Trichinopoly Cavarpah Modeliar recover against the said Seevaun Row his damages and Costs aforesaid by the Court aforesaid found and adjudged Which damages in the Whole Amount to Three thousand three hundred and Sixteen Pagodas and Seventeen fanams and the said Seevaun Row in Mercy &c.

Judgment signed for the Plaintiff the Fifth day of September 1809
J. Shaw Dy Prothy

Mercy

Third Term 1809

539

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice - and the Honble Sir Benjamin Sullivan Knight, Puisne Justice &c of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year one thousand &c eight hundred and Nine. —

Madras ss Cullatoor Seenevasa Ayengar puts in his place Robert Orme his Attorney against Mayly Mullee &c Cashawah in a Plea of Debt. —

Madras ss The said Mayly Mullee Cashawah in his proper &c person, at the Suit of the said Cullatoor Seenevasa &c Ayengar in the Plea aforesaid. —

Madras ss Be it Remembered that as of the Third Term in the Year one thousand eight hundred and eight &c before the Supreme Court of Judicature at Madras &c came Cullatoor Seenevasa Ayengar by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Mayly Mullee Cashawah &c in a Plea of Debt, and there are Pledged &c for the Prosecution, to wit, John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras.

540 Third Serra 1809

Plaint in debt filed 9th September 1808 - Js.

Madras ss Cullatoor Seenevasa Ayen-
gar by Robert Orme his Attorney complains of
Mayly Mullee Cashavah being an Hindoo &
Inhabitant of Madras and as such subject to the &
Jurisdiction of this Honorable Court of a Plea that
he render to him the said Cullatoor Seenevasa &
Ayengar Five hundred and Forty Star Pagodas &
which he owes to and unjustly detains from him
For that Whereas the said Mayly Mullee Casha-
vah heretofore to wit on the Twenty first Day of
October in the Year One thousand Eight hundred &
and Seven at Madras aforesaid by his certain &
Writing Obligatory sealed with the Seal of the said
Mayly Mullee Cashavah and to the Court here
now Shewn the Date whereof is on the day and &
Year aforesaid Acknowledged himself to be then and
there held and firmly bound unto the said &
Cullatoor Seenevasa Ayengar in the penal Sum of
Five hundred and forty Star Pagodas to be paid to
the said Cullatoor Seenevasa Ayengar when he
the said Mayly Mullee Cashavah should be there-
unto afterwards requested Yet the said Mayly Mullee

Cashavah (altho often requested &c.) hath not paid the
said Sum of Five hundred and forty Man Pagodas above
demanded or any part thereof to the said Cullatoor
Seenevasa Ayengar But to pay the same or any part thereof
to the said Cullatoor Seenevasa Ayengar he the said Mysly
Mullie Cashavah hath hitherto wholly refused and still
doth refuse To the said Cullatoor Seenevasa Ayengar his
Damage of Fifty Pagodas and therefore he brings Suit &c.

And now in this third term in the Year One
thousand eight hundred and nine that is to say on the
eighteenth day of July to which day was given as well
to the said Cullatoor Seenevasa Ayengar as to the said Mysly
Mullie Cashavah and the said Mysly Mullie Cashavah
says nothing in bar or preclusion of the said Action of
the said Cullatoor Seenevasa Ayengar by which the
said Cullatoor Seenevasa Ayengar remains therein
undefended against the said Mysly Mullie Cashavah
And afterwards to wit on the twenty fourth day of July in
the Year aforesaid 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 Plaintiff say that the said
writing Obligatory in the Plaint mentioned is the Deed

of

of the said Myly Mullee Cashavah as the said Cullatoor Seenevasa Ayengar hath in his said Plaint in that behalf therein alledged Therefore it is Considered that the said Cullatoor Seenevasa Ayengar do recover against the said Myly Mullee Cashavah his said Debt and also One hundred and twenty four Pagodas and Thirty nine Fanams for his Costs and Charges by the Court now here adjudged to the said Cullatoor Seenevasa Ayengar by his assd And the said Myly Cassavah in Mercy &c.

Judgment signed for the Plaintiff the fifth day of September 1809
E Shaw
Dy Prothy

Mercy

And thereupon the said Cullatoor Seenevasa Ayengar by Robert Arnee 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 Myly Mullee Cashavah & Satisfy the said Cullatoor Seenevasa Ayengar of Four hundred and fifty five Pagodas and Six Fanams for debt and damages which the said Cullatoor Seenevasa Ayengar recovered against the said Myly Mullee Cashavah 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

Third Term 1809 — 5 Lib

here, Returnable here on the Nineteenth day of Sept
September inst A.D. —

Writ of Ca. & Sa.
issued on the 5th day
of Sept. 1809

Third Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the 3d Third Term in the Year one thousand eight hundred and Nine

Madras ss Leith Alexander Davidson puts in his place Robert Orme his Attorney against William Abbott and Richard Arthur Maitland in a Plea of Debt—

Madras ss The said William Abbott and Richard Arthur Maitland in their proper persons, at the Suit of the said Leith Alexander Davidson in the Plea aforesaid—

Madras ss Be it Remembered that as of the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Leith Alexander Davidson by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against William Abbott and Richard Arthur Maitland in a Plea of 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

Plaintiff Debt
filed June 7.
1809 — G.R.

Madras ss Leith Alexander Davidson by
Robert Orme his Attorney complains of William
Abbott and Richard Arthur Maitland being respectively
British Subjects and as such Subject to the Jurisdiction
of this Honorable Court of a Plea that they render to him
the said Leith Alexander Davidson Twenty Five
Thousand Five hundred and Twenty two Star Pagodas
Forty one Fanams and Twelve Cash which they owe
to and unjustly detain from him For that Whereas
the said William Abbott and Richard Arthur Maitland
on the Fifteenth day of November in the Year one
thousand eight hundred and Six to wit at Madras
aforesaid by their certain writing Obligatory Sealed
with the Seals of them the said William Abbott and
Richard Arthur Maitland and now shewn to the Court
here the date Whereof is on the day and Year aforesaid
acknowledged themselves to be then and there held and
firmly bound unto the said Leith Alexander Davidson
by the Name and description of Leith Alexander
Davidson of Calcutta in Bengal Merchant in the
penal Sum of Eighty three thousand one hundred
and Sixty Nine Sicca Rupees Eleven Annas and four
pice Money of Calcutta to be paid to the said Leith Alexander
Davidson

Davidson when they the said William Abbott and the
Richard Arthur Maitland should be thereunto afterwards
requested And the said Leith Alexander Davidson fur-
avers that the said Sum of Eighty three Thousand One
Hundred and Sixty Nine Sicca Rupees Eleven Annas
and Four Pice Money of Cucutta is of the value of Twenty
Five Thousand Five hundred and Twenty Two Star Pagodas,
Forty One Fanams and Twelve Cash Yet the said William
Abbott and Richard Arthur Maitland (although often fur-
requested &c.) have not nor hath either of them paid the
said Sum of Twenty Five Thousand Five hundred and
Twenty Two Star Pagodas Forty One Fanams and twelve
Cash above demanded or any part thereof to the said Leith
Alexander Davidson, But to pay the same or any part thereof
to the saith Leith Alexander Davidson they the said fur-
William Abbott and Richard Arthur Maitland have and
each of them hath hitherto wholly refused and still do fur-
and each of them still doth refuse to the said Leith fur-
Alexander Davidson his Damage of One Hundred
Pagodas and therefor he brings Suit &c. —

And afterwards to wit in the Third Term of
the Year one Thousand eight hundred and Nine, in the
said Supreme Court of Judicature at Madras, until which
Term the said William Abbott and Richard Arthur

impertinence

Maitland had leave to impark to the said Plaint and then to Answer the same Came as well the said Leith Alexander Davidson by his said Attorney as the said William Abbott and Richard Arthur Maitland by their said Attorney, and the said William Abbott and Richard Arthur Maitland Defend the wrong and injury When &c. and say that the said Writing Obligatory in the said Declaration mentioned is not their Deed in manner and form as the said Leith Alexander Davidson hath above thereof Complained against them and of this they put themselves upon the Court &c.

Plea filed 28th July 1809

Issue Joined

Plea withdrawn & Cognovit filed 16 august 1809

And the said Leith Alexander Davidson doth the like &c.

And now in this same Term the said William Abbott and Richard Arthur Maitland by William Light their Attorney come and say that they cannot deny the said Action of the said Leith Alexander Davidson nor but that the said Bond or writing Obligatory in the said Plaint mentioned is the Deed of the said William Abbott and Richard Arthur Maitland nor but that the said William Abbott and Richard Arthur Maitland owe to and detain from the said Leith Alexander Davidson the said Twenty five

Judgment by Confession

Thousand Five hundred and twenty two Star Pagodas
Forty one Fanams and Twelve Cash in manner and
and form as the said Leith Alexander Davidson
hath above thereof complained against them Therefor
it is considered that the said Leith Alexander Davidson
Judgment signed for the Plaintiff the 6th day of September 1809
Recover against the said William Abbott and Richard
Arthur Maitland his said Debt and also Eighty six
Pagodas and four Fanams for his damages which he
hath sustained as well by occasion of the detaining the
said debt as also for his Costs and Charges by him about
his Suit in this behalf expended adjudged to the said
Leith Alexander Davidson with his assent and the
said William Abbott and Richard Arthur Maitland
Mercy in Mercy &c.

Afterwards to wit on the Eighth day of May in
the Vacation after the second Term of the Year one
Satisfaction Piece filed 8th may 1812
thousand eight hundred and twelve before the said Supreme
Court of Judicature at Madras aforesaid comes the said
Leith Alexander Davidson by his Attorney aforesaid
and acknowledgeth himself to be satisfied by the said
William Abbott and Richard Arthur Maitland
of Two thousand Eight hundred and seventy Nine

Pagodas thirty seven fanams and thirty five Cash &c
for the Debt and Damages aforesaid Thereupon let the
said William Abbott and Richard Arthur Maitland
be thereof acquitted &c

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin O'Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one thousand eight hundred and Nine.—

Madras to Wit. John Doe on the demise of Annoogum Naicker and Mutton Naicker puts in his place William Light his attorney against The Honble the United Company of Merchants of England trading to the East Indies, in a Plea of Trespass &c and Ejectment.—

Madras to Wit. The said United Company of Merchants of England Trading to the East Indies put in their place Robert Orme their &c attorney, at the Suit of the said John Doe in the Plea &c aforesaid.—

Madras to Wit. Be it Remembered that in the Second Term in the Year one thousand eight hundred and eight 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 United Company of Merchants of England trading to the East Indies in a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaintiffs Declaration filed 24th March 1808 — L.S.

Madras to Wit — John Doe by William Light his Attorney Complains of the United Company of Merchants of England trading to the East Indies and as such subject to the Jurisdiction of this Honorable Court of a Plea For That Whereas heretofore to wit on the Twentieth day of November which was in the Year of Christ one Thousand Seven hundred and Ninety Nine at Madras aforesaid Armoogum Naicker and Muttoo Naicker had demised granted and to farm let unto the said John Doe one Hundred Messuages One Hundred Dwelling Houses one Hundred Godowns one Hundred Shops one Hundred out Houses one Hundred Stables Fifty Bungalows Five Churches and one Hundred Cannies of Waste Land Situated Lying and being in the Village of Royapooram within the limits of Madras to have and to hold the said premises with the appurtenances unto the said John Doe and his assigns from the said Twentieth day of the said Month of November in the Year aforesaid for and during and unto the full end and

Term

Term of Ten Years from thence next ensuing and fully
to be Complete and ended by Virtue of which said
demised the said John Doe entered into the said
Tenement and appurtenances so demised to
him as aforesaid and now thereof possessed until
the said the United Company of Merchants of
England trading to the East Indies aforesaids and
during the Continuance of the said Term and Interest
of the said John Doe in the said Tenements and
appurtenances to wit on the Twenty first day of the
said Month of November in the Year aforesaid entered
with force and Arms upon the said Tenements with
the appurtenances and in and upon the possession of
the said John Doe and Ejected the said John
Doe from his said several premises and other
Injuries to the said John Doe then and there did
against the peace of our Lord the Now King and to
the damage of the said John Doe of Ten Thousand
Star Pagodas and therefore he brings his Suit &c.

And afterward that is to say in the said Second
Term of the said Year One thousand eight hundred and
Eight the said United Company by Robert Orme their
Attorney come and defend the force and injury when &c.

Plea filed 28th March 1808

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.

And the said John Doe

Issue Joined doth the like. —

And heretofore to wit in the Second Term in the said Year One thousand Eight hundred and Eight — that is to say on the Eighth day of April came the said United Company of Merchants of England trading to the East Indies 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 &c Therefore according to the form of the Statute 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 &c further

Judgment signed for the Defendants the Eleventh day of September 1809 — J Shaw Dy Prothy

further considered by the said Court that the said
United Company recover against the said John Doe
one hundred and twenty Pounds and Twenty two Shillings
for their Costs and Charges by them about their Suit
in this behalf sustained adjudged by the Court here
to the said United Company at their request according
to the form of the Statute in that case made and
provided, And that the said United Company have
their Execution therefor &c.

Third Term 1809,

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year one thousand Eight hundred and Nine.—

Madras (to Wit) Syed Shaha Baug Canoo puts in his place Daniel Neale his Attorney against Safee Yedeen Mahamed Canoo in a Plea of Trespass on the Case.—

Madras (to Wit) The said Safee Yedeen Mahamed Canoo puts in his place Gilbert Richardson his Attorney at the Suit of the said Syed Shaha Baug Canoo in the Plea aforesaid.—

Madras (to Wit) Be it Remembered that on the Fourth Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Syed Shaha Baug Canoo by Daniel Neal his Attorney and brought into the said Court then there his certain Plaint against Safee Yedeen Mahamed Canoo 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

Third Term 1809 — 557

Plain't in assumpsit filed 28th November 1808 — 8

Madras (to Wit) Syed Shaha Baug Canon by Daniel Neale his attorney complains of Sefe ageeen Mahamed Canon who is a Mahomedan Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that whereas heretofore to wit on the Tenth day of May in the Year of Christ One Thousand Eight hundred and Seven at Madras one Sheer Jung Bahadur made and delivered to the said Syed Shaha Baug Canon a certain Instrument in Writing in the Persian Language purporting to be a Bond of him the said Sheer Jung Bahadur and bearing date the First day of the Mahomedan Month Rabeeulwul in the Year One Thousand Two Hundred and Seventy two of the Hegery (Conforming with the said Tenth day of May in the Year of Christ One Thousand Eight hundred and Seven) whereby the said Sheer Jung Bahadur acknowledged that he had purchased and received from the said Syed Shaha Baug Canon (by the Name and addition of Shaha Baug Canon Inhabitant of Cauboul) Shawls amounting in value to Seven hundred Star Pagodas and engaged and promised to pay to the said Syed Shaha Baug Canon the same Sum in the Space of Four

Four Months By means whereof the said Sheen Jung Bahadur became liable to pay to the said Syeed Shaha Banz Canon the said Sum of Seven Hundred Star Pagodas according to the tenor and effect of the said Instrument in Writing - And Whereas afterwards to wit on the said Tenth day of May in the Year of Christ One thousand Eight Hundred and Seven aforesaid at Madras aforesaid the said Saee yedeen Mahomed Canon Made and delivered to the said Syed Shaha Banz Canon a certain other Instrument in Writing in the persian Language purporting to be an Agreement his proper hand being thereunto Subscribed and bearing date the said Tenth day of the 24 Mahommedan Month Rabeelawul in the Year of the Hegery One thousand Two hundred and 24 Twenty two By which Instrument in Writing last 24 mentioned the said Saee yedeen Mahomed Canon 24 acknowledged that the said Shawls of the Value of 24 Seven hundred Star Pagodas had been purchased and received by the said Sheen Jung Bahadur from the said Syeed Shaha Banz Canon By the Name and addition of Syeed Shaha Banz Canon Inhabitant of

Caubul) Jungle in the course of Four Months And 24
whereby the said Safee yedeen Mahomed Cawn promised
and engaged if the said Sheer Jung Bahadur should
not pay the said Sum of Seven hundred Star Pagodas
agreeably to his Bond in this Court mentioned that he
the said Safee yedeen Mahomed Cawn would pay
the said Sum of Money to the said Syed Shaha
Banz Cawn in the term of Two Months And 24
the said Syed Shaha Banz Cawn in fact saith
that the said Sheer Jung Bhauder did not at any
time within the said Term of Four Months appointed
by the said Bond of him the said Sheer Jung
Bahadur pay to the said Syed Shaha Banz Cawn
the said Sum of Seven hundred Star Pagodas or
any part thereof but Wholly neglected so to do Whereof
the said Safee yedeen Mahomed Cawn afterwards to
wit on the Eleventh day of September in the Year of
Christ One thousand Eight hundred and Seven
aforesaid at Madras aforesaid had Notice By reason
whereof the said Safee yedeen Mahomed Cawn
became liable to pay to the said Syed Shaha
Banz Cawn the said Sum of Seven Hundred
Star

Star Pagodas according to the tenor of the promise and
engagement aforesaid of him the said Sufee yedeen
Mahomed Cawn in that behalf And Whereas
afterwards to wit on the said Tenth day of May in the
Year of Christ One thousand Eight hundred and
Seven aforesaid at Madras aforesaid in consideration
that the said Syed Shaha Baug Cawn had before at
that time at the special instance and request of the
said Sufee yedeen Mahomed Cawn sold and delivered
to one Sheer Jung Bahadur certain Goods and Mer-
chandizes (that is to say) Shawls of a large Value and
for a certain price (to wit) the Sum of Seven hundred
Star Pagodas to be paid by the said Sheer Jung
Bahadur to the said Syed Shaha Baug Cawn within
the Space of Four Months from the day and Year last
mentioned he the said Sufee yedeen Mahomed Cawn
undertook and faithfully promised to the said Syed Shaha
Baug Cawn if the said Sheer Jung Bahadur should
not pay the said Sum of Seven hundred Star Pagodas
to the said Syed Shaha Baug Cawn within the said
space of Four Months that he the said Sufee yedeen
Mahomed Cawn would pay the same Sum of Money
to the said Syed Shaha Baug Cawn within the term of

1809

Judgments Roll

Third Term and Fourth

Section 25

Two Months after the expiration of the said Four Months.
And the said Syed Shaha Baug Saheb in fact saith that the
said Sheer Jung Bahadur did not at any time within the
said Space of Four Months pay to him the said Syed
Shaha Baug Saheb the said Sum of Seven hundred Star
Pagodas last mentioned or any part thereof but Wholly
neglected so to do By reason Whereof the said Safee ayeden
Mahamed Saheb became liable to pay to the said Syed
Shaha Baug Saheb the said Sum of Money last mentioned
according to the tenor and effect of the promise and under-
taking aforesaid of the said Safee yedeen Mahamed Saheb
in this Count alleged And Whereas afterwards to wit
on the Twenty fourth day of November in Year of Christ
One thousand Eight hundred and Eight at Madras
aforesaid the said Safee yedeen Mahamed Saheb was
indebted to the said Syed Shaha Baug Saheb in the
Sum of Two thousand Star Pagodas of the lawful Current
Money of Madras, for divers Goods, Wares and Merchandizes by
the said Syed Shaha Baug Saheb before that time sold
to the said Safee yedeen Mahamed Saheb and delivered
to one Sheer Jung Bahadur at the Special instance and
request of the said Safee yedeen Mahamed Saheb. And
being so indebted the said Safee yedeen Mahamed Saheb

in

in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Syed Shaha Baug Cawn to pay him the said sum of Money last mentioned when he the said Safee yedeen Mahomed Cawn should be thereto afterwards requested. And Whereas also afterwards to wit on the day and year last aforesaid at Madras aforesaid in consideration that the said Syed Shaha Baug Cawn at the special instance and request of the said Safee yedeen Mahomed Cawn had before that time sold to the said Safee yedeen Mahomed Cawn and delivered to the said Sheer Jung Bahadur divers other Goods Wares and Merchandizes he the said Safee yedeen Mahomed Cawn undertook and then and there faithfully promised the said Syed Shaha Baug Cawn to pay him so much Money as the last mentioned Goods Wares and Merchandizes at the time of the sale thereof to the said Safee yedeen Mahomed Cawn and the delivery thereof to the said Sheer Jung Bahadur as aforesaid were reasonably worth whenever afterwards he the said Safee yedeen Mahomed Cawn should be thereto requested. And the said Syed Shaha Baug Cawn avers that the said Goods Wares and Merchandizes last mentioned at the time of the sale

thereof to the said Safee yedeen Mahamed Cauun and the
delivering thereof to the said Sheau Jung Bahadier as &c
aforesaid were reasonably worth other Two thousand Star
Pagodas of the like lawful Current Money of Madras, to wit
at Madras aforesaid Whereof the said Safee yedeen &
Mahamed Cauun afterwards to wit on the same day and
year last aforesaid there had Notice — And Whereas the
said Safee yedeen Mahamed Cauun afterwards to wit on the
same day and year last aforesaid at Madras aforesaid &
accounted with the said Syeed Shaha Baug Cauun of and
concerning diverse other Sums of Money before that time due
and owing from the said Safee yedeen Mahamed Cauun
to the said Syeed Shaha Baug Cauun and then being in
arrear and unpaid upon which accounting the said &
Safee yedeen Mahamed Cauun was then and there &
found to be in arrear and indebted to the said Syeed Shaha
Baug Cauun in the further Sum of Two thousand Star
Pagodas of like lawful Current Money of Madras. And
being so found in arrear and indebted the said Safee
yedeen Mahamed Cauun in consideration thereof after-
wards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faith-
fully promised the said Syeed Shaha Baug Cauun to
pay

pay him the said last Mentioned Sum of Money when
he the said Sufee yedeen Mahamed Canon should be
thereto afterwards requested - Yet the said Sufee yedeen
Mahamed Canon 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 Syeed Shaha Baug Canon in this behalf Hath
not yet paid the said several Sums of Money or any
either of them or any part thereof to the said Syeed
Shaha Baug Canon (although so to do the said Sufee
yedeen Mahomed Canon was requested by the said
Syeed Shaha Baug Canon afterwards to wit on the same
day and year last aforesaid and often times after
at Madras aforesaid.) But to pay the same or any part
thereof to the said Syeed Shaha Baug Canon the said
Sufee yedeen Mahamed Canon hath hitherto wholly
refused and still doth refuse To the damage of the said
Syeed Shaha Baug Canon of Two thousand Star Pagodas
and therefore he brings his Suit &c.

And afterwards to wit in the first Term
of the year one thousand eight hundred and nine, in the
imparlance

Term the said Safee Yedeen Mahomed Cawn had leave to
impane to the said Plaint and then to Answer the same
same as well the said Syed Shaha Bauz Cawn by his
said Attorney as the said Safee Yedeen Mahomed Cawn
by his said Attorney, and the said Safee Yedeen Mahomed
Plea filed 16th February 1809 E.R. Cawn Defends the wrong and injury when &c. and
says that he did not undertake or promise in manner
and form as the said Syed Shaha Bauz Cawn hath
above thereof complained against him and of this he
puts himself upon the Court. &c.

And the said Syed Shaha Bauz
Issue joined Cawn doth the like —

And 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 Second day of
August in this Third Term of the Year One thousand
Eight hundred and Nine came as well as the said
Syed Shahabauz Cawn as the said Safee Yedeen
Mahomed Cawn by their respective Attornies afore-
Judgment for the Plaintiff on a Verdict, in assumpsit said — And the Justices of this Court having heard &c
examined and Considered the Allegations of the said
Parties and the depositions of the Witnesses adduced by them
respectively

respectively have pronounced that the said Safee Yedeen Mahomed Cawn did undertake and promise in Manner and form as the said Syed Shahabaz Cawn hath above thereof complained against the said Safee Yedeen Mahomed Cawn and the said Justices have assessed the damages sustained by the said Syed Shahabaz Cawn by Avasion of the Nonperformance by the said Safee Yedeen Mahomed Cawn of his several promises and undertakings in the Plaint Mentioned to the Sum of Two hundred and Sixty four Pagodas four fanams and Thirteen Cash over and besides the Costs and Charges of the said Syed Shahabaz Cawn by him about his Suit in this behalf expended—

It is therefore considered and adjudged that the said Syed Shahabaz Cawn Recover against the said Safee yedeen Mahomed Cawn his damages aforesaid to the said Sum of Two hundred and Sixty four Pagodas four fanams and Thirteen Cash and that the said Safee Yedeen Mahomed Cawn pay unto the said Syed Shahabaz Cawn for his said Costs and Charges the Sum of One hundred and Eighty

Judgment signed for the Plaintiff the Eleventh day of September 1809
J Shaw
Dy Prothy

Three Pagodas and Twenty Seven Fanams Which
damages Costs and Charges Amount to Four
Hundred and Forty Seven Pagodas Thirty One
Fanams and Thirteen Cash and the said Safee
Yedeen Mahomed Cawn in Mercy &c. —

And thereupon the said Syed Shaha Baig Cawn
by Daniel Neale his Attorney prays the Writ of our Lord the
King of Capivs ad Satisfaciendum to be directed to the Sheriff
of Madras Commanding him to take the Body of the said
Safe Yedeen Mahomed Cawn to Satisfy the said Syed Shaha
Baig Cawn of Four hundred and forty Seven Pagodas thirty
One Fanams and thirteen Cash which the said Syed
Shaha Baig Cawn Recovered against the said Safee Yedeen
Mahomed Cawn for damages sustained as well by reason
of the Non performance of certain promises and undertakings
lately made by the said Safee Yedeen Mahomed Cawn to the
said Syed Shaha Baig Cawn as for his Costs and Charges
by him about his Suit in that behalf Expended and it is
granted unto him returnable here on the Eighteenth day
of September Instant. —

Ca ad Sa issued
on the 11th day of
September 1809

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Third Term 1809

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

Madras, to wit, — Saulegraumam Ponnappilly puts in his place — Daniel Neale his attorney against Veeranadanany — Pilly in a Plea of Trespass on the Case. —

Madras, to wit, — The said Veeranadanany Pilly in his proper person at the — Suit of the said Saulegraumam Ponnappilly in the — Plea aforesaid. —

Madras, to wit, — Be it Remembered that as of the fourth Term in — the Year one thousand eight hundred and eight before — the Supreme Court of Judicature at Madras came — Saulegraumam Ponnappilly by Daniel Neale — his Attorney and brought into the said Court then — there his certain Plaint against Veeranadanany Pilly — in a Plea of Trespass on the Case and there — are Pledges for the prosecution to wit John Doe and Richard — Roe which said Plaint follows in these words that is to say

Madras —

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Third Term 1809.

Plaint in assumpsit filed 1st Oct.r 1808 JS

Madras (to Wit) Saulegraumam Ponnaspilly by Daniel Reale his Attorney Complaining of A Veerausawmy Pilly who is a Hindoo Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court For that Whereas heretofore to wit on the twelfth day of June in the year of Christ One thousand seven hundred and Ninety five at Madras the said Veerausawmy Pilly according to the Custom of such Hindoos made his certain Instrument in writing in the Malabar Language purporting to be and Commonly so called a Bond his proper hand being thereunto subscribed and bearing date the second Aurry of Roudrahada year & Corresponding with the day and Year of Christ aforesaid and then and there delivered the same Instrument in writing to the said Ponnaspilly by which Instrument in Writing the said Veerausawmy Pilly By the Name and addition of Veerausawmy Pilly Son of Coopsamy Pilly of Tevenvilampore Acknowledged that on the day of the making thereof he had in consequence of his urgent occasion borrowed and received of the said Ponnaspilly by the Name and Addition of Ponnaspilly Son of Saundavayya Pilly of Nandagopaula Cast of Saulegraum

Money of Madras and thereby engaged to repay to the said &c
Ponnaspilly the same sum on demand with all such
Interest as should or might become due thereon at the rate
of twelve per Cent per Annum Commencing from the
said Month of Aury By means whereof and according to
the Custom of such Kindom the said Veeravasavany Pilly
became liable to pay to the said Ponnaspilly the said
sum of Money in the said Instrument in writing
specified according to the tenor and effect of the said
Instrument in writing and being so liable the said
Veeravasavany 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 Ponnaspilly to pay him the said
sum of Money in the said Instrument in writing
specified according to the tenor and effect of the said
Instrument in writing And Whereas the said &
Veeravasavany Pilly afterwards to wit on the first day
of August in the Year of Christ One Thousand eight
hundred and eight at Madras aforesaid was indebted to
the said Ponnaspilly in the Sum of five hundred Star
Pagodas of the lawful Current Money of Madras

For

for Money by the said Ponnappilly before that time lent and advanced to the said Veeranasawmy Pilly and at his special instance and request And being so indebted the said Veeranasawmy 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 Ponnappilly to pay him the said last mentioned sum of Money when he the said Veeranasawmy Pilly should be thereto afterwards requested And Whereas the said Veeranasawmy Pilly afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Ponnappilly of and concerning divers other sums of Money before that time due and owing from the said Veeranasawmy Pilly to the said Ponnappilly and then being in arrear and unpaid and upon that accounting the said Veeranasawmy Pilly was then and there found to be in arrear and indebted to the said Ponnappilly in the further sum of five hundred Star Pagodas of the like lawful Current Money of Madras and being so found in arrear and indebted

the said Veerasawmy Pilly in consideration thereof afterwards
to wit on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully &c
promised the said Ponnapapilly to pay him the said
last mentioned sum of Money when he the said
Veerandanamy Pilly should be thereto afterwards &c
requested Yet the said Veerandanamy Pilly not &c
regarding his said several promises and undertakings
so by him in manner and form aforesaid made &c
but contriving and fraudulently intending craftily
and subtilly to deceive and defraud the said Ponnap-
apilly in this behalf hath not yet paid the said &c
several sums of Money or any or either of them &c
or any part thereof to the said Ponnapapilly (although
so to do the said Veerasawmy Pilly was requested
by the said Ponnapapilly 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 Ponnapapilly the said
Veerandanamy Pilly hath hitherto Wholly refused and
still doth refuse - To the damage of the said
Ponnapapilly of Five Hundred Star Pagodas &c

and

and therefore he brings his Suit &c.

And the said Veeranasawmy Pilly having come by Williard Leight his Attorney Defended the Wrong and injury when &c. And said Nothing in Bar or preclusion of the said Action of the said Ponnaspilly by reason Whereof the said Ponnaspilly remained therein undefended against the said Veeranasawmy Pilly and a day was given to the said Ponnaspilly Whereupon he should come before the Court and verify his said Plaint and Suit

Tried & Sparke

At which day being the Twenty first day of July in this Third Term in the Year One thousand Eight hundred and Nine Comes the said Ponnaspilly 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 Ponnaspilly and the depositions of the Witnesses adduced by him have pronounced that the said Veeranasawmy Pilly did undertake and promise in manner and form as the said Ponnaspilly hath above thereof Complained against him and the said Justices have assessed the damages sustained by the

said Ponnapilly by Occasion of the Nonperformance by the said Veeranasawmy Pilly of his several promises and undertakings in the plaint Mentioned to the sum of Two Hundred Pagodas over and besides the Costs and Charges of the said Ponnapilly by him about his Suit in this behalf expended —

It is therefore Considered and adjudged — That the said Ponnapilly recover against the said Veeranasawmy Pilly his damages aforesaid to the — said sum of Two Hundred Pagodas and that the said Veeranasawmy Pilly pay to the said Ponnapilly for his said Costs and Charges the Sum of One hundred and Eleven Pagodas and Twenty Eight fanams — Which damages Costs and Charges Amount to — Three Hundred and Eleven Pagodas and Twenty Eight fanams and the said Veeranasawmy Pilly in Mercy &c.

Judgment signed for the Plaintiff the eleventh day of September 1809
J Shaw
Dy Prothy

And thereupon the said Saulegramamm — Ponnapilly by Daniel Neale his Attorney prays the — writ of our Lord the King of Fiere Facias to be — directed to the Sheriff of Madras Commanding him to levy and make of the Houses, Lands, Debts and other Effects

5/6

Third Term 1809

Effects Real and personal of the said Veerasawmy Pilly 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 Eleven Pagodas and twenty eight fanams which the said Saulegraumanee Pennapilly recovered against the said Veerasawmy Pilly for damages which he hath sustained as well by occasion of the Non performance of Certain promises and undertakings made by the said Veerasawmy Pilly to the said Saulegraumanee Pennapilly as for Costs and Charges by him about his Suit in that behalf Expended and it is granted unto him returnable here on the Eleventh day of October Next.

Writ of Fi. Fa. issued against the Defendt on the 11th Septr 1809.

# Fourth Term 1809.

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

Madras to Wit Rich Donovan puts in his place Gilbert Richetts his Attorney against David Cheriman in a Plea of Trespass on the Case.—

Madras to Wit The said David Cheriman in his proper person at the Suit of the said Rich Donovan in the Plea aforesaid.—

Madras to Wit Be it Remembered that In the Vacation after the Second Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Rich Donovan by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against David Cheriman 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 1809.

Plaintiff's Complaint filed 16th July 1808 — J.S.

Madras to Wit. Rick Donovan by Gilbert &c
Ricketts his Attorney complains of David Sherriman
being an Armenian Inhabitant of Madras and as
such a Person liable to the Jurisdiction of this &c
Honorable Court in a Plea of Trespass on the Case
For that Whereas the said David heretofore to wit
on the first day of August in the Year One Thousand
Seven Hundred and Ninety Eight at Madras afore-
said made his certain Note in writing commonly
called a Promissory Note his own proper hand
being thereto subscribed bearing date the same
day and Year aforesaid and thereby acknowledged
to have Received from one Anne Donovan &c
(the Wife of the said Rick) the Sum of Three
Hundred and fifty five Star Pagodas to bear at
interest at the rate of Twelve per Cent per Annum
payable on demand and then and there delivered
the said Note to the said Rick whereby and by reason
of which said several premises and by force of
the Statute in such case made and provided the
said David became liable to pay to the said &c

Rich the said Sum of Money in the said Note
mentioned with interest at the rate aforesaid &c
whenever he the said David should be thereto
afterwards requested and being so liable he the &c
said David in consideration thereof afterwards &c
to wit on the same day and Year aforesaid at
Madras aforesaid undertook and to the said Rich
then and there faithfully promised to pay him the
said Sum of Money in the said Note mentioned &c
with interest at the rate aforesaid whenever he the
said David should be thereto afterwards requested
And Whereas also the said David afterwards to
wit on the same day and Year aforesaid at &c
Madras aforesaid was indebted to the said Rich
in other Sum of Three Hundred and Fifty Five
Star Pagodas Current Money of Madras for so
much money by the said Rich before that time
lent and advanced to the said David at his &c
special instance and request and being so indebted
he the said David in consideration thereof &c
afterwards to wit on the same day and Year &c
aforesaid at Madras aforesaid undertook and to the
said

said Rick then and there faithfully promised
to pay him the said last mentioned Sum of
Money when he the said David should be thereto
afterwards requested. And Whereas also the said D.
David afterwards to wit on the same day and Year
aforesaid at Madras aforesaid was indebted to the
said Rick in other Sum of Three Hundred and
fifty five Star Pagodas Current Money aforesaid
for so much money by the said David before that
time had and received to the use of the said Rick
and being so indebted he the said David in
consideration thereof afterwards to wit on the same
day and Year aforesaid at Madras aforesaid undertook and to the said Rick then and there faithfully promised to pay him the said last D.
mentioned Sum of Money when he the said
David should be thereto afterwards requested
And Whereas also the said David afterwards
to wit on the same day and Year aforesaid D.
at Madras aforesaid accounted with the said
Rick of and concerning divers other Sums of

Money before that time due and owing from the said
David to the said Rick and then being in arrear and
unpaid and upon that accounting the said David
was then and there found to be in arrear and in-
debted to the said Rick in the further Sum of
Three Hundred and fifty five Star Pagodas of like
current Money of Madras and being so found in
arrear and indebted he the said David in consider-
=ation thereof afterwards to wit on the same day and
Year aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said Rick to
pay him the said last mentioned Sum of money so
when he the said David should be thereto after-
=wards requested. Yet the said David not regarding
his said several promises and undertakings so by
him manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly to de-
ceive and defraud the said Rick 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 Rick
(although so to do he the said David was often requested
by the said Rick to wit at Madras aforesaid) But to-

pay

pray the same or any part thereof to the said Rick he the said David hath hitherto wholly refused and still doth refuse To the damage of the said Rick of One Thousand and five hundred Star Pagodas and therefore he brings suit &c.

Lieu Sparke

And now in this Second Term in the Year of our Lord One Thousand Eight hundred and Nine that is to say on the Eighth day of April until which day was given as well to the said Rick as to the said David to inform the Court of the premises comes the said Rick by his Attorney aforesaid and the said David 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 David did undertake and promise in manner and form as the said Rick hath above in that behalf alledged against him and they assess the damages of the said Rick on occasion of the not performing the several promises and undertakings above mentioned over and above his Costs and charges

Judgment signed for the Plaintiff the 19th day of September 1809 I Shaw Dy Prothy

by him about his Suit in this behalf expended to Six hundred and twenty Pagodas twenty Fanams and fifty Cash and for those Costs and Charges to One hundred and fifty two Pagodas and one Fanam Therefore it is considered that the said Rich do Recover against the said David his said damages Costs and Charges in form aforesaid assessed which said damages Costs and Charges in the whole amount to Seven hundred and Seventy two Pagodas twenty one Fanams and fifty Cash And the said David in Mercy &c to And thereupon the said Rich Donovan by Gilbert Richetts his Attorney prays the Writ of our Lord the King of Caprias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said David Cherriman to Satisfy the said Rich Donovan of Seven hundred and Seventy two Pagodas twenty One Fanams and fifty Cash which the said Rich Donovan Recovered against the said David Cherriman for damages sustained as well by occasion of the Non Performance of Certain promises and undertakings lately made by the said David Cherriman to the said Rich Donovan 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 fourth day

day of September instant.—

Writ of Ca. Ad Sat. issued on the 19th Sept. 1809—

1809

# Judgment Roll

## Smith Town

### Section 26.

Lands admitted to

Fourth Term 1809.

5585

Pleas before the Honble Sir
Sir Thomas Andrew Strange Knight
Chief Justice and the Honble Sir
Benjamin Sullivan Knight Puisne
Justice of His Majestys Supreme
Court of Judicature at Madras
of the Fourth Term in the Year
one thousand eight hundred and Nine

Madras to Wit Adrian de Fries, John de Fries, Lewis de Fries, Henry de Fries and Samuel Machertich Moorad puts in their place Daniel Neale their Attorney against Uttera Sawmy Chitty in a Plea of Debt.

Madras to Wit The said Uttera Sawmy Chitty puts in his place Gilbert Ricketts his Attorney at the Suit of the said Adrian de Fries, John de Fries, Lewis de Fries Henry de Fries and Samuel Machertich Moorad in the Plea aforesaid.

Madras to Wit Be it Remembered that as of the First Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Adrian de Fries, John de Fries, Lewis de Fries, Henry de Fries and Samuel Machertich Moorad by Daniel Neale their Attorney and brought into the said Court then there their certain Plaint against Uttera Sawmy Chitty in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard

[redacted] Plaint follows in these words that is to say

Fourth Term 1809

Plaintiff's debt filed 10th March 1808 —

Madras to wit Adrian de Fries John de Fries Lewis de Fries Henry de Fries and Samuel Makertich Moorat by Daniel Neale their attorney complain of Uttera Sawmy Chitty who is a Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honorable Court of a plea that he render to the said Adrian de Fries John de Fries Lewis de Fries Henry de Fries and Samuel Makertick Moorat Eighty six thousand six hundred and thirty four Star Pagodas twenty four fanams and twenty four Cash of the lawful Current Money of Madras which he owes to and unjustly detains from them For that Whereas at the time next hereinafter mentioned the said Adrian de Fries John de Fries Lewis de Fries and Henry de Fries exercised Commerce as Copartners according to the Custom of Merchants under the name and by the Style and firm of Adrian de Fries and Company to wit at Madras And Whereas on the fifteenth day of February in the year of Christ One thousand eight hundred and eight at Madras the said Uttera Sawmy Chitty by his Certain writing

shewn (the date whereof is the day and year aforesaid)
acknowledged himself to be held and firmly bound to
the said Adrian de Fries John de Fries Lewis de
Fries and Henry de Fries by their name style and
firm aforesaid and by the Addition of Mess.rs Adrian
de Fries & Co.) and to the said Samuel Mahrenholtz
Moorat (by the name of Samuel M. Moorat) in the
said Eighty six Thousand Six hundred and thirty
four Star Pagodas twenty four fanams and twenty four
Cash To be paid to the said Adrian de Fries John de
Fries Lewis de Fries Henry de Fries and Samuel
Mahrenholtz Moorat when he the said Uttera Sawmy
Chetty should be thereto afterwards requested Yet the
said Uttera Sawmy Chetty (although often requested &c)
hath not paid the said Eighty six Thousand six hundred
and thirty four Star Pagodas twenty four fanams and twenty
four Cash above demanded or any part thereof to the said
Adrian de Fries John de Fries Lewis de Fries Henry de
Fries and Samuel Mahrenholtz Moorat or to any or either
of them But he to pay the same hath hitherto wholly
refused and still doth refuse To the damage of the

said

said Adrian De Fries John de Fries Lewis de Fries
and Henry de Fries Samuel Mahentich Moorat of the
Star Pagodas and therefore they being their Suit &c.

Imparlance And afterwards to wit in the Second
Term of the said Year one thousand eight hundred
and Eight, in the said Supreme Court of Judicature
at Madras, until which Term the said Utterа
Sawmy Chitty had leave to imparl to the said Plaint
and then to Answer the same came as well the
said Adrian de Fries, John de Fries Lewis de Fries
Henry de Fries and Samuel Mahentich Moorat
by their said Attorney as the said Utterа Sawmy
Chitty by his said Attorney, and the said Utterа
Sawmy Chitty defends the wrong and injury when &c.
New filed 11th April 1808 and says that the said writing Obligatory in the said
Plaint mentioned is not his deed in Manner and
form as the said Adrian de Fries John de Fries
Lewis de Fries Henry de Fries and Samuel Mahentich
Moorat have above in that behalf alledged and of this
he puts himself on the Court -

Replication filed 29th April 1808 - And the said Adrian de Fries John de
Fries Lewis de Fries Henry de Fries and Samuel
Mahentich Moorat do the like. -

Afterwards for the trial of the issue so as
aforesaid joined between the parties a day was given

Judgment for the Plaintiff on a verdict in debt

At which day being the Eighth day of April in the Second Term in the Year One thousand Eight hundred and Nine Came as well the said Adrian De Fries, John De Fries, Lewis De Fries, Henry De Fries and Samuel Makentich Moorat as the said Utters Sawny Chitty by their respective Attornies above Named And the Justices of this Court having heard examined And Considered the Allegations of the said Parties and the Depositions of the Witnesses produced by them pronounced that the said Writing Obligatory in the said Plaint of the said Adrian De Fries John De Fries, Lewis De Fries, Henry De Fries and Samuel Makentich Moorat & Mentioned is the Deed of the said Utters Sawny Chitty And that the said Utters Sawny Chitty doth owe and detain from the said Adrian De Fries, John De Fries, Lewis De Fries, Henry De Fries and Samuel Makentich Moorat the said Eighty Six Thousand six hundred and thirty four Star Pagodas Twenty four Fanams and Twenty four Cash above demanded in Manner and Form as the said Adrian De Fries, John De Fries, Lewis De Fries, Henry De Fries and Samuel Makentich Moorat have above thereof Complained against the said Utters Sawny Chitty -

And Now at this day Came the said Adrian De Fries, John De Fries, Lewis De Fries, Henry De Fries and Samuel Makentich Moorat by their said Attorney

and

and pray the Judgment of the Court of and upon the premises -

It is therefore Considered and Adjudged that the said Adrian De Fries, John De Fries, Lewis De Fries, Henry De Fries and Samuel Mabertieh Moorat recover against the said Uttora Sawmy Chitty

Judgment signed for the Plaintiffs the twenty second day of September 1809 - I shew

Chitty pay unto the said Adrian De Fries, John De Fries, Lewis De Fries, Henry De Fries and Samuel Mabertieh Moorat for their Costs and Charges laid out by them about their Suit in this behalf the Sum of One hundred and thirty Nine Pagodas and three fanams And that the said Uttora Sawmy Chitty

Mercy be in Mercy &c. -

Fourth Term 1809

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

Madras to Wit — Mootiah Naig assignee of William Mc Taggart Esquire Sheriff of Madras puts in his place Daniel Neale his Attorney against William Abbott, Benjamin Roebuck and Sadras Venaigum Moodelliar in a Plea of Debt. —

Madras to Wit — The said William Abbott, Benjamin Roebuck and Sadras Venaigum Moodelliar put in their place William Light their Attorney at the Suit of the said Mootiah Naig in the Plea aforesaid. —

Be it Remembered that at the Fourth Term in the Year One thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Mootiah Naig assignee of William Mc Taggart Esquire Sheriff of Madras by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against William Abbott, Benjamin Roebuck and Sadras Venaigum Moodelliar in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard

Plaintiff debt filed 4th February 1809 -

Madras to Wit. Mootiah Naig assignee of William Mc Taggart Esquire Sheriff of Madras according to the form of the Statute in such case made and provided by Daniel Neale his Attorney Complains of William Abbott and Benjamin Roebuck who are respectively British Subjects and Sadras Venaiguen Modelliar who is a Hindoo Inhabitant of Madras (and which said William Abbott and Benjamin Roebuck Roebuck as such British Subjects and which said Sadras (Venaiguen) Modelliar as such Hindoo Inhabitant of Madras are respectively amenable to the Jurisdiction of this Honorable Court) of a Plea that they render to the said Mootiah Naig as such assignee as aforesaid One thousand five hundred and six Star Pagodas of the lawful Money of madras which they owe to and detain from the said Mootiah Naig For that whereas heretofore to wit on the thirty first day of December in the Year of Christ One thousand Eight hundred and Eight at Madras the said William Abbott had been arrested by and was in Custody of the said William Mc Taggart then being Sheriff of Madras under and by virtue of a certain writ of our Lord the King called an alias Capias adrespondendum before them issued out of the Supreme Court of our said Lord the King at Madras at the Suit of the said Mootiah

Mootiah Naig against the said William. Abbott and directed to the Sheriff of Madras By which said Writ our said Lord the King commanded the said Sheriff as before our said Lord the King had commanded the said Sheriff that he should arrest and take the said William abbott Esqr in Gaol of Madras if he might be found in Madras and keep him safely so that the said Sheriff might have his Body before the Justices of our said Lord the King in the Supreme Court of Judicature of our said Lord the King at Madras aforesaid on Monday the second day of January in the Year one thousand Eight hundred and Nine to answer to the said Mootiah Naig in a plea to recover Three thousand five hundred and Nineteen Star Pagodas and Nineteen Fanams in debt whereof the said Mootiah Naig had filed his Plaint of record in the said Court of our said Lord the King and to give sufficient Security to be approved by the said Court that he the said William abbott would stand to and perform the Judgment of the said Court upon the premises and pay all such sum and sums of Money as should be thereby awarded nevertheless if the said William

by sufficient Bail by their joint and several Bond in
the sum of one Thousand five hundred and six
Star Pagodas that the said William Abbott should
appear at the time and place before mentioned &c
and in all things perform the exigency of that writ
then our said Lord the King did thereby &c
authorize and require the said Sheriff should have
there then that writ which said writ had been
and was duly indorsed for Bail for the said One
Thousand five hundred and Six Star Pagodas by
virtue of an Affidavit of the Cause of Action before
them made and duly filed in the said Supreme
Court according to the form of the Statute in such
case made and provided and the said Mostiah Nairy
in fact saith that the said William Abbott being
so arrested and in Custody of the said William Mc
Taggart being Sheriff as aforesaid at the Suit of the
said Mostiah Nairy by virtue of the said writ
he the said William Mc Taggart being Sheriff
as aforesaid afterwards and before the return of the
said writ to wit on the thirty first day of December
in the Year One thousand Eight hundred and
Eight

Eight aforesaid at Madras aforesaid and within the Bailiwick of the said William Mc Taggart as such Sheriff as aforesaid took bail for the appearance of the said William Abbott at the return of the said writ and that upon such occasion the said William Abbott and also the said Benjamin Roebuck and Sadras Venasquam Moodelliar by their certain writing obligatory sealed with their respective Seals and commonly called a Bail Bond the date whereof is the day and year last aforesaid (and which is now shewn to the Court of our Lord the King here) acknowledge themselves to be held and firmly bound to the said William Mc Taggart (by the Name and addition of William Mc Taggart Esqr Sheriff of Madras) in the said one thousand five hundred and Six Star Pagodas lawful money of Madras to be paid to the said William Mc Taggart or his certain Attorney Executors administrators or assigns subject to a defeasance nevertheless upon a certain condition to the said writing obligatory & subscribed to the Effect following (that is to say) if the said William Abbott should appear before the Supreme Court

the said second day of January in the Year One Thousand
Eight hundred and Nine to Answer to the said Mootiah
Naig in a Suit to recover Three thousand five hundred
and Nineteen Star Pagodas and Nineteen fanams
in Debt Whereof the said Mootiah Naig had filed
his Plaint of Record in the said Court and should
give Sufficient Security to be approved of by the said Court
that he the said William Abbott would stand to and
perform the Judgment of the said Court upon the
premises and pay all such Sum and Sums of
Money as should be thereby awarded then that the
same obligation should be void and of no effect other-
wise should be and remain in full force and virtue
as by the said writing obligatory and the condition
thereof relation being thereunto had may more fully
and at large appear and the said Mootiah Naig
in fact Saith that the said William Abbott did not
appear before the Supreme Court of Judicature at Madras
on Monday the said second day of January in the
Year One Thousand Eight hundred and Nine in

the said Condition of the said Writing obligatory so
mentioned and did not give such Security as in the same
Condition is mentioned whereby the said Writing so
obligatory became forfeited to the said William Mc
Taggart as such Sheriff as aforesaid - and the said so
Mostiah Nay further saith that the said Writing
obligatory being so forfeited as aforesaid - and the money
therein specified or any part thereof not being paid
or satisfied to the said Sheriff he the said Sheriff so
afterwards to wit on the twenty fourth day of the said
Month of January in the Year One thousand Eight
hundred and nine aforesaid at Madras aforesaid at the
request Costs and Charges of the said Mostiah Nay -
Plaintiff in that Suit by an indorsement on the said
writing obligatory made in the presence of and so
attested by two Credible witnesses and sealed with
his Seal of his office of Sheriff assigned the said
writing obligatory to the said Mostiah Nay according
to the form of the Statute in such Case made and
provided as by the said assignment endorsed on the

to the Court of our Lord the King here (the date whereof is the day and year last aforesaid) more fully appears - By means whereof and by force of the Statute in such Case made and provided an Action hath accrued to the said Mootiah Naig as Assignee of the said William M.c Taggart Sheriff as aforesaid to demand and have of and from the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodeliar the said One Thousand five hundred and Six Star Pagodas above demanded Yet the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodeliar (altho.t often requested &c) have not nor have nor hath any or either of them yet paid the said One Thousand five hundred and Six Star Pagodas above demanded or any part thereof But to pay the same they and every of them hath & hitherto Wholly refused and they Still do and each of them doth refuse - To the Damage of the said M.r said Mootiah Naig of Two Thousand Star Pagodas and therefore he brings his Suit &.c

And afterwards to wit in the Second Term of the said Year one Thousand eight hundred and Nine,

In Debt

in the said Supreme Court of Judicature at Madras, until which Term the said William Abbott, Benjamin & Roebuck, and Sadras Venaigum Moodeliar had leave to impanel to the said Plaint and then to Answer the same came as well the said Mootiah Naig by his said Attorney as the said William Abbott Benjamin & Roebuck and Sadras Venaigum Moodeliar by their said Attorney, and the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodeliar Defend the wrong and injury when &c. and say that the writing Obligatory in the said declaration Mentioned is not their Deed in Manner and form as the said Mootiah Naig hath above thereof Complained against them and of this they put themselves upon the Court &c.

Rea filed 22d March 1809-

And the said Mootiah Naig

Issue Joined

doth the like.—

And afterwards a day that is to say on the Thirtieth day of March in this Second Term in the Year One Thousand Eight hundred and Nine is given as well to the said Mootiah Naig as to the said William Abbott Benjamin Roebuck and

Judgment of Non suit & Default on a Verdict in Debt

the premises at which day came as well the said
William Abbott Benjamin Roebuck and Sadras
Venaigrum Moodeliar by their said Attorney as the
said Mootiah Naig by his said Attorney and the said
Court having heard the respective allegations of the
parties proceeded to Consider thereof but before any
Verdict was given by the said Court in the premises
the said Mootiah Naig being Solemnly called came
not nor doth he further prosecute his Plaint aforesaid
against the said William Abbott Benjamin
Roebuck and Sadras Venaigrum Moodeliar —

Therefore it is considered that the said Mootiah Naig
take nothing by his said Plaint but that he and his
Pledges to prosecute be in Mercy &c — and that the said
Mootiah Naig do go thereof without day And it is
further considered by the said Court here that the
said William Abbott Benjamin Roebuck and
Sadras Venaigrum Moodeliar do recover against
the said Mootiah Naig the Sum of One hundred
and Sixty two Pagodas and Eight Fanams for Costs
and Charges by them laid out about their defence
in this behalf by the said Court now here adjudged

Judgment of Non suit signed for the Defendants the 23d day of Sept 1809 — J Shaw Dy Prothy

to the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodelian and with their assent and that the said William Abbott Benjamin Roebuck and Sadras Venaigum Moodelian have the Execution thereof &c.

Execution

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sulivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras — of the Fourth Term in the Year one thousand eight hundred and Nine. —

Madras to Wit. — Milaynore Sawmy Chitty puts in his place &c — Gilbert Richetts his Attorney against Royapatty &c — Chinniah Moodelly in a Plea of Trespass on the Case —

Madras to Wit. — The said Royapatty Chinniah Moodelly puts in his place William Leight his Attorney at the Suit of the said Milaynore Sawmy Chitty in the Plea aforesaid. —

Madras to Wit. — Be it Remembered that in the Vacation after the Fourth Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Milaynore Sawmy Chitty by Gilbert Richetts his Attorney and brought into the said Court then there his certain Plaint against Royapatty Chinniah Moodelly in a Plea of Trespass on the Case, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras —

Plaintiff in a Summons Madras to wit Milanpore Sawmy Chitty by
filed 20th Dec.r
1808 - J.s Gelbert Richetts his Attorney complains of Royapaty &c
Chinniah Moodelly being a Hindoo Inhabitant of &c
Madras and as such a person liable to the Jurisdiction
of this Honorable Court in a plea of Trespass on the case
For that Whereas the said Royapaty Chinniah Moodaly
heretofore to wit on the Twenty second Vaisaky of Vebava
year of the Hindoos corresponding to the second day of
June in the year of Christ One thousand Eight
hundred and eight at Madras aforesaid according
to the Laws and customs of the Hindoo Natives of &c
India made his certain note in writing in the &c
Malabar Language his own proper hand being &c
thereto subscribed bearing date the same day and year
aforesaid and then and there delivered the said Note
to the said Milanpore Sawmy Chitty whereby the
said Royapaty Chinniah Moodaly acknowledged that
the money received of the said Milanpore Sawmy
Chitty on account of two different Purchases of the
Anyaul of Ogilvie was two hundred Pagodas for which
sum of Two hundred Pagodas the Agreement respecting &

his the said Milaupore Sawmy Chitty to charge on or
before the Twenty sixth of the said Month of Vinnay or
Sixth day of the said month of June and that in de
default of delivering the same according to what was above
mentioned the sum of Two hundred Pagodas ought to be
paid on the Twenty seventh of the said Month of de
Vinnay or the seventh day of the said month of June
And the said Milaupore Sawmy Chitty in fact saith
that the said Royapaty Chinniah Moodaly did not de
deliver the said Agreement and Punch House in the
said Note mentioned, or either of them, to the said de
Milaupore Sawmy Chitty, at the time in the said note
mentioned or at any other time since but therein Wholly
failed and made default. By means whereof and by de
force of the laws and Customs of such Hindoos the de
said Royapaty Chinniah Moodaly became liable to
pay to the said Milaupore Sawmy Chitty the said
Sum of money in the said Note mentioned according to
the tenor and effect of the said Note and being so de
liable he the said Royapaty Chinniah Moodaly in de
consideration thereof afterwards to wit on the same day
day and Year first aforesaid at Madras aforesaid undertook

Plaint in a plea of Madras to wit Milanpore Sawmy Chitty by &c
filed 20th Dec.r
1808 — J.s Gelbert Ricketts his Attorney complaining of Royapaty &c
Chinniah Moodelly being a Hindoo Inhabitant of &c
Madras and as such a person liable to the Jurisdiction
of this Honorable Court in a plea of Trespass on the case
For that Whereas the said Royapaty Chinniah Moodaly
heretofore to wit on the Twenty second Viruay of Velava
year of the Hindoos corresponding to the second day of
June in the year of Christ One thousand Eight
hundred and eight at Madras aforesaid according
to the Laws and customs of the Hindoo Natives of &c
India made his certain note in writing in the &c
Malabar language his own proper hand being &c
thereto subscribed bearing date the same day and year
aforesaid and then and there delivered the said Note
to the said Milanpore Sawmy Chitty whereby the
said Royapaty Chinniah Moodaly acknowledged that
the money received of the said Milanpore Sawmy
Chitty on account of two different Purchases of the
Anycaul of Ogilvie was two hundred Pagodas for which
sum of Two hundred Pagodas the Agreement respecting

his the said Milaupore Sawmy Chitty on or
before the Twenty Sixth of the said Month of Vinnay or
Sixth day of the said month of June and that in
default of delivering the same according to what was above
mentioned the sum of Two hundred Pagodas was to be
paid on the Twenty seventh of the said Month of
Vinnay or the seventh day of the said month of June
And the said Milaupore Sawmy Chitty in fact saith
that the said Royapaty Chinniah Moodaly did not
deliver the said Agreement and Punch House in the
said Note mentioned, or either of them, to the said
Milaupore Sawmy Chitty, at the time in the said note
mentioned or at any other time since but therein Wholly
failed and made default. By means whereof and by
force of the laws and Customs of such Hindoos the
said Royapaty Chinniah Moodaly became liable to
pay to the said Milaupore Sawmy Chitty the said
Sum of money in the said Note mentioned according to
the tenor and effect of the said Note and being so
liable he the said Royapaty Chinniah Moodaly in
consideration thereof afterwards to wit on the same day
Year and Year first aforesaid at Madras aforesaid undertook

and then and there faithfully promised the said Milaupore Sawmy Chitty to pay him the said sum of money in the said note mentioned according to the tenor and effect of the said Note. And Whereas also the said Royapaty Chinniah Moodaly afterwards to wit on the first day of December in the year of Christ One thousand Eight hundred and eight at Madras aforesaid was indebted to the said Milaupore Sawmy Chitty in other Five hundred Star Pagodas of like Current money for so much money by the said Royapaty Chinniah Moodaly before that time had and received to the use of the said Milaupore Sawmy Chitty and being so indebted he the said Royapaty Chinniah Moodaly in consideration thereof, afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Milaupore Sawmy Chitty to pay him the said last mentioned sum of money when he the said Royapaty Chinniah Moodelly should be thereto afterwards requested And Whereas also the said Royapaty Chinniah Moodaly afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Milaupore Sawmy Chitty of and

concerning divers other sums of Money before that
time due and owing from the said Royapatty
Chinniah Moodaly to the said Milaupore Sawmy
Chitty and then being in arrear and unpaid and
upon that accounting the said Royapatty Chinniah
Moodaly was then and there found to be in arrear
and indebted to the said Milaupore Sawmy Chitty
in the further sum of Five hundred Star Pagodas
of like Current Money of Madras. And being so
found in arrear and indebted he the said Royapetty
Chinniah Moodaly in consideration thereof afterwards to
wit on the same day and year last aforesaid at
Madras aforesaid undertook and then and there
faithfully promised the said Milaupore Sawmy
Chitty to pay him the said last mentioned sum of
Money when he the said Royapatty Chinniah
Moodaly should be thereto afterwards requested. Yet the
said Royapatty Chinniah Moodaly not regarding his
said several promises and undertaking so by him in
manner and form aforesaid made but contriving
and fraudulently intending craftily and subtilly to deceive

and defraud the said Milaupore Sawmy Chitty in this behalf hath not yet paid the said several sums of money or any or either of them or any part thereof to wit the said Milaupore Sawmy Chitty (although so to do he the said Royapatty Chinniah Moodaly was requested by the said Milaupore Sawmy Chitty to wit on the same day and year last aforesaid and often times afterwards at Madras aforesaid, But to pay the same or any part thereof to the said Milaupore Sawmy Chitty the said Royapatty Chinniah Moodelly hath hitherto wholly refused and still doth refuse - To the damage of the said Milaupore Sawmy Chitty of Five hundred Star Pagodas and therefore he brings suit &c -

imparlance

And afterwards to wit on the fourth day of March in the Vacation after the first Term of the year One thousand Eight hundred and Nine in the said Supreme Court of Judicature at Madras unto which day the said Royapratty Chinniah Modelly had leave to impark to the said Plaint and then to Answer the same came as well the said Milaupore

1809

Judgment Roll

Fourth Term

Section 27

Royapatty Chinniah Moodelly by his said Attorney and

Pleas filed 4th March 1809 J.S. the said Royapatty Chinniah Moodelly defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Milaupore Savarry Chitty hath above thereof complained against him and of this he puts himself upon the Court &c

And the said Milaupore

Issue joined Savarry Chitty doth the like.

And now in this Third Term in the Year of our Lord One Thousand Eight Hundred and Nine that is to say on the Fourth day of August until which

Judgment for the Plaintiff on a Verdict in assumpsit

day was given as well to the said Milaupore Savarry Chitty as to the said Royapaty Chinniah Moodelly to inform the Court of the Premises come the said parties by their respective Attornies aforesaid And the Justices of this Court having heard the allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides say that the say Royapaty Chinniah Moodelly did undertake and promise in manner and form as the

said Milaupore Sawmy Chitty hath above in
that behalf complained against him and they ask
the damages of the said Milaupore Sawmy Chitty
on occasion of the not performing the several promises
and undertakings above mentioned over and above
his Costs and Charges by him about his suit
in this behalf expended to one Hundred and
Seventy five Pagodas Twelve fanams and Sixty
Cash and for those Costs and Charges to One Hundred
and Forty four Pagodas and Twenty Six fanams - Therefore
it is considered that the said Milaupore Sawmy Chitty do
recover against the said Royapaty Chinniah Moodelly his
said damages Costs and Charges in form aforesaid
assessed which said damages Costs and Charges in the
whole amount to Three hundred and Nineteen Pagodas
Thirty Eight fanams and Sixty Cash and the said
Royapaty Chinniah Moodelly in mercy &c

Judgment signed for the Plaintiff the 23d day of Sept. 1809 -
J. Shaw
Dy Prothy

And hereupon the said Milaupore Sawmy
Chitty by Gilbert Ricketts his Attorney prays the Writ of our
Lord the King of Fieri Facias to be directed to the Sheriff of Madras
commanding him to levy and make of the Houses, Lands, Debts
and other Effects Real and Personal of the said Royapaty Chinniah
Moodelly within the jurisdiction of the said Supreme Court of
Judicature at Madras aforesaid by seizure and if it be necessary

Thirty Eight Fanams and Sixty Cash which the said
Milanpore Sawmy Chitty recovered against the said
Royalpatty Chinniah Moodelly for damages which he hath
sustained as well on occasion of the non performance of
Certain promises and undertakings made by the said
Royalpatty Chinniah Moodelly to the said Milanpore
Sawmy 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 third day of
October Next. —

Writ of Fi. Fa. issued on the 23. day of Sept.r 1809

# Fourth Term 1809.—

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand & eight hundred and Nine.—

Madras (to Wit) Bijsa Beebee puts in his place Daniel Neale her attorney against Sheikh Nuttal in a Plea of Trespass on the Case.—

Madras (to Wit) The said Sheikh Nuttal puts his place Gilbert & Richetts his attorney at the Suit of the said Bijsa & Beebee in the Plea aforesaid.—

Madras (to Wit) Be it Remembered that on the Fourth Term in the Year one thousand eight hundred and & eight before the Supreme Court of Judicature & at Madras came Bijsa Beebee by Daniel & Neale her Attorney and brought into the said & Court then there her certain Plaint against & Sheikh Nuttal in a Plea of Trespass on the Case and there are Pledges for the Prosecution, to wit John Doe and Richard Roe, which said Plaint follows in these words that is to say

Madras

Plaint in assumpsit
filed 1st October
1808 - L.S.

Madras (to wit) Bissa Beebee by Daniel Neale her Attorney Complains of Sheikh Nuttal who is a Mahomedan Inhabitant of Madras and as such a person subject to the jurisdiction of this Honorable Court For that Whereas on the Tenth day of September in the year of Christ One Thousand Eight hundred and Eight at Madras the said Sheikh Nuttal was indebted to the said Bissa Beebee in the Sum of Four hundred Star Pagodas of the Lawful Current Money of Madras for Money by the said Bissa Beebee before that time lent and advanced to the said Sheikh Nuttal and at his or Special instance and request. And being so indebted the said Sheikh Nuttal 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 Bissa Beebee to pay her the said Sum of money when he the said Sheikh Nuttal should be thereto afterwards requested And Whereas the said Sheikh Nuttal afterwards to wit on the same Day and year aforesaid at Madras aforesaid was indebted to the said Bissa Beebee in the further Sum of Four hundred Star Pagodas of like Lawful Current Money of Madras for Money by the said Bissa Beebee before that time laid out expended and paid for the said Sheikh Nuttal at his like special instance and request And being so indebted the said Sheikh Nuttal in consideration

thereof

thereof afterwards to wit on the same Day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Bijsa Beebee to pay her the said last mentioned Sum of Money when he the said Sheikh Nuttul should be thereto afterwards requested And Whereas the said Sheikh Nuttul afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Bijsa Beebee of and concerning divers other Sums of Money before that time due and owing from the said Sheikh Nuttul to the said Bijsa Beebee and then being in arrear and unpaid upon which accounting the said Sheikh Nuttul was then and there found to be in arrear and indebted to the said Bijsa Beebee in the further Sum of Four hundred Star Pagodas of the like lawful Current Money of Madras. And being so found in arrear and indebted the said Sheikh Nuttul 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 Bijsa Beebee to pay her the said last mentioned Sum of Money when he the said Sheikh Nuttul should be thereto afterwards requested Yet the said Sheikh Nuttul not regarding his said several promises and undertakings so by him in manner and form aforesaid made but Contriving and fraudulently intending craftily

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 Bejsa Beebee (although so to do the said Sheikh Nuttal was requested by the said Bejsa Beebee afterwards to wit on the same day and year aforesaid and oftentimes afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Bejsa Beebee the said Sheikh Nuttal hath hitherto wholly refused and still doth refuse. To the damage of the said Bejsa Beebee of Four Hundred Star Pagodas and therefore she brings her Suit &c.

And afterwards to wit on the second day of December in the Vacation after the said Fourth Term of the said Year One Thousand Eight Hundred and Eight in the said Supreme Court of Judicature at Madras until which day the said Sheikh Nuttal had leave to imparl to the said Plaint and then to Answer the same came as well the said Bejsa Beebee by his said Attorney as the said Sheikh Nuttal by his said Attorney and the said Sheikh Nuttal defends the wrong and injury when &c. and says that he did not undertake or promise in manner and form as the said Bejsa Beebee hath above thereof complained against him and of this he puts himself upon the Court &c.

imparlance

Plea filed 2d. December 1808 J.S.

And the said Bejsa Bebee

Issue joined

Fourth Term 1809–

doth the like–

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 Fifth day of August in the said Term now last past came the parties aforesaid by their respective Attornies aforesaid and the Justices of this Court having heard examined and considered the allegations of the said Parties and the depositions of the Witnesses adduced by them pronounced that the said Sheikh Nuttul did undertake and promise in Manner and form as the said Bessa Bebe hath above thereof Complained against him and that the said Bessa Bebee have sustained damage by Occasion of the Nonperformance by the Sheikh Nuttul of his several promises and undertakings in the Plaint Mentioned to the Sum of One hundred Pagodas over And besides her Costs and Charges by her about her Suit in this behalf expended–

And Now at this day Comes the said Bessa Bebee by her said Attorney and Prays the Judgement of the Court of and upon the premises–

Judgment signed for the Plaintiff the fifth day

It is therefore Considered and Adjudged

Sheikh Nuttal her damages aforesaid to the said Sum
of One Hundred Pagodas And that the said Sheikh Nuttal
pay to the said Bijsa Bebee for her said Costs —
and Charges the Sum of One Hundred and Twenty Pagodas
and Sixteen Fanams — And that the said Sheikh Nuttal
be in Mercy &c —

Mercy

And thereupon the said Bijsa Beebee by —
Daniel Neale her Attorney prays the Writ of our Lord the
King of Capias ad Satisfaciendum to be directed to the
Sheriff of Madras Commanding him to take the Body of the
said Sheikh Nuttal to Satisfy the said Bijsa Beebee of Two
hundred and twenty Pagodas and Sixteen fanams which the
said Bijsa Beebee recovered against the said Sheikh Nuttal
for damages sustained as well by occasion of the Non —
performance of certain promises and undertakings lately
made by the said Sheikh Nuttal to the said Bijsa Beebee
as for her Costs and Charges by her about her suit in that
behalf Expended — and it is granted unto her returnable
here on the Sixth day of November Next. —

Writ of Ca. ad Sa. issued on the 5th day of October 1809

618 Fourth Term 1809

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan — Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of one Thousand Eight Hundred and Nine. —

Madras (to wit) Kirby Dalrymple and Sabastian Holford Greig gent in their place Daniel Neale their Attorney against John Hunt in a Plea of Debt. —

Madras (to wit) The said John Hunt gents in his place Robert Orme his Attorney at the Suit of the said Kirby Dalrymple and Sabastian Holford Greig in the Plea aforesaid. —

Madras (to wit) Be it Remembered that as of the First Term in the Year one Thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Kirby Dalrymple and Sabastian Holford Greig by Daniel Neal their Attorney and brought into the said Court their there their certain Plaint against John Hunt in a Plea of Debt on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

# Fourth Term 1809

Plaint in Debt filed 18th February 1808 E.J.

Madras (to Wit) Kirby Dalrymple and Sabastian Holford Greig by Daniel Neale their Attorney Complain of John Hurd who is a British Subject and as such a person Amenable to the Jurisdiction of this Honorable Court of a Plea that the said John render to the said Kirby and Sabastian Holford Thirteen Thousand and Six hundred Star Pagodas of the Lawful Current Money of Madras which he owes to and unjustly detains from them For that Whereas heretofore to Wit on the Fifth day of May in the Year of Christ One Thousand Eight hundred and Eight at Madras the said Kirby and Sabastian Holford at the Special instance and request of the said John had agreed to advance and lend unto the said John a certain Sum of Money to wit the Sum of Four Thousand Star Pagodas and had agreed to Hand to and bear the adventure of the same Sum upon a certain Ship called the Henry Parnell upon a Voyage of the said Ship then intended from Negapatam roads to the West Coast of Sumatra and other places and so Lastly to Madras for the period of Three Months at a premium of Twenty per Cent and proratta for three Months More of the said Ship should not return within the Period of Three Months and thereupon and thereupon

Year aforesaid at Negapatam aforesaid the said John by a certain deed Pole in Writing Sealed with his Seal and bearing date the day and Year aforesaid (and which is now Shown to the Court of our Lord the King here Covenanted and agreed with the said Thirty and Sebastian Holford that the said Ship with the first Good mind and weather from and after the Eighth day of May Next ensuing the date of the said deed Pole should depart from the said roads of Negapatam on the said intended Voyage and should by Gods Grace (the perils and dangers of the Seas and the restraint of Princes and rulers excepted) return to the port of Madras from her said Voyage before the expiration of three Months to be computed from the date of the same deed Pole and that the said Ship in her said intended Voyage should not Sail or apply unto any other ports or places than those heretofore Mentioned in the said deed Pole unless she should be Necessitated thereto by extremity of Weather or other unforward or unavoidable and unforeseen Accidents and further in case the said Ship Henry Pownall should not return to the port of Madras from the said intended Voyage at the end of Six Months to be computed from the date of the

same

same deed Poll and at the expiration of the said Six Months there not be full and just Proof made of the Loss of the said Ship happening within the time aforesaid then that the said John should and would within Fourteen days next after the end and expiration of the said Six Months &c well and truly pay or cause to be paid unto the said Kirby and Sebastian Halford at Madras aforesaid the said Sum of Four Thousand Star Pagodas and such premium &c thereon as aforesaid and that the said Kirby and Sebastian Halford should not run the hazard and Adventure of the said Ship by them Adventured as aforesaid upon the body of the said Ship beyond the said Period of Six Months to be reckoned and computed as aforesaid. And the said Kirby and Sebastian Halford in fact say that afterwards to wit on the said Eighth day of May in the Year One Thousand Eight hundred and Eight aforesaid at Madras aforesaid they the said Kirby and Sebastian Halford in pursuance and performance of the agreement aforesaid on their parts well and truly advanced and lent unto the said John the said Sum of Four Thousand Star Pagodas upon the Voyage aforesaid of the said Ships Henry Parnell and at the premium aforesaid for the time and terms aforesaid and that afterwards to

visit on the day and Year last aforesaid the said Ship departed
from the Roads of Negapatam on the said intended
Voyage — and the said Kirby and Sebastian Holford
further say that the said Ship Henry Pannell did not
at any time before the end of the said Six Months
mentioned in the said deed Sole return to the port of
Madras from the said intended Voyage the said Ship the
Henry Pannell having upon and during the said
Voyage been captured by certain French Subjects
Enemies of our Sovereign Lord the King and having
been afterwards recaptured from the said Enemies
and restored in good Safety to the said John to
visit at Madras from which time after the Expiration of the
said Six Months in the said Agreement Mentioned and before the
filing of the plaint of the said Kirby and Sabastian Holford in
this behalf the said Ship was in good Safety in the possession of
the said John to visit at Madras whereof the said John afterwards
to visit on the Twentieth Day of November in the Year aforesaid
at Madras aforesaid had Notice — By reason of which premises
the said John on the day and Year last aforesaid became
Liable to pay to the said Kirby and Sabastian Holford
the Sum of Five Thousand and Six Hundred Star Pagodas
(being the said principal Sum of Four Thousand Star
Pagodas Mentioned in the said recited deed Sole and

the

the Sum of One Thousand and Six Hundred Star Pagodas for
prencivm thereon at the rate aforesaid for the period of Six
Six Months from the date of the same deed Bill and by re-
reason whereof an action hath accrued to the said Kirby and
Sabastian Holford to demand and have of and from the
said John the said Five Thousand and Six Hundred Star
Pagodas Parcel of the said Thirteen Thousand and Six
Hundred Star Pagodas above demanded and also for that
afterwards to wit on the First day of February in the Year of
Our Lord One Thousand Eight Hundred and Nine at Madras
the said John Borrowed from the said Kirby and Sabastian
Holford a large Sum of Money to be paid upon request
(to wit) the Sum of Four Thousand Star Pagodas of the
Lawful Current Money of Madras By reason whereof and
of the said last mentioned Sum of Money remaining
wholly unsatisfied an Action hath accrued to the said
Kirby and Sabastian Holford to demand and have of
and from the said John the said last mentioned Sum
of Four Thousand Star Pagodas (further parcel of the said
Thirteen Thousand and Six hundred Star Pagodas
above demanded) and likewise for that afterwards to wit
on the day and Year last aforesaid at Madras aforesaid

Shirby and Sabastian Stolford Another Large Sum of
Money (to wit) the Sum of Four Thousand Star
Pagodas of the like lawful Current Money of Madras to be
paid to the said Shirby and Sabastian Stolford when he
the said John should be thereto afterwards required
Whereby an Action hath accrued to the said Shirby and
Sabastian Stolford to demand and have of and from
the said John the said last mentioned Sum of Four
Thousand Star Pagodas (residue of the said Thirteen
Thousand and Six Hundred Star Pagodas above
demanded) Yet the said John (although often requested
&c.) hath not paid the said Thirteen Thousand and
Six Hundred Star Pagodas above demanded or any
part thereof But he to pay the same hath hitherto
altogether refused and still doth refuse To the damage of the
said Shirby and Sabastian Stolford of Four Thousand Star
Pagodas and therefore they bring their Suit &c.

And afterwards to wit in the Second Term
of the said Year one Thousand eight hundred and nine,
in the said Supreme Court of Judicature at Madras —
until which Term the said John had leave to imparl —
to the said Plaint and then to answer the same Cause as
well the said Shirby and Sabastian by their said —
the said John by his said Attorney and the
said

imparlance

amended Plea filed 8th April 1809 - JS

John Defend the wrong and injury when &c and craves oyer of the Deed poll or Writing in the first Count of the said Plaint mentioned and it is read to him in these words, to wit, "To all Persons to whom these presents shall come John Hunt Owner of the Ship Henry Parnel late the recaptured Ship Kitty of the Burthen of three hundred Tons or thereabouts now riding at Anchor in Negapatam Roads and whereof Edward Wood is the present Master sendeth Greeting, Whereas the said Ship Henry Parnel is now bound upon a Voyage from Negapatam Roads aforesaid to the West Coast of Sumatra and from thence to the East Coast of Sumatra there to take in a Cargo of Goods and proceed therewith to Penang and from Penang the said Ship Henry Parnel is either to return direct to Madras or to return to the last mentioned Port by the East or West Coast of Sumatra as occasion shall or may require and to end her Cargo at the said Port of Madras - And Whereas the said John Hunt is under the necessity of taking up upon the Body and adventure of the said Ship the Sum of Four thousand Star Pagodas for the purposes of the said Ship which Kirby Dalrymple and Sabastian Halford Esqrs of Madras Merchants and Copartners have on the request of the said John Hunt lent unto him or agreed to lend to him upon the Body and Adventure of the said Ship as aforesaid for the period of three

" prorata for three Months more in case the said Ships
" should not return within the Period of Three
" Months from the Voyage aforesaid Now know
" ye that the said John Hunt for himself his
" Executors and Administrators doth by these Presents
" covenant promise grant and agree to and with the said
" Thirby Dalrymple and Sabastian Holford Greig
" who before the sealing and delivery hereof have paid
" and advanced or have agreed to pay and advance unto
" the said John Hunt the sum of Four thousand Star
" Pagodas of the Current Money of Madras and are
" contented and agreed to stand to and bear the Adventure
" of the said Sum upon the body of the said Ship
" Henry Parnel during the Voyage aforesaid for the
" period of three Months at a Premium of twenty
" per Cent and prorata for three Months more if the
" said Ship should not return within the Period of
" three Months) and to and with the Executors
" Administrators and Assignes of the said Thirby
" Dalrymple and Sabastian Holford Greig by
" these presents that the said Ship with the first
" good Wind and Weather from and after the Eighth
day

" day of May next ensuing the date of these presents shall &c
" depart from the said Roads of Negapatam on the said &c
" intended Voyage and shall by Gods Grace / the perils and
" Dangers of the Sea and the restraint of Princes and &c
" Rulers Excepted / return to the Port of Madras from her
" said Voyage before the expiration of three Months to be
" Computed from the date of these presents And that the said
" Ship in her said intended Voyage shall not sail or &c
" apply unto any other ports or places than those herein &c
" before mentioned unless she shall be necessitated thereto by
" extremity of Weather or other unforeseen or unavoidable and
" unforeseen Accidents and further that the said John &c
" Hunt his Executors Administrators and Assigns shall and
" will consign seventy Tunes of Salt to Mr. L. M. Sandfelt
" the Supercargo of the said Ship Henry Parnel the proceeds
" Whereof shall be remitted by the said L. M. Sandfelt to the
" said Kirby Dalrymple and Sebastian Rolford Craig at
" Madras in part payment of the said Sum of Four
" thousand Pagodas so advanced or agreed to be Advanced
" by them to the said John Hunt as aforesaid and the re-
" muneration due thereon - and that for the recadue thereof
" he the said John Hunt his Executors or Administra-
" tors shall and will send good remittances from the

" Port of Penang to the said Kirby Dalrymple and Sabastian
" Holford Greig their Executors Administrators or Assigns
" at Madras and such as shall be approved of by Mr
" Mr. J. Ferroo the Agent of the said Kirby Dalrymple
" and Sabastian Holford Greig at Penang aforesaid
" and the said John Hunt in Consideration of the
" said Sum of Four Thousand Sagodas to be paid or
" agreed to be paid to him by the said Kirby Dalrymple and Sabastian Holford Greig as aforesaid
" doth hereby bind himself his Heirs Executors and
" Administrators his goods and Chattels and Particularly the said Sheji Henry Parnele with the
" Freight Tackle and Apparel of the same to pay
" unto the said Kirby Dalrymple and Sabastian
" Holford Greig the said Sum of Four Thousand
" Sagodas and the Premiums thereon as aforesaid
" aforesaid — And the said John Hunt for himself
" his Executors and Administrators doth Covenant
" declare and agree to and with the said Kirby
" Dalrymple and Sabastian Holford Greig their
" Executors and Administrators by these Presents
" that he the said John Hunt at the time of the
" Sealing and delivery of these Presents is the true
and

" and Lawful owner of the said Ship Henry Parnel and hath
" Power and Authority to change and engage the
" said Ship in manner aforesaid and that the said Ship
" shall at all times after the said Voyage be Liable and
" Chargeable for the Payment of the said Sum of Four
" thousand Star Pagodas and the Premium thereon as
" aforesaid According to the true intent and meaning
" of these Presents Provided always and it is nevertheless
" the true intent and meaning of these Presents that
" if the said Ship Henry Parnel in her intended Voyage
" shall happen to be lost miscarry or be taken by men of
" War or Pirates that then and in such Case these
" Presents and every Covenant Act Matter and thing
" therein Contained on the part and behalf of the said John
" Hunt to be done performed and Executed shall be void
" and of no effect and that then he the said John Hunt his
" Executors or Administrators shall not be in any ways
" Chargeable or Liable to pay the said Sum of Four
" thousand Pagodas and the Premium thereon or any
" part thereof to the said Shirby Dalrymple and Sebastian
" Holford Greig their Executors Administrators or Assigns
" any thing herein before Contained to the Contrary thereof

" said Ship Henry Parnel shall not return to the port of
" Madras from the said intended Voyage at the end
" of Six months to be computed from the date hereof
" and that at the expiration of the said Six months
" here shall not be full and just Proof made of the
" loss of the said Ship happening within the time
" aforesaid that then and in such case he the said
" John Hurst his Executors Administrators or Assigns
" shall and will within Fourteen days next after
" the end and expiration of the said Six Months —
" well and truly pay or cause to be paid unto the said
" Shirby Dalrymple and Sebastian Holford Greig their
" Executors Administrators or Assigns at Madras afore-
" said by good Remittances as aforesaid the said sum
" of Four thousand Pagodas and such Premium —
" thereon as aforesaid And that the Shirby Dalrymple and
" Sebastian Holford Greig shall not run the Hazard and
" Adventure of the said Ship by them Adventured as —
" aforesaid upon the Body of the said Ship beyond the
" said Period of Six Months to be reckoned and Computed
" as aforesaid In Witness whereof the said John —
" Hurst hath hereunto set his hand and Seal at —
" Nagapatam

Nagapatam aforesaid the Fifth day of may in the year
of our Lord One thousand eight hundred and Eight
Jno. Hunt (L.S.) Signed Sealed and Delivered &c
(where no Stamps are used) In the Presence of &c
Jno. Davidson Benj.n Randall Memorandum
It having been Agreed on by & between the above &
mentioned Dalrymple & Greig & John Hunt to &
Substitute others in the room of Capt.n Wood in the
Command of the Henry Parnell & Mr. Soulsett as
Supercargo in case of necessity The said Dalrymple
and Greig and John Hunt therefore Agree to the
Nomination of Capt. Alexander Finlayson to the
Command in the Room of Edward Wood and Capt
James Thomas Anderson in the Room of Mr.
J. M. Soulsett in Charge of Seventy Garce of Salt &
to be remitted by him as specified above to the said
Dalrymple & Greig Jno. Hunt" Which being read
and Sworn the said John says that he ought not to be
charged with the said debt by virtue of the said
deed because he says that after the making of
the said Deed Poll the said Ship did with all
convenient speed, to wit, on the same Day and
Year in the said Writ [illegible] the said

1869

Judgment Roll

Fourth Term

Section 28

Plaint mentioned proceed and sail from the said
Roads of Negapatam on the said intended Voyage in the
first Count of the said Plaint mentioned and after
her arrival on the West Coast of Sumatra, to wit, on
the Thirtieth day of May in the Year of our Lord One
thousand Eight hundred and Eight and before the
return of the said Ship to the said Port of Madras
and within Six Months after the making of the said
Deed Poll the said Ship was on her said intended
Voyage taken by certain subjects of the French Government
Enemies at War with our Sovereign Lord the King and
although true it is the said Ship was recaptured and by due
course of Law afterwards restored to the said Johnstone
Payment of Salvage yet the said Defendt says that by reason of
such Capture of the said Ship he was prevented from
completing her Voyage in the said Deed poll mentioned
and so the said John says that the said Ship did miscarry
in her said intended Voyage and this he is ready to verify
&c. Wherefore &c. And as to the second Count of the
said Plaint the said John says that he does not owe to the
said Kirkby Dalrymple and Sabastian Halford Greig the
said Sum of Four thousand Pagods in the second Count of the
said Plaint mentioned or any part thereof in manner
and form as the said Kirkby and Sabastian Halford
have above thereof in the Second Count of the said Plaint

complained

complained against him and of this he puts himself &c
upon the Court &c.—

And afterwards to wit in the same Second Term
of the said Year One Thousand Eight hundred and Nine
came the Parties aforesaid by their Attornies aforesaid And
thereupon the said Kirby and Sabastian Holford as to the
said Plea of the said John by him above pleaded to the
said first Count of the said Plaint say that the Plea
aforesaid in manner and form as the same is above
Pleaded and the Matters therein contained are not
sufficient in Law for the said John to bar the said
Kirby and Sebastian Holford from having &
maintaining their aforesaid Action against him the
said John as to the said Sum of Five Thousand and
Six hundred Star Pagodas in the said First Count
of the said Plaint mentioned — And they the said
Kirby and Sabastian Holford are under any
not are they bound by the Law of the land in any
manner to Answer thereto — and this they are
ready to verify Wherefore for want of a sufficient Plea
behalf the said Kirby and Sabastian Holford
Judgment and their said Debt of Five Thousand
and Six hundred Star Pagodas Parcel &c in the
first Count of the said Plaint mentioned together with
their damages by reason of the detaining the same Debt to
be adjudged to them &c. And as to the said Plea

Demurrer and Replication to Pleas filed 5th April 1809

upon the Court the said Kirby and Sabastian Holford do the like - And as to the said Plea of the said John by him above Pleaded to the said last Count of the said Plaint and whereof the said John hath also put himself upon the Court the said Kirby and Sabastian Holford do the like. -

And afterwards to wit in the same Second Term One thousand eight hundred and Nine came the Parties aforesaid by their Attornies aforesaid and thereupon the said John says that the Plea aforesaid by him above pleaded to the first Count of the said Plaint and the matters therein contained are good and sufficient in Law to bar the said Kirkby and Sabastin Holford from having their aforesaid Action against the said John which said Plea and the matters therein contained the said John is ready to Verify and prove as the Court &c. And because the said Kirkby and Sabastin Holford do not answer the said Plea nor have hitherto any ways denied the same the said John as before prays Judgment and that the said Kirkby and Sabastin Holford may be barred from having their said Action against him the said John &c.

Joinder filed 5th April 1809 JS.

And afterwards a Day was given to the parties respectively wherein they should come and hear the Judgment of the Court of and upon the premises. -

Judgment for the Plaintiffs upon Demurrer 24th July 1809 - JShaw

At which day being the Twenty fourth day of July in the Third Term now last past came the said Kirkby and Sebastian Holford and also the said John by their respective Attornies aforesaid. Whereupon all and singular the premises being seen and by the Court here fully understood

and on mature deliberation being had thereon. It appeared to the said Court here that the said Plea of the said John so as aforesaid by him Pleaded to the said First Count of the said Plaint of them the said Kirby and Sebastian Holford and the Matters in that Plea contained are not sufficient in Law to bar the said Kirby and Sebastian Holford from having and maintaining their aforesaid Action against him the said John as to the said Sum of Five Thousand and Six hundred Star Pagodas in the said First Count of the said Plaint mentioned.

And now at this day come the said Kirby and Sebastian Holford by their said Attorney and relinquishing the residue of the Debt by them above demanded and all damages by them sustained by occasion of the premises Pray Judgment for the said Sum of Five Thousand and Six hundred Star Pagodas and for their Costs and Charges out by them about their Suit in this behalf.

It is therefore considered and adjudged that the said Kirby and Sebastian Holford recover against the said John their said Debt of Five Thousand and Six hundred Star Pagodas Parcel of the said Thirteen Thousand and Six hundred Star Pagodas above demanded and that the said John pay to the said Kirby and Sebastian Holford for their said Costs and Charges the Sum of One hundred and Eighty eight Pagodas and twenty Fanams And that the said

Judgment signed for the Plaintiffs the 13th day of Octr 1809.
J. Shaw
Dy Prothy

Fourth Term 1809

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon^ble Sir Benjamin Sullivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and Nine. —

Paupers

Madras to Wit Sedambaram Venkatachila Moodelly puts in his place Daniel Neale his attorney against Paduvi-Nagaram Nellatomby Moodelly in a Plea of Trespass on the Case. —

Madras to Wit The said Paduvinagaram Nellatomby Moodelly in his own proper person at the Suit of the said Sedambaram Venkatachella Moodelly in the Plea aforesaid. —

Madras to Wit Be it Remembered that in the First Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Sedambaram Venkatachila Moodelly by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Paduvinagaram Nellatomby Moodelly in a Plea of Trespass on the Case, and there an Pledge for the Prosecution to wit John Doe and Richard

Plaintiff a Plaint filed 22d February 1809 - J.S.

Madras to wit Sedambarum Venkatachila Modelly by Daniel Neale his Attorney complains of Paduvinagarum Nallatomby Modelly who is an Heindoo Inhabitant of Madras and as such Subject to the Jurisdiction of this Honorable Court For that Whereas the said Paduvinagarum Nallatomby heretofore to wit on the Thirtieth day of March in the year of our Lord One thousand eight hundred and five to wit at Madras Made his Certain Instrument in Writing in the Malabar Language purporting to be and Commonly called a Malabar Bond his own proper hand being thereunto Subscribed and bearing date the day and year aforesaid And then and there delivered the same instrument in Writing to the said Sedambarum Venkatachila by which said instrument in Writing he the said Paduvinagarum Nallatomby Acknowledged that on the day of Making thereof he had in Consequence of urgent Occasion borrowed and Received of the said Sedambarum Venkatachila the sum of (20) Twenty Star Pagodas Current Money of Madras and did thereby engage to repay to the said Sedambarum Venkatachila the same Sum on or before the Fifteenth Day of January or Twenty Fifth [illegible]

became liable to pay to the said Sedambaram Venkatachila the said sum of Money in the said instrument in Writing specified According to the tenor and effect of the said Instrument in Writing and being so liable he the said Poduvinagaram Nallatomby 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 Sedambaram Venkatachila to pay him the said sum of Money in the said Instrument in Writing specified according to the tenor and effect of the said Instrument in Writing And Whereas also afterwards to wit on the first day of May in the year aforesaid at Madras aforesaid the said Poduvinagaram Nallatomby made his certain other instrument in Writing in the Malabar Language purporting to be and Commonly Called a Malabar Bond his own proper hand being thereunto subscribed and bearing date the day and Year last aforesaid and then and there delivered the same instrument in Writing to the said Sedambaram Venkatachila by which said last Mentioned Instrument in Writing the said Poduvinagaram Nallatomby acknowledged that on the day of the Making thereof he had in consequence of his urgent Occasion borrowed and received of the said Sedambaram Venkatachila the Sum of (200) Two Hundred

Star Pagodas Current Money of Madras and did thereby
engage to repay to the said Sedambaram Venkatachila
the same Sum on or before the Month of September
Then Next in default of which the said Sedambaram
Venkatachila was thereby Empowered to Prosecute
in the Honorable the Supreme Court and recover
the Principal 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
Paduvinagaram Nallatomby became liable to pay
to the said Sedambaram Venkatachila the said
Sum of Money in the said last Mentioned
Instrument in Writing specified according to the tenor
and effect of the said Instrument in writing And
so Liable he the said Paduvinagaram Nallatomby
Year last aforesaid at Madras aforesaid undertook
then and there faithfully promised the said Sedambaram
Venkatachila to pay him the said Sum of Money
the said last Mentioned Instrument in Writing
specified According to the tenor and effect of the said
Instrument in Writing And Whereas also the said
Paduvinagaram Nallatomby afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
was indebted to the said Sedambaram Venkatachila

Current Money of Madras for Money by the said &c
Sedambaram Vencatachila before that time lent &c
and Advanced to the said Paduvinagaram Nallatomby
and at his Special instance and request And being
so indebted as last aforesaid the said Paduvinagaram
Nallatomby in consideration thereof afterwards to wit
on the same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully &c
promised the said Sedambaram Vencatachila to pay
him the said last Mentioned Sum of Money when he
the said Paduvenagaram Nallatomby should be
thereto afterwards requested And Whereas the said
Paduvinagaram Nallatomby afterwards to wit on the
same day and Year last aforesaid at Madras afore-
said was indebted to the said Sedambaram &c
Vencatachila in the further Sum of five hundred &c
Star Pagodas of like lawful Current Money of &c
Madras for Money by the said Sedambaram Venkata-
chila before that time laid out expended and paid
for the said Paduvinagaram Nallatomby and at his &c
like special instance and request And being so &c
indebted he the said Paduvinagaram Nallatomby
in Consideration thereof afterwards to wit on the &c
same day and Year last aforesaid at Madras &c
aforesaid undertook and then and there faithfully
promised the said Sedambaram Vencatachila to

pay him the said last Mentioned Sum of Money when he the said Poduvinagaram Nallatomby should be thereto afterwards requested And ~~~ Whereas also the said Poduvinagaram Nallatomby afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Sedambaram Venkatachila in the further sum of five hundred Star Pagodas of like lawful current Money of Madras for Money by the said ~~~ Poduvinagaram Nallatomby before that time had and received to the use of the said Sedambaram Venkatachila and being so indebted he the said Poduvinagaram ~~~ Nallatomby in Consideration thereof afterwards to wit the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sedambaram Venkatachila to pay him the said last mentioned Sum of Money when he the said Poduvinagaram Nallatomby should be thereto afterwards requested And Whereas the said Poduvinagaram Nallatomby afterwards to wit on the same day and Year last aforesaid at Madras aforesaid Accounted with the said Sedambaram Venkatachila of and concerning divers other sums of Money before that time due and owing from the said Poduvinagaram Nallatomby to the said Sedambaram Venkatachila and

then being in arrear and unpaid upon which accounting
the said Poduvinganaren Nallatomby was then and
there found to be in arrear and indebted to the said
Sedambaraen Venatachila in the further Sum of
five hundred Star Pagodas of like lawful Current
Money of Madras and being so found in arrear —
and indebted the said Poduvinagaraen Nallatomby in
consideration thereof afterwards to wit on the same —
day and Year last aforesaid at Madras aforesaid —
undertook and then and there faithfully promised the
said Sedambaraen Venatachila to pay him the said
last Mentioned Sum of Money when he the said
Poduvinagaraen Nallatomby should be thereto afterwards
requested Yet the said Poduvinagaraen Nallatomby 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 Sedambaraen
Venatachila 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 Sedambaraen —
Venatachila altho so to do he the said Poduvina-
garaen Nallatomby was requested by the said
Sedambaraen Venatachila afterwards to wit on the
same day and year last aforesaid and afterwards
afterwards at Madras aforesaid But to pay the
same

same or any part thereof to the said Sedambaram Venkatachila he the said Poduvinayagaram Nallatomby hath hitherto wholly refused and still doth refuse so to the damage of the said Sedambaram Venkatachila of five hundred Star Pagodas and thereupon he brings his Suit &c.

Said Clarke

And the said Nallatomby having come in his own person and remaining in custody of the Sheriff of Madras charged with the said Plaint and Suit of the said Venkatachila defends the wrong and injury when &c and says nothing in bar or preclusion of the said Action of the said Venkatachila whereby the said Venkatachila has remained Wherein undefended against the said Nallatomby and by reason whereof day was given to the said Venkatachila whereupon he should come before the Court and verify his said plaint and suit.

At which day being the twenty day of March in this term comes the said Venkatachila by his said Attorney and alleges and proves to the Court the matters of his said plaint and the said Justices of this Court having heard examined and considered the allegations of the said Venkatachila and the depositions of the witnesses adduced in proof

have pronounced that the said Nellatomby did under-
take and promise in manner and form as the said
Vencatachila hath alge thereof complained against him —

And now at this day comes the said Vencata-
chila by his said Attorney and prays that the damages
sustained by him by occasion of the Nonperformance —
by the said Nellatomby of the several promises and
undertakings in the Plaint mentioned may be assessed —
and that the same damages and also the Costs and
charges laid out by him the said Vencatachila in and
about his suit in this behalf ~~may be~~ may be adjudged
to him —

And the said Justices having assessed the damages
sustained by the said Vencatachila by occasion of the
premises at the Sum of Three Hundred and Thirty
Seven Pagodas and Thirty six fanams It is considered
and adjudged that the said Vencatachila recover —
against the said Nellatomby his damages aforesaid
to the said sum of Three Hundred and Thirty —
Seven Pagodas and Thirty six fanams and that the
said Nellatomby pay to the said Vencatachila —
for his said Costs and Charges the Sum of

One

Judgment signed for the Plaintiff the 26th day of Octr 1809 — Shaw Ag Pothy

No 80

One hundred and thirty one Pagodas and forty
Fanams Which damages Costs and Charges Amount
to Four hundred and Sixty Nine Pagodas and thirty
Mercy one fanams and the said Nellatoorky in Mercy &c.

# Fourth Term 1809 -

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

Madras Ss - Cholingnah Moodeliar puts in his place Robert Orme his attorney against Venkatasawmy Reddy in a Plea of Debt. -

Madras Ss The said Venkatasawmy Reddy in his own proper person at the Suit of the said Cholingnah Moodeliar in the Plea aforesaid

Madras Ss Be it Remembered that as in the Fourth Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Cholingnah Moodeliar by Orme his Attorney and brought into the then there his certain Plaint against Venkatasawmy Reddy in a Plea of Debt are Pledges for the Prosecution to wit John Doe which said Plaint follows in these words that is to say

Sundrad

Plaint in debt filed 15th August 1809

Madras ss Cholapah Moodeliar by Robert Orme his Attorney complains of Venkatasawmy Reddy being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court of a Plea that he render to him the said Cholapah Moodeliar Three Hundred Star Pagodas of the Current Money of Madras which he the said Venkatasawmy Reddy owes to and unjustly detains from the said Cholapah Moodeliar For that Whereas the said Venkatasawmy Reddy heretofore to wit on the Nineteenth day of July in the year one thousand eight hundred and nine at Madras aforesaid by his certain Writing Obligatory sealed with the Seal of the said Venkatasawmy Reddy and to the Court here now shewn the date whereof is on the day and Year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Cholapah Moodeliar in the penal Sum of Three Hundred Star Pagodas to be paid to the said Cholapah Moodeliar when he the said Venkatasawmy Reddy should be thereunto afterwards requested Yet the said Venkatasawmy Reddy &c. altho often Requested &c. hath not paid the said Sum of Three Hundred Star Pagodas above demanded or any part thereof to the said Cholapah Moodeliar, But to pay the same or any part thereof to the said Cholapah Moodeliar he the said Venkatasawmy Reddy hath hitherto wholly refused and still doth refuse To the said Cholapah Moodeliar his Damage of Fifty Pagodas and Therefore he

brings

Judgment by Confession the 15th Sept 1809

Writings Suit &c.

And Now in the Fourth Term of the Year One Thousand Eight hundred and Nine the said Venkata-=sawmy Reddy in his own person comes and says that he cannot deny the said Action of the said Cholingah Moodeliar now but that the said Bond or writing Obligatory in the said Plaint mentioned is the deed of the said Venkatasawmy Reddy now but that the said Venkatasawmy Reddy owes to and detains from the said Cholingah Moodeliar the said Three Hundred Star Pagodas in manner and form as the said Cholingah Moodeliar hath above thereof complained against him Therefore it is Considered that the said Cholingah Moodeliar recover against the said Venkatasawmy Reddy his said debt and also Forty seven Pagodas and twenty four Fanams for his damages which he hath sustained as well by occasion of the detaining the said Debt as also for his Costs and Charges by him about his Suit in this behalf expended Adjudged to the said Cholingah Moodeliar with his Assent and the Venkatasawmy Reddy in Mercy &c.

Judgment signed for the Plaintiff the 25th day of Octo 1809 J Shaw D Sheriff

mercy

And thereupon the said Cholingah by 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 and other Effects, Real and Personal of the said Venkatasawmy Reddy within the jurisdiction of the Court of Judicature at Madras aforesaid by Sale Necessary by Sale thereof, the Sum of Pagodas

and five fanams for debt, and damages which the said Cholingrah recovered against the said Venkatasawmy Reddy ~~&~~ which the the said Cholingrah Modeliar had sustained as well on occasion of the detention of the 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 October next. —

Writ of Ca Sa issued on the 25th Nov.r 1809

# Fourth Term 1809.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and Nine.

Fort Saint George Madras to Wit } Sauligramum Ponnapully puts in his place William Light his Attorney against Annenjacarry Yetchoo Moodeliar in a Plea of Trespass on the Case.

Fort Saint George Madras to Wit } The said Annenjacarry Yetchoo Moodeliar puts in his place Gilbert Richetts his Attorney of the said Sauligramum Ponnapully in the Plea aforesaid.

Fort Saint George Madras to Wit } Be it Remembered that in the Third Year one thousand eight hundred, and Nine of the Supreme Court of Judicature at Madras came Sauligramum Ponnapully by William Light his Attorney and brought into the said Court his certain Plaint against Annenjacarry Moodeliar in a Plea of Trespass on the Case whereof they are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in the following Words

Plaint in Assumpsit
filed 20th July
1809

Fort Saint George Madras to Wit Sauligramum Pommapully
by William Light his Attorney Complain of Annenjecary
Yetchoo Moodeliar 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 Annenjecary Yetchoo Moodeliar heretofore to wit on
the twelfth day of August in the Year of our Lord One
thousand Eight Hundred and one by a certain Bond in
writing in the Malabar Language according to the Custom
of such Natives the date whereof is on the day and Year
aforesaid at Madras aforesaid acknowledged to have
Borrowed and Received of the said Sauligramum Pommapully
the Sum of Three Hundred Star Pagodas of the Current
money of Madras aforesaid which said Sum of Money he
the said Annenjecary Yetchoo Moodeliar thereby engaged to
repay the said Sauligramum Pommapully "On Demand
with all such Interest as should or might become due
thereon at and after the rate of twelve per cent per Annum
Whereby and by force of the Custom and Laws of such
Natives the said Annenjecary Yetchoo Moodeliar
became liable to Pay to the said Sauligramum Pommapully
the said Sum of Money in the said Note mentioned
according to the Tenor and Effect thereof and being so liable
he the said Annenjecary Yetchoo Moodeliar in Consideration
thereof afterwards to wit on the same day and Year afore-
said at Madras aforesaid undertook and then and there
duly promise the said Sauligramum Pommapully to
pay unto the said Sum of Money in the said Note
mentioned

mentioned according to the Tenor and Effect thereof
And Whereas the said Annenjecary Yetchoo Moodeliar
afterwards to wit on the Eighteenth day of July in the
Year One thousand Eight Hundred and Nine at Madras
aforesaid was indebted to the said Sandigramun
Ponnapully in other Six Hundred Star Pagodas of the
Current Money of Madras aforesaid for so much money
by the said Annenjecary Yetchoo Moodeliar before that
time had and received to and for the use of Sandigra-
mun Ponnapully and being so indebted he the said
cary Yetchoo Moodeliar in Consideration thereof afte
to wit on the same day and Year last aforesaid
aforesaid undertook and then and there faithfully
the said Sandigramun Ponnapully to Pay
said last mentioned Sum of Money when
Annenjecary Yetchoo Moodeliar should be thereto
wards requested And Whereas also the said
Yetchoo Moodeliar afterwards to wit on the same
last aforesaid at Madras aforesaid was indebted to the said
Sandigramun Ponnapully in other Six hundred
of like current money of Madras for so much Money
Sandigramun Ponnapully before that time
Expended to and for the use of the said Annenjecary Yetchoo
Moodeliar at his Special instance and request
so indebted he the said Annenjecary
in Consideration thereof afterwards to wit
day and Year last aforesaid at Madras
and there and there faithfully

learn to act justly.

1809

Judgment Roll.

Fourth Term

Section 29

Saulegramum Ponapully to Pay him the said last mentioned Sum
of money when he the said Annenjecary Yetchoo Modelliar
Should be thereto afterwards requested And Whereas also the
said Annenjecary Yetchoo Modelliar afterwards to wit on the same
day and Year last aforesaid at Madras aforesaid was indebted to
the said Saulegramum Ponnapully in other Six hundred Star
Pagodas of like Current money of madras aforesaid for so
much money by the said Saulegramum Ponnapully before that
time lent and advanced to the said Annenjecary Yetchoo
Modelliar at his Special instance and request and being so
indebted he the said Annenjecary Yetchoo Modelliar in
Consideration thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Saulegramum
Ponnapully to pay him the said last mentioned Sum
of Money when he the said Annenjecary Yetchoo Modelliar
Should be thereto afterwards requested And Whereas also the
said Annenjecary Yetchoo Modelliar afterwards to wit on the
same day and Year last aforesaid at Madras aforesaid
accounted with the said Saulegramum Ponnapully of and
concerning divers other Sums of Money then due and owing
from the said Annenjecary Yetchoo Modelliar to the said
Saulegramum Ponnapully and then being in arrear and unpaid
upon that accounting he the said Annenjecary Yetchoo Modelliar
was and there found to be in arrear and indebted to

the said Sandegramen Pennapully in all Six Hundred
Star Pagodas of like Current Money of Madras aforesaid &
and being so indebted he the said Annancoory Yetchoo
Mudelliar in Consideration thereof afterwards to wit on the
same day and year last aforesaid at Madras aforesaid &
underlook and there and then Faithfully Promised the said
Sandegramen Pennapully to Pay him the said last mentioned
Sum of money when he the said Annancoory Yetchoo
Mudelliar should be thereto afterwards requested & the
said Annancoory Yetchoo Mudelliar Not regarding the said
several Promises and Undertakings so made by him
in this behalf as aforesaid but contriving and fraudulently
intending craftily and subtilly to deceive and defraud the
said Sandegramen Pennapully hath not yet paid the
said several Sums of money aforesaid or any part
thereof to the said Sandegramen Pennapully although
often requested so to do but to Pay the same or any part
thereof he the said Annancoory Yetchoo Mudelliar hath
Faithfully & wholly refused and still doth refuse to the
Damage of the said Sandegramen Pennapully of
Six Hundred Star Pagodas and therefore he brings his
Suit &c.

And the said Annancoory Yetchoo Mudelliar

wrong and Injury whereof &c. And says that he cannot deny the Action of the said Saulegraumum Ponnapilly but that he the said Annajecary Yetchoo Moodeliar did undertake and promise in manner and form as the said Saulegraumum Ponnapilly hath above thereof complained against him and that the said Saulegraumum Ponnapilly hath sustained damages on occasion of the not performing of the said several promises and undertakings in the said Declaration mentioned the Sum of Four hundred and Eighty Eight Pagodas Forty two Fanams and Sixty Six Cash as by the said Declaration is above supplied and Whereupon the said Saulegraumum Ponnapilly prays Judgment and his Damages so acknowledged together with his Costs and Charges by him about his Suit in this behalf expended to be adjudged to him &c. Therefore it is Considered that the said Saulegraumum Ponnapilly do recover against the said Annajecary Yetchoo Moodeliar his Damages aforesaid of Four hundred and Eighty Eight Pagodas Forty two Fanams and Sixty Six Cash in form aforesaid Acknowledged and also One Hundred and Six Pagodas and Twenty two Fanams for his said Costs and Charges by the Court here adjudged

Judgment signed for the Plaintiff the 27th day of Octr 1809 — Shaw by Rothy

adjudged to the said Saulegraunnum Pannapilly and with his Assent which said Damages Costs and Charges in the whole Amount to Five hundred and Ninety five Pagodas Nineteen Fanams and Sixty Five Cash and the said Annanjacary Yetchoo Moodeliar in mercy &c.

And thereupon the said Saligramnum Pannapilly by William Leight his Attorney prays the Writ of our Lord the King of Kapiam ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Annanjacary Yetchoo Moodeliar to Satisfy the said Saligramnum Pannapilly of Five hundred and Ninety five Pagodas Nineteen Fanams and Sixty Six Cash which the said Saligramnum Pannapilly Recovered against the said Annanjacary Yetchoo Moodeliar for damages sustained as well by reason of the Non performance of Certain promises and Undertakings Lately made by the said Annanjacary Yetchoo Moodeliar to the said Saligramnum Pannapilly as for his Costs and Charges by him about his Suit in that behalf Expended and it is granted unto him &c returnable here on the

Writ of Ca Sa &c issued on 27 day

# Fourth Term 1809.

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

Madras ss Trichinopoly Ensign Mandeliar puts in his place Robert Orme his Attorney against Sewan Row in a Plea of Trespass, on the Case. —

Madras ss The said Sewan Row in his own proper person & the said Trichinopoly Ensign Mandeliar in the Plea aforesaid. —

Madras ss Be it Remembered that in the Second Term in the Year one thousand eight hundred and Nine & before the Supreme Court of Judicature at Madras & came Trichinopoly Ensign Mandeliar by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Sewan Row in a Plea of Trespass on the Case, and there are & Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Plaintiffs Attorney filed 13th April 1809 - D.S.

Madras } Tricchinopoly Erosanpah
Moodeliar by Robert Orme his attorney
complains of Jeevun Row being an Hindoo
Inhabitant of Madras and as such Subject to the
Jurisdiction of this Honorable Court For that Whereas
one Canaroe Aunantiah Bramminy on the
Ninth Day of November in the Year of our Lord
One Thousand Eight hundred and Eight at
Tricchinopoly to wit at Madras aforesaid according to
the usage and Customs of Merchants from time
immemorial used and approved of made his certain
Bill of Exchange in writing his own proper hand being
thereunto Subscribed bearing Date the Day and Year
aforesaid and then and there directed the said Bill
to the said Jeevun Row by the name and Description
of R. R. Jeevun Row Madras and thereby required the
said Jeevun Row at Thirty Days after sight of that his only
Bill of Exchange to pay one Poorshothoma Dawa or Order
the Sum of Six Hundred and Fifty Star Pagodas value
received and place the same to the account of the said
Canaroe Aunantah Bramminy without further Advice
And the said Canaroe Aunantah Bramminy then
and there delivered the said Bill of Exchange to the
said Poorshothoma Dawa, which said Bill of Exchange
the said Jeevun Row afterwards to wit on the Nineteenth
Day of November in the Year aforesaid at Madras
aforesaid

upon sight thereof accepted according to the said usage and Customs of Merchants and the said Poorshothorma Dawa to whom or to whose order the Payment of the said Sum of Money mentioned in the said Bill of Exchange was by the said Bill of Exchange to be made after the making thereof and before the Payment of the Money in the said Bill of Exchange specified or of any part thereof to wit on the Day and Year last aforesaid at Madras aforesaid indorsed the said Bill of Exchange his own hand being thereon Subscribed by which Indorsement the said Poorshothorma Dawa ordered and appointed the said Sum of Money specified in the said Bill of Exchange to be paid to one Harry Lumber Bhutt and there and there delivered the said bill of Exchange so indorsed to the said Harry Lumber Bhutt of which said Indorsement the said Jewan Row afterwards to wit on the Day and Year last aforesaid at Madras aforesaid had Notice And afterwards to wit on the same Day and year last aforesaid at Madras aforesaid the said Harry Lumber Bhutt to whom or to whose Order the Payment of the said Sum of Money directed by the said Indorsement to be made after the making thereof and before the Payment of



or of any part thereof to wit on the Day and Year last aforesaid at Madras aforesaid indorsed the said Note his own hand being thereon Subscribed by which said last mentioned Endorsement the said Harry Lumber Bhutt directed the said Sum of Money specified in the said Bill of Exchange to be paid to the said Tirchinopoly Erasapah Modeliar and there delivered the said Bill of Exchange so indorsed as last aforesaid to the said Tirchinopoly Erasapah Modeliar of which said last mentioned Endorsement the said Jewan Row afterwards to wit on the day and Year last aforesaid at Madras aforesaid had Notice by reason whereof and according to the said usage and custom of Merchants the said Jewan Row became liable to pay to the said Tirchinopoly Erasapah Modeliar the said Sum of Six hundred and fifty Star Pagodas in the said Bill of Exchange specified according to the tenor and effect of the said Bill of Exchange and of the said acceptance thereof and of the said several Endorsements so made thereon aforesaid And being so liable he the said Jewan Row in consideration thereof afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid undertook and faithfully promised the

the said Trichinopoly Cossapah Mudeliar to pay
him the said Sum of Money in the said Bill
of Exchange specified according to the Tenor and
effect of the said Bill of Exchange and of the
said Acceptance thereof and of the said several Endorse-
ments to made thereon as aforesaid And Whereas
also the said Lawson Ross afterwards to wit on the
Twentieth day of December in the Year last afore-
said at Madras aforesaid was indebted to the said
Trichinopoly Cossapah Mudeliar in the Sum of One
Thousand Star Pagodas of the Current Money of
Madras for so much Money by the said Trichino-
poly Cossapah Mudeliar before that time laid out
expended and paid to and for the use of the said
Lawson Ross and at his special instance and re-
quest and being so indebted he the said Lawson
Ross in consideration thereof afterwards to wit on
the same Day and Year last aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Trichinopoly Cossapah Mudeliar

Money whereof he the said Seroun Row should
be thereunto afterwards requested Yet the said
Seroun Row not Regarding his said Several
Promises and undertakings so by him made
in manner and form aforesaid but contriving
& fraudulently intending craftilly and subtilly
to deceive and defraud the said Trichinopoly
Crosapah Moodeliar in this behalf hath not yet
paid the said several Sums of Money or
either of them or any part thereof / altho' so to do
he the said Seroun Row was requested by the
said Trichinopoly Crosapah Moodeliar to wit on
the same Day and Year last aforesaid and often
afterwards to wit at Madras aforesaid) but
the said Seroun Row to pay the same or any
part thereof to the said Trichinopoly Crosapah
Moodeliar hath hitherto Wholly refused and
still Doth refuse to the Damage of the said
Trichinopoly Crosapah Moodeliar of One Thousand
Star Pagodas and therefore he brings suit &c

And now at this Day that is to say on the

Judgment by

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Fourth Term 1809

Thirty first Day of August in the Third Term of
of the said Year One Thousand Eight hundred and
Nine the said Jeremiah Rorn comes and says that
he cannot deny the said Action of the said Jn
Trichinopoly Crosspeak Moodeliar now but that he
the said Jeremiah Rorn did undertake and promise
in manner and form as the said Trichinopoly
Crosspeak Moodeliar hath above thereof Complained
against him nor but that he the said Trichinopoly
Crosspeak Moodeliar hath sustained Damages by
Occasion of the non performance of the said several
promises and undertakings to one Thousand Pagodas
as he the said Trichinopoly Crosspeak Moodeliar
hath above in his said Plaint suppposed and there
upon the said Trichinopoly Crosspeak Moodeliar
prays that the said Damages so acknowledged together
with his Expences and Costs laid out by him about his
Suit in this behalf may be adjudged to him & Therefore
Judgment signed for it is Considered that the said Trichinopoly Crosspeak
Chief Monday the 27th Moodeliar recover against the said Jeremiah Rorn his
day of October Damages aforesaid as by him inforce aforesaid
Boy - J Shaw & Costly acknowledged and also Fifty Pagodas and fourteen

adjudged to the said Trichinopoly Erasapah &
Moodaliar by his Agent which said Damages
in the whole Amount to One Thousand and
Fifty Pagodas and fourteen Fanams and the said

Mercy Seevaie Row in Mercy &c.

6/0

Fourth Term 1809

# Fourth Term 1809.

Pleas before the Honble Sir Thomas Andrews Strange, Knight, Chief Justice and the Honble Sir Benja-min Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year One Thousand Eight hundred and Nine.

Madras ss The United Company of Merchants of England trading to the East Indies put in their place Robert Orme their Attorney against Nellatamby Chinnoo Chitty in a Plea of Trespass on the Case.—

Madras ss The said Nellatamby Chinnoo Chitty in his own proper person at the Suit of the said The United Company of Merchants of England trading to the East Indies in the Plea aforesaid.—

Madras ss Be it Remembered that as of the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came the United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney and brought into the said Court then there their Certain Plaint against Nellatamby Chinnoo Chitty in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe and Whereas in the Plaint aforesaid it is to say

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Fourth Term 1809

Plaintiff ats pumpsit
fees 23.P may 1809

Madras ss The United Company of
Merchants of England trading to the East Indies
by Robert Barre their attorney complain of
Nellatoornby Chinnoo Chetty being an Hindoo
Inhabitant of Madras and as such subject to
Jurisdiction of this Honorable Court For What
Whereas the said Nellatoornby Chinnoo Chetty
on the Thirtieth day of December in the Year of our
Lord one Thousand eight hundred eight to wit at
Madras aforesaid made his certain Note in
writing commonly called a Promissory Note his
own proper hand being thereunto subscribed
bearing date the day and year aforesaid and then
and there delivered the said Note to one A
Venkatauchelum Mudelian and thereby Three Months
after date promised to pay to the said A
Venkatauchelum Mudelian or order the Sum of
Three Hundred and Ten Star Pagodas for value
received And the said A Venkatauchelum
Mudelian to whom or to whose Order the pay-
ment of the said Sum of Money mentioned in

the said Note was by the said Note to be made after the making thereof and before the Expiration of the Money in the said Note specified or of any part thereof to wit on the day and Year aforesaid at Madras aforesaid endorsed the said Note his own hand being thereon Subscribed by which endorsement the said Venkatachelum Mudeliar ordered and appointed the said Sum of Money specified in the said Note to be paid to the said United Company and there and there delivered the said Note so endorsed to the said United Company of which said endorsement the said Nellatomby Chinnoo Chitty afterwards to wit on the day and Year aforesaid at Madras aforesaid had Notice By reason whereof and by force of the Statute in such case made and provided the said Nellatomby Chinnoo Chitty became liable to pay to the said united Company the said Sum of Money mentioned in the said Note according

to

according to the tenor and effect of the said Note and of the said Endorsement so made thereon as aforesaid and being so liable he the said Nellatomby Chinnoo 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 united Company to pay them the said Sum of Money mentioned in the said Note according to the tenor and effect of the said Note and of the said Endorsement so made thereon as aforesaid And Whereas also the said Nellatomby Chinnoo Chitty afterwards to wit on the Second day of April in the Year of our Lord one thousand Eight hundred and Nine at Madras aforesaid was indebted to the said United Company in the further Sum of Nine hundred and Ninety Nine Star Pagodas of the Current Money of Madras for so much Money by the said united Company before that time lent and advanced to and for the use of the said Nellatomby Chinnoo Chitty and at his special instance and request and being so indebted he

the said Nellatomby Chinnoo 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 last mentio-
ned Sum of Money when he the said Nellatomby
Chinnoo Chitty should be thereunto afterwards
requested - Yet the said Nellatomby Chinnoo Chitty
not regarding his said several promises and
undertakings so by him made in manner and
form aforesaid but contriving and fraudulently
intending craftily and subtilly to deceive and
defraud the said United Company in this behalf
hath not yet paid the several Sums of Money or
either of them or any part thereof (although to do he
the said Nellatomby Chinnoo Chitty was requested
by the said united Company to wit on the same day
and Year last aforesaid and often afterwards to wit
at Madras aforesaid but the said Nellatomby Chinnoo
Chitty to pay the same or any part thereof to the
said united Company hath hitherto wholly refused
and still doth refuse To the Damage of the said
United

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Fourth Term 1809.

United Company of Nine hundred and Ninety Nine
Star Pagodas and therefore they bring Suit &c.

Tried Ejected

And heretofore to wit on the Third Term in
the Year one thousand eight hundred and nine
that is to say on the eighteenth day of July to which
day writs were given as well to the said United Company
as to the said Nellatomby Chinnoo Chitty and the
said Nellatomby Chinnoo Chitty says nothing in
bar or preclusion of the said Action of the said
United Company by which the said United Company
remain thereon undefended Against the said
Nellatomby Chinnoo Chitty for which the said
United Company ought to recover their damages
by occasion of the Premises And afterwards to wit
on the Third day of August in the Term last afore-
said the said Court having diligently 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

Judgmen[t] Seigned for the Plaintiffs the 27th day of Octr 1809~

Costs and Charges to Three Hundred and twenty four Pagodas and twenty Six Fanams and for their Costs and Charges to Ninety four Pagodas and twenty one Fanams Therefore it is Considered that the said United Company recover against the said Nellatomby Chinnoo Chitty their damages and Costs aforesaid by the Court aforesaid found and adjudged which damages in the whole Amount to Four Hundred and twenty Pagodas and two Fanams and the said Nellatomby Chinnoo Chitty in &

Mercy Mercy &c~

Fourth Term 1809

Pleas before the Hon^ble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Hon^ble Sir Benjamin Sulivan, Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand Eight hundred and Nine.

Madras ss. The United Company of Merchants of England trading to the East Indies put in their place Robert Orme their Attorney against Valapah Chittyar in a Plea of Trespass on the Case.

Madras ss. The said Valapah Chittyar in his own proper person at the Suit of the said United Company of Merchants of England trading to the East Indies in the Plea aforesaid.

Madras ss. Be it Remembered that in the Third Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came The united Company of Merchants of England trading to the East Indies by Robert Orme their Attorney and brought into the said Court then there their certain Plaint against Valapah Chittyar in a Plea of Trespass on the Case, and there [illegible] to wit John Doe and Richard

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Fourth Term 1809

Plaint in assumpsit
filed 18th July 1809

Madras ss The United Company of Merchants of England trading to the East Indies by Robert Orme their Attorney Complains of Valapah Chittyar being an Hindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For that Whereas on Pooshey alleapen on the Ninth day of July in the Year of our Lord one thousand Eight Hundred and eight to wit at Madras aforesaid made his certain Note in Writing commonly called a Promissory Note his own proper hand being thereunto subscribed bearing date the day and year aforesaid and there and there delivered the said Note to the said Valapah Chittyar and thereby Three Months after Date promised to pay to the said Valapah Chittyar or order the Sum of Five hundred and Ninety Star Pagodas with Interest at Nine per Cent for value received and the said Valapah Chittyar to whom or to whose order the payment of the said Sum of Money mentioned in the said Note was by the said Note to be made after the making thereof and before the payment of the Money in the said Note specified or of any part thereof to wit on the day and Year aforesaid at Madras aforesaid endorsed the said Note his own hand being thereon subscribed by which endorsement the said Valapah Chittyar ordered and appointed the said Sum of so Money Specified in the said Note to be paid to the

said

1809

# Judgment Roll

Fourth Term

Section 3rd

rathove
) and
) Cable
from
Ward

said United Company and then and there delivered the said Note so endorsed to the said United Company and the said United Company saw that they the said United Company did afterwards to wit on the Seventh day of October in the Year aforesaid at Madras aforesaid there and present the said Note so endorsed as aforesaid to the said Poochey alleapen for payment thereof and the said Poochey alleapen then and there had Notice of the said endorsement so made thereon as aforesaid and was then and there requested to pay the said Sum of Money therein specified to them the said United Company but that he the said Poochey alleapen then and there wholly refused and neglected so to do of all which said premises the said Valapah Chittyar afterwards to wit on the same 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 he the said Valapah Chittyar became liable to pay to the said United Company the said Sum of Money in the said Note specified with the Interest thereon till Pay he should be thereunto afterwards requested And being so liable he the said Valapah Chittyar in Consideration thereof afterwards to wit on the

the same Day and Year last aforesaid at Madras aforesaid undertook and faithfully promised the said United Company to pay them the said Sum of Money in the said Note specified when he should be thereto afterwards requested And Whereas also the said Valapah Chittyar afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid was indebted to the said United Company in the further Sum of Nine hundred and Ninety Nine Star Pagodas of the Current Money of Madras for so much Money by the said United Company before that time Lent and Advanced to the said Valapah Chittyar and at his Special instance and request and being so indebted he the said Valapah Chittyar in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then & there faithfully promised the said United Company to pay them the said last mentioned Sum of Money when he the said Valapah Chittyar should be thereunto afterwards requested Yet the said Valapah Chittyar not regarding his said several promises and undertakings so by him in manner

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 either of them or any part thereof (although so to do he the said Valapah Chittyar was requested by the said United Company to wit on the same Day and Year last aforesaid and often afterwards to wit at Madras aforesaid) But the said Valapah Chittyar to pay the same 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 Nine hundred and Ninety Nine Star Pagodas and therefore they bring suit &c.

Tried Exparte

And now in this Fourth in the year one thousand Eight hundred and Nine that is to say on the Twelfth day of September to which Day was given as well to the said United Company as to the said Valapah Chittyar And the said Valapah Chittyar saying nothing in bar or preclusion of the said Action of the said United Company by reason whereof the said United Company ought to recover their damages by occasion of

the

Judgment for the Plaintiff in a Verdict in a Scire fa.

the Premises And afterwards to wit on the Twenty fifth day of the said Month of September in the Term last aforesaid the said Court having diligently enquired what damages the said 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 Six hundred and fifty Eight Pagodas and Thirty six Fanams and for their Costs and Charges to Ninety Three Pagodas and Twenty five Fanams Therefore it is considered that the said United Company recover against the said Valapah Chitty or their damages and Costs aforesaid by the Court aforesaid found and adjudged Which in damages in the Whole Amount to Seven hundred and fifty two Pagodas and Sixteen Fanams and the said Valapah Chitty or in Mony &c.

Judgment signed for the Plaintiffs the 28th day of Octr 1809.

And thereupon the said United Company by Robert Orme their Attorney pray the Writ of our Lord the King of Capias ad Satisfaciendum to be directed to the Sheriff of Madras Commanding him to take the Body of the said Valapah Chitty or to satisfy the said United Company of seven hundred and fifty two Pagodas and Sixteen Fanams which the said United

sustained as well by Occasion of the Non performance of Certain
Promises and undertakings Lately made by the said Valapah &
Chittyan 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
Eighth day of November Next. —

Writ of Ca. ad. Sa. issued on the 28th day of Octr. 1809

# Fourth Term 1809

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred & and Nine.—

Fort Saint George } Conjeveram Tirumanjah Chitty and Mootoosawmy
Madras ss } sons and personal Representatives of Conjeveram Cotta-
=vingoo Chittyar deceased put in their place Edmund Binny
their Attorney against Venkatakistnen Nagapen Bordary and
Ydeenauden in a Plea of Trespass on the Case.—

Fort Saint George } The said Venkatakistnen, Nagapen Bordary and Ydeenauden
Madras ss } in their own proper persons at the suit of the said Conjeveram
Tirumanjah Chitty and Mootoosawmy as representatives
as aforesaid in the Plea aforesaid

Fort Saint George } Be it Remembered that in the Third Term in the
Madras ss } Year one thousand eight hundred and eight before the Supreme
Court of Judicature at Madras came Conjeveram Tirumanjah
Chetty and Mootoosawmy sons and personal representa-
tives of Conjeveram Cottadeengoo Chettyar deceased by Ed-
mund Binny their Attorney and brought into the said Su-
preme Court then there their certain Plaint against Venkata-
kistnen, Nagapen, Bordary and Ydeenauden in a
Plea of Trespass on the Case and there are Pledges
for the Prosecution to wit John Doe and Richard

Plaintiff assumpsit filed 25th July 1808

Fort Saint George Madras. ss Conjeveram Timmayah Chitty and Mootaswamy of Madras Inhabitants Sons and personal Representatives of Conjeveram Cottasingoo Chittyar deceased according to the laws and Customs of the Hindoo Natives of India by Fownes Disney their Attorney Complains of Venkatakistnen Nagapen, Boodary and Vydenauden being respectively Hindoo Inhabitants of Madras and as such liable to the jurisdiction of this Honble Court For Whereas the said Venkatakistnen Nagapen, Boodary and Vydenauden heretofore to wit on the Sixteenth day of October in the year one thousand and eight hundred at Madras aforesaid made their certain Note in writing in the Malabar Language according to the laws and Customs of such Hindoo Natives of India their own proper hands being thereunto respectively set and subscribed bearing date the same day and year aforesaid and there and there delivered the said Note to the said Conjeveram Cottasingoo Chittyar in his life time by which said Note they the said Venkatakistnen Nagapen, Boodary and Vydenauden acknowledged to have

Borrowed

Borrowed and Received of the said Conjeevarum Cattasinga Chiltyar the Sum of Fifty Star Pagodas Current money of Madras which Sum they the said Venkatachiswa, Nagapen, Boodary and Vydenauden did thereby engage to repay to the said Conjeevarum Cattasingoo Chettyar on or before the Sixteenth day of October in the year One thousand eight hundred and one there next ensuing with all such interest as should or might become due thereon at the rate of twelve per Cent per Annum By reason whereof and according to the laws and Customs of such Hindoo Natives of India they the said Venkatachiswa, Nagapen Boodary and Vydenauden were and there become liable to pay to the said Conjeevarum Cattasingoo Chettyar the said Sum of Pagodas in the said Note contained according to the tenor and effect of the said Note And being so liable they the said Venkatachiswa Nagapen Boodary and Vydenauden afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Conjeevarum Cattasingoo Chettyar in his life time to pay unto the said Sum of Money in

and effect of the said Note. And Whereas also the said Venkatakrishnen, Nagapen Boodary and Vydenauden afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Conjevaram Cottasingoo Chittyar in his life time in other Sum of Fifty Star Pagodas Current Money of Madras aforesaid for so much money by the said Conjevaram Cottasingoo Chittyar in his life time before that time lent and Advanced to the said Venkatakrishnen, Nagapen, Boodary and Vydenauden and at their special instance and request And being so indebted they the said Venkatakrishnan Nagapen, Boodary and Vydenauden 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 Conjevaram Cottasingoo Chittyar in his life time to pay him the aforementioned Sum of Money when they should be thereunto afterwards requested And Whereas also the said Venkatakrishnen, Nagapen Boodary and Vydenauden afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said

Conjevaram

Conjeevarum Cattasingoo Chitty in his life time in
other Fifty Star Pagodas Current money of Madras
aforesaid for so much money by the said Venkatakistnen
Nagapen, Bodary and Vydenauden before that time
had and received to and for the use of the said
Conjeevarum Cattasingoo Chittyar and being so in-
debted they the said Venkatakistnen, Nagapen,
Bodary and Vydenauden in Consideration thereof
afterwards to wit on the same day and year
last aforesaid at Madras aforesaid undertook and
then and there faithfully promised the said
Conjeevarum, Cattasingoo Chittyar in his life time to
pay him the last mentioned Sum of Money when
they should be thereunto afterwards requested And
Whereas also the said Venkatakistnen Nagapen, &c
Bodary and Vydenauden afterwards to wit on the day
and year last mentioned at Madras aforesaid &c
Accounted together with the said Conjeevarum &c
Cattasingoo Chittyar in his life time of and &c
Concerning divers Sums of Money from the said
Venkatakistnen. Nagapen Bodary and Vydenauden

that time due and Owing and then and there in Arrear
and unpaid and upon that account the said Venkata-
krishnen Nagapen, Boodary and Vydenauden were
then and there found in Arrear and indebted to the said
Fifty Star Pagodas of like lawful money of Madras
aforesaid, and being so found in Arrear and
indebted they the said Venkatakrishnen, Nagapen,
Boodary and Vydenauden in Consideration thereof
afterwards to wit on the day and Year last mentioned
at Madras aforesaid undertook and then and there
faithfully promised the said Conjeevaram Cotta
Chittyar in his life time to pay him the last
mentioned Sum of Money when they should be
thereunto afterwards Requested Yet the said Venkata-
krishnen Nagapen Boodary and Vydenauden not
regarding their said Several promises and undertakings
so by them in manner and form aforesaid made but
contriving and fraudulently intending Craftily and
subtilely to deceive and Defraud the said Conjeevaram
Cottadiengar Chettyar in his life time and the said
Conjeevaram Timmayah Chetty and Alootoo Narany
personal

personal Representatives as aforesaid after the Death of the said Conjeevaram Cottasingoo Chettyar in their particular the said Venkatachistnen Nagapen Boodary and Chydenauden have not nor hath any or either of them paid to the said Conjeevaram Cottasingoo Chettyar deceased in his life time or to the Conjeevaram Tirumanpah Chitty and Mootoosamy his personal Representatives as aforesaid after his decease the same or any part thereof although to pray the same the said Venkatachistnen Nagapen Boodary and Chydenauden were by the said Conjeevaram Cottasingoo Chitty in his life time and by the said Conjeevaram Tirumanpah Chetty and Mootoosamy his personal Representatives as aforesaid after the death of the said Conjeevaram Cottasingoo Chettyar often times requested, but to pay the same or any part thereof to the said Conjeevaram Cottasingoo Chettyar in his life time or to the said Conjeevaram Tirumanpah Chettyar and Mootoosamy the personal Representatives as aforesaid after his decease they the said Venkatachistnen Nagapen, Boodary and Chydenauden have hitherto altogether Refused and to pay the same to the said

such personal Representatives as aforesaid Shee doth refuse to the Damage of the said Conjeveram Timmapah Chitty and Mootoosawmy of Two Hundred Star Pagodas and therefore they bring their Suit &c.—

Filed 8 Sparke

And now in this Fourth Term in the Year One thousand eight hundred and nine that is to say on the Twenty Fifth day of September to which day was given as well to the said Conjeveram Timmapah Chitty and Mootoosawmy as to the said Venkatakistnan Nagapen Boduey and Videnauden to inform the said Court of the premises, came the said Conjevaram Timmapah Chitty and Mootoosawmy by their Attorney aforesaid. and the said Venkatakistnan Nagapen, Boduey and Videnauden allso solemnly demanded came not to Answer nor did they say any thing in bar or preclusion and so forth. And the said Justices having heard the allegations of the said Conjeveram Timmapah Chitty and Mootoosawmy and examined the truth thereof and duly considered the evidence produced on the part of the said Conjeveram Timmapah Chitty and Mootoosawmy day, that the said Venkatakistnan, Nagapen

personal Representatives as aforesaid after the Death of the said Conjevaram Cottadeingoo Chetty in this particular the said Venkatakristnen Nagapen Boodary and Tydenauden have not nor hath any or either of them paid to the said Conjevaram Cottadeingoo Chetty deceased in his life time or to the Conjevaram Tammapah Chetty and Mootoodamony his personal Representatives as aforesaid after his decease the same or any part thereof although to pray the same the said Venkatakristnen, Nagapen, Boodary and Tydenauden were by the said Conjevaram Cottadeingoo Chetty in his life time and by the said Conjevaram Tammapah Chetty and Mootoodamony his personal Representatives as aforesaid after the death of the said Conjevaram Cottadeingoo Chettyar often times requested, but to pay the same or any part thereof to the said Conjevaram Cottadeingoo Chettyar in his life time or to the said Conjevaram Tammapah Chettyar and Mootoodamony the personal Representatives as aforesaid after his decease they the said Venkatakristnen Nagapen, Boodary and Tydenauden have hitherto altogether Refused and to pay the same to the said

such personal Representatives as aforesaid shall doth
refuse to the Damage of the said Conjeveram
Timmapah Chitty and Mootoosawmy of Two
Hundred Star Pagodas and therefore they bring
their Suit &c.—

Trial Expark

And now in this Fourth Term in the Year
One thousand eight hundred and nine that is to say
on the Twenty fifth day of September to which day
was given as well to the said Conjeveram
Timmapah Chitty and Mootoosawmy as to the said
Venkatachistnan Nagapen Bodary and Videnauden
to inform the said Court of the premises, came the
said Conjeveram Timmapah Chitty and Moota-
sawmy by their Attorney aforesaid. and the said
Venkatachistnan Nagapen Bodary and Videnauden
alsó solemnly demanded were not to Answer now did
they say any thing in bar or foreclusion and so forth.
And the said Justices having heard the allegations
of the said Conjeveram Timmapah Chitty and
Mootoosawmy and examined the truth thereof and
duly considered the evidence produced on the part of
the said Conjeveram Timmapah Chitty and the
Mootoosawmy say, that the said Venkatachistnan,

Nagapen

Judgment for the Plaintiff on a Verdict in Assumpsit

Nagapen Boodery and Videnauden did undertake and promise in manner and form as the said Conjeevanam Tiruvanapah Chitty and Mootoosawmy have above thereof complained against them — And this Court doth assess the damages sustained by the said Conjeevanam Tiruvanapah Chitty and Mootoosawmy by reason of the Nonperformance by the said Venadachistnan Nagapen Boodary and Videnauden of those promises and undertakings at the Sum of Seventy eight Pagodas and eleven Fanams And doth also award to the said Conjeevanam Tiruvanapah Chitty and Mootoosawmy for their Costs and Charges laid out by them about their Suit in this behalf the Sum of One Hundred and forty one Pagodas and thirteen fanams It is therefore considered by the Court here that the said Conjeevanam Tiruvanapah Chitty and Mootoosawmy as such personal Representatives as aforesaid do recover against the said Venadachistnan Nagapen Boodary and Videnauden their damages aforesaid as aforesaid and also their said Costs

Judgment signed for the Plaintiff the first day of November 1809 Thos Dy Petty

sum adjudged to the said Conjeevaram Timma-
-nah Chitty and Mootoosawmy and with their
afsent which said damages costs and charges
amount in the whole to the Sum of Two
hundred and thirty nine pagodas and twenty
four fanams. And the said Venkatachistnan,
Nagapen, Boodary and Videmanden in
Mercy &c.—
And hereupon the said Conjeevaram
Timmanah Chitty and Mootoosawmy sons and
personal Representatives of Conjeevaram Cotta Singa
Chittygar deceased 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 Venkatachistnan, Nagapen, Boodary
and Videmanden 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
Two hundred and thirty Nine Pagodas and twenty four
fanams which the said Conjeevaram Timmanah
Chitty and Mootoosawmy sons and personal Representatives
aforesaid

aforesaid recovered against the said Venkatakrishnen Nagappen Boudary and Vythenaden for damages which they have sustained as well by Reason of the Non performance of Certain promises and undertakings made by the said Venkatakrishnen Nagappen Boudary and Vythenaden to the said Conjeveram Cottadaingoo Chittyar in his life time as for Costs and Charges by them about their Suit in that behalf Expended — and it is granted unto them (the said) that they have on the first day of December next. —

Writ of Ex. Fa. issued against the Defendants on the 1st Nov. 1809

PLEAS before the Honble Sir Thomas Andrews Strange Knight, Chief Justice, and the Honble Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand Eight hundred and Nine.

Madras (to Wit) Thomas Fraser gents in place Daniel Neale his Attorney against William Hogg in a Plea of Trespass on the Case. —

Madras (to Wit) The said William Hogg in his own proper person at the Suit of the said Thomas Fraser in the Plea aforesaid. —

Madras (to Wit.) Be it Remembered that on the Tenth day of May in the Second Term in the Year one thousand Eight hundred and Nine before the Supreme Court of Judicature at Madras came Thomas Fraser by Daniel Neale his Attorney and brought into the said Court then his certain Plaint against William Hogg in a Plea of Trespass on the Case, and there are pledges for the prosecution to wit John Doe and Richard Roe for the prosecution to wit John Doe and Richard Roe which said Plaint in these words that is to say

Fourth Term 1809

Plaintiff's Sumpsit filed 10th May 1809 2f.

Madras (to wit) Thomas Fraser by Daniel Neale his Attorney Complains of William Hogg &c who is a British Subject and as such a person &c Amenable to the Jurisdiction of this Honorable Court of a Plea of Trespass on the Case For that Whereas on the thirteenth day of January in the year of our Lord One thousand eight hundred and Nine at Fort Saint George &c (to wit) at Madras One Alexander &c According to the usage and Custom of Merchants from time &c immemorial used and Approved of Made and drew &c his certain bill of Exchange in Writing his proper &c hand being thereunto subscribed and bearing date the day and Year aforesaid and there and there directed the said bill of Exchange to the said William &c (by the Name and Addition of Mr. Hogg Counsellor Matheu Mauritius) Whereby the said Alexander &c requested the said William to pay thirty days &c after sight to the said Thomas (by the Name and Addition of Lieut. Col. Fraser) or his Order the Sum of three hundred and twenty eight Star &c Pagodas from the Money &c of the said William

was bound to pay to the said Alexander Orr the purchase
of the furniture &c. of the said Alexander Orr and
the said Alexander Orr there and there delivered
the said bill of Exchange to the said Thomas —
Which said bill of exchange the said William —
afterwards to wit on the sixteenth day of January —
in the year of Our Lord One thousand eight hundred
and nine aforesaid at Madras aforesaid Accepted —
According to the said usage and Custom of Merchants
By means Whereof and According to the said Usage &
and Custom of Merchants the said William —
became liable to pay to the said Thomas the said Sum
Sum of Money Specified in the said bill of Exchange
According to the tenor and effect of the said bill of
Exchange and of the said Acceptance thereof and
being so liable the said William 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
Thomas to pay him the said Sum of Money
specified in the said bill of exchange According to

the

the tenor and effect of the said bill of Exchange and of the said acceptance thereof And Whereas afterwards to wit on the eighth day of May in year of Christ One Thousand eight hundred and Nine aforesaid at Madras aforesaid the said William was indebted to the said Thomas in the Sum of five Hundred Star Pagodas of the lawful Current Money of Madras for Money by the said William before that time had and received to the use of the said Thomas And being so indebted the said William in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Thomas to pay him the said last Mentioned Sum of Money when he the said William should be thereto afterwards requested And Whereas the said William afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Thomas of and concerning divers other Sums of Money before that time due and

and then being in arrear and unpaid upon which
accounting the said William was then and there found
to be in arrear and indebted to the said Thomas in the
further Sum of five hundred Star Pagodas of like
lawful Current Money of Madras and being so
found in arrear and indebted the said William
in Consideration thereof Afterwards to wit on the
Same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Thomas to pay him the said
last Mentioned Sum of Money when he the said
William should be thereto afterwards requested &c
yet the said William not regarding his said several
promises and undertakings so by him in Manner
and form aforesaid made but Contriving and
fraudulently intending craftily and subtilly to deceive
and defraud the said Thomas in this behalf hath &c
not yet paid the said several Sums of Money or
any or either of them or any part thereof to the said
Thomas although so to do the said William was
requested by the said Thomas Afterwards to wit &c
the same day and Year last aforesaid and
oftentimes

Oftentimes afterwards at Madras aforesaid. But to pay
the same or any part thereof to the said Thomas
the said William hath hitherto Wholly refused and
still doth refuse To the damage of the said Thomas
of Five hundred Star Pagodas and thereupon he
brings his Suit &c.

Judgment by confession

And the said William Hogg by William
Light his Attorney comes and defends the wrong and
injury when &c. And says that he cannot deny the
said Action of the said Thomas nor but that he the
said William Hogg did undertake and promise
in manner and form as the said Thomas hath
above thereof complained against him the said
William Hogg - now but that the said Thomas
hath sustained damages by occasion of the non-per-
formance by him the said William Hogg of his
several Promises and undertakings in the Plaint
mentioned to the sum of Two hundred and forty-
two Pagodas and forty four fanams over and besides the
Costs and Charges of the said Thomas by him about
his Suit in this behalf expended - And thereupon the
said Thomas relinquishing the residue of the damages

for the said Sum of Two hundred and forty two
Pagodas and forty four Fanams so aforesaid confessed
and for his said Costs and Charges

It is therefore considered and adjudged
that the said Thomas recover against the said
William Hogg his damages aforesaid to the said
Sum of Two hundred and forty two Pagodas and
forty four Fanams And that the said William
Hogg pay unto the said Thomas for his said
Costs and Charges the Sum of Seventy one Pagodas
and fourteen Fanams which damages Costs and
Charges Amount to Three hundred and fourteen
Pagodas and thirteen Fanams- And the said
William Hogg in Mercy &c.

Judgment signed for the Plaintiff the 10th day of November 1809 - J. Shaw D.J. Pothy

mercy

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Fourth Term 1809



1809

Judgment Roll

Fourth Term

Section A

177-47

Fourth Term 1809.

705

Pleas before the Honble Sir Thomas Andrew Strange, Knight Chief Justice - and the Honble Sir Benjamin Sulivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand Eight hundred and Nine. —

Madras (to wit) Paucala Yeterajaloo Naick puts in his place Daniel Neale his Attorney against Sangarandee Youvaranga Naick in a Plea of Trespass on the Case.

Madras (to wit) The said Sangarandee Youvaranga Naick puts in his place Gilbert Richetts his Attorney at the Suit of the said Paucala Yeterajaloo Naick in the Plea aforesaid.

Madras (to wit) Be it remembered that at the Fourth Term in the Year one thousand Eight hundred and eight before the Supreme Court of Judicature at Madras came Paucala Yeterajaloo Naick by Daniel Neale his Attorney and brought into the said Court then there his certain Plaint against Sangarandee Youvaranga Naick in a Plea of Trespass on the Case, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Madras

Plaint filed
17th November 1808
L.S.

Madras (to wit) Paucala Yeteraja Loo Naick by Daniel Neale his Attorney complains of Sangaranda Yowaranga Naick who is a Hindoo Inhabitant of Madras and as such a Person subject to the jurisdiction of this Honorable Court For that Whereas on the first day of November in the year of Christ One thousand eight hundred and eight at Madras the said Yowaranga was indebted to the said Yeteraja Loo in the sum of One thousand and five hundred Star Pagodas of the lawful Current Money of Madras for Money by the said Yeteraja Loo before that time lent and advanced to the said Yowaranga and at his special instance and request And being so indebted the said Yowaranga 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 Yeteraja Loo to pay him the said sum of Money when he the said Yowaranga should be thereto afterwards requested And Whereas the said Yowaranga afterwards to wit on the same day and Year

said Yetenajoloo in the further Sum of One Thousand and five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Yetenajoloo before that time laid out expended and paid for the said Youvarangu and at his like special instance and request and being so indebted the said Youvarangu 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 Yetenajoloo to pay him the said last Mentioned sum of Money when he the said Youvarangu should be thereto afterwards requested.

And Whereas also the said Youvarangu afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Yetenajoloo in the further Sum of One thousand and five hundred Star Pagodas of like lawful Current Money of Madras for Money by the said Youvarangu before that time had and received to the use of the said Yetenajoloo And being so indebted the said Youvarangu in Consideration thereof afterwards to wit on

the

the same day and Year aforesaid at Madras aforesaid undertook and there and there faithfully promised the said Yetenajolo to pay them the said last Mentioned Sum of Money when he the said Yenumaranga should be thereto afterwards requested And Whereas the said Yenumaranga afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted with the said Yetenajolo and concerning divers other Sums of Money before that time due and owing from the said Yenumaranga to the said Yetenajolo and then being in arrear and unpaid upon which accounting the said Yenumaranga was then and there found to be in arrear and indebted to the said Yetenajolo in the further Sum of One Thousand and five hundred Star Pagodas of like lawful Current Money of Madras and being so found in arrear and indebted the said Yenumaranga 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 Yetenajolo to pay him the said last Mentioned Sum

thereto afterwards requested Yet the said Youvaranga 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 Yeteraja-
joloo 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 Yeteraja loo although so
to do the said Youvaranga was requested by the said
Yeteraja loo afterwards to wit on the same day and
year aforesaid and oftentimes afterwards at Madras
aforesaid But to pay the same or any part thereof to
the said Yeteraja loo the said Youvaranga hath so
hitherto wholly refused and still doth refuse To the
damage of the said Yeteraja loo of One thousand
and five hundred Star Pagodas and therefore he
brings his suit &c.

And afterwards to wit in the first Term
imparlance of the said Year One thousand eight hundred and nine
in the said Supreme Court of Judicature at Madras
until which Term the said Sangamandee Youvaranga

Naick

Fourth Term 1809

Naick had leave to impart to the said Plaint and
then to Answer the same Came on each the said
Pauvala Yetevajoloo Naick by his said Attorney as the
said Sangavandee Yowvaraja Naick by his said
Attorney and the said Sangavandee Yowvaraja
Ner filed. Naick Defends the wrong and injury when &c. and
6th February 1809 says that he did not undertake or promise in
manner and form as the said Pauvala Yetevajoloo
Naick hath above thereof complained against him
and of this he puts himself upon the Court &c.
AND the said Yetevajoloo doth
Issue Joined the like.

AND now in the said Term in
the Year of our Lord One thousand Eight hundred
Jury and Nine that is to say on the Fifth day of August
in that Year next which day was given as well to
Plaintiff Nonsuited the said Pauvala Yetevajoloo Naick as to the said
Sangavandee Yowvaraja Naick to inform the Court
of the premises were the said parties by their
respective Attorneys aforesaid and the said Justices
hearing touch the allegations of the Plaintiff's Counsel

Evidence produced on both sides agreed among themselves upon the Verdict to be given of and upon the premises upon which he the said Pawala Yeteravjooloo Naick being solemnly called comes not nor does he further prosecute his said Plaint against the said Sangaravandee Youvaranga Naick Therefore according to the form of the Statute in such case made and provided it is considered that the said Pawala Yeteravjooloo Naick take Nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c. and that the said Sangaravandee Youvaranga Naick go thereof without day. And it is further considered by the Court here that the said Sangaravandee Youvaranga Naick do recover against the said Pawala Yeteravjooloo Naick the sum of One hundred and fifty one Pagodas and forty fanams for his costs and Charges by him laid out about his defence in this behalf by the Court now here adjudged to the said Sangaravanda Youvaranga Naick and with his assent according to the form of the Statute in such case made and provided and that the said Sangaravandee Youvaranga Naick have Execution &c.

Judgment signed for the Defendant the 11th day of November 1809.
J Shaw
D Proby

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Fourth Term 1809

Fourth Term 1809 — 713

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# Fourth Term 1809.—

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Benjamin Sulivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand Eight hundred and Nine.—

Madras ss Pollavarumbaukum Raumoo Naicker puty in his place Robert Orme his Attorney against Addacatty Parea Arudeappa Chitty in a Plea of Trespass on the Case.—

Madras ss The said Addacatty Parea Arudeappa Chitty in his own proper person at the Suit of the said Pollavarumbaukum Raumoo Naicker in the Plea aforesaid.—

Madras ss Be it Remembered that as of the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Pollavarumbaukum Raumoo Naicker by Robert Orme his Attorney and brought into the said Court then there his certain Plaint against Addacatty Parea Arudeappa Chitty

Fourth Term 1809 — 715

Madras Ss Pallaramkaukom Raunoo

Plaint in assumpsit filed 18th April 1809 — L.S.

Naicker by Robert Orme his Attorney Complains of Addacatty Parea Audeappa Chitty being an Heindoo Inhabitant of Madras and as such subject to the Jurisdiction of this Honorable Court For Whereas the said Addacatty Parea Audeappa Chitty heretofore to wit on the First Chittery of Rondroteraury Year of the Heindoos answering to the Eleventh Day of April in the Year of Christ One thousand Eight hundred and three at Madras aforesaid according to the usage and Customs of the Heindoo Natives of India made his certain Note in writing in the Malabar Language his own proper hand being thereunto Subscribed bearing date the Day and Year aforesaid and then and there delivered the said Note to the said Pallaparambaukom Raunoo Naicker, whereby the said Addacatty Parea Audeappa Chitty by the Name and description of Addacatty Parea Audeappa Chitty of Tennuttuperumum Paty Acknowledged Himself in consequence of his urgent Occasion he had Mortgaged to him the Said Pallaparambaukom Raunoo Naicker one Gold Latakelly or Ornament for Womens head, one Mopanamaly of three Rows or Ornaments

Fourth Term 1809

Pollavarambadavan Ravanan Naicker to pay him the said last mentioned Sum of Money when he the said Addarathy Pavia Audeappa Chetty should be thereunto afterwards requested Yet the said Addarathy Pavia Audeappa Chetty and regarding his said several promises and undertakings & do by him made in manner and form aforesaid but contriving and intending fraudulently craftily and subtilly to deceive and defraud the said Pollavarambadavan Ravanan Naicker in this behalf hath not yet paid the said several Sums of Money or either of them or any part thereof although to do tho' he the said Addarathy Pavia Audeappa Chetty was requested by the said Pollavarambadavan Ravanan Naicher to pay and yet the said Pollavarambadavan Ravanan Naicher the last aforesaid and often afterwards to wit at aforesaid but the said Addarathy Pavia Audeappa Chetty to pay the same or any part thereof to the said Pollavarambadavan Ravanan Naicher hath hitherto refused and still doth refuse to the Damage of the said Pollavarambadavan Ravanan Naicher of Ten Pounds and therefore he brings suit &c

Still now in this Third Term in the year the

Judgment for the Plaintiff on a Verdict in assumpsit.

Eighteenth day of July to which day was given as well to the said Pollavarambaukom Raunoo Naicker as to the said Addarathy Parea Andeappa Chitty and the said Addarathy Parea Andeappa Chitty says nothing in bar or preclusion of the said Action of the said Pollavaram-baukom Raunoo Naicker by which the said Pollavarambaukom Raunoo Naicker remains therein undefended against the said Addarathy Parea Andeappa Chitty for which the said Pollavarambaukom Raunoo Naicker ought to recover his damages by occasion of the Premises And afterwards to wit on the Second day of August in the Term last aforesaid the said Court having deligently enquired what Damages the said Pollavarambaukom Raunoo Naicker hath sustained by reason 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 Pollavarambaukom Raunoo Naicker hath sustained Damages by occasion of the premises over and above his Costs and Charges to one hundred and four Pagodas Three fanams and Forty Cash And for those Costs and Charges to one hundred and Five Pagodas and Thirty Nine fanams

Therefore

Judgment Signed for the Plaintiff the 11th day of November 1809 Thos Dyson Prothy

Therefore it is considered that the said Pallavarambakom Ramasa Naicker Recover against the said Addavatty Parea Audeappa Chitty his Damages and Costs aforesaid by the Court aforesaid found and so adjudged, which damages in the Whole amount to Two hundred and Nine Pagodas Forty two Fanams and Forty Cash And the said Addavatty Parea Audeappa Chitty in Mercy &c.

And Thereupon the said Pallavarambakom Ramasa Naicker by Robert Orme his Attorney prays a Writ of our Lord the King of Five Fanams to be issued 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 Addavatty Parea Audeappa Chitty within the Jurisdiction of the Court of Judicature at Madras aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of Two hundred and Nine Pagodas Forty two Fanams and Forty Cash which the said Pallavarambakom Ramasa Naicker recovered against the said Addavatty Parea Audeappa Chitty for damages which he hath sustained as well by reason of the Non performance of Certain Promises and

Arideappa Chitty to the said Pallavamboutham ⸗
Raumoo Naicken as for Costs and Charges by him ⸗
about his Suit in that behalf Expended — and it is ⸗
granted unto him Returnable here on the Second ⸗
day of February Next. —

Writs of Li Fa issued against the Defendant on the 14. November 1809

Fourth Term 1809.—

722

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

Fort St George & Madras } ss. Francis Johnson and James Cox put in their place Fownes Disney their Attorney against John Underwood in a Plea of Trespass on the Case

Fort St George & Madras } ss. The said John Underwood put in his place William Light his Attorney at the Suit of the said Francis Johnson and James Cox in the Plea aforesaid—

Fort St George & Madras } ss. Be it Remembered that as of the Second Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Francis Johnson and James Cox by Fownes Disney their attorney and brought into the said Court then there their certain Plaint against John Underwood in a Plea of Trespass on the Case, and then are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

Plaintiff a peruper[illegible] Fort St George Madras ss Francis Johnson and
filed 24th June 1809 James Cox of Madras Inhabitants by Fownes
vs. Disney their Attorney complain of John Under-
-wood being a British Subject and as such a
person subject to the jurisdiction of this Hon'ble
Court. For that Whereas the said John heretofore
to wit on the Tenth day of April in the Year One
thousand eight hundred and nine at Madras a-
foresaid was indebted to the said Francis and
James in the Sum of One hundred Star Pagodas
of Current money of Madras for divers Goods,
Wares and Merchandizes by the said Francis
and James to the said John and at his Special
instance and request before that time sold and
delivered And being so indebted he the said John
in consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Francis and James to pay them the
aforementioned Sum of money when he should
be thereunto afterwards requested And Whereas also
the

the said John afterwards to wit on the same day and Year aforesaid at Madras aforesaid in consideration that the said Francis and James had before that time at the like special instance and Request of the said John sold and delivered to the said John divers Goods Wares and Merchandizes vendeable and them and there faithfully promised the said Francis and James to pay them so much money as the said Goods Wares and Merchandizes last mentioned were reasonably worth at the time of the sale and delivery thereof when he should be thereunto afterwards requested. And Whereas also the said John afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Francis and James in One hundred Star pagodas of like lawful money of Madras aforesaid, for so much money by the said Francis and James before that time paid laid out and expended to and for the use of the said John at his special instance and request And being so indebted, he the said John in consideration thereof afterwards to wit on the same day and year aforesaid at

faithfully promised the said Francis and James
to pay them the said last mentioned sum of money
when he should be thereunto afterwards requested.
And Whereas also the said John afterwards to wit on
the day and year last mentioned at Madras aforesaid
accounted together with the said Francis and James
of and concerning divers other sums of money from
the said John to the said Francis and James before
that time due and owing and then and there in
arrear and unpaid, and upon that account the
said John was then and there found in arrear
and indebted to the said Francis and James in
other One hundred star pagodas of like lawful
money of Madras aforesaid And being so found in
arrear and indebted he the said George in consider-
ation thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said
Francis and James to pay them the said last
mentioned sum of money when he should be
thereunto afterwards requested Yet the said
John not regarding his several promises and
undertakings

undertakings so by him in manner and form
aforesaid made, but contriving and fraudulently
intending craftily and subtilely to deceive and
defraud the said Francis and James in this
particular hath not yet paid the said several
sums of money or any part thereof to the said
Francis and James or either of them although
often requested so to do, but to pay the same or
any part thereof to the said Francis and James
he the said John hath hitherto wholly refused
and still doth refuse to the said Francis and
James their damage of One Hundred and
fifty Star Pagodas and therefore they bring
their Suit &c.

And afterwards to wit in the Third Term
of the said Year one thousand eight hundred and nine,
in the said Supreme Court of Judicature at Madras,
instance
until which Term the said John had leave to
imparl to the said Plaint and then to answer the
same Leave as well the said Francis and James
by their said Attorney as the said John by his

and injury whom &c. And as to the said several promises and undertakings in the said Declaration mentioned except as to Thirty three Pagodas & Twelve fanams and Sixty Cash parcel of the said several sums of money in the said Declaration also mentioned says that he did not undertake and promise in manner and form as they the said Francis and James have above thereof complained against him: And of this he puts himself upon the Court And as to the Thirty three Pagodas Twelve fanams and Sixty Cash parcel of the said several sums of money in the said Declaration mentioned the said John Underwood says that they the said Francis and James ought not to have or maintain their aforesaid Action in this behalf against him the said John Underwood to recover any more or greater damages than the said Thirty three Pagodas Twelve fanams and Sixty Cash in this behalf because he says that he the said John Underwood hath performed the time of making the said several

several promises and Undertakings in the said
Declaration mentioned as to the said Thirty Three
Pagodas Twelve fanams and Sixty Cash &c
always hitherto was and still is ready to pay to
the said Francis and James the said sum of
Thirty Three Pagodas Twelve fanams and Sixty
Cash And he the said John Underwood before
the Exhibiting of the Bill of the said Francis
and James to wit on the Twenty fourth day of June
in the year One thousand Eight hundred and Nine
tendered and offered to pay to the said Francis and
James the said Thirty three Pagodas Twelve fanams
and Sixty Cash which said Thirty three Pagodas
Twelve fanams and Sixty Cash they the said Francis
and James then and there wholly refused to receive
from the said John Underwood and the said John
Underwood now brings the said Thirty three Pagodas
Twelve fanams and Sixty Cash here into Court
ready to be paid to the said Francis and James
if they the said Francis and James will accept the
same And this he is ready to verify Wherefore he

1809

Judgment Roll

Fourth Term

Section 32

Jerrys Judgment if they the said Francis and James ought to have or maintain their aforesaid Action thereof against him to recover any more or greater Damages than the said Thirty Three Pagodas Twelve Fanams and Sixty Cash in this behalf &c.—

And afterwards that is to say in the Third Term in the Year One thousand eight hundred and nine came the parties aforesaid by their Attornies aforesaid and thereupon the said Francis and James as to the said Plea of the said John by him above pleaded as to all the said several promises and undertakings in the said Declaration mentioned except as to the sum of Thirty Three Star Pagodas Twelve Fanams and Sixty Cash parcel of the said several Sums of money in the said Declaration mentioned and concerning which the said John hath above put himself upon the Court &c. the said Francis and James do the like. And as to the said sum of Thirty Three Star pagodas Twelve Fanams and Sixty Cash parcel of the said several sums of money in the said Declaration mentioned and which said Thirty Three Star pagodas Twelve Fanams and Sixty Cash the said John hath above brought into Court as in his said Plea in that behalf is mentioned the said Francis and James pray take and accept the same out of Court &c. Therefore let the said John be thereof acquitted &c.

Replication filed 28. July 1809 J.J

Judgment for the Pltf on a Verdict in assumpsit —

And afterwards that is to say on the Twenty

Jennys Judgment if they the said Francis and James ought to have or maintain their aforesaid Action thereof against him to recover any more or greater Damages than the said Thirty Three Pagodas Twelve Fanams and Sixty Cash in this behalf &c.

And afterwards that is to say in the Third Term in the Year One Thousand eight hundred and nine came the parties aforesaid by their Attornies aforesaid and thereupon the said Francis and James as to the said Plea of the said John by him above pleaded as to all the said several promises and undertakings in the said Declaration mentioned except as to the sum of Thirty Three Star Pagodas twelve Fanams and Sixty Cash parcel of the said several sums of money in the said Declaration mentioned and concerning which the said John hath above put himself upon the Court of the said Francis and James to the like. And as to the said sum of Thirty Three Star pagodas twelve Fanams and Sixty Cash parcel of the said several sums of money in the said Declaration mentioned and concerning which the said John hath above brought into Court as in his said Plea in that behalf is mentioned the said Francis and James have taken and accept the same out of Court &c. Therefore let the said John be thereof acquitted &c.

Replication filed 28. July 1809 J.J.

Judgment for the Pff on a Verdict in assumpsit.

And afterwards that is to say on the Twenty

Sixth day of September in the year One thousand & eight hundred and nine in this Fourth Term come as well the said Francis and James as the said John by their respective Attornies to inform the Court here of the premises. And the Justices of the said Court having heard the Allegations of the said parties and examined the Records thereof and duly and deliberately considered the evidence produced on both sides say that the said John did undertake and promise in manner and form as the said Francis and James have in their said Plaint in that behalf therein alledged. And the Justices aforesaid assess the damages of the said Francis and James on occasion thereof over and above their costs and charges by them about their said in this behalf expended to seventeen pagodas, eighteen fanams and sixty Cash, and for those costs and charges to One hundred and forty seven

Judgment signed 24th Nov. 1809 J Shaw Dy Clk

pagodas and twenty four fanams Wherefore it is considered, that the said Francis and James do recover against the said John their said damages costs and charges aforesaid assessed which damages costs and charges in the whole amount to One hundred and Sixty four pagodas, forty two fanams and Sixty Cash.

And

No. 90

and that they have execution thereof. — And the said John

mercy and Mercy &c.

1732 Fourth Term 1809

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

Fort Saint George Madras } Damaula Permaul Naick puts in his plaint William Light his Attorney against Francis Johnson in a Plea of assault and false Imprisonment. —

Fort Saint George Madras } The said Francis Johnson puts in his plaint Thomas Piggy his Attorney at the Suit of the said Damaula Permaul Naick in the Plea aforesaid. —

Fort Saint George Madras } Be it Remembered that In the Vacation after the Fourth Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Damaula Permaul Naick by William Light his Attorney and brought into the said Court then there his certain Plaint against Francis Johnson in a Plea of assault and false Imprisonment and with them an Pledges for the Prosecution to wit John Doe and Richard Roe which Plaint follows in these words to wit Fort Saint George

Vide Pl

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Plaintiff on a Scault & false Imprisonment
filed 13th Octr 1808
JS

Mayr. Saint George Madras Damoula Perumal Naick by William Light his Attorney Complains of Francis Johnson being a British Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honorable Court For that Whereas the said Francis Johnson heretofore to wit on the Third day of October in the year of Our Lord One thousand Eight hundred and Eight at Madras aforesaid made an Assault on the said Damoula Perumal and him beat wounded and ill treated so that his life was greatly despaired of and without any legal or probable cause whatsoever against the Law of the Land and against the Will of the said Damoula Perumal Naick there imprisoned and caused him to be imprisoned and kept and detained and caused him to be kept and detained in custody for a long time by means whereof the said Damoula Perumal Naick was during all that time hindred and prevented from following and pursuing his Lawful and necessary affairs and business and was put to great trouble and inconvenience thereby And also for that the said Francis Johnson on the Third day of October

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October in the year aforesaid at Madras aforesaid
with force and Arms made another Assault on
the said Damsala Pennaul Naick and then and
there beat bruised wounded and ill treated him
that his life was thereby greatly despaired of and
hanged took and imprisoned him and kept and
detained him in prison there for a long space of
time to wit the space of one hour then next following
without any reasonable or probable cause whatsoever
contrary to the Laws and customs of the Realm
and against the Will of the said Damsala
Pennaul Naick And also for that the said
Francis Johnson on the said third day of October
in the year aforesaid at Madras aforesaid made
another Assault on the said Damsala Pennaul
Naick and again him beat bruised wounded and ill treated
him so that his life was thereby greatly despaired
of and there and then did other wrongs to the said
Damsala Pennaul Naick to the great Damage of
the said Damsala Pennaul Naick and against the
Peace of our Lord the King Wherefore the said
Damsala Pennaul Naick saith that he is injured

and

Fourth Term 1809.

and hath sustained Damage to the Value of One Thousand Star Pagodas and therefore he brings his Suit &c.

And afterwards to wit in the Fourth Term of the Year One thousand eight hundred and nine, in the said Supreme Court of Judicature at Madras, until which Term the said Francis Johnson had leave to imparl &c. to the said Plaint and then to answer the same came as well the said Damaula Pennaul Naick by his said Attorney as the said Francis Johnson by his said Attorney and the said Francis Johnson Defends the wrong and injury when &c. and says that he is not guilty of the trespass and assault in manner and form as the said Damaula Pennaul Naick hath above thereof complained against him and of this he puts himself upon the Court &c. And the said Damaula Pennaul Naick likewise

imparlance

Plea filed 13th Sept. 1809

Plea Issue

Afterwards that is to say on the Twenty Sixth day of September in the same Fourth Term of the Year One Thousand Eight Hundred and Nine before the Justices of the Court here came the parties aforesaid and the said Justices having examined and considered the several allegations of the said parties and the Depositions of Witnesses in regard thereto It appeared to the Court that the assault and false imprisonment

&c.

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imprisonment in the said Plaint of the said
Fernando Fernand Naick is fully proved and
that the said Francis Johnson is Guilty of the
premises in such Plaint charged upon him
Wherefore it is considered that the said Fernando
Fernand Naick recover against the said Francis
Johnson his said Damages of One Rupee by the
said Court in form aforesaid assessed and also the
hundred and thirty five Pagodas and thirty
Eight fanams for his Costs and Charges by him
laid out in and about his suit in this behalf by
the Court here adjudged to the said Fernando
Fernand Naick and with his assent and the
Mercy said Francis Johnson in Mercy &c.

Judgment signed
for Plff 9th December
1st 1809

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Fourth Term 1809

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

Fort St George Madras } Mattiah Modelliar puts in his place Thomas Dicey his Attorney against Annamasawmy in a Plea of Trespass on the Case.

Fort St George Madras } The said Annamasawmy in his own proper person, at the Suit of the said Mattiah Modelliar in the Plea aforesaid.

Fort St George Madras } Be it Remembered that as of the Fourth Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Mattiah Modelliar by Thomas Dicey his Attorney and brought into the said Court then there his certain Plaint against Annamasawmy in a Plea of Trespass on the Case, and there are Pledges for prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort St George

N. B.

# Fourth Term 1809

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Plaint in Assumpsit filed 10th November 1809 - Ds

Fort St George Madras ss. Moottiah Moodelliar of Madras Inhabitant by Fownes Disney his Attorney &c complaining of Annaungarooty being an Hindoo Inhabitant of Madras and as such subject to the jurisdiction of this Honble Court For Whereas the said Annaungarooty heretofore to wit on the Fifteenth day of August in the Year One thousand eight hundred and four at Madras aforesaid made his certain Note in writing in the Malabar Language his own proper hand being thereunto subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Moottiah Moodeliar by which said Note he the said Annaungarooty by the name of Ma Annaungarooty acknowledged to have borrowed and received of the said Moottiah Moodeliar by the name of Ramton Moottiah Moodeliar the Sum of Two hundred Star pagodas Current money of Madras which Sum the said Annaungarooty did thereby engage to repay to the said Moottiah Moodeliar on or before the Thirtieth day of January in the year One thousand eight hundred and five with all such interest as should or might become due thereon at the rate of Twelve Per Cent Per Annum By reason nothing was said according to the laws and customs of such Hindoo Natives of Rank so the said Annaungarooty then and there became liable to pay to the said Moottiah Moodeliar the said Sum of money in the said

said Note contained according to the tenor and effect of the said Note and being so liable he the said Vannadanurry in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah Mudelliar to pay him the said sum of money in the aforesaid note contained according to the tenor and effect of the said Note And Whereas also the said Vannadanurry afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Mootiah Mudelliar in other Three hundred Star pagodas of like lawful money of Madras aforesaid for so much money by the said Mootiah Mudelliar before that time lent and advanced to the said Vannadanurry and at his special instance and request and being so indebted he the said Vannadanurry in consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mootiah Mudelliar to pay him the said last mentioned sum of money when he should be thereunto afterwards requested And Whereas also the said Vannadanurry afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted unto the said Mootiah Mudelliar in other Three Hundred Star pagodas of like lawful money

money of Madras aforesaid for so much money by the said Annasawmy before that time had and received to and for the use of the said Moottiah Moodelliar and being so indebted he the said Annasawmy in consideration thereof afterwards to wit on the same day and year last mentioned at Madras aforesaid undertook and then and there faithfully promised the said Moottiah Moodelliar to pay him the said last mentioned sum of money when he should be thereunto afterwards requested. And Whereas also the said Annasawmy afterwards to wit on the same day and year last mentioned at Madras aforesaid accounted together with the said Moottiah Moodelliar of and concerning divers other sums of money from the said Annasawmy to the said Moottiah Moodelliar before that time due and owing and then and there in arrear and unpaid and upon that account the said Annasawmy was then and there found in arrear and indebted to the said Moottiah Moodelliar in other three hundred star pagodas of like lawful money of Madras aforesaid and being so found in arrear

and

and indebted to the said Commandanony in &c
consideration thereof afterwards to wit on the
day and year last aforesaid at Madras &c
aforesaid took upon himself and then and
there faithfully promised the said Mathiah
Moodelliar that he the said Commandanony &c
would well and truly pay and satisfy to the
said Mathiah Moodelliar the said last mentioned
sum of money when he should be thereunto
afterwards requested Yet the said Commandanony
not regarding his said several promises and under-
takings so by him in manner and form aforesaid
made but contriving and fraudulently intending
craftily and subtilely to deceive and defraud the
said Mathiah Moodelliar in this particular hath
not yet paid the said several sums of money or
any part thereof to the said Mathiah Moodelliar
although often requested so to do but to pay the same
or any part thereof to the said Mathiah Moodelliar
he the said Commandanony hath hitherto totally
refused and still doth refuse to the said

Mathiah

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Fourth Term 1809

Mootiah Modelliar his damage of Four hundred
Star pagodas and therefore he brings his Suit &c.

And the said Annah Sawmy Pillay by
Judgment for the Plaintiff by Confession

Gilbert Pickett his Attorney comes and defends the
wrong and injury when &c and says that he
cannot deny the action of the said Mootiah
Modelly, nor but that he the said Annah Sawmy
Pillay did undertake and promise in manner
and form as the said Mootiah Modelly hath
above thereof complained against him nor but that
the said Mootiah Modelly hath sustained damages
on occasion of the not performing of the said several
promises and undertakings in the said Declaration
mentioned to Two hundred and fifty Five pagodas
as by the said Declaration is above supposed and
hereupon the said Mootiah Modelly prays a
judgment and his damages so acknowledged &
together with his costs and charges by him about
his suit in this behalf expended to be adjudged to
him. Thereupon it is considered that the said Mootiah
Judgment signed for Pltf 4th December 1809
Modelly do recover against the said Annah &
J. Pickett Pltf's Atty
Sawmy Pillay his damages aforesaid to Two

Hundred and fifty five pagodas in form aforesaid ac-
acknowledged, and also sixty pagodas and fifteen
fanams for his said costs and charges by the Court
now here adjudged to the said Mootiah Mudelly and
with his assent whereof said damages costs and
charges in the whole amount to Three hundred
and fifteen pagodas and fifteen fanams that
the said Annah Sawmy pillay in Money &c

And thereupon the said Mutiah
Mudelliar by Francis Disney his Attorney prays the
Writ of our Lord the King of Fore 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 Annah sawmy 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 fifteen Pagodas and fifteen fanams
which the said Mutiah Mudelliar recovered against
the said Annah sawmy for damages which he hath so
sustained as well in motion of the Non performance
of certain promises and undertakings made by the said
Annah sawmy to the said Mutiah Mudelliar as for
Costs and Charges by him about his suit in that be-
behalf

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Fourth Term 1809

behalf Expended — and it is granted unto him Returnable
here on the fourth day of January Next. —

Fourth Term 1809.

7/47

Pleas before the Honble Sir Thomas Andrews Strange Knight Chief Justice, and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and Nine

Fort Saint George Madras } Nenial Meen Mchennood puts in his plea by William Light his Attorney against Mohun Lall in a Plea of Trespass on the Case.

Fort Saint George Madras to wit } She said Mohun Lall in his own proper person at the Suit of the said Nenial Meen Mchennood in the Plea aforesaid.

Fort Saint George Madras to wit } Be it Remembered that In the Vacation after the fourth Term in the Year one thousand eight hundred and Eight before the Supreme Court of Judicature at Madras came Nenial Meen Mchennood by William Light his Attorney and brought into the said Court their Bill of Complaint against Mohun Lall in a Plea of Trespass on the Case, and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George

7/18

Plaint in assumpsit
filed 17 December
1808 -

Fourth Term 1809

Fort St George Madras to wit Nawal Meer
Mehemood Ally Khan Sahib Bahader by William
Light his Attorney Complains of Mohan Lall being -
an Hendoo Inhabitant of Madras and as such a
Person liable to the Jurisdiction of the
Honorable Court of a Plea of Trespass on the Case
For that Whereas the said Mohan Lall Heretofore to
wit on the Twentieth day of June in the year of our
Lord one thousand Eight Hundred and Eight by a
certain Note in writing in the Persian Language &
according to the Custom of the Natives the date &
Whereof is on the day and year aforesaid thereon &
Described as the Twenty Ninth day of the Month of
Rubie Sany in the year of Hejey one Thousand &
Two Hundred and Twenty three at Madras aforesaid &
acknowledged to have Purchased Jewells of the said &
Nawal Meer Mehemood Ally Khan Sahib Bahader
for the sum of Four Thousand Two Hundred and
Fifty Rupees the Half of Which is Two Thousand
Six Hundred and Twenty four Rupees of the &
Current Money of Madras aforesaid which in
said sum of Money he the said Mohan &
Lall Engaged to repay the said Nawal Meer
Mehemood Ally Khan Sahib Bahader in the &
Space of Two Months from the date of the said
Note By means Whereof and by force of the Customs -

and Lenns of such Natives the said Mohan
Lall became liable to Pay to the said Nawab
Meer Mehemood Ally Khan Sahib Bahader
the said sum of money in the said Note
Mentioned According to the Tenor and Effect thereof
and being so liable he the said Mohan Lall in
Consideration thereof afterwards to wit on the
same day and year aforesaid at Madras afore-
said undertook and then and there faithfully
promised the said Nawab Meer Mehemood
Ally Khan Sahib Bahader to Pay him the
said sum of Money in the said Note Mention-
ed according to the tenor and Effect thereof And
Whereas the said Mohan Lall afterwards to
wit on the Sixteenth day of November in the
year one thousand Eight Hundred and Eight at
Madras aforesaid was indebted to the said Nawab
Meer Mehemood Ally Khan Sahib Bahader
in other Twelve Thousand Rupees of like Lawful
Money of Madras aforesaid for so much Money
by the said Nawab Meer Mehemood Ally
Khan Sahib Bahader before that time lent
and advanced to the said Mohan Lall at his
special

special instance and request and being so indebted he the said Mohan Lall in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nawal Meer Mehemood Ally Khan Sahib Bahader to pay him the said last mentioned sum of Money when he the said Mohan Lall should be thereto afterwards requested And Whereas also the said Mohan Lall afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Nawal Meer Mehemood Ally Khan Sahib Bahader in other Twelve Thousand Rupees of like Current Money of the Madras aforesaid for so much Money by the said Nawal Meer Mehemood Ally Khan Sahib Bahader before that time Paid laid out and Expended to and for the use of the said Mohan Lall at his special instance and request and being so indebted he the said Mohan Lall in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nawal Meer Mehemood Ally Khan Sahib Bahader to Pay him the said last mentioned

last mentioned Sum of Money when he the said
Mohan Lall should be thereto afterwards Requested
And Whereas also the said Mohan Lall after-
wards to wit on the same day and year last
aforesaid at Madras aforesaid was indebted to the
said Nawab Meer Mehemmood Ally Khan Sahib
Bahader in other Twelve Thousand Rupees of like
Current Money of Madras aforesaid for so much
Money by the said Mohan Lall before that
Time had and Received to and for the use of the said
Nawab Meer Mehemmood Ally Khan Sahib Bahader and
being so indebted he the said Mohan Lall in Consider-
ation Thereof afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said Nawab
Meer Mehemmood Ally Khan Sahib Bahader to
Pay him the said last mentioned Sum of Money when
he the said Mohan Lall should be thereto
afterwards Requested And Whereas also the said
Mohan Lall afterwards to wit on the same day
and year last aforesaid at Madras aforesaid accounted
with the said Nawab Meer Mehemmood Ally Khan
Sahib

Fourth Term 1809

Sahib Bahader of and Concerning divers other sums of
Money then due and owing from the said Mohun
Lall to the said Nawal Meer Mehemmood Ally
Khan Sahib Bahader and then being in arrear
and unpaid upon that accounting he the said Mohun
Lall was then and there found to be in arrear
and indebted to the said Nawal Meer Mehemmood
Ally Khan Sahib Bahader in other Twelve Thousand
Rupees of like Current Money of Madras aforesaid
and being so indebted he the said Mohun Lall
in Consideration thereof afterwards to wit on the
same day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully
promised the said Nawal Meer
Mehemmood Ally Khan Sahib
Bahader to pay him the said
last mentioned sum of Money
when he the said Mohun Lall should be
thereto afterwards required yet the said Mohun Lall
Not regarding the said several promises and under-
takings so made by him in that behalf as aforesaid
but Contriving and fraudulently intending craftily
and subtilly to deceive and defraud the said Nawal
Meer Mehemmood Ally Khan Sahib Bahader hath
not

1809

Judgment Roll

Fourth Term

Section 33.

not yet paid the said several sums of Money aforesaid
or any Part thereof to the said Nawal Meer Mehemud
Ally Khan Sahib Bahader Although often Requested
so to do but to Pay the same or any Part thereof he
the said Mohan Lall hath hitherto Wholly refused
and still doth Refuse to the Damage of the said
Nawal Meer Mehemood Ally Khan Sahib Bahader
of Twelve Thousand Rupees and therefore he brings
his Suit &c.

And now in this Second Term in the
Tried Ex parte year One Thousand Eight hundred and Nine that
is to say on the Sixth day of April to which day was
given as well to the said Nawal Meer Mehemood
Ally Khan Sahib Bahader as to the said Mohan
and the said Mohan Lall says nothing in bar or
preclusion of the said Action of the said Nawal Meer
Mehemood Ally Khan Sahib Bahader by reason the
said Nawal Meer Mehemood Ally Khan Sahib
Bahader remains thereon undefended against the
said Mohan Lall for reason whereof the said Nawal Meer
Mehemood Ally Khan Sahib Bahader ought to recover
his damages by occasion of the premises and aforesaid

to wit

A.D. 54

to wit on the Tenth day of the said month of April in the Term last aforesaid the said Court having diligently enquired what damages the said Nawal Meer Mehemood Ally Khan Sahib Bahader hath sustained as well by means aforesaid as for his Costs and Charges by him about his Suit in this behalf expended do find and adjudge that the said Nawal Meer Mehemood Ally Khan Sahib Bahader hath sustained damages by occasion of the premises over and above his Costs and Charges of the Sum of One Thousand Three hundred and Seventy five Pagodas and for his Costs and Charges the Sum of One hundred and fifty One Pagodas and Twenty Seven Fanams Therefore it is Considered that the said Nawal Meer Mehemood Ally Khan Sahib Bahader recover against the said Mohan Lall his Damages and Costs aforesaid by the Court aforesaid in manner and form aforesaid found and adjudged which is Damages Costs and Charges in the whole amount to One Thousand five hundred and Twenty Six Pagodas and Twenty Seven Fanams and the said Mohan Lall in mercy &c.

Judgment for Plaintiff on a Verdict in Assumpsit - D.

Judgment signed for the Plaintiff the 6th day of December 1809 - J. Shaw Dy Prothy

Mercy

Fourth Term 1809 —

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Fourth Term. 1809.—

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice, and the Honble Sir Benjamin Sulivan Knight, Puisne Justice &c of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and Nine.—

Madras to wit— Pooleyare Soobaroy Pillay puts in his place William Light his Attorney instead of Daniel Neale against Vandaloor Venkatar =yenga Pillay in a Plea of Trespass on the Case.—

Madras to wit The said Vandaloor Venkatarayenga Pillay puts in his place Gilbert Bicknells his Attorney instead of James Sutherland at the suit of the said Pooleyare Soobaroy Pillay in the Plea aforesaid.—

Madras to wit Be it Remembered that as of the Fourth Term in the Year of Christ one thousand eight hundred and Six before the Supreme Court of Judicature at Madras came Pooleyare Soobaroy Pillay by William Light his Attorney and brought into the said Court then there his certain Plaint against Vandaloor Venkatarayenga 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

Plaintiff a[s]sumpsit filed 24th September 1806 -

Madras to wit - Sooleyare Soobaroy Pillay of Madras to wit by Daniel Neale his Attorney Complaining of Vandaloor Vencatarunga Pillay a Heindoo Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass on the case For that Whereas heretofore to wit on the Sixteenth day of September in the Year of Christ one Thousand Eight hundred and Six at Madras the said Vencatarunga was indebted to the said Soobaroy in the Sum of Three Thousand Star Pagodas of the Current Money of Madras for the use and Occupation of divers to wit Thirty Cawnies of Arable Land and of divers to wit Thirty other Cawnies of Meadow Land and also of divers to wit Thirty other Cawnies of uncultivated ground with the Appurtenances Situated at Pedda Naicken Pettah within the limits of Madras by the said Vencatarunga and at his request and by the sufferance and permission of the said Soobaroy for a long time to wit for the Space of Eighteen Years then elapsed held used Occupied Possessed and enjoyed and being so indebted the said Vencatarunga in consideration thereof

thence afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Soobaroy to pay him the said Sum of money when he the said Venkatarunga should be thereto afterwards requested And Whereas the said Venkatarunga afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Soobaroy at the like request of the said Venkatarunga had suffered and permitted the said Venkatarunga to hold use Occupy possess and enjoy divers (to wit) thirty other Cannies of Arable land and divers (to wit) thirty other Cannies of Meadow land and divers (to wit) thirty other Cannies of uncultivated ground with the appurtenances situated at Pedda Naicks Pettah within the limits of Madras and that according to such Sufferance and permission as last aforesaid the said Venkatarunga had held used Occupied possessed and enjoyed the same for a long time (to wit) for the Space of Eighteen Years then elapsed the said Venkatarunga undertook and then and there faithfully promised

the

the said Soobarey to pay him so much money as the said Soobarey therefore reasonably deserved to have when he the said Venkatarunga should be thereto afterwards requested and the said Soobarey avers that he so reasonably deserved to have for the last Mentioned use and occupations by the said Venkatarunga the further Sum of three thousand Star Pagodas of the like Current Money of Madras to wit at Madras aforesaid whereof the said Venkatarunga afterwards to wit on the day and Year aforesaid there had Notice And Whereas the said Venkatarunga afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Soobarey in the further Sum of three thousand Star Pagodas of the like Current Money of Madras, for money by the said Venkatarunga before that time had and received to the use of the said Soobarey and being so indebted the said Venkatarunga 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 Soobarey to pay him the said last Mentioned Sum of Money when he the said Venkatarunga

Should

should be thereto afterwards requested And Whereas the said Venkatarenga afterwards to wit on the same day and Year aforesaid at Madras aforesaid Accounted with the said Soobarey of and concerning divers other Sums of money before that time due and owing from the said Venkatarenga to the said Soobarey and then being in Arrear and unpaid and upon that Accounting the said Venkatarenga was then and there found to be in Arrear and indebted to the said Soobarey in the further sum of three thousand Star Pagodas of the Lake Current money of Madras and being so found in Arrear and indebted the said Venkatarenga in consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promise the said Soobarey to pay him the said last mentioned Sum of money when he the said Venkatarenga should be thereto afterwards requested Yet the said Venkatarenga 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 Soobarey in this behalf hath not yet paid the said several Sums of Money or any or either

either of them or any part thereof to the said Soobarey &c
although so to do the said Venatarainga was requested by
the said Soobarey afterwards to wit on the same day and
year aforesaid and oftentimes afterwards at Madras aforesaid
But to pay the same or any part thereof to the said &c
Soobarey the said Venatarainga hath hitherto Wholly refused
and Still doth refuse To the damage of the said &c
Soobarey of three thousand Star Pagodas and thereupon
he brings his Suit &c.

And afterwards to wit on the Fifteenth day of &c
imparlance December in the Vacation after the Fourth Term of the said
Year One thousand Eight hundred and Six in the said
Supreme Court of Judicature at Madras until which day
the said Venatarainga had Leave to imparl to the said &c
Plaint and then to Answer the same came as well
the said Soobarey by his said Attorney as the said &c
Venatarainga by his said Attorney and the said Venata-
Plea filed 25th Oct 1806 GR -rainga defends the wrong and injury when &c and says
that he did not undertake or promise in manner &c
and form as the said Soobarey hath above thereof &c
complained against him And of this he puts &c
Issue joined himself upon the Court &c.

And the said Pahyore &c

Soobarey

Fourth Term 1809

Soobaroy Pillay doth the like —

And upon this the said Vandaloor Venkata-
aranga Pillay prays that the said Pooleyore &
Soobaroy Pillay 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 Pooleyore Soobaroy Pillay until the &
Fifth day of August to bring the Issue above joined on
to be tried at which day comes the said Vandaloor
Venkatarunga Pillay by his Attorney aforesaid and the
said Pooleyore Soobaroy Pillay although solemnly called
comes not and it appearing to the Court here that the said
Pooleyore Soobaroy Pillay 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 Pooleyore Soobaroy Pillay take nothing by
his said Plaint but that he and his pledges to &
prosecute be in Mercy &c. And that the said Vandaloor
Venkatarunga Pillay do go thereof without day. And it
is further considered by the Court here that the said
Vandaloor Venkata runga Pillay do recover against the
said Pooleyore Soobaroy Pillay One Hundred and one
Pagodas and twelve Fanams for his Costs and Charges &
by him laid out about his defence in this behalf by the Court

Here

Judgment signed for the Defendant the 15th day of December 1809

J Shaw Dy Prothy

here adjudged to the said Vandaloor Venkata Runga Pelley
and with his Assent and that the said Vandaloor
Execution Venkata Runga Pelley have Execution thereof &c.-

Fourth Term 1809-

Fourth Term 1809. 765

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

Fort St George Madras } To Vullee Ummall puts in her place Fowries Disney her attorney against Mila Colamadien and Cumarapen in a plea of Trover

Fort St George Madras } To The said Mila Colamadien and Cumarapen put in their place Gilbert Ricketts their Attorney at the Suit of the said Vullee Ummall in the Plea aforesaid. —

Fort St George Madras } Be it Remembered that in the Vacation after the Second Term in the Year one thousand eight hundred and eight before the Supreme Court of Judicature at Madras came Vullee Ummall by Fowries Disney her Attorney and brought into the said Court then there her certain Plaint against Mila Colamadien and Cumarapen in a Plea of Trover and there &c are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these Words, to wit to say

Fort St. Geo.

Fourth Term 1809

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Plaintiffs Praeces
filed 5th July 1808
J.S.

Fort St George Madras ss Vullee Unnemall
Widow of Madras Inhabitant by Fownes Disney his attorney
complaining of Mila Colamodien and Comarapen &c
being respectively Heathen Inhabitants of Madras and
as such subject to the jurisdiction of this Hon'ble Court.
For that Whereas the said Vulla Unnemall hereto-
fore to wit on the Thirty first day of December in the
year one thousand eight hundred and Seven at Madras
aforesaid was lawfully professed as of her own property
of a certain Company's Certificate of Ground Situated at
Pedda Naicka pettah in Jyapah Street Blacktown,
in the name of one Jyanmall, and also of Five
Hoohatoorumpa, Five Jadabillya, Five Senoorany
Cadoohena Five Iyanoodary, Five Padagunna, Five
Goza Golooda, Five Tabalaya, Five Chemboo, Five
Pumbaleena, Five Coothu Velooda Five Pady Velooda
Five Ornaments for the head, Five Ornament for the Neck,
Five Ornaments for the hand, Five Ornaments for the
Feet, Five Rings, Five Ear Rings, Ten Ounces of Gold Ten
Ounces of Silver, Ten Diamonds, Ten Emeralds, Ten
Rubees Ten other precious Stones, and also of One
Hundred pagodas One hundred Rupees, and also of divers
other Moveings making in the whole, the value of Seven
Hundred Star pagodas or thereabouts of Current money of
Madras aforesaid. And being so professed thereof the
said

said Vellee Ummall afterwards to wit on the day and
year aforesaid at Madras aforesaid casually Lost the
said Companys Certificate. Jewells, Monies and Writings out
of her custody and Possession which said Certificate, Jewells,
monies and writings being so lost afterwards to wit on the
day and year aforesaid at Madras aforesaid came to the
hands and Possession of the said Mila Calamodien
and Comarapen, By finding, Yet the said Mila
Calamodien and Comarapen well knowing the said
Certificate, Jewells, monies and writings to be the
property of the said Vellu Ummall, and of Right to
belong and appertain to her, but contriving and
fraudulently intending craftily and Subtilely to deceive
and defraud the said Vellee Ummall in this
behalf, have not (although often Requested) delivered
the said Certificate, Jewells, monies and writings or
any part thereof to the said Vellee Ummall but have hitherto
wholly Refused so to do, and on the contrary thereof after-
wards to wit on the same day and Year aforesaid
at Madras aforesaid converted and disposed of the
same to their own use to the Damage of the said
Vellee Ummall of One thousand and four hundred
Star Pagodas, and therefore she brings her Suit &c.

And afterwards to wit on the

Imparlance

sixth day of August in the Vacation after the Third Term of the said Year One thousand Eight hundred and Eight in the said Supreme Court of Judicature at Madras until which day the said Mila Colamodean and Conarapen had leave to imparl to the said Plaint and then to answer the same come as well the said Villeeummall by her said Attorney as the said Mila Colamodean and Conarapen by their said Attorney and the said Mila Colamodean & Conarapen defend the wrong and injury when &c and say that they are not guilty of the premises above laid to their charge in manner and form as the the said Villeeummall hath above thereof complained against them and of this they put themselves upon the Court &c.

Plea filed 26th aug.t 1808 J.S.

And the said Villee Ummall by Tonnea Diany her Attorney doth the like.

Issue Joined

And now in the Third Term in the year of our Lord One Thousand Eight hundred and nine that is to say on the Fifth day of August in that Year until which day was given as well to the said Mila Colamodean and Conarapen as to the said Villeeummall to inform the Court of the premises come the said parties by their respective Attornies aforesaid and the said Justices having heard the allegations of the respective parties and examined the truth thereof and duly considered the Evidence produced on both sides agreed among themselves the verdict to be given

of and upon the premises upon which the said Velleammall being solemnly called comes not nor does she further prosecute her said Plaint against the said Mila Colomoodean and Comarapen Therefore it is considered that the said Velleammall take nothing by her said Plaint but that she and her pledges to prosecute be in Mercy &c: And that the said Mila Colomoodean and Comarapen go thereof without day And it is further considered by the Court here that the said Mila Colomoodean and Comarapen do recover against the said Velleammall the sum of One Hundred and Seven Pagodas and Nineteen Fanams for their Costs and Charges by them laid out about their defence in this behalf by the Court now adjudged to the said Mila Colomoodean and Comarapen and with their assent and that the said Mila Colomoodean and Comarapen have Execution &c —

Judgment signed for the Defendant the 15th day of Dec. 1809 — J Shaw Sy Pothy

Execution

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Fourth Term 1809

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sulivan Knight Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand Eight hundred and Nine. —

Fort Saint George Madras — } Cavamatchy Daughter of Tevoorvanaven Rangoo deceased puts in her place William Leight her Attorney against Bydeparuty Venkiah Branmy in a Plea of Trover. —

Fort Saint George Madras — } The said Bydeparuty Venkiah Branmy puts in his place Gilbert Richetts his Attorney, at the Suit of the said Cavamatchy in the Plea aforesaid —

Fort Saint George Madras — } Be it Remembered that In the Vacation after the Second Term in the Year one thousand eight hundred and Seven before the Supreme Court of Judicature at Madras came Cavamatchy Daughter of Tevoorvanaven Rangoo deceased by William Leight her Attorney and brought into the said Court then there her certain Plaint against Bydeparuty Venkiah Branmy in a Plea of Trover and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words

Fort Saint

Fourth Term 1809 -

Hamilton Fraser
filed 25th May
1809 - J.S.

Fort Saint George Madras Caulamatchy Daughter
of Teroovenanam Rangoo deceased by William Light her attorney
complains of Bydeparaty Venkiah Branniny are Hindoo &c
Inhabitant of Madras and as such subject to the Jurisdiction
of this Honorable Court For that whereas the said &c
Caurnatchy Daughter of Teroovenanam Rangoo deceased &c
heretofore to wit on the Fifth day of May in the Year One
thousand Seven hundred and Ninety Seven at Madras
aforesaid was possessed of divers Goods Wares &c
Merchandizes Joys and Jewels to wit One Gold &c
Tattady or Womens Neck Ornament Set with precious
Stones One pair Gold Carnenal or Womens Ear Pings
Set with Sixteen Diamonds eight Gold Kiretha Pooraigum
or Womens Wrest Ornament eight Corals and four &c
Silver Beeds, Thirty four Gold Godumminany or Womens
Neck Ornament and one Silver Toretos One Gold Finger
Ring Set with a Diamond, One Gold Ring set with &c
a Ruby One Gold Emerald Ring One Silver Salver for Betle
and one Silver Vessel for Chaundal of a large Value to wit
of the Value of Six hundred and thirty Star Pagodas of &c
lawful Money of Madras aforesaid as of her own proper
Goods Wares Merchandizes Joys and Jewels and being
so possessed thereof as aforesaid the the said Caurnatchy
Daughter of Teroovenanam Rangoo deceased afterwards to wit
on the same day and year aforesaid at Madras aforesaid
casually

1809

Judgment Roll

Fourth Term

Nelson

casually lost the said Goods Wares Merchandizes Joys and
Jewels out of her Custody and possession which said Goods
Wares Merchandizes Joys and Jewels afterwards to wit on the
same day and Year aforesaid at Madras aforesaid came
to the hands and possession of the said Bydepauty
Venkiah Branning and the said Bydepauty Venkiah
Branning well knowing the said Goods Wares Merchan-
dizes Joys and Jewels to be the property of the said
Cauvratchy Daughter of Seeroomanum Rangoo deceased
and of right to belong and appertain to her craftily
and fraudulently intending craftily and subtilly to deceive
and Injure the said Cauvratchy Daughter of Seeroma-
num Rangoo deceased in this behalf hath not although
often Requested to deliver the said Goods Wares Merchandi-
zes Joys and Jewels to the said Cauvratchy Daughter
of Seeroomanum Rangoo deceased but hath wholly refused
so to do and on the Contrary afterwards to wit on the
Twentieth day of May in the Year One thousand
eight hundred and seven at Madras aforesaid
Converted and disposed thereof to his own use to the
Damage of the said Cauvratchy Daughter of Seero-
manum Rangoo deceased of One thousand and three
hundred Star Pagodas and therefore she brings her suit &c

imparlance

And afterwards to wit on the
fourth

Fourth Term 1809

h Term of the said Year one thousand eight hundred
and Seven in the said Supreme Court of Judicature at
Madras, until which Term the said Bydapauty &
Venkiah Brauning had leave to imparl to the said
Plaint and then to Answer the same Cause as
well the said Caunnatchy by her said Attorney
as the said Bydapauty Venkiah Brauning by his &
said Attorney and the said Bydapauty Venkiah &
Brauning defends the wrong and injury when &c
and says that he is not guilty of the premises &
above laid to his charge, in manner and form
as the said Caunnatchy hath above thereof &
complained against him and of this he puts himself
upon the Court. -

Rec'd filed
15th Sept 1807
LI

And the said Caunnatchy &

Same Same doth the like. -

And upon this the said Bydapauty Venkiah
Brauning prays that the said Caunnatchy may bring
the Issue above joined on to be tried according to the
course and practice of the said Court And thereupon

Judgment as in
Case of a Nonsuit
by reason of
Cost made on
the 2d Mch 1809

a day is given by the said Court here to the said
Cavenaghy until the Second day of October to bring
the Issue above joined on to be tried at which day
comes the said Bydeputy Venkiah Bramin by
his Attorney aforesaid and the said Cavenaghy
although solemnly called comes not, and it
appearing to the Court here that the said Cavenaghy
hath neglected to bring the issue above joined on to be
tried according to the course and practice of the
Court - Therefore it is considered that the said
Cavenaghy take nothing by her said Plaint but
that She and her Pledges to prosecute be in mercy
&c And that the said Bydeputy Venkiah Bramin
do go thereof without day - And it is further
considered by the Court here that the said Bydeputy
Venkiah Bramin do recover against the said
Cavenaghy One Hundred and Thirty One
Pagodas and twenty Fanams for his Costs and Charges
by him laid out about his defence in this behalf
by the Court here adjudged to the said Bydepu-
-ty Venkiah Bramin and with his assent and

Judgment signed
for the Defendant
the 15th day of
December 1809
by Corbett

Clerk

Fourth Term 1809

Ca. Sa.

Execution

that the said Bydeputy Venthiah Branning &c
have Execution thereof &c

Fourth Term 1809

Fourth Term 1809.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year one thousand eight hundred and Nine.

Madras to Wit. Annanjacara Etchoo Moodelly Administrator of all and Singular the Goods Chattels and Credits which were of Annanjacara Tondavoy Moodelly deceased puts in his place Daniel Neale his Attorney against Paluvoy Soobbarayen in a Plea of Trespass on the Case.

Madras to Wit. The said Paluvoy Soobbarayen puts in his place Gilbert Ricketts his Attorney at the Suit of the said Annanjacara Etchoo Moodelly as Administrator aforesaid in the Plea aforesaid.

Madras to Wit. Be it Remembered that as of the Second Term in the Year of Christ One Thousand eight hundred and Eight before the Supreme Court of Judicature at Madras came Annanjacara Etchoo Moodelly Administrator of all and Singular the Goods Chattels and Credits which were of Annanjacara Tondavoy Moodelly deceased by Daniel Neale his attorney and brought into the said Court then there his certain Plaint against Paluvoy Soobbarayen 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 1809

Plaintiffs Exemplies filed 7th April 1808 — D.S.

Madras to Wit — Annanjacara Tchoo Moodelly Administrator of all and singular the Goods Chattels and Credits which were of Annanjacara Tondavoy Moodelly deceased at the time of his death (who died intestate) by Daniel Neale his Attorney complains of Paluvy Soobbarayan 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 thirtieth day of December in the year of Christ one thousand Seven hundred and Ninety four at Madras the said Paluvy Soobbarayan according to the custom of such Hindoos made his certain instrument in writing in the Malabar Language purporting to be and commonly called a Bond his proper hand being thereunto Subscribed and bearing date on the twentieth day of Maurgaly of Ananda year corresponding with the day and Year of Christ aforesaid, and there and there delivered the same instrument in writing to the said Annanjacara Tondavoy Moodelly in his life time by which said instrument in writing the said Paluvy Soobbarayan acknowledged that on the day of the making thereof he had in consequence of his urgent occasion borrowed and received of the said Annanjacara Tondavoy Moodelly the sum of Ninety six Star Pagodas Current Money of Madras and did thereby engage to pay

repay to the said Annanjacara Tondavoy Moodelly (by the
Name of Annanjecary Tanndavarayer Moodaliar) the
same Sum on demand with all such interest
as should or might become due thereon at the
rate of Twelve Per Cent Per Annum By means
whereof and according to the aforesaid Custom of such
Hindoos the said Palavy Soobbarayan became liable
to pay to the said Annanjacara Tondavoy Moodelly the
said sum of Money in the said Instrument in writing
specified according to the tenor and effect of the said
instrument in writing and being so liable the
said Palavy Soobbarayan 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
Annanjacara Tondavoy Moodelly in his Life time to
pay him the said Sum of Money in the said
Instrument in writing specified according to the
tenor and effect of the said instrument in writing
And Whereas the said Palavy Soobbarayan after-
wards to wit on the first day of January in the

Year

year of Christ One thousand and eight hundred at
Madras aforesaid was indebted to the said
Annanjacara Tondavoy Moodelly in his life time
in the Sum of Four hundred Star Pagodas of the
lawfull Current Money of Madras for Money by the
said Annanjacara Tondavoy Moodelly before that
time lent and advanced to the said Paluvy Soobba-
royan and at his special instance and request. And
being so indebted the said Paluvy Soobbaroyan in
consideration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid undertook
and then and there faithfully promised the said
Annanjacara Tondavoy Moodelly in his life time to
pay him the said last mentioned Sum of Money
when he the said Paluvy Soobbaroyan should be
thereto afterwards requested And Whereas the said
Paluvy Soobbaroyan afterwards to wit on the same day
and year last aforesaid at Madras aforesaid accounted
with the said Annanjacara Tondavoy Moodelly in
his life time of and concerning divers other Sums of
Money before that time due and owing from the
said Paluvy Soobbaroyan to the said Annanjacara
Tondavoy Moodelly and then being in arrear and
unpaid and upon that accounting the said Paluvy
Soobbaroyan was then and there found to be

in

in arrear and indebted to the said Annanjacara
Tondavoy Moodelly in the further Sum of Four hundred
Star Pagodas of the like lawful Current Money
of Madras, And being so found in arrear and
indebted the said Paluvy Soobbarayan in
consideration thereof afterwards to wit. on the same
day and year last aforesaid at Madras aforesaid
undertook and then and there faithfully promised
the said Annanjacara Tondavoy Moodelly in his
life time to pay him the said last mentioned
Sum of Money when he the said Paluvy
Soobbarayan should be thereto afterwards requested.
Yet the said Paluvy Soobbarayan 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
Annanjacara Tondavoy Moodelly in his life time
and the said Elatoo Moodelly administrator as
aforesaid since the decease of the said Annanjacara
Tondavoy Moodelly (to which said Elatoo Moodelly
administration of all and singular the Goods
Chattels and Credits which were of the said
Annanjacara Tondavoy Moodelly at the time of

his death was by the Court of the Recorder of
Madras at Fort Saint George Madras on the fifth day of
August in the year of Christ One thousand and
Eight hundred at Madras aforesaid in due
form of Law committed) did not at any time in the
life time of the said Annanjacana Tondaroy Moodelly pay
to the said Annanjacana Tondaroy Moodelly and since the
death of the said Annanjacana Tondaroy Moodelly hitherto
hath not paid to the said Ethoo Moodelly as
Administrator as aforesaid the said several sums of
Money or any or either of them or any part thereof
although so to do the said Paluny Sabbarayer and
requested by the said Annanjacana Tondaroy Moodelly
in his life time to wit on the day and year last
aforesaid And by the said Ethoo Moodelly Administra-
trator as aforesaid after the death of the said Annanja-
cana Tondaroy Moodelly to wit on the Eighteenth day
of March in the Year of Christ One thousand Eight
hundred and Eight and oftentimes afterwards at Madras
aforesaid But to pay the same the said Paluny
Sabbarayer hath hitherto wholly refused and he
still doth refuse to pay the same to the said Ethoo
Moodelly as Administrator as aforesaid To the damage

of

Fourth Term 1809

of the said Etchoo Mondelly as Administrator as afore-
said of Four hundred Star Pagodas and therefore
he brings his Suit &c.—

And the said Etchoo Mondelly brings
into Court here the Letters of Administration
granted to him as aforesaid by and under the Seal
of the Court of the Recorder of Madras at Fort Saint George
Madras which sufficiently prove to the Court here the
granting of such administration in the Form aforesaid
and the date whereof is on the day and Year in that
behalf above mentioned.—

And afterwards to wit in the Third Term
of the Year one thousand eight hundred and eight in
the said Supreme Court of Judicature at Madras, &c
at which Term the said Palany Soobrayen had
leave to imparl to the said Plaint and then to &c
answer the same came as well the said Etchoo &c
Mondelly by his said Attorney as the said Palany-
Soobrayen by his said Attorney, and the said &c
Palany Soobrayen defends the wrong and injury when
Plea filed 20 July 1808 &c and says that he did not undertake or promise as

manner and form as the said Etchoo Moodelly hath
above thereof complained against him and of this
he puts himself upon the Court &c. and for a
further Plea in this behalf the said Paluvy
Soobbarayen by leave of the Court here for this
purpose first had and obtained according to the
form of the statute in such case made and
provided says that the said Etchoo Moodelly
ought not to have or maintain his aforesaid
action thereof against him because he says
that he the said Paluvy Soobbarayen did not
at any time within the space of Six Years next
before the day of exhibiting the Plaint of the said
Etchoo Moodelly against him the said Paluvy
Soobbarayen undertake or promise in manner
and form as the said Etchoo Moodelly hath above
thereof complained against him the said Paluvy
Soobbarayen and this he is ready to verify, wherefore
he prays Judgement, if the said Etchoo Moodelly
ought to have or maintain his aforesaid action thereof
against him the said Paluvy Soobbarayen &c.

And afterwards that is to say in the
same Third Term of the said Year One thousand
eight hundred and eight came the parties aforesaid
by their Attornies aforesaid And thereupon the said
Etchoo as to the said Plea of the said P. Soobbarayen
by

Replication
filed 30th July 1808

Fourth Term 1809

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by him first above pleaded And whereof the said
P. Loobhaugen hath put himself upon the Court &
doth the like Which &c to the said Plea of the said
P. Loobhaugen by him secondly above pleaded &
in bar the said Stokes says that he by reason of
any thing by the said P. Loobhaugen in that
plea above alleged ought not to be barred from having
or Maintaining his aforesaid Action against the said
P. Loobhaugen because he says that the said P.
Loobhaugen did within Six Years next before the
day of Exhibiting the Plaint of him the said P.
Stokes against the said P. Loobhaugen to wit on
the first day of March in the Year of Christ One
thousand eight hundred and eight at Madras afore-
said undertake and promise in manner and form
as the said Stokes Administrator as aforesaid
hath above thereof complained against him &
that this the said Stokes prays may be inquired of
by the Court and the said P. Loobhaugen doth &c
the like And upon this the said Palavy Loobhaugen

prays that the said Amanjacara Etchoo Moodelly
may bring the Issue above joined on to be tried &c
according to the course and practice of the said
Court - and thereupon a day is given by the said
Court here to the said Amanjacara Etchoo &
Moodelly until the Twenty fifth day of September to
bring the Issue above joined on to be tried at a
which day comes the said Palavy Soobarayen by
his Attorney aforesaid and the said Amanjacara
Etchoo Moodelly although solemnly demanded comes
not - and it appearing to the Court here that the
said Amanjacara Etchoo Moodelly hath neglected
to bring the Issue above joined on to be tried according
to the course and practice of the said Court - Therefore
Judgment signed upon the Default the 15th day of December 1809 - J Shaw D.P.Prothy
it is Considered that the said Amanjacara Etchoo
Moodelly take nothing by his said Plaint but that
he and his pledges to prosecute be in mercy &c -
and that the said Palavy Soobarayen go thereof &c
without day - and it is further considered by the
Court here that the said Palavy Soobarayen do &c
recover against the said Amanjacara Etchoo &
Moodelly One hundred and Seventy Nine Pagodas
and fourteen Fanams for his Costs and Charges
by him laid out about his defence in this behalf
by the Court here adjudged to the said Palavy &
Soobarayen

Fourth Term 1809

1811

Inhabitants and with his assent and that the said

Cambria Infancy inhabitants have exemption &c.

Fourth Term 1864

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Fourth Term 1809.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Madras of the Fourth Term in the year one thousand eight hundred and nine.

Fort St George Madras — Ss. Narrainia Moodelly puts in his place Fownes Disney his Attorney against Videnauda Moodelly &c in a Plea of Trespass on the Case.

Fort St George Madras } The said Videnauda Moodelly puts in his place &c Gilbert Richetts his Attorney instead of James Sutherland at the suit of the said Narrainia Moodelly in the Plea above.

Fort St George Madras } Be it Remembered that In the Vacation after the Fourth Term in the Year one thousand eight hundred and Six before the Supreme Court of Judicature at Madras came Narrainia Moodelly by Fownes & Disney his Attorney and brought into the said Court then there his certain Plaint against Videnauda Moodelly in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say &

Fort St George

Fourth Term 1806 — 791

Fort S.t George Madras Ss Narraina Modelly

Plaint in Assumpsit filed 17.th December 1806 -

of Madras Inhabitant by Forrest Disney his Attorney complains of Videnauda Modelly being an Hindoo Inhabitant of Madras and as such a person subject to the jurisdiction of this Honble Court For that Whereas the said Videnauda Modelly heretofore to wit on the Thirteenth day of November in the year One thousand eight hundred and six at Madras aforesaid was indebted to the said Narraina Modelly in the sum of Six hundred Star pagodas of Current money of Madras aforesaid, for so much money by the said Narraina Modelly before that time lent and advanced to the said Videnauda Modelly at his special instance and request. And being so indebted he the said Videnauda Modelly 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 Narraina Modelly to pay him the aforementioned sum of money when he should be thereunto afterwards requested. And Whereas also the said Videnauda Modelly afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Narraina Modelly in other Six hundred Star pagodas of like lawful money of Madras aforesaid, for so much money by the said Narraina Modelly before

the Term 1809.

Pleas before the Honble Sir Thomas Andrew Strange, Knight, Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the year one thousand eight hundred and nine.

Fort St George Madras } Narrainna Moodelly puts in his place Fownes Disney his Attorney against Videnanda Moodelly &c in a Plea of Trespass. as the Case.

Fort St George Madras } The said Videnanda Moodelly puts in his place &c Gilbert Richetts his Attorney instead of James Sutherland at the suit of the said Narrainna Moodelly in the Plea afore

Fort St George Madras } Be it Remembered that In the Vacation after the Fourth Term in the Year one thousand eight hundred and Six before the Supreme Court of Judicature at Madras came Narrainna Moodelly by Fownes Disney his Attorney and brought into the said Court then there his Certain Plaint against Videnanda Moodelly in a Plea of Trespass on the Case, and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say &

Fort St George

Fourth Term 1809 —

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Fort S. George Madras ss Narraina Moodelly
of Madras Inhabitant by Fawnes Disney his Attorney
complains of Videnauda Moodelly being an Hindoo &c
Inhabitant of Madras and as such a person subject to
the jurisdiction of this Honble Court For that Whereas
the said Videnauda Moodelly heretofore to wit on the &c
Thirteenth day of November in the year one thousand &
eight hundred and six at Madras aforesaid was &c
indebted to the said Narraina Moodelly in the sum
of Six hundred Star pagodas of Current money of &
Madras aforesaid, for so much money by the said &
Narraina Moodelly before that time lent and advanced
to the said Videnauda Moodelly at his special instance
and request. And being so indebted he the said &
Videnauda Moodelly 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 Narraina Moodelly to pay
him the aforementioned sum of money when he
should be thereunto afterwards requested. And
Whereas also the said Videnauda Moodelly &
afterwards to wit on the same day and year &
aforesaid at Madras aforesaid was indebted to the
said Narraina Moodelly in other Six Hundred Star
pagodas of like lawful money of Madras aforesaid,
for so much money by the said Narraina Moodelly

before

Plaint in Assumpsit
filed 17th December
1806 -

Fourth Term 1809

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before that time paid laid and expended to and for
the use of the said Videnauda Moodelly at his Like &c
special instance and request And being so indebted
to the said Videnauda Moodelly at the same day and Year
aforesaid at Madras aforesaid undertook and then
and there faithfully promised the said Narraina
Moodelly to pay him the aforementioned Sum of
money when he should be thereunto afterwards &
requested. And Whereas also the said Videnauda
Moodelly afterwards to wit on the same day and Year afore-
said at Madras aforesaid was indebted to the said &c
Narraina Moodelly in other Six hundred Star Pagodas
of like lawful money of Madras aforesaid, for so much
money by the said Videnauda Moodelly before that time
had and received to and for the use of the said Narraina
Moodelly. And being so indebted he the said Videnauda
Moodelly in consideration thereof afterwards to wit on
the same day and year aforesaid at Madras afore-
said undertook and then and there faithfully promised
the said Narraina Moodelly to pay him the afore-
mentioned Sum of money when he should be
thereunto afterwards requested. And Whereas also
the

the said Videnanda Moodelly afterwards to wit on the
same day and year last mentioned at Madras afore-
said accounted together with the said Narraina
Moodelly of and concerning divers Sums of money
from the said Videnanda Moodelly to the said
Narraina Moodelly before that time due and owing
and then and there in arrear and unpaid, and upon
that account the said Videnada Moodelly was then
and there found in arrear and indebted to the said
Narraina Moodelly in other Six hundred Star
pagodas of like lawful money of Madras aforesaid.
And being so found in arrear and indebted he the
said Videnanda Moodelly in consideration thereof
afterwards to wit on the day and Year last
mentioned at Madras aforesaid undertook and
then and there faithfully promised the said Narraina
Moodelly to pay him the said last mentioned Sum of
money when he should be thereunto afterwards
requested. Yet the said Videnanda Moodelly Not
regarding his several promises and undertakings
in manner and form aforesaid made, but
contriving and fraudulently intending craftily and
subtilely to deceive and defraud the said Narraina
Moodelly in this particular hath not yet paid the
said several Sums of money or any part thereof
to the said Narraina Moodelly although often
requested

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requested so to do, but to pay the same or any part
thereof to the said Narrainna Moodelly he the said
Videmunda Moodelly hath hitherto wholly refused, and
still doth refuse to the said Narrainna Moodelly his
damage of One thousand Star pagodas and therefore
he brings his suit.—

And afterwards to wit in the second Term
of the year one thousand eight hundred and Seven in the
said Supreme Court of Judicature at Madras till which
time the said Videmunda Modelliar had leave to im-
parl to the said Plaint and there to Answer the
same Cause as well the said Narrainna Moodelly
by his said Attorney as the said Videmunda Moodelly
by his said Attorney and the said Videmunda Moodelly
saith that the said Narrainna Moodelly his
Action aforesaid thereof against him ought not
to have maintenance because he the said Videmunda Moodelliar
protesting that he did not undertake and promise in the
manner and form as the said Narrainna Moodelly
hath above thereof complained against him and
for plea in this behalf saith that the Court &c.—
ought not to have Cognizance of the Plaint aforesaid
because the said Narrainna Moodelly by Francis
Sam Jones Esqr his Attorney ought not to have.—

And upon this the said Videmunda Moodelly
by his said Attorney and the said Videmunda Moodelly
saith that the said Narrainna Moodelly his
Action aforesaid thereof against him ought not
to have maintenance because he the said Videmunda Moodelliar
protesting that he did not undertake and promise in the
manner and form as the said Narrainna Moodelly
hath above thereof complained against him and
for plea in this behalf saith that the Court &c.—
ought not to have Cognizance of the Plaint aforesaid
because the said Narrainna Moodelly by Francis
Sam Jones Esqr his Attorney ought not to have.—

And upon this the said Videmunda Moodelly

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 Narraina Moodelly until the Twenty
Seventh day of July to bring the Issue above joined
on to be tried at which day comes the said
Videnauda Moodelly by his Attorney aforesaid and
the said Narraina Moodelly although solemnly
demanded comes not and it appearing to the Court
here that the said Narraina Moodelly hath &c
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 &c
Narraina Moodelly take nothing by his said &c
Plaint but that he and his pledges to prosecute be in
mercy &c and that the said Videnauda Moodelly go
thereof without day. And it is further considered
by the Court here that the said Videnauda Moodelly
do recover against the said Narraina Moodelly the
Sum of Two Hundred and Sixty three Pagodas and Thirty eight &c
Fanams for his Costs and Charges by him laid out
about his defence in this behalf by the Court here
adjudged to the said Videnauda Moodelly and with
his assent and that the said Videnauda Moodelly
have Execution &c

Judgment as in case of a Nonsuit

Judgment signed for the Defendant the 15th day of December 1809

J. Rew Dy Pothy

Execution

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1804

Judgment Roll

Fourth Term

Section 25.

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# Fourth Term 1809.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight, Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand Eight hundred and Nine.

Fort Saint George } Sreepoorammaul puts in her place William Light
Madras to Wit } her Attorney against Sawpoo Reddy Veerabadra Naicker
in a Plea of Trespass on the Case.

Fort St George } The said Sawpoo Reddy Veerabadra Naicker in his own
Madras to Wit } proper person at the Suit of the said Sreepoorammaul
in a Plea aforesaid.

Fort Saint George } Be it Remembered that for the Fourth Term in the
Madras to Wit } Year one Thousand eight hundred and Nine before the
Supreme Court of Judicature at Madras came Sreepooram-
maul by William Light her Attorney and brought into
the said Court then there her certain Plaint against
Sawpoo Reddy Veerabadra Naicker in a Plea of Trespass on
the Case and there are Pledges
for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say
Fort Saint George

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Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year one Thousand Eight hundred and Nine.

Fort Saint George } Seignoor an inmail puts in her place William Light
Madras to Wit } her Attorney against Sanpoo Reddy Veerabadra Naicker
in a Plea of Trespass on the Case.

Fort St George } The said Sanpoo Reddy Veerabadra Naicker in his own
Madras to Wit. } proper person at the Suit of the said Seignoor inmail
in a Plea aforesaid.

Fort Saint George } Be it Remembered that on the Second Term in the
Madras to Wit } Year one thousand eight hundred and Nine before the
Supreme Court of Judicature at Madras came Seignoor in-
mail by William Light her Attorney and brought into
the said Court then there her certain Plaint against
Sanpoo Reddy Veerabadra Naicker in a Plea of Trespass on
the Case and there are Pledges
for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words that is to say

Fort Saint George

Fourth Term 1809

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Mr Ino Hampshire filed 2 August 1809

Fort Saint George Madras to wit. Trepoorarm-
maul by William Light her Attorney Com-plains
of Paupoo Reddy Veerabadra Naicker 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 &
Paupoo Reddy Veerabadra Naicker heretofore to wit on
the Nineteenth day of August in the year of our Lord
one Thousand Eight hundred and Eight by a Certain
Bond in writing in the Malabar Language According
to the Custom of such Natives the date whereof is on
the day and year aforesaid therein discribed as on
the Nineth day of the Month of Auvany in the year
Veelava at Madras aforesaid Acknowledged to have
Borrowed and Received of the said Trepoorarmmaul
therein discribed as Widow of Streeparavenkadoo &
Moodaliar Deceased the Sum of one Hundred and
Fifty Star Pagodas of the Current Money of Madras
aforesaid which said Sum of Money he the said
Paupoo Reddy Veerabadra Naicker thereby Engaged
to repay the said Trepoorarmmaul on or before the
Tenth day of March one thousand Eight hundred and
Nine then next Ensuing with all such Interest as
should or might become due thereon at and after the
rate of Twelve Per Cent Per Annum Whereby and by
force of the Customs and Laws of such Natives the

said Pauyoo Reddy Veerabadra Naicker became liable to Pay to the said Trepoorasummaul the said Sum of Money in the said Note Mentioned According to the tenor and Effect thereof and being so liable he the said Pauyoo Reddy Veerabadra Naicker in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and there faithfully promised the said Trepoorasummaul to Pay her the said Sum of Money in the said Note Mentioned According to the tenor and Effect thereof AND Whereas the said Pauyoo Reddy Veerabadra Naicker afterwards to wit on the Second day of August in the year one Thousand Eight hundred and Nine at the Madras aforesaid was indebted to the said Trepoorasummaul in other Three hundred Star Pagodas of the Current money of Madras aforesaid for so much Money by the said Pauyoo Reddy Veerabadra Naicker before that time had and Received to and for the use of the said Trepoorasummaul and being so indebted he the said Pauyoo Reddy Veerabadra Naicker in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Trepoorasummaul to Pay her the said last Mentioned Sum of Money so

Whereas

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ember to the said Pauper Reddy Veerabadra Naicker &c
should be there afterwards Requested And Whereas &
also the said Pauper Reddy Veerabadra Naicker &c
afterwards to wit on the same day and Year last
aforesaid at Madras aforesaid was indebted to the
said Prosecutor in other Three Hundred Star
Pagodas of like Current Money of Madras aforesaid
for a Month Money by the said Prosecutor before
that time Paid laid out and Expended to and for the
use of the said Pauper Reddy Veerabadra Naicker at his
Special instance and Request and being so indebted he
the said Pauper Reddy Veerabadra Naicker in &
Consideration thereof afterwards to wit on the same day
and year last aforesaid at Madras aforesaid Undertook
and then and there faithfully promised the said &
Prosecutor unmarried to Pay him the said last mentioned &
Sum of Money when he the said Pauper Reddy &
Veerabadra Naicker should be thereto afterwards requested
And Whereas also the said Pauper Reddy Veerabadra
Naicker afterwards to wit on the same day and Year
last aforesaid at Madras aforesaid was indebted to the
said Prosecutor in other Three Hundred Star &
Pagodas of like Current Money of Madras aforesaid for

So

so much Money by the said Trepoorammaul before
that time lent and advanced to the said Paupoo Reddy
Veerabadra Naicker at his special instance and
request And being so indebted he the said Paupoo
Reddy Veerabadra Naicker in consideration thereof
afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Trepoorammaul
to Pay her the said last Mentioned Sume of Money when
he the said Paupoo Reddy Veerabadra Naicker should
be thereto afterwards Requested And Whereas also
the said Paupoo Reddy Veerabadra Naicker afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid Accounted with the said Trepooram-
maul of and Concerning divers other Sums of Money then
due and owing from the said Paupoo Reddy Veerabadra
Naicker to the said Trepoorammaul and then being
in arrear and unpaid upon that accounting he the
said Paupoo Reddy Veerabadra Naicker was then
and there Found to be in arrear and indebted to the
said Trepoorammaul in other Three Hundred Star
Pagodas of like Current money of Madras aforesaid
and being so indebted he the said Paupoo Reddy
Veerabadra Naicker in consideration thereof afterwards
to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there
faithfully

No 99

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faithfully promised the said Trespassmanual to Pay her
the said last mentioned Sum of Money whon he the
said Pungoo Reddy Veerabadra Naicker should the
Monts aforesaids Requested - Yet the said Pungoo
Reddy Veerabadra Naicker Not regarding the said
Lawful Promises and undertakings so made by him in
this behalf as aforesaid but Contriving and fraudulently
intending Craftily and Subtilly to deceive and defraud
the said Trespassmanual hath not yet Paid the said
Several Sums of Money aforesaid or any Part thereof
to the said Trespassmanual Although often Requested
so to do but to Pay the Same or any Part thereof he the
said Pungoo Reddy Veerabadra Naicker Hath hitherto
wholly refused and still doth refuse - To the Damage of
the said Trespassmanual of Three Hundred Star
Pagodas and therefore She brings her Suit &c.

And now in this Fourth Term in the year one
Thousand Eight Hundred and Nine that is to say on the
Fifteenth day of September to which day notice given as well
to the said Trespassmanual as to the said Pungoo Reddy
Veerabadra Naicker and the said Pungoo Reddy
Veerabadra Naicker say nothing in bar or preclusion
of the said Action of the said Trespassmanual by

which

Said Capias

which the said Trespassammaul remains thereon undefend-
ed against the said Pampa Reddy Veerabadra Naicker
for which the said Trespassammaul ought to recover her
Damages by occasion of the premises and afterwards to
wit on the Nineteenth day of the said Month of
September in the Term last aforesaid the said Court
having deligently enquired what Damages the sd
said Trespassammaul hath sustained as well by the
means aforesaid as for her Costs and Charges by her
about her Suit in this behalf expended do find and
adjudge that the said Trespassammaul hath sustained
damages by occasions of the premises over and above
her Costs and Charges of the sum of One Hundred
and Seventy five Star Pagodas and twenty Seven
Fanams and for her Costs and Charges the sum of one
hundred and thirty three Star Pagodas and twenty Nine
Fanams Wherefore it is Considered that the said
Trespassammaul Recover against the said Pampa
Reddy Veerabadra Naicker her 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 three
hundred and Eight Star Pagodas and Eleven Fanams
and the said Pampa Reddy Veerabadra Naicker in
Mercy &c.

Judgment signed for the Plaintiff the 29th day of January 1810
J Shaw Dy Prothy

And thereupon the said Trespassammaul by
(William) Light his Attorney prays the Writ of our Lord the

Fourth Term 1809

the Penny of Five Pagodas to be directed to the Sheriff of Madura commanding him to levy and make of the Goods, Houses, Lands, Debts and other Effects Real and personal of the said Pampoo Reddy Veerabadra Naicker within the jurisdictions of the said Supreme Court of Judicature at Madura aforesaid by Seizure and if it be Necessary by Sale thereof the Sum of Five Hundred and Eight Pagodas & Eleven Fanams which the said Plaintiff recovered against the said Pampoo Reddy Veerabadra Naicker for damages which he hath sustained as well by occasion of the Non performance of certain promises and undertakings made by the said Pampoo Reddy Veerabadra Naicker to the said Plaintiff as for Costs and Charges by him about his Suit in that behalf Expended - and it is granted unto him that he have the said Writ of Fieri Facias returnable here on the Twenty Eighth day of February One thousand Eight hundred and Ten. —

Writ of Fi. Fa. issued the 29. January 1810.

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

Fort Saint George Madras to Wit } Triplicane Chundrapah Moodelliar puts in his Plaint against Moothoo-vanusey Valapah Chitty in a Plea of Debt

Fort Saint George Madras to Wit } The said Moothoovanusey Valapah Chitty in his own proper person at the Suit of the said Triplicane Chundra-pah Moodelliar in the Plea aforesaid

Fort Saint George Madras to Wit } Be it Remembered that In the Vacation after the Fourth Term in the Year one thousand eight hundred and Nine before the Supreme Court of Judicature at Madras came Triplicane Chundrapah Moodelliar by Wellesley Knight his Attorney and brought into the said Court then there his Certain Plaint against Moothoovanusey Valapah Chitty in a Plea of Debt, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say

Fort Saint George

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Plaintiff sells
filed 12th May 1809
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Fort St George Madras to Wit Triplicane
Chundrapah Modelliar by William Light
his Attorney Complains of Moattoovanusey Valapah
Chitty an Hindoo Inhabitant of Madras and as such
a Person Subject to the Jurisdiction of This Honorable
Court of a Plea that he the said Moattoovanusey
Valapah Chitty do render unto him the said
Triplicane Chundrapah Modelliar the sum of One
thousand and four hundred Star Pagodas which he
Owes to and unjustly detains from him For that
Whereas the said Moattoovanusey Valapah Chitty
heretofore to wit on the Sixth day of December in
the Year of Our Lord One thousand Eight hundred
and Eight at Madras aforesaid by his Certain
Writing Obligatory Sealed with the Seal of the said
Moattoovanusey Valapah Chitty 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 Triplicane Chundrapah
Modelliar in the said sum of One thousand
and four hundred Star Pagodas to be paid to the said
Triplicane Chundrapah Modelliar when he the said
Moattoovanusey Valapah Chitty should be thereunto after-
wards requested yet the said Moattoovanusey Valapah
Chitty - Although often requested to Pay the same hath
not yet paid the said sum of One thousand and four

Hundred

hundred Star Pagodas above demanded or any part thereof
to the said Triplicane Chundrapah Modelliar but to pay
the same or any part thereof to the said Triplicane
Chundrapah Modelliar he the said Mootteswarasey
Valapah Chitty hath hitherto wholly refused and still
doth refuse to the said Triplicane Chundrapah
Modelliar his Damage of Ten Star Pagodas and
therefore he brings his Suit &c.a —

Filed Capsule

And Now in this Fourth Term in the
year one Thousand Eight hundred and Nine that
is to say on the Twenty Sixth day of September to
which day was given as well to the said Triplicane
Chundrapah Modelliar as to the said Mootteswarasey
Valapah Chitty to inform the said Court of the
premises Comes the said Triplicane Chundrapah
Modelliar by his attorney aforesaid and the said
Mootteswarasey Valapah Chitty although solemnly
demanded Came not to answer nor did he say
any thing in Bar or preclusion and so forth And the
said Justices having heard the allegations of the
Party Plaintiff and examined the truth thereof
and duly Considered the Evidence produced on the
Part of the said Plaintiff say that the writing
obligatory in the said Declaration Mentioned
is the deed of him the said Mootteswarasey
Valapah Chitty in manner and form as the said

Triplicane

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Triplicane Chundrapah Modellian hath above thereof complained
Judgment signed for against him and he adjudge that the said Triplicane Chundrapah
the Plaintiff do recover Modellian recover against the said Mathoonaiday &
my of February
1810 Pillapah Chitty the Sum of Seven hundred and
& Seven
& by Ruling Ninety four Star Pagodas twenty two Fanams and 20
forty Cash for his Debt and also one Hundred and
Twenty seven Star Pagodas and three Fanams for his
Damages which he hath sustained as well by
occasion of detaining the said Debt as for his Costs and
Charges by him about his Suit in that behalf expended
which said debt and Damages Amount in the whole
to Nine hundred and seventy one Star Pagodas Twenty
four Fanams and forty Cash and that the said &
Triplicane Chundrapah Modellian have his execution
thereof &c.

And thereupon the said Triplicane Chundrapah
Modellian by William Light his Attorney prays the writ
of our Lord the King of Capias ad Satisfaciendum to be &c
directed to the Sheriff of Madras Commanding him to take the
Body of the said Mathoonaiday Vellapah Pillay to satisfy
the said Triplicane Pillaindrapah Modellian of Nine hundred
and seventy five Pagodas twenty four Fanams and Forty &
Cash for debt and Damages which he had sustained as
well on occasion of the detention of the said debt Costs

and

and Charges by him about his Suit in that behalf
Expended and it is granted unto him, Returnable here
Writ of Ca. ad. Sa.
issued 1st. February on the Seventh day of February instant
1810-