495

DECREE BOOK

1803 to 1807

1

1795

1805

Hearing Dated 19th September 1800

H

Hassawrng a ... past by Caumoo Ummall his Mother Vs. Wamdo and Anr Sons Vs.
Decree on hearing against One Defendant and Pro confesso against the other Dated 30th September 1800

Vencataramah chitty Chinna vs Sunkoo Ramah chitty
Order on further directions Dated 26 April 1806

Vencataram chitty and Anr an Infant vs Dala Gooroovappa chitty and Anr
Order on further directions Dated 6th May 1806

Vencamall Widow Vs of Tolesay Naick dec vs Rungia
Decree on Hearing Dated 2d October 1806
Order on Re-hearing Dated 21st February 1807

W

Waddle James vs Harry Harwood Smith Exor of Wm M. Gib
Decree on Bill and answer Dated 7th august 1800

Wotcott Esqr Geo Fh Thatts Genbat the Relation of vs W. D. Bre
Decree on Bill and answer Dated 22d april 1805
Order on further Directions Dated 19th October
Order on further Directions Dated 18th November

Y

Young Char Wallace Orgl Deft and Cross Dft and Edward
Orgl Deft and Nebuchadnezzar Lee vs John Shaw Orgl Pl
Decree on Hearing Dated 3 March 1806

Trevengadoo Pillay Nayaroo vs N. Iyan Saumy Pillay and Others
Decree on Hearing Dated 22d September 1807

U

United Company of Merchants of England trading to the East Indies vs Sarah Ann Smart Widow Vs and Ant
Decree on Bill and Answer Dated 22d April 1805

V

Vencata Runga Pillay vs The United Company of Merchants of England trading to the East Indies
Decree upon Bill and Answer Dated 25th July 1805

Verdapah chitty Cotta and Others vs Rasa Johannes Baboo
By Original and Revivor
Decree Bill taken Pro confesso Dated 17th September 1803

Viswaniadom Infant by Mooroogappa Mood his Paternal Uncle
Sabanpaty Mood and Others
Decree upon Bill and Answer Dated 4th August 1804
Order on further directions Dated 6th May 1806

Vencata Dosery Naick Son Vs of Nawranapah Naick dec vs
Brammy and Others
Decree on

Vee ... Answer In

premises or any part or parts thereof shall be obtained do forthwith join in and execute all such reasonable and proper Conveyances and assurances of such premises or part or parts thereof respectively as shall be required of them respectively and as shall be approved by the said Master And it is further ordered that after payment of their Purchase Monies according to the intents of this Decree that the Purchasers respectively of the aforesaid Premises be discharged of the same Monies & be not required to see to the application thereof - and that after the Reports of their respective purchases be duly confirmed by the Order of this Court, the title deeds which shall concern their respective purchases and which shall be as well in the possession or power of the Defendants as the Complainants be forthwith delivered over to the said Purchasers and as to such parts of the premises Mortgaged mentioned in by the bill as the Master shall judge not needful to be sold It is further ordered that when and so soon as the Complainants shall have received satisfaction of the Monies adjudged to them by this Decree they do deposit the Title Deeds relating to the same premises that shall remain uncalled with the said Master and do release their charge upon the same in such Manner as the said Master shall direct - and all Persons Purchasers of the aforesaid Premises or of any parts thereof are to be at liberty to apply to this Court concerning their respective Purchases as they shall see occasion or be advised -

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...derath P. and Ant vs Soobaroy Pill
Decree on Bill and Answer Dated 6th August 1...

R

...mavaar ...Bramny Veeraraghavaram vs Colingaroy Moodg and Others
Decree on Bill and Answer Dated 22d March 1805

...rutty Eyer vs Rookandnammah and Others
Order on further directions Dated 2d October 1806

Pillay Venkata vs The United Company of Merchants of England
the East Indies
Decree upon Bill and Answer Dated 25th July 1803

S

...nah Pillay vs V Ramasawmy Bramny and Others
Decree upon Hearing Dated 24th December 1804

...arquis Executor &c of C. Agamul dec'd vs P. I. Pettum admr
Abraham dec'd
Decree upon Hearing Dated 27th July 1805

...Vaccallamaran vs Shake Moorath
Decree on Bill and Answer Dated 23d April 1806

James & John Tulloch and Others
Order on Bill and Answer Dated 26th April 1806

John Surviving Executor of Anna Johannes ter Jacob dec'd vs
and Ant.
Decree on Bill and Answer as against the Defts C. Loyd and Bill taken
Pro Confesso against the other Defts Dated 12th July ...

T

Widow Vanc vs Sreeparambadore Vadachella Moodr & Others
Decree on Hearing Dated 4th August 1803

Decree
Order of Rehearing Dated 6th May ...

...tu Comarappa Moodr Mily Vanc vs Mootoamarah Chetty & Others
Decree Bill taken Pro Confesso Dated 6th May 1806

Mafolamoney Moodr Coottampraukem vs Thos Chase and Others
Decree on Bill and Answer as against the whole of the Defts but the Defts &
Mary Donald and as against him Bill taken Pro Confesso Dated 15th Sept 1806

Mootiah Moodr Mily vs C. Soobaroy Moodr and Others
Decree on Bill and Answer as against the Defts but the Defts Ryah Sawmy Moodr
and as against him Bill taken Pro Confesso Dated 22d Sept 1807

O

Joinally Beg and Ant Origl Plfts and Cross Defts and Yagambrum Moodr
Original Defts and Cross Plfts
Decree on Hearing Dated 18th October 1805

...es Thomas and Others vs Rathana Baree and Ant
Decree on Hearing Dated 20th February 1807

P

...ttoom Stephen Jacob and Others vs Sarquis Satur and Others
Decree on Bill and Answer Dated 22d July 1805

...hilip Jacob vs Sarquis Satur and Ant
...el on Bill and Answer Dated 26th April 1806

...lay and Ant
...807

premises or any part or parts thereof shall be obtained do forthwith join in and execute all such reasonable and proper Conveyances and assurances of such premises or part or parts thereof respectively as shall be required of them respectively and as shall be approved by the said Master And it is further ordered that after payment of their Purchase Monies according to the intents of this Decree that the Purchasers respectively of the aforesaid Premises be discharged of the same Monies & be not required to see to the application thereof - and that after the Reports of their respective purchases be duly confirmed by the Order of this Court, the title deeds which shall concern their respective purchases and which shall be as well in the possession or power of the Defendants as the Complainants be forthwith delivered over to the said Purchasers and as to such parts of the premises Mortgaged mentioned in by the bill as the Master shall judge not needful to be sold It is further ordered that when and so soon as the Complainants shall have received satisfaction of the Monies adjudged to them by this Decree they do deposit the Title Deeds relating to the same premises that shall remain uncold with the said Master and do release their charge upon the same in such Manner as the said Master shall direct - and all Persons Purchasers of the aforesaid Premises or of any parts thereof are to be at liberty to apply to this Court concerning their respective Purchases as they shall see occasion or be advised -

f: 34

In the Supreme Court of Judicature at Madras

Equity side

Monday the 25th day of July one Thousand eight hundred and three and in the 43d Year of the Reign of His Majesty King George the Third Beharry Vencata Runga Pillay - Complainant and the United Company of Merchants of England trading to the East Indies - Defendants -

This Cause Coming on this day to be heard and debated in the presence of the advocate learned on the part of the Defendants On reading the Bill of Complaint - The Answer and further answer of the Defendants thereto - and upon debate of the Matter and hearing what was alledged by the Counsel on the part of the Defendants - and upon due Consideration had thereon - This Court doth think fit to Order and Decree and it is accordingly ordered and Decreed that the Defendants do pay to the Complainant the several Sums of Porto Novo Pagodas, eighteen thousand and three hundred, and Star Pagodas Two thousand and five hundred mentioned in the pleadings and making together the sum of Star Pagodas Seventeen thousand, Seven hundred and fifty, but without any interest thereon and that the bond in the pleadings ~~& herein~~ mentioned ~~to bear date the Twenty fifth day of December 1799~~ and taken by the board of Revenue in the penal Sum of Pagodas

Twenty

Harass

Twenty Thousand, ~~from Owenbacholla Pillay and Vijia Pillay as Securities~~ for the appearance of the Complainant and in Matters not Cognizable by the said Board, be delivered up to be Cancelled and that the bill do stand dismissed as to the Other Matters therein Contained and that the Complainant do pay his own Costs of suit—

By the Court

H. Semple

Dy Reg

In the Supreme Court of Judicature at Madras -

Equity side.

Thursday the 4th Day of August 1803 and in the 43d Year of the Reign of His Majesty King George the Third Between Tripcoram Widow of Shreeparoombadore Rimapah Moodeliar deceased and Jaganadom Daughter of the said Shreeparoombadore Rimapah Moodeliar deceased Complainants

and

Shreeparoombadore Vadachella Moodeliar, Collah Ravanapah Chitty, Chinnamanaic Coopum Maselamoney Moodeliar and Teroomanum Vencatachella Moodeliar Executors of Shreeparoombadore Modoo Moodeliar deceased - Defendants -

This Cause Coming on this day to be heard and debated in the presence of the Advocates learned on both sides - On reading the Bill of Complaint, the Joint and Several Answer and further Answer of the Defendants Shreeparoombadore Vadachella Moodeliar, Chinnamaicken Coopum Maselamoney Moodeliar and Teroomanum Vencatachella Moodeliar thereto, the Several Answer of the Defendant Collah Ravanapah Chitty, the Replication of the Complainants and the Rejoinder of the Defendants thereto - and also on reading the Schedule Marked C annexed to the aforesaid further Answer

Answer — and also the Second Interrogatory Exhibited on the part of the Complainants to Covy Venaigum and his Deposition thereto — And on reading also the Exhibit A referred to in the said Interrogatory and purporting to be an original Agreement Malabar Language dated 20th June 1793 given by Streepooram Moodelly in the pleadings of this Cause Named & Mentioned to the Complainants Streepooram and Jagannaudom — a copy of the Translate of which is annexed to the Complainants Bill and is in the words and figures or to the purport and effect following.

Translation of an Agreement Dated 20th June 1793 — "I Streepooram Parroombadore Moodoo Moodeliar of Madras do give this agreement "to Streepooram the wife of my son Ninecappa Moodelly Moodely "Commonly called Cooty Moodelly and to my Grand Daughter "Jagannaudom that is to say — My Daughter in Law Streepooram "and my Grand Daughter Jagannaudom are to live under at my "House untill my Life time and I do hereby engage to maintain "them with food and apparel without Deficiency — That after my "Death If you should not some times find in good terms with "my Grand Sons in living at my House, I have in such case for food "and apparel and Charitable acts Kept as an Estate the sum of one "thousand Pagodas to Streepooram and Two thousand Pagodas to "Jagannaudom and You are to appropriate the Interest thereof to the "Charges attending the Food and apparel and Charitable acts — That "the said Sum of 3000 Pagodas which is Kept for you is to be "enjoyed after you by my Grand Sons. Vadachelam Teagarajan and Annasawmy — This I have Voluntarily given this agreement "(signed) Streepooram Parroombadore Mootoo — Witnesses signed, Covy "Venaigum — Vadachelam" — A true Translation as near as can be from the Malabar Language — Ponganaudom Interpreter" And on reading also the first Cross Interrogatory administered to Covy Venaigum on the part of the Complainants and his Deposition thereto — And also the Registry of the Letters of Administration to the estate of Streeparambadore Ninecapah Moodelly granted to Streeparoombadoor Moodoo Moodelly, and the Caveat entered by the Complainants to the granting such Letters — And upon debate of the Matter and hearing what was alledged by the Counsel on both sides, and upon due Consideration had thereon — This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Complainants are entitled to the benefit of the aforesaid agreement recited in the Bill and therein mentioned to bear date the 20th of June 1793 — and that it be referred to the Master to take an account of the amount of Interest respectively due to them under the said agreement upon the two several Sums of Two thousand Pagodas and one thousand Pagodas therein Mentioned, such interest to be Calculated from the period when the said Complainants quitted the family house, and that the said Master do also take an account of such Sums as the said Complainants shall appear to have received from the Defendants since the death of the said Testator Streeperoombadore Moodoo Moodeliar deducting the amount thereof from the amount of the Interest to be Calculated as aforesaid And that the said Defendants do pay to the Complainants such Balance

balance as after making such Deduction shall appear to be due and
coming to them respectively - And it is further Ordered and Decreed
that the said Master do Consider of a proper Security for the investing
of the said two Several Sums of Two thousand Pagodas and one
thousand Pagodas in the said agreement mentioned for the benefit
of the Complainants respectively during their respective Lives - and
that the Costs of this Suit be paid by the Defendants out of the
Estate of the said Testator -

By the Court

folio 53 & 54 wards

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 17th of September 1803
and in the 43d Year of the Reign of His
Majesty King George the Third between
Cotta Erdapah Chitty, Narrain Sawmy,
William Abbott, Richard Arthur
Maitland and Moses Cachick Karackel
Complainants - and Rosa Johannes
Baboom, Antony Babeck and Philip
Moorat - Defendants -

Forasmuch as upon Motion this day made by Mr Ansbacher
Original
Counsel for the Complainants the Substance of the Complainants Bill appeared
to be That the Defendant Rosa Johannes Baboom Widow on the first
day of September one thousand eight hundred and one became justly indebted
to Cotta Seva Chitty, a Complainant Named in the said Bill who died
since the filing thereof in the Principal Sum of Four thousand two
hundred and forty five Star Pagodas for Monies lent and
advanced by the said Cotta Seva Chitty to the said Defendant
Rosa Johannes Baboom also previous to that time - and in
order to the due Repayment of the same Sum at a day thence for
with Interest for the forbearance thereof, in the Mean time
the said Rosa Johannes Baboom by her Bond or obligation in
Writing bearing date the same first day of September one
thousand eight hundred and one became bound to the said

Cotta

balance as after Making such deduction shall appear to be due and
coming to them respectively - And it is further Ordered and Decreed
that the said Master do Consider of a proper Security for the investing
of the said two Several Sums of Two thousand Pagodas and one
thousand Pagodas in the said agreement mentioned for the benefit
of the Complainants respectively during their respective Lives - and
that the Costs of this Suit be paid by the Defendants out of the
Estate of the said Testator -

By the Court

folio 55 & 56 ands

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 17th of September 1803
and in the 43d Year of the Reign of His
Majesty King George the Third between
Cotta Verdapah Chitty, Narrain Sawmy,
William Abbot, Richard Arthur
Maitland and Moses Cachick Karackel
Complainants - and Rosa Johannes
Baboom, Antony Babeck and Philip
Moorat - Defendants -

By Original Bill & Subpoena issued

Forasmuch as upon Motion this day made by Mr Anstruther
Counsel for the Complainants the Substance of the Complainants Original Bill appeared
to be that the Defendant Rosa Johannes Baboom Widow on the 5th
day of September one thousand eight hundred and one became justly indebted
to Cotta Seva Chitty a Complainant Named in the said Bill who died
since the filing thereof in the Principal Sum of Four thousand two
hundred and forty five Star Pagodas for Monies lent and
advanced by the said Cotta Seva Chitty to the said Defendant
Rosa Johannes Baboom also previous to that time - And in
order to the due Repayment of the same Sum at a day thence for
with Interest for the forbearance thereof, in the Mean time
the said Rosa Johannes Baboom by her Bond or obligation in
Writing bearing date the same first day of September one
thousand eight hundred and one became bound to the said

Cotta

balance as after Making such deduction shall appear to be due and coming to them respectively - And it is further Ordered and Decreed that the said Master do Consider of a proper Security for the investing of the said two Several Sums of Two thousand Pagodas and one thousand Pagodas in the said agreement mentioned for the benefit of the Complainants respectively during their respective lives - And that the Costs of this Suit be paid by the Defendants out of the Estate of the said Testator -

By the Court

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 17th of September 1803
and in the 43d Year of the Reign of His
Majesty King George the Third between
Cotta Erdapah Chitty, Narrain Sawmy,
William Abbott, Richard Arthur
Maitland and Moses Cachick Karackel
Complainants - and Rosa Johannes
Baboom, Antony Babeck and Philip
Moorat - Defendants -
By Original Bill & Bill of Revivor

Hornanuck as upon Motion this day made by Mr Ansthruther Counsel for the Complainants the Substance of the Complainants Original Bill appeared to be that the Defendant Rosa Johannes Baboom Widow on the first day of September one thousand eight hundred and one became justly indebted to Cotta Seva Chitty, a Complainant Named in the said Bill who died since the filing thereof in the Principal Sum of Four thousand two hundred and forty five Star Pagodas for Monies lent and advanced by the said Cotta Seva Chitty to the said Defendant Rosa Johannes Baboom also previous to that time - and in order to the due Repayment of the same Sum at a day thence forth with Interest for the forbearance thereof, in the mean time the said Rosa Johannes Baboom by her Bond or obligation in writing bearing date the same first day of September one thousand eight hundred and one became bound to the said

Cotta

balance as after Making such deduction shall appear to be due and Do coming to them respectively - And it is further Ordered and Decreed that the said Master do Consider of a proper Security for the investing of the said two Several sums of Two thousand Pagodas and one thousand Pagodas in the said agreement mentioned for the benefit of the Complainants respectively during their respective lives - and that the Costs of this Suit be paid by the Defendants out of the Estate of the said Testator -

By the Court

folio 53 & 54 overd

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 17th of September 1803 and in the 43d Year of the Reign of His Majesty King George the Third between Cotta Cridapah Chitty, Narrien Sawmy, William Abbott, Richard Arthur Maitland and Moses Cachick Karachel Complainants - and Rosa Johannes Baboom, Antony Babeck and Philip Moorat - Defendants -

By original Bill & Answers

Horsmuck as upon Motion this day made by Mr Amsinck Counsel for the Complainants the Substance of the Complainants Original Bill appeared to be that the Defendant Rosa Johannes Baboom Widow on the first day of September one thousand eight hundred and one became justly indebted to Cotta Seva Chitty a Complainant Named in the said Bill who died since the filing thereof in the Principal Sum of Four thousand two hundred and forty five Star Pagodas for Monies lent and advanced by the said Cotta Seva Chitty to the said Defendant Rosa Johannes Baboom afor previous to that time - and in order to the due Repayment of the same Sum at a day thence for with Interest for the forbearance thereof, in the mean time the said Rosa Johannes Baboom by her Bond or obligation in Writing bearing date the same first day of September one thousand eight hundred and one became bound to the said

Cotta

balance as after Making such deduction shall appear to be due and coming to them respectively - And it is further Ordered and Decreed that the said Master do Consider of a proper Security for the investing of the said two Several Sums of Two thousand Pagodas and one thousand Pagodas in the said agreement mentioned for the benefit of the Complainants respectively during their respective lives - And that the Costs of this Suit be paid by the Defendants out of the Estate of the said Testator -

By the Court

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 17th of September 1803
and in the 43d Year of the Reign of His
Majesty King George the Third between
Cotta Cerdapah Chitty, Narrain Sawmy,
William Abbott, Richard Arthur
Maitland and Moses Cachick Karackel
Complainants - and Rosa Johannes
Baboom, Antony Babeck and Philip
Moorat - Defendants -

By Original Bill & Writ of Subpoena

Normanuck as upon Motion this day made by Mr Arthur
Counsel for the Complainants the Substance of the Complainants Original Bill appeared
to be that the Defendant Rosa Johannes Baboom Widow on the 1st
day of September one Thousand eight hundred and one became justly indebted
to Cotta Seva Chitty a Complainant Named in the said Bill who died
since the filing thereof in the Principal Sum of Four thousand two
hundred and forty five Star Pagodas for Monies lent and
advanced by the said Cotta Seva Chitty to the said Defendant
Rosa Johannes Baboom also previous to that time - and in
order to the due Repayment of the same Sum at a day thence for
with Interest for the forbearance thereof, in the Mean time
the said Rosa Johannes Baboom by her Bond or obligation in
Writing bearing date the same first day of September one
thousand eight hundred and one became bound to the said

Cotta

Cotta Seva Chitty in the Penal Sum of eight thousand four hundred and ninety Star. Pagodas with a Condition for making the same Void on Payment by the said Rosa Johannes Baboom her Heirs Executors Administrators or assigns to the said Cotta Seva Chitty his Heirs Executors Administrators or assigns of the said Principal Sum of Four thousand two hundred and forty five Pagodas and Interest at the rate of twelve per Cent per Annum in Six Months from the date thereof – And that for the better and Collaterally securing the due payment of the said Principal Money and Interest at the period of time by the said Condition of the said Bond prescribed for the payment thereof the said Defendant Rosa Johannes Baboom by a Deed Poll or Instrument in writing under her hand and Seal (and adjoined to the said Bond and Condition according to the Custom and practice used in Madras in like Cases) Did grant bargain sell assign and set over unto the said Cotta Seva Chitty his Heirs Executors administrators or assigns a large upper roomed House and two pieces of ground Situated at Mootal Pettah in Armenian Street between the Houses of Coja Shamier Sultan and Mr John De Fries as per Bill of Sale dated the Twenty seventh day of September in the year one thousand Seven Hundred and Ninety four and all Principal and Interest due and to grow due thereon and all the right title interest claim or demand whatsoever of her the said Defendant Rosa Johannes Baboom of in or to the same – and the said Defendant Rosa Johannes Baboom Did in and by the said Deed Poll authorize and empower the said Cotta Seva Chitty (in case of default being thereafter made in payment of the said Sum of Four thousand two hundred and forty five Pagodas when the same should become due and on giving to her three days Notice) to sell and dispose of the said House and two pieces of ground thereby assigned and to pay and apply the proceeds of such Sale in discharging the principal and interest due on the said Bond – and that at the time of the date and Execution of the said recited Deed Poll and together therewith the said Defendant Rosa Johannes Baboom did deliver into the hands and custody of the said Cotta Seva Chitty the Bill of Sale in the aforesaid Deed Poll referred to and mentioned to bear date the twenty seventh day of September one thousand Seven Hundred and Ninety four – whereby Joseph Gyles Sheriff of Fort Saint George Town of Madraspatnam and the district thereof did in pursuance of the Authority therein expressed and for the Consideration therein Mentioned bargain and sell unto Gamadepindee Nagapah Chitty of Madraspatnam the aforesaid house and two grounds therein described as follows that is to say a large Upper roomed House and two grounds late the property of Sarad Coja Mael situated in Mootal Pettah in Armenian Street between the houses of Coja Shamier Sultan and Mr John De Fries the house and one ground measuring in length from East to West ninety feet and in breadth from North to South Eighty feet and the ground adjoining Measuring in length from East to West and in breadth from North to South at the East end Sixty one feet and at the West end Sixty

Cotta Seva Chitty in the Penal Sum of eight thousand four
hundred and Ninety Star. Pagodas with a Condition for Making
the same Bond void on Payment by the said Rosa Johannes
Baboom her Heirs Executors Administrators or assigns to the
said Cotta Seva Chitty his Heirs Executors Administrators or
assigns of the said Principal Sum of Four thousand two Hundred and
forty five Pagodas and Interest at the rate of twelve per Cent
per Annum in Six Months from the date thereof – And that for
the better and Collaterally securing the due Payment of the said Principal
Money and Interest at the period of time by the said Condition of
the said Bond prescribed for the Payment thereof the said Defendant
Rosa Johannes Baboom by a Deed Poll or Instrument in writing
under her hand and Seal (duly executed to the said Bond and
Condition according to the Custom and practice used in Madras in
like Cases) Did grant bargain sell assign and set over
unto the said Cotta Seva Chitty his Heirs Executors Adminis-
trators or assigns a large Upper Roomed House and two pieces
of ground Situated at Mootal Pettah in Armenian Street
between the Houses of Coja Shamier Sultan and Mr John
De Tries as per Bill of Sale dated the Twenty seventh day
of September in the Year one thousand Seven Hundred and Ninety
four and all Principal and Interest due and to grow due
thereon and all the right title interest claim or demand whatsoever
of her the said Defendant Rosa Johannes Baboom of in or to the
same – And the said Defendant Rosa Johannes Baboom
Did by and by the said Deed Poll authorize and empower the
said

said Cotta Seva Chitty (in case of default being thereafter made
in payment of the said Sum of Four thousand two hundred and
forty five Pagodas when the same should become due and on
giving to her three days Notice) to sell and dispose of the said
House and two pieces of ground thereby assigned and to pay and apply
the proceeds of such Sale in discharging the principal and interest
due on the said Bond – And that at the time of the date and
Execution of the said recited Deed Poll and together therewith
the said Defendant Rosa Johannes Baboom did deliver into
the hands and custody of the said Cotta Seva Chitty the Bill
of Sale in the aforesaid Deed Poll referred to and mentioned
to bear date the twenty seventh day of September one thousand
Seven Hundred and Ninety four – whereby Joseph Fyer Esq
Sheriff of Fort Saint George Town of Madrapatnam and the
District thereof did in pursuance of the Authority therein
expressed and for the Consideration therein mentioned bargain and
sell unto Comadepundee Nagapah Chitty of Madrapatnam the
aforesaid house and two grounds thereon described as follows that
is to say a large Upper roomed House and two grounds late the
property of Sarad Coja Maul situated in Mootal Pettah in
Armenian Street between the Houses of Coja Shamier Sultan and
Mr John De Tries the house and one ground measuring in
length from East to West Ninety feet and in breadth from
North to South Eighty feet and the ground adjoining measuring
in length from East to West and in breadth from North
to South at the East end Sixty one feet and at the West end

Sixty.

Sixty seven feet or thereabouts Together with the appurtenances
To hold to the said Gomadesundree Nagapah Chitty his Heirs
Executors Administrators and assigns for ever - On which Bill
of Sale was and is indorsed a Deed Poll under the Hand and
Seal of Benjamin Roebuck as acting Executor to the Estate of
the said Nagapah Chitty theretofore deceased and bearing
date the first day of June in the Year one thousand seven
hundred and ninety seven - whereby the said Benjamin
Roebuck for the Consideration therein mentioned Did bargain
and sell unto the said Rosa Johannes Baboom the same
premises as described in the aforesaid Bill of Sale - To hold
to the said Rosa Johannes Baboom her heirs and assigns
for ever - And it further appeared by the said Bills
that Gregory Marcar Baboom of Madras Merchant having
some time previous to the said Month of September which
was in the Year of our Lord one thousand eight hundred and
one become justly indebted to the Complainant Moses Cachick
Aracher and one Johannes Cachick Arachel of Calcutta
Merchants the said last named Complainants Late Partners
in trade in a Considerable sum of Money the said Gregory Marcar
Baboom did together with the said Defendant Rosa Johannes
Baboom and also the Defendants Antony Babick and
Philip Moorat or some of them make and execute to the
Complainants Moses Cachick Arachel and the said Johannes
Cachick Arachel a joint and Several Bond or obligation
in a Penal Sum Conditioned for the payment of the Principal

Money

Money and interest so due and owing by the said Gregory Marcar Baboom
as aforesaid at a day Subsequent to the date of the said Bond
and previous to the said Month of September And that
the said Principal Money and Interest remained unpaid at the
day so appointed for payment thereof and from thenceforth hitherto
the Monies made payable by the said Bond had been and were
unsatisfied either to the Complainant Moses Cachick Arachel
and the said Johannes Cachick Arachel or either of them or
to any Person or Persons whomsoever on their behalf (otherwise
than by the Security next herein & hereinafter set forth)
And that the Complainants William Abbott and Richard
Arthur Maitland as the Constituted agents in Madras of the
Complainant Moses Cachick Arachel (who after the date of
the said Bond became entitled to the beneficial interest of and in the Monies
thereby secured from and through the said Johannes Cachick Arachel) had made
frequent application to the said Defendants Rosa Johannes Baboom
Antony Babick and Philip Moorat in Madras (the said Gregory
Marcar Baboom having before that time departed from the jurisdiction
of this Honorable Court on a Voyage to China at which place
the said Gregory Marcar Baboom at the time of filing of the
orig. Bill was as the said Complainants verily believe) as well
as the day so as aforesaid appointed for the payment of
the said Principal and Interest Monies as afterwards
And it further appeared by the said Bill that on the Fourteenth
day of September in the said Year one thousand eight hundred and
one there remained and became due upon balance of account for

principal

Principal and interest Money and for Costs and Expences incurred in respect thereof by reason of the last mentioned Bond & Security the sum of Two thousand two hundred and fifty Star Pagodas forty one Fanams and Sixty four Cash of lawful Current Money of Madras — And that on or about the day last mentioned the said Defendants Rosa Johannes Baboom, Antony Babick and Philip Moorat proposed to the Complainants William Abbott and Richard Arthur Maitland and agreed that if the said joint and Several Bond of the said Gregory Marcar Baboom and Rosa Johannes Baboom Antony Babick and Philip Moorat or such other Security as or by reason of which the said balance or sum then remained due to the Complainants Moses Cachick arackel should be delivered up to be cancelled And that the Complainants should forbear and allow a further day of payment for the monies thereby secured they the said Defendants Rosa Johannes Baboom, Antony Babick and Philip Moorat would make and Execute to the Complainants (in trust for the Complainants Moses Cachick arackel) a new Bond Security for the said Sum of Two thousand two hundred and fifty Star Pagodas forty one Fanams and Sixty four Cash payable with Interest to the Complainants William Abbott & Richard Arthur Maitland at a future day — and would further and better secure the due and punctual payment of the said Sum and Interest by the Mortgage hereinafter set forth and also that the Complainants William Abbott and Richard Arthur Maitland having on their part and with the authority of their said Constituents agreed to the said accommodation, the Complainants William Abbott and Richard Arthur Maitland delivered up to the said Defendants or some or one of them for their joint Inchalues. the said joint and Several Bond of the said Gregory Marcar Baboom and the Securities aforesaid to be Cancelled — and the said Defendants Rosa Johannes Baboom — Antony Babick and Philip Moorat made and Executed their joint and Several Bond or Obligation to the Complainants William Abbott and Richard Arthur Maitland bearing date the said fourteenth day of September in the said Year one thousand eight hundred and one whereby they became jointly and Severally bound to the Complainants last named in the penal Sum of Five thousand Star Pagodas of lawful current Money of Madras with a Condition thereunder written for making void such last mentioned Bond on payment by the said Defendants, Rosa Johannes Baboom Antony Babick and Philip Moorat or any or either of them their or any or either of their Heirs Executors or Administrators to the Complainants last named their Executors Admors or assigns of the said Sum of Two thousand two hundred and fifty Pagodas forty one Fanams and Sixty four Cash of like lawful current Money of Madras together with Interest for the same at or after the rate of Twelve per Cent per annum on the fourteenth day of February then next ensuing and at the time of the last mentioned Bond in the year one thousand eight hundred and two — And also that for

for the More effectually Securing the due payment of the said last Mentioned Principal Sum and interest at the time last aforesaid the said Defendts Rosa Johannes Baboom, Antony Babick and Philip Moorat made and Executed a Deed Poll of assignment by way of Mortgage under their respective Hands and Seals and bearing even Date with the last mentioned Bond or obligation whereby they the said Defendts Rosa Johannes Baboom, Antony Babick and Philip Moorat for the Considerations aforesaid and for other Considerations therein Mentioned did (according to their respective titles, estates and interest of or in the premises therein after Mentioned and as far as they Severally lawfully could or Might) grant bargain, sell, assign, transfer, set over and Confirm unto the Complainants William Abbott and Richard Arthur Maitland their Executors Administrators and assigns all that the Messuage Tenement or dwelling House and Premises of or belonging to them the said Defendants Rosa Johannes Baboom - Antony Babick and Philip Moorat or some or one of them which was situate in armenian Street in the Black Town of Madras between the Houses of Mr Shamier and Mr John De Fries, and which was then in Mortgage to the Complainant Colla Seva Chitty (and which Tenements or Hereditaments the Complainants Now are the same with the premises Comprised in and intended to be charged by the aforesaid Deed Poll adjoined to the said recited Bond) together with all and Singular the rights Members and appurtenances

appurtenances to the same premises belonging and all the Estate right title interest use trust equity and benefit of Redemption property possession Claim and Demand whatsoever as well in Equity as at Law of them the said Defendants Rosa Johannes Baboom, Antony Babick and Philip Moorat and of each and every of them of in or to the same premises To hold unto the Complainants William Abbott and Richard Arthur Maitland their Heirs Executors Administrators and assigns from thenceforth for and during all such legal or equitable and possessory or Reversionary Estate term and interest as they the said Defendants Rosa Johannes Baboom - Antony Babick and Philip Moorat and every or any or either of them or any Person or Persons in trust for them or any or either of them had or could have or hold therein and according to the Nature of such their tenure estate and interest in as full and beneficial a manner as they or any or either of them might or could hold or enjoy the same Subject Nevertheless to the said Mortgage debt or incumbrance due to the said Colla Seva Chitty and then charged upon and affecting the same premises - and also Subject to a proviso or Condition in the now recited Deed Poll contained for making void the same on payment by the said Defendants Rosa Johannes Baboom Antony Babick and Philip Moorat or any or either of them their or any or either of their Heirs Executors or

Administrators

Administrators to the Complainants William Abbott and Richard
Arthur Maitland their Executors Administrators or assigns
of the said Sum of Two Thousand two hundred and fifty
Pagodas forty one Fanams and Sixty four Cash with such
interest as should become due thereon on the said Fourteenth
day of February then next and ~~now~~ at the time of filing the said Bill
Year of our Lord One Thousand eight hundred and two - and
the said Defendants Rosa Johannes Baboom Antony Babick
and Philip Moorat in and by the said Deed Poll ~~now in~~
~~recited~~ did for themselves Severally and respectively and
for their Several and respective Heirs Executors and
Administrators Covenant promise and agree to and with the
Complainants William Abbott and Richard Arthur
Maitland their Executors administrators and assigns
(amongst other purposes) That the said Complainants Rosa
Johannes Baboom, Antony Babick and Philip Moorat
and each and every of them their and each and every
of their Heirs Executors and Administrators should
and would from time to time and at all times after default
should be made in payment of the said Principal Sum and
interest intended to be thereby Collaterally secured make
do and execute or cause and procure to be made done
and executed all such further and other lawful and
reasonable acts deeds grants assignments and assurances
in

in the Law whatsoever for the more effectually and absolutely granting
and Confirming the premises thereby assigned unto the Complainants William
Abbott and Richard Arthur Maitland their Executors
Administrators and assigns (subject only as aforesaid) as by
the Complainants last mentioned their Executors Administrators or
assigns or their Council in the Law should be reasonably devised
and required as ~~in and by the said several Bonds or obligations in~~
~~writing Deeds Poll and Bill of Sale now in the possession of the Complain~~
~~ants Exhibited and Bill of Sale now in the possession of the Complain~~
~~ants Exhibited and Bill of Sale now in the possession of the Complain~~
~~and which are ready to be produced to this Honble Court~~ - And
it further appeared by the said Bill that the Complainants respectively
as well on the days so as aforesaid appointed respectively for the
payment of the said Principal Sums of Four Thousand two hundred
and forty five Pagodas and Two Thousand two hundred and fifty
Pagodas forty one Fanams and Sixty four Cash respectively with
Interest as aforesaid made frequent applications to the said Defendants
Johannes Baboom, Antony Babick and Philip Moorat respectively
them to pay the same to the Complainants respectively - And the
Complainants well hoped that they would have complied with such
request as in Conscience and Equity they ought to have done, but
that at the time of filing the said Bill the said Principal Monies
and Interest thereon respectively remained wholly unpaid &
unsatisfied and that there was at the time of filing the said Bill
due and owing to the said Costa Sena Chitty on his aforesaid
Bond and Mortgage the Sum of Four Thousand and eight hundred
Pagodas or thereabouts and to the Complainants William Abbott &

and Richard Arthur Maitland as Trustees for the Complainant Moses Cachett divided as aforesaid the Sum of Two thousand & five hundred Pagodas or thereabouts — and that the Defendants had refused to consent to a Sale & disposition of the said Mortgaged Premises according to the authority Contained in the Instrument or Deed Poll by way of Mortgage first hereinbefore recited in order that the Monies arising therefrom may be applied in discharge of the said Several and respective Sums so due and owing to the Complainants respectively as aforesaid Wherefore pray'd by the said Bill that the said Defendants rights may be Decreed by this Honble Court to come to a just and fair account with the Complainants respectively for the Principal Monies & Interest now due & owing to the Complainants on the said Several Securities as aforesaid and may pay the same to the Complainants might together with such Costs as the Complainants might incur & be put to in preferring their Bill of Complaint to this Honble Court and in default thereof that the said Mortgaged Premises might may be forthwith sold and that out of the Produce thereof the said Complainants might may receive the Principal Monies and Interest due to them respectively upon the said Several Securities according to the order & priority of their respective Claims as aforesaid together with such Costs as aforesaid — and to be relieved in the Cause of the Complainants Bill

This Court doth perceive think fit to order and Decree
It is accordingly ordered & Decreed that the Master of
this Court do forthwith Calculate and Certify the Sum of Principal
and Interest Monies due to the Complainants Cotta Cardapah
Chitty and Narrain Sawmy Chitty as Representatives of Cotta Sewa
Chitty (the Complainant Named in the original bill who died
since the filing thereof) upon the bond & Mortgage of the Defendant
Rosa Johannes Baboom mentioned in the Bill to bear date
the first day of September 1801 and to have been made to the deceased
Cotta Sewa Chitty - and that the Master do in like Manner
Calculate & Certify the Sum of Principal and Interest due to
the Complainants William Abbott Richard Arthur Maitland
& Moses Cachick Attacked or to come or one of them upon
the joint & Several bond of the Defendants bearing date the
14th day of September 1801 and the Deed Poll of assignment
by way of Mortgage of even date which are mentioned in the
bill to have been Executed by the Defendants respectively
to the Complainants William Abbott & Richard Arthur
Maitland - and that the Master do also tax the Complainants
the Costs of this Suit - and it is adjudged & Decreed
that the Defendant Rosa Johannes Baboom do pay and
Satisfy to the Complainants Cotta Cardapah Chitty and
Narrain Sawmy (as Representatives of Cotta Sewa Chitty
the obligee in the first mentioned bond Named) the full Sum
of Principal and interest Monies which the Master shall

so

Honble Court and therein did after reciting the
former Bill pray that the Usual Proceedings of the
Court might be issued as aforesaid might Read & be Examined
against the said Defendant Rosa Johannes Baboom
Anthony Baptist & Philip Arnaud and be in the
same State Plight & Condition as the same were in
at the time of the Abatement thereof as in their
further prayed in the said Bill. That a Subpoena to Rejoin
& answer to issue in the said Cause against the Defendt
Anthony Baptist thereby Commanding him at a certain
day & under certain pain therein to be limited personal
Whereupon Writ
And whereas a Subpoena to answer Costs was duly
served upon the said Defendt A. B. but he hath
duly appeared in the said Court to the said Bill
upon him but Whereupon the said Defendt
Proceedings hath been duly served as hereupon
Thereupon the said Defendt hath been duly served
And whereas the Period limited as by the
Rules & Orders of this Court for the said
Defendt for putting in his answer to the said
Bill hath long since elapsed and he the said
Defendt hath wholly neglected to
put in his answer to the said Bill
Whereupon the Complt prayed process of Attachment
against the said Defendt to compel him to
put in his answer to the said Bill which
said Writ hath been duly issued and
returned by the Sheriff of this Island
And whereas the said Defendt hath not
since appeared to the said Bill
And whereas the Complt hath moved this Court
that the said Bill may be taken pro confesso as
against him the said Defendt
Whereupon it is
ordered that the said Bill be taken pro confesso as
against the said Defendt accordingly

respectively be at liberty to apply to the Court concerning the same surplus as they shall be advised

By Release

such their or his purchase shall be confirmed by the order of this Court) and that when and so soon as a Confirmation of the Master's Report or Reports of purchase shall be obtained and payment of the purchase Monies shall be made all proper Parties do join in and Execute to the Purchaser or Purchasers (so having been confirmed and so having paid their or his purchase Monies) all reasonable & proper Conveyances and Assurances as shall be approved by the said Master and that the title deeds which shall concern his or their respective purchases & which shall lie in the possession or power as well of the Defendants as of the Complainants or of some or one of them be forthwith delivered over to the Purchaser or Purchasers aforesaid and that every and all Person & Persons, Purchaser or Purchasers as aforesaid be at liberty to apply to the Court as he she or they shall see occasion And if of the proceeds & sale of the aforesaid mortgaged Premises (after payment of all Costs Charges and Expences as aforesaid in full Satisfaction and discharge of all Principal and interest Monies which the Master shall find to be Charged thereon & to be due up to the time of his aforesaid apportionment) any Surplus shall remain that the same be paid by the Purchaser or Purchasers aforesaid into the Registry of the Court in trust in this Cause and be carried to the account of the Defendants in this Suit and be subject to the further order of the Court and that the Defendants respectively

In the Supreme Court of Judicature at Madras

Equity side

The Right Hon.ble Charles Earl Cornwallis Knight Governor General in Council &c &c &c

The Hon.ble William Petrie Esquire President and Governor in Council of Fort St George &c &c &c

Wednesday the 21st. day of September One Thousand eight hundred and three and in the 43d. year of the Reign of His Majesty King George the Third

Between Samuel Makerpeck Esquire Complainant - and Suncoo Rookeen Pedda Widow and Suncoo Sarvadeen Chetty, Suncoo Vencatachellum Chetty & Ramah Chetty Brothers and Heirs at Law of Kin of Suncoo Pedda Kistnama deceased - Defendants

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides on the part of the Plaintiff's Bill appeared to be that Suncoo Pedda Kistnama Chetty late of Madras Inhabitant deceased being in his life time or pretending to be possessed of an entitled to the Houses Grounds Garden and Premises hereditaments & hereinafter Mentioned and having occasion for sum of Money did apply to the Complainant to lend advance him the sum of three thousand Star Pagodas and in order to secure the repayment of the same with Interest at and after the rate of Twelve per Cent per Annum did propose to Mortgage to the

Madras Valued at five hundred and fifty Pagod
House & Garden in Allepallam of Triveliore Co
Value of three thousand and five hundred Pagod
and by the Title Deeds thereof more particularly
and Mentioned together with the Bill of Sale and
Deeds thereof And the said Pedda Kistnam
in and by the said last Mentioned Instrument
and agreement with the Complainant, That
should be thereafter Made in payment of the said three
thousand Pagodas with Interest according to the
the said Bond that then he the said Pedda Kist
did thereby for himself his Heirs Execu
trators authorize and empower the Complainant (giving
said Pedda Kistnama thirty days Notice) to sell a
dispose of the said Mortgaged Premises and to pay
apply the proceeds of such Sale in discharging the pri
and Interest due on the said Bond as by the said Bill
and Instrument by way of Mortgage together with the Title
Deeds of the said Mortgaged Premises delivered by
the said Pedda Kistnama to the Complainant and at the
time of filing the said Bill, in his Possession the
to be produced would more fully appear And it further
appeared by the said Bill that the said Pedda Kistnama
departed this life about the Tenth day of June in the year of

our

Complainant the said Houses Grounds Garden and Premises
Whereupon he was so Desirous & entitled unto
that he accordingly Complied with the Request of the said
Pedda Kistnama and died on or about the thirteenth day
of May one thousand seven hundred and ninety seven
lend him the Sum of three thousand Star Pagodas
for the Securing the Repayment thereof with such Interest
as aforesaid The said Pedda Kistnama did Execute
unto the Complainant a certain Bond bearing date the day and
year last Mentioned in the Penal sum of six thousand Pagodas
and for the Payment of the said Sum of three thousand Pagodas
with Interest as aforesaid on Demand and by a Certain
Instrument in Writing in the Nature of a Mortgage subjoined or
annexed to the said Bond according to the Practice in Madras in
like Cases the said Pedda Kistnama did Grant bargain
sell assign and set over unto the Complainant his Heirs
Executors Administrators or assigns a Certain House
and Ground situated in Canamalle Dosses Street in the
Black Town of Madras of the Value of one thousand one
hundred and twenty Pagodas a certain other House
and Ground situated in St Xaviers Street in the
Black Town of Madras and of the Value of six hundred
Pagodas - a Certain other House and Ground situated in
Suncoo Rama Chittys Street in the Black Town of
Madras

In the Supreme Court of Judicature at Madras

Equity side

Wednesday the 6th Day of April 1803
and in the 43d Year of the Reign of His
Majesty King George the Third Between
George Lys Sarguis Satur and John
De Monte Complainants and Pauliam
Yagapah Chitty and Pauliam Mootiah Ch
Defendants -

Upon opening the Matter on this day to this Co
by Mr Strutther Counsel for the Complainants the Substance
the Complainants Bill appeared to be That upon the Twentieth
day of June which was in the Year of Christ one thousand eight
and one the Defendants Pauliam Yagapah Chitty and Pauliam
Chitty became and stood justly indebted to the Complainants upo
balance of an account current made up to that time of Matters
trading and dealing which concerned as well them the said Defen
as the said Complainants in their Interests as Partners respectiv
the sum of eight thousand one hundred and fifty seven Star Pago
seven fanams and seventy cash of the Current Money of Madra
Mercahants and that the Defendants on the occasion of such
adjustment of account were desirous of and required from the Co
a day thence forward to be given to them for the discharge of their

so as aforesaid found to be due and in arrear from them and in
Consideration of the granting therefore by the Complainants of a period
of two Months from the day aforesaid the Defendants proposed &
agreed to secure the due payment to the Complainants at the Expira
tion of that period of the aforesaid balance or sum together with
Interest for the forbearance thereof in the mean time at the rate of
twelve per Cent per annum by the Instruments in writing of Bond and
Mortgage therein and hereinafter set forth and also that in pursuance
and performance of each their proposal and agreement and in consid
ation of the premises the Defendants by their Bond or obligation in
writing in the English Language under their hands and Seals respect
and bearing date the said twentieth day of June in the Year of Ch
one thousand eight hundred and one became jointly and severa
held and firmly bound to the Complainants (by their partnership
firm and Style aforesaid and by the addition of Messrs. Lys Sa
and De Monte) in the penal Sum of Seventeen thousand three
and fourteen Star Pagodas eleven fanams and Seventy cash with
Condition thereunder written declaring such obligation to be void
payment by the Defendants their heirs Executors administ
and assigns to the Complainants their heirs Executors adminis
or assigns of the said Sum of eight thousand one hundred and
seven Pagodas five fanams and Seventy Cash and Interes
the rate of Twelve per Cent per annum in two Months an
that in further performance of their aforesaid agreement the D

made executed and delivered to the Complainants together with the sa
Bond another Instrument or Deed Poll in writing under their respe
hands and Seals and bearing even date with the aforesaid obligation
wherein and whereby after reciting among other things that for securing
the repayment of the Sum of Money and Interest made payable by the
Bond aforesaid the Defendants agreed to Mortgage the House and
ground together with all the Godowns adjoining thereunto situated at
Mootal Pettah in Lingey Chitty Street and which said Premises were
then occupied by the Defendants as would appear by the title deeds
thereof lodged on that day with the Complainants. The Defendants
for the Consideration therein mentioned, and for the better securing the
repayment of the said Sum of Eight thousand one hundred and fifty nine
Star Pagodas five fanams and Seventy Cash did thereby Mortgage
assign and make over unto the Complainants (by their partnership
style and firm aforesaid) their heirs Executors Administrators a
assigns the House and ground together with all the Godowns adj
thereto until they the said Defendants should discharge the full amou
of the said Bond. And also that in conformity with the intent of
the said recited Deed Poll by way of Mortgage and for the purposes
thereof the Defendants did at the time of the Making and executing
the aforesaid Bond and Mortgage deliver into the Custody of the Complai
ants (and wherein the same from thence hitherto continually have remain
and now are) the several Title deeds in and by the said Deed Poll
of assignment mentioned or referred to and which Consist of thir
several Certificates in writing Numbered from first to thirty seven

thirty

so as aforesaid found to be due and in arrear from them and in
Consideration of the granting thereof by the Complainants of a period
of two Months from the day aforesaid the Defendants proposed &
agreed to secure the due payment to the Complainants at the Expira-
tion of that period of the aforesaid balance or sum together with
Interest for the forbearance thereof in the mean time at the rate of
twelve per Cent per annum by the Instruments in writing of Bond and
Mortgage therein and hereinafter set forth and also that in pursuance
and performance of each their proposal and agreement and in consid-
ation of the premises the Defendants by their Bond or obligation in
writing in the English Language under their hands and Seals respect-
and bearing date the said twentieth day of June in the Year of Ch
one thousand eight hundred and one became jointly and severa
held and firmly bound to the Complainants (by their partnership
firm and Style aforesaid and by the addition of Messrs. Lys Sa
and De Monte) in the penal Sum of Sixteen thousand three
and fourteen Star Pagodas eleven Fanams and Sixty cash with
Condition thereunder written declaring such obligation to be void
payment by the Defendants their heirs Executors administra
and assigns to the Complainants their heirs Executors admini
or assigns of the said Sum of eight thousand one hundred and
seven Pagodas five Fanams and Seventy Cash and Interes
the rate of Twelve per Cent per annum in two Months an
that in further performance of their aforesaid agreement the D

made executed and delivered to the Complainants together with the
Bond another Instrument or Deed Poll in writing under their
Hands and Seals and bearing even date with the aforesaid obligation
wherein and whereby after reciting among other things that for securing
the Repayment of the Sum of Money and Interest made payable by the
Bond aforesaid the Defendants agreed to Mortgage the House and
ground together with all the Godowns adjoining thereunto situated at
Mootah Pettah in Lingey Chitty Street and which said Premises were
then occupied by the Defendants as would appear by the Title Deeds
thereof lodged on that day with the Complainants. The Defendants
for the Consideration therein mentioned and for the better securing the
Repayment of the said Sum of Eight thousand one hundred and fifty nine
Star Pagodas five Fanams and Seventy Cash did thereby Mortgage
assign and make over unto the Complainants (by their Partnership
style and firm aforesaid) their Heirs Executors Administrators a
assigns The House and ground together with all the Godowns adj
thereto until they the said Defendants should discharge the full amou
of the said Bond. And also that in conformity with the intent of
the said recited Deed Poll by way of Mortgage and for the purposes
thereof the Defendants did at the time of the Making and executing
the aforesaid Bond and Mortgage deliver into the Custody of the Compla
ants (and wherein the same from thence hitherto continually have remain
and now are) the several Title deeds in and by the said Deed Poll
or assignment mentioned or referred to and which Consist of three
several Certificates in writing Numbered Numerically thirty seven

thirty

thirty eight and thirty Nine and respectively bearing date in Fort-
Saint George the first day of May in the Year of Christ 1757 and
under the hands and Seals of John Smith Charles Bouchier and
John Call (being the Committee appointed to distribute ground to
the Inhabitants who had been dispossessed of their Property by
Order of the Governor and Council to form an Esplanade before
the North Front of Fort Saint George) by one of which Certificates
the said Committee did Certify that they did by Vertue of the authority
to them delegated allot and assign unto Chenah Chitty his Heirs
and assigns a piece or parcel of ground Situated in Linga Chitty Street
Measuring in front twenty five feet and an half and in depth Seventy five
making in all one thousand Nine hundred and twelve Square feet To hold
in as full and ample Manner as the ground he was formerly dispossessed of
and by one other of which Certificates it was evidenced that the said
Committee had by the like authority allotted and assigned to Caspea
his Heirs and assigns a piece or parcel of ground situate in Linga
Chitty Street measuring in front Nineteen feet and a half and in depth
Seventy five making in all one thousand four hundred and sixty two
Square feet To hold in like Manner and by the other of which Certificates
it was evidenced that the said Committee had by the like authority allotted
and assigned unto Mangapaty Chitty his Heirs and assigns a piece
or parcel of ground situate in Linga Chitty Street measuring in front
fourteen feet and three quarters and in depth Seventy five making in all
one thousand one hundred and six Square feet To hold in like Manner - and
which Deeds or Instruments of title Consisted also of an Instrument
purporting

purporting to be a Deed Poll or Bargain and Sale bearing date the twenty
Ninth day of August one thousand Seven hundred and Seventy four (and Regis-
in Fort Saint George the thirty first day of the same month) under the hand of
Nagore Vidanadah Pillah Son and Gomasta to Nagore Mootah Pillah
whereby the said Nagore Videanadah Pillah did bargain and sell
unto Pollium Polliattah Chitty a piece of Ground Containing in length
from East to West Seventy feet and in breadth from North to south thirty
feet which premises were situated at Mootal Pettah in Linga
Chitty's Street between the Houses of the said Pollium Polliattah Chitty
and the said Nagore Mootah Pillah To hold to the said Pollium
Polliattah Chitty his Heirs and assigns for ever. and likewise of one
other Certificate in writing bearing date the eighteenth day of
November in the said Year one thousand Seven hundred and Seventy four
Subscribed by two Justices and Registered in Fort Saint George the twenty
day of the said Month of November whereby the right full Possession by
the said Pollium Polliattah Chitty of a house and ground Containing in
length from East to West Seventy five feet and in breadth from North
to south at the East end thirty feet and at the West end forty one
feet which were situated at Mootal Pettah in Linga Chitty Street between
the Houses of the said Pollium Polliattah Chitty (and which had
descended to him as Heir to his Father Sheva Chitty deceased but the
Bill of Sale whereof had been lost) was verified by reference to such Journal
Deeds or Instruments of Title appear - And it further appeared
by the said Bill that the Defendants did not nor did any

Person

thirty eight and thirty nine and respectively bearing date in Fort Saint George the first day of May in the year of Christ 1758 and under the hands and seals of John Smith Charles Bouchier and John Call (being the Committee appointed to distribute ground to the Inhabitants who had been dispossessed of their Property by Order of the Governor and Council to form an Esplanade before the North Front of Fort Saint George) By one of which Certificates the said Committee did certify that they did by Vertue of the authority to them delegated allot and assign unto Chenah Chetty his Heirs and assigns a piece or parcel of ground Situated in Linga Chetty Street Measuring in front twenty five feet and an half and in depth Seventy five making in all one thousand Nine hundred and twelve Square feet To hold in as full and ample Manner as the ground he was formerly possessed of and by one other of which Certificates it was evidenced that the said Committee had by the like authority allotted and assigned to Caspea his Heirs and assigns a piece or parcel of ground situate in Linga Chitty Street measuring in front Nineteen feet and a Half and in depth Seventy five making in all one thousand four hundred and sixty two Square feet To hold in like Manner and by the other of which Certificates it was evidenced that the said Committee had by the like authority allotted and assigned unto Mongapaty Chitty his Heirs and assigns a piece or parcel of ground situate in Linga Chitty Street measuring in front fourteen feet and three quarters and in depth Seventy five making in all one thousand and one hundred and six Square feet To hold in like Manner and which Deeds or Instruments of title Consisted also of an Instrument purporting

purporting to be a Deed Poll or Bargain and Sale bearing date the twenty ninth day of August one thousand Seven hundred and Seventy four (and Registered in Fort Saint George the thirty first day of the same Month) under the hand of Nagore Vidianadah Pillah Son and Gomasta to Nagore Mootu Pillah whereby the said Nagore Videanadah Pillah did bargain and sell unto Polliam Polliattah Chitty a piece of Ground Containing in length from East to West Seventy feet and in breadth from North to South thirty feet which premises were situated at Mootal Pettah in Lingey Chitty's Street between the houses of the said Polliam Polliattah Chitty and the said Nagore Mootah Pillah To hold to the said Polliam Polliattah Chitty his Heirs and assigns for ever and likewise of one other Certificate in writing bearing date the eighteenth day of November in the said Year one thousand Seven hundred and Seventy four Subscribed by two Justices and Registered in Fort Saint George the twentieth day of the said Month of November whereby the rightful Possession of the said Polliam Polliattah Chitty of a house and ground containing in length from East to West Seventy five feet and in breadth from North to South at the East end thirty feet and at the West end forty one feet which were situated at Mootal Pettah in Lingy Chitty Street between the Houses of the said Polliam Polliattah Chitty (and which had descended to him as Heir to his Father Sheva Chitty deceased but the Bill of Sale whereof had been lost) was verified as by Reference to such several Deeds or Instruments of Title more appear - And it further appeared by the said Bill that the Defendants did not nor did any

Person

Person or Persons for them or on their behalves pay or Satisfy at the time therefore appointed by the Condition of the said recited Bond or did they or either of them or any other Person or Persons at any time since paid or Satisfied to the Complainants the said Principal Sum of Eight thousand one hundred and fifty seven Pagodas five Fanams and Seventy Cash and Interest made payable by the aforesaid Condition by reason of which default the Estate and Interest of the Complainants in the Houses grounds and premises comprised in the aforesaid five Several Deeds or Instruments of title (and which are or were intended to be assigned by the Deed Poll of even date with the aforesaid obligation by way of Mortgage for securing the due payment of the same Monies) have become absolute at Law - And also that in consideration of the said Complainants having granted to the Defendants at their request a further day for redemption of their aforesaid Mortgage and payment of the Monies charged upon the premises Comprised thereby, they the Defendants had Consented and agreed that the Complainants should at any time thereafter sell and absolutely dispose of the said Mortgage premises and with the proceeds Satisfy the Monies due to them And that accordingly the Defendants by a writing dated the said Seventy sixth day of January (which the Defendants then signed with their proper hands respectively and delivered to the Complainants) Did authorize the Complainants in case the Defendants should not discharge their said Mortgage Bond before the said first

first day of March then next to put up the aforesaid Mortgaged House and premises at Publick Outcry without the intervention of this Court after ten or fifteen days previous advertisement thereof in the Madras Papers and the Defendants did thereby also appoint the Complainants to Execute proper and sufficient Bills of sale to the Purchaser or Purchasers of the said Premises and it also appeared by the Bill that default was in like Manner made by the Defendants in payment of the Monies aforesaid on the day last mentioned and that from thence continually until the filing of the Bill, the said Bond had remained undischarged and that at the time of filing the Bill there was due and owing to the Complainants from the Defendants upon and by reason of the said Bond and Mortgage Security and upon balance of account for principal and interest Monies due from the Defendants by even thereof and otherwise and of Monies received and Credited by the Complainants the Sum of Seven thousand six hundred and Ninety Nine Pagodas thirty two Fanams and Seventy Nine Cash or thereabouts as by the account Current annexed to the Complainants Bill of Complaint would appear - It was therefore prayed by the Bill that the Defendants might be decreed to pay and Satisfy to the Complainants the said Sum of seven thousand six hundred and Ninety Nine Pagodas thirty two Fanams and Seventy Nine Cash and all further Interest that should accrue on the aforesaid account by a short day to be appointed by this Court together with the Complainants Costs and in default

thereof

Interest and Costs aforesaid within one Calendar Month from the day on which such service shall have been made It is further ordered that the Master on due proof of such Service do forthwith proceed to a sale of the Mortgaged premises mentioned in the bill (if it shall appear to him that the whole of the said premises are Needful to be sold for the purposes of this Decree or otherwise of so much and such part or parts thereof as he shall judge adequate and proper to the same purpose and that such sale be with his priority and according to his direction and be duly and publickly Notified and Made and this Court doth likewise adjudge and decree the proceeds of such Sale to be applicable to the discharge of the aforesaid Principal Monies interest and Costs and (if such proceeds shall not exceed the amount of the same principal interest and Costs after payment of all Costs Charges and Expences of sale) that the Net Sum thereof be paid over to the Complainants or their Solicitor or lawful Attorney and be in satisfaction of the said Sum appearing due on the Masters Report as far as it shall extend And if such Net proceeds shall be more than sufficient for the purposes of this Sale It is Ordered that the Surplus Monies be paid into the Registry of this Court In Trust in this Cause and be carried to the account of the said Defendants Subject to the further order of this Court And it is further Ordered that the Defendants respectively and their respective Heirs Executors administrators and legal Representatives when and so soon after confirmation of the Masters Report or Reports of purchase of the aforesaid Mortgaged premises

thereof that the said premises or so much thereof as might be requis
that behalf might under the Decree of this Court be sold for the p
aforesaid and that the Defendants and all other proper Parties mi
join in the sale thereof and in such Conveyances and Assurances
any Purchasers thereof as this Court should direct and that th
Monies arising from such sale or so much thereof as might be requ
in that behalf might be paid to the Complainants in or towards disch
of the Monies so due and to become due to the Complainants as afore
and that the Defendants might deliver over to the Complainants a
Deeds Muniments and Writings in their or either of their Custody or
power relating to the aforesaid Mortgaged premises and to be
relieved in the scope of the Complainants Bill. And Forasmuch
as by an Order of Court made in this cause on the fifth day of
this present Month of April grounded upon due proof made to this
Court that the Defendants respectively had absconded from their
usual place of abode to avoid the process of this Court and so as
that they could not nor could either of them be served with the process
of this Court to appear to and answer the said bill and also upon
due proof that the Defendants had according to the Rules and
Orders of this Court made in that behalf been duly proclaimed
in open Court and had been required by publication of Notices
affixed in diverse Public places to appear to the said bill but
Nevertheless no appearance had been entered by either of them thereto

the

thereof that the said premises or so much thereof as might be requisite in that behalf might under the Decree of this Court be sold for the purposes aforesaid and that the Defendants and all other proper Parties might join in the sale thereof and in such Conveyances and assurances to any Purchasers thereof as this Court should direct and that the Monies arising from such sale or so much thereof as might be requisite in that behalf might be paid to the Complainants in or towards discharge of the Monies so due and to become due to the Complainants as aforesaid and that the Defendants might deliver over to the Complainants all deeds Muniments and Writings in their or either of their Custody or power relating to the aforesaid Mortgaged premises and to the relieved is the scope of the Complainants Bill. And Forasmuch as by an Order of Court made in this cause on the fifth day of this present Month of April grounded upon due proof made to this Court that the Defendants respectively had absconded from their usual place of abode to avoid the process of this Court and so as that they could not nor could either of them be served with the process of this Court to appear to and answer the said bill and also upon due proof that the Defendants had according to the rules and Orders of this Court made in that behalf been duly proclaimed in open Court and had been required by publication of Notices affixed in diverse Public places to appear to the said bill, but Nevertheless no appearance had been entered by either of them thereto the said Bill of the Complainants was adjudged and taken as pro Confesso against them the said Defendants It was therefore Moved on the behalf of the Complainants that the prayer of the Bill should be granted to them and be by the Decree of this Court adjudged to be carried into effect. Whereupon and upon reading the aforesaid Order of the 5th day of this present Month of April upon hearing what was alledged by the Complainants advocate and upon due Consideration had thereon This Court doth think fit to Order and Decree and It is accordingly Ordered and Decreed that the Master of this Court do forthwith calculate and certify the sum of Principal and Interest Monies which he shall find to be due to the Complainants upon the Bond of the Defendants mentioned in the Bill to bear date the 20th June 1801 and that he do tax the Complainants their Costs of this suit. And this Court doth adjudge and Decree that the Defendants do pay and satisfy to the Complainants such sum of money as the Master shall so find and certify to be due to them for Principal Interest and Costs as aforesaid and it is Ordered that the Master do cause a true Copy of this Decree and of his Report of such principal Interest and Costs to be served on each of the said Defendants by personal delivery or by leaving the same at their last and most usual places of abode respectively. And (in default of the said Defendants or one of them or some Person on their or one of their behalves coming in before the Master and discharging the amount of Principal

Interest

Interest and Costs aforesaid within one Calendar Month from the day on which such service shall have been made It is further ordered that the Master on due proof of such Service do forthwith proceed to a sale of the Mortgaged premises mentioned in the bill (if it shall appear to him that the whole of the said premises are Needful to be sold for the purposes of this Decree or otherwise of so much and such part or parts thereof as he shall judge adequate and proper to the same purpose and that such sale be with his priority and according to his direction and be duly and publickly Notified and Made And this Court doth likewise adjudge and decree the proceeds of such Sale to be applicable to the discharge of the aforesaid Principal Monies interest and Costs and (if such proceeds shall not exceed the amount of the same principal interest and Costs after payment of all Costs Charges and Expences of sale) that the Nett Sum thereof be paid over to the Complainants or their Solicitor or Lawful Attorney and be in satisfaction of the said Sum appearing due on the Master's Report as far as it shall extend And if such Nett proceeds shall be more than sufficient for the purposes of this Sale - It is Ordered that the Surplus Monies be paid into the Registry of this Court In Trust in this Cause and be carried to the account of the said Defendants Subject to the further order of this Court. And it is further Ordered that the Defendants respectively and their respective Heirs Executors administrators and legal Representatives when and so soon after a confirmation of the Master's Report or Reports of purchase of the aforesaid Mortgage premises

be Decided against them to which demand the said Complainants at first acceded & accordingly on the Twenty Sixth day of July one thousand and eight hundred & paid to him the whole Money then Claimed to be due on the said demand being four thousand one hundred & forty Pagodas and at the same time sent to the sd Complainant for his Execution a Deed of assignment of his sd Claim in favor of the sd Defendants and that the sd Complainant so agreeing to the sd Proposals of the sd Defends did at first accept the sd Sum of four thousand one hundred & forty Pagodas so paid by the sd Defendants & retained the same in his hands for four days or thereabouts together with a Deed of assignment of his sd Claim in favor of the sd Defendants prepared by direction of the sd Defendts for his Execution, and at the time of filing of the sd Answer in the hands & possession of the sd Defendants ready to be produced when required. But the sd Complainant being afterwards perswaded by the said Rookem Ammah & Suncoo Ramah and their Parents and friends Agents to break off the sd agreement and having entered into a collusive understanding with them for the purpose of injuring the Estate of the said Suncoo Pedda Kishnama and the rights of the sd Defendants therein, did afterwards refuse to Execute the said Deed of assignment or any assignment to the said Defendants and returned the said Deed and the sd Money to the sd Defendants & refused to accept the same

on

of Madras on behalf of the said Suncoo Ramah and also on behalf of Suncoo Chimakistnama since deceased and a Joint claim to the said Succession and inheritance was also in the Course of the sd litigation set up on behalf of the said Rookeem ammah ~~in the sd Bill of Complaint mentioned~~ and that the sd Defendants having resisted & opposed all the sd several Claims the sd litigation continued undecided until & at the time of the Establishment of this Honble Court, and the sd Rookeem Ammah had also filed a Bill of Complaint on the Equity side of this Honble Court against the sd Defendants claiming to be entitled to the Succession & inheritance of the sd Suncoo Pedda Kistnamah which Suit was at the time of filing the sd Joint & several Answer undecided - and that Pending the sd Suit in the said late Court of the Recorder of Madras, the sd Complainant having applied for payment of the same Claim put in suit in this Cause by the sd Defendants offered to the said Complainant to pay his whole demand but at the same time informed the said Complainant that as the said several Claims to the said Succession & inheritance had been made & were at the time of filing the sd Answer pending they the sd Defendts in paying the said Complainant the amount of his said demand must & Claim received from the sd Complainant an assignment of the said demand as their own Security in case the said Claim should be

In the Supreme Court of Judicature at Madras -

Equity side

Friday the 13th day of April 1804 and in the 44th Year of the Reign of His Majesty King George the Third. Before the Honble Sir Thomas Strange Knt Chief Justice Sir Alexander Johnston Knt one of the Puisne Justices and Sir Benjamin Sullivan Knt one of the Puisne Justices of the said Court

Between Arumuga Cattan Moodeliar Ramayah Moodeliar Kalavan Annamally, Ullendy, Tarumby Annamaly Moodeliar Soobramonyen Veerapah Moodeliar, Succary, Mootoo Candan Punnapen, Pondichery Audeyapen, Manum Lady Arconachellum, Covoor Annamaly Moodelly Arulanadoo Valayda Moodeliar, Chingulroya Cahetty, Chandan Sowrea Pinnipaukum Mootoo Moodelly, Pullichpoovum Lyah Moodeliar Tagaroyen Candapen, Poonayaka Poonum Moodelly, Humbla Mootoo Velangaly Venkatachellum, Pappan Mootoo Comara Ammuchy Moodeliar Moodelly, Chedumbara Pundaram, Amarapady Mootoo, Ponnoo Mootoo, Colundy Valoo Periyah Lomby, Pullaveraan Arooden, Poodoothoody Chellappen, Mallen Punnapen, Maudembiaula Candapen and Daudey Arumpen - Complainants

and

Tamapah Moodeliar and Punnapah Moodeliar Defendants

This Cause coming on this day to be heard and debated in the presence of the Advocates learned on both sides - On reading the Bill of Complaint, the Joint and Several Answer of the Defendants Tumapah Moodeliar and Punnapah Moodeliar thereto - the Replication of the Complainants and the Rejoinder of the Defendants thereto - and on reading also a particular part of the said Defendants answer as evidence on the part of the Complainants, and which is in the words & figures or to the purport and Effect following - "And these Defendants say that after the making of the said award and in Consequence of these Defendants refusing to abide thereby it was proposed and mutually agreed by and between these Defendants and the said Complainants that the said Matters in difference and the said award of the said arbitrators should be submitted to Paulcaun Mutiah Chetty for his investigation

by the Complainants to the Master in Trust for the benefit of such of the Defendants as may be found entitled to represent the deceased Pedda Kistnama in respect of such property - And that the Master do further enquire if any other & what persons are interested therein - And in Default of payment of the Amount that shall be found due to the Complainants for Principal, Interest & Costs as aforesaid that the said property be forthwith sold by the Master & that after paying the Complainants what shall be found due to him as aforesaid the residue be invested in the Name of the Accountant General of this Court in Trust to abide the event of the Suit or Suits now depending to settle the rights of representation in the family of the Defendants

" Drawn by Parasiraman - signed Veerachitty, Tattamanjy
" Ramasspan Auroomooga Iyan Velagasspa Chitty" And
on reading also the Eighth & last Interrogatories Exhibited
on the part of the Complainants and the Deposition of
Veera Chitty thereto respectively - And upon debate of the
matter & hearing what was alledged by the Counsel
on both sides - and upon due Consideration had
thereon - This Court doth think fit to
Order and Decree and it is accordingly
Ordered and Decreed that the Complainants are
entitled to proportionate Shares of the Premises,
purchased by the Defendants, and especially referred
to in the two several awards, under date respectively
the eighth day of December 1800 and the Eighth day
of May 1801 and that it be referred to the Master
of this Hon^ble Court, to take an account between the
Parties, and that he do report to this Hon^ble Court
the Separate and particular interests of the
respective parties as connected with the premises
in question -

And it is further Decreed that the
said Defendants do Execute such Deed or other
writings as may be required by the Master for the making
a good title in severalty in and to the respective
Shares or partitions of the said Premises -

And it is further ordered
and directed, that all title Deeds Chaultry Court
Bills

" from 28th Caurtega of Rowdry Year or 8th December 1800 to
" 28th Chittery of Doonmady Year or 8th May 1801 the Principal
" Pag^s 346½ the Multiplication of which is 1732½ for which
" the Interest at the rate of 9 ₰ Cent is Pagodas 13 the
" Interest in the award made by Cote Arbitrators is
" Pag^s 35 and the Profit Pag^s is 63 5/16 In all inclusive
" of the Principal Interest and Profit is Pagodas 457 13/16
" The Overplus or difference in accounts is Pagodas 7/64
" Total Pag^s is 457 59/64 - With respect to Teddy man
" both parties should go to him and to have the proofs
" regarding 8 Pag^s Deducting which the remainder
" loss is to be sustained by the Inhabitants - Regarding
" the Two Pieces of Ground of Street the one House
" of Vadaspa Moodelly and the other House of Tamaspa
" Moodelly are to be Made as Street on the same day
" the Compensation Money mined be Paid Conformable
" to the former agreement written to let the same for the
" Street - The Money is to be received agreeable to
" this award and the Chaultry Bill of Sale and Bill
" of Sale is to be (written) given - This is the award
" Made by Two Umpires Ramasspa Moodaly &
" Veerah chittyar & by all the late Arbitrators Velagspa
" Chittyar Auroomooga Iyar and Arumoatallah Moodelly
" Conformable to the former award - This award was
Drawn

In the Supreme Court of Judicature at Madras

Ecclesiastical side

Saturday the 14th day of April 1804
and in the 44th Year of the Reign of His
Majesty King George the third Between
Maria Heming - Promovent
and
Jacob Heming - Respondent

This Matter Coming on this day to be heard and
Debated in the presence of the advocates learned on both sides - On
reading the Libel Exhibited by the Promovent - the answer of the
Respondent thereto - and the admissions on the part of the Promovent
and Respondent delivered in as evidence in this Matter - and upon
due Consideration had thereon it Satisfactorily appearing to this
Court that the marriage between the said Promovent
Maria Heming and Respondent Jacob Heming was duly
Solemnized and that they afterwards Consummated the same by
carnal Copulation procreation of Children and Mutual Cohabitation
and lived and Cohabited together as lawful Husband and
Wife - and it further appearing to this Court that the
said Respondent Jacob Heming without any lawful
Reason withdrew himself on the Eighth day of August in
the Year of our Lord one thousand eight hundred and three
from the Bed Board and mutual Cohabitation with the
said Maria Heming his Wife and that he hath refused
and still doth refuse to render Conjugal Rights to
her - This Court doth ~~therefore think fit~~ to order
and

and Decree, ~~and it is~~ accordingly ordered and Decreed that the said Jacob Himing do take home and receive the said Maria Himing his wife and treat her with marital affection and render to her Conjugal Rights - But the parties by their advocates and Proctors Consenting thereto - This Court doth further order and Decree that the said Jacob Himing do immediately pay or Cause to be paid to the said Maria Himing his wife or to such Person as she shall appoint to receive the same the Sum of Two hundred and Sixty four Star Pagodas being after the rate of Twenty four Pagodas per Month from the said Eighth day of August one thousand eight hundred and three to the Eighth day of this Instant July - and shall and do in like Manner Continue to pay or Cause to be paid the like Monthly Sum of Twenty four Pagodas on the Eighth day of every succeeding Month so long as the said Jacob Himing and the said Maria Himing shall live Separate and apart from each other But in the event of the said Jacob Himing receiving or being entitled to receive any increase of pay or allowances from the East India Company exceeding one hundred and twenty Pagodas per month then shall and do pay or Cause to be paid to the said Maria Himing the monthly sum of Thirty Pagodas but no more - And in the event of the present pay or allowance to the said Jacob Himing being reduced then a proportionable reduction from the Monthly sum so directed to be paid to the said Maria Himing shall be made but so as that in no case the reduced allowance shall be less than Nine Pagodas per month - And it is further

further ordered and Decreed by the like Consent as aforesaid that the said Jacob Himing shall Execute to and in the Name of as a Trustee for his said Wife a Certain Deed of Assignment of one fourth part of such Pay and Allowances as he is now or may hereafter be entitled to receive from the said East Indies Company with such Clauses Covenants and agreements inserted therein as shall be deemed reasonable -

And it is further Ordered that the said Jacob Himing do pay or Cause to be paid to the said Maria Himing the taxed Costs in this Matter -

In the Supreme Court of Judicature at Madras

Equity Side

Saturday the 4th day of August 1804
and in the 44th Year of the Reign
of His Majesty King George the
Third Between Viswanaudom (an
infant by his Paternal Uncle and
Next friend Monoragappa Moodr
Complainant & Sadarangapatnam
Sabanpaty Moodr., Mily Appoo Moodr
& Pauleavy Narraina Sawmy Moodr Defts

This Cause coming on this day to be heard and
debated in the presence of the Advocates learned
on both sides. On reading the Bill of Complaint
The Joint and several Answer of the Defendants
thereto - and upon debate of the Matter and hearing
what was alledged by the Counsel on both sides
and upon due Consideration had thereon - This
Court doth think fit to order and Decree
& it is accordingly Ordered and Decreed That
it be referred to the Master to take an account
of the Estate and Effects of the Testator Poombatty
Vaylappa Moodelly in the Pleadings in this
Cause Named; and of the Debts, Funeral
Expences and Legacies of the said Testator. And
that the said Master do inquire and state
whether there are any Debts due and owing
from the Estate of the said Testator and for
that purpose that the said Master do appoint a
previous

In the Supreme Court of Judicature at Madras

Equity Side

Saturday the 4th day of August 1804
and in the 43d Year of the Reign
of His Majesty King George the
Third Between Viswanadom (an
infant by his Paternal Uncle and
next friend Moonogapha moodr
Complainant & Sadarengapasnam
Sabanpaty Moodr, Mily Appoo Moodr
& Paulavy Narraina Sawmy Moodr Defts

This Cause coming on this day to be heard and debated in the presence of the Advocates learned on both sides - On reading the Bill of Complaint The Joint and several Answer of the Defendants thereto - and upon debate of the Matter and hearing what was alledged by the Counsel on both sides and upon due Consideration had thereon - This Court doth think fit to order and Decree & it is accordingly Ordered and Decreed That it be referred to the Master to take an account of the Estate and Effects of the Testator Boomba Vaylappa Moodelly in the Pleadings in this Cause named; and of the Debts, Funeral Expences and Legacies of the said Testator, And that the said Master do enquire and state whether there are any Debts due and owing from the Estate of the said Testator and for that purpose that the said Master do appoint a

period of time within which the Creditors of the said Testator are to Come in before him and prove their debts and to Cause to be published in the Madras News Papers and in such other publick Papers as he shall think fit, that in default of such Creditors Coming in within the period so to be limitted they will be peremptorily excluded, and they are hereby excluded the benefit of this Decree - And that the said Master do further enquire and state whether any and which of the Legacies and bequests Contained in the said Testator's Will have been paid received or in any and what Manner discharged and satisfied and Respecting such Legacies and Charitable bequests as shall on such enquiry appear not to have been paid off or Secured that he do report the Circumstances (if any) that have prevented the Defendants or their Testator Sadaringapatnam Appoo Moodelliar from paying off or Securing the same and that the said Master do Compute Interest on such of the debts of the said Testator as Carry Interest after the rate of Interest they respectively Carry and from the period at which such Interest is expressed to Commence and on such of the Debts as do not Carry Interest and also on the Legacies at the rate of per Cent per Annum Commencing from the expiration of one Year from the death of the Testator Doombahve & Vallappa Moodelliar unless some other time of

payment

payment or rate of Interest be Mentioned in the will - And that according to the Will. And that the said Master do further enquire and state his Opinion as to the Sum to be set a part or other provision to be Made for Davaroy the widow of the said Testator during her life time Exclusive of the Legacies given to her by the Ninth Paragraph of the will of the said Testator - And that the said Master do take an Account of the Manyams and other things allowed by the Circar in the Tennevelly Country towards the Charetable purposes of the Vijiuragavalooram Charity House and the Church Mentioned in the Will of the said Testator - And do enquire and state whether the Interest of Two Thousand Pagodas directed by the said Will to be applied for the Charitable purposes therein Mentioned, has been and in what Manner applied for those purposes - And Whether the Sum of one Thousand Pagodas has been laid out and Expended in Establishing a Charity House and Garden in the Village Called Chittoocaudoo and for other the purposes in the Tenth Paragraph of the said will Mentioned - And that the said Master do enquire and report his opinion as to the Person or Persons proper to have and receive the said Manyams and other things from the Circar of the Tennevelly Country and to receive the Interest of the said Sum of Two

thousand Pagodas and to apply and dispose of the same respectively in and towards the Charitable acts directed by the said Testator until the said Complainant shall attain his age of 21 Years - And that the said Master do enquire and state how much and what part or parts of the said Estate hath or have at any time and when heretofore been received by or come to the hands of the Executor Sadaringapatnam Appoo Moodelliar in his life time or by or to the hands of the Defendants as Executors of the Will of the said Sadaringapatnam Appoo Moodelliar since his death or by the order or to the use of them or any or either and which of them And in what manner the said Sadaringapatnam Appoo Moodelliar in his life time, and the Defendants since his decease hath or have respectively applied or disposed of the same Estate - And that the said Master do also enquire and state how much and what part or parts of the Estate of the said Testator Poombahvi Vaylappa Moodelly doth or do now remain outstanding or unreceived and for what reason and by whose default or Neglect the same hath or have not been gotten in or received - and in taking the said account that the said Master do make unto all Parties all just allowances - And that the said Master do enquire and ascertain the number and estimated value of the joys Silver Furniture and Jewells directed by the said will to be given to the Complainant and his future wife - And the Nature qualities and quantities and estimated value of all the residue and remainder of the said Testator's Estate and Effects Ground Lands and Privileges to which the Complainant will be entitled on his attaining the age of 21 years - And that the said Master do enquire and report the Name or Names of such Person or Persons as to him shall seem qualified and proper to act as Guardian or Guardians of the Person and Estate of the said Complainant until he shall attain his said age of 21 Years And that the said Master be at liberty to Examine the Defendants in this Cause upon Interrogatories touching the Estate of the said Testator Poombahvi Vaylappa Moodelly and the receipt and Disposal thereof by them and their Testator the said Sadaringapatnam Appoo Moodelliar in such Manner as the said Master shall think proper - And that the said Defendants do produce to and leave with the said Master (upon oath if required) all Books, Papers and writings in their or either of their Custody possession or power touching the matters in question in this Suit - And that the Complainant and others interested in the matters of this Suit be at liberty to inspect Examine and take

take Copies of the said Books, Papers and
Writings or of any of them — And that the Mas
be at liberty to report Specially if he shall ha
Occasion or be required — And all further
Directions are hereby reserved until after the said
Master shall have made his report —

By the Court

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the 19th day of September 1804
and in the 44th year of the Reign of His
Majesty King George the Third Between
Vencata Dossery Naick son and entitled
to the Succession to the Estate and Effects
of Naranapah Naick deceased - Complainant
(and)
Vasandapooram Ramasawmy Braminy
Colingaroy Moodelliar and Connore Mootiah
Moodelliar Defendants

This Cause Coming on this day to be heard and
debated in the presence of the Advocates learned on both sides
On reading the original Bill of Complaint - The Answer
of the Defendant Vasandapooram Ramasawmy Braminy thereto
The Joint and Several Answer of the Defendants Colingaroy
Moodelliar and Connore Mootiah Moodelliar - The Replication
of the Complainant, The Rejoinder of the Defendants Colinga
-roy Moodelliar and Connore Mootiah Moodelliar thereto -
The Rejoinder of the Defendant Vasandapooram Ramasawmy
Braminy - And on reading the Second Interrogatory
Exhibited on the part of the Complainant and the Deposition
of Chettapatoo Iyah Moodelliar thereto - also the third Interroga
-tory Exhibited on the part of the Complainant - and the
Deposition of the said Chettapatoo Iyah Moodelliar
thereto - And on reading also a Bill of Sale in the
Malabar Language with a Translate thereof dated
25th October 1778 from Tiroomalaumall to Veeraperma
Moodelliar

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the 19th day of September 1804
and in the 44th year of the Reign of His
Majesty King George the Third Between
Vencata Dossery Naick son and entitled
to the Succession to the Estate and Effects
of Narainpah Naick deceased - Complainant
(and)
Vasandapooram Ramasawmy Brahmin
Colingarayr Moodelliar and Comore Mootiah
Moodelliar Defendants

This Cause Coming on this day to be heard and debated in the presence of the Advocates learned on both sides On reading the original Bill of Complaint - The Answer of the Defendant Vasandapooram Ramasawmy Brahmin thereto The Joint and Several Answer of the Defendants Colingaray Moodelliar and Comore Mootiah Moodelliar - The Replication of the Complainant, The Rejoinder of the Defendants Colinga-ray Moodelliar and Comore Mootiah Moodelliar thereto - The Rejoinder of the Defendant Vasandapooram Ramasawmy Brahmin - And on reading the Second Interrogatory Exhibited on the part of the Complainant and the Deposition of Chettapatoo Iyah Moodelliar thereto - also the third Interrog-atory Exhibited on the part of the Complainant - and the Deposition of the said Chettapatoo Iyah Moodelliar thereto - And on reading also a Bill of Sale in the Malabar Language with a Translate thereof dated 25th October 1778 from Teroomalaumall to Veerapurma Moodelliar

Modelliar – The Fourth Interrogatory Exhibited on the part of the Complainant to Nuvady Nuncapah Maistry and the Deposition of the said Nuvady Nuncapah Maistry thereto – also the 5th 6th and 7th Interrogatories Exhibited on the part of the Complainant and the Depositions of the said Nuvady Nuncapah Maistry thereto respectively. The 9th Interrogatory Exhibited on the part of the Complainant and the Deposition of Mattoospaliam Nuncapah Naick thereto – also the 10th Interrogatory Exhibited on the part of the Complainant, and the Deposition of Pathee Goundapah Naick thereto – also the Deposition of Cathee Latchemiah to the said 10th Interrogatory – The 2d Interrogatory Exhibited on the part of the Complainant to Allore Cooppy Reddy and his Deposition to the said 2d Interrogatory and also to the last Interrogatory taken before Certain Commissioners at Chengleput – And upon reading also the Registry of the Proceedings of the late Mayor's Court under date the 24th day of February 1778 Shewing that application was made by Mr Henry Dapury Proctor for Poucala Narnapah for Letters of Administration to be granted to him to the Estate & Effects of Mogala Narainapah deceased as Creditor to the said deceased which was ordered on the usual advertisements being affixed – And upon debate of the Matter and hearing what was alledged by the Counsel on both sides, and upon due Consideration had

had thereon – This Court doth think fit to order and Decree and it is accordingly ordered and Decreed that the Original Bill of Complaint filed in this Cause do stand & be dismissed –

By the Court

In the Supreme Court of Judicature at Madras -

Equity side

Thursday the 27th day of September 1804 and in the 44th Year of the Reign of His Majesty King George the Third Between Ayalee Chitty - Complainant and John King Lane and Elizabeth Lawcock Administrator and Administratrix of William Lawcock deceased - Defendants

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides, on reading the Original Bill of Complaint - The Answer of the Defendants thereto - The Replication of the Complainant thereto - The Rejoinder of the Defendant thereto - and on reading the first Second and last Interrogatories Exhibited on the part of the Complainant to Vasuntapooram Rama-sawmy ~~Bramony, and the Deposition of the Witness thereto and to the last Interrogatory and also the first Second & last Interrogatory Exhibited on the part of the Complainant to the said Witness Vasuntapooram Rama sawmy Bramony~~, and the Depositions of the said Witness to the first & Second and part of his Deposition to the last Interrogatory, Commencing with the words "to the last Interrogatory this Deponent saith" & ending with the words "this Deponent Communicated the same to the said Ayalee Chitty" and also

the

the first and third Interrogatorys Exhibited on the part of the Complainants to Sooriah Praming and the Deposition of the Witness to the said 3d Interrogatorys - - The first and 4th fourth Interrogatories Exhibited on the part of the Complainant to Venkatakrishnamah Chitty - and the Deposition of the said Venkatakrishnamah Chitty thereto respectively - And upon debate of the Matter and hearing what was alledged by the Counsel on both sides and upon due Consideration had thereon - This Court doth think fit to order and Decree and this accordingly Ordered and Decreed that the Defendants do pay unto the Complainants out of the Estate of the Intestate Wm Lewcock, in the Pleadings in this Cause named the Sum of 500 Pagodas with interest at the rate of per Cent from the day of payment to Mr Thomas Parry of the Sum of 500 Pagodas mentioned in the answer of the Defendants as his Share of Profits Arising on the sale of the Spices Mentioned in the Pleadings in this Cause - And it is further ordered that it be referred to the Master to take an account of the administration of the Estate of the Intestate William Lewcock by the Defendants, and that the question of Costs be reserved until the coming in of the Master's Report and that it be referred to the Master of this Honble Court to ascertain and report what in his opinion may be the rate of Interest to which the Complainant shall or may be entitled to upon the said Sum of 500 Pagodas and

that

that such Interest be calculated and allowed from the day of payment to Mr Thomas Parry of a like Sum of Five hundred Pagodas Mentioned in the answer of the Defendants as and for his Share or proportion of Profits Arising on the sale and Disposal of the Various articles of Spices Mentioned in the Pleadings in this Cause and that the said Master do, for that purpose, if necessary require Proof from the said Complainants of the date of such payment to the said Thomas Parry in such Manner as the said Master shall think fit - And it is further Ordered and Decreed that it be also referred to the said Master to take an Account of the Estate and Effects of the said Intestate William Lewcock, and how Much and what part or parts thereof hath or have at any time and when heretofore been received by or come to the hands of the Defendants or either of them or of any other person or persons in trust for them or to their use or with their or either of their privity, Consent or procurement and how and in what Manner the said Defendants or either of them, or any other person or persons as aforesaid hath or have respectively applied or disposed of the same Estate - And that the said Master do also enquire and state how much and what part or parts of the said Estate of the said Intestate William

Lewcock

the first and third Interrogatorys Exhibited on the part of the Complainant to Sooliah Braming and the Depositions of the Witness to the said 3d Interrogatorys — The first and 4th fourth Interrogatories Exhibited on the part of the Complainant to Vencatakistnamah Chitty — and the Depositions of the said Vencatakistnamah Chitty thereto respectively — And upon debate of the Matter and hearing what was alledged by the Counsel on both sides and upon due Consideration had thereon — This Court doth think fit to order and Decree and this accordingly ordered and Decreed that the Defendants do pay unto the Complainant out of the Estate of the Intestate Wm Lewcock, in the Pleadings mentioned the sum of 500 S.r Pagodas with interest at the rate of per Cent from the day of payment to Mr Thomas Parry of the Sum of 500 Pagodas mentioned in the answer of the Defendants as his Share of Profits arising on the sale of the Spices Mentioned in the Pleadings in this Cause — And it is further ordered that it be referred to the Master to take an account of the administration of the Estate of the Intestate William Lewcock by the Defendants, and that the question of Costs be reserved until the Coming in of the Master's Report and that it be referred to the Master of this Hon.ble Court to ascertain and Report what in his opinion may be the rate of Interest to which the Complainant Stands or may be entitled to upon the said Sum of 500 Pagodas and that such Interest be calculated and allowed from the day of payment to Mr Thomas Parry of a like Sum of Five hundred Pagodas Mentioned in the answer of the Defendants as and for his Share or proportion of Profits arising on the sale and disposal of the various articles of Spices Mentioned in the Pleadings in this Cause, and that the said Master do, for that purpose, if necessary require Proof from the said Complainants of the date of such payment to the said Thomas Parry in such Manner as the said Master shall think fit — And it is further Ordered and Decreed that it be also referred to the said Master to take an Account of the Estate and Effects of the said Intestate William Lewcock, and how Much and what part or parts thereof hath or have at any time and when heretofore been received by or come to the hands of the Defendants or either of them or of any other person or persons in trust for them or to their use or with their or either of their privity, Consent or procurement and how and in what Manner the said Defendants or either of them, or any other person or persons as aforesaid hath or have respectively applied or disposed of the same Estate — And that the said Master do also enquire and state how Much and what part or parts of the said Estate of the said Intestate William

Lewcock

Lewcock doth or do Now Remain outstanding or unreceived and for What reason and by Whose default or Neglect the same hath or have not been gotten in or received, and that in taking the said Account the said Master do Make unto all Parties all just Allowances and that the said Master be at liberty to Examine the Defendants in this Cause upon Oath upon Interrogatories touching the Estate of the said Intestate William Lewcock and the Receipt and disposal thereof by them the said Defendants or either of them in such Manner as the said Master shall think proper and that the said Defendants do produce to and leave with the said Master (upon Oath if required) all Books, Papers Accounts and Writings in their or either of their Custody Possession or power touching or in any Way Relating to or Connected with the said Estate of the said William Lewcock and that the Complainant and others interested in the Matter of this Suit be at liberty to inspect Examine and take Copies of or Extracts from the said Books Papers Accounts and writings or of any of them and that the master be at liberty to

to Report specially if he shall have Occasion or be required so to do — That the Question of Costs and all further Directions and Consideration of this Cause be and the same are hereby Reserved until after the said Master shall have made his Report —

By the Court

Supreme Court
Equity side
Decree
Paul Benfield
Decree

For the plaintiff
Mr Cooke
&
Mr Pearce

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 29th day of September 1804 and in the 44th Year of the Reign of His Majesty King George the Third

Between Pungatoor Chenglerayamoodeliar & his wife Complainants

and

Paul Benfield - - Defendant

This Cause coming on this day to be heard and debated in the presence of the advocate ~~learned~~ on the part of the Complainants on reading the original Bill of Complaint filed in the late Mayor's Court & ~~filed~~ exhibited by the Complainants - The Plea and answer of the Defendant thereto - The General Replication of the Complainants thereto - The Amended Replication of the said Complainants - The Rejoinder of the Defendants thereto - and on reading the First Exhibited Interrogatories Exhibited on the part of the Complainants and the Depositions of Mootiah Moodelliar thereto and also the Exhibits A & B therein referred to - and on reading also the Original Will of Poombahvie Coomarao Coromandom Moodelliar deceased proved in the late Mayor's Court together with the Translate thereof - The first and third Interrogatories Exhibited on the part of the Complainants and the Depositions of William Webb thereto - also the first and fourth Interrogatories Exhibited on the part of the Complainant and the

Depositions

Depositions of Soondrum thereto. ~~respectively~~ — The Several
No 289 ½
Exhibits marked E F G H I K L M N O P Q R S T U V W X
Mentioned and referred to in the Deposition of the said Witness
and the first and fifth Interrogatories Exhibited on
the part of the Complainants and the Depositions of William
John Chalers and John Bailey thereto respectively — ~~also~~
~~the Several Exhibits marked H I K L M N O P Q R S T U V~~
~~W X Mentioned & referred to in the Depositions of the~~
~~said William John Chalers and John Bailey~~ — And upon reading ~~also~~ the
Proceedings in a Suit Commenced on the 26th day of
February 1788 — in the late Mayor's Court by the Now
Complainant Poongatoor Chenglerai against the Now Defendt
Paul Benfield — also the Decree of the late Court of the
Recorder of Madras thereon — and the Decree of affirmance
thereof by His Majesty in Council on the part of the Complt
and upon debate of the Matter & hearing what was
alledged by the Counsel ~~on both sides~~ on the part of the Complainants, and upon
due Consideration had thereon — This Court doth
think fit to order and Decree and it is accordingly
Ordered & Decreed that it be referred to the
Master to Calculate and ascertain the amount of
Two Thousand Pagodas Principal Money in a Bond
in the New Consolidated Debt of the Nabob of the
Carnatic dated 1777 with Interest thereon from

the

the 15th day of December 1785 — to the time of the making
the list of such Bonds under the Orders of the
Government of Fort St George by William Webb &
Others as proved in this Cause according to the Rate
and Mode of Calculating the said Interest used
in Making up that list and also to enquire,
ascertain and report what Payments have been made and
issued upon such Consolidated Debts and the amount which
has been or could have been received or receivable on
such Principal Sum of Two Thousand Pagodas and such
Proportion of Interest thereon as aforesaid from the date
aforesaid and the dates of such Payments respectively
and to Calculate 12 ₰ Cent Interest on such Payments
from the dates of such respective Payments to the date of
such Report — And it is hereby further ordered
that upon such Report being made the Complainants
be at liberty to apply to any Judge of this Hon^ble Court
at Chambers in the time of Vacation to confirm or vary
the same and on such Confirmation thereof to apply in
the same Manner for further directions and a final
Decree in the premisses —

And it is hereby further Decreed
that the Defendant do pay all Costs of Suit.

In the Supreme Court of Judicature at Madras

Equity side

Tuesday the 2nd day of October 1804 and in the 44th Year of the Reign of His Majesty King George the Third

Between Laulah Coop Chund Complainant

and

Vencoo Laulah Gourdana Doss and Kistna Boye Defendants

Upon opening the Matter on this day to this Court by Mr. Anstruther Counsel for the Complainant the Substance of the Complainant's Bill appeared to be that the Complainant heretofore to wit in the Year of Christ one thousand seven hundred and Ninety seven instituted a Suit in the late Court of Catcherry at Madras, being at that time, the only Court existing in Madras, holding jurisdiction over questions of Civil Property between Natives of India, of which, Nathaniel Edward Kindersley Esqr. was then the Register against Vencoo Laulah a Defendant to the Complainants Bill being the Executor of the Last Will and Testament of Kistna Doss Virgee Doss deceased Gangah Boye since deceased the Widow of the said Kistna Doss Virgee Doss, Kistna Boye also a Defendant to the Complainants Bill being the Widow and personal Representative

of

In the Supreme Court of Judicature at Madras

Equity side

Tuesday the 2nd day of October 1804 and in the 44th Year of the Reign of His Majesty King George the Third

Between Laulah Coop Chund — Complainant

and

Vencoo Laulah Gouerdana Doss and Kistna Boye — Defendants

Upon opening the Matter on this day to this Court by Mr. Strettell Counsel for the Complainant the Substance of the Complainants Bill appeared to be that the Complainant heretofore to wit in the Year of Christ one thousand seven hundred and Ninety seven instituted a Suit in the late Court of Catcherry at Madras, being at that time, the only Court existing in Madras, holding jurisdiction over questions of Civil Property between Natives of India, of which, Nathaniel Edward Kindersley Esqr. was then the Register against Vencoo Laulah a Defendant to the Complainants Bill being the Executor of the Last Will and Testament of Kistna Doss Virgee Doss deceased Gangah Boye since deceased the Widow of the said Kistna Doss Virgee Doss, Kistna Boye also a Defendant to the Complainants Bill being the widow and personal Representative

of

of Virjee Doss Gocoola Doss to recover a Certain sum of Eleven Thousand and Nine Hundred Star Pagodas due to the Complainant and for which the Estates of the said Vishna Doss Virjee Doss and Virjee Doss Gocoola Doss were responsible upon which suit all the said parties thereto having agreed to submit the decision thereof to the determination of the said Nathaniel Edward Kindersley the said Nathaniel Edward Kindersley did award & adjudge to the Complainant the aforesaid principal Sum and interest thereon to be paid to the Complainant out of the said estates or either of them as the balances due to those estates could be realized and for that purpose directed the said Defendants to file in the said Court of Cutcherry Inventories and accounts Current of the said Estates — And it further appeared by the said Bill that after the Making the said award and adjudication the said Vencoo Laulah and the said Ganga Boye and Vishna Boye by their Gomastah and Attorney Gouerdana Doss in the said award Mentioned also a Defendant to the said Bill filed in the said Court of Cutcherry Inventories and Accounts Current of the Estates of the said Vishna Doss Virjee Doss and Virjee Doss Gocoola Doss respectively — And it further appeared that after the filing the said Inventories and Accounts Current the Complainants came to an agreement with the said Vencoo Laulah Gunga Boye and Vishna Boye and with the said Gouerdana Doss who as such Attorney and Gomastah was in possession of the Estates of the said Vishna Doss Virjee Doss and Virjee Doss Gocoola Doss and of the papers and Vouchers thereof respectively by which agreement the said Gunga Boye Vishna Boye, Vencoo Laulah and Gouerdana Doss, bound themselves jointly and severally for the due performance of the said adjudication and award of the said Nathaniel Edward Kindersley by Collecting and getting in the balances and debts due to the Estates of the said Vishna Doss Virjee Doss and Virjee Doss Gocoola Doss out of which as the same might be Collected, they agreed to pay four fifths to the Complainant towards the said debt retaining the other one fifth for their own Necessary Expenditure — And it further appeared by the said Bill that after the filing of the said Inventory of the Estate of the said Virjee Doss Gocoola Doss the Complainant discovered that the Bond of Conduct till omitted

Balander

Bahauder for Twenty two thousand Six hundred and fifty Pagodas in that Inventory Mentioned had before that time been put in Suit in the late Mayor's Court here by the said Vishna Doss Virgee Doss against the said Omdut ul Omrah Bahauder and a Decree was passed thereon for want of appearance of the said Defendant thereto dated the Seventeenth June one thousand seven hundred and eighty three for the Sum of thirty five thousand five hundred and Seventy two pagodas, Twenty five fanams and Thirty Cash and all further interest upon which Decree the said Omdut ul Omrah Bahauder afterwards Executed a New Bond to the said Vishna Doss Virgee Doss for the principal interest and Costs on the said Decree being forty thousand pagodas or thereabouts which last mentioned Bond was in the hands of the said Defendants Vencoo Laulah Gouerdana Doss & Vishna Boye or some of them at the time of making the said Inventory and Accounts Current and ought to have been included therein - And that the said Defendants Vencoo Laulah Gouerdana Doss and Vishna Boye or some of them had also in their hands and possession a Certain

Certain Other Bond of the late Nabob Wauleajah belonging to the Estate of the said Vishna Doss Virgee Doss for Six thousand Six hundred Pagodas therein mentioned to be the price of a Ring - and it further appeared by the said Bill that after the making the said last Mentioned Agreement of the said Defendants with the Complainant the said Defendants Vencoo Laulah Gouerdana Doss and Vishna Boye had Collected and realized property of the said Estates of the said Vishna Doss Virgee Doss and Virgee Doss Gocoola Doss to a large amount and more than sufficient to satisfy the said demand of the Complainant and among other things of the said Defendants Vencoo Laulah Gouerdana Doss and Vishna Boye had Sold or received the amount of the said Bond of the said Omdut ul Omrah for forty thousand pagodas or thereabouts so given upon the aforesaid Decree of the said late Mayor's Court, and also of the said Bond of the said Nabob Wauleajah for six thousand and Six hundred Pagodas - and that the said Defendants Vencoo Laulah Gouerdana Doss & Vishna Boye might also have realized much More of the said Estates respectively if they had been willing so to do, but had wilfully omitted

to

to Realise the same and had wasted the said property and allowed the same to become of no value by their Negligence and Misconduct in not Collecting and realising the same and the said Defendants Vencoo Laulah Govendana Doss and Kistna Baye had also Concealed from the Complainants as much as possible the Manner in which any of the said property had been realised and the amount thereof and had wholly refused to account for and pay over to the Complainants their four fifth Shares thereof according to the Agreement aforesaid - It was therefore prayed by the said Bill that the said Defendants Vencoo Laulah Govendana Doss and Kistnaya might set forth with their answer a full and particular true and just account of all the Money and property which they or either of them or any person on their or either of their behalf had received or realised or might without their Neglect or default have received or realised out of the said Estates of the said Kistna Doss Virgee Doss and Virgee Doss Gocoola Doss or either of them with the Nature and amounts and true and full Value thereof and of every part thereof and might under the Decree of this Honble Court come to a fair account with the Complainants concerning the same and that the said Defendants might be decreed to pay over to the Complainants four fifth parts thereof under the said agreement and to be relieved

relieved in the scope of the Complainants Bill - And forasmuch as by an Order of Court Made in this Cause on the Second day of this present Month of October grounded upon due proofs Made to this Court that the Defendants respectively had absconded from their Usual places of abode to avoid the process of this Court - and so as that they could not nor could either of them be served with the process of this Court to appear to and answer the said Bill, and also upon due proof that the Defendants had according to the rules and Orders of this Court Made in that behalf been duly proclaimed in open Court and had been required by publication of Notices affixed in divers Public places to appear to the said Bill, But Nevertheless no appearance had been entered by either of them thereto the said Bill of the Complainants was adjudged and taken as pro Confesso against them the said Defendants - It was therefore moved on the behalf of the Complainants that the prayer of the Bill should be granted to them and be by the Decree of this Court adjudged to be carried into effect - Whereupon and upon reading the aforesaid Order of the Second day of this present Month of October - Upon hearing what was alledged by the Complainants Advocate

and

In the Supreme Court of Judicature at Madras -

Monday the 24th day of December one thousand eight hundred and four and in the 45th Year of the Reign of His Majesty King George The Third Between

Equity side

Seetaramah Pillay - Complainants -

and

Vasuntapooram Ramasawmy Braming Colingaroy Moodelly and Mostiah Moodelly Defendants -

This Cause Coming on this day to be heard and debated in the presence of the advocates learned on both sides; on reading the Original Bill of Complaint - The Several Answer of the Defendant Vasuntapooram Ramasawmy Braming thereto - The Several joint and Several answer of the Defendants Colingaroy Moodelliar and Mostiah Moodelliar - The Replication of the Complainant thereto The Rejoinder of the Defendants Colingaroy Moodelliar and Mostiah Moodelly thereto - The Rejoinder of the Defendant Vasuntapooram Ramasawmy Braming - and upon reading also a particular part of the answer of the Defendants Colingaroy Moodelliar and Mostiah Moodelliar as evidence on the part of the Complainant which is in the words and figures or to the purport and Effect following "that "they these Defendants have understood and believe that the

and upon due Consideration had thereon - This Court doth think fit to order and Decree and it is accordingly ordered and Decreed that the Defendants Vencoo Saulah Gourdana Doss and Kisha Boyee do pay and satisfy unto the Complainant from and out of the respective Estates of Kisha Doss Veeyee Doss deceased and Veeyee ~~Doss~~ Gocoola Doss deceased the full and just Sum of Twelve Thousand and eighty Star Pagodas and Seven eighths, Specified in the Translation of an agreement from the Defendants to the Complainant Mentioned in and annexed to the Complainant's Bill, together with Interest on the said Sum at and after the rate of Twelve per Cent per Annum from the Seventeenth day of June in the Year one Thousand Seven Hundred and ninety Seven being the date of the award made by Nathaniel Edward Kindersley Esqr. the then Superintendant of the Court of Cutcherry at Madras, also Mentioned in, and a Translation whereof is annexed and referred to by the said Bill of Complaint - and that the said Defendants do also from and out of the respective Estates of the said Kisha Doss Veeyee Doss and Veeyee Doss Gocoola Doss deceased pay to the said Complainant his Costs of Suit -

"the Persons who from time to time heretofore have composed
"the Family (whereof the Complainants is the only Surviving
"Descendant) have lived as an undivided Family in
"Manner in the Bill stated" And on reading also the
Second Interrogatory Exhibited on the part of the Complain-
-ant to Venkata Narraina Iyah Proctor and his Deposi-
-tion thereto: also the Fourth Interrogatory Exhibited
to the same Witness - a part of the Deposition of
the said Witness to the said Fourth Interrogatory beginning
with the words "This Deponent saith that after the death
of Gooroovah Pillay" to the end thereof - The Fifth
and Seventh Interrogatories to the said Witness and his
Depositions thereto respectively - The Deposition of the
same Witness to the Cross Interrogatories Exhibited on
the part of the Defendant Vasumtapooram Ramasawmy
Braming, as Evidence on behalf of the Complainant -
and on reading also the third and Sixth Interrogatories
Exhibited on the part of the Complainant to Kistnamah
Charrier - & the Deposition of the said Kistnamah Charrier
to the 3d Interrogatory and a part of his Deposition
to the Fourth Interrogatory beginning with the words
"This Deponent saith that after the death of
"Gooroovah Pillay" to the end thereof, and also a part
of the Deposition of the same Witness to the fifth
Interrogatory beginning with the words "This
Deponent saith he does remember Chinniah
Pillay's having been absent for about eighteen years from
Madras" to the end thereof - also the Depositions of the
same Witness to the Sixth and Seventh Interrogatories
on the part of the Complainant - And upon debate of
the matter and hearing what was alledged by the Counsel
on both sides, and upon due consideration had thereon
This Court doth think fit to Order and Decree
and it is accordingly Ordered, adjudged and Decreed
That it be Referred to the Master of this Honble Court to
take an account of the Estate and Effects of the Testator
Bombay Chinniah Pillay in the Pleadings in this cause
named that have come to the hands, possession or power
of the Defendant Vasumtapooram Ramasawmy Braming or
of Tyapah Moodelly in his life time as Executors of the
said Bombay Chinniah Pillay or otherwise, and also that
have come to the hands, possession or power of the
Defendants Vasumtapooram Ramasawmy Braming,
Colingaroy Moodelly and Moothiah Moodelly as Executors
of the said Tyapah Moodelly or to the hands of
any person or persons for their or either of their use
and how and in what manner the same Estate hath
been applied and disposed of, and that the said
Master do also enquire and state how much and
what part or parts of the said Estate of the said
Testator Bombay Chinniah Pillay doth or do now
remain outstanding or unrecovered and for what reason
and

and by reason default or Neglect the same hath or have not been gotten in or Received, and that in taking the said account the said Master do make unto the Parties all just allowances - and that the said Master be at Liberty to Examine the Defendants in this Cause upon oath or Interrogatories touching the Estate of the said Testator Bombay Chinniah Pillay and the Receipt and disposal thereof by them the said Defendants or any or either of them or by the said Tyapah Moodelly in his life time, in such Manner as the said Master shall think proper, and that the said Defendants do produce to and leave with the said Master upon oath if required all Books, Papers, Cadjans, Accounts and Writings in their or any of their Custody, possession or power touching or in any way relating to or Connected with the said Estate of the said Bombay Chinniah Pillay and that the Complainants and others interested in the matters of this Suit be at liberty to inspect, Examine and take Copies of, or Extracts from, the said Books, Papers, Cadjans, Accounts and writings or of any of them - and that the said Master do enquire and state whether the Complainant hath attained or Compleated his age of Twenty one years - and do also enquire and state whether Gopaul in the Pleadings in this Cause Named did upon his death leave any and what Will or other Testamentary disposition of his Estate and Property, and whether any and what Relations or Next of Kin of the said Gopaul, besides the Complainant are

are now living and entitled to his Estate and Property in case he should not have disposed of the same by Will or otherwise, and that the said Master do also enquire into and state the Nature and duties of the office of Conicoply of the Village of Vichore Mentioned in the Pleadings in this cause, and of the Rents, Issues, profits or other advantages made or to be made thereof - ~~And it is further Ordered and Decreed that the said Defendants do~~ pay unto the Complainant if he hath attained his said age of Twenty one Years, the Legacy or Sum of Two thousand Pagodas bequeathed to him in and by the Will of the said Bombay Chinniah Pillay and also the like Legacy or Sum of Two thousand Pagodas thereby bequeathed to the said Gopaul, in case it shall be found on such enquiry as is hereby directed to be made by the said Master that the said Gopaul hath died without leaving any Will or other Testamentary disposition of his Property as aforesaid, and without any male Issue: and as to the Contingencies respecting the said two Legacies bequeathed to the Complainant and to the said Gopaul that the said Master be at liberty forthwith to make a Separate Report or Separate Reports - and if it shall be found that the said Gopaul died without male Issue and without leaving any Will or other Testamentary disposition of his Property as aforesaid then in such last mentioned case, that the said Defendants do pay unto the Complainant all such Sum and Sums of Money as shall be found to be remaining in their hands or with which they or any of them shall be found to be Chargeable or answerable upon taking the

+ And it is further ordered and directed that the said Master do ascertain and discover what Sum and Sums of Money or other Goods and effects the said Testator Bombay Chinniah Pillay have come to the hands of the said Defendants generally, or which of them in particular; and that they the said Defendants or one of them account for the same before the said Master upon the Coming in of his Report (if required) so

the account hereby directed, Subject to the performance by the said Complainant of the Several Religious and Charitable acts directed by the Will of the said Testator Bombay Chinniah Pillay, and that the said Defendants do also deliver and make over unto the Complainant all such Houses, Gardens, Lands and Tenements Jewells, Joys and other goods and Chattels as may now remain unsold, belonging to the said Estate - and also the office of Conicoply of the Village of Vechore Mentioned in the Pleadings with all benefits and advantages appurtaining thereto - and do make and Execute unto the said Complainant all such assignments, grants and Conveyances of all and Singular the said premises as may be proper and Necessary in that behalf - and it is further Ordered and directed that the said Master do take full and Sufficient Security from the said Complainant, in such Manner as he shall think fit for the due application and disposal of all such Sum and Sums of Money as are in and by the said Will directed to be applied and disposed of in and towards the Religious and Charitable acts, and for other the purposes therein Mentioned, and for the Regular observance and performance of those Charities and directions by the said Complainant - and that the Master be at liberty to report Specially if he shall have occasion or be required so to do and all further directions are hereby reserved until after the said Master shall have made his Report -

By the Court

In the Supreme Court of Judicature at Madras -

Friday the 8th day of February one thousand eight hundred and five and in the 45th year of the Reign of His Majesty King George the third Between

Equity side

Iyaloo Chitty Complainant -

and

John King Lane and Elizabeth Lewcock Administrator and administratrix of William Lewcock deceased Defendants -

This Cause Coming on this day for further directions and as to Matter of Costs reserved by the interlocutary Decree made therein on the 27th day of September last - On reading the said Decree the Report of the Master of this Court made in pursuance thereof and filed on the 25th day of January last and the order of Court of the 30th day of the said month of January confirming the said Report - and on hearing the arguments of Counsel on the sides and on due consideration had thereon - This Court doth think fit to order and Decree and it is accordingly ordered and Decreed that the Defendants do pay unto the Complainant out of the Estate & Effects of the Intestate William Lewcock deceased the Sum of Seven hundred Star Pagodas being the Principal and Interest ascertained & specified by the said Report to be due to the Complainant - and it is further ordered that the Costs of this Suit be paid out of the Estate of the said William Lewcock -

By the Court

Lettercard Decree

Lord

P. Ramaswamy Ramaswamy

Esqrs.

Dec.

Decree.

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the Sixth day of February one thousand eight hundred and five and in the 45th. Year of the Reign of His Majesty King George the third

Between John King Lane and Elizabeth Lewcock Administrator and administratrix of William Lewcock deceased - Complainant

and

Colingarayen Moodelly, Vasantapooram Ramaswamy Iyar and Comare Mootiah Surviving Executors of Tyapah Moodelly deceased - Defendants

This Cause Coming on this day to be heard and debated in the presence of the advocates learned on both sides - Upon reading the Original Bill of Complaint Exhibited by the above named Complainants - The Separate Answer of the Defendant Colingaroy Moodelly thereto - The Separate Answer of the Defendant Vasantapooram Ramaswamy Iyar - and the Separate Answer of the Defendant Comare Mootiah - And upon debate of the Matter and hearing what was alledged by the Counsel on both sides and due Consideration had thereon - This Court doth think fit to Order and Decree and it is accordingly Ordered & Decreed that the Original Bill of Complaint filed in this Cause do stand dismissed, but without Costs -

By the Court

In the Supreme Court of Judicature at Madras -

Friday the 8th day of February one thousand eight hundred and five and in the 45th year of the Reign of His Majesty King George the third Between

Equity side

Iyaloo Chitty Complainant -

and

John King Lane and Elizabeth Lewcock Administrator and administratrix of William Lewcock deceased Defendants -

This Cause coming on this day for further directions and as to Matter of Cost reserved by the interlocutory Decree made therein on the 27th day of September last - on reading the said Decree the Report of the Master of this Court made in pursuance thereof and filed on the 25th day of January last and the Order of Court of the 30th day of the said Month of January confirming the said Report - and on hearing the arguments of Counsel on both sides and on due consideration had thereon This Court doth think fit to Order and Decree and it is accordingly ordered and Decreed that the Defendants do pay unto the Complainant out of the Estate & Effects of the Intestate William Lewcock deceased the Sum of Seven hundred Star Pagodas being the Pincipal money and Interest ascertained & specified by the said Report to be due to the Complainant - and it is further ordered that the Costs of this Suit be paid out of the Estate of the said William Lewcock -

By the Court

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 9th day of February 1805 -
and in the 45th year of the Reign of
His Majesty King George the third
Between Pungaroo Chingleray Mudeli
& his wife Complainants -
and Paul Benfield - Defendant -

This Cause coming on this day for further direction
On reading the interlocutary Decree made in this Cause on
the 29th Day of September last, the Report of the Master
made in pursuance thereof & filed on the 15th day of January
last - and the order of Court of the 2d day of the
present month of February confirming the said Report
& on hearing what was alledged by Mr Strutther advocate
for the Complainants and on due Consideration had thereon -
This Court doth think fit to Order and Decree, and it
is accordingly Ordered & Decreed that the Defendant do pay Defend
unto the Complainants the Sum of 9933 Star Pagodas 33
& 13 Cash, in the said Report Specified, and that
said Complainant be at liberty to sue out Execution for
that Sum upon giving Security to be approved by the
Master to abide the event of any Appeal from the Decree
Majesty in Council which may be lodged by the
against the Decree of this Court in the premises

By the Court

In the Supreme Court of Judicature at Madras

Equity side

Friday the Twenty Second day of March one thousand eight hundred and five and in the 45th year of the Reign of His Majesty King George the third Between Veesumtapooram Ramasawmy Braminy - - Complainant

and

Colingaroy Moodelly, Connore Moodelly, and Elizabeth Lawcock and John King Lane Administrators and Administrator of William Lawcock deceased - - - Defendants

This Cause Coming on this day to be heard and debated in the presence of the Advocates learned on both sides, on reading the Bill of Complaint - The Several Answer of the Defendant Colingaroy Moodelly thereto - The Joint and Several answer of the Defendants Elizabeth Lawcock and John King Lane The further Answer of the Defendant Colingaroy Moodelly The Several Answer of the Defendant Connore Moodelly Moodelly - and upon debate of the Matter and what was alledged by the Counsel on both sides and due Consideration had thereon - This Court doth think fit to order and Decree and it is

Other time of payment or rate of Interest be Mentioned in the Will, and then and in such Case, according to the Will and that the said Master do also enquire examine and Report whether any and which of the Benefactions Charities or Religious bequests Ordained or Made by the said Testator in and by his said Will, are such as May or ought to lie or to have been wholly or partially and to what extent in particular, dispensed with or left unperformed — and whether any other Charitable or Religious Benefactions May or can, or Could or Might or ought to lie, or have been with better propriety substituted for all or any of the said Charities or Religious bequests Ordained by the said Testator in and by his said Will - and that may or ought to lie, or have been so as aforesaid dispensed with and that the said Master do also enquire what (if any) such Substitution or Substitutions as aforesaid, hath or have been already Made by any and which of the Executors named in the said Testators Will and the Reasons thereof and do Report the same together with the said Masters Approbation or Disapprobation of the said

Substitutions

Substitutions and in taking the accounts hereby directed if the said Master shall find the Estate of the said Testator to be insufficient for answering to their full extents the legacies, Annuities, Charities and Religious bequests given by the said Testator's will, that the said Master do Make an apportionment and distribution of the said Testator's Estate to and amongst such of the Legatees & Annuitants as shall at the time of the Making thereof be living and entitled thereto and towards and for such of the Charitable and Religious purposes prescribed by the said Testator in and by his Will as he shall think fitting and proper to be performed - and carried wholly or partially into effect - and towards & for such other Charitable and Religious Benefactions as the said Master shall Consider deserving to be substituted in lieu of any of the Charities or Religious bequests prescribed by the said Testator's will - and that the said Master be at liberty from time to time if he shall think Necessary to make a Separate Report or Separate Reports relative to the immediate

other time of payment or rate of Interest be Mentioned in the Will, and then and in such case, according to the Will and that the said Master do also enquire examine and Report whether any and which of the Benefactions Charities or Religious bequests Ordained or Made by the said Testator in and by his said Will, are such as May or ought to be or to have been wholly, or partially and to what extent in particular, dispensed with or left unperformed — and whether any other Charitable or Religious Benefactions May or can, or Could or Might or ought, to be, or have been with better propriety substituted for all or any of the said Charities or Religious bequests Ordained by the said Testator in and by his said Will — and that may or ought to be, or have been so as aforesaid dispensed with and that the said Master do also enquire what (if any) such Substitution or Substitutions as aforesaid, hath or have been already Made by any and which of the Executors named in the said Testators Will and the Reasons thereof and do Report the same together with the said Masters Approbation or Disapprobation of the said

Substitutions

Substitutions and in taking the accounts hereby directed of the said Master shall find the Estate of the said Testator to be insufficient for answering to their full extents the legacies, Annuities and Religious bequests given by the said Will, that the said Master do make an apportionment and distribution of the said Estate to and amongst such of the Legatees & Annuitants as shall at the time of the Making thereof be living and entitled thereto and towards and for such of the Charitable and Religious purposes prescribed by the said Testator in and by his Will as he shall think fitting and proper to be performed — and carried wholly or partially into effect — and towards & for such other Charitable and Religious Benefactions as the said Master shall Consider deserving to be substituted in lieu of any of the Charities or Religious bequests prescribed by the said Testators will — and that the said Master be at liberty from time to time if he shall think Necessary to make a Separate Report or Separate Reports relative to the immediate

immediate payment of any of the Legacies
given and bequeathed in and by the said
said Testator or Relative to the immediate
of any Sum or Sums of Money towards any
charible and Religious Bequests Mentioned
Will of the said Testator or Relative
Other Matter or thing arising in the Cau
the enquiries hereby directed to be Made
Justice and Merits of the Case shall require
also what Sum or Sums of Money will be
to be secured and set apart in and towa
The payment of such Annuities as are give
and bequeathed by the Will of the said Testa
for securing which no Specific Sum is by
said Will directed to be set apart: and
that the Parties to this Suit be at liberty up
such separate Reports or Reports being made
to apply to this Court or to any Judge thereof in
time of Vacation to Confirm or vary the same,
and on final Confirmation thereof to apply in the
same Manner as often as shall be Necessary for
such further Order and Directions as may be
deemed Expedient or as shall be proper and

fit to be made in that behalf and that the Rents of the Upon
Master do enquire and state how much and
part or parts of the Estate and Effects of the
Testator Tyapah Moodelly hath or have at the
time and when heretofore been received by or
come to the hands of the Complainant and how
much and what part or parts thereof hath or
have come to the hands of the Defendant Colingarey
Moodelly or to the hands of the Defendant
Connore Mootiah Moodelly or to the hands of
the Intestate William Lewcock in his life
time as Executors of the Will of the said
Testator or since of the said W.m Lewcock
of either of the Defendants John King Lane
and Elizabeth Lewcock as Administrator and
Administratrix of the said William Lewcock
or to the hands of any other Person or Persons
by the Order or for the use of them or any or
either and which of them and in what manner
the said Complainant and also the said Defendant
Colingarey Moodelly and also the Defendant Connore
Mootiah Moodelly and the said William Lewcock
in his life time and the Defendants John King
Lane

Lane and Elizabeth Lewcock since his decease
hath or have respectively withholden applied or disposed
of the same Estate and that the said Master do also
enquire and state how much and what part or parts
of the State of the said Testator Tyapah Woodley
doth or do now remain outstanding or unreceived and
for what reason and by whose act Means prevention
default or Neglect the same hath or have not been
gotten in or received - And that the said Master do
also inquire and ascertain what part of the Estate
and Effects of the said Testator doth now remain in
specie unapplied, and at whose request and by whose
Neglect act Means prevention or default and for
what purpose the same hath so remained unapplied
and undisposed of, and in taking the said account that
the said Master do make unto all Parties all just
allowances - and that the said Master do enquire and
ascertain the Number and estimated Value of the Negro
Silver Furniture and Jewels and also the Nature
qualities and quantities and estimated Value of all
the residue and remainder of the said Testators
Houses Grounds Lands and Priviledges and
other Estate and Effects - and that the said
Master be at liberty to Examine the Complainants
and Defendants in this Cause upon Interrog
touching

One other Principal Sum in respect of two Bonds of the year
1787 the one of Recognizance and the other of Interest due by Enoch
Alexander and which were received by the Executors from Johannes
Selth on account of a larger debt owing by him to the Estate - and
which Amount to - - - - - - - - - - 150. —

And that the said Master shall and may allow
of and report to the Court as Charge substantiated by the
Complainants against the said Arathoon Jacob and the Defendant
John Shannon and for and as Assets of the Estate of the
Testator come to their hands at the time herein Specified in
respect thereto the Monies next hereinafter Mentioned / that
is to say /

A Principal Sum owing from Enoch Alexander
upon a note debt and come to the hands of the said Arathoon
Jacob and the Defendant John Shannon as Executors on the 15th
June 1794 of Pagodas - - - - - 166 —

Do

Another Principal Sum due to the said
Arathoon Jacob and the Defendant John Shannon
as Executors on the 15th August 1788 from Mrs
Jonath Kennedy (at which time they accepted
from Solomon Kennedy her husband a
Bond) of Pagodas - - - - - 191. —

And that the said Master do state and carry
disallow to the said Executors and expunge from every
Account and claim submitted or wherein the Defendant
John Shannon or the Defendants Jacob Arathoon and
Solomon Arathoon as Executors of the said Arathoon Jacob may

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Seek

Lane and Elizabeth Lewcock since his decease hath or have respectively withholden applied or disposed of the same Estate and that the said Master do also enquire and state how much and what parts or part of the State of the said Testator Tyapah Moodelly doth or do now remain outstanding or unrecovered and for what reason and by whose act Means prevention default or Neglect the same hath or have not been gotten in or received - And that the said Master do also inquire and ascertain what part of the Estate and Effects of the said Testator doth now remain in specie unapplied, and at whose request and by whose Neglect act Means prevention or default and for what purpose the same hath so remained unapplied and undisposed of, and in taking the said account that the said Master do make unto all Parties all just allowances - and that the said Master do enquire and ascertain the Number and estimated Value of the Plate Silver Furniture and Jewels and also the Nature qualities and quantities and estimated Value of all the residue and remainder of the said Testators Houses Grounds Lands and Priviledges and other Estate and Effects - and that the said Master be at liberty to Examine the Complainant and Defendants in this Cause upon Interrogatories touching

One other Principal Sum in respect of two Bonds of the year 1787 the one of Respondentia and the other of Interest due by Lachlick Alexander and which were received by the Executors from Johannes Seth on account of a larger debt owing by him to the Estate and which Amounted to - - - - - - - - - - 150. —

And that the said Master shall and may allow — of and report to the Court as Charges substantiated by the Complainants against the said Arathoon Jacob and the Defendant John Shamier and for and on account of the Estate of the Testator come to their hands at the times herein Specified in respect thereto the Monies next hereinafter Mentioned / that is to say /

A Principal Sum owing from Lachlick Alexander upon a bad debt and come to the hands of the said Arathoon Jacob and the Defendant John Shamier as Executors on the 15th June 1794 of Pagodas - - - - - 440 — —

Ditto

Another Principal Sum due to the said Arathoon Jacob and the Defendant John Shamier as Executors on the 15th August 1788 from Mrs Janath Kennedy (at which time they accepted from Solomon Kennedy her husband - a Bond) of Pagodas - - - - - 191. —

And that the said Master do state and strike — disallow to the said Executors and expunge from every Account and charge entered or inserted by the Defendant John Shamier or the Defendants Jacob Arathoon and Isaac Arathoon as Executors of the said Arathoon Jacob may

5

Seek

such any discharge in respect thereof or of any part thereof the Monies
said debit next hereinafter Mentioned (that is to say)

A Principal Sum debited to the Estate of the Testator
Johannes Ter Jacob by the said Arathoon Jacob in his life time
and the Defendant John Shamier in their Second Account Current
of the Estate delivered in the late Court of the Recorder of Madras
in its Ecclesiastical jurisdiction for so much money Lent by them
as Executors on the 15th June 1794 to Philip Jacob Arathoon Hanchick
Alexander of Bagt — 1171. —

A Principal Sum debited to the Estate of the Testator Johannes
Ter Jacob by the said Arathoon Jacob in his life time and the
Defendant John Shamier in their Second Account Current of the
said Estate rendered to the late Court of the Recorder of Madras
in its Ecclesiastical jurisdiction for so much Money Lent by them
as Executors on the 1st May 1795 to Arathoon Sarkies in Bonds of Pags 2620. —

And one other Principal Sum debited to the Estate of the
said Testator by the said Arathoon Jacob in his life time and
the Defendant John Shamier in their second Second Account
rendered of the Estate for so much Money Lent by them as
Executors on the 22d July 1795 to Ameer and Ameer Sett
in Bonds of Pagodas 2500. —

And also that the said Master to shall and may disallow
and reject from the charge made thereof by the Complainants
and from every future and Surcharge in respect thereto or any
part thereof that may be made against the Defendant John
Shamier or his Representatives or the Representatives of the said
Arathoon Jacob his several Sums which are set down in the
Schedule numbered 2. to the first Examination put in
by the said Defendants Arathoon Jacob and John Shamier
to the Complainants interrogatories before the Master as
debts to the Estate of the Testator outstanding and due from
Stephen Johannes Galaunder Viz.

One Principal Sum on Bond dated the 19th November 1784 of Pagodas 400 —

And One other Principal Sum on a Note
of Hand dated 21 May 1795 of Pagodas 277 3/4

And one other Principal Sum on
Bond dated 26th August 1791 from Andrew Ross
[illegible] in the said Schedule Viz Star Pags 500. —

And all interest Money which hath or might have
accrued or shall or can accrue in respect of the said Princi-
-pal Sums or either of them or any parts or part of them
or either of them —

And as to for and concerning the charges made
by the Complainants against the Defendants for debts Owing
to the Testator at the time of his death and which Ought
have been received without the Wilful default of the
Executrix Anna in her life time or of the Executors Defen-
-dants since his death, of —

One Principal Sum due to the Testator
at the time of his death on Account of a Respon-
-dentia Bond on the ship Dadeley dated 9th August
1784 of Pagodas 730 —

And One other Principal Sum due to the
Testator at the time of his death on Account of other
Respondentia on the Ship Dadeley in the name of
Shamier Sultans of Pagodas 700 —

That the said Masters do shall and may disallow
and reject the same Sums respectively and Interest accrued
and to accrue in respect thereof from the charge so made
and from any future or surcharge to be made thereof by
the Complainants — But that nevertheless the said Masters
do and shall and may allow of and report to the Court in
relation to the charge already made or to any future or surcharge
that may be made before him by the Complainants all
such parts or part of the same Principal Sums of seven
hundred and thirty Pagodas and seven hundred Pagodas or

And

such any discharge in respect thereof or of any part thereof of the Monies and debts next hereinafter Mentioned (that is to say)

The Principal Sum debited to the Estate of the Testator Johannes Ter Jacob by the said Arathoon Jacob in his life time and the Defendt John Shamier in their Second Account Current of the Estate delivered in the late Court of the Recorder of Madras in its Ecclesiastical jurisdiction for so much money lent by them as Executors on the 15th June 1794 to Philip Jacob Altoon Hachick Alexander of Cayl — 1471. —

A Principal Sum debited to the Estate of the Testator Johannes Ter Jacob by the said Arathoon Jacob in his life time and the Defendant John Shamier in their second Account Current of the said Estate Tendered to the late Court of the Recorder of Madras in its Ecclesiastical jurisdiction for so much Money lent by them as Executors on the 1st May 1795 to Arathoon Sarkies in Bond of Pags 2620. —

And one other Principal Sum debited to the Estate of the said Testator by the said Arathoon Jacob in his life time and the Defendant John Shamier in the same second Account Tendered of the Estate for so much Money lent by them as Executors on the 20th July 1795 to Aumd and Assist Asst in Bond of Pagodas 2500. —

And also that the said Master do shall and may disallow and reject from the charge made thereof by the Complainants and from every future and Surcharge in respect thereto or any part thereof that may be made against the Defendant John Shamier or his Representatives or the Representatives of the said Arathoon Jacob his several Sums which are set down in the Schedule numbered 2. to the first Examination put in by the said Defendants Arathoon Jacob and John Shamier to the Complainants interrogatories before the Master as debts to the Estate of the Testator outstanding and due from Stephen Johannes Effaunnee — Viz

One Principal Sum on Bond dated the 19th November 1784 of Pagodas 400 —

And One other Principal Sum on a Note of Hand dated 21 May 1795 for Pagodas 277 3/4

And one other Principal Sum on Bond dated 26th August 1780 from Andrew Ross Set down in the said Schedule for Star Pags 500. —

(6)

And

And all interest Money which hath or might have accrued or shall or can accrue in respect of the said Principal Sums or either of them or any parts or part of them or either of them —

And as to for and concerning the charges made by the Complainants Against the Defendants for debts Owing to the Testator at the time of his death and which Ought have been received Without the Wilful default of the Executrix Anna in her life time or of the Executors Defendants since her death, of —

One Principal Sum due to the Testator at the time of his death on account of a Respondentia Bond on the ship Dadeley dated 9th August 1784 of Pagodas 730 —

And One other Principal Sums due to the Testator at the time of his death on account of other Respondentia on the Ship Dadeley in the name of Shamier Sultaun of Pagodas 700 —

That the said Master do shall and may disallow and reject the same Sums respectively and Interest accrued and to accrue in respect thereof from the charge so made and from any future or surcharge to be made thereof by the Complainants — But that nevertheless the said Master do and shall and may allow of and report to the Court in relation to the charge already made or to any future or surcharge that may be made before him by the Complainants all such parts or part of the same Principal Sums of four hundred and thirty Pagodas and four hundred Pagodas or either

either of them or of any Interest or premiums for or concerning them or either of them and all such compensations or satisfaction for the same Principal and Interest Monies or any or either of them as by any the Answers or Examinations of the said Avathoon Jacob and the Defendant John Shamier shall appear or the said Master shall otherwise find to have come to the hands of the said Defendants as Executors or to the hands of any person or persons by their or either of their Order or for their or either of their use and also interest on such Sums or Sum of money as shall be so found to be computed from the date or dates on which the same shall appear to have come to such hands.

And for as much as in and by the several Answers and examinations put in by the said Avathoon Jacob in his life time and the Defendant John Shamier to the Complainants Bill and the Interrogatories filed in the Office of the Master divers debts and Sums of Money upon different Accounts appear to have been owing from Narcis Johannes to the Estate of the Testator at the time of his death or chargeable by the Executors of the said Testator to the said Narcis Johannes in respect of Transactions between the Testator in his life time and the said Narcis Johannes - and which are charged by the Complainants specifically as follows (that is to say)

A Balance of the year 1788 upon different open accounts in the Books of Johannis Jacob with Narcis Johannes (as appears upon the first Account Current of the Estate delivered into Court and subjoined to the Bill) of Pagodas	809
Another Principal Sum owing to the Testators at the time of his death from Narcis Johannes (being the Value of Sugar Candy sent to Narcis Johannes at Calcutta by the Testator as appears by Schedule No. 13 to the Defendants third Examination) of Pagodas	348 33
Another Principal Sum owing to the Testator at the time of his death from the said Narcis Johannes on account of a Remittance to him in Money or goods to that Value - as appears by the same Schedule - of Pagodas	140 28
Another Principal Sum owing to the Testators at the time of his death from the said Narcis Johannes on a Separate account as appears by the same Schedule of Pagodas	499 54
Another Principal Sum owing to the Testator at the time of his death from the said Narcis Johannes on account of a consignment from the Testator to the said Narcis Johannes as appears by the same Schedule of Pagodas (and)	3522 14
One other principal Sum owing to the Testator at the time of his death from the said Narcis Johannes by reason of a Consignment in the year 1783 to that Value from the former to the latter as appears by the same Schedule of Pagodas	1397 [illegible]

It is further Ordered that the said Master do and shall require from the Defendant John Shamier and the Defendants Jacob Avathoon and Saker Avathoon as Executors of the said Avathoon Jacob the production before him of all books of Account which were kept by or for the Testator in his life time and which shall not be already in the

profession of the said master and that the said master do and shall inspect and examine as well the books of Account already produced as any other Books of Account Vouchers or documents now in their profession and capable of being immediately produced and do ascertain the balance thereupon apparently to be due to the Estate of the said Testator Johannes Test Jacob at the time of his death from the said Marcis & Johannes — And that the master do report the same & specially to this Court. —

And it appearing by the second Examination put in by the said Arathoon Jacob in his life time and the Defendant John Shamier to the Interrogatories exhibited on behalf of the Complainants before the master that the Testator Johannes Test Jacob having money in the hands of one Phanies Bagram at Calcutta — the said Phanies Bagram by desire of the Testator did lend out the same Money at interest — And that on the same debts becoming due the said Phanies Bagram received but a part of the Amount And for the residue received certain Emeralds & which Emeralds with charges Amounted to One thousand Seven hundred and ninety nine Pagodas —

It is Ordered that the master do and shall Enquire and certify to this Court whether such acceptance of Emeralds to the amount of One thousand Seven hundred and ninety nine Pagodas by the said Phanies Bagram intervene the life time of the Testator or otherwise in the life time of the Executrix Anna Johannes or after her decease — And if he shall find such acceptance to have been subsequent to the death of the Executrix and

Testatrix Anna then that the master do shall and may allow of and Report to the Court for a charge such sum paid against the Executors and Defendants Arathoon Jacob and John Shamier and as to much money received by them to the use of the Estate of the said Testator at the time at which such Emeralds shall appear to have been accepted (if that time may be ascertained) or otherwise on the thirty first day of may in the year One thousand Seven hundred and ninety the sum of One thousand Seven hundred and ninety nine Pagodas. —

And if he shall find such acceptance to have been in the life time of the Testator or of the Executrix Anna that the said master do allow of as charges against the Executors to be comprehended by his general Report the several sums of money which shall appear before him to have been the produce of such part of the Emeralds as have been sold by the Executors — and as receipts by the Executors or Account of the Estate at the times at which it shall appear those sums shall have been respectively received

And that in the latter event the said master do and shall enquire and report whether in the interval during which the Emeralds undisposed of have been in the hands of the Executors the same might not have been disposed of advantageously for the Estate and at what time or times and upon what terms.

And the Complainants having charged the Defendants Arathoon Jacob in his life time and the

Defendant

Defendant John Shamier before the master with a Sum
of One Thousand and ninety five Pagodas and Twenty
One fanams in Respect of two several Compounds Sums of
five hundred and Thirty Six Pagodas Acknowledged by the
said Defendants to have been at different times on differ
Accounts Received and of a Bond for the Remaining Sum of
five hundred and fifty nine and an half Pagodas by them
accepted in the year One Thousand Seven hundred and
Eighty Seven from Arathoon Moorad Cawn: —

It is further Ordered that the said masters
shall and may (if he shall so find fitting) allow of and
Comprehend by his General Report the last mentioned charge
to the extent of five hundred and Thirty Six Pagodas (part
of the said Sum of One Thousand and ninety five Pagodas
and twenty One fanams) And that the question of the
Defendants liability to Answer the remaining Sum of five
hundred and fifty nine and an half Pagodas be reserved
for the further consideration of this Court. —

And it is lastly Ordered Towards the
determining and an Adjudication of the Matters comprised
by the fifth question hereinbefore stated in Relation to
the interest Monies derived and which ought to have been
produced from the trust fund in the Hands of the Executors
that the Masters do forthwith Enquire and Ascertain the
Rate of interest which yearly and every year from the
first day of January One Thousand Seven hundred and
eighty eight until the time of the taking the Accounts &

severally

John Shaw

severally directed hath been and shall be paid or allowed by
the Government of Fort Saint George upon Bonds or other
Securities of the Government granted to Individuals for
Monies lodged in the Treasury of the Government and thereaf
from do ascertain the average yearly rate of interest
during that space of time — And upon all and every the
Sums and Sums of money which on the first day of
January in the year of Our Lord One Thousand Seven
hundred and eighty nine shall be found by the Masters
in taking the Accounts directed by the Decree to have been
in the hands of the said Executors on Account of the Estate
of the Testator Johannes ter Jacob (after making the several
disallowances directed by this Order) And upon all and
every the Sums and Sum of Money which by this Order
are and is declared to be chargeable and are directed
to be charged against the said Executors as Money having
Actually come to their hands at the respective times &
hereinbefore specified that the said Masters do Calculate
interest up to the date of his Report According to such
Average Rate of interest as shall be found and Ascertained
by him — And it is Adjudged that the said Masters
do shall and may allow of and Report to the Court
interest Monies so as aforesaid to be Computed in the
stead of the interest Monies with which the Defendants be
Credited or before the time of making his Report may Credit
the Estate. —

And in Regard to the Matters hereinbefore

to have been in question - and concerning which Reference
is hereby made to the Master that all further directions
reserved until after the Master shall have made his
Report - And as to all such of the said Matters as are
hereinbefore Reserved for further Consideration, and
the question as to Commission retained by the Court
and for which they have Rather Credit to themselves
second and fourth Accounts Account delivered in to Court,
in the Account of Interest subjoined to their further Answer
(which is also hereby Reserved) It is directed that the same
abide the further Order of this Court -

(Letter question)

By the Court
John Rans
Dy Regr

In the Supreme Court of Judicature at Madras -

Equity side -

Monday the 22nd April 1805 in the 45 Year of the Reign of His Majesty King George the Third Between the United Company of merchants of England trading to the East Indies Complainants and Sarah Ann Smart & Daniel Crawford Defendts

The United Company
vers
Sarah Ann Smart &
Daniel Crawford

This Cause coming on this day to be heard and debated in the presence of the Advocates learned on both sides on reading the Bill of Complaint with the Exhibits thereto annexed the several Answer of the Defendant Sarah Ann Smart, and the several Answer of the Defendant Daniel Crawford to the said Bill the Replication of the Complainants and the Rejoinder of the Defendants thereto And on reading and hearing His Majesty's Royal Letters Patent bearing date at Westminster the twelfth day of Novr in the 44. Year of his Reign giving and granting unto the Complainants all such Plunder or Booty and Stores Provisions and Things captured and taken in the French Fort of Pondicherry as therein mentioned to have and to hold one half thereof unto the Compltts for their own use and behoof and to have and to hold the other half thereof unto the Compltts the Trusts to be by them or by those whom they should appoint divided among the Commanders, Officers

Officers and Men belonging to the Land and
Sea Forces employed in the Expedition of the
2d. Instant and Settlement of
Pondicherry in such Shares and Proportions
as the Governor in Council of Fort St. George
shall [illegible] fitting to be consistent with the usage
in such cases and for that purpose directing
and commanding the Persons who acted as
Agents for the captured Property to account
for and pay over the same and the
Proceeds thereof in their hands to the Comptr.
for the purposes and on the Trusts aforesaid
And upon debate of the matter and hearing
what was alleged by the Counsel on both
sides and upon due Consideration had
thereon This Court doth think fit to
Order and Decree and it is accordingly
Ordered and Decreed That the Defendants
Daniel Crawford
do pay unto the Complainants the full sum
of Eleven Thousand eight hundred
and thirty eight Star Pagodas together with
Interest thereon at and after the rate of
Eight per Cent per annum from the 9th
day of February in the Year 1803. and also
the Costs of this Suit And upon the
application of the Defendant Daniel
Crawford by his Counsel Advocate, and it
appearing

appearing from the Answer of the other Defendant
Sarah Simonds that the ~~latter~~ doth not admit
her hands of and belonging to the Estate of
her Intestate Husband and ought to pay and
satisfy the claims of the said Complainants
It is further Ordered and Decreed that
it be Referred to the Master of this Honble
Court to take an Account of the Estate and Effects
of the said Intestate Charles Smart and how
much and what part or parts thereof hath or
have at any time and when heretofore been
received by or come to the hands of the said
Defendant Sarah Stow Smart or of any other
person or persons in Trust for her or to her
use or with her privity consent or procurement
And how and in what manner the said
Defendant or any other person or persons as
aforesaid hath or have respectively applied
or disposed of the same Estate and that the
Master do also enquire and state how
much and what part or parts of the said
Estate of the said Intestate Charles Smart

3

doth

at Madras -

other person on his behalf be at liberty to
inspect examine and take copies of or
Extracts from the said Books Papers Accounts
and writings or of any of them and that
the Master be at liberty to Report specially
if he shall have occasion or be required
so to do - And all further directions are
hereby reserved until after the said
Master shall have made his Report -

By the Court

Gibbs Ricketts
Regr

Ingrossed
Examined
by [illegible]

Speale
Solr

In the Supreme Court of Judicature at Madras.

Equity side

Monday the 22d day of April one thousand eight hundred and five and in the 45th Year of the Reign of His Majesty King George the third between His Majesty's Attorney General at the relation of George Westcott Esqr Informant

and

William Douglas Brodie, Alexander Cockburn and Joseph Baker

Defendants

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides On reading the Information of His Majesty's Attorney General at the relation of George Westcott Esqr and the joint and Several answer of the Defendants thereto and upon debate of the Matter and hearing what was alledged by the Counsel on both sides and upon due Consideration had thereon This Court doth think fit to Order and Decree and it is accordingly ordered and Decreed that it be referred to the Master of this Honble Court to take an account of a certain principal Sum of one thousand five hundred Star Pagodas, bequeathed in and by the last Will and Testament and Codicil of Petrus Uscan deceased in the Pleadings in this Cause named for the purpose

(8)

Pte. Mudet Complts
& Decree
Mr. Strange Junr
Proctr
Decree

In the Supreme Court of Judicature at Madras.

Equity side

Monday the 22d day of April one thousand eight hundred and five and in the 45th Year of the Reign of His Majesty King George the third between His Majesty's Attorney General at the relation of George Westcott Esqr Informant

and

William Douglas Brodie, Alexander Cockburn and Joseph Baker Defendants

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides On reading the Information of His Majesty's Attorney General at the relation of George Westcott Esqr ---------- and the joint and Several answer of the Defendants thereto and upon debate of the Matter and hearing what was alledged by the Counsel on both sides and upon due Consideration had thereon This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that it be Referred to the Master of this Honble Court to take an account of a Certain principal Sum of one thousand five hundred Star Pagodas, bequeathed in and by the last Will and Testament and Codicil of Petrus Uscan deceased in the Pleadings in this Cause Named for the

purpose

purpose of keeping in good and substantial Repair a Certain Bridge called Marmalong Bridge therein Mentioned and for other the purposes in the said Will and Codicil expressed and of all Interest, profits and other advantages that have been made thereof by the said Defendants or by any other person or persons, being the Church Wardens of the Parish of St. Mary's Church at Fort St. George or otherwise, and how and in what manner the same Principal Sum together with the Interest, profits and other advantages which have accumulated thereon or been made thereof have or hath been paid, applied and disposed of and how much and what part or parts thereof doth or do now remain in the hands and possession of the said Defendants as Church Wardens of the Parish of St. Mary's Church aforesaid or otherwise and that in taking the said accounts the said Master do make unto the Parties all just allowances - and that the said Master be at Liberty to Examine the Defendants in this Cause upon oath on Interrogatories touching the said Bequest of one thousand and five hundred Star Pagodas and the Interest Profits and other Advantages made thereof, and of all sums of Money from time to time paid applied and disposed of for the purposes aforesaid either by the said Defendants or by any other person or persons in such manner as the said Master shall think proper and that the said Defendants do produce to and leave with the said Master (upon oath if required) all Books, accounts, Letters and Correspondence, Minutes, Entries Proceedings and other Papers and Writings in their or any of their Custody, possession or power touching or in any way relating to or connected with the said Bequest of the said Petrus Uscan, and the said Sum of one thousand and five hundred Pagodas and all Interest Profits and other advantages that have accrued thereon or been made thereof, and the application and disposal of the same or of any part thereof from time to time for the purposes in the said Will and Codicil in that behalf Mentioned; and that the Parties interested in the Matters of this suit be at Liberty to inspect Examine and take Copies of or Extracts from the said Books, accounts, Letters and Correspondence, Minutes, Entries Proceedings and other Papers and Writings or of any of them - And that the said Master be at Liberty to report Specially to this Court if he shall have Occasion or be required so to do and all further directions are hereby reserved until after the said Master shall have made his Report -

By the Court

Supreme Court
Equity Office
22. April 1805.

His Majesty's Attorney
General & others relators &
George Westcott Esqr
vers
Wm Douglas Brodie
and others.
Dmt
Decree.

In the Supreme Court of Judicature at Madras.

Equity side

Monday the Twenty second day of July one thousand eight hundred and five and in the Forty fifth Year of the Reign of his Majesty King George the third Between Stephen Jacob Pattoon, Arathoon Sofar and Anne his wife and Arathoon Joseph Marooth and Marcatoon his wife Complainants

and

Sargies Satur, Hiratoon Arathoon and Noonoo alias Varvar his wife and Philip Jacob Pattoon Defendants

This Cause Coming on this day to be heard and debated in the presence of the advocates learned on both sides - Upon reading the Bill of Complaint Exhibited by the above named Complainants - The Separate Answer of the Defendant Hiratoon Arathoon and Noonoo alias Varvar his wife thereto - The Several answer of the Defendant Philip Jacob Pattoon - The Several answer of the Defendant Sargies Satur - and upon debate of the Matter and hearing what was alledged by the Counsel on both sides thereupon due Consideration had thereof

fo 8

This Court doth think fitt to Order and Decree and it is accordingly ordered and Decreed that the " " " " Bill of Complaint filed in this Cause do Stand and be dismissed, but without Costs -

By the Court -

D Shaw D Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Twenty Seventh day of July one thousand eight hundred and five and in the forty fifth year of the Reign of His majesty King George the third

Between Sarquis Sahen Executor of the last Will and Testament of Cachick Agamal deceased - Complainant

and

Philip Jacob Pettum administrator of Gregory Abraham deceased -

Defendant

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides - on reading the Bill of Complaint - the Answer of the Defendant thereto - the further Answer of the Defendant - the Replication of the Complainant - and the Rejoinder of the Defendant thereto - and upon debate of the matter and hearing what was alledged by the Advocates ~~for the Defendant~~ on both sides and upon due consideration had the ~~Defendant~~ this Court doth think fit ~~to~~ the space of ~~it is~~ according ~~by~~ order ~~dismissed~~ ~~this Bill~~ hereof, say on ~~the~~ this Bill to the Master

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Twenty Seventh day of July one thousand eight hundred and four and in the forty fifth year of the Reign of His Majesty King George the third

Between Sarguis Saheb Executor of the last Will and Testament of Cachick Ngamal deceased - Complainant

and

Philip Jacob Petterin administrator of Gregory Abraham deceased - Defendant

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides - on reading the Bill of Complaint - The Answer of the Defendant thereto - The further Answer of the Defendant - The Replication of the Complainant - and the Rejoinder of the Defendant thereto - and upon debate of the matter and hearing what was alledged by advocates ~~by~~ sides and upon due consideration had the Court doth think fit

[illegible] the space of [illegible] is accordingly ordered [illegible] thereof, pay on [illegible] to the Master

× Rec.d by the 2.d Dep.t from Manilla on acc.t of the Estate of the d.d Intestate G. Abraham did comprize the Letters of the Identical Letter sent to the 2.d G. A. by the said Comptr Duffus in the Bill mentd. & on what acct in particular such Remittances were to Rec.d by the 2.d Dep.t—

of the said Intestate Gregory Abraham and how much and what part or parts thereof hath or have at any time and when heretofore been received by or come to the hands of the said Defendant or of any other person or persons in trust for him or to his use or with his privity consent or procurement, and how and in what manner the said Defendant or any other person or persons as aforesaid hath or have respectively applied or disposed of the same Estate; and that the said Master do also enquire and state how much and what part or parts of the said Estate of the said Intestate Gregory Abraham doth or do now remain outstanding or unrecovered and for what reason and by whose default or neglect the same hath or have not been gotten in or received and that in taking the said account, the said Master do make unto the Parties all just allowances; and that the said Master be at liberty to Examine the said Defendant in this Cause upon oath touching the Estate of the said Intestate

with the said Master (upon oath if required) all Books, Papers, Accounts and writings in his Custody possession or power touching or in any way relating to or connected with the said Estate of the said Gregory Abraham and that the Complainants or his Solicitor or any other person on his behalf be at liberty to inspect, examine and take Copies or Extracts from the said Books, Papers, accounts and writings or of any of them, and that the Master be at liberty to report specially the matter as the Case may require, and the Master shall have Occasion or be required so to do— and all further directions are hereby reserved until after the said Master shall have made his Report—

By the Court

aff.d
Dff.
7.th Augt 1805.

Defendant

the Space thereof, say on

(8)

Mr Teale
Mr Compe.

In the Supreme Court of Judicature at Madras

Equity side

Monday the fifth day of August one thousand eight hundred and five and in the forty fifth Year of the Reign of his Majesty King George the third Between Mary Crump Widow and Mary Crump Spinster the Infant Daughter of Samuel Crump deceased and Complainants

John Dupont and Samuel Crump Defendants -

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides - Upon reading the Bill of Complaint Exhibited by the above named Complainants - The Separate answer of the Defendant Samuel Crump thereto - The Separate Answer of the Defendant John Dupont - and upon debate of the Matter and hearing what was alledged by the advocates on both sides - and on due Consideration had thereon - This Court doth think fit to order and Decree and it is accordingly Ordered and Decreed that the Defendants ~~John Dupont~~ Samuel Crump -

£ do, in the Space of one Calender Month hereof, pay or cause, to be paid

the Registry of this Honble Court, the principal Sum of
Three Thousand Star Pagodas Secured in and by a certain
Indenture or Deed of Settlement in the Pleadings in this
Cause Mentioned, to, for and upon the Several uses trusts
intents and purposes therein Expressed and declared -
It is further ordered and Decreed that it be referred
to the Master of this Honble Court to take an account
of all Interest Monies, which since the decease of
Samuel Crump the late Husband of the Complainant
Mary Crump Widow, hath or ought to have for the come
or been Made from the Principal of the said Sum
of Three Thousand Star Pagodas by the said Defendants
or either of them, as Trustees in the said Indenture or
Deed of Settlement Named, and how and in what manner
the same Interest Monies or any part thereof, since
the period last aforesaid, have or hath been paid,
applied and disposed of, and to whom by name
particularly, and how much and what part or parts
thereof and from what period or periods the same
Interest Monies ~~doth or do now~~ remain in arrear
and unpaid to the said Complainant Mary Crump
Widow ~~and by whose~~ Default, Neglect or omission
the same or any part thereof is or have not
been gotten in, and received to be and
remain in arrear and unpaid, and

that in taking the said account the said Master do make
unto the Parties all just allowances and that the
said Master be at Liberty to Examine the Defendants
(or either of them) in this Cause upon oath or Interroga-
tories touching the Interest profits and other advantages
made of the said Principal Sum of Three Thousand
the said Samuel Crump
Mary Crump
disposal thereof-
them in each
proper ~~and~~
to and leave
required all
Receipts, accounts
Documents
their Custody,
any way relating
thousand Star
which the same or
~~may be~~ are
Profits and
ued thereon or
and the application
of the same Interest Monies or any
since the death of the said Samuel
Crump

~~And that the said Master be also at Liberty to~~
~~examine the Complainant Mary Crump Widow~~
~~in this Cause, upon Oath or Interrogatories~~
~~touching all or any of the matters hereby referred~~
~~to him, and also touching the several payments~~
~~of Money and the several Items of Board~~
~~Lodging and Washing which the said Defendant~~
Samuel Crump in and by his Answer and the
Accounts and Schedules thereunto annexed, or some
or one of them are charged to have been by him
the said Defendant last mentioned paid, made, found
furnished, provided or procured to or for the use
of the said Complainants, or one of them, and
touching all other matters whatsoever stated
or

the Registry of this Honble Court, the Principal Sum of
Three Thousand Star Pagodas Secured in and by a certain
Indenture or Deed of Settlement in the Pleadings in this
Cause Mentioned, to, for and upon the Several uses trusts
intents and purposes therein Expressed and declared -
It is further Ordered that it be referred
to the Master of this
of all Interest Monies,
Samuel Crump the
Mary Crump Widow,
or been Made from
of Three Thousand
or either of them, as
Deed of Settlement
the same Interest
the period last
applied and
particularly, and
thereof and from
Interest Monies
and unpaid to the
Widow by wh
the
been
remain

or alledged by the said Defendant Samuel
in discharge of the Interest of the
Trust monies subsequent to the dec
said Samuel Crump deceased

fault, Neglect or omission
or have not
ed to be and
hereof and

that in taking the said account the said Master do make
unto the Parties all just allowances and that the
said Master be at liberty to Examine the Defendants
(or either of them) in this Cause upon oath on Interroga-
tories touching the Interest profits and other advantages
made of the said Principal Sum of Three thousand
Star Pagodas since the death of the said Samuel Crump
the Husband of the said Complainant Mary Crump
Widow, and of the application and disposal thereof
by the said Defendants or either of them in such
Manner as the said Master shall think proper - and
that the said Defendants do produce to and leave
with the said Master upon oath if required all
Bonds Notes, Securities for Money, Receipts, accounts
Books Papers and other Vouchers Documents
and writings in their or either of their Custody,
possession or power touching or in any way relating
to the said Principal Sum of Three thousand Star
Pagodas or the Securities on which the same or
any part thereof ~~shall~~ have been or ~~may be~~ are placed
out and invested and all Interest Profits and
other advantages that have accrued thereon or
have been made thereof and the application and
disposal of the same Interest Monies or any
part thereof since the death of the said Samuel
Crump

Crump. and that the Complainants or their Solicitors be at liberty to inspect Examine and take Copies of or Extracts therefrom ~~or of any of them~~ and it is further Ordered and Decreed that the said Defendants be forthwith removed from being Trustees of the said Trust Monies in the said Indenture mentioned and that the said Master do approve of and appoint two or more proper persons to be Trustees of the Trust premises in the said Indenture Expressed and declared in the room place or stead of the said Defendants. and that the said Defendants do join in, and sign and Execute all such Deeds Instruments authorities, Writings and Conveyances in the law as shall be needful for ~~sufficiently~~ empowering such new Trustees to act in the full and due Execution of the Trusts declared by the said Indenture or Deed of Settlement in such Manner and to such effect as the said Master shall approve And that the said Sum of three thousand star Pagodas directed to be paid in by the said Defendant he, when and so soon as the same shall be received ~~by the said~~ transfered in the Names of such New Trustees

several trusts declared by the said Deed of Settlement, or such of them as are now existing or ~~shall~~ be capable of taking effect, in such Manner as the said Master shall think fit and approve. And it is lastly Ordered and Decreed that the Defendant Samuel Crump do pay unto the Complainants their Costs to the date of this Decree, to be taxed by the Master, and that the said Master be at liberty to report Specially to this Court, upon or Concerning any of the Matters hereby referred to him, if he shall have occasion or be required so to do and all further directions, and the Consideration of Subsequent costs are hereby reserved until after the said Master shall have made his Report in the premises -

By the Court -

Signed G. Rackett
Reg.

Stephen Johannes ter Jacob and
Jacob Johannes - Complainants
and
John Shamier Surviving Executor of
the Will of Anna Johannes ter
Jacob who was the Executrix of the
Will of Johannes ter Jacob and Jacob
Arathoon and Sabur Arathoon
Executors of the Will of Arathoon
Jacob deceased who was in his life
time one other of the Executors of the
Will of the said Anna Johannes ter
Jacob - - - Defendants

Exam^d and
Sig^d
Duplicate and
Final
Decree.

In the Supreme Court of Judicature at Madras

Equity side

Between

By the Original Bill and Bills of Revivor

Wednesday the 21st day of August in the
Vacation after the third Term in the Year of our Lord 18

This Cause coming on this day in
the presence of the Advocates on both sides to be
heard upon the further Directions and Accounts
and Decretal Order of the late Recorder's Court
dated the 2nd November in the Year of Our Lord 1830

Complt and ans.
Exhibits and ans.
Dep.ts
Decree.

In the Supreme Court of Judicature at Madras

Equity side

Between

Stephen Johannes ter Jacob and Jacob Johannes - Complainants

and

John Shamier Surviving Executor of the Will of Anna Johannes ter Jacob who was the Executrix of the Will of Johannes ter Jacob and Jacob Arathoon and Sater Arathoon Executors of the Will of Arathoon Jacob deceased who was in his life time one other of the Executors of the Will of the said Anna Johannes ter Jacob - - - Defendants

By the Original Bill and Bills of Revivor

Wednesday the 21st day of August in the Vacation after the third Term in the Year of our Lord 180

This Cause coming on this day in the presence of the Advocates on both sides to be heard upon the further Directions reserved by the Decretal Order of the late Recorder's Court of the [illegible] November in the Year of Our Lord 1800

Exempt and
Esq.
Defendant's
Decree.

In the Supreme Court of Judicature at Madras

Equity side

Between

Stephen Johannes ter Jacob and Jacob Johannes - Complainants

and

John Shamier Surviving Executor of the Will of Anna Johannes ter Jacob who was the Executrix of the Will of Johannes ter Jacob and Jacob Arathoon and Satur Arathoon Executors of the Will of Arathoon Jacob deceased who was in his life time one other of the Executors of the Will of the said Anna Johannes ter Jacob - - - Defendants

By the Original Bill and Bill of Revivor

Wednesday the 21st day of August in the Vacation after the third Term in the Year of our Lord 182[illegible]

This Cause coming on this day in the presence of the Advocates on both sides to be heard upon the further directions reserved by a Decretal Order of the late Recorder's Court dated the [illegible] day of November in the Year of Our Lord 1[illegible]

Calculate interest at the like rate of 8 p. per Cent
per Annum from the said 1st day of January which
was in the said Year 1789 up to the day of the date
of his further and final Report - And this Court
doth also declare that the Defendants or any
or either of them ought not to be charged, and are
not Chargeable or liable with or for or by reason
of any Misconduct default or Neglect in respect
unto a debt of 539 Pagodas and a half appearing
by the proceedings in this Cause to have been due
to the Estate of the said Testator Johannes Rex Jacob
from one Arathoon Moorad Khan and for which
in the Year 1789 they accepted a Bond by way
of Security from the said Arathoon Moorad Khan.
And this Court doth further declare that neither
the said John Rainier or the Defendants Jacob
Arathoon and Saluc Arathoon as the representatives
of the said Arathoon Jacob nor any nor either of
them are or is intitled to have retain or claim
as or for Commission or [illegible] for their administ-
-ration of the Estate [illegible] said Testator Johannes
[illegible]
[illegible]

Rex Jacob by the said John Rainier and Arathoon
Jacob the several Sums of Money which are set
down by the said Arathoon Jacob and John Rainier
and debited to the said Estate in the Name of
Commission in their second and fourth account Current
rendered by them as Executors into the Ecclesiastical
side of the late Court of the Recorder of Madras.
And of this Court - and also in the account of Interest
Subjoined to their further answer to the Original
Bill or any or either of those Sums or any part
or part of them respectively - and this Court
doth therefore wholly disallow such claim - And this
Court doth also direct that the said Master do
upon the several principals Sums whereon he
hath already calculated Interest at the rate of
8 p. per Cent per Annum up to the first day
of July last carry on and Continue Interest at
the same rate up to the day of the date of
his further and final Report - and that the
Master do Tax the Complainants their Costs
Suit - and in making the said
Rate he do distinguish and separate
from

1802- and upon the Several Matters of the Debts due to the Estate of the said Testator from the said Anna Johannes and Arathoon Moorad. Can- and also upon the question of Commission which in and by an order of this Court of the 3d day of April last are specified and likewise reserved for further Consideration and Moreover for the determining by whom and to whom the Costs of this Suit shall be paid- and this Court having heard read a Report of the Master to whom this Cause was referred bearing date the first day of July last- and having heard the Allegations of the said Advocates in respect to the several Matters thereof doth declare the Sum of Pagodas 34,932- 32- in the said Report Mentioned for Principal and Interest Monies to have been on the said 1st day of July last and now to be justly due Owing and payable from the said Defendant John Shamier as an Executor of the Will of Anna Johannes who was Executrix of the Will of the said Jacob Johannes her Jacob and from the Defendants [illegible] Arathoon as [illegible]

Arathoon Jacob deceased who was the other Executor of the Will of the said Anna Johannes (to the Extent of the Estate of the said Arathoon Jacob deceased which shall come or ought to be in the hands of them the Defendants last named as Executors of his Will to be administered) unto the Complainants Stephen Johannes her Jacob and Jacob Johannes as residuary Legatees named in the Will of the said Testator Johannes her Jacob and for the Estate of the said Testator last named which did or ought to have come to the hands of them the said Arathoon Jacob and John Shamier as Executors aforesaid - and this Court doth also declare that on or before the 1st day of January which was in the year of our Lord 1789 the said Sum of Pagodas 1645- 18- (found by the said Master to have been the Sum of balance apparently due to the Estate of the said Testator Johannes her Jacob at the time of his death from one Narcis Johannes) ought to have been in the hands of the said Arathoon Jacob and John Shamier as aforesaid as part of the Estate of the [illegible] for Johannes her Jacob- and it therefore [illegible] the said Master do on such Balance

calculate

Calculate interest at the like rate of 8 p per Cent
per Annum from the said 1st day of January which
was in the said year 1789 up to the day of the
of his further and final report - And this Court
doth also declare that the Defendants or
or either of them ought not to be charged, and
not Chargeable or liable with or for or by
of any Misconduct default or Neglect in resp
um to a debt of 559 Pagodas and a half
by the proceedings in this Cause to have been due
to the Estate of the said Testator Johannes Hen
from one Arathoon Moorad Khan and for which
in the year 1787 they accepted a Bond by way
of Security from the said Arathoon Moorad Kha
And this Court doth further declare that neither
the said John Shamier or the Defendants Jacob
Arathoon and Sahun Arathoon as the representatives
of the said Arathoon Jacob nor any nor either of
them are or is intitled to have retain or claim
as or for Commission or
nation of the Estate of
Jacob

her Jacob by the said John Shamier and Arathoon
Jacob the several Sums of Money which are set
down by the said Arathoon Jacob and John Shamier
and debited to the said Estate in the name of
Commission in their second and fourth account Current
rendered by them as Executors into the Ecclesiastick
side of the late Court of the Recorder of Madras
And of this Court - and also in the account of Interest
subjoined to their further answer to the original
Bill or any or either of those Sums or any parts
or part of them respectively - and this Court
doth therefore wholly disallow such claims - And this
Court doth also direct that the said Master do
upon the several principal Sums whereon he
hath already calculated interest at the rate of
8 p per Cent per Annum up to the first day
of July last carry on and continue interest at
the same rate up to the day of the date of
his further and final Report - and that the
Master do tax the Complainants their Costs
of Suit - and in making the said
that he do distinguish and separate
from

from the general Costs of the Complainants, such part thereof as shall apply only unto those Charges made by the Complainants against the said Arathoon Jacob in his life time and the Defendant John Skinner or against the Defendants Jacob Arathoon and Satur Arathoon which shall have been chargd by the Complainants or from which the said Defendants shall have been discharged by any Order or Orders of this Court and that such Costs as shall be so separated by the said Master be taxed by him as between party and party and be borne sustained and paid by the Complainants out of their proper Monies, but that the General Costs of the Complainants of this Suit ~~and~~ after the Separation therefrom of such parts as aforesaid be taxed by the said Master (for the purposes of this Decree) as between Party and and sustained by and be borne by the Complainant John Skinner out of

Defendants Jacob Arathoon and Satur Arathoon to the Extent of the Estate of their Testator Arathoon Jacob deceased - and that the said Master do report unto this Court the total Sum of money which he shall find to be due to the Complainants for Principal Interest and Costs as aforesaid - and this Court doth order adjudge and Decree that within two Months from the day on which the last mentioned and final Report of the said Master shall have become absolute by the Order of this Court - the said John Skinner personally and from his proper Estate - and that (so far as they may be enabled by and from the Estate of the said Arathoon Jacob deceased which shall be possessed or received or which without their wilful default they might possess or receive and which shall actually be or which ought to be and which shall hereafter come to their hands to be administered by the Defendants Jacob Arathoon and Satur Arathoon do pay satisfy and discharge unto

unto the Complainants or their Compleat Repre-
sentatives as well the aforesaid Sum of Rupees
32- as also the said Principal Sum of
Rupees 1,645- 18- and the Interest thereon to
be Computed as aforesaid and all such
further interest as is hereby directed up
to the day which shall be the date of the
Masters final Report and also such Sum
of Money as by the last mentioned Report
of the said Master shall be found by him
to be due to the Complainants for the Genl
Costs of this Suit so as aforesaid to be paid
against the Defendants - and it is also
Lastly Declared and Directed that the said
Complainants are well and properly intitled
to all such Monies as have been and
that now remain laid out or invested in
the Name of the Accountant Genl of
this Court In Trust in this Cause and in
such Funds and Securities as the
respective accounts of the Complainants
in the Bank of
Accountant

General shall manifest and to all Dividends
interest and Proceeds thence arising and
that the said Accountant General do shall
and may at the instance of the said Complain-
ants or either of them or the Representatives
of them or either of them transfer to and
in the proper Name of each of them the said
Complainants the Shares and Proportions
of them respectively -

By the Court
Gilbt Ricketts
Regr

unto the Complainants or their Lawful Repre-
-sentatives as well the aforesaid Sum of Dol. 342
32- as also the said Principal Sum of
Dol. 1,645- 18- and the Interest thereon to
be Computed as aforesaid and all such
further interest as is hereby directed up
to the day which shall be the date of the
Masters finall Report and also such Sum
of Money as by the last mentioned Report
of the said Master shall be found by him
to be due to the Complainants for the Genera
Costs of this Suit so as aforesaid to be taxed
against the Defendants - And it is also
Lastly Declared and Directed that the said
Complainants are well and properly intitled
to all such monies as have been and
that now remain laid out or invested in
the Name of the accountant General of
this Court In trust in this Cause and to
such parts and proportions as the
respective accounts
in the Bank as
Complainants
accountant

General shall manifest and to all dividends
interest and proceeds thence arising and
that the said Accountant General do shall
and may at the instance of the said Complain-
-ants or either of them or the Representatives
of them or either of them transfer to and
in the proper Name of each of them the said
Complainants the Shares and proportions
of them respectively -

By the Court
Gilbt Ricketts
Regr

Supreme Court

Guilty side

21st August 1805

Perapen Sathanee Ker
Jacob and another
Pltffs
John Cannon Esqr
Deft

Empd y^e
Decree

In the Supreme Court of Judicature at Madras

Guilty side

Saturday the Twenty first day of September one thousand eight hundred and five and in the 45th year of the Reign of His Majesty King George the third Between Perapen Kaudo Moorgum Moodelly surviving administrator of Perapen Kaudo Ramalinga Moodelliar deceased Complainant

And

Ally authappa Moodelliar admor of Ally Lombyapah deceased Defendant -

This Cause Coming on this day to be heard and debated in the presence of the Advocate on the part of the Complainant - on reading the Bill of Complaint - the Answer of the Defendant thereto - the two further answers of the Defendant - the General Replication of the Complainant thereto - the General Rejoinder of the Defendant thereto - and on reading the Interrogatories Exhibited on the part of the Complainant - and the Depositions of Poonamally Ejah Moodelly, Paulia Pah Moodelliar and Poonambala Moodelly thereto - the Additional Interrogatories Exhibited on the part of the Complainant and the Depositions of Kalaga[illegible]ion myda Tanacadella Moodelly thereto -

[illegible]te of the Matter and hearing what D

what was alledged by the advocate on the part of the Complainant and upon due consideration had thereon This Court doth think fit to order and Decree and it is accordingly Ordered and Decreed that the Defendant as the administrator of the Estate and Effects of the Intestate Myly Tombeyapah deceased in the Pleadings in this cause named do pay unto the Complainant as the Surviving administrator of the Estate and Effects of the Intestate Teroovenkadoo Ramalinga Modelliar deceased in the Pleadings also named such Balance of Principal and Interest Monies as shall appear to be due upon a Bond in the Malabar Language bearing date the first day of January in the year one thousand Seven hundred and eighty five granted by the said Intestate Myly Tombeyapah to the Intestate of the Complainant for the principal Sum of five thousand and Seven hundred Star Pagodas payable on demand with Interest at the rate of Nine per Cent per annum a Copy of a Translation whereof is annexed to the Complainants Bill and for that purpose that it be referred to the Master of this Court to take an account between the Parties: And forasmuch as the Defendant in his further answer to the Complainants Bill filed on the fourteenth day of December in the year one thousand Seven hundred and Ninety eight denies that he has assets in hand sufficient to pay and satisfy the demand of the Complainant It is therefore further Ordered and Decreed that it be referred to the Master to take an account of the Estate and Effects of the said Intestate Myly Tombeyapah Moodelly and how much and what part or parts thereof hath or have at any time and when hereto= fore been received by or come to the hands of the said Defendant as administrator of the Estate and Effects of the said Myly Tombeyapah Moodelly deceased or of any person or persons in trust for him or to his use or with his privity Consent or procurement and how and in what manner the said Defendant or any other person or persons as aforesaid hath or have respectively applied or disposed of the same Costs and that the said Master do also inquire and state how much and what part or parts of the said Estate of the said Intestate Myly Tombeyapah Moodelly doth or do now stand outstanding or unrecovered and for what Reason

reason and by whose default or neglect the same hath or have not been gotten in or received and that in taking the said account the said Master do make unto the Parties all just allowances and that the said Master be at liberty to Examine the Defendant in this cause upon oath on Interrogatories touching the Estate of the said Intestate Myly Lombeyapah Moodelly and the receipt and disposal thereof by him the said Defendant in such Manner as the said Master shall think proper and that the said Defendant do produce to and leave with the said Master (upon oath if required) all Books Papers Cadjans accounts and writings in his Custody possession or power touching or in any way relating to or connected with the said Estate of the said Myly Lombeyapah Moodelly and that the Complainant or any other person on his behalf be at liberty to inspect Examine and take Copies of or Extracts from the said Books Papers Cadjans accounts and Writings or any of them And that the Master be at liberty to report specially if he shall have occasion or be required so to do - And it is lastly Ordered and Decreed that the said Master do tax the Complainants Complainants Costs of this Suit and that the same be paid from and out of the Estate of the said Intestate Myly Lombeyapah if sufficient for that purpose; Otherwise that the said Defendant do personally and out of his own proper monies pay to the said Complainants the whole of the said Costs, or so much thereof as he may not be enabled to satisfy from and out of the Estate of his said Intestate and all further directions are hereby reserved until after the said Master shall have made his Report -

By the Court

In the Supreme Court of Judicature at Madras

Equity side

Monday the thirtieth day of September one thousand eight hundred and five and in the forty fifth year of the Reign of His Majesty King George the third Between Veerasawmy an Infant by Caumoo Ummall his mother and next friend . . . Complainant

and

Arnachellum and Namasevayam surviving Sons of Coottumpaulum Nineapah Moodelliar deceased

Defendants

This Cause coming on this day to be heard and debated in the presence of advocates learned on both sides. On reading the Original Bill of Complaint, the Separate answer of the Defendant Namasevayam, and also on reading the Order of the 19th day of the present Month of September for taking the Original Bill pro confesso against the other Defendant Arnachellum, and upon debate of the Matter and hearing what was alledged by the Counsel on both sides, and upon due Consideration had thereon. This Court doth think fit

sish to Order and Decree and it is accordingly Ordered and Decreed that it be referred to the Master of this Court to take an account of the Houses, Gardens, Lands and Grounds, and other the Estate and Effects of the said Testator Coothumpaulkum Nindapah Moodelliar in the Pleadings in this Cause Named, and of the rents Issues and profits thereof and of all Sum and Sums of Money that have come to the hands possession or power of or been received by the Defendants or either of them, at any time since the death of the said Testator, or that have come to the hands of any person or persons for their or either of their use, and how and in what Manner the same Estate hath been applied and disposed of, and how much and what part or parts of the said Estate of the said Testator Coothumpaulkum Nindapah Moodelliar doth or do now remain outstanding or unreceived; and for what reason and by whose default or neglect the same hath or have not been gotten in or received. and that the said Master be at liberty to Examine the Defendants or either of them in this Cause upon Interrogatories touching the Estate of the said Testator, and the receipt and Disposal of the same or of the rents, Issues and profits thereof, by the said Defendants or either of them in such manner as the said Master shall think proper. and that the said Defendants do produce to, and leave with the said Master (upon oath if required) all Bills of Sale, Grants, Deeds, Cowls agreements, Mortgages or other Documents relating to the said Houses, Gardens, Lands and Grounds and also all Books of accounts Papers Cadjans and other writings in their or either of their Custody possession or power belonging to the said Estate, or in any manner relating thereto, or connected therewith. and it is further Ordered and Decreed that the Estate Houses, Lands, Gardens and Grounds and also the Jewels Furniture and all and Singular other the Goods and Chattels which belonged to the said Testator Coothumpaulkum Nindapah Moodelliar at the time of his death, & do now remain undisposed of, and which upon taking the account hereby directed shall appear to be in the possession of the said Defendants, or either of them, be divided into two parts or Shares, in such Manner and according to such mode of Division or partition as the said Master shall deem ... and Expedient to make in that behalf, and that

sish to Order and Decree and it is according
the Will of the Testator Cootumpaukum Nincapak Moodellian
Ordered and Decreed That it be Referred to the M
of this Court to take an account of the Houses, Garden
Lands and Grounds, and other the Estate and Effects
of the said Testator Cootumpaukum Nincapak Moodellian
~~in the Pleadings in this Cause named~~, and of the rents
Issues and profits thereof and of all Sum and Sums of
money that have come to the hands possession or power
or been received by the Defendants or either of them, at
any time since the death of the said Testator, or that
have come to the hands of any person or persons
for their or either of their use, and how and in what
Manner the same Estate hath been applied and
disposed of, and how much and what part or parts
of the said Estate of the said Testator Cootumpaukum
Nincapak Moodellian doth or do now remain outstanding
or unreceived, and for what reason and by whose
default or neglect the same hath or have not been
gotten in or received. and that the said Master be
at liberty to Examine the Defendants or either of them
in this Cause upon Interrogatories touching the Estate
of the said Testator, and the Receipt and Disposal of the
same or of the rents, Issues and profits thereof, by the

having in his custody
Power

the said Defendants or either of them in such manner
as the said Master shall think proper - and that
the said Defendants do produce to, and leave with the
said Master (upon Oath if required) all Bills of
Sale, Grants, Deeds, Covls agreements, Mortgages
or other Documents relating to the said Houses,
Gardens, Lands and Grounds and also all Books
of Accounts Papers Cadjons and other writings in
their or either of their Custody possession or power
belonging to the said Estate, or in any manner
relating thereto, or Connected therewith - and it
is further Ordered and Decreed that the Estate
Houses, Lands, Gardens and Grounds and also the
Jewels Furniture and all and Singular other the
Goods and Chattels which belonged to the said Testator
Cootumpaukum Nincapak Moodellian at the time of
his Death, ~~or do~~ now remain undisposed of, ~~and which~~
~~upon taking the account hereby directed shall appear~~
~~to be in the possession of the said Defendants~~, or of
~~either of them~~, be divided into two parts or Shares,
in such Manner and according to such mode of
Division or partition as the said Master shall deem
and Expedient to make in that behalf, and
that

that one Moiety thereof when so divided be allotted to
to hold to them their Heirs
the Complainant and the other Moiety to the Defendant
to hold to them their Heirs
Namasevayam ~~and that the said Defendants~~ shall
the said Complainant accordingly ~~or some of them do join in Executing~~ and do make and
in a convenient ~~such~~ Moiety to the Defendant
~~all such Alienations Grants Conveyances and other~~
Name accordingly ~~as~~ so effectual in the Law to
~~Necessary Deeds for making good title to the said~~
conveyances It is ordered that the conveyance
~~Complainant in severalty of his said Moiety of the~~
~~premises~~ prescribed until the said Complainant come to the age
~~said Estate and Property as the said Master shall~~
~~of sixteen years complain or seek any Order of the Court~~
~~Direction and Approbation~~ And it is further

Ordered and Decreed that the said Defendants do
within the Space of two months next after
the final Confirmation of the Report of the said
Master to be made in this behalf, pay or
cause to be paid into the Hands of the Register
of this Court one Moiety of such Sum or
Sums of Money as shall upon the taking of
such account appear to have come to the Hands
of the said Defendants, or with which they
or either of them shall be chargeable; and that
the same Sum and Sums of Money when so paid in
and received be laid out and invested in such
Manner, and under such Directions as this Court
shall

shall thereafter think proper to make in that behalf
In trust for the said Complainant until he shall
have completed the age of sixteen years - And it is
lastly Ordered and Decreed that the said Defendant
Arnachellum do make and Execute unto the Complain-
ant a Release or Discharge in respect to all Claims
which he the said Defendant at any time heretofore
had or now hath upon or against the Estate of
the said Testator Coottumpaulum Nineapah Moodelliar
or any part thereof - and that the Master be at
liberty to report Specially if he shall have occasion
or be required so to do - and all further directions
are hereby reserved until after the said Master
shall have made his Report -

By the Court
John Shaw
Dy Regr

that one Moiety thereof when so divided be allotted to the Complainants and the other Moiety to the Defendant Namasevayam - And that the said Defendants and each of them do join in executing and do make and execute in a conveyance of such Moiety to the Defendant all such alienments grants Charges and other Deeds for making good title to be ~~Necessary~~ contained in such conveyances It is ordered that the conveyances with Complainants in severalty of his said Moiety of the said Estate and Property as the said Master shall approve - And it is further

Ordered and Decreed that the said Defendants do within the Space of two months next after the final Confirmation of the Report of the said Master to be made in this behalf, pay or cause to be paid into the Hands of the Register of this Court one Moiety of such Sum or Sums of Money as shall upon the taking of such account appear to have come to the Hands of the said Defendants, or with which they or either of them shall be chargeable; and that the same Sum and Sums of Money when so paid in and received be laid out and invested in such Manner, and under such Directions as this Court shall

shall hereafter think proper to make in that behalf In trust for the said Complainant until he shall have completed the age of sixteen years - And it is lastly Ordered and Decreed that the said Defendant Arnachellum do make and Execute unto the Complainant a Release or Discharge in respect to all Claims which he the said Defendant at any time heretofore had or now hath upon or against the Estate of the said Testator Coottumpaulum Nineapah Moodelliar or any part thereof - and that the Master be at liberty to report Specially if he shall have occasion or be required so to do and all further directions are hereby reserved until after the said Master shall have made his Report -

By the Court
John Lewis
Dy Regr

Copia Examinada con el original
Vte
Arunachellum Kans.
Draftg
Decree

In the Supreme Court of Judicature at Madras -

Equity side

Thursday the Seventeenth day of October one thousand eight hundred and five and in the forty fifth Year of the Reign of His Majesty King George the third Between Pomary Maury Chitty - - - - Complainant -

and

John De Vries - Defendant -

This Cause Coming on this day to be heard and debated in the presence of the Advocates on both sides - on reading the Bills of Complaint, the answer of the Defendant thereto, the General Replication of the Complainant - and the General Rejoinder of the Defendant - and on reading also the several Exhibits following viz: Copy of a Letter marked A from the Solicitors of the Complainant to the Defendant dated Madras 21st August one thousand eight hundred and four - Copy of a Letter marked B from the same persons to the Solicitor of the Defendant dated eighth September one thousand eight hundred and four - Copy of a Letter marked C from the Solicitors of the Complainant to the Defendant dated Thirteenth November one thousand eight hundred and four - a letter marked D from the Solicitors of the Defendant to the Solicitors

Solicitors of the Complainants dated first September one thousand eight hundred and four - a Letter marked **E** from the Solicitor of the Defendant to the Solicitors of the Complainants dated Eleventh September one thousand eight hundred and four - a form of a Release marked **F** from the Complainants to the Defendant produced as Evidence, and admitted by the Solicitors on both sides - and on the following admissions agreed to by the Solicitors on both sides Viz, First, That the Copies **A B** and **C** are true Copies of Letters from the Solicitors of the Complainants to the Defendant and his Solicitor - Secondly That the Letters **D** and **E** are Original Letters from the Solicitors of the Defendant to the Solicitors of the Complainant and Thirdly That the Release marked **F** is the same tendered by the Defendant for the Signature of the Complainants and also the same Mentioned and referred to in the Letter of Messrs Samuel and Neale dated the first September one thousand eight hundred and four above referred to and marked **D**, and also on reading a Copy of an account Current marked **G** dated Madras thirty first May one thousand eight hundred and four between the Estate of Carry Kistnamah Chitty, and his Son Maury Chitty (the Complainants) on the one part, and the Defendant on the other part produced as Evidence, and admitted by the Solicitors on both sides - and also on

reading

Defend

reading the Interrogatories on the part of the Complainants and the Deposition of Constantino de Rozario taken thereto - and upon debate of the matter, and hearing what was alledged by the advocates on both sides, and on due Consideration had thereon This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Defendant do pay unto the Complainants the Sum of three thousand one hundred and twenty eight Star Pagodas five fanams and forty seven cash, with Interest thereon at the rate of Ten per Cent per annum from the Twenty sixth day of July in the Year one thousand eight hundred and four - the further Sum of Sixty four Star Pagodas And ~~the further sum of also Interest at the rate~~ nine fanams & fifty ~~four cash the seven~~ being the Interest ~~aforesaid upon~~ being the Interest of four thousand one hundred and Twenty eight Star Pagodas five fanams and forty seven cash, ~~at the rate aforesaid the date aforesaid~~ from the thirty first day of May in the said year one thousand eight hundred and four when a Balance to the amount last mentioned was struck between the Complainants and the Defendant to the said Twenty sixth day of July, when the Sum of one thousand Star Pagodas was paid by the said Defendant to the said Complainants in part discharge of the said Balance - also the further Sum of Two thousand four hundred and fifteen Star Pagodas and twenty nine fanams with the like rate of Interest on the said last mentioned Sum from the first day of January in

in the year one thousand Seven hundred and ninety nine -
and it is also ordered and Decreed that the ~~Complainant~~ Defendant
~~and~~ do pay unto the ~~Defendant~~ Complainant his Costs of this
Suit, to be taxed by the Master -

By the Court
(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity Side

Friday the Eighteenth day of October
one thousand eight hundred and five
and in the 45th Year of the Reign of
His Majesty King George the Third
Between Yeminally Boy and Lenmbadeen
Original Complainants and Cross
Defendants - and
Yagambrum Maadelly Original Defendant
and Cross Complainant -

Pauper

This Cause coming on this day to be heard
and debated in the presence of the advocates learned on both
sides - On reading the Original Bill of Complaint The
Answer of the Defendant The Replication of the Complainant
The Rejoinder of the Defendant and on reading the Cross
Bill of the Defendant and the Cross Answer of the Complain-
ants thereto Also the Interrogatories Exhibited on the part
of the Original Complainant and Cross Defendant to Franc
ascos and the Deposition of the said Witness thereto -
An Original Responsoria Bond (Marked A) from
Subarroy and Balamooty Owners of the Sloop Annapo
the Original Complainants and Cross Defendants f
Seven thousand Nine hundred and twenty Seven Ru
The first and Seventh Interrogatories Exhibited on
part of the Original Complainants and Cross Defendant
and the Depositions of Interrogatories Examining Maadel
Also the Cross Interrogatories

Exhibited on the part of the Original Defendant and Cross Complainant to the same Witness and his Deposition thereto also the Deposition of Vencatachella Moodelly to the said first and Seventh Interrogatories a Letter in the Malabar language (with a Translate annexed) Marked **D** dated Madras Seventy Second May one thousand Seven hundred and Ninety Seven from Yagambaram and Paupah to Ra Soobbaroya Moodelliar Co. Vencatachella Moodelliar at Rangoon The Cross Interrogatories Exhibited on the part of the Original Defendant and Cross Complainant to Mila Vencatachella Moodelly and the Deposition of the said Witness thereto The fourth Interrogatory Exhibited on the part of the Original Complainants and Cross Defendants and the Deposition of David Cheriman thereto The fifth Interrogatory Exhibited on the part of the Original Defendant and Cross Complainant and the Deposition of Rasapah Moodelly thereto The eighth Interrogatory Exhibited on the part of the Original Complainants and Cross Defendants and the Deposition of Aga Sathiah thereto, also the Deposition of Meer Ibraham, to the said Eighth Interrogatory and on reading also the first, fifteenth and Sixteenth Interrogatories Exhibited on the part of the Original Defendant and Cross Complainant and the Depositions of Mareapah thereto respectively also a Copy of a Letter (marked **B**) dated first June one thousand Seven hundred and ninety Seven from Henry Lewis Naval officer to the Original Defendant and Cross Com

Admission of the advocates on both sides that the amount of Salvage stated in the said Letter was paid to the Recaptors of the Snow Angsporney in the Pleadings mentioned by the Original Defendant and Cross Complainant and also on reding the first and Second Interrogatories Exhibited on the part of the Original Defendant and Cross Complainant and the Depositions of Ramasawmy Chitty thereto respectively a Letter in the Malabar Language (Marked C) with Translate thereof, dated Rangoon Sixteenth April one thousand Seven hundred and Ninety Seven from Pa. Soobbaroy to C. Yagambaram (the Original Defendant) and Paupah Moodelliar at Madras The third, fourth, Sixth, Seventh, eighth, Ninth, tenth, twelfth, thirteenth, and fourteenth Interrogatories Exhibited on the part of the Original Defendant and Cross Complainant and the Deposition of Rasapah moodelly thereto respectively together with the Several Exhibits and Translates thereof, referred to in the last mentioned Depositions of the said Rasapah Moodelly and marked respectively **E**[2] **E**[1] **H** **F**[1] **F**[2] **F**[3] **F**[4] **F**[5] **F**[2] **H** **F**[6] **G** **B**[2] also Sixteen Other Exhibits Refe to in the Deposition of the said Rasapah Moodel said Ninth Interrogatory and Marked respectively No 4. No 5. No 7 No 8. No 9 (with a Translate No 10 No 12[2]. No 20. No 21 No 22. No 22. No 27 No 29. & No 30. the 11th Interrogatory Exhibited on the part of the Or Defendant and the Deposition of said Jan thereto Fifteenth Interrogatory Exhibited on the part of the

Depositions of Guaranoupeke Records. The first, Seventeenth and eighteenth Interrogatories on the part of the Original Defendant and Cross Complainant and the Depositions of Silvn. De Monte, Sargeis Sutor and Jacob Arentsen Records respectively. The Little Interrogatory Exhibited on the part of the Original Complainants and Cross Defendants and the Deposition of David Cherriman thereto. Also the Cross Interrogatories Exhibited on the part of the Original Defendant and Cross Complainant to the said David Cherriman and his Depositions thereto. And upon debate of the matter and hearing what was alledged by the Counsel on both sides, and upon due Consideration had thereon This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Original Defendant and Cross Complainant do within one Month from the Service of this Decree upon him pay to the Original Complainants and Cross Defendants the Sum of one Thousand three hundred and Ninety one Star Pagodas Sixteen fanams and twenty Cash with Interest thereon at the Rate of Ten per Centum per Annum to be Computed from the day of filing the Original Bill (to wit) the 11th day of July in the Year one thousand eight hundred and three the said Sum of one thousand three hundred and Ninety one Star Pagodas sixteen fanams and twenty Cash being the proceeds of the Sale made by the Original Defendant and Cross Complainant of the Cargo of the [illegible] Company in the

pleadings mentioned after deducting the Usual Charges of Merchandize and a proportion of the Salvage paid to the Recaptors of the said Sum in the pleadings also mentioned as appears by the account E annexed to the Answer to the Original Bill and the proofs adduced in the Cause, to which Sum the Original Complainants are entitled under and by Virtue of the Respondentia Bond in the Pleadings Mentioned And it is further Ordered and Decreed that so much of the Original Bill as seeks an account of the Amount Sales of wax and Tin be dismissed out of this Court That the Bill in the Cross Suit be dismissed out of Court with Costs, But this Court doth not think fit to award any Costs against the Defendant in the Original Suit.

By the Court

Gilbt. Richetts

Regr.

In the Supreme Court of Judicature at Madras

Equity Side

Saturday the nineteenth Day of October 1805 and in the 45th Year of the Reign of His Majesty King George the third between His Majesty's Attorney General at the Relation of George Metcalfe Esqr Informant —

and

William Douglas Brodie, Alexander Cockburn and Joseph Baker — Defendants

This Cause coming on this day for further directions, on reading an Order of Reference made at the hearing of this Cause on the 22d day of April, the Report of the Master in pursuance thereof filed on the 24th day of September last the Order of Court of the Seventh day of October last, confirming the said Report, and on hearing the arguments of Counsel on both sides, and on due Consideration had thereon This Court doth think fit to order and Direct, and it is accordingly ordered and directed That it be referred back to the Master to inquire

and

and Report what Funds in particular the trust Monies
in this Cause mentioned have been and are vested
with, whether those Funds arise from Specifick
Charities, by whom, when and for what purpose
such Charities were founded — whether the objects
and proper objects of such Charities are still
existing or have and how long since failed and
to what uses upon such failure, if any, the
Funds arising from such Charities or any of
them, or any part thereof have or has been
applied —

By the Court
(signed) John Shaw
Dy Regr

In the Supreme Court of Judicature at Madras.

Equity side

Monday the eighteenth day of November 1805 and in the 46th Year of the Reign of His Majesty King George the Third

Between His Majesty's Attorney General at the relation of George Westcott Esq^r Informant

and

William Douglas Brodie, Alexander Cockburn and Joseph Baker Defendants

This Cause Coming on this day for further directions, on reading an order of Reference made at the hearing of this cause on the Twenty Second day of April, the Report of the Master in pursuance thereof filed on the Twenty Fourth day of September last the Order of Court of the Seventh day of October last Confirming the said Report and on hearing the arguments of Counsel on both sides, and on due

Consideration

Consideration had thereon. This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Charitable Bequest in the last Will and Testament and Codecil of Petrus Uscan in the Pleadings in this Cause named, of a certain Principal Sum of one thousand and five hundred Star Pags. for Keeping in good and Substantial Repair ~~[illegible]~~ a certain Bridge called Marmalong Bridge, and for other the purposes therein mentioned, be established. And that the Defendants do on or before the fifteenth Day of December next ensuing pay or cause to be paid into the Hands of the Register of this Court the Sum of Eight thousand Seven Hundred and eighty Star Pagodas and thirty Fanams being the amount Reported by the said Master to be the Balance of Principal and

and Interest of the said Legacy of one thousand
and five hundred Star Pagodas up to the eighth
day of March last, after the deductions in the
said Report mentioned and that the said
Defendants do in like Manner pay such further
Sum of Interest at the rate of five per
Cent per Annum as shall be found to be
due on the said Sum of eight thousand seven
hundred and eighty Star Pagodas and thirty
fanams from the said eighth day of march
to the said sixteenth day of December next
the same to be calculated by the master
And it is further ordered and Decreed
that the said master do enquire and report
whether any Heirs of Him, Relations or
personal Representatives of the said
Testator Petrus Uscan ~~is~~ are living
in India - and also whether Padre Severino
Monosaltan and Mr Joannes Vongeby the
Executors named in the Will of the said Petrus
Uscan ~~or any~~ or either of them are or is
now

~~if dead whether~~ now
now alive ~~or dead~~; ~~and if dead whether they the~~
said Executors ~~or any or either of them~~ did at the
time of their ~~or his~~ death leave any and what
will or wills or other Testamentary writing
or writings and thereby appoint any person or
persons their ~~or his~~ Executor or Executors
or otherwise, ~~and if so~~, whether such
last mentioned persons or person are or is
alive or dead and if living whether in
~~India, or elsewhere,~~ ~~and~~ if dead who now is or
are or ought to be the personal Represen-
tatives of the said Petrus Uscan
~~first mentioned Executor~~
~~or any or either of them~~ - And in case the
said Master shall ~~not~~ find that ~~any~~ no such
person or persons living the next of kin,
relations, Executor or personal Representative
of the said Petrus Uscan, ~~or such Executors~~
~~or Executor or personal Representative~~
~~of the~~ said Padre severino Mongatan and
Mr Joannes Angelo ~~are~~ now ~~deceased~~ residing in India
~~are~~ living, then that he
do Consider and report to this Court the
Names

Names of three or more persons whom he may deem
proper to be appointed Trustees for the manage-
ment of the said Charitable Fund pursuant to the
directions Contained in the said Will and Codicil
of the said Testator Peters Ocean and under
such other and further directions, as this Court
shall from time to time think proper to make
respecting the same and that the said Master do
also inquire into and Examine the ------ actual
State and Condition of the said Bridge called
Marmalong Bridge and report to this Court
thereon and whether any and what additions
alterations improvements or Repairs are
requisite thereto and that he do also
report the probable Expence thereof- and
all further directions and the Consideration
of Costs are hereby reserved until after
the said Master shall have made his
Report-

By the Court
John Shaw
Dy Regr

His Majesty's Attorney General at the Relation of George Westcott Esqr

Thos D. Bradie Esqr

Dnts

Decree.

4o 8

In the Supreme Court of Judicature at Madras

Monday the Third day of June one thousand eight hundred and Six and in the 46th year of the Reign of His Majesty King George the Third Between Charles Wallace Young Original Complainant and Cross Defendant -

and

Edward Lee, Nebuchadnezzar Lee and John Shaw Original Defendants - and the said Nebuchadnezzar Lee and John Shaw Cross Complainants

Guilty side

This Cause coming on to be heard and debated in the presence of the advocates learned on both sides on the Twenty Seventh day of February last and also on this day On reading the Original Bill of Complaint the ~~Answer~~ joint and Several Answer of the Defendants Nebuchadnezzar Lee and John Shaw - The Several answer of the Defendant Edward Lee - The Replication of the Complainant - The Rejoinder of the Defendants thereto - The Cross Bill of the Defendants Nebuchadnezzar Lee and John

Shaw - The Cross answer of the Complainant thereto - The further Cross answer of the Complainant - and upon reading also the whole of the Interrogatories Exhibited on the part of the original Complainant to Hormajee Bomanjee, Francis Johnson, George Robinson, George Halyburton, John King Lane, Thomas Roseason William Hart, Daniel Johnson and Cornelius Gustaves Hart and the Several Depositions of the said witnesses thereto respectively - also the Several Exhibits marked and numbered A' A² - B' & B² mentioned and referred to in the Depositions of Cornelius Gustaves Hart and Hormanjee Bomanjee - The Exhibits A and B mentioned and referred to in the Depositions of Hormanjee Bomanjee and Francis Johnson - The Exhibit C mentioned and referred to in the Deposition of George Robinson on the part of the original Complainant - and upon reading also the Exhibits G H' H² I H³ H⁴ & H⁵ mentioned & referred to in the Depositions of Hormanjee Bomanjee on the part of the Complainant - The Exhibits I K K' K² K³ K⁴ mentioned and referred to in the Deposition of George Halyburton on the part of the original Complainant - The Exhibits L' & L² mentioned and referred to in the Deposition of Francis Johnson on the part of the Complainant and the Exhibit M mentioned and referred to in the Depositions of George Robinson and Daniel Johnson on the part of the Complainant - and on reading also a particular part of the answer of the said original Complainants to the Cross Bill of the original Defendants, as evidence on the part of the original Defendants which is in the words and figures or to the purport and effect following - " And this " Defendant saith that he presumed the said " Bill of Exchange had been so received by " Virtue of an endorsement of the said Edward " Lee and that the said Edward Lee had " defrauded the Defendant by passing to " him a Bill already Negociated under " which impression and belief he this Defendant " did request of the said Thomas Jones to " allow such Bills and Cash belonging to the " said Edward Lee as he the said Thomas " Jones might have in his hands as the

agent

" agent of the said Edward Lee to be forwarded to
" Messrs Tullah, Connell and Brodie the agents
" of this Defendant at Madras on account
" of the said Edward Lee there to remain as a
" Collateral Security for the amount of the
" said Bill of Exchange of which this Defend-
=ant Considered himself defrauded as aforesaid
" and this Defendant saith that having under-
" stood that certain Benjamin Re property of the said
" Edward Lee was in the hands of the said
" Thomas Jones for sale this Defendant did
" mention the same to one Captain Seaton
" Commander of the Ship Ayjore who touched
" at Malacca in or about the Months of
" September or October in the said Year one
" thousand eight hundred and two, bound
" for and intending to touch at Penang
" on the Supposition that he might purchase
" the said Benjamin"- and on reading also
another part of the answer of the said original
Complainant to the Cross Bill of the original
Defendants as evidence on the part of the original
Defendants which is in the words and figures
or to the purport & effect following. "And
this

" this Defendant saith that he doth not know whether
" the said Benjamin hath or hath not been tendered
" or delivered to the said Complainant" and upon
reading also the Second, Third, Fourth, fifth & Sixth Interrogatories Exhibited on the part of the Original Defendants and the Depositions of George Haliburton thereto respectively - also the Depositions of Thomas Barnes to the same third and fourth Interro=gatories - The Seventh Interrogatory Exhibited on the part of the Original Defendants and the Deposition of Andrew Berry thereto. and also the Exhibit D mentioned and referred to in the Deposition of George Haliburton - on the part of the Defendants also the Exhibit F mentioned and referred to in the Deposition of the said George Haliburton and Thomas Barnes on the part of the Defendants also a Letter dated Madras 20th April 1804 from Messrs Colt, Baker, Hart & Co. to the Defendant Edward Lee, (copy whereof is annexed to the Original answer) on the part of the Defendants - and admitted on the part of the Complainant - and upon debate of the matter and hearing what

what was alledged by the Advocates on both sides - and on due Consideration had thereon This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed. That the Original Defendants and Cross Complainants do within two months - from the service of this Decree on them pay to the Original Complainant and Cross Defendant the Sum of Five Thousand and Six Pagodas with Interest thereon at the rate of Eight per centum per Annum to be Computed from the twenty fourth day of July in the year one Thousand eight hundred and three allowing the said Original Defendants therefrom a Credit to the Amount of four hundred Star Pagodas with the like rate of Interest, from the fifth day of February in the year aforesaid - and that in Payment of the said Sum of Five Thousand and Six Star Pagodas and Interest after such last mentioned allowance the Original Complainant

Complainants do deliver up to the Original Defendants a Certain draft or Bill drawn by Nagar Jacob Shamier on Gabriel Arathoon for the Sum of one Thousand Dollars and also eight Checks of a Certain article Called Benjamin in the Pleadings in this Cause mentioned - and it is further Ordered and Decreed that the Original Defendants do pay unto the Original Complainant his Costs in the Original Suit to be taxed by the Master and that the Bill in the Cross Suit be dismissed out of Court with Costs

By the Court
(signed) Gibbs Richter
Regr

In the Supreme Court of Judicature at Madras

Equity Side

Monday the Twenty fourth day of March One thousand eight hundred and six and in the 46 year of the Reign of His Majesty King George the third between Mootheasawmy Braidoo only son and heir and personal Representative of Poosala Narrain Sawmy Naidoo deceased — Complainant

and

Vasundapooram Ramasawmy Braminy and Colingaroy Moodelly Defendant

By Original Bill and Bill of Revivor

This Cause coming on to be heard and debated in the presence of the Advocates learned on both sides on the Twenty Second day of March instant on reading the Original Bill of Complaint — The Answer of the Defendant Vasandapooram Ramasawmy — The Answer of the Defendant Colingaroy — The Replication of the Complainant thereto — The Rejoinder of the Defendant Vasundapooram Ramasawmy — The Rejoinder of the Defendant Colingaroy Moodelly — and the Bill of Revivor filed by the Complainant against the said Defendants — and on reading also the Whole of the Interrogatories Exhibited on the part of the Complainant to Bandela Ball Naick and the Deposition of the

In the Supreme Court of Judicature at Madras

Equity Side

Monday the Twenty fourth day of March One thousand eight hundred and six and in the 46th year of the Reign of His Majesty King George the third between Mookeasawmy Naidoo only Son and Heir and personal Representative of Poosala Narrain Sawmy Naidoo deceased — Complainant

and

Vasundapooram Ramasawmy Braminy and Colingaroy Moodelly Defendant

By Oreginal Bill and Bill of Reviver

This Cause coming on to be heard and debated in the presence of the advocates learned on both sides on the Twenty Second day of March instant on reading the Oreginal Bill of Complaint — The Answer of the Defendant Vasundapooram Ramasawmy — The Answer of the Defendant Colingaroy — The Replication of the Complainant thereto — The Rejoinder of the Defendant Vasundapooram Ramasawmy — The Rejoinder of the Defendant Colingaroy Moodelly — and the Bill of Reviver filed by the Complainant against the said Defendants — and on reading also the Whole of the Interrogatories Exhibited on the part of the Complainant to Bandela Ball Naick and the Deposition of the said

said Witness thereto - The whole of the Supplementary Interrogatories Exhibited on the part of the Complainant and the Depositions of Samiah Condapen Thanapah Moodelliar Moodookistnamah Naick Lunkapully Solisinga Naick Sreevengadiah Daisseen Venkata Narrain Proothen and Narrainah Braminy Interrogatories Exhibited on the part of the Complainants and the Deposition of Rungamaunnar Chitty thereto - And also the whole of the Interrogatories Exhibited on the part of the Defendants Vasundapooram Ramasawmy Braminy and the Deposition of Rungammannar Chitty Vencataramoo Chitty Sarodla Vencatasawmy Naidoo Sarodla Sawmy Naidoo Coondaty Venkaupy Teeroomanum Moodelly Vanagaram Sawmy Pillay Samoodroo Moodelly Kerbapah Chitty Palava Chocalingum Sawmy Pillay Ra. Vistna Mah Yanoogdeu Sejanrah Valoydum Aubj Saishiah Calatepahah Appalow Ekambo Sadarangapatnam Nincapah Moodelly Sreval Eycany Sawmy Pillay and Sattaramiah taken thereto Respectively - and upon Reading also a Discharge or acquittance in the Gentoo Language (with a Translate annexed) marked with the Letter B dated the 3rd February 1773 from Naurana sawmy to Poosala Goorivappa Naidoo Mentioned and Referred to in the Depositions of the said Coondaty Venkaupy Rungamaunnar Chitty Sarodla Vencatasawmy Naidoo Vencataramoo Chitty and Sarodla Sawmy Naidoo also a Discharge or acquittance in the

Malabar language (with a translate annexed) Marked with the Letter C dated the 20th July 1780 from Poosala Narraina Sawmy to his Cousin Poosala Gopaula Naicker Mentioned and Referred to in the Depositions of the said Samoodroo Moodelly Sawmy Pillay Rungamaunnar Chitty Vencataramoo Chitty Vanagaram Sawmy Pillay Vardapah Chitty Teeroomanum Mootoo Mooneapah Moodelly and Palava Chocalingum and also Sixty Six Receipts Marked Respectively with the Letter D from Poosala Narrainsawmy Naidoo for the Monthly Sum of two Pagodas paid to him by Order of the Defendant Vasuntapooram Ramasawmy Braminy Mentioned and Referred to in the Depositions of the said Teeroovelly cany Sawmy Pillay Sattaramiah and andy Sashiah - And upon debate of the Matter and hearing what was alledged by the advocates on both sides and on due Consideration had thereon It is Doth Declare that the Complainant Mooneasawmy Naidoo as the Sole Surviving Representative and Next of Kin of the Testator Gopaudoo Naidoo deceased in the Pleadings in this Cause Named is entitled to the whole of the Residue of the said Testators Estate and Property of what Nature or Kind soever the same may be Subject to such of the Trusts in the will of the said Testator as are now existing and capable of taking effect it being Manifestly the intent of the said testator to exclude his executors the said Defendants from any beneficial interest in the said Residue And this Court doth further declare that immediately upon the decease of the Daughters of the said Testator without having spent the office of the said Executors in and by the said will Named and appointed wholly ceased and the Right of Administering the said Estate of the said Testator and

and the duty of performing the trusts of the
said will devolved upon the said Poosala Narrain
Sawmy deceased the Complainant in the said
Original bill as the Sole heir and Representative of
the said Testator, and upon the decease of the said
Poosala Narrain Sawmy descended and came to
and are now vested in and attached upon the
said Broomasawmy Naidoo his sole heir and
Representative It is therefore Ordered and Decreed
that it be referred to the Master to take an ac-
account of the Estate and Effects of the said
Testator Gopauloo Naidoo that have come to the
hands possession or power of the Defendants
Vasuntapooram Ramasawmy Braminy or of Tyapah
Moodelly and Nadavoyal Pawney Narrain Pillay
both since deceased in their respective life time
as Executors of the said Gopaul Naidoo or otherwise
and also that have come to the hands possession
or power of the Defendants Vasuntapooram Rama-
-sawmy Braminy and Colingarayy Moodelly as
Executors of the said Tyapah Moodelly or to the
hands of any person or persons for their or either
of their use and how and in what manner
the same hath or have been applied and
disposed of and that the said Master do also
enquire and State how much and what part
or parts of the said Estate of the said Testator
Gopauloo Naidoo doth or do now remain
outstanding or unreceived and for what
reason and by whose default or Neglect the
same hath or have not been gotten in or received
and that in taking the said account the said
Master do make unto the Parties all just
allowances and that the said Master be at
liberty

liberty to Examine the the Defendants in this Cause
upon Oath on Interrogatories touching the Estate of
the said Testator Gopaulloo Naidoo and the Receipt and
disposal thereof by them the said Defendants or
either of them or by the said Tyapah Moodelly and the
said Nadavoyal Pawney Narrain Pillay in their or
respective life time in such manner as the said Master
shall think Proper and that the said Defendants
do produce to and leave with the said Master upon
Oath if Required all Books Papers Cadjans accounts
and Writings in their or either of their Custody
possession or power touching or in any way relating to
or Connected with the said Estate of the said Gopaulloo
Naidoo and that the Complainant and others interes-
-ted in the Matters of this Suit be at liberty to inspect
Examine and take Copies of or Extracts from the said
Books Papers Cadjans accounts and Writings or of any
of them - And it is further Ordered and Decreed
that the said Defendants do pay unto the Complainant
as such Surviving Representative as aforesaid all such
Sum and Sums of Money as shall be found to be
remaining in their hands or with which they or either
of them shall be found to be chargeable or answera-
-ble upon taking the account hereby directed and
that the said Defendants do also deliver and make
over unto the Complainant the House and
Premises in Pedda Naicks Pettah in the Pleadings
mentioned and all such other Houses Gardens
Lands and Tenements Jewells Joys and other
Goods and Chattels as may now remain unsold and
all Securities for Money belonging to the said Estate
and do make and Execute unto the said Complainant
all such assignments grants and Conveyances of all
and Singular the said premises as may be proper

and Necessary in that behalf and that the said Master be at liberty to Report Specially if he shall have occasion or be Required so to do, and all further directions are hereby Reserved until ~~it~~ after the said Master shall have made his Report

By the Court
(signed) Gilb.t Ricketts
Reg.r

In the Supreme Court of Judicature at Madras

Wednesday the Second day of April one thousand eight hundred and Six and in the 46th Year of the Reign of His majesty King George the Third Between Banker Doorane only son and personal Representative of Cawder Naun Cawn deceased, an Infant, by Shaun Beunoo his Mother and next Friend .... Complainant

and

Hauptig Ahamed Cawn Defendant

This Cause Coming on this day to be heard upon Bill and answer upon reading the Bill of Complaint Exhibited by the above named Complainant and the ~~Plea and~~ Answer of the Defendant thereto and upon hearing what was alledged by the Counsel on both sides, and on due Consideration had thereon It is declared that the Paper writing purporting to be the last Will and Testament of Cawder Naun Cawn deceased in the Pleadings in this Cause Mentioned, except as hereinafter

is good and valid, and that the directions
and Bequests
therein Contained (Except as aforesaid) be carried
into Execution - and that respect to so much
of the said Will which tends to place the Widow
of the said Testator Cawder Navas Cawn under the
direction and Controul of the Defendant, and also
so much thereof as seeks to extend the minority
of the Complainant beyond the age of fifteen
years, this Court doth declare that the same
and every part thereof are void and of
no effect, and whereas in consequence of
the unhappy differences which Subsist between
the Complainant's Mother the said Ram Baunoo,
and the Defendant, it may so happen that the
said Complainant may be prejudiced in his
Education if the said Defendant should Continue
the Guardian of his person - This Court doth
therefore Order that it be referred to the Master
to consider and approve of some other fit and
proper person to be the Guardian of the said
Complainant until he shall attain the age
of fifteen Years - and it is also
that the said Master
do also enquire and ascertain what will be
a

a proper and sufficient Sum to be annually or
otherwise appropriated for the Education of
the said Complainant and for the necessary
Expenditure and Charges of the family and
Estate of the said Cawder Navas Cawn deceased
And it is also Ordered that the undisposed
parts of a certain Monthly Stipend or allowance
of three hundred and fifty Pagodas admitted
in and by the answer of the said Defendant to
have been received by him from the Government
of Fort St. George Subject to the appropriation
of such Sum as shall be fixed for the purpose
last Mentioned and also all profits and
proceeds of the Estate of the said Cawder Navas
Cawn deceased, after taking the account herein
after directed, and after payment of debts
(if any) be placed at interest in the Treasury of the
Honble the United East India Company
at Fort Saint George, in the name of the said Master
in such Manner and
proportions as this Honourable Court shall
for such purposes by this Court shall
and to the credit of this cause until further
or other Direction, and that the Defendant as the
direct and account - And with respect to certain
of the
Ornaments directed in and by the Will of the said

Cawder

Cawder Nawaz Cawn deceased, to be given to Baruja Begum his eldest Daughter - It is Ordered that it be referred to the said Master to enquire if the said Ornaments or any other and what ornaments were at any time and when and by whom Deposited with the said Shaw Baunoo, the Widow of the said deceased for the purpose in the said Will Mentioned or for any other and what purpose and whether the same or any of them be now in the possession of the said Shaw Baunoo or of any other person or persons, ~~and by his Answer thereto~~ and it is further Ordered that it be referred to the Master to take an account of the Debts, Funeral Expences and Legacies of the said Testator Cawder Nawaz Cawn deceased and of the Houses, Gardens, Lands and Grounds and other the Estate and Effects of the said Cawder Nawaz Cawn deceased, and of the Rents, Issues and Profits thereof, and also of the said Monthly Stipend or allowance of three hundred and fifty Rupees admitted in and by the answer of the said Defendant to have been received by him from the Government of Fort Saint George, and of all other Sum and Sums of Money that have come to the hands, possession or power of or been received by the said Defendant at any time since the death of the said Cawder Nawaz Cawn, or that have come to the hands of any person or persons for his use, and how, and in what manner the same Estate hath been applied and disposed of, and how much, and what part or parts of the said Estate doth or do now remain outstanding or unreceived, and for what reason, and by whose default or neglect the same hath or have not been got in or received, - and that the said Master at liberty to Examine the said Defendant in this Cause, upon Interrogatories, touching the Estate of the said Cawder Nawaz Cawn, and of the receipts and disposal of the same or of the Rents, Issues and Profits thereof, and of all such Sum and Sums of Money as aforesaid by the said Defendant, in such manner as the said Master shall think proper - and that the said Defendant do produce to and leave with the said Master upon oath as required

Cawder Nawaz Cawn deceased, to be given to Paruja Begum his eldest Daughter - It is Ordered that it be Referred to the said Master to enquire if the said Ornaments or any other and what ornaments were at any time and when and by whom Deposited with the said Shaw Baunoo, the Widow of the said deceased for the purpose in the said will Mentioned or for any other and what purpose and whether the same or any of them be Now in the possession of the said Shaw Baunoo or of any other person or persons, ~~and by her Leave thereof~~ and it is further Ordered that it be Referred to the Master to take an account of the Debts, Funeral Expences and Legacies of the said Testator Cawder Nawaz Cawn deceased and of the Houses, Gardens, Lands and Grounds and other the Estate and Effects of the said Cawder Nawaz Cawn deceased, and of the rents, issues and profits thereof, and also of the said Monthly Stipend or allowance of three hundred and fifty Pagodas admitted in and by the answer of the said Defendant to have been received by him from the Government of Fort. Saint George, and of

of all other Sum and Sums of Money that have come to the hands, possession or power of or been received by the said Defendant at any time since the death of the said Cawder Nawaz Cawn, or that have come to the hands of any person or persons for his use, and how, and in what manner the same Estate, hath been applied and disposed of, and how much, and what part or parts of the said Estate doth or do now remain outstanding or unreceived, and for what reason, and by whose default or neglect the same hath or have not been got in or received, - and that the said Master at liberty to Examine the said Defendant in this Cause, upon Interrogatories, touching the Estate of the said Cawder Nawaz Cawn, and of the receipts and disposal of the same or of the rents, issues and profits thereof, and of all such Sum and Sums of Money as aforesaid by the said Defendant, in such manner as the said Master shall think proper - and that the said Defendant do produce to and leave with the said Master (upon oath if required)

Required all Bills of Sale, Grants, Deeds, Bonds, agreements, Mortgages or other Documents relating to the said Houses, Gardens, Lands and Grounds, and also all Books of account, Papers, Cadjans, Petitions, Memorials, Letters and other Writings, in his Custody, possession or power, relating to the said Estate or to the said Monthly Stipend or allowance, or in any Manner Connected therewith, and that all Parties interested in the Matters of this Suit, be at liberty to take Copies thereof or Extracts therefrom - and it is lastly Ordered, that the Master be at liberty to Report Specially, if he shall have occasion or be required so to do, and all further directions are hereby reserved until ~~after~~ the said Master shall have made his Report -

By the Court

Petition for Copies
and Order thereon
Copies Delivered Taxed
Decree

In the Supreme Court of Judicature at Madras

Guilty side

Wednesday the Twenty third of April one thousand eight hundred and Six and in the 46. Year of the Reign of His Majesty King George the third Between Varattamaran Sooboo Chitty - Complainant -
and
Shaike Moorath - Defendant -

This Cause Coming on this day to be heard and debated in the presence of the advocates learned on both sides - upon reading the Bill of Complaint Exhibited by the above named Complainants - The Answer of the Defendant thereto - and upon debate of the Matter and hearing what was alledged by the Counsel on both sides and on due Consider-ation had thereon - This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that it be referred to the Master of this Honble Court to Compute the Principal and Interest due to the Complainant upon the Mortgage bond Mentioned in the bill

and

and to have the Complainant his Costs of this Suit -
And that the Defendant do forthwith pay to the
Complainant or his lawful attorney in discharge
of the said Mortgage bond and of this Suit
such sum of Money as by the Master's Report
to be made on this Reference, shall appear to be
due to the Complainant for Principal, interest
and Costs - And (in default of the said Defendant
coming in before the said Master and discharging
the Amount aforesaid that shall so appear to
be due) within one Month after service of
Copies of this Order and of the Master's Report
that shall be made thereupon on the said
Defendant personally or by leaving such Copies
at his (place of abode) that the said Master
do forthwith proceed to a Sale of the mortga
=ged premises comprised in the Mortgage bond
mentioned in the Bill - and that such sale be
made with his privity and under his direction
and (if the Nett proceeds of such sale do not
exceed the amount of Principal, interest and
Costs aboveimentioned) that the same be
forthwith

forthwith paid over to the Complainant or his Compla
attorney and (if such proceeds shall exceed
the aforesaid amount of Principal, interest and
Costs) that the Surplus be paid into the Registry
of this Court to the account of the Defendant
in this Cause Subject to the further order
of this Court - and that all Deeds, Muniments
and Writings which are in the possession or
power of the Complainant relating to the said
Mortgaged Premises be delivered over to the
Purchaser or Purchasers thereof, after payment
by him or them of his or their purchase monies,
and the Report of such his or their purchase
having been duly Confirmed - and that after
payment of the purchase monies according to
the directions of this Decree; such Purchasers
be not liable to see to the further application
or disposition of the same purchase money -

By the Court

Philip Jacob Pettum
&c. &c. &c. Complainant
v
Sargius Sahur &c. &c. &c. Defendants

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Twenty sixth day of April one thousand eight hundred and six and in the forty sixth year of the Reign of His Majesty King George the third Between Philip Jacob Pettum - Complainant and Sargius Sahur and Heracooke Arathoon - Defendants

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides upon the Bill and answer on reading the Bill of Complaint, the answer of the Defendant Sargius Sahur, and the Separate Answer of the Defendant Hereacouse Arathoon upon debate of the Matter and hearing what was allegid by the Counsel on both sides and upon due Consideration had thereon - This Court doth think fit to Order and Direct that the Defendants Sargius Sahur and Heracooke Arathoon do forthwith deliver to the Complainant to be cancelled the Sec

Bond.

Bonds mentioned in the Bill, to have been executed and given by him to Jacob Pettum, the Testator in the Pleadings in this Cause named, and also all Title Deeds and Documents relating to the Houses and Property of and belonging to the Complainant, which were mortgaged by him to and deposited with the said Testator as Collateral Securities for payment of the Monies lent and advanced by the said Testator to the said Complainant - And with respect to the Principal Sum of Seven Thousand Pagodas being a Bond debt due by the said Defendant Keracoose Arathoon to the said Testator Jacob Pettum, in his life time, and in the Pleadings mentioned and all Interest which hath accrued thereon, This Court doth declare that the said Defendant Keracoose Arathoon is not entitled to retain the same Principal Money and Interest, or any part thereof but that the same ~~do~~ forms a part of the personal Estate of the said Testator and ought to be considered as assets in the hands of the said Defendant Keracoose Arathoon - It is therefore Ordered that the said Defendant Keracoose

Keracoose Arathoon do account for and pay the whole of the said Principal Sum of Seven Thousand Pagodas and all Interest which hath accrued and is now due thereon, and that he do also account for and pay the further Sum of Two Thousand two hundred and fifty Seven Pagodas and ninety five decimals, admitted in and by the answer of the said Defendant Keracoose Arathoon to be due and owing by him to the Estate of the said Testator - And it is further Ordered that the sum of Twenty two Thousand two hundred and Ninety three Pagodas, Eleven Fanams and Sixty Cash, appearing in and by the account Current annexed to the answer of the Defendant Sarguies Salur to be the balance of Cash remaining in the hands of the said Defendant, belonging to the Estate of the said Testator, be forthwith by the said Defendant Sarguies Salur paid into the Registry of this Court, and that the said Sum so soon as the same shall have been paid in as aforesaid, be immediately thereafter invested in the Treasury

of

of the East India Company at Fort St George in the name of the Accountant General of this Court in trust and to the Credit of this Cause; and Subject to the further order and direction of this Court therein. And it is further Ordered that it be referred to the Master of this Court to take an account of the Estate and Effects of the said Testator Jacob Pittum and how much and what part or parts thereof hath or have at any time and when heretofore been received by or come to the hands of the said Defendants Sargius Pittum and Miracee Arathoon or to the hands of the Complainant as Executors of the last will and Testament of the said Testator or otherwise, or of any person or persons in trust for them or any of them, or to their or either of their use, or with their or either of their privity Consent or procurement and how and in what manner the said Defendants and the said Complainant or either or any of them, or any other person or persons as aforesaid have

have or hath respectively applied or disposed of the same Estate, and that the said Master do also enquire and state how much and what part or parts of the said Estate of the said Testator doth or do now remain outstanding or unreceived and for what reason and by whose default or neglect the same hath or have not been gotten in or received, and that in taking the said account the said Master do make unto the Parties all just allowances, and that the said Master be at liberty to Examine the said Defendants and also the Complainant in this Cause upon oath on Interrogatories touching the Estate of the said Testator and the receipts and disposal thereof by them or either of them in such manner as the said Master shall think proper and that the said Defendants, and the said Complainant do produce to and leave with the said Master (upon oath if required) all Books, Papers, accounts, and writings

in

of the East India Company at Lond. St George in the name of the Accountant Generall of this Court in trust and to the Credit of this Cause: and Subject to the further order and direction of this Court Therein. And it is further Ordered that it be referred to the Master of this Court to take an Account of the Estate and Effects of the said Testator Jacob Pittum and how much and what part or parts thereof hath or have at any time and when heretofore been received by or come to the hands of the said Defendants Sargius Sutter and Hiracare Ariathoon or to the hands of the Complainant as Executors of the last will and Testament of the said Testator or otherwise, or of any person or persons in trust for them or any of them, or to their or either of their use, or with their or either of their privity Consent or procurement and how and in what manner the said Defendants and the said Complainant or either or any of them, or any other person or persons as aforesaid have

have or hath respectively applied or disposed of the same Estate, and that the said master do also enquire and state how much and what part or parts of the said Estate of the said Testator doth or do now remain outstanding or unreceived and for what reason and by whose default or neglect the same hath or have not been gotten in or received, and that in taking the said Account the said master do make unto the Parties all just allowances, and that the said master be at liberty to Examine the said Defendants and also the Complainant in this Cause upon oath on Interrogatories touching the Estate of the said Testator and the receipts and disposal thereof by them or either of them in such manner as the said master shall think proper and that the said Defendants, and the said Complainant do produce to and leave with the said master (upon oath if required) all Books, Papers, Accounts, and writings

in

in their or any of their Custody, Possession or Power touching or in any way relating to or Connected with the said Estate and that all Parties interested therein be at liberty to inspect, Examine and take Copies of or Extracts from the said Books, Papers, Accounts and Writings or of any of them. and that the Master be at liberty to report Specially, if he shall have occasion or be required so to do - and all further directions and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report -

By the Court
(signed) John Law
Dy Regr

In the Supreme Court of Judicature at Madras

Equity Side

Saturday the 26th day of April 1806
and in the 46th Year of the Reign of
His Majesty King George the Third
Between James Stringer - Complainant
and
John Tulloh, Elizabeth Thomas and
John Wellens - Defendants

This Cause coming on this day to be heard and debated in the presence of the advocates learned on both sides, upon the Bill and Answers, on Reading the Bill of Complaint - The Answer of the Defendant John Tulloh thereto - The answer of the Defendant Elizabeth Thomas - and The answer of the Defendant John Wellens, and upon debate of the Matter and hearing what was alledged by the Counsel on both sides, and upon due Consideration had thereon - This Court doth think fit to Order and Declare and it is Accordingly Ordered and Declared that it be Referred to the Master of this Court to take an account of the Houses, Gardens, Lands and Grounds and Other the Estate and Effects of the Testator James Stringer in the Pleadings in this Cause Named and of the Rents Issues and profits thereof and of all Sum and Sums of Money that have come to the Hands, possession or power of or been Received by the Defendant John Tulloh as Administrator of the said Estate at any time since

the

the death of the said Testator or that have come to the hands of any person or persons for the use of the said Defendant and how and in what manner the same Estate hath been applied and disposed of and how much and what part or parts of the said Estate of the said Testator James Stringer doth or do now remain outstanding or unreceived and for what reason and by whose default or neglect the same hath or have not been gotten in or received and that the said Master be at liberty to Examine the said Defendant John Sullock in this cause upon Interrogatories touching the Estate of the said Testator, and the receipt and disposal of the same or of the Rents, Issues and profits thereof by the said Defendant in such manner as the said Master shall think proper and that the said Defendant do produce to and leave with the said Master (upon Oath if required) all Bills of Sale, Grants, Deeds agreements Mortgages or other Documents relating to the said Houses, Gardens, Lands and Grounds and also all Books of account, Papers and other Writings in his Custody possession or power belonging to the said Estate, or in any manner relating thereto or connected therewith - And it is also further ordered that the said Master do enquire when and at what time Thomas Thomas the Husband of the Defendant Elizabeth Thomas in the Pleadings named quitted Madras, and whether he was at such time in solvent circumstances, or otherwise, and whether he the said Thomas Thomas is now living or dead and if alive, where and at what place he doth dwell and reside, or is supposed so to be, and at what place or places and when he was last heard of; and if dead, when and where he died and that the said Master do also enquire and ascertain what Sum or Sums of Money have been at any time or times paid to or received by the said Elizabeth Thomas, or the said Thomas Thomas, under and by virtue of the will of her Father the said James Stringer, and whether upon the intermarriage of the said Elizabeth Thomas with the said Thomas Thomas, or at any time previous or subsequent thereto any and what Settlement or provision was made upon or for her the said Elizabeth Thomas by her Husband the said Thomas Thomas; and if any such Settlement was made who is or are the Trustee or Trustees thereof and thereby nominated and appointed, and whether there was or were any and what Issue or Issues of such Marriage, and if any, whether such Issue or Issues be living or dead - And that the said Master be at liberty to examine the Complainant and Defendants in this Cause, or any of them if necessary upon Oath, in such manner as he shall think fit, touching all or any of the Matters hereby referred to him and to Report to this Court specially thereon and all further directions are hereby reserved until after the said Master shall have made his Report -

By the Court

Gilbt Ricketts

Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Twenty sixth Day of April one thousand eight hundred and Six and in the 46th Year of the Reign of His Majesty King George the Third Between Chinna Vencata-ramah Chitty - - Complainant -

and

Sunkoo Ramah Chitty - Defendant -

This Cause Coming on this day by consent of parties, to be heard on the equity Reserved in and by the Decretal Order of this Court of the Seventh instant ~~and thereon Record with the finding of~~ ~~[illegible]~~ It is Declared that the Paper writing purporting to be the last will and Testament of the said Vencataroyaloo in the pleadings in this cause mentioned and found to have been executed by him as such is wholly void the said Vencataroyaloo having been always in a State of filial Subjection and therefore by the said

~~Decree~~

incapable of holding any thing in his own rights and for his own benefits, whatever he acquired being immediately vested in his father the said Complainant Chinnah Vencataramma Chitty, as the head and representative of the family - And it is further declared that all the estate and Effects comprised in and effected to be disposed of by the said will and whatever else the said Vencatarayaloo died possessed of or in any wise interested in are now become and are the sole and exclusive property of the said Complainant Chinnah Vencataramma Chitty - It is therefore Ordered and Decreed that the Master of this Court do take an account of all the Estate and effects which since the decease of the said Vencatarayaloo have been possessed by or have come to the hands of the said Sunkoo Ramah Chitty as Executor of the said Vencataroyaloo under the said Will and Testament or otherwise however or to the hands or possession of any other person or persons by his Order or for his use - And it is further Ordered for the better taking of the said account that the parties be examined if necessary upon interrogatories and produce before the said Master upon oath all Books, Papers, Cadjans and writings in their Custody or power relating thereto as the said Master shall direct and that the said master do make to the said Sunkoo Ramah Chitty all just allowances - And it is further Ordered that the said Sunkoo Ramah Chitty do pay and deliver up forthwith to the said Complainant Chinnah Vencataramah Chitty whatever Money, bills - Deeds, Securities for money or effects of the said Vencataroyaloo shall upon the taking of the said account be found remaining in his hands or power - And it is further Ordered that Gooroovajee the infant daughter of the said Vencataroyaloo now under the protection of this Court and by an Order of the Sixteenth instant ~~directed to~~ be delivered to the care and Custody of one to take the same & Colla Singanah Chitty be now delivered to the said Complainant Chinna Vencataramah Chitty, the Natural guardian of the said infant - And the said

Complainant

Complainant Chinnah Venkatiramah Chitty having intimated his desire of marrying the said Goroova=jee forthwith and of making such provision for her out of the said family property as this Court might think reasonable - It is Ordered that the Master be at liberty to receive proposals from the said Complainant for such provision and determine the amount thereof and settle the same as he may approve - And it having been agreed between the said parties that in the event of it's being found in the trial of the said issues that the said Paper writing purporting to be the last will and Testament of the said Venkataroyaloo was duly Executed by him, the Costs both at law and in Equity should be borne by and paid out of the said family Estate - It is Ordered that all such Costs Subject to the usual taxation and allowance be accordingly paid out of the said Estate - And the Consideration of all further directions is reserved until after the said Master shall have made his report -

By the Court -

signed Gyll Ricketts

Regr

Supreme Court
Equity side
Chinna Vencataramah
Chitty -
Dupont
Sundroo Ramah Chitty
Draft
Decree

In the Supreme Court of Judicature at Madras
Equity side

Monday the Twenty eighth day
of April one thousand eight hundred a
Six and in the 46th. Year of the Re
of His Majesty King George the third
Between Mary Crump Widow and
Mary Crump Spinster the Infant
Daughter of Samuel Crump deceased
Complainants
and
John Dupont and Samuel Crump
Defendants

This Cause coming on this day to be heard
upon the further directions reserved by a decretal Order
of the fifth day of August last, on reading the said ord
and the Report of the Master made in pursuance thereof
bearing date the fifth day of the present Month of
April and the Order of the Seventeenth day of the same
Month confirming the said Report- It is Ordered and
Decreed that the Defendant Samuel Crump do forthwith
pay unto the Complainant Mary Crump Widow the
sum of five hundred and eighty two Star Pagodas
twenty six Fanams and twenty cash being the Balance
reported by the Master to be due and owing from
the said Defendant to the said Mary Crump Widow
in respect of the interest of the sum of three thousand
Pagodas trust Money in the said Decree mentioned
which hath accrued due sin[ce] the death of
Samuel

Samuel Crump in the said Decree Named - and whereas it is stated by the Report aforesaid that the persons who have been proposed on behalf of the said Mary Crump Widow as trustees in the place and stead of the said John Dupont and Samuel Crump have declined to undertake the said trust and no other persons have been Nominated to the said Master to be appointed trustees It is further ordered and Decreed that the said Principal Sum of three thousand Pagodas paid into the Registry of this Court by the said Defendant Samuel Crump in pursuance of the said decree be forthwith paid into the Treasury of the East India Company at Fort St. George in the Name of the accountant General of this Court in trust in this Cause - And this Court doth declare that according to the intent of the parties and upon the true Construction of the said Deed of Settlement in the pleading mentioned the principal Sum of three thousand pagodas as well as the interest thereof is subject to the ulterior trusts of the Settlement after the determination of the life estate of the said Mary Crump Widow in the interest thereof and doth therefore Order and Decree that the interest of the said Sum of Pagodas three thousand, so to be paid and vested as aforesaid, in the name of the accountant General, be paid to the said Mary Crump Widow or her assigns during her life, and from and after the death of her the said Mary Crump Widow, the said principal Sum of Pagodas three thousand, be subject to the further trusts in the said Deed of Settlement set forth - And this Court doth further order that the said Bill of Complaint be dismissed as against the said John Dupont but without Costs & that the said Defts. Crump do pay to the Complainants their subsequent Costs to be By the Court

Let this Decree be
taxed by the Master

Gibbs Ricketts
Regr

day to be heard
Answer in the
both sides upon
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General ta-

Samuel Cumps in the said Dec
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General
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In the Supreme Court of Judicature at Madras

Equity Side

Saturday the Third day of
May One Thousand eight hundred
and Six and in the 46th Year of the
Reign of His Majesty King George
the Third Between Adrian De
Fries, John De Fries and Lewis
De Fries - - - - - - Complainants

and

Thomas Chase, John Chinnery,
John Mc Doualt, Edward Watts,
Gilbert Ricketts, John Hunworthy
James Balfour and Thomas Parry

Defendants

This Cause coming on this day to be heard
and debated upon the Bill and Answers in the
presence of the advocates learned on both sides - Upon
reading the Bill of Complaint Exhibited by the
above named Complainants The Joint and Several
answers of the Defendants Thomas Chase, John
Chinnery John Mc Doualt, Edward Watts and
Gilbert Ricketts - The joint and Several Answers
of the Defendants John Hunworthy, James Balfour
and Thomas Parry - and upon debate of the Matter
and hearing what was alledged by the Counsel
on both sides and on due Consideration had thereon
This Court doth think fit to Order and Decree
and it is accordingly Ordered and Decreed that it
be Referred to the Master of this Hon^ble Court to

Compute

compute the principal and Interest due to the Complainants upon the two several Mortgages or bonds Mentioned in the bill and to tax the Complainants their Costs of this Suit And that the Defendants Thomas Chase; John Chinnery; John M.c Donall, Edward Watts and Gilbert Ricketts do forthwith pay to the Complainants or their lawful Attorney in discharge of the said two several Mortgage bonds and of this Suit such sum of Money as by the Masters Report to be made on this Reference, shall appear to be due to the Complainants for principal, Interest and Costs and (in default of the said Defendants coming in before the said Master and discharging the Amount aforesaid that shall so appear to be due) that the said Master do forthwith proceed to a Sale of the String of Pearls, Garden House, Ground and premises Comprised in the aforesaid two several Mortgage bonds Mentioned in the Bill and that such Sale be Made with his privity and under his direction and (if the Nett proceeds of such sale do not exceed the Amount of Principal, interest and Costs above mentioned) that the same be forthwith paid over to the Complainants or their lawful Attorney and (if such proceeds shall exceed the aforesaid amount of Principal, Interest and Costs) that the Surplus be paid into the Registry of this Court to the account of the Defendants in this Cause Subject to the further Order of this Court and that all Deeds, Muniments, and Writings which are in the possession or power of the Complainants or Relating to the said Mortgaged Premises be delivered over to the Purchaser or Purchasers thereof, after payment by him or them of his or their purchase Monies, and the Report of such his or their purchase having been duly Confirmed and that after payment of the purchase Monies according to the Directions of this Decree, such Purchasers be not liable to see to the further application or disposetion of the same purchase Money

By the Court
John Raw
Dy Regr

In the Supreme Court of Judicature at Madras

Equity Side

Tuesday the Sixth day of May one thousand eight hundred and six and in the 46. Year of the Reign of His Majesty King George the third between Mooneadawmy Raidoo only Son and Heir and personal Representative of Poosala Narrain Dawmy Raidoo deceased — Complainant

and

Vasundapooram Ramasawmy Brauminy and Colingaroy Broodelly Defendants —

By Original Bill and Bill of Revivor —

Whereas by an Order or Decree of this Court made on the Twenty fourth day of March last past in this Cause, It was declared that the Complainant Mooneasawmy Raidoo as the Sole Surviving Representative and Next of Kin of the Testator Gopaulloo Raidoo deceased in the Pleadings in this Cause named was entitled to the whole of the Residue of the said Testators Estate and property of what Nature or Kind soever the same might be Subject to such of the Trusts in the Will of the said Testator as were then existing and capable of taking effect it being Manifestly the intent of the said Testator to exclude his Executors the said

In the Supreme Court of Judicature at Madras

Equity Side

Tuesday the Sixth day of May one thousand eight hundred and six and in the 46. year of the Reign of His Majesty King George the third between Moonesawmy Raidoo only Son and Heir and personal Representative of Poosala Narrain Sawmy Raidoo deceased — Complainant

and

Vasumbapooram Ramasawmy Brahmin and Coolingaroy Broadelly Defendants —

By Original Bill and Bill of Revivor —

Whereas by an Order or Decree of this Court made on the Twenty fourth day of March last past in this Cause, It was declared that the Complainant Moonesawmy Raidoo as the Sole Surviving Representative and Next of Kin of the Testator Gopaulloo Raidoo deceased in the Pleadings in this Cause named was entitled to the whole of the Residue of the said Testators Estate and property of what Nature or Kind soever the same might be Subject to such of the Trusts in the Will of the said Testator as were then existing and capable of taking effect it being Manifestly the intent of the said Testator to exclude his Executors the said

said Defendants from any beneficial interest in the said Residue – And it was further declared that immediately upon the decease of the Daughter of the said Testator without having issue the office of the said Executors in and by the said Will named and appointed wholly Ceased and the Right of Administering the said Estate of the said Testator and the duty of performing the trusts of the said Will devolved upon the said Poosala Narrain Sawmy deceased, the Complainant in the said Original bill as the Sole Heir and Representative of the said Testator and upon the decease of the said Poosala Narrain Sawmy descended and came to and were then vested in and attached upon the said Mooneasawmy Naidoo his Sole Heir and Representative. It was therefore Ordered and Decreed that it should be Referred to the Master to take an account of the Estate and Effects of the said Testator Gopaulos Naidoo that had come to the hands, possession or power of the Defendant Vasuntaporam Ramasawmy or Brauny or of Tyapah Moodelly and Nadeyapah Pavoney Narrain Pillay both since deceased in their respective life time as Executors of the said Gopaul Naidoo or otherwise, and also that had come to the hands, possession or power of the Defendants Vasuntaporam Ramasawmy Brauny and Coliguroy Moodelly as Executors of the said Tyapah Moodelly or to the hands of any person or persons for their or either of their use and how and in what manner the same had been applied and disposed of, and that the said Master should also enquire and State how much and what part or parts of the said Estate of the said Testator Gopaulos Naidoo remained outstanding or unrecovered and for what Reason and by whose default or Neglect the same had not been gotten in or Recovered and that in taking the said account the said Master should make unto the Parties all just allowances and that the said Master should be at liberty to Examine the Defendants in this Cause upon oath on Interrogatories touching the Estate of the said Testator Gopaulo Naidoo and the Receipt and disposal thereof by them the said Defendants or either of them or by the said Tyapah Moodelly and the said Nadeyapah Pavoney Narrain Pillay in their Respective life time in such Manner as the said Master should think Proper and that the said Defendants should produce to and leave with the said Master / upon oath if Required / all Books, Papers, Cadjans, accounts and Writings in their or either of their Custody, possession or power touching or in any way Relating to or Connected with the said Estate of the said Gopaulos Naidoo and that the Complainant and others interested in the Matters of this Suit should be at liberty to inspect, Examine and take Copies of or Extracts from the said Books, Papers, Cadjans or accounts and Writings or of any of them – And it was further Ordered and Decreed that the said Defendants should pay unto the Complainant as such Surviving Representative as aforesaid all such sum and sums of Money as should be found to be Remaining in their hands or with which they or either of them should be

be found to be Chargeable or answerable upon or taking the account thereby directed and that the said Defendants should also deliver and make over unto the Complainant the House and Premises in Pedda Naicki Pettah in the Pleadings mentioned and all such other Houses, Gardens, Lands and Tenements, Jewells, Lays and other Goods and Chattels as then remained unsold and all Securities for Money belonging to the said Estate and should make and Execute unto the said Complainant all such assignments grants and Conveyances of all and Singular the said premises as might be proper and Requisite in that behalf and that the said Master should be at liberty to Report Specially if he should have occasion or be Required so to do and all further directions were thereby Reserved until after the said Master should have made his Report With which said Order the said Defendant Vasundaporam Ramasawmy Brauniny being dissatisfied he Petitioned this Court for a Re-hearing of the said Cause, he submitting to pay what Costs the Court should award in case his Complaint be found groundless - And thereupon by an Order bearing date the Seventh day of April last past it was Ordered that the said Cause should be Re-heard And the said Cause came on accordingly to be Re-heard in the presence of the advocates learned on both sides, on the third day of the present Month of May Whereupon and upon debate of the Matter, and hearing what could be alledged by Counsel on both sides, the Court

this day declared that the Decree formerly pronounced in this Cause was just, and did accordingly Order that the same should Stand, and that the Petition of the said Defendant Vasundaporam Ramasawmy Brauniny should be dismissed with Costs -

By the Court

Gilbt Ricketts
Regt

In the Supreme Court of Judicature at Madras

Equity side

Tuesday the Sixth day of May one thousand eight hundred and Six and in the forty sixth Year of the Reign of His Majesty King George the Third Between

Condapah Moodelliar - Complainant

and

Gopaulloo, Nallaina Moodelly and Ponapulla - Defendants

This Cause Coming on this day, by consent of parties, to be heard on the Equity Reserved in and by the decretal Order of this Court of the Twenty fifth day of April last; ~~and the Certificate of the Prothonotary with the finding of the court thereon, on the trial at Law of the several issues in and by the said decretal Order directed being produced~~ This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Bill of Complaint filed by the said Condapah

Equitable Mootoo
~
Equitable & Ors

Sadagopa Pillay

In the Supreme Court of Judicature at Madras

Tuesday the 6th day of May one thousand eight hundred and Six and in the 46 year of the Reign of His Majesty King George the Third

Equity Side

Between Mitty Mootoo Comarappa Moodelliar and Mitty Coodandy Moodaliar - - - - - Complainants

and

Mootoomarah Chitty Cootty Chitty Talisenga Chitty and Mootumaury Chitty - - - - - - Defendants

Whereas Proces to the Extent of a Sequestration hath been awarded against all the said Defendants for want of Appearance and by an order of this Court of the Third instant it was Ordered that the said Bill of Complaint should be taken pro Confesso as against all the said Defendants It is now on the Motion of Mr. Brown on the behalf of the Complainants that the Court will be pleased to pronounce a Decree according to the Prayer of the said Bill and upon Reading the aforesaid Order of the third instant and also the bill of Complaint in this Cause Ordered and Decreed that it be referred to the Master of this Court to take an account of the Principal and Interest Monies due to the Complainants upon the Mortgage Bond of the Defendant Mootumaury Chitty Cootty Chitty in the pleadings in this Cause mentioned and that the said Master do also

tax

tax the Complainants their Costs of this Suit
that the said Defendant Moattumaury Chitty
Chitty do forthwith pay unto the Complainants
discharge of the said Mortgage Bond and of this
such Sum of Money as by the Masters Report
be made on this Reference shall appear to be
to the said Complainants for Principal Interest
Costs - and for default of the said Defendants
in before the said Master and discharging the
aforesaid that shall so appear to be due within
the Space of One Month after service of a Copy of
this Order and of the Masters Report that shall
be made thereupon on the said Defendant
Moattumaury Chitty Coothy Chitty either personally
or by leaving such Copies at his Dwelling House or
usual place of abode) that the said Master do
forthwith proceed to a Sale of the House Ground and
premises which are Charged by way of Mortgage
by the said Mortgage Bond in the pleadings
-ned, such Sale to be made with his privity and
under his direction - And that the said Defend-
-ant Moattumaury Chitty Coothy Chitty and
also the Defendants Tatsinga Chitty and
Moattumaury Chitty and all other proper parties
do join in such Sale and in such Conveyances and
Assurances to a Purchaser or Purchasers as shall be by
such Purchaser or Purchasers Required and as shall
be approved by the said Master and that out
of and from the Purchase Monies and proceeds of
Sale of the same premises all Expences incurred in
or in Consequence of the said Sale be discharged
and that the residue of the same Purchase Monies
and

and proceeds or so much thereof as shall be Sufficient
to Satisfy the Sum of Principal Money Interest
and Costs due to the Complainants be paid to the
Complainants or their Solicitor in total or partial
Satisfaction as the same may extend of such Sum of
Principal Interest and Costs, and if any Surplus
shall Remain that the same be paid into the
Registry of this Court, and Subject to the future
Order of this Court - and that all Deeds Instruments
and Writings which are in the Possession or power of the
Complainants Relating to the said Mortgaged Premises
be delivered over to the Purchaser or Purchasers thereof
after payment by him or them of his or their purchase
Monies and the Report of his or their purchase having
been duly Confirmed - and that after payment of
his or their purchase Monies according to the direction
of this Decree, such Purchaser or Purchasers be not
liable to see to, or be accountable for the application
Misapplication, or non application of such
purchase Monies -

By the Court
(signed) Gibbs Rickets
Regr

In the Supreme Court of Judicature at Madras

Equity Side

Tuesday the Sixth day of May one Thousand eight hundred and Six and in the 46th Year of the Reign of His Majesty King George the Third Between Vivanadom an Infant by his Paternal Uncle and next friend Moorgapah Modelliar Complainant

and

Sabaringapatnam Sabanaiky Modelliar, Mely Appoo Modelliar and Poulavy Narrainy Sawmy Modelliar Defendants

This Cause Coming on this day for further directions upon the Report of the Master bearing date the Twenty first day of March last in pursuance of a Decretal Order made on the hearing of this Cause on the fourth day of August in the Year one Thousand eight Hundred and four, Upon reading the said Order and Report; upon debate of

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of the Matter and Hearing what Could be a
by the Advocates on both sides and on
Consideration had thereon, This Court doth
think fit to declare that Moorga
=pah, Vencatachellum and Soobarayen
three Brothers of the Testator Pom Rama
Vellapah Moodelly in the Pleadings
in this Cause named, are entitled
to have, take and receive their respec
=tive Legacies of one thousand and
three hundred Pagodas each, bequeathed
to them in and by the second Paragraph
of the said Testator's Will, together
with interest at 8 p Cent p Annum
on the respective legacies of the said
Moorgapah and Vencatachellum to
be Computed from the 5th day of
March - 1802 when the family of the
Testator separated - And the said
Moorgapah is likewise entitled to
the Sum of one hundred Pagodas
being the Amount directed in and by

the

the third Paragraph of the said Will to be
given for the charges attending his
marriage, it appearing by the said Report
that the said Moorgapah was married
in the month of April in the year one
thousand eight hundred and three and
also to the further Sum of Twenty three
Pagodas and four Fanams being the
Interest reported to be due to the
said Morgapah on the said Principal
Sum of one hundred Pagodas - That
the said Soobarayen is also entitled to
the Sum of one hundred and fifty
Pagodas being the amount directed
in and by the last Mentioned Paragraph
of the said Will to be given for the
charges attending his marriage, it
appearing by the said Report that the
said Soobarayen was married in the
month of September in the year one
thousand eight hundred and five - It
is therefore Ordered and directed that
the several Sums of money herein before
mentioned

mentioned be forthwith paid to the said Moongapah, Venecatachellum and Sacharya from and out of the Estate of the said Testator Pombawie Vellapah Moodelly in the Hands of the said Defendants the Executors - And this Court doth further declare that Visalatchy Ummall the Daughter of the said Testator is entitled to Joys or Jewels to the amount of one thousand Pagodas directed in and by the fourth Paragraph of the said Will to be given to her on her marriage it appearing in and by the said Report that the said Visalatchy Ummall was married in the month of April in the Year one thousand eight hundred and three to one Periatty Cangoe Mootteah Moodelliar - And this Court doth also declare that the said Visalatchy Ummall is entitled to four hundred Pagodas being the sum directed in and by the last mentioned Paragraph of the said Will to be applied towards the expences of her Marriage together with the Sum of

ninety

ninety two Pagodas and sixteen Fanams for interest thereon - also to the further Sum of one thousand Pagodas for the purchase of a House according to the same Paragraph of the said Will, with the Interest at the rate of 8 p Cent per annum reported by the said Master to be due thereon amounting to the sum of two hundred and thirty one Pagodas - And to the further Sum of one thousand Pagodas given to her as an Estate, in and by the same Paragraph of the said Will subject to the Conditions therein mentioned with Interest also on the said last mentioned Sum as Calculated by the said Master Amounting to the Sum of Two hundred and thirty one Pagodas, This Court doth therefore Order and direct with respect to the first mentioned Principal Sum of one thousand Pagodas, that the same be forthwith applied in the Making up and purchasing of Jewels for the said Visalatchy Ummall and that such jewels be delivered to her to be holden and enjoyed by her as - Stridhanam or paraphernalia - And with respect to the principal Sum of

four

mentioned be forthwith paid to the said Moorgapah, Veneatachellum and Sacharaya from and out of the Estate of the said Testator Pombaive Vellapah Moodelly in the hands of the said Defendants the Executors - And this Court doth further declare that Visalachy Ummall the Daughter of the said Testator is entitled to Joys or Jewels to the amount of one thousand Pagodas directed in and by the fourth Paragraph of the said Will to be given to her on her marriage it appearing in and by the said Report that the said Visalachy Ummall was married in the month of April in the Year one thousand eight hundred and three to one Periatty Cangia Mootiah Moodelliar - And this Court doth also declare that the said Visalachy Ummall is entitled to four hundred Pagodas being the sum directed in and by the last mentioned Paragraph of the said Will to be applied towards the expences of her Marriage together with the sum of

Ninety

ninety two Pagodas and Sixteen Fanams for interest thereon - also to the further sum of one thousand Pagodas for the purchase of a House according to the same Paragraph of the said Will, with the Interest at the rate of 8 p Cent per annum reported by the said Master to be due thereon amounting to the sum of Two hundred and thirty one Pagodas - And to the further sum of one thousand Pagodas given to her as an Estate in and by the same Paragraph of the said Will subject to the Conditions therein mentioned with Interest also on the said last mentioned Sum as Calculated by the said Master Amounting to the Sum of Two hundred and thirty one Pagodas, This Court doth therefore Order and direct with respect to the first Mentioned Principal Sum of one thousand Pagodas, that the same be forthwith applied in the Making up and purchasing of Jewels for the said Visalachy Ummall and that such Jewels be delivered to her to be holden and enjoyed by her as - Strîdhanam or paraphernalia - And with respect to the principal Sum of

2

four

four hundred Pagodas for the Charges of the Marriage of the said Visvalauchchy Ammall and the Sum of Ninety two Pagodas and Sixteen Fanams being the Interest which hath accrued thereon as aforesaid — And also with respect to the sum of one thousand Pagodas for the purchase of a House and the interest reported due thereon, it is Ordered that the said last mentioned Sums be forthwith paid by the said Defendants the Executors from and out of the Estate of their said Testator to the said Perakytangle Mootiah Moodelliar in right of his wife the said Visvalauchchy Ammall, — And with respect to the principal Sum of one thousand Pagodas given to the said Visalauchchy Ammall, as an Estate, it is directed that the same be forthwith paid into the Registry of this Court, and invested in the Treasury of the East India Company at Lord Saint George in the name of the Accountant General of this Court in trust in this Cause, and subject to the several Trusts expressed and declared in the said will of the said Testator of and Concerning the same — And as to the

the sum of Two hundred and thirty one Pagodas found by the Report of the said Master to have accrued for and in respect of Interest upon the aforesaid bequest of one thousand Pagodas as an Estate for her the said Visalauchchy Ammall it is Ordered that the said last mentioned Sum be forthwith paid by the said Defendants the Executors from and out of the said Estate of their said Testator to the said Perakytangle Mootiah Moodelliar in right of the said Visalauchchy Ammall his wife — And this Court doth further think fit to declare that Tyalammall Nynoommall and Paravatao Ammall the Sisters of the said Testator Poonambaine Vellapah Moodelliar are respectively entitled to their several Legacies of one hundred and fifty Pagodas each bequeathed in and by the Sixth Paragraph of the said Will, and the said Parvatavauammall to the Sum of Sixty Seven Pagodas in respect of Interest accrued on her said Legacy as reported by the said Master — It is therefore directed that the respective Principal Sums of the said Legacies be

forthwith

the state of the family of the said Canacapoore
Sawmy Moodelly and how and by whom they
have been hitherto maintained and supported
since the decease of the said testator, and whether
they have incurred any and what debt on that
account - and also to enquire and state what
in his opinion will be a fit and proper
sum to be allowed from and out of the interest
of the legacy of Seven Hundred Pagodas
bequeathed to that family for the future
Maintenance of the said Widow and the Maintenance
and Education of the Children of the said Canaca-
para Sawmy Moodelly deceased - and all
further directions as to the principal and
interest of his legacy are hereby reserved
with liberty to the parties interested therein
from time to time to apply to this Court as
they shall be advised - And in respect
of the Sum of one Hundred Pagodas being
the Legacy bequeathed in and by the said
will to Moottiah for his marriage expenses
and the further Sum of Twenty three Pagodas
and four fanams being the amount of
interest accrued thereon as reported by
the

the said Master, it is Ordered that the said
Several Sums be forthwith paid to the said Moott
by the said Defendants the Executors from and
out of the Estate of their said Testator - and that
the Sum of Five Hundred Pagodas directed
in and by the Ninth Paragraph of the said
will to be laid out in good Security and the
Interest arising therefrom annually to be
given to Davanyammall the Widow of the
said Testator for the performance of Charitable
Acts, be also forthwith paid into the Register
of this Court and in like Manner invested
in the Name of the Accountant General thereof
and that the accruing annual Interest thereof
be paid to the said Davany Ammall and
her assigns during the term of her Natural
life for the purposes aforesaid & that from
and immediately after her decease the
said principal Sum of five Hundred Pagodas
be transferred and paid over to the said
Complainants his representatives or assigns
for his and their own use and benefit -

And

And further that a proposal or proposals be forthwith laid before the said Master for the purchase of a House for the residence of the said Davanyummall not less in value than one thousand and five hundred Pagodas and not Exceeding the Sum of Two thousand Pagodas according to the direction Contain- -d in the Will of the said Testator- and that the Bill of Sale or other Conveyance of the said House be made out in the Name of such Trustee or Trustees as the said Master shall appoint upon Trust to permit and suffer the said Davanyummall to live in or otherwise enjoy the same during the period of her Natural life, and from and immediately after her decease, then in trust for the said Complainants his heirs Representatives or assigns and that the said Defendants the Executors do, from and out of the Estate of their said Testator pay such Sum of Money as shall be required

required by the said Master not exceeding the Sum of Two thousand Pagodas as and for the purchase Money of the said House - And it is further directed that the said Defendants do in like Manner forthwith pay into the Registry of this Court a Sum of Money, the Interest whereof at the rate of 8 per Cent per annum shall yield the Monthly Sum of Twelve Pagodas which said Sum, so soon as the same shall have been paid in as aforesaid shall be immediately thereafter laid out and invested at such rate of Interest as last aforesaid in the Treasury of the said East India Company at Fort Saint George aforesaid, in the Name of the Accountants General of this Court, to the account of this Cause upon trust to permit and suffer the said Davanyummall or her assigns during the period of her Natural life to receive the Interest of the said Sum when and as the same shall become due and payable and from and immediately after her decease then that the said Principal Sum from which the said interest shall have been.

4

been payable shall be transferred and made over to the said Complainant or his Repre=sentatives or assigns for his and their own use and benefit - And with respect to the two several Sums of Two thousand eight hundred and forty two Pagodas and forty fanams and one thousand four hundred and forty six Pagodas and Twenty fanams Principal and Interest monies Mentioned in and by the said Report of the said Master as applicable for charitable purposes according to the Will of the said Testator, it is hereby further directed that the said Defendants the Executors do forthwith from and out of the Estate of their said Testator deposite and pay into the Registry of this Court the said two several Cash mentioned Sums and that the same be thereupon in like manner laid out and invested in the Name of the Accountant General in the Name of the Accountant General Thereof in trust in this Cause to the

Accounts

Accounts of the said Charities respectively Subject to such further Order as this Court shall hereafter make therein - and further it is hereby directed that the said Master do enquire and ascertain what may be a proper allowance for the Maintenance and education of the Complainant until he shall attain the age of Twenty one Years - And It is further Ordered that it be referred to the said Master to state and report what in his opinion will be a reasonable allowance to be made to the said Moorgapah Moodelly, from and out of the Estate of the said Testator for the Maintenance and Education of the said Complainant - and for the Maintenance of the Family of the said Testator from the first day of November one thousand eight hundred and two - And it is lastly Ordered and directed that all such Sum and Sums of Money as shall be found to be remaining in the hands of the said Defendants the Executors or invested in their Names in Securities of the East India Company belonging to the said Estate of the said

Testator

Testator, after Payment and appropriation of the several Sums of money herein before directed be forthwith deposited and paid into the Registry of this Court, and in like Manner laid out and invested in the Name of the Accountant General thereof In Trust for the said Complainant when he Shall have attained his said age of twenty one Years and that all Securities for Money outstanding and uncollected and other the Estate and Effects of the said Testator in the hands of the said Defendants be also brought and delivered into the Registry of this Court, in trust as aforesaid, and all or any of the Parties are hereby at Liberty from time to time as they Shall see fit to apply to this Court by Petition or otherwise, upon or Concerning all or any of the matters orders and directions set forth and Comprised in this Decree or arising thereon

all further
of Costs until the Master shall
his General Report—

By the Court
Gilbt Ricketts
Regr

£30
8s

Testator, after Payment and Appropriation of the several Sums of Money herein before directed be forthwith deposited and paid into the Registry of this Court, and in like Manner laid out and invested in the Name of the Accountant General thereof In Trust for the said Complainant when he shall have attained his said age of twenty one Years and that all Securities for Money outstanding and uncollected and other the Estate and Effects of the said Testator in the hands of the said Defendants be also brought and delivered into the Registry of this Court, in trust as aforesaid, and all or any of the Parties are hereby at Liberty from time to time as they shall see fit to apply to this Court by Petition or otherwise, upon or Concerning all or any of the matters Orders and directions set forth and Comprised in this Decree or arising thereon

all further Cos
of Costs until the Master shall
his General Report—

By the Court
Gilbt Ricketts
Regr

Feb 30
86

Testator, after payment and appropriation

Testatum

In the Supreme Court

Equity side

Friday the seventh day of March one thousand eight hundred and six and in the forty sixth year of the Reign of His Majesty King George the Third - Between Vencatasa Chitty and Vencatasa Soobaa Chitty an infant by the said Vencatasa Chitty his Brother and next friend . . . Complainants and Bala Goorooudpa Chitty, Soobaa Chitty Casbey Chitty and Audeppa Teagaroy Chitty and Audeppa Teagapah Chitty by their Guardian Lenkoo Rama Chitty - Defendants

This Cause Coming on this day by consent of parties to be heard for the further decree reserved in and by the decretal Order of this Court of the first day of April last, upon hearing the said Order and the Verdict given upon the trial of the issue in and by the said Order directed to be tried and what was alleged by the Counsel on both sides - It is Ordered and Decreed that there be a partition of all the property belonging to the parties to the

Supreme Court
Equity side

Memorandum and Affidavit by the Plaintiffs Attorney

S. Sabapathy Moodely and Other Executors of A. Veeraperoomaul Moodely deceased -

Draft Decree

thereof. be allotted to the said Complainants to
to them and their Representatives in severalty
one other third part be allotted to the said
Chitty Bala Goroonatha Chitty and Lagany
Chitty and Tagapah Chitty to hold to them
and their Representatives in Severalty and
one other third part be allotted to the
Causy Chitty to hold to him and his Repre-
-sentatives in Severalty But it is Declared
that if any part of the said Property shall
appear to have come to any of the said
parties his or their ancestors by Gift or
Descent or Devise from any person or persons
in Regard to Services performed or Money
shall not be Subject to partition - And it is
further Declared that such part of the said
Property as shall appear to have been
acquired by the Separate Labour and
exertions of any of the said parties or his
ancestors the branch of the Family of
the person so acquiring it shall be entitled
to a double Share thereof and the party or
individual so acquiring it and his Representatives
or Representatives shall be entitled to

And it is
Referred to the Master of
an Account of all the Estate and Effects of
the said Vencatarum Chitty and all other the
persons herein before and in the Pleadings named
which since the deaths of the said several Persons
have been possessed by, or have come to the hands
of the Complainants and Defendants or any
of them, whether by Descent or otherwise, or
to the hands of any other person or persons
in trust for them or any of them, or by their
Order or with their privity Consent or procure-
-ment, and also of all Sum and Sums of mo-
and Estate, acquired by all or any of the Parties
to this Suit, by their own Labour and Exer-
or otherwise and how and in what manner
the same Estate or Estates hath or have been
applied and disposed of and how much
and what part or parts thereof doth or
how remain outstanding or unrecovered and
for what reason and by whose default or
Neglect the same hath or have not been
gotten in or received and that the said
Master be at liberty to Examine the Comp-
Vencatasam

= vajah Chitty, Joshua Chitty and Caley Chitty on any
or either of them as also all other proper parties
in this Cause upon Oath or Interrogatories or
Otherwise, touching the same Estates and the Receipt
and Disposal of the same or the Rents, Issues
and Profits, by them or any of them, in such
Manner as the said Master shall think proper
And that the said Parties last mentioned do
produce to and leave with the said Master
(upon Oath if required) all Bonds, Bills,
Notes and other Securities for Money, Bills
of Sale, Grants, Deeds, Couls agreements
Mortgages or other Documents Relating to
the said Estates and all Books of account
Papers Cadjans, and other writings in their
or any of their Custody, Possession or Power
belonging to the same, or in any Manner Relating
thereto, or Connected therewith - and that in
taking the said account the said Master do
Make unto the Parties all just allowances.
And if the said Master shall be of opinion
that all or any part of the Estates herein before
mentioned or any other Estate, in the Possession
of

person or persons m
their use, is or are not liable and sub
to partition or not to an equal partition up
the Principles herein before stated. then
and in such case the said Master is empow
and at Liberty to Report the same and
on any other Circumstances which may ari
upon or Concerning the Matters hereby referre
to him, Specially to this Court and all
further directions and the Consideration
Costs, are hereby reserved until after
said Master shall have made his Repor

By the Court
Gilb.t Ricketts
Regr

= vajah Chitty, Joshua Chitty and Caley Chitty or any
or either of them as also all other proper parties
in this Cause upon Oath or Interrogatories or
Otherwise, touching the same Estates and the Receipt
and Disposal of the same or the Rents, Issues
and Profits, by them or any of them, in such
Manner as the said Master shall think proper
And that the said Parties last mentioned do
produce to and leave with the said Master
(upon Oath if required) all Bonds, Bills,
Notes and other Securities for Money, Bills
of Sale, Grants, Deeds, Couls agreements
Mortgages or other Documents Relating to
the said Estates and all Books of account
Papers Cadjans, and other writings in their
or any of their Custody, Possession or Power
belonging to the same, or in any Manner Relating
thereto, or Connected therewith - and that in
taking the said account the said Master do
Make unto the Parties all just allowances.
And if the said Master shall be of opinion
that all or any part of the Estates herein before
mentioned or any other Estate, in the possession
of

Supreme Court of

person or persons in trust for
their Use, is or are not liable and subject
to partition or not to an equal partition upon
the Principles herein before stated. Then
and in such case the said Masters is empowered
and at Liberty to Report the same and the
on any other Circumstances which may arise
upon or Concerning the Matters hereby referred
to him, Specially to this Court and all
further directions and the Consideration of
Costs, are hereby reserved until after the
said Master shall have made his Report

By the Court
Gilb.t Ricketts
Regr

In the Supreme Court of

Thursday the Seventh day of
August one thousand eight
Hundred and Six and in the
46th year of the Reign of His
Majesty King George the third
Between James Waddle
Complainant
and
Harry Harwood Smith, Executor
of the last will and Testament
of William Melville Gibson
deceased — — — Defendant —

This Cause coming on this day to be heard
and debated in the presence of the advocate on the part
of the Complainant — on reading the original Bill of
Complaint — The answer of the original Defendant
William Melville Gibson thereto — The Revivor
and Supplemental Bill — The answer of the
Defendant Harry Harwood Smith thereto — and
upon debate of the matter and hearing what was
alleged by the advocate on the part of the
Complainant and upon due Consideration
had thereon — This Court doth think
fit to Order and Decree that the Defendant
Harry Harwood Smith as the Exor of the last will and Testament of the said William Melville Gibson deceased in the pleadings in this cause named do pay unto the Complainant
the Sum of Twenty five thousand Six hundred
and

Equity side

Between Alexander Stewart Esq — Complt
and
Wm Waddell Esq Exor &c — Deft

A.N.2.

Read as heretofore for the Complt at the
hearing of this Cause this 6th day of
April 1850.

W Alexander Ld Ch
Ry

and eighteen Pagodas Sixteen Fanams and Sixty three Cash admitted by the said Defendant in and by his answer to the Reviror and Supplemental Bill to be due from the Estate of his Testator to the Complainant — And forasmuch as the Defendant Mary Harwood Smith in his said answer to the said Reviror & Supplimental Bill does not admit but he hath possessed himself of assets in his hands belonging to the Estate of his said Testator sufficient to satisfy the demand of the Complainant — It is therefore further ordered and Decreed that it be referred to the Master to take an Account of the Estate and Effects of the said Testator William Melville Gibson Decd and how much and what part or parts thereof hath or have at any time and when the same have been received by or come to the hands of the said Defendant as Executrix of the last will and Testament of the said William Melville Gibson Decd or of any person or persons in trust for her or to his use or with his privity Consent or procurement and how and in what manner the said Defendant or any other person or persons as aforesaid hath or have respectively applied or disposed of the same Estate — And that the said Master and what part or parts thereof the said Testator William Melville Gibson Decd now remain outstanding or uncollected and for what reason and by whose default or neglect the same hath or have not been gotten in and received and that in taking the said account the said Master do make unto the Parties all just allowances and that the said Master be at liberty to Examine the Defendant, as aforesaid, upon oath on Interrogatories touching the Estate of the said Testator, Wm Melville Gibson, and the receipt and disposal thereof by him the said Defendant in such manner as the said Master shall think proper — and that the said Defendant do produce to and leave with the said Master (upon oath if required) all Books, Papers, Codicils, accounts and writings in his custody, possession or power touching or in any way relating to or Connected with the said Estate of the said Testator William Melville Gibson — and that the Complainant or any other person on his behalf be at liberty to inspect, Examine and take Copies or Extracts from the said Books, Papers, Codicils, accounts and Writings or of any of them and that the Master be at liberty to Report Specially if he shall have occasion or

+ Costs of this suit to be taxed by the Master

~~required so to do — And it is lastly ordered~~
and Decreed that the said Master do tax the Complainants Costs of this Suit — and that the same be paid from and out of the Estate of the said Testator William Melville Gibson, if sufficient for that purpose, Otherwise that the said Defendant do personally and out of his own proper Monies pay to the said Complainant the whole of the said Costs, or so much thereof as he may not be enabled to Satisfy from and out of the Estate of his said Testator — and all further directions are hereby reserved until after the said Master shall have made his Report —

Gilbt Ricketts
Regr.

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Thirteenth day of September one thousand eight hundred and Six and in the 46th year of the Reign of his majesty King George the third Between Chocapah Arnachella Chittyar Complainant — and David Inverarity — Defendant.

This Cause Coming on this day to be heard and debated in the presence of the advocates learned on both sides — Upon reading the Bill of Complaint Exhibited by the above named Complainant — The answer of the Defendant thereto — The further answer of the Defendant — The Replication of the Complainant — and the Rejoinder of the Defendant thereto — And on reading also a particular part of the answer of the said Defendant to the Bill of the said Complainant as evidence on the part of the said Complainant, which is in the words and figures or to the purport and effect following — This Defendant answers and says that he admits that the said Bill of Sale in the said Bill of Complaint mentioned and bearing date the

day

" day and Year therein Specified and of the tenor and
" effect therein Stated was Executed and made as
" the said Complainant hath in his said Bill
" alledged - And this Defendant further answers
" and says that he did introduce the said William
" Robertson to the Complainant and as this
" Defendant believes some time after the date
" of the said Bill of Sale as in the said Bill
" of Complaint mentioned - And this Defendant
" further answers and says he did tender to
" the said Complainant the Sale of the said third
" Share or interest in the Ship Sophia as the
" said Complainant hath in his said Bill
" alledged - and that at the time of such tender
" the said William Robertson and this
" Defendant were entitled to the whole of the
" said Ship as the said Complainant hath in
" his Bill stated - And this Defendant further
" answers and Says that the said William
" Robertson and this Defendant did indorse
" the above Mentioned Bill of Sale respectively
" and Sell and assign the said Complainant
" the said third Share of the said Ship as he
" hath

" hath alledged in his Bill of Complaint -
" this Defendant further saith that the said Ship
" in the said Bill mentioned was by this Defendant
" and the said William Robertson and also
" with the Consent of the Complainant
" originally destined to the West Coast of
" Sumatra and there to purchase a Cargo
" of Pepper, but that in Consequence of
" a Leak in the said Ship and her detention
" at Coringa for the purpose of being repaired
" till it became too late to prosecute the said
" Voyage to the West Coast of Sumatra the
" same was abandoned and this Defendant
" and the said William Robertson did propose to
" the Complainant the employing the said Ship in such
" Voyage to the Eastward as the Complainant
" hath in his Bill alledged that is to say to
" the West Coast of Borneo - and this Defendant
" further answers and says that at the time
" when the third Share and interest of the said
" Ship was Sold to the Complainant as above
" Mentioned it was as this Defendant believes
" understood and agreed between this Defendant

the

" the said William Robertson and the Complainant
" that the Complainant should furnish and provide
" the funds Necessary for the laying in of the Cargo
" at Malaga and disburse the Necessary Expences
" in and about the Insurance thereof and the
" other Expences of setting out the said Vessel.
And on reading also a further part of the
Defendants answer to the Complainants Bill,
as evidence on the part of the Complainant which
is in the words and figures or to the purport and
effect following. " And this Defendant further
" answers and says that it was agreed between
" the said William Robertson, this Defendant
" and the said Complainant that the said William
" Robertson should Navigate the said Vessel on her
" said intended Voyage - and this Defendant
" further answers and says that the said William
" Robertson had been in charge of the said
" Ship for some time before any Share or
" interest therein had devolved to the said
" Complainant to wit from the time the said
" Ship was purchased by the said William
" Robertson and this Defendant, and this
" Defendant further answers and says that
" it was found Necessary in Consequence
" of the above Mentioned that the said

" Ship should proceed to Coringa to be Repaired
" this Defendant doth not know nor is he
" able to ascertain whether the Expences of such
" Repairs were defrayed altogether or any or what
" part thereof was defrayed by the Complainant
And upon reading also a further part of the
Defendants answer to the Complainants Bill,
as Evidence on the part of the Complainant
which is in the words and figures or to the
purport and effect following. " And this Defendant further
" answers and says that the said William Robertson
" and this Defendant did frequently point out and
" give instructions to the said Complainant relative
" to the qualities and quantities of the goods to
" be Shipped on the said Vessel " And
upon reading also a further part of the
Defendants answer to the Complainants Bill,
as Evidence on the part of the Complainant
which is in the words and figures or to the
purport and Effect following " And this
" Defendant saith that he understood that
" the said William Robertson had undertaken to
" Superintend and would Superintend the Shipping of
" the same and Examine the qualities of the Cargo
" and the prices Charged in the Invoices by

the

Complainant's Bill as evidence on the part of
the Complainant which is in the words and
figures or to the purport and Effect following
" And this Defendant admits that an
" inconsiderable sum might have been
" insured by the Complainant on the said
" Ship on her sailing from Madras to
" Coringa as above Mentioned" and on
reading also a further part of the Defendants
answer to the Complainant's Bill as evidence
on the part of the Complainant which is in
the words and figures or to the purport
and Effect following " And this
" Defendant further answers and says
" that previous to his said last mentioned
" departure from Madras he this Defend-
" ant did not according to the best of his
" this Defendant's Knowledge and belief
" in any thereunto direct or instruct the
" said William Robertson in and about
" adjusting and Concluding on this Defend-
" ants behalf any Reckoning with the
" Complainant as to the Monies advanced

on

" and lent on account of the said Ship or
" by giving the said William Robertson
" certain Caution to be particular and
" Correct in and about the Making up the said
" accounts But this Defendant does not
" recollect having authorized the said Willm
" Robertson in his behalf and on his
" account to give the said Complainant
" any Bond and any additional security
" besides the said Bill of Sale and the
" said Policies of Insurance which it was
" agreed by and between the Complain-
" ant the said William Robertson and
" this Defendant should remain in the
" Lands of the Complainant as security
" for the Monies by him advanced on
" account of the said Ship "— and on
reading also a further part of the answer
of the Defendant to the Bill of the
Complainant as evidence on the part
of the Complainant which is in the words
and figures or to the purport and Effect
following — " But this Defendant saith

that

" That he verily believes he first saw a Copy
" of such Bond amongst Certain Papers
" and Documents Relative to the said Ship
" Sophia which were sent to and received
" by this Defendant from the said Complain
" ant for the Purpose of Settling the general
" account of the said Concern immediately
" before this Defendant imbarked to proceed
" to Calcutta as aforesaid — And this
" Defendant saith he has some recollection
" that while he this Defendant remained
" at Madras to wait before he proceeded
" to Calcutta aforesaid some accounts
" were sent to him this Defendant by the
" said Complainant — but this Defendant
" being then unwell could not Examine
" the same nor were such accounts left
" in the possession of this Defendant "

And upon reading the Second & Third Interrogatories Exhibited on the part of the Complainant and the Deposition of Teagaray Chetty thereto — also the

fifth

fifth Interrogatory on the part of the Complainant and the Depositions of James Waddell, John Stevens, John Veitch, Teagaray Chitty, Namaseway and George Halyburton taken thereto respectively — and also the Seventh Interrogatory on the part of the Complainant and the Depositions of Teagaray Chitty, Chengleray Moodelly and Condapah Moodelly taken thereto respectively and also the Seventh Interrogatory on the part of the Complainant and the Depositions of John Veitch, Teagaray Chitty & Namaseway thereto respectively And upon reading also the following Exhibits referred to and proved by the Several Depositions of the before named Witnesses viz. a Letter (marked No 1) dated Madras august 30th 1801. from the Defendant to Captain William Robertson — an Invoice (marked No 2.) dated Madras 1st September 1801 — of piece Goods Shipped at Madras

on

on the Sophia Captain William Robertson for
and on the Risk of the Complainant and Defendant
& the said William Robertson - an account
Current (marked No 3) dated Madras 3d September
1801 between the Ship Sophia and the Complain-
=ant, William Robertson and the Defendant
signed by the Complainant and by William
Robertson for himself and the Defendant -
also another account Current (marked No 4) dated
Madras 3d September 1801 - between the
Complainant and Captain William Robert-
=son signed by the latter - and also another
account Current (marked No 5) dated
Madras 3d September 1801 between the
Complainant and the Defendant signed by
William Robertson for the Defendant shewing
a balance of Pagodas 7499 - 12 : 14 in
favor of the Complainant - and on reading
also a Bond (marked No 6) dated 3d Sept.
1801 - from the Defendant to the Complainant
for the principal sum of
Pagodas 7499. 12 - 14. payable in
Seven Months with Interest at 10 p Cent
per Annum signed by William Robertson
for the Defendant - Also a Letter

marke

(marked No 7) dated Calcutta September 12th
1803 from the Defendant to the Complainant -
and also another Letter (marked No 8) dated
Calcutta October 20th 1803 from the Defendant
to the Complainant - and upon debate of the
Matter and Hearing what was alledged by
the Counsel on both sides, and upon due
Consideration had thereon - This Court doth
think fit to order and Decree and it is
accordingly Ordered and Decreed that the Defend-
-ant do pay into the Complainant the Sum
of Seven Thousand four hundred and Ninety nine
Pagodas twelve Fanams and fourteen Cash, with
Interest thereon at the rate of ten per Cent per
annum from the 3d day of September one thousand
eight hundred and one Subject to an account
to be taken between the Parties from the last
mentioned date of and Concerning all such
advances payments disbursements and allowances
as have been made by them or either of them
on the account of the Ship Sophia in the Pleas
Mentioned or her Cargo for the Voyage therein
Mentioned, or of Insurances effected thereon
or for other purposes of the said Concern,
on the joint account of the said Complainant

and

and Defendant and of William Robertson in the Pleadings also named and of and Concerning all such Remittances, Returns proceeds of Cargo, sum and sums of money as have come to the hands of either of the said parties, arising from the said joint adventure, and of and Concerning all average and other losses on the said Ship and Cargo, or either of them Recovered by either of the said parties under any such insurances as aforesaid or otherwise

It is therefore directed that it be referred to the Master of this Court to take such account accordingly and that the said Master be at liberty for such purpose to Examine the Complainant and Defendant in this Cause, or either of them, upon oath on Interrogatories or otherwise and the said Parties are to produce to and leave with the said Master (upon oath if required) all such Books, Bills, accounts, Vouchers, Documents and other papers and Writings as may be in their or either of their Custody, possession or power, or which they may be required to produce touching or in any way relating to the said joint adventure

and

and Voyage or the Returns or accounts thereof, as also touching the said advances, payments, disbursements and allowances on account of the said Ship and that in taking the said account the said Master do allow unto the Parties on either side thereof Interest at and after the rate of ten per Cent per annum, and do make unto them respectively all other just allowances and the said Master is hereby at liberty to report Specially if he shall have occasion or be required so to do — and all further directions, and the consideration of Costs are hereby reserved until after the said Master shall have made his Report —

By the Court
Gilbt. Rickett
Regr

In the Supreme Court of Judicature at Madras

Equity side

Monday the fifteenth day of September one thousand eight hundred and six and in the 46th year of the Reign of His Majesty King George the third Between Cootumpauchum Mapillamoney Moodelliar - Complainant -

and

Thomas Chase, John Chinnery, John Mc Donall, Edward watts, John Kenworthy, James Balfour and Thomas Parry

Defendants

This Cause Coming on this day to be heard and debated, upon the bill and answers, in the presence of the advocates learned on both sides, upon reading the Bill of Complaint Exhibited by the above named Complainant - The Joint and Several answers of the Defendants Thomas Chase and Edward watts thereto - The answer of the Defendant John Chinnery - The Joint and Several answers of the Defendants John Kenworthy, James Balfour and Thomas Parry,

and

and the Order of Court of the fifth day of August last directing the Complainants Bill to be taken pro Confesso as against the Defendant John Mac Donall, for want of his answer and upon debate of the matter and hearing what was alledged by the Counsel on both sides and on due Consideration had thereon - This Court doth think fit to Order and Decree and it is accordingly ordered and Decreed that it be referred to the Master of this Honble Court to Compute the principal and Interest due to the Complainant upon the Mortgage Bond mentioned in the bill and to tax the Complainant his Costs of this Suit and that the Defendants Thomas Chase, John Chinery, John Mc Donall and Edward watts, ~~John Winwright, James Balfour and Thomas Penny~~ do forthwith pay to the Complainant or his Lawful attorney in discharge of the said Mortgage Bond and of this Suit such sum of Money as by the Master's Report to be made on this Reference, shall appear to be due to the Complainant for principal interest and Costs and (in default of the

the said Defendants coming in before the said master and discharging the amount aforesaid (as shall so appear to be due) that the said Master do forthwith proceed to a Sale of the House and Ground comprised in the aforesaid Mortgage Bond mentioned in the Bill - and that such Sale be made with his privity and under his direction and (if the Nett proceeds of such Sale do not exceed the amount of Principal, interest and Costs above mentioned) that the same be forthwith paid over to the Complainant or his Lawful attorney and (if such proceeds shall exceed the aforesaid amount of Principal, interest and Costs) that the Surplus be paid into the Registry of this Court to the accounts of the Defendants in this Cause subject to the further Order of this Court - and that all Deeds, Muniments and writings which are in the possession or power of the Complainant relating to the said mortgaged Premises be delivered over to the Purchaser or Purchasers thereof after payment by him or them of his or their purchase Monies, and the Report of

of such his or their purchase having been duly Confirmed - and that after payment of the purchase Money according to the directions of this Decree, such Purchasers be not liable to see to the further application or disposition of the same Purchase Money —

By the Court
Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Wednesday the Seventeenth day of September one thousand eight hundred and six and in the 46th Year of the Reign of His Majesty King George the third Between

Peter Auker — Complainant

and

William Hart, Thomas Clade, John De Fries Adrian de Fries John Wrighs, Sobbarayan, John de Monke, and John Louis Weefke — Defendants

This Cause Coming on this day to be heard - upon reading the Bill of Complaint and the Subsequent Pleadings, and a ~~provision~~ part of the answer of the said Defendant William Hart to the Bill of the said Complainant and evidence on the part of the said Complainant - The first and Twelfth Interrogatories Exhibited on the part of the Complainant and the Deposition of Fredric Walker thereto and upon reading also an assignment (Marked dated the 13th april 1803 from the Danish Government at Tranquebar to the Comp

a

a Letter (marked A) dated Madras 22d Febuary 1796 from Messrs Chase, Sewell & Chase and others to Messrs Stephens and Cockell attorneys to the Royal Danish Government - a Receipt (marked B) dated Tranquebar 6th March 1796 from the Defendant William Hart on behalf of Messrs Call, Baker & Co acknowledging to have received from the Royal Danish Government of Tranquebar, the Ship Johanna Elizabeth together with her Cargo - And upon hearing what was alledged by the advocates on both sides and upon due Consideration had thereof This Court doth think fit to order and Decree and it is accordingly ordered and Decreed that it be referred to the Master to take an account of all Sum and Sums of Money which have at any time been possessed by or come to the hands of the Defendant William Hart, or of oliver Call and Charles Baker in the Pleadings named, or to the hands of any preceding Partners or any other person or persons belonging to or interested in the House and Copartnership of Call, Baker and Company in the Pleadings also mentioned as and for

for the proceeds of Sale of the Ships Johannes Elizabeth Castle Dansberg and Hercules, and of their respective Cargoes therein also mentioned and how and in what Manner the same proceeds or any part thereof have been paid, applied and disposed of and that the said Master have liberty for such purpose to Examine the said Defendant William Hart and all or any of the other Defendants in this Cause and all other proper parties upon oath on Interrogatories or otherwise, and the said Parties are to produce to and leave with the said Master (upon oath if required) all such Books, Bills, accounts, accounts Sales, Bills of Lading, Respondentia Bonds, Mortgage Bonds, Certificates, Letters, and all other Papers and Writings as may be in their or any of their Custody, possession or power or as they may be required to produce touching the said Ships Johannes Elizabeth Castle Dansberg and Hercules and their respective Cargoes or touching any advances payments & disbursements made on account

a Letter (marked A) dated Madras 22d Feb.

account [illegible] and that in taking the said account the said Master do make unto the Parties all just allowances - and it is further Ordered that such balance or Sum of money as shall be found remaining in the hands of the said Defendant William Bax, or with which he shall be chargeable after Cognizing the several Mortgage Bonds, due to the said House of Colt, Baker and Company on the said Ships Johannes Elizabeth, and the two Bills of Pagodas five thousand and five hundred, and Pagodas two hundred and fifty in the Pleadings Mentioned, be paid to the Complainant ~~as the Governor of Tranq~~ ~~has~~ and as the assignee in trust for and on behalf of the Danish West India Company in the Pleadings also Mentioned, in discharge and Satisfaction as far as the same shall extend of the three several Instalments of 5271 Rix Dollars 81 Skellings and 34 Rivers; 6832 Rix Dollars and 6832 Rix Dollars, due to the said Danish West

I believe the assignment to General Walker is in order whether executor, administrator, or successor: it is stated in the Bill to be to him, his executors, administrators, & assigns, & the Bill is not brought by him in any common character, & therefore it ought to be, merely as assignee

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West India Company by Frederick Christian in the Bill named - and the said Master is at liberty to report specially if he shall have occasion or be required so to do - and all further directions and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report -

By the Court
Gilbt Rochfort
Regr

In the Supreme Court of Judicature at Madras.

Equity Side

Tuesday the thirtieth day of September one thousand eight hundred and Six and in the 46th Year of the Reign of His Majesty King George the third Between Samuel Blake Eyre — Complainant

and

Thomas Chase, one of the Administrators of the Estate and Effects of Samuel Blake Eyre deceased — Defendant

This Cause Coming on this day to be heard ~~and debated in the presence of the advocates learned on both sides~~ - Upon reading the Bill of Complaint & the subsequent Pleadings ~~exhibited by the above named Complainant - the Answer of the Defendant thereto - the Replication of the Complainant thereto and the Rejoinder of the Defendant thereto~~ - The Whole of the Interroga=tories exhibited on the part of the Complainant and the Depositions of Latchammah, Alencaty Sadary ammah, Mootoo Pillay, Condapah, John Brick=meyer and John Pillow taken thereto respectively

The

In the Supreme Court of Judicature at Madras

Equity Side

Tuesday the thirtieth day of September one thousand eight hundred and Six and in the 46th Year of the Reign of His Majesty King George the third Between Samuel Blake Eyre — Complainant

and

Thomas Chase, one of the Administrators of the Estate and Effects of Samuel Blake Eyre deceased — Defendant

This Cause Coming on this day to be heard ~~and debated in the presence of the advocates learned on both sides~~ - upon reading the Bill of Complaint ~~Exhibited by the above named Complainant~~ & the subsequent Pleadings ~~the Answer of the Defendant thereto - the Replication of the Complainant thereto and the Rejoinder of the Defendant thereto~~ - The Whole of the Interroga=tories Exhibited on the part of the Complainant and the Depositions of Latchaumah, Alencaly Sadary ammah, Mootoo Pillay, Condapah, John Brick=meyer and John Pillow taken thereto respectively

The

The Interrogatories on the part of the Dft
and the Deposition of John Pillow taken
The whole of the Interrogatories Exhibited
the part of the Defendant and the Deposition
Thomas Burrows Esqr and Mrs. Harriot Hughes
taken thereto by Commission - a Letter (Exhibit
No 4) Dated Mugtatore 19th December 17
from Abraham Hughes to messrs Chase,
& Chase, Mentioned and Referred to in the
Deposition of the said Harriot Hughes - and
upon ~~debate of the Matter and~~ hearing what was
alledged by the advocate on the part of the Complt
and upon due Consideration had therein
Court doth think fit to order and Decree
and it is accordingly Ordered and Decreed that
the Defendant do pay unto the Complainant the
sum of one thousand and five hundred Star Pagodas
being the amount of a Legacy bequeathed to the
the said Complainant in and by the last Will
and Testament of Samuel Blake Eyre deceased
the Father of the said Complainant, and Defendant
the Testator in the Pleadings in this Cause
named, together with Interest on the same
sum at and after the rate of eight per
Centum

Centum per Annum to be Computed from the
Twenty fifth day of March in the Year one
Thousand seven hundred and eighty Six
but this Court doth not think fit to
award any Costs against the Defendant.

By the Court
Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Thursday the Second day of October one thousand eight hundred and Six and in the 46th Year of the Reign of his Majesty King George the third

Between Vencamall widow and personal Representative of Tolsay Naick deceased - Complainant

and

Rungiah Naick, Mumbla Cam Narasoo Naidoo, Patchala Ummah. Mangattoye Ummah Baulee Goorao = vapah and Chengammah, his wife Buchammah Mootoo Saumy Naick and Meenatchy Ummah his wife

Defendants

This Cause Coming on this day to be heard ~~and debated in the presence of the advocates learned on both sides~~ - Upon reading the Bill of Complaint ~~Exhibited by the above named Complainant~~ = The joint and Several answer of the Defendants Rungiah Naick, Putchala Ummah, Mungattoye Ummah Buchammah, Baulee Goorauapah, Chengammah Mootoo Saumy and Meenatchy Ummah The Several answer of the Defendant Mumbala Narasoo naick - The Replication of the Complainant

Complainant's - The Rejoinder of the Defendant
Mambalam Saracas Naidas ~~Wife to~~ The Rejoinder
of ~~Defendants~~ Rungiah Naick, Patchala Ummah,
Mangattaye Ummah, Chengammah, Buchammah,
~~(1st)~~ Meenatchy Ummah, Ballas Gooroonaick
~~and Mootoo Swamy~~ - and the Whole of the
Interrogatories Exhibited on the part of the Complain-
ant and the Depositions of Vidwandah
moodelly Veerasawmy Naick, Soobiray
Brahmin Nattrala Vencata Naranapah
Brahmin, ~~& Moodroopaulty Naranapah Brahmin~~
& Moodroopaulty Sashiah Brahmin thereto
respectively and upon ~~debate of the Matter~~
and Hearing what was alledged by the Counsil
on both sides, and upon due Consideration
had thereon - This Court doth think fit
to Order and Decree and it is accordingly ordered
and Decreed that the Defendant Rungiah Naick
as the Son and Personal Representative of Chinna
Ramah Naick deceased in the Pleadings in
this Cause Named, do pay unto the Complain-
ant the Sum of Three Thousand and Five hundred
Star Pagodas with Interest thereon at and
after the rate of Ten Per Cent: Per annum, to
be

be Computed from the 10th day of November in the
Year one thousand Seven Hundred and Ninety
four being the day of the death of Taleray Naick
in the Pleadings also Named, subject to an
allowance to be made to the said Defendant
for the Maintenance of the Complainant during
her residence in the House and with the Family of
the said Chinna Ramah Naick and of all Sum
and Sums of money paid, laid out, and Expended
by the said Chinna Ramah Naick or by the
said Defendant Rungiah Naick, to
and on account of the said Complainant
It is therefore directed that it be
referred to the Master of this Court to take
an Account of all Sum and Sums of money
paid, laid out and Expended by the said
Chinna Ramah Naick deceased in his
life time, or by the said Defendant Rungiah
Naick, since his death, to, for, and on account
of the said Complainant and ~~also to inquire~~ what may
be a Proper and reasonable Sum to be
allowed to the said Defendant Rungiah
Naick, as the Representative of the Estate of
the said Chinna Ramah Naick, for the
Maintenance of the said Complainant, during
her

her residence in the House, and with the Family of the said Chima Ramah Naick, and that the said Master be at liberty to Examine the said Complainant and the said Defendant Rungiah Naick, and all other Proper Parties, or any or either of them, upon Oath, or Interrogatories or otherwise, and the said Parties are to produce to, and leave with the said Master (upon oath if required) all such Books Bills, Accounts, Vauchers, Documents and other Papers, Cadjans and writings as may be in their or either of their Custody Possession or Power or ~~which~~ they may be required to produce touching the Matters hereby referred to him and that in taking the said account the said Master do make unto the Parties all just allowances - And it is further Ordered that upon the final Confirmation of the Masters Report to be made upon the Reference herein before directed the said Defendant Rungiah Naick do pay unto the Complainant such Balance or Sum of Money as shall appear to be due to her, upon taking the account hereby hereby directed, and as shall be Specified in and by the said Report - and it is lastly Ordered that the Complainants Costs of this Suit be taxed by the Master, and paid by the said Defendant Rungiah Naick out of the Estate and Effects of the said Chima Ramah Naick deceased -

By the Court
Edwd. Ricketts
Regr

In the Supreme Court of Judicature at Madras

Thursday the Second day of October one thousand eight hundred and Six and in the 46th Year of the Reign of His Majesty King George the third Between Ragaputty Eger - Complainant

and

Rookamanammah, Sesachellum, Ramchundriah Seetammall and Seshammall - - Defendants

Equity side

This Cause Coming on this day by Consent of Parties to be heard for the further directions reserved in and by the decretal Order of this Court of the 20th day of September last, upon hearing the said Order and the Verdict given upon the trial of the Issue in and by the said Order directed to be tried, and what was alledged by the Counsel on both sides - It is Ordered and Decreed that there be a partition of all the property belonging to the Parties in the Pleadings Mentioned and that one Moiety of the said property be held in Severalty by the said Ragaputty Eger and, that the other Moiety of the said property be

be likewise Held in Severally by the said Defendants Sobhachellum and Ramchundriah Subjects However as to both the said Moieties as follows that is to say If any part of the said Property shall appear to have come to any of the said Parties, his, her or their ancestors by Gift from any one, or by descent or otherwise Ex-parte Materna such part shall not be Subject to partition - and further that of such part of the said Property as shall appear to have been acquired by the Separate Labour and exertions of any of the said parties, or his ancestors, the branch of the Family so acquiring it shall be entitled to a double Share thereof of which double Share one Moiety shall be allotted to the party or individual so acquiring it, his Representative or Representatives and the other Moiety shall be divided in equal Shares between such individual and the other Members of his branch of the family - and this further Ordered that it be referred to the Master of

of this Court to take an account of the Estate and Effects of Atchiah Brahmy Deceased, and all other the persons in the Pleadings named which since the deaths of the said several persons have been possessed by or have come to the hands of the Complainant and Defendants or any of them, whether by descent or otherwise, or to the hands of any other person or persons in trust for them or any of them or by their order or with their privity Consent or procurement - and also of all Sum and Sums of Money and Estate, acquired by all or any of the Parties to this Suit by their own labour and Exertions or otherwise and how and in what Manner the same Estate or Estates hath or have been applied and disposed of and how much and what part or parts thereof doth or do now remain outstanding or Unreceived and for what reason and by whose default or Neglect the same hath or have not been gotten in or received and that the said Master be at liberty to Examine the Complainant and Defendants, or any or either of them and also all other proper parties in this Cause upon oath on Interrogatories

or.

or otherwise touching the same Estates, and the receipt and disposal of the same, or the rents issues and Profits thereof by them or any of them in such manner as the said Master shall think proper - and that the said Parties do produce to and leave with the said Master (upon oath if required) all Bonds, Bills, Notes and other Securities for Money, Bills of Sale, Grants, Deeds, Covts agreements Mortgages or other Documents relating to the said Estates, and all Books of account, Papers, Cadjans and other writings in their or any of their Custody, possession or power belonging to the same or in any manner relating thereto, or Connected therewith - and that in taking the said accounts the said Master do make unto the Parties all just allowances - and if the said Master shall be of opinion that all or any part of the Estates herein before Mentioned or any other Estate, in the possession of the Parties to this Suit or any of them or of any other person or persons

persons in trust for them or for their use, is or are not liable and subject to partition or not to an equal partition upon the Principles herein before stated, then and in such case the said Master is empowered and at liberty to report the same, and all or any other Circumstances which may arise upon or Concerning the Matters hereby referred to him, Specially to this Court and all further directions and the Consideration of Costs, are hereby reserved until after the said Master shall have made his Report -

By the Court
Gilbt Ricketts
Regr

Decree

In the Supreme Court of Judicature at Madras

Equity side

Friday the Twentieth day of February one thousand eight hundred and seven and in the [illegible] year of the Reign of His Majesty King George the third Between Oakey Boolsoo Seetaramaroo Ammall Chella Kistniah Executors of the last will and Testament of Yanamundrum Vencataramiah deceased - - - - Complainants and Rathana Bauee and Ramalumma Bauee - - - Defendants

This Cause Coming on this day to be heard upon reading the Bill of Complaint and the several Pleadings - The Interrogatories Exhibited on the part of the Defendants and the Depositions of Vencatachellum, Vemeram Dasa, acharloo Chilly and Triumpaka Row taken thereto respectively And upon hearing what was alledged by the Counsel on both sides, and upon due Consideration thereon - This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that the Bill of Complaint

Decreed

on his Cause do stand and be dismissed, with
Costs -

By the Court.

(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the 21st day of February one thousand eight hundred and Seven and in the 47th Year of the Reign of His Majesty King George the third Between Vencamaal Widow and Personal Representative of Tolsay Naick deceased - Complainant

and

Rungiah Naick, Manchalam Naraioo Naidoo, Patchala Ummah Mangattoye Ummah Baeela Goroovapah and Chengamah his Wife Buchamnah, Mootoo Sawmy Naick, and Meenatchy Ummah his Wife - Defendants

Whereas by an Order or Decree of this Court made on the second day of October last past in this Cause It was ordered and Decreed that the Defendant Rungiah Naick as the son and Personal Representative of Chinna Ramah Naick deceased in the Pleadings in this Cause Named should pay unto the Complainant the Sum of Three thousand and five Hundred Star Pagodas with Interest thereon

thereon at and after the Rate of ten per Cent per Annum, to be Computed from the 13th day of October in the Year one thousand Seven Hundred and Ninety four being the day of the death of Lokoy Naick in the Pleadings also Named, Subject to an allowance to be made to the said Defendt for the Maintenance of the Complainant during her residence in the House and with the Family of the said Chinna Ramah Naick and of all Sum and Sums of Money paid, laid out, and Expended by the said Chinna Ramah Naick or by the said Defendant Rungiah Naick, to for and on account of the said Complainant: and that it should be Referred to the Master of this Court to take an account of all Sum and Sums of Money, paid, laid out and Expended by the said Chinna Ramah Naick deceased in his life time, or by the said Defendant Rungiah Naick, since his death to, for and on account of the said Complainant and also to inquire what might be a Proper and Reasonable sum to be allowed to the said Defendant Rungiah Naick

Naick, as the Representative of the said Chinna Ramah Naick, for the maintenance of the said Complainant, during her residence in the House, and with the Family of the said Ramah Naick, and that the said Master should be at liberty to Examine the said Complainant and the said Defendant Rungiah Naick, and all other Proper Parties, or any or either of them, upon oath, or Interrogatories or otherwise, and the said Parties were to produce to and leave with the said Master (upon oath if required) all such Books, Bills, accounts, Vouchers, Documents and other Papers, Cash and writings as might be in their or either of their Custody, Possession or Power or they might be required to produce touching the Matters thereby referred to him and that in taking the said account the said Master should make unto the Parties all just allowances. And it was further ordered that upon the final Confirmation of the Master's Report to be made upon the said Reference the said Defendant Rungiah Naick should pay unto the Complainant such

such Balance or sum of Money as should appear to be due to him, upon taking the account thereby directed, and as should be Specified in and by the said Report - And that the Complainants Costs of this Suit should be taxed by the Master, and paid by the said Defendant Rungiah Naick out of the Estate and Effects of the said Chinna Ramah Naick deceased, With which said Order the said Defendant Rungiah Naick being dissatisfied he Petitioned this Court for a Re-hearing of the said Cause, he Submitting to pay what Costs the Court ~~should~~ award in case his Complaint ~~should~~ be found groundless and thereupon by an Order bearing date the Seventh day of February last it was ordered that the said Cause should be re-heard - and the said Cause coming on accordingly this day to be re-heard in the presence of the advocates on both sides, Whereupon and upon debate of the Matter and hearing what could be alleged by Counsel on both sides, This Court doth think fit to Order and Decree and it is accordingly ordered and decreed that the said Defendant Rungiah Naick as the Son and personal Representative of the said Chinna Ramah Naick do pay unto the Complainant the Sum of three thousand star Pagodas with Interest thereon at and after the rate of ten per Cent per annum to be Computed from the 10th day of November in the year one thousand Seven hundred and Ninety four being the day of the death of Soleray Naick in the Pleadings named, Subject to an allowance to be made to the said Defendant Rungiah Naick for the Maintenance of the Complainant during her residence in the House and with the Family of the said Chinna Ramah Naick and of all Sum and Sums of Money paid, laid out and Expended by the said Chinna Ramah Naick, or by the said Defendant Rungiah Naick to, for, and on account of the said Complainant - It is therefore directed that it be referred to the Master of this Court to take an account of all Sum and Sums of Money paid, laid out and Expended by the said

said Chinna Ramah Naick deceased in his life time or by the said Defendant Rungiah Naick since his death to, for and on account of the said Complainant and also to inquire what may be a proper and reasonable Sum to be allowed to the said Defendant Rungiah Naick as the Representative of the Estate of the said Chinna Ramah Naick for the Maintenance of the said Complainant during her residence in the House and with the Family of the said Chinna Ramah Naick and that it be also referred to the said Master to enquire and ascertain whether the Complainant as the Widow and Representative of the said Tolesay Naick deceased is entitled to the Sum of five Hundred Pagodas in the Bill mentioned from the Estate of the said Chinna Ramah Naick deceased for the purchase of a House under any and what agreement made and entered into by the said Chinna Ramah Naick or otherwise and if the said Master shall find that the said Complainant is entitled as aforesaid to the said Sum of five Hundred Pagodas then that he do Calculate Interest upon the same at the rate of ten per Cent per annum from the said Tenth day of November in the said year one thousand seven hundred and ninety four -- and that the said Master be at liberty to Examine the said Complainant and the said Defendant Rungiah Naick and all other Proper Parties or any or either of them, upon oath or Interrogatories or otherwise and the said Parties are to produce to and leave with the said Master (upon oath if required) all such Books, Bills, accounts, agreements Vouchers Documents and other Papers, Cadjans and Writings as may be in their or either of their Custody, Possession or power, or they may be required to produce touching the Matters hereby referred to him and that in taking the said account the said Master do make unto the Parties all just allowances and It is further Ordered that upon the final Confirmation of the Master's Report

to

Depositions of Witnesses and Exhibits on the part of the Complainants and Defendants respectively

The Answer of the Defendant Soobramonya Chitty
The amended Bill of Complaint - The
Replication of the Complainant - The
Rejoinder of the Defendant unto Rajapa
Chitty - The Rejoinder of the Defendant
Soobramonya Chitty - and the Bill of
Revivor filed by the Complainant against
the Defendants Balakistna Chitty, Ranga
Chitty and Lyah Chitty Personal Repres-
=tives of the Original Defendant Rajapa
Chitty - and on reading the Whole of the
Interrogatories Exhibited on the part of the
Complainant and the Depositions of Langa
Linga Chitty, Annachella Chitty, Balaya
Moodelly, Appawoo Chitty, Annachella alias
Mootoo Ninah Chitty and Sawmy Chitty taken
thereto respectively — The Exhibits A B
and C referred to and proved by the above
Depositions — The Whole of the Interro-
=gatories Exhibited on the part of the Defendant
Soobramonya Chitty and the Depositions of
Soolian Maniamy, Sawmy Chitty and Rudra-
=coty Chitty taken thereto respectively - and
also the Cross Interrogatories Exhibited
on

on the part of the Defendant Soobra
Chitty - and the Depositions of Ap
Chitty, - Annachella Chitty, Mootoo Ninah
Chitty and Sawmy Chitty taken thereto
respectively - and upon debate of the
Matter and hearing what was alledged by
the advocates on both sides and on due Consider-
-ation had thereon - This Court doth think
fit to Order and Decree and it is accordingly
Ordered and Decreed that the Defendant Soobramonya
Chitty as the Executor of Ranky Chitty Marcanda
Chitty deceased in the Bill named do pay unto the
Complainants as the Representatives of Reddy
Chitty Comarapah Chitty deceased, the Sum
of Six Hundred and Sixteen Star Pagodas on
or before the first day of Octr next, being
the Amount of Principal and Interest due on
the Mortgage Bond of the said Ranky Chitty
Marcanda Chitty deceased in the Bill mentioned;
and in default of such payment, that the Granted
and Jewels Comprised in the aforesaid Mortgage
Bond, be sold with the privity and under
the directions of the Master of this
Court, and if the Nett
proceeds of such Sale do not exceed the said
Sum of Six Hundred and Sixteen Star Pagodas

that

Decreed

that the same be forthwith paid over to the Complainants or their Lawful Attorney and (if such proceeds shall exceed the aforesaid amount) that the Surplus be paid into the Registry of this Court, to the account of the Defendants in this Cause, and to abide the further order of this Court Subject however to the Defendants Ballakistna Chitty, Rungiah Chitty and Lyah Chitty as the Representatives of the Defendant Audenarrain Chitty deceased coming in within the period above limitted and redeeming the said Ground and Lewels on payment to the Complainants of the Sum of Two hundred and five Pagodas being the balance of Principal Money due by the said Audenarrain Chitty deceased, for the purchase of the said Ground from the said Ranky Chitty Marcundah Chitty deceased, and the like Sum of Two hundred and five Pagodas for Interest thereon, making together the Sum of four hundred and ten Pags and that the residue of the said Sum of Six hundred and Sixteen Pagodas due to the Complainants, as aforesaid amounting to Two hundred and six Pagodas be forthwith

forthwith after such last mentioned payment, paid to them by the said Defendant Soobramonya Chitty from and out of the Estate of the said Ranky Chitty Marcandah Chitty deceased — And it is further Ordered that all Deeds Muniments and writings which are in the Possession or power of the Complainants relating to the said Mortgaged Premises and also the said Jewels, be delivered over to the said Defendants Ballakistna Chitty, Rungiah Chitty and Lyah Chitty upon such payment by them as aforesaid, or, in default of such payment, to the Purchaser or Purchasers thereof, after payment by him or them of his or their purchase Money and the report of such his or their purchase having been duly confirmed and that the said Defendants Soobramonya Chitty, Ballakistna Chitty, Rungiah Chitty and Lyah Chitty, and all other Proper Parties do join in such Sale and in such Conveyances and assurances to a Purchaser or Purchasers as shall be by such Purchaser or Purchasers required and as shall be approved by the said

Master

Master and Mas after Payment of his or their purchase Monies according to the directions of this Decree such Purchaser or Purchasers be not liable to see to the further application or disposition of the same purchase Monies and the Purchasers are hereby [illegible] with the Exhibit and the consideration of the Report until the coming in of the Masters Report —

By the Court
(signed) Gilbt Richdson

Thompson Phillips & Others
Ballantine Esqrs
Solicitors.

Draft
Decree

In the Supreme Court of Judicature at Madras

Equity Side

Thursday the Thirtieth day of
April one thousand eight hun
and seven and in the 47th year
the Reign of his Majesty King
George the third Between John
Burden ------ complainant
and
John Sullok William Douglas
Brodie, George Halyburton, a
Gilbert Falconer and Francis Henr
Smith ---- Dependants

This cause coming on this day to be heard a
debated, upon the bill and answers, in the presence of
the advocates learned on both sides, upon reading t
Bill of Complaint Exhibited by the above named
Complainant - The Joint and Several answer of the
Dependants John Sullok William Douglas Brodie
George Halyburton and Gilbert Falconer - thereto -
The Separate answer of the Dependant Francis
Henry Smith - and upon debate of the Matter
and hearing what was alledged by the Counsel on
both sides and on due Consideration had thereon
This Court doth think fit to Order and
Decree and it is accordingly ordered and

Decreed

Decreed that the Bill of complaint filed in
this cause do stand and be dismissed with
Costs.

By the Court.

Gilbt Ricketts
Register

In the Supreme Court of Judicature at Madras

Equity Side

Tuesday the Twenty first day of July one thousand eight hundred and seven and in the 47th Year of the Reign of His Majesty King George the third Between John Shanier Surviving Executor of Anna Johanna Ter Laeds deceased - - - Complainant and Charles Loyd and Cattacoola Vencatty - - - Defendants

This Cause Coming on this day to be heard upon reading the Bill of Complaint and the subsequent Pleadings - The order of this Court dated the 29th Day of January last, directing the Complainants Bill to be taken pro confesso as against the Defendant Cattacoola Vencatty - and upon hearing what was alledged by the Counsel on both sides, and upon Due Consideration had thereon - This Court doth think fit to Order and Decree and it is accordingly ordered and Decreed that it be referred to the Master of this Court to take an account of the Principal and Interest moneys due to the Complainant as the Surviving Executor of the last Will and Testament of Anna Johanna Ter

der Jacob deceased the Testatrix in the Pleadings named upon the Mortgage Bond of the Defendant Charles Layd therein also mentioned and that the said Master do also tax the Complainant his Costs of this Suit and that the said Defendant Charles Layd do pay unto the Complainant as such surviving Executor as aforesaid in discharge of the said Mortgage Bond and of this Suit such Sum of money as by the Masters Report to be made on this reference shall appear to be due to the said Complainant for Principal Interest and Costs And (in default of the said Defendant Charles Layd or the Defendant Attorney Ennecatty Coming in before the said Master and discharging the Amount aforesaid that shall so appear to be due within the Space of one month after service of Copies of this Order and of the Masters Report that shall be made thereon on the said Defendants either personally or by leaving such Copies at their respective dwelling Houses or usual places of abode) that the said Master do forthwith proceed to a sale of the Houses Grounds and premises which are charged by way of Mortgage by the said Mortgage Bond in the Pleadings mentioned such Sale to be made with this priority and under his direction and that the said Defendant Charles Layd and Cattacoola Ennecatty and all other proper parties do join in such Sale and in such Conveyances and Assurances to a Purchaser or Purchasers as shall be by such Purchaser or Purchasers required and as shall be approved by the said Master and that out of and from the Purchase Monies and Proceeds of Sale of the same premises all Expences incurred in or in Consequence of the said Sale be discharged and that the residue of the same Purchase Monies and Proceeds or so much thereof as shall be sufficient to satisfy the Sum of Principal Money Interest and Costs due to the Complainant be paid to the Complainant or his Solicitor in total or partial Satisfaction as the same may extend of such Sum of Principal Interest and Costs and if any Surplus shall remain that the same be paid into the Registry of this Court and subject to the future order of this Court and that all Deeds Monuments and writings which are in the possession or power of the Complainant and relating to the said Mortgaged premises be delivered over to the Purchaser or

Purchasers

purchaser thereof, after payment by him or them of his or their purchase Monies and the Report of his or their purchase having been duly Confirmed, and that after payment of his or their purchase Monies according to the directions of this Decree, such purchaser or purchasers be not liable to see to, or be accountable for the application misapplication or non application of such Purchase Monies -

By the Court
Gillis Ricketts
Regr

Transcribe
Vers
Loyd and Orr

Draft
Decree.

In the Supreme Court of Judicature &c.

Equity side

Wednesday the fifth day of August one thousand eight hundred and Seven and in the 47th year of the Reign of His Majesty King George the third Between Mily Sawmy Modelliar - Original Complainant and Cross Defendant and Mily Tanachella Modelliar Original Defendant and Cross Complainant - and Mily Modelliar, Mily Namaseva Modelliar, and Mily Dayaseva Modelliar an Infant, by his Guardian Patchiapah Modelliar Original Defendants -

This Cause Coming on this day to be heard upon reading the Bill of Complaint and the Subsequent Pleadings and the Order of this Court dated the 7th day of August ~~instant~~ last directing the Bill to be taken pro confesso as against the Defendants Mily Seagaraya Modelly and Mily Namaseveya Modelly - The Cross Bill filed by the Original Defendant Mily Tanachella Modelly against the Original Complainant & the answer of the Original Complainant thereto - and upon hearing what was alledged by the Counsel on both sides

and

not liable and subject to partition or not to an equal partition or otherwise, then and in such case the said Master is impowered and at liberty to report the same, and all or any other Circumstances which may arise upon or Concerning the Matters hereby referred to him Specially to this Court - and all further directions and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report -

By the Court
Gilbt Ricketts
Regr

Mr. Spankie Attorney
Mr. Maddy Clerk

Mr. Tamankella Attorney
Brothers - v. Defts

Decree

In the Supreme Court of Judicature at Madras

Equity side

Thursday the Sixth day of August one thousand eight Hundred and Seven and in the 47th Year of the Reign of his Majesty King George the Third Between Sudy Narrain Chitty - - - Complainant

and

Sadasiva Chitty and Ramalinga Chitty - - - Defendants

This Cause Coming on to be heard and debated upon the bills and answers in the presence of the advocates learned on both sides on the 27th day of July last - upon reading the Bills of Complaint Exhibited by the Complainant - The Separate answer of the Defdt Sadasiva Chitty - and the Separate answer of the Defendant Ramalingum Chitty and upon debate of the Matter and hearing what was alledged by the Counsel on both sides, and due Consideration had thereon - This Court doth think fit to order and Decree and it is accordingly ordered and Decreed that the Complainants Bill be dismissed with

with Costs as to the Defendant Sadasiva Chitty and that it be referred to the Master of this Court to take an account of the Estate and Effects of the Testator Sooriya Chitty in the Pleadings in this Cause Named, and how much and what part or parts thereof hath or have at any time and when heretofore been received by or come to the hands of the Defendant Ramalingum Chitty or of any person or persons, in trust for him, or to his use, or with his privity, Consent or procurement, and how and in what Manner the said Defendant or any other person or persons as aforesaid hath or have respectively applied or disposed of the same Estate, and that the said Master do also Enquire and State how much and what part or parts of the said Estate of the said Sooriya Chitty doth or do now remain outstanding or unreceived and for what reason and by whose default or Neglect the same hath or have not been gotten in or received and that in taking the said accounts the said Master do make unto the Parties all just allowances and that the said Master be at liberty to Examine the said Defendant Ramalingum Chitty in this Cause upon oath on Interrogatories, touching the Estate of the said Sooriah Chitty deceased and the receipt and disposal thereof by him the said Defendant in such Manner as the said Master shall think proper and that the said Defendant do produce to and leave with the said Master (upon oath if required) all Books, Papers, Cadjans, accounts and writings in his Custody, Possession or Power touching or in any way relating to or connected with the said Estate and that the Complainants or any other person on his behalf be at liberty to inspect, Examine and take Copies of or Extracts from the said Books, Papers, Cadjans, accounts and writings or any of them, and that the Master be at liberty to report Specially, if he shall have occasion or be required so to do, and all further directions and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report.

By the Court
signed Gibbs Ricketts
Regr

Andy Parnain Esqr
Proctor
Plaintiffs Solicitor

Decree

In the Supreme Court of Judicature at Madras

Equity side

Thursday the Sixth day of August one thousand eight hundred and seven and in the 47th Year of the Reign of His Majesty King George the third

Between Poorangalaboor Ramah Unnmah and Lakchamana Narrain Pillay — Complainants

and

Soobaray Pillay and Rungamah Defendants

This Cause Coming on this day to be heard and debated upon the Bill and Answers in the presence of the Advocates learned on both sides, Upon reading the Bill of Complaint Exhibited by the above named Complainants The Separate Answer of the Defendant Soobaray Pillay thereto and the Separate answer of the Defendant Rungamah and upon debate of the Matter and hearing what was alledged by the Counsel on both sides and on due Consideration had thereon This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed this

that it be referred to the master to take an account
of the Estate and Effects of the Testator Poorangalatoor
Baulakistna Pillay in the Pleadings in this Cause
named and of the Debts Funeral Expences and
Legacies of the said Testator and that the said
Master do enquire and state whether any and
which of the Legacies and Bequests contained
in the said Testator's Will have been paid, secured
or in any and what manner discharged and
satisfied and respecting such Legacies and Charita-
ble Bequests as shall on such enquiry appear
not to have been paid off or secured that he
do report the Circumstances (if any) that
have prevented the Defendants or Anunda-
-kistna Pillay deceased (in the pleadings also
named) from paying off or securing the same
and that the said Master do also enquire
and state how much and what portion
parts of the said Estate hath or have at
any time and when heretofore been received
by or come to the hands of the said Anunda
Kistna Pillay in his life time and the said
Defendant Sabaray Pillay as the Executors
of the last Will & Testament of the said
Poorungalatoor Baulakistna Pillay deceased

or by or to the hands of the Defendant Rungam
as the Widow of the said Anunda Kistna Pilla
since his death or otherwise or to the hands
of any person or persons for their or either
of their use and how and in what manner
the same Estate hath been applied and
disposed of and that the said Master do al
enquire and state how much and what
part or parts of the said Estate of the said
Testator Poorangalatoor Baulakistna Pil
doth or do now remain outstanding or owing
and for what reason and by whose default
or Neglect the same hath or have not
gotten in or received and that in taking
the said account the said Master do
unto the Parties all just allowances
and that the said Master be at liberty
to Examine the Defendants in this cau-
upon oath or Interrogatories touching the
the Estate of the said Testator and all
receipts and disposal thereof by them, toge
the said Defendants or either of them
or by the said Anunda Kistna
in his life time in such manner

In the Supreme Court of Judicature at Madras

Equity side

Tuesday the Twenty second of September one thousand eight hundred and seven and in the 47th Year of the Reign of His Majesty King George the Third between Nayanaveragadoo Pillay - Complt - and

Nayaroo Lyah Sawmy Pillay
Nairoo Gopaul Kistna Pillay
Nairoo Narraina Sawmy,
Sons & Nairoo Mungatay
Ummah Widow of Nairoo
Verda Pillay deceased
Defendants

By Original Bill and Bill of Revivor -

This Cause coming on this day to be heard - Upon reading the original Bill of Complaint and Subsequent Pleadings, together with the Depositions of Witnesses on the part of the Complainants and Defendants respectively - and upon debate of the Matter

as the said Master shall think proper and that the said Defendants do produce to and leave with the said Master upon oath if required all Books, Papers, Cadjans, Accounts and writings in their or either of their Custody, possession, or power touching or in any way relating to or Connected with the said Estate of the said Poonangalakoor Baulakistna Pillay and that the Complainants and others interested in the Matters of this Suit be at liberty to inspect, Examine and take Copies or Extracts from the said Books, Papers, Cadjans, Accounts and writings or any of them And that the said Master be at liberty to report specially if the shall have occasion or be required so to do - and all further directions are hereby reserved until after the said Master shall have made his Report.

By the Court
Gilbt Rickett
Regr

matter and hearing what was alledged by
the Advocates on both sides and on due
Consideration had thereon This Court
doth think fit to Order and Decree
and it is accordingly ordered and Decreed
that there be a partition of all the Property
belonging to the Complainant and Nayaroo
Verdapillay deceased the original Defendant
in this Cause, and that one Moiety
thereof be allotted to the Complainant
to hold to him and his Representa-
tives in Severalty and the other Moiety
thereof to the Defendants Nairas
Lyah Sawmypillah, Nairas Gopaul
Kistna pillah and Nairas Narrain Sawmy
as the Sons and personal Representatives
of the said Nairas Verdapillay deceased
to hold to them and their Represen-
tatives in Severalty But it is
declared that if any part of the said
Property shall appear to have come
to either of the said parties his or
their ancestors by Gifts from any one
or by Descent or otherwise Ex-parte

Matters

Matters such part shall not be subject
to partition — And it is further declared
that of such part of the said Property
as shall appear to have been acquired
by the Separate Labour and Exertion
of either of the said Parties or his
ancestors the branch of the family of
the person so acquiring it shall be
entitled to a double Share thereof
of which double Share one Moiety
is to be allotted to the party or
individual so acquiring it this
representative or representatives and
the other Moiety is to be divided
in equal Shares between such
individual and the other members of his
branch of the family — And it is
further Ordered that it be referred
to the Master of this Court to take
an account of the Estate and Effects
of Veera Nagaia pillay deceased in the Pleadings
mentioned and also of all sum and

Sums

Sums of Money and Estate acquired by the said Complainant and the said Nairoo Verdapilla Dec.d in his life time or either of them, by their own Labour and Exertions or otherwise and how much and what part or parts of the said Estates or Estate have or hath at any time and when heretofore been received by or Came to the Hands of the said Complainant and the said Nairoo Verda Pillay in his life time or to the Hands of the Defendants Nairoo Lyah Sawmy Pillay Nairoo Gopaul Kistna Pillay, Nairoo Narrain Sawmy Pillay and Nairoo Mingatay Ammall since the death of the said Nairoo Verda Pillay deceased or otherwise, or to the Hands of any person or persons in trust for them or any of them or by their order or with their privity Consent or procurement and how and in what Manner the same Estate or Estates hath or have been applied and disposed of and how much and what part or parts thereof doth or do now remain outstanding or unreceived and for what reason and by whose default or neglect the same hath or have not been gotten in or received and that the said Master may be at liberty to Examine the Complainant and Defendants as also all other proper parties in this Cause upon oath on Interrogatories or otherwise touching the same Estates and the receipt and disposal of the same or the rents, Issues and Profits by them or any of them, in such Manner as the said Master shall think proper and that the said Parties do produce to and leave with the said Master (upon oath if required) all Bonds Bills, Notes and other Securities for Money, Bills of Sale, Grants, Deeds

Conveyances as against the said Lyah

Deeds, Bonds agreements Mortgages
or other Documents relating to the
said Estates and all Books of Accounts
Papers, Vouchers and other writings
in their or either of their
Custody, possession or power
belonging to the same, or in any manner
relating thereto, or Connected therewith
and that in taking the said accounts
the said Master do make unto the
Parties all just allowances and
if the said Master shall be of
Opinion that all or any part of the
Estates herein before mentioned or
any other Estate, in the possession
of the Parties to this Suit, or of
any other person or persons in trust
for them or for their use, is or are
not liable and subject to pay
or not to an equal partition upon
the Principles herein before stated
them and in such Case the said M
is

is empowered and at liberty to report
the same and all or any other Circum
=stances which may arise upon or
Concerning the Matters hereby referr
to him Specially to this Court
and all further directions and the
Consideration of Costs, are hereby
reserved until after the said
Master shall have made his
Report -

By the Court
Gibbs Ricketts
Regr

Compared

In the Supreme Court of Judicature at Madras —
Equity side

Tuesday the Twenty second day of September one thousand eight hundred and seven and in the 47th Year of the Reign of His Majesty King George the Third Between Mily Mootiah Moodelliar Complainant and Campaukom Soobaray Moodelliar, Iyah Savony Moodelliar Veerapermall Moodelliar Chengalraya Moodelliar and Ramaa Moodelliar — Defendants

This Cause Coming on this day to be heard, upon reading the Bill of Complaint The Record of Confession of the said Bill by the Defendant Campaukom Soobaraya Moodelliar taken in Court on the thirtieth day of July last — the Order of Court dated the fifteenth day of September last for taking the Bill pro Confesso as against the Defendants Iyah

A. D. Cruickshank Esqr
Advocate
A. Lewis Esqr Attorney
Peter Pattison
Clerk
George

Iyah Sawmy Moodelliar - and also on
reading the Joint and Several answers
of the Defendants Veerapermall Moodelliar
Chengleray Moodelliar and Ramsawmy
Moodelliar Respectively Infants by their
Guardian Mily Moottiah Moodelliar
upon hearing what was alledged by
the Counsel on the part of the Complain
and upon due Consideration had therein
This Court doth think fit to order
and Decree and it is accordingly order
and Decreed that it be referred to the
Master of this Court to take an account
of the Principal and Interest mony
due to the Complainant upon the Mortg
Bond of Clampaukom Ninecappa the
deceased in the Pleadings named; and
that the said Master do also tax the
Complainant his Costs of this Suit
And that the Defendants as the
Sons and Representatives of the said
Clampaukom

Clampaukom Ninecappah Moodelliar deceased
do pay unto the Complainant in discharge
of the said Mortgage Bond and of this
Suit such Sum of money as by the
Master's Report to be made on this Reference
shall appear to be due to the said Com-
plainant for Principal Interest and Costs
and (in default of the said Defendants
or some or one of them Coming in before
the said Master and discharging the
amount aforesaid, that shall be appear
to be due, within the Space of one month
after service of Copies of this Order and of the
Master's Report that shall be made thereupon
on the said Defendants either personally or
by leaving such Copies at their respective
dwelling Houses or Usual places of abode
that the said Master do forthwith proceed
to a Sale of the Houses, Grounds and
premises which are charged by way of
Mortgage by the said Mortgage Bond in
the

the Pleadings mentioned or such part or parts thereof as may be requisite, such Sale to be made with his privity and under his direction - and that the Defendants Claimsan= Kom Sooharay Moodelliar and Lyah Sawmy Moodelliar and all other Proper parties do join in such Sale and in such Convey= -ances and assurances to a Purchaser or Purchasers as shall be by such Purchaser or Purchasers required, and as shall be approved by the said Master, and that out of and from the Purchase Monies and proceeds of Sale of the same premises, all Expences incurred in or in Consequence of the said Sale be discharged, and that the residue of the same purchase Monies and proceeds or so much thereof as shall be sufficient to Satisfy the Sum of principal Money Interest and Costs due to the Complainant be paid to the Complainant or his Solicitor in Total

total or partial Satisfaction as the same may extend of such Sum of Principal Interest and Costs, and if any Surplus shall remain that the same be paid into the Registry of this Court and Subject to the future Order of this Court - and that all Deeds, Muniments and Writings which are in the possession or power of the Complainant relating to the said mortga= =ged Premises, be delivered over to the Purchaser or purchasers thereof, after payment by him or them of his or their purchase Monies, and the Report of his or their purchase having been duly confirmed; and that after payment of his or their purchase Monies according to the directions of this Decree, such purchaser or purchasers be not liable to see to, or be accountable for the application, Misapplication or non application of such purchase Monies

By the Court
Gilbt. Pickett
Regr

touching the Estate of the said Testator Tyapak Moodeliar
and the receipt and Disposal thereof by them, or any
of them, or by the said Intestate William Lewcock
in his life time, in such Manner as the said Master
shall think proper. And that the said Complainant
and Defendants do produce to and leave with the
said Master (upon Oath if required) all Books of
account Deeds Papers Cadjans and Inventories
accounts Currents and other Papers and Writings in their
~~or either of their~~ Custody, possession or power, touching
or in any wise relating to the Estate of the said Testator
or Connected therewith or touching the Matters in
question in this Suit. And that the Complainant
and Defendants and others interested in the Matters
of this Suit be at liberty to inspect Examine and
take Copies of the said Books of account Deeds
Papers Cadjans and Inventories accounts Current and
other Papers and Writings or of any of them and
that the Master be at liberty to report Specially
if he shall have occasion or be required so to do
and all further directions are hereby reserved until
after the said Master shall have made his Report.

By the Court
Jacob Rickets
Regr

In the Supreme Court
Madras
Equity Side

Stephen Johannes ter Jacob and
Jacob Johannes - - - Complainants

and

John Shamier Surviving Executor of the
Will of Anna Johannes ter Jacob who was
the Executrix of the Will of Johannes ter
Jacob and Jacob Arathoon and Sofier
Arathoon Executors of the Will of Arathoon
Jacob deceased who was in his
life time one other of the Executors
of the said Anna Johannes ter
Jacob - - - - Defendants

Between -

Wednesday the 3d day of April in the Second
Term in the Year of our Lord one thousand eight hundred and
five -

This Court having been opened on this day for
special purposes and this Cause having been adduced before
the Court in order to the re-consideration and decision of
certain Matters of question which were heard and determined
upon by this Court on the 21st day of December last
and which are apparent upon the pleadings in the Suit
and the Examinations put in by the Defendant John Shamier
and his late Co-executor Arathoon Jacob - in his life
time to the Complainants interrogatories before the Ma
and which questions Leave given in the taking the
(as directed by the Decree) of the Estate of the Late
Johannes ter Jacob come to the hands, Custody

or power of the Defendant John Shannon and the said Arathoon Jacob in his life time Jacob or either of them as Executors or otherwise) or to the hands, custody possession or power of the Testatrix Anna as Executrix and of their application and disposition of the same - and the Parties respectively by their respective Solicitors and Advocates in Court having proposed and agreed that for the facilitating the inquiry before the Master pursuant to the Decree those Matters resolved under six heads of question upon certain terms and subject to certain provisions should be submitted to the Judgement of this Court -

This Court did on this day in the presence of the Advocates and Solicitors for both Parties proceed to the investigation of the several Matters so as aforesaid submitted and which were specially as follows - Viz

First - Whether Arathoon Jacob the Testator of the Defendants Jacob Arathoon and Sister Arathoon in his life time and the Defendant John Shannon were liable (according to the Purport of the Bill) to Answer out of their own proper Money and Estate as Life and Retirement Arisen to the Estate of the Testator Johannes Jacob by them or either of their default or misconduct the several debts which appear by the pleadings and examinations to have been due to the said Testator at the time of his death from five several debtors - (viz) Nagapah Chitty Satan the Jacob Narris Johannes Andrew Ross and Stephen Johannes Johannes or any or either and which of those debts or any and what parts or part of or satisfaction for the same respectively -

Secondly Whether by Acceptance of Bond or other Security or imperfect or partial Satisfaction the said Arathoon Jacob in his life time and the Defendant John Shannon did or did not so far adopt the charge and risk upon themselves as to have become liable to Answer out of their own proper Estate for several other debts appearing upon the pleadings and Examinations to have been owing to the Testator at the time of his death (that is to say) from Arathoon Moorad Cowen Cachick Alexander Philips Jacob Peters and Cachick Alexander and Johnson Kennedy and on account of Respondentia on the Ship Dudley or some or one and which of those debts or to some and what extent of them respectively - Thirdly Whether the Acceptance by one Phanoos Begram at Calcutta Agent for the said Arathoon Jacob in his life time and the Defendant John Shannon as Executors of a quantity of Emeralds in satisfaction to the Amount of One thousand seven hundred and Ninety nine Pagodas of debt owing to the Testator at the time of his death were not constructively an absolute receipt by the said Arathoon Jacob and the Defendant John Shannon for which the Estate ought to have had credit at that time and for that Amount - And if otherwise Whether the said Arathoon Jacob and the Defendant John Shannon were chargeable by reason of their default or Neglect in the disposal of the Emeralds to any and what extent and from what time or times in particular -

Fourthly Whether certain Sums of Money debited to the Estate by the said Arathoon Jacob and the Defendant John Shannon as so much Money lent by them to Arathoon Sarquis and Anna and Ariet Seth upon Bonds were or were not such fair and bona fide investments of the trust Money in their hands as would impose the risks and eventual loss attending those Sums of Money upon the Complainants whose interest the said Arathoon Jacob & the defendant John Shannon had in charge -

Fifthly Whether the interest Monies with which the said Arathoon Jacob in his life time and the Defendant John Shannon have credited the Estate have been and a beneficial and due Employment of the trust funds in their hands so would relieve them from all further charge on Account of the improvement of which the Estate was capable - and

Lastly Whether the said Arathoon Jacob in his life time and the Defendant John Shannon were or were not entitled to retain the Sums for which they have taken credit to themselves in the Account and Accounts Current delivered into Court and in the Account of interest subjoined to their further Answer -

and having heard the several charges made by the Complainants in and by their Bill of Complaint in relation to certain of the foregoing Matters of Submission and the Answers given thereto by the said Arathoon Jacob in his life time and the said John Shannon Defendants to the Bill of Complaint and also all such parts or respects any in either of the same subjects of submission of the several Answers put in by the said Arathoon Jacob in his life time & the Defendant John Shannon to the interrogatories exhibited for their Examination by the Complainants before the Master in pursuance of the aforesaid Decree and what was alledged by the Advocates for the Parties respectively thereupon - And having Examined and duly considered the premises This Court doth adjudge and Order that the Master in Equity of this Court (to whom by Succession in office this Cause stands Referred) shall and may allow of and report to the Court as charges substantiated by the Complainants against the said Arathoon Jacob and the said Defendant John Shannon and for and as a remark of the Estate of the Testator Johannes Jacob come to their hands on or before the first day of January which was in the Year of our Lord One thousand Seven hundred and eighty eight the Monies next hereinafter particularly specified (that is to say -

A Principal Sum due to the Testator at the time of his death from Nagopah Chetty upon Bond dated 31st May 1784 and bearing interest at the Rate of 10 per Cent per annum of Pc - - - - - - - - - - 1250. -

And a Sum of Interest accrued thereon from the date of the Bond until the 31st December 1787 Amounting to - - - - - - - - - -

severally, and that it be referred to the Master to take an account of the Houses, Gardens, Lands and Grounds and other the Estate and Effects of the said Syphen Mulk Behauder deceased, and of the rents, issues and profits thereof, ~~and also of a certain Monthly Stipend or allowance of Ten thousand Rupees admitted in and by the answer of the said Defendant to have been received by him from the Government of Fort Saint George since the death of the said Syphen Mulk Behauder,~~ and of all ~~other~~ sum and sums of Money that have come to the hands, possession or power of or been received by the Complainant and Defendant or either of them at any time since the death of the said Syphen Mulk Behauder or that have come to the hands of any person or persons for their or either of their use, and how and in what manner the same Estate hath been applied and disposed of, and how much and what part or parts of the said Estate doth or do now remain outstanding or unreceived, and for what reason and by whose default or neglect the same hath or have not been gotten in or received; and that the said Master be at liberty to Examine the Complainant and Defendant

Hermitage

oath on Interroga-
the Estate of the said Syphen Mulk Behauder,
and of the receipts and disposal of the same or
of the rents, issues and profits thereof ~~and of the~~
~~said Monthly Stipend or allowance~~ and of all
such other sum and sums of money as aforesd
by the said Complainant and Defendant in such
Manner as the said Master shall think proper
and that the s.d Complainant and Defendant do
produce to and leave with the said Master
(upon oath if required) all Bills of Sale, Gran
Deeds, Cowls, agreements, Mortgages
other Documents relating to the said E
Gardens, Lands, and Grounds; and also
Books of accounts, Papers, Cadjans, Petit
Memorials, Letters and other Writings
their or either of their Custody, Possession or P
relating to the said Estate ~~or to the said m~~
~~Stipend or allowance~~, or in any manner Connect
therewith, and that all Parties interested
matters of this Suit be at liberty to take
thereof or Extracts therefrom - and it is fur
Ordered that the Master be at liberty to
report Specially if he shall have occasion or
be required so to do - and all further dire
are hereby reserved until after the said Maste
shall have made his Report. - By the Cour
Gilb.t Hick
Regr.

Subpoena Douglas
vs
Peter Donlan
Decree