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LETTER BOOK
1803 to 1814.
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from
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to
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In the Supreme Court of Judicature at Madras

Equity side

Thursday the eighteenth day of February one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the Third

Between Charles Rundall Complainant

and

John Tulloh, William Douglas Brodie, George Halyburton and Gilbert Falconer Defendants

Whereas Process 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 Tenth Instant it was ordered that the said Bill of Complaint should be taken pro Confesso as against the said Defendants. It is now on the Motion of Mr Anstruther on the behalf of the Complainant 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 tenth instant and also the Bill of Complaint in this Cause Ordered and Decreed that it be referred to the Master to Calculate and Certify the Amount of

of Principal and Interest Monies due upon the Bo
of the Defendants for the Sum of Three Thousa
Star Pagodas in the Bill Mentioned, and al
to tax the Complainants his Costs of this Sui
and that the said Defendants do within the
Space of one Month after Service of this Dec
and of the Master's Report to be made up
this Reference pay in to the joint Charge an
Custody of the said Complainant and the Def
ant George Halyburton as Trustees Name
and appointed in and by a Certain Deed of
Settlement or Indenture in the Bill Mention
such Balance or Sum of Principal and I
as shall be expressed and Certified in and
the said Report to be due upon the said Bon
of the said Defendants and do also pay unt
the said Complainant his Costs of this Suit

By the Court
Gilbt Ricklts
Regr

In the Supreme Court of Judicature at Madras —

Equity side

Thursday the eighteenth day of February one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the third

Between Chocapah Annachilla Chitty — Complainant

and

David Innerarity — Defendant,

This Cause coming on this day for further directions, On reading an Order of Reference made in this cause on the thirteenth day of September one thousand eight hundred and six — the Report of the Master made in pursuance thereof, and filed on the 22d day of September 1807 — and upon hearing what was alledged by the Counsels 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 do pay into the Complainants the sum of Seven thousand four hundred and thirty six Pagodas five Fanams and nineteen Cash in the said Report specified to be due to the Complainant — and also the Complainant's costs of this Suit to be taxed by the Master —

By the Court
Gilbt Nicholls
Actg Regr

In the Supreme Court of Judicature at Madras -

Equity side

Friday ~~Monday~~ the ~~seventh~~ ninth day of ~~August~~ February one thousand eight hundred ~~and three~~ eight and in the forty ~~first~~ eighth year of the Reign of His majesty King George the Third Between Vyree Narasumma- -mall Widow and Vyree Bashaca- -ralo Naick an Infant by the said Vyree Narasummall his next friend - - - - Complainants

and

Nootalapaty Lakhmana Naick and Nootalapaty Bashacarlo an Infant by the said Nootalapaty Lakhmana Naick his uncle and next friend - - Defendants

This Cause coming on to be heard, upon reading the Bill of Complaint and Subsequent Pleadings together with the Depositions of Witnesses and Exhibits on the part of the Defendants - 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 declare that the discharge or acquittance Executed by the Complainant Vyree Narasummall to the Defendant Nootalapaty Lakh- -mana Naick bearing date the second day of March in the year one thousand eight hundred and five in the Pleadings Mentioned is void, and that the Complainant Vyree Narasummall or the Complainant Vyree Bashacaralo

Bashacaralso Naick (as upon the reference hereinafter direc
shall appear) is entitled to one moiety or equal ha
part of the several Estates of Vengamah Naick, Ra
Naick Rungapah Naick, and Vencatachella Naic
(all since deceased) respectively in the Pleadings ment
It is therefore Ordered and Decreed that the s
discharge or acquittance be set aside, and that the
Defendants do account before the Master of this C
touching the said several Estates - and that it be
referred to the Master to enquire whether the abo
in the Bill mentioned of the Complainant Bashaca
Naick (by the Complainant Veyree Naraum
as the son of the said Vencatachella Naick dece
is Consistent with and according to the Laws and
of the Hindaas, and whether the said Bashacaralso
is, by Virtue, or in Consequence of such adoption en
to the Succession and inheritance of the said one Moiety
equal half part of the Estate and property of the said
Vencatachella Naick deceased, and also of the several
Estates of the said Vengamah Naick, Ramah Naick
Rungapah Naick, and if it shall appear that the
said Complainant Bashacaralso Naick, is so entitle
(and for as much as the said Complainant is an Infan
under the age of Sixteen years) then that the said Maste
enquire and report the Name or Names of one or
fit and proper person or persons to be the Guardi
Guardians of the Estate and property of the said C
=ant Bashacaralso Naick during his Minority -
It is further ordered that it be referred to the
Master

Master of this Court to take an account of the said several
Estates of the said Vengamah Naick, Ramah Naick,
Rungapah Naick and Vencatachella Naick and of all sum
and sums of Money and Securities for Money, Joys, Jewels,
Houses, Gardens and other property that came to the hands
possession or power of or were received by Nadalapaty
Yeterayjaloo Naick deceased (in the Bill named) in his life
time, or which since the death of the said Nadalapaty
Yeterayjaloo Naick have come to the hands, possession or
power of the Defendants or either of them or of any person
or persons by the Order or for the use of the said Defendan
or either of them, and how and in what Manner the same
Estates or any or either of them have or hath 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 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 Nadallapaty Latchmana Naick in
his Cause, upon oath or Interrogatories touching
the said Estates or any or either of them and the
receipt and disposal of the same or of the rents
Issues and profits thereof, by the said Nadalapaty
Yeterayjaloo Naick in his lifetime or by the
Defendants or either of them since his death in
such Manner as the said Master shall think proper
and that the said Defendant Nadallapatty Latch
=mana Naick do produce to and leave with the said
Master

Master (upon oath if required) all Bonds, Bills,
and other Securities for money, Bills of Sale, D
agreements, Mortgages or other Documents
relating to the said Estates — and also all B
of Account, Papers, Cadjans and other writ
in his Custody, possession or power belongi
to the same or in any manner relating thereto or
Connected therewith — and that the Complainan
or any other person on their behalf, be at lib
to inspect, Examine and take Copies of or Ex
from the said Books, Papers, accounts an
writings or any of them — and that the Mast
be at Liberty to depose Specially, if he sha
have occasion or be required so to do —
all further directions and the Consider
of Costs are hereby reserved until after
the said Master shall have made his
Report —

By the Court
(signed) Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Friday the Nineteenth day of February one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the Third Between Tenuinneyore Soobbanaya Moodelliar — Complainant

and

Vetchore Sawmy Moodelly and Parasooraume Moodelly — Defendants

Whereas Process 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 Tenth 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. Marsh on the behalf of the Complainant, 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 Tenth instant

instant, and also the Bill of Complaint in
this Cause. Ordered and Decreed, that
be referred to the Master of this Court to
an account of the Principal and Inter
Monies due to the Complainant upon the
Mortgage Bond of the Defendants in the
pleadings in this Cause Mentioned. and
that the said Master do also tax the
Complainant his Costs of this Suit. and
that the said Defendants do forthwith
pay unto the Complainant in discharge
the said Mortgage Bond, and of this Suit
such Sum of Money as by the Master's
to be made on this reference, shall appe
to be due to the said Complainant, for
Principal, Interest and Costs and in
default of the said Defendants coming
in before the said Master and discha
the amount aforesaid that shall
appear to be due within the Space of
one Month after service of a Copy
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 dwelling House or usual
place of abode) that the said Master do
forthwith proceed to a Sale of the Houses Gardens
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 his privity and under
his direction. and that the said Defend
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

Interest and Costs due to the Complainant
paid to the Complainants or his Solicitor
total or partial Satisfaction, as the
May extend of such Sum of Principal
Interest and Costs, and if any Surp
Shall remain, that the same be paid into the
Registry of this Court, and Subject to
further Order of this Court — and the
all Deeds, Muniments and writing
which are in the Possession or po
of the Complainant relating to the sa
Mortgaged Premises, be delivered a
the Purchaser or Purchasers thereof,
payment by him or them, of his or th
Purchase Monies, and the Report
or their purchase having been duly Con
and has after payment of his or their pur
monies according to the directions of this
such Purchaser or Purchasers be not be
to see to, or be accountable for the applica
Misapplication or Non application
Purchase monies —

By the Court
John Rees Gibbs Deputy
Dy Regr

In the Supreme Court of Judicature at Madras —

Equity side

Saturday the Twentieth day of February one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the third

Between Shungapah Chitty, Valliammah and Camatchy Ummall personal Representatives of Velly Chitty Comarapah Chitty deceased — Comp.ts

and

Balla Kistna Chetty, Rungiah Chitty, and Iyah Chitty Representatives of Andy Narrain Chitty deceased and Soobramonya Chitty Executor of Rauky Chitty Marconda Chitty deceased — Defendants.

This Cause coming on this day for further directions and as to the Matter of Costs reserved by the interlocutary Decree made in this cause on the 13th day of April last; upon reading the said Decree; The Report of the Master made in pursuance thereof and filed on the

eighth day of September last, and upon
the arguments of Counsel on both sides, a
on due Consideration had thereon. This
doth think fit to Order and Decree and
accordingly Ordered and Decreed that the
Defendants do pay unto the Complainants the
of this Suit to be taxed by the Master

By the Court
Gilb. Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Monday the Twenty second day of Febru
one thousand eight hundred and eight and in the
48th Year of the Reign of His Majesty
King George the third Between Parasooramu
Pillay and Struenevasa Pillay sons and
personal representatives of Mooneapillay
deceased, Infants by Lakshoome ammah
and Shreerunga ammah their next friends
and Ammayee ammah the widow and personal
representative of the said Mooneapillay deceas
and Pummal Soobaray Moodelly and Pond
cherry Mootoo Sawmy Pillay acting Execut
of the Last will and Testament of the sai
Mooneapillay deceased - Complainants

and

Thomas Chase, John Chinnery, John McD
Edward Watts, James Balfour, Thomas Parry Ke
Kenworthy Richard Arthur Maitland William
Abbott, George Taswell, Terence Gahagan C
William Watts, Edward Jones, John Duncan
George Morris Taswell Rufus Quickly Collinge
P. Rangaviah, C. Paupah Chinnoo Sawmy Cullo
Vencaty Narrain Kistnamah Chitty Mooboo Kistn
Ballakistnah Pundiah Callah Pedda Sawmy Gp
Sawmy, Vadachellum Vellabha Doss H. Sooba
C. Sashachellum & C. Kistnamah Chitty and C.
Nassee - - - - - - - - - - - - Defendants

This Cause coming on this day to be heard and
debated in the presence of advocates learned on both
sides - Upon reading the Bill of Complaint Exhibited
by

by the above named Complainants - The Seueral an
of the Defendant John Chinnery thereto, - The Join
and Seueral answer of the Defendants Thomas Ch
and Edward Watts - The Joint and Seueral answe
the Defendants Richard arthur Maitland, William
Abbatt, George Taswell, Terence Gahagan William
Watts, Edward Jones, John Duncan, George Mc
Taswell Rupes Quickly, Collingaray, P. Ragam
C. Paupah, Chinnoo Sawmy, Culloor Venedey Na
Kistnamah Chitty, Moodoo Kistnah Balla Kistnah D
Collah Pedda Sawmy, Vadachellum Vellabha D
C. Soobanah, C. Sabhachellum Gooroo Sawmy and
Kistnamah Chitty - and also the Joint and Seuer
further answer of the last mentioned Defendants
the Joint and Seueral answer of the Defendan
John Henworthy, James Balfour and Thomas Parry
and upon reading the admissions and proofs adduc
by the Parties Respectively - and upon due Con
=sideration had thereon - This Court doth decl
that the Seueral assignments from the Defendan
Thomas Chase, John Chinnery, John Mc Douall a
Edward Watts to the Testator Mooneapillay decea
in the Pleadings named of two Seueral whe
Shares and three half Shares Numbered respec
4. 5. 17. 20 & 22 - of and in a Certain Bank
Madras Called the Asiatic Bank, and in the Ba
particularly Mentioned are good and valid
assignments of the said Shares respectively

It is therefore Ordered that it be Referred to
the Master of this Court to take an account of
the principal and Interest monies due to the Esta
of the said Testator Mooneapillay upon the Bond
of the said Defendants Thomas Chase, John
Chinnery John Mc Douall and Edward Watts to
the said Mooneapillay for the principal sum of
forty eight thousand Pagodas in the said Bill als
mentioned - and that the said Master do also take
an account of all Dividends that may have accru
and become due under and by Virtue of the said
five Seueral Certificates from the dates of the
Seueral assignments thereof respectively and
if any of the said Dividends, have been paid
since the dates of the said assignments respec=
=tively or of any of them, then that the said
Master do enquire and ascertain how many
of such Dividends, or sum or sums of money
in respect thereof, have or hath been paid and
to whom and to Report to this Court Specially
and particularly under what Circumstances the
same or any of them have or hath been so pa
and that the said Master do also take an
account of the principal amount of the Seueral
Shares, Secured and payable in and by such
Certificates and how much of the same have
been

been paid, and when and to whom, and
what Circumstances and that the said Ma
do also take an account of all Sum and
of Money that may have been lent or ad
by the several Defendants to this Suit, the
Proprietors of the said Asiatic Banks, or
person or persons (and whom) duly autho
for that purpose, to the said Defendants Ja
Chase, John Chinnery John McDouall and
Edward Watts and under what Circumsta
such loans and advances (if any) were
and how, and in what Manner the same or
of them have been secured and made paya
and for the purpose of the References here
directed, or of any of the same, the said M
is at liberty to Examine the Complainan
and Defendants in this Cause, or any of th
and all other proper Parties upon oa
Interrogatories or otherwise and the s
Parties Complainants and Defendants
hereby directed to produce to and leave
the said Master (upon oath if requir
all such Books, Bonds, Securities for
Money, agreements, assignments, Memora
Certificates, Bills, Accounts, Letters, &
and

and other Papers and Writings as may be in the
or any of their Custody possession or power touchi
or in any way relating to the Matters hereby
generally and particularly referred and that in
taking the said accounts the said Master do mak
unto the Parties all 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 reser
until after the said Master shall have made h
Reports

By the Court
Giles Rickett
Regr

In the Supreme Court of Judicature at Madras -

Equity side

Monday ~~Thursday~~ the ~~Seventh~~ twenty first day of March ~~August~~ one thousand eight hundred and Eight and in the 48th year of the Reign of His Majesty King George the Third Between Vencamall widow and personal Representative of Tolevay Naick deceased - Complainant

and

Rungiah Naick, Mamballam Karasoo Naidoo, Patchalla Ummah, Mungettoye Ummah Baulco Gabroovapah and Chengamah his wife, Buchan Mootoo Sawmy Naick and Meera Ummah his wife - Defendants

W.S.
W.
W.

This Cause coming on this day for further directions, on reading an order of reference made in this Cause on the Twenty second day of February one thousand eight hundred and seven - The Report of the Master made in pursuance thereof, dated the Tenth day of October and filed on the eighteenth day of December in the said Year one thousand eight hun

hundred and seven — and upon hear
what was alledged by the Counsel on
sides — and upon due Consideration had
This Court doth think fit to ord
and Decree, and it is accordingly or
and Decreed that the Defendant Ranga
as the Son and personal Representative & Claimant of Rama
Naick, deceased, do pay unto the Complainant
Sum of Six thousand and Seventy three Pa
Pagodas Twenty fanams and six
Reported by the Master to be due to
Complainant, with Interest ~~of~~ at the
of annum from the 10th day of November in the year
eight hundred and Seven, and also the Com
=ants Costs ~~to the date of this decree~~ to be
Suit to be taxed by the Master

By the Court
Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Wednesday the Twenty third day of March one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the third Between

Seteramah pillay . . . Complainant

and

Vasantapooram Ramasawmy Braminy, Collingaroy Moodelly & Hoolial Moodelly,

Defendants

This Cause Coming on this day in the presence of the advocates on both sides to be further heard upon the further directions reserved by a Decretal Order of this Court of the 24th day of December in the year of our Lord one thousand eight hundred and four, Upon reading a Report of the Master, to whom this Cause was referred bearing date the 7th day of February one thousand eight hundred and seven, and also a further Report of the said Master bearing date the thirty first day of August last, and upon hearing what was alledged by the advocates on both sides and upon due Consideration had thereon, This Court doth declare that the Estate of Lyapah Moodelly deceased in the Pleadings named is exclusively chargable

chargable with and liable to the Paymen[t] of a Sum of Twenty eight Thousand and Sixty two Pagodas eight Fanams and Twenty eight Cash for Monies of the Estate of the Testator Bombay Chinniah Pillay which came or ought to have come to the hands of the said Tyapah Moodelly as one of the Executors of the will of the said Bombay Chinniah Pillay deceased as in the said several Reports of the said Master are Mentioned and specified, and this Court doth therefore direct that the Defendants Vasantapoorum Ramasawmy Brameny, Colengaray Moodelly and Commone Mootiah as Executors of the will of the said Tyapah Moodelly deceased, do pay unto the Complainant the said Sum of Twenty eight Thousand and Sixty two Star Pagodas eight Fanams and Twenty eight Cash with Interest thereon after the rate of Nine per Cent per annum to be Computed from the thirty first day of august last And this Court doth further direct that the said Defendant Vasantapoorum Ramasawmy Brameny as an Executor of the will of the said Bombay Chinniah Pillay and also the said Vasantapoorum Ramasawmy Brameny Callingaray Moodelly and Commone Mootiah Moodelly as Executors of the said Tyapah Moodelly who was the other Executor of the will of the said Bombay Chinniah Pillay do pay unto the Complainant the further Sum of eight Thousand Six hundred and fifty five Pagodas thirty six Fanams and fourteen Cash Specified in the said Report of the said Master bearing date the said thirty first day of august last, together with Interest on the last mentioned Sum, after the like rate of Nine per Cent per annum, to be Computed from the said thirty first day of august the same being for Monies of the Estate of the said Testator Bombay Chinniah Pillay, which came or ought to have come to the hands of the said Defendant Vasantapoorum Ramasawmy Brameny and the said Tyapah Moodelliar as such Executors; and it is lastly Ordered that the said several Defendants do pay unto the Complainant his Costs of this Suit to the date of this Decree, to be taxed by the Master - Reserving the apportionment of Cost as between the said Defendant Vasantapoorum Ramasawmy Brameny as one of the Executors of the said Bombay Chinniah Pillay

and

In the Supreme Court of Judicature at Madras

Equity side

Friday the Twenty fifth day of March one thousand eight hundred and eight and in the 48. Year of the Reign of His Majesty King George the Third Between Thomas Hayes and William Burke Executors of the last Will and Testament of Ulick Burke deceased — Complainants and Thomas Clare, John Chinnery John Mac Donald and Edward Watts — — Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against all the said Defendants for want of appearance and by Orders of this Court of the Seventeenth day of September one thousand eight hundred and seven and the Twentieth day of February last it was Ordered that the said Bill of Complaint should be taken pro Confesso as against the said Defendants It is

Now on the Motion of Mr Anstruther as

— the

and the said Defendts Vasunta pooram Ramasawmy By Calling away mood and Connoor Moolick as the Executors of the L. Tyapah Moodelly dec. who was the other Executor of the said Bombay Chinniah Pillay and for that purpose it is hereby referred to the Master to ascertain and report what part of the said Cash have arisen in Consequence of that part of the ~~Decree~~ Decree which related to the sum of Money thereby Decreed to be paid out of the Estate of the said L. Tyapah Moodelly —

By the Court

G. Ricketts Regr

Anstruther's Bill
vers
Ramasawmy Pramoy
& others.

Draft
Decree

behalf of the Complainants to that they Court will be pleased to pronounce a Decree according to the Prayer of the said Bill; and upon Reading the aforesaid Orders of the Seventeenth day of September one Thousand eight Hundred and seven and the Twentieth day of February last- and also the Bill of Complaint in this Cause- Declared that the Bond or writing Obligatory in the Bill mentioned, and Executed by the Defendant John Chinnery by the Name and Signature of "Chase Chinnery Macdowall & Co." to the Complainants as Executors of the last Will and Testament of Ulick Burke deceased the Testator in the Bill named was so Executed by the said John Chinnery on behalf of himself and the rest of his Partners the said Defendants Thomas Chase John MacDowall and Edward Watts, and by the authority and in the Name of them the said Thomas Chase John M.c Dowall and Edward Watts; and that the Sum of one Thousand eight Hundred and

and eight Pagodas Twenty five Fanams and forty Cash due on and intended to have been secured by the said Bond, is a Specialty Debt- It is therefore Ordered and Decreed that the said Defendants Thomas Chase John Chinnery, John M.c Dowall and Edward Watts do pay unto the Complainants the said Sum of one Thousand eight Hundred and eight Pagodas twenty five Fanams and forty Cash together with Interest thereon at and after the Rate of Twelve per Cent per Annum to be Computed from the day of the date of the said Bond being the Tenth day of August in the Year of our Lord one Thousand eight Hundred and five; And it is lastly Ordered that the said Defendants do also pay unto the Complainants their Costs of this Suit to be taxed by the Master-

By the Court
Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Equity side

Tuesday the Twenty ninth day of March one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the Third Between Maduranaigum Pillay - Complainant and Vencata Runga Pillay - Defendant -

This Cause Coming on this day to be heard upon reading the Bill of Complaint and Subsequent Pleadings, together with the Depositions of Witnesses on the part of the Complainant and Defendant respectively - and upon debate of the Matter and hearing what was alledged by the advocates on both sides - and due Consideration had thereon This Court doth think fit to order and Decree, and this accordingly Ordered and Decreed that the Defendant do pay unto the Complainant the Sum of Two thousand Hun

Two hundred and thirty six Star Pagods
Twenty four Fanams and thirty cash, with
Interest thereon at and after the rate of Twelv
per Cent per Annum from the Twenty fourth
day of January in the Year one thousand
eight hundred and one to be Calculated by
the Master - and that the said Defendant do
also pay unto the Complainant his Costs of
this Suit to be taxed by the said Maste

By the Court
Gilbert Ricketts
Regr

In the Supreme Court of Judicature at Madras.

Equity side

Saturday the Second day of April one thousand eight hundred and eight and in the 48th year of the Reign of His majesty King George the Third Between Collah Singanah Chitty — Complainant — and Thomas Chase, John Chinnery, John Mac Dowall, Edward Watts, James Balfour, Thomas Parry, and John Henworthy — Defendants

This Cause coming on this day to be heard and debated upon the Bill and Answer in the presence of the Advocate learned on both sides, upon reading the amended Bill of Complaint Exhibited by the Complainant, 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 on due Consideration had thereon This Court doth

Doth think fit to order and Decree and it is accordingly Ordered and Decreed that the Defendants Thomas Chase, John Chinnery, John McDowall and Edward Watts do pay unto the Complainants the Sum of Two Thousand and Forty five Star Pagodas, Ten Fanams and Thirty three Cash, with Interest thereon at the rate of Nine per Cent per annum, from the first day of November in the year one thousand eight hundred and five to be Calculated by the Master — and as to so much of the Complainants Bill as seeks to Recover from the Defendants payment of the Sum of Twenty thousand and Twenty eight Star Pagodas and Interest thereon alledged to be due by the said Complainant and one Vasuntapooram Ramasawmy to the Government of Fort St George under and by Virtue of a Bond of Indemnity Executed by the Complainant and the said Vasuntapooram Ramasawmy as Sureties for the said Defendants Thomas Chase, John Chinnery, John McDowall and Edward Watts, and in the Bill particularly mentioned it is Ordered that the same do stand and be dismissed But this Court doth not think fit to allow Costs on either side —

By the Court
Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras.

Equity side

Saturday the Second day of April one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the Third Between Soobarayalos Brammy the adopted Son and Heir of Mooperala Keshenah Brammy - Complainant and Adrian de Fries, John DeFries Lewis de Fries, Swadanum Paupiah Brammy and Avenegadala Ramachundrah Brammy Defendants

This Cause coming on the eighteenth day of February last to be heard and debated upon the Bill and Answer in the presence of the Advocates Learned on both sides, upon reading the amended Bill of Complaint Exhibited by the above named Complainants - The Joint and Several answer of the Defendants Adrian de Fries, John de Fries and Lewis de

de Fries thereto - The answer of the Defendant Avenegadala Ramachendriah Braminy - and the answer of the Defendant Avadanum Pauliah Braminy - and upon debate of the matter and hearing what was alledged by the Counsel on both sides - and due Consideration had thereon - This Court did then think fit to order and Decree, that the Complainant's Bill should stand and be dismissed with Costs as against the Defendant Avadanum Pauliah Braminy and that the said Complainant should be allowed to reply to the answers of the other Defendants Adrian de Fries, John de Fries Lewis de Fries and Avenegadala Ramachendriah Braminy upon payment of Costs of the day - This now at this day, upon the Motion of Mr. Austruther advocate for the Defendants, and upon the production of a Certificate of the Register that no Replication had been yet filed by the said Complainant, Ordered that the Complainant's said Bill do stand and be absolutely dismissed with Costs, as against all the Defendants -

By the Court
Giles Ricketts
Regr

made in duplicate

In the Supreme Court of Judicature at Madras —

Equity side

Saturday the Sixth day of [illegible]
one Thousand eight hundred & Seventeen
in the 48th Year of the Reign of His
Majesty King George the Third Between
Condaguddala Ragoonaichlas chitty
Complainant

and

Condaguddala Sashachella chitty,
Ramaswamy chitty, Puttabee Ramme
chitty - and Streenevasalas chitty Son
& Sashammall Widow and personal
Representatives of Condaguddala
condy chitty deceased Defendants

By Original Bill & Bill of Review —

W.
H.
M.

This Cause coming on this
this day to be heard, upon reading the
Bill of Complaint and subsequent
Pleadings, 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

there be a partition of all the property and
Estate belonging to the Parties in the
Pleadings mentioned and for the purpo
of ascertaining the Share or Shares of
the same Estate to which the Complainants
and Defendants in this Cause are respectiv
ly entitled It is Ordered that it be referred
to the Master of this Court to enquire into
the State of the Families of the said Complain
=ant and Defendants respectively, and of all
other the parties in the Pleadings mentioned

And 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 from any one,
or by descent or otherwise except maternal

such part shall not be subject to part
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
exertions of any of the said parties, or his
Ancestors, the branch of the Family to
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 Representa
tive 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 it is further Ordered that it
be referred to the Master of this Court to

Such

tothe an account of the Estate and Effects of
Vencatachella Chitty and Candy Chitty bo
deceased and all other the persons in the
Pleadings named which since the deaths
the said several persons have been possess
by, or have come to the hands of the Compla
-nant 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 Debts
acquired by all or any of the Parties to this
Suit by their own Labour and exertions or
otherwise and from and in what
manner the said Estate or Estates hath
or have been applied and disposed of

and how much and what part or p
Madras
doth or do now remain outstanding or
Arrears
and for what reason and by whose default and
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 of
either of them and also all other persons upon
in this Cause upon Oath or Interrogatories
otherwise touching the same Estates, and
receipt and disposal of the same, or the
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

Sale Grants, deeds, Bonds, 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 the Parties to this Suit, or any of them, or of any other person or persons in trust for them or for their use, is or are not liable and subject to partition upon the principles herein before stated, then and in

in such case the said Master is empowered at liberty to report the same, & the Madras
day of August
other circumstances which may arise and
or concerning the matters hereby referred to or
him, specially to this Court and all
further directions and the consideration
Costs, are hereby reserved until after the same
said Master shall have made his Report

By the Court
signed Gilbt Heron
Regr

Supreme Court
Equity side
Cavilapadi Ragonaiken
Petitioner
Kandagoolla Vanagulla
Chitty & others
Deed

In the Supreme Court of Judicature at Madras

Equity side.

Saturday the Sixth day of August one thousand eight hundred and eight and in the fortyeighth year of the Reign of His Majesty King George the Third Between Chindathry Pettah Peeraramah Syrang, Canjeveram Narrain Syrang, Patnam Fakeer Mahomed Syrang, and others, Lascars & Tindals ~~all together 90 in Number~~ in the Militia Service of the Honble Comp.a under the Government of Fort St. George — Complainants and Tattecala Nineapah Mudd.a Defend.ts

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

debate of the Matter and hearing what was
Alledged by the advocates on both sides
and on due Consideration had thereon-
This Court doth this day think fit 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 without
Costs —

By the Court
Gibs Ricketts
Regr

Supreme Court
Guilty side
Chundeshy Pillay
Pereramah Iyan
&c &c &c

Advocate Kindersley
Advocate Ross
Mr.

Regd Decree

In the Supreme Court of Judicature at Madras

Guilty side

Monday the Eighth day of the
August one thousand seven hundred
and eighty eight and in the Twenty
of the Reign of Our Sovereign Lord
George the Third by the Grace
Vallabadass Devaurdass Eighth
and Complaint
Polevaroo Sorbarayalu Defendant

Whereas Process to the Extent of a Sequestration
hath been awarded against the said Defendant
for want of appearance & by an Order of this
Court of this present day it was ordered that the said
Bill of Complaint should be taken pro Confesso
against the said Defendant - It is now on the
Motion of Mr. Gahagan on the behalf of the Complain-
ant, 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 this day
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
Complainant upon the Mortgage Bond of the said
Defendant

Defendant in the Pleadings in this cause mentio
and that the said Master do also tax the Compla
ants his Costs of this Suit - and that the sai
Defendant do forthwith pay into the Complainan
in discharge of the said mortgage Bond, and
of this suit, such sum of money as by the
Master's Report to be made in this Cause
shall appear to be due to the said Complainant
for Principal, Interest and Costs. And
in default of the said Defendant coming in
before the said Master and discharging the amou
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 Master's Report,
that shall be made thereupon on the said Defend
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 Ground and Premises which are
charged by way of Mortgage by the said
Mortgage Bond in the Pleadings mentioned,
such Sale to be made with his privity and
under his direction - and that the said
Defendant and all other proper parties do

join

join in
assurances to the Purchaser or Purchasers
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
Consequence of the said sale be discharged,
that the residue of the same purchase
and proceeds or so much thereof as shall
sufficient to satisfy the sum of Principal
Money Interest and Costs due to the Comp
be paid to the Complainant or his
in total or partial Satisfaction, as the
may extend of such Sum of Principal
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 mortgaged Premises, be delivered
to the Purchaser or Purchasers thereof, the
after payment by him or them, of his day of
Purchase monies, and the Report
on

or the [illegible] been [illegible] compl
and that after Payment of his or their pu
Moneys according to the directions of this D
such Purchaser or Purchasers be not b
to see to, or be accountable for the app
Mis-application or non application of such
Purchase Moneys -

By the Court
John Shaw
Dep. Reg

In the Supreme Court of Judicature at Madras
Equity Side.

Monday the Twenty Sixth day of
September one thousand Eight hundred
and Eight and in the forty Eighth
year of the Reign of His Majy
King George the third - Betwe
William Gillon - Complainan

and

John Milfor - Defendan

This Cause coming on to be heard upon
hearing the Bill of Complaint and subsequent
Pleadings together with the Depositions of Witnesses
and Exhibits on the part of the Complainant and
Defendant respectively, and upon debate of the
matter and hearing what was alledged by the
Advocate on both sides and on due Consideration
had thereon This Court doth declare that the Release
or discharge executed by the Complainant to the
Defendant, bearing date the Nineteenth day of
July in the year one thousand Seven hundred
and ninety eight in the pleadings mentioned, so far

far as concerns the said Complainant it is ord- and
the said Complainant is entitled to one Sixth part
share of the Estate and property of Charles Gillon
deceased, in the pleadings mentioned, and also to two
parts or shares of the Estate and property of Archi-
Gillon deceased the Father of the said Complainan
in the Pleadings also mentioned. It is therefo
Ordered and decreed that the Defendant as
Executor of the Will of the said Archibald Gillon
deceased, and as administrator with the will annex
of the Estate and Effects of the said Charles Gillon
deceased do come to an account with the said
Complainant touching the Estate and property of the
said Charles Gillon deceased, and also of the said
Archibald Gillon deceased. and that it be referred
to the Master of this Court to take an account of
the said two several Estates and all sum and
sums of money and Securities for money that have
come to the hands possession or power of or been
received by the said Defendant at any time since
the respective Deaths of the said Charles Gillon
and

and Archibald Gillon or that have come to the
of any person or persons for the use of the sa
Defendant and how and in what manner the sa
Estates or Estate or either of them have or hath
applied and disposed of and how much and wha
part or parts thereof doth or do now remain
outstanding or unreceived and for what reason a
by whose default or neglect the same hath or ha
not been gotten in or received and that in taking th
said account the said Master do make unto
Parties all just allowances - and that the said
Master be at liberty to examine the said Defendan
in this cause upon Interrogatories touching the said
Estate of the said Charles Gillon and Archibald
Gillon or either of them - 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

regard) all Bonds Bills Notes and other Securities for money, Bills of Sale, Deeds agreements Mortgages or other Documents relating to the said Estates and also all Books of Account, Papers and other writings in his custody possession or power belonging to the same or in any manner relating thereto or connected therewith 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, accounts, 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~~

And it is further ordered that the said Master do take an account of all Sums and Sums of money received by the Complainant or by any other person or persons in trust for him or for his use, from

the Defendant or any other person or per
on his behalf, under and by virtue of a
Indenture of assignment bearing date the
day of august in the year one thousan
Seven hundred and eighty nine in the Plead
Mentioned and of the dates respectively u
the said several Sums of money were re
paid — and that the master be at liber
to report specially if he shall have c
occasion or be required so to do — and al
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 Shaw
Dy Regr

Decree Recd

Supreme Court
Guilty side
William Gillan
John Clifford

In the Supreme Court of Judicature at Madras -

Guilty side

Saturday the first day of October one thousand eight hundred and eight and in the forty eighth year of the Reign of His Majesty King George The Third Between Gundaveddy Ramaswamy Chitty Complainant and Gundaveddy Sashachella Chitty, Gundaveddy Audeapah Chitty, Gundaveddy Sawmy Chitty, Gundaveddy Vencataddry Chitty and Gundaveddy Soobarayloo Chitty Defendants

B.
H.
B.

This Cause coming on this day to be heard for the further directions reserved in and by the decretal order of this Court of the Ninth day of February last, upon hearing the said Order, and the Verdict given upon the trial of the second Issue in and by the said Order directed read - and what was alleged by the Counsel on both sides - This Court doth think fit to order and Decree, and it is accordingly ordered and Decreed that the

the Bill of Complaint filed by the said Gundam
Ramasawmy Chetty the Complainant in this C
be dismissed with Costs to the period of the
said Complainant being admitted to prose
this Suit in forma Pauperis, without prej
to any Claim of the Complainant as against
the Defendants or any of them, either at
Law or in Equity as to the Sum of four
Thousand Pagodas in the Pleadings mentio

By the Court
signed Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the first day of October one thousand eight hundred and eight and in the forty eighth Year of the Reign of His Majesty King George the Third between Anadanum Pouppiah Brammy — Complainant and Benjamin Raebuck admr. Isabor de bonis non of John Stephens deceased — Defendt.

This Cause Coming on this day to be he upon reading the Bill of Complaint and Subsequent Pleadings, together with the Depos of Witnesses and Exhibits on the part the Complainant and upon debate of th Matter and hearing what was alledged the advocates on both sides; and on due Consideration had thereon; — This Court doth think fit to order and Decree as it is accordingly ordered and Decreed that it rejoined to The Master of this Court to enquire and ascertain what was the actual price on average Selling price of Seven hundred and forty

Supreme Court
Equity side.

Anadanuddy Ramadanumy
Chetty &c.
Complainants
Anadanuddy Rachuckelle
Chetty Rather

Depts Decree

Forty Muskets and Carbines at the Port of Rangoon in Pegue, in and during the Year one thousand seven hundred and Ninety five, and to Calculate Interest on the gross amount thereof, at and after the rate of nine per Cent per annum, from the Nineteenth day of October in the said Year one thousand Seven hundred and Ninety five, and that from and out of the Principal Sum, which shall be found due to the Complainants as and for the proceeds of Sale of the said Seven hundred and Forty Muskets and Carbines, the said Master do Make unto the Defendant a deduction or allowance of ten per Cent, the same being for Commission Stipulated on the part of the Complainant to be paid to John Stephens deceased the Intestate of the Defendant, in and by the articles of agreement entered into between them, and in the Pleadings Mentioned; ~~and that the said Master do also tax the Complainants his Costs of this Suit;~~ and this Court doth direct that the said Defendant, from and out of the Estate of his said Intestate do pay unto the Complainants such Sum of Money as by the Masters Report to be Made on this reference shall appear to be due to the said Complainants for Principal and Interest ~~and Costs~~ aforesaid; and doth also direct that it be referred to the said Master to take an account of the Estate and Effects of the said Intestate John Stephens, and how much, and what part or parts thereof hath or have at any time and when hereto for been received by or Come to the hands of the said Defendant as Administrator de bonis non of the Estate and Effects of the said John Stephens 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 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 doth or do now remain outstanding or Unreceived and for what Reason and by whose default or Neglect the same hath

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 have liberty to Examine the said Defendant in this Cause, upon oath, or Interrogatories, touching the Estate of the said Intestate John Stephens, and the receipts 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, 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 John Stephens; 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, accounts and writings, or of any of them; and that the Master be at liberty to report Specially if he shall have

occasion

occasion or be required so to do:- and all
~~the~~ ~~matters~~ ~~in~~ ~~question~~ ~~in~~ ~~this~~
further directions are hereby reserved
until after the said Master shall have
made his Report -

By the Court
(signed) Gilbt Rickatts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Wednesday the fifth day of October one thousand eight hundred and eight and in the forty eighth year of the Reign of His Majesty King George the Third Between The Reverend Father Marcello de Gradisca the Superior and Lewis Tiraire the President of the Association of the Fraternity of Carmolites at Madras on behalf of themselves and the Brotherhood of the same Association . . . Complainants

and

Ramah Naick and Soobara Moodelly son and Personal Representative of Chengleray Moodelly deceased Defendants

This Cause Coming on this day to be heard and debated upon the Bill and answer in the presence of the advocates learned on both sides, Upon reading the Bill of Complaint exhibited by the Complainants, the Separate answer of the Defendant Soobaray

Supreme Court
Equity side
Madras
Fraternity
&
Benjamin Gordon
a Book de Lewis Rem &
John Stephens &c.
Dupl. Decree

Soobaray Moodelly thereto — and the answer of the Defendant Ramah Naick — 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 to take an account of the principal and Interest monies due to the Complainants upon the Mortgage Bond of the Defendant Ramah Naick in the Pleadings Mentioned, and to tax the Complainants their Costs of this Suit — and that the said Defendant Ramah Naick and the Defendant Soobaray Moodelliar as the personal Representative of Chengleray Moodelly deceased, in the Pleadings Named, or one of them, do pay unto the Complainants 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 Complainants for Principal Interest

Interest and Costs / and (in default of the said Defendant Ramah Naick or the Defendant Soobaray Moodelly 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 thereupon on the said Defendants either personally or by leaving such Copies at their respective dwelling Houses 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 mentioned, — such sale to be made with his privity, and under his directions and that the said Defendants 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

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 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 muniments 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 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. And it is also

Ordered that if the proceeds of such sale shall be found insufficient for the purpose of satisfying the whole sum of principal Interest and Costs as aforesaid then that the said Defendants Soobaroy Moodelly do within the space of one Calendar month next after the final confirmation of the Masters Report thereof pay unto the Complainants such sum of money as shall, upon such sale appear to be deficient, out of the Estate of the said Chinglaroy Moodelly deceased and in case the said Defendant Soobaroy Moodelly shall not admit assets for such last mentioned purpose, then that the said Master do take an account of the Estate and Effects of the said Intestate Chinglaroy Moodelly 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 Soobaroy Moodelly as personal Representative as aforesaid ~~as Administrator of the Estate and Effects~~ of the said Chinglaroy Moodelly deceased, or of any person or persons in trust for him, or to his use, or with his privity

Consent

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 Chingleroy Moodelly 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 recovered. 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 Soobaroy Moodelly and all other proper parties in this Cause, upon oath, on Interrogatories touching the Estate of the said Chingleroy Moodelly and the receipt and disposal thereof by the said Defendant Soobaroy Moodelly 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 Cojans accounts and writings in his custody possession

possession or power touching or in any way relating to or connected with the said Estate of the said Chingleroy Moodelly. and that the Complainants or any other person on their behalf be at liberty to inspect examine and take Copies of or Extracts from the said Books Papers Cojans 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
signed Giles Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the fifth day of October
one thousand eight hundred and eight
and in the 48th year of the Reign
of His majesty King George
the Third Between James Stringer
Complainant
and
John Lellois, Elizabeth Thomas
and John Willies -
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 sixth day of April in the Year one thousand eight hundred and six - The Report of the Master made in pursuance thereof dated the Twenty ninth day of August last, and upon hearing what was alledged by the Counsel on both sides - and upon due Consideration had thereon - It is Ordered that it be referred to the Master of this Court to enquire into and ascertain the actual State of the Property and Estate of the Testator James Stringer, in the Pleadings named and of what the same consisted, at the time the same came into the hands and possession of

The Revd Father Bernardo
&c Produce for
James Stringer
Plaintiff
Decree

of the Defendant John Tulloh, by virtue of Letters of Administration granted to him in that behalf and that the said Master do Report to this Court Specially thereon and also what would have been the amount of the Rents of the said Estate in the hands of the said John Tulloh, or with which he would have been or ought to be Chargeable, if the same Estate and Property had been employed in a due and usual Course of administration and that the said Master do also enquire and State what Sum or Sums of Money of the same Estate, hath or have been laid out and expended by the said Defendant John Tulloh, in and about the building Constructing or purchasing of Houses and Gardens, and in repairing and improving the same or any of them from time to time - and how many of such Houses and Gardens in the whole have been so built Constructed or purchased, and of what description the same are, and in what place or places Situate - and whether the said Houses and Buildings or any of them are or is in good and tenantable state and Condition, and in what State the same or any of them now actually are or is; and that the said Master do also enquire and State, whether the application of the Money of the said Estate by the said ~~Defendant~~ Captain John Tulloh for the purposes aforesaid was or were at such the time or times of making such purchases or buildings, beneficial and advantageous to the said Estate and hath or have continued so to be - and if not that the said Master do Report the Causes or Circumstances, if any, whereby or by Means whereof any loss hath arisen or been occasioned, by Reason of any such purchases or buildings ~~by the said Defendant John Tulloh~~

x

By the Court
signed Gilbt Rickelly
Regr

Supreme Court
Guilty side
James Stringer
Complt
John Tulloh &
others
Deft
Decree

In the Supreme Court of Judicature at Madras =

Guilty side

Friday the Twenty first day of October one thousand eight hundred and eight and in the 48th Year of the Reign of His Majesty King George the Third Between James Stringer - Complainant and John Tulloh, Elizabeth Thomas and John Willens Defendants

This Cause coming on this day to be heard for further directions reserved by a Decretal Order of this Court of the Twenty sixth day of April in the Year one thousand eight hundred and Six - upon reading the said Order and the Report of the Master made in pursuance thereof and bearing date the Twenty ninth day of August last - upon reading also an Order of Reference made in this Cause on the fifth day of the present Month of October and the Report of the said Master in pursuance thereof, dated the Nineteenth

W.
B.S.

D

Nineteenth day of the same Month and upon
debate of the Matter and Hearing what
was alledged by the Counsel on both sides
This Court doth Decree that the Defendant
John Tullah be allowed to take Credit in his
account for the Rents and Profits of the two
several Houses built by him on account
and for the benefit of the Complainant upon
a Piece or parcel of Ground bequeathed by
the Will of the Testator James Stringer
to his Son James Stringer the Complainant
Situate lying and being in Vepery together
with Interest thereon after the rate of Nine
per Cent per annum from the respective
periods the same Rents and Profits were
collected and received and he also allowed
in his discharge the Sum of Three thousand
four hundred and Sixteen Pagodas, five
Fanams and three Cash, being the estimated
Value of the said Houses in their present
State, as in the Report of the said Master
of the said Nineteenth day of October

is

is specified - And that the Complain
ant do pay to the said Defendant
John Tullah the balance or Sum
of Seven hundred and ninety eight
Pagodas, Seven Fanams and Sixteen
Cash in the said Report also
Mentioned - And it is further
Ordered that the said Defendant
John Tullah do forthwith deliver and
make over unto the said Complainant
the said two Houses with their
appurtenances and also all such
other Houses Gardens Lands and
premises now in his possession
belonging to the said Complainant
and Specifically bequeathed to him
in and by the ~~first~~ second Paragraph
of the Will of the said Testator
James Stringer together with all
Title Deeds and other Documents
relative to the said several Houses
and Premises and do make and

Execute

Execute unto the said Complainant all
such assignments grants and Conveyan
of all and Singular the said Premises
as may be proper and necessary in the
behalf And with respect to a
Certain House No 10 Situate and Bei
in Tellanaigons Street Peddah na
Pettah mentioned in the first Parag
of the said Will and thereby
bequeathed to the Testators
Son George Stringer who is
since deceased this

Covt.

this Court doth declare that the Complainant
and the Defendant Elizabeth Thomas, are
entitled in equal proportions to all Estate and
property of the said Jorgo Stringer in
the said House, and to the rents and profits
accrued thereon since his decease, It is therefore
directed that the said Defendant John Tullok
do make over and deliver the said House
and appurtenances to the said Complainant
and the said Defendant Elizabeth Thomas,
to be held by them and their assigns as Tenants
in common and do execute unto them the
said Complainant and the said Defendant
Elizabeth Thomas one or more assignments
and conveyances thereof, and that the said John
Tullok do also account for and pay to the said
Complainant and the said Elizabeth Thomas, the
balance or Sum of Five hundred and Ninety five Pagodas
twenty Seven fanams and thirty six Cash, being the
amount reported by the said Master to be in the
hands of the said Defendant John Tullok

5

in respect of the accumulations of the rents and profits of the said last mentioned House, and this Court doth also declare that the Defendant John Willins, as the surviving next of Kin, and personal Representative of Mary Penelope his late Wife deceased, is entitled to all the right, interest, and property of the said Mary Penelope, of in, and to a certain House and Garden situated in Tipery, and by the Fourth Paragraph of the will of the said Testator bequeathed to the said Mary Penelope, by the name and description, of his natural Daughter Mary Penelope Stringer. It is therefore directed that the said Defendant John Tallock do deliver and make over unto the said John Willins, the said last mentioned House and Garden and do execute such assignments and Conveyances thereof as shall be necessary in that behalf. ——————————

End

and this Court doth further direct that the said Defendant John Tullok be allowed in his discharge the sum of Five hundred and eighty eight Pagodas being the amount stated in the said Report of the Master of the Twenty Ninth day of August to be the wages of a Conceply employed by the said Defendant John Tullok in collecting the Rents of the Estate of the said Testator for the period therein mentioned But this Court rejects the claim of the said Defendant for Commission upon the disbursements of the said Estate come to his hands as mentioned in, and submitted by the said last mentioned Report and do not think fit to allow the same or any part thereof And it is lastly Ordered that the Costs of all the Parties in this Cause be taxed by the Master, and paid out of the Estate of the said Testator James Stronger

By the Court
(signed) Gilbt. Ricketts
Regr

p. 11.
89.

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In the Supreme Court of Judicature at Madras

Wednesday the eighth day of February one thousand eight hundred and nine and in the forty ninth year of the Reign of His Majesty King George the third. Between Soundry Ummalee Widow of Dottey Nilla Tomby Chitty deceased and Soory Chitty adopted Son of the said Dottey Nilla Tomby Chetty deceased Complainants

and

Pariapauliam Maury Chitty
Gooroonauda Chitty Veeratal
Alamalou and Tanneyamala
Chitty - - - Defendants

This Cause coming on this day to be heard upon reading the 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 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

Dra.
Decree

Pariapauliam
Gooroonauda Chitty
Alamalou and Tanneyamala
Chitty

ordered and Decreed that it be Referred to the Master of this Court to take an account of and Concerning Certain Partnership dealings and transactions, in the Bill mentioned, which heretofore subsisted between Dottey Nella Tomby Chitty Parendan Tolesinga Chitty and Condapah Chitty (in the Pleadings named) all since deceased, in their respective life times - and between the said Dottey Nella Tomby Chitty and Condapah Chitty, after the death of the said Parendan Tolesinga Chitty - and of and Concerning all Sum and Sums of Money, Goods, Stock in Trade and all other Property belonging to the said joint Concern, and of the Debts due and owing thereto, - and also of all advances, payments, disbursements and allowances made by or for the use, or account of the said Concern - and of the debts due and owing by the said Concern - and that the said Master do also take an account of all Sum and Sums of money, Securities for money, Jays, Jewels, Houses, Godowns and all other property and effects, belonging to the said joint Concern, which have been at any time delivered to, or come to the Custody or possession of the Defendant Paria=pauliam Maury Chitty, or of any other person or persons in trust for him or for his use - and of the rents, issues and profits thereof and of the Interest that has accrued on every Sum or Sums of Money or debts owing by the said Pariapoliam Maury Chitty, and how and in what manner the same Monies, Estate and Property or any part thereof have or hath been paid, applied and disposed of, and how much and what part or parts of the same doth or do now remain in the possession of the said Defendant Pariapoliam Maury Chitty - and that the said master do ascertain and report the Share or Shares of the said joint property to which the Complainants as the Representatives of the said Dottey Nellatomby Chitty deceased are, or shall be entitled - and that the said Master be at liberty to Examine the Complainants and Defendants in this Cause, or any 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, Bonds, Notes, accounts, Bills of Sale, Grants, Vauchers, Documents and other Papers, Cadjans and writings, as may be in their or any of their Custody, possession, or power or which they may be required to produce touching or in any way relating to 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 the said Master is hereby at liberty to report specially if he shall have occasion or

be

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 Gilbt Rickets
Regr

In the Supreme Court of Judicature at Madras
Equity side

Thursday the Ninth day of February one thousand eight hundred and nine and in the 49th year of the Reign of His Majesty King George the third

Between Pottecala Cashevia Moodelyar - - - Complainant
and
Robert Scawen - Defendant

This Cause coming on this day to be heard and debated upon the Bill and Answer in the presence of the advocates learned on both sides - upon reading the Bill of Complaint exhibited by the Complainant, The answer of the Defendant thereto and upon debate of the Matter and having what was alledged by the Counsel on the part of the Complainant - 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 Court to take an account of the Principal and Interest Money due to the Complainant upon the several Promissory Notes of the

the Defendant in the ~~Pleadings in this Cause~~ Bill mentioned
Mentioned - and that the said Master do tax
the Complainant his Costs of this Suit -
And that the said Defendant do forthwith pay
unto the Complainant in discharge of the said
Promissory Notes 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 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 the
space of one Month after service of a Copy
of this Order and of the Master's Report
that shall be made thereupon on the said
Defendant 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 ~~Cured Ox Plate~~ Jewels Piece
goods and Madeira Wine which are
charged by way of Mortgage by the said
Promissory Notes in the Pleading mentioned
Such

such Sale to be made with his privity and
under his directions - and that the said
Defendant 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 such property, 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 amount
of Principal Money, Interest and Costs due
to the Complainant be paid to the Complain-
ant 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 in to the Registry of
this Court, and subject to the future
order of this Court - And that all
Deeds

In the Supreme Court of Judicature at Madras

Equity side

Monday the thirteenth day of February one thousand eight hundred and nine and in the 49th Year of the Reign of His Majesty King George the third Between David James Dickens - Complainant and Gilbert Ricketts administrator of David Young deceased - Defendant.

This Cause coming on this day to be heard upon reading the Bill of Complaint and subsequent Pleadings together with the Depositions of Witnesses on the part of the Complainant - 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 (by and with the consent of the advocates for the Complainant and Defendant respectively) Order and Decree and it is accordingly ordered and Decreed that the Defendant as the administrator of David Young deceased the Intestate in the Pleadings in this

Deeds, Muniments and Writings which are in the Possession or Power of the Complainant relating to the said Mortgaged Property 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 Mis-application or non application of such Purchase Monies -

By the Court
Gilbt Ricketts
Regr

this Cause Named do, from and out of the effects of the said Intestate which now are, or shall hereafter come to his hands to be Administered (after deducting in the first place his Costs of this Suit, to be taxed by the Master) pay to the Complainant the Sum of one Thousand Six hundred and Twenty two Pagodas Twenty one Fanams and nine Cash with Interest thereon at and after the rate of Nine per Cent per Annum to be Computed from the Twelfth day of March in the Year one Thousand Seven hundred and eighty one - The said Sum of one Thousand Six Hundred and Twenty two Pagodas Twenty one Fanams and nine Cash appearing by an account Closed on the last mentioned day, and Sworn to and filed in the late Mayor's Court at Madras by the said David Young as the Executor of the Will of James Dicken deceased (in the Pleading Named) the Father of the Complainant to have been the Balance remaining in the hands of the said David Young as Executor as aforesaid and whereto the said Complainant is entitled, as the Residuary Legatee in the said Will Named; and that the said Defendant do forthwith deliver over to the Complainant all such Bonds, Bills, Notes, and other Securities for Money belonging to the said Estate of the said James Dicken deceased as are in the possession of the said Defendant as administrator as aforesaid; outstanding and uncollected by the said David Young in his lifetime - and it is lastly Ordered that the said Defendant do from and out of the said Estate of the said David Young pay unto the Complainant his Costs of this Suit to be taxed by the Master -

By the Court
John Shaw
Dpty Regr

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the Twenty second day of February one thousand eight hundred and Nine, and in the 48th 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 Bradie, Alexander Cockburn and Joseph Baker - Defendants -

This Cause Coming on this day for further directions, upon reading an Order of reference made therein bearing date the eighteenth day of November in the year one thousand eight hundred and five - the Report of the Master in Equity of this Court in pursuance thereof dated the eleventh day of the present Month of February and the Order of Court made on this day, Confirming the said Report

Supreme Court
Equity side
Paul James Dudley
Gentleman Plaintiff
William Hardett
Administrator of Paul James Young deceased -
Draft
Decree

Report, upon Hearing the arguments of Counsel on both sides, and on due Consideration had thereon - This Court doth Order and direct, that John Hugh Donald Ogilvie, Cecil Smith and Francis Alexander Grant, all of Madras Esquires, be appointed and they are hereby accordingly appointed Trustees for the Management and Superintendance of a Certain Charitable fund bequeathed in and by the Last Will and Testament and Codicil of Petrus Uscan deceased, in the Pleadings in this Cause Named, for Keeping in good and Substantial Repair a Certain Bridge, called Marmalong Bridge, and for other the purposes therein Mentioned; and Whereas the Master in Equity of this Court by his said Report hath certified that the said Bridge in its present State and Condition, is inconvenient and unsafe both for Horses and Wheel Carriages, and that it is highly

highly Expedient the same should be Widened and for that purpose, hath Submitted unto this Court certain Reports, Plans and Estimates made by Lieutenant Thomas Fraser the Engineer at present superintending and in Charge of the Public Works, at the Presidency of Madras, and further that a temporary Bridge should be constructed across the River as therein mentioned - This Court doth therefore further Order and direct that the said Bridge called Marmalong Bridge be Widened, altered, improved and Repaired, according to a certain Plan No 2. of the said Thomas Fraser, in the said Report mentioned, and that during the Execution of the said work, a temporary Bridge be built and constructed across the said River at the Ford called made there, by Pioneers in the Service of the Honble Company, and for carrying the same into effect, it is ordered that such sum or sums of money as shall

shall be from time to time required (not exceeding the Sum of Seven Thousand three hundred and Sixty Star Pagodas Fifteen Fanams and ten Cash, for the purposes mentioned, of Widening and altering the said Bridge, and the sum of three hundred Star Pagodas for the purpose of Constructing a temporary Bridge, as last mentioned) be paid to the said John Hugh Donald Ogilvie, Cecil Smith and Francis Alexander Grant, as such Trustees or to the Trustee or Trustee for the time being from and out of the Interest Monies which have accrued upon a certain Principal sum of one thousand and five hundred Star Pagodas bequeathed as aforesaid in and by the said Will and Codicil of the said Peters Uscan and now remaining in deposit in the Honble Company's Treasury, in Trust in this Cause, it appearing by the said Report of the said Master that such Interest Monies amount to the Sum of Nine Thousand three hundred and fifty one

one Star Pagoda Twenty one Fanams and Sixty Cash - and that the said Trustees do forthwith proceed in the performance and discharge of the said Trust, and that so soon as, and immediately after the Repairs, improvements and alterations hereby directed, shall have been made and completed, the said Trustees, or the Trustees or Trustee for the time being do render unto this Court an account of the Expences thereof - and it is further Ordered, that the Costs of all the Parties in this Cause be taxed by the Master and paid from and out of the residue, as far as the same shall extend, of the said Interest Monies so remaining in deposit as aforesaid, and if any balance of the said Costs shall remain due, then that the same be paid from and out of the subsequent accumulations of interest of the said principal Sum of one thousand and five hundred Star Pagodas - and lastly that the said Trustees, or the Trustees or Trustee for the time being be at liberty from time to time to apply to this Court for

for such Other and further directions as shall or may be deemed expedient and necessary, for the better and more effectually enabling them to fulfil and carry into execution the trusts, hereby in them reposed

By the Court
(signed) Gibbs Ricketts
Regr

His Majesty's attorney General
and to Nicholas Lee Esq.
Mr. Scott Esq.
Messrs
Wm Douglas Burke
& Alex.r Cockburn and
Dwight Baker -

Dft's Decree

In the Supreme Court of Judicature at Madras

Equity side

Saturday the eighth day of Sept.
one thousand eight hundred and
Nine and in the 49 Year of
the Reign of His majesty
King George the Third.
Between Philip Jacob Pitt
Complainant
and
Sargies Sahur and Thiracoo
arathoon — Defendants

This Cause coming on this day for
further directions, upon reading a Decree
Order made therein on the Twenty Sixth
Day of April in the Year one thousand
eight hundred and six = The Report of
the Master in Equity of this Court in
pursuance thereof bearing date the Twe
Day of February last, and the 2nd
the fourth day of the present month
April Confirming the said Report; Upon hea
the

the arguments of Counsel on both sides and on due Consideration had therein - This Court doth Declare that the Complainant and the Defendants in this cause as Executors of the last Will and Testament of Jacob Petham deceased the Testator in the Pleadings Named, are entitled in equal parts to the undisposed Residue of the Estate of the said Testator, and ~~for the purpose of making a division thereof~~; It is Ordered that the Complainant do forthwith deposit and pay into the Registry of this Court, the Sum of Two thousand five hundred and forty Star Pagodas nineteen fanams and Six Cash, being the balance appearing in and by the Report of the said Master to be in the hands of the said Complainant and due by him to the said Estate - and also appearing from the said Report that the Defendant Miracoose arathoon hath in his hands, and is indebted to the said Estate, in a balance or Sum of four thousand nine hundred and Twenty eight Star Pagodas forty four fanams and nine cash; it is Ordered that the said Defendant do forthwith pay into the Registry of this Court the said last Mentioned Sum - and that so soon as and immediately after the said two Several Sums of Two thousand five hundred and forty Star Pagodas nineteen fanams and Six cash, and fourteen thousand nine hundred and Twenty eight Pagodas, forty four fanams and nine cash, shall have been paid into this Court as aforesaid, the same together with

with the balance of a Sum of Twenty two thousand and Seventy five Pagodas Twenty five Fanams and forty eight Cash, hereto deposited, and paid by the Defendants Sargies Salur and all accumulations of Interest thereon, be divided between and paid to the said Complainant and the said Defendants in this Cause, share and Share alike, Subject however to the payments and directions hereinafter mentioned.- And Whereas there will be due and payable to Stephen Jacob Pettum, on the Eighth day of September now next ensuing, under the Will of the said Testator, a Sum of Two thousand Star Pagodas, and the said Stephen Jacob Pettum is until that period, entitled under the said Will to the Monthly Sums of Twelve Pagodas - This Court doth therefore direct that the said Sum of Two thousand Star Pagodas and the further Sum of One hundred & eight Pagodas being nine Months allowance, be set apart for the use of the said Stephen Jacob Pettum, and that from and out of the said One hundred & eight last mentioned Sum of Nine Pagodas the Sum of Forty eight Pagodas being the allowance of four Months in arrear be, paid to the said Stephen Jacob Pettum and that the residue thereof, and also the said Sum of Two thousand Star Pagodas be paid to the said Stephen Jacob Pettum as the Same shall respectively become due But that the Interest of the said Sum of Two thousand Star Pagodas be paid to the Complainants and Defendants in the proportion aforesaid - And there appearing to be still due and unpaid a

a Legacy of one hundred Rupees bequeath
by the Will of the Testator Jacob Pittum
to the Church of Ettmeegen
It is also Ordered that the said Sum
of one hundred Rupees be also set apart
for the use of the said Church and paid
to such persons or person as shall be
authorized and entitled to receive the same
And with respect to three several
Houses and a small Godown belonging
to the Estate of the said Testator Remain
=ing unsold, and which cannot by
Virtue of the directions in his said Will
Contained be sold until the death of the
Mother in law of the said Testator who
is still living - It is Ordered that
all or any of the parties in this cause
be at liberty hereafter, upon the death
of the Mother in Law of the said Testator
to apply to this Court for an order

to

to Sell the same Houses and Godown,
for the application of the purchase mon
arising therefrom or for such other ord
as shall be Necessary in the behalf -
and with respect to sundry debts and
balances due to the State of the said Test
which by the said Report of the Ma
appear to be bad and doubtful, it is ga
Ordered that the Complainants and De
Defendants shall from time to time
as the same shall have been be gotten i
and Received, render unto this Court an
Accounts thereof as well as of all suc
Other Sum and Sums of money belongi
to the said Estate as shall come into
their or any of their hands and posse
and be at liberty to apply to this Court
for such directions as shall be Necessa
concerning the same - And it is lastly or
Ordered that the costs of the Complainan

and

and Defendants in this Cause be taxed by the Master and paid out of the Fund in the hands of the Accountant General of this Court to the Credit of this Cause before any Division thereof shall be made between the Parties -

By the Court

John Rees

Dy Regr

In the Supreme Court of Judicature at Madras -

Equity side -

Tuesday the Twenty fifth day of July one thousand eight hundred and nine and in the forty ninth year of the Reign of His Majesty King George the third

Between Visvanaudom (an infant by his Paternal Uncle and next friend Moorogappa Modelliar) Complainants - and Sadaranga-patnam Sadeasapaty Modelliar, Mily appoo Modelliar and Paulany Narrain Sawmy Modelliar Defendants -

W. -

Bs.

This Cause coming on to be heard on the further directions reserved by the Decretal order of this Court made in this Cause on the fourth day of august in the year one thousand eight hundred and four, and also by the order made on the sixth day of May in the year one thousand eight hundred and six - Upon reading a Report of the Master to whom this Cause was referred bearing date the Twenty seventh day of March last - and upon hearing what was alledged by the advocates

on

on both sides, and on due Consideration had thereon - This Court doth declare that the Complainant is entitled to the Sum of Five thousand eight hundred and thirty one Pagodas Seventeen Fanams and fifty Seven Cash, which is payable by the Defendants for the Balance of their account of the Estate of the Testator Pombaiie Vellapah Moodelly in the Pleading named as appears in the second Schedule to the Master's said Report - It is therefore Ordered that the Master do tax the Defendants their Costs of this Suit - and that Subject to and deducting the Sum of the same Costs taxed and allowed as against the Complainant - the Defendants do forthwith pay ~~in~~ the ~~Complainant~~ Registrar of this Court the ~~said~~ Sum of five thousand eight hundred and thirty one Pagodas Seventeen Fanams and fifty seven Cash ~~the Costs of the Complainant as between him the Defendants and Complainant in the Suit to be taxed by the Master and Complainant to have his remedy over for the same against the Defendants~~ which shall then remain due for the balance of the said account and that the Defendant do forthwith deliver over to the Complainant all Securities for Money belonging to the Estate of the said Testator Vellapah Moodelliar which shall be in the possession or power of them or any of them whether

*Suit to be taxed by the Master, he thereupon paid to the said Complainant or his Solicitor from and out of the said balance and the residue thereof (if any)

whether such Securities shall be in the name of the said Testator, or in the name of the Testator Sadaringapatnam appoo Moodelly in the Pleadings also named or in the names or name of the Defendants or any of them - and also that the Complainant be at liberty to receive from the Register of this Court all Securities in his hands (other than those of the Honble Company) belonging to the said Estate of the Testator Vellapah Moodelly and that for the purpose of realizing such Securities the Complainant be at liberty to use the Names or Name (as there shall be occasion) of the Defendants or any of them, the Complainant indemnifying the Defendants from all Costs by reason thereof - and it is further ordered that the Defendants do also deliver forthwith to the Complainant all articles of furniture and other Specifick Property of the Estate of the said Testator Vellapah Moodelly and also all Vouchers and Writings respecting the administration

of

of the same Estate by them or their said Testator Sadaseeng apathan Appoo Mudelly and that the Complainant upon his attainment of the age of Twenty one Years, be at liberty to apply to this Court for the payment and delivery of all such sums and sums of money and effects of the Estate of the said Testator Pombavie Vellapah Mudelly as shall have been or may be invested in Securities of the East India Company or deposited in their Treasury at Fort St. George or in the Registry of this Court in Trust for the said Complainant in pursuance of the directions in that behalf contained in the said Decretal Order of the Sixth day of May in the said year of our Lord Thousand eight hundred and Six.

By the Court.
(signed) Gilbt Ricketts
Regr

In the Supreme Court at Madras

Equity side

In the ninth year of the Reign of George the Third
Mastry - - -

mentioned - and it is further ordered that the Defendant do account before the Master for and in respect of all sum and sums of money received by him as the purchase money of one half part of a certain Garden belonging to the Complainant containing sixteen Grounds, and in the pleadings also mentioned from the several purchasers thereof respectively, and for Interest on the said several sums at the like rate of Twelve per Cent per annum from the dates of the respective payments thereof to the Defendant, and also for and in respect of the purchase money of the residue of the said Garden by Vadivegoo Vellauel Canacapally Sawmy Naicker and the said Defendant together with Interest thereon at the like rate from the day of the ~~actual sale of the~~ purchases thereof and according to the terms of the Bill of sale duly executed by the said Defendant as much in the Bill as in Pursuance of a certain Agreement in writing bearing date the day of ~~and made between the said Defendant and the Complainant~~ & answer in this Cause - and that the said Master do also take an account of all Sum and Sums of Money received, gotten in and Collected by the Defendant or by any other person or persons by his order, or for his use for and in respect of Rents or arrears of Rent for the hire, use, and occupation by any person or persons, of all or any Houses Godowns, Shops or Boutiques belonging to the Complainant and do charge the Defendant with Interest at the like rate of Twelve per Cent per annum from the several and respective days on which the same Sums of money, Rents or arreas of Rent shall appear to have been paid to, or received by the said Defendant or by any other person or persons as aforesaid - and that the said Master do enquire and ascertain whether any and what Sums of Money were at any time and when paid, disbursed or Expended by the Defendant or by any other person or persons, by his direction, privity or Consent, for and on account, or for the use of the Complainant, or of the maintenance and Support of his family at Madras or elsewhere and whether such payments and disbursements or any and which of them were in the first instance deducted and retained by the Defendant or by any other person or persons as aforesaid, from and out of the said Rents or arrears of Rent paid to, or collected in and received by the Defendant as aforesaid - and if it shall appear that such payments and disbursements were not so deducted and retained, then that the said Master do take an account of the same, and of the dates thereof respectively, and Calculate and allow Interest thereon, at the like rate of Twelve per Cent per annum, from the respective periods at which the same sums of money were so paid, disbursed and Expended - and the Defendant is to produce before the Master all Receipts Vouchers and documents in his possession or power relating to or Connected with the said payments and disbursements or any of them and substantiate and prove the same, by the Examination, upon Oath, of one or more Credible Witnesses before the said Master, who is hereby at liberty to Examine the said Witnesses accordingly, upon Interrogatories, or otherwise as he shall think fit - and this Court doth further direct that the Master be at liberty to Examine the Complainant and Defendant in this Cause or either of them, upon Oath on Interrogatories or otherwise touching all or any of the matters hereby referred to him, and the said Parties are to produce to and leave with the said Master upon oath if required all such Books, Bills, receipts, accounts, Vouchers, Bills of Sale, Cowles, grants, agreements 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 said matters so referred - and that upon taking the Account hereby directed, the said Master do ascertain and report to this Court, if any, and what balance be due from the Defendant to the Complainant or from the Complainant to the Defendant

Defendant - 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
signed Gilbt Rickells
Regr

Supreme Court
Equity side
Shake Dawoojee Marky
&
Parayhollan Mawy deity

Decree

In the Supreme Court of Judicature at Madras

Equity side

Monday the Seventh day of
August one thousand eight hundred
and nine and in the 49th Year
of the Reign of His Majesty
King George the third

Between Francis de Silva
Complainant
and
Careyvadoo Vencatarainga Pillay
Defendant

Whereas Process to the Extent of a Sequestration
hath been awarded against the said Defendant for
want of appearance and by an order of this Court of the
Instant it was ordered that the said Bill of Complaint
be taken pro confesso against the said Defendant and
Now on the Motion of Mr. Anstruther on the part of the
Complainant, that the Court will be pleased to pronounce
Decree according to the prayer of the said Bill; and upon
reading the aforesaid order of the fifth instant, and the
the Bill of Complaint in this Cause, Ordered and
that it be referred to the Master of this Court to take
an account of the Principal and Interest Money
to the Complainant, upon the Mortgage Bond of the
Defendant in the ~~pleadings in this Cause~~ Bill mentioned
and that the said Master do also tax the
Complainant his Costs of this Suit — and that the
said

said Defendant do forthwith 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 b
made on this Reference, shall appear to be due to th
said Complainant, for Principal, Interest and Cos
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 the
Space of one Month after service of a Copy of this
Order and of the Master's Report that shall be
made thereupon on the said Defendant either perso
or by leaving such Copies at his dwelling House
usual place of abode) that the said Master do forth
proceed to a Sale of the Garden House, Godown,
Grounds, Gardens Buildings & premises which are char
by way of Mortgage by the said Mortgage Bond in
the ~~Pleadings~~ Bill mentioned, such Sale to be made
his privity and under his direction and that the sai
Defendant and all other proper parties do join in su
Sale and in such Conveyances and assurances to a
Purchaser or Purchasers as shall be by such Pur
or Purchasers required and as shall be approved
the said Master, and that out of and from the purch
Monies and proceeds of Sale of the same premises
all Expences incurred in, or in consequence of the
Sale be discharged, and that the residue of the same
purchase

purchase Monies and proceeds or so much there
shall be sufficient to satisfy the Sum of Pou
Money, Interest and Costs due to the Complainant September
paid to the Complainant or his Solicitor in total or p and
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 Regis
of this Court, and subject to the future order of t
Court and that all Deeds, Muniments and
Writings which are in the Possession or power of the
Complainant relating to the said Mortgaged. Prem
be delivered over to the Purchaser or Purchasers
thereof, after payment by him or them, of his o
their purchase Monies, and the Report of this or
their purchase having been duly Confirmed
and that after payment of his or their purc said
Monies according to the directions of this ord
Decree such Purchaser or Purchasers be
not liable to see to, or be accountable of
the application, misapplication or no under
application of such purchase Monies in
ferred

By the Court

(signed) John Shaw Dy Regr

Supreme Court
Equity side
Francis de Silva
&
Cattywadoo Venkatasingen
Pillay -

Depts Decree

In the Supreme Court of Judicature at Madras -

Equity side

Thursday the Fourteenth day of September
one thousand eight hundred and nine and
in the forty ninth year of the Reign
of His Majesty King George the
Third Between Maureappa modelly
Complainant -
and
Connatore Anantiar Braminy and
Connatore Venkataracmear Braminy
Defendants -

Whereas Process to the Extent of a Sequestration hath
been awarded against ~~us~~ the ~~said~~ Defendants for want
of appearance and by an Order of this Court of the fourth
day of September instant it was ordered that the ~~said Bill~~
~~of Complaint~~ Complainants Bill should be taken pro Confesso against the said
Defendants - This now, on the Motion of Mr. Marsh
on the behalf of the Complainant 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 fourth 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 Complainant
upon the Mortgage Bond of the Defendant Connatore
Anantiar Braminy in the Bill mentioned and that
the said Master do also tax the Complainant his
Costs

Costs of this suit and that the said Defendants Comatore ananbien Braminy and Comatore Vencataraumiar Braminy do pay unto the Complainant 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 Defendants or one of them 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 thereupon on the said Defendants either personally or by leaving such Copies at their respective Dwelling Houses or Usual place of abode) that the said Master do forthwith proceed to a Sale of the Repair House, Ground and Premises which are charged by way of Mortgage by the said Mortgage Bond in the Pleadings Mentioned, such sale to be made with his privity and under his direction and that the said Defendants 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 the Expences incurred in or in consequence of the said sale

be

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, 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 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, mis-application or non-application of such purchase Monies -

By the Court

(signed) Gilbt. Rickitts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Friday the Twenty second day of September
one thousand eight hundred and nine
and in the forty ninth year of the Reign
of His Majesty King George the
Third Between Magdelena Johannes
Babiek otherwise Baboom and John
Babiek her son by the said Magdelena
Johannes Babiek his Mother and
next friend — Complainants
and
Roza Johannes Baboom, and
Alexander Anstruther, Joseph
Gerlin and George Arbuthnot
Executors of Frances Lautaur
deceased — Defendants

This Cause coming on to be heard and debated
upon the Bill and answer 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 Roza Johannes
Baboom thereto — and the Joint and Several answer of
the Defendants Alexander Anstruther, Joseph Gerlin
and George Arbuthnot — 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 it be —
referred to the Master of this Court to take an account
of

Supreme Court
Equity side

Mauraya Muthy
Pomatore Anantier
Pranimy and Comandoo
Canakaraunier Pranimy

Drafts
Decrees

of a Certain Principal Sum of Eighteen Thousand Pagodas paid to and vested in the Defendant Roza Johannes Babaam and Francis Lautaur deceased the Testator of the Defendants Alexander Anstruther, Joseph Gestin and George Arbuthnot, in the Bill named under and by Virtue of the Indenture or deed of Settlement in the Bill mentioned, for the purposes and subject to the trusts thereon expressed and of all interest profits and other advantages that have been received or made thereof by the said Defendant Roza Johannes Babaam and the said Francis Lautaur in his lifetime or by either of them, and by the Defendants Alexander Anstruther, Joseph Gestin and George Arbuthnot since the death of the said Francis Lautaur and how and in what manner the same Principal Sum together with the Interest profits and other advantages which have accumulated thereon have been made thereof have or hath been placed 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 Defendant Roza Johannes Babaam or of the Defendants Alexander Anstruther, Joseph Gestin and George Arbuthnot as the Executors of the said Francis Lautaur or of any of them - and the said Master is to take the said accounts the said Master do make unto the Parties all just allowances - and the said Master do also take an account of all Claims and demands which have been heretofore made and are preferred by any person or persons and do now exist, upon and in respect of the Interest money and profits arising from the said Principal Sum or any part thereof, by Virtue of any transfer or assignment or transfers or assignments of the same from Antony Babick the Husband of the Complainant Magdelena Johannes Babick in the Bill named and the said Complainant Magdelena Johannes Babick or either of them, and the nature extent and particulars of such Claims and demands respectively - and that the said Master do also ascertain and report to this Court whether the said Antony Babick is now living and residing with his Wife and Family, and if not where and where he last lived and resided with them - and whether the said Antony Babick hath for any and what reason absconded from the Jurisdiction of this Court, or of any other British Courts of Judicature in India and at what place or Country he is now dwelling and whether any and what Accounts have been received of or from the said Antony Babick

Babick, by any person or persons, since the period of his departure from his family, and whether the said Antony Babick upon quitting his said family or at any time previous or subsequent thereto, left any and what sum of money or other provision for the maintenance and support of his said family, if not, that the said master enquire into the state of the family of the said Antony Babick, and of the situation and pecuniary circumstances of the Complainant Magdelena Johannes Babick and report to this Court what in his opinion may be a reasonable allowance to be made to the Complainant Magdelena Johannes Babick from and out of the Interest monies arising from the said Principal Sum of eighteen thousand Pagodas for the maintenance of herself and for the maintenance and Education of her son the other Complainant John Babick during the absence of the said Antony Babick from his family with liberty to the said Complainant Magdelena Johannes Babick, from time to time as the Expences of the said John Babick shall require an accumulation, by reason of his advance in years and towards the Completion of his Education, to apply to this Court for an

increase

increase of the said allowance - and this Court doth direct that the said master be at liberty to Examine the Complainant Magdelena Babick and the Defendants in this Cause and all other Proper Parties upon oath, on Interrogatories or otherwise touching all or any of the matters to him hereby referred - and that he said Parties do produce to and leave with the said Master (upon oath, if required) all Books, Papers, Vouchers, Documents, accounts, Letters, and writings in their or any of their Custody, Possession, or Power, touching or in any way relating to or connected with the said matters or as aforesaid referred, or any of them - and that the said Master have 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
(signed) Gilbt Ricketts
Regr

x2-

In the Supreme Court of Judicature at Madras

Equity side

Saturday the thirtieth day of September one thousand eight hundred and nine and in the forty ninth year of the Reign of His Majesty King George the Third Between Alexander Kennedy and Harriet his wife, late Harriet Ure - widow - Complainants and Henry Rupel, John Blair and John Binny - Defendants

This Cause coming on this day to be heard and debated upon the Bill and Answer in the presence of the advocates learned on both sides - upon reading the Bill of Complaint Exhibited by the above named Complainants and the Joint and Several answer of the Defendants - and upon debate of the matter and hearing what was alledged by the Counsel on both sides - This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that it be referred to the Master to Consider and report the Names of three or more persons whom he may deem proper to be appointed Trustees for the purpose of taking Charge and possession of the Estate and Effects of the Testator George Ure, in

Supreme Court
Equity side
Magdalene Johnson
Patrick Ure
&c &c
Ross Johnson Baldwin
Alexander Anderson &
others

Copy
Decree

in the Pleadings of this Cause named under and subject to the trusts declared and expressed in and by the Will of the said Testator in the Pleadings also mentioned And that the said Defendants Henry Russel and John Binny do endorse over and deliver unto the Trustees or any one of them as shall be appointed by Virtue of this Reference, the two several Setts of Bills of Exchange referred to in the Exhibits B annexed to the Answer of the said Defendants and respectively drawn by the Order of the Government of Fort Saint George upon the Court of Directors of the East India Company in London and payable to the said Defendants Henry Russell and John Binny one for the sum of Three Thousand Six Hundred and Twelve Pounds and Ten Shillings and the other for Two Thousand and Ten Pounds and five Shillings and do also endorse and and deliver to such Trustees or any one of them as aforesaid the other Sett of Bills of Exchange also mentioned in the said Exhibit B and drawn by Messieurs Francis Lawe & Co on Thomas Coutts & Co in London in favor of the said Defendants Henry Russell and John Binny for one Thousand Nine Hundred and fifty Pounds, which Sums, when and the same shall be received by the said Trustees

The said name is made to the said, it ought to have been Lt. on the pleadings

John Binny Russell Rep

Trustees are to be by them held and applied under and subject to the trusts Contained in the said Will of the said George Ure - And so much of those Sums as the said Complainant Harriet Kennedy may not be entitled to receive shall be invested in the public Funds of Great Britain in the Names or Name of the said Trustees or of the Survivor or Survivors of them to be held under the Trusts in the said Will mentioned - And it is further Ordered that the Costs of all Parties in this Cause be taxed and paid out of the Balance or sum of Nine Hundred and Twenty four Pagodas Nineteen Fanams and forty six Cash admitted by the Defendants in the Schedule A annexed to their answer to be in their hands as Executors of the said George Ure deceased and that the residue of the said Sum and also all other Sum and Sums of Money that may hereafter come to the hands of the Defendants, as such Executors or of any of them, be by them paid over to the said Trustees or to any one of them - and it is lastly Ordered that the Complainants and the said Trustees respectively or the Survivors or Survivor of them and all other necessary Parties shall

shall and do from time to time and at all times when
thereto required join in and Execute a Declaration
or Declarations of the Trusts of all Sum &
Sums of Money that shall or may come to their
or any of their Hands as Trustees appointed
by this Court, by Virtue of this Decree -

By the Court
(signed) Gilbs Rickitts
Regr

In the Supreme Court of Judicature at Madras

Equity Side

Monday the Sixteenth day of October 1809 and in the 49 Year of the Reign of his Majesty King George the Third Between Philip Marcar Sheriman Jacob Marcar Sheriman David Marcar Sheriman and Mereyea Marcar Sheriman ——— Complainants

and

Johannes Stamier — Defendant

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 upon reading the Bill of Complaint and the Answer of the Defendant thereto, 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 Court to take an Account of the Estate of the Testator Johannes Manoel Sheriman in the Pleadings named and of all Sum and Sums of Money and Securities for Money that have come to the hands, possession or power of or been received by the Defendant or by Strathoon Jacob deceased (in the Bill named) as Executors of the Will of

Supreme Court
Equity side
Alexander Kennedy
& Harriet his wife
Cate Kennedy, widow,
Plaintiffs
Binny Pringle & John
Plaintiffs
Binny
Draft Decree

of the said Johannes Manuel Sherman 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 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 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 Interrogatories, touching the said Estate of the said Johannes Manuel Sherman and the receipt and disposal of the same or of the rents, Issues and profits thereof by the said defendant or by the said Strathoon Lee deceased in his life time 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 Bonds Bills, Notes, and other Securities for Money, Bills of Sales Deeds, Agreements, Mortgages or other Documents relating to the said Estate and also all Books of Account, Papers and other writings in his Custody, possession or power, belonging to the same or in any Manner relating thereto or connected therewith; and that the Complainants

or

or any other person or their behalf be at liberty to inspect, Examine and take Copies of or Extracts from the said Books Papers, accounts and writings or any of them.- And it is further ordered that the said Master do enquire into the State of the respective families of the Complainants and whether the said Complainants, or any and which of them are or is married and whether there be any child or Children of such their or his respective Marriages and the Name, Sex. and age of such child or children 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 after the said Master shall have made his Report.-

By the Court

(signed) John Shaw
Dpty Regr

Supreme Court
Guilty side
Philip Marcar
Plaintiff's Attorney
vs
Solomon Simeon

Copy
Decree

In the Supreme Court of Judicature at Madras -

Guilty side

Monday the Sixteenth day of
October one thousand eight hundred
and nine and in the forty ninth
year of the Reign of His majesty
King George the third Between
Adrian De Fries, John De Fries
and Lewis De Fries, Sargeons
Sutur, John De Monde and
Christopher Briethaupt
Complainants
and William Abbott and Richard
Arthur Maitland — Defendants

This Cause coming on this day to be heard and debated
upon the Bill and answer 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
Answer of the Defendants thereto — 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 to take an account of the principal and
Interest Monies due to the Complainants upon the
Bond or obligation of the Defendants in the Pleading
mentioned and to tax the Complainants their costs
of this Suit — and that the Defendants do pay
unto

unto the Complainants in discharge of the said 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 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 within the Space of one Month after service of a Copy 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 Bond or obligation (in the Pleadings mentioned) of His late Highness Ondut ul Omrah Bahauder Nabob of the Carnatic bearing date the first day of January in the year One thousand seven hundred and ninety six in favor of the Defendant Richard Arthur Maitland for the principal Sum of Seventy five thousand Nine hundred and eighty two Madras Pagodas, which is charged by way of Mortgage by the Deed Poll of assignment (in the Pleadings also mentioned) from the Defendants to the Complainants such sale to be made with the privity of the said Master and under his direction - and that the said Defendants and all other proper Parties do join in such Sale and in such Deeds assignments 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 the Nett proceeds and Monies arising from such sale, 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 said Complainants or their Solicitor in total or partial satisfaction, as the same may extend of such Sum of Principals, 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 the said last mentioned Bond or obligation of His said Highness Ondut ul Omrah Bahauder and all Vouchers, Documents, Securities, Papers and Writings which are in the possession or power of the Complainants or of the Defendants relating thereto

or

on to the Contract or Consideration for the same, 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 Money —

By the Court
Gilbt Ricketts
Regr

Supreme Court
Guilty side

Agamal &c Plts
Kottiss
&
William Abbott
Pottery

Dfts
Decree

In the Supreme Court of Judicature at Madras
Guilty side

Monday the Sixteenth day of October one thousand eight hundred and nine and in the Forty ninth Year of the Reign of His Majesty King George the third Between Sarguis Sahur Sole 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 in the presence of the advocates on both sides to be heard, upon the further directions reserved by a Decretal Order of this Court of the Twenty seventh day of July in the Year one thousand eight hundred and five upon reading a Report of the Master to whom this Cause was referred bearing date the Thirteenth day of September last upon 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

Decree and it is accordingly ordered and Decreed
that the Bill of Complaint filed in this
Cause do stand & be dismissed with Costs—

By the Court
Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Monday the Sixteenth day of October one thousand eight hundred and nine and in the forty ninth year of the Reign of His Majesty King George the Third Between

Sadachella Pillay - Complainant

and

Vencatachella Pillay, Ramasawmy Pramaniy, Mastich Moodelly and Calingaray Moodelly - Defendants

This Cause coming on to be heard, upon reading the Bill of Complaint and Subsequent Pleadings together with the Depositions of Witnesses on the Complainant's part Vencatachella Pillay and Calingaray Pillay on the part of the Complainant - and the order of Court of the first day of August one thousand eight hundred and four directing the Complainant's Bill to be taken pro confesso as against the Defendant Vencatachella Pillay 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 this accordingly ordered and Decreed that there be a partition of all the Property belonging to the Complainant and the Defendant Vencatachella Pillay

in

Supreme Court
Equity side
Sadachella Pillay Complainant
against
Vencatachella Pillay & others Defendants
Bill filed 16th October 1809
Decree of Injunction &c
Enrolled
Decree

Mr. Ramaswamy
Mr. Ramaswamy
Mr. Ramaswamy

in this Cause and that one Moiety thereof be allotted to the Complainant to hold to him and his Representatives in Severalty and the other Moiety thereof to the said Defendant Vencatachella Pillay to hold to him and his Representatives 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 Gift from any one or by Descent or otherwise Ex-parte Materna 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 Exertions 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 & his Representatives or Representatives and the other Moiety is to be divided in equal Shares between such individual and the other men 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 Vencata Ramah Pillay deceased in the Pleadings named, which since the death of the said Vencata Ramah Pillay have been possessed by, or have come to the hands of the Complainant and the Defendant Vencatachella Pillay or either of them or to the hands of any other person or persons in trust for them or either of them or by their Order or with their privity or procurement, and also of all Sum and Sums of Money and Estate acquired by the said Complainant and the said Defendant Vencatachella Pillay 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 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 do at liberty to Examine the Complainant

Complainants and the said Defendants Encachellella Pillay, Ramaswamy Brainny, Moothiah Moodelly & Collingaray Moodelly, 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 Books, Bills, Notes and other Securities for Money, Bills of sale, Grants, Deeds, ~~Bonds~~ Awards, agreements, Assignments, Mortgages or other Documents relative to the said Estates and all Books of accounts, Papers, Cadjans and other Writings in 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 the Complainant or the Defendant Encachellella Pillay or of any other person

or

or persons in trust for them or for their use, is are not liable and subject to partition or 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

signed Gilbt. Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Equity side

Monday the Sixteenth day of October one thousand eight hundred and nine and in the forty ninth year of the Reign of His Majesty King George the Third Between William Gillon - Complainant -
and
John Mitford - Defendant -

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 this Court of the Twenty Sixth day of September in the year one thousand eight hundred and eight - upon reading a Report of the master to whom this Cause was referred bearing date the Twelfth day of September now last past - upon hearing what was alledged by the advocates on both sides, and on due Consideration had thereon - This Court doth Declare that the Complainant, subject to the deduction hereinafter mentioned, is entitled to the Sum of Twelve Thousand nine hundred

and

Supreme Court
Equity side
Mr Mitford Defendt
Mr Gillon Plff
Plaintiffs Attorney
Dorley

Dorley
Decree

and Sixty eight Pagodas, Twenty eight Fanams
and fifty six Cash, being two Thirds of
the Estate of the Testator Archibald Gillon
in the Pleadings named, and to the further
sum of Seven Thousand Nine hundred and
Seventy eight Pagodas one Fanam and
Sixty two Cash, being the one Sixth part
of the Estate of Charles Gillon in the Pleadings
also named as appearent in the third Schedule
to the Masters said Report of the Twelfth day
of September last - It is therefore
Ordered and Decreed that Subject to and
deducting the Sum of Nine Thousand and
Twenty five Pagodas Forty Fanams and
Nine Cash allowed to the Defendant -
in and by the said Report of the said
Master, the said Defendant do forthwith
pay unto the Complainant the balance
or Sum of Eleven Thousand Nine hundred
and Twenty Pagodas Thirty five Fanams
and Twenty Nine Cash in the same Report
and in the said third Schedule thereto
annexed

annexed Specified to be due to him
by the said Defendant for and in respect
of his two third parts or Shares of
the Estate and Property of the said
Archibald Gillon, and of one Sixth part
or Share of the Estate and Property of
the said Charles Gillon, and it is also
Ordered that the said Defendant do pay
unto the Complainant his Costs of this
Suit to be taxed by the Master -

By the Court

(signed) John Shaw
Dep^y Reg^r

In the Supreme Court of Judicature at Madras

Equity side

Monday the Sixteenth day of October one thousand eight hundred and nine and in the forty ninth year of the Reign of His Majesty King George the Third Between William Purcer - Complainant and William Douglas Brodie, John Tulloh and George McLeod Knox - Defendants

This Cause coming on this day to be heard and debated upon the Bill and answer 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 thereto - 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 Court to take an account of the Principal and Interest Money due to the Complainant, upon the Mortgage Bond of the Defendant William Douglas Brodie in the Pleadings in this cause mentioned - and that

Supreme Court
Equity side
William Purcer
Plaintiff
John Mitford
Agent
Pleader

that the said Master do also tax the Complainants his Costs of this Suit - and that the said Defendants William Douglas Brodie, ~~John Tullis and George M'Leod Hunter~~ do forthwith pay unto the Complainants 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 Complainants, for Principal, Interest and Costs and in default of the said Defendants ~~William Douglas Brodie or John Tullis and George M'Leod Hunter~~ 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 a Copy 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 and 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 his privity and under his direction; and that the said Defendants 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 Money 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 Money 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 his Solicitor in total or partial Satisfaction as the same may extend of such sum of Principal, Interest and Cost, 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 original Grants, Titles of Sale, Certificates, Deeds, Muniments of

and

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 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
(signed) Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras

Quitzeide

Saturday The Third day of February one thousand eight hundred and Ten and in the forty ninth year of the Reign of His Majesty King George the Third Between Mamalong Rungapah Naig — Complainant

and

William Abbatt and Richard arthur Maitland — Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants for want of an answer and by an order of this Court of the Second day of January last it was ordered that the Complainant's Bill should be taken pro Confesso against the said Defendants If is now on the Motion of Mr. Cahagan on the behalf of the Complainant that the Cause should be pleased to pronounce a Decree according to the prayer of the said Bill, and upon reading the aforesaid order of the Second January last, 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 Complainant upon the Mortgage Bond of the Defendants in the Bill mentioned and that the said Master do also tax the Complainant his Costs of this Suit and that the said Defendants do pay unto the Complainant in discharge of the said Mortgage Bond and of this Suit such sum of money as

as by the Master's 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 Defendants or one of them 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 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 House, Grounds and Premises which are Charged by way of Mortgage by the said Mortgage Bond in the Bill mentioned, such sale to be made with his privity and under his direction and that the said Defendants 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

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 the Bills of Sale, 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 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 mis-application or non-application of such purchase Monies —

By the Court
(signed) Gilbt Rickitts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Friday the Sixteenth day of February one thousand eight hundred and ten and in the fiftieth year of the Reign of His majesty King George the third

Between John Clare - Complainant -

and

Magdalena Storry - - Defendant -

This Cause coming on to be heard, upon reading the Bill of Complaint and Subsequent Pleadings together with the Depositions of Witnesses ~~on Publication~~ on the part of the Complainant ~~and the Depositions of Witnesses on the part~~ of the Defendant and upon debate of the matter and hearing what was alleged by the advocates on both sides and on due Consideration had thereon This Court doth declare that the Defendant was a Partner in the Trading Concern in the Pleadings mentioned jointly with the Complainant and was interested therein, and in all Profits and Losses thereof to the Extent of one third Share - It is therefore Ordered and Decreed that it be referred to the Master of this Court to take an Account of the said Partnership and of all profits or Losses which have accrued thereon and of and concerning all Sum and Sums of money Goods, Stock in trade, Utensils, Furniture and all other property belonging to the said Concern and of the Debts due and owing thereto - and also of all

advances

Supreme Court
Equity side
Mauritius Rumpfield Reg
William Elliott & Worden
Attorneys Marilan

Pages Parcell

advances, payments, disbursements and allowances made for the use or on account of the said Concern by the Complainant and Defendant respectively and of all sum and sums of money received therefrom by them or either of them, and of the Debts due and owing by the said Concern, and that the said Master do ascertain when and at what period the said Partnership as between the Complainant and Defendant was finally dissolved and the interest of the said parties respectively therein ceased and determined - and that the said Master be at liberty 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, Bonds, Notes, accounts, Vouchers, Documents, and other Papers, Codicils, and writings as may be in their or either of their Custody, possession or power on which they may be required to produce touching or in any way relating to the matters hereby referred to him - and that in taking the said accounts the said Master do allow unto the Parties on either side thereof, Interest at and after the rate of Nine 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

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) Gilb.t Ricketts

Regr

Supreme Court
Equity side
John Clare
Attorney
Magdalene Row

Draft Decree

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Seventeenth day of
February one thousand eight hundred
and ten and in the forty ninth Year
of the Reign of His majesty King
George the third Between Sibauga
Goundo Chittyar — Complainant
and
Cauvalchary Ponnapah Chitty
and Calatore Narsimah Chaurear
Defendants

This Cause coming on this day to be heard and
debated, upon the Bill and answer, 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 Cala
Narsimah Chaurear thereto — and the Order of Court
the thirtieth day of August last directing the Com
ants Bill to be taken pro Confesso as against the
Defendant Cauvalchary Ponnapah Chitty 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 Court to take an account
of the Principal and Interest monies due ~~to the Complainant~~
upon the several Mortgage Bonds of the Defendant Cavalchary
Ponnapah Chitty of the 7th day of Decr 1803 & of the Defendant Calatore Narsimah
Chaurear of the ninth day of January 1808 — To the Com

(in the ~~Bill~~ Pleadings mentioned) and that the said master do also tax the Complainant his Costs of this suit - and that the said Defendant Colatore Narsimah Chariar do pay unto the Complainant in discharge of the said last mentioned 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 Complainant for Principal, Interest and Costs, and (in default of the said Defendant Colatore Narsimah Chariar or of the said Defendant Couvelchary Pounapah Chitty, 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 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 place of abode) that the said master do forthwith proceed to a Sale of the several Joys, Jewels, Grounds, Dwelling House, Buildings and premises which are charged by way of mortgage by the said ~~Instrument~~ two several mortgage Bonds ~~in the Pleadings mentioned~~ or so much thereof as shall be sufficient for the purpose, such sale to be made with his privity and under his direction, and that the said Defendants 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

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, Bills of Sale or documents of title, Adjuncts ~~instruments in writing, list of Jewels Muniments~~ and other 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 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, mis-application or non-application of such purchase monies -

By the Court
(signed) Gilbt Ricketts
Regr

Supreme Court
Equity side
Ramasamy Govinda Chittyar
&c &c
Cannekesery Ramasamy
Chitty & Collector Mayi=
=nad Chavver -

Pro[illegible]
Decree

In the Supreme Court of Judicature at Madras

Equity side

Monday the Ninth day of April one thousand eight hundred and ten and in the Fiftieth Year of the Reign of His Majesty King George the Third Between John Chamier Esq^r Complainant

and

Judy Narrain Braminy the Heir, Nephew adopted son and only personal Representative of Kistnasawmy Braminy deceased Defendants -

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendant for want of an appearance and by an order of this Court of the fourth day of April instant, it was ordered that the Complainant's Bill charging the Defendant with Contempt against the said Defendant, should be taken pro Confesso against the said Defendant, and now on the Motion of M^r Anstruther on the part of the Complainant 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 fourth day of April 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 Complainant upon the ~~Mortgage~~ Bond of Kistnasawmy Braminy deceased in the Pleadings named, and that the said Master do also raise the Complainant his Costs of this Suit, and that the Defendant as the ~~Heir Nephew adopted son and only personal~~ Representative of the said Kistnasawmy

Kistnasawmy Brainey deceased do pay into the Complainants 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 Complainants 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 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 Defendant 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 said Houses, Grounds and premises which are charged by way of Mortgage by the said Mortgage Deed in the Heading Mentioned or such part or parts thereof as may be requisite; such Sale to be made with his privity and Consent & under his direction — and that the said Defendant and all other Proper parties do join in such Sale and in such Conveyances and assurances to the 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

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, 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 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 — and it is also ordered that if the proceeds of such Sale shall be found insufficient for the purpose of satisfying the whole sum of Principal, Interest and Costs as aforesaid then that the said Defendant do, within the space of one Calendar Month next after the final Confirmation of the Master's Report thereof, pay into the Complainants such sum of Money, as shall upon such sale appear to be deficient, out of the Estate of the said Kistnasawmy

Kistnasawmy Brahminy deceased, and in Case the said Defendant shall not admit assets for such last mentioned purpose, then, that the said Master do take an account of the Estate and Effects of the said late Kistnasawmy Brahminy or 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 as the ~~Heir, Executor, Administrator~~ and only lawful representative ~~as aforesaid~~, of the said Kistnasawmy Brahminy 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 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 Kistnasawmy Brahminy 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 and all other proper parties in this Cause upon oath, or Interrogatories touching the Estate of the said Kistnasawmy Brahminy

and

and the receipts and disposal 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 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 Kistnasawmy Brahminy - 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 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
(signed) Gilbt. Pickett
Regr

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In the Supreme Court of Judicature at Madras

Equity side

Monday the thirtieth day of April one thousand eight hundred and ten and in the fiftieth year of the Reign of His Majesty King George the third Between Chocapah Chetty the original Complainant and Cross Defendant — and Venkatachella Moodelly administrator de bonis non of Doowirendavelly Moodelly deceased the original Defendant and Cross Complainant — —

This Cause coming on to be heard on the further directions reserved by the Decretal order of this Court made therein on the fourth day of august in the year one thousand eight hundred and nine — upon reading the said Decretal Order, and also the Report of the Master to whom this Cause was referred bearing date the fifth day of April last — and upon hearing what was alledged by the advocate for the Complainant, and upon due consideration had thereon — It is ordered that it be referred back to the master to Calculate Interest upon the several Sums mentioned and specified in the first Schedule to his said Report annexed, at and after the rate of nine per Cent per annum, and to Certify and Report the same to this Court — and that the said master do also tax the Complainant his

Supreme Court

Equity side

John Chamier Esqr

Atty Norman Bonney

& Atty Norman Bonney

the heir, Nestor Adelphi

& Doo Doolly Kunna Chetty &c &c

=he Sons of Kishnasamy

Mannings &c.

Depst Decree

his Costs in the Original Suit, and all further directions are hereby reserved until the said Master shall have made his report—

By the Court
Gilbt Rich Clk Rec

Supreme Court
Equity side

Chinglepuh Arnachellum Chitty
&c &c
Arnachellum Chitty
admr &c &c &c Plts

Equity Order of
Reference to the
Master

In the Supreme Court of Judicature at Madras

Equity side

Wednesday the first day of August one thousand eight hundred and ten and in the fiftieth year of the Reign of His majesty King George the third Between Adrian De Frees, John De Frees, Lewis de Frey and Mary De Frey — Complainants

and

William Hogg — — — Defendant

This Cause Coming on this day to be heard upon Bill & Answer — upon reading the Bill of Complaint exhibited by the above named Complainants and the Answer of the Defendant thereto — and upon hearing what was alledged by the Advocate on the part of the Complainants and on due consideration had thereon — This Court doth think fit to order and Decree and doth accordingly order 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 in the Bill in this cause mentioned — and the said Master do also tax the Complainants their Costs of this Suit — and that the said Defendant do forthwith pay unto the Complainants 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 Complainants 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 the space of one Month after service of

of a Copy of this Order and of the Master's Report that shall be made thereupon on the said Defendant 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 several Pieces or parcels of Ground which are charged by way of Mortgage by the said Mortgage Bond, in the Bill mentioned, or of a Competent part thereof, such sale to be made with his privity and under his direction, and that the said Defendant 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 Carrying 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 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, Bills of Sale or Documents of title, Certificates and other 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 directions of this Decree, such purchaser or purchasers be not liable to see to or be accountable for the application, Mis-application or non-application of such purchase Monies —

By the Court

(signed) Gibbs. Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Guilty sides

Tuesday the eighteenth day of September one thousand eight hundred and ten and in the fiftieth year of the Reign of His Majesty King George the third

Between William Parr in his own right and as Executor of the last Will and Testament of Thomas Parr deceased, Samuel Parr and George Parr an Infant by the said William Parr his Brother and next friend - - - Complainants -

and

John Mc. Douall and Daniel Beale Defendants -

(By Bill of Revivor and Supplemental Bill)

F. R

This Cause coming on this day to be heard and debated upon the Bill and Answer 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 Answer of the Defendants John Mc. Douall and Daniel Beale thereto - 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

Supreme Court
Guilty sides
Between Parr & Ux
&
Wm Parr -
Defts Decree

doth think fit to Order and Decree and it is accordi-
-ly Ordered and Decreed that the Bill of Complaint
filed in this Cause do stand and be dismissed with
Costs-

By the Court
John Williams
Deputy Regr

N.

Supreme Court
Equity side
William Orr and
others
John Mac Donald
and another
Dep.t Copy Decree

In the Supreme Court of Judicature at Madras

Equity side

Thursday the Twentieth day of September
one thousand eight hundred and ten
and in the fiftieth year of the Reign of
His Majesty King George the third

Between Canacapully Narrasummall, Pedda
Rungamalle and Chinna Rungamall Nundoory
Complainants
and
Ramanjeelu Naick and Lutchmygrumall
Defendants

This Cause coming on this day to be heard, upon
reading the Bill of Complaint and subsequent Pleadings
together with the Depositions of Witnesses and an Exhibit
on the part of the Defendants, and upon reading also particular parts of the answer of the said Defendants to the
Bill of the said Complainants as evidence on the part of
the said Complainants - 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 this
accordingly Ordered and Decreed that it be referred to
the Master of this Court to take an account of the
Several Estates of Moodoo Kistna Naidoo, Puddy Naidoo,
Ramasawmy Naidoo, Bala Naidoo and Jagannaick Nundoory
(all since deceased) respectively in the Pleadings mentioned,
and of all sum and sums of Money and Securities for
Money, Joys, Jewels, Houses, Gardens, Grounds, Ships
or

or Vessels, Godowns, Bankshauls and other Property that shall come to the hands, Custody, Possession or Power of or have been received by the said Defendants Ramanjooloo Naick and Lutchemy Ummall respectively or of any other person or persons by the order, assent or privity or for the use of the said Defendants or either of them, and how and in what manner the said Several Estates or any or either of them have or hath been respectively 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 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 other proper parties in this Cause upon Oath on Interrogatories or otherwise touching the said Several Estates or any or either of them and of the Monies, increase, Profits, Rents, Freights and Income as have been made or derived by the said Defendants or either of them or by any other Person or Persons by their or either of their Order or for their or either of their use, and of the application and disposal thereof or of any part thereof 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, Bills, Notes and other Securities for

for Money, Bills of Sale, Grants, Deeds, agreements Mortgages Cadjans or other Documents relating to the said Several Estates, and also all Books of account Cadjans 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 the Complainants or any other persons on their behalf, be at liberty to inspect, Examine and take Copies of or Extracts from the said Books, Papers 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
John Williams
Depty Regr

(signed)

xS

In the Supreme Court of Judicature at Madras

Equity side

Thursday the Twenty eighth day of March one thousand eight hundred and eleven and in the fifty first year of the Reign of His Majesty King George the third Between Philip Marcar Shereman, David Marcar Shereman Philip Bartholome and Maria Theresa Marcar Shereman his wife and Elizabeth Sarad Marcar Shereman sole Executrix of the Last Will and Testament of Saria Marcar Shereman deceased — Complainants

and

Johannes Kamier Surviving Executor of the Last Will and Testament of Johannes Manuel Sheriman deceased — Defendant

By original Bill and Bill of Revivor,

This Cause Coming on this day to be heard for further directions — upon reading a Decretal Order made therein on the Sixteenth day of October in the Year one thousand eight hundred and Nine — The Report of the Master of this Court in pursuance thereof bearing date the Twentieth day of February last, and the Order of the Twenty Sixth day of the present Month of March Confirming the same — and upon hearing the arguments of Counsel on both sides, and on due Consideration had thereon; This Court doth Order and Decree that the Defendant Johannes Kamier do forthwith deposit and pay into the Registry of this Court the Sum of Five hundred and Six Rupees

Supreme Court
Equity side
Canacophilly & Kandasamiah
and others, Petitioners,
Petitioners
Ramanjooloo Maiah
&
Lakshmy Ammall
Respondents

nine Pagodas, thirteen Fanams and Seventy eight Cash, being the Interest appearing in and by the said Report to have accrued from the 30th. day of April in the Year one thousand eight hundred and eight, to the Twenty eighth day of October in the same Year, on the Sum of thirteen thousand eight hundred and forty seven Pagodas, and Twenty three Fanams, paid by the said Defendant, on the last mentioned day, as the balance in his hands of the Estate of the Testator Johannes Manuel Sheriman in the Pleadings named, after deducting five hundred Pagodas towards the Costs of this Suit and that as soon as, and immediately after the said Sum of five hundred and Sixty nine Pagodas, thirteen Fanams and Seventy eight Cash shall have been so deposited, the same together with the said Sum of thirteen thousand eight hundred and forty seven Pagodas and Twenty three Fanams and all accumulations of Interest thereon, be paid to the Complainants in the respective proportions in the said Report and hereinafter specified, Subject however to the deductions and directions hereinafter also mentioned - That is to say, to the Complainant Philip Marcar Sheriman the Sum of Nine hundred and fifty eight Pagodas, eight Fanams and fifty six cash, and all Interest which may have since accrued thereon, at the rate of eight per Cent per annum - to the Complainant David Marcar Sheriman the Sum of Nine hundred and fifty eight Pagodas, eight Fanams and fifty six cash with like

Interest -

Interest - to the Complainant Elizabeth Sarah Marcar Sheriman as the Executrix of the Will of the said Marcar Sheriman deceased, the Sum of one thousand eight hundred and ninety two Pagodas, Thirty six Fanams and two cash with like Interest - and to the Complainants Philip Bartholome and Maria Theroza Marcar Sheriman his wife, the Sum of Eleven thousand and seven Pagodas, Twenty six Fanams and forty Cash, with like Interest - upon the said several parties, and each of them, by themselves or by their representatives or attornies, duly authorised in that behalf granting and executing sufficient Receipts before the Master of this Court for such Sums which they shall so respectively receive, according to the tenor and purport mentioned and directed in and by the Will of the said Testator Johannes Manuel Sheriman to be approved of by the said master who shall certify the same to this Court - and with respect to the payments directed to be made to the said Elizabeth Sarah Stephen Sheriman and the said Philip Marcar Sheriman this Court doth Order that there be retained and Reserved therefrom a Sum or Sums to the extent of certain Process of Sequestration heretofore issued on the Plea side of this Court, against the said Sarah Marcar Sheriman at the Suit of Simon Agnez and of a certain other Process of Sequestration in like manner issued against the said Philip Marcar Sheriman at the Suit of Gregory Sam and upon

the

particularly mentioned in the answer of the Defendant John Sannier — And it is lastly Ordered that the Costs of the Complainants and Defendants in this Cause be taxed by the Master and paid out of the Funds in the Honble Company's Treasury — to the Credit of this Cause before any Division thereof shall be made between the Parties herein before mentioned; deducting from the Costs of the Defendant the Sum of five hundred Pagodas heretofore retained by him for that purpose —

By the Court
John Williams
Dpty Regr

In the Supreme Court of Judicature at Madras —

Thursday the Twenty Eighth day of March one thousand eight hundred and eleven and in the fifty first Year of the Reign of His Majesty King George the third

Equity side

Between Parattiethangal Moodelliar — Complainant

and

Gomastaun Doss — Defendant

Whereas by an Order of this Court made on the 27th day of March instant the Sheriff of Madras was directed that he should bring the Defendant into Court on this day — in Order to the said Defendant being charged a second time with the Bill — and Whereas in pursuance of such Order the said Defendant was this day brought before this Court — and having confessed ~~and Refused~~ the matters charged in the Complainants Bill ~~spoken in person and confessed the Debt~~ — It is now on the Motion of Mr. Compton on the part of the Complainant, that this Court will be pleased to pronounce a Decree according to the prayer of the said Bill — and upon reading the

the aforesaid Order of the 27th day of March 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 Money due to the Complainant
upon the Mortgage Bond of the Defendant in the
Bill mentioned and that the said Master do also
take the Complainant's Bill Costs of this Suit and
that the said Defendant do pay unto the Complainant
in discharge of the said Mortgage Bond and of
such such sum of money as by the Master's
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 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 Master's Report that shall be made
thereupon on the said Defendant, 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 & Premises which are
Charged

Transcribed
Charged by way of Mortgage by the said Mortgage
Bond in the Bill mentioned, such Sale to be
made with his privity and under his direction
and that the said Defendant and all other persons
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 Bills of Sale
Deeds, Assignments, Documents of Title and other
Writings which are in the Possession or
Power

Spanier 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 his 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 Mis-application or non applica-tion of such Purchase Monies —

By the Court

(Signed) John Williams
Deply. Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the thirtieth day of March one thousand eight hundred and eleven and in the fifty first year of the Reign of His Majesty King George the third Between Pompana Veera-nauda Modelliar — Complainant

and

Sumco Ramah Chitty and Veerana Chitty — Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants for want of their several Answers, and by an Order of this Court of the Twenty second day of March instant, it was Ordered that the Complainant's Bill should be taken pro Confesso against the said Defendants — It is Now on the Motion of Mr. Anstruther on the part of the Complainant, 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 Twenty second day of March 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 upon the Bond of Pommy Chinnatomby Chitty deceased the Intestate of the Defendant Veerana

Veerana Chitty dated the eighth day of June in the Year 1797 to the Defendant Suncoo Ramah Chitty - And that the said Master do also take an account of the Principal and Interest Money due upon the Bond of the said Defendant Suncoo Ramah Chitty of the first day of January 1804 to the Executors of the Estate of the Complainant's Father Pompava Vellapah Modelliar deceased (in the Bill Mentioned) and that the said Master do also tax the Complainant his Costs of this suit - and that the said Defendant Suncoo Ramah Chitty do pay unto the Complainant in discharge of the said last mentioned 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 Complainant for Principal, Interest and Costs And (in default of payment by the said Defendant Veerana Chitty of the sum of Money which shall appear to be due upon the first mentioned account 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 Defendant and also on the Defendant Suncoo Ramah Chitty 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 House and Ground which are charged by way of Mortgage by the said Bond of the said Pomny Chinnatomby Chitty such Sale to be made with his privity and under his direction, and that the proceeds of such Sale (not exceeding the Sum of Money which shall appear to be due upon the said first mentioned account) be paid to the Complainant or his Solicitor towards the discharge of such Sum of Money as shall be found to be due from the said Defendant Suncoo Ramah Chitty upon the account secondly herein before mentioned, and after the Payment and application of such proceeds, if any Surplus shall remain due upon the last mentioned account, that the said Master do in like Manner proceed to a Sale of the Grounds and Buildings which are Charged by the Deed Poll of Assignment by way of Mortgage of the first day of January in the Year 1804 from the Defendant Suncoo Ramah Chitty and in the Bill Mentioned, or of a Competent part thereof and that the proceeds of Sale of the Premises last mentioned be also paid to the Complainant or his Solicitor towards Satisfaction of such Surplus Debt and of the Complainant's Costs, and if any residue shall remain that the same be paid into the Registry of this Court, and Subject to the future order of this

this Court – and it is also ordered that the said Defendants Veeranah Chitty and Sumcoo Ramah Chitty and each of them as they shall be required, and all other proper Parties dejoin in such Sale or Sales as are herein before directed and in such Conveyances and assurances to a Purchaser or Purchasers as shall be by such Purchaser or Purchasers as shall be required, and as shall be approved by the said Master – and that all Deeds Bills of Sale, Certificates, Documents of title Cadjans and other 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 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

signed John Williams

Dep.ty Reg.r

In the Supreme Court of Judicature at Madras –

Equity side

Wednesday the Third day of April one thousand eight hundred and eleven and in the fifty first year of the reign of His majesty King George the third Between

Arcot Arumooga Chitty Complainant

and

Nyle Dowlah Bahauder and Hussamull Dowlah Bahauder Sons & personal Representatives of Syfun Mulk Bahauder dec.d Defendants

Whereas it appearing by an order of Court made on the 30.th day of March last that a writ of Sequestration which issued against the Defendant Syfal Dowlah Bahauder on the 1.st day of February last for want of his answer was returned on the 9.th day of the same month endorsed Sequestered a large Garden situated at Pudoopauk[illegible] otherwise called Chaultry Plain and known by the name of Syfun Mulks Garden the Property of the said Defendant – and that the Defendant Hussamall Dowlah Bahauder was a third time proclaimed on the 21.st day of March last to appear on or before the 25.th day of the same Month last that

the

the said Defendant Hasaamaall Daiclek Bahander
not appeared, and that the Com-
Bill should be taken pro confesso against the said
Defendants - It is now on the Motion of Mr.
Arbuthnot on the behalf of the Complainant that
Court will be pleased to pronounce a Decree accor
to the prayer of the said Bill, and upon reading
the aforesaid Order of the 30th March last and
also the Bill of Complaint in this Cause -
Ordered and Decreed that it be referred to
Master of this Court to take an account of the
Principal and Interest moneys owing due to the
- ant upon the instrument in writing in the Persian
Language purporting to be a Mortgage Bond of Syfun Mulk
Bahander deceased in the
Bill mentioned, and that the said Master do also
tax the Complainant his Costs of this Suit, and
that the said Defendants as the personal representa
of the said Syfun Mulk Bahander deceased, pay
unto the Complainant in discharge of the said Instrument
or 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 Defendants or either of them
Coming

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 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 Garden Ground & Premises
which are Comprised in & by the said Instrument
or Mortgage Bond and Bill & to be thereby charged on
such part thereof as may be requisite, such Sale
to be made with his privity and under his direction,
and that the said Defendants and all other proper parties
do join in such Sale and in all needful 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 Complain-
ant 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

has the same be paid into the Registry of this Court, to
subject to the future order of this Court - and that
all Deeds, Bills of Sale, Grants or Purwanahs
Muniments, agreements and other instruments in
writing 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 his or their Purchase being
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, Mis-
application or Non-application of such Purchase
Monies -
&c.

By the Court
(signed) John Williams
Dy Regr

In the Supreme Court of Judicature at Madras -

Equity side

Thursday the fourth day of April
one thousand eight hundred and Eleven
and in the fifty first year of the
Reign of His Majesty King George
the third Between Nacoda Chitty
Bommy Chitty Teagaray Chitty and
Yogapah Chitty the Sons Heirs
and Legatees of Chinna Bommy
Chitty deceased - Complainants

and

Chocapah Chitty & Arvenachella Chitty
the Surviving acting Executor of
Chinna Bommy Chitty deceased
Defendant

W.

This Cause coming on this day to be heard, upon
reading the Bill of Complaint and Subsequent Pleadings
together with the Depositions of witnesses and Exhibits
on the part of the Complainants and Defendant
respectively - and upon reading also particular parts
of the Answer of the said Defendant to the Bill
of the said Complainants as evidence on the part
of the said Complainants, and upon debate of the
Matter and hearing what was alledged by the
advocates on both sides, and due consider-
-ation had thereon - This Court doth think

fit

sist to Order and Decree and it is accordingly Ordered and Decreed that it be referred to the Master of this Court to enquire and ascertain whether any Sum or Sums of Money and to what amount was or were due and owing from Nagapah Chitty deceased in the Bill named at the time of his death to the Estate of Chinna Bommy Chitty deceased the Father of the Complainants in the Bill also named, upon or by Virtue of the two several agreements of the said Nagapah Chitty bearing date respectively the 5th day of May in the year one thousand Seven hundred and Ninety four and in the Pleadings of this Cause particularly mentioned being the Exhibits A and B annexed to the Bill or of either of them — and whether the Defendant as one of the Executors of the will of the said Bommy Chitty took any and what means and used due deligence to get in and recover or did at any time and when get in and recover the said Sum or Sums of Money or any and what part thereof, and that the said Master do also enquire and ascertain the Cause or Causes why such Money (if any due) was not gotten in Recovered or received by the said Defendant as such Executor as aforesaid and that for the purpose of this reference the said Master be at liberty to Examine the said Defendant upon oath on Interrogatories or otherwise as he shall think proper — and that the said Defendant do produce to and leave with the said Master (upon oath if required) all Books, Papers, Vouchers, Documents and Writings in his Custody possession or power touching or in any manner relating to the Matters hereby to him referred — and all further directions and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report —

F. R.
M. V.

By the Court
(signed) John Williams
Deputy Regr

Supreme Court
Equity side
Macauley Esqr and others
vs
Chocalingum Chetty Annamallie
Chetty & another

Copy of Decree

In the Supreme Court of Judicature at Madras -

Equity side

Tuesday the ninth day of April
one thousand eight hundred and Eleven
and in the fifty first year of the
Reign of His Majesty King George
the third Between Christian
Dobler — Complainant
and
Michael Kirakoos, Joseph
Gestin and George Arbuthnot
Defendants

This Cause coming on this day to be heard,
upon reading the Bill of Complaint and Subsequent
Pleadings together with the Depositions of Witnesses
on the part of the Complainant - And upon reading
also particular parts of the Several answer of the
said Defendant Michael Kirakoos and also the
whole of the Joint and Several answer of the Defendants
Joseph Gestin and George Arbuthnot to the Bill
of the said Complainant as Evidence on the part
of the said Complainant - 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

to Order and Decree and this Accordingly Orders and Decreed that it be Referred to the Master of this Court to take an account of all sum and sums of Money, Securities for Money, Houses, Lands, Goods, Merchandizes and other Property and Effects belonging to the Complainant, that have at any time come to the hands, possession or power of or been Received by the Defendant Michael O Kirakose or that have come to the hands of any person or persons for the use or on account or with the privity of the said Defendant, and how and in what Manner, the same Monies, Securities for Money, Houses, Lands, Goods, Property and Effects have or hath been applied and disposed of and how much and what part or parts thereof doth or do now remain in the hands, possession or power of the said Defendant, or of any other person or persons in trust for him or for his use or by his directions and that in taking the said account, the said Master do charge and allow unto the Parties on either side Money Interest at and after such rate as he shall deem reasonable and do make unto them respectively all other just allowances, and that the said Master be at liberty for the purpose of this Reference to Examine the Complainant and Defendant and all other proper parties and witnesses, 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 manner relating to the matters hereby to him Referred - 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 as between the Complainant and the Defendant Michael Kirakose are hereby Reserved until after the said Master shall have made his Report - and it is lastly Ordered that the Costs of the Defendants Joseph Geslin and George Arbuthnot in this Cause be

Taxed

taxed by the Master and paid to them or their Solicitor from and out of the Funds remaining in the Treasury of the Honble Company to the Credit of this Cause -

By the Court
(signed) Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Monday the thirtieth day of September one thousand eight hundred and eleven and in the fifty first year of the Reign of His Majesty King George the third Between Stephen Marcar Baboom, Stephen Johannes and Jacob Nazar Shamier Guardians of the Armenian Church and Superintendants of the Armenian orphans at Madras - Complainants -

and

Suied Seth the Executor of the Will of Seth ter Auies - Defendant -

Ed
Guilty side

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendant for want of an answer and by an Order of this Court of the Twenty first day of September last it was directed that this cause should be set down for hearing in order to the Complainants Bill being taken pro Confesso against the Defendant - If is Now on the Motion of Mr Compton on the part 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 Twenty first day of September last - The Bill of Complaint in this Cause - The

Subpoena

Subpana issued against the Defendt to hear Judgmt
directed to the Defendt
in this Cause, and also the Affidavit of Rich
Donovan of Service of the said Subpana on the Defe
and on his Solicitor — Ordered and Decreed that
it be referred to the Master of this Court to take an
account of the Principal and Interest Money due
to the Complainants upon the Bond in the armenian
Language Executed by Anna Sethter anict
deceased in the Bill named in favor of Carden Gaspar Este
Chief
Warden of the armenian Church and Superintendant
of the armenian Orphans at Madras, also in the Bill
named — and that the said Master do also tax the Compla
-nts their Costs of this Suit, and that the Defendt
as the Executor of the Will of the said Anna Sethter anict
deceased do pay unto the Complainants in discharge
of the said 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
Complainants for Principal, Interest and Costs;
and Cinderpulch of the said Defendant 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 Master's Report, that shall
be

be made thereupon on the said Defendant 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 a Memorandum or instrument in
Writing in the armenian Language Subjoined to
the said Bond and in the Bill mentioned — and such
part thereof as may be Requisite, such Sale to be
made with the privity and Consent and under the
direction — and that the said Defendant 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 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

Interest and Costs, and if any Surplus shall remain then the same be paid into the Registry of this Court and Subject to the future Order of this Court - and that all Deeds, ~~Memorandums in Writing~~, Bills of Sale, ~~Deeds Bills of Bargain & Sale~~ - Documents ~~Writings endorsed thereon~~, Muniments and other instruments in Writing 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 directions of this Decree, such Purchaser or Purchasers be not liable to see to or be accountable for the application, mis-application or non-application of such Purchase Monies - And it is also Ordered that if the proceeds of such Sale ~~(after defraying the Charges &c &c)~~ shall be found insufficient for the Purpose of Satisfying the whole of Principal, Interest and Costs of this Suit, as aforesaid, then that the said Defendant do ~~within the Space of one Calendar Month next~~ forthwith after the final Confirmation of the Master's Report thereof, pay unto the Complainants such sum of money as shall, upon such sale appear to be deficient and

out of the Estate of the said Anna Sether aunt deceased And in Case the said Defendant shall not admit assets for such last mentioned purpose, then, that the said Master do take an account of the Estate and Effects of the said Anna Sether aunt deceased 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 as the Executor of the said Anna Sether aunt 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 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 Anna Sether aunt 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 Defendant and

and all other proper parties in this cause, upon oath
on Interrogatories, touching the Estate of the said Anna
Seth ter aries, and the Receipt and disposal
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 Books,
Papers, Accounts, Securities for Money, Documents
and other writings in his Hands, Custody, Possession
or Power touching or in any way relating to or Connected
with the said Estate of the said Anna Seth ter aries
— And that the Complainant or any other person on their
behalf, be at liberty to inspect Examine, and take
Copies of or Extracts from the said Books, Papers,
accounts Securities for Money, Documents and other
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
(signed) Gilbt. Ricketts
Regr

In the Supreme Court of Judicature at Madras — of October
Equity side — Thursday the first day and Eleven
thousand eight hundred and year of the
and in the fifty first year of King George
of His Majesty King George the Thirdly
Between Alexander Shaw Esq — Compt Defendant
and
Andrew Berry one of the Executors & Trustees
of the Last Will and Testament of James Anderson Deceased Defendant

This Cause coming on this day to be heard Bill being
upon Bill and Answer in the presence of the Advocates
learned on both sides — upon reading the Bill — Replication
Complaint exhibited by the Complaintant — the Answer
of the Defendant thereto — and upon debate of the reading
and hearing what was alledged by the Counsel on either
sides — and on due Consideration had thereon — This
Court doth think fit to Order and Decree and
is accordingly Ordered and Decreed that the Bill
of Complaint filed in this Cause do stand and be dismissed
without Costs —

By the Court
(signed) Gibbs Ricketts
Regr

Bond
Dupt in

Supreme Court
Equity side
Alexander Duncan Shaw Esqr Compt
Andrew Berry one of the Executors & Trustees
of the Last Will and Testament of James Anderson Deceased Defendant

Dupt Decree

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In the Supreme Court of Judicature at Madras —

Equity side

Tuesday the first day of October
one thousand eight hundred and Eleven
and in the fifty first Year of the
Reign of His Majesty King George
the third Between Maharajahy
Syngaroo . . . . . Complainant —
and
Paroomah Mudelly — Defendants.

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendant for want of his answer and by an Order of this Court of the Twenty eighth day of September last, it was directed that this Cause should be set down for hearing in Order, to the Complainants Bill being taken pro Confesso against the Defendant — His now on the Motion of Mr. Compton on the part of the Complainant 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 Twenty eighth day of September last — the Bill of Complaint in this Cause directed to the Defendant — the Subpana issued against the Defendant to hear judgment — and also the Affidavit of Junebeg of Service of the said Subpana on the Defendants Solicitor Ordered and Decreed that it be referred to the Master of this Court to take an Account of the Principal and Interest now owing to the Complainant upon the Mortgage Bond for Monies due to the Complainant of the Defendant in the Cutcherry Language —

Supreme Court
Equity side
Alexander Mack Esqr
&c &c
Andrew Berry
Esqr &c &c &c

Supr Decree

Defendant in the Bill mentioned — and that the said Master do also tax the Complainant his Costs of this Suit, and that the said Defendant 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 Complainant for Principal Interest and Costs, and (in default of the said Defendant coming 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 Copies of this Order and of the Master's Report that shall be made thereupon on the said Defendant 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 & Premises which are comprised in and charged by way of Mortgage by the said mortgage Bond ~~as such part thereof as may be sufficient~~ such Sale to be made with his privity and under his direction, and that the said Defendant and all other proper parties do join in such Sale and in all needful Conveyances and Assurances to the 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 said 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 further order of this Court — and that all Deeds, Bills of Sale, Grants, documents of title, Muniments and other instruments in writing 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 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
(signed) John Shaw
Dy Regr

In the Supreme Court of Judicature at Madras -

Equity side

Friday the 6th day of December one thousand eight hundred and Eleven, and in the Fifty first year of the Reign of His Majesty King George the Third

Between Uttera Sawmy Chitty -

Complainant

and

Samuel Moscarkick Moorat - & Adrian de Fries, John de Fries, Lewis de Fries, and Henry de Fries -

Defendants -

The Cause coming on to be heard and Debated in the presence of advocates Learned on both sides, on the 26th 27th 29th & 30th days of November last - ~~on the 3d day of December instant~~, and also on this day - upon reading the Bill of Complaint and Subsequent Pleadings together with the Depositions of Witnesses and Exhibits on the part of the Complainant and Defendants respectively and upon reading also particular parts of the several Answers of the said Defendant Samuel Moscarkick Moorat to the Bill of the said Complainant, as evidence on the part of the said Complainant - also the further " " " " answer of the said Defendant Samuel Moscarkick Moorat to the amended Bill of the said Complainant, and the Exhibits marked No 1-2-3 annexed thereto, as evidence on

F. H

Supreme Court
Equity side
Mahanarayanchetty & Ingaramma
Pattabi & Mandeliah
Parvatamma & Mandeliah

Copy Decree

on the part of the said Complainant, and also particular parts of the Several answer of the said Defendants Adrian De Fries, John De Fries, Lewis de Fries and Henry De Fries to the Bill of the said Complainant, as evidence on the part of the said Complainant - 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 Declare that the Complainant was a Partner in the Cotton Concern in the Pleadings Mentioned and interested therein and in the profits and loss thereof to the extent of one eighth Share - It is therefore Ordered and Decreed that it be referred to the Master of this Court to take an Account of all Sum and Sums of Money advanced and paid by the Defendants to the Complainant or his agents or any other person on his behalf, for the purchase of the said Cotton and for the Charges duties and allowances attending the procuring, Conveying and Shipping of the same to Madras and also in and about the exportation and Shipment of the said Cotton to China, and the Disposal thereof at that place or for freight and Insurance effected thereon, and of all other advances, payments and disbursements Made by or on behalf of the said Defendants for and on account of the said joint Concern - and that an account be also taken of and Concerning all such remittances, returns proceeds, of Cargo and sum and Sums of Money as have come to the hands of the Defendants arising from the Sale and disposal of the said joint adventure at China or otherwise and that the said Master do allow unto the Defendants Interest at and after the rate of five per Cent per Annum upon all sums advanced and paid by them up to the respective times when the returns of the said adventure from China were realized, Charging the Complainant with his proportion of one eighth Principal Money and allowing him Credit to the like of such Interest, and allowing him Credit to the like Extent of one eighth for the amount of such returns and proceeds as may have been realized as aforesaid, and that the said Defendants be at liberty to prove before the said Master the amount of all over Charges which may have been made by the Complainant or his agents in the purchase and prices of the said Cotton and also the amount of all deficiencies either in respect to the quantity or quality thereof, Calculating Interest at the like rate of five per Cent per Annum upon the

the amount of the said Surcharges and Deficiencies and deducting one eighth from the aggregate thereof being the Complainants proportion of the said Concern - and it is further Ordered that the said Master be at Liberty for the purposes of the Reference hereby directed to Examine the Complainant and Defendants in this Cause and their respective Agents 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, account Sales Invoices Bills of Lading, Letters, 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 Concerning all or any of the Matters hereby referred, or in any Manner Connected therewith and that in taking the said accounts the said Master do make unto the said Parties respectively all just allowances and 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 - and it is

Lastly

Lastly Ordered that the Bond in the Pleadings mentioned entered into by the Complainants to the Defendants for the Principal Sum of Forty three Thousand three hundred and Seventeen Star Pagodas Twelve fanams and Twelve Cash and whereon Judgments at Law has been entered up, do Stand and Remain as Security, for such Sum as may be (if any shall be) found due from the Complainants to the Defendants by Virtue of this Reference and of the Masters Report to be made thereupon -

By the Court
(signed) Gilbt Ricketts
Regr

Supreme Court
Equity side
Vythilingam Chetty
Ramasawmy Modelly
Brian De Fries Hotton

In the Supreme Court of Judicature at Madras

Equity side

Wednesday the Nineteenth day of February one thousand eight hundred and Twelve and in the fifty second Year of the Reign of His Majesty King George the Third Between Streeperambadore Arna Sawmy Modelliar — Complainant and Streeperambadoor Vadachella Modelliar Veroomanum Vencatachella Modelliar and Colla Ramanapah Chitty Executor of Streeperambadore Moodee Modelliar 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 Bill of Complaint — The Several Answer of the Defendant Streeperambadoor Vadachella Modelliar thereto — the Several Answer of the Defendant Veroomanum Vencatachella Modelliar — the Several Answer of the Defendant Colla Ramanapah Chitty — the Further and Several Answer of the said Defendant Streeperambadoor Vadachella Modelliar filed on the 6th day of August 1811 — the Further and Several Answer of the said Defendant Streeperambadoor Vadachella Modelliar filed on the 20th day of September then next following —

Ramasawmy & Vadachella Exhibit Register and Replication

Produced in support of the Plaint affidavit of Charge of S. Theyagah Chetty, Moodelly & S. Ponnoo Lootanady Moodelly left on 30 March 1866.

Entered 13 April 1853

S. Ramasawmy Modelly
S. Vadachella Modelly

Produced & Read by Mr. Cayley in support of the charges of S. Moorooyapah Modelly this 7th February 1866.

Ther

The Replication of the said Complainants – The Rejoinder of the said Defendant Streeperambadoor Vadachella Modelliar – The Rejoinder of the said Defendant Terroomanum Vencatachella Modelliar – The Rejoinder of the said Defendant Callak Ravanapah Chitty and upon reading also particular parts ~~of the Complainants Bill~~ and of the Several Answer of the said Defendant Streeperambadoor Vadachella Modelliar to the Complainants Bill, and also of the further and Several Answers of the said Defendant Streeperambadoor Vadachella Modelliar filed on the said 6th day of August and on the 20th day of September 1811 – and Exhibits Respectively annexed thereto, ~~as Evidence on the part of the said Complainants~~ and upon reading also particular parts of the Several Answer of the said Defendant Terroomanum Vencatachella Modelliar ~~to the said Bill~~ – and ~~also~~ of the Second answer of the said Defendant Callak Ravanapah Chitty and Exhibits Respectively annexed thereto – as evidence on the part of the said Complainants – and upon reading also the Account Current of the State and Effects of the Testator Streeperumbadoor Maadoo Maadelliar in the Pleadings in this cause Named – delivered in by the said Defendant Terroomanum Vencatachella and filed in the Ecclesiastical side of the late ~~Records~~ of this Court on the 22d day of September 1800, ~~admitted by the Counsel for the said Defendant Terroomanum Vencatachella~~ as Evidence on the part of the said Complainants – and upon debate of the matter and Leque 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 it be referred to the master of this Court to take an Account of the Estate and Effects of the said Testator Streeperambadoor Maadoo Maadelliar and of the Debts, Funeral Expences, Legacies, Charitable and Religious Bequests of the said Testator – and that the said Master do enquire and state whether there are any and what 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 do cause to be published in the Madras News Paper and in such other Public 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 it is further Ordered and Decreed that the said Master do enquire and State whether any and which of the Legacies, Annuities Charitable and Religious Bequests given and bequeathed

bequeathed by the Will and Codicils of the said Testator have been paid Satisfied or distributed, and how and in what Manner and by whom the same have been so paid, Satisfied or distributed and whether any and what appropriation or provision has been made and by whom for securing the Annuities and Charitable and Religious Bequests in the Manner in the said Will and Codicils mentioned and directed or in any other Manner whatever and respecting such Legacies Annuities and Charitable and Religious Bequests as shall on such enquiry appear not to have been paid, Satisfied, secured, appropriated or performed that the said Master do report the Circumstances (if any) that have prevented obstructed or delayed and the reasons which have induced the Defendants or Mary Mahony Mordellias deceased one of the Executors of the Will of the said Testator, in his life time, from paying, Satisfying securing, appropriating or performing the same, and that the said Master do also enquire and report how many and which of the Legacies and Annuities given by the said Testators Will and Codicils have or hath lapsed or terminated, and at what time or times and on what occasion or occasions respectively; and that the said Master do Compute Interest on such of the debts

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 said debts as do not carry Interest and also on the Legacies at such rate of Interest (if any) as the said Master shall consider Reasonable and proper Consistently with the extent and actual Condition of the said Testators Estate such Interest (if any be) to Commence from the Expiration of one Year from the death of the said Testator unless some 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 be at Liberty from time to time if he shall think Necessary to make a Separate Report or separate Reports relative to the immediate payment of any of the Legacies or annuities given and bequeathed in and by the said Will and Codicils of the said Testator or relative to the immediate appropriation of any Sum or Sums of Money towards any of the Charitable and Religious Bequests Mentioned in the said Will and Codicils or relative to any other Matter or thing arising in the Course of the enquiries hereby directed to be made as the justice and merits of the case shall require; and also what sum or sums of Money will be Requisite to be secured and set apart for the payment of such Annuities

and

and Charitable and Religious Bequests as are given and bequeathed by the said Will and Codicils of the said Testator for Securing which no Specific Sum is Hereby directed to be set apart, and that the Parties to this suit have liberty upon such Separate Report 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 said Master do enquire and state how much and what part or parts of the Estate and Effects of the said Testator Moodoo Moadelly hath or have at any time and when heretofore been received by or Come to the hands of the Defendants or any of them or to the hands of the said Mauselamoney Moadellier deceased in his life time as Executors of the Will of the said Testator, 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 how and in what Manner the said Defendants and also the said Mauselamoney Moadellier in his life time 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 Estate of the said Testator Moodoo Moadelly doth or do now remain Outstanding or Unrecovered and for what Reason and by Whose acts, Means, Prevention, 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 the Parties all just Allowances — And that the said Master do enquire and ascertain the Number and estimated Value of the Jars, Gold and Silver Furniture, Plate and Jewels and also the Nature, qualities and quantities and estimated Value of all the Residue and Remainder of the said Testators, Houses, Grounds, Gardens, Lands and Privileges and other Estate and Effects, and that the said Master be at Liberty to Examine the Defendants in this Cause, and all other proper parties upon Interrogatories touching the Estate of the said Testator Moodoo Moadelly and the Receipt and Disposal thereof by the said Defendants or any of them, or by the said Mauselamoney Moadelly 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 Bonds, Bills Notes

Notes and other Securities for money, Bills of Sale, Grants, Deeds, Bonds, agreements, Mortgages or other documents and also all Books of account, Inventories, account Sales, Accounts Current and other Papers, Codjans and writings in their or either of their Custody, possession or power touching or belonging 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 others interested in the matters of this Suit be at liberty to inspect Examine and take Copies thereof or Extracts therefrom respectively or of or from any of them — and it is further Ordered that the said Master do enquire and ascertain what will be a proper and sufficient Sum or Sums to be set apart and secured from and out of the Estate of the said Testator for the Maintenance food and Raiment of Woodsonauthee, the Widow and Veesaulatchee the daughter of Teagarey Madelly deceased one of the Grandsons of the said Testator in the Pleadings Named, during their respective lives time — and that the said Master be at liberty to

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

(signed) John Shaw

Dep. Regr

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the Eighth day of April one thousand eight hundred and Twelve and in the fifty second Year of the Reign of His Majesty King George the third Between Humphry William Lewcock an Infant by Elizabeth Lewcock his mother and next friend Complainants and Vaseuntapooram Ramasawmy Iyer Colingaray Moodelliar and Comore Mookiah Moodelliar Executors of Tayapah 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 Answer of the Defendants Colingaray Moodelly thereto the Bill of Complaint - the Joint and several Answer of the Defendants Vasuntapooram Ramasawmy Iyer and Comore Mookiah Moodelliar - The Replication of the Complainants - The Rejoinder of the Defendant Colingaray Moodelliar - The Rejoinder of the Defendants Comore Mookiah Moodelliar and Vasuntapooram Ramasawmy - and upon reading also particular parts of the Answer of the said Defendant Colingaray Moodelly and Exhibits marked Fund G annexed thereto - and also the Original Will in the Malabar Language (with a Translate annexed) of the late Tayapah Moodelly, dated 3rd day of January 1799 proved in the late Court of the Recorder at

Supreme Court
Equity side
Vaseuntapooram Ramasawmy Iyer
Colingaray Moodelliar
Comore Mookiah Moodelliar
Executors of Tayapah Moodelliar deceased
Decree

at Madras [redacted], as Evidence on the part of the Complainant — and upon reading also the whole of the Interrogatories on the part of the Defendant Colengarey Mudelly and the Depositions of Cumney opparoo Arroonachella Modelliar and Arumugel Vencatachella taken thereto, respectively, as evidence on the part of the Defendant — and upon debate of the matter and hearing what was alledged by the advocates on both sides, and on due Consideration had thereon His Court doth think fit to order and Decree and it is accordingly ordered and Decreed that the said Complainant's Bill do stand and be dismissed — and that the Defendant Colengarey Mudelly do pay unto his the Complainant his Costs of this Suit, [redacted] to be taxed by the Master —

By the Court
Signed John Shaw
Dr Regr

In the Supreme Court of Judicature at Madras

Equity side

Friday the Twenty fourth day of July one thousand eight hundred and twelve and in the fifty second Year of the Reign of His Majesty King George the Third Between

Sydapettah Govindoo Chitty — Complainant

and

Pauparlloo Venkataram Chitty — Defendant.

Whereas the Defendant in the Custody of the Sheriff, under a Writ of attachment with Proclamations for want of an Answer, being this day brought before the Court by Virtue of a Writ of Habeas Corpus in order to his being Charged with the Bill, the same was accordingly Read and Explained to the said Defendant by the Court Interpreter and the said Defendant having confessed the matters charged in the Complainant's Bill — It is now on the Motion of Mr Compton on the part of the Complainant that this Court will be pleased to pronounce a Decree according to the prayer of the said Bill — and upon reading the said Bill of Complaint it is ordered and Decreed that it be referred to the Master of this Court to take an account of the Principal and Interest Money due and owing to the Complainant upon the

Exhibit

English Bond of the Defendant in the Bill mentioned dated the fifth day of August in the Year one Thousand eight hundred and ten, and that the said Master do also take an account of the Principal and Interest Money due to the Complainant upon the Instrument in Writing in the Genoa Language bearing date the 23. day of Feb. also in the Bill mentioned in the said Year one Thousand eight hundred and ten — and that the said Master do also tax the Complainant his Costs of this suit, and that the said Defendant do pay unto the Complainant in discharge of the said Bond and Instrument in Writing and of the

Ground and also Jewells which are comprised in and Charged by way of Mortgage by an Assignment indorsed the said English Bond, and also the Ground which is Charged by the said Instrument in the Genoa Language, or a Competant part thereof, such sale to be made with his privity and under his direction — and that the said Defendant and all other proper parties do join in such sale and in all needful Conveyances and assurances to a Purchaser or Purchasers as

be paid into the Registry of this Court, and Subject to the future order of this Court — and that after payment and satisfaction of the said Principal monies Interest and Costs, out of such proceeds, the bond of Sadasevah Moodelliar (in the Bill named) in favor of the said Defendant, and the three Documents, purporting to be Bills of Sale from the Sheriff, being a part of the Mortgage Comprised in the assignment endorsed on the ~~said English~~ Bond aforesaid, be restored to the said Defendant — and that all other Deeds, Grants, Certificats, Indentures of assignments, Documents of title and other instruments in Writing 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 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
(signed) John Shaw
Dep.y Regr

In the Supreme Court of Judicature at Madras —
Equity side — Third Term 31.st July 1812 —

Venkatasam Chitty and Venkatasen Sooboo Chitty an Infant by the said Venkatasam Chitty —
and
Bala Gooroovapah Chitty, Soobo Chitty, Capsey Chitty and Audapilla Teagaroy Chitty and Audapilla Teagapah Chitty by their Guardian Soonkooram Chitty

The Exceptions taken by William Mac Taggart Esquire the Receiver duly appointed in this Cause, to the Report of the Master in Equity bearing date the 8.th day of April last made therein Coming on to be argued this day — The Court upon hearing the arguments of Counsel on both sides, and upon due Consideration had thereon — doth direct that the said Report be referred back to the Master to review his said Report, and that he do enquire and ascertain the rate of Interest which might have been made or obtained by the said William Mac Taggart, upon the several Sums Collected and received by him as specified in the Schedule No.1 annexed to his said Report, ~~from the respective days when the same were received to the date of the said Report~~ and whether all such sums so received, ~~and mentioned in and charged by the said Report~~ have been so received, ~~after deducting the payments made thereout by the said William Mac Taggart, as also specified~~ the

~~or from Municipal~~
~~employed from the inspection days when~~
~~the said Schedule or any and which of them were or~~
~~was in force or existing Con~~ ~~the~~
~~Laid out at Interest, for any and what period and~~
~~and from Mr. Jas. Dunlop first entitled~~
~~What Date by the said William Mac Taggart or him~~
~~in his Right were or ought to have been~~
~~and in what Manner the same sums or any of them~~
~~or might have been Directed to be Paid~~
~~Were or was appropriated or applied and if not~~
~~& whose and by any Order or Direction~~
~~shall appear that the said sums of Money or any of them~~
~~with or any Part, might have by~~
~~remained in the hands of the said William Mac Taggart~~
~~under what Time or what necessity the~~
~~during any Period unproductive and unemployed~~
~~in what case, that Mr. Dunlop~~
~~that the said Master do enquire and Report~~
~~enquire and Report, whether or not they~~
~~for what Reason and under what Circumstances~~
~~by from Mr. Jas. Dunlop, or any other by~~
~~by whose Means the said William Mac Taggart~~
~~during must in right of profit of Interest~~
~~presumed from having and or investing the same~~
~~same, or by Reason of the Security~~
~~or any of them at Interest upon Government or~~
~~Public Funds or~~ ~~must~~
~~other Securities and that the said Master~~
~~may, when and when and speeding his~~
at liberty for the purpose of this Reference to
Examine the said William Mac Taggart, and all
or any of the Parties to this Suit, or any other person
persons, upon oath, on Interrogatories, or otherwise
as he shall think fit —

By the Court
(signed) Geo. Wilson
Regr

~~to Mr. Dunlop~~ ~~and that~~
~~the Master~~ ~~and that~~
~~Mr. Dunlop~~ ~~and that~~

Mr. Ogne
Sol.r for the Rec.t

Recorded
Bell Secretary
Bell Deputy

In the Supreme Court of Judicature at Madras —

Equity side

Saturday the Twenty Sixth day of September one thousand eight hundred and Twelve and in the fifty second Year of the Reign of His majesty King George the third Between Tremul Row — Complainant — and Ameer Uddowlah Ubdul Kader Khan Behadur — Defendant —

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendant for want of his answer and by an Order of this Court of the Twenty second day of September instant it was directed that this Cause should be set down for hearing in order to the Complainants Bill being taken pro Confesso against the Defendant It is Now on the Motion of Mr Gahagan on the part of the Complainant 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 Twenty second day of September 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 and owing to the Complainant by the Defendant upon a Memorandum in Writing or Bond in the Persian Language

for the Sum of One thousand nine hundred and fifty W. Dy. Language bearing date the second day of June in the year 1807, and in the Bill mentioned — and that the said Master do also tax the Complainant his Costs of this suit — and that the Defendant do pay unto the Complainant in discharge of the said Memorandum 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 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 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 Defendant 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, Garden & Premises Messuages which are comprised in and charged by way of Mortgage by an Instrument or Mortgage in the Persian Language, bearing even date with the said Memorandum or Bond, and Indenture of Lease therein mentioned — such Sale to be made with his privity and under his direction, and that the Defendant and all other proper parties do join in such Sale and in all needful 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, Grants, Memorandums, Documents of title, Indentures of Lease and other instruments in writing 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 his or their purchase having been duly Confirmed and that after payment of his or their purchase Monies according to the

the directions of this Decree, such Purchaser or Purchasers shall not be liable to see to or be accountable for the application misapplication or non-application of such Purchase Money—

By the Court
Gibbs Pickering
Regr

In the Supreme Court of Judicature at Madras—

Tuesday the Twenty ninth day of September one thousand eight hundred and Twelve and in the fifty second Year of the Reign of His Majesty King George the third Between Christiana Dobler — Complainant and Michael Kirakos, Joseph Gerelis and George Arbuthnot — Defendants

This Cause Coming on this day in the presence of the advocate for the Complainant to be heard (no advocate having appeared on the part of the Defendants) upon the further directions reserved by a Decretal order of this Court of the Ninth day of April in the Year one thousand eight hundred and eleven — upon reading a Report of the Master to whom this Cause was referred bearing date the fifteenth day of September instant, upon hearing what was alledged by the advocate for the Complainant, and on due Consideration had thereon — This Court doth Order and Decree that from and out of

of the Balance or sum of four Thousand nine hundred
and forty Star Pagodas, sixteen Fanams and Seventy
Cash appearing by the Copy of a Certificate of the
Accountant General of this Court bearing date the
11th day of the said Month of September, to the
said Report annexed, to remain in deposit in
the Treasury of the Honorable Company, to the Credit
of this Cause, there be paid to the Complainants
the Sum of three Thousand five hundred and Eighty
three Star Pagodas, forty two Fanams and Thirty
Cash, being the amount Specified in and by the
said Report of the said Master to be due from the Defendant
to the said Complainants — and it is further ordered
that the Costs of the Complainants in this Suit be
taxed by the Master, and also paid from and out
of the said Monies, so remaining in Deposit as
aforesaid —

By the Court
(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Friday the Ninth day of October one thousand eight hundred and Eleven and in the Fifty second Year of the Reign of His Majesty King George the third

Equity side

Between William Rutter and John Wilkins — Complainants

and

Henry Burnaby, William Willis Weston, Henry De Frees and Edward Watts — Defendants -

This Cause Coming on this day to be heard, upon reading the Bill of Complaint and Subsequent Pleadings together with the Depositions of Witnesses and Exhibits on the part of the Complainants and Defendants respectively - and upon debate of the matter and hearing what was alleged 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 Bill of Complaint filed in this Cause do stand and be dismissed without Costs -

By the Court

(signed) Gilbt. Ricketts

Regr

Supreme Court
Equity side
Christian Dorfeuille
&c
Official Assignee
Madras -

Ons
Rs 4 Secured

In the Supreme Court of Judicature at Madras -

Friday the Ninth day of October one thousand eight hundred and Twelve and in the Fifty second Year of the Reign of His Majesty King George the third Between Edward Dupre and Rose Lang Trustees under the Marriage Settlement of Alexander Mackenzie Esquire Complainants

and

Innumtah Bramany - Defendant

Equity side

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendant for want of an answer and by an Order of this Court of the thirtieth day of September last it was directed that this cause should be set down for hearing in order to the Complainants Bill being taken pro Confesso against the Defendant - It is Now on the Motion of Mr. Compton on the part 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 thirtieth day of September last, and the Bill of Complaint in this cause Ordered and Decreed that it be referred to the Master of this

W.
F. L

Supreme Court
Equity side

William Hutton and
Wilkins Hutton
against
Henry Burnaby, William
Whitby Elliston, Robert
De Grey and Edward
Wyatt -

Decree

This Court to take an account of the Principal and Interest Monies due to the Complainants as Trustees under the Marriage Settlement of Alexander Mackenzie Esq^r in the Bill mentioned upon the Bond Executed by the Defendant ~~the~~ on the 28 day of Nov^r in the Year 1808 mentioned and ~~Bill~~, and that the said Master do also tax the Complainants their Costs of this Suit — and that the Defendant do pay unto the Complainants or such Trustees as aforesaid in Discharge of the said Bond and of this Suit such sum of Money, as the Master's Report to be made on this Reference shall appear to be due to the said Complainants 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 the Space of one Month after service of Copies of this Order and of the Master's Report, he shall be made thereupon on the said Defendant 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 & Premises which are Charged by way of Mortgage by the Deed Poll ~~& Assignment~~ and in the Bill mentioned endorsed on the said Bond — such Sale to be made with his privity and Consent and under his direction — and that the said Defendant and all other Proper Parties do join in such Sale and in such Conveyances and Assurances to the Purchaser or Purchasers as shall be duly 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 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 of the proceeds of the Sale of such Premises shall not be sufficient to satisfy the sum of Principal Money Interest and Costs due to the Complainant, then to the said Defendant do forthwith pay unto the Complainants such deficiency out of the other Property and Monies of him the said Defendant~~ — and that all Deeds, Bills of Sale, Title Deeds, Grants, Documents, Muniments and other instruments in writing which are in the Possession or Power of the Complainants relating to the said Mortgaged Premises be delivered

delivered over to the Purchaser or Purchasers thereof, upon payment by him or them of his or their purchase Money, 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 Mis-application or non application of such purchase Monies —

By the Court
(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras —

Ecclesiastical side

Tuesday the Nineteenth day of January one thousand eight hundred and Thirteen and in the fifty second Year of the Reign of His Majesty King George the Third —

In the Matter of the Will of Syed Mahomed Aseim Khan Bahauder deceased — wherein

Syed Ally is — Proponent —

and

Syed Hullee Moolak Khan is Respondent —

This Matter Coming on to be heard and debated in the presence of advocates learned on both sides on the second and third days of October last, and also on this day — upon reading the Allegations Exhibited by the Proponent — the Answer of the Respondent thereto, and also the Interrogatories and Depositions of Witnesses and Exhibits on the part of the Proponent and Respondent respectively, 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 Allegations Exhibited by the Proponent be dismissed — The Consideration of Costs being hereby reserved —

By the Court
signed John Shaw
Depy Regr

Supreme Court
Ecclesiastical side

In the Matter of the Will
of Syed Mahomed deceased
William Parkinson Esqr
executor
Petitioner
Reilly &c - Respondents
Syed Kuddie Moolah Khan
Syed Kuddie Moolah Khan
&c Respondent

Dupl Decree

*

In the Supreme Court of Judicature at Madras -

Equity side

Tuesday the Ninth day of February one
thousand eight hundred and Thirteen and
in the Fifty second Year of the Reign of
His Majesty King George the Third

Between John De Fries and John
De Monke - - Complainants

and

Imbady Poady Ramachandriah Pramier

Defendants -

Whereas Process to the Extent of a Sequestration hath been
awarded against the Defendants for want of an appearance
by an Order of this Court of the third day of February instant
in Order to the Complainants Bill being taken pro Confes
against the Defendants - It is Now on the Motion of
Compton on the part 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 day of February instant & 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
and Owing to the Complainants upon the Mortgage
Bond of the Defendants in the Bill mentioned -
and that the said Master do also tax the Compl
- ants their Costs of this Suit, and that the said
Defendants

Defendant do pay unto the Complainants in discharge of the said Mortgage Debt 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 Complainants 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 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 Defendant 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 Gardens and Grounds which are Comprised in and Charged by way of Mortgage by the said Mortgage Deed, such Sale to be made with his privity and under his direction, and that the said Defendant and all other proper parties do join in such Sale and in all needful 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

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 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, Bills of Sale, Grants, Leases, Writings, Assignments, and other instruments in writing 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 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
(Signed) Gilbt Ricketts
Regr

Supreme Court
Equity side

John &c. Esq.
John Le Mesurier
Robert Barry
Alexander Baillie
Benning —

Deputy Registrar

In the Supreme Court of Judicature at Madras

Equity side

Tuesday the ninth day of February
one Thousand eight hundred and thirteen
and in the fifty second Year of the Reign
of His Majesty King George the third

Between Thomas Hughes — Complainant
and
Peter Alexander and Richard
Alexander — — — — Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants for want of an answer and by an Order of this Court of the third day of February instant it was directed that this Cause should be set down for hearing in order to the Complainants Bill being taken pro Confesso against the Defendants Now on the Motion of Mr. Compton on the part of the Complainant 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 day of February instant — and 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 and owing to the Complainants upon the Mortgage Bond Executed by the Defendants and one Samuel Britain since deceased, who were Copartners in Trade at Masulipatam under the Style and Firm of Alexander Britain and Company in the Bill mentioned — and that

that the said Master do also tax the Complainant his Costs of this Suit, and that the said Defendant 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 Complainant for Principal, Interest and Costs, and (in default of the said Defendant coming in before the said Master and discharging the amounts aforesaid that shall so 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 Defendant 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 Messuage, Grounds, Buildings & Premises, which are comprised in and Charged by way of Mortgage by the said Mortgage Bond or a Competent part thereof such Sale to be made with his privity and under his direction, and that the said Defendant and all other proper parties do join in such Sale and in all Reasonable 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 Complt. as aforesaid, 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, Bills of Sale, Grants, Documents of title, Certificates, Muniments and other instruments in writing 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 his or their purchase having been duly confirmed, and that after payment of his or their purchase Monies according to the directions of this Court, such purchaser or purchasers be not liable to see to or be accountable for the application or misapplication or non application of such purchase Monies —

By the Court
(signed) Gilbt Rickett
Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the thirteenth day of February one thousand eight hundred and thirteen and in the fifty second Year of the Reign of His Majesty King George the third Between Goolam Hoosain Executor of Coobaddul Vesta Begum deceased - Complainant and Hinga Meeyah and Goolam Hoosain Defendants -

By original Bill and Bill of Revivor -

This Cause coming on this day to be heard, upon reading the Bill of Complaint and Subsequent Readings together with the Depositions of Witnesses and Exhibits on the part of the Complainant and Defendants respectively, 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 declare that the Defendant, Goolam Hoosain was not adopted by the Intestate Ahum Ammeeullah Khan in the Readings named, and is not therefore entitled in the Character of adopted son to any part of the property of the said Intestate - It is therefore 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 Estate

Supreme Court
Equity side
Hinga Meeyah
Plaintiff
Goolam Hoosain and
Vesta Begum deceased
Defendants

Filed

Estate and Effects whereof the said Hkeem Amuddallah Khan died possessed, or was entitled unto, which have come to the hands possession or power of or been received by the Defdt Hingan Meyah at any time since the death of the said Intestate, or that have come to the hands of any person or persons by his order and for his use and how and in what manner the same Estate hath been applied and disposed of by the said Hingan Meyah — and that the said Master do also enquire and state to this Court whether there is or are any other and what person or persons entitled as next of kin or heir or heirs to any share of the Property and Estate of the said Hkeem Amuddallah Khan, and that the said Master do for that purpose publish the Usual advertisements at Lucknow and elsewhere as he may deem proper — and that the said Master do also enquire and state to this Court Whether on the death of the said Intestate, the Jaghire in the Pleadings Mentioned, would according to the Usual Course and practice of the Government of Fort St. George, Madras, have been granted to the heir of the said Intestate, on his leaving no Child by adoption, — and that the said Master do also enquire and state when and under What Circumstances the Grant of the said Jaghire was made by the said Government with liberty to the said Master to State any Special Circumstances and to make a Separate Report, relative to each mentioned matter — and in case the said Master shall find, that the said Jaghire would have been so granted according to the Usual Course and practice of the said Government, to such heir of the said Intestate, then, that the said Master do take an account of the Rents, Issues and Profits of the said Jaghire, which have come to the possession of or been received by the said Defendant Hingan Meyah since the death of the said Intestate, or by any person or persons by his order, or for his use, and how he hath applied and disposed thereof — And it is further ordered that the said Master be at liberty to Examine the said Defendant Hingan Meyah in this Cause upon oath on Interrogatories touching the Estate of the said Hkeem Amuddallah Khan, and of the Jaghier aforesaid, and of the receipt and disposal of the same, or of the Rents, Issues and profits thereof, by the said Defendant Hingan Meyah, and in such Manner as the said Master shall think proper — and that the said Defendant Hingan Meyah do

do produce to and leave with the said Master (upon oath if required) all Bills of Sale, Grants, Deeds, Covenants, agreements, Mortgages or other Documents relating to the said Houses, Gardens, Lands, Tenements and Jaghire and also all Books of Accounts, Papers, Cadjans, Petitions, Memorials, Letters and other Writings in his Custody, Possession or Power relating to the said Estate or to the said Jaghire or in any Manner Connected therewith — and that the Complainant 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 and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report —

By the Court
John Shaw
Dep.y Reg.r

end.

In the Supreme Court of Judicature at Madras

Thursday the eighteenth day of February
one thousand eight hundred and Nineteen

and in the Fifty second Year of the Reign
of His Majesty King George the Third

Between Syed Ruffeeoodeen Saib
Executor in Trust of the last Will and Testament
of Syed Ruffeeoodeen dec.d Plaintiff
and Syed Camul Executor in Trust of the last Will and Testament
of Syed Ruffeeoodeen dec.d Defendant

This Cause coming on this day to be heard and
upon Bill and Answer in the presence of the Advocates learned
on both sides - upon reading the Bills of Complaint & Rejoinder
on the Complainant's part - The Answer of the Defendant & Amended
by the Complainant's Replication and Evidence taken and filed
and upon debate of the matter and Evidence adduced and
by the Counsel on both sides - and due Consideration
by the Court had thereof -

It is Ordered Adjudged and Decreed by this Court that the
said Defendant Syed Camul do account with the Complainant Syed Ruffeeoodeen
for the Profits of the Pottahs by him taken of the Estate of
the said Syed Ruffeeoodeen deceased from the Year of
Fasly one thousand two hundred and Twenty to the Year
Fasly one thousand two hundred and Twenty nine both inclusive
and pay to the Complainant such Balance as may have been
found due from him on the Settlement of such Account
by the Register or Deputy Register of this Court to whom
the same was referred by the Decree of the Court bearing date
the Twenty first day of December one thousand eight hundred
and Eighteen and that the said Defendant do also account with
the Complainant for the Profits of the Pottahs by him taken
from the Estate of the said Syed Ruffeeoodeen deceased
for the Years Fasly one thousand two hundred and Thirty
to Fasly one thousand two hundred and Thirty nine both inclusive
and pay to the Complainant such Balance as may be found due
from him on the Settlement of such Account by the Register
or Deputy Register of this Court to whom the same shall be
referred for that purpose and that the said Defendant do
deliver up to the Complainant all Writings and Papers belonging
to the said Estate and that the said Defendant do pay to the
Complainant his Costs of this Suit to be taxed by the Register
of this Court and that the said Defendant do pay the Money
which shall be found due to the Complainant on the Settlement
of the said Accounts into the hands of the said Register
Money Due to the Complainant on the Settlement of the said Accounts

Supreme Court

Equity side

Grolum Hoosain Exor of
Zoobdul Nissa Begum
dec.d Plts

Hinga Meeyah & Grolum
Hoosane Defts

Draft Decree

have Accrued or been derived from the two Shares aforesaid
of the said Complainants - and that the Complainants will be
entitled upon his attainment of the age of thirty years
(subject to the Condition declared by the said Will of his
Marrying in the Mean time) to the other equal half part
of the said Shares with all Interest Monies Profits and
Accumulations thereon - It is therefore Ordered
and Decreed that it be referred to the Master of
this Court to take an account of the Estate and
Effects of the said Testator Edward Raphael, which
at any time since his death, have come to the hands
Possession or Power of, or been received by the said
Defendant or by any other person or persons for his
use and that the said Master do ascertain the
Amount of the Residue of the same Estate to which
the said Complainant was entitled on his attainment
of the age of Twenty one years by Virtue of the
bequest aforesaid, Contained in the Will of the
said Testator and all Interest Monies Profits
and Accumulations that have been made by the said
Defendant in respect of one Moiety thereof up to the
date of his Report: - and that the said Defendant
do pay unto the Complainant such Sum or Sums, as
by the Report of the said Master shall be found
to be due to him by Virtue of this Reference -
and that the said Complainant upon his attainment
of the age of Thirty years be at liberty to apply to this
Court for such further or other directions as shall be
Needful towards the payment of such monies, Interest
and Accumulations as shall be remaining in the hands of
the said Defendant in respect of the other equal half
part of his Share of the Residue of the said Testators
Estate, and it is lastly Ordered that the Costs
of the Complainant and Defendant in this suit be
taxed by the said Master, and paid out of the Estate
of the said Testator -

By the Court
Gibbs Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity side

Monday the fifth day of April one
thousand eight hundred and thirteen,
and in the fifty second Year of the
Reign of His Majesty King George
the Third Between Sheezada
Tarkhan widow and Jacob Tarkhan
Stephen Tarkhan, Minas Tarkhan,
David Tarkhan and Arakaan
Tarkhan - - - Complainants

and

Owsamah Carapiet the Elder, John
Carapiet Sateur Carapiet and
Owsamah Carapiet the Younger
Defendants

This Cause coming on this day to be heard, upon reading
the Bill of Complaint and subsequent Pleadings together
with the Depositions of Witness and Exhibits on the part
of the Complainants and Defendants respectively, and
upon debate of the matter and hearing what was alledged
by the Advocates on both sides, and on due Consideration of
had thereon - It is Ordered that the Bill of Complaint
filed by the Complainants be retained, with liberty
to the said Complainants forthwith to institute a Suit
or such other proceedings as they shall be advised on
the Ecclesiastical side of this Court against the
Defendants

Supreme Court
Equity side

Sheezada Tarkhan
widow
&c. &c. Complainants

vs.

Owsamah Carapiet the Elder
&c. &c. Defendants

Filed 4th April 1813

Defendants for the purpose of establishing a Certain Paper
Writing (a translate copy whereof is annexed to the
answer of the Defendants) and also a Certain other
Paper Writing Exhibited in this Cause and Marked
with the Letter C purporting to be a Letter bearing
date the tenth day of January in the Year one thousand
Seven hundred and eighty eight from the said Arathoon
Carapiet to the persons therein described by the names
of the Estimable Lady Sister Sheezada Tarkhan
Estimable Sons of Tarkhan deceased" or either
of such Paper Writing as the last Will
and Testament of the said Arathoon Carapiet
And it is also ordered that the Costs of the Defendants
in respect to so much or such parts of the Interrogatories
Depositions, Exhibits and other proceedings in this
Cause as shall not be or appear to be applicable to
or Connected with or incidental or consequent to
such suit or proceedings so to be Commenced in
the Ecclesiastical side of this Court as aforesaid
together with the Costs of the day upon the present
hearing be taxed by the Master and paid by the
Complainants to the said Defendants -

By the Court
(signed) John Shaw
Deply Regr

Supreme Court
Equity side
Chinnatumby Pillay
Mootiah Naick
Complainants
Pulapagada Veeraswamiah
Pulapagada Seetanaiky
Defendants
Order

In the Supreme Court of Judicature at Madras -

Equity side

Wednesday the Seventh day of April one thousand eight hundred and thirteen and in the Fifty second Year of the Reign of His Majesty King George the Third Between Chinnatumby Pillay and Mootiah Naick ... Complainants

and

Pulapagada Veeraswamiah, Pulapagada Seetanaiky and Pulapagada Seetanaiky Defendants

This Cause coming on this day to be heard and debated upon Bill and Answer in the presence of the advocates learned on both sides, upon reading the Bill of Complaint Exhibited by the Complainants the Sirkar 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 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 Court to take an account of the Principal and Interest Monies due and owing to the Complainants upon the Bond executed by the Defendant Pulapagada Veeraswamiah in the Bill mentioned - and that the said Master do also tax the Complainants

Their

their Costs of this Suit, and that the said Defendant Polapagoda Veerasawmiah do pay unto the Complainants in Discharge of the said 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 Complainants for Principal Interest and Costs and (in default of the said Defendant Polapagoda Veerasawmiah 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 Master's Report that shall be made thereupon, on the said Defendants Polapagoda Veerasawmiah, Polapagoda Pattalee and Polapagoda Seetampaty respectively, 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 House and Premises and Grounds which are Comprised in and Charged by way of Mortgage by the Deed Poll of Assignment in the Bill also mentioned, such Sale to be made with his privity and under his direction And that the said Defendants Polapagoda Veerasawmiah, Polapagoda Pattalee and Polapagoda Seetampaty and all other proper parties do join in such Sale and in all Needful 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 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 in to the Registry of this Court, and Subject to the future order of this Court - And that all Deeds, Bills of Sale, Documents of Title, Assignments and other instruments in Writing 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

payment by him or them of his or their purchase Monies and the Reports of his or their purchase having been duly Confirmed, and that after payments 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
(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Wednesday the Seventh day of April one thousand eight hundred and thirteen and in the Fifty second Year of the Reign of His Majesty King George the third

Equity side

Between Adrian de Fries, John de Fries, Lewis de Fries and Henry de Fries - - - - - Complainants -

and

William Peters - - - Defendant -

Whereas Process to the Exclusion of a Sequestration hath been awarded against the Defendant for want of his answer and by an Order of this Court of the thirty first day of March last it was directed that this Cause should be set down for hearing in order to the Complainants Bill being taken pro Confesso against the Defendant Now on the Motion of Mr. Compton on the part 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 thirty first day of March last and 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 and owing to the Complainants upon the two several Bonds

of the Defendant, one of them bearing date the fourth day of June in the Year of our Lord one thousand eight hundred and ten, for the principal Sum of one thousand Star Pagodas, and the other of them bearing date the thirty first day of march in the Year of our Lord one thousand eight hundred and Twelve, for the Principal Sum of one thousand three hundred Star Pagodas, respectively in the Bill mentioned; and that the said Master do also tax the Complainants their Costs of this suit; and that the said Defendant do pay unto the Complainants in discharge of the said two Several Bonds and of this suit, such sum of Money as by the Master's Report to be made in this Reference shall appear to be due to the said Complainants 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 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 Defendant 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 whole premises of the Chayah Root and also the Several Houses, Gardens & Grounds which are comprised in and charged by way of Mortgage by the two several Deeds Poll & of assignment

in the 2d Bill also mentioned respectively

or a Competent part thereof such Sale to be made with his privity and under his direction, and that the said Defendant and all other proper parties do join in such Sale and in all needful Conveyances and assurances to the 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 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, Bills of Sale, Grants, Documents of Title, assignments Muniments and other instruments in writing 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

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) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Equity side

Saturday the Tenth day of April one thousand eight hundred and thirteen and in the Fifty second Year of the Reign of His Majesty King George the third Between Virasoo Marooth Complainant and Cadoon Joseph Marooth and Arathoon Joseph Marooth — Defendants

This Cause coming on to be heard and debated in the presence of advocates learned on both sides, on the Ninth instant, and on this day; upon reading the Bill of Complaint and Subsequent Readings together with the Depositions of Witnesses and Exhibits on the part of the Complainant and Defendants respectively - 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 Ordered that the Bill of Complaint filed by the Complainant be retained, with liberty to the Defendants or either of them forthwith to file a Cross or original Bill against the Complainant or any other parties, as they shall be advised, touching or Concerning the Matters in question in this Cause, and that the Costs of the Complainant and Defendants in this Cause do abide the event of the Suit to be Commenced as aforesaid -

By the Court
(signed) Gilbt Ricketts Regr

Supreme Court
Equity side

Dissanoo Mauraik
Petitioner
Cattoo Lagoo
Mauraik Ramatar

Copy Order

In the Supreme Court of Judicature at Madras —

Equity side

Tuesday the Twenty seventh day of April one thousand eight hundred and thirteen, and in the Fifty second year of the Reign of His Majesty King George the Third Between Gundavady Adiapah Chitty — Complainant —

and

Allaudaw Narrain Swamy Naidoo Defendant —

This Cause Coming on this day to be heard and debated upon Bill and Answer in the presence of the advocate for the Complainant, upon reading the Bill of Complaint Exhibited by the Complainant, the Answer of the Defendant thereto — an Order of Court made on the Seventh instant directing that service of Subpana to hear Judgment in this Cause by leaving a Copy thereof at the dwelling house of the Defendant, should be deemed good service — a Subpana to hear Judgment directed to the Defendant — and also the Affidavit of Moonesapah and Bawan Sing, and first of the Deponent Moonesapah of his having made and transcribed a true Copy of the said Subpana and delivered the same to the other Deponent Bawan Sing, and of the said Deponent Bawan Sing of Service of the said Subpana on the 7th instant, by Delivering the same into the hands of Ammacau the Mother of the Defendant

Defendant - and upon debate of the matter and hearing what was alledged by the Counsel for the Complainant & 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 Monies due to the Complainant upon the Bond of the Defendant bearing date the 19 day of November in the Year one thousand eight hundred and ten for the sum of Ten thousand Star Pagodas in the Bill mentioned - and that the said Master do also take an account of all Sum and Sum of Money Goods or other articles paid or delivered by the said Defendant to the Complainant in or towards the discharge of the said Bond and of all Sums of money or other satisfaction received by the Complainant or any other person on his behalf or which without his wilful neglect or default might have been received by him on account of the said Defendant - and that in taking the said account the said Master do make unto the Parties all just allowances and do Compute and discharge Interest on either side thereof, at the rate of Ten per Cent per annum - And that if it shall appear from such Report (after being duly Confirmed) that a balance is due to the said complainant from the said Defendant, then that the said Master do tax the Complainant his Costs of this suit - and that thereupon the said Defendant do pay unto the Complainant such balance or sum of money as by such Report shall appear to be due to the said Complainant and the taxed Costs and in default of the said Defendant coming in before the said Master and discharging such balance and Costs within the space of one Month after service of Copies of this order, the Master's Report and Certificate of Costs either personally on or by leaving the same at the Dwelling House or usual place of abode of the said Defendant that the said Master do forthwith thereafter proceed to a sale of the mortgaged property on a Competent part thereof, such sale to be made with the privity of the said Master or under his direction - and that the said Defendant and all other proper parties do join in such sale and in all needful conveyances and assurances to the Purchaser or Purchasers as shall be by such Purchaser or Purchasers required and as shall be approved of by the said Master - and that out of the purchase Money and proceeds Sale of the same Property and 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 balance of principal Money and Interest and the Costs due to the Complainant be paid to the Complainant or to his Solicitor in total or partial satisfaction as the same may extend of such balance of principal Money and Interest and Costs. And if any Surplus shall remain that the same be paid into the Registry of this Court, subject to the further order of this Court - and that all Deeds, Bills of Sale, Grants, Documents of title assignments

assignments Writings and other Instruments in writing which are in the possession or power of the Defendant relating to the said Mortgaged Property and 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 the 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 Nonapplication of such purchase Monies - And it is further ordered that if it shall appear from such report, that there is no balance of Principal Money or Interest due to the said Complainant under the Mortgage in the Bill mentioned, then that the Complainant's bill be dismissed with Costs - and that the said master be at liberty to report specially if he shall have occasion or be required so to do By the Court

Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Equity Side

Wednesday the fourth day of August one thousand eight hundred and thirteen and in the fifty second Year of the Reign of His Majesty King George the Third Between

Alexander Mackenzie Esqr

Complainant

and

Anna Savory Pillay Surviving Executor of Canavadoo Vencatarunga Pillay deceased. Defendant

This Cause coming on this day to be heard upon reading the Bill of Complaint and subsequent Pleadings together with the Depositions of Witnesses and Exhibits on the part of the Complainant and upon debate of the Matter and hearing what was alledged by the advocate on the part of the Complainant, and on due consideration had thereon This Court doth think fit to order

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 Monies due to the Complainant upon the two several Bonds of the Testator Caveradoo Venkata-runga Pillay for the Sums of Eight thousand three hundred and Ninety four Star Pagodas and Five hundred and Sixty four Star Pagodas and in the Bill respectively mentioned And that the said Master do also take an Account of all Sum and Sums of Money or other satisfaction paid to or received by the said Complainant from or on Account of the said Venkataranga Pillay in his life time or from or on account of the said Defendant at any time since the death of the said Venkataranga Pillay in or towards the discharge of the said two several Bonds or of either of them And that the said Defendant as the surviving Executor of the Will of the said Venkataranga Pillay do pay unto the Complainant

Complainant such balance or Sum of Money as by the Report of the said Master to be made upon this reference shall appear to be due to the said Complainant together with the said Complainants Costs of this Suit to be taxed by the Master And it is further ordered that the said Master do take an Account of the Estate and Effects of the said Testator Venkataranga Pillay 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 as the surviving Executor of the Will of the said Venkataranga Pillay 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

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
Venkatarunga Pillay 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 recovered 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, on Interrogatories
touching the Estate of the said Venkatarunga
Pillay and the receipt and disposal 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
Books, Papers Cadjans Accounts and Writings in

his

his custody possession or power touching or in any
way relating to or connected with the said
Estate of the said Venkatarunga Pillay 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 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 this Court doth declare that the said
Defendant by virtue of the Deed Writing or
Guarantee subscribed by him bearing date the
fourteenth day of September One thousand Eight
hundred and Nine, (in the Bill mentioned and
a Copy whereof is thereto Annexed) is liable to
the payment and satisfaction of all Interest
Monies due to the said Complainant upon
the two several Bonds aforesaid of the said
Venkatarunga Pillay, up to the date of the said
Guarantee And doth therefore direct that the said

Master

Master do take an Account of, and calculate such
accordingly
Interest, and if it shall appear upon taking the
Account hereby directed of the Estate of the said
Concatarunga Petty that the said Defendant
hath not in his hands Effects sufficient to pay
and satisfy the full Balance of Principal and
Interest Monies which shall be Reported due to
the Complainant then that the said Defendant
do personally and out of his own proper Monies
pay to the said Complainant such Sum of
Money as by the said Masters Report shall
appear to be due for and in Respect of Interest upon
the said two several Bonds by virtue of the
Guaranta aforesaid up to the date thereof. And
all further directions are hereby reserved until after
the said Master shall have made his Report

By the Court
(signed) John Rae
Deputy Regr

In the Supreme Court of Judicature at Madras -

Equity side

Friday the Sixth day of August one thousand eight hundred and thirteen and in the fifty second year of the Reign of His Majesty King George the Third

Between Adrian de Fries, John de Fries, Lewis de Fries and Henry de Fries

Complainants

and

William Harington, Henry Burnaby, James Strange, Andrew Scott and George Arbuthnot

Defendants

This Cause coming on to be heard and debated in the presence of advocates learned on both sides on the fourth & sixth days of this Instant August and also on this day, upon reading the Bill of Complaint and Subsequent Readings, together with the Admissions agreed to and signed by the Solicitors on both sides, and Exhibits on the part of the Complainants and Defendants respectively, and upon reading also particular parts of the Answer and further Answer of the Defendants to the Bill of the said Complainants, as evidence on the part of the said Complainants, 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 Bill of Complaint filed in this Cause do stand and be dismissed without Costs.

By the Court

signed Gilbt Ricketts

Regr

3 Term 1813

Supreme Court

Equity Side

Adrian Fries &c

Plts: Rhodomyn

&

Harington &c

Defts Answer

In the Supreme Court of Judicature at Madras

Equity side

Saturday the Seventh day of August
one thousand eight hundred and thirteen and
in the fifty second year of the Reign of
His Majesty King George the Third

Between Ramasawmy Pillay - Complainant

and

William Cose - - - - Defendant.

This Cause coming on this day to be heard upon reading the Bill of Complaint and subsequent Pleadings, together with the Deposition of a Witness and Exhibits on the part of the Complainant - and upon reading also particular parts of the Answer of the Defendant to the bill of the said Complainant as evidence on the part of the said Complainant - 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~~ declare that the agreement entered into between the Complainant and the Defendant bearing date the Twenty sixth day of December in the year one thousand eight hundred and eleven, and in the Bill particularly mentioned, has been waived and abandoned by the said Defendant, and doth therefore direct, that the Partnership between the said Complainant and Defendant under or by virtue of the said agreement be dissolved, and that the said agreement be forthwith delivered up to the Complainant to be Cancelled. - And this Court doth also ~~Declare~~ Decree that the said Defendant do pay unto the Complainant, the full Sum of one thousan

Supreme Court
Equity side
Ramasawmy Pillay
Complainant
William Cose
Defendant
Mr. Harrington Attorney
Draft Decree

thousand and five hundred Star Pagodas, together with the said Complainant's Costs of this suit, to be taxed by the Master —

By the Court
(sgnd) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Saturday the Seventh day of August
one Thousand eight hundred and thirteen
and in the fifty second Year of the
Reign of His Majesty King George
the third Between John Tulloh
Complainant

and

Adiamah, Sundarama Chuidaun
and Boundaramasawmy and Gnapra-
cauth Sons of Cuvadaunum
Paupiah Brahmin deceased
Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants, for want of their appearance, and by an Order of this Court of the fourth day of August instant it was directed that the Complainant's Bill should be taken pro Confesso against the said Defendants His Honor on the Motion of Doctor Jebb on the part of the Complainant, 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 fourth day of August 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 Sum due and owing to the Complainant for several Sums of money by the Defendants to Cuvadaunum Paupiah Brahmin deceased the Intestate in his lifetime and what may be due and owing for principal and interest due on such Bonds respectively as the Bill mentions which are admitted by the Defendants Answer to the Complainant's Bill and all in terms of the Bill mentioned

Supreme Court
Guilty side
Ramasawmy Chetty
Plaintiff
William Cabb
Defendant

Draft Decree

To the Clerk of the Supreme Court
Fort St George

~~payment whereof to secure him by a certain Bond, from Hercoo~~
~~Awadanum Paupiah Braminy deceased to the Complainant~~
~~bearing date the 1st day of July in the Year 1802 in the~~
~~penal Sum of Twenty eight Hundred Star Pagodas~~ and
that the said Master do also tax the Complainant his
Costs of this Suit - and that the said Defendants as the
~~Heirs and Personal~~ Representatives of the said
Suvadanum Paupiah Braminy deceased do pay unto
the Complainant in discharge of the ~~Principal and~~
~~Interest secured in and by the said~~ said Bond, and of the
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 such Principal and Interest
and Costs - and (in default of the said Defendants coming
in before the said Master and discharging the same as
aforesaid, that shall be appointed to be done within the
space of one Month, after service of Copies of this
Order, and of the Masters Report, that shall be
made thereupon on the said Defendants, either
personally or by leaving such Copies at their
respective Dwelling Houses or usual Place of
abode) that the said Master do forthwith proceed
to a Sale of the ~~premises~~ Houses & Buildings
and Premises
which are Comprised in and charged by way of
Mortgage, by the ~~said~~ Bond, and of the
~~in the said Bill mentioned or a principal part thereof~~
Deed of Assignment, such
Sale to be made with the privity and under

his

his direction, and that the said Defendants and all other
proper Parties do join in such Sale and in all necessary
Conveyances and Assurances to the 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, Bills of Sale, Assignments and
and other instruments in Writing which are
in the possession or power of the Complainant relating
to the said Mortgaged Premises, be delivered over to
Purchaser or Purchasers thereof, after payment
by him or them of his or their purchase Monies
and the Report of this 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

his

be not liable to see to or be accountable for the application, Mis-application or non-application of such purchase Monies -

By the Court
signed Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras -

Thursday the Sixteenth day of September one thousand eight hundred and thirteen and in the fifty second Year of the Reign of His Majesty King George the Third -

Between Narasi ammal - Complainant
and
Vencata Latchemy ammal - Defendant

Whereas Process to the Extent of a Sequestration, hath been awarded against the Defendant for want of an Answer and by an Order of this Court of the thirteenth day of September instant it was directed that the Complainants Bill should be taken pro Confesso against the said Defendant - His Honr on the Motion of Mr. Compton on the part of the Complainant 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 thirteenth day of august instant - and also the Bill of Complaint in this Cause Ordered and Decreed that there be a Partition and Division of the Estate and Property which belonged to Gocala Moodookistna Naick deceased, in the Bill named in his life time, and which now remain in a Condition to be divided between the Complainant and the Defendant, as the Widow and Representatives of the said Gocala Moodookistna Naick - and that one Moiety thereof be allotted to the Complainant and the other Moiety to the Defendant to hold to them respectively

Copy of Decree
for Partition
Between
Narasi ammal
Complainant
and
Vencata Latchemy ammal
Defendant
Relating to Estate
of Gocala Moodookistna Naick
deceased

Respectively and their respective Representatives so
Severally — and that it be referred to the Master of
this Court to make such partition accordingly — and
that the said Master do take an account of the Estate
and Effects of the said Gocula Moodookistna Naick deceased
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 Complainant and Defendant
respectively or of any person or persons in trust for him
them or either of them or to their or either of their use
or with their privity Consent or procurement — and
how and in what manner the said Parties 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
Gocula Moodookistna Naick 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 Complainant and
Defendant in this Cause, upon oath, or Interrogatorys
touching the Estate of the said Gocula Moodookistna
Naick, and the receipt and disposal thereof by the
the said Parties 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 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 Gocula Moodookistna
Naick — and it is also ordered that the said Master
do take an account of all such Jewels and other articles
which belonged to the Complainant in the life time of
the said Gocula Moodookistna Naick, and which have
at any time come to the possession of the Defendant or
of any other person for her use — and that the said
Defendant do deliver to the said Complainant all such
Jewels and other articles aforesaid as by the Master's
Report to be made upon this Reference shall appear
to have been possessed or received by her — 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 after the said Master shall have made his
Report —

By the Court
(signed) John Shaw
Dep[uty] Reg[ister]

jurd

Supreme Court of
Equity

Ramalammall
&
Canaka Canakayy
Ammall —

Dupt Decree

In the Supreme Court of Judicature at Madras —

Equity side

Monday the Twentieth day of September one Thousand eight hundred and thirteen and in the fifty second Year of the Reign of His Majesty King George the third

Between Poottandalum Amadacka Pillay — — — Complainant —

and

Soobaroya Pillay the Brother and Canaky Ammall and Iyalandammall the Widows and only personal Representatives of Ramalore Subaroya Pillay deceased — — — Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants Soobaroya Pillay and Iyalandammall for want of their Answer, and the Defendant Canaky Ammall for want of her appearance to the Complainant's Bill — and by an Order of this Court of the fourteenth day of September instant it was directed that this Cause should be set down for hearing in Order to the Complainant's Bill being taken pro Confesso against the Defendants — This day on the Motion of Sir Samuel Toller on the part of the Complainant 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 fourteenth day of September instant — The Bill of Complaint filed

filed in this Cause - a Subpena to hear Judgment directed
to the Defendants - and also the Affidavit of Manuelpillay
of Service of the said Subpena on the Solicitor for the
Defendants Sockaray Pilley and Ipalandimmall on the
16th day of September instant, and of his having on the
same day left a Copy of the said Subpena at the
House of the other Defendant Canaky Ummall in the
Black Town of Madras 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 Complainant upon the Mortgage Bond in the Malabar
Language, and also upon the Note or Undertaking in Writing
in the Bill Mentioned and respectively Executed by Nawalore
Nadaraya Pillay, the Intestate of the Defendants in
the Bills named - and that the said Master do also tax
the Complainant his Costs of this suit - and that
the Defendants as the personal Representatives of the said
Nawalore Nadaraya Pillay do pay unto the Complainant
in discharge of the said Bond and Note or undertaking,
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 Defendants 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

Master's Report, that Sale shall be made thereupon on the said
Defendants either personally or by leaving such Copies at
their respective dwelling Houses or Usual place of abode
that the said Master do forthwith proceed to a Sale of the
two several Houses, Grounds and Premises which are
comprised in and charged by way of Mortgage by the said
Mortgage Bond, and in the Bills mentioned - such sale to
be made with the Privity and Consent of the said Master
and under his direction - and that the said Defendants
and all other Proper Parties do join in such Sale and
in such Conveyances and assurances to the Purchaser or
Purchasers as shall be by such Purchaser or Purchasers
required, and as shall be approved by the said Master
- and that the said Defendants do also Release and
discharge the several Debtors named in the List
annexed to the Complainants Bill and marked with
the Letter B on payment by them or any of them
of the Debts respectively due by them to the Estate of the
said Nawalore Nadaraya Pillay, and which are also
charged by way of Mortgage in the agreement in the
Malabar Language from the Defendants to the Complain-
ant in the Bill mentioned, and a translation whereof
is thereto annexed in the Exhibits Marked with the
Letter A and do join in all such other acts as may
be requisite and Necessary for the better and more
effectually enabling the said Complainant to get in
and receive the said Debts respectively or any of them
and

and that out of and from the Purchase Monies and Proceeds of Sale of the said Premises and of the debts aforesaid or such of them as shall be got in and received by the said Complainant all Expences incurred in or in Consequence of the said Sale or of the Collection and Receipt of the said several debts or any of them be discharged, and that the Residue of the same Purchase Monies, Proceeds and Collections 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, Bills of Sales, Grants, Vouchers, Documents Muniments and other instruments in writing 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 his or their Purchase having been duly Confirmed — and that after payment of his or their Purchase Monies

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
(Signed) Giles Rickett
Regr

In the Supreme Court of Judicature at Madras

Equity side

Thursday the thirteenth day of September one thousand eight hundred and thirteen and in the fifty second Year of the Reign of His Majesty King George the third

Between William Abbatt, and Richard Gethin Maitland — Complainants

and

Clement Knaggs — Defendant

This Cause coming on this day to be heard, upon reading the Bill of Complaint and Subsequent Pleadings together with the Depositions of Witnesses and Exhibits on the part of the Complainants and Defendant respectively — and upon reading also particular parts of the Answer of the Defendant to the Bill of the said Complainants, as Evidence on the part of the said Complainants — 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 hundred and two Star Pagodas thirty four fanams and forty cash, being the Amount paid to George Byng Esquire in the Bill named by the Complainants for the freight of Certain Bullion and Dollars as therein mentioned together with Interest thereon at the rate of five per Cent per annum, such Interest to be computed from the period of the demand of payment of the said Sum made on the said

Defendant

In Supreme Court
Equity side

Pattanakadum Company
Pillay &c &c
Pleadings Pillay the Plaintiff
& Cauchy annexed to Schedule
Summons the Defendants and Sundry
Personal Effects in the hands of
P. Parsaya Pillay
&c &c

Dep.ty Decree

Defendants in England or elsewhere, lay or on behalf of
the Complainants, and to be ascertained by the master,
And it is also ordered and decreed that the Complainants
said Bill as to all other matters and things therein
contained do stand and be dismissed without Costs

By the Court
(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras —

Equity side

Friday the first day of October one thousand eight hundred and thirteen, and in the fifty second Year of the Reign of His Majesty King George the Third Between

Streerungapatnam Arumbaum Pillay Terumalai Chaurear — Complainant

and

Anna Sawmy Pillay Executor of Caruadoo Vencataranga Pillay deceased — Defendant

This Cause Coming on this day to be heard, upon reading the Bill of Complaint and subsequent Readings also a Subpæna to hear Judgment directed to the Defendant, the Affidavit of Vencatakistnamah of Service of the said Subpæna on the Solicitor for the Defendant — and upon reading also the Record of a Judgment entered up on the 18th day of August as of the third Term in the year one thousand eight hundred and nine in an action Commenced on the Plea side of this Court by the Complainant against Caruadoo Vencataranga Pillay the Testator of the Defendant, whereby the said Complainant recovered the Sum of four thousand four hundred and seventy two

Pagodas

Supreme Court
Equity side
Watts and Maitland
Proctors
for Defendant

Proctors for Plaintiff

Pagodas damages and one Hundred and Sixteen Pagodas and one Fanam for Costs, making in the whole the Sum of four Thousand five hundred and eighty eight Pagodas and one Fanam — And upon debate of the Matter and hearing what was alledged by the Advocate on the part of the Complainant — and 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 Surviving Executor of the Will of the said Caravadas Vencataranga Pillay do pay unto the Complainant the Judgment Debt aforesaid of four Thousand five hundred and eighty eight Pagodas and one Fanam together with Interest thereon at the rate of Six per Cent per annum from the said 18th day of August in the Year one Thousand eight hundred and nine — and also the Complainant's Costs of this suit, to be taxed by the Master — And it is further Ordered that the said Master do take an account of the Estate and Effects of the said Testator Caravadas Vencataranga Pillay deceased, 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 as the Surviving Executor of the Will of the said Caravadas Vencataranga Pillay 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 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 Caravadas Vencataranga Pillay 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 Defendant in this Cause, upon oath, or Interrogatories touching the Estate of the said Caravadas Vencataranga Pillay, and the Receipts and Disposal 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 Books, Papers, Cadjans, Accounts and Writings in his Custody, Possession or Power touching or in any way

way relating to or Connected with the said Estate of the said Careiadoo Vencatarenga Pillay – and that the Complainant or any other person on his behalf have liberty to inspect, Examine and take Copies or Extracts from the said Books, Papers, Cadjans, 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
Signed John Hallo
Dpty Regr

In the Supreme Court of Judicature at Madras –

Ecclesiastical side –

Tuesday the nineteenth day of October one thousand eight hundred and thirteen and in the fifty second year of the reign of His Majesty King George the third –

In the matter of the Will of Sarguis Satum Agavelly deceased

wherein

Kirakosy Arathoon is Promovent –

and

George Arbuthnot John de monte – William Mc Taggart and Jacob Agavelly are Impugnants

This Matter coming on to be heard and debated in the presence of advocates learned on both sides on the Twenty ninth day of September last and also on this day – upon reading the Libel Exhibited by the Promovent – the Answer of the Impugnants thereto – and also the Interrogatories and Depositions of Witnesses and Exhibits on the part of the Promovent and Impugnants respectively – and upon reading also a particular part of the answer of the Impugnants to the Libel of the said Promovent – 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 pronounce, decree and declare that the aforesaid Sarguis Satum Agavelly the Testator in this Cause deceased whilst living being of sound and perfect mind Memory and understanding Rightly and Duly in the presence of Witnesses

Witness made his last Will and Testament in writing
Triplicate Exhibited and Pleaded in this Cause of Decree
date the first day of May in the Year of our Lord one
Thousand eight hundred and eight and thereof Name
and appointed the said Impugnant John De Mondt
the Promovent Curacoa Arabian and one Joseph Gerbo
since deceased, Executors, and his Will give and beq
and do in all things as therein is contained, and
Court doth therefore pronounce, decree and declare for
the force and validity of the said last Will and
Testament of the said Sargius Salter Agamelly deceased
to all intents and purposes in Law whatever and do
approve of and receive the same by this its definit
Sentence or final Decree - And doth further decree
that Probate of the said last Will and Testament
do issue forth and be granted out and under the
Seal of this Court, to the said Curacoa Arabian
as one of the Executors thereof, with a Reservation of Power
of making the like grant to the said John De Mondt, the
other Surviving Executor, whenever he shall apply
and sue for the same - and this Court doth further
decree that the Costs of the Parties Promovent and
Impugnants in this Cause be taxed by the Master
and paid to them or their Proctors respectively
from and out of the Estate of the said Testator, Sargius
Salter agamelly deceased -

By the Court
(signed) John Shaw
Secy

In the Supreme Court of Judicature at Madras

Equity side

Tuesday the Nineteenth day of October one thousand eight hundred and thirteen and in the fifty second Year of the Reign of His Majesty King George the third

Between Vasanta pooram Ramasawmy Iyer Coulingarayar Modelliar and Cumare Mootien Modelliar Surviving Executors of the last Will and Testament of Tyappah Modelliar deceased — Complainants

and

Vendalore Vencatachellen Pillay and Sasha-chellen Pillay — — — Defendants

This Cause Coming on to be heard and debated in the presence of advocate learned on both sides, on the first, and fifteenth days of this Instant october and also on this day upon reading the Bill of Complaint and Subsequent Pleading together with the Depositions of Witnesses and Exhibits on the part of the Complainants — upon reading also the answer of the Defendant Vendalore Vencatachellen Pillay to the bill of the said Complainants as evidence on the part of the said Complainants — and also particular parts of the Separate answer of the Defendant Sashachellen Pillay to the said Bill of the said Complainants as evidence on the part of the said Complainants — upon debate

Supreme Court
Ecclesiastical Side

In the matter of the Will of Sarguis Sattar deceased

Hindoo

Mahomedan

Parsee

Armenian

Mr. Anderson, John de Monte
Mrs. Mc Duggan & Jacob
Plaintiffs and Complainants

Draft Decree

debate of the Matter and hearing what was alledged by the Councells on both sides - And on due Consideration had thereon this Court doth declare that the Debt and Mortgage in the Complainants Bill mentioned having been contracted and made by the Defendant Vencatachella Pillay without the Consent or privity of his Brother the other Defendant Sadachella Pillay, and not for any Common exigency or ~~Occasions~~ on account of the family whereof the said Defendants were Members, the Share and Interest of the said Defendant Sadachella Pillay is not Subject to such Debt or Mortgage or any part thereof, and that such Share and Interest are wholly unaffected thereby, and this Court doth therefore direct and Decree that the said Bill of Complaint do stand and be dismissed as against the said Defendant Sadachella Pillay with Costs to be paid by the Complainants - And this Court doth further Ordered 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 Bond of the said Defendant Vencatachella Pillay to Tyappah Modelliar, the Testator of the Complainants, for the Sum of eight thousand five hundred and Twenty six Pagodas and Twenty eight Fanams and in the Bill mentioned - and that the said Master do also tax the Complainants their Costs

Costs of this suit as against the said Defendant Vencatachella Pillay - And that the said Defendant Vencatachella Pillay do within the space of one Month after service of Copies of this Order and of the Masters Report to be made thereupon, (either personally or by leaving such Copies at his dwelling House or usual place of abode) pay to the said Complainants in discharge of the said Bond and of this said, such Sum of money as by the said Report shall appear to be due to the said Complainants for Principal, Interest and Costs - But it is hereby declared and directed that no part of the property Comprised in the said Bond and Mortgage shall be sold or disposed of, until the accounts and Partition severally directed to be taken and made under and by Virtue of a Decree of this Court pronounced on the 16th day of October in the year one thousand eight hundred and nine in a certain Original Suit wherein the said Defendant Sadachella Pillay was Complainant and the said Defendant Vencatachella Pillay and also the Complainants in the present suit were Defendants shall be so taken and made, and that the share or portion of the said Defendant Vencatachella Pillay or so much thereof as by the Reports of the said Master to be made pursuant to the said last mentioned Decree the said Defendant Vencatachella Pillay shall appear to be intitled

unto

unto shall alone be Subject to the Debt and Mortgage aforesaid — And all further directions are hereby reserved until after the said Master shall have made his Report as well upon the Reference directed by the Decree last mentioned, as also upon the Reference hereby directed —

By the Court
(signed) Gilb. Ricketts
Regr

In the Supreme Court of Judicature at Madras—

Equity side

Wednesday the twentieth day of October one thousand eight hundred and thirteen and in the fifty second ~~Year~~ of the Reign of His Majesty King George the third Between George William Gent and John Gould Gent Executors of the Last Will and Testament of William Gent deceased — — Complainants

and

William Harington, Henry Hawes Harington, Andrew Scott and Peter Cherry — — — — Defendants—

This Cause coming on to be heard and debated upon Bill and Answer in the presence of the advocates learned on both sides, on the twelfth instant and on this day — upon reading the Bill of Complaint Exhibited by the Complainants, the answer of the Defendants thereto — 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

F. R

Supreme Court
Equity side
G. Ramsaroopy Iyer
Coolingarayar Muddelliar
&c
vers
Chandalore Vencatachellum Pillay
Kan 3

Draft of Decree

and this accordingly Ordered and decreed that the Complain-
ants said Bill be dismissed but that the Costs of
the said Complainants be taxed by the master and
paid out of the Estate of the Defendants William
Harington, Henry Hawes Harington and of Rainey
Burnaby (~~the~~ out of the Jurisdiction of this Court)
assigned in Trust to the other Defendants Andrew
Scott and Peter Cherry-

By the Court
(signed) Gilb.t Ricketts
Regr

Supreme Court
Equityside
George William Lewis
Pltff
William Harington
Defr

Drafts Decree

In the Supreme Court of Judicature at Madras -

Equityside

Wednesday the Tenth day of November one thousand eight hundred and thirteen and in the fifty third year of the Reign of His Majesty King George the Third between Dirk de Fries, John de Fries, Lewis de Fries and Henry de Fries - Complainants

and

George Mc Kay - - - - Defendant -

Whereas the Defendant in the Custody of the Sheriff under a writ of attachment for want of an answer being this day brought before the Court pursuant to an order thereof made on the 9th instant in order to his being charged with the Complainants bill - the same was accordingly read to the said Defendant - and the said Defendant having thereupon confessed the matters stated in the Complainants Bill - This Day on the motion of Mr Compton on the part of the Complainants that this Court will be pleased to pronounce a Decree according to the prayer of the said Bill - and upon reading the said Bill of Complaint ordered and Decreed that it be referred to the master of this Court to take an account of the Principal and Interest Monies due and owing to the Complainants upon the Bond of the Defendant in the Bill mentioned for the sum of Two Thousand Star Pagodas and for the principal sum dated the thirtieth day of November last past - and that the said Master do also tax the Complainants their Costs of this suit - and that the said Defendant do

do pay unto the Complainants in discharge of the said 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 Complainants 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 the space of one Month after service of Copies of this order and of the Masters Report, that shall be made thereupon on the said Defendant 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, Grounds, Coach House, Stables & Premises which are Comprised in and Charged by way of Mortgage by the Deed Poll or assignment indorsed on the said Bond in the Bill also mentioned, or a Competent part thereof, such sale to be made with the privity and under his direction, and that the said Defendant and all other proper parties do join in such Sale and in all needful 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 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, Certificates, Bills of Sale, assignments, Documents Muniments and other instruments in Writing which are in the possession or power of the Complainants relating to the said Mortgaged Premises be delivered and 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, Mis-application or Non-application of such Purchase Monies —

By the Court
(signed) Gilbt Ricketts
Regr

Supreme Court
Equity side
O'Brien & Smith Proctors
for Pltff
Filed 23rd Feby 1814
Jno. Kingsbe Filer
Jno. Mc Kay
Clerk

Jno. Mc Kay
Dpty Register

In the Supreme Court of Judicature at Madras -

Monday the Twenty fifth day of February one thousand eight hundred and fourteen - and in the 53. year of the Reign of His Majesty King George the Third Between Sadaya Modaliar Row Modelliar Executor of Sadras Modelly deceased - - Complainant -

and

Petty Rungiah Naick and Petty Ramasawmy Naick sons and Representatives of Petty Ramasawmy otherwise called Petty Tombaah deceased - - Defendants -

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants for want of their Answer and by an Order of this Court of the Seventeenth day of February Instant it was directed that this Cause should be entered for hearing in Order to the Complts Bill being taken pro Confesso against the Defts - This Day on the Motion of Mr Gahagan of the part 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 Seventeenth day of February Instant and the Bill of Complaint in this Cause - Ordered & Decreed that it be referred to the Master of this Court

Court to take an account of the Principal and Interest
Monies due to the Complainant upon the Mortgage Bond
or Instrument in Writing bearing date the first day of
September one thousand Seven hundred and ninety eight
Executed by Petty Ramakistnah otherwise called Petty
Tombac Naick deceased the Intestate of the Defendants
in the Bill named, to Sadras Venkatapoon
Maadellar the Testator of the Complainant also
in the Bill named, in the penal Sum of Four thousand
two hundred and fifty Pagodas conditioned for the
payment of the Principal Sum of Two thousand one
hundred and Seventy five Pagodas — and that
the said Master do also take the Complainants
their Costs of this Suit — and that the Defendants
as the Representatives of the said Petty Ramakistna
otherwise called Petty Tombac Naick deceased do
pay unto the Complainant in discharge of the said
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
Defendants 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 thereupon on
the said Defendants either personally or by leaving such
Copies at their 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 in and by the said Bond or
Instrument in Writing of the said Petty Ramakist-
nah otherwise called Petty Tombac Naick, and in
the Bill mentioned, such Sale to be made with
his privity and Consent and under his direction
and that the said Defendants and all other
Proper Parties do join in such Sale and in
such Conveyances and assurances to the 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 Complain-
ant, be paid to the Complainants or his Solicit-
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

that the same be paid into the Registry of this Court and subject to the future order of this Court — and that all Deeds, Bills of Sale, Chaultry Court Certificates Documents of Title and other instruments in writing 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 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, Mis-application or non-application of such purchase Monies —

By the Court
(signed) Gilbt Ricketts
Regr

In the Supreme Court of Judicature at Madras

Ecclesiastical Side

Monday the Twenty eighth day of February one thousand eight hundred and fourteen and in the 53d year of the Reign of His Majesty King George the Third In the Matter of the Will of Syed Mahomed alias Khan Bahander deceased — wherein Syed ally — is Proponent and Syed Hullee and Moolah Khan is Respondent

This matter coming on this day to be heard for further directions as to costs upon reading a decretal order made therein on the Nineteenth day of January 1813 — and upon hearing the arguments of Counsel on both sides, and on due consideration had thereon — This Court doth order that the costs of the Proponent (except as hereinafter mentioned) be taxed by the Master and be chargeable on the Estate of the Testator Syed alias Cawn — and with respect to so much of the said costs as have been or shall appear to have been incurred by reason of the allegations the Examination of Witnesses or other proceedings on the part of the said Proponent in regard to the alleged insanity of the said Testator

Testator at the time of Making & publishing his
last Will and Testament, this Court doth direct
that the same and every part thereof be disallowed
as against the said testators Estate and that the
said Master do tax and apportion the Costs of the
Respondent consequent to such allegations Examinations
or other proceedings which cost when so taxed &
apportioned shall not be chargeable on the Estate of
the said testator but shall be chargeable on &
paid by the Proponent to the Respondent.

By the Court.

(signed) John Shaw
Dep. Regr

In the Supreme Court of Judicature at Madras

Equity side

Monday the Twenty first day of March one thousand eight hundred and fourteen and in the Fifty fourth year of the Reign of His Majesty King George the third Between Doctor Christian Frederick Clarkee Complainant and Vaunecaula Aude Narrain Brahmany Vaunecaula Venkia Brahmany Parrian Pappiah Mutta Pappier and Ramayee Defendants

This Cause Coming on to be heard and debated in the presence of Advocates Learned on both sides on the eighteenth and nineteenth days of February last and on the first day of march instant and also on this day upon reading the Bill of Complaint and subsequent Pleadings together with the Depositions of Witnesses and Exhibits on the part of the Complainant and upon reading also particular parts of the separate Answers of the Defendant Vaunecaula Aude Narrain Brahmany to the said Bill of the said Complainant as evidence on the part of the said Complainant upon debate of the matter and hearing what was alledged by the Advocates on both sides and due Consideration had thereon This Court doth Declare that the Sirkar Serishtadar Engineer in the Bill mentioned was at the time of the Mortgage thereof by the Defendants Parrian Pappiah

Pappiah, Matta Papploo and Ramajeen to the Comp
and the Property of the said Defendants Each named
(and not the property of the Defendant Vaunelaula Ven
Narrain) and as such was rightfully and duly
Hypothecated - It is therefore Ordered and Dec
that it be referred to the Master of this Court to
take an Account of the Principal and Interest Mon
due to the Complainant upon the Bond of the said
Defendants Perriah Pappiah, Matta Papploo and
Ramajeen to the said Complainant dated the Eleve
day of March in the Year one thousand eight hund
and twelve for the Principal Sum of Twenty Seven
thousand and Sixty five Pieals or Seven thousand
Seven hundred and eighty one Star Pagodas, Fifte
Fanams and Thirty five Cash in the Bill mention
and the two Several Instruments by way of Mort
therein also mentioned - and likewise upon the
Several Acknowledgments in Writing from the
Defendants Each named to the said Complainant
for the Sums of two thousand three hundred and
thirty Pieals and twelve annas and nine hundre
and fifty one Pieals in the Bill also mentioned -
and that the said Master do inquire why and

for what Reason the Rate of premium in the said Bond was inserted at Twelve per Cent and do also enquire and under what Circumstances and with whose proper Monies and on whose account the Cargo of the said Ship Seree Angeneer was purchased or procured; and for what Purpose and under what Circumstances the same Cargo was Hypothecated to the Complainant by the said Defendants Perriah Pappiah, Matta Papploo and Ramajeen - And it is further Ordered that the said Master do enquire and ascertain upon and for what Consideration the Note in Writing from the Defendant Vaunelaula Andi Narraen to the Defendant Vaunelaula Venkiah Brameny for the Sum of three thousand and five hundred Pagodas in the Bill mentioned was made and granted, and how and in what Manner and under what Circumstances the Judgment in an action Commenced on the Plea side of this Court by the said Defendant Vaunelaula Venkiah against the said Defendant Vaunelaula Andi Narraen upon the said Note in the Bill also mentioned was obtained and entered up and Execution thereupon issued - And it is further Ordered that the Defendant Vaunelaula Andi Narraen do and cause

make

* only being in its nature an hypothecation, and the prior hypothecation which it was intended to discharge being at the rate of 8 per Cent.

make his election upon the said Master whether he the said Defendant will adopt or confirm the purchase of the said Ship Serce Angenier by the said Defendants Purniah Pappiah, Matta Pappiah and Ramayan as their agents as in the Pleadings mentioned - and in case the said Defendant Vaunelaida Audeaarrain shall not so elect then that the said Master do ascertain the Value of all and singular the Spars Masts and Rigging of a former Ship or Vessel called also the Serce Angenier (in the Pleadings mentioned) which were removed or taken to the Ship of the same name herein before first mentioned - and that the said Master be at liberty for the purpose of the Reference hereby directed to Examine the Complainants and Defendants in this Cause, and their respective Witnesses 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, Bonds, accounts Bills of Sale, Bills of Lading, Invoices, Letters 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 elect, must his election to be subject to all the equities attaching to the Vessel demanded as the property of the other Defendants Cornicut Pappiah Matta Pappiah and Ramayan and in case he shall decline to elect then

required to produce touching or concerning all or any of the matters hereby referred - and that in taking the said account the said Master do make unto the said parties respectively all just allowances and 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 Shaw
Dep^ty Reg^r

Supreme Court
Equity side
Affidavit Enclosed
&c. Subpoena &
Atty

Dupt Decree

In the Supreme Court of Judicature at Madras -

Equity side

Monday the Twenty first day of March
one thousand eight hundred and fourteen
and in the fifty fourth year of the Reign
of His Majesty King George the third

Between Jacob Johannes Complainant
and
Saies Seth and Stephen Johannes -
Defendants

This Cause coming on this day to be heard - It is
Ordered upon the Motion of Mr Samuel Toller advocate
for the Complainant and upon hearing Mr Compton on the
part of the Defendant Stephen Johannes and Mr Gahagan
on the part of the other Defendant Saies Seth that
the Bill of Complaint filed by the Complainant be
retained with liberty to the said Complainant forthwith
to institute such proceedings as he may be advised on
the Ecclesiastical side of this Court against the
Defendants for the purpose of compelling them to
bring exhibit a certain Testamen-
tary writing in the armenian language (in the Reading
mentioned) made and published by Mariam Shaumam
deceased therein named and bearing date the ninth day
of June in the Year one thousand Seven hundred and
Ninety seven - and this also ordered that the
Costs

Costs of the day upon the present hearing incurred by the Defendants respectively be taxed by the Master and paid by the Complainants to the said Defendants.

By the Court
Signed Wills Ricketts
Regr

Equity Side

Jacob Johannes
Clerk of the Court
Nathan Johannes

Copy Decree

In the Supreme Court of Judicature at Madras -

Equity side

Tuesday the 22. day of March one
thousand eight hundred and fourteen and
in the fifty fourth year of the Reign
of His Majesty King George the third
Between Avatoon Joseph Marooth
Complainant
and
Catoon Joseph Marooth, Dickhoon
Marooth and Grigory Marooth -
Defendants

This Cause coming on this day to be heard upon reading the
Bill of Complaint and Subsequent Pleadings on the part of the Complainant
together with the Depositions of Witnesses and Reading -
It is Ordered
by and with the Consent of all parties that all the Property
which belonged to the Estate of Joseph Marooth the Testator
in the Pleadings Named and now remaining in the possession
or power of the Defendant Dickhoon Marooth consisting
of a large House & Ground with the appurtenances
situated in Choolay Pallay in
Black Town of Madras together with a Stable and other
Buildings opposite thereto - another House and Ground
situated in the same Pallay
in Singanah Chetty Street in the Black
Town of Madras aforesaid and a House and Garden
with the out Houses and appurtenances situate at
Marmalong in the Vicinity of Madras aforesaid be
divided into two equal Shares and that one share thereof
be allotted to the Complainant and the Defendant Catoon
Joseph

Joseph Maroth his Mother to hold to them and their Respective Heirs in Severalty and the other Moiety thereof to the Defendants Dishkoon Maroth and Gregory Maroth their Heirs to hold to them the said Defendants Respectively and their Representatives in Severalty – and for the purpose of such division and allotment – It is further ordered by and with such Consent as aforesaid that the said Premises herein before described be forthwith sold by and under the directions of the Master in Equity of this Court – and that the Complainant and Defendants 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 Counsel advised and as shall be approved by the said Master – And that all Deeds, Bills of Sale, Chattel Conveyances, Certificates, Assignments, Documents of Title and other instruments in writing which are in the Possession or Power of the Complainant and Defendants respectively or any of them Relating to the said Premises be delivered over to the Purchaser or Purchasers thereof after payment by him or them of his or their purchase Monies and the Reports 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 – And it is also ordered that out of and from the Purchase Monies and proceeds of such Sale all Expences incurred in or in consequence of the said Sale be discharged – and that the Residue of the same Purchase Monies and proceeds be paid to and divided between the parties to this suit in the proportions herein before mentioned – but it is hereby directed that the share and proportion of the said Defendants Dishkoon Maroth and Gregory Maroth of such proceeds shall be held and retained by the said Master and be subject to the payment of such balance or sum of Money as shall be found and ascertained by the said Master to be due to the Complainant upon and by Virtue of a Bond bearing date the fourth day of February in the Year one thousand eight hundred and three entered into by the said Defendant Dishkoon Maroth to the said Complainant in the penal Sum of Eight thousand arcot Rupees Conditioned for the payment of the principal Sum of four thousand arcot Rupees on demand with Interest at the rate of ten per Cent per Annum – and that upon payment of such Ascertained balance

The

Spanier 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 his 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 Mis-application or non applica-tion of such Purchase Monies —

By the Court

(Signed) John Williams
Deply. Regr

In the Supreme Court of Judicature at Madras

Equity side

Saturday the thirtieth day of March one thousand eight hundred and eleven and in the fifty first year of the Reign of His Majesty King George the third Between Pompana Veera-nauda Modelliar — Complainant

and

Sumco Ramah Chitty and Veerana Chitty — Defendants

Whereas Process to the Extent of a Sequestration hath been awarded against the Defendants for want of their several Answers, and by an Order of this Court of the Twenty second day of March instant, it was Ordered that the Complainant's Bill should be taken pro Confesso against the said Defendants — It is Now on the Motion of Mr. Anstruther on the part of the Complainant, 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 Twenty second day of March 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 upon the Bond of Pommy Chinnatomby Chitty deceased the Intestate of the Defendant Veerana

Veerana Chitty dated the eighth day of June in the Year 1797 to the Defendant Suncoo Ramah Chitty - And that the said Master do also take an account of the Principal and Interest Money due upon the Bond of the said Defendant Suncoo Ramah Chitty of the first day of January 1804 to the Executors of the Estate of the Complainant's Father Pompava Vellapah Modelliar deceased (in the Bill Mentioned) and that the said Master do also tax the Complainant his Costs of this suit - and that the said Defendant Suncoo Ramah Chitty do pay unto the Complainant in discharge of the said last mentioned 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 Complainant for Principal, Interest and Costs And (in default of payment by the said Defendant Veerana Chitty of the sum of Money which shall appear to be due upon the first mentioned account 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 Defendant and also on the Defendant Suncoo Ramah Chitty 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 House and Ground which are charged by way of Mortgage by the said Bond of the said Pomny Chinnatomby Chitty such Sale to be made with his privity and under his direction, and that the proceeds of such Sale (not exceeding the Sum of Money which shall appear to be due upon the said first mentioned account) be paid to the Complainant or his Solicitor towards the discharge of such Sum of Money as shall be found to be due from the said Defendant Suncoo Ramah Chitty upon the account secondly herein before mentioned, and after the Payment and application of such proceeds, if any Surplus shall remain due upon the last mentioned account, that the said Master do in like Manner proceed to a Sale of the Grounds and Buildings which are Charged by the Deed Poll of Assignment by way of Mortgage of the first day of January in the Year 1804 from the Defendant Suncoo Ramah Chitty and in the Bill Mentioned, or of a Competent part thereof and that the proceeds of Sale of the Premises last mentioned be also paid to the Complainant or his Solicitor towards Satisfaction of such Surplus Debt and of the Complainant's Costs, and if any residue shall remain that the same be paid into the Registry of this Court, and Subject to the future order of this

this Court – and it is also ordered that the said Defendants Veeranah Chitty and Sumcoo Ramah Chitty and each of them as they shall be required, and all other proper Parties dejoin in such Sale or Sales as are herein before directed and in such Conveyances and assurances to a Purchaser or Purchasers as shall be by such Purchaser or Purchasers as shall be required, and as shall be approved by the said Master – and that all Deeds Bills of Sale, Certificates, Documents of title Cadjans and other 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 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

signed John Williams

Dep.ty Reg.r

In the Supreme Court of Judicature at Madras –

Equity side

Wednesday the Third day of April one thousand eight hundred and eleven and in the fifty first year of the reign of His majesty King George the third Between

Arcot Arumooga Chitty Complainant

and

Nyle Dowlah Bahauder and Hussamull Dowlah Bahauder Sons & personal Representatives of Syfun Mulk Bahauder dec.d Defendants

Whereas it appearing by an order of Court made on the 30.th day of March last that a writ of Sequestration which issued against the Defendant Syfal Dowlah Bahauder on the 1.st day of February last for want of his answer was returned on the 9.th day of the same month endorsed Sequestered a large Garden situated at Pudoopauk[illegible] otherwise called Chaultry Plain and known by the name of Syfun Mulks Garden the Property of the said Defendant – and that the Defendant Hussamall Dowlah Bahauder was a third time proclaimed on the 21.st day of March last to appear on or before the 25.th day of the same Month last that

the

the said Defendant Hasaamaall Daiclek Bahander
not appeared, and that the Com-
Bill should be taken pro confesso against the said
Defendants - It is now on the Motion of Mr.
Arbuthnot on the behalf of the Complainant that
Court will be pleased to pronounce a Decree accor
to the prayer of the said Bill, and upon reading
the aforesaid Order of the 30th March last and
also the Bill of Complaint in this Cause -
Ordered and Decreed that it be referred to
Master of this Court to take an account of the
Principal and Interest moneys owing due to the
- ant upon the instrument in writing in the Persian
Language purporting to be a Mortgage Bond of Syfun Mulk
Bahander deceased in the
Bill mentioned, and that the said Master do also
tax the Complainant his Costs of this Suit, and
that the said Defendants as the personal representa
of the said Syfun Mulk Bahander deceased, pay
unto the Complainant in discharge of the said Instrument
or 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 Defendants or either of them
Coming

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 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 Garden Ground & Premises
which are Comprised in & by the said Instrument
or Mortgage Bond and Bill & to be thereby charged on
such part thereof as may be requisite, such Sale
to be made with his privity and under his direction,
and that the said Defendants and all other proper parties
do join in such Sale and in all needful 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 Complain-
ant 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

has the same be paid into the Registry of this Court, to
subject to the future order of this Court - and that
all Deeds, Bills of Sale, Grants or Purwanahs
Muniments, agreements and other instruments in
writing 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 his or their Purchase being
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, Mis-
application or Non-application of such Purchase
Monies -
&c.

By the Court
(signed) John Williams
Dy Regr

In the Supreme Court of Judicature at Madras -

Equity side

Thursday the fourth day of April
one thousand eight hundred and Eleven
and in the fifty first year of the
Reign of His Majesty King George
the third Between Nacoda Chitty
Bommy Chitty Teagaray Chitty and
Yogapah Chitty the Sons Heirs
and Legatees of Chinna Bommy
Chitty deceased - Complainants

and

Chocapah Chitty & Arvenachella Chitty
the Surviving acting Executor of
Chinna Bommy Chitty deceased
Defendant

W.

This Cause coming on this day to be heard, upon
reading the Bill of Complaint and Subsequent Pleadings
together with the Depositions of witnesses and Exhibits
on the part of the Complainants and Defendant
respectively - and upon reading also particular parts
of the Answer of the said Defendant to the Bill
of the said Complainants as evidence on the part
of the said Complainants, and upon debate of the
Matter and hearing what was alledged by the
advocates on both sides, and due consider-
-ation had thereon - This Court doth think

fit

sist to Order and Decree and it is accordingly Ordered and Decreed that it be referred to the Master of this Court to enquire and ascertain whether any Sum or Sums of Money and to what amount was or were due and owing from Nagapah Chitty deceased in the Bill named at the time of his death to the Estate of Chinna Bommy Chitty deceased the Father of the Complainants in the Bill also named, upon or by Virtue of the two several agreements of the said Nagapah Chitty bearing date respectively the 5th day of May in the year one thousand Seven hundred and Ninety four and in the Pleadings of this Cause particularly mentioned being the Exhibits A and B annexed to the Bill or of either of them — and whether the Defendant as one of the Executors of the will of the said Bommy Chitty took any and what means and used due deligence to get in and recover or did at any time and when get in and recover the said Sum or Sums of Money or any and what part thereof, and that the said Master do also enquire and ascertain the Cause or Causes why such Money (if any due) was not gotten in Recovered or received by the said Defendant as such Executor as aforesaid and that for the purpose of this reference the said Master be at liberty to Examine the said Defendant upon oath on Interrogatories or otherwise as he shall think proper — and that the said Defendant do produce to and leave with the said Master (upon oath if required) all Books, Papers, Vouchers, Documents and Writings in his Custody possession or power touching or in any manner relating to the Matters hereby to him referred — and all further directions and the Consideration of Costs are hereby reserved until after the said Master shall have made his Report —

F. R.
M. V.

By the Court
(signed) John Williams
Deputy Regr

Supreme Court
Guilty side
Philip Marcar
Plaintiff's Attorney
vs
Solomon Simeon

Copy
Decree

In the Supreme Court of Judicature at Madras -

Guilty side

Monday the Sixteenth day of
October one thousand eight hundred
and nine and in the forty ninth
year of the Reign of His majesty
King George the third Between
Adrian De Fries, John De Fries
and Lewis De Fries, Sargeons
Sutur, John De Monde and
Christopher Briethaupt
Complainants
and William Abbott and Richard
Arthur Maitland — Defendants

This Cause coming on this day to be heard and debated
upon the Bill and answer 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
Answer of the Defendants thereto — 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 to take an account of the principal and
Interest Monies due to the Complainants upon the
Bond or obligation of the Defendants in the Pleading
mentioned and to tax the Complainants their costs
of this Suit — and that the Defendants do pay
unto

the aforesaid Order of the 27th day of March 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 Money due to the Complainant
upon the Mortgage Bond of the Defendant in the
Bill mentioned and that the said Master do also
take the Complainant's Bill Costs of this Suit and
that the said Defendant do pay unto the Complainant
in discharge of the said Mortgage Bond and of
such such sum of money as by the Master's
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 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 Master's Report that shall be made
thereupon on the said Defendant, 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 & Premises which are
Charged

Transcribed
Charged by way of Mortgage by the said Mortgage
Bond in the Bill mentioned, such Sale to be
made with his privity and under his direction
and that the said Defendant and all other persons
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 Bills of Sale
Deeds, Assignments, Documents of Title and other
Writings which are in the Possession or
Power

particularly mentioned in the answer of the Defendant John Sannier — And it is lastly Ordered that the Costs of the Complainants and Defendants in this Cause be taxed by the Master and paid out of the Funds in the Honble Company's Treasury — to the Credit of this Cause before any Division thereof shall be made between the Parties herein before mentioned; deducting from the Costs of the Defendant the Sum of five hundred Pagodas heretofore retained by him for that purpose —

By the Court
John Williams
Dpty Regr

In the Supreme Court of Judicature at Madras —

Thursday the Twenty Eighth day of March one thousand eight hundred and eleven and in the fifty first Year of the Reign of His Majesty King George the third

Equity side

Between Parattiethangal Moodelliar — Complainant

and

Gomastaun Doss — Defendant

Whereas by an Order of this Court made on the 27th day of March instant the Sheriff of Madras was directed that he should bring the Defendant into Court on this day — in Order to the said Defendant being charged a second time with the Bill — and Whereas in pursuance of such Order the said Defendant was this day brought before this Court — and having confessed ~~and Refused~~ the matters charged in the Complainants Bill ~~spoken in person and confessed the Debt~~ — It is now on the Motion of Mr. Compton on the part of the Complainant, that this Court will be pleased to pronounce a Decree according to the prayer of the said Bill — and upon reading the

to Order and Decree and this Accordingly Orders and Decreed that it be Referred to the Master of this Court to take an account of all sum and sums of Money, Securities for Money, Houses, Lands, Goods, Merchandizes and other Property and Effects belonging to the Complainant, that have at any time come to the hands, possession or power of or been Received by the Defendant Michael O Kirakose or that have come to the hands of any person or persons for the use or on account or with the privity of the said Defendant, and how and in what Manner, the same Monies, Securities for Money, Houses, Lands, Goods, Property and Effects have or hath been applied and disposed of and how much and what part or parts thereof doth or do now remain in the hands, possession or power of the said Defendant, or of any other person or persons in trust for him or for his use or by his directions and that in taking the said account, the said Master do charge and allow unto the Parties on either side Money Interest at and after such rate as he shall deem reasonable and do make unto them respectively all other just allowances, and that the said Master be at liberty for the purpose of this Reference to Examine the Complainant and Defendant and all other proper parties and witnesses, 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 manner relating to the matters hereby to him Referred - 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 as between the Complainant and the Defendant Michael Kirakose are hereby Reserved until after the said Master shall have made his Report - and it is lastly Ordered that the Costs of the Defendants Joseph Geslin and George Arbuthnot in this Cause be

Taxed

the said Bond be delivered up to the said Defendant Dishroon Marcath to be Cancelled, and the residue then remaining of the share of the said Defendants Dishroon Marcath and Gregory Marcath of such proceeds as aforesaid be forthwith thereupon paid to them the said Defendants Last Named or their Solicitor — and it is lastly ordered that the Costs of all parties in this suit as well as in any other suit or suits, action or actions now pending and undetermined in this Court and in which they the said parties or any of them may have been or may be in any Manner Concerned, be borne, paid, and sustained by each of the said parties respectively.

By the Court
Gibbs Ruckett
Regr.

on to the Contract or Consideration for the same, 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 Money —

By the Court
Gilbt Ricketts
Regr

of the said Johannes Manuel Sherman 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 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 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 Interrogatories, touching the said Estate of the said Johannes Manuel Sherman and the receipt and disposal of the same or of the rents, Issues and profits thereof by the said defendant or by the said Strathoon Lee deceased in his life time 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 Bonds Bills, Notes, and other Securities for Money, Bills of Sales Deeds, Agreements, Mortgages or other Documents relating to the said Estate and also all Books of Account, Papers and other writings in his Custody, possession or power, belonging to the same or in any Manner relating thereto or connected therewith; and that the Complainants

or

or any other person or their behalf be at liberty to inspect, Examine and take Copies of or Extracts from the said Books Papers, accounts and writings or any of them.- And it is further ordered that the said Master do enquire into the State of the respective families of the Complainants and whether the said Complainants, or any and which of them are or is married and whether there be any child or Children of such their or his respective Marriages and the Name, Sex. and age of such child or children 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 after the said Master shall have made his Report.-

By the Court

(signed) John Shaw
Dpty Regr

Supreme Court
Equity side
Macauley Esqr and others
vs
Chocalingum Chetty Annamallie
Chetty & another

Copy of Decree

In the Supreme Court of Judicature at Madras -

Equity side

Tuesday the ninth day of April
one thousand eight hundred and Eleven
and in the fifty first year of the
Reign of His Majesty King George
the third Between Christian
Dobler — Complainant
and
Michael Kirakoos, Joseph
Gestin and George Arbuthnot
Defendants

This Cause coming on this day to be heard,
upon reading the Bill of Complaint and Subsequent
Pleadings together with the Depositions of Witnesses
on the part of the Complainant - And upon reading
also particular parts of the Several answer of the
said Defendant Michael Kirakoos and also the
whole of the Joint and Several answer of the Defendants
Joseph Gestin and George Arbuthnot to the Bill
of the said Complainant as Evidence on the part
of the said Complainant - 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