610

Promissary Note Number One Hundred and Thirty Four also in the Bill mentioned to and in favor of this Defendant for this Defendant Says that the said Manelly Pouniah Modelly did not make such indorsements or either of them in the presence of or with the Privity knowledge or concurrence of this Defendant nor did he afterwards except as hereinafter is mentioned inform this Defendant of his having made such indorsements or either of them although this Defendant admits he hath been informed and believes that such indorsements as aforesaid were so made by the said Manelly Pouniah — And this Defendant further Answering denies that the said Manelly Pouniah Modelly delivered the said Promissary Notes so alledged in the said Bill to have endorsed as aforesaid to this defendant as the Agent of or in Trust for him the said Manelly Pouniah Modelly — And this defendant Says that he does not know of his own knowledge and Cannot set forth altho he admits as stated in the said Bill that the said Promissary Note when endorsed by the said Manelly Pouniah Modelly to this Defendant but of which indorsements he this Defendant was wholly Ignorant untill the Period hereinafter Mentioned

day of April One Thousand Eight Hundred and Thirty four — And this Defendant further Answering denies that he this Defendant by the direction of the said Manelly Pouniah Modelly or otherwise on or about the Twenty first day of June One Thousand Eight Hundred and Thirty Four or on any other day caused the said Promissary Note — Number One Hundred and Ten to be Subdivided into Twenty Six or any other Number of Promissary Notes for smaller Amounts in his this Defendants favor or that he this Defendant on or about the Twelfth day of August One Thousand Eight Hundred and Thirty four or on any other day by the like Direction or otherwise of the said Manelly Pouniah Modelly also caused the said Promissary Note Number One Hundred and Thirty four — to be subdivided into Thirty Three or any other Number of Promissary Notes for smaller Amounts also in his this Defendants favor for this Defendant saith that although he believes in what he has heard and been informed that the above — Two Subdivisions and also the other Subdivision hereinafter mentioned took place yet this Defendant saith that such Subdivision took place and where made without the knowledge Privity or Concurrence of this Defendant And that this Defendant did not know or become acquainted therewith nor did the said

Manally Pounah Modelly, inform him thereof untill the time hereinafter Mentioned — And this Defendant further Answering Says he is wholly unable from information or otherwise to set forth whether or not the whole of the Subdivided Promissary Notes did bear Interest from the Thirteenth day of April One Thousand Eight Hundred And Thirty four or from any other day but this Defendant Craves leave to refer to the same when the same Shall be produced and proved to the Satisfaction of this Honorable Court — And this Defendant expressly denies that he this Defendant afterwards caused ~~the~~ ~~same~~ one of the said Twenty Six Subdivided Promissary Notes as they in lieu of the said Promissary Note Number One Hundred And Ten as in the said Bill in that behalf alledged ~~again~~ to be again Subdivided into Twenty five other Promissary Notes of Smaller Amounts — But he says the same when Subdivided was so Subdivided by the Directions of the said Manally Pounah Modelly and the Fact thereof was wholly unknown to this Defendant untill the time hereinafter Mentioned — And this Defendant further Answering Says that for the reasons aforesaid And hereinafter Mentioned he is wholly unable

information or otherwise to set forth whether or not the last Mentioned Subdivided Notes do or not also bear Interest from the Thirteenth day of April One Thousand Eight Hundred And Thirty four or from any other day But this Defendant craves leave to refer to the said Notes when the same shall be produced and proved to the Satisfaction of this Honorable Court — And this Defendant further Answering Says that a few Months previous to the death of the said Manally Pounah Modelly but on what day in particular he this Defendant is wholly unable from Information or otherwise to set forth (he this Defendant being then living with the said Manally Pounah Modelly And being related to him by marrying his the said Pounah Sister) he the said Manally Pounah produced about Eighty of the said Subdivided Promissary Notes made out in favor of and in the Name of this Defendant And informed him that he the said Manally Pounah Modelly had Caused them to be so Subdivided in this Defendants Name, as a Name lender And Trustee only for the said Manally Pounah in Order to give out to the Public that he the said Manally Pounah Modelly was not the Proprietor thereof And he then requested this Defendant to Blank Endorse them also which he this Defendant having no Interest therein accordingly did without reading or noticing or in any Manner making himself informed of the Amounts Numbers or dates of the said Government Securities And delivered again to the said Manally Pouniah — And this Defendant further says that he hath heard And believes that of the said Eighty Subdivided Promissary Notes the said Manally Pouniah Moodelly in his life time sold some of them to divers Individuals And converted the same into Money for his own purposes And that One of such Subdivided Promissary Notes for Rupees Five Thousand was given by the said Manally Pouniah Moodelly in his life time to Soobiah Braminy his Gomostah in Trust for his the said ~~Moodly~~ Manally Ponniah Moodelly's Aunt Dawany Ummall And that Five other of such Subdivided Promissary Notes each for Rupees One Thousand were given by the said Manally Pouniah Moodelly in his life time to his Brother in law Mungadoo Sevvahah Moodelly And that fifteen others of the said Subdivided Promissary Notes Amounting in the whole to Rupees Twenty Thousand were given by the said Manally Pouniah Moodelly in his life time to this Defendant as a gift and for the Support and Maintenance of himself And ~~his~~ family he this Defendant having as aforesaid been married to the Sister of the said Manally

Pouniah. And this Defendant further says that from enquiries made by him he has been informed And which information he believes to be true to whom the said Manally Pouniah Moodelly sold as aforesaid And otherwise disposed of some of the said Subdivided Promissary Notes And this Defendant hath hereunto Annexed a List or Schedule of the said Eighty Subdivided Promissary Notes And of the Numbers Amounts And Particulars thereof so far as this Defendant has been able to procure And obtain information concerning the same And he has therein stated in whose custody the remainder of such Subdivided Promissary Notes now are according to the best of the knowledge information And belief of this Defendant which List or Schedule this Defendant prays may be taken as part And parcel of this his Answer — And this Defendant further says from the information he has received And the enquiries he has made he does not believe that the said Manally Pouniah Moodelly endorsed any of the said Promissary Note in blank endorsed by this Defendant at the request of the said Manally Ponniah Moodelly as aforesaid to or in favor of any person Whomsoever — And this Defendant denies it to be true save as is hereinbefore And hereinafter said Manally Pouniah Moodelly died without having revoked or altered his said Will and this Defendant says he doesnt know nor has he heard or does he believe that at the time of the death of the said Manally Pouniah Moodelly debts to a considerable or any Amount of the said Manally Chinniah Moodelly remained unpaid but this Defendant admits of any debts due by the Estates of the said Manally Chinnah Moodelly the said Manally Pouniah was jointly liable with the said Manally Moodookistnah + Moodelly Manally Kistnasawmy Moodelly and Manally Luchmanah Moodely— And this Defendant further Answering says he has been informed and believes it to be true that there were considerable Sums of Money but to what Amount in particular this Defendant is wholly unable from information or otherwise to set forth due to + various Creditors of the said Manally Kistnasawmy Moodelly which he the said Manally Pouniah Moodelly was liable to a Certain Amount to pay but that such liability will extend only to the Amount of the Sum Actually received by him for that purpose under and by Virtue of the said agreement of the Eleventh day of June One Thousand Eight Hundred and Thirty four— And this + Defendant further Answering says he believes the said

Manally Pouniah Moodelly was at the time of his + death was indebted to Cunatoor Soobaroy Moodelly + and others the representatives of Cunatoor Iyasawmy Moodelly and to a few other Individuals which in the whole will not as the Defendant verily believes exceed the Sum of Fifteen Thousand Rupees— And this Defendant further Answering says he admits it to be true that the said Manally Pouniah Moodelly had not at the time of his death secured and provided for the maintenance of the said Sewancawmy Ummalle and Vawany + Ummalle by the assignment of any particular property (except as hereinafter is mentioned) but this defendant saith that the Property and Estate left by the said Manally Pouniah was more than sufficient for that Purpose— And this defendant further says he hath heard and admits that after the death of the said Manally Pouniah Moodelly the said Complainant applied for Probate of the Will of the said Manally Pouniah Moodelly to be granted to him by this Honorable Court in its Ecclesiastical Capacity and that such Probate was accordingly granted to the Complainant at or about the time in that behalf in the said Bill stated but for greater Certainty this Defendant craves leave to refer to the ~~same~~ said probate under the seal of this Honorable Court when the same shall be produced and proved to the satisfaction of this Honorable Court — And this Defendant Admits that he has heard and believes that thereby the said Complainant became and is now the sole legal personal representative of the said Manally Pounah Moodelly but the same being a Question of law this Defendant Submits it to the Judgment of this Honorable Court — And this Defendant further Answering says he admits it to be true that the said Complainant as such Executor as aforesaid did soon after the said Manally Pounah Moodelly's death take possession of his Estate and property in his dwelling House — And this Defendant further Answering says he is wholly unable from information or otherwise to set forth whether the said John Wheeler in the said Bill named was the Auctioneer and Agent of the said Complainant — but he this defendant Admits he the said John Wheeler Acts as an Auctioneer and was Employed as the Agent of the said Complainant on the occasion hereinafter Mentioned — But he this Defendant denies that the said John Wheeler found on a Bench Amongst other loose Papers Fifteen or any other Government Promissory Notes of the Tanjore debt Amounting together to the Sum of Twenty Thousand Madras Rupees or any other Sum being part of the

Read as Evidence for the Complainant at the hearing
P.C.R.

P.C.R.

Thirty

Thirty three subdivided Government Promissory Notes in the said Bill particularly stated to have been received by this Defendant in Satisfaction of the said Promissory Note Number One Hundred and Thirty four for this Defendant says that such Fifteen Government Promissory Notes were on the Desk of the said Soobiah who was the Head Accountant or Book Keeper of the said Manally Pounah Moodelly in one of the Rooms of the House of the said Manally Pounah Moodelly in which he the said Soobiah usually sat the Key of the Door of which Room was Kept in the possession of the said Soobiah And this defendant saith that the said Soobiah delivered the last mentioned Fifteen Promissory Notes to the said John Wheeler in the Presence of this defendant after he had taken them from his said Desk — And this Defendant denies that the said John Wheeler also found in a Drawer of the said Manally Pounah Moodelly Another Government Promissory Note of the Tanjore debt for Madras Rupees Five Thousand or any other Sum being One of the Twenty six Subdivided Promissory Notes in the said Bill alleged to have been received by this defendant in lieu of the said Promissory Note Number One Hundred and Ten for this Defendant says that the said Promissory

Note

for Five Thousand Rupees, was deposited in and taken from the last mentioned Desk of the said Soobiah the same having been given to him the said Soobiah by the said Manally Ponniah Moodelly for the Maintenance of the said Davany Ummall though not Specially endorsed for that express object. And this Defendant further Answering says he does not know of his own knowledge although he believes and admits it to be true that such Promissary Notes so alledged the said Bill to have been found by the same John Wheeler did bear Interest from the Thirtieth day of April One Thousand Eight Hundred and Thirty four – And this Defendant further says – that the said Several last mentioned Government Securities were blank endorsed by this Defendant having been so blank endorsed at the time and on the occasion when the said Manally Ponniah Moodelly requested this Defendants Signature to the said Eighty Government Securities, as hereinbefore in that behalf is stated. And this Defendant further Answering he admits it to be true that the said Complainant did thereupon call upon and request this Defendant to render to him an account of the remaining Promissary Notes untruly alledged by the said Complainant to have

been

been received by this Defendant or such Subdivisions as in the said Bill in this behalf is stated but this Defendant expressly denies that he ever received the said remaining Promissary Notes or any Promissary notes or the said or any Subdivisions of any Notes except as hereinafter is mentioned – And this Defendant further says he admits he this Defendant at or about the time in the Bill in that behalf mentioned did for the purpose of assisting the said Complainant in his Enquiries as to the Amount of the Estate of the said Manally Pouniah Moodelly render to the said Complainant an Account according to the best information he this Defendant was able to obtain and of which the said Complainant was made acquainted purporting to be an Account of the Numbers and Amounts of the whole of such Subdivided Government Promissary Notes and also purporting to be an Account of the disposition of some of them by the said Manally Pouniah as far as this Defendant had obtained information concerning the same and according to the best of this Defendants knowledge and belief, – And this Defendant admits that such Account purported to be an account of the Disposition of some of the Notes but did not explain the mode in which this Defendant had dealt with the remainder of the Notes as alledged in the Said Bill the Same never having been in the possession of this Defendant to be dealt with or whether they were in his possession this Defendant never having in fact dealt with or in any manner taken into his possession the remainder of the said Notes except those given to this Defendant as hereinafter mentioned And this Defendant further Answering says having no Copy of the said Account he is unable from recollection or otherwise to set forth whether such Account did altogether ~~did~~ omit Three Notes for One Thousand Rupees each part of the said Twenty six Subdivided Notes for this Defendant was as already herein above mentioned that he only rendered an account of the said Promissary Notes as far as he had been able & at the time to obtain information respecting the same and no further he this Defendant having no personal knowledge whatever on the subject And this Defendant says he is wholly unable from information or otherwise to set forth whether such Account was for the reasons

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in the said Bill in that behalf stated unsatisfactory to the said Complainant But this Defendant submits that such Account so rendered by this Defendant for the purpose of assisting the said Complainant ought to an unprejudiced man to have been considered perfectly satisfactory

Read as Evidence for the Complainant at the hearing
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And this Defendant further says the said Complainant did call upon this Defendant to render him a further Account of the said Subdivided Government Promissary Notes — And this Defendant admits that he on or about the Third day of July One Thousand Eight Hundred and Thirty five did render to the said Complainant a further Account — But he expressly denies it was falsely made to appear but this Defendant as the fact was stated in such Account that the said Pouniah had given to him this Defendant Fifteen of the said Subdivided Promissary Notes for the reasons ~~hereafter~~ hereinbefore in that behalf mentioned — And this Defendant says the said Manally Pouniah Modelly having required and this Defendant having affixed his Signature to ~~about~~ about Eighty Government Promissary Notes as hereinbefore stated And being entirely ignorant of the Subdivisions made by the same Manally Pouniah Modelly as alledged in the said Bill he this Defendant is

Wholly unable from information or otherwise to + state whether the said Fifteen Promissary Notes ~~so~~ given as aforesaid to this Defendant by the said Manally Pouniah were part of the Twenty five + Promissary Notes received by the said Manally Pouniah And not by this Defendant in ~~Exchange~~ Exchange of the said Promissary Note Number Two Hundred And Sixty And whether Such Promissary Note Number Two Hundred And Sixty was or not One of the Twenty Six Promissary Notes received by the said Manally Pouniah And not by this Defendant in lieu of the said Government Promissary Note Number One Hundred and + Ten – And this Defendant further says he expressly denies that he this Defendant received either the Twenty five Promissary Notes in ~~Exchange~~ Exchange of the Promissary Note + Number Two Hundred And Sixty or received the Twenty Six Promissary Notes in lieu of the Government Promissary Note Number One Hundred And Ten – And this Defendant says he admits that the said Fifteen Promissary Notes hereinbefore Mentioned so given by the said Manally + Pouniah to this Defendant as hereinbefore stated did Amount together to the sum of Madras Rupees –

Twenty

Twenty Thousand – And this Defendant says that by the said last Mentioned Account it was also made to appear not falsely but as the fact was that the said Manally Pouniah Moodelly had given the said Mangadoo Survanah Moodelly Five other of the said Subdivided Promissary Notes for Madras Rupees One Thousand Each – And this + Defendant further Answering says, he does not exactly recollect the same but he Admits it may be true that by the first of such Account so delivered to the said Complainant as aforesaid it was merely stated with respect to the said Five Promissary Notes for One Thousand Rupees + each, that the said Survanah Moodelly had got them but for greater Certainty this Defendant craves leave to refer to the said first Account when the same shall be produced and proved to the satisfaction of this + Honorable Court – And this Defendant further Answering says he Admits it may be true that

P.C.R. Such further Accounts did altogether omit the said Three Notes for One Thousand Rupees each in the said Bill alledged to be part of the said Twenty Six Subdivided ~~Promissary~~ Notes – the same having been so omitted by reason of the Ignorance of this +

Defendant

Wholly unable from information or otherwise to +
state whether the said Fifteen Promissory Notes ~~&~~ so
given as aforesaid to this Defendant by the said
Manally Pouniah were part of the Twenty five +
Promissory Notes received by the said Manally Pouniah
and not by this Defendant in ~~Exchange~~ Exchange of the said
Promissory Note Number Two Hundred and Sixty
and whether such Promissory Note Number Two
Hundred and Sixty was or not one of the Twenty Six
Promissory Notes received by the said Manally Pouniah
and not by this Defendant in lieu of the said Govern-
ment Promissory Note Number One Hundred and +
Ten - And this Defendant further says he expressly
denies that he this Defendant received either the Twenty
five Promissory Notes in ~~Exchange~~ Exchange of the Promissory Note +
Number Two Hundred and Sixty or received the Twenty
Six Promissory Notes in lieu of the Government Promissory
Note Number One Hundred and Ten - And this Defendant
says he admits that the said Fifteen Promissory Notes
hereinbefore mentioned so given by the said Manally +
Pouniah to this Defendant as hereinbefore stated did
amount together to the sum of Madras Rupees -

Twenty

Twenty Thousand - And this Defendant says that
by the said last mentioned Account it was also
made to appear not falsely but as the fact
was that the said Manally Pouniah Modelly had
given the said Mangadoo Survanah Modelly Five
other of the said Subdivided Promissory Notes for
Madras Rupees One Thousand each - And this +
Defendant further answering says, he does not exactly
recollect the same but he admits it may be true that by
the first of such Account so delivered to the said Complainant
as aforesaid it was merely stated with respect to the
said Five Promissory Notes for One Thousand Rupees +
each, that the said Survanah Modelly had got them
but for greater certainty this Defendant craves leave
to refer to the said first Account when the same shall
be produced and proved to the satisfaction of this +
Honorable Court - And this Defendant further
answering says he admits it may be true that
P.C.R. such further Accounts did altogether omit the said
Three Notes for One Thousand Rupees each in the
said Bill alledged to be part of the said Twenty
Six Subdivided ~~Promissory~~ Notes - the same having
been so omitted by reason of the Ignorance of this +

Defendant hereinbefore mentioned regarding the divisions and Subdivisions of the said Notes so made by the said Manally Poonah Modelly but for greater Certainty herein and as to the Contents of the said Account this Defendant Craves leave to refer to the same when the same shall be produced and proved to the Satisfaction of this Honorable Court. And this Defendant further Answering says that the said Complainant did after this Defendant had so rendered the Second Account call upon this Defendant to deliver to him the said Fifteen Promissory Notes or to satisfy the said Complainant that the same had been given to him by the ~~same~~ said Manally Poonah Modelly. And this Defendant further Answering Admits that he this Defendant did state to the Complainant that he had sold four of the said Government Promissory Notes for One Thousand Rupees each but not as in the Bill is untruly stated that his necessities had obliged him this Defendant to make sale of such four Promissory Notes and that as to the remaining Eleven of the said Fifteen Government Promissory Notes he was not then provided with the proof required the said Complainant. And this Defendant

further

further Answering says that the said Complainant represented to this Defendant that the said Complainant and this Defendant ought to act in the affairs of the Estate in a friendly manner and that if this Defendant entrusted the said Complainant with the said Eleven Promissory Notes, he the said Complainant after producing the same to the Court would return them to this Defendant. And this Defendant confiding on such promise of the said Complainant agreed to deliver up and did accordingly deliver up the said Eleven Promissory Notes to the said Complainant. And this Defendant further saith that the said Complainant after so receiving the said Eleven Promissory Notes Executed a receipt in favor of this Defendant contrary to the terms of his promise aforesaid but containing such condition as in the Bill in that behalf set forth and which said receipt signed by the said Complainant is as follows

Madras 3^{d} July 1833

"Received this day from Mr. Chengleroy Modelly Eleven " Government Promissory Notes of the Tanjore debt Committee " in Value to the Sum of Madras Rupees Sixteen Thousand " (16000) being part of a Sum in Government Promissory

"Notes of the Tanjore debts amounting to Madras Rupees
"Twenty Thousand (20,000) stated by the ~~same~~ said M. Chengleroy
"to have been given to him by M. Poumah Moodelly for
"his Maintenance and I hereby undertake to deliver the
"said Eleven (11) Notes back to the said M. Chengleroy
"in Case upon the Coming in of his Answer the Court
"Shall require him to produce the same"

"P. Cator"

But this Defendant Saith that except for the promises made by the said Complainant to return the said Eleven Promissory Notes to this Defendant after producing the same to this Honorable Court he the defendant would never have agreed to deliver up and would have delivered up the same to the said Complainant And this defendant Submits that the possession of the said Complainant of the said Eleven Promissory Notes so obtained from the defendant must be Considered as the possession of this defendant and that the said Complainant is under the Circumstances a Trustee thereof for this Defendant. And this Defendant

R.R. further Answering ~~saith~~ admits he did deliver the same Eleven Promissory Notes to the said Complainant at or about the time in the Bill in that behalf mentioned. And this

this Defendant further Answering Admits that with part of the produce of the said Four Government Promissory Notes for One Thousand Rupees each, which this Defendant as aforesaid sold he the Defendant Purchased a House and Garden situate on the road to Trivatoor says he did take a Conveyance or assignment of the said House ~~& Garden~~ and ground in his own Name and for his own use but which said House he this Defendant Subsequently sold and disposed of. And this Defendant Submits that the same being in the possession of the purchaser thereof for a Valuable Consideration the same Cannot be decreed to stand as a Security to the said Complainant for the repayment of the said Four Promissory Notes — And this Defendant Submits that if the said Complainant shall Contend that the said House and Garden ~~of~~ at Trivettoor now in the Hands and Possession of Madin a bona fide purchaser thereof can be bound by this decree this Defendant Submits that the said Madin is a necessary party to the said suit and this Defendant Craves the same benefit of this objection as if he had pleaded the same in bar to the said suit ~~&~~ or specially demurred ~~hereto~~ thereto for the reasons aforesaid — And this Defendant

further

P.C.R.

further says that the said Eleven Promissory Notes so delivered to the said Complainant by this Defendant and stand in the name of this Defendant and that the whole of them were blank endorsed by him. And this Defendant further Answering says that receipts for Interest from the Thirtieth April One Thousand Eight Hundred and Thirty four to the Thirtieth day of April One Thousand Eight Hundred and Thirty five were written over the said blank endorsements of this Defendant upon Ten of the said Eleven Notes – And this Defendant further says that it does appear by the last mentioned Ten Notes and the fact is that such Interest has been received by this Defendant And that the remaining one of the said Eleven Notes does still remain blank endorsed by this Defendant in like manner as the other ten of the said eleven notes originally were before the Interests due on the Thirtieth April One Thousand Eight Hundred and Thirty five were received – And this Defendant further says he has been informed and believes it to be true that the said Suroanah on being required and fearing the Consequence of a refusal did deliver to the said Complainants the said Five Government Promissory Notes for One Thousand Madras Rupees each stated by this Defendant and as the fact was to have been given by the said Manapilly Pounah Modelly to

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the said Suravanah – And this Defendant further – Answering says that such last mentioned Five + Promissory Notes had also been blank endorsed by this Defendant the same having been so endorsed by this Defendant when produced to this Defendant by the said Manally Pounah with the Eighty Government Securities for his Signature the said Five Notes being as this Defendant believes included in that Number – And this Defendant further says that the said Complainants did call upon this Defendant to render to the said Complainants an + account of the Joys Jewels Property and other Effects alledged by the said Bill to have been entrusted to this Defendant by the said Manally Pounah Modelly in his life time and he says he did not pretend but as the Truth was stated that no part thereof was in his possession – And this Defendant denies he ever stated to the said Complainants that he has + delivered the whole of the said Joys Jewels Property and other Effects which had been entrusted to him by the said Manally Pounah Modelly before his death no such statement having been required of or made by this Defendant. And this Defendant says he had in his possession at the time of the said Manally Pounah Modelly's death a Diamond Necklace of the Value as this Defendant has been informed and believes of = Three Thousand Rupees or thereabouts and not of the Value of Ten Thousand Rupees as in the said Bill stated but he says such Diamond Necklace was by the said Manally Poniah Modelly in his life time given to this Defendant in Trust for this Defendant's son who was the Nephew of the said Manally Poniah Modelly and a Child to whom the said Manally Poniah ~~Modelly~~ was greatly attached he the said Manally Poniah ~~Modelly~~ having no Children of his own — And this Defendant further says that the said Complainant did at or about the time in the Bill in that behalf mentioned Called upon this = Defendant to deliver the said Necklace to him and to State what other property he had in his possession belonging to the Estate of the said Manally Poniah Modelly — And this Defendant further says he did on or about the

R.C.R.

Twenty Third day of July One Thousand Eight Hundred and Thirty five in Consequence of Threats used by the said Complainant to send this Defendant to the Police = deliver to the said Complainant the said Diamond = Necklace and assured the said Complainant as the fact was that he this Defendant had no other Property of the said Poniah in his possession this defendant

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in truth not having ~~any~~ in his possession any property of the said Manally Poniah Modelly other than those hereinbefore and hereinafter mentioned which has been given to this Defendant and his son and which ~~this~~ [illegible] this Defendant Considered as the property of his said son — And this Defendant further says that at such last mentioned time he this Defendant was in possession of a Pearl Necklace which had been given to this = Defendant in trust for his said son by the said Manally Poniah Modelly and this Defendant submits

R.C.R.

to this Honorable Court that such Pearl Necklace as well as the said ~~Pearl~~ Diamond Necklace formed no part of the said = Estate of the said Manally Poniah Modelly but belonged to the said Ballakistnah the said son of this = Defendant; And this Defendant further says that such last mentioned Pearl Necklace is according to the best = of this Defendant's Information and belief of the Value of Seven Hundred Rupees or thereabouts And this Defendant further says he admits that the said Complainant having been informed that he this Defendant had in his possession such Pearl Necklace so given as aforesaid to ~~his~~ the Son of this Defendant he again called on this Defendant to deliver such Necklace to him and again requested this Defendant to state what other Property he had of the said Manally Ponniah Moodelly in his possession And this Defendant further says that he admits that at or about the time in the Bill in that behalf mentioned and to avoid exposure at the Police under the illegal threats of the said Complainant deliver the said Pearl Necklace so belonging to the Son of this Defendant to the said Complainant in Consequence of his threats as aforesaid. And this Defendant says he did not again pretend but stated as the truth was that he this Defendant had no other Property of the said Manally Pounnah Moodelly And this Defendant further says he denies that he this Defendant at any time either in the life time of the said Manally Ponniah Moodelly or since his death received the Interests upon all the said ~~Government~~ Subdivided Government Promissary Notes as well those Originally as those Subsequently devised (except as in the Bill is excepted) And Except Interest upon the Ten out of the said Fifteen Notes given to him this Defendant as aforesaid by the said Manally Pounnah Moodelly in his life time as hereinbefore in that ~~life~~ behalf is stated from the Thirtieth day of April One Thousand Eight Hundred and Thirty four to the Thirtieth day of April One Thousand Eight Hundred and Thirty five or for any other time And this Defendant further

further says he admits he did sell and dispose as hereinbefore mentioned of four out of the said Fifteen Notes so given to him as aforesaid but Except as to such four Notes he did not sell or dispose of several or any of the said Government Promissary Notes and this Defendant further says that he not having made any sale of any of the said Government Securities except as aforesaid of such four of them which were given to him this Defendant as aforesaid he this Defendant did not render to the said Manally Ponniah Moodelly or to the said Complainant any account of Interests or proceeds received by him this Defendant no such Interest or proceeds ever having been received ~~by him~~ and this Defendant further says he denies that several or any of the said Subdivided Government Promissary Notes or any Jewels or other property were or was ever entrusted to this Defendant by the said Manally Pounnah Moodelly are still in the possession of this Defendant. And this Defendant denies that the said Manally Pounnah Moodelly in his life time lent and advanced to this Defendant and at his request several or any Sums of Money which this Defendant did not repay in the life time of the said Manally Pouniah Modelly but this Defendant says that the said Manally Pouniah Modelly and this Defendant and his family having lived together and formed an undivided family as to food and worship the said Manally Pouniah Modelly was in the habit of occasionally and whenever this Defendant applyed to him for Extra Expence to give this Defendant such Sums as he required for the purpose of the family and this Defendant further says that the said Manally Pouniah Modelly used to make entries in a Book kept by him for that purpose of all his Expences and therein also used to enter the sums so given to this Defendant as Sums paid to Armogum which is also this Defendants Name as on reference to such book in which such Entries are made will more fully appear but this Defendant saith that Sums are not mentioned as lent to this Defendant but as given or paid to him being Sums for the use of the family And this Defendant therefore submits that such Sums so Advanced as aforesaid are not and cannot be

Considered

Considered as Sums due to the said Complainant as the Executor of the said Manally Pouniah Modelly from this Defendant And this Defendant further saith that he this Defendant hath no Book or Books or Entry or Entries in which Sums are entered or made and he this Defendant is wholly unable to set forth any Account thereof And this Defendant says that the said Manally Pouniah Modelly never at any time lent any Sum or Sums of Money to this Defendant And he this Defendant is therefore unable to set forth the Account called for by the said Complainant in his Bill in that behalf or to set forth the Securities or Security alledged to have been given by this Defendant to the said Manally Pouniah Modelly for any loan made by the said Pouniah no such loan having ever in fact been made to this Defendant. And this Defendant further Answering saith he admits that the said Complainant did make such request to this Defendant as in the Bill are particularly mentioned But he says that he for the reasons hereinbefore and hereinafter mentioned refused to comply with such request or such accounts as are required after by

P.C.R.

The

said Bill having ever existed between this Defendant and the said Poniah And this Defendant says he never having received any Toys Jewels or other Property or any Subdivided Government Promissory Notes from the said Poniah Except ~~those~~ given to this Defendant, as aforesaid he does not pretend but denies that he ever rendered an Account of and redelivered to the said Manally Poniah Moodelly before his death all or any Toys Jewels Property or any other Effects as untruly alledged by the said Bill had been delivered to this Defendant by the said Manally Poniah Moodely and he also denies that he ever pretended that he delivered all or any of the said Subdivided Government Promissory Notes or those originally as those subsequently subdivided except such as this Defendant gave to the said Complainant No such Notes having ever been received by this Defendant as hereinbefore stated And he this Defendant is therefore wholly unable to set forth any statement or Account thereof And this Defendant does not pretend but submits to this Honorable Court that the said Fifteen Promissory Notes having been given to this Defendant from natural love and affection the same is a valid and legal gift and this Defendant does not pretend but

Submits

Submits that as one of the residuary legatees of the said Manally Poniah he ought not to be compelled to endorse the said Eleven Promissory Notes so given to this Defendant as aforesaid until it can be shown that there is a sufficiency of assets to pay the amount of the debts and legacies of the said Manally Poniah ~~Moodelly~~ but this Defendant denies that he ever pretended as in the said Bill in that behalf is stated And this Defendant further saith he admits that the said Complainant as such Executor as aforesaid has never assented to the retainer by this

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Defendant as a residuary legatee of the said Notes given to him but he saith such assent was not required in as much as the said Poniah gave the said Notes to this Defendant previously to his making his Will and that the validity of such gift can only be disputed for the ~~Sale~~ Sake of Creditors And this Defendant further says from the information he has obtained ~~received~~ he does not believe that the Claims against the said Manally Poniah Moodelly's Estate being its own debts and the liability of the Estate of the said Manally Poniah Moodelly to pay the debts due by the Estate of Manally Kistnasawmy Moodelly to the Extent of the Sum received by the said Manally Poniah Moodelly for that purpose and the liability of the Estate of the said Manally Pouniah Modelly to pay One fourth of the debts of the said Manally Chinniah Modelly the said Manally Ponniah Modelly being One of the four Sons of the said Manally Chinniah Modelly between whom the Estate and property of the said Manally Chinniah Modelly was divided and Amount to a greater sum with what will be sufficient to provide for the Maintenance of the said Seen Gawny Ummall and Dawany Ummall and with the legacies given by the said Manally Pouniah Modelly's Will than the assets realized by the said Complainant but for greater Certainty this Defendant Craves leave to submit the same to the Consideration of this Honorable Court, when the Account of the Estate of the said Manally Pouniah in the hands of the said Complainant shall have been taken by the directions of this Honorable Court. And this Defendant saith that it may be true that all the Claims preferred against the three Estates added together may Amount to a larger sum than the assets realized by the said Complainant but this Defendant Craves leave to refer to such Claims and the particulars thereof when the same shall be produced and proved to the Satisfaction of this Honorable Court, And this Defendant to the best of his information and belief denies that the said Complainant will be unable to apportion the assets of the said Manally Ponniah's

Estate

Estate to and among the parties entitled thereto under his Will unless this Defendant shall endorse and enable the ~~Defendant~~ Complainant to receive the Amount of the said Eleven & Promissory Notes the same not being as this Defendant Contends assets belonging to the Estate of the said Manally Ponniah And that he this Defendant ought not to be called into Account for the receive of the said Subdivided & Government Promissory Notes And the goys Jewels and other Effects in the said Bill alledged to belong to the Estate of the said Manally Ponniah no such Estate having Come to the hands of this Defendant And this Defendant further Answering says that the said Manally Ponniah having actually given and delivered and not merely intended to give to said Fifteen Subdivided Promissory Notes to this Defendant it was not necessary for him to have noticed such gift by his Will or leave therein notice that the same had been given or otherwise had made the same public but why he did not do so to this Defendant is wholly unable to Answer the same being known to the said Manally Pouniah Modelly alone and this Defendant further Answering says that the said Manally Pouniah Modelly not having Considered the said several sums of money paid by him to this Defendant for

the

for the purposes hereinbefore Mentioned to be loans to him this Defendant he this Defendant believes the said Manally Poniah Movelly did not therefore think it necessary by any document to have released the debts untruly alledged by the said Bill to be due by this Defendant as in the said Bill and hereinbefore particularly Mentioned and Stated to the said Poniah And this Defendant further Answering says that the said Manally Poniah Movelly did not by any Document or in any other Manner release such debt so alledged by the said Bill to be due as aforesaid he this Defendant not being indebted to the said Manally Poniah Movelly and not requiring any release therefrom And this Defendant further Answering says that the said Fifteen Subdivided Government Promissary Notes having been given to this Defendant as hereinbefore Mentioned And he this Defendant having had no account with the said Manally Poniah Movelly as his Agent or otherwise and there being no account to be stated settled or adjusted he submits to the Judgment of this Honorable Court whether the said Government Securities delivered to the said Complainant Ought not to be returned to him

And

And that he this Defendant ought to be permitted to retain the same. And this Defendant further Answering saith he admits that the Condition in which the said Manally Poniah was allowed to receive the said Government Promissary Notes of the Tanjore debt as Stated in the said Bill and indorsed by him also as hereinbefore in that behalf and in the said Bill Mentioned and in lieu or substitution of which the said Twenty six Notes were taken by the said Manally Poniah Movelly and not by this Defendant as hereinbefore in that behalf is stated was to the purport and effect in the said Bill in that behalf Mentioned and this Defendant saith and said Manally Poniah Movelly having mingled the Securities he received to pay the debts of the said Manally Tistnaswamy Movelly with the Securities he received on his own account and subdivided such Securities and dealt with and treated the whole as his property by selling and disposing of some of them and giving away others of them this Defendant believes the Estate of Manally Poniah Movelly will be liable to the Payment of

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Manally Kistnaswamy Modelly's debts to the Extent of the Amount received by the said Manally Pouniah Modelly for that purpose or to the Extent of Amount unpaid to Creditors of the said Sum so received by the said Manally Pouniah Modelly but whether the debts of the said Manally Kistnaswamy Modelly became a Specific lien or charge on his Estate And whether the said Sewah Gawmy Ummall And Dawany Ummall will have a right to a Maintenance thereout provided for them this Defendant submits as Questions of Law which he is wholly unable to Answer to the Consideration And determination of this Honorable Court And this Defendant further saith that the said Manally Pouniah Modelly having come to a large Estate and mingled his Estate with the said Manally Kistnaswamy Modelly And as the said Manally Pouniah Modelly's Estate being able as he this Defendant hath been informed And believes to pay all the demands of the Creditors of the said Manally Kistnaswamy Modelly he this Defendant submits as a Question of Law for this Honorable Court to decide And not in the power of this Defendant to Answer whether or not the said Manally Pouniah Modelly had any power to give or

dispose

dispose of any part of ~~the~~ such Subdivided Government Promissory Notes without first discharging the whole of the debts of the said Manally Kistnaswamy Modelly And setting a part Sums to provide And secure a proper And sufficient Maintenance for the said Sewah Gawmy Ummall And Dawany Ummall And this Defendant further Answering says he believes that there are debts but to what extent in particular this Defendant is wholly unable to Answer of the said Manally Kistnaswamy Modelly still due And owing And unpaid And that he this Defendant altho he has no positive personal information thereon doth not believe that any Sums or Sum of Money have or has been specifically invested or in any other Manner set a part to secure any sufficient Maintenance for And on the behalf of the said Sewah Gawmy Ummall And Dawany Ummall save And except that the said Manally Pouniah Modelly provided for their Maintenance in Manner following that is to say for the said Sewah Gawmy Ummall ~~and Dawany~~ in And by his said Will And for the Maintenance of the said Dawany Ummall by having given And set a part as hereinbefore in that behalf is mentioned the said Promissory Notes for Five Thousand Rupees for that purpose.

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And this Defendant denies all and all manner of unlawful Combination and Confederacy wherewith he his by the said Bill Charged without that there is any Matter Cause or thing in the Complainants said Bill of Complaint Contained Material or Necessary for this Defendant to make Answer Unto and not herein and hereby well and Sufficiently Answered avoided traversed or denied is true to the knowledge or belief of this Defendant all which Matters and things this Defendant is ready and Willing to aver Maintain and prove as this Honorable Court shall direct, and hereby prays to be hence dismissed with his reasonable Costs and Charges in this behalf Most wrongfully Sustained.

Mr Norris
Dfts Solr

J. Minchin.

Sworn to at my Chambers
this 26th day of August 1836
the Contents hereof having been
previously explained to this
Defendant by the Court
Interpreter

Myla Cheng Leveray
C

Before me,

R Comyn

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The Schedule referred to by the foregoing Answer being a List of Government Promissory Notes of Tanjore Debts

Numbers	Amounts	Remarks
261 of 100	20,000	Sold by Mannatty Soorijah Modelly to Messieurs Binny and Co in August 1834 for Costs due by him to Mr Thomas Teed
262 of ditto	5,000	Ditto by Ditto to Mr Braddock
263 of Ditto	5,000	Ditto by Ditto to Peter Cator Esqr date Unknown
264 of Ditto	1,000	Ditto by Ditto to Messrs Binny & Co in August 1834 for Costs due by him to Mr Thomas Teed
265 of Ditto	1,000	Ditto by Ditto to Ditto.
266 of Ditto	1,000	Ditto by Ditto to Messrs Arbuthnot & Co 4th April 1835.
273 of Ditto	1,000	Ditto by Ditto to Messrs Arbuthnot & Co 4th April 1835
274 of Ditto	1000	
275 of Ditto	1,000	
276 of Ditto	1,000	Ditto by Do. to V. Vedaswamy date unknown
277 of Ditto	1000	
278 of Ditto	1,000	Ditto by Do. to Rajah Dalchund Bahadoor 5th March 1835
279 of Ditto	1,000	
280 of Ditto	1000	
281 of Ditto	1,000	Ditto by Do. to V. Veeraswamy Moody date Unknown
282 of Ditto	1,000	
283 of Ditto	1000	Ditto by Do to Rajah Dalchund Bahadoor 5th March 1835.
284 of Ditto	1000	
285 of Ditto	100-13-10	Ditto by Do to Lala Sayechund Sing And Goordealsing 18th March 1835.

387

387	of	do	1,500	Given by Pouniah Moody in his life time to M Chungleroy Modelly for the support of himself And family which Afterwards have been handed by Chungleroy to Peter Cator Esqr—
388	of	do	1,500	
389	of	do	1,500	
390	of	do	1,500	
391	of	do	1,500	
392	of	do	1,500	
393	of	do	1,500	
394	of	do	1,500	
395	of	do	1,500	
396	of	do	1,500	
397	of	do	1,000	Ditto by do to Mr Surranah Modelly—
398	of	do	1,000	
399	of	do	1,000	
400	of	do	1,000	Given by Ponniah Modelly in his life time to Mr Chungleroy Modelly for the support of himself And family 2 of these Nos were sold by Mr Chungleroy to H. Chamier Esqr One to Mr Peter Carstairs One to Oriel Viveash Esqr And the other delivered to Peter Cator Esqr on the occasion he delivered the 10 Notes of 1,500 Rupees each above mentioned to P. Cator ~~Esqr~~—
401	of	do	1,000	
402	of	do	1,000	
403	of	do	1,000	
404	of	Ditto	1,000	Ditto by Ditto to Surranah Modelly—
405	of	do	1,000	Ditto by do to do & do
406	of	do	1,000	
407	of	do	1,000	Sold by Ponniah Modelly to Mr Vencatachellum Modelly April 1835—
408	of	do	1,000	
409	of	do	1,000	
410	of	do	1,000	
400	of	do	1,000	Do by do to Lalah Jaykissenroy And Gordeal Singh 18th March 1835—

356—

356	of	Ditto	3,000	Ditto by do to do — do — do
357	of	Ditto	3,000	
358	of	Ditto	3,000	Ditto by do to Rajah Daulchund Bahadur 5th March 1835—
359	of	Ditto	1,500	
360	of	Ditto	1500	Delivered to Peter Cator Esqr subsequent to the death of M Ponniah Modelly by his Goomastah Soobiah —
361	of	Ditto	1,500	
362	of	Ditto	1,500	
363	of	Ditto	1,500	
364	of	Ditto	1,500	
365	of	Ditto	1,500	
366	of	Ditto	1,500	
367	of	Ditto	1,500	
368	of	Ditto	1,500	
369	of	Ditto	1,500	
370	of	Ditto	1,000	
371	of	Ditto	1,000	
372	of	Ditto	1000	
373	of	Ditto	1,000	
374	of	Ditto	1,000	
375	of	Ditto	1,000	Sold by Pouniah Modelly to C Swamy Naida ~~Naidoo~~ Modelly in January 1835—
376	of	Ditto	1000	Sold by do to Lalah Oorjadoss 1st February 1835—
377	of	Ditto	1000	
378	of	Ditto	1,000	
379	of	Ditto	1000	
380	of	Ditto	1000	
381	of	Ditto	1,000	Sold by Ditto to A Teroopaurasoondrum Modelly 10th April 1835—
382	of	Ditto	1,000	Given by Ditto to Sp. Surranah Modelly
383	of	Ditto	1,000	Sold by Ditto to A Teroopaurasoondrum Modelly 10th April 1835—

384—

384 of Ditto 1,000 — Sold by Ditto to Rungapa Chitty 18th Octr 1834—
385 of Ditto 1,000 — Sold by Do to A Teroopparasoondra 10th April 1835—
386 of Ditto 1,000 — Sold by Do to Lalah Jay Chund roy And Goordial Sing 18th March 1835—

Jno Innes
Depty Solr

Myla Chengleroy

In the Supreme Court
Madras
Equity Side

The Replication of Peter Cator Esquire Complainant to the Answer of Mylay Chengleroy Modelly Defendant.

This Repliant saving unto himself all and all Manner of Advantage of Exception to the Manifold insufficiencies of the said Answer for Replication thereunto Says he will Aver and prove his said Bill to be true certain And Sufficient in the Law to be Answered unto And that the Answer of the said Defendant is uncertain untrue And insufficient to be replyed unto by this Repliant without that that there is any other Matter or thing whatsoever in the said Answer Contained Material ~~and~~ or effectual in the Law to be replied unto And not herein replied unto Confessed And avoided traversed or denied is true All which Matters And things this Repliant is And will be ready to Aver Maintain & prove as this Honorable Court shall Award And Humbly Prays as in And by his said Bill he hath already prayed—

A. B. Acworth
Plaintiffs Solicitor.

Supreme Court
Madras
Equity Side

The Rejoinder of Mylay Chengleroy Modelly Defendant to the Replication of Peter Cator Esqr Executor of the Last Will And Testament of Manally Poonnah Modelly Deceased Complainant.

The said Defendant Now And all times hereafter Saving And reserving to himself all And all Manner of benefit And Advantage of Exception to the Many Uncertainty And insufficiency of the said Replication Saith that the Defendants said Answer is Certain true & sufficient in the Law to be replied unto And he also saith as in And by his said Answer he hath already said And doth And will Aver And Maintain all And every thing and things therein to be true And Certain in Such Manner And form as he hath therein alleged and Expressed—

Jno Innes
Defend Solr

In the Supreme Court of Judicature at Madras.

In Equity —

Interrogatories to be Administered to Witnesses to be produced Sworn and Examined in a Certain Cause now depending and at Issue in this Honorable Court wherein Peter Cator Esquire Executor of the Last Will and Testament of Manally Pounah Moodelliar is Complainant and Mylay Chinglavary Moodelly is Defendant. —

On the part of the said Complainant

First Interrogatory to All the Witnesses — Are you acquainted with the Complainant and Defendant in the Title of these Interrogatories named or any of them and how long have you known them or such of them as you do know and were you acquainted with Manally Pounah Moodelliar also in the Title of these Interrogatories named in his life time and how long were you acquainted with him before his death. Declare the truth of the several Matters and things inquired after according to the best of your knowledge remembrance Information and belief with your reasons fully and at large.

Second Interrogatory to J. G. Turnbull Esqr. & Vedachellum Moodelly — Do you hold any and what office or situation in the Service of the East India Company and by Virtue of such your Office is it or not your Duty or One of the Duties of your Office to Issue or Cause to be Issued and granted Promissary Notes of the Madras Government in Payment or discharge of Sums of Money as are or have been found to

to be due by the late Ameer Sing Rajah of Tanjore by the Awards of the Commissioners appointed to investigate the debts due by the said late Rajah Ameer Sing and is it or is it not your duty or One of the duties of your Office to Issue or cause to be Issued or granted other Promissary Notes in lieu of the Promissary Notes so Originally granted on application of the holder thereof On such Promissary Notes being delivered up to be Cancelled and Are such Promissary Notes on being so Cancelled deposited with you or left in your Office and is it or not your duty or One of the duties of your Office to pay or Certify the payment of the Interest due on any such Promissary Notes. Declare the truth of the several Matters by this Interrogatory enquired after according to the best of your knowledge remembrance Information and belief with your reasons fully and at large.

Third Interrogatory To The same Witnesses — Was or was not a Promissary Note of the Madras Government No 110 dated the Eighteenth day of October One Thousand Eight Hundred and Thirty two for the Sum of Eighty two Thousand and One Hundred Madras Rupees Thirteen Annas and Ten Pie bearing Interest from the Thirteenth day of April One Thousand Eight Hundred and Twenty three granted in favor of and payable to Manally Pounah Moodelliar or order on Account of a debt found due by the said late Rajah Ameer Sing by the Award of the said Commissioners

No. 44 Has or has not that Promissory Note been discharged or Cancelled And is the same now in Your Possession And if so produce And leave the same with the Examiner at this the time of your examination, or if the same is not in Your possession then set forth what has become thereof And say at whose instance or at whose request the same was so discharged or Cancelled And was such request Made Verbally or in Writing And if by letter have you such letter And if yea produce And leave the same with the Examiner at this the time of your examination or set forth what has become thereof and when and was Any fresh or renewed Promissory Note or Promissory Notes and how Many granted in lieu of the said Promissory Note on the same being Cancelled And if yea set forth the Numbers dates And Amounts of such Promissory Notes And in whose Name or Names the same was or were so Issued or granted And was or not Any Interest which afterwards became due on such renewed Promissory Note or Notes paid to Any And what person or persons And is or not the Receipt for such Interest written on such Promissory Note or Notes. Have or has such renewed Promissory Note or Promissory

Notes

* or any of them been discharged or Cancelled And if yea by whom or at whose instance or at whose request have or has the same been so Cancelled and was such request made verbally or in writing and if by Letter or Letters is or are such letter or letters in your possession and are such cancelled renewed Promissory note or Promissory notes

Notes* in Your possession if yea produce And leave the same with the Examiner at this the time of Your Examination And was or were Any New Promissory Note or Promissory Notes granted in lieu thereof And if yea set forth in whose Name or Names the same were so granted with the Numbers dates And the Amounts thereof — And to whom were the several last renewed Promissory Notes in this Interrogatory inquired after delivered or by whose Authority were the same delivered out of Your Office And was such Authority given Verbally or in Writing or by letters And if by letters are the same in Your possession if so produce And leave the same with the Examiner at this the time of Your Examination declare the truth of the several Matters by this Interrogatory inquired after according to the best of Your Knowledge remembrance Information And belief with Your reasons fully and at large. —

45th Interrogatory To the same Witnesses

Was or was not a Promissory Note of the Madras Government No. 134 dated the 24th day of July One Thousand and Eight Hundred And Thirty Three for the Sum of Fifty Two Thousand And five Hundred Madras Rupees bearing Interest from the Thirtieth day of April One Thousand Eight Hundred And Twenty Three granted in favor of And payable to Manally Moodookistna Moodelly Manally Ponniah Moodelly and Manally Latchmana Moodelly or their order on Account of a debt found due by the said late Rajah Ameer Sing by the Award of the said Commissioners No. 44 and by the said Moodookistna Pommiah and Lutchmana Endorsed and transferred to the said Manaly Pommiah Moodelly Has or has not that Promissory Note been discharged or Cancelled and if yea have you the same or the same now in your possession and if so produce and leave the same with the Examiner at this the time of your examination or if the same is not in your possession state what has become thereof and say at whose instance or at whose request the same was discharged or Cancelled and was such request made verbally or in writing and if by letter have you such letter and if yea produce and leave the same with the Examiner at this the time of your Examination or set forth what has become thereof and were or was any fresh or Renewed Promissory Note or Promissory Notes and how many granted in lieu of the said Promissory Note on the same being Cancelled and if yea set forth the Numbers dates and Amounts of such renewed Promissory Notes and in whose name or names the same was or were so issued ~~and~~ or granted and was or not any Interest which afterwards became due on such renewed Promissory Note or Notes paid to any and what person

or persons

or persons and is or not the receipt of or such Interest written on such Promissory Note or Notes have or has such renewed Promissory Note or Promissory Notes or any of them been discharged or Cancelled and if yea by whom or at whose instance or at whose request have or has the same been so Cancelled and was such request made verbally or in writing and if by letter or letters is or are such letter or letters in your possession and are such Cancelled renewed Promissory Notes or Promissory Notes in your possession if yea produce and leave the same with the Examiner at this the time of your Examination and was or were any new Promissory Note or Promissory Notes granted in lieu thereof and if yea set forth in whose name or names the same were so granted with the Numbers dates and other Amounts thereof and to whom were the several last renewed Promissory Notes in the Interrogatory inquired after delivered or by whose Authority were the same delivered out of your Office and was such Authority given verbally or in writing or by letter and if by letter are the same in your possession if so produce and leave the same with the Examiner at this the time of your

Examination. Declare the truth of the several Matters by this Interrogatory enquired after According to the best of Your Knowledge remembrance information And belief with Your reasons fully And at large.—

Fifth Interrogatory to M. Soobaroy Moodelair Nallambalum Veerasawmy Moodely

Are you or not acquainted with the Signature And hand writing of the said Defendant Mylay Chengalvaroy Moodelly— if Yea have you seen him write or how did you become acquainted with his hand writing. Look at the several Paper writings now produced And Shewn to you at this the time of Your examination Marked And which have been produced And left with the examiner by John George Turnbull Esquire And say in whose hand writing the Signature Mylay Chengalvaroy Moodelliar thereon or subscribed thereto respectively is Declare the truth of the several Matters by this Interrogatory enquired after & According to the best of Your Knowledge remembrance & information and belief with Your reasons fully And at large.—

Sixth Interrogatory to Manny Mootoo

Were you or not in the service of or employed in some and what Capacity by the said Manelly Ponniah Moodelly And had you Any And what opportunity or opportunities of Knowing or observing where or in what place the said Manelly Ponniah Moodelly Kept or placed for safe Custody

his—

his Toys Jewels Company's Securities or other valuable Papers and effects if Yea set forth the same and in what place he Kept the same And whether such place was secured in Any And what Manner And if you shall say that he Kept the same in a Chest or Box say whether such Chest or Box was locked or how otherwise secured And who Kept the Key thereof And if you shall say that the said Ponniah Kept the Key then set forth whether the said Ponniah was in the habit of opening such Chest or Box himself or entrusting the Key to any and what other person or persons And who or whom by Name for the purpose of opening such Chest or Box or for Any other purpose And did you or not at Any time shortly before the death of the said Ponniah see the Contents of the said Chest or Any part of what was in the said Chest; if Yea set forth a full discription of what you so saw therein And did you or not at Any time And when see Any And which of such Articles in the possession of the Defendant Mylay Chengalvaroy Declare the truth of the several Matters by this Interrogatory Enquired after according to the best of Your Knowledge & remembrance information and belief with Your reasons fully And at large.—

Seventh Interrogatory to John Wheeler Moorogahpah Moodelly } Were you or not shortly after the death of the said Manally Ponnah Moodelly and when &c employed by the Complainant to take charge of the effects of the said Ponnah Moodelly and did you take charge thereof and did you or not find among the effects of the said Ponnah and in his dwelling House any and what Company's securities if yea set forth the numbers dates and amounts of such Notes and in whose favor the same were granted and by whom if any on the same & were endorsed and say in what part of the said House you found the same and whether the same were secured in any and what manner. Did you then or at any time afterwards and when have any Conversation with the said Defendant relative to a Diamond Necklace which had belonged to the said Ponnah and if yea set forth the same and say what led or was the Cause or occasion of such Conversation taking place and who was or were present at such Conversation. Was or not such Diamond Necklace then produced or did the said Defendant or any person or persons in your presence and in the presence of the said Defendant state what had become thereof

And

And when the same was and did the said Defendant deny or admit the possession thereof. Declare the truth of the several Matters by this Interrogatory enquired after according to the best of your knowledge remembrance information and belief with your reasons fully and at large.

Eighth Interrogatory to John Wheeler } If in your reply to the preceding Interrogatory you shall have stated that the Conversation therein alluded to arose from your having seen a Red Morocco Case in the House of Ponnah then say if on any former occasion and when you saw that Case and what was then Contained therein and if you shall say it Contained a Diamond Necklace then say what was the Value of such Diamond Necklace as you know or for any and what reason believe. Declare the truth of the several Matters by this Interrogatory enquired after according to the best of your knowledge remembrance information and belief with your reasons fully and at large.

Ninth Interrogatory to Soobaroy Mood: } Look upon the Paper Writings now produced and shewn to you at this the time of your examination marked with the letters Y and Z. Do you know or can you set forth by whom and when the same were delivered to the said Complainant. If Yea set forth the same and were You and any other and what person present when they were so delivered and did any and what Conversation take place in Your presence and in the presence of the Defendant when the same were so delivered and if Yea set forth such Conversation fully truly and particularly Declare the truth of the several Matters by this Interrogatory enquired after According to the best of Your Knowledge remembrance Information and belief with Your reasons fully and at large

Last Interrogatory to All the Witnesses

Do you know of any other Matter or thing which may in any wise tend to the benefit and Advantage of the Complainant in this Cause if Yea declare the same as fully as if You had been thereunto particularly Interrogated

H. B. Acworth
Plaintiff Sol.

Geo. Norton

Renew
S. Crawford D.A.G.

Examined

28th June 1834

[illegible] Acting Head Assistant Accountant

Tanjore Debt

Promissory Note for Madras Rupees 82100 – 13 – 10.

The Governor in Council of Fort St George in pursuance of an Order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby Acknowledge and Certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty three there was due and owing from His late Highness Ameer Sing deceased the late Rajah of Tanjore to Manually Poonniah of Madras as Executor of the late Manually Kistnaswamy deceased the aggregate sum of Eighty two Thousand and One Hundred Madras Rupees thirteen Annas and Ten Pie —— being the Consolidated Amount of Principal and Interest at that date as appears by the Award of the Commissioners in England appointed to investigate the debts of His said Highness. Such Award being No. 36 (Thirty Six) in Certificate ~~No. 27 (Twenty Seven) and dated the 13th day of April 1832~~ and the ~~said Governor in Council in further pursuance of the said~~ Order and also in Conformity with and in pursuance of the Articles of Agreement made and executed between the said United Company of the one part and the several Creditors of the said late Rajah of the other part bearing date the 11th day of February 1824 and the Statute thereupon in that behalf made and provided does hereby Promise for and on behalf of the said United Company to pay the said Sum of Eighty two Thousand and One Hundred Madras Rupees thirteen Annas and Ten Pie —— to the said Manually Poonniah of Madras as Executor of the late Manually Kistnaswamy deceased his Executors or Administrators or his or their Order on demand at the General Treasury of Fort St George after the Expiration of Fifteen Months Notice of ~~payment to be given by the said Governor in Council in the Madras Government Gazette~~. And so long as the Revenue of Tanjore shall continue in the possession of the said United Company, the said Governor in Council does hereby Promise for and on behalf of the said United Company to pay the Interest accruing on the said Sum of Eighty Two Thousand and One Hundred Madras Rupees thirteen Annas and Ten Pie from the 30th April 1823 —— at the rate of Four per cent per Annum ~~by half yearly Payments to the said Manually Poonniah~~ of Madras as Executor ~~of the late Manually Kistnaswamy deceased his Executors or Administrators on the Thirtieth~~ of October and Thirtieth of April in each Year, the said Interest shall be payable at the General Treasury at Fort St George in Cash only. If the Proprietor of this Note be Resident in India at the time such Interest is payable. If the Proprietor of this Note be bona fide Resident in Europe the Interest shall be payable at his option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings and One Penny in Calcutta Rupee per the Exchange of One Hundred and Six & a half Madras Rupees per One Hundred Calcutta Sicca Rupees payable Twelve Months after date.

Dated at Fort St George this Eighteenth day of October 1832.

Signed by Authority of the said Governor in Council.

E. B. Smith
Actg Secretary to Government.

4/36 At L. adelivre
C R

Accountant General's Office
Registered as No. 115 of 1832/33
S. Crawford
D.A.G.

Madras 20th June 1834 Received the Eleven Years Interest in Cash due on the 30th April 1834 Madras Rupees Thirty Six Thousand One Hundred And Twenty four Annas Six And Pie One

Ex.

M. Poonniah.

Executor to M. Kistnaswamy deceased

R. L. O. S.

P. L. C. R. B.

No. 49 Ex. C R Baynes

H. A. A. G.

Pay to Myley Chenglevaroy Moodeliar or order

M. Poonniah

Executor to M. Kistnaswamy Moodeliar deceased

To be delivered Into Thirty Two Bonds in my name.

1 Bond for Madras Rupees — 30000
1 do — do — do — 20000
2 do @ 5000 — do 10000
13 do @ 1000 — do 13000
7 do @ 700 — do 4900
2 do @ 600 — do 1200
5 do @ 500 — do 2500
1 do @ 500-13-10 do 500-13-10

32 — 82100-13-10

Supreme Court **A** Equity Side
Petitioner Esquire vs M. Chenglevaroy Mood.
This Exhibit was produced before me at the Examination of the Witnesses on the 18th May 1837 and shewn to P. Vadachellum Mood. & Myley Soobaroy Mood. and R. Veeraswamy Mood.

Addressed and read by the Plaintiff in the above Mentioned Cause this 14th Sept. 1837

J. G. Fullerton
De Regt.

Received the New Notes in lieu of this as above in my Name
Myla Chenglevaroy Moodeliar

To be Subdivided into ~~the~~ Twenty Six Bonds in my Name as follows

1 Bond for Madras Rupees — 30000-..-..
1 do for do — 20000-..-..
2 do @ 5000 do each — 10000-..-..
21 do @ 1000 do each — 21000-..-..
1 do @ 1100-13-10 — 1100-13-10

82,100-13-10

Received Twenty Six New Notes in lieu of this in my Name as above
Myla Chenglevaroy Moodelliar

(A True Copy
J. Fullerton
D.R.

To

The Accountant General

Sir

I request you will Subdivide the + undermentioned Bond agreeably to the receipt given by Me on the Back thereof

I remain,
Sir
Your Most Obedient Servant
Myla Chengelvaroy Moodelliar

H.T.

Madras
20th June 1834

One Promissory Note No 110 of 1832/33 for Madras Rupees 82,100-13-10

The Secy on Bond
Recd by A Vencata Subbier
R. L. Ot.
21st June 1834

(A True Copy
J. Fullerton
D.R.

Bond Department
No. 915-
From Myla Chenglevaroy Moodelliar
Dated 20
Received 20 } June 1834
With One Bond -

Requesting to Subdivide the Enclosed One Bond into Thirty Two

Exd.
Bond Receiver
R. L. O. S.

…me **B** Equity Side
…to Esqr. vers M. Chenglevaroy this …was produced before me at …amination of the Witnesses on the 18th May 1837 and shewn to P. Vadachellum Mood. and Myla Soobaroy Mood. and R. Veeraswamy Mood. by me.

Fredk. Orme
Examiner

Addressed and Received by the Plaintiff in the Above Mentioned Cause this 14th Sept. 1837-

J. G. Fullerton
D.R.

Renewed & Crawford
D.A.G.

Subdivided.
24th June 1834.

18th August 1834
Cancelled & subdivided into Twenty five Notes in the Name of Myla Chengelvaroy Moodelliar as follows

Examined

Tanjore Debt.
Promissory Note for Madras Rupees 30,000 "-"

The Governor in Council of Fort St. George in pursuance of an Order from the Court of Directors of the United Company of Merchants trading to the East Indies [illegible] made does hereby Acknowledge and Certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty three there was due and owing from his late Highness Amar Sing deceased the late Rajah of Tanjore to Myla Chenglevaroy Moodliar

the aggregate sum of Thirty Thousand Madras Rupees.

being the Consolidated amount of Principal and Interest at that date as appears by the Award of the Commissioners in England appointed to investigate the debts of His said Highness such Award being No. 36 Thirty six [illegible] Seven and [illegible] 1832.

and the said Governor in Council in further pursuance of the said Order and also in Conformity with and in pursuance of the Articles of agreement made and Executed between the said United Company of the one part and the several Creditors of the said late Rajah of the other part bearing date of the 11th day of February 1826 and the Statute thereupon in that behalf made and provided does hereby promise for and in behalf of the said United Company to pay the said Sum of Thirty Thousand Madras Rupees

to the said Myla Chenglevaroy Moodelly his Executors Administrators or his or their Order on demand at the General Treasury of Fort St George after the expiration of Fifteen Months notice of payment to be given by the said Governor in Council in the Madras Government Gazette And so long as the Revenues of Tanjore shall Continue to be in the possession of the said United Company The said Governor in Council does hereby promise for and in the behalf of the said United Company to pay the Interest accruing on the said Sum of Thirty Thousand Madras Rupees from 30th April 1834 (Thirty four) at the rate of four per Cent per Annum by half Yearly Payments to the said Myla Chenglevaroy Moodelliar his Executors Administrators or his or their Order on the Thirtieth of October and Thirtieth of April in each Year. The said Interest shall be payable at the General Treasury at Fort St George in Cash only. If the Proprietor of this Note be Resident in India at the time such Interest is payable: if the Proprietor [illegible] Resident in Europe the Interest shall be payable at his Option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings one penny the Calcutta Rupee at the Exchange of One Hundred and Six and a half Madras Rupees per One Hundred Calcutta or Sicca Rupees payable Twelve Months after date.

Dated at Fort St George this 24th day of June 1834.
Signed by Authority of the Said Governor in Council
J. A. [illegible]
Dep. Secretary to Government

Adjutant Generals Office
Registered as No. 280 of 110 of 1832/34
[illegible]
D.A.G.

(A True Copy)

J G Fullerton
D.R.

Myla Chenglevaroy

To be Subdivided and Received into 25 Notes in my Name as follows Viz.

Ten Notes at 1500 Madras Rupees each is	Mds. Rs.	15,000
Fifteen Notes at 1000 Mds. Rs. each is	do	15,000
Twenty Five		30,000

Received Twenty Five Notes in lieu of this as above

Myla Chenglevaroy Moodellar

Supreme Court. C. Equity Side

Peter Cator Esqr and M. Chengelvaroy

This Exhibit was produced before me at the Examination of the Witnesses on the 18th of May 1837 and Shewn to P. Vasada [illegible] Mylay Soobaroy Moodr and K. Veeraswamy Moodr

by me Thos R. Orme
Ex.

Adduced and Read by the Plaintiff in the above Cause this 6th Sept 1837

J. G. Fullerton
D. Regr.

To

The Adjutant General

Fort St. George

Sir

I have the honor to Enclose a Tanjore Promissary Note No. 260 of 110 for Madras Rupees 30,000 which I request you will order to be Subdivided into 25 Notes in My Name as per Endorsement on the back thereof.

I have the honor to be

Sir

Your most obedient Servant

Myla Chengelvaroy Moodelliar

S.L.T.

Madras

12th August 1834

C.S.

The Inclosed Bond received by A Vencatasoobao

13th August 1834

R.L.St.

(A true Copy)

J.Y. Fullerton

D. Regr.

Supreme Court D Equity Side

Peter Cator Esqr. vs M. Chengleroy Moodr.

This Exhibit was produced before me at the Examination of the Witnesses on 18th May 1837 And Shewn to P. Vadachellum Moodr. And Myla Soobaroy Moodr. And N. Veeraswammy Moodr.

by me

Fredk. Ommanney

Exr.

Adduced And read by the Plaintiff in the above mentioned Cause this 14th Sept. 1837

J.Y. Fullerton

D. Regr.

Bond Department

No. 1925

From Myla Chengleroy Moodr.

Dated 12 Augt.
Received do. } 1834

Requesting to Subdivide the Inclosed One Bond into Twenty Five Notes

Bond Received

R.L.St.

Adduced and read by the Plaintiff in the Above Mentioned Cause this 14th Sept. 1837

J.Y. Fullerton

D. Regr.

To

The Accountant General

Fort St. George

Sir

I beg leave to request that you will be pleased to deliver to the Bearer A Rungaswamy Moodelliar the Fifty Eight Tanjore Promissary Note granted in lieu of Two which were forwarded to Your Office in my letter of the 12 Instant.

I have the honor to be

Sir

Your most obedient Servant

Myla Chengelvaroy

Madras

18th Augt. 1834

Peter Cator Esqr. vs M. Chungleroy Mr.

Supreme Court Equity Side

This Exhibit Marked E was produced before me at the Examination of the Witnesses on the 18th May and Shewn to P. Vadachellum My. and Myla Soobaroy Moodr. and N. Veeraswammy Moodr. — By me Fredk. Ommanney Exr.

(A true Copy)

J.Y. Fullerton

D.R.

Pawn'd [illegible] Crawford
D. A. G.

Subdivided
14th June 1834 -

Tanjore Debt

Promissary Note for Madras Rupees 20,000

The Governor in Council of Fort St. George in pursuance of an Order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby acknowledge and certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty Three there was due and owing from His late Highness Ameer Sing deceased the late Rajah of Tanjore to Myla Chinglevaroy Moodelliar

the aggregate Sum of [illegible] Thousand Madras Rupees being the Consolidated Amount of Principal and Interest at that date as appears by the award in England [illegible] appointed to investigate the Debts of His said Highness such award being No. [illegible] in [illegible] No. 27 [illegible] and dated the 13 day of [illegible] And the said Governor in Council in further [illegible] the said Order and also in conformity with the [illegible] Articles of Agreement made and executed between the said United Company of the One part and the Several Creditors of the said late Rajah of the other part bearing date the [illegible] day of February [illegible] behalf made and provided [illegible] promise for and on behalf of the said United Company to pay the said Sum of Twenty Thousand Madras Rupees -

Myla Chinglevaroy Moodelliar his to the said Executors or Administrators or his or their Order on demand at the General Treasury of Fort St. George after the expiration of Fifteen Months Notice [illegible] Madras Government Gazette and so long as the Revenues of Tanjore shall continue to be the possession of the said United Company The said Governor in Council doth hereby promise for and on behalf of the said United Company to pay the Interest accruing on the said Sum of Twenty Thousand Madras Rupees from 30th April 1834 Thirty Four

at the rate of two per Cent per Annum by half yearly payments to the said Myla Chinglevaroy Moodelliar his Executors Administrators or his or their Order on the Thirtieth of October and Thirtieth of April in each year the said Interest shall be payable at the General Treasury at Fort St. George in Cash only if the Proprietor of this Note be Resident in India at the time such Interest is payable if the proprietor of this Note be bona fide Resident in Europe the Interest shall be payable at his option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings and One Penny the Calcutta Rupee at the Exchange of One Hundred and Six and a half Madras Rupees per One Hundred Calcutta Sicca Rupees payable Twelve Months after date -

Dated at Fort St. George this 24th day of June 1834.

Signed by Authority of the said Governor in Council

Accountant General's Office

Registered as No. 205 of 110 of 1832/33

Dep. Secretary to Government

7/20
Alex.
[illegible]

Pay to Thomas Teed Esquire or Order
Myla Chengelvaroy

Madras 30th of October 1834 Received in Bills on England the half Years Interest Due this day Madras Rupees 400 in Favor of Thomas Teed Esquire -

W. L. Binny atty
to Thomas Teed Esq.
B. No. 1156 Rs. of P4

Exd P.V.
P. L.

Cent P. E. B. No. 3 Examined C. H. Baynes
D. A. G.

Madras 30th of April 1835 Received in Bill on England the half Years Interest due this day M. Rs. 400 in favor of Thomas Teed Esq.

James Scott
Atty
to Thomas Teed Esq.

Exd P.V.
P. L. R.

G. I. B. P. E. B. No. 5 Examined C. H. Baynes
D. A. G.

Madras 30th of October 1836 Received in Cash the half Years Interest due this day M. Rs. 400 -

James Scott
Atty
to Thomas Teed Esq.

Exd P.V.
P. L. R.

C. L. R. P. L. B. No. 11 Examined
C. Keyson
[illegible]

Madras 30th of April 1836 Received in Cash the Half Years Interest due this day M. Rs. 400

James Scott
Atty
to Thomas Teed Esq.

Exd A. E. H.
P. L.

No. 6 Examined

C. L. R.
C. A. Keene
[illegible]

Pay to Messrs. Binny & Co. or Order
James Scott
Atty
to Thomas Teed Esq.
B. No. 1806. Reg'd part 5th.

To be Subdivided and Renewed in 4 Notes in One Name for Rupees 5000 Each
Rs. 20,000

Received the 4 Notes as above in lieu of this
Binny & Co.

Supreme Court
Peter Cator Esq. vs. [illegible]
Chengleavaroy [illegible]
This Exhibit was produced before me at the Examination of the Witnesses on the 18th May 1837 and [illegible]
[illegible]
[illegible]
[illegible]
By me
[illegible]
&c
[illegible]
[illegible]
above [illegible]
Cause [illegible]
September 1837
[illegible]

Renewal Crawford Debt

Subdivided 24th June 1837

Tanjore Debt

Promissory Note for Madras Rupees 1,000 – –

The Governor in Council of Fort St George in pursuance of an Order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby Acknowledge and Certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty Three there was due and owing from His late Highness Ameer Sing deceased the late Rajah of Tanjore to Mylay Chengelvaroy Moodelliar

The Aggregate Sum of One Thousand Madras Rupees –

Amount of Principal and Interest at this date being the Consolidated Award of the Commissioners in England Appointed to investigate the debts of His said Highness such Award being No 36 / Thirty Six, the Certificate No 27 / Twenty Seven / and dated the 13th August 1832 and the said Governor in Council in further pursuance of the said order and also in Conformity with and in pursuance of the Articles of Agreement made and Executed between the said United Company of the one part and the Several Creditors of the said late Rajah of the other Part bearing date the [illegible] day of February 1824 and the Statute thereupon in that behalf made and provided does hereby promise for and in behalf of the said United Company to pay the said Sum of One Thousand Madras Rupees –

to the said Mylay Chengelvaroy Moodelliar his Executors or Administrators or his or their order on demand at the General Treasury of Fort St George after the Expiration of Fifteen Months Notice of payment to be given by the said Governor in Council in the Madras Government Gazette. And so long as the Revenues of Tanjore shall Continue to be in the possession of the said United Company the said Governor in Council does hereby promise for and on behalf of the said United Company to pay the Interest accruing on the said Sum of One Thousand Madras Rupees from 30th April 1834 / Thirty Four at the rate of Four per Cent per Annum by half Yearly payments to the said Mylay Chengelvaroy Moodelliar his Executors or Administrators or his or their Order on the Thirtieth of October and Thirtieth of April in each Year the said Interest Shall be payable at the General Treasury of Fort St George in Cash Only if the Proprietor of this Note be Resident in India at the time such Interest is payable. If the Proprietor to this Note be bonâ fide Resident in Europe the Interest shall be payable at his option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings One penny the Calcutta Rupee / at the Exchange of One hundred and Six and a half Madras Rupees per One Hundred Calcutta Sicca Rupees payable Twelve Months after date. –

Dated at Fort St George this 24th day of June 1834

Signed by Authority of the said Governor in Council

3¼/31

Rs 26/8/6 Ann
O.I.

Accountant General's Office
Registered at No 26 / of 110 of 1832/33

J. Crawford
D.A.G.

A. Robson
Depy Secretary to Government

(A true Copy)

H. G. Fullerton
D.R.

Examined C. R. Baynes

6th Jan 1837

Depy Accountant General

Consolidated [illegible] Certification and [illegible]

Cancelled and [illegible] Promissory Note [illegible] Company's Rupees [illegible] February 1837 [illegible]

Madras April 30th 1835 Received in Cash the Twelve Months Interest due this day Madras Rupees 40 – – .

Ex.
C.V.
O.I.
O.I.

G. J. B. No 3 Examined by G. J. Beauchamp A. A. G.

C. R. Baynes
Atty of A Crawly Esqr
P. No 700 R 9 P 3

Pay to the Revd Richd Crawly of Steeple Ashton Wells or order

C. R. Baynes
Atty to A. Crawly Esqr

Madras Jany 8/36 Received by Bills on England the 6 Ms Interest due 30th of October 1835 M Rs 20.

Ed P.V.
P.J. – C.T.R.

P. E. B. No 26 Examined
C. T. Kaye
A. A. G.

C. R. Baynes
Atty to the Revd R Crawly Esqr
P. No 1398 R 9 P 5

Madras April 30th 1836 Received by Bills on England the 6 Months Interest due this day Madras Rupees 20

Ex. G. E. W.
P.J.
C. T. K.

P. E. B. No 7 Examined
C. T. Kaye A. A. G.

C. R. Baynes
Atty to the Revd R Crawly

Madras October 30th 1836. Received by Bills on England the 6 Month Interest due this day Rs 20.

C. R. Baynes
Atty to the Revd R Crawly

Ex. G. E. W.
P.J.
C. T. K.
P. E. B. No 8 Examined
C. T. Kaye A. A. G.

To be Consolidated with No 269 of 110 and Renewed into One Note in the Name of the Revd R Crawly for Company's Rupees 2000 Received a New Note in Lieu of this and the above Number.

C. R. Baynes
Atty to the Revd R Crawly

Supreme Court I Equity Side

Peter Cator Esqr Versus Mylay Chengleeroy Moodr

This Exhibit was produced before me at the Examination of the Witnesses on the 11th May 1837 and shown to P. Veerabuttren Mr and Mylay Seshaaroy Moodr and to Veeraswamy Moodr by me

Fred. J. Orme
Exr

Produced and used by the Plaintiff in the above mentioned Cause this 14 Septr 1837

F. G. Fullerton
D.R.

Pay to Ambrose Crawly Esqr or his Order

Mylay Chengleeroy

C. R. Baynes.

Renew
J Crawford
D. A. G.

Subdivided
24th June 1834

Tanjore Debt

Promissory Note for Madras Rupees 1000 — —

The Governor in Council of Fort St George in pursuance of an order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby Acknowledge and Certify that on the 30th of April One Thousand Eight Hundred and Twenty Three there was due and owing from His late Highness Ameer Sing deceased the late Rajah of Tanjore to Myla Chungleroy Moodelliar

the aggregate Sum of One Thousand Madras Rupees

Amount of Principal and Interest being the Consolidated by the Award of the Commissioners at that date as appears to investigate the debts of his said Highness in England appointed bearing No 36 Thirty Six such Award in Certificate No 27 Twenty Seven and dated the [illegible] day of April 183[illegible] and the said Governor in Council in further pursuance of the said Order and also in Conformity with and in pursuance of the Articles of agreement made and executed between the said United Company of the One part and the Several Creditors of the said late Rajah of the other part bearing date the 11th day of February 1824 and the Statute thereupon in that behalf made and provided does hereby promise for and on behalf of the said United Company to pay the said Sum of One Thousand Madras Rupees

to Myla Chungleroy Moodelliar his Executors or Administrators or his or their Order on demand at the General Treasury of Fort St George after the expiration of Fifteen Months notice of payment to be given by the said Governor in Council in the Madras Government Gazette and so long as the Promissory of Tanjore shall Continue to be in the possession of the said United Company the said Governor in Council does hereby promise for and on behalf of the said United Company to pay the Interest accruing on the said Sum of One Thousand Madras Rupees from 30th April 1834 Thirty four at the rate of four per Cent per Annum by half yearly payments to the said Myla Chungleroy Moodelliar his Executors administrators or his or their order on the 30th October and 30th of April in each year the said Interest shall be payable at the General Treasury at Fort St George in Cash only if the Proprietor of this Note be Resident in India at the time such Interest is payable If the Proprietor of this Note be bona fide Resident in Europe the Interest shall be payable at his Option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings and a Penny the Calcutta Rupee at the Exchange of One hundred six & a half Madras Rs for one Hundred Calcutta Sicca Rupees payable Twelve Months after date.

Dated at Fort St George this 24th day of June 1834

Signed by Authority of the said Governor in Council

Accountant General's Office
Registered as No 269 of 110 of 1832/33

Depy Secretary to Govern

A true Copy

37/31

6th January 1837

Accountant General

Madras April 30th 1835 Received in Cash the 12 Mo Interest due this day M Rs 40

G. T. B. No 3 Examined G. T. Beauchamp A. A. G.

C. R. Baynes
Atty to R Crawly Esqr
P No 900 Rs 9 P 5

E. d
T. V.
P. S.
N. S.

Pay to the Reverend Richard Crawly of Steeple Ashton Wilts or Order

C. R. Baynes
Atty to R Crawly Esqr

Madras January 8th/36 Received by Bills on England the 6 Months Interest due 8th October 1835 M Rs 20

C. R. Baynes
Atty to the Revd R Crawly
P No 1398 Rs 9 P 5

Ed
P V
P. S. C. R. B. P. E. B. No 21

C R Hays[?]
D A G

Madras April 30th 1836 Received by Bills on England the 6 Months Interest due this day M Rs 20

C. R. Baynes
Atty to the Revd R Crawly

Ed G. E. W
P. S. C. R. K. P. E. B. No 7 Examined
C. R. H. D. A. G.

Madras October 1836 Received by Bills on England the 6 Months Interest due this day Rs 20

C. R. Baynes
Atty to the Revd R Crawly

Ed G. E. W.
P. S. C. R. K.
P. E. B. No 8 Examined
C. R. K. D. A. G.

To be Consolidated with No 267 of 110 and Renewed into One Note in the Name of the Reverend R Crawly for Company's Rupees 2,000 Received a New Note in Lieu of this and the above Number.

C. R. Baynes
Atty to the Revd R Crawly

Supreme Court } Equity Side
C. Gates Eggers v. Chungleroy Moodr
This Exhibit was produced
before me at the Examination
of [illegible] on the
18th [illegible] 1837 and shewn
to C. P. [illegible]
and Myla [illegible] by me
A Venkatarow[?] by me
[illegible]
Ex.
Admitted and
received by the
Plaintiff in the
above mentioned
Cause the
1st September 1837
H. G. [illegible]

Pay to Ambrose Crawly Esqr or his Order

C. R. Baynes.

1590

Renewed
J. Crawford
D.A.G.
Subdivided
24th June 1834

Tanjore Debt

Promissory Note for Madras Rupees 1000.

The Governor in Council of Fort St. George in pursuance of an order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby acknowledge and certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty Three there was due and owing from His late Highness Ameer Sing deceased the late Rajah of Tanjore to Myla Chengleveroy Moodelliar the Aggregate Sum of One Thousand Madras Rupees being the Consolidated Amount of Principal and Interest at that date as appears by the Award of the Commissioners in England appointed to investigate the debts of His said Highness such Award being No. 36/ Thirty Six In Certificate No. [illegible] Twenty Seven and dated the 13th day of April 1832 and the said Governor in Council in further pursuance of the said Order and also in Conformity with and in pursuance of the Articles of agreement made and Executed between the said United Company of the One part and the several Creditors of the said late Rajah of the other part bearing date the 11th day of February 1826 and the Statute thereupon in that behalf made and provided does hereby Promise for and on behalf of the said United Company to pay the said Sum of One Thousand Madras Rupees to the said Myla Chengleroy Moodelliar his Executors Administrators or his or their Order on demand at the General Treasury of Fort St. George after the Expiration of Fifteen Months Notice of payment to be given by the said Governor in Council in the Madras Government Gazette and so long as the revenues of Tanjore shall continue to be in the possession of the said United Company the said Governor in Council does hereby promise for and on behalf of the said United Company to pay the Interest accruing on the said Sum of One Thousand Madras Rupees from 30th April 1834 Thirty four at the rate of four per Cent per Annum by half yearly payments to the said Myla Chengleroy Moodelliar his Executors Administrators or his or their Order on the Thirtieth of October and Thirtieth of April in each year the said Interest shall be payable at the General Treasury at Fort St. George in Cash only. If the Proprietor of this Note be Resident in India at the time such Interest is payable. If the Proprietor of this Note be bona fide Resident in Europe the Interest shall be payable at his Option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings and One Penny the Calcutta Rupee at the Exchange of One Hundred and Six and a half Madras Rupees for One Hundred Calcutta Sicca Rupees payable Twelve Months after date.

Dated at Fort St. George this 24th day of June 1834.

Signed by Authority of the Hon'ble Governor in Council

H. J. Chamier
Dept Secretary to Government

Accountant General's Office
Registered at No. 283 of 1832/33
J. Crawford
Dy. Acct. Genl.

7/32
N. L. Oliver
P.S.

(A True Copy)
J. G. Fullerton
D.R.

Examined
18th April 1837
[illegible]

Cancelled and Renewed for the Same
Amount [illegible] Promissory Note
Dated [illegible] the Same
Amounting to Rupees 1000
Dated the 18th April 1837
[illegible]
[illegible] Chetty

21st June 1837 [illegible]

1591

Myla Chengelvaroy
~~[illegible]~~
(Sig.) Seg Chinnoroy,

Madras 8th June 1835 Received in Cash the One Years Interest due up to the 30th April last Rupees 40 – – –

Exd. C.V. W. 9/B

C.R.B. No. 99 Examined
C R Baynes
H.A.A. Genl.

Gordial Sing

Supreme Court
M
Equity Side
P. Cator Esqr. Vers M[illegible] + Chengleroy Moodr.

This Exhibit was produced before me at the Examination of the Witnesses on the 11th May 1837 and Shewn to P. Vallalu Pillum Moodr., Ana Myla Chenglevary Moodr. and S Vunasawmy Moodr.
W. Letchmundroo
by Mr.
Fredk. Orme –
Exd.
Produced and read by the Plaintiff in the above mentioned Cause this 4th Sept. 1837
J. G. Fullerton
D.R.

Pay to Edwd. Moorat & Co. or Order
Mooveny Bhau

Pay to A. D. Campbell Esqr. or order
Edw. J. Moorat & Co.

Madras 11 May 1836 Received in Cash One Years Interest due up to April 30th 1836. Mt. Rupees 40 Forty

Exd. P.V.
P.S. C.T.K. No. 57 Examined
C T Kaye
A.A.A.G.

A. D. Campbell

Received the note on Account of the Bazaar Rent [illegible] the same Amount
13th April 1837
Nathaniel Jackson
Rcvr.

Pay to the East India Company or Order
A. D. Campbell
Pay to A. D. Campbell Esqr.
J. C. Morris,
Supt. & Treasurer Government Bank
Fort St. George
Pay to Messrs. E. J. Moorat & Co.
or Order
A. D. Campbell
Edwd. J. Moorat & Co.

Madras 10th Novr. 1836 Received in Cash the Half Yearly Interest due on the 30th Oct. 1836 Mt. Rs. 20

Exd. G.C.W.
P.S.
C.T.K.
No. 72 Examined
C.T. Kaye
A.A.A.G.

R. Letchman Rao

1592

Recd.
J. Crawford
D.A.G.

Tanjore Debt

Promissory Note for Madras Rupees 52,500 - " - "

The Governor in Council of Fort St. George in pursuance of an order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby acknow- ~~[illegible] Certify that on the Thirtieth of April One Thousand Eight [illegible] Twenty three there was due and owing from~~ His late Highness Ameer Sing deceased the late Rajah of Tanjore to M. Moodookistnah M. Lutchmana ~~and~~ M. Poonniah of Madras jointly ~~for the benefit of the said [illegible] Poonniah the aggregate sum of Fifty two thousand and~~ Five Hundred Madras Rupees Amount of Principal and Interest at that date being the Consolidated Award of the Commissioners in England ~~[illegible]~~ appointed to Investigate the ~~Debts of His [illegible]~~ Such Award being No. 2 of 36 / Thirty Six ~~Certificate No. 28 / Twenty Eight~~ and dated the 13th day of April 1832 — and the said Governor in Council in further pursuance of the said Order and also in conformity with an ~~[illegible] made and executed between the said late Rajah of the one part and the Several Creditors of February 1824 and the [illegible] bearing date the 11th day of [illegible] in that behalf made and [illegible] on behalf of the said United Company~~ [illegible] and Five Hundred Madras to the said M. Moodookistnah M. Lutchmana and M. Poonniah of Madras jointly for the benefit of the said M. Poonniah their Executors or Administrators or their Order on demand at the General Treasury of Fort St. George after the Expiration of Fifteen Months notice of Payment to be given by the said Governor in Council in the Madras Government Gazette. And so long as the ~~Revenues of Tanjore shall continue to be in the possession of the said United Company~~ the said Governor in Council for and on behalf of the said United Company doth hereby promise to pay the Interest accruing on the said sum of Fifty two Thousand and Five Hundred Madras from the 30th April 1823 / Twenty Three / at the rate of four per Cent per Annum by half yearly payments to the said M. Moodookistnah ~~[illegible]~~ M. Lutchmana and M. Poonniah ~~[illegible]~~ for the benefit of the said M. Poonniah their Executors Administrators or his or their order on the Thirtieth of October and Thirtieth of April in each Year, the said Interest shall be payable at the General Treasury at Fort St. George in Cash Only ~~[illegible] the Proprietor~~ of this Note ~~[illegible] payable~~ if the proprietor of the Note be ~~[illegible] to Europe~~ the Interest shall be payable at his option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shilling and One Penny the Calcutta Rupee at the Exchange of One Hundred Six and a Half Madras Rupees for One Hundred Calcutta Sicca Rupees payable Twelve Months after date

Dated at Fort St. George this 24th day of July 1833

signed by Authority of the said Governor in Council

[illegible]
Asst. Secretary to Government
L.C.

Accountant Generals Office
Registered as No. 134 of 1833/34

E. Crawford
D.A.G.

/ A True Copy /
J. Fullerton
R.

36/14 [illegible]
P.S.

18th of August 1834

Cancelled and Subdivided into Thirty Three Notes in the Name of Myla Chingelvaroy Moodelly as [illegible]

1593

Pay to M. Poonniah or Order
M. Moodookistnah
M. Poonniah
M. Lutchmana

Madras 16th July 1834 received in Cash Eleven Years Interest due on the 30th April 1834 Madras Rupees 23100 - " - "
Exd. P.V.
P.S. C.R.B.

M. Poonniah

No. 64 Exd. C. R. Bayne
H. A. A. G.

Pay to Myla Chingelvaroy or Order
M. Poonniah

To be Subdivided and Renewed into 33 Notes in my Name as follows Viz.

Two	Notes	at 5000	Madras Rupees	is	Mrs. Rs.	10.000 - " -
Three	do	at 3000	do		do	9000 - " -
Eleven	do	1500	do		do	16.500 - " -
Seventeen	do	1000	do		do	17000 - " -
Thirty Three						52.500 - " -

Received Thirty Three Notes in lieu of this as above
Myla Chingelvaroy Moodelaur

Supreme Court P Equity Side.
P. Cator Esqr. vers M. Chingleroy Moodr.
This Exhibit was produced before me at the Examination of the Witnesses and Shewn to S. Vadachellum Mody. and Myla Chingleroy Moodr. and N. Veerasawmy Moodr.
by me
Fredk. Orme
Ex.

Adduced and read by the Plaintiff in the above mentioned Cause the 24th Sept. 1837
J. Fullerton
Regr.

To
The Accountant General
Fort St George

Sir

I have the honor to Enclose a Tanjore Promissory Note No 134 for Madras Rupees 52,500 which I request you will Order to be Subdivided into 33 Notes in my Name as per Endorsement on the back hereof.

I have the honor to be
Sir
Your Most Obedt Servant
Myla Chengelvaroy Moodelliar

Madras
12th August 1834

The Encl. One Bond

Received by A. Vencatasooboo

Rd L D S
13th August 1834

A True Copy
J. Y. Fullerton
D.R.

Supreme Court
Q
Equity Side
P. Cator Esqr. vs M. Chengelroy Moodr.

This Exhibit was produced before me at the Examination of the Witnesses on the 16th May 1837 and Shewn to P. Vadachellam Mr. and Myla Seshaiary(?) Moodr. and N. Veerasawmy Moodr.
By me
Fredk Orme
Exr.

Adduced and Read by the Plaintiff in the above mentioned Cause this 4th September 1837
J. Y. Fullerton
D.R.

Bond Department
No 1926
From Myla Chengelvaroy Moodr.
Dated 12 August } 1834
Received 12 Do }
With One Bond

Requesting to Subdivide the Endorsed One Bond into Thirty Three Notes

Bond Renewed

Rd L D S

Renewed
S Crawford
A.G.
Subdivided
18th August 1834

Tanjore Debts

Promissory Note for Madras Rupees 1000

The Governor in Council of Fort St George, in pursuance of an Order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf Made does hereby Acknowledge and Certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty three there was due and owing from His late Highness Ameer Sing deceased to the late Rajah of Tanjore to Myla Chengelvaroy Moodelliar

The aggregate Sum of One Thousand Madras Rupees

being the Consolidated Amount and Principal and Interest at that date as appears by the Award of the Commissioners in England Appointed to Investigate the debts of His said Highness which Award being No 2/36 (Two of Thirty Six)

In Certificate No 28 (Twenty Eight)

And dated the [illegible] 1830 And the said Governor in Council in further pursuance of the said Order And in Conformity with And in pursuance of the [illegible] Agreement Made And Executed between the Said United Company of the One Part And the Several Creditors of the said late Rajah of [illegible] bearing date the 11 day of February 1824 and the [illegible] in that behalf Made And Provided doth hereby promise to and [illegible] the said United Company to pay the said Sum of One Thousand Madras Rupees

to the said

Myla Chengelvaroy Moodelliar His

Executors Administrators or his or their order on demand the General Treasury of Fort St George after the expiration of Fifteen Months Notice of Payment [illegible] by the said Governor in Council in the Madras Government Gazette And So long as the Revenues of Tanjore Shall Continue to be in the possession of the said United Company the said Governor in Council doth hereby promise for and on behalf of the United Company to pay the Interest accruing on the said Sum of One Thousand Madras Rupees from [illegible]

at the rate of [illegible] per Annum by half yearly payments to the said Myla Chengelvaroy Moodelliar His

Executors Administrators or his or their Order on the Thirtieth of October and Thirtieth of April in each year. The said Interest shall be payable at the General Treasury at Fort St George in Cash Only if the Proprietor then [illegible] in India at the time such Interest is payable of the [illegible] of the Note be bona fide Resident in Europe the Interest shall be payable at his option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings and One Penny the Calcutta Rupee at the Exchange of One Hundred and six and a half Madras Rupees per One Hundred Calcutta Sicca Rupees payable Twelve Months after date.

Dated Fort St George this 18th day of August 1834

Signed by the Authority of the said Governor in Council

Accountant General's Office
Registered as No 3824 of 1834 [illegible] Secretary to Government
S Crawford
A.G.

9th January 1837
Examined C. R. Rayner
Accountant General

37/42
R. L. D. S[illegible]
O.S.

A True Copy
J. Y. Fullerton
D.R.

Pay to B. Vencatachellum Naik or his Order

Myla Chengelvaroy

Sold to Damoder Doss & Ballamookoondoss

B Vencatachellum Naik

Madras 20th October 1835 Received in Cash the Twelve Months Interest due on the 30th of April last Madras Rupees 40/ Forty-

E^o. P.V.

P.S. R.

No. 140 Examined

C.T.K.

Domoder Doss

Bala Mookoon Doss

Supreme Court B Equity Side

Pay to B. Vencatachellum Naik or Order

[illegible]

M Verdapah Chetty

B. Vencatachellum Naik

Pay to [illegible] Putcherson or Order

M Verdapah

Madras 12 Dec^r. 35 Received in Cash the Six Months Interest due on the 30th of October last Rupees 20 Twenty-

No. 90 Examined

Ex^d. P.S. R.

C.T.K.

Jas. Richardson

Pay to the Revd. R. Cranily or Order

Jas. Richardson

Pay to the [illegible] Richard [illegible] of [illegible] [illegible]

C R Baynes

Atty to R. Cranily

[illegible]

Madras April 30th 1836 Received by Bills on England the 6 Months Interest due this day Madras Rupees 20-

Ex^d. G.S.

P.S.

C.T.K.

C R Baynes

Atty to the Rev^d. R Cranily

No. 1396 R. G P.S.

No. [illegible] Examined

Madras October 30th 1836 Received by Bills on England the Six Months Interest due this day Madras Rs. 20-

Ex^d. G.W.

P.S.

C.T.K.

C R Baynes

Atty to the Rev^d. R Cranily

P.E.P. 168 Examined

Renew

J. Crawford

D.A.G.

Sub divided

18th August 1834

Examined

[illegible] Baynes

Asst.

Accountant General

Tanjore Debt

Promissory Note for Madras Rupees 1000 .. ..

The Governor in Council of Fort St. George in pursuance of an Order from the Court of Directors of the United Company of Merchants trading to the East Indies in that behalf made does hereby acknowledge and certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty Three there was due and owing from His late Highness Ameer Sing deceased the late Rajah of Tanjore to Myla Chengelvaroy Moodelliar ——— the aggregate Sum of One Thousand Madras Rupees ——— being the Consolidated Amount of Principal and Interest at that date as appears by the Award of the Commissioners in England ——— appointed to Investigate the debts of His said Highness such Award being No. 2 of 36/Thirty Six the Certificate No. 28/ Twenty Eight ——— and dated the 15th day of April 1832 and the said Governor in Council in further pursuance of the said Order and also in conformity with the Provisions of the Deed of agreement made and executed between the said United Company of the one part and the Surviving Creditors of the said late Rajah of the other part bearing date the [illegible] day of February 1834 and the Statute thereupon in that behalf made does hereby Promise for and on behalf of the said United Company to pay the said Sum of One Thousand Madras Rupees to the said Myla Chengelvaroy Moodelliar his Executors Administrators or Assigns or their Order on demand at the General Treasury of Fort St. George after the Expiration of Fifteen Months' written Notice of [illegible] by the Governor in Council in the Madras Government Gazette and so long as the Revenues of Tanjore shall continue to be in the possession of the said United Company to pay the Interest accruing on the said Sum of One Thousand Madras Rupees from the [illegible] April 1834 [illegible] at the rate of four per Cent per annum by half yearly payments to the said Myla Chengelvaroy Moodelliar his Executors Administrators or their Order on the Thirtieth of October and Thirtieth of April in each year the said Interest shall be payable at the General Treasury of Fort St. George in Cash only if the proprietor of this Note be resident in India at the time such Interest is payable, if the Proprietor of this Note be [illegible] resident in Europe the said Interest shall be payable at his option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of One Shilling and Ten Pence the Calcutta Rupee at the Exchange of One Hundred and Six Madras Rupees for One Hundred Calcutta Sicca Rupees payable Twelve Months after date

Dated at Fort St. George this 18th day of August 1834

Signed by Authority of the said Governor in Council

[illegible]

Dep. Secretary to Government

37/42.

Accountant General's Office

Registered as No. 355 of 1833/34

J. Crawford

D.A.G.

(A True Copy)

J. Fullarton

[illegible]

[illegible]

Pay to B Vencatachellum Naick or his Order

Myla Chengelvaroy

Sold to Damoodur Doss & Balamookoonda Doss

B Vencatachellum Naick

Madras 20th October 1835 Received in Cash the Twelve Months Interest due on the 30th April last Madras Rupees 40 Forty.

Ent P.V.

P.S. R. C.T.K. No 149 Examined C.T. Kaye A.A.G.

Damoodur Doss

Bala Mookoon Doss

Pay to B Vencatachellum Naick or order

Damoodur Doss

Balla Mookoonda Doss

B Vencatachellum Naick

Mr. Long Rich and Son or order

M. Sidapah

Madras 12 Nov. 35 Received in Cash the Six Months Interest due on the 30th October last Rupees 20.

Long Rich and Son

Ent. [illegible] C.T.K. No [illegible] Examined C.T. Kaye

Pay to A. Crawley Esqr or order

Long Rich and Son

Pay to the Accountant General or order

[illegible] Stephen Ashton Wells

C.R. Baynes

Atty to A Crawley Esqr

[illegible]

Madras April 30th 1836 Received by Bills on England the 6 Month Interest due this day Madras Rupees 20.

Ent. [illegible]

C.R. Baynes

Atty C.R. Crawley Esqr

C.T.K. No 1398 [illegible]

Examined C.T.K.

Madras October 31st 36 Received by Bills on England the 6 Months Interest due this day Rs 20.

Ent. [illegible]

P.S. C.T.K. [illegible] Examined C.T. Kaye

for C.R. Baynes Atty to A. Crawley Esqr

Supreme Court Equity Side

P. Eaton Esqr. Vs M. Chengleroy [illegible]

This Exhibit was proved before me at the Examination of the Witness [illegible] on the 11th May 1837 [illegible]

To be Consolidated with No 383 of 18[illegible] Renewed into One Note in the Name of the Accountant General for Company Rupees 1000 Received One New Note [illegible] the above Number [illegible]

Renew

A. Crawley

As Ls A.S.

Subdivided

18th August 1834

Tanjore Debt

Promissory Note for Madras Rupees 1000

The Governor in Council of Fort St George in pursuance of An Order from the Court of Directors of the united Company of Merchants trading to the East Indies in that behalf made does hereby Acknowledge and Certify that on the Thirtieth of April One Thousand Eight Hundred and Twenty Three, there was due and owing from his late Highness Ameer Sing deceased the late Rajah of Tanjore to Myla Chengleroy Moodelliar

the aggregate Sum of One Thousand Madras Rupees

being the Consolidated Amount of Principal and Interest at that date as appears by the Award of the Commissioners in England appointed to investigate the debts of His late Highness [illegible] being No 2 of 36 [illegible] of Thirty [illegible] in Certificate No [illegible] Twenty Eight

and dated the [illegible] day of April 1832 And the said Governor in Council in pursuance of the said Order and also in Conformity with and in furtherance of the Articles of agreement made and Executed between the said united Company of the one part and the several Creditors of the said Rajah of the other part bearing date the 11th day of [illegible] 1808 and the Statute thereupon in that behalf Made and provided does hereby promise for and on behalf of the said United Company to pay the said Sum of One Thousand Madras Rupees

to the said

Myla Chengleroy Moodelliar his Executors or Administrators or his or their Order on Demand at the General [illegible] of Fort St George after the Expiration of Fifteen Months Notice of payment to be given by the said Governor in Council in the Madras Government Gazette And so long as the Country of Tanjore shall Continue to be in the Possession of the said United Company the said Governor in Council does hereby promise for and on behalf of the said United Company to pay the Interest accruing on the said Sum of One Thousand Madras Rupees from 30th April 1834 [illegible] at the Rate of four per Cent per Annum by Half Yearly payments to the said Myla Chengleroy Moodelliar his Executors Administrators or his or their Order on the Thirtieth of October and Thirtieth of April in each Year the said Interest Shall be payable at the General Treasury at Fort St George in Cash only if the Proprietor of this Note be Resident in India at the time such Interest is payable. If the proprietor of this Note be bona fide resident in Europe the Interest shall be payable at his Option in Cash or Bills to be drawn on the Honorable Court of Directors at the rate of Two Shillings and one Penny the Calcutta Rupee at the Exchange of One Hundred And Six and a half Madras Rupees for One Hundred Calcutta Sicca Rupees payable Twelve Months after sight

Dated at Fort St George this 18th day of August 1834

Signed by Authority of the said Governor in Council

[illegible]

Depy Secretary to Government

Accountant General's Office

Registered As No 386 of 134 of 1833/34

A. Crawley

for A.G.

E.T.

A True Copy

J.G. Fullarton

A.R.

Examined

C.R. Baynes

14 Apl

Accountant General

14

29 April 1837

Cancelled and Renewed in the Name of [illegible] One New Promissory Note of the [illegible] No [illegible] of 1836/37 for Company's Rupees 1000 [illegible] April 1837 [illegible] the Bank [illegible]

[illegible] Chitties

3/42

R.C.V. Sibur

P.S.

Myla Chengelvaroy

(Signed) Jay Chundroy

Madras 20th July 1835 Received in Cash the One Years Interest due up to 30th April last Rs 40.

Exd C.V. C.R.B

P.S.

R

No 124 Examined C R Baynes

A.A.G.

Goorial Ling

(Signed) Letchman Row

Pay to Messrs Edwd J Moorat & Co or order

Nursing Bhan

Pay to A D Campbell Esqr or order

Edwd J Moorat & Co

Madras 11th May 1836 Received in Cash one Years Interest due up to 30th April 1836 Rupees 40 forty

Exd P.V.

P.S. C.T.K. No 57 Examined A. D. Campbell

C.T.K.

A.A.G.

Pay to the East India Company or order

A. D. Campbell

Pay to A D Campbell Esqr or order

J. C. Morris

Supt & Treasurer Govt Bank

Fort St George

Pay to Messrs E. J. Moorat & Co or order

A. D. Campbell

Edwd J Moorat & Co

Received an New Note in lieu of this in my name for the same amount

(sd) K. Chengleroo

Supreme Court

Peter Cator Esqr vs ... Chengleroo Moody

This exhibit was produced before me at the examination of the Witnesses ... Vadachellum ... and Myla Soobaroy Moody and N Verudiwarry by me

Theo ...

Received and read by the plaintiff in the above Cause this 4th Sept 183

J. G. Falkiner

P.R.

Madras 20 May 1836 Received in Cash the one Years Interest due on the 30 of April 1836 Rs 40 ...

Cd. G.E.W.

P.S. C.T.K

No 72 Examined

C T Kaye

A.A.G.

R. Lutchmanaroo

No.	Amount Mr Rs	
261 of 100	2000	Sold to Messrs Binny & Co in August 1834 .... M.S.
262 of ditto	5000	
263 of ditto	5000	Delivered to Peter Cator Esqre
264 of ditto	1000	
265 of ditto	1000	Sold Messrs Binny & Co in August 1834 M.S.
266 of ditto	1000	Do Do M.S.
268 of ditto	1000	Do M.S.
271 of ditto	1000	Sold to Messrs Arbuthnot & Co 6th August 1834 M.S.
272 of ditto	1000	
273 of ditto	1000	
274 of ditto	1000	Sold to Messrs Arbuthnot & Co 6th August 1834 M.S.
275 of ditto	1000	
276 of ditto	1000	
277 of ditto	1000	
278 of ditto	1000	
279 of ditto	1000	
280 of ditto	1000	
281 of ditto	1000	
282 of ditto	1000	
283 of ditto	1000	
284 of ditto	1000	
285 of ditto	1100.13.10	
387 of ditto	1500	Rewarded to Mr Chengelvaroy Moodelly during the life time of the late Mr Poonnah Moodelliar M.S.
388 of ditto	1500	
389 of ditto	1500	
390 of ditto	1500	
391 of ditto	1500	
392 of ditto	1500	
393 of ditto	1500	
394 of ditto	1500	
395 of ditto	1500	
396 of ditto	1500	
397 of ditto	1000	M Swrvannah States this 1st July 1835 that he has got these
398 of ditto	1000	
399 of ditto	1000	Rewarded to Mr Chengelvaroy Moodelly during the life time of the late Mr Poonnah Moodelliar M.S.
400 of ditto	1000	
401 of ditto	1000	
402 of ditto	1000	
403 of ditto	1000	
404 of ditto	1000	M Swrvannah States this 1st July 1835 that he has got these

Nos.	Amount Mr Rupees	
405 of 110	1000	M Swrvannah States this 1st July 1835 that he has got these
406 of ditto	1000	
407 of ditto	1000	
408 of ditto	1000	
409 of ditto	1000	
410 of ditto	1000	
411 of ditto	1000	
354 of ditto	5000	
355 of ditto	5000	
356 of ditto	3000	
357 of ditto	3000	
358 of ditto	3000	
359 of ditto	1500	
360 of ditto	1500	Delivered to Peter Cator Esqre M.S.
361 of ditto	1500	
362 of ditto	1500	
364 of ditto	1500	
353 of ditto	1500	
366 of ditto	1500	
367 of ditto	1500	
368 of ditto	1500	
369 of ditto	1500	
370 of ditto	1000	
371 of ditto	1000	
372 of ditto	1000	
373 of ditto	1000	
374 of ditto	1000	
375 of ditto	1000	Sold to C Swamynada Moodelly in January 1835 M.S.
376 of ditto	1000	
377 of ditto	1000	
378 of ditto	1000	
379 of ditto	1000	
380 of ditto	1000	
381 of ditto	1000	
382 of ditto	1000	M Swrvannah States this 1st July 1835 that he has got these
383 of ditto	1000	
384 of ditto	1000	Sold to Rungapah Chetty in December 1834 M.S.
385 of ditto	1000	
386 of ditto	1000	

This paper as above written was delivered by M Chengelvaroy Moodelly to Peter Cator Esqre in my presence on the 19th June 1835 at his garden and all the information to which Initials are affixed was written respectively upon this paper at the time of its delivery to the said Peter Cator

M Soobaroy

Suprem **Y** Equity
Court Side

Peter Cato Exr & vers
M Chengelroy Moodelly

This Exhibit was produced
by and shewn to Mr Lobaroy
Mys at the time of his Examination
on the 22 May 1837
before me
Fredk Orme
Ex.r

No 1949 of 37
1905 of 35

Mr Pomiah Mudoo
Maroos Files 29th July 1837
R 1835 June 19 W.J. & R.

Peter Cator Esqr Exors of Mr Pomiah
vers
M Chengleroy Moodelly
3

Y

Adduced and Read as Evidence
for the Complainant at the
hearing this 11th Sept. 1837
W.J.
D.R.

No 1, lott 5 from Vol 1991 of 35. No 64/15 & others of the same No but
G as to No 5. Benny did not mince G did not
S.D.Vaz sold it see 1991 of 35 No 89.
No 1, & 4 were sold to Messrs Benny also see their letter of the
7th Feby 1835 No 2128 5 appears to have been sold thro S.D.Vaz

No 22

No	Amount Mr Rupees	
261 of 110	20,000	Delivered to Messrs Binny & Co in April 1834.
262 of ditto	5000	
263 of ditto	5000	Delivered to Peter Cator Esqr.
264 of ditto	1000	Delivered to Messrs Binny & Co in August 1834
265 of ditto	1000	Do Do Do
266 of ditto	1000	Sold to Messrs Arbuthnot & Co 4th April 1835.
268 of ditto	1000	
271 of ditto	1000	
272 of ditto	1000	
273 of ditto	1000	Sold to Messrs Arbuthnot & Co 4th April 1835
274 of ditto	1000	
275 of ditto	1000	
276 of ditto	1000	Sold to R. Veeraswammy date unknown
277 of ditto	1000	
278 of ditto	1000	(Rammid says deliver in Triplicane Teecum chund Meer) Do to Rajah Daulchund Behadur 5th March 1835
279 of ditto	1000	
280 of ditto	1000	
281 of ditto	1000	Do to R Veeraswammy Moodelly date unknown
282 of ditto	1000	
283 of ditto	1000	Sold to Rajah Daulchund Bahadur 5th March 1835.
284 of ditto	1000	
285 of ditto	1100-13-10	Sold to Lalah (Rammid says they live near to Rajah Daulchund) Jay Chund Roy & Goordial Sing 18 March 1835.
387 of ditto	1500	Reward to M Chengelvaroy Moodelly during the life time of the late M Ponnah Moodelliar.
388 of ditto	1500	
389 of ditto	1500	
390 of ditto	1500	
391 of ditto	1500	
392 of ditto	1500	
393 of ditto	1500	
394 of ditto	1500	
395 of ditto	1500	
396 of ditto	1500	
397 of ditto	1000	Rewarded to M Saravanah Moodelly
398 of ditto	1000	
399 of ditto	1000	Rewarded to M Chengelvaroy Moodelly during the life time of the late M Ponnah Moodelly
400 of ditto	1000	
401 of ditto	1000	
402 of ditto	1000	
403 of ditto	1000	
404 of ditto	1000	Do to M Saravanah Moodelly.

No	Amount Mr Rs	
405 of 110	1000	Rewarded to M Saravanah Moodelly
406 of ditto	1000	Sold to M Vencatachellum Moodelly April 1835.
407 of ditto	1000	
408 of ditto	1000	
409 of ditto	1000	
410 of ditto	1000	
411 of ditto	1000	Sold to Lalah Jay Chund Roy and Goordial Sing 18th March 1835
354 of ditto	5000	
355 of ditto	5000	
356 of ditto	3000	Sold to Lalah Jay Chund Roy & Goordial Sing 18th March 1835.
357 of ditto	3000	
358 of ditto	3000	Sold to Rajah Dalchund Bahadur 5th March 1835.
359 of ditto	1500	
360 of ditto	1500	Delivered to Peter Cator Esqr.
361 of ditto	1500	
362 of ditto	1500	
363 of ditto	1500	
364 of ditto	1500	
365 of ditto	1500	
366 of ditto	1500	
367 of ditto	1500	
368 of ditto	1500	
369 of ditto	1500	
370 of ditto	1000	
371 of ditto	1000	
372 of ditto	1000	
373 of ditto	1000	
374 of ditto	1000	
375 of ditto	1000	Sold to C Swammy Naida Moodelliar in January 1835
376 of ditto	1000	Rammid Sing believes in Triplicane near Rajah Dalchund. Sold to Lalah Doorgadoss 12th February 1835
377 of ditto	1000	
378 of ditto	1000	
379 of ditto	1000	
380 of ditto	1000	
381 of ditto	1000	Sold to A Teroopoorasoondoora Moodelly 10th April 1835
382 of ditto	1000	Rewarded to M Saravanah Moodelly.
383 of ditto	1000	Sold to A Teroopoorasoondoora Moodelly 10th April 1835
384 of ditto	1000	Sold to Rungapa Chetty in December 1834
385 of ditto	1000	Sold to A Teroopoorasoondoora Moodelly 10th April 1835.
386 of ditto	1000	Sold to Lalah Jay Chund Roy & Goordial Sing 18th March 1835.

No 1949 of 37 2077 of 35

Supreme Court **Z** Equity Side

Peter Cator Esquire

versus

M Chengelvaroy Moodelly

This Exhibit was produced by and shown to M Soobaroy Mood^r at the time of his Examination on the 20^th May 1837

Before me

Fredk Orme

Ex^r

M Ponniah Hindoo Madras

R 1835 July 3 from Chengelvaroy Sarovana

C. Soobyer & M Soobaroy

Filed 29^th July 1837 14^th p.m.

Gerrant Rochester

Memo

as to proposal thereof

Peter Cator Esq^r Ex^r of M Ponniah vs M Chengelvaroy Mood^r

Z

In the Supreme Court of Judicature at Madras.

Equity Side

Between Peter Cator Esquire Executor of the Last Will and Testament of Manally Ponniah Moodelly Deceased — Complainant and Mylay Chengleroy Moodelly Defendant on the part and behalf of the Complainant.

Deposition of a Witness by name Pullerumbaucum Vadachellum Moodelly taken in this cause after a notice of the name title and place of abode of such Witness had been first given to or served on Mr Jeremiah Clerk to Mr Innes Solicitor for Mylay Chengleroy Moodelly Defendant at Twelve O'clock at Noon of Monday the Eighth day of May One Thousand Eight Hundred and Thirty Seven by Pedderraaze Ony Clerk by and before me the Examiner of this Court as followeth.

Pullerumbaucum Vadachellum Moodelly An Inhabitant of Madras residing in Sally Street in the Black Town of Madras aforesaid aged Thirty Years being produced as a Witness on the part and behalf of the said Complainant in this Cause sworn on the Twentieth day of May in the Year of Our Lord One Thousand Eight Hundred and Thirty Seven Signified at the Office of Mr Innes Solicitor for Mylay Chenglerry Moodelly the Defendant by Peddorrange my Clerk who then also left a Note of the Name Title and Place of abode of the said Examinant at the Office aforesaid and afterwards on the same day and Year the Examinant being sworn and Examined Deposeth and Saith as follows.-

To the First Interrogatory This Examinant ~~[illegible]~~ Answering says that he this Examinant does know Peter Cator Esquire Executor of the Last Will and Testament of Manally Punniah Moodelly Deceased the Complainant in this Cause and in the Title of the Interrogatories named and has so known him for the last Three Years says that he does not know Mylay Chengelvaroy Moodelly the Defendant in this Cause also in the Title of these Interrogatories named says that he this Examinant did know Manally Punniah Moodelly Deceased also in the Title of the Interrogatories named and had so known him for a period of Two Years previous to his Decease. And he hath declared the truth of the several Matters by this Interrogatory enquired after according

P.C.
R.

according to the best of ~~your~~ his knowledge remembrance information and belief with his reasons fully and at large And further this Examinant saith not to the First Interrogatory

To The Second Interrogatory This Examinant Answering Says that he this Examinant holds the Situation of Superintendant of the Bond Department in the Office of the Accountant General of the East India Company on their Madras Establishment within Fort Saint George says that it is the duty of this Examinant under the orders of the Accountant General for the time being of the Government of Fort Saint George to Issue Promissory Notes of the Madras Government in payment or discharge of Such Sums of Money as are or have been found to be due by the late Ameer Sing Rajah of Tanjore by the Awards of the Commissioners appointed to investigate the Debts due by the said late Rajah Ameer Sing. And this Examinant further says that it is this Examinants duty under the like orders of the said Accountant General of the Government of Fort Saint George to issue or Cause to

Read as Evidence for the Compl.t at the hearing

P.C.
R.

to be issued and grant other Promissary Notes in lieu of the Promissary Notes so originally granted on application of the Holders thereof on such Promissary Notes being delivered up to be Cancelled and this Examinant further says that such Promissary Notes on being so Cancelled are Deposited and left with this Examinant in the said Bond Department of the Office of the said Accountant General at Madras says that it is one of the duties of this Examinant in the Bond Department to Certify the Payment of the Interest due, on any such Promissary Notes under the like orders of the said Accountant General or his Deputy, And he hath declared the truth of the several Matters by this Interrogatory enquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the second Interrogatory.

To The Third Interrogatory This Examinant Answering says

that

Read as amended
for the [illegible]
the [illegible]

P.C.
R.

that there was and is a Promissary Note of the Madras Government Number One Hundred and Ten dated the Eighteenth day of October One Thousand Eight Hundred and Thirty two for the Sum of Eighty Two Thousand and One Hundred Madras Rupees Thirteen Annas and Ten Pie bearing interest from the Thirtieth day of April One Thousand Eight Hundred and Twenty Three granted in favor of and payable to Manally Rommiah of Madras as Executor of the late Manally Kistnaswamy Deceased or his order on account of a debt found by the said late Rajah Ameer Sing, by the award of the said Commissioners. The Number of such Commissioners award as appears in the Body of such Promissary Note of the Madras Government Number One Hundred and Ten being Number Thirty six and Certificate Number Twenty Seven, (and not Number Forty four as Interrogated to by this Interrogatory) says that such last Mentioned

Promissary

Promissory Note has been discharged or Cancelled and the same is now in this Examinants possession which said Cancelled Promissory Note Number One Hundred and Ten, this Examinant now produces to the Examiner of this Hon^ble Court and which is thereupon marked with the letter A but this + Examinant declines leaving such cancelled Promissory Note Number One Hundred and Ten or any other Cancelled Promissory Note or Notes or any other Document or Documents which he this Examinant may now be Called upon to produce from the Bond Department of the Accountant Generals Office having the instructions of the Accountant General (this Examinants immediate Superior) not to part with the Custody of the same but to produce them and any or either of such Documents before the Examiner of this Honorable Court whenever ~~&~~ required so to do the said Accountant-General having further + Instructed this Examinant to state that previous

to

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to any Documents being permitted to remain in the Custody of the Examiner of this Honorable Court as coming out of the hands Custody or possession of any officer employed by or under the orders of the said Accountant General the Sanction of the Governor in Council is necessary previously to be had and obtained, the above observations being intended to apply to all Documents as ~~Coming~~ coming from the Accountant Generals office which this Examinant may be required to produce and leave with the Examiner of this Honorable Court says that such Promissory Note of the Madras Government Number One Hundred and Ten was discharged and Cancelled at the request of Mylay Chengelvaroy Moodelly as appears by a written application to that effect addressed to the Accountant General on the Twentieth day of June One Thousand Eight Hundred and Thirty four by the said Mylay Chengelvaroy Moodelly which letter this Examinant now produces to the Examiner of this Honorable

Court which is marked with the letter B but declines leaving the same with the said Examiner for the reasons above stated And this Examinant further says that Twenty Six new Promissory Notes were granted in lieu of such Promissory Note Number One Hundred and Ten of the Numbers dates and Amounts following and that such and Every of such new Promissory Note so granted in lieu of such Cancelled Promissory Note Number One Hundred and Ten were so granted in the Name and in favor of the said Inyla Chengalwaroy Moodelly and were Composed of Number Two Hundred and Sixty of One Hundred and Ten for Madras Rupees Thirty Thousand Number Two Hundred and Sixty One of One Hundred and Ten for Madras Rupees Twenty Thousand Numbers Two Hundred and Sixty Two and Two Hundred and Sixty Three of One Hundred and Ten for Madras Rupees Five Thousand each Numbers Two Hundred and Sixty four Two Hundred and Sixty five Two Hundred and Sixty Six Two Hundred and Sixty seven Two Hundred and Sixty Eight Two Hundred and Sixty Nine Two Hundred

and Seventy, Two Hundred and Seventy One Two Hundred and Seventy Two, Two Hundred and Seventy three, Two Hundred and Seventy four, Two Hundred and Seventy five, Two Hundred and Seventy six, Two Hundred and Seventy Seven, Two Hundred and Seventy Eight, Two Hundred and Seventy Nine, Two Hundred and Eighty, Two Hundred and Eighty One, Two Hundred and Eighty Two, Two Hundred and Eighty Three, and Two Hundred and Eighty four, of One Hundred and Ten for Madras Rupees One Thousand each, and Number Two Hundred Eighty five of One Hundred and Ten for Madras Rupees One Thousand and One Hundred Annas Thirteen and Pie Ten each of which said several last mentioned Promissory Notes of the Madras Government given in lieu of the Cancelled Promissory Note Number One Hundred and Ten were dated the Twenty Fourth day of ~~April~~ June One Thousand Eight Hundred and Thirty four says that the Interest that has subsequently become due on such Renewed Promissory Notes was paid as hereinafter set forth that is to say the subsequent Interest which has become due on the renewed Promissory Note Number Two Hundred and Sixty of One Hundred and Ten for + Madras Rupees Thirty Thousand has not been paid to any person whatsoever says that the subsequent Interest which has become due on the Renewed Promissory Note Number Two Hundred and Sixty One of One Hundred and Ten for Madras Rupees Twenty Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty Four to + Thirtieth October One Thousand Eight Hundred and Thirty five to Thomas Teed Esquire and from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth April One Thousand Eight Hundred and Thirty Six to James Scott Esquire which is the last time Interest was paid on such last mentioned Promissory Note says that the subsequent Interest which has become due on the renewed + Promissory Note Number Two Hundred and Sixty Two of One Hundred and Ten for Madras Rupees Fifty Thousand has been paid from the Thirtieth April One Thousand Eight Hundred and Thirty four to the Thirtieth April One Thousand Eight Hundred and Thirty

Thirty Seven to Lieutenant John Braddock says that the Subsequent Interest due on the Promissory Note Number Two Hundred and Sixty Three of One Hundred and Ten for Madras Rupees Five Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty Six to Peter Cator Esquire says that the + subsequent Interest due on Promissory Note Number Two Hundred and Sixty four of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth October One Thousand Eight Hundred and Thirty five to Mr Thomas Teed and from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth April, One Thousand Eight Hundred and Thirty Six to James Scott Esqre and from Thirtieth April One Thousand Eight Hundred and Thirty Six to Thirtieth April One Thousand Eight Hundred and Thirty ~~Seven~~ Seven to William Scott Boring Esquire says that the subsequent Interest due on Promissory Note Number Two Hundred and Sixty five of

One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty Six to Venga Chetty says that the subsequent Interest due on Number Two Hundred and Sixty Six of One Hundred and Ten for Madras Rupees One Thousand has been paid from thirtieth April One Thousand Eight Hundred and thirty four to Thirtieth October One Thousand Eight Hundred and Thirty five to John Alves Arbuthnot Esquire and from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth April One Thousand Eight Hundred and Thirty Seven to George Arbuthnot Esquire says that the subsequent Interest due on Promissory Note Number Two Hundred and Sixty Seven of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Charles Robert Baynes Esquire and from Thirtieth

April

April One Thousand Eight Hundred and Thirty five to Thirtieth October One Thousand Eight Hundred and Thirty Six to the Reverend Richard Crawly says that the subsequent Interest due on Promissory Note Number Two Hundred and Sixty Eight of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth October One Thousand Eight Hundred and Thirty five to Henry Chamier Esquire from Thirtieth October One Thousand Eight Hundred and Thirty Five to Thirtieth October One Thousand Eight Hundred and Thirty Six to Henry Chamier Esquire and Colonel William Henry Sewell and from Thirtieth October One Thousand Eight Hundred and Thirty Six to Thirtieth April One Thousand Eight Hundred and Thirty Seven to Henry Chamier Esquire says that the subsequent Interest due on Number Two Hundred and Sixty Nine of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and

Thirty five to Charles Robert Bayne Esquire and
from Thirtieth April One Thousand Eight Hundred
And Thirty five to Thirtieth October One Thousand
Eight Hundred and Thirty Six to the Reverend &
Richard Crawly says that the Subsequent Interest
due on Number Two Hundred and Seventy of One
Hundred and Ten for Madras Rupees One
Thousand has been paid from Thirtieth April
One Thousand Eight Hundred and Thirty four to Thirtieth
April One Thousand Eight Hundred and Thirty Six to
C. Vencatachellum from Thirtieth April one Thousand
Eight Hundred and Thirty Six to Thirtieth October
One Thousand Eight Hundred and Thirty Six to
~~[illegible]~~ Mr Peter Carstairs says that the &
subsequent Interest due on Number Two Hundred
and Seventy One of One Hundred and Ten for Madras
Rupees One Thousand has been paid from Thirtieth
April One Thousand Eight Hundred and Thirty four
to Thirtieth October One Thousand Eight Hundred and
Thirty four to Messieurs Jeremiah Comer and G— G.
White and Andrew White from Thirtieth October One
Thousand Eight Hundred and Thirty Five to Thirtieth
October

October One Thousand Eight Hundred and Thirty Six
to Mr Peter Carstairs says that the Subsequent &
Interest due on Number Two Hundred and Seventy
Two of One Hundred and Ten for Madras Rupees
One Thousand has been paid from Thirtieth April
One Thousand Eight Hundred and Thirty four
to Thirtieth October One Thousand Eight Hundred and
Thirty Six to Kurdunti Lutchmendrow and from thirtieth
October One Thousand Eight Hundred and Thirty Six to
Thirtieth April One Thousand Eight Hundred and Thirty
Seven to Veeradunth Chengulrow says that the Sub-
-sequent Interest due on Numbers Two Hundred and
Seventy Three Two Hundred and Seventy four and
Two Hundred and Seventy five of One Hundred and
Ten for Rupees One Thousand Each has been paid from
Thirtieth April One Thousand Eight Hundred and Thirty
four to Thirtieth October ~~[illegible]~~ One Thousand Eight
Hundred and Thirty four to John Alves Arbuthnot Esqr.
And from Thirtieth October One Thousand Eight Hundred
and Thirty four to Thirtieth April One Thousand Eight
Hundred and Thirty Seven to George Arbuthnot Esquire
says that the Subsequent Interest due on Number
Two

Two Hundred and Seventy Six of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth October One Thousand Eight Hundred and Thirty five to Vencatachellum and from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth October One Thousand Eight Hundred and Thirty Six to Vencatasawmy says that the Subsequent Interest due on Number Two Hundred and Seventy Seven of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth October One Thousand Eight Hundred and Thirty five to Vencatachellum and from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth October One Thousand Eight Hundred and Thirty Six to Thomas Moore Lane Esquire says that the Subsequent Interest due on Numbers Two Hundred and Seventy Eight Two Hundred and Seventy Nine and Two Hundred and Eighty of One Hundred and Ten for Madras Rupees One Thousand each has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and

Thirty

Thirty five to Goordial Sing from Thirtieth April One Thousand Eight Hundred and Thirty five to Thirtieth April One Thousand Eight Hundred and Thirty Six to Alexander Duncan Campbell Esquire and from Thirtieth April One Thousand Eight Hundred and Thirty Six to Thirtieth April One Thousand Eight Hundred and Thirty Seven to John Carnac Morris Esquire Superintendant and Treasurer to the Government Bank says that the Subsequent Interest due on Numbers Two Hundred and Eighty One and Two Hundred and Eighty Two of One Hundred and Ten for Madras Rupees One Thousand Each has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth October One Thousand Eight Hundred and Thirty five to Nathambadoo Veerasawmy says that the Subsequent Interest due on Number Two Hundred and Eighty Three of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Goordial Sing from Thirtieth April One Thousand Eight Hundred and Thirty five to Thirtieth April One Thousand Eight Hundred and Thirty Six to Alexander Duncan

Campbell Esquire and from Thirtieth April One Thousand Eight Hundred and Thirty Six to Thirtieth April One Thousand Eight Hundred and Thirty Seven to Kurdunt — Lutchman Row says that the Subsequent Interest due on Number Two Hundred and Eighty four of One Hundred and Ten for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Goordial Sing says that the subsequent interest due on Number Two Hundred and Eighty five of One Hundred and Ten for Madras Rupees One Thousand and One Hundred Annas Thirteen and Pie Ten, has been paid from Thirtieth April One Thousand Eight Hundred and Thirty Four to Thirtieth April One Thousand Eight Hundred and Thirty five to Goordial Sing from Thirtieth April One Thousand Eight Hundred and Thirty five to Thirtieth April One Thousand Eight Hundred and Thirty ~~four~~ Seven to William Hammilton Hart Esquire the Receipts of the several periods of Interest as received by the several parties above named is written on the back of the respective

Promissary

Promissary Note and Notes, says that of such above named renewed Promissary Notes of the Madras Government the following have been since Cancelled and discharged namely Number Two Hundred and Sixty of One Hundred and Ten for Madras Rupees Thirty Thousand was cancelled and Twenty five other Promissary Notes have been issued in lieu thereof on the Eighteenth of August One Thousand Eight Hundred and Thirty Four at the Instance and request of Mylay Chengelvaroy Moodelly as it appears by a written application to that effect from the said Mylay Chengelvaroy Moodelly to the Accountant General of Fort Saint George Madras dated Twelfth August One Thousand Eight Hundred and Thirty Four which said Cancelled renewed Promissary Note Number Two Hundred and Sixty of One Hundred and Ten and such last mentioned Letter is thereupon produced before the Examiner of this Honorable Court and the said Cancelled Promissary Note Number Two Hundred and Sixty of One Hundred and Ten is

thereupon marked with the letter C and such last
mentioned letter is thereupon marked with the letter D
but this Examinant declines parting with the
possession or leaving the same or either of such
Documents with the Examiner of this Honorable
Court for the reasons above stated says that the
New Promissary Notes granted in lieu of such Promissary
Note Number Two Hundred and Sixty of One Hundred
and Ten were granted in the name of and in the
favor of the said Mylay Chengelvaroy Moodelly
says that such New Promissary Notes were Composed
of Numbers Three Hundred and Eighty Seven Three
Hundred and Eighty Eight Three Hundred and Eighty
Nine Three Hundred and Ninety Three Hundred and
Ninety One Three Hundred and Ninety Two Three
Hundred and Ninety Three Three Hundred and Ninety
four Three Hundred and Ninety five and Three Hundred
and Ninety Six of One Hundred and Ten for Madras
Rupees One Thousand Five Hundred each and Number
Three Hundred and Ninety Seven Three Hundred and
Ninety Eight Three Hundred and Ninety Nine Four
Hundred Four Hundred and One Four Hundred and
Two

Two, Four Hundred and Three. Four Hundred and
four Four Hundred and Five Four Hundred and
six Four Hundred and Seven, Four Hundred
and Eight, Four Hundred and Nine four Hundred
and Ten & Four Hundred and Eleven, of One
Hundred and Ten for Madras Rupees One Thousand
Each severally dated the Eighteenth day of August
One Thousand Eight Hundred and Thirty four
which said last mentioned Promissary Notes were
delivered out of the Accountant General's Office
by the Authority of Mylay Chengelvaroy Moodelly
to one Anavy Rungasawmy Moodelly as appears
by a letter addressed by the said, Mylay Chengelroy
Moodelly to the Accountant General Fort Saint George
dated Eighteenth August One Thousand Eight Hundred
and Thirty four which letter being in the Examinants
possession is produced by him before the Examiner of
this Honorable Court and thereupon marked with the
letter E. but for the reasons before mentioned this
Examinant declines parting with the possession or leaving
the

the same with the said Examiner. And this Examinant further says that of such renewed Promiſsary Notes herein before named Number Two Hundred and Sixty one of One Hundred and Ten for Madras Rupees Twenty Thousand has ~~Since~~ since been Cancelled and discharged at the request of Meſsieurs Binny & Company as appears by their letter addreſsed to the Accountant General to that Effect dated thirtieth August One Thousand Eight Hundred and Thirty Six which Cancelled Promiſsary Note Number Two Hundred and Sixty One of One Hundred and Ten together with such Letter being in the poſseſsion of this Examinant is produced before the Examiner of this Honorable Court at the time of this Examinants Examination and thereupon marked the Promiſsary Note with the Letter B and the said letter to the addreſs of the Accountant General with the Letter C but this Examinant for the reasons before set forth declines parting with the poſseſsion of Either of such Documents by leaving them with the

the said Examiner says that the following four New Promiſsary Notes were granted in lieu of such Promiſsary Note Number Two Hundred and Sixty One of One Hundred and Ten for Madras Rupees Twenty Thousand Namely Numbers Six Hundred and forty five Six Hundred and forty Six Six Hundred and forty Seven, Six Hundred and forty Eight of One Hundred and Ten for Company's Rupees Five ~~Hundred~~ Thousand each, Severally bearing date the Twentieth August One Thousand Eight Hundred and Thirty Six and in the name of Manally Ponniah, Madras as Executor of the late Manally Kistnaswamy deceased payable to Meſsieurs Binny and Company says that such last mentioned renewed Promiſsary Notes were delivered out of the Accountant General's Office under the written General Authority from Meſsieurs Binny and Company of Madras to deliver all Companys Paper either sent ~~for~~ to Certify Interest or renewal or for any other purpose whatsoever to One Sayaloo a Bill Collector in the employ of the said Meſsieurs Binny and Company, which said Syaloo on behalf of Meſsieurs Binny & Company received the said last mentioned Promissory Notes from the Accountant Generals Office on the Thirty first day of August One Thousand Eight Hundred and Thirty Six as appears by an Entry in the Books of the said Accountant General of Madras which being in this Examinants possession is produced before the Examiner of this Honorable Court and thereupon marked with the Letter BB but this Examinant declines parting with the possession of the same or leaving it with the Examiner of this Honorable Court for the reasons hereinbefore setforth And this Examinant further says that Two of such renewed Promissory Notes hereinbefore named Number Two Hundred and Sixty Seven and Two Hundred and Sixty Nine of One Hundred and Ten have since been Cancelled and discharged at the request of Charles Robert Baynes Esquire as attorney to the Reverend Richard Crawly as appears by his Letter addressed to the + Accountant General dated Fourth January One Thousand Eight Hundred and Thirty Seven which Two Cancelled Promissory Notes Number Two Hundred and Sixty Seven and Two Hundred and Sixty Nine of One Hundred and Ten and such last mentioned

Letter

Letter being in the possession of this Examinant are produced before the Examination of this Honorable Court and thereupon marked the Cancelled Promissory Note Number Two Hundred and Sixty Seven of One Hundred and Ten with the Letter CC the Cancelled Promissory Note Number Two Hundred and Sixty Nine of One Hundred and Ten with the Letter DD and the last mentioned Letter with the Letter EE which said several last mentioned Documents this Examinant declines parting with the possession of or leaving with the Examiner for the reasons hereinbefore set forth says that in lieu of such Cancelled Promissory Notes Numbers Two Hundred and Sixty Seven and Two Hundred and Sixty Nine of One Hundred and Ten One Consolidated Promissory Note was granted Number Six Hundred and Seventy Seven of One Hundred and Ten for Companys Rupees Two Thousand bearing date the Sixth day of January One Thousand Eight Hundred and Thirty Seven and in the name of Manally Ponnah of Madras as Executor of the late Manally Kistnasawmy deceased payable to the Reverend Richard Crawly and that such last mentioned Promissory Note was delivered out of the Accountant Generals Office to Charles Robert Baynes Esquire personally on the Eleventh January One Thousand

Eight Hundred and Thirty Seven as appears by an entry in the Books of the Books of the Accountant General signed by the said Charles Robert Baynes Esquire which Book is produced by the Examinant and thereupon Marked with the Letter L but not delivered to the said Examiner for the reasons hereinbefore set forth and the Examinant further says that of such renewed Promissary Notes hereinbefore named Number Two Hundred and Eighty Three of One Hundred and Ten for Madras Rupees One Thousand has since been Cancelled and discharged at the request of Kerident Lutchmen Row as appears by his letter addressed to the Accountant General dated Twelfth April One Thousand Eight Hundred and Thirty Seven which Cancelled Promissary Note Number Two Hundred and Eighty Three of One Hundred and Ten and such Last Mentioned Letter being in the possession of this Examinant are produced before the Examiner of this Honorable Court at this the time of his Examination and thereupon Marked the Last Mentioned Promissary Note with the Letter M and the letter with the letter N but this Examinant declines parting with the possession or delivering such last Mentioned Documents to the Examiner of this Honorable Court for the reasons of hereinbefore

Mentioned

Mentioned and set forth says that in lieu of such Cancelled Promissary Note Number Two Hundred and Eighty Three of One Hundred and Ten for Madras Rupees One Thousand a Renewed Promissary Note was granted of the same Number and Amount but dated Eighteenth April One Thousand Eight Hundred and Thirty Seven in favor of Manally Ponniah of Madras as Executor of the late Manally Kistnasawmy deceased payable to Kerident Lutchmen Row and that such last Mentioned renewed Promissary Note was delivered to the said Kerident Lutchmen Row personally on the Twenty Eighth April One Thousand Eight Hundred and Thirty Seven as appears by the entry signed by the said Kerident Lutchmen Row in the Books of the Accountant General's Office of Fort Saint George which said Original Entry being in Charge of this Examinant is produced before the Examiner of this Honorable Court and thereupon Marked with the letter O but this Examinant declines parting with the possession of or leaving the same with the said Examiner for the reasons hereinbefore set forth and he hath declared the truth of the several Matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Third Interrogatory

To The Fourth Interrogatory This Examinant Answering Says that there was a Promissory Note of the Madras Government Number One Hundred and Thirty four dated Twenty fourth day of July One Thousand Eight Hundred and Thirty Three for the Sum of Madras Rupees Fifty Two Thousand and Five Hundred bearing interest from the Thirtieth day of April One Thousand Eight Hundred and Twenty Three granted in favor of And payable to M Moodookistna ~ M Lutchmana and M Ponniah jointly for the benefit of the Said M Ponniah or their Order on Account of a debt found due by the Said late Rajah Ameer Sing by the Award of the Said Commissioners Number Two of Thirty Six and Certificate Number Twenty Eight and not as in the Interrogatory is set forth and Interrogated to as Number Forty four and which is by the Said M Moodookistna M Ponniah And M Lutchmana endorsed and transferred to the Said M Ponniah Says that Such Promissory Note of the Said Madras Government Number One Hundred And Thirty four has been discharged And Cancelled as this Examinant having the possession of such Cancelled + Promissory Note at this the time of his Examination now produces the Same before the Examiner of this Honorable Court who thereupon Marks the Same with the Letter P but this Examinant declines giving up the possession of

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the Same for the reasons set forth in the last Interrogatory as referring to the Documents thereby required to be left with the Examiner of this Honorable Court but declares his Willingness to produce the Same whenever Called for Says that Such Cancelled Promissory Note Number One Hundred And Thirty four was so cancelled and discharged at the Instance And request of Mylay Chengalvaroy Moodelly as appears by his written application addressed to the Accountant General of Fort Saint George dated the Twelfth August One Thousand Eight Hundred And Thirty four And which being produced and Shewn but not left with the Examiner at this the time of his Examination is thereupon Marked with the Letter Q Says that Thirty three several new Promissory Notes of the Madras Government were granted in lieu of the Said Promissory Note Number One Hundred and Thirty four on the Same being Cancelled which said new Promissory Notes are as follows Number Three Hundred and Fifty four and Three Hundred and Fifty five of One Hundred and Thirty four for Madras Rupees Five Hundred each and Numbers Three Hundred and Fifty Six Three Hundred and Fifty Seven and Three Hundred And Fifty Eight of One Hundred and Thirty four for Madras Rupees Three Hundred each Numbers Three Hundred and

Fifty Nine Three Hundred and Sixty Three Hundred and Sixty One Three Hundred and Sixty Two Three Hundred and Sixty Three Three Hundred and Sixty four Three Hundred and Sixty Five Three Hundred and Sixty Six Three Hundred and Sixty Seven Three Hundred and Sixty Eight Three Hundred and Sixty Nine of One Hundred and Thirty four for Madras Rupees One Thousand and Five Hundred each Numbers Three Hundred and Seventy Three Hundred and Seventy One Three Hundred and Seventy Two Three Hundred and Seventy Three Three Hundred and Seventy four Three Hundred and Seventy five. Three Hundred and Seventy Six Three Hundred and Seventy Seven Three Hundred and Seventy Eight Three Hundred and Seventy ~~Eight~~ Nine Three Hundred and Eighty Three Hundred and Eighty One Three Hundred and Eighty Two Three Hundred and Eighty Three Three Hundred Eighty four Three Hundred and Eighty five and Three Hundred and Eighty Six of One Hundred and Thirty four for Madras Rupees One Thousand each which said last Mentioned renewed Promissary Notes of the Madras Government were severally dated the Eighteenth August One Thousand Eight Hundred and Thirty four and are in the Name and favor of Mylay Chengelroy Moodelly or his order says that the Subsequent Interest that has Accrued due on Such Promissary Notes of the Madras Government

Numbers

Numbers Three Hundred and Fifty four and Three Hundred and Fifty five of One Hundred and Thirty four for Madras Rupees Five Thousand Each has not been paid to any person that the Subsequent Interest that has Accrued due On Numbers Three Hundred and Fifty Six and Three Hundred and Fifty Seven of One Hundred and Thirty four for Madras Rupees Three Thousand Each has been paid from the Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Goordial Sing and from the Thirtieth April One Thousand Eight Hundred and Thirty five to Thirtieth October One Thousand Eight Hundred and Thirty Six has been paid to John Carnac Morris Esquire Superintendent and Treasurer of the Government Bank says that the Subsequent Interest that has Accrued due on Number Three Hundred and Fifty Eight of One Hundred and Thirty four for Madras Rupees Three Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Goordial Sing and from Thirtieth April One Thousand Eight Hundred and Thirty five to Thirtieth April One Thousand Eight Hundred and Thirty Six to Alexander Duncan Campbell Esquire and from Thirtieth April One Thousand Eight Hundred and Thirty Six to Thirtieth October One Thousand Eight Hundred and Thirty Six to

Lalputtah

Lalpettah Vencatapatty says that the Subsequent Interest which has accrued due On Number Three Hundred and Fifty Nine of One Hundred and Thirty Four for Madras Rupees One Thousand and Five Hundred has been paid from Thirtieth April One Thousand Eight Hundred and Thirty Four to Thirtieth April One Thousand Eight Hundred and Thirty Five to Goordial Sing from Thirtieth April One Thousand Eight Hundred and Thirty Five to Thirtieth April One Thousand Eight Hundred and Thirty Six to Alexander Duncan Campbell Esquire and from Thirtieth April One Thousand Eight Hundred and Thirty Six to Thirtieth April One Thousand Eight Hundred and Thirty Seven to C —— Bhascarrow says that the Subsequent Interest which has accrued due On Numbers Three Hundred and Sixty Three Hundred and Sixty One Three Hundred and Sixty Two Three Hundred and Sixty Three Three Hundred and Sixty Four Three Hundred and Sixty Five Three Hundred and Sixty Six Three Hundred and Sixty Seven Three Hundred and Sixty Eight and Three Hundred and Sixty Nine of One Hundred and Thirty Four for Madras Rupees One Thousand and Five Hundred each has been paid from Thirtieth April One Thousand Eight Hundred and Thirty Four to Thirtieth April One Thousand

Thousand Eight Hundred and Thirty Six to Peter Cator Esquire says that the Subsequent Interest which has accrued due On Numbers Three Hundred and Seventy Three Hundred and Seventy One Three Hundred and Seventy Two Three Hundred and Seventy Three and Three Hundred and Seventy four of One Hundred and Thirty four for Madras Rupees One Thousand Each has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty Six to Peter Cator Esquire says that the Subsequent Interest that has accrued due on Numbers Three Hundred and Seventy five of One Hundred and Thirty four for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty Six to C —— Sawmy naiden says that the Subsequent Interest that has accrued due On Number Three Hundred and Seventy Six Three Hundred and Seventy Seven Three Hundred and Seventy Eight Three Hundred and Seventy Nine and Three Hundred and Eighty of One Hundred and Thirty four has not been paid to any person says that the Subsequent Interest that has accrued due On Number Three Hundred and Eighty One of One Hundred and Thirty Four for Madras Rupees One Thousand has been paid from Thirtieth

April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Damoder Doss and Balamookundoo Doss from Thirtieth April One Thousand Eight Hundred And Thirty five to Thirtieth October One Thousand Eight Hundred and Thirty Six to Mr P. Carstairs says that the Subsequent Interest which has accrued due on Number Three Hundred And Eighty Two of One Hundred and Thirty four for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty Six to Peter Cator Esquire says that the Subsequent Interest that has accrued due On Number Three Hundred and Eighty Three of One Hundred And Thirty four for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred an Thirty five to Damoder Doss And Balamookundah Doss from Thirtieth April One Thousand Eight Hundred And Thirty five to Thirtieth October One Thousand Eight Hundred And Thirty five to Mr John Richardson And from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth October One Thousand Eight Hundred And Thirty Six to the Reverend Richard Crawly says that the Subsequent Interest that has Accrued due On Number Three Hundred and

Eighty

Eighty four of One Hundred and Thirty four for Madras Rupees One Thousand has not been paid to any person says that the Subsequent Interest that has Accrued due on Number Three Hundred and Eighty five of One Hundred and Thirty Four for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred and Thirty four to Thirtieth April One Thousand Eight Hundred and Thirty five to Damoder Doss And Balamookunder Doss and from Thirtieth April One Thousand Eight Hundred And Thirty five to Thirtieth October One Thousand Eight Hundred And Thirty five to Mr John Richardson And from Thirtieth October One Thousand Eight Hundred and Thirty five to Thirtieth October One Thousand Eight Hundred and Thirty ~~four~~ Six to the Reverend Richard Crawly says that the Subsequent Interest that has accrued due on Number Three Hundred And Eighty Six of One Hundred and Thirty four for Madras Rupees One Thousand has been paid from Thirtieth April One Thousand Eight Hundred And Thirty four to Thirtieth April One Thousand Eight Hundred And Thirty five to Goordial Sing from Thirtieth April One Thousand Eight Hundred And Thirty four to Thirtieth April One Thousand Eight Hundred And Thirty Six to Alexander Duncan Campbell Esquire and from Thirtieth April One Thousand Eight Hundred and Thirty Six to

Thirtieth October One Thousand Eight Hundred and Thirty Six to Verdunt + Lutchmun Row the receipt of the Interest of so paid on such several hereinbefore last mentioned renewed Promissary Notes of the Madras Government is duly Marked and Indorsed on each of such Promissary Notes on which the same has so been paid, says that of such last mentioned renewed Promissary Notes the following has been since discharged and Cancelled at at the instance and request of the persons hereinafter mentioned and this Examinant further says that Numbers Three Hundred and Eighty Three and Three Hundred and Eighty five of One Hundred and Thirty four for Madras Rupees One Thousand each have been Cancelled at the instance and request in writing of Mr. Charles Robert Baynes as attorney of the Reverend Richard Crawly which Application addressed to the Accountant General of Fort Saint George and dated the fourth January One Thousand Eight Hundred and Thirty Seven has already been produced to the Examiner of this Honorable Court at the time of this Examinants Examination and by the said Examiner Marked with the Letter R, and such Promissary Notes Number Three Hundred and Eighty Three and Three Hundred and Eighty five of One Hundred and Thirty four being in the possession of this Examinant are produced at this the time of his Examination to the Examiner of this Honorable Court and thereupon by him Marked with the Letters R and S. but this Examinant declines parting with the possession of or leaving the same with such Examiner for the reasons hereinbefore given in this Examinants Answers to the Third Interrogatory in relation to the Documents therein and thereby required to be left with the Examiner of this Hon'ble Court, says that in lieu of such Two several last mentioned Promissary Notes Numbers Three Hundred and Eighty three and Three Hundred and Eighty five of One Hundred and Thirty four the following Consolidated Note was granted Number Six Hundred and Seventy Eight of One Hundred and Thirty four for Company's Rupees Two Thousand dated the Sixth day of January One Thousand Eight Hundred and Thirty Seven in favor of M. Moodookistna M. Lutchmana and M. Ponniah of Madras jointly for the benefit of the said Manalley Ponniah Moodelly payable to the Reverend Richard Crawly which said last mentioned Promissary Note was delivered out of the said Accountant Generals Office to Mr. Charles Robert Baynes personally as appears by the entry in the said Accountant Generals Books

Signed by the said Mr Charles Robert Baynes and already produced before and Marked by but not left with the Examiner of this Honorable Court with the Letter V, says that Number Three Hundred and Eighty Six of One Hundred and Thirty four for Madras Rupees One Thousand has also been discharged and Cancelled at the request and Instance of K—— Chenglerow as appears by his Application to that Effect addressed to the Accountant General dated Twenty Second April One Thousand Eight Hundred and Thirty Seven and which this Examinant having the possession of Together with such last mentioned Promissory Note Number Three Hundred and Eighty Six of One Hundred and Thirty four produces them at this the time of his Examination to the Examiner of this Honorable Court who thereupon Marks the said Application with the letter T and the said Promissory Note with the Letter U but this Examinant declines parting with the possession of or leaving either of such Documents with the said Examiner for the reasons hereinbefore stated says that in lieu of such last mentioned Promissory Note Number Three Hundred and Eighty Six of One Hundred and Thirty four Another Note was granted bearing the same Number and for the same Amount in Company's Rupees bearing date the Twenty Ninth day of April One

Thousand

Thousand Eight Hundred and Thirty Seven and made in favor of Mr Mootookistna M. Lutchmana and M Ponniah of Madras jointly for the benefit of the said M Ponniah payable to Kavadunk Chengelrow, and delivered from the Office of the said Accountant General to the said K—— Chenglerow personally on the second day of May One Thousand Eight Hundred and Thirty Seven as appears by the Entry of the same made in the Books of the said Accountant General and Signed by the said K—— Chenglerow and now produced by this Examinant at this the time of his Examination to the Examiner of this Honorable Court and by him Marked with the Letter W but which both this Examinant declines parting with the possession of or leaving it with the said Examiner for the reasons hereinbefore set forth And he hath declared the Truth of the several Matters by this Interrogatory inquired after According to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the fourth Interrogatory.

To The Last Interrogatory This Examinant answering says that in further explanation of the information and Evidence given by this Examinant particularly in the Third and fourth

Interrogatory

Interrogatories that the same is correctly given from the assistance of the Registers and Records kept in this Examinants or the Bond Department of the said Accountant Generall's Office at Madras and to which this Examinant has daily access but the same are not kept in the Examinants own hand writing notwithstanding this Examinant can undertake to speak to the Correctness of such Accountant Generals Registers and Records so now produced before the Examiner of this Honorable Court as the same bear the attestation of this Examinant by his Signature on the face of most of such Records as also of the said Accountant General of Madras or his Deputy or Assistants to the several entries therein And this Examinant Answering says that he this Examinant doth not know and cannot set forth any other Matter Cause or thing which may in any wise tend to the Benefit or advantage of the said Complainant in this Cause And he hath declared the truth of the severals Matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the last Interrogatory.

Examined by
Fredk. Bowne
Examr.

Expld. by me
C Thummugesum

J P Vanden Chellem

In the Supreme Court of Judicature at Madras Between

Equity Side

Peter Cator Esquire Executor of the last Will and Testament of Manally Ponniah Moodelly Deceased Complainant and Mylay Chengelroy Moodelly Defendant

On the part and behalf of the Complainant

Deposition of a Witness by name Mylay Soobaroy Moodelly taken in this Cause after a Notice of the Name Title and place of abode of such Witness had been first given to or Served on Mr Jeremiah Clerk to Mr Innes Solicitor for Mylay Chengelroy Moodelly defendant at Twelve O'Clock at Noon on Wednesday the Twelfth day of April One Thousand Eight Hundred and Thirty Seven by Peddoonause my Clerk by and before me the Examiner of this Court as followeth.

Mylay Soobaroy Moodelly an Inhabitant of Madras Writer in the Service of Peter Cator Esquire residing in Sally Street in the Black Town of Madras aforesaid Aged Forty Years being produced as a Witness on the part and behalf of the Complainant in this Cause was on the Twenty Second day of May in the Year of Our Lord, One Thousand eight Hundred and Thirty Seven Signified at the Office of Mr Innes Solicitor for Malay Chengelroy Moodelly the Defendant by Peddoonaigue my Clerk who then also left

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a Note of the Name Title and place of abode of the said Examinant at the Office aforesaid and afterwards on the same day and year the Examinant being sworn and Examined Deposeth and saith as follows.–

To The First Interrogatory This Examinant Answering Says that he this Examinant does know Peter Cator Esquire Executor of the last Will and Testament of Manally Poonniah Moodelly Deceased the Complainant in this Cause and in the Title of the Interrogatories named as has so known him since the First day of December One Thousand Eight Hundred and Twenty Six says that he does also know Mylay Chengleveroy Moodelly the Defendant in this Cause also in the Title of the Interrogatories named and has so known him for the last Twenty five years. Says that he this Examinant was also acquainted with Manally Poonnah Moodelly Deceased also in the Title of the Interrogatories named in his life time and had been so acquainted with the said Manally Poonnah Moodelly for about Eight years previous to his Decease. And he hath declared the truth of the several Matters by this Interrogatory enquired after According to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the First Interrogatory.––

To The Fifth Interrogatory This Examinant Answering Says that he this Examinant is acquainted with the hand writing of the said Defendant Mylay Chengleveroy Moodelly having frequently seen him write and sign his name and this Examinant having looked at the several paper writings now produced and shewn to him at this the time of his Examination marked with the letters ABCDEFILM PQRS and V. and which have been produced and so marked before the Examiner of this Honorable Court by Pullerumbancum Vadachella Moodelly The Clerk from the Accountant Generals Office at Madras in Charge of the Bond Department of that Office and one of the witnesses in this Cause and now again produced to this Examinant at this the time of his Examination and this Examinant further says that the said Exhibits ABCDEFILMPQRS and V severally and each of them bear the Signature and hand writing of the said Mylay Chengleveroy Moodelly. And he hath declared the truth of the several Matters by this Interrogatory enquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Fifth Interrogatory

To The Ninth Interrogatory This Examinant Answering says that he this Examinant having first looked at the Paper Writing now produced and Shewn to him at this the time of his Examination Marked with the Letter V and Z that such Exhibit V was delivered by the Defendant Mylay Chengelvaroy Moodelly to the said Complainant Peter Cator Esquire on the Nineteenth day of June One Thousand Eight Hundred and Thirty five and that the said Exhibit Z was also delivered by the said Defendant Mylay Chenglevaroy Moodelly to the said Complainant Peter Cator Esquire on the third day of July One Thousand Eight Hundred and Thirty five in the presence of Nungados Saravanah Moodelly & Cootanoo Soobyer Braminy and this Examinant says that On the delivery of such Exhibit V as last mentioned the said Complainant Peter Cator Esquire asked the said Defendant Mylay Chengelvaroy Moodelly what had become of all the Bonds Mentioned in such Exhibit V according to their respective Numbers to which the said Defendant Mylay Chengelvaroy Moodelly replyed that he

he would make enquiries and afterwards inform the said Complainant Peter Cator Esquire and that afterwards on the Third day of July One Thousand Eight Hundred and Thirty five the said Defendant again Came to the said Complainant and delivered to him Exhibit Z. stating that in the Body of such last mentioned Exhibit Z. ~~said~~ he the said Defendant had caused to be written the particulars of how the said Bonds had been disposed of upon which the said Complainant Peter Cator Esquire having looked into such last mentioned Exhibit found Sundry Blanks therein and thereupon asked the said Defendant what had become of the Bonds against or opposite to the Numbers of which he had made no remarks to which the said Mylay Chenglevaroy Moodelly the Defendant replyed that he was unable to say where such Bonds were as after making all the Enquiry in his Power he had been unable to trace into whose hands or possession they had gone after which the said Complainant Peter Cator Esquire asked the said Defendant Mylay Chengelvaroy

Moodelly on the last mentioned day what had become of the Diamond Necklace and Pearl Necklace and other Valuable Jewels belonging to the Deceased Mamally Pounah Moodelly's Estate to which the said Defendant replied that he knew nothing about any Jewels belonging to the said deceased Says that about Seven or Eight days afterwards the said Defendant brought to this Examinant who was then in the office of the Complainant Peter Cator Esquire One Diamond and one Pearl Necklace and the said Defendant desired this Examinant to accompany him the said defendant to the said Complainant to deliver the same up to him the said Defendant Peter Cator Esquire to which this Examinant replied that he this Examinant was engaged in other business and could not then accompany him to the said Complainant Peter Cator Esquire but that he the said Defendant might go himself and deliver the said Pearl and Diamond Necklace to the said Complainant which he this Examinant believes the said defendant accordingly did Says that on such last mentioned occasion the said Defendant produced and shewed to this Examinant the said Diamond Necklace and also

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the said Pearl Necklace says that such Exhibit V bears the signature of this Examinant at the foot of such Exhibit with a Certificate or Memorandum also in the hand Writing of this Examinant Stating the date and occasion on which such Exhibit was deliverd by the said defendant Mylay Chenglevarry Moodelly to the said Complainant Peter Cator Esquire, And he hath declared the truth of the several matters by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Ninth Interrogatory.—

To The Last Interrogatory This Examinant Answering says that he this Examinant doth not know and cannot set forth any other matter cause or thing which may in any wise tend to the benefit or advantage of the said Complainant in this Cause And he hath declared the truth of the several matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large And further this Examinant saith not to the last Interrogatory—

M Soobaroy

Examined by me
Fredk Orme
Examiner

Explained by me
C Shunmoogum
Int.

In the Supreme Court of Judicature at Madras.

Equity Side. Between Peter Cator Esquire Executor of the Last Will and Testament of Manally Pomiah Moodelly Deceased Complainant and Mylay Chenglerоy Moodelly Defendant.

On the part and behalf of the Complainant.

Deposition of a Witness by name Nuttumbadoo Verasawmy Moodelly taken in this Cause after a Notice of the Name Title and place of Abode of such Witness had been first given to or served on Mr Jeremiah Clerk to Mr Irvine Solicitor for Mylay Chengelroy Moodelly Defendant at Twelve O'Clock at Noon on Wednesday the Twelfth day of April One Thousand Eight Hundred and Thirty Seven by Peddoranze my Clerk by and before me the Examiner of this Court as followeth.—

Nattambadoo Verasawmy Moodelly An Inhabitant of Madras residing in Govindapah Naicks Street in the Black Town of Madras aforesaid aged Twenty Seven or Twenty Eight Years being produced as a Witness on the part and behalf of the said Complainant in this Cause was on the Twenty Second day of May in the Year of our Lord One Thousand Eight Hundred and Thirty Seven Signified at the Office of Mr Irvine Solicitor for Mylay

Chengleroy

Chengelroy Moodelly the Defendant by Peddoranze my Clerk who then also left a Note of the Name Title and place of abode of the said Examinant at the office aforesaid and afterwards on the same Day and Year the Examinant being Sworn and Examined Deposeth and saith as follows.—

To The First Interrogatory This Examinant Answering says that he this Examinant knows Peter Cator Esquire Executor of the Last Will and Testament of Manally Pomiah Moodelly Deceased the Complainant in this Cause and in the Title of the Interrogatories named by Sight only and has so known him for the last Seven or Eight Years says that he does also know Mylay Chengleroy Moodelly the Defendant in this Cause also in the Title of the Interrogatories named and has so known him for the last Twenty Years says that he did also know Manally Pomiah Moodelly Deceased in the Title of the Interrogatories named and had so known him for a like period of about Twenty Years previous to his Decease. And he hath declared the truth of the several Matters by this Interrogatory enquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the First Interrogatory.

To The Fifth Interrogatory This Examinant Answering Says that he this Examinant is well acquainted with the hand writing of the said Defendant Mylay Chengelvaroy Moodelly from having frequently seen the said Mylay Chengelvaroy Moodelly both write and sign his name and having carefully looked at each of the paper writings now produced and Shewn to him at this the time of his Examination marked with the Letters ABCDEFHMP QRS and V. and which were produced before the Examiner of this Honorable Court at this the time of his Examination by Mr. George Watkins one of the Writers or Clerks belonging to the Bond Department of the Accountant Generals Office at Madras And are the same Documents which Pullerumbaunum Vadachella Moodelly produced from the said Office on the day of his Examination before the Examiner of this Honorable Court but refused and declined leaving with the said Examiner for the reasons set forth in his Deposition And this Examinant says that to each of the said Exhibits marked with the Letters ABCDEFHIMPQRS and V. this Examinant finds the signature of the said Mylay Chenglevarny Moodelly affixed in his own proper Hand Writing as the Party Endorsing executing or Authorizing the Transfer Letter or Sale of such several Papers Bonds Letter and Documents And he hath declared the truth of the several Matters by this Interrogatory enquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large And further this Examinant saith not to the fifth Interrogatory.

To The Last Interrogatory This Examinant Answering Says that he this Examinant doth not know and cannot set forth any other Matter Cause or thing which may in any wise tend to the benefit or advantage of the said Complainant in this Cause. And he hath declared the truth of the same Matters and things by this Interrogatory enquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the last Interrogatory.

Fredk Orme.
Examiner

N. Veeraswamy

Explained by me
C Shunmugam Int.

In the Supreme Court of Judicature at Madras

Equity Side Between Peter Cator Esquire Executor of the Last Will and Testament of Manally Poonah Moodelly Deceased Complainant And Mylay Chengleroy Moodelly Defendant.

On the part and behalf of the Complainant

Deposition of a Witness by name Maury Mootoo taken in this Cause after A Notice of the Name Title and place of abode of such Witness had been first given to or served on Mr Jeremiah Clerk to Mr Innes Solicitor for Mylay Chengleroy Moodelly Defendant at Twelve OClock in the Noon of Wednesday the Twelfth day of April One Thousand Eight Hundred And Thirty Seven by Peddoorauze my Clerk by and before Me the Examiner of this Court as followeth.

Maury Mootoo An Inhabitant of Madras residing in Offia Mootiah Moodelly Street in the Black Towne of Madras aforesaid aged Forty-Three Years being produced as a Witness on the part and behalf of the said Complainant in this Cause was on the Twenty Second day of May in the Year of our Lord One Thousand Eight Hundred and Thirty Seven signified at the Office of Mr Innes Solicitor for Mylay

Chengleroy

Chengleroy Moodelly the Defendant by Peddoorauze my Clerk who then also left a Note of the Name Title and place of abode of the said Examinant at the Office aforesaid and afterwards on the same day and Year the Examinant being Sworn and Examined Deposeth and saith as follows

To The First Interrogatory This Examinant Answering says that he this Examinant Knows Peter Cator Esquire Executor of the Last Will and Testament of Manally Poonah Moodelly the Complainant in this Cause And in the Title of the Interrogatories named and has so Known him for the last Two Years says that he does also Know Mylay Chengleroy Moodelly the Defendant in this Cause also in the Title of the Interrogatories named and so Known him for the last Fifteen Years says that he did also Know Manally Poonah Moodelly also in the Title of the Interrogatories named in his life time and had so Known him for Twenty Years previous to his Decease And he hath declared the truth of the several Matters by this Interrogatory enquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the First Interrogatory.

To

of the said Examinant at the Office aforesaid and afterwards on the same day And Year the Examinant being Sworn and Examined Deposeth and saith as follows.

To The First Interrogatory This Examinant Answering says that he this Examinant is acquainted with Peter Cator Esquire Executor of the Last Will and Testament of Manally Pommah Moodelly Deceased the ~~R~~ Complainant in this Cause and in the Title of the Interrogatories named and has so known him for Several Years last past says that he this Examinant does also know Mylay Chengelvaroy Moodelly the Defendant also in the Title of the Interrogatories Named and has so known him for Nearly Two Years says that he this Examinant was not acquainted with Manally Pommah Moodelly deceased in the Title of the Interrogatories Named in his life time And he hath declared the truth of the Several Matters by this Interrogatory enquired after according to the best of his knowledge remembrance Information and belief with his reasons fully and at large and further this Examinant saith not to the First Interrogatory

To The Seventh Interrogatory This Examinant Answering says that

that he this Examinant was employed by the said Peter Cator Esquire the Complainant in this Cause and in the Title of the Interrogatories named Shortly after the death of the said Manally Pommah Moodelly Deceased to Wit on the Twenty Third day of May in the Year of our Lord One Thousand Eight Hundred and Thirty five to break the Seals affixed to the Several Doors of the House in which the said Manally Pommah Moodelly Died Situated in the Black Town of Madras to take charge of the Effects and to take an accurate Inventory of all the property of every kind and a particular Account of all the papers and Cadjans belonging to the said Manally Pommah Moodelly Deceased in the presence of Mungatoor Saravanah Moodelly Mylay Chengelvaroy Moodelly and Cootanoor Soobiah Bramminy the Ghomastah of the said deceased Manally Pommah Moodelly and also in the presence of an European and that Mr James Henry Dance was selected for that purpose says that he this Examinant did find in the Dwelling House of the said Manally Pommah Moodelly Deceased the following Companys Securities of the Tanjore Debt to the Amount of Twenty five Thousand Sicca Rupees

Vizt:

thirty five proceeded again to the House in which the said Manually Ponnuah Moodelly died in the Black Town of Madras and searched the said House for a Diamond Necklace which had belonged to the said Manually Ponnuah Moodelly in his Life time and which Diamond Necklace this Examinant previously had in his possession as an Auctioneer for Sale from Mr Thomas Teed late one of the Solicitors of this Honorable Court and that this Examinant either on the said second day of June or between that day and the fourth day of June this Examinant found the Empty Morocco Case in which this Examinant recollects the said Diamond Necklace was placed when it was previously in this Examinants possession On finding which said Empty Morocco Case this Examinant asked the said Mylay Chingulvaroy Moodelly and Mungadoo Swaminath Moodelly and Coolanoor Soobiah Wenney severally and distinctly whether they or either of them knew where the said Diamond Necklace was gone to. To which they severally replied that they knew nothing about it Says that the above named

persons

persons were present at such last mentioned Conversation as well as Mr James Henry Dance and Mooroogapah Moodelly the Conicopoly of this Examinant Says that the said Diamond Necklace was not produced by any person at such last mentioned Examination and that the said Defendant Mylay Chingulvaroy Moodelly in particular denied all Knowledge of such Diamond Necklace or where it was or who had possession of the same And he hath declared the truth of the several matters by this Interrogatory inquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Seventh Interrogatory.

Read as Evidence for the Complt. at the Hearing
FCR

To the Eighth Interrogatory This Examinant answering saith that he this Examinant having so found the said Red Morocco Case empty in which this Examinant had previously seen and had received possession of the said Diamond Necklace from the said Mr Thomas Teed as is in the last Interrogatory more particularly setforth did make particular inquiries relative to the same from the said Defendant Mylay Chingulvaroy Moodelly and others and which said Diamond Necklace this Examinant says he believes to have been of the value of about fourteen or fifteen thousand Pagodas And he hath declared the truth of the several matters by this Interrogatory inquired after according to the best of his Knowledge remembrance information and belief with his Reasons fully and at large and further this Examinant saith not to the Eighth Interrogatory.

To the Last Interrogatory This Examinant answering says that the Tanjore Bond number Five Hundred and Sixty three for Rupees Five thousand which was found in a small native writing Desk of the said Cootanoor Soobiah Braminy was claimed by him at the time as belonging to one of the Female Relations of the said Mannally Pounniah Moodelly Deceased which this Examinant understood to be the Aunt of the said Deceased but as the whole of the Tanjore Bonds thus found as abovementioned were new and in favor of and only blank Endorsed by the said Mylay Chungleroy Moodelly this Examinant would not listen to such Representations but placed the said Tanjore Bond number Two hundred and Sixty three amongst the other Tanjore Bonds found amongst the property of the said Mannally Pounniah Moodelly Deceased and this Examinant delivered the whole of the said Tanjore Bonds to the said Peter Cator Esquire the Complainant in this Cause as in the Title of the Interrogatories named on the same Evening. And this Examinant answering says he doth not know and cannot set forth any other matter or thing which may in any wise tend to the benefit or advantage of the said Complainant in this Cause And he hath declared the truth of the several matters by this Interrogatory enquired after according to the best of his knowledge remembrance and belief with his reasons fully and at large and further this Examinant saith not to the Last Interrogatory.

Fredk Orme
Examiner

Jno. Wheeler

In the Supreme Court of Judicature at Madras

Equity Side. Between Peter Cator Esquire Executor of the Last Will and Testament of Mannally Pounniah Moodelly Deceased Complainant and Mylay Chungleroy Moodelly Defendant.

On the part and behalf of the Complainant.

Deposition of a witness by name Mooroogapah Moodelly taken in this Cause after a notice of the name Title and place of abode of such witness had been first given to or served on Mr Jeremiah Clerk to Mr Innes Solicitor for Mylay Chungleroy Moodelly the Defendant at one o'Clock in the afternoon of Wednesday the Twelfth day of April one thousand Eight hundred and Thirty Seven by Peddoorunga my Clerk by and before me the Examiner of this Court as followeth.

Mooroogapah Moodelly an Inhabitant of Madras Residing at Veera Pillay street in the Black Town of Madras aforesaid aged Thirty six years being produced as a witness on the part and behalf of the said Complainant in this Cause was on the Ninth day of May in the year of our Lord one thousand Eight hundred and Thirty seven signified at the Office of Mr Innes Solicitor for the Defendant Mylay Chungleroy Moodelly by Peddoorunga my Clerk who then also left a note of the name Title and place of abode of the said Examinant at the Office aforesaid and afterwards on the same day and year the Examinant being sworn and Examined Deposeth and saith as follows.

To the First Interrogatory. This Examinant answering says that he this Examinant does know Peter Carter Esquire Executor of the Last Will and Testament of Mannally Poonnah Mundelly Deceased the Complainant in this Cause and in the Title of the Interrogatories named and has so known him for the last Eight years Says that he does also know Mylay Chengulwaroy Mundelly the Defendant in this Cause and in the Title of the Interrogatories named and has so known him from the Month of May in the year of Christ one thousand Eight hundred and Thirty five Says that he this Examinant was not acquainted with the said Mannally Poonnah Mundelly in the Title of the Interrogatories named in his Life time and he hath declared the truth of the several matters by this Interrogatory inquired after according to the best of his Knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the First Interrogatory.

To the Seventh Interrogatory. This Examinant answering says that shortly after the Death of the said Mannally Poonnah Mundelly Deceased to wit on the Twenty third day of May in the year of Christ One thousand Eight Hundred and Thirty five This Examinant was directed by his Employer

Mr

Mr John Wheeler to accompany him to take Charge of the Company's Paper and Jewels belonging to the Estate of the said Mannally Poonnah Mundelly Deceased which this Examinant was given to understand and believes to have been done under the orders of the said Peter Carter Esquire the Executor of Mannally Poonnah Mundelly Deceased in which belief this Examinant was Confirmed, from seeing a letter under the Signature of the said Peter Carter Esquire addressed to this Examinant's Employer the said Mr John Wheeler directing the said Mr John Wheeler to see with the least possible delay that such Jewels and Company's Paper might be secured and safely placed in the possession of the said Peter Carter Esquire Says that the said Mr John Wheeler accompanied by this Examinant proceeded to the House in which the said Mannally Poonnah Mundelly died situated in Vurdah Moodeyah Street in Peddoo Naick's Pettah in the Black Town of Madras on the said Twenty third day of May in the year of Christ One thousand Eight hundred and thirty five and on their arrival at the House of the said Mannally Poonnah Mundelly Deceased they found there Sarliah Braminy Mylay Chengulwaroy Mundelly Mungadoo Seenammah Mundelly and Seenapoorah Soondaree Mundelly

Contd

and Sundry other Servants of the Deceased and Sepoys placed by Mr John Wheeler to take Care of the said House and property that soon after they had so arrived Mr James Henry Dowie also Came there whereupon this Examinant and the said Mr John Wheeler proceeded to take charge and make a List of the Property which was found on the premises Says that they did find amongst the Effects of the said Mounally Poonah Moodelly in his Dwelling situated as aforesaid Sundry Companys Securities Commonly Called Tanjore Bonds to the value of Rupees Twenty Thousand which said Companys Security or Tanjore Bond were pointed out to the said Mr John Wheeler by one Soobiah Bramminy laying on a Bench in a Room in the said House amongst some old useless Papers and Cadjans and that upon the said Mr John Wheeler asking the said Soobiah Bramminy in particular for a Companys Security for Rupees Five Thousand The said Soobiah Bramminy immediately opened a small rattan writing Desk which was in the same Room and produced therefrom another Companys Security or Tanjore Bond for Rupees Five thousand saying that such Companys Security or Tanjore Bond for Rupees Five thousand belonged to the Dannee Ammah as it was kept separate by the said Mounally Poonah Moodelly

Deceased

Deceased for the maintenance and support of the said Dannee Ammah This Examinant Cannot state the Respective numbers and amounts of such several Companys Securities or Tanjore Bonds but this Examinant having Read and Examined the said Companys Securities or Tanjore Bonds generally is enabled to state from Memory that the whole amounted to the Sum of Rupees Twenty five Thousand and that they were generally in favor of the said Mylay Chingulvany Moodelly and were Each of them blank Endorsed by him Says that such Companys Securities or Tanjore Bonds were found in a Room down stairs at the North End of the House the Door of which faced to the South but that of such Companys Securities or Tanjore Bonds Twenty thousand Rupees worth were loosely tied in a Bundle and laying amongst other Cadjans and old useless Papers on a Bench in the Room above described the Seal affixed and by which such Room was secured having been broken and taken off by the said Mr John Wheeler and the other Security for Five Thousand Rupees was found in the Desk in the same Room as aforesaid Says that about Twenty days afterwards when the Inventory was made this Examinant by the Directions of the said Mr John Wheeler asked the said Defendant Mylay Chungulvaroy Moodelly as also Mungadoo Seravanah Moodelly and Subbiah Brammy they and Mr James Henry Dance being also present where a Certain Diamond Necklace which belonged to the Deceased then was to which the said Mylay Chungulvaroy Moodelly Mungadoo Seravanah Moodelly and Subbiah Brammy replied that neither they nor either of them knew any thing about such Diamond Necklace Says that the occasion of making particular Enquiries

Relative

Relative to such Diamond Necklace were from particular instructions to that effect received from the said Peter Cator Esquire by the said Mr John Wheeler whilst the said Mr John Wheeler and this Examinant were preparing the List of the Property and Effects left by the said Moonally Soonah Moodelly deceased Says that they did find Two or three empty Jewel Boxes laying on the ground and thereupon the said Mr John Wheeler and this Examinant asked the said Defendants Mylay Chungulvaroy Moodelly and the said Mungadoo Seravanah Moodelly and the said Soobiah Brammy where were the Jewels that had been in such Empty Jewel Boxes to which they severally replied that they did not know any thing relative to such Jewels and in fact their answers were given in a suspicious and unsatisfactory manner the said Mr John Wheeler this Examinant and Mr James Henry Dance being present at such last mentioned Conversations Says that no such Diamond Necklace was at that or any other time produced by the said Defendant in this Examinant's presence neither at any time was any account of what had become of the same given by the said Defendant in this Examinant's presence And he hath declared the truth of the present writing by this Deponent Signed after reading to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Seventh Interrogatory

To the Last Interrogatory this examinant answering says that he this examinant doth not know and cannot set forth any other matter or thing which may in any wise tend to the benefit or advantage of the said Complainant in this Cause and he hath declared the truth of the several matters by the Interrogatory inquired after according to the best of his knowledge remembrance and belief with his reasons fully and at large and further this Examinant saith not to the Last Interrogatory.

[illegible] Olive
Examiner

[illegible]

In the Supreme Court of Judicature at Madras
Equity Side

Interrogatories to be exhibited to witnesses to be produced sworn and Examined in a Certain Cause wherein Peter Cator Esquire Executor of the last Will and Testament of Manally [illegible] Moodelly deceased is Complainant and Mylay Chingleroy Moodelly is Defendant

On the part and behalf of the Defendant

First Interrogatory
To all the Witnesses

Do you know the parties Complainant and Defendant in the title of these Interrogatories named or either and which of them and how long have you known them or either of them respectively declare the truth [illegible] [illegible] [illegible] [illegible] Interrogatory according to the best of your knowledge remembrance information and belief

To the Second Interrogatory
to Certain witnesses residing in [illegible] street in the [illegible] of Madras

Did you know the [illegible] Manally [illegible] [illegible] of the [illegible] [illegible] in his life time [illegible] and long before [illegible] his death [illegible] were you or not intimately or otherwise acquainted with his pecuniary Circumstances Declare the truth of the several Matters enquired after by this Interrogatory according to the best of your Knowledge remembrance information and belief

To the Third Interrogatory
To Caithanoor Soobiah or Bramany

Do you or not know whether the said Manally Poonnah Moodelly in the preceding Interrogatory enquired after in his life time ever at any time and when and whether up to his death or otherwise employed any person And whom by name as his agent or otherwise to assist him in the transaction of his affairs and business and did he or not ever at any time employ the said Defendant Mylay Chengleroy Moodelly as such agent otherwise as you best know and believe and was or was not the said Mylay Chengleroy Moodelly Connected many and what manner by Marriage with the said Manally Poonnah and did they or not live together as Members of and the same family or otherwise and how otherwise Declare the truth of the several Matters enquired after by this Interrogatory according to the best of your Knowledge Remembrance information and belief

To the Fourth Interrogatory
To Mungadoo Soorammah Moodelly residing in Vundah Moodalapun Street in the Black Town of Madras

If you shall say that the said Mylay Chengleroy Moodelly was married to the Sister of the said Manally Poonnah Moodelly do you or not know whether the said Manally Poonnah Moodelly at any time and when in particular gave or bestowed any and what Sum of Money or any and what Securities for Money of any and what particular description and amount to any and what person and whom by Name for the support and Maintenance of the said Mylay Chengleroy Moodelly and his family or otherwise and had you or not any and what Conversation with the said Manally Poonnah Moodelly at any and what time in particular and in the presence of any and what persons by Name respecting such gift Declare the truth of the several Matters enquired after by this Interrogatory according to the best of your Knowledge Remembrance information and belief

To the Fifth Interrogatory
To Cantachoottoo Soobroy Moodelly residing in [illegible] Street in the Black Town of Madras
Mungadoo Soorammah Moodelly

Do you or not know [illegible] Moodelly the son of the said Mylay Chengleroy Moodelly the defendant in this suit If yea What is the age of the said Balakistna Moodelly at his the time of your Examination Do you or not know whether the said Manally Pounah Moodelly in his life time ever displayed any and what particular marks of affection and regard towards the said Balakistna Moodelly If yea do you or not know whether the said Manally Pounah Moodelly gave any and what present or presents to the said Balakistna Moodelly and of what kind and description And to whom by name was or were such present or presents delivered by the said Pounah for and on account of the said Balakistna Moodelly If you shall say that any necklace or necklaces were so given by the said Manally Pounah Moodelly describe the same particularly and when and on what occasion the same was or were so given And whether the same consisted of any and what Jewels or precious stones and of what value and amount was such necklace if more than one was so given and had you or not any and what Communication or Conversations with the said Manally Pounah Moodelly at any time and when and in the presence of any and what person or persons respecting such presents to the said Balakistna Moodelly and do you or not know whether the same or either

and which of them were ever worn by the said Balakistna Moodelly at any and on what or particular occasion or occasions or Ceremony or Ceremonies and in the presence of any and of what persons and whether or not in the presence of any and which of the Relations or Connections of the said Manally Pounah Moodelly after the same were so given to the said Balakistna Moodelly by the said Manally Pounah Moodelly and was or was not such gift and present well known among the friends and relations of the said Manally Pounah Moodelly Declare the truth of the several matters enquired after by this Interrogatory according to the best of your knowledge Remembrance information and belief

To the Sixth Interrogatory
To Coothanan Soobiah
Braminy

Were you or not present at any time and when in particular after the death of the said Manally Pounah Moodelly in the premises in Interrogatory named at the house of the said Manally Pounah Moodelly when and what search was made by any and what person and in particular by a Mr Wheeler for the property or effects left by the said Ramally Pennah Mordelly and was then or not any and what particular property consisting of Government Promissory Notes or otherwise then found by the said Mr Wheeler and where and in what room or rooms and in what part of the room and from what place and from whose Care and Custody was the same or any and what part thereof found or taken and do you or not know how and on what occasion and for what purpose the whole or any and what part of such Government Promissory Notes had been deposited in the Care and Custody of the person or persons from whom they were taken as in the preceding part of this Interrogatory has been enquired of Declare the truth of the several Matters enquired after by this Interrogatory according to the best of your knowledge remembrance information and belief

To the Seventh Interrogatory

[illegible] Soobrow Mordelly a writer in the Service of Mr Cator residing in Pala Street in the Black Town of Madras

Were you or not present at any time and when in particular when any and what Circumstances took place by and between the Complainant and Defendant in this suit respecting the delivering up to the said Complainant of Certain or any Promissory Notes belonging to the said Defendant If yea declare the same fully and at large as you best remember and was there or not any and what assurance or assurances and promise or promises or inducement or inducements or otherwise held out by the said Complainant to the said Defendant respecting such Promissory Notes and do you or not know whether afterwards and on any and what account and under any and what promise or inducement or otherwise the said Defendant gave up to the said Complainant any and what particular Government Promissory Notes and to any and what Amount Declare the truth of the several Matters enquired after by this Interrogatory according to the best of your knowledge remembrance information and belief

To the Eight Interrogatory

[illegible] Ramanada Mordelly residing in Comparee Street in the Black Town of Madras

Were you or not present at any time and when in particular with the Complainant and Defendant when any and what Matter or Matters of any and what particular kind and description were given by the said Defendant to the said Complainant and If yea to whom did the same belong and Do you or not Know why and on what account and for what reason was or were the same given to the said Complainant and did or did not the said Defendant make any and what direction or directions remonstrance or remonstrances or protest or protests to the said Complainant respecting the same and did or did not the said Complainant use any and what language of any and what kind or description to the said Defendant respecting the delivery of the said necklace or necklaces to him the said Complainant Declare the truth of the several matters enquired after by this Interrogatory according to the best of your knowledge remembrance information and belief

To the Tenth Interrogatory
C. Teddelae Ramanaen Moodelly

Are you acquainted with the character and hand writing of the Complainant Peter Cator in the title to the Interrogatories named If you look upon the paper writing now produced and exhibited to you at the the time of your Examination

marked

Marked A B & C of whose hand writing is the Name and Signature P. Cator set and subscribed to the same as you best know and believe Declare the truth of the several matters enquired after by this Interrogatory according to the best of your knowledge remembrance information and belief.

To the Sixth Interrogatory
To J. G. Turnbull Esqr. residing in
Andersons Garden at Madras
and Kullumbadoo Veerasawmy
Moodelly residing in Coungapel
Naick Street in the Black
Town of Madras -
C. Vadachellum Mood.r

Were you or not at any time and when employed by the said Manally Pennuah Moodelly in any and what Confidential situation and did you or not thereby become acquainted with the manner in which he managed the Companys paper to which he at any time became entitled did or did not the said Manally Pennuah Moodelly at any time and when become possessed of Government Promissory Notes of the [illegible] Loan to any and what extent and did or did not the said Manally Pennuah Moodelly keep and retain the said Government Promissory Notes in his own name or not transfer the same by endorsement to the name of any other and what person for and on account of him the said Manally Pennuah Moodelly and do you or not Know when and at whose requisition was the same or any part thereof so

transferred

my Clerk by and before me the Examiner of this Court as followeth.

Coothanoor Sooliah Bramuny. An Inhabitant of Madras residing in Pereemah Moodelly Street in the Black Town of Madras aforesaid aged about Forty Two Years being produced as a Witness on the part and behalf of the said Defendant in this cause was on the Twentieth day of June in the Year of Our Lord One thousand Eight hundred and Thirty Seven Signed at the Office of Mr Acworth Solicitor for the said Complainant Peter Cator Esquire Executor of the Last Will and Testament of Manally Ponniah Moodelly deceased by Peddamuze my Clerk who then also left a Note of the Name Title and place of abode of the said Examinant at the Office aforesaid and afterwards on the same day and year this Examinant being Sworn and Examined deposeth and saith as follows.

To the First Interrogatory. This Examinant answering says that he this Examinant does know Peter Cator Esquire the Executor of the Last Will and Testament of Manally Ponniah Moodelly deceased the Complainant in this cause and in the title of the Interrogatories named and has so known him for upwards of Two years last past says that he does also know Mylay Chongleray Moodelly the Defendant in this cause also in the title of the Interrogatories named and has so known him for the last twelve years or thereabouts And he hath declared the

Read as evidence for the Deft at the hearing
P.C.
Regr

the truth of the several matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the First Interrogatory.

To the Second Interrogatory. This Examinant answering says that he this Examinant did know the Testator Manally Ponniah Moodelly in the Headings of this cause and in the title of the Interrogatories named in his life time and had so known him for about fifteen years previous to his Decease but was not during that period intimately acquainted either with the said Deceased Manally Ponniah Moodelly or with his pecuniary affairs. And he hath declared the truth of the several matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Second Interrogatory.

To the Third Interrogatory. This Examinant answering says that the said Deceased Manally Ponniah Moodelly in his life time and up to the time of his Death employed three persons to assist him in the transaction of his affairs and business Viz. this Examinant one Chevalinga Pillay and one Rungy Moodelly And that the said Mylay Chongleray Moodelly was also requested occasionally by the said Manally Ponniah Moodelly Deceased to act as a friend in the management of his the said

Read as evidence for the Deft at the hearing
P.C.
Regr

Manally Pennah Moodelly's servant but never on a Salary or for remuneration says that the said Mylay Chengleroy Moodelly was connected by marriage with the said Manally Pennah Moodelly He the said Mylay Chengleroy Moodelly having married the sister of the said Deceased Manally Pennah Moodelly and that they the said Manally Pennah Moodelly and Mylay Chengleroy Moodelly both lived together in one and the same House as members of One family And he hath declared the truth of the several matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Fifth Interrogatory

To the Sixth Interrogatory This Examinant answering says that he this Examinant was present about Seven or Eight days after the death of the said Manally Pennah Moodelly when a Search was made by a Mr John Wheeler the Auctioneer at Madras within the House in which the said Manally Pennah Moodelly Died for the Property and Estate left by the said Manally Pennah Moodelly Deceased And says that on the occasion of such search that several Company's Securities to the amount of Twenty thousand Rupees were found at this Examinant's Table in a Room in the House occupied by the said Manally Pennah Moodelly at the time of his Decease which Room and Company's paper was in the care and under the charge of this Examinant having so given unto this Examinant's possession by the said Manally Pennah Moodelly the day

Read as Evidence for the Deft at the hearing
P.A.
Regr

day before his death and which said Room was afterwards locked up by this Examinant and the key of such Room was kept in this Examinant's possession and that such Company's Securities were taken from off from this Examinant's Desk either by the said Mr John Wheeler or by his Dubash one Moorgapah Moodelly but this Examinant is unable to say whose hand first took such Company's Securities from off this Examinant's Desk And he hath declared the truth of the several matters and things by this Interrogatory enquired after according to the best of his knowledge remembrance information and belief with his reasons fully and at large and further this Examinant saith not to the Sixth Interrogatory

To the Last Interrogatory This Examinant answering says that the said Mr John Wheeler carried away all the Goods Silver Articles and other property belonging to the said Deceased Manally Pennah Moodelly and ready Cash [illegible] the money consisting in [illegible] Gold Mohurs and other Rupees all which were taken away from the House in which the said Manally Pennah Moodelly died a few days after his death by the said Mr John Wheeler by order of the said Complainant Peter Cator Esquire for sale by Auction and this Examinant further says that Company's Securities for Company's Papers [illegible] thousand was found within this Examinant's Desk which the said Mr John Wheeler took out of such Desk having first obtained the key from this Examinant and the said Mr John Wheeler also took of such Desk three pieces of silver [illegible] and [illegible] Gold [illegible] Rupees of which two of the pieces of such silver [illegible] belonged to the said Manally Pennah Moodelly and the other piece and all the money in silver Rupees belonged to this Examinant And this Examinant answering says that he this Examinant

Read as evidence for the Deft at the hearing
P.C.
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