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2, 27 March 182

and

25th Ending February 1829

No 1

In the Supreme Court of Judicature at Fort
Equity Side

Second Term 1827

Present

The Hon^ble Sir Ralph Palmer, Knight, Chief Justice
The Hon^ble Sir Robert Buckley Comyn, Knight,
and
The Hon^ble Sir George William Rackett, Knight
His Majesty's Justices

Tuesday the Twenty Seventh day of March
One Thousand Eight hundred and twenty seven
and in the Eighth Year of the Reign of His
Majesty King George the Fourth Between
Manuel Watkins - Complainant
and
Pooathoo Kistnamah Chitty and Vencatasamapoo
Chitty an Infant by Gantoor Basheam his next
friend. Defendants

This Cause Coming on this day Before the Honorable
the Judges of this Court in the presence of Counsel learned on
the behalf of the Complainant and the Defendant Pooathoo
Kistnamah Chitty pursuant to the Order of this Honble Court of
the 21st day of March instant to be heard for the further directions
and Costs Reserved in and by the Decretal Order made in this
Cause bearing date the 11th day of February 1826 Upon opening
the Bill of Complaint Exhibited by the above named Complainant
And the Separate Answer of the Defendant Pooathoo Kistnamah
Chitty thereto And upon hearing Read the said Decretal Order
of the said 11th day of February 1826 Whereby it is directed that
the Bill in this Cause should be Retained for twelve Months
with Liberty for the Parties Complainant and Defendants in the
Mean time to prove & to Think of the following Issue Viz^t

To the &c.

Robert Comyn

G Rackett

Whether the Defendant Roatloo Kistnamah Chitty has between the 20th day of November 1820 being the day of the Imprisonment of Nullabala Venkatarunga Chitty deceased in the Pleadings in this Cause Named inclusive and the 27th day of June 1823 being the day the Complainants Original Bill of Complaint was filed in this Cause possessed himself of any Property of the said Nullabala Venkatarunga Chitty deceased And if any to what Amount and Value And that the said Complainant should be the Plaintiff at Law and that the said Defendant Roatloo Kistnamah Chitty should be the Defendant at Law in Such Issues and that the said Complainant and Defendant Should be Examined upon Oath at such Trial And that the said Plaintiff Manuel Watkins Should furnish the Defendant Roatloo Kistnamah Chitty's Attorney with a Bill of Particulars of the Property possessed by the said Roatloo Kistnamah Chitty but if the said Roatloo Kistnamah Chitty upon his Examination should Admit to have possessed himself of other Property of or belonging to the said Nullabala Venkatarunga Chitty deceased or to his Estate then the Plaintiff is not to be bound by his Bill of Particulars as to such other Property so Admitted. And in default of the Plaintiff trying Such Issue within the time aforesaid then it was Ordered that the Plaintiffs Bill should stand dismissed out of this Court with Costs to be taxed by the Master of this Court But in Case he should duly proceed to the Trial of such Issue as aforesaid then the Court did Reserve the Consideration of all further directions touching the Matters in the said Cause And the parties in the Mean time to be at Liberty to apply to the Court touching Such issue as they should be advised. And upon hearing Read the Certificate of the Deputy Prothonotary that in pursuance of the said Order an Action in Feigned Issue wherein Manuel Watkins was Plaintiff and Roatloo Kistnamah Chitty was Defendant Came on to be Tried on the 15th 16th and 17th days of

of February last and that on the said 17th day of the last mentioned month the Honorable the Judges found a Verdict for the Defendant Whereupon and upon debate of the Matter and hearing what was alledged by the Counsel on either Side. This Court doth think fit to Order and Decree And it is Accordingly Ordered and Decreed that the Complainants Bill of Complaint do stand and be dismissed, but (upon the Consent of the Counsel for the Defendant Roatloo Kistnamah Chitty without Costs, the Complainant undertaking to pay the costs of the Action in the Feigned Issue within twelve Months from the date of this Decree.

By the Court
W. Clay
D. Regr

Rod Norcott
Defts Sol

In the Supreme Court of Judicature at Madras

Equity Side

Second Term 1827

Present

The Honble Sir Ralph Palmer, Knight, Chief Justice

The Honble Sir Robert Buckley Comyn, Knight

and

The Honble Sir George William Ricketts, Knight

His Majestys Justices

Tuesday the Twenty Seventh day of March One Thousand Eight hundred and twenty Seven And in the Eighth Year of the Reign of His Majesty King George the Fourth Between Joseph Bazar Shamier. Complainant

and

John Shamier, Bazar Jacob Shamier, Satur Arathoon and Shamier Zorer Defendants

This Cause Coming on the Ninth, Tenth, Twelfth Thirteenth Fourteenth and Fifteenth days of February last and also on this present day Before the Honble the Judges of this Court in the presence of Counsel learned on the behalf of the Complainant and the Defendant John Shamier to be heard on the Bill and Ans[wer] and Exhibits against the said Defendant John Shamier and Bill to be taken pro Confesso as against the other

Robert Comyn.

Sir George Ricketts in Bangalore.

Supreme Court
Equity Side

Mahomed Hathim
Plaintiff
and
Ramlall Kistnamah Chetty
and Another -

Regd Decree
Ft. Wm. Decree
Book No. 1827
Page

Breaches of Trust And that by Reason thereof the said
Defendant John Shamier was so Answerable And it is
Ordered that the Master do also enquire and State what
was the Amount in Value of the Residue of the said
Testators Estate so far as the Same could be ascertained
and of the said Complainants fourth part or share
thereof and also of the said Complainants fourth part
or share of and in the said Lands and Houses
specifically devised by the said Will and Codicil
And let the Master also enquire and State the
particulars and Amount in Value of any Property
possessed by the said Complainant or by any person
or persons by his Order or for his use in or towards
payment or Satisfaction of his Rights and Interests
under the said Will and Codicil or any or either
and which of them and when and from whom the
same was Received And it is Ordered that the
Master do enquire and State when and in whose
presence and for what Consideration the said
Release was Executed by the said Complainant
Joseph Bazar Shamier And he is to be at liberty
to State any special Circumstances Relative thereto
or to any of the enquiries aforesaid And it is Ordered that the
said Complainant and the said Defendant John
Shamier and also the said other Defendants Bazar
Jacob

Jacob Shamier Sater Authoon and Shamier Zoren do produce
to and leave with the said Master (upon Oath if Required) all
Deeds, Agreements, Bonds, Books, Papers Vouchers and
Writings in their or either of their Custody possession or power
touching or in any way Relating to the Matters in dispute in
this Cause And that the said Master be at liberty to Examine
the said Complainant and the said Defendant John
and the other Defendants and also Witnesses
Shamier upon Oath or Interrogatories touching all and
Singular the Matters in dispute in this Cause or any
thereof and in such Manner as the said Master shall
think proper And it is Ordered that on proceeding upon
the Enquiries aforesaid the Entries in the Books and
Accounts in the Pleadings of this Cause mentioned to have
been delivered over by the said Defendant John Shamier
to the said Complainant and his Father Bazar Jacob
Shamier and his Brother Jacob Bazar Shamier at the
time of the Execution of the said Release Relating to the
fact of any Receipts or payments on Account of the said
Testators Estate be taken and Received by the Master
as Sufficient Evidence of such fact or facts respectively
without calling upon the said Defendant John Shamier
to produce any further Vouchers for the same And that
the said Defendant John Shamier do sell the
Property of the Testator in his possession and pay the
Money to be made by such Sale into Court on Trust

or

in this Cause - And this Court doth reserve the Consideration of all further directions and Costs including the Costs of the said Reference to the Master until the said Master shall have made his Report - And any of the Parties are to be at Liberty to apply to this Court as there shall be occasion -

By the Court

C. H. Clay

D. Reg.

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Supreme Court
County Side

Knight Roger Accomptant
and
John Adamson and Others

Draft Decree
Pro. alleged Record
by Plaintiff
Defendant

Ecclesiastical Side

In the Name of God Amen

We Sir Ralph Palmer Knight Chief Justice and Sir Robert Buckley Comyn Knight and Sir George William Ricketts Knight Puisne Justices of the Supreme Court of Judicature at Madras having Authority and rightly and duly proceeding having heard seen and understood and fully and maturely discussed the merits and circumstances of a certain Cause of Divorce or Separation from Bed and Board and Mutual Cohabitation by reason of Adultery which lately and still is controverted and remains undetermined before us in Judgment on the Ecclesiastical side of the said Supreme Court Between Henry Peach Heighly a Captain in the Military Service of the Honble East India Company on the Madras Establishment the party Agent and Complainant on the one part and Anne Heighly the wife of the said Henry Peach Heighly the party accused and Complained of on the other part And the parties aforesaid lawfully appearing before us in Judgment by their Proctors respectively and the Proctor for the said Henry Peach Heighly praying Sentence to be given and Justice to be done to his party and the Proctor of the said Anne Heighly also praying due Justice to be done to his party. And having first carefully and diligently looked into and Considered

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of the whole proceedings had and done before us in this Cause and having observed all and singular the Matters and things that by law in this behalf ought to be observed, We have & thought fit and do thus think fit to proceed to the giving our definitive Sentence or final Decree in this Cause in & Manner following (to wit) Forasmuch as by the acts & enacted, deduced, alledged, exhibited, propounded proved and Confessed in this Cause, We have found and it doth evidently appear unto us that the Proctor for the said Henry Peach & Heighly hath sufficiently and fully founded and proved his intention, deduced in a Certain Libel and other Pleadings and Exhibit given in, exhibited and proved on his behalf in this Cause and Now remaining in the Registry of this Court which said Libel other pleadings and Exhibit We take and will & have taken as if here Read and inserted for us to pronounce as hereinafter is pronounced and that nothing at least effectual in Law, hath on the part and behalf of the said Anne Heighly been excepted, deduced, alledged, exhibited, propounded, proved or Confessed in this Cause which may or ought in any wise defeat prejudice or weaken the intention of the said Henry Peach & Heighly. Therefore We having first called upon the Name of Christ and having God alone before our Eyes and having heard Counsel in this behalf on the part of the said Henry Peach Heighly do pronounce, Decree and Declare that the said Henry Peach Heighly and Anne Heighly being free from all Matrimonial & Contracts and Espousals saving to each other did at the time and place in this Cause libellate Contract true, pure and & lawful Marriage between each other and did Solemnize or Cause the same to be Solemnized on the Twenty third day of August in the year of our Lord One thousand Eight hundred and fourteen at Hyderabad a place within the Territories of His Highness the Nizam a Native Prince in Amity with the Honorable East India Company by J. Brackenbury a Priest in Holy Orders and then one of the Chaplains of the said Company at their presidency of Madras According to the Rites and Ceremonies of the Church of England and afterwards Consummated the same by Carnal Copulation and Mutual Cohabitation and that the said Henry Peach Heighly and Anne Heighly were and are lawful husband and wife, and for and as such were & commonly held Reputed and taken to be. And we do also pronounce Decree and Declare according to the lawful proofs made in this Cause as aforesaid that the said Anne Heighly after the Solemnization and Consummation of the said Marriage being altogether unmindful of her Conjugal Vow, not having the fear of God before her Eyes, but being instigated and seduced by the Devil, did in the Months and years Libellate Commit the Crime of adultery, and did Violate her Conjugal Duty. Therefore and by Reason of the premises We do pronounce Decree and Declare that the said Henry Peach Heighly ought by Law to be divorced and & separated from Bed Board and Mutual Cohabitation with the said Anne Heighly his Wife, until they shall be reconciled & said

said

each other. And we do by these presents divorce and Separate
them Accordingly (Bond being first given on the part of the
said Henry Peach Keighly according to the Tenor of the
Canon in that behalf made and provided, that he the said
Henry Peach Keighly shall live Chastly and shall not Contract
any other Marriage whilst the said Anne Keighly shall be living)
intimating nevertheless and by Such intimation expresly &
inhibiting According to the Ecclesiastical Laws and Canons
made in that behalf as well the said Henry Peach Keighly as
the said Anne Keighly, that neither of them in the life time
of Each other, shall in any wise attempt or presume to
Contract Another Marriage. And We do hereby accordingly
pronounce Decree and Declare the Same by this
our definitive Sentence or final Decree which we read
and promulge by these writings.

Ralph H Palmer

Robert B Comyn

G W Ricketts

This Sentence was read, promulged and given by
the within named Sir Ralph Palmer Knight Chief Justice and
Sir Robert Buckley Comyn Knight and Sir George William Ricketts
Knight Puisne Justices of the Supreme Court of Judicature at
Madras

Madras on Saturday the Thirty first day of March in the year of our
Lord One thousand Eight hundred and twenty Seven at the Court House
Beach Buildings at Madras aforesaid which I attest.

Jas
Registrar

Supreme Court.
Ecclesiastical side.

Henry Pinch Keighley Complainant
and
Anne Keighly his Wife.
Respondents.

Draft
Sentence on Decree.

In the Supreme Court of Judicature at Madras
Equity side
Second Term 1827

Present

The Honble Sir Ralph Palmer, Knight Chief Justice
The Honble Sir Robert Buckley Comyn, Knight
and
The Honble Sir George William Ricketts, Knight
His Majesty's Justices

Tuesday the Tenth day of April One thousand Eight hundred and twenty Seven and in the Eighth Year of the Reign of His Majesty King George the Fourth Between Henry Pinch Keighley Complainant
and
Robert Torrens, Hamilton Hall Thomas Hart Davis and Thomas Skipton Fanning Defendants

This Cause coming on the 31st day of March last and also on this day Before the Honble the Judges of this Court in the presence of Counsel learned on the behalf of the Complainant and the Defendants Robert Torrens, Hamilton Hall and Thomas Hart Davis and in presence of the Defendant Thomas Skipton Fanning pursuant to the Order of this Honble Court of the 26th day of March last to be heard for the further directions and Costs Reserved in and by the Decretal Order made in this Cause bearing date the 7th day of August 1826. Upon opening the Bill of Complaint Exhibited by the above named Complainant And the Separate Answers of the Defendants Robert Torrens and Thomas Skipton Fanning thereto And upon hearing Read the said Decretal Order of the said 7th day of August 1826 whereby it is directed that the Complainant and

Defendant

Robert Comyn

G. Ricketts

Defendant Robert Torens should proceed to Trial of the following Issues First Whether the Complainant Bundy Govendana Dos on or about the Month of March 1811 and when delivered any and what Jewels Ornaments or precious Stones and of what Value to the Testator Frances Torrens in the Pleadings named for Securing the Repayment of the Sum of One Thousand three hundred Pagodas with Interest. Secondly Whether the said Complainant on or about the Month of June 1815 and when delivered a Waist Ornament Called Komanpettah and of what Value to the said Testator for Securing the Repayment of the Sum of Eight hundred Pagodas with Interest And Thirdly what was the Value of the Ornaments or Jewels Called Bungahbunds in the Complainants Bill mentioned to have been pledged by or on behalf of the said Complainant to the Testator Frances Torrens. And it was further Ordered that the Complainant in this Cause Should be the Plaintiff at Law and that the said Defendant Robert Torens Should be the Defendant at Law in Such Issues respectively And that the said Parties and their Witnesses Should be Examined upon Oath at such Trial And that all Deeds, Bonds, Notes Agreements, Papers, Accounts, Cadjans and Writings in the Custody or power of either of the Parties Relating to the Matters in question in this Cause Should be produced at the Trial of the said Issues at the Request of the said parties respectively And it was further Ordered that the said Parties Should proceed to Trial of the said Issues in the ther next ensuing Term. And the Court did reserve the Consideration of Costs and all further directions until after the Trial of such Issues And upon hearing Read the Certificate of the Deputy Prothonotary that in pursuance of the said Order an Action in Feigned Issue wherein Bundy Govendana Dos was Plaintiff and Robert Torens was Defendant Came on to be Tried on the 19th 20th 21st 22nd 23rd and 24th days of February last and that on the said 24th day of the last Mentioned Month the Honorable the Judges by their Verdict said as as to the First Issue joined between the Parties aforesaid that the above named Bundy Govendana Dos did not on or about the Month of March 1811 or at any other time deliver to Frances Torrens the Testator in the said Plaintiffs Plaint named any Jewels Ornaments or Precious Stones of any Value whatsoever for Securing the Repayment of the Sum of One Thousand and three hundred Star Pagodas with Interest in Manner and form as the said Bundy Govendana Dos hath in his Plaint alledged And as to the Second Issue joined between the said Parties aforesaid that the said Bundy Govendana Dos did not on or about the Month of June 1815 or at any other time whatsoever deliver a Waist Ornament Called Komanpettah of any Value whatsoever to the said Frances Torens for Securing the Repayment of Eight hundred Pagodas with Interest in Manner and form as the said Bundy Govendana Dos hath in his said Plaint in that behalf alledged And as to the Third Issue joined between the Parties aforesaid that the Ornaments or Jewels Called Bungahbunds were of the Value of Two thousand and two hundred Star Pagodas and not of the Value of Five thousand Pagodas in Manner and form as the said Bundy Govendana Dos hath in his said Plaint in that behalf alledged. Whereupon and upon debate of the Matter and hearing what was alledged by the Counsel on either Side And upon due Consideration had thereon This Court doth think fit to Order and Decree And it is Accordingly Ordered and Decreed that so far as the said Bill seeks a Redemption of the Jewels alledged by the said Complainant to have been pledged to the said Testator Frances Torrens in or about the Month of March 1811 and the Month of June 1815 respectively the same be dismissed out of this Court as such pledges or either of them having been found to have taken place. And that with Respect to the Jewels called Bungahbunds in the said Bill mentioned to have been pledged by the said

Complainant

Complainant to the said Testator It appearing now to the Court that the Principal Money and Interest which is due to the said Testators Estate upon such pledge must upon any Calculation exceed the Sum which has been found to be the Value of such last mentioned Jewels The Court doth declare that under the special Circumstances of this Case and the Complainant suing in formâ Pauperis it is not Expedient to direct a Reference to the Master to take any Account of the Monies due in respect of such last mentioned pledge but that the Bill ought now to be dismissed as to that also And It doth Order and Decree the same accordingly

Paid Fee cash
Lott for Defts Torrens
Hall Mallett

By the Court.-
C.W. Clapp
D. Ridge

Supreme Court.
Equity Side

Romaly Sreedaran Dyal
and
Robert Forbes and others

Copy Decree

In the Supreme Court of Judicature at Madras

Equity Side

Third Term 1827.

Present

The Honble Sir Ralph Palmer, Knight, Chief Justice.

The Honble Sir Robert Buckley Comyn, Knight.

and

The Honble Sir George William Ricketts, Knight

His Majesty's Justices.

Wednesday the Twenty fifth day of July one thousand Eight hundred and twenty Seven and in the Eighth Year of the Reign of His Majesty King George the Fourth Between Herbert Compton Esquire Advocate General of the United Company of Merchants of England trading to the East Indies under their Presidency of Fort Saint George — Informant

and

The Reverend Frederick Spring Clerk Executor of John L Oakes deceased. Defendant

R C Palmer
Robert Comyn
G W Ricketts

This Cause coming on this day to be heard Before the Justices of this Honorable Court in the presence of Counsel learned on both Sides Upon opening of the Information filed by the Advocate General and the Answer of the Defendant Frederick Spring thereto and upon hearing read the Last Will and Testament of John L Oakes the Testator in the Pleadings of this Cause

Names

Named - Now upon debate of the matter and hearing what was alledged by the Advocates on both Sides And on mature Consideration had thereon - This Court doth Decree that the Charitable bequest of the said Testator John L Oates be Established and Carried into Effect and that the Trusts thereof as contained in the Last Will and Testament of the said Testator be performed - And this Court doth Order that the Government Promissory Note or Security for Money in which the Sum of Twenty Thousand Sicca Rupees bequeathed by the said Testator for Charitable purposes as aforesaid is at present invested be sold and disposed of by the Accountant General or Sub Treasurer of Fort Saint George with his privity and after deducting the Costs as hereafter mentioned the Proceeds of such Sale be invested in a Government Promissory Note or Security of the said United Company in the like five per Cent Loan and that such New Security be deposited in the Treasury of Fort Saint George with the privity of the Accountant General to be placed to the Credit of this Cause - And this Court doth Order and Direct that the Military Chaplain in the Service of the said United Company at Tellicherry for the time being be at Liberty to Administer and perform the said Charitable bequest of the said Testator according to the Directions of the said Will - And this Court doth direct that the Sub Treasurer with the privity of the Accountant General do from time to time and as the same shall become payable pay and apply the Interest Monies which shall accrue and become due on the said Government Promissory Note or Security Money to be deposited to the Credit of this Cause

as aforesaid to the Order of such Military Chaplain at Tellicherry as aforesaid and that the same be applied by him for the purposes of the said Charity And this Court doth further order that in Case the Military Chaplain for the time being at Tellicherry shall decline or refuse to Administer and perform the said Charity then it is to be referred to the Master of this Court to approve of and appoint some fit and proper person or persons to Administer and perform the said Charity and upon the production of the Certificate of the Master of such appointment and of the Order of this Court confirming the same the Sub Treasurer or with the like privity of the Accountant General is from time to time to pay the Interest to become due on the said Security to be placed to the Credit of this Cause as aforesaid to the person or persons who shall be appointed by the Master as aforesaid to be by him or them applied for the purposes aforesaid - And this Court doth Order that the Costs of the Advocate General and of the Defendant in this Suit as between Solicitor and Client be taxed by the Master and paid from and out of the Money arising from the Sale of the said Government Security or Promissory Note for Twenty thousand Sicca Rupees And that the Accountant General be at Liberty to pay the same upon the production of the Bills of Costs and Master's Certificate of the Taxed Amounts thereof respectively without further Order and all parties are to be at Liberty to make such Applications to this Court in this Cause as may be necessary -

By the Court -

C. W. Clay

D. Regr.

In the Supreme Court of Judicature at Madras
Equity Side
First Term 1827
Present
The Honble Sir Ralph Palmer Knight, Chief Justice
The Honble Sir Robert Buckley Comyn Knight
The Honble Sir George William Rocketts Knight
The Honble Sir

His Majesty's Justices

Monday the Thirtieth day of July One
Thousand Eight Hundred and twenty seven
And in the Eighth Year of the Reign of
His Majesty King George the Fourth
Between Donnocoody Ummull Lehmanjee
Ummull and Coondoody Ummull
Widow and sole Heirs and next of Kin
to Wedoo and sole Heirs and next of Kin
of Canardo Venkatramiah Deceased
Complainants
And
And Samuel Mooneat and Edward
Samuel Mooneat Executor and Executor
of Samuel Mooneat the elder deceased
Defendants

This Cause Coming on to be heard before the Honble Sir Ralph Palmer Knight
and Thirtieth days of July instant in the presence of Counsel upon
Reading and hearing the Bill of Complaint filed in this Cause and the Answer
thereto of the Defendants and upon hearing Counsel for the Complainants
Herbert Compton Esquire Advocate General and Counsel for the Defendants
and pursuant to the Decree in this Cause of the Seventh
day of May One thousand Eight hundred and twenty seven
It is Ordered and Decreed that the Complainants do
pay unto the Defendants the Costs of this Suit to be taxed

Herbert Compton
G. M. Macintosh

Now

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Supreme Court
Equity Side.

Herbert Compton Esquire
Advocate General &c.
vers

The Reverend Frederick
Spring.

Draft Decree.

in like manner to redeem the Mortgaged Charity Choultry
Situated at Streeperambadore in the Pleadings of this Cause also
Mentioned. And it is further Ordered and Decreed that upon
payment of the respective Sums hereby directed to be paid
with Costs as aforesaid the said Defendants do Re assign the said
Mortgaged Premises at Madras and Streeperambadoor or such of
them as shall be so Redeemed respectively free and Clear of and
from all incumbrances done by them or any person claiming by
from or under them and deliver up to the said Complainants
or to such person as they shall appoint the possession of
such Mortgaged premises respectively together with all
Deeds and Writings in their Custody or power relating thereto
but in default of the Complainants paying unto the Defendants
such Principal Interest and Costs as aforesaid on Account of the
Mortgaged Premises at Madras within Six Months from the
Date of this Decree the Complainants Bill is from thence forth
to stand dismissed out of this Court as to such last mentioned
Premises And in default of the Complainants paying to the
Defendants the Principal and Interest as aforesaid on Account
of the Mortgaged Charity Choultry at Streeperamadoor within
the like period of Six Months from the date of this Decree
the Complainants Bill as to such last mentioned Mortgaged
Premises is also from thence forth to stand dismissed out of
this Court.

By the Court
A. H. Cl. asst
D. R. Cl. Sr.

In the Supreme Court of Judicature at Madras
Third Term 1827
Equity Side
Present
The Honble Sir Ralph Palmer, Knight Chief Justice
The Honble Sir Robert Barlow Compn Knight
The Honble Sir George William Nicholls, Knight
Tuesday the Third day of August 1830
Third Eighth Hundred and twenty
Eight
His Majesty's Justices

Upon reading the Petition of Anna Cooly Unnwall and Anna Samuel Moorat and Edward Samuel Moorat the Complainants in this Cause dated the Eighth day of June in the Year of the Reign of His Majesty King George the Fourth and in the Year of our Lord One Thousand Eight Hundred and Twenty Seven and filed in the Court on the Eighth day of the same month and upon hearing the Counsel learned on both sides and upon reading the Answer of Pattacully Cassim Mooradally and Pattacully Cassim Pattumaray Mooradally the Defendants to the said Petition dated the Twenty Eighth day of February One Thousand Eight Hundred and Twenty Eight and filed in the Court on the Twenty Ninth day of the same month and upon reading the Replication of the Complainants to the said Answer dated the Twenty Ninth day of March One Thousand Eight Hundred and Twenty Eight and filed in the Court on the Thirty first day of the same month and upon reading the Rejoinder of the Defendants to the said Replication dated the Twenty Ninth day of April One Thousand Eight Hundred and Twenty Eight and filed in the Court on the Thirtieth day of the same month and upon reading the Affidavit of Pattacully Cassim Mooradally sworn to before Mr. Thomas Dickinson Commissioner for taking Affidavits in the Supreme Court of Judicature at Madras on the Twenty Ninth day of March One Thousand Eight Hundred and Twenty Eight and filed in the Court on the Thirtieth day of the same month and upon reading the Affidavit of Pattacully Cassim Pattumaray Mooradally sworn to before Mr. Thomas Dickinson Commissioner for taking Affidavits in the Supreme Court of Judicature at Madras on the Twenty Ninth day of March

opening the Bill of Complaint Exhibited by the above Named Complainant and the Joint and Several Answer of the said Defendants Tottecally Davasakar. =money Moodelly and Tottecally Balla Soobarey Moodelly thereto - And upon hearing Read the said Order of the said 27th day of March 1827 whereby it was directed that the said Complainants Bill in this Cause should be Entered to be taken pro-Confesso as against the said Defendants Tottecally Soobaroj Moodelly and Tottecally Vadamall for want of their Answers - And the Last Will and Testament of Tottecally Casava Moodelly deceased the Testator in the Complainants Bill Named And also the Probate of the said Last Will and Testament of the said Tottecally Casava Moodelly deceased granted by this Hon'ble Court in favor of Tottecally Vadachellum Moodelly as one of the Executors therein Named - And upon hearing Read the Deposition of Pothavoodeechenna Chocalingum Moodelly to the first, Second, third, Seventh, Eighth and last Interrogatories on behalf of the Complainant as Evidence for the said Complainant The Deposition of Pennopeckum Sonachellum Moodelliar to the first Second third Sixth and last Interrogatories on behalf of the Complainant as Evidence for the said Complainant The Deposition of Valopah Soobaroy Moodelly to the first, third, Sixth, Seventh Eighth, Ninth and last

Interrogatories

Interrogatories on behalf of the Complainant as Evidence for the said Complainant, The Deposition of Woodiarpallam Vydelingum Chitty to the first Second third fourth Sixth Seventh Eighth and Ninth Interrogatories on behalf of the Complainant as Evidence for the said Complainant - And also the said Complainants Bill And upon debate of the Matter and hearing what was alledged by the Counsel for the Complainant and the Defendants Tottecally Davasakamoney and Tottecally Balla Soobaroy Moodelly And on Mature Consideration had thereon - This Court doth thinks fit to Order and Decree and it is Accordingly Ordered and Decreed that the said Complainants Bill be taken pro Confesso as against the said Defendants Tottecally Soobaroy Moodelly and Tottecally Vadamall Respectively And that it be Referred to the Master of this Court to take an Account of all and Singular the property Estate and Effects of the said Testator Tottecally Casava Moodelly at the time of his death And what part or parts of the same were or was possessed or Received by Tottecally Vadachellum Moodelly in the Pleadings of this Cause Named in his life time as one of the Executors of the said Testator or by any other person or persons by his Order or for his use and also what part or parts of such Estate were or was after the death of the said Vadachellum possessed or Received by Rethnasawmy the Father of the Complainant in his life time or by any person or persons for his use and what also since the same period have or hath been possessed or Received by the said

Defendants

Defendants Tothically & Soobaroy Moodelly and Tothically Vadamall or either of them or by any other person or persons by them or either of them Order or for them or either of them use And how and in what manner the said Vadachellum Soobaroy and Kistnasawmy and Vadamall or any such person or persons as aforesaid have or hath respectively applied or disposed of the same Estate And whether there are any and what part or parts of such Estate outstanding at the date of his Report And if any Set him State the Amount and particulars thereof and why and for what Reason the same have not been gotten in. And Set the said Master take an Account of the said Testators Debts and Funeral Expences And of the Several Charity and other Legacies bequeathed by the said Will and Set him enquire and Report whether any and which of such Debts and Legacies respectively Still Remain unsatisfied and unprovided for and if any why and for what Reason. And for the purpose aforesaid the said Master is to Cause the usual Advertisements with translations thereof into the Native Languages to be published in the Government Gazette and such other public News papers as he shall think proper for the Creditors and Legatees of the said Testator to come in before him and prove their respective demands within a time to be fixed by him for that purpose And such of the said Creditors and Legatees as shall not come in and

Make

make out their respective demands before the Master within that period are to be excluded the benefit of this Decree. And Set the Estate and Effects of the said Testator be applied in payment of his in a due Course of Administration and after payment thereof Debts Funeral Expences and Legacies respectively Set the Master ascertain what if any was the clear residue of the said Testators Estate at the time of his death And if any Set him State the particular Amount of the Plaintiff and the Defendants Shares and proportions of and in the same respectively And what is now due to the said parties respectively on Account thereof And in Case he shall find any Sums to be due and forthcoming in respect of the shares and proportions of the said Infant Complainant and Infant Defendants respectively of and in the said Testators Estate then Set him enquire and Report what would be a fit and proper Sum to be allowed for the Maintenance support and Education of the Infant Complainant and Infant Defendants Davasakamoney and Balla Soobaroy respectively for the time to come and to whom and out of what funds such allowance ought to be paid And in taking the Accounts aforesaid the Master is to make unto all parties all just allowances. And it is further Ordered and Decreed that the Receiver who was appointed in this Cause under the Order of the Honble Court dated the 9th day of December 1825 do Continue to Collect get in and Receive all the outstanding Debts Estate and Effects and property of every Kind whatsoever belonging to the undivided family of the said Testator and pay the same

from

from time to time into the Treasury in the Name of the Accountant General in Trust in this Cause subject to the further Order of this Court And that the Defendants Sasbarry and Vadumall do not in any manner interfere or intermeddle with any part of the property or Effects belonging to the Estate of the said Testator or dispose of the same or any part thereof And for the better taking of the said several Accounts and discovery of the Matters aforesaid the said Complainant and Defendants are to produce before the said Master upon Oath all Books Papers Writings Accounts Deeds Bonds Codjans and Documents in their Custody or power relating to the Matters in question in this Cause And the said Master is to be at liberty to Examine the Defendants in this Cause except the Infants Complainants and Defendants Davasankamoney and Balla Sasbarroy upon Oath or Interrogatories as the said Master shall direct And he is to be at liberty to proceed de die in diem if he thinks proper And this Court doth reserve the Consideration of all further directions and of the Costs of this Suit until after the said Master shall have made his Report And any of the parties are to be at liberty to apply to this Court as there shall be occasion.

By the Court
C.W. Clay
D Registr

Solt. Vacant
for the Infant Defts.

Supreme Court
Equity Side

To the Clerk of the Crown and
To the Sheriff of Madras
To the Deputy Sheriff
and others.

Draft Decree

In the Supreme Court of Judicature at Madras
Equity Side
Third Term 1827

Present

The Honble Sir Ralph Palmer, Knight, Chief Justice
The Honble Sir Robert Buckley Comyn, Knight,
The Honble Sir George William Rickets, Knight
His Majestys Justices

Saturday the Fourth day of August One thousand Eight hundred and twenty Seven And in the Eighth Year of the Reign of His Majesty King George the Fourth Between John De Rutte and Frances Heber his Wife and Ann Burkes, William Thomas Burkes, Henry Burkes Thomas Donald Burkes and Jane Anne Burkes and Complainants

William Charles Lovelefs and others Defendants

against

By Reviver — Mary Ann Lafell — Defendant

By Another Reviver — against

Robert Lynn Perera and Eliza Perera his Wife — — — — Defendants

This Cause coming on this day to be heard for further directions upon the Masters Report pursuant to the Decretal Orders of this Court bearing date the 15th day of February 1823 and 29th day of December 1823 Now upon opening and debate of the Matter and hearing what was alledged by the Advocates on either Side. And upon hearing read the said Decretal Orders and the said Report of the Master of the

Ralph Palmer
Robert Comyn
G Rickets

this Court dated the 20th day of October 1826 And also the Affidavit of the Complainant John De Rilla made in this Cause on the 16th day of March 1827 And the Certificate of the Accountant General of this Court Certifying that According to the books of the Supreme Court the funds Standing to the Credit of this Cause are as follows Viz.

In a Promissory Note of the five per Cent unremittable Loan bearing Interest from 31st March 1827 -	Mad. a/c	
No 55 of 3030 dated 31st March 1823 for Sa Rs 4,500 - or		4699-12-2
In a Ditto of the New five per Cent Loan of 18 August 1825 bearing Interest from 5th May 1827		
No 5,165 dated 5th May 1826 for Sa Rs 35,000 - or		37375-0-0
		41974-1-2
In Cash not bearing Interest -		87-12-5
Madras Rupees -		42061-13-7

This Court doth Order and Decree that the said Masters Report bearing date the 20th day of October 1826 be absolutely Confirmed - And the Defendant William Charles Loveless having Agreed to waive and give up the Commission allowed to him by the said Master This Court by and with the Consent of the Complainants and of the Defendant Ann Burkes doth Direct that the Costs of the said Defendant William Charles Loveless in this Cause be taxed by the Master as between Solicitor and Client And that after deducting therefrom the Balance or Sum of Two thousand Six hundred and Seventy Eight Rupees now remaining in the hands of the said Defendant William Charles Loveless the

balance of Such taxed Costs be paid to the said Defendant or to his Solicitor from and out of the funds in the Treasury standing to the Credit of this Cause - And this Court doth further Order that the Costs of the Defendants John Lapell and Mary Ann Lapell as between party and party be taxed by the Master and paid to her or her Solicitor from and out of the said Funds standing to the Credit of this Cause - And it is further Ordered that the Costs of the Complainants and the Defendants Ann Burkes and Dorothy Emma Burkes and of the Defendants Robert Lynn Pereira and Eliza Pereira his Wife be also taxed as between Solicitor and Client And that the Master do Certify the Share and proportion of Such Costs with which the Complainant Arthur Burkes ought to be Chargeable and that after deducting such share and proportion the Residue of the said Costs so taxed be paid from and out of the said Funds so standing to the Credit of this Cause - And for the purpose of making Such payments the Sub Treasurer of Fort Saint George with the privity of the Accountant General of this Court is to be at liberty to Sell and dispose of so much and Such part of the said Fund as is invested in Government or other Securities and after deducting Such payments the Residue of the Fund if any is to be divided Amongst the parties entitled thereto in the proportions specified in the said Report and the Master is to Certify and apportion the Same with liberty for the said parties to apply for payment of their respective Shares And the Master is to divide and apportion the Share of the Complainant Thomas Donald Burkes deceased of and in the said Fund Amongst the parties entitled to

C.R. Cl. & Reg.

the

the Same And the Share of the Complainant Arthur Burkes therein is to be appropriated and liable for the payment of his Share in the said Costs to be Certified by the Master And it is lastly Ordered that upon the production of this Decree And the Masters Certificate of the taxed Amounts of the Costs hereby directed to be paid the Sub Treasurer of Fort Saint George with the privity of the Accountant General of this Court do from and out of the funds in the Treasury standing to the Credit of this Cause pay and satisfy the said Several and Respective Bills of Costs without further Order

By the Court

C.W. Clay

D. Reg.r

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Supreme Court
Equity Side

John De Melho and Sandy
Kelen his Wife and Others
Complainants
William Charles Loveless
and others -
Defendants

Draft Decree

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In the Supreme Court of Judicature at Madras

Equity Side — Fourth Term 1827

Present

The Honble Sir Ralph Palmer, Knight Chief Justice
The Honble Sir Robert Buckley Comyn, Knight,
and
The Honble Sir George William Ricketts, Knight
His Majestys Justices

Friday the Twenty first day of September One thousand Eight hundred and twenty Seven And in the Eighth Year of the Reign of His Majesty King George the Fourth Between Casheshava Vydee Chitty

Complainant

and

Casheshava Subanpulley Chitty and Davanee Unmall Widow and personal Representative of Subbhmana Chitty deceased - Defendant

This Cause Coming on to be heard for further directions upon the Masters Report pursuant to the Decretal Order of this Court bearing date the 22d day of July 1825 Now upon opening and debate of the Matter and hearing what was alledged by the Advocates on either Side And by and with the Consent of Mr Savage Advocate for Polul Calathy Chitty the Adopted Son then and personal Representative of Polul Moodoo Krishnamah Chitty deceased

Ralph Palmer
Robert Comyn
G W Ricketts

deceased and Polul Ramar Chitty the sons and personal Representative of Polul Rungapah Chitty deceased Creditors of Casheksra Chinny Chitty in the Pleadings of this Cause Named And by and with the Consent of Mr. Spench Advocate for Streeperumadoor Saober Chitty a Creditor of Casheksra Sutchmana Chitty deceased also in the Pleadings of this Cause Named who have respectively Come in and proved their respective Debts before the Master under the Decree made in this Cause And by Consent of Mr. Savage Advocate for the Complainant and of Mr. Budgman Advocate for the Defendants Herein. And upon hearing Read the said Decretal Order of the 22d July 1825 And the said Report of the said Master of this Court dated the 13th day of August 1827. This Court doth Order and Decree that the said Masters Report bearing date the 13th day of August 1827 be absolutely Confirmed And that the Houses and Landed Property which belonged to the Estate of Casheksra Chinny Chitty the Intestate in the Pleadings of this Cause named and specified in the said Masters Report consisting of Five Houses in Singah Chitty Street an Absent Debt in the Black Town of Madras also one Ground in the said Singah Chitty Street Another House situated in Bardaroy Street in the Black Town of Madras and Two or twelve Pieces of Grounds Situated out side the Bounds Edge and also three pieces of Grounds situated in Bly the Street in the

the Black Town of Madras be forthwith Sold by and under the directions of the said Master And that the proceeds arising from such Sale after deducting therefrom the Taxed Costs of the Complainant and Defendants incurred in this Cause as well as of the said Creditors who have proved their Debts before the Master be paid over to John Savage Esqure the Receiver appointed in this Cause under the Decree of the said 22d day of July 1825. And that the said Receiver do thereout and also out of the produce or proceeds of the Bonds and other Securities and Accounts And Documents of Title hereinafter mentioned pay the said Creditors who have Come in and proved their Debts before the said Master as aforesaid in due Course of their respective Claims And that the Residue (if any) of the property in the hands of the said Receiver be first applied by the said Receiver in or towards the payment of Two Thousand and three hundred Pagodas to the Defendant Davanee Ummall And that the Remainder of such Residue be divided between the Complainant and the Defendant Salampully in Equal shares or proportions And that the parties to the Suit do all Necessary Acts to Complete the partition hereby directed and Decreed And that the Complainant and Defendants and all other proper parties do join in such Sale and in such Conveyances and assurances to a Purchaser or Purchasers as shall be by such Purchaser or Purchasers Required. And as shall be

approved

approved by the said Master And that all Deeds Bills of Sale Assignments Documents of Title and other Instruments in Writing which are in the possession or power of the Complainant and Defendants respectively or any of them relating to the said Premises be delivered over to the Purchaser or Purchasers thereof after payment by him or them of his or their purchase Monies And after the Report of his or their having become purchaser or purchasers shall have been duly confirmed and that after payment of his or their purchase Monies according to the directions of this Decree such purchaser or purchasers be not liable to see to or be Accountable for the application Mis-application or Non application of such purchase Monies And it is also Ordered that the Bonds or other Securities and Codjans and Documents of Title reported by the said Master to be now deposited in his office (save and except such Documents of Title as may pertain to the said Premises herein directed to be sold by the said Master) be delivered over by the said Master to the said John Savage the Receiver aforesaid to Enable him the said Receiver to Recover what may be due thereon. And that the said Receiver do apply the produce or proceeds thereof according to the directions hereinbefore mentioned And the said John Savage and the said Creditors and all parties are to be at Liberty to apply as there shall be occasion —

By the Court

C.H. Clay

D. Reg.

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Supreme Court
Equity Side

Cause Rose Hyde Plff
&c
Caste Rose Satyanatha
Chetty and 9 Defendants

Copy Decree

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In the Supreme Court of Judicature at Madras
Equity Side Fourth Term 1827

Present

The Honble Sir Ralph Palmer, Knight, Chief Justice
The Honble Sir Robert Buckley Comyn, Knight
and
The Honble Sir George William Ricketts Knight
His Majestys Justices

Tuesday the Twenty fifth day of September
One thousand Eight hundred and Twenty seven
And in the Eighth Year of the Reign of His
Majesty King George the Fourth Between
Charles Hawkey Joseph Peter Paterson Muscott
Hawkey Henry Charles Moorhead Hawkey and
Amy Arabella Hawkey Infants by their next
friend Frances Prestake - Complainants

and

Thomas Stewart the Surviving Executor of Lieut
General John Peter deceased and John Pratt
one of the Executors of John Douglas White
deceased who was one of the Executors of the said
Lieut General John Peter - Defendants

This Cause Coming on to be heard for further directions
upon the Masters Report pursuant to the Decretal Order of
this Court bearing date the 3rd day of August 1826 - Upon
opening and debate of the Matter and hearing what was
alledged by the Advocates on either Side And upon hearing
Read the said Decretal Order of the 1st day of August 182
And the said Report of the Master of this Court dated the

Robert Comyn
G Ricketts

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19th day of September instant And also an Order of this Court of the said 19th day of September instant whereby the said Report became absolutely Confirmed by Consent of the Counsel for the Complainants. This Court doth declare that the Infant Complainants Charles Hawkey Joseph Peter Paterson Inscott Hawkey Henry Charles Moorhead Hawkey and Amy Arabella Hawkey are entitled to the Residue of the Estate of the said late Lieutenant General John Pater Share and Share alike Subject nevertheless to the Provisions and Declarations contained in the said Will and Codicil of the said Testator touching the same. And the said Defendant Thomas Stewart being desirous of being discharged from the Trusts of the said Will and Codicil in the Pleadings named and having duly Accounted before the Master of this Court in respect of the said Trusts. This Court doth think fit to Order and Decree and accordingly it doth Order and Decree that the said Thomas Stewart do assign transfer and release all the Estate of the said late Lieutenant General John Pater of what Nature or Kind soever together with all his Estate Right Title Interest and Claim therein and thereto and deliver over all Deeds Muniments Writings and Evidences whatsoever in his or his Power Custody or Power which in any wise relate to the same premises to Peter Cator Esquire the Executor of this Court upon the Trusts of the said Will and Codicil the said Peter Cator being present in Court and Consenting to accept the same upon the said Trusts. And this Court doth further Order that upon the Execution by the said Thomas Stewart and also by the said Peter Cator of such Transfer and Assignment the said Thomas Stewart be released and discharged from the said Premises

& to be assigned as aforesaid And from the Trusts thereof. And this Court doth further Order that the said Peter Cator be appointed Guardian of the Persons and Fortunes respectively of the Infant Complainants Charles Hawkey Joseph Peter Paterson Inscott Hawkey Henry Charles Moorhead Hawkey and Amy Arabella Hawkey And this Court doth further Order that the said Peter Cator do out of the Rents issues Interest Produce and Profits of the said Estate as to be assigned as aforesaid as such Guardian as aforesaid Receive and pay the monthly Sums for and towards the Maintenance and Education of the said Complainants in the proportions specified in the Masters Report that is to say the Sum of Fifteen Pagodas per Mensem on Account of Amy Arabella Hawkey the Sum of Fifteen Pagodas per Mensem on Account of Charles Hawkey the Sum of Twelve Pagodas per Mensem on Account of Joseph Peter Paterson Inscott Hawkey and the Sum of Twelve Pagodas per Mensem on Account of Henry Charles Moorhead Hawkey and until this Court shall make further Order on the premises And the Defendants having Consented to relinquish all Claim to the Sum of Madras Rupees Four thousand two hundred and forty two and four Annas reported to be due to them upon having their Costs of this Suit taxed and paid to them as between Solicitor and Client This Court doth further Order that the Costs of all Parties be taxed as between Solicitor and Client and the Defendants and Solicitors on both Sides Consenting thereto that such Costs when so taxed be paid in Manner following that is to say that the said Peter Cator do after payment of the said Sums

as

as aforesaid for the Maintenance and Education of the said Complainants and after payment of all Necessary Charges and outgoings in respect of the said Estate so to be assigned to him as aforesaid and of the Execution of the Trusts thereof pay the Residue of the Rents issues interest profits and produce of the said Estate so to be assigned as aforesaid between and among the respective Solicitors of the Parties in the Cause Rateably and in proportion to the respective Amounts of their Costs so to be taxed as aforesaid so long as and until the said Costs are fully paid and discharged And in Case the said Peter Cator shall at any time hereafter be desirous of Relinquishing the Trusts of the said Will and Codicil and being discharged therefrom This Court doth hereby further Order that he be at liberty to apply to this Court by Petition in this Cause as he shall be advised And the said Peter Cator and all Parties are to be at liberty to apply to the Court as there shall be occasion

By the Court

Mattocks
Registar

Supreme Court
Equity Side

Chas. Ed. Hawkey and
attorys -

Thomas Stewart and Bartle

Deputy Prothonotary

In the Supreme Court of Judicature at Madras

Equity Sides

Trinity Term 1825.

Present

The Honorable Sir Ralph Palmer, Knight, Chief Justice
The Honorable Sir Robert Buckley Comyn, Knight
and
The Honorable Sir George William Ricketts, Knight
His Majesty's Justices. -

Wednesday the Twenty Sixth day of September One thousand eight hundred and twenty Seven and in the Eighth year of the Reign of His Majesty King George the Fourth Between Flora Gardner Hall the Executrix of the Last Will and Testament of Major General Hamilton Hall deceased. - - - Complainant

and

Peter Cachart - Defendant

This Cause coming on this day to be heard upon Bill and Answer - Upon opening the Bill of Complaint Exhibited by the above named Complainant - And upon hearing read a Subpoena to hear Judgment directed to the Defendant and the Affidavit of Peter D'Rozario personal Service of a true Copy of the said Subpoena on the said Defendant on the 22 day of September instant - And of Service of another true Copy of the said Subpoena on Mr Leonard Cooper the Solicitor for the said Defendant on the same day - Now upon hearing read the said Bill of Complaint And the Answer of the said Defendant thereto - And also a Bond and Mortgage

Robert Comyn

F. Ricketts

Mortgage Instrument respectively bearing date the 25th day of May 1824 and Executed by the Defendant to Major General Hamilton Hall the Testator in the Pleadings of this Cause named for the Principal Sum of thirty thousand Dollars Specie - And no one appearing for or on behalf of the said Defendant - This Court doth think fit to Order and Decree and it is accordingly Ordered and Decreed that it be referred to the Master of this Court to take an Account of the Principal and Interest Money due and owing to the Complainant as the Executrix of the said Testator upon foot of the said Bond of the Defendant And that the said Master do also tax the Complainant her Costs of this Suit - And that the said Defendant do pay unto the Complainant in discharge of the said Bond and Mortgage Instrument and of this Suit such Sum of Money as by the Masters Report to be made in this reference shall appear to be due to the said Complainant for Principal Interest and Costs - And this Court doth in default of the said Defendant coming in before the said Master and discharging the Amount which shall so aforesaid be found to be due within the Space of one Month after Service on the said Defendant of Copies of this Decree and of the Masters Report to be made thereon and also of the Registrars Certificate of such Report having been confirmed (such Service on the said Defendant to be on him either personally or by leaving such Copies at his dwelling House or usual place of abode) further Order that the said Master do forthwith proceed to a Sale either together or in parcels of the Premises which are comprised in and subject to the said Mortgage in the Bill mentioned or a Competent part thereof such Sale to be made with due privity

and

and under his direction and that the said Defendant and all other proper parties do join in such Sale and in all such needful Conveyances and Assurances to the Purchaser or Purchasers as shall be by such Purchaser or Purchasers required and as shall be approved of by the said Master - And that out of the Monies to arise from the Sale of the said Mortgaged Premises all Expences incurred in or in consequence of the said Sale be discharged and that the residue or so much thereof as shall be sufficient to Satisfy what shall be found due to the Complainant for Principal and Interest and her Costs of Suit be paid in partial or as the case may be in full Satisfaction of the same to the Complainant or her Solicitor and if after so Satisfying the said Complainant there shall be any Surplus of all Monies arising from such Sale as aforesaid this Court doth Order that the same be paid into the Treasury of the Hon^ble Company with the privity of the Accountant General of this Court there to remain subject to the future Order of this Court - And that all Title Deeds, Bills of Sale, Certificates Documents Assignments and other instruments in Writing which are in the possession or power of the Complainant relating to the said Mortgaged Premises be delivered over to the Purchaser or Purchasers thereof after payment by him or them of his or their purchase Monies And after the Report of his or their having become Purchaser or Purchasers thereof shall have been duly confirmed and that after payment of his or their purchase Monies according to the direction of this Decree such Purchaser or Purchasers be not liable to see to or be accountable for the application Misapplication or non application of such purchase Monies - And this Decree is to be

binding

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binding on the Defendant unless he upon being Served — with a Subpoena to shew cause against the same shall at the return thereof shew unto this Court good cause to the ~~Contrary~~ but before the said Defendant is to be admitted to shew such Cause he is to pay unto the Plaintiff her Costs of ~~this~~ days default in appearance to be taxed by the Master with liberty to shew such cause on the 22d day of ~~October~~ or on the first day ~~after~~ the said 22d day of October on which the Court shall sit. —

By the Court

A. H. Clay

D. Clay

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Supreme Court

~~Equity Side~~

Flora Gantier Hall
~~Executrix~~ of Alexander
General Hamilton
Hall deceased

~~Vs~~

Peter Cachart

Draft Decree

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Copy Decree

Copy Bond

Copy Power

Copy Plea & Comp.

B

In the Supreme Court of Judicature at Madras

Civil Side

Second Term 1828

Present

The Hon'ble Sir Ralph Palmer, Knight, Chief Justice

The Hon'ble Sir Robert Barkley Comyn, Knight

and

The Hon'ble Sir George William Ricketts Knight

His Majesty's Justices

Monday the Twenty Eighth day of March One thousand Eight hundred and Twenty Eight and in the Tenth Year of the Reign of His Majesty King George the Fourth - Between Mary Robertson the Wife of George Robertson and Georgiana Robertson Spinster their Daughter an Infant by Sebastian Dias Fernandez their next friend - Complainants

By Original Bill -

and

Hoormajee Eduljee Pundays and George Robertson -

Defendants

And by Bill of Revivor - Mary Robertson the Wife of George Robertson and Georgiana Robertson Spinster their Daughter an Infant by Philip Saguet their next friend - Complainants

and

Dinsaw Simjee Punday the Administrator of the Said Hoormajee Edulgee Punday deceased -

Defendants

This Cause Coming on the 24th and 25th days of March instant and also on this present day to be heard and debated Before the Hon'ble the Judges of the Supreme Court of Madras in the presence of Counsel learned on both sides - Upon opening the Bill of Complaint

Compt Complaint filed by the above named Complainants - the several Answers
Ans of the Defendants Hoormajee Edulgee Pundey and George Robertson thereto and the Bill of
Rejoinder filed by the Complainants against the Defendant Pundey Hoormajee Pundey - And the Answer of
Ans the Defendant George Robertson - And upon hearing read
particular Passages in the Answers of the said Defendants
Hoormajee Edulgee Pundey and George Robertson as Evidence
for the Complainants. The Deposition of Dossabhai Bamjee
to the Fifth Interrogatory on behalf of the Complainants as
Evidence for the said Complainants. The Deposition of
Humphrey William Sewcock to the Second and Fifth
Interrogatories on behalf of the Complainants as Evidence for
the said Complainants And on Receipt from the Defendant
Hoormajee Edulgee Pundey to the Complainant Alan Robertson
dated 21st January 1821 for Certain Jewels Marked as Exhibit
B. The Deposition of Sachim Manuel Pereyra to the First
and Fourth Interrogatories on behalf of the Complainants as
Evidence for the said Complainants. The Deposition of
John Cabon to the First Second and Fourth Interrogatories
on behalf of the Complainants as Evidence for the said
Complainants. The Deposition of the Reverend Father
Anthony Francisco dos Arcanjodos to the Third Interroga-
tory on behalf of the Complainants as Evidence for the said
Complainants. The Deposition of the Reverend Father Felix
De Romano to the Second Interrogatory on behalf of the
Complainants as Evidence for the said Complainants. The
Deposition of Frances Dimtual to the First and Second
Interrogatories on behalf of the Complainants as Evidence
for the said Complainants. And also Certain Articles of
Agreement

Agreement Executed by the Defendant George Robertson with an
Endorsement thereon respectively dated the 23d day of February 1811
marked as Exhibit A: The Deposition of John Edward Cabon to
the First and Second Interrogatories on behalf of the Complainants
as Evidence for the Defendant Hoormajee Edulgee Pundey - The Cross
Deposition of Humphrey William Sewcock to the First Second and
third Interrogatories on behalf of the Defendant Hoormajee Edulgee
Pundey as Evidence for the said Defendant - The Deposition of
William Strange to the Twenty first Interrogatory on behalf of the
Defendant Hoormajee Edulgee Pundey as Evidence for the said
Defendant - The Deposition of Robert William Bruce to the First
and Fourth Interrogatories on behalf of the Defendant Hoormajee
Edulgee Pundey as Evidence for the said Defendant - The
Deposition of Dorcas Row to the First Eleventh Seventeenth
and last Interrogatories on behalf of the Defendant Hoormajee
Edulgee Pundey as Evidence for the said Defendant - The Deposition
of Godhet Vansomeren to the First Eighteenth and last
Interrogatories on behalf of the Defendant Hoormajee Edulgee
Pundey as Evidence for the Defendant - And also a Letter to the
address of the Defendant Hoormajee Edulgee Pundey dated
Mount 15th July 1825 Marked as Exhibit B2 - The Deposition
of Senor Manoelus Lefevre to the Fifteenth Interrogatory on
behalf of the Defendant Hoormajee Edulgee Pundey as Evidence
for the said Defendant - The Deposition of Peter Cockant to
the Fourteenth Interrogatory on behalf of the Defendant
Hoormajee Edulgee Pundey as Evidence for the said Defendant
And an Estimate of Jewels Signed by the said Peter Cockant
dated the 23d day of January 1821 Marked as Exhibit O -

And

And also a true Extract of a Receipt of Jewels Signed by the said Denis Stanislas Lefevre dated the 22d June 1822 marked as Exhibit P. The Deposition of Rameswoy Chitty to the Twenty First Interrogatory on behalf of the Defendant Hoormajee Edulgee Pundey as Evidence for the said Defendant. The Deposition of the said William Strange to the Eighth Interrogatory on behalf of the Defendant Hoormajee Edulgee Pundey as Evidence for the said Defendant. And also a Letter from the Defendant Jorge Robertson to the Complainant Maria Robertson marked as Exhibit L. - Now upon debate of the Matter and hearing what was alledged by the Counsel for the said Complainants and Defendants respectively. And on Mature Consideration had thereon. This Court doth Declare that the House and Premises Called Myers Gardens in the Pleadings mentioned to have been purchased by Hoormajee Edulgee Pundey the Defendant in the Original Suit in his own Name are Subject to the Trusts of the Articles Entered into between the Complainant Maria Robertson and the Defendant Jorge Robertson previous to their Marriage And ought to be assigned over to some person or persons upon such Trusts accordingly Subject to any lien or Claim which the Estate of Hoormajee Edulgee Pundey may have thereon on taking the Accounts hereinafter mentioned. And this Court doth Order and Direct that it be Referred to the Master of this Court to approve of a proper Settlement for the purpose of carrying into Execution the Trusts of such Articles according to the true intent and meaning of the parties to the same -

And

And it is further Ordered that it be referred to the said Master to take an Account of the rents and profits of such premises which during the life time of the Defendant Hoormajee Edulgee Pundey were received by him or by his order or for his use or which but for his own wilful default or neglect might have been received and which since his death have been received by the Defendant Dorcas Jungee Pundey or by her order or for her use or might but for her own wilful default or neglect have been received And as to the matters aforesaid all just Allowances and Deductions and also unavoidable Charges and outgoings on the said Premises Is the Master charge the Estate of Hoormajee Edulgee Pundey with the full Amount of such rents and profits so coming to - And this Court doth further Order and direct that the said Master do also take an Account of the Several Jewels in the Pleadings mentioned to have been delivered to the said Hoormajee Edulgee Pundey on the 22d January 1821 by the said Complainant Maria Robertson with the Consent of the Defendant Jorge Robertson specifying such as have been lost respectively and such as are now forthcoming And as to such of the said Jewels as have been lost The Master ascertain and fix the Value of the same and charge the Estate of the said Hoormajee Edulgee Pundey with the Amount so to be fixed together with Interest at the rate of Eight per cent per Annum from the time the same were so lost And with respect to such of the Jewels as are now forthcoming The Master do forthwith proceed to value the same by Public Auction and that any Sum or Sums of Money to be received by the Master on account of the proceeds of such Sale or Sales of the Jewels or on account of the Purchase Money of the said House and Premises called Myers Gardens or arising from the Sale thereof be brought in and paid into the Bank of England to the Accountant General of this Court to the Credit of this Cause subject to the further Order of this Court and that the Master do take

as

In the Supreme Court of Judicature at Madras

Equity Side

Second Term 1828

Present

The Hon^ble Sir Ralph Palmer Knight Chief Justice

The Hon^ble Sir Robert Dashwood Comyn, Knight

The Hon^ble Sir George William Pocklitts, Knight

His Majesty's Justices

Thursday the Tenth day of April One thousand Eight hundred and Twenty Eight And in the Ninth Year of the Reign of Our Majesty King George the Fourth Between George Arbuthnot James Morgan Strachan John Berry and William Scott Sons of the Executors of the Last Will and Testament of John De Monte Esquire deceased

Complainants

And

The Reverend Fre Don Manuel De Ave Maria the Actual Bishop or Vicar Provincial of Saint Thome, Emmanuel Bilderbeck and Constantio Dias and his Wife Ann Dias

Defendants

This Cause coming on this day to be heard upon Bill and Answers in the presence of Advocates Counsel on both Sides. Upon opening the Original and Amended Bill of Complaint Exhibited by the above named Complainants And the Several Answers of the Defendants the Reverend Fre Don Manuel De Ave Maria and Emmanuel Bilderbeck thereto And upon hearing read the Last Will and Testament and Codicil thereto of John De Monte deceased the Testator in the Complainants Bill named dated the 19th Day of July 1820 and 25th day of April 1821 And the Probates thereof granted to the said Complainants George Arbuthnot James Morgan Strachan John Berry and William Scott and the Defendant Emmanuel Bilderbeck And upon

Rd Palmer

Robert Comyn

G W Pocklitts

Supreme Court
Equity Side

Madras Presidency
Fourth Circuit
Thursday the 10th April 1828

Present
The Hon^ble Sir Ralph Palmer Knight Chief Justice
The Hon^ble Sir Robert Dashwood Comyn Knight
The Hon^ble Sir George William Pocklitts Knight
His Majesty's Justices

Draft Decree

upon debate of the Matter and hearing what was alledged by the Advocates for the said Complainants and the Defendants Fre Don Manuel De Ave Maria and Emmanuel Bilderbeck And on Mature Consideration had thereon - This Court doth Declare that the said Will and Codicil of the said Testator John De Monte ought to be Established and the trusts thereof performed and carried into Execution And doth Order and Decree the Same Accordingly - And it is further Ordered that it be referred to the Master of this Court to take an Account of the personal Estate of the said Testator not specifically bequeathed Come to the hands of the said Complainants and Defendants the Executors of the said John De Monte or of either of them or to the hands of any other person or persons by their or either of their Order or for their or either of them use And Let the Master enquire whether any and what part of such personal Estate is outstanding at the time of making his Report and why and for what Reason - And it is further Ordered that the said Master do take an Account of the said Testators Debts and funeral Expences and of the Legacies and Annuities given by his Will And which (if any) of Such Debts funeral Expences Annuities or other Legacies are Still due and unsatisfied And for the purpose aforesaid the said Master is to Cause the usual Advertisements to be published in Such public News Papers as he Shall think proper for the said Testators Creditors and Legatees to Come in before him and prove their respective Debts and Claim their respective Legacies within a time to be therein limited And in default thereof they are to be Excluded the benefit of this Decree - And it is further Ordered that the personal Estate of the said Testator not specifically bequeathed be applied first in payment of his debts and funeral Expences in a Course of Administration and then in payment of his Legacies and Annuities or of Such

of

of them as Shall remain due and unsatisfied - And it is Ordered that the said Master do ascertain and State to the Court what Shall appear to be the Clear residue or Surplus of the said Testators said Estate after payment of his debts and funeral Expences Annuities and other Legacies as aforesaid - And the said Master is to be at liberty to State any Special Circumstances touching any of the Matters aforesaid which he may think proper And for the better taking of the said several Accounts and discovery of the Matters aforesaid the said Parties are to produce before the said Master upon Oath all Books Papers deeds Bills of Sale Vouchers and other Documents or Writings in their Custody or power relating to the Matters in question in this Cause And are to be Examined upon Interrogatories as the said Master Shall direct who on taking the said Accounts is to make unto the Parties all just allowances - And this Court doth reserve the Consideration of all further directions and of the Costs of this Suit until after the said Master Shall have made his Report - And any of the Parties are to be at liberty to apply to this Court as there Shall be occasion

By the Court

C. W. Clay
D. Reg.

Approved J. Jen
M for the Comp.ts
and the Defts Bilderbeck

We consent
M for the Defts
Fre Don Emanuel
de Ave Maria

In the Supreme Court of Judicature at Madras

Equity Side — Third Term 1828

Present

The Hönble Sir Ralph Palmer, Knight Chief Justice

The Hönble Sir Robert Buckley Comyn, Knight

and

The Hönble Sir George William Ricketts, Knight

His Majestys Justices

Wednesday the Thirtieth day of July One thousand Eight hundred and Twenty Eight and in the Ninth Year of the Reign of His Majesty King George the Fourth Between Chendrumbankom Arnachellam Moodelliar — Complainant

and

Manapankom Sawmy Pillay and Manapankom Maumoo Pillay — Defendants

This Cause Coming on this day to be heard and debated Before the Honorable the Judges of the Supreme Court of Madras in the presence of Counsel learned on both Sides - Upon opening the Bill of Complaint filed by the above named Complainant And the joint and several Answer of the Defendants thereto - And upon hearing Read the Depositions of Witnesses together with an Exhibit marked with the Letter A - Whereupon and upon debate of the Matter and hearing what was alledged by the Advocates on both Sides And on Mature Consideration had thereon - This Court doth think fit to Order and

Decree

Ralph Palmer
Robert Comyn
G W Ricketts

Decree and it is Accordingly Ordered and Decreed that the said Complainants said Bill of Complaint do Stand and be dismissed with Costs—

By the Court

C. H. Stones
Dept. Solr.

C. H. Clay
D. Regt.

In the Supreme Court of Judicature at Madras.

Third Term 1828

Present

The Honble Sir Ralph Palmer Kt Chief Justice

The Honble Sir Robert Buckley Comyn Knt

and

The Honble Sir George William Nicholls Knt

Tuesday the 30th day of August 1828

In the Matter of the Petition of Mr Edward Gaud Griffith Edward Gaud Griffith Charles Goodall Esqrs Executors of the Will of Mr Edward Gaud Griffith deceased

and

Gomalacarin Covil Aggrahaven Pillay Collah Pedaboyen Chetty Ahmad Saad Ackoonjee Eduljee Bomanjee and Cawasjee Eduljee Pandoomiah Pillay

and by the Defendants

Upon reading the petition of the Plaintiffs in this cause and the affidavit of Mr Thomas Eduljee Bomanjee Pandoomiah Pillay and by the Defendants Counsel

It is ordered that the petition of the Plaintiffs be dismissed with costs to be taxed by the Taxing Master of this Court

By the Court

(Signed) Robert Comyn

Chief Clerk

Supreme Court

Equity Side

C. Arnachellum Moodr

vs

M. Sawmy Pillay and M. Maumoo Pillay

Draft Decree

For Mr. Innes -

C.S.C.

5th Augt. 1828

for Mr Lewis on behalf of the Defendant Ellia Sobanoyloo
chetty and on the admission of Mr Leonard Cooper then
Solicitor for the Defendant C Parasowamah Pillay of
notice of this motion It was ordered that it should be
Referred to the Master of this Court to Enquire and Report
whether the agreement between Streenevasa and Parasowamah
set up by Streenevasas answer was Executed at the time it
bears date or at any other and at what time and whether
it was Executed under the Circumstances set up by
Streenevasas answer or under any other and what Circumstances
and it was further ordered that the said Master should
Enquire and Report whether any and what part of Para-
sowamahs share in the Monies mentioned in Schedule
Received from Mr Maitland was paid out of the
purchased Received and paid for by Streenevasa and
whether the Settlement of accounts between Parasowamah
and Streenevasa set up by his answer to have
taken place or whether such further or other
actually took place and Settlement as the said Streene-
vasa and stands by him fraudulently to defeat the
Creditors of Parasowamah or any other and Whether by
him and it was further ordered that if the said Master
should find and Report that the agreement was only Executed
the Master to Enquire and Report whether at the time when
the same was Executed and when the Consideration thereof
was paid the Defendant Streenevasa had notice and of
notice of what nature and to what Extent of the Claims of
Thomas Peel Koomagee Edulgee Bomby and Ellah Sobanoyloo

or of any or of Either of them and of the nature of their Respective
Securities and he was also to Enquire and Report the amount
of their Respective Debts due to the Defendants Thomas Peel
Koomagee Edulgee Bomday and Ellah Sobanoyloo and to
settle their priorities and it was lastly ordered that the
Master should be at liberty to Examine upon oath all or any
of the Parties in the Cause and their Witnesses and further
directions and question of Costs were thereby reserved until
after the Master should have made his Report That in
pursuance of the said order the said Master made his Report
bearing date the 19th day of May 1828 Certifying that in
pursuance of the said directions he had proceeded upon the Inquiries
Enquiries in the said Decretal order mentioned and that
he had been attended by Counsel and Solicitor for the
said Defendant Streenevasa and also by Counsel and
Solicitor for the said Defendants Thomas Peel and Koomagee
Edulgee Bomday and thereafter on Petition for Parasowamah Pillay
Bomday the Administrator of the said Koomagee Edulgee
Bomday respectively And that Solicitors had appeared for the
said Defendants Ellah Sobanoyloo and Comaleswaren Ellah
Parasowamah respectively at the Commencement of the Reference
but neither of the said Solicitors for Ellah Sobanoyloo or
Comaleswaren Ellah Parasowamah had Continued to
attend his office on the Prosecution of the Reference and the
said Master had found that the said Agreement between the
said Parasowamah Pillay and the said Streenevasa Pillay
and bearing Date the Twenty Second day of August in the
Year one Thousand Eight Hundred and Twenty five was Executed

at

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at the time it bears date. And that the said Agreement was in part Executed under the Circumstances set out in the answer of the said Streenivasa Pillay that is in so far as regards the inducement to the said Parasoramah Pillay to Commit Perjury by having placed himself the payment of his share the whole sum of Rupees Fifteen Thousand paid in Cash by the said Richard Arthur Maitland. But that the said Agreement was Continued and prepared and thereafter carried into Execution in a manner designed to elude the discovery of the facts attended upon and the purposes intended by it Inasmuch as it had been made known and performed on the four several occasions of the preparation Execution first prepared and fixed settlement of the account prepared to suit the Plaintiffs and finally Some of the sums two witnesses in one of them and that the said two witnesses are both in near relations and also have been the Agents and dependants of the said Streenivasa and whose characters and Conduct appears to be of a very doubtful nature and that the said agreement was likewise entered into with the object of giving a title to the said Streenivasa Pillay fictitiously to negociate the Bills of Exchange that formed part of the share of the said Parasoramah Pillay and with the view and intent of defeating the claims of the Creditors of the said Parasoramah Pillay upon such Bills or sums of the amounts particularly mentioned and the said Defendant do find that the said Streenivasa Pillay did procure from account of the share of the said Parasoramah Pillay in the Bills of Exchange on England

paid by the said Richard Arthur Maitland the Bills Number four and Number five for Nine Hundred Pounds each and out of the Bill Number Eight the sum of Twenty five Pounds and that the said Streenivasa Pillay did for and on account of the said amount of Bills which at the rate of Exchange of Two Shillings the Rupee made the sum of Eighteen Thousand Two Hundred and fifty Madras Rupees Pay to the said Parasoramah Pillay the sum of Seven Thousand and Five Hundred Rupees being the half share of him the said Streenivasa Pillay in the said sum of Fifteen Thousand Rupees paid in Cash by the said Richard Arthur Maitland as aforesaid and did also further pay for and on account of him the said Parasoramah Pillay the sum of Three Thousand Four hundred and Fifty Six Rupees Ten annas and Three Pice being one half of the amount of the costs due and owing to Mr Henry Coles the Solicitor for the said Parasoramah Pillay and Streenivasa Pillay in the Cause of Parasoramah Pillay and Streenivasa Pillay and others Complainants and Richard Arthur Maitland Thomas Chase and others members of the Arcadia Bank Defendants and the further sum of Three Thousand Four Hundred and Forty three Rupees and Six annas being a balance on the Foot of the said account annexed to the answer of the said Defendant Streenivasa Pillay and that the Statement of account between Parasoramah and Streenivasa set up by the answer of Streenivasa did take place but that the said account was not a true and bonafide statement or settlement of the then subsisting accounts between the said Brothers Parasoramah and Streenivasa or

Ecclesia

respected their respective shares and interests in the Estate & property of their father Moonasillay deceased and that the said Parasoorumah was not then indebted the first Item in the said account mentioned that is for the half share of the roof in the Nabobs Garden after a Note of hand with twelve per cent interest granted on the eleventh of December one Thousand eight hundred and Twenty one for Two thousand Four hundred and Fifty Rupees with the Subsequent Interest Calculated thereon in the said account And the said Attestors did also find that the said account was framed and settled in the same manner with the same intents and views and under the same Circumstances as before hereinbefore mentioned and found in Conformity to the said Agreement as aforesaid and that the purchase of the said Bills of Exchange on England were made by the said Sheenivasa Pillay to facilitate the arrangement and settlement of a Division of the amount Sums from the said Richard Arthur Staddard and that the said purchase and also Collusion on the part of the said Sheenivasa as instituted by him fraudulently to defraud the Creditors of the said Parasoorumah generally and which induced Thomas Fee & Koomaraya Cohilya Canary and the Same made by Collah Soobanyloo Chitty and that when the said agreement was Executed and when the Consideration for it was first Communicated from Kefenden was paid to the said Sheenivasa Pillay has notice that the said Parasoorumah was largely indebted to the said Thomas Fee and that the said Parasoorumah had made and Executed an Assignment by way of Mortgage for such debt to the said Thomas Fee & Koomaraya Cohilya Canary and that at the time aforesaid when the said agreement was Executed and the Consideration paid the said Sheenivasa Pillay had notice that the said Parasoorumah was largely indebted to the said Koomaraya Cohilya Canary and that his being so indebted was both in writing and verbally Communicated to him the said Sheenivasa. But that no Evidence had been adduced before him that the said Sheenivasa did know of any Deed or Assignment by way of Mortgage having been granted made or Executed by the said Parasoorumah Pillay to the said Koomaraya Cohilya Canary as a Security for such debt and that at the time aforesaid when the agreement was Executed and the Consideration paid the said Sheenivasa Pillay had notice of large claims made by the said Collah Soobanyloo Chitty against the said Parasoorumah but that the same were known to him and Considered as of a doubtful nature and that the said Parasoorumah Pillay did make and duly Executed an English bond under seal and bearing date the Thirtieth day of June one Thousand Eight Hundred and Twenty one for the penal sum of Six Thousand and six Hundred Pagodas and Conditioned for payment of Three Thousand and three Hundred Pagodas with Six per Cent per

said Thomas Fee by an Assignment by way of Mortgage of all his Share interest and proportions of and in the Estate of Moonasa Pillay his father and that the same became known to the said Sheenivasa Pillay by having seen the said Deed of Mortgage and by having the fact of his being so indebted Communicated at different times both in writing and verbally to him the said Sheenivasa and the said Attestors did also find that at the time aforesaid when the said agreement was Executed and the Consideration paid the said Sheenivasa Pillay had notice that the said Parasoorumah was largely indebted to the said Koomaraya Cohilya Canary and that his being so indebted was both in writing and verbally Communicated to him the said Sheenivasa. But that no Evidence had been adduced before him that the said Sheenivasa did know of any Deed or Assignment by way of Mortgage having been granted made or Executed by the said Parasoorumah Pillay to the said Koomaraya Cohilya Canary as a Security for such debt and that at the time aforesaid when the agreement was Executed and the Consideration paid the said Sheenivasa Pillay had notice of large claims made by the said Collah Soobanyloo Chitty against the said Parasoorumah but that the same were known to him and Considered as of a doubtful nature and that the said Parasoorumah Pillay did make and duly Executed an English bond under seal and bearing date the Thirtieth day of June one Thousand Eight Hundred and Twenty one for the penal sum of Six Thousand and six Hundred Pagodas and Conditioned for payment of Three Thousand and three Hundred Pagodas with Six per Cent per

per

per annum interest from the said Thirtieth day of June one Thousand Eight Hundred and Twenty one payable in one year from the said date to the said Thomas Tod and that on the said Thirtieth day of June one Thousand Eight Hundred and Twenty one the said Parasooramah Pillay did also Execute a Deed of Mortgage as further Security for the said Debt and that upon the said Bond interest has accrued to the sixth day of May one Thousand Eight Hundred and Twenty Eight at the said rate of Ten per Cent amounting to the sum of Five Thousand Two hundred and Sixty Pagodas Eighteen fanams and Thirty four Cash which with the said principal sum of Three Thousand and Three hundred Pagodas makes together the sum of Five Thousand Five hundred and Sixty Pagodas Eighteen fanams and Thirty four Cash and which remains owing by the said Comkeroomaran Carl Parasooramah Pillay to the said Thomas Tod upon Bond and Mortgage aforesaid and that the said Parasooramah Pillay has made and Executed a Malabar Mortgage Bond bearing date the Second day of May one Thousand Eight Hundred and Twenty three and payable to the said Hormajee Eduljee Bomjy in one year from the said date for the sum of Fourteen Thousand one Hundred and Sixty Madras Rupees with Twelve per Cent Interest thereon and that on the Sixth day of May one Thousand Eight Hundred and Twenty Eight the said Parasooramah Pillay became indebted to the said Malabar Note and Mortgage in the sum of Four Thousand Three Hundred and four Rupees Seven annas and Eight Pice which being added to the principal sum of Fourteen Thousand one Hundred and Sixty Rupees makes together the sum of Twenty one Thousand Four hundred and Sixty four Rupees Seven annas and Eight Pice which said last mentioned sum of Twenty one Thousand four hundred and

Sixty

Sixty four Rupees Seven annas and Eight Pice is now due and owing by the said Parasooramah Pillay to the said Dinsaw Limjee Bomjy the Administrator of the said Hormajee Eduljee Bomjy Deceased and that by an order of Court made in the Bleaxe action of Collector Sobarayloo Chitty Plaintiff and Comkeroomaran Carl Parasooramah Pillay Defendant and bearing Date the Twenty ninth day of December one Thousand Eight Hundred and Twenty three. It was ordered that a Rule nisi obtained in the same action to set aside the Judgment be made absolute and that the Execution in the pleasing mentioned having been issued out in the same Cause as appears by a Certificate of the Deputy Registar produced to the said Master and bearing date the Fourteenth day of August one Thousand Eight Hundred and Twenty Six the said Master doth find that the said Defendant Collector Sobarayloo Chitty has not Established any claim or demand whatsoever under the said Decretal order made in the Cause and that the said Thomas Tod has both in Legal and Late a priority in respect of the said claim upon the said Comkeroomaran Carl Parasooramah Pillay for payment of the said debt due to him and that the said Dinsaw Limjee Bomjy the administrator of the said Hormajee Eduljee Bomjy deceased has after the said Thomas Tod a priority in claim for the payment of the said Debt due by the said Comkeroomaran Carl Parasooramah Pillay as aforesaid To which said Report the Defendant Comkeroomaran Carl Parasooramah Pillay took several Exceptions and the Matter of the said Exceptions coming on to be argued on the 21st 22d 23d 24th 25th 26th 28th and 29th days of July last and also on the 4th day of August instant before the Justices of this Honorable Court in the presence of Counsel learned on both sides and the said Exceptions being heard and the

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first being for that the said Master has in and by his said Report found and reported that the agreement between Baroonanah P. Ilay one of the defendants above named and the said defendants Shemunapa P. Ilay and bearing date the 22d day of August in the year one thousand Eight Hundred and Twenty five was entered into and executed in manner hereinafter carried into Execution in a manner Inquired to show the discovery of the facts attempted upon and the purposes aimed by it and the said Master has in and by his said Report stated his reasons for such finding to have been as much as the said agreement has been made done and performed on the part thereof according to the true intent and meaning of the same and that the settlement of the account referred to in the said agreement and finally settlement of the account referred to with the Plaintiffs and Defendants and finally alone of the same two witnesses as one of them was dead the said two witnesses were both the near relations and also the agents and defendants of the said Shemunapa and alone Competent and Credible witnesses to be for any doubtful nature whereof the said Master ought to have found and reported that the said agreement was Executed under the Circumstances stated by Shemunapa whereby the said Master ought not to have set forth the Evidence and referred him with his Comment and opinion of the said Evidence to the said Master as not warranted by the Circumstances of the case

And the Second Exception being for that the said Master has in and by his said Report found and reported that the said agreement was Executed under the Circumstances of the said Shemunapa P. Ilay publickly to renounce the Title of Cadanga Pattam and that of the Name of the Baroonanah P. Ilay and with the same mutual consent of the Executors of the said Baroonanah P. Ilay and the said Shemunapa P. Ilay and by the said Report stated it as being the more satisfactorily whereas the said Master ought to have found the Defendants Shemunapa P. Ilay

Carried

And the Third Exception being for that the said Master has in and by his said Report found and reported that the account stated by the answer of the said defendant Shemunapa was not a fair and bona fide statement or settlement of the then subsisting accounts between the said Defendants Baroonanah and Shemunapa as respects their respective shares and interests in the Estate and property of their Father Moonesillay deceased and that the said defendant Baroonanah was not thereby indebted the first three in the said account mentioned that is for the half share in the proof of the Nabobs Garden upon a note of hand with Twelve per Cent Interest granted on the Eleventh of December one thousand Eight Hundred and Twenty one for Rupees Two thousand four Hundred and fifty with the subsequent Interest Calculated thereon in the said account whereas the said Master ought to have found and reported that the settlement of accounts between the said Defendants Baroonanah and Shemunapa set forth by the answer of the said defendant Shemunapa to be fairly and bona fide taken place and the said Master ought not have inquired into the items of the said account but to have confined himself to Enquire whether the said settlement of accounts between Baroonanah and Shemunapa was fairly and bona fide taken place as the said Master is directed in and by the order of Reference in this Cause

And the Fourth Exception being for that the said Master has in and by his said Report found and reported that the said account was perused and settled in the same manner with the same Entries and Accounts with the same Circumstances as the said Master in and by his said Report stated other than therein before mentioned and found respecting the said agreement as aforesaid whereas the said

Master

Master ought to have found and reported that the said settlement of accounts between the said defendants Parasooramah and Streenivasa did fairly and bonâ fide take place as aforesaid

And the Fifth Exception being for that the said Master hath and by his said Report found and reported that the purchase of the said Bills of Exchange on England was Collusive on the part of the said defendant Streenivasa and intended by him fraudulently to defeat the Creditors of the said Parasooramah generally and in which included Thomas Teed, Hormajee Eduljee Bandey and the claims made by Collah Seshanoylee Chetty whereas the said Master ought to have found and reported that the said purchase was not Collusive on the part of the said defendant Streenivasa nor entered into by him fraudulently to defeat the Creditors of the said defendant Parasooramah or any or either of them

And the Sixth Exception being for that the said Master hath and by his said Report found and reported that the said Streenivasa when the said agreement was Executed and when the said Conversation as far as the said Master in and by his said Report is stated to have therein before reported was for the said defendant Streenivasa Billay has notice that the said Parasooramah was largely indebted to the said Thomas Teed and that the said Parasooramah had no means and Executed the security for the said debt to the said Thomas Teed an assignment by way of mortgage of all his share interest and profitations of and in the Estate of Hormajeebay his partner and that the same became known to the said Streenivasa Billay by having the said Deed of mortgage read to him and by having the first of his being so notified to him and at different times both in writing and

Verbally

Verbally to him the said Streenivasa whereas the said Master ought to have found and reported that at the time when the said agreement was Executed and when the Conversation took place the said defendant Streenivasa Billay had no legal notice of any debt then justly due to the said Thomas Teed by the said Parasooramah and that the said defendant Streenivasa Billay had no further or other notice of the claims of the said Thomas Teed than by hearsay and report and that the said Streenivasa Billay had no notice of the said assignment by way of mortgage to the said Thomas Teed and that the said Thomas Teed in his Examination before the said Master has only sworn to the two Annah pans of Five Thousand and two hundred Pagodas and one Hundred Pagodas as forming part of the Consideration of the said assignment by way of mortgage and that the said sum of Five Thousand and two Hundred Pagodas was to secure a debt fraudulently owing to the said Thomas Teed for Costs in a suit Carried on by the said Thomas Teed on behalf of Certain merchants and Cassalores against one Vardanjee Soolsee who was in Debt for the debt and Costs of such suit and who was afterwards mortgaged by the said Thomas Teed as the said Parasooramah took upon himself to pay the said sum of Five Thousand two hundred Pagodas to the said Thomas Teed and the price of one Hundred Pagodas was for a Gold Watch sold by the said Thomas Teed to the said Parasooramah and that at the respective times when the said Parasooramah Executed the said assignment by way of mortgage to the said Thomas Teed and never himself responsible for the payment of the said sum of Five Thousand two hundred Pagodas to the said Thomas Teed and when he purchased the said Watch from the

and

and Thomas Tod the said Thomas Tod was and has been for
a long time theretofore the Solicitor of record Employed as such
by the said Defendant Stevenson in the suit of the said Defendant
against the said Stevenson and the Executors of the said Thomas
Tod lying pending in this Honorable Court and that Both
and Except the said two Several sums of Two Thousand and
two Hundred Pagodas and one Thousand Pagodas it has not
been proved before the said Master how the said Particular
sum of Three Thousand and three Hundred Pagodas the
amount of the said Bond of the said Defendant in favour
of the said Thomas Tod is made up —
and the Seventh Exception being for that the said Master hath and by
his said Report found and reported that when the said agreement
was Executed and when the Commission issued the said
Defendant Stevenson by a letter that the said Defendant
was largely indebted to the said Hormajee Eduljee Bandy
and that the same was both in writing and Verbally
Communicated to the said Stevenson whereas the said Master
ought to have found and reported that at the time when the
said Agreement was Executed and when the Commission
issued was from the Defendant Stevenson having legal notice
of the claims of the said Defendant Hormajee Eduljee Bandy
and this Cause also coming on this 5th day of August
instant to be heard for further direction pursuant to the
said order of the said Fourteenth day of October one Thousand
Eight Hundred and Twenty Six before the Honorable the
Judges of the Supreme Court of Judicature in the presence of
Counsel learned on both sides Now upon hearing what
debate

debate of the matter and hearing what was alleged by the
advocates on either side and upon hearing read the whole of
the Evidence taken before the Master and the several Exhibits
put in by the several Parties during the Reference This Court
doth allow the second third Fourth and Fifth of the said
Exceptions and with respect to the Sixth Exception the Court
doth disallow so much of the said Sixth Exception as insists
that the Master ought not to have adverted to the Evidence
adduced before him with his Comment and opinion upon
such Evidence and that the said Master is not warranted
in the Conclusions he has drawn from the said Evidence
and doth allow the first of the said Sixth Exceptions
and this Court doth disallow the Sixth and Seventh
of the said Exceptions and This Court doth further order
that the persons of the funds in Court be free to the
or to either Party Either his Solicitor
Defendant Cowasjee Court Stevenson Pillay or
that the Defendants Thomas Tod and Cursetjee Bandy
(so far as he has assets of the Estate of Hormajee Eduljee
Bandy in his hands) and Either Party do pay to
Thomas Stevenson the Costs which have been paying out
of the funds in Court to the Complainants Edward
Griffiths Lewis Griffiths Edward Lord Griffiths John
Summers and Charles Boswell and also all the said
Defendant Cowasjee Court Stevenson Costs Charges
and Expenses to be taxed as between Attorney and Client
of the Defendant Thomas Tod all his Costs relating

to

to such proof of notice the same to be set off against the
Costs to be paid by the Defendant Thomas Reid to Comala-
leeswaren Coral Steamnavigation Co. and it is further ordered
that the Master in taxing the Costs hereby directed to be
paid to the said Defendant Comalecswaren Coral Steam-
navigation Co by the Defendants Thomas Reid Duncan Lyall
Bonsay and Collah Sorabanjee do apportion the same
as between the said last named Defendants respectively
according to the amount of the Costs which have been
incurred in Consequence of their respective claims.
and all parties are in the mean time to be at
liberty to apply to the Court as occasion shall
require.

By the Court.

W. Gay
D. Regr.

98

In the Supreme Court of Judicature at Mad[as]
Equity Side. Third Term 1828.

Present

The Honble Sir Ralph Palmer, Knight, Chief Justice
The Honble Sir Robert Buckley Comyn, Knight
The Honble Sir George William and Ricketts, Knight
His Majesty's Justices.

Tuesday the Fifth day of August 1828
and in the ninth Year of the Reign of His
Majesty King George the Fourth Between
Streeperamadoo Annadawmy Modelly
Complainant
and
Streepermadoo Vadachella Modelly
and others. Defendants.

And by Renvoy and Supplemental against
Collak Ramasawmy Chitty and Collak
Ragavah Chitty Executors of Collak
Ravandpah Chitty deceased and others
Defendants.

This Cause coming on the second and fourth days of
August instant and also on this day to be heard upon the
Exceptions taken by the Complainant to the Report of the Master
of this Honble Court bearing date the 7th day of May 1828
and made in pursuance of the Decree in this Cause of the
19th day of February 1812 Now upon opening the several
Exceptions respectively taken by the said Complainant to
the

Ent Comyn
C Ricketts

Edd Ellice Court
Equity Side

Edward Jacquet and etc
vrs
Coonalawmal Coal Veeran
Managers Pillay and others

Decree

Mr Wise Sanction
Mr Hill
Mr Reed
Mr Innes
Cooken

A Assistant

the said Report of the Master. This Court doth disallow
of First second Fourth and seventh Exceptions and with
respect to the Third Exception This Court doth allow so
much of the said Third Exception as insists that the Master
ought to have Certified that several of the said Charities
have been performed by the said Complainant Annadanny
and doth Order that it be referred back to the Master
to review his report and to enquire and report in what
manner and to what extent and out of what funds and
of the said Charities as are mentioned in the Evidence of
Deyyo Vastry
~~Vastry Deyyo~~ have been performed by the said Complainant
and this Court doth allow the other parts of the said Third Exception
And in the respect to the Fifth Exception This Court
doth disallow the same without
prejudice to any question that may be made on either
this Court doth allow
side with regard to Interest. And the Sixth Exception
the same
being matter for further directions . . . . . And the
Master is to be at liberty to proceed de die in diem on the
matters hereby referred to him and such Warrants taken out
in the prosecution of this Order is to be deemed and
Considered to be a peremptory Warrant for the purpose
therein expressed.—

C. H. Hall
Regr

East Kercock
Sol. for Defts former & Respts

98

No.

In the Supreme Court of Judicature at Madras
Ecclesiastical Side — Fourth Term 1828.

Present

The Honorable Sir Ralph Palmer Knight Chief Justice
The Honorable Sir Robert Buckley Comyn Knight
The Honorable Sir George William Ricketts Knight
His Majesty's Justices.

Tuesday the fourteenth day of September one thousand eight hundred and twenty eight and in the Ninth Year of the Reign of His Majesty King George the Fourth Between Cordee Ummaltk Petitioner and Nullamall one of the Widows and Syahsawmy Sabanpatty Sandaveeryen Nagapen and Narrainsawmy the Sons of Ramadawmy Moodly deceased Respondents

Whereas the Matter between the Petitioner and Respondents above named came on to be argued on the Twenty sixth and Fourteenth days of September one thousand eight hundred and Twenty eight Before the Justices of this Honorable Court in the presence of the Advocates learned in the Law on the part of the Petitioner and

Ball & Palmer
Buckley Comyn
Ricketts

Supreme Court
Ecclesiastical Side

Proctor Order for
Letter Missive and Citation.

18th September 1828.

In the Supreme Court of Judicature at Madras
– Equity Side — Fourth Term 1828

Present

The Honorable Sir Ralph Palmer Knight Chief Justice
The Honorable Sir Robert Buckley Comyn Knight
and
The Honorable Sir George William Pickettt Knight
His Majesty's Justices

Monday the Twenty Ninth day of September one thousand eight hundred and Twenty eight and in the Ninth year of the Reign of His Majesty King George the Fourth Between Colundoo Cromany Annachella Cromany Patchiappah Cromany Nadamala Cromany Parcotandy Cromany Sydasamy Cromany and Annadasamy Cromany the nephews and legal personal representatives of Vyloga Venkatachella Cromany deceased — Complainants

and

Kannansamy Pilley Viraswamy Pilley and Kistnasamy Pilley the sons and legal personal representatives of Sowdy Mungalum Coovarna Pilley deceased Defendants

This Cause coming on the Twenty account of Twenty

Robt S Hutchins
Robert Comyn
G W Pickettt

Supreme Court
Plaintiffs Bill
Colundoo Mumaly
Complt
Coondoo Mumaly
Defendant
Cause
Mallamandoo Pillay
Defendant
Subpoena ad Respondendum
Dated 30th June 1828
Issued 1st July 1828
Ralph Palmer

Twenty third Twenty fourth Twenty fifth and Twenty sixth days of September instant And also on this day to be heard and debated Before the Honorable the Judges of the Supreme Court at Madras in the presence of Counsel learned on both sides Upon opening the Bills of Complaint filed by the above named Complainants and the joint Answer and Supplemental Answer of the Defendants thereto - And upon hearing read the Depositions of Witnesses together with the Exhibits - adduced on either Side Whereupon and upon debate of the matter and hearing what was alleged by the Advocates on both sides And on mature Consideration had thereon This Court doth think fit to Order and Decree And it is accordingly ordered and Decreed that the said Complainants said Bills of Complaint do stand and be dismissed with Costs.

By the Court

C. H. Clay
Deputy

Supreme Court
Equity side
Columbus Greenway
Annabella Greenway
and others —
Pltffs
vs
Mary Greenway Pltffs
Nevinson Pltffs and
another —
Defendts

Pltffs Bill filed
19th Sept 1828
Copy Served
19th

In the Supreme Court of Judicature at Madras
Fourth Term 1828.

Equity Side.

Present

The Honble Sir Ralph Palmer Knight Chief Justice
The Honble Sir Robert Buckley Comyn Knight
and
The Honble Sir George William Ricketts Knight
His Majestys Justices.

Monday the Twenty Ninth day of September One thousand Eight hundred and Twenty Eight and in the Ninth year of the Reign of His Majesty King George the Fourth Between Charles William Henry Dowden an Infant by Godlieb Kanamerer his next friend Complainant

and

Edward Gordon Executor of William Douglas Brodie deceased Defendant.

This Cause coming on this day to be heard and debated Before the Honorable the Judges of the Supreme Court of Madras in the presence of Counsel learned on both sides to be heard upon Bill and Answer upon opening the Bill of Complaint exhibited by the above named

Robt Palmer
Robert Comyn
G W Ricketts

named Complainant and the answer of the Defendant thereto It is Ordered by Consent of the said Defendant that he the said Defendant do forthwith proceed to recover and realize the ~~the~~ principal sum of six thousand Pagodas in the pleadings mentioned to be due from Hyder Mulk Bahader and Mogen ul Omrah Mutasher ul Khan Bahader together with the interest due on the same and also the Principal sum of Four thousand Pagodas in the Pleadings mentioned to be due from Peter Cachan together with the Interest due on the same and to take all necessary Steps for that purpose and that when and as soon as the same or any part thereof shall be so recovered and realized that the said Defendant immediately pay in the same to the Treasury with the privity of the Accountant General to the credit this Cause and it is further Ordered that the same stand over until after it shall be ascertained or Certified to the Court what sum or sums of money shall be so recovered and realized.

C.H.C.

By the Court

C. H. Clay
D. Regt

Supreme Court
Equity Side

Charles William Conner
Complainant
against
Cadell Cannonjee Deceased
and
others
Defendants

Draft Decretal Order
for dismissing Bill
for want
of Prosecution

C in 08 Vol 93/92 & 51/92

In the Supreme Court of Judicature at Madras

Equity Side — Fourth Term 1828.

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice

The Honorable Sir Robert Buckley Comyn Knight
and

The Honorable Sir George William Ricketts Knight
His Majesty's Puisnes

Tuesday the Thirtieth day of September One Thousand Eight Hundred and Twenty Eight and in the Ninth Year of the Reign of His Majesty King George the Fourth. Between The Honorable Company of Merchants of England trading to the East Indies. Complainants

and

Comalesvrram Cavil Sreenevassa Pillay
Comalesvrram Cavil Parasooramah Pillay
and George Norton Esquire the Advocate General at Fort Saint George. Defendants

This Cause coming on the Twenty Sixth Twenty Seventh and Twenty Ninth days of September instant and also on this day to be heard and debated before The Honorable the Judges of the Supreme Court of Madras in the presence of Counsel learned on both sides upon opening the Bill of Complaint filed by the above named Complainants and the several Answers of the Defendants thereunto

Ralph Palmer

Robert Comyn

C

and upon hearing Read the Depositions of Witnesses together with the Several Exhibits marked with the Letters A.B.C.D. and E whereupon and upon Debate of the Matter and hearing what was alledged by the Advocates on both Sides and on Mature Consideration had thereon. This Court doth declare that the charities directed by ~~made and Established or provided to be by~~ Mooneea Pillay in his life time and in and by the Several Testamentary and other papers bearing date on the Sixth day of January one Thousand Eight Hundred and Four respectively in the Pleadings of the Cause mentioned and particularly Specified ought to be Established and the Trusts thereof performed and Carried into Execution and Decree the Same accordingly. And it is further ordered and Decreed that it be Referred to the Master of this Court to take an account of all Sums of Money which have accumulated in respect of the Interest on Star Pagodas Twenty Thousand /20000/ the amount of the charity funds received by the Complainants or by the Governor and Council of Fort Saint George in their behalf ~~since the Thirtieth day of June 1824~~ at the Rate of Eight /8/ per Cent per annum and to ascertain the total amount thereof up to the day of the date of this Decree ~~and in taking such account the Master is to Certify what was the amount of Interest paid to the Receiver in the Cause of Ambuja Ummall and others and Mootoosamy and others and by him deposited in the Treasury to the Credit of that Cause and to Certify the Ordinance of Interest now due by the Ummall Complying That the latter sum be brought and deposited in the Treasury of Fort Saint George to the Credit of the Cause and that the former amount~~ be

~~be transferred by the Sub Treasurer with the privity of the Accountant General from the Credit of the Cause of Ambuja Ummall and others and Mootoosamy and others to the Credit of this Cause~~ and the Complainants Submitting to account for such accumulated amount. It is ordered that the Complainants and Defendants respectively be at liberty to produce before the said Master a Scheme or Schemes for the application of such accumulation of Interest as aforesaid in such manner as may be most beneficial for the objects of the said Mooneah Pillays bounty and agreeable to his Intention as Expressed in the papers aforesaid. and the said Master is to State the same with his opinion thereon to the Court. and the said Complainants also consenting to pay the Interest which shall hereafter accrue on the said Sum of Star Pagodas Twenty Thousand /20000/ at the like Rate of Eight /8/ per Cent per annum to such person or persons as the Court shall now or at any time hereafter declare to be a fit and proper person or fit and proper persons to receive the said accruing Interest for the purposes of the said charities It is also Declared That the Defendant Streenevasa is a fit and proper person to receive such Interest for that purpose And it is therefore ordered and Decreed that the Complainants do hereafter accordingly from time to time, from the day of the date of this Decree and Subject to and until the further Order of this Court pay unto the said Defendant Streenevasa such future Interest as aforesaid Monthly and Every Month as the same shall become due for the purposes of the said Charities so created and Specified as aforesaid. and it is ordered and Decreed that the said Defendant do so long as he shall be

permitted

permitted to receive such Interest apply and administer the same Monthly and Every Month to and for such charitable purposes respectively and to and for no other purpose whatsoever And this Court doth further Declare that the Plaintiffs and Defendants ought to have their Costs out of the Charity Funds ~~to be accumulated~~ and Doth order that the Master do forthwith tax all parties their Costs of this Cause up to the date of the Decree but reserve the consideration of out of what portion of the said Funds ~~accumulated Interest~~ the same is to be paid and ~~Costs~~ further Directions until after the Master shall have made his Report. And all Parties are to be at Liberty to apply as advised and for the better taking the account all Parties are to produce before the said Master upon oath if Required all Books Papers Writings accounts Deeds Bonds and Documents in their or any of their Custody or power relating to the matters in question in this Cause and the said Master is to be at liberty to Examine the said Defendant Greenawa and Witnesses upon Oath or Interrogatories as the said Master shall see fit and he is to be at Liberty to proceed de die in diem if he thinks proper.—

By the Court

C. W. Clay
Deputy

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Supreme Court
Equity Side

The Honorable Company
of Merchants of England
trading to the East Indies

vs

Coniaderam Coral
Mareicapa Pillay and
others.

Draft Decree.

In the Supreme Court of Judicature at Madras
Equity Side First Term 1829

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice
The Honorable Sir Robert Buckley Comyn Knight
and
The Honorable Sir George William Ricketts Knight
His Majesty's Justices

Monday the Second day of February one Thousand Eight Hundred and Twenty nine and in the Tenth Year of the Reign of His Majesty King George the Fourth

Between Benjamin Meder
Complainant

and

John DeFries the Son of John DeFries Deceased John DeFries the Natural Son of Adrian DeFries Deceased Georges & Thomas DeFries another of the Natural Sons of the said Adrian DeFries Deceased
Defendants.

This Cause Coming on the Thirtieth day of September last the First day of October last and also on this present day to be heard and debated before the Honorable the Judges of the Supreme Court of Judicature at Madras in the presence of Counsel learned on both Sides upon opening the amended Bill of Complaint of the above

Robt Palmer C.J.
Robert Comyn
C. W. Ricketts

named Complainant the answer and further answer of the Defendant John De Fries the answer and further answer of the Defendant George Lys the joint and Several answer of John De Fries the Son of Adrian De Fries and of Thomas De Fries and upon hearing read the order of this Court bearing date the Twenty ninth day of august one Thousand Eight Hundred and Twenty Eight Whereby it was ordered that the said Bill of Complaint filed in this Cause be dismissed as against the said John De Fries Son of Adrian De Fries and it being admitted on all Sides that Edward Dent in the Pleadings of this Cause named had gone to England and upon hearing read also the Last Will and Testament and Codicil thereto annexed of John De Fries bearing date the Fifteenth day of April one Thousand Seven Hundred and Ninety six and upon hearing read the Depositions of Witnesses together with the Exhibits adduced on either Side whereupon and upon Debate of the Matter and hearing what was alledged by the Advocates on all Sides and due Mature Consideration had thereon This Court Doth think fit to Declare that as against the Defendant Thomas De Fries the Executor of Adrian De Fries in the pleadings of this Cause named the Complainant is not Entitled to any Relief and this Court doth accordingly Dismiss the Complainants Bill as against him with Costs - But as against the

the said John De Fries Executor of John De Fries the Elder Deceased the Testator in the Pleadings in this Cause named This Court Doth Declare that the said Benjamin Meder is now well Entitled to a Legacy of Pagodas Five Hundred under the Will and Codicil of the said Testator and to the proceeds arising from the investment of the Same in the Madras Tontine by the Executors of the said John De Fries the Elder on the Seventeenth day of November one Thousand Seven Hundred and Ninety Six amounting in the whole to the Sum of Pagodas Seven Hundred and Five together with interest upon the last mentioned Sum from the time of filing the present Bill at the Rate of Six per Cent per annum and which said Sum of Seven Hundred and Five Pagodas and interest by the Consent of Mr Bathie and Mr Reed of Counsel for the Complainant and of Mr Lewes of Counsel for the Defendants John De Fries and George Lys amount together up to the pronouncing of this Decree to the Sum of Madras Rupees Two thousand Six Hundred and Fifty two annas Ten and Three Pice and this Court Doth accordingly further order and Decree that the said Defendant George Lys do pay the said Sum of Rupees Two Thousand Six Hundred and Fifty two annas Ten and Three Pice to the said Complainant from and out of the one fourth part of the Money arising from the award made to the Late firm of Belling De Fries and Co by the Commissioners for investigating the Debts of the late Nabob of the Carnatic in the pleadings mentioned and which said one fourth part is admitted

by

by the said Counsel for the said Complainant and for the said Defendants George Lys and John De Fries belonged to and formed part of the Estate of the said Testator John De Fries and Exceeds the said sum of Rupees Two Thousand Six Hundred and Fifty two annas Five and Pice Ten and this Court Doth Lastly order and Decree that no Costs between the Complainant and the Defendant John De Fries the Executor of the Testator John De Fries and the Defendant the said George Lys no Costs be given on either Side.

By the Court.

Mutoy
Registrar

Mr Sir Draft Decree

Mr Sir for Defts John De Fries & Lys

In the Supreme Court of Judicature at Madras

Equity Side First Term 1829

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice

The Honorable Sir Robert Buckley Comyn Knight

and

The Honorable Sir George William Ricketts Knight
His Majesty's Justices.

Tuesday the Third day of February one thousand Eight Hundred and Twenty nine and in the Tenth Year of the Reign of His Majesty King George the Fourth

Between Streepermadore Annasawmy Moodelly Complainant

and

Streepermadore Vadachella Moodelliar Teroomanum Vencatachella Moodelliar and Collah Ravanapah Chetty Defendants

And by Revivor and Supplement

Between the same Complainant

and

The said Vadachella Moodelly Colla Veeroosawmy Chetty and Colla Ragavah Chetty the Executors of the late Collah Ravanapah Chetty Deceased who was one of the Executors of S. Moodoo Moodelly and Tagaroy Moodelly the Son and Personal Representative of Teroomanum Vencatachellum Moodelliar deceased and Chenglaroy Moodelliar and Nanaderoya Moodelliar the Brothers of Chinna Maundelamoney Deceased.

This Cause Coming on the First and Second days of October

last and also on this day to be heard upon further directions reserved by a Decretal order of this Court made in the original Cause first above mentioned bearing date the Nineteenth day of February one Thousand Eight Hundred and Twelve, now upon opening and debate of the Matter and hearing what was alleged by the Advocates respectively for the Complainant and also for the Defendants Gooroosawmy Chetty and Raguvan chetty and also the Advocate General on behalf of the charities and upon reading an affidavit of the due Service on the Defendants B. Vadachella Moodly Seaguroy Moodly and Samadoray Moodly of Notice of this Cause having been Entered for hearing upon further directions and on hearing what was alleged by the Advocate for Vadavathamall on the said Decretal order mentioned and upon hearing read the said Decretal order of the Nineteenth day of February one Thousand Eight Hundred and Twelve and the Report of the Master of this Court dated the Seventh day of May one Thousand Eight Hundred and Twenty Eight and the order made in this Cause on the Fifth day of August one Thousand Eight Hundred and Twenty Eight and the Masters further Report Consequent thereto bearing date the Twelfth day of September one Thousand Eight Hundred and Twenty Eight and also an order of this Court of the Twenty fourth day of September one Thousand Eight Hundred and Twenty Eight whereby the said last mentioned Report became absolutely confirmed and also upon hearing read the order made on the Twenty first day of September one Thousand Eight Hundred and Twenty two Entitled in the said original Cause wherein Streeperumadore Annasawmy Moodelliar is Complainant and Streeperumadore Vadachella Moodelliar and others are Defendants the Masters Certificate dated the Fourth

day

day of March one Thousand Eight Hundred and Twenty Eight Entitled as last aforesaid a Certificate of the Accountant General of this Court bearing date the Twenty fifth day of April one Thousand Eight Hundred and Twenty Eight Entitled as last aforesaid whereby it appears that in pursuance of the said order of the Twenty first day of September one Thousand Eight Hundred and Twenty two the Sum of Two Hundred and Fifty Eight Madras Rupees Thirteen annas and Eleven Pice 1258.13.11 had been deposited in the Honorable Company's Treasury to the Credit of the last named Cause by Mr Charles Henry Clay the Receiver and also upon hearing the Decretal order bearing date the Seventeenth day of February one Thousand Eight Hundred and Twenty four made in the Cause wherein Vadavathamall is Complainant and Streeperumadore Madaroy Moodelly otherwise called Streeperumadore annasawmy Moodelly and Streeperumbadore Vadachellum Moodelly are Defendants which said Streeperumbadore Madaroy Moodelly otherwise called Streeperumbadore annasawmy Moodelly is the Complainant in this Cause and upon hearing read a Certificate of the Accountant General of this Court bearing date the Twenty Ninth day of January one Thousand Eight Hundred and Twenty four whereby it is Certified that according to the books of the Supreme Court the sum standing to the Credit of the hereinbefore mentioned original Cause wherein Streeperumadore annasawmy Moodelly is Complainant and Streeperumadore Vadachella Moodelly Seroomanum Veeratchella Moodelly and Collah Ravumapah Chetty were Defendants were as follows That is to say—

Pr

In two Promissory Notes of the 6 per Cent Remittable Loan amounting to Sicca Rupees 44,400 or } 46363-3-

In Twenty one Promissory Notes of the 5 per Cent Loan of 18th August 1828 amounting to Sicca Rupees 44,400 - or } 47280-

In two Receipts of the Deputy Accountant General for two 4 per Cent Loan Certificates transmitted to Bengal to be Exchanged for Promissory Notes of the Supreme Government amounting to Sa Rupees 900 - } 958-8-

In five Six per Cent Certificates of this Government amounting to Pagodas 3343-27-22 - or } 11702-9-11

10631-5-1

In Cash 1973-3-10

10828-8-11

Interest due on Government Securities Sa Rupees 103-12-0 or } 110-7-11

Madras Rupees 10839-15-11

and also Several Bonds Securities for money Bills of Sale Grants Deeds Agreements and Mortgages

And after mature Consideration This Court doth think fit to order and Decree and it is accordingly ordered and Decreed that from and out of the Government Securities or Company's Promissory notes so as aforesaid Standing to the Credit of the said Original Cause bearing interest at the Rate of 6 per Cent per annum the Sub Treasurer of Fort Saint George do with the privity of the said Accountant General in the first place Set apart such part and portion of the same as will amount to the Sum of Madras Rupees

S Gnanasawmy Moodelly.
S Vadachella Moodely
Read by Mr Carr in support of the Charge of S Moorooganapathy Moodely this 17 January 1866.
C Sale
Master

Rupees Thirty one Thousand and Five Hundred and that he do place the Same to the Credit of an account to be Entitled "The Charities in the First Schedule to the Masters General Report in this Cause mentioned" and that the said Sub Treasurer do with the like privity of the said Accountant General pay the Interest due on such last mentioned Securities and the interest which hereafter shall or may become due thereon until the further order of this Court unto the Complainant S Gnanasawmy Moodelliar to be by him applied for the purposes and in the performance of the said several charities in the said General Report of the said Master mentioned And this Court doth further order and Decree that out of the said Government Securities or Company's Promissory notes so as aforesaid standing to the Credit of the said original Cause bearing interest at the Rate of Six per Cent per annum The said Sub Treasurer do with the like privity of the said Accountant General set apart such part and portion of the said Securities as last aforesaid as will amount to the Sum of Pagodas Two Thousand for the purposes hereinafter mentioned and this Court doth further order and Decree that after setting apart such Securities respectively the said Sub Treasurer do with the like privity of the said Accountant General sell and dispose of the remainder of the Funds and Securities for money so as aforesaid standing to the Credit of the said original Cause and all Interest due and to accrue due thereon and Convert the same into money and that the said Sub Treasurer with the like privity of the said Accountant General deal of the money to arise from such Sale and disposition of the said Funds and Securities and the interest due thereon in the first place pay to the Advocate General or to Mr Sec his Solicitor the Costs incurred by the said Advocate General attending the Master relating to the Engineers accounts and proceedings had and taken before him in respect of such charities respectively and of appearing upon the Hearing of this Cause for further directions and

Costs

Costs to be taxed by the Master as between Solicitor and Client and such last mentioned Costs to be added at the foot of this Decree and allowed by me of the Judges of this Court he cause to be paid by the said Sub Treasurer with the like privity of the said Accountant General upon the prosecution of this Decree with the amount Certified at the foot thereof and the Judges allocatur thereof and this Court doth further order and decree that the said Sub Treasurer with the like privity of the Accountant General do in the next place from and out of the said money to arise from the Sale and Disposition of the said freehold and the interest due thereon so ordered to pay to the Complainant Annasawmy Moodelly the sum of Pagodas Three Thousand Four Hundred and Eighty four being the amount by the said Master in his said further Report of the Twelfth Day of September one Thousand Eight Hundred and Eighty four and out of the said personal property for and on account and in performance of the said Charities hereinbefore preferred to and in regard to the provision of maintenance of the said Vadavathamall for the purpose of Prosecuting the Clearings of this Cause and this Court doth declare that the said Vadavathamall is entitled to the full benefit of the said decree of this Court bearing date the Fourteenth day of February one Thousand Eight Hundred and Seventy four and to have the moneys thereby ordered to be paid and secured for and in lieu of maintenance paid and secured out of the Funds now in the Honorable Corporation of Fort Saint George to the aforesaid Charity the Costs of the said original Cause and accordingly this Court doth in respect to the said Government Securities or Company's Promissory notes bearing Interest at the

Vadavathamall

Sale

Rate of Six per Cent per annum to the amount of Pagodas Two Thousand so ordered and decreed to be set apart as hereinbefore mentioned order and decree that the said Sub Treasurer with the like privity of the said Accountant General do transfer the same into the name of the said Vadavathamall and transfer and Deposit the same to the Credit of the said Cause in which the said Vadavathamall is Complainant and the said S. Nadaroy Moodelly otherwise called Shunmadoss Annasawmy Moodelly and Shanpanmadoss Vadachellum Moodelly are Defendants subject to the further order of the Court and that the said Sub Treasurer with the like privity of the said Accountant General do pay the Interest now due and hereafter to become due on the said last mentioned Securities to the said Vadavathamall for her maintenance during her natural Life and from and after her death subject to the further order of the Court and this Court doth further order that the Master do tax the said Vadavathamall her Costs of the said Cause by appearing before the Master in this Cause and by appearing on the hearing of this Cause and also her Costs of proceedings to Enforce performance of the said Decree and that the said Master do on the sum of Two Thousand Pagodas in the said last mentioned decree mentioned Calculate Interest at the rate of Six per Cent per annum from the date of that decree up to the date of this present decree and that the said Master do Certify the amount of such Interest and Costs and also the amount of the Taxed Costs of the said Vadavathamall in obtaining the said last mentioned decree and that the amount of such Interest and Costs and of the said sum of one Thousand three Hundred and forty Pagodas be added at the foot of this decree to be signed by one of the Judges of this Court and that upon production thereof the said Sub Treasurer with the like privity of the said Accountant General do pay the same to the said Vadavathamall or to Mr Vinach her Solicitor from and out of the moneys to arise by such sale and disposition aforesaid

Provisions

Complainant

mentioned of the said funds and securities and the interest thereon and this Court Doth further order that after such payments and Deductions hereinbefore directed the said Sub Treasurer and the Lords priority of the said Accountant General do pay to Mr Peed the Complainants Solicitor the Sum of One Pound standing to the Credit of the said original Cause for and on the behalf of the said Complainant and in part satisfaction of the amount found and reported by the Master to be due by the Defendant D Vasachella Incumbrancer to the said Complainant and this Court Doth further order that the Master do Certify the amount which shall be remaining due from the said Defendant Vasachella Incumbrancer to the said Complainant and that in Certifying the said amount the said Master do give Credit to the said Vasachella for the monies which the said Mr Peed for and on behalf of the said Complainant shall so receive from the said Sub Treasurer of Exchequer in pursuance of this Decree and for all such monies as the said Complainant shall recover and receive in a Cause pending in this Honorable Court on the Equity side thereof wherein David Pugh and Christopher Trenchard are Complainants and the said Vasachella Incumbrancer Moodelliar and Collock Ramanaden Chetty are Defendants and that the said Defendant Vasachella do pay to the said Complainant the amounts to be so Certified by the Master within one Month from the service of a Copy of this Decree and the Masters said Certificate on the said Defendant and this Court Doth further declare that the said Complainant is Entitled to have and possess and hold in part of the Lands Houses and Premises belonging to the Estate of the said Solator Moodoo Moodelliar and particularly specified and Enumerated in the second part of the Income schedule annexed to the said Masters Annual Report Excepting the Two Houses and

and Garden Situated at Pamboore which were bequeathed by the said S. Moodoo Moodelliar for Charitable purposes and Doth accordingly order and Decree that the said Sub Treasurer with the Leave priority of the said Accountant General do deliver to the said Complainant or his Solicitor all the Bonds Securities for money Bills of Sale Grants Deed agreements and mortgages now standing in the said Treasury to the Credit of the original Cause first above named and mentioned in the said Certificate of the said Accountant General and it appearing by the Masters said General Report that there are numerous Debts outstanding due and owing to the said Testators Estate This Court Doth order and Direct that in default of the said Vasachella within Six weeks from the Service of a Copy of this Decree and the Masters Certificate on him or his Solicitor paying to the Complainant what the Master shall so Certify to be due to him by the said Defendant Vasachella the said Complainant be at liberty to Call in Sue for and recover such and so many of such outstanding Debts as may be Recoverable and to use the said Vasachellas name for that purpose indemnifying him against all Costs of such proceedings and after deducting the necessary Costs Charges and Expences attending the Same he is to give Credit to the said defendant Vasachella for all such monies as he shall recover on account of such outstanding Debts nevertheless without prejudice to the Complainants right of proceeding in the usual way to Enforce

enforce the performance of this Decree and all Parties interested in the Matters aforesaid or in any of the Sums hereby directed to be set apart and appropriated subject to the further order of this Court are to be at liberty to apply to this Court as touching the same as they shall be advised and the said Complainant by his Counsel waiving all further claims and Demands whatsoever against the said defendants Colla Coomaraswamy Chitty Colla Rajanah Chitty Segaraj Moodelly Changaray Moodeliar and Namasiwaya Moodeliar in respect of the matters submitted by the Master in his said General Report to the Judgment of this Court that is to say whether the Evidence of interference and participation in the Management of the Property belonging to the Estate of the Testator Modoo Moodeliar in Capacity of Executors in so far as the same respects and as shewn by the said Securities set forth in the Eighth schedule to the said Masters Report annexed and under all the Circumstances therein before stated did make the said Executors Chinna Manaelamoony Moodelly Colla Ramanahah Chitty and Soonnamma Veeratachella Moodelly or their respective Executors or Representatives by Reason liable and having acted in Conjunction and as such jointly and severally responsible to account for the whole of the said Estate and Securities as included therein or whether

under

under all the Circumstances in the said General Report mentioned ought to be taken as against the said Executors Chinna Manaelamoony Moodelly Collah Ramanahah Chitty and Soonnamma Veeratachella Moodelly or either or any of them in respect to the said Securities which have not been traced or otherwise accounted for being those in the Eighth Schedule to the said General Report annexed marked N. Two Hundred and Thirty one Thousand Two Hundred and fifty four £. Two Hundred and Ninety £. Three Hundred and Forty £. Two Hundred and thirty Six and found to be paid in Cash to Ayah Pillay as in the said General Report before mentioned. This Court doth not give any opinion in respect of the said matters or either of them but submits the same to their Judgment by the said Master and this Court doth further order that the Costs of the Complainant in this Cause be taxed by the Master and paid by the Defendant Veeratchella and as between the Complainant and the Defendants Coomaraswamy Chitty and C. Rajanah Chitty and Segaraj Moodeliar and Namasiwaya Moodeliar and this Court direct that the said Complainant and the said several last named Defendants do pay their own Costs respectively.

By the Court.

The Lord Comptroller

Lord Lauderdale

Lee

Folios 38 to 47.

In the Supreme Court of Judicature at Madras

Equity Side — First Term 1829.

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice

The Honorable Sir Robert Buckley Comyn Knight
and

The Honorable Sir George William Ricketts Knight
His Majesty's Justices.

Friday the Sixth day of February one Thousand Eight Hundred and Twenty Nine and in the Fifth Year of the Reign of His Majesty King George the Fourth

Between Thomas Cockburn Surviving Executor of Edward Raphael Deceased
Complainant

and

Anna Moorat Edward Moorat and John Moorat Executrix and Executors of Samuel Moocarlish Moorat Deceased
Defendants

This Cause Coming on the Third Fourth Fifth and on this Sixth day of February Instant to be heard and debated before the Honorable the Judges of the Supreme Court of Judicature at Madras upon the Bill and Answer in the presence of Counsel learned on both sides upon hearing read the Will of Edward Raphael the Testator in the pleadings of this Cause named bearing date Fourteenth day of February one Thousand Seven Hundred and Ninety one and the Paper writing in the said Will referred to bearing date

Ralph Palmer
Robert Comyn
G. W. Ricketts

the

the Thirty first day of December one Thousand
Seven Hundred and Eighty Nine and also the Bond
of Fund of Charity in the said last named Exhibit
writing mentioned and upon hearing Read also
the orders made in this Cause respectively on the
and Thirteenth days of June one Thousand Eight
Hundred and Twenty Eight and upon hearing
also the Certificate of the Accountant General of
Court bearing date the Twenty fourth day of June
Thousand Eight Hundred and Twenty Eight
it appears that in pursuance of the said orders
Thirteenth day of June one Thousand Eight
and Twenty Eight the Defendants have deposited
Honorable Courts Treasury to the Credit of the
Edward Raphael Decreed Three Government
amounting to Sicca Rupees Three Lacs (3000
whereupon and upon debate of the Matter
hearing what was alleged by the Advocates
Side and on Mature deliberation had therein
Court doth think fit to order and Decree
accordingly order and Decree that it be referred
the Master of this Honorable Court to take
of all and singular the personal Estate and
the said Edward Raphael the Testator in the
in this Cause named not Specifically bequeathed
of the interest dividends profits and proceeds
from the same or any part thereof which were

possessed got in or received by Samuel Mocatich Moorat
in the pleadings in this Cause named in his life time or by
any person or persons by his order or for his use and of the
application thereof on the foot of the four Several accounts in
the Pleadings in this Cause mentioned to have been stated and
Settled by and between the said Complainant and the said
Samuel Mocatich Moorat on the Twenty Second day of April
one Thousand Eight Hundred and one and let the Master
Enquire and State whether any and what parts or part of
the said Estate and Effects or of the interest dividends and profits
and proceeds of the same so possessed or received as aforesaid were
or was Ever and when invested by the said Samuel Mocatich
Moorat in any and what Securities or Security bearing interest
and at what Rate or Rates of interest respectively and at what
period or periods such interest became payable and was
received by the said Samuel Mocatich Moorat or without
his wilful neglect or Default might have been so
received and Let the Master also Enquire and State
whether any and what parts or part of such Estate and
Effects or of the Interest dividends profits and proceeds thereof
so received or possessed as aforesaid were or was retained or
Kept by the said Samuel Mocatich Moorat in his own
hands for any and what period or periods respectively and
if so whether during such periods or any or Either of them
the said Samuel Mocatich Moorat had any and what
opportunities or opportunity of investing the same or
any and what part thereof in any and what Securities

or Security of the Government of Fort Saint George or Bengal respectively bearing interest and in Case the Master shall find that the said Samuel Moorcraft Moorat did retain in his hands any part of such Estate or Effects beyond any period when he might have invested the Same in any or Either of such last mentioned Securities then let the said Master Inquire and state the particular Rate or Rates of interest which such Securities respectively then bore and let the Master ascertain and State what was or were the amount and particulars of the said Testators Estate and Effects remaining in the hands Possession or Powers of the said Samuel Moorcraft Moorat and due from time to the said Estate at the time of his death and whether any and what parts or part of the Same or of the interest dividends Profits and proceeds thereof have or hath been and when and in what manner been Possessed got in or received by the said Defendants Edward Samuel Moorat and John Samuel Moorat or Either of them or by any person or persons by their orders or for their use or which but for their wilful neglect or Default might have been possessed got in or received and at what period or periods respectively

(and

and how and in what manner the Same have or hath been Assets or Disposed of and in taking the said account the Parties are to produce before the said Master upon oath all Deeds writings Papers and books of account in their Custody or Powers relating to the Matters in question and all parties are to be Examined upon oath or Interrogatories as the said Master shall direct and the Master is to make in both Sides all just allowances and this Court doth further order and Decree that the Several Securities for money deposited by the said Defendants in the Treasury of Fort Saint George pursuant to the said orders made in this Cause on the Thirteenth day of June one Thousand Eight Hundred and Twenty Eight and now Standing to the Credit of the Estate of the said Testator Edward Raphael Deceased and all Interest accrued and to accrue thereon be transferred by the Sub Treasurer of Fort Saint George with the privity of the Accountant General to the Credit of the Cause without prejudice nevertheless to the Claim of the Defendants to so much thereof together with interest as Exceeds the Sum of Pagodas Eighty Seven Thousand five Hundred and thirty five and Cash sixty being the amount admitted by the answer of the said Defendants to have been in their hands in the month of august one Thousand Eight Hundred

(and

and Twenty Seven belonging to the Estate of the said Testator together with interest on the said last mentioned Sum from that Date And this Court doth reserve the Consideration of all further directions and of the Costs of this Suit until after the Master shall have made his Report and both parties are to be at Liberty to apply to this Court as there shall be occasion. —

By the Court

Reed Varnum
Complts Solr

Jno. Paxton
Thos. Reed Register

Defendants Solicitor

In the Supreme Court of Judicature at Madras
Equity side First Term 1829

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice

The Honorable Sir Robert Buckley Comyn Knight
and

The Honorable Sir George William Rickells Knight
His Majesty's Justices

Tuesday the Seventeenth day of February one Thousand Eight Hundred and Twenty nine and in the Tenth Year of the Reign of His Majesty King George the Fourth

Between Conjeveram Mootia Moodelliar
Complainant

and

Naidavoyel Annasawmy Pillay - Defendant

And by Bill of Revivor

Ryahsawmy Moodelliar and Cannoo Shee Executor and Executrix of Conjeveram Mootia Moodelliar Deceased - Complainants

and

Naidavoyel Annasawmy Pillay - Defendant

And by Amended Bill of Revivor and Supplement Shevagunga Unnall Commonly called Sivva Cannoo Unnall - Complainant

and

Annasawmy Pillay and Herbert Compton Esquire Advocate General - Defendants

This Cause Coming on the Seventh Ninth and Sixteenth Days of February Instant and also on this present day

Robert Comyn
G W Rickells

to

to be heard and debated before the Honorable two of the Supreme Court of Judicature at Madras in presence of Counsel learned on both Sides upon hearing the original Bill of the Complainant Conjeveram Mudeliar Moodelly the Bill of Revivor of the two Complainants Iyasawmy Moodelly and Cannoo Executor and Executrix of the said Conjeveram Mudeliah Moodelly the respective Court bearing date Respectively the Fourth and Fourteenth days of April one Thousand Eight Hundred and Seventy whereby the said Suit and proceedings had thereon were revived and also upon hearing read the answer and further answer of the said Defendant Naidaroyel Annasawmy Pillay the amended Bill of Revivor and Supplement of the said Complainant Shevagunga Ummall Commonly called Siva Cannoo Ummall the answer of the said Defendant Naidaroyel Annasawmy Pillay and the answer of the Advocate General to the said amended Bill of Revivor and Supplement and upon hearing read the last Will and Testament of Cam Pachenpah bearing date on a day corresponding with the Twenty second day of March one Thousand Seven Hundred and Ninety four and also hearing read the order made in the Cause wherein the said Shevagunga Ummall is Complainant and the said Naidaroyel Annasawmy Pillay is Defendant and bearing date the Fourth day of February Instant whereby it was ordered that upon the Hearing of the said Cause mentioned Cause the Advocate General should be at liberty to produce and read the Examination of Defendants Shevamoogaroyen Moodelly a Witness in the said Cause taken before the Master in the said Cause wherein Shevagunga Ummall is Complainant and the said Naidaroyel Annasawmy Pillay and the Advocate General are Defendants saving all just Exceptions and upon hearing read also the

Depositions of Witnesses together with the Exhibits adduced on all Sides Respectively whereupon and upon Debate of the Matter and hearing what was alleged by the Advocates on all Sides and on mature Consideration had thereon This Court Doth order and Decree by and with the Consent of Mr Battie on behalf of the Complainant Shevagunga Ummall of Mr Lewes on behalf of the said Defendant Annasawmy Pillay and of Mr Advocate General on his own behalf that this Cause do stand dismissed without Costs and this Court Doth further order that the Sum of Madras Rupees Two Hundred Eighty five Thousand one Hundred and Ninety Six annas Thirteen and Pice Eleven appearing by the Certificate of the Accountant General of this Court bearing date Seventeenth February Instant to be standing to the Credit of the Causes of

Iyasawmy Moodelliar and Cannoo Executor and Executrix of Conjeveram Mudeliah Moodelliar Deceased Complainants to

Naidaroyel Annasawmy Pillay Defendant

By Revivor and Supplement

Sevagunga Ummall Commonly called Siva Cannoo Ummall Suing as the Sole Surviving Widow and personal Representative of C: Mooliah Moodelliar Deceased Complainant

vs

N. Annasawmy Pillay and Herbert Compton Esqre the Advocate General Defendants

Herbert Compton Esqre the Advocate General at the Relation of Cheambara Theroidar Sadanonga Meerchedar and Ruttinapoothoma Meerchedar

vs

N. Annasawmy Pillay

and by Supplemental Information

Herbert Compton Esqre Advocate General

vs

N. Annasawmy Pillay and Sevagunga Ummall Commonly called Siva Cannoo Ummall

Together

Together with all subsequent interest due thereon and also the three bags under Seal said to contain Jewels appearing by the said Certificate of the Accountant General to be standing to the Credit of these Causes be by the said Accountant General transferred to the Credit of the said Cause Entitled Herbert Compston Esquire the Advocate General at the Relation of Cheambara Theeshesan Soobramanya Theeshesan and Ruthnapeesha Theeshesan ~~versus~~ N. Annasawmy Pillay and by Supplemental Information Herbert Compston Esquire Advocate General

~~versus~~

N. Annasawmy Pillay and Shevagunga Ummall Commonly Called Siva Cannee Ummall

And this Court Doth further order and Decree that upon such transfer being made the said Complainant Shevagunga Ummall be at Liberty to apply in the said last mentioned original and Supplemental Cause Entitled Herbert Compston Esquire The Advocate General at the Relation of Cheambara Theeshesan Soobramanya Theeshesan and Ruthnapeesha Theeshesan versus Annasawmy Pillay and Herbert Compston Esquire Advocate General ~~versus~~ N. Annasawmy Pillay and Shevagunga Ummall Commonly called Siva Cannee Ummall to have out for the sum of Madras Rupees Five Thousand Eighty Five Thousand one Hundred and Ninety six annas Fourteen and Pice Eleven with all Subsequent interest due thereon when so transferred as aforesaid the Sum of Four Thousand and Five Hundred Rupees being the

Sum

Sum admitted by Mr. Battie of Counsel for the said Complainant Shevagunga Ummall to be the amount of the arrears of maintenance due to the said last named Complainant prior to her and also to have the further Sum of Rupees Seven Thousand being Equal to the Sum of Pagodas Two Thousand set apart for the purpose of securing her future maintenance during her life and for all necessary and Consequential directions for the purpose of Effectuating the Same—

By the Court

Victor
Registrar

Wm. Battie
Solr for Compltt Shevagunga Ummall

Thos. Reed
Solr for the Advocate Genl

In the Supreme Court of Judicature at Madras.
Equity Side
First Term 1829

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice

The Honorable Sir Robert Buckley Comyn Knight
and

The Honorable Sir George William Rickells Knight
His Majestys Justices.

Wednesday the Twenty Fifth day of February one Thousand Eight Hundred and Twenty nine and in the Tenth Year of the Reign of His Majesty King George the Fourth

Between David Pugh and Christopher Breethaupt
Complainants

and

Sheepermadoor Vadachella Moodelly
Sheepermadoor Annasawmy Moodelly
and Collah Ravanajah Chetty
Defendants.

This Cause coming on the Third day of February Instant and also on this day in presence of Counsel on both Sides to be heard for further directions and upon hearing Read the Decretal order of this Court made in this Cause bearing date the Thirty first day of July one Thousand Eight Hundred and Nineteen and also the Decretal order of this Court made in this Cause bearing date the Eighteenth day of September

Now

Thousand Eight Hundred and Nineteen - The
General Report of the Master of this Court
made in the Cause wherein by Original Bill
the said Streeperumbadoore Annasawmy Moodely
is Complainant and Streeperumbadoore Vadachella
Moodelly and others are Defendants and wherein
by Bill of Revivor the same Party is Complainant
and the said Streeperumbadoore Vadachella Moodelly

" Streeperumbadoore Annasawmy
" Moodelly Complainant
and
" Streeperumbadoore Vadachella
" Moodelly Veroomanum Vencatachella
" Moodelly and Collah Ramapah Chetty
" Executors of Streeperumbadoore Moodo
" Moodelly deceased - Defendants

And by Revivor

" Streeperumbadoore Vadachella Moodelly
" the Surviving Executor of the Last Will
" and Testament of Streeperumbadoore
" Moodoo Moodelly deceased and Collah
" Veeroosawmy Chetty and Collah
" Rayanah Chetty the Executors of the Last
" Will and Testament of Collah Ramapah
" Chetty who was one of the Executors of the
" Last Will and Testament of the said
" Streeperumbadoore Moodoo Moodelly
" deceased and Tayaroy Moodelly the Son
" and personal Representative of Veroo-
" manum Vencatachella Moodelly
" deceased and Chinglenpet Moodelly
" Annasawmy Moodelly the
" Mamerbanoney deceased

bearing date the Seventh day of May one Thousand Eight
Hundred and Twenty Eight whereby the Master among
other things has Certified that the said Defendant Streeperum:
Vadachella Moodelly has no interest or share in
the said Company's Bond for Siccа Rupees Fifty Thousand
in the Pleadings of this Cause mentioned and also whereas
bearing Date the Decretal Order made in the said last
mentioned Cause and bearing date the Third day of
February Instant and upon hearing read the Certificate
of the Accountant General of this Court bearing date the
Twenty Fifth day of February Instant whereby it is Certified
that according to the Books of the Supreme Court there was
standing to the Credit of this Cause on the Second day of
February Instant the Sum of Madras Rupees Ninety three
Thousand Six Hundred and Fifty three annas Ten and
Pice one and upon hearing read the Certificate of the
Registrar bearing date the Twenty fifth day of February
Instant whereby it is Certified that no orders has been
made in this Cause since the Second day of February
instant whereupon and upon Debate of the Matter
and hearing what was alleged by the Advocates on
Either Side and on Mature deliberation had thereon
This Court Doth think fit to order and Decree
Doth accordingly order and Decree that the Bill of
Complaint filed in this Cause be as against the Defend
Defendant Annasawmy Moodelly be Dismissed and
that the Masters do tax the Costs of the said Defend
Streeperumbadoore Annasawmy Moodelly and the
the same when taxed be paid by the Complainant
This Court Doth further order that the Sub Treas
do with the Privity of the said Accountant General
Bill and Deposits of so much of the said Sum of Madras

Rupees Ninety Seven Thousand Six Hundred and Fifty Nine annas Four and Pice one of Hearing by the said Certificate of the said Accountant General to be standing to the Credit of the Cause as is now remaining in Securities and that the said Sub Treasurer Do with the like privity of the said Accountant General pay the money arising from the Sale of the said Securities and also the full amount of the Dividends of the said money remaining in the Treasury to the Credit of the said Cause to Mr. Thomas Peel the Solicitor for the said Defendant Sheshereembadoss annasawmy Moodelly for and on behalf of the said Petitioner mentioned Defendant —

By the Court

Entered —
Sub Asst
do to Treasurer
Bombay

Approved
E Letchmon
Cobb for Comptr

Matty
Registar

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Supreme Court
Equity Side

The Honorable Company
of Merchants of England
trading to the East Indies

vs

Coniaderam Coral
Mareicapa Pillay and
others.

Draft Decree.

In the Supreme Court of Judicature at Madras
Equity Side First Term 1829

Present

The Honorable Sir Ralph Palmer Knight
Chief Justice
The Honorable Sir Robert Buckley Comyn Knight
and
The Honorable Sir George William Ricketts Knight
His Majesty's Justices

Monday the Second day of February one Thousand Eight Hundred and Twenty nine and in the Tenth Year of the Reign of His Majesty King George the Fourth

Between Benjamin Meder
Complainant

and

John DeFries the Son of John DeFries Deceased John DeFries the Natural Son of Adrian DeFries Deceased Georges & Thomas DeFries another of the Natural Sons of the said Adrian DeFries Deceased
Defendants.

This Cause Coming on the Thirtieth day of September last the First day of October last and also on this present day to be heard and debated before the Honorable the Judges of the Supreme Court of Judicature at Madras in the presence of Counsel learned on both Sides upon opening the amended Bill of Complaint of the above

Robt Palmer C.J.
Robert Comyn
C. W. Ricketts

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