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Ending 15th November
1833

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In the Supreme Court of Judicature at Madras

Sittings after the Fourth Term 1832

Equity Side

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Tuesday the Thirtieth day of October One thousand eight hundred and thirty two And in the Second year of the Reign of His Majesty King William the Fourth. Between Herbert Compton Esquire Advocate General of the United Company of Merchants of England trading to the East Indies at their Presidency of Fort Saint George Madras by and at the relation of Chedumbara Theeshedar Sabapady Theeshedar Soobramoneya Theeshedar and Ruthna Pooshana Theeshedar . . . . Informant

and

Annasawmy Pillay the Son and personal representative of Iyah Pillay who was the Son and personal representative of Pownay Narrain Pillay and which said Narrain and Iyah were the Executors of Patcheappah Moodally Deceased. Defendant

By Supplemental Information

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

Nadavayel Annasawmy Pillay and Shevagunga Ummall otherwise called Teeva Coomoo Ummall . . . . Defendants

And By Revivor

George Norton Esquire the Advocate General of the said United Company at their Presidency aforesaid in Succession to Herbert Compton Esquire . . Informant

and

Parendary Ummall the Widow and personal representative of the said Defendant Nadavayel Annasawmy Pillay Deceased . . . Defendant

Ralph Palmer

Robert Comyn

This Cause Coming on this day to be heard for further directions touching the Charitable bequest of One Lac of Pagodas in the pleadings mentioned reserved by the Decretal Order of the Eighth day of April One thousand eight hundred and twenty nine made in the said Original and Supplemental Informations And also upon the Report of the Master dated the Twenty Ninth day of October instant —

made in pursuance of an Order of this Court of the Twenty third day of October instant upon the Petition of the Advocate General in this Cause Upon Opening and debate of the Matter and hearing what was alleged by the Advocate General on his own behalf the Counsel for the said Defendant Pavenday Ummall appearing and offering no opposition to the application of the said Advocate General Now upon hearing read the Decretal Order made in the Original Information bearing date the Third day of February One thousand eight hundred and twenty Six the Report of the Master made in pursuance thereof bearing date the Twenty first day of March One thousand eight hundred and twenty nine Whereby amongst other things he Certified that after allowing for the several payments in the said Report mentioned for and on account of the said principal money of One Lac of Pagodas there remained for Principal and interest a Sum of Pagodas One Lac twenty thousand two hundred and eighty one fanams twenty and Cash fifteen or Rupees Four Lacs twenty thousand nine hundred and eighty five and Annas One then due and owing for and on Account of the said Charitable bequest of One Lac of Pagodas and in respect to the future performance of the said Charities He Certified that the Advocate General had filed in his Office a Scheme or proposal to the adoption of which the Defendant N. Annasawmy Pillay had consented and in pursuance thereof He further Certified that the said Sum of One Lac of Pagodas and the interest thereof or such Sum as might be realized for and on account of the said Charitable bequest Secured and payable as thereinbefore mentioned should be appropriated and applied for the performance of such Charities Ceremonies and religious observances at the several places mentioned in the list referred to in and by the said Decree of Third February One thousand eight hundred and twenty Six in the proportions following (that is to say) assuming the Interest to amount annually

to

to Pagodas Five thousand.

	Pagodas
At Chedumbaram Annually	1120
at Shally .... do	120
Vevattamoordee ... do	410
Combaconum .... do	100
Teruvair .... do	390
Jambachalsweram . do	120
Sherungum ... do	240
Tanjore .... do	120
Teruvalure alias Teroovaulore do	240
Madura .... do	360
Avadiar Pagoda . do	120
Ramaswaren . do	120
Sechammals Choultry near Chedumbaram do	100
Teroopanandal Pagoda do	120
Benares do	240
Perry Conjeveram do	360
Trevattoor do	240
Triplicane do	120
Chinna Conjeveram do	120
Teroovanamally do	120
Teroomallavaygel do	120
Pagodas	5000

And whereby He further Certified that the Sum that might be recovered for and on account of the said Charitable Bequest ought to be secured or again vested in Government Securities and that if the Amount of interest yielded by the Principal Sum so vested should be more or less than the said Sum of Five thousand Pagodas or Seventeen thousand and five hundred Rupees or if the rate of interest allowed by the East India

Company should thereafter be diminished or increased the Sum so
Specified to be laid out or expended should be increased or diminished in
11 the same rates or proportion and that if the Sum which should be
forthcoming should exceed One Lac of Pagodas the Amount of such
Excess should be distributed in the manner therein and hereinafter next
mentioned that is to say

First - In preparing durable Tablets or Monuments in Stone or Metal
according to the usage and practise of the Country in like Cases with
short but suitable inscriptions therein to record and Commemorate
12 the legacy which had been bequeathed by the Testator Patcheapah
and that one of such Tablets or Monuments should be placed
at each of the places mentioned in the said list And the same
should contain a Specification of the Sum which might be appropriated
by the said Decree for such place and also of the Charity or
religious Ceremony intended to be observed or performed and a
Statement that the principal Amount had been deposited in the said
13 Treasury under the Controul and direction of this Honorable Court to
the End that all persons who might thereafter be interested in the
said Charities or religious Ceremonies might at all times be
informed thereof and might be enabled to seek redress if the
Charities or religious Ceremonies should not be performed or if the
Sums decreed and paid should be misapplied.

Secondly In repairing such Religious Edifices Choultries and other
14 buildings as might have been erected by the Testator or by his
family for Religious or Public purposes and

Thirdly In establishing or repairing other Buildings or Choultries for the
use and Comfort of Travellers proceeding to any or to either
of the places mentioned in the List and deemed Holy by the
Hindoos.

And whereby the said Master further certified that in as
much

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much as it appeared that a certain Village called Terrenjoody which is Situated
15 near Chedumbaram aforesaid was granted to the Testator Patcheapah in his
life time by the late Rajah of Tanjore on a Shotrium tenure in perpetuity and
at a low Rent and that such Village had always yielded a clear annual
profit of Three hundred and fifty Pagodas and in as much as the profit
had theretofore been appropriated to Charitable purposes at Chedumbaram
16 He Submitted that the Advocate General ought in Concert with the Collector or
other Competent Authority to adopt proper means for Commemorating the
right of the Testator to such Village and to provide that the future rents
or profits thereof might be duly applied to Charitable purposes under Sufficient
Controul And the said Master Submitted that in respect to all the
places in the said List mentioned as are respectively Situated at a
distance from Madras but within the Madras Government the persons
17 who might be entrusted with the Administration of the funds might not be
Subject to a requisite Controul that therefore it might be advisable to obtain
from the duly Constituted Authorities that the Administration of Such
respective funds should be placed under the established responsible Sources
for such Religious and Charitable performances and that provision
might be accordingly so made for all places in the said List
18 mentioned with the exception of Benares Terroovatoor Triplicane
and Teroomalavayel And the said Master further Certified
that in Administering or applying the Sums which had been bequeathed
either in the performance of Religious Worship or for Charitable
purposes regard should be had to the particular form of Worship
professed or Supported by the Testator in his life time and by his
family Since his death and also to the employment and relief of
19 Such Class or Classes of Priests or Bramins as were employed
and relieved by the Testator in his life time and also to the Selection
of such poor persons as were deemed the Objects of the Testators
bounty

bounty and He further submitted that the Advocate General ought in Concert with the Government to place the Charitable and other Funds to be distributed at the respective places mentioned in the List except Benares Teroovator Triplicane and Teroomalavagel as aforesaid under the Control of such Public Servants as aforesaid and that such Public Officers should require yearly and every year a Certificate or acknowledgment under the Signature of the Head or Principal Priest at such place of Worship or of distribution which should Contain a Declaration or acknowledgment that the annual Sum had been duly received and properly administered or applied towards the purposes intended by the Testator and Specified in the said List And He further Certified that the Sums bequeathed for Charities directed to be performed at Treevator Triplicane and Teroomalavagel respectively should be paid annually to the Dermakhatrahs or Church Wardens of the respective Pagodas at such places respectively and that they should respectively obtain yearly and every year a Certificate or acknowledgment from the Head or principal Priests or Bramins of such Pagodas respectively therein Certifying or acknowledging that the Sum bequeathed had been duly appropriated in Compliance with the directions of the Testator which Certificate or acknowledgment should be produced and verified when required by the Advocate General for the time being And He further certified that at the places respectively Specified in the said List where Worship was directed to be performed and Rice to be administered to the Poor the Sum to be expended in Worship and in the Ceremonies connected therewith should be kept Seperate and distinct from the Sum to be laid out in distributing Rice

to

to the Poor and that the Sum of Four hundred and eighty Pagodas annually should be allowed for the Worship of Sabaupatee Sawmy at Chedumbaram in the Southern district of Arcot the Sum of Two hundred and forty Pagodas annually for the Celebration of the two Principal Festivals And the Sum of Two hundred and forty Pagodas annually to be distributed to the Poor at Chedumbaram aforesaid on the occasion of such Festivals which are performed there annually in the Months of June and Decembr And that that the Sum of One hundred and twenty Pagodas should be allowed or paid annually for the evening Worship of Mahalingum Sawmy at Trevattamoordoor and that the Sum of Two hundred and forty Pagodas should be allowed annually for providing Rice to be distributed to the Poor in a Choultry at the last mentioned place and that in as much as it appeared from the List that a certain Charity therein called Worshipping the married Bramin Couples residing at the last mentioned place was to be performed the Sum of Fifty Pagodas should be applied annually for the purchase of Cloths to be distributed among such of the married Bramins residing at such last mentioned place as by reason of their poverty or of their having devoted their lives to Religious purposes might be most deserving of such Charitable aid And that in like manner and for distribution to such married Bramins at Combaconum aforesaid as might appear to be most deserving of Charitable aid for the reasons therein last mentioned the Sum of Fifty Pagodas should be applied annually for the purchase of Cloths and that the same should be distributed accordingly and that the Sum of Fifty Pagodas should be applied annually at the last mentioned place for the Worship of the Hindoo Deity Sawrungapany Sawmy and which Worship is called Tattacheethakum and that the Sum of One hundred and twenty Pagodas should be applied

annually for the daily Worship of Panchanadaha Sawmy at —
Terrowair and that the Sum of Two hundred and forty Pagodas
be applied annually for the distribution of Rice daily to Poor
People at the last mentioned place and the Sum of Thirty
Pagodas as an Annual Gift called Verasthathellum to a
Tombaram or Abbott named Samanada Murty to enable him
to perform certain Charities established at the last mentioned
place and that the Sum of Two hundred and forty
Pagodas should be applied annually for the purpose of
distributing Rice daily to the Poor at Madura And the —
Annual Sum of One hundred and twenty Pagodas for
Worshipping the Goddeſs Meenachee Ummen at the place
29 last mentioned and that the Sum of Two hundred and forty
Pagodas should be applied for each year in distributing Rice
daily to the poor Bramins at the Choultry of Paria Conjeeveram
and the Sum of One hundred and twenty Pagodas be allowed
annually for midnight Worship at the Pagoda of Yagambaram
at the place herein last mentioned and that the Decree —
that might thereafter be made by this Court or such parts
30 as might be deemed Sufficient should be translated into the —
Malabar and Gentoo Languages and written in parchment —
and transmitted to the principal Bramin and Dunnat Curtra
at each of the places mentioned in the said List at which —
Charities or Religious Ceremonies are directed to be performed
And upon hearing read the said Decretal Order bearing
date the eighth day of April One thousand eight hundred
and twenty nine Whereby it was amongst other things —
31 Ordered and Decreed that after the payments and
deductions

deductions therein mentioned the Accountant General should place the
residue of the Sum of Rupees Two hundred and eighty five thousand
One hundred and Ninety Six Annas thirteen and Pice eleven in the said
Report mentioned and the interest due and to accrue due thereon
to the Credit of the said Original Cause in Trust for the said
32 Charitable bequest of One Lac of Pagodas and it was referred to
the Master to appoint a Receiver of such Sums as were to be —
taken in part payment of the said Charitable bequest as in the said
Report mentioned And as were then outstanding and of the balance
of Pagodas One hundred and twenty thousand two hundred and eighty
one fanams two and Cash fifteen reported to be due in respect of
33 the said Charitable bequest of One Lac of Pagodas and that the —
said Receiver was to paſs his Accounts before the Master and when
and as often as he should have in his hands Five thousand Rupees
he was to pay the same into the Treasury to the Credit of the
said Original Information "Interest for the said Charitable bequest
of One Lac of Pagodas" and as soon as the Receiver should
34 have recovered the whole of the said balance of Pagodas One —
hundred and twenty thousand two hundred and eighty one —
fanams two and Cash fifteen found due by the Defendant N
Annasawmy Pillay he the said Defendant was to be at
liberty to apply touching the residue of the property agreed to be —
aſsigned by him as in the said Report more particularly mentioned
and the Court did by the said Decretal order continue the —
35 reservation of all further directions touching the said Charitable bequest
of One Lac of Pagodas and in the mean time any of the persons
interested in any of the matters thereinbefore mentioned were to be
at liberty to apply to the Court as there should be occasion

And upon reading an Order of this Court of the Thirtieth day of March One thousand eight hundred and thirty whereby it was among other things Ordered that the approval and the appointment therein named of Peter Cator Esquire to be Receiver should be confirmed And upon hearing read an order of this Court made in these Causes on the Twenty third day of October instant upon the Petition of the said Informant George Norton whereby it was Ordered that it be referred back to the Master to enquire and Report who would be fit and proper persons to have the management and Superintendance of the said Several Charities therein and hereinbefore mentioned and referred to and to carry the same into execution having regard to the particular Nature of such Charities and the places where the same are respectively to be performed and what would be a fit and proper mode of management of the same and that in making such enquiry the Master was to take into his Consideration the Amount of the funds then in the Treasury of Fort Saint George standing to the Credit of the said Original Information and the funds which might thereafter be realized on account of the said Charitable bequest and should appropriate the Amount of the same among the Several Charities in such proportions and for such uses and purposes as should be reasonable and just and Consistent with the employment and relief of such classes of Priests or Bramins as were employed and relieved by the Testator in his life time and also with the

Selection

Selection of such Poor persons as were deemed Objects of the Testators bounty and that the said Informant the Advocate General be at liberty to carry on before the Master such further and Supplementary proposals as he might be advised respecting such matters and that the said Master should enquire and Report thereon and that the said Master Informant should be at liberty to set the Cause down to be heard for further directions in regard to the Matters reserved as well upon the further Report of the Master touching the Matters aforesaid as upon the said Masters Report of the Twenty first day of March One thousand eight hundred and twenty nine And upon hearing read the Masters said Report dated the Twenty ninth day of October Instant made in pursuance of the said last mentioned Order (and the Order Confirming the same) (Whereby he amongst other things found that Iyah Sastry Streenevassa Pillay Meenatchiah Braminy Armoogum Moodelly Ragavah Chitty Ramanjadoo Naick & Ygyambaram Moodelly Chocapah Chitty and Wootiagarah & Audenarrainah respectively Hindoo Inhabitants of Madras were fit and proper persons to have the Management and Superintendance of the Charity at Triplicane (which is Situate within the local limits of the jurisdiction of this Honorable Court and to carry the same into execution under the orders and directions of this Court and having regard to the particular nature of the Charities next thereinafter mentioned and the places where the same are respectively to be performed He found that the said Several last mentioned persons were fit and proper persons to have the management and Superintendance of the Several Charities Situated at Chedumbaram Shealy

Trewattamoordoor

Trevattamoordoor Combaconum Tirowair Tambachadwaram Shevungum Tanjore Tiroovadoo alias Tiroovaudoor Madura Avadair Pagoda Ramaswaran Sorbamall's Choultry near Chidumbaram Tiroopanoudel Pagoda Para Congeveram Trivattoor Shunna Congeveram Tiroovanamally and Tiroomalavagel and to carry the same into Execution Subject to such directions as this Court might be pleased to give touching the same and thereby Certified that a certain Regulation entitled A:D: 1817 Regulation **VII** for the due appropriation of the Rents and produce of lands granted for the Support of Mosques Hindoo Temples and Colleges or other Public purposes for the maintenance and repair of Bridges Choultries and Chuttrums and other public Buildings and for the Custody and disposal of Escheats was passed by the Governor in Council of Fort Saint George on the Thirtieth of September One thousand eight hundred and Seventeen (which remains unrepealed and is in full force and operation in the Provinces of that Presidency) whereby certain Rules were enacted to be in force from the date of their promulgation throughout Provinces immediately dependant on the Presidency of Fort Saint George and that amongst such Rules it is declared that the general Superintendance of all endowments in land or money granted for the support of Mosques Hindoo Temples or Colleges or for other pious and beneficial purposes and of all public Buildings such as Bridges Choultries or Chuttrums and other Edifices in the several Provinces dependant on the Presidency of Fort Saint George is thereby vested in the Board of Revenue and that

it

it Shall be the duty of Board of Revenue to take such measures as may be necessary to ensure that all endowments made for the maintenance of the Establishments of the description abovementioned are duly appropriated to the purpose for which they were destined by the Government or the individuals by whom such endowments were made and that in like manner it shall be the duty of that Board to provide with the Sanction of Government for the due repair and maintenance of all public edifices which have been erected at the expence of Government or Individuals and which either are or can be rendered Conducive to the convenience of the Community and that it is incumbent on the Board of Revenue to prevent any endowments in Land or money which have been granted for the Support of establishments of the above description or any public Edifices from being converted to the private use of individuals or otherwise be misappropriated and to enable the Board of Revenue the better to carry into effect the duties entrusted to them by the said Regulations that local agents shall be appointed in each Zillah Subject to the authority control and Order of that Board and that the Collector shall be Ex=Officio one of those agents and that the Governor in Council when he deems it necessary may appoint any other public Officer or Officers from the Civil Military or Medical Branch of the Service to act in conjunction with him and that under the provisions of the said Regulation it will be the duty of the local agents to obtain full information from the public records and by personal enquiries respecting all endowments

Establishments and Buildings of the Nature of those before described and respecting all escheats and to report to the Board of Revenue any instance in which they may have reason to believe that lands or buildings or the Rent of Revenue derived from lands are unduly appropriated being in all Cases careful not to infringe any private rights or to Occasion unnecessary trouble or 53 vexation to individuals and that the local Agents shall Report to the Board of Revenue all Vacancies and Casualties which may occur with full information of all Circumstances to enable that Board to judge of the Nt pretensions of the Person or Persons claiming the trust particularly whether the succession has been heretofore by inheritance in the line of descent or whether the successor has been in former instances Elected and by 54 whom or whether he has been Nominated by the founder or his heir or representative or by any other individual pation of the foundation or by any Officer or representative of Government or directly by the Government itself and that in those Cases in which the Nomination has usually vested in the Government or with the public Officers or in which no private person may be Competent and entitled to make sufficient provision for the succession to the trust and Management it shall be the further duty of the local Agents to propose to the approval and Confirmation of the Board of Revenue any Person or Persons for the Charge and trust Manager or Superintendant strictly attending to

the qualifications of the Person or Persons selected and to any special provisions of the Original Endowments and foundation and to the general Rules or known usages of the Country applicable to such Cases and that on the Receipt of the Report and information so required as aforesaid the Board of Revenue shall either appoint the person or persons Nominated for their approval or should make such other provision for the trust management or Superintendance as might to them seem right and fit with reference to the Nature and Conditions of the Endowments having 55 previously Called for any information from the local Agents that may appear to them to be requisite and that nothing Contained in the said Regulations shall be Construed to preclude any individual who may conceive that he has just grounds of Complaint on Account of any Orders which might be passed by any of the before mentioned Authorities respecting the Nt appropriation of any lands or buildings or any Rents ~~&~~ and Revenues 56 from lands of the Nature of those before described from Nt sueing in the mode and form ~~presented~~ prescribes by the Regulation where Government or Public Officers are parties or under the general provision of the Regulations of the suit be brought against a Competitor or other private Person for the recovery thereof in the regular Course of Law or for Compensation in damages for any loss or injury supposed to have 57 been unduly sustained by him and that the object of the said Regulation was solely to provide for the due appropriation of lands

or other endowments granted for the public purposes agreeably to the
intent of the granter and not to resume any part of them or of their
produce to the benefit of Government and that all buildings Erected
by Government or by individuals for the benefit of the Public
shall be exclusively appropriated to that purpose with the
58 exception of such as have fallen to decay or Cannot be
Conveniently repaired or which Can no longer Contribute to
the Accommodation of the Community and the legislative
provisions at the time of the passing of the said Regulation
in force or which may thereafter be enacted to the punishment
of fraud or embezzlement in the Native Servants of Government
employed under the Collector in the Department of the land
59 Revenue shall be held applicable to all Native Servants and
to all Trustees Managers or Superintendants employed or
Charged with the Settlement Custody or appropriation of the
Revenue funds or other Property of the public institutions
referred to in the said Regulation and the said Master
Submitted for the Consideration of this Court whether the
proportion of the funds then standing to the Credit of the Orig
Information in the Treasury of Fort Saint George and the
60 Funds which might be thereafter realized to be appropriate
for the performance of the said several Charities at Chedumbra
Shealy Tiruvattamoordoor Combaconum Tiroovear Sambachaseweram
Streerungum Tanjore Tiroovaloor alias Tiroovantoor Madura
Avadiar Pagoda Ramaswaram Soobamals Chaultry near Chedumbra
Tiroopanandel

Tiroopanandel Pagoda Perry Conjeveram Tiruvattoor Chinna Conjeveram
Tiroonamally and Tiroomalavoyel should not be directed to be paid to the
said Iyah Sastry Streenevassa Pillay Meenatchiah Braminy Armoogum
Moodelly Ragavah Chitty Ramanjooloo Naick Yagambaram Moodelly
Mr Chocapah Chitty and Woolagara Audenarrainiah as Trustees for the
Management and Superintendance of the said several Charities to be
performed within the provinces of this Presidency subject to such
Orders as this Court might be pleased to make touching the same
with reference to the said last mentioned Regulation And He
thereby Certified that further and supplementary Proposals for
62 the appropriation of the Annual Interest of the Sum of One hundred
Mr thousand Pagodas bequeathed by the said Testator Pathcapah
Moodelly for the performance of Charities and Religious
Ceremonies and observances and of such Sums as might be
recovered and received beyond the Principal Sum aforesaid
and also Proposals of fit and proper persons to have the
Management and Superintendance of such several Charities and
Carry the same into Execution and for the mode of Managing
63 Superintending and Controuling the same had been left with
him by the Informant the Advocate General which had been
Agreed and consented to by the Solicitor of the Defendant
Parendavy Unnall stating amongst other things that it might
appear expedient and Consistent with the objects and intentions
of the said Testator in respect of his said Specified Charitable
bequests that out of any surplus fund that might thereafter be
got

got in and received by the Committee as in the said further and Supplementary proposals provided beyond the Sum then in the Treasury Standing to the Credit of this Cause and beyond what might suffice for defraying the Expenses of the managing of the said Charities and for providing for the preparing the several Outlets and Monuments in the Report of the Master of Twenty first day of March One thousand — eight hundred and twenty nine mentioned and for establishing — erecting and maintaining the Buildings Edifices and Chuttries as by the said last mentioned Report is provided for should be made for distributing such Surplus Charitable funds so to be thereafter received among such learned and respectable Hindoos as might be willing in Consideration of the same to be employed in rendering useful Services to the public and that accordingly certain Charitable institutions for the Education and instruction of Hindoos should be established and maintained by and out of a Sufficient portion of any such last mentioned Surplus fund and in and by the said further and Supplementary proposals the said Advocate General had proposed that the general management of the said Charities should be delegated to a Committee consisting of Nine members One of whom should be the President and all of whom should be — Hindoos and House Holders resident within the local limits of the — jurisdiction of this Court such management of the said Committee being Subject nevertheless to the general Superintendance of the Board of Revenue of Fort Saint George as provided by the said Regulation **VII A.D.** One thousand eight hundred and Seventeen or any future — Regulation to be made in such behalf and to all and every the provisions of such Regulation that the names of the Members of the said Committee of management should be as follows the said Iyah Sastry President and the said Streenevassa Pillay Meenatchiah Bramony Armoogum Moodelly Ragavah Chitty Ramanjooloo Naick Yagambaram Moodelly Choocapah Chitty and Wootragara Audenarrainah and that any Vacancies which might happen from death resignation or otherwise should be filled up by the election and appointment of the remaining members of the said Committee two thirds of whom should for such purpose be necessary to form a Majority

Majority and that the above named persons and those thereafter to be elected and appointed in manner aforesaid were fit and proper persons to have the management and Superintendence and Carrying into Execution of the before mentioned Charities Subject nevertheless as thereinbefore Specified and that any five or more assembled together should be a Sufficient

M. Number to represent and do all acts in the name of the Committee and that a Majority of the said Committee so assembled should decide on all questions before them and that the President when present should have a Casting Vote when the Members should be equally divided and that the Committee should have power to make such Regulations and give such directions as might be necessary from time to time for Conducting and managing the Charities such Regulations and directions being in Conformity with the Decrees made and to be made respecting the management of the same and for calling and assembling meetings of such Committee Provided nevertheless that every Standing or general

M Regulation for ~~of~~ such management should be submitted within one Month from its being passed by the Committee for the Sanction of the Board of Revenue or any other Board or authority which might be thereafter Substituted in such behalf by any future Regulation and in Case such

+ Sanction should be refused within Six Months after being so Submitted the same should be no longer operative and that the Committee should have power to appoint a Secretary to the Committee and also other Officers and Clerks who might be required for the purposes of assisting them in the management of the duties and business of the said Committee and to allow them adequate Salaries for their trouble and to pay the same out of the interest of the Surplus Charity fund beyond the Lac of Pagodas the interest of which Lac was directed to be distributed according to the said List of Iyahlamall and Soobamall in the pleadings Setforth and that besides other meetings which might be called or assembled from time to time as occasion shall require there shall be one regular and stated meeting at Madras in every Year for the purpose of Commemorating the foundation of the Charities by such Ceremonies and Solemnities as may be deemed by the Committee expedient and of receiving returns and reports of the due distribution of the Charities and for auditing all accounts and for passing such Regulations and giving such general directions as might be necessary and for the purpose of transacting all or any other business connected with the management of the Charities and that such meeting should be held in each year on the Anniversary of the death of Patcheapah and that the Sum of Two thousand and four hundred Pagodas or eight thousand and four hundred Rupees should be a principal Sum out of the said Sum of One Lac of Pagodas to be and remain invested in Government Securities in the Treasury with the privity of the Accountant General to the account and in the name of "Patcheapah's Triplicane Charity" for the purposes of performing the Charities directed in the said List to be performed at Triplicane and the interest thereof should be drawn and received from time to time in manner as thereinafter directed in respect of the remainder of the said Sum of One Lac of Pagodas and that Four thousand and eight hundred Pagodas or Sixteen thousand and eight hundred Rupees should be a Principal Sum Set a part

out

out of the said One Lac of Pagodas as sufficient with reference to the Sums and proportions settled to be appropriated for the respective places specified in the former Report as a Capital Sum for supplying out of the Interest thereof the funds in such Report directed to be appropriated to Benares and that such Principal Sum should remain invested in Government Securities in the Treasury with the privity of the Accountant General in the name and to the Account of "Patcheapah's Benares Charity" in Order that parties interested therein might apply in respect of the same as they might be advised and that the remainder of the said Sum of One Lac of Pagodas or the Sum of Ninety two thousand and Eight hundred Pagodas or Three Lacs Twenty four thousand and Eight hundred Rupees should be paid out to the said Committee by the Treasurer with the privity of the Accountant General upon the signed receipt of any two of the above named members of the Committee and should be by the said Committee again invested in Government Securities in the Name and to the Credit of Patcheapah's Charities out of the Jurisdiction of the Supreme Court of Madras for the purposes mentioned in the List as before mentioned and the Interest thereof should be drawn and received from time to time upon and by the signed receipts as aforesaid all which said receipts should be Mr a sufficient discharge for the Monies so to be paid and that the surplus fund then at the Credit of the said information beyond the said Lac of Pagodas should be paid over to the hands of the said Committee upon their receipts signed as aforesaid and all further Sums received by the present or any future Receiver appointed by the Court from time to time as the same should be Collected and got in should be paid over in like manner and that a sufficient Principal Sum not exceeding Twenty thousand Pagodas or Seventy thousand Rupees should be set apart out of such last mentioned Surplus fund and vested by the Committee in Government Securities or in land for the purpose out of the Interest and profits of the same of paying and defraying the Expences of Managing the above Charities and of paying the 42 Salaries of the Secretary and of all Officers and Clerks appointed and employed by the Committee in and about such Management and also of paying any Expedient Expences to be incurred in the Annual Commemoration of the founding of the Charities and any surplus of such Sum of Twenty thousand Pagodas which might not be, required for such Expenditure should be Carried to the Account of the surplus fund and that after reserving and devoting a sufficient Sum 43 out of such aforesaid Surplus fund beyond the said Lac of Pagodas and the said Sum of Twenty thousand Pagodas for the Purposes of preparing Tablets and Monuments as directed by the said Report of the Twenty first day of March One thousand Eight hundred and Twenty Nine a Sufficient Principal Sum should be set a part and be invested by the Committee in Government Securities or in land for the purpose 44 out of the Interest or profits of the same of Maintaining and Keeping in repair all Edifices Houses Choultries and other establishments founded and Erected or to be founded and Erected for the purposes of the said Charities and that adverting

to

to the Expectation of a large Sum to be thereafter, realized and got in by the Receiver beyond the Sum then standing to the Credit of the Information 45 that the said Committee set a part and invest in Government Securities out of such Sums so thereafter to be realized the Amount of One Lac of Rupees in manner thereinafter mentioned for the purpose of the Establishment and Maintenance of Certain Professorship and Schools for the purposes and objects and in manner as is thereinafter more particularly set forth and that out of the first Sums so to be thereafter realized and received by the said Committee they should invest the 46 Principal Sum of Twelve thousand and Two hundred Rupees in Government Securities to remain in the Treasury with the privity of the Accountant General for the Account and in the name of Patcheapah's Triplicane Charity for the purpose from and out of the Interest thereof to be drawn and received in manner thereinbefore in that behalf provided of Maintaining a Professorship and School there as thereinafter mentioned and that the remainder of the said Sum 47 of One hundred thousand Rupees shall be invested by the said Committee in like manner as the same should happen to be received in Government Securities in the name and to the Credit of Patcheapah's Charities out of the Jurisdiction of the Supreme Court of Madras or in land for the purposes from and out of the Interest or proceeds thereof to be drawn and received in manner 48 thereinbefore in that behalf provided of maintaining Professorships and Schools at such places out of the Jurisdiction of the said Supreme Court as thereinafter enumerated and in Case the whole Amount of One hundred thousand Rupees should not at once

be got in the said Committee should proceed according to the
Circumstance and their best advice and discretion to Establish and
Maintain One or more of such Professorships or Schools at such of the
89 said places as they might deem most beneficial and that the
Professorships should be for the purpose and object of instructing
all Hindoos in the Laws Customs and Regulations under which
Government is Conducted and Justice Administered throughout
the Presidency of Madras and more particularly in the respective
districts in which such Professorships should be established with
a view to the better qualification of such Hindoos to become
90 Practitioners in the Native Courts of the Presidency and that the
Schools should be for the purpose and object of instructing
Hindoo Children and Youths under the Age of Fifteen Years
in the English Language and also in reading Writing and
Accounts in the English Language and in the Native Languages
commonly spoken at the respective places where such Schools
might happen to be Established and that the Committee should
subject to the provisions of Regulation VII. A: D: One thousand
91 Eight hundred and Seventeen or any future Regulation of
Government in such behalf be visitors and Superintendants
of both Classes of Establishments (excepting those at Triplicane
and Trivattoor as thereinafter provided for) and as such should
subject to such provisions as aforesaid direct and regulate what
Specific Course and plan of giving instruction and who
should be admitted to receive instruction regard being had
to the unreserved admission of all Hindoo Applicants as far as
might

might be practicable but that the Establishments at Triplicane and Trivatoor should
be under the direction and Regulation of the Durmakartah or Church wardens of
those places respectively as Visitors who should have like authority over such
respective Establishments as is thereinbefore deligated to the Committee in respect
of the other Establishments and that the Professors should receive stipends at a
93 rate of thirty five Rupees per Month and the School Masters at a rate of
Seventeen and a half Rupees per Month or a greater or less proportionate
Sum According as the Interest or proceeds of the fund directed for their
Maintenance should increase or diminish and that the places at which such
Professorships and Schools should be respectively Established and the fund
out of which such stipends should be defrayed should be as follows.

1.... At Triplicane a Professorship and also a School.
94 2.... At Chedumbaram a Professorship and also a School.
3.... At Terovanee a Professorship and also a School.
4.... At Terovalore a Professorship and also a School.
5.... At Madura a Professorship and also a School.
6.... At Trivatoor a Professorship and also a School.
7.... At Peria Conjeveram a Professorship and also a School.
8.... At Trevatamoodoor a School.
9.... At Streerungum a School.

And that out of the Sum to be set apart for the Erecting and Maintenance
of buildings and Edifices as thereinbefore provided and any other surplus
beyond the Sum then in the Treasury to the Credit of the said Cause and
95 beyond the said last mentioned Lac of Rupees sufficient Houses and other
Buildings and Accommodations should be appropriated or supplied for the
respective Residencies of the Professors and School Masters and for the reception
of Students under the direction of the Committee and that out of any surplus fund
96 beyond the Sums thereinbefore directed to be set apart and appropriated the said
Committee

Committee should from time to time According to Circumstances and their best advise and discretion appropriate and invest any Sum or Sums for the Establishments of like institutions for the Education and instruction of Hindoos to those thereinbefore provided to be established or for the increasing or better maintaining any or either of those therein provided to be established regard being first had to the full and
97 Complete Maintenance as far as might be of all and every the Charities Establishments and foundations already provided to be established and Maintained and that the Committee should provide and require that the several and respective persons into whose hands any Sums of Money should be placed for the purposes of Administering distributing or performing any of the Charities directed to be done or performed out of the limits of Madras (excepting Benares Terovatoor Triplicane and Terovomalavoyel) shall annually Certify
98 to the Collector of the district in which such Charities or worship should have to be performed or Celebrated a Certificate of the Sums received and of the due performance and Celebration of the Charities or worship and that such several and respective persons should also Account to the said Committee for such due performance and Celebration in such manner as the said Committee should from
99 time to time direct and provide and that the said Committee should also annually forward to each such respective Collector an Account of the Sums which might have been remitted for such purposes and to whom in each such respective district in Order that each such Collector might take such Measures as might appear Expedient towards securing the due management and distribution of the

the funds and towards detecting and Reporting upon any malversation of the same and that the Committee should require from the Durmakartahs or Church Wardens of Trevatoor Triplicane and Terovomalavoyel respectively that they should Annually Certify to them that they have verified the Certificates and Acknowledgments returned to them from the head or Principal Priest or Bramin of Pagodas respectively therein Certifying the due appropriation of the Funds placed in their Hands by the said Durmakartah and that they have such Certificate and
100 Acknowledgments ready to be produced when required by the Advocate General or other principal Law Officers of the Crown for the time being or by the Board of Revenue and that all right Title and Interest of Patcheapah in and to the Village of Trevengoody in the said Report mentioned should be decreed to belong to the said Committee in Trust for such Charitable purposes as they the said Committee having regard to the particular form of worship professed or
101 Supported by the said Patcheapah in his life time and by his family since his death and also to the Employment and relief of such Class or Classes of Priests or Bramins as were employed or relieved by the said Patcheapah in his life time and also to the Selection of such poor Persons as were deemed the objects of the Patcheapahs Bounty should
103 Expend the said Rents and profits of the said Village to be received and got in by them and also all arrears of Rents and profits which might be due and got in and Collected or to be got in and Collected by the present or any future Receiver in this Cause in and for such Charitable Objects and purposes as they the said Committee shall from time to time direct or appoint and that a general Account
104 should be Annually prepared and submitted to the Advocate General or

or other principal Law Officers of the Crown for the time being of the
Presidency of Madras and also to the Board of Revenue shewing
what Sums have been drawn and received in the Course of the
Current Year by the Committee and to what objects specifically
they shall have been applied and Certifying that the Charities have
been duly performed or the reasons why they may have been left
unperformed and the Master thereby Certified and Reported
105 that the said further and supplementory Proposals would be a
fit and proper mode of Management for the said Charities
to be performed at Triplicane and that the same were entirely
Consistent with the Religious habits and usages of People of the
said Testator Patcheapah's Caste and he did accordingly approve
of such further and supplementory Proposals so far as the same
had relation and were applicable to the mode in which
the Charities of the said Testator to be administered at
106 Triplicane were proposed to be managed and Conducted and
he likewise approved of such further and supplementory Proposals
so far as they related to the said several Charities to be administered
and performed at Chedumbaram Sheally Trevattamoordoor
Combaconum Teroowair Jambackeseveram Streerungum Tanjore
Teroovalore alias Teroovaloor Madura Awadear Pagoda
Ramasweram Soobamalls Choultry near Chedumbaram Teroopanandall
Pagoda Peria Conjeveram Trevatoor Chinna Conjeveram Teroonamally
and Teroomalavoyel but he submitted that in as much as the
107 said several last mentioned places were situated in the Provinces
of this Presidency and the said several last mentioned Charities
were

were to be performed beyond the local limits of the jurisdiction of this
Honorable Court as respects Natives whether the same ought not be
carried into Execution under the Provisions of the said Regulation A.D
One thousand eight hundred and Seventeen Regulation VII therein
and herein before referred to and whether this Court would give any
108 Specific directions touching the same and he did find that the Sum
of Four thousand and eight hundred Pagodas or Rupees Sixteen
thousand and eight hundred ought to be invested in Government
Securities bearing interest and deposited in the said Treasury
of Fort Saint George with the privity of the said Accountant
General of this Court and placed to the Credit of "Patcheapah's
Benares Charity" in the manner in the said further and
109 Supplementory proposals proposed and that the Sum of Two
thousand and four hundred Pagodas or Rupees eight
thousand and four Hundred ought to be invested in Government
Securities bearing interest and deposited in the said Treasury
of Fort Saint George with the privity of the said Accountant
General of this Court and placed to the Credit of
Patcheapah's Triplicane Charity for the performance of
110 the said Charity at Triplicane and that out of the first
Collections to be got in by the said Receiver a Sum
of Twelve thousand and two hundred Rupees ought
to be in like manner invested and deposited and
likewise placed to the Credit of Patcheapah's Triplicane
Charity and he found that after deducting the said
two

two several Sums of eight thousand and four hundred Rupees and Sixteen thousand and eight hundred Rupees from the amount of the funds then in the Treasury of Fort Saint George standing to the Credit of the said Original Information there would remain the Sum of Four Lacs Twenty two thousand and Sixty Seven Rupees ten annas and four Pice and that such Sum of Four Lacs twenty two thousand and Sixty Seven Rupees Ten annas and four pice and Subject to the investment of the said Sum of Twelve thousand and two hundred Rupees) the funds which might be thereafter realized ought to be appropriated among the said Several Charities of the said Testator to be performed in the Provinces of that Presidency in such proportions and for such uses and purposes as in the said Report of the Twenty first day of March One thousand eight hundred and twenty nine and further and Supplementary proposals respectively in that behalf Specified and he found that the same were Consistent with the Employment and relief of such Classes of Priests or Bramins as were employed and relieved by the Testator in his life time and also with the Selection of such poor persons as were deemed Objects of the Testators bounty And upon reading the

the said Accountant Generals Certificate in the words and figures following that is to say.

Herbert Compton Esqre Advocate General at the relation of Chadumbara Theeshedar Sabaupaty Theeshedar Soobramoneya Theeshedar and Ruthnapooshana Theeshedar is Informant and Annasawmy Pillay the Son and personal representative of Iyah Pillay who was the Son and personal representative of Poiney Narrain Pillay and which Narrain and Iyah were the Executors of Patcheapah Moodelliar deceased is Defendant

I hereby Certify that according to the Books of the Supreme Court the funds standing to the Credit of this Cause are as follows Viz

In Forty eight Promissory Notes of the 5 per Cent loan of 18th August 1825 amounting to	S. Rs 277200 " - .	
In thirteen do of the 5 per Cent loan of 18th Jany 1830 amountg to	" - - 33200 " "	
In two ditto of the 4 per Cent loan of 1st May 1832 Amountg to - " -	8700 " .	
In two Treasury Acknowledgments of the 4 per Cent loan of 7th June 1831 Amounting to	7400 " - "	
	Sa Rupees 326200 - " - or	
	Madras Rupees 347403 - " -	
M.R. In ~~Cash not bearing~~ nine 6 pr Cent Certificates of this Government amounting to		7351. 12. 4
	M.R. a p	3,54,754.12 4
In Cash not bearing interest - - - - - -	88727. " - "	
Do to be invested by the Sub Treasurer in purchase of 5 per Cent Government Securities when procurable	416- 5- 9	89143. 5. 9
	M.R. a p	443898 2 1
Interest payable on 4 pr Ct. Treasury Acknowledgments	47 - 10 - "	
Do due on other Government Securities - - - -	3321- 14. 3	3369. 8. 3
	Madras Rupees ..	447267 10 4

Fort St George Acctt Genls Office
28th September 1832
J. C. Turnbull
Acctt Genl Supe Court

This Duplicate Certificate is granted as per Application from Mr Thomas Teed, Informants Sol. dated 20th October 1832

"Ex. R Tayler"
M.R.

Now

6

Now upon mature Consideration This Court doth Decree that the Master do tax both Parties their Costs in this Information as between Solicitor and Client and that the amount of the same when taxed be added at the foot of this Decree and when Signed by one of the Judges of this Court be paid by the Sub Treasurer with the privity of the said Accountant General from and out of the said Sum of Rupees Four Lacs Forty Seven thousand two hundred and Sixty Seven annas ten and pice four mentioned in the said Certificate of the said Accountant General the Costs of the said Advocate General to be paid to his Solicitor Mr. Thomas Teed and the Costs of the said Defendant to be paid to her or her Solicitor Mr. Arch Urwick And this Court Doth further Order that out of the residue of the said Sum of Rupees Four Lacs Forty Seven thousand two hundred and Sixty Seven annas ten and pice four the said Sub Treasurer with the privity of the said Accountant General do set apart the Sum of Rupees Three Lacs and Fifty thousand equal to Pagodas one Lac and thereout carry to the Credit of the said Original Information to an Account to be intituled "Patcheapah's Triplicane Charity" the Sum of Rupees eight thousand and four hundred equal to Pagodas two thousand

and

and four hundred And this Court doth Declare that Iyah Sastry Streenevaſsa Pillay Meenatchiah Bramin Armoogum Moodelly Ragavah Chitty Ramanjooloo Naick Yagambarum Moodelly Chocapah Chitty and Wootrajara Audenarrainah respectively in the Master's said report of the Twenty Ninth day of October instant mentioned are fit and proper persons to have the management and Superintendance of the said Charity and to carry the same into Execution And this Court doth accordingly Order that the said Sub Treasurer with the privity of the said Accountant General do pay the interest of the said Sum of Rupees Eight thousand and four hundred when the same shall be placed to the Credit of the said Account to the said Iyah Sastry Streenevaſsa Pillay Meenachiah Bramin Armoogum Moodelly Ragavah Chitty Ramanjooloo Naick Yagambarum Moodelly Chocapah Chitty and Wootrajara Audenarrainah or any two or more of them of which the said Iyah Sastry must be one upon their joint receipt such interest to be paid over to the Durmahkurtah or Church Wardens for the time being of the Pagoda at Triplicane for the purpose of distributing Rice to the poor Bramins daily at the said Pagoda And this Court doth further Order that out of the same Sum of Rupees Three Lacs and fifty thousand or Pagodas one Lac so ordered to be set apart as aforesaid the said Sub Treasurer with the privity of the said Accountant General do

carry

H. Compton
Mr.
Annasawmy Pilley
Read by
the Sol. for
the Deft. in
support of
his State
of facts and
Charge this
17 Sept. 1850

carry to the Credit of the said Original Information to an account to be entitled "Patchiapah Benares Charity" the Sum of Rupees Sixteen thousand and eight hundred equal to Pagodas Four thousand and eight hundred The interest of the same to be received and applied for the purpose of accumulation Subject unto and until the further Order of this Court And this Court doth Order that the said Sub Treasurer with the like privity of the said Accountant General do carry the whole of the residue of the said Sum of Rupees Three Lacs and fifty thousand to the Credit of the said Original Information to an Account to be entitled "Patchiapah's Charities at Chedumbaram Shealy Trevallamoordoor Combaconum Teroovaur Tambachadweram Streerungum Tanjore Teroovaloor alias Teroovantoor Madura Avadiar Pagoda Ramadwarum Soobamall's Choultry near Chedumbaram Teroopareandul Pagoda Perria Conjeveram Triwallor Chinna Conjeveram Teroovannamally and Teroomalavoyal" And this Court doth Order that the said Peter Cator as such Receiver as aforesaid and any Receiver hereafter to be appointed do Continue to get in and receive the outstanding Estate and

hp.
RC

Effects

Effects in the said Master's Report of the Twenty first day of March One thousand eight hundred and Twenty nine particularly mentioned and after deducting his Commission and all other necessary charges outgoings and Expences do deposit the residue into the Treasury of Fort Saint George with the privity of the said Accountant General to the Credit of the Original Information and do pass his accounts before the Master of this Court in the same manner in every respect as by the said Decree of the eighth day of April One thousand eight hundred and twenty nine he is directed And this Court doth declare that as to the remainder of the said Sum of Rupees Four Lacs forty Seven thousand two hundred and Sixty nine annas ten and pice four after payment of Costs and Setting a part the said Sum of Rupees Three Lacs and fifty thousand and as to all other Sum and Sums which shall hereafter be paid into the Treasury by the said Receiver in pursuance of this Decree and of the said Decretal order of the eighth day of April one thousand eight hundred and twenty nine the said Several Charities at Tripplicane and Benares are respectively entitled to receive thereout such shares and proportions as the several Sums allotted to the said two

H. Compton
Advt. Genl.
Annasawmy Pillay
Read by the Sub. for the Pltiffs in support of his State of facts and Charge the 17 Sept. 1850

Charities in and by the said Masters said
Report of the Twenty first day of March
One thousand eight hundred and twenty nine
bear to the Sum of One Lac of Pagodas the
precise amounts of such Additional Shares and
proportions to be ascertained by the Master and that
the ultimate residue of all such last mentioned
funds is to be carried to the said Account
hereinbefore mentioned "Patcheapah's Charities at
Chedumbarum Shealty Trevallamoordoor
131 Combaconum Teroovar Jambarkaswaram Streerungum
Tanjore Teroovalur alias Teroovaulor Madura
Avadiar Pagoda Ramaswarum Soobamalli's
Choultry near Chedumbarum Teroopareandal Pagoda
Peria Conjeveram Trevallor Chinna Conjeveram
Teroovanamally and Teroomalwayet" And
this Court doth Declare with respect to the
application of such additional funds as shall
belong to the said Charity at Triplicane
as aforesaid that the proposals and supplementary
proposals of the said Advocate General as appeared
132 by the said Masters Reports of the Twenty first
day of March One thousand eight hundred and
twenty nine and the Twenty Ninth day of October
Instant

Instant are fit and proper to be carried into Execution so far as such funds
will be sufficient for the purposes therein mentioned but This Court
Doth reserve all more Specific directions regarding the same until the
Amount of such Additional funds shall have been ascertained and with
133 respect to the said several other Charities of the said Testator Patcheapah at
Chedumbaram Shealy Trevattamoordoor Combaconum Teroowair Jambackswaram
Sherungum Tanjore Trevalore alias Teroovauloor Madura Avadiar Pagoda
Ramaseveram Soobamalls Choultry near Chedumbaram Teroopareadel Pagoda
Peria Conjeveram Trevattoor Chinna Conjeveram Teroovanamally and Teroomalawye
the same being respectively to be performed at places situate in the Provinces
Subject to this Presidency and beyond the Local limits of the Jurisdiction of
this Court as regards Natives This Court Doth Declare that the same
134 are subject to the said Regulations of the Governor in Council of Fort Saint
George A.D. One thousand Eight hundred and Seventeen Regulation VII
*Entitled a Regulation for the due appropriation of the Rents and produce of
lands granted for the support of Mosques Hindoo Temples and Colleges
or other public purposes for the Maintenance and repair of Bridges
Choultries or Chuttrums and other public buildings and for the Custody
135 and disposal of escheats* and ought respectively to be Carried into
Execution under the provisions of such Regulation and subject thereto
and the said Advocate General now appearing on behalf of the said
Governor in Council and Consenting for and in the name of the Board
of Revenue that the said Iyah Sastry Streenevapa Pillay Meenatchiah
Braminy Armoogum Moodelly Ragavah Chitty Ramanjooloo Naick
Yagambaram Moodelly Chocapah Chitty and Wooteagara Audenarrainiah
Shall

136 shall be appointed Trustees managers and Superintendants of the said
several last mentioned Charities It is Ordered that the said Sub
Treasurer with the privity of the said Accountant General do from time
to time pay to the said Iyah Sastry Streenevassa Pillay
Meenatchiah Braminy Armoogum Moodelly Ragavah Chitty Ramanjoolu
Naick Jagambaram Moodelly Chocapah Chitty and Wooteagaru
Andenarrainiah or such other persons as may be approved and
Confirmed by the said Board of Revenue as such Trustees
137 Managers and Superintendants in the room of the said several
Persons last named the Interest upon the said funds so directed to be
placed to the Credit of the said last mentioned Charities for the purpose
of Carrying the same into Execution under the Regulation hereinafter
in that behalf mentioned But this Court having regard to the several
Places where such Charities are respectively to be performed doth
not feel itself at liberty to give any further directions touching
138 the particular mode of Administering the same or as to the
Proposals of the Advocate General relative thereto and in Order
that all Persons interested in the funds hereinbefore directed
to be Carried to the Credit of the said Account Entitled
"Patcheapah's Benares Charity" may have Notice thereof It
is Ordered that the Master do Cause the particulars of such
Charity and the amount of the funds to which the same is
139 Entitled to be advertised in the Government Gazette at Calcutta
and such other News Papers at Calcutta and Elsewhere within
the Presidency of Bengal as he shall think proper and that the

expence

expence of such Advertisement be defrayed by the Receiver in this Suit And this Court Doth continue the reservation of all further directions as to the said Charities at Triplicane and Benares respectively and all parties interested therein or in any of the Matters aforesaid are to be at liberty to apply to this Court touching the same as they may be advised.—

By the Court

M Ffench
D Reg.

Tho. Teed

Informants Solicitor

~~The Amount of the Taxed Costs to be paid to Mr Thomas Teed Solicitor for the Advocate General as between Solicitor and Client in pursuance of this Decree is Eight thousand three hundred and forty five Rupees and ten fanams as appears by the Certificate of the Master dated 7 February 1833.~~

~~(signed) R Palmer C J.~~

141

The amount of the Taxed Costs to be paid to Mr. Thomas Teed Solicitor for the advocate General as between Solicitor and Client in pursuance of this Decree is Nine Thousand Seven Hundred and Ninety four Rupees and Nine fanams as appears by the Certificate of the Master on retaxation - Dated 10th april 1833.

(signed) Ralph Palmer C J

The Amount of the Taxed Costs to be paid to Mr Ariel Vireash Solicitor for the Defendant as between Solicitor and Client in pursuance of this Decree is Two thousand Seven hundred and Seven Rupees and Ten fanams as appears by the Certificate of the Master dated 11th February 1833

(signed) R Palmer C J.

60.

~~Folios 142. ADK.~~

~~95/5/97.~~

In the Supreme Court of Judicature at Madras

Sittings after the Fourth Term 1832

Equity Side

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices.

Monday the Twenty Ninth day of October One thousand Eight hundred and Thirty two And in the Second Year of the Reign of His Majesty King William the Fourth Between

Goocool Doss Govindoo Doss. By Original and Amended Bill.

Complainant

and

Sham Doss Ragoonaud Doss Administrator of Bavany Doss Nanasa deceased . . . . Defendant.

By Supplemental Bill.

Goocool Doss Govindoo Doss . . . . Complainant

and

Chota Ballakistna Doss Administrator de bonis non of Bavany Doss Nanasa Deceased . . . . . Defendant

By Original and Amended Bill.

Chota Ballakistna Doss Administrator de bonis Non of Bavany Doss Nanasa Deceased . . . Complainant

and

Goocool Doss Govindoo Doss . . . . Defendant

Ralph Palmer

R Comyn

These Causes coming on the Twenty Seventh Twenty Eighth and Twenty Ninth days of September One thousand Eight hundred and Thirty two and on the First Second and Third days of October instant 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 all Sides. Upon opening the said Original and Amended Bill of Complaint of the said Complainant Goocool Doſs Govindoo Doſs the Answer of the said Defendant Sham Doſs Ragoonaud Doſs to the said Original Bill And the Answer of the same Defendant to the said Amended Bill also the said Supplemental Bill of the said Complainant Goocool Doſs Govindoo Doſs The Answer of the said Defendant Chota Ballakistna Doſs thereto also the further Answer of the same Defendant Ballakistna Doſs thereto and to the said Original and Amended Bill of the said Complainant Goocool Doſs Govindoo Doſs. And upon opening also the said Original and Amended Bill of Complaint of the said Complainant Chota Ballakistna Doſs the Answer and further Answer of the said Goocool Doſs Govindoo Doſs to the last mentioned Original Bill And the Answer of the said Goocool Doſs Govindoo Doſs to the said last mentioned Amended Bill of Complaint of Chota Ballakistna Doſs and upon hearing read as Evidence for the said Complainant Goocool Doſs Govindoo Doſs the several paſsages in the said Answer of the said Sham Doſs Ragoonaud Doſs to the said Amended Bill of the said Goocool Doſs Govindoo Doſs as follow that is to say from the words "And this Defendant further" in folio 11 to the words "of the said Cotee" in folio 14 from the words "And he admits that" in the last mentioned folio to the words "is stated" in folio 16 from the words "And this Defendant further" in folio 25 to the words "due for Interest thereon" in folio 30 And the several paſsages in the said Answer and further Answer of the said Chota Ballakistna Doſs to the said Supplemental Bill of the said Goocool Doſs Govindoo Doſs and to the said Original and Amended Bill of Complaint of the same Complainant as follow that is to say

from

from the words "And he Admits" in folio 19 to the words "Bill is stated" in folio 20 from the words "And this Defendant Answering" in folio 50 to the words "for Interest thereon" in folio 52 together with such parts of the said Bills as are referred to in the said paſsages of the said Answers respectively also the Deposition of Goocool Doſs Macun Doſs to the First Second Third Fourth Fifth and last Interrogatories in Chief filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the first of the above Causes The Additional Deposition of the said Goocool Doſs Macun Doſs to the Second and Third Additional Interrogatories filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the last mentioned Cause. The Deposition of Appanah Naick Branning to the First Second Third Fourth Seventh and Eighth Interrogatories in Chief filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the said last mentioned Cause The Deposition of Kistna Doſs Kishna Doſs to the First and Second Interrogatories in Chief filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the said last mentioned Cause The additional Deposition of John Michael Rodrigues to the Fourth Additional Interrogatory filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the said last mentioned Cause The Additional Deposition of Jacob George De Silva to the Fourth additional Interrogatory filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the said last mentioned Cause. The Deposition of Tanjore Sushagherry Row to the Fourth and Fifth Croſs Interrogatories filed on behalf of the said Goocool Doſs Govindoo Doſs as Complainant in the said last mentioned Cause. The Additional Deposition of Emin Raz Lalah to the first Sixth and last Additional Interrogatories filed on behalf of the said Goocool Doſs Govindoo Doſs as complainant in the said last mentioned Cause. The Deposition of Macum Doſs Goocool Doſs to the First and Eighth Interrogatories in Chief filed on behalf of the said Goocool Doſs Govindoo Doſs as Defendant in the last of the above Causes. The Deposition of Appanah Naick to the First and Eighth Interrogatories in Chief filed on behalf of the said Goocool Doſs Govindoo Doſs as Defendant in the last mentioned Cause And upon hearing read as Evidence for the said Goocool Doſs Govindoo Doſs certain Exhibits marked **A,E,C,** and **D**. And upon hearing read as Evidence for the said Sham Doſs Ragoonaud Doſs One of the Defendants in the First of the above Causes and for the said Chota Ballakistna Doſs the other of the Defendants in the same Cause and Complainant in the last of the above Causes the several paſsages in the said Answer of the said Goocool Doſs Govindoo Doſs as Defendant to the Original Bill of Complaint of the said Chota Ballakistna Doſs as follow that is to say from the words "Answering Saith" in folio 2 to the words "Set forth" in the same folio from the words "And this Defendant" in the same folio to the words "his descendants" in folio 3 from the words "And this Defendant further" in folio 4 to the words "Nabob Wallajah" in folio 7 from the words "And this Defendant Admits" in folio 8 to the words "in the name of the said Baranee Doſs Nanasa" in folio 11 from the words "And this Defendant further Answering" in the same folio to the words "Banking House" in folio 12 from the words "And this Defendant Admits" in folio 18 to the words "otherwise set forth" in folio 19 from the words "And this Defendant further Answering Admits" in folio 21 to the words "in that

behalf

behalf setforth" in folio 23 from the words "And this Defendant Admits" in folio 28 to the words "such poſseſsion thereof" in folio 29 from the words "And this Defendant further" in folio 31 to the words "last mentioned Bonds" in folio 32 from the words "And this Defendant Admits" in folio 69 to the words "absent from Madras" in the same folio from the words "And this Defendant further Answering" in folio 71 to the words "to be a foreign Prince" in folio 72 from the words "And this Defendant further Answering" in folio 86 to the words "to a very large Amount" in folio 88 And also the several paſsages in the said Answer of the said Goocool Doſs Govindoo Doſs to the Amended Bill of Complaint of the said Chota Ballakistna Doſs as follow that is to say from the words "And this Defendant Admits" in folio 6 to the words "twelve per Cent per Annum" in folio 8 from the words "And this Defendant further" in folio 14 to the words "in favor of Meſsieurs Pelling and De Fries" in folio 15 from the words "but this Defendant Saith" in folio 17 to the words "representatives of Barany Doſs Nanasa" in folio 18 from the words "And this Defendant further" in folio 20 to the words "Contents thereof" in folio 21 also the Amended Bill of the said Chota Ballakistna Doſs against the said Goocool Doſs Govindoo Doſs from the words "And your Orator further sheweth" in folio 17 to the words "as hereinbefore mentioned" in folio 19 together with such other parts of the said Amended Bill and also of the said Original Bill of Complaint of the said Chota Ballakistna Doſs as are referred to in the said paſsages of the said Answers respectively also the Deposition of Balla Butt to the First Second Eighth and Ninth Interrogatories in Chief filed on behalf of the said Sham Doſs

Ragoonaud Doſs as Defendant in the first of the above Causes. The Deposition of Chelvocoor Harreapah Braminy to the first Second Eighth Ninth and Tenth Interrogatories in Chief filed on behalf of the said Sham Doſs Ragoonaud Doſs as Defendant in the last mentioned Cause The Deposition of Tanjore Sashagherry Row to the First Eighth Ninth and last Interrogatories in Chief filed on behalf of the said Sham Doſs Ragoonaud Doſs as Defendant in the said last mentioned Cause The Deposition of Madwapathee Narasinga Row to the First Fifth and Sixth Interrogatories in Chief filed on behalf of the said Sham Doſs Ragoonaud Doſs as Defendant in the said last mentioned Cause The Deposition of Appanah Naick Braminy to the Sixth and Seventh Croſs Interrogatories filed on behalf of the said Sham Doſs in the said last mentioned Cause The Deposition of Jacob George De Silva to the First Fourth and last Interrogatories in Chief filed on behalf of the said Chota Ballakistna Doſs as Complainant in the last of the above Causes. The Deposition of Narasinga Row to the First Ninth and last Interrogatories in Chief filed on behalf of the said Chota Ballakistna Doſs as Complainant in the last mentioned Cause also Certain Exhibits Marked respectively **A, B, C, D, I, K, F, L, N, O, U, and V,** whereupon and upon Debate of the Matter and hearing what was alleged by the Counsel on all sides and on hearing read the Decree of this Court bearing date the Twenty fourth day of March One thousand Eight hundred and Thirty and made in the first of the above Causes whereby after reciting that the said

Defendant

Defendant Sham Doſs Ragoonaud Doſs not having appeared to the said Bill It was Ordered that the said Complainant Goocool Doſs Govindoo Doſs should be at liberty to enter the Bill to be taken Pro-Confeſso and the said Bill coming on to be heard it was referred to the Master to take such accounts as are therein in that behalf particularly directed and upon reading an Order of this Court bearing date the Nineteenth day of July One thousand Eight hundred and Thirty One made upon the Petition of the said Sham Doſs Ragoonaud Doſs whereby it was Ordered that the said Defendant should be admitted to appear and Answer the said Original Bill upon payment of the Costs of that Application and Order and upon giving Security for payment of all other Costs in the said Cause And upon hearing read the recognizance of the said Defendant taken before the Master dated Twenty Second day of July One thousand Eight hundred and Thirty One in pursuance of such last mentioned Order Now on Mature Consideration had thereon This Court doth Order that the said Decree of the Twenty fourth day of March One thousand Eight hundred and Thirty made in the said Original Cause be set aside and all proceedings had under the same be considered void and of no Effect and This Court doth Declare that the said Complainant Goocool Doſs Govindoo Doſs has not any valid claim whatever against the Estate of Bavany Doſs Nanasa deceased the intestate in the pleadings of these Causes named or as against the said Chota Ballakistna Doſs Administrator of such Estate or against the said Sham Doſs Ragoonaud Doſs personally in respect of the four several Bonds in the Pleadings in these Causes mentioned and bearing date respectively the Thirteenth Thirteenth days of July the Thirtieth day of July and Twenty fourth day of August One thousand Seven hundred and Ninety five or of any or either of them And this Court doth Accordingly Order and Decree that the said Original Amended and Supplemental Bills of the said Complainant Goocool Doſs Govindoo Doſs be dismiſsed against the said Defendants Sham Doſs Ragoonaud Doſs and Chota Ballakistna Doſs respectively And that the Master do tax all the Costs of the said Sham Doſs Ragoonaud Doſs in the first of the above Causes subsequent to the Order of this Court bearing date the Nineteenth day of July One thousand Eight hundred and Thirty One and not already disposed of by any interlocutory Orders in the Cause and that the same when Taxed be paid by the said Complainant Goocool Doſs Govindoo Doſs to the said Sham Doſs Ragoonaud Doſs or to Mr. Thomas Teed his Solicitor and that the said recognizance of the Twenty Second day of July One thousand Eight hundred and Thirty One of the said Defendant Sham Doſs Ragoonaud Doſs be vacated And it is further Ordered that the Master do in like manner Tax the Costs of the said Chota Ballakistna Doſs in both of the above Causes And that the same when Taxed be in like manner paid by the said Goocool Doſs Govindoo Doſs to the said Chota Ballakistna Doſs or to Mr. Thomas Teed his Solicitor.—

By the Court.

A Spencer
Regr.

Tho. Teed

Solr. fr Sham doſs Ragoonauda doſs and fr Chota Ballakistna doſs —

In the Supreme Court of Judicature at Madras

Ecclesiastical Side First Term 5th February 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

In the Matter of the Goods and Chattels of
Manally Kistnasawmy Moodelly deceased
wherein
Manally Ponniah Moodelly as the Uncle nearest
f Kin and Guardian of Seeva Cawmie Ummall
the Infant Daughter and only Child of the deceased
uring her Minority is .... Petitioner
and
Manally Sutchmanah Moodelly is ... Caveator.

Forasmuch as upon reading the Affidavit of John Franz Settingforth that he did on the Twenty Eighth day of January last Serve Mr. John Henry Wilkins Proctor for the Caveator above named with a Notice in writing that on Saturday next the Second of February instant this Honorable Court would be applied to on behalf of the Petitioner for an Order that Letters of Administration in this Matter should pass the Seal of the Court in his favor according to the Prayer of the Petition upon his giving Security before the Master for the due Administration of the said Estate and that it should be referred to the Master to take such Security and that such Motion would be grounded on the said Petition And on the Affidavit and Proxies filed in this Matter And on the Affidavits and proceedings in the Matter of the Petition of the said Ponniah and Caveat of the said Sutchmanah, used before the Chief Justice on the said Petitioners Motion made on the Twenty Eighth of December last. And upon reading the Petition of the said Manally Ponniah Moodelly (Verified by his Affidavit) filed on the Fourth day

Ralph Palmer

R Comyn

day of January last praying that Letters of Administration to the Estate of said Manally Kistnasawmy Moodelly might be granted to him as the Uncle nearest of Kin and Guardian of Seeva Cawmie Ummall the Infant Daughter only Child of the said Deceased during her Minority. And upon reading Proxy and Appointment of Guardian of the said Seeva Cawmie Umm and the Proxy of the said Petitioner Manally Ponniah Moodelly and al the Affidavit of Mangadoo Sarvanah Moodelly filed on the Fourth day January last in support thereof. And upon reading the Caveat filed by the Manally Lutchmanah Moodelly One of the Brothers of the said Deceased And his Affidavit filed on the Twenty fifth day of January last in support thereof. And upon reading also the Several Affidavits filed on behalf of the said Petitioner and Caveator which were read at the hearing of the Petition of the said Petitioner filed on the Ninth day November last and the Caveat thereto filed on the Thirtieth day of November last and particularly mentioned in the Order made thereon dated the Twenty Eighth day of December last. A Motion was this day made by Mr. Teed on behalf of the said Petitioner to the purport the Prayer of the said Petition hereinbefore recited. And upon hearing Cause shewn by Mr. Bathie on behalf of the Caveator against the said Motion. It is **Ordered** that the said Petition do stand and be dismiſsed out of Court without Costs.

By the Court.

Wm. Williams.
Proctor for the
Caveator

In the Supreme Court of Judicature at Madras

Equity Side Second Term 22nd March 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices.

Syed Ghoolam Dustageer
vers
Jugdew Geer Gosay Syed Hamed and
Mahomed Tayer

The Matter upon the Exceptions taken by the Defendant Jugdew Geer Gosay in this Cause to the Report of John Savage Esquire the Master of this Court bearing date the 16th day of February last for Scandal and Impertinence in the Answer of the said Defendant Jugdew Geer Gosay coming on to be argued this day before the Justices of this Honorable Court in the presence of Counsel learned on both sides And the said Exceptions and Report being opened upon debate of the Matter and hearing what was alleged by the Counsel on both sides This Court doth Order that the said Exceptions be over ruled with costs.

Ralph Palmer

Robert Comyn.

By the Court

Registrar

In the Supreme Court of Judicature at Madras
First Term 1833

Equity Side

Present
The Honorable Sir Ralph Palmer Knight Chief Justice
and
The Honorable Sir Robert Buckley Comyn Knight
One of His Majesty's Justices

Friday the Fifteenth day of February One thousand Eight hundred and Thirty three and in the Third Year of the Reign of His Majesty King William the Fourth.
Between Manally Sutchmana Moodelly - Complainant
and
Manally Moodookistna Moodelly Manally Kistnasawmy Moodelly Manally Ponniah Moodelly Carpooga Ummall Davanee Ummall Tanjore Sutchmee Punnee Rapavuttee Cootee Gopaul Kistna and Shunmoogum - Defendants.

R Comyn

This Cause coming on the Twelfth day of February instant and also on this present day at the instance of the said Defendant Manally Moodookistna Moodelly to be heard and debated before the Honorable the Judges of the Supreme Court of Judicature at Madras in the presence of Counsel on behalf of the Complainant and also on behalf of the Defendant Manally Moodookistna Moodelly Upon opening the Original and Amended Bill of Complaint of the above named Complainant and the Answer of the said Defendant Manally Moodookistna Moodelly thereto And upon hearing read the Orders made in this Cause bearing date the Sixth and Thirteenth days of February One thousand Eight hundred and Twenty two whereby the said Bill of Complaint was dismiſsed as against the said Defendants Tanjore Sutchmee Ummall and Poonamall. The Order made in this Cause bearing date the Twenty Eighth day of June One thousand Eight hundred and Twenty five Whereby the said Bill was dismissed as against the said Defendants Ruparvertee and Crooke and the Order made in this Cause bearing date the Seventeenth day of Febr One thousand Eight hundred and Twenty Nine whereby the said Bill dismissed as against the said Defendants Shunmoogum and Cop Kistna and it appearing also by the admission of the said Counsel th the said Defendant Manally Kistnasawmy Moodelly had departed life. Now upon debate of the Matter and hearing what was alleged the Advocates for the said Complainant and the said Defendant Moodookistna Moodelly and on Mature Consideration had thereon and Subpoena to hear Judgment having been served upon the said Defendant Manally Ponniah Moodelly. This Court doth Order and Decree that the said Complainants Bill in this Cause as again said Defendant Manally Moodookistna Moodelly be dismissed out o Court with such Costs as the said Defendant would have been entitl to receive from the said Complainant if the Bill had been dismiss by Order made on a Motion to dismiss the Bill for want of prosecu

M.C And ~~[illegible]~~ upon the said Complainant applying by Mr Bat his Counsel that the said Bill might be dismissed as against the sa Defendant Manally Ponniah Moodelly upon payment of Costs. And by and with the Consent of Mr. Teed of Counsel for the said last named Defendant. This Court doth further Order and Decr that the Original and amended Bill of Complaint in this Cau be also dismissed with Costs as against the said Defendant Manally Ponniah Moodelly.

Exd wm

By the Court.

Tho. Teed
Solr p. defts Moodookistna
& Ponniah

In the Supreme Court of Judicature at Madras

Equity Side Second Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

one of His Majesty's Justices

Thursday the Twenty Eighth day of March one thousand eight hundred and thirty three And in the Third Year of the Reign of His Majesty King William the Fourth Between Ahmed Saib. . . . . Complainant

and

Comalaswaren Covil Streenevassa Pillay
Defendant

Ralph Palmer
R Comyn

This Cause coming on this 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 Bill of Complaint of the above named Complainant and the answer of the said Defendant thereto And upon hearing read as Evidence for the said Complainant the several passages in the said Answer of the said Defendant as follow that is to say from the words "answering saith" in folio 2 to the words "Four thousand and nine hundred Rupees" in folio 3 from the words "And this Defendant saith" in folio 6 to the words "Four thousand and five hundred Rupees" in folio 8 from the words "And this Defendant further" in folio 9 to the words "disposing of the same" in folio 10 from the words "And this Defendant further answering saith" in folio 11 to the words "purchase thereof" in folio 12 from the words "And this Defendant" in folio 21 to

the words "Sum of Money" in folio 22 from the words "this Defendant admit
in folio 22 to the words "Defendants Answer" in folio 24 from the words "
this Defendant admits that" in folio 50 to the words "the said Complain
in folio 51 from the words "And this Defendant admits he had not sent" in
folio 54 to the words "unjustifiable requests" in folio 55 from the words "An
this Defendant further saith that the" in folio 64 to the words "to this Def
in folio 63 from the words "And this Defendant admits that it" in foli
68 to the words "in the said Pearls" in folio 69 together with such parts of
said Bill of Complaint as are referred to in the said Several passages
the said Answer also the Exhibit marked No 2 And upon hearing read
Evidence for the said Defendant The Deposition of John Frantz to
First and Third Interrogatories in Chief filed in behalf of the said
Defendant The Deposition of Paudoochery Streenevassyah Bramy
to the First and Second Interrogatories in Chief filed in behalf of the
said Defendant and the Exhibits marked **A** and **B** And upon hearin
read an order of Court bearing date the First day of October last made
the Plea Side of this Court in an Action wherein the said Defendant
Comaleswaren Covil Streenevassa Pillay was Plaintiff and the said
Complainant Ahmed Saib was Defendant being the Action at Law in t
Pleadings of this Cause referred to whereby it was ordered by Consent
among other things that a Verdict should be entered for the said Plaintiff
with stay of execution upon the said Defendant paying into the Treasury
of Fort Saint George with the privity of the Accountant General of this
Court to the Credit of this Cause the Sum of Rupees Five thousand three hun
and thirty Six And upon reading the Certificate of the Accountant General
of this Court in the words and figures following that is to say

"Ahmed Saib Complainant and Comaleswaren Covil
"Streenevassa Pillay Defendt.
"I hereby Certify that according to the Books of the Supreme C
"there stands in Cash to the credit of the above Cause the Sum of Madras
"Rupees Five thousand three hundred and thirty Six (5336.)

"This Certificate is granted at the
" application from Mr. Thomas Teed
" Sol. for Defendant dated 21st.
" March 1833.

" Fort St. George Acctt. Genl. Office
" 22d March 1833
" I. G. Turnbull
" Acctt. Genl. Supm. Court

"Exd. R. Taylor"

Whereupon and upon debate of the Matter and hearing
what

what was alleged by the Counsel on both Sides and on mature Consideration had thereon This Court doth Order and Decree that the Sub Treasurer of Fort Saint George with the privity of the said Accountant General do pay over to the said Defendant the said Sum of Madras Rupees Five thousand three hundred and thirty Six in the said Certificate mentioned and that the said Complainants Bill in this Cause do stand and be dismissed out of Court with Costs

Ext
MT

By the Court

Tho Teed
ditto Sol

In the Supreme Court of Judicature at Madras

Equity Side

First Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice
and
The Honorable Sir Robert Buckley Comyn Knight
One of His Majesty's Justices

Thursday the Twenty first day of February One
thousand Eight hundred and thirty three and in the third
Year of the Reign of His Majesty King William the Fourth
Between Catherine Stephens the Executrix of Mariam
Canoom Sarquis deceased - - - Complainant
and
Hosanna Carapiet surviving Administratrix of Cachick
Agamall deceased and Judith Stephens Executrix of Theguel
Stephens deceased . . . . Defendants
And by Bill of Revivor
Catherine Stephens Widow the Executrix and only daughter
of Mariam Canoom Sarquis deceased - Complainant
and
Macartoon Carapiet Son Heir and personal
representative of Hosanna Carapiet deceased - Defendant

Ralph Palmer

R Comyn

This Cause coming on this day to be heard for further directions and Costs reserved by the Decretal Order of this Court made in the first mentioned Cause bearing date the Thirtieth day of September One thousand Eight hundred and Twenty Six. Now upon opening and debate of the matter and hearing what was alleged by the Counsel for the Complainant and the Defendant Judith Stephens, no Counsel appearing for the Defendant Macartoon Carapiet and upon hearing read the said Decretal Order the Report of the Master of this Court made in this Cause dated the Thirty first day of January last and the Orders Confirming the same bearing date respectively the Seventh and Fifteenth days of February instant and upon hearing also read a Copy of a Notice from the Solicitor for the Complainant to the Defendant Macartoon Carapiet of the entry of this

Cause for further directions and Costs and the Affidavit of John Franz of Service of the Original Notice on the said Defendant Macartoon Carapiet on the Nineteenth day of February instant by leaving the same at his dwelling House in the Black Town of Madras And upon reading also the Certificate of the Accountant General of this Court in the words and figures following that is to say.

"Catherine Stephens Executrix of the late Mariam
"Canoom Sarquis deceased. v/s Hosanna Carapiet
"surviving Administratrix of Cachick Agamall
"deceased and Judith Stephens Executrix
"of Thequel Stephens deceased.

"I hereby Certify that According to the books of the Supreme Court "there stands in Cash to the Credit of the above Cause the Sum of Madras "Rupees Two thousand Six hundred and Twenty One and Pice "Five (2621–$\overset{a}{\cdot}$–$\overset{p}{5}$.)-

"Fort St. George Actt. Genl's. Office
"21st. February 1833
"J. G. Turnbull
"Actt. Genl. Sup. Court

"This Certificate is granted as per Application
"from Mr. Thomas Teed Complt. Solr.
"dated 20th. February 1833." "Ex'd R. Taylor."

This Court doth declare that the said Complainant Catherine Stephens is absolutely entitled for her own use and benefit to the Government Security or Company's Promissory Note No. 3298 of 1822/23 dated Thirtieth June One thousand Eight hundred and Twenty two for the Sum of Sicca Rupees Seven thousand and four hundred in the Masters Report mentioned to have been part of the said Estate of the said Cachick Agamall and to be now in the possession of the said Complainant but standing in the names of the late Thequel Stephens and Hosanna Carapiet and to all the Interest now due and to become due thereon and to have the said Note transferred into her own name and to sell and dispose of the same for her own use. **And this Court doth**

doth further declare that the said Complainant is entitled to receive from the said Defendant Judith Stephens One third part of the Sum of Pagodas Nine hundred and forty Fanams Twenty Eight and Cash Two found by the said Masters Report to be the Amount of the rents and profits of the House and premises in the pleadings of this Cause named purchased by the said Thequel Stephens together with interest thereon also to one third part of the Sum of Pagodas Two hundred and fifty Seven fanams Six and Cash Forty found by the said Report to have been received by the said Thequel Stephens and Hosanna Carapiet as Surviving Administratrices of the said Cachick Agamall the said Complainant giving Credit to the said Defendant Judith Stephens for one third part of the Sum of Pagodas Six hundred and Thirty One fanams Three and Cash Sixty found by the said Report to be the Amount of Sums laid out by the said Thequel Stephens and the said Judith Stephens in Substantial repairs and quit rent of the said House and premises and also to one third part of the Sum of Pagodas Two hundred and Seventy five fanams Seven and Cash fifty found by the said Report to have been paid by the said Thequel Stephens in her life time and the said Defendant Judith Stephens Since her death on Account of the said Estate of the said Cachick Agamall and it being admitted by the Solicitor for the said Complainant and the Solicitor for the said Defendant Judith Stephens that the Sum to which the said Complainant is so declared to be entitled Amounts to the Sum of Pagodas Ninety Seven fanams Seven and Cash Fifty four. **This Court doth accordingly Order and Decree** that the said Defendant Judith Stephens do pay the said Sum of Pagodas Ninety Seven fanams Seven and Cash Fifty four to the said Complainant on or before the first day of May next **And this Court doth further Declare** that the said Complainant is further entitled to One third part of the Sum of Rupees Two thousand Six hundred and Twenty One

and Pice five in the said Certificate of the said Accountant General mentioned being the Sum paid by the said Master to the Sub Treasurer of Fort Saint George with the privity of the said Accountant General as in the said Report mentioned. And this Court doth Order that the said Sub Treasurer with the privity of the said Accountant Generall do pay one third part of such Sum to the said Complainant or her Solicitor Mr. Thomas Teed And this Court doth declare that the said Complainant is also entitled to one third part or share of and in the said House and premises and of and in the Piece or Parcel of Ground Situate in Mac Lean Street in Madras in the said Masters Report mentioned and the rents and profits of the same respectively and also to one third part or share of and in any outstanding Estate and Effects of the said Cachick Agamall and that the remaining two third parts or Shares of and in the said House and premises and Piece or parcel of Land and of the said outstanding Estate and Effects and the said several Sums of Pagodas Two hundred and fifty Seven fanams
1-6 Six and Cash forty (257-6-40) and Rupees Two thousand
1-6 Six hundred and Twenty One and Pice five (2621-–-5) belong to the said Defendant Judith Stephens and the legal personal representative of the said Hosanna Carapiet in equal proportions Subject to and without prejudice nevertheless to any rights or Claims which may be existing thereon as between the said Defendant Judith Stephens and such legal personal representative respectively and upon the application of the said Defendant Judith Stephens by her Counsel Mr. Teed

This

This Court doth Order that the said Sub Treasurer with the like privity of the said Accountant General do pay One other third part of the said Sum of Rupees Two thousand Six hundred and Twenty One and Pice five in the said Certificate of the said Accountant General mentioned to the said last mentioned Defendant or her Solicitor Mr. Oriel Viveash and this Court doth further Order that the Master do Tax the Costs of the said Complainant up to the hearing of this Cause and that the same when Taxed be paid by the said Defendant Judith Stephens to the said Complainant and any of the parties are to be at liberty to apply to this Court as there may be Occasion.

By the Court.

Registrar

Tho. Teed
Compts. Sol.

In the Supreme Court of Judicature at Madras.
Third Term 1833.
Equity Side

Present
The Honorable Sir Ralph Palmer Knight Chief Justice
and
The Honorable Sir Robert Buckley Comyn Knight.
One of His Majesty's Justices.

Thursday the Eighteenth day of July one Thousand Eight hundred and Thirty three and in the Third Year of the Reign of His Majesty King William the Fourth.

Between Margatha Vellee Ummall
Complainant

and

Connore Annasawmy Moodelliar and
Connore Iyasawmy Moodelliar
Defendants

Ralph Palmer

R Comyn

This Cause coming on the Ninth and Tenth days of April 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 Original and Amended Bill of Complaint of the above named Complainant the Answer and further Answer of the Defendants thereto, And upon hearing read as Evidence for the said Complainant the several passages in the said Answer of the said Defendants as follow that is to say from the words "admits that" in folio Two to the words "the said Collingaroy" in the same folio from the words "say that" in folio Three to the words "the said Mootiah" in folio six from the words "and these "Defendants" in folio Twenty two to the words "shall be "produced" in folio Twenty five from the words "and "these Defendants further Answering say they admit "that the said Mootiah" in folio Forty four to the words "in that behalf mentioned" in the same folio from the words "and these Defendants further Answering admit "that the said Mootiah did leave" in folio Forty eight to the words "required to do" in folio Fifty from the words "and these Defendants say" in folio Sixty one to the words "other sums besides" in folio Sixty three from the words "and these Defendants admit that "they respectively" in folio Sixty four to the words "Defendants respectively" in folio Sixty six from the words "and these Defendants say that provided" in folio Sixty eight to the words "due thereon" in folio Sixty Nine together with the document in the said answer referred to marked **X** and also the several passages in the said further answer of the said Defendants as follow that is to say from the words "and these "Defendants" in folio Twenty nine to the words "Schedule **A**" in folio Thirty from the words "these "Defendants admit" in folio Ninety four to the words "when produced" in folio Ninety five from the words "and these Defendants deny" in folio one hundred and eight to the words "the said "Collingaroy" in folio one hundred and Ten together with such parts of the said Bill of Complaint as are referred to in the said passages of the said answers also the Deposition of Amonjecarray

Tagaroy

Tagaroy Moodelly to the sixth Cross Interrogatory filed on behalf of the said Complainant And upon hearing read as Evidence for the said Complainant the Exhibits marked respectively Nos 1, 2, 3, 4, 5, 6. and 7 And upon hearing read as Evidence for the said Defendant the Deposition of Cunchy Narsoo Naick to the First Third Fourth Fifth Sixth and Seventh Interrogatories in chief filed on behalf of the said Defendants The Deposition of Amonjecarray Tagaroy Moodelly to the First Sixth seventh Ninth and last Interrogatories in Chief filed on behalf of the said Defendants and Mr Bathie of Counsel for the said Complainant admitting that Mr Daniel Neale had departed this life and that the Exhibit **B** had been witnessed by the said late Daniel Neale And upon hearing read as Evidence for the said Defendants the said Exhibit Marked **B** also the several Exhibits marked respectively **C. D.** and **E** No 1 also **E F. G. H. I.** and **K** whereupon and upon debate of the Matter and hearing what was alleged by the Counsel on both sides and on Mature Consideration had thereon **This Court doth Order and Decree** that it be referred to the Master of this Court to take an Account of the pecuniary dealings and transactions between the said Amarambadas Collingaroy Moodelliar and Connore Mootiah Moodelly in the pleadings named in their respective lives times since the Thirty first day of July One thousand Eight hundred and Nineteen without interest on either side upon the footing of the Account then settled the Estate of the said Mootiah Moodelly to be debited with all sums of Money received subsequently to the said Thirty first day of July One thousand Eight hundred and Nineteen to or for the use of the said Mootiah Moodelliar whether in respect of the Interest of the Government Promissory Note for Sicca Rupees Ten thousand in the Bill mentioned or otherwise and to have credit for the balance of Pagodas Three thousand one hundred and four fanams Nine and Cash Nineteen found due to the said Connoor Mootiah Moodelly on such settled Account and also for the reduced Annuity of Pagodas Three hundred during the life time of the said Connoor Mootiah Moodelly from the said Thirty first day of July One thousand Eight hundred and Nineteen And it is further Ordered that the said Defendants do within one Month from this date bring in and deposit in the Honorable Company's Treasury of Fort Saint George with the privity of the Accountant General of this Court to the Credit of this Cause the Government Promissory Note No. 3164 for Sicca Rupees Ten thousand in the further Answer of the said Defendants mentioned and that the Interest now due and to grow due thereon be received by the sub Treasurer of Fort Saint George with the like privity of the said Accountant General for the purpose of accumulation until after the said Master shall have made his Report or the further Order of this Court the said Complainant and Defendants joining in all necessary acts to

enable

enable the said Accountant General to receive such Interest as occasion shall require And for the better taking of the Accounts and discovery of the Matters aforesaid the Parties are to produce to and leave with the said Master upon Oath all Books Papers Writings and Cadjans in their Custody or Power relating thereto and are to be examined on Oath on Interrogatories as the said Master shall direct And this Court doth reserve all further directions and Costs until after the said Master shall have made his Report and all Parties are to be at liberty to apply to this Court as there shall be Occasion.—

Dfts Solr.

By the Court

In the Supreme Court of Judicature at Madras

Plea Side Third Term 5th August 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight
One of His Majesty's Justices

Mary Parr Administratrix of William Parr deceased

~~vrs~~

George Parr

This Cause coming on this day to be tried. It is Ordered by the Court by and with the Consent of the Parties Plaintiff and Defendant their Counsel and Attornies that a Verdict be entered for the Plaintiff subject to this reference and that all Matters in difference between the Parties in this Cause be referred to the Award Order Arbitrament final end and determination of Mr. Oriel Viveash Attorney at Law so that he shall make and publish his Award in Writing of and concerning the premises in question on or before the Fifth day of October next — And that the said Parties shall and do perform fulfill and keep such Award so to be made by him the said Arbitrator as aforesaid — And it is also Ordered by and with such Consent aforesaid that the Costs of this Action and also the Costs of this reference and the Award to be made in pursuance thereof shall be in the discretion of the said Arbitrator who shall direct and Award by whom and to whom and in what manner the same shall be paid And that upon such Award of the said Arbitrator being duly made and published a Verdict in this Action as of the present Term be duly entered of Record of this Court conformably to the said Award —

Ralph Palmer

(together with costs as aforesaid so far as is consistent with the Award the said costs to be taxed by the Master) in like manner as if the Verdict of the Court had been given to the same effect And that the Parties aforesaid respectively (if required) and their respective Witnesses may be examined before the said Arbitrator upon Oath to be sworn before the Chief Justice or one of the other Judges of this Court. And that the said Parties respectively do produce to the said Arbitrator all papers Notes Writings Books Accounts and Documents in the possession or power of them respectively which relate to the Matters in question between the parties in this Cause as the said Arbitrator shall think fit and until the making and publishing such Award as aforesaid neither of the said Parties shall further prosecute or commence any Action or Suit at Law or in Equity touching the Matters which are comprised in this reference. And also that the said Arbitrator shall be at liberty to proceed and make his Award Exparte in case of the non attendance of either of the said Parties in difference or of their Witnesses after Six days previous Notice in Writing under the hand of the said Arbitrator given to the said Parties in difference respectively or left at his or their then last known respective place or places of abode notifying the time and place of meeting to proceed in the said reference And lastly it is Ordered that in case the said Arbitrator shall not be prepared to make and publish his Award within the time aforesaid then that the said Arbitrator shall by indorsements to be written on this Order from time to time enlarge the time for making and publishing the said Award as he shall deem reasonable giving to the said Parties or their Attornies respectively reasonable and sufficient Notice of such enlargement or enlargements of time — By the Court

M. French
D Prothy.

[illegible]
Plffs Atty.

[illegible]
Defts Atty

In the Supreme Court of Judicature at Madras

Equity Side

Third Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Monday the Twenty Second day of July One thousand Eight hundred and Thirty three and in the Third Year of the Reign of His Majesty King William the Fourth Between Soobah Ummall the Widow Administratrix and personal representative of Anavy Annasawmy Moodelly deceased.

Complainant

and

Sheeparembadoie Vadachella Moodelly John William Dare and Joseph Pugh and George Norton Esquire the Advocate General of the United Company of Merchants of England trading to the East Indies at their Presidency of Fort Saint George.

Defendants

This Cause coming on this day to be heard for further directions and Costs reserved by the Decretal Order of this Court bearing date the Twenty Second day of February One thousand Eight hundred and Thirty

Now upon opening and debate of the Matter and hearing what was alleged by the Counsel for the Complainant and by the Advocate General on his own behalf And upon hearing read the said Decretal Order the Order of this Court made on the Twenty first day of June last by Consent whereby the Report of the Master of this Court made in this Cause dated the Twentieth day of June last was Confirmed And upon hearing read the said Report

Ralph Palmer

R Comyn.

whereby

In Equity Side

Seethala ammall

vs

T. Vadachellam Moodelli

~~[illegible] Moodr~~

dts

No 5135

at 4 al

8/7/84

H.G.

Folios 21 = Rs. 7 – 14 – "

14/7/84.

A.D.

Supreme Court
Madras
In Equity Side

Soobala Ummall the widow administratrix and personal representative of Auvanay Arunasawmy Moodelliar deceased.

Vs

Streeperumbadoor Vadachellum Mudali John William Dare Joseph Pugh and George Norton Esquire Advocate General of the United Company of Merchants trading to the East Indies at their Presidency of Fort Saint George.

To
The Registrar

Sir

Please furnish me with a Copy of the decree herein dated 22° July 1833. in the above Cause.

Dated this 8th day of July 1884

Yours
A Balajee Row
Vakeel

whereby the Master has among other things Certified that a Charge and state of facts had been left with him by the said Solicitor on behalf of the said Complainant together with Plans for the Erection of Two Hindu Pagodas of Easvaren and Paroomall at Annacattoocharee and that he approved of the said Plans and for the purpose of carrying the said Charity into full operation and Effect it would be neceſsary that a Sum of Pagodas Two thousand Six hundred and Twenty One Fanams Thirty three and Cash Sixty be set apart for the purpose of Erecting and building the Easvaren Pagoda and likewise the Sum of Pagodas One thousand four hundred and Twenty Seven for Erecting and building the Paroomall Pagoda amounting together to the Sum of Pagodas Four thousand and Forty Eight fanams Thirty three and Cash Sixty or Madras Rupees Fourteen thousand One hundred and Seventy and Annas Ten and that the said Sum of Pagodas Four thousand and Forty Eight fanams Thirty three and Cash Sixty or Madras Rupees Fourteen thousand One hundred and Seventy and Annas Ten ought to be paid into the hands of the said Complainant the said Streepermadore Annasawmy Moodelly and Anavy Condapah Moodelly in the said Report particularly named for the purposes last aforesaid on their giving proper Security for the due appropriation thereof and that after deducting the said Sum of Pagodas Four thousand and Forty Eight Fanams Thirty three and Cash Sixty or Madras Rupees Fourteen thousand One hundred and Seventy and Annas Ten together with such Costs and Charges (if any) as this Honorable Court might deem meet to direct from the Amount now standing to the Credit of this Cause in the said Treasury the residue ought to Constitute a principal Sum to run at Interest and that the Interest thereof ought from time to time (as the same should fall due) to be paid to the said Complainant and the said Streepermadore Annasawmy Moodelly and Anavy Condapah Moodelly for the purpose of keeping the said Two Pagodas of Easvaren and Paroomall in repair and for the other purposes of the said Charities of Easvaren and Paroomall And that the said Complainant with the aid and Aſsistance of the said Streepermadore Annasawmy Moodelly and Anavy Condapah Moodelly (who were her nearest Male Family Connexions) and with the Survivor of them is the person Entitled to perform such Charities of Easvaren and Paroomall and that the said Streepermadore Annasawmy Moodelly and Anavy Condapah Moodelly were the persons whom the Event of their surviving the said Complainant would be entitled to perform the same during their respective life times with right of Survivorship between them in respect of such performance of the said Charities And upon hearing read the Certificate of the Accountant General of this Court in the words and figures following that is to say –

"Soobah Ummall the Widow Administratrix and
"personal representative of Anavy Annasawmy Moodelliar
"deceased ~~Wm~~ Streeperambadore Vadachella Moodelliar
"John William Dare and Joseph Pugh and George Norton
"Esqre the Advocate General of the United Company of
"Merchants of England trading to the
"East Indies at their Presidency of
"Fort St George –

"I hereby Certify that according to the books of the Supreme "Court the funds standing to the Credit of this Cause are as "follows Vizt.

"In three Promy Notes of the 5 Pr Cent Loan of 15th January 1830.	
" No. 34 of 38 dated 9th February 1830 bearing interest from 9th Feby 1833 for Sa Rs	10,000
" " 48 of 41 — 9th ditto — bearing ditto from 9th ditto for	10,000
" " 2948 — 4th March 1831 bearing ditto from 4th March 1833 for	200
"In two Ditto of the 4 Pr Cent Loan of 1st May 1832	
" No. 1183 dated 1st May 1832 bearing interest from 1st May 1833 for	1000
" " 2734 — 1st ditto — bearing ditto from 1st ditto for	500
"In a Receipt of the Deputy Accountant General for a Treasury	
"Acknowledgment of the 4 Pr Cent Loan of 7th June 1831 transmitted to Bengal	
"to be exchanged for a Promissory Note of the Supreme Government	
" No. 350 dated 17th April 1833 for	600
	"Sicca Rupees - 22,300 - or
	"Madras Rupees - 23,749 - 8 - "
"In Cash to be invested by the Sub Treasurer in purchase of Government	
"Securities when procurable	341 - 11 - 8.
	24,091 - 3 - 8.
"Interest due on Government Securities Sa Rs 252 - 8 - or	268 - 14 - 7 -
	"Madras Rupees 24,360 - 2 - 3.

"This Certificate is granted as pr
"application from Mr Thos Teed Compts
"Sol. dated 11th July 1833 -

"Fort St George Acctt Genls Office
"15th July 1833
"J. G. Turnbull
"Acctt Genl Supt Court

"Exd M Vurdapah"

Now upon mature deliberation had thereon **This Court doth declare** that the said Scheme and Plan for the purposes of the Charities in the Masters Report mentioned ought forthwith to be carried into effect **And doth hereby Order and Decree** the same accordingly **And it is further Ordered** that it be referred to the Master to Tax the Complainant and the Advocate General their Costs

Costs of this Suit subsequently to the said Decree of the Twenty Second day of February One thousand Eight hundred and Thirty as between Solicitor and Client and that the same when Taxed be added at the foot of this Decree and when signed by One of the Judges of this Court be by the Sub Treasurer with the privity of the said Accountant General paid out of the said Sum of Rupees Twenty four thousand three hundred and Sixty Annas Two and Pice Three in the said Accountant Generals said Certificate mentioned to the Parties or their Solicitors the Costs of the Complainant to her or her Solicitor Mr Thomas Teed and the Costs of the said Advocate General to him or his Solicitor Mr Thomas Teed **And it is further Ordered** that it be referred to the said Master to take good and Sufficient Security from the said Complainant and also from the said Streepermadore Annasawmy Moodelly and Annavy Condapah Moodelly in the said Masters Report mentioned for the due appropriation of all Monies which they shall respectively receive or be entitled to receive for the purposes of the said Charity pursuant to the said Scheme and Plan so Decreed to be carried into effect And upon the said Complainant and the said Streepermadore Annasawmy Moodelly and Anavy Condapah Moodelly giving such Security respectively the said Sub Treasurer with the like privity of the said Accountant General do out of the residue of the said Sum of Rupees Twenty four thousand Three hundred and Sixty Annas Two and Pice Three in the said Accountant Generals said Certificate mentioned pay to the said Complainant and to the said Streepermadore Annasawmy Moodelly and Anavy Condapah Moodelly or the Survivors or Survivor of them the Sum of Madras Rupees Fourteen thousand One hundred and Seventy and Annas Ten and also until any further

Order of the Court the Interest as the same from time to time shall
grow due and payable upon what shall then remain of the said
Sum of Rupees Twenty four thousand three hundred and Sixty
Annas Two and Pice three. **And it is further Ordered**
that the said Complainant and the said Streepermadoor Armasawmy
17 Moodelly and the said Anavy Condapah Moodelly and the Survivors
and Survivor of them when and as they shall receive such
principal Sum of Rupees Fourteen thousand One hundred and
Seventy and Annas Ten and such Interest as aforesaid do
apply the same respectively for the purposes of the said Charities
as in and by the Masters said Report in that behalf particularly
18 mentioned and all parties interested in the said
Charities or any of them are to be at liberty to apply to this
19 Court touching any of the Matters aforesaid as there shall
be occasion.-

By the Court.

M. ffrench
Dy Reg

Tho. Teed

Compts Solr.-

The Amount of the Taxed Costs to be paid to Mr. Thomas Teed Solicitor for the Complainant in pursuance of this Decree is Two thousand Eight hundred and Eighty Nine Rupees and Ten fanams as appears by the Certificate of the Master dated 25th October 1833.-

R. Palmer

The Amount of the Taxed Costs to be paid to the Solicitor for the Advocate General in pursuance of this Decree is One thousand Two hundred and Eighty two Rupees and two fanams as appears by the Certificate of the Master dated 25 October 1833.

R. Palmer

Folios 21. A.H.

The Amount of the Taxed Costs to be paid
to Mr Thomas Teed Solicitor for the Complainant
in pursuance of an Order made in this Cause
and bearing date the 18th day of September last is
Eight hundred and Ninety three Rupees and Ten
fanams as appears by the Certificate of the Master
20 dated 25 October 1833.-

R. Palmer

The Amount of the Taxed Costs to be paid to the Solicitor for the Advocate General in pursuance of an Order made in this Cause and bearing date the 18th day of September last is two hundred and Thirteen Rupees and two fanams as appears by the Certificate of the Master dated 25 October 1833.

R. Palmer

In the Supreme Court of Judicature at Madras

Second Term 1833

Equity Side

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majestys Justices

Tuesday the Second day of April One thousand Eight hundred and Thirty three and in the Third Year of the Reign of His Majesty King William the Fourth

Between John De Sena

Complainant

and

Edward De Sena

Defendant

Ralph Palmer

R Comyn

This Cause coming on this 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 Bill of Complaint of the above named Complainant and the Answer of the said Defendant thereto And upon hearing read as Evidence for the said Complainant the several passages in the said Answer of the said Defendant as follow that is to say from the words "Saith he admits" in folio Two to the words "for many years" in the same folio from the words "this Defendant Admits" in folio Ten to the words "One thousand Eight hundred and Twenty four" in the same folio from the words "And this Defendant" in folio thirteen to the words "in that behalf mentioned" in the same folio from the words "But this Defendant Says" in folio

Sixteen to the words "of little value" in folio Nineteen from the words "An this Defendant further Answering Admits that at" in folio Twenty Six to the wor "craves to refer" in folio Twenty Nine from the words "And this Defendant sh in folio Thirty five to the words "in that behalf mentioned" in folio Thirty from the words "And this Defendant further Answering Admits that in" in folio Thirty Seven to the words "in that behalf set forth" in the same folio from the words "And this Defendant further Answering Admits that in folio Forty three to the words "this Defendant" in folio Forty four - toge with such parts of the said Bill of Complaint as are referred to in the said Several paſsages of the said Answer also the Exhibits marked **A** and **B** - And upon hearing read as Evidence for the said Defendant the Exhibits marked Nos. 1 and 2. **Whereupon** and upon debate of the Matter and hearing what was alleged by the Counsel on both Si and on mature consideration had thereon - **This Court doth Order and Decree** that the said Complainants Bill in this Cause do stand and be dismiſsed out of Court with Costs.

By the Court -

In the Supreme Court of Judicature at Madras

Equity Side

Third Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice
and
The Honorable Sir Robert Buckley Comyn Knight
One of His Majesty's Justices

Thursday the First day of August One thousand Eight hundred and Thirty three and in the Third Year of the Reign of His Majesty King William the Fourth Between Antonio Constancio Dias and Mary Dias his Wife - - Complainants

and

Emanuel Bilderbeck Joseph Bilderbeck and John Bilderbeck - - - - - - - - - - - - Defendants

and between

Antonio Constancio Dias and William Rutter Executors of the Last Will and Testament of Mary Dias deceased - - Complainants

and

Emanuel Bilderbeck Joseph Bilderbeck and John Bilderbeck - - - - - - - - - - - - Defendants

By Original and Amended Bill and by Amended Bill of Revivor.

Ralph Palmer

R Comyn

This Cause coming on the Twenty fifth day of July 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 Upon Bill and Answer in the presence of Counsel learned on both Sides upon opening the Original and Amended Bill of Complaint and also the Amended Bill of Revivor of the above named Complainants the Answer of the said Defendant Emanuel Bilderbeck to the said Original Bill and Bill of Revivor and also the Answer of the said Defendant to the Amended

Bill The further Answer of the said Defendant Emanuel Bilderbeck to the said Amended Bill of Revivor and upon reading an Indenture of Settlement and made upon the Marriage of the late John De Monte and the said Complainant Mary Dias then Mary Bilderbeck and bearing date the Fifth day of October One thousand Seven hundred and Ninety two The Probate of the Last Will and Testament and Codicil of the late John De Monte The Probate of the said Last Will and Testament of the said Complainant Mary Dias. The Probate of the Last Will and Testament of Christopher Bilderbeck in the pleadings named and also Three several passages in a Book marked **A** being the passages specified in the Schedule annexed to the said Answer of the said Defendant Emanuel Bilderbeck to the said Original Bill and Bill of Revivor. And upon hearing read the Affidavit of Andrew Thomas Harrison and Chinnatamby Naicker respectively Sworn and filed this day whereby it appeared that the said Joseph Bilderbeck and John Bilderbeck respectively were residing beyond the Jurisdiction of this Honorable Court. **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 declare** that there being no issue of the Marriage of the said John De Monte and the said Complainant Mary Dias. The said Complainant Mary Dias upon the death of her said husband became absolutely Intitled to the principal Sum of Pagodas Four thousand and to the Two Houses the subject of the said Marriage Settlement and that the said Sum of Pagodas Four thousand and also the Sum of Pagodas Three thousand Seven hundred and Fifty the proceeds of the Sale of one of the said Houses having come to the hands of the said John De Monte the same were at the time of his death and still are a Valid and subsisting Charge against his Estate. And that the said Complainants Antonio Constancio Dias and William Rutter as the Representatives of the said Mary Dias are now well Intitled to receive the same thereout together with Interest upon the said Two Sums respectively at the rate of Six per Cent per Annum from the time of

of the death of the said John De Monte and also the Costs of this Suit. **And it is Ordered and Decreed** that it be referred to the Master of this Court to calculate the Amount of such Principal and Interest and to Tax such Costs accordingly with liberty for the said Complainants Antonio Constancio Dias and William Rutter to apply for payment of the said Principal Interest and Costs out of the residue of the Estate of the said John De Monte by Petition in the Cause wherein George Arbuthnot James Morgan Strachan John Binny and William Scott four of the Executors of the Last Will and Testament of John De Monte Esquire deceased are Complainants and the Reverend Fre Don Manuel de Ave Maria the Acting Bishop or Vicar General of Saint Thome Emanuel Bilderbeck and Constancio Dias and his Wife Mary Dias are Defendants. Serving upon the said Defendants Fre Don Manuel de Ave Maria and Emanuel Bilderbeck respectively with Notice of such Petition previous to the hearing thereof. **And this Court doth declare** that the said Defendant Emanuel Bilderbeck is Intitled to his Costs of this Suit as between Solicitor and Client and is at liberty to Charge the same in his Accounts and let the Master Tax the same accordingly. And all Parties are to be at liberty to apply to this Court as they may be advised. –

By the Court.

Complts Sol.

D Reg

In the Supreme Court of Judicature at Madras

Equity Side Third Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Friday the second day of August one Thousand Eight Hundred and Thirty three and in the Third year of the Reign of His Majesty King William the Fourth. Between Nanah Row and Tagaraz Row the Sons and legal personal Representatives of Issvan Row Deceased . . . Complainants

and

Rajah Ram Sathoo Row Runga Row Yaganatha Row Bawanee Row Visvanatha Row Appoo Row Vencata Row Triumbuck Row Sadasevah Row and Ranoo Row and Francis Fauquier Esquire George Tod Esquire and Francis Whitworth Russell Esquire. Defendants

Ralph Palmer
R Comyn

This Cause Coming on this day to be heard and debated as against the Defendants Rajah Ram Sathoo Row Runga Row Yaganatha Row Bawanee Row Visvanatha Row Appoo Row Vencata Row Triumbuck Row Sadasevah Row and Ranoo Row before the Honorable the Judges of the Supreme Court of Judicature at Madras in the presence of Counsel learned on all Sides - Upon opening the Bill of Complaint of the above named Complainants and the amended Plea put in by the said last mentioned Defendants to the said Bill of Complaint and upon hearing read as Evidence for the said Complainants The Deposition of Teroovataswarum Pettah Balaji Row to the First Second and Fourth Interrogatories in chief filed on behalf of the said Complainants. The Deposition of Sadasivah Row to the First Second and Fourth Interrogatories in chief filed on behalf of the said Complainants The Deposition of Teroovataswarum Pettah Audeapah Moodelly to the First Second and Fourth Interrogatories in chief filed on behalf of the said Complainants. The Deposition of Goomanagherry Gooroye to the First and Sixth Interrogatories in chief filed on behalf of the said Complainants. The Deposition of Syneachary to the First and Fifth Interrogatories in chief filed on behalf of the said Complainants. The Deposition of Jayapoor Vencatasa Doss to the First and Sixth Interrogatories in chief filed on behalf of the said Complainants. The Deposition of Teroovataswaram Pettah Vencatasa Moodelly to the First and Fourth Interrogatories in chief filed on behalf of the said Complainants Whereupon and upon debate of the Matter and hearing what was alleged by the advocates on both sides This Court doth Declare that the said Defendants Rajah Ram Sarthoo Row Runga Row Jagonatha Row Bowanee Row Viswanatha Row Appoo Row Vencata Row Trimbuck Row Sadasivah Row, and Ramoo Row were not nor was Either of them at the time of the filing of the said Complainants Bill of Complaint, Inhabitants or an Inhabitant of Madras within the true intent and meaning of the Charter of this Court. And this Court doth accordingly allow the said Plea and doth order and direct that all proceedings had against the said last named Defendants in this Suit be set aside and this Court doth further order that it be referred to the Master to tax the said Defendants their Costs of the said Plea and of this hearing and also their Costs of the application and order of the Eighteenth day of July one

thousand

thousand Eight Hundred and Thirty two and that such Costs when taxed be paid by the said Complainants to the said Defendants or to Mr. Oriel Viveash their Solicitor and all Parties are to be at liberty to apply to this Court touching the matters aforesaid as they may be advised.

By the Court

Oriel Viveash
Defts Solr

Registrar

Pauper

In the Supreme Court of Judicature at Madras

Equity Side

Third Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Wednesday the Seventh day of August One thousand Eight hundred and Thirty three and in the third Year of the Reign of His Majesty King William the Fourth

By Original Bill

Shake Davaljee Maistry . . . . Complainant

and

Pareapolliam Maury Chitty . . . . Defendant

By first Bill of Revivor

Shake Davaljee Maistry . . . . Complainant

and

Kistnamah Chitty Amachella Chitty Codunda Chitty and Soory Chitty the only Male representatives of the said Pareapolliam Maury Chitty deceased . . . . Defendants

By Second Bill of Revivor

Mymembee the only Child lawfully begotten by the said Shake Davaljee deceased . . . . Complainant

and

Kistnamah Chitty Amachella Chitty Codunda Chitty and Soory Chitty the sons and personal representatives of the said Maury Chitty deceased and Cawder Moydeen and Kymed Bee the only Nephew and Niece and also next of Kin of the said Shake Davaljee deceased . . . . Defendants

By Subsequent Bill of Revivor

Munna Beebee the widow and personal representative of the said Shake Davaljee deceased and also the Executrix of the Last Will and Testament of the said Mymembee deceased . Complainant

and

Amachella Chitty Codunda Ramah Chitty and Soory Chitty the Sons and personal representatives of Pareapolliam Maury Chitty deceased . . . . . . Defendants

This Cause coming on to be heard and debated before the Honorable the Judges of the Supreme Court of Judicature at Madras in the presence of Counsel on all sides on the Twenty Second day of July last upon the matter contained in the said Bill of Revivor wherein the said Munna Beebee is the Complainant and the said Amachella Chitty Codundaramah Chitty and Soory Chitty are Defendants and on the

Ralph Palmer

Comyn

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Fifth and Sixth days of August instant and also on this day upon Exceptions taken by the said Complainant Munna Beebee to the Masters reviewed Report in this Cause dated the Eighteenth day of February One thousand Eight hundred and Twenty four and for further directions and Costs reserved by the Original Decree made in this Cause bearing date the Seventh day of August One thousand Eight hundred and Nine. NOW upon opening the said Bill of Revivor the joint and several Answer of the said Defendants Parcapolliam Armachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty thereto and also the Matter of the said Exceptions and further directions And upon reading also the said Original Decree of the Seventh day of August One thousand Eight hundred and Nine the said Bill of Revivor of Shaech Davalsee against Parcapolliam Kistnamah Chitty Parcapolliam Armachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty the Order of Court dated Thirtieth July One thousand Eight hundred and Sixteen whereby the said Suit was revived The said Bill of Revivor of Mymembee against the said Parcapolliam Kistnamah Chitty Parcapolliam Armachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty also against Cawder Moideen and Reymed Bee The Order of Court dated Twenty first March One thousand Eight hundred and Twenty One whereby the said Suit was revived. The first Report of the Master in this Cause bearing date the Fifteenth day of February One thousand Eight hundred and Twenty two and the Exceptions taken thereto by the said Defendants Parcapolliam Kistnamah Chitty Parcapolliam Armachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty - The Order of this Court made on such last

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mentioned Exceptions bearing date the Third April One thousand Eight hundred and Twenty three - And the said reviewed Report of the said Master bearing date the Eighteenth day of February One thousand Eight hundred and Twenty four And upon reading also the Last Will and Testament of the said Complainant Mymembee filed of Record in this Honorable Court and hearing what was alleged by Mr. Advocate General and Mr. Teed as Counsel for the said Complainant and Exceptant Munna Beebee and by Mr. Bathie and Mr. Campbell as Counsel for the said Defendants Parcapolliam Armachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty and Mr. Bathie as Counsel for the said Defendants admitting the Title of the said Complainant Munna Beebee to revive this Suit to be well proved. The Court doth Order and Decree that this Suit and all the proceedings therein do stand and be revived accordingly and be in the same plight state and Condition against the said Parcapolliam Armachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty as the same were in at the time of the abatement thereof by the death of the said Complainant Mymembee. And In regard to the said Exceptions and further directions. It is further Ordered that so much of the First of the said Exceptions as relates to the allowance by the said Master to the Defendants of Credit for the Principal Sum of Pagodas Two thousand Seven hundred and Eighty Nine fanams Twenty Nine and Cash Twenty five be over-ruled and that the remainder of such Exception be allowed and that the said Sum of Pagodas Two thousand Seven hundred and Eighty Nine fanams Twenty Nine and Cash Twenty five be carried to the Credit of the said Parcapolliam Maury Chitty's Estate as hereinafter directed and with respect to the Matter Submitted by the Master to the Judgment of the Court whether the payments in his Report stated to have been made by the said Defendant Pareapolliam Maury Chitty (amounting to the Principal Sum of Pagodas Three thousand three hundred and Twenty four fanams Twenty Six and Cash Thirty) and the Interest thereon ought to be allowed to the said Defendants in discharge of the rents and profits charged against the said Pareapolliam Maury Chitty **The Court is of Opinion** that under the Circumstances stated in the said Masters Report no part of such payments or Interest ought to be allowed **and the Court doth further Order** that it be referred back to the Master to ascertain and Report what upon the Accounts as already taken between the parties and as found by the said Report of the Eighteenth day of February One thousand Eight hundred and Twenty four appears to be the balance due from the said Defendant Pareapolliam Maury Chitty to the said Complainant Shaik Davaljee or from the said Complainant to the said Defendant at the time of the death of the said Pareapolliam Maury Chitty except only that the Master in calculating such balance is to give Credit to the said Pareapolliam Maury Chitty at the time of his death for the said Principal Sum of Pagodas Two thousand Seven hundred and Eighty Nine Fanams Twenty Nine and Cash Twenty five hereinbefore mentioned and to debit him with the principal Sum of Pagodas Four hundred and Fifty four fanams Forty three and Cash Sixty in the said Report in that behalf mentioned without any interest on either of such principal Sums respectively And it appearing by the said Report that at the time of the date

thereof

thereof there were then in the poſseſsion of the said Defendants Pareapolliam Kistnamah Chitty Pareapolliam Arnachella Chitty Pareapolliam Codundaramah Chitty and Pareapolliam Soory Chitty Several Godowns therein particularly referred to being part of the Mortgaged property of the said Complainant Shake Davaljee **It is further Ordered** that the Master do enquire and state to the Court the particulars of such last mentioned property respectively And whether the same or any and what part or parts thereof are still in the poſseſsion of the said Defendants or either of them or were in any and what manner disposed of by the said Defendant Pareapolliam Kistnamah Chitty in his life time or have been so since his death by the said other Defendants Pareapolliam Arnachella Chitty Pareapolliam Codundaramah Chitty and Pareapolliam Soory Chitty respectively or either of them and that the said Master do ascertain and state the full and true value of such parts thereof respectively (if any) as have or hath been so disposed of and in regard to the Supplemental Matter of the said Bill of Revivor of the said Munna Beebee **The Court doth further Order** in case the said Defendants Pareapolliam Arnachella Chitty Pareapolliam Codundaramah Chitty and Pareapolliam Soory Chitty shall not admit aſsets of the said Pareapolliam Maury Chitty received by them and the said Pareapolliam Kistnamah Chitty respectively sufficient to satisfy the balance (if any) which shall be stated by the Master to be due by the said Defendant Pareapolliam Maury Chitty to the said Complainant Shake Davaljee at the time of the death of the said Pareapolliam Maury Chitty **Then** that the Master do take an account of the Estate and Effects of the said Pareapolliam Maury Chitty poſseſsed or received by the said Pareapolliam Kistnamah Chitty in his life time and by the said Pareapolliam Arnachella Chitty Pareapolliam

Codundaramah Chitty Chitty and Pareapolliam Soory Chitty respectively or by any Person or Persons by their or either of their Order or for their or either of their use or which without their or either of their wilful default might have been received and also an Account of the said Pareapolliam Maury Chitty's debts and Funeral expences and Compute Interest on such of his debts as carry Interest and the Estate and Effects of the said Pareapolliam Maury Chitty are to be applied in payment of what (if any thing) shall be so found due and owing to the said Shake Davaljee and of his other Debts in a due Course of Administration. And it is further Ordered that the Master do also take an Account of all and Singular the Mortgaged Houses Botiques and Premises of the said Complainant Shake Davaljee which now are or at any time or times have been in the possession of the said Defendants Pareapolliam Arnachella Chitty Pareapolliam Codundaramah Chitty and Pareapolliam Soory Chitty respectively or of the said Pareapolliam Kistnamah Chitty in his life time and of all and every the Sums and Sum of Money which were gotten in collected or received on Account of the Rents and Profits of the said premises by the said Pareapolliam Kistnamah Chitty and the said Defendants or either of them or by their or either of their Order or for their or either of their use or which but for their or either of their wilful neglect or default might have been received between the time of the death of the said Pareapolliam Maury Chitty and of the said Pareapolliam Kistnamah Chitty respectively And that the Master do also take a Separate Account of all and

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every the Sums of Money received or collected on account of the rents and profits of the same Property by the said Defendant Pareapolliam Arnachella wt Chitty Pareapolliam Codundaramah Chitty and Pareapolliam Soory Chitty or any or either of them or by their or either of their Order or for their or either of their use or which but for their or either of their wilful neglect or default might have been received since the death of the said Pareapolliam Kistnamah Chitty And the Master is to state how and in what manner such Rents and Profits as well during the life of the said Pareapolliam Kistnamah Chitty as since his death have been applied and disposed of The Court reserving the question of whether any and what interest ought to be charged on such Rents and Profits or any part thereof And in taking the said Several Accounts aforesaid The Master is to make unto the parties respectively all just allowances and all Parties are to produce to and leave with the said Master upon Oath all Books writings and Cadjans in their Custody or Power relating thereto and are to be examined on Oath on Interrogatories as the Master shall direct And the Court doth further Order that the Master do enquire and state who according to the Mahomedan Law were at the time of the death of the said Shake Davaljee Intitled to share in his Estate and in what proportions respectively and who are now entitled to such shares respectively and for that purpose He is to Cause such Advertisements to be published as he shall think proper for all Persons Claiming so to be entitled to come in before him and prove their Claims and he is to fix a peremptory day for that purpose and such of them as shall not come in by the time so to be limited are to be excluded from the benefit of this Decree

And the Master is to be at liberty to state any special Circumstances touching such Claims or any other of the Matters hereinbefore directed as he may think fit. **And it is further Ordered** that it be referred to the Mr Master to Tax the Costs of the said Complainant Munna Beebee in proving her Title to revive this suit and that the same when Taxed be paid by the said Defendants Parcapolliam Arnachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soory Chitty to the said Complainant Munna Beebee or to her Solicitor Mr. Thomas Teed. But in regard to all the rest of the Costs of this suit **The Court doth reserve** the Consideration thereof **And doth also continue** the reservation of all further directions until after the Master shall have made his Report on the several Matters hereinbefore referred to him and in the mean while all Parties interested in any of the Matters aforesaid are to be at liberty to apply to this Court touching the same as they may be advised.–

By the Court.–

Tho. Teed

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Regr.

In the Supreme Court of Judicature at Madras

Equity Side

Fourth Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Wednesday the Second day of October One thousand Eight hundred and Thirty three And in the Third Year of the Reign of His Majesty King William the Fourth.

Between Manally Moodookistna Moodelly.

Complainant

and

Manally Lutchmana Moodelly and Manally Ponniah Moodelly - - - - - - - Defendants.

Rd Palmer

Comyn

This Cause coming on the Twenty fourth Twenty fifth Twenty Sixth and Twenty Seventh days of September 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 Bill of Complaint of the above named Complainant the Answer and further Answer of the Defendant Manally Lutchmana Moodelly thereto And the Answer of the Defendant Manally Ponniah Moodelly And upon hearing read as Evidence for the said Complainant the several passages in the said Answer of the said Defendant Manally Lutchmana Moodelly as follow that is to say from the words "And this Defendant admits" in folio Thirty Eight to the words "Two hundred Sixty Seven thousand and three hundred" in folio Thirty Nine from the words "And this Defendant Admits that in the month" in folio Forty Nine to the words "craves to refer" in folio Fifty from the words "But this Defendant" in folio Fifty Two to the words "Twenty Ninth day of April One thousand Eight hundred and Twenty Nine" in folio Fifty five from the words "And this Defendant further" in folio Fifty Eight to the words "to accrue thereon" in folio Sixty One from the words "And this Defendant Admits" in folio Sixty two to the words "One thousand Eight hundred and Twenty Eight" in folio Sixty four from the words "And this Defendant Admits that after" in folio Sixty Eight to the words "in respect thereof" in folio Sixty Nine from the words "And this Defendant Admits that the said Complainant" in folio Seventy to the words "Commissioners in England" in folio Seventy four from the words "And this Defendant Admits that Twenty thousand Pagodas" in folio Eighty Six to the words "Number thirty Six" in folio Ninety from the words "And this Defendant for" in folio One hundred to the words "executed the same" in folio One hundred and three from the words "And this Defendant Admits that the said Assignment" in folio One hundred and Nine to the words "One thousand Eight hundred and Twenty Nine" in folio One hundred and Ten from the words "And this Defendant Admits that in an Affidavit" in folio One hundred and Twelve to the words "with him" ~~And~~ in folio One hundred and fourteen. And also the following passage in the said further Answer of the said Defendant Manally Lutchmana Moodelly that is to say from the words "And this Defendant further Answering saith" in folio Three to the words "reduced to writing" in folio Four together with such parts of the said Bill of Complaint as are referred to in the said passages of the

the said Answers also the Deposition of Benjamin Balfour to the First Second and last Interrogatories in Chief filed on behalf of the said Complainant. The Deposition of John De Vaz to the First Third Fifth and last Interrogatories in Chief filed on behalf of the said Complainant. The Deposition of Cootalum Colunda Moodelly to the First Third and last Interrogatories in Chief filed on behalf of the said Complainant The Deposition of Conchee Narsoo Naick to the First and Fourth Interrogatories in Chief filed on behalf of the said Complainant. also the Deposition of the said John De Vaz to the Fourth Interrogatory in Chief filed on behalf of the said Defendant Manally Lutchmana Moodelly. And upon hearing read as Evidence for the said Complainant Exhibits **A,B,C,E,F,G,** and **H** and upon hearing read the Order made in this Cause bearing date the Twentieth day of September last whereby it was Ordered that the said Complainant should be at liberty to produce and read at the hearing of this Cause as Evidence for the said Complainant the proceedings and Decree in the Cause of Manally Lutchmana Moodelly ~~vers~~ Manally Moodookistna Moodelly and others lately pending on the Equity Side of this Honorable Court and which Decree bears date the Fifteenth day of February One thousand Eight hundred and Thirty three and to produce and prove Viva Voce an Original Deed of Release executed by the Complainant Moodookistna the late Kistnasawmy the Defendant Pooniah and the Defendant Lutchmana dated the Twenty Ninth day of April One thousand Eight hundred and Twenty Nine in the Pleadings in this Cause mentioned saving all just Exceptions. And upon hearing read as Evidence for the said Complainant the said Decree and Release marked **D** in the said Order mentioned And upon hearing read another Order made in this Cause bearing date the Twenty fifth day of September last whereby it was Ordered that the said Complainant should at the hearing of this Cause be at liberty to prove by Witnesses to be examined Viva voce the Signature and hand writing of the Defendant Manally Lutchmana Moodelly to a Document purporting to be his further examination before the Tanjore Commissioners at Madras on the Thirteenth day of June One thousand Eight hundred and Thirty One saving all just exceptions. And upon hearing read as Evidence for the said Complainant the said further Examination marked **I**. And upon hearing read as Evidence for the said Defendant Manally Lutchmana Moodelly the Deposition of Coottatum Colunda Moodelly to the First and Second Interrogatories in Chief filed on behalf of the said Defendant Manally Lutchmana Moodelly the Deposition of Conchee Narsoo Naick to the First and Second Interrogatories in Chief filed on behalf of the said Defendant Manally Lutchmana Moodelly the Deposition of John De Vaz to the First Second and Third Interrogatories in Chief filed on behalf of the said Defendant Manally Lutchmana Moodelly. Whereupon and upon debate of the Matter and hearing what was alleged by the Advocates on all Sides and on mature

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consideration had thereon This Court doth Order and Decree that the said Complainant's Bill in this Cause be dismissed out of Court with Costs.

By the Court.

Registrar

Deft Latchmana

In the Supreme Court of Judicature at Madras

Equity Side

Fourth Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Wednesday the Second day of October One thousand Eight hundred and Thirty three And in the Third Year of the Reign of His Majesty King William the Fourth. Between Manally Moodookistna Moodelly and Manally Ponniah Moodelly
Complainants

vs

Manally Sutchmana Moodelly and Seeva Cawmy Ummall an Infant
Defendants

and

Manally Lutchmana Moodelly - - - - Complainant

vs

Manally Moodookistna Moodelly Manally Ponniah Moodelly and Seeva Cawmy Ummall - - Defendants

Ralph Palmer

R Comyn

The first of the above Causes coming on the Twenty fourth Twenty Seventh and Twenty Eighth days of September last and the Second of the above Causes on the Thirteen day of the same month and both Causes coming 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 all sides Upon opening the Bill of Complaint of the above named Complainants Manally Moodookistna Moodelly and Manally Ponniah Moodelly the several answers of the said Defendant Manally Lutchmana Moodelly and of the said Defendant Seeva Cawmy Ummall thereto respectively. And upon hearing read as Evidence for the said Complainants Manally Moodookistna Moodelly and Manally Ponniah Moodelly the several passages in the said Answer of the said Def

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Manally Lutchmana Moodelly as follow that is to say from the words "And says he admits it to be true" in folio Two to the words "Fifteen Years or thereabouts" in folio Four from the words "And this Defendant further Answering Admits" in folio five to the words "when the said Chinniah died" in folio Six from the words "and this Defendant further answering Admits that disputes" in folio Eleven to the words "in the said Cause" in folio fifteen from the words "And this Defendant further Answering Admits that afterwards" in folio Seventeen to the words "Receiver in the said Cause" in folio Eighteen from the words "And this Defendant further Answering Saith" in folio Twenty Eight to the words "the said Kistnasawmy" in folio Thirty from the words "and this Defendant admits by one of such Agreements" in folio Thirty One to the words "produced and proved" in folio Thirty three from the words "And this Defendant admits that in regard" in folio Fifty to the words "thought fit" in folio Fifty One from the words "And this Defendant Admits that he did" in folio Fifty One to the words "produced and proved" in folio Fifty five from the words "And this Defendant Admits that the said Kistnasawmy" in folio Fifty Six to the words "Inhabitants of Madras" in folio Fifty Seven from the words "And this Defendant Admits that the said" in folio Sixty three to the words "Shall be produced" in folio Sixty four from the words "And this Defendant Admits that in and by" in folio Sixty Six to the words "when produced" in folio Sixty Seven from the words "And this Defendant further" in folio Sixty Eight to the words "to the said Estate" in folio Sixty Nine from the words "And this Defendant Admits that some" in folio Ninety three to the words "Such receiver" in folio Ninety four - together with such parts of the said Bill of Complaint of the said Complainants in the first of the above Causes as are referred to in the said passages of the said Answer also the Deposition of John De Vaz to the First fourth fifth Sixth Seventh and Eighth Interrogatories in Chief filed on behalf of the

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said

said Manally Moodookistna Moodelly and Manally Ponniah Moodelly Complainants in the first of the above Causes The Deposition of Manally Ramakistna Moodelly to the First and Third Interrogatories in Chief filed on behalf of the last named Complainants The Deposition of Pauleam Veeragoroy Chitty to the First and third Interrogatories in Chief filed on behalf of the last named Complainants The Deposition of Matthew Pereira to the First and Ninth Interrogatories in Chief filed on behalf of the last named Complainants. And upon hearing read as Evidence for the said Complainants in the first of the above Causes the Exhibits **A** and **B** the Order of this Court made in the last mentioned Cause bearing date the Twenty Seventh day of September last Whereby it was ordered that upon the hearing of the said Cause the said Complainants should be at liberty to produce and Examine Viva Voce a Witness to prove the Execution by the Defendant Manally Lutchmana Moodelly of a Deed of Release between the Complainants the Defendant Lutchmana and the late Manally Kistnasawmy Moodelly deceased dated the Twenty Ninth of April One thousand eight hundred and twenty nine Saving all just exceptions And the said Release in the said Order mentioned marked **D** also the Exhibits marked respectively **A A, B B, C, E, G, H, I, K, L,** and **M** a Copy of the Deed of Agreement between the United Company of Merchants of England trading to the East Indies of the one part and the Several persons whose hands and Seals are thereto Set and affixed who are or claim to be Creditors of His late Highness Ameer Sing late Rajah of Tanjore and bearing date at London Eleventh day of February One thousand eight hundred and twenty four And the Decree made in the Cause wherein the said Manally Lutchmana Moodelly was Complainant and Manally Moodookistna Moodelly Manally Kistnasawmy Moodelly Manally Ponniah Moodelly Carpooga Ummall Davanee Ummall Tanjore Lutchmee Punnee Rupurvattee Coottee Gopaulkistna and Shunmoogum were Defendants bearing date the Fifteenth day of February One thousand eight hundred and thirty three And upon hearing read as Evidence for the said Manally Lutchmana Moodelly one of the Defendants in the first of the above Causes the Deposition of Nuttombadoo Ramasawmy Moodelly to the First Second and Third Interrogatories in Chief filed on behalf of the said last mentioned Complainants The Deposition of Cottingalum Teroochellumbala Moodelly to the First Second Third and Fifth

Interrogatories in Chief filed on behalf of the said Manally Lutchmana Moodelly as Defendant in the First of the above Causes The Deposition of Mangally Cundapah Moodelly to the First Second and third Interrogatories in Chief filed on behalf of the last named Defendant The Deposition of Nuttambadoo Ramasawmy Moodelly to the First and Fifth Interrogatories in Chief filed on behalf of the last mentioned Defendant The Deposition of John De Naz to the First and Sixth Interrogatories in Chief filed on behalf of the said last mentioned Defendant And upon reading the Order made in the first of the above Causes bearing date the Twenty Sixth day of September last And upon opening the Bill of Complaint of the above named Complainant Manally Lutchmana Moodelly the Several Answers thereto respectively of the said Defendants Manally Moodookistna Moodelly Manally Ponniah Moodelly and Seeva Cawmy Ummall 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 Declare that the said Manally Lutchmana Moodelly Complainant in the Second of the said Causes and the said Manally Moodookistna Moodelly and Manally Ponniah Moodelly Defendants thereto together with the said Manally Kistnasawmy Moodelly deceased became upon the death of the said Manally Chinniah Moodelly Severally and respectively entitled each to one fourth part or share of all and Singular the Estate property and Effects whether real or personal of or to which the said Manally Chinniah Moodelly in the pleadings named died possessed or entitled and that upon the death of the said Manally Kistnasawmy Moodelly the fourth part or share of and in the said Estate property and Effects to which he so became entitled together with the profits and proceeds thereof not legally disposed of by him and Subject to the payment of his debts and funeral expences devolved upon and became vested in his three Surviving Brothers the said Manally Moodookistna Moodelly Manally Ponniah Moodelly and Manally Lutchmana Moodelly in equal Shares and proportions and that the said Complainant and Defendants Manally Lutchmana Moodelly Manally Moodookistna Moodelly and Manally Ponniah Moodelly are now entitled to have a Partition of the whole of the said Manally Chinniah Moodelly's Estate property and Effects in such Several Shares and proportions aforesaid and to hold the same in Severalty Subject nevertheless to any Valid disposition made by the said Complainant and Defendants respectively and the said Manally Kistnasawmy Moodelly in his life time of any portion or portions of their respective interests in

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the said Estate under the Several agreements hereinafter referred to or any or either of them and Subject also to a due proportion of the said Manally Chinniah Moodelly's Estate property and Effects being set a part for the maintenance of the Infant Defendant Seeva Cawmy Ummall the daughter of the said late Manally Kistnasawmy Moodelly and to such other charges if any as are hereinafter directed to be enquired into And this Court doth Order and Decree that it be referred to the Master to take an Account of all and every the Estate property and Effects whether real or personal of which the said Manally Chinniah Moodelly was possessed of or entitled to or interested in at the time of his death and of the rents profits produce and proceeds of such property which then came or at any time since have come to the hands possession or power of the Defendants Manally Moodookistna Moodelly and Manally Ponniah Moodelly and the said Complainant Manally Lutchmana Moodelly or any Person or Persons by their or either of their Order or for their or either of their use or which came to the hands of the said Manally Kistnasawmy Moodelly in his life time and also of such parts thereof as at the time of the said Manally Kistnasawmy Moodelly's death remained in his possession or power or have at any time since been possessed by the said last named Defendants and Complainant respectively or by any other person or persons by their or either of their Order or for their or either of their use And that the Master do also take an Account of the annual value of such parts of the Houses Lands and premises of the said Manally Chinniah Moodelly as have at any time been occupied by the said last named Defendants and Complainants respectively or either of them since the death of the said Manally Chinniah Moodelly during the respective periods of such occupation and in case in taking the said Account the Master shall find that any particular part or parts of the said Manally Chinniah Moodelly's Estate have or hath under any or either of the Agreements bearing date respectively the Twelfth day of October One thousand eight hundred and twenty eight the Sixth day of November One thousand eight hundred and twenty eight and twenty Ninth day of April One thousand eight hundred and twenty nine respectively in the pleadings mentioned been purchased or agreed so to be by the said Defendants Manally Moodookistna Moodelly and Manally Ponniah Moodelly or by the said Complainant Manally Lutchmana Moodelly at any particular price or other valuation and that such part or parts of the said property have or hath under such purchases or agreements respectively actually been held and enjoyed by the said Defendants and Complainant respectively in Severalty or which but for their wilful neglect or default might have been so held and enjoyed then the Master in taking the account aforesaid is to debit such parties respectively with the amount of such prices or valuation from the period or periods at which such portions of the said property were so actually possessed by the said parties in Severalty or which but for their wilful neglect or default might have been possessed and thenceforward the Master is to cease taking any account of the Rents profits produce or proceeds of such portions of the said property respectively or of the Annual value thereof Save thereof and except as to any parts or part of the same as may have been occupied by any or either of the said last named Defendants or Complainant other than the purchasers thereof And in taking the account aforesaid the Master is to make unto all parties all just allowances and also to enquire whether any and what part of the said property Estate and Effects of the said Manally Chinniah Moodelly had been in any and what manner lost through the wilful

misconduct

misconduct or default of the said Manally Moodookistna Moodelly Manally Ponniah Moodelly and Manally Lutchmana Moodelly or any or either of them And this Court doth further Order that the Master do take an Account of the debts and funeral expences of the said Manally Chinniah Moodelly and Compute interest on such of his debts as carry interest And he is to enquire and Report what will be a suitable provision for the Maintenance of the said Defendant Seeva Cawmy Ummall having regard to her Circumstances and situation in life and to the share of the property of the said Manally Chinniah Moodelly to which her Father the said Manally Kistnasawmy Moodelly was entitled after the payment of the said Manally Chinniah Moodelly's debts and funeral expences and how and out of what fund such maintenance ought to be secured and from what period the same ought to be paid and how and by whom and at what expence the said Seeva Cawmy Ummall has been maintained since the death of her said Father And let the Master also enquire and Report what was the state of the family of the said Manally Chinniah Moodelly at the time of his death and what is the present state thereof and whether any and what persons Members of the said Family had any and what just claims on his Estate for the maintenance Marriage expences or otherwise And let the Master take an Account of the same if any and ascertain and Report by whom and from what fund the same have been paid and the Amount thereof and whether any and what expences have been properly incurred in the performance of the Funeral Ceremonies or other purposes of the Members of the family of the said Manally Chinniah Moodelly since his death and by whom and from what fund the same have been paid or laid out and whether the same or any and what part thereof were and are duly chargeable upon the said Estate of the said Manally Chinniah Moodelly And Let the Master also enquire whether any and what person or persons besides the said Infant Defendant Seeva Cawmy Ummall is or are now entitled to any and what allowance for Maintenance from the said Estate of the said Manally Chinniah Moodelly and from what time the same if any is payable and by whom the same has been paid and what will be a sufficient sum to Answer the future Maintenance of such other person or persons if any there be and out of what fund the same ought to be Secured And the Master is to be at liberty to make a Special Report or Reports as to any of the enquiries last mentioned aswell as regarding the Maintenance of the said Seeva Cawmy Ummall upon the application and at the costs respectively of the Several parties interested therein And it is further Ordered that the said Manally Chinniah Moodelly's Estate be applied in payment and satisfaction of his debts and funeral expences in a due Course of Law and after satisfying the same the Master do ascertain the clear residue of such Estate and the particulars of which the same and every part thereof both real and personal consists and of the Amount and Value of the same And this Court doth further Order that the Master do likewise take an Account of the debts and funeral expences of the said Manally Kistnasawmy Moodelly and Compute interest on such of his debts as carry interest and cause all necessary Advertisements to be made for that purpose And that he do also enquire and state whether any and what valid disposition was made by the said Manally Kistnasawmy Moodelly in his life time of any part of his share of the said Manally Chinniah Moodelly's Estate And it is Ordered that the said Share of and in Such Estate be applied in payment of his debts and funeral expences in a due Course of Law and subject thereto and to any Such dispositions thereof as aforesaid the remainder of Such share if any be added to the residue of the said Manally Chinniah Moodelly's Estate so directed to be ascertained as aforesaid

And

And this Court doth further Order that the Sum of Madras Rupees Fifty four thousand and Seventy One Annas Eight and Pice two appearing by the said Certificate of the Accountant General of this Court bearing date the Twenty third day of September One thousand Eight hundred and Thirty three to be standing to the Credit of the Cause of Manally Lutchmana Moodelly by Cotancolum Sabapathy Moodelliar his next friend ~~vs~~ Manally Moodookistna Moodelly and others together with all subsequent interest due thereon and also all the Bonds Notes Securities and other Property appearing by the said Certificate of the Accountant General bearin date the Tenth day of June One thousand Eight hundred and Twenty Nine to b standing to the Credit of the same Cause be with the privity of the said Accountan General transferred to the Credit of these Causes. And this Court doth further Order that it be referred to the said Master to approve of and appoint a proper pers to Collect get in and receive all and singular the monies due upon the said Bond Notes and other Securities and also to receive from John De Vaz in the pleadings named the several Bonds and Securities stated to have been deposited with hi on Account of the said Manally Chinniah Moodelly's Estate and to get in and collect the monies due upon the same together with all such other Estate and Effects of the said Manally Chinniah Moodelly as may be now outstanding and not in the possession of the said Complainant and Defendants Manally Lutchmana Moodelly Manally Moodookistna Moodelly and Manally Tonniah Moodelly or either of them and for that purpose the said Receiver is to be at liberty to carry in a further claim before the Commissioners for Investigating the debts of the late Rajah of Tanjore on behalf and on Account of the sai Estate of the said Manally Chinniah Moodelly in respect to the Sum of Pagoda Thirty thousand awarded conditionally to the said Complainant Manally Lutchmana Moodelly the Sum of Pagodas Fifteen thousand awarded conditionally to the said Defendant Manally Ponniah Moodelly and the Sum of Pagodas Twenty three thousand four hundred and fifty Seven Fanams Seventeen and Cash Forty five Awarded to the said Manally Ponniah Moodelly as Executor of the said Manally Kistnasawmy Moodelly and to do all neceſsary Acts for the purpose of realizing the same in case the said Commiſsioners shall see fit to receive such claim and such receiver is also to be at liberty to use the Names of the Complainant Manally Lutchmana Moodelly and of the Defendants Manally Moodoo Kistna Moodelly and Manally Ponniah Moodelly respectively for any of the purposes aforesaid and the said Parties are to join in all neceſsary Acts when required so to do by the said Receiver they being by him first indemnified against all Costs and Expences to be incurred thereby. **And it is further Ordered** that the Master do allow such receiver a reasonable Commiſsion for his Care and pains in regard to the several matters to be by him performed such person so to be appointed Receiver first giving Security to be approved of and taken by the said Master duly to Account for his receipts. **And it is Ordered** that the said Receiver do from time to time paſs his Accounts before the Master Annually or oftner if required so to do and when and as often as he shall have in his hands any Sum exceeding Rupees Five hundred he do pay the same into the Treasury first deducting his Commiſsion thereout to be placed to the Credit of these Causes and for the better taking the said Accounts and making the Enquiries aforesaid the Parties are to produce before the said Master upon Oath and leave with him if required all Deeds Books Papers Cadjans and Writings in their Custody or Power relating to the

several

several Matters aforesaid or any of them and are to be examined on Oath upon Interrogatories as the said Master shall direct **and this Court doth reserve** the Consideration of all further directions touching the Actual partition of the said Manally Chinniah Moodelly's Estate and of all other Matters together with the Costs of these Suits 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 occasion shall require.—

Ed. wt

By the Court.—

Registrar

In the Supreme Court of Judicature at Madras

Equity Side

Sittings after the Fourth Term 1833

Present

The Honorable Sir Ralph Palmer Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices

Friday the Fifteenth day of November One thousand Eight hundred and Thirty Three and in the third year of the Reign of His Majesty King William the Fourth. Between Paulliam Narrainsawmy Chitty and Rungamall - - Complainants

and

Pareapolliam Arnachella Chitty Pareapolliam Codundaramah Chitty and Pareapolliam Sooreah Chitty - - Defendants

Ralph Palmer

R Comyn

This Cause coming on the Twentieth and Twenty first days of September and on the First day of October One thousand Eight hundred and Thirty to be heard and debated before the Honorable the Judges of this Court in the presence of Counsel learned on all Sides Upon opening and debate of the Matter and hearing read among other things the Last Will and Testament of Paulliam Kistnamah Chitty deceased and what was alleged by the Counsel on all Sides Their Lordships made their Decree bearing date the First day of October One thousand Eight hundred and Thirty thereby it is declared that the Will of Kistnamah Chitty in the Pleadings named so far as it relates to the disposal of his moveable or personal property therein particularly specified is not void but valid and binding upon the Complainant Paulliam Narrainsawmy and thereby it is Ordered that it be referred to the Master to take an Account of the said Testators Debts funeral expences and Legacies bequeathed by the said Will and also of all and Singular the Personal Estate and Effects of the said Testator poſseſsed by or came to the hands of the said Defendants Parcapolliam Codundaramah Chitty Parcapolliam Sooreah Chitty and Parcapolliam Arnachella Chitty or either of them or of any other Person or Persons by their or either of their Order or for their or either of their use and of the Application thereof and that such personal Estate and Effects be applied in payment of the said Testators Debts funeral Expences and Legacies in a due Course of Administration and thereby the Master is directed in case there appear any clear residue thereof after such payment to ascertain and state the Amount thereof and thereby the same is directed to be paid into Court and laid out at interest in Government Securities for the benefit of the Infant Complainant during his Minority and thereby the Master is directed to inquire and state whether there is any and what part or parts of such Personal Estate and Effects outstanding and unreceived and why and for what reason and thereby it is Ordered that the said Complainant Rungamall and the said Defendant Codundaramah Chitty within one week from the date of the said Decree deposit and leave with the Master of this Court the Box and Key respectively in the said Decree mentioned and that the Master thereupon immediately ascertain the Amount and value of the Securities alleged to be deposited therein and that in case they be found not to Amount to the Sum of Rupees Fifty thousand and Sixty four the Sum alleged to have been deposited the Master

forthwith

forthwith certify the same to the Court and thereby it is directed that the said Defendant Parcapolliam Codundaramah Chitty thereupon pay into Court out of the Property of the said Testator admitted by his Answer to be then in his poſseſsion so much and such part thereof as should together with the said Sum found in the said Box Amount to the Sum of Rupees Fifty thousand and Sixty four subject to the further Order of the Court and thereby it is further Ordered that it be referred to the Master to take an Account of all and Singular the Lands Houses and other real and immoveable Estate to which the said Testator was Intitled at the time of his death and of the Rents and profits which have accrued thereon and been received by the said Defendants or either of them or by any other Person or Persons by their or either of their Order or for their or either of their use and how and in what manner such Premises and the Rents and profits of the same have been disposed of or to what purposes applied and also what has become of the Title deeds and Evidences relating thereto and thereby such of them as should then be in the poſseſsion Custody or Power of the said Defendants or either of them are directed to be forthwith deposited and left by them respectively with the Master in trust for the said Infant Complainant or such other Person or Persons as might be Intitled thereto and thereby as respects the said Complainant Rungamall's claim of Maintenance it is Ordered that it be referred to the Master to inquire and ascertain whether the Sum of Rupees Five thousand paid by the said Parcapolbiam Codundaramah Chitty to the said Complainant Rungamall as in the Pleadings mentioned was paid to her for or in lieu of Maintenance or for what other purpose and in case the same was paid on Account of Maintenance whether it is more or less than she is entitled to in respect thereof having regard to the circumstances and situation in life of the said Rungamall and the Amount of the said Testators Property and thereby the Master is directed if more to state the excess but if less or if such Sum of Rupees Five thousand was not paid to her on account of Maintenance to enquire and state what further Sum or what Sum in the whole as the Case might be she is entitled to receive for Maintenance having regard to the Circumstances aforesaid and how and out of what fund the same ought to be secured and paid and thereby liberty is given to the Master to state any special circumstances relating to any of the Matters aforesaid as he may think proper and thereby for the better taking of the Accounts and discovery of the Matters aforesaid the Parties are directed to produce before the Master upon Oath all Books Papers Writings and Cadjans in their Custody or power relating thereto and to be examined on Oath on Interrogatories as the Master shall direct and thereby in taking the said Accounts the Master is directed to make unto the parties all just allowances And all Parties were to be paid their Costs out of the said Testator's Estate the Consideration of all further directions and of subsequent Costs was reserved until after the Master should have made his Report and any of the Parties were to be at liberty to apply to this Court as there should be occasion

occasion And this Cause coming on to be reheard before the said Judges in the presence of Counsel learned on all sides upon opening and debate of the Matter and hearing read the evidence and what was alleged by the Counsel on all Sides their Lordships made another Decree entitled Narrainsawmy Chitty (late an Infant under the Age of Sixteen years by Rungamall his Mother and next friend) and Rungamall Complainants and Parcapolbiam Arnachella Chitty Parcapolliam Codundaramah Chitty and Parcapolliam Soorov Chitty Defendants bearing date the Eighth day of February One thousand Eight hundred and thirty two and thereby it is decreed that in and to the said Decree made on the said First day of October One thousand Eight hundred and thirty immediately after the words "valid and binding on the said Complainant Panliam Narrainsawmy" there be added the words following Vizt "And that the said Complainant "Panliam Narrainsawmy is entitled only to the residue of such property "subject to the said specific dispositions thereof respectively" and thereby it is further ordered that with such addition the said Decree of the said First day of October One thousand Eight hundred and thirty be affirmed generally but without costs And in pursuance of the said Decrees the said Master made his Report dated the Tenth day of September last and thereby Reported that his Predecessor Mr Byrne had been attended by the Solicitors for the Complainants and Defendants respectively and on the Fifth day of October One thousand Eight hundred and thirty ~~had~~ received from the said Complainant Rungamall an Iron Chest ~~&~~ and a Small Wooden Box with two keys containing the Company's

Securities hereinafter next mentioned (that is to say)

Seven Carnatic Bonds (namely)

No 2 of 215 of 1826/27 to the Amount of Madras Rupees	3,900 „ – „
No 3 of 229 of 1826/27 to the Amount of Madras Rupees	3,100 „ „
No 4 of 224 of 1826/27 to the Amount of Madras Rupees	3,900 „ „
No 5 of 153 of 1826/27 to the Amount of Madras Rupees	10,300 – „
No 9 of „ 1825/26 to the Amount of Madras Rupees	400 „ „
No 11 of „ „ to the Amount of Madras Rupees	600 – „
No 271 of 1826/27 to the Amount of Madras Rupees	600 „ „
Madras Rupees	22,800 – „ „
A Government 5 per Cent Promissory Note No 214 of 3135 of 1822/23 for Sicca Rupees	3,000 „ „
A Government 5 per Cent Promissory Note No 455 of 2898 of 1822/23 for Sicca Rupees	22,600 „ „
Sicca Rupees	25,600 „ „

And the said Master by his said Report further reported that he had likewise been attended by Counsel and Solicitors for and on behalf of the Complainants and Defendants and in their presence had proceeded with the enquiries in and by the said Decree made on the said First day of October One thousand Eight hundred and thirty directed and he had taken an account of the Funeral Expences of the said Testator and of the debts due by him at the time of his death and of the debts which subsequently thereto became due by the Estate of the

said

said Testator and of payments made in respect thereof by the said Defendants or either of them and the said Master thereby Certified that he had caused Advertisements to be published in the Madras Government Gazette for the Creditors and others claiming against the Estate or under the Will of the said Testator to come in before him and prove their debts and claims on or before the First day of January last and he found that the said Testator's debts as well as those due by his Estate and his funeral Expences amounted to the sum of Madras Rupees Two hundred and forty Nine thousand Eight hundred and thirty Annas Nine and pice ten the particulars of which are setforth in a Schedule Number 1 annexed to his said Report and he found that almost immediately after the death of the said Testator a Suit was commenced in this Honorable Court wherein one Panliam Sawmy Chitty was Complainant and the several parties in this Cause were Defendants and he found that the object of the Suit wherein the said Panliam Sawmy Chitty was Complainant and the parties in this Cause were Defendants was to obtain a division of the property of the said Testator as well as of the property of the Defendants in this cause on the alleged ground of the family of the said Panliam Sawmy Chitty the said Testator and of the parties in this Cause constituting an undivided Hindoo family and that on the hearing of the said Suit the Bill of Complaint of the said Panliam Sawmy Chitty was dismissed without costs and he found that the said Defendants paid to their Solicitor for the costs of the said last mentioned Suit the sum of Madras Rupees Twenty five thousand three hundred and Fifty two and Annas ten being for the defence thereto of themselves the said Defendants as well as of the said Complainants Panlam Narainsawmy Chitty and Rungamall and the said Master thereby reported that he had after having examined the pleadings exhibits and other proceedings in the said last mentioned cause apportioned such last mentioned costs And he found that the proportion thereof to which the Estate of the said Testator ought to be held liable amounts to the sum of Madras Rupees Fifteen thousand Six hundred and forty four and Annas two and he reported that he had accordingly allowed the said Defendants Credit for the said sum of Madras Rupees Fifteen thousand Six hundred and forty four and Annas two and the same appears in the said Schedule Number 1 as having been by them paid on account of the Estate of the said Testator and the said Master reported that he had in pursuance of the Orders made in this cause on the Sixteenth and Twenty third days of August last received and taken into his consideration as Evidence for the Complainants in this cause the Answer of the said Defendants filed on the Twenty first day of March One thousand Eight hundred and Twenty Seven in the said last mentioned Cause or Suit wherein the said Panlam Sawmy Chitty was Complainant and he found that all the funeral expences of the said Testator and debts due by him at the time of his death as well as the debts due by his Estate Subsequently thereto

had

had been fully paid and satisfied by the said Defendants or some or one of them at the times and in the manner in the said Schedule Number 1 mentioned And that the said Master thereby reported that he had likewise taken an account of the Legacies bequeathed by the said Testator in and by his said Will and he found that the Legacy therein mentioned of Rupees Twenty five thousand to the said Defendant Toreapolliam Annachella Chitty remained unpaid and unsatisfied And he found that the said Testator at the time of his death was possessed of or well entitled to Government Securities or Companys Bonds amounting in the whole to the sum of Sicca Rupees One hundred and Eighty one thousand or Madras Rupees One hundred and Ninety two thousand Seven hundred and Sixty five the particulars of which and the manner and purposes in and to which such Government Securities or Company's Bonds had been appropriated were setforth in a Schedule Number 3 annexed to his said Report and he found that there were deposited in the life time of the said Testator at the Government Bank of Fort Saint George by the said Defendant Toreapolliam Soorcah Chitty on behalf of the said Testator a Company's Security No 1795 of 1825/26 dated 8th of June 1825 of the five per Cent Loan of the 19th of May 1825 for Sicca Rupees Three thousand and also a Company's Security

No 385 of 2999 of 1822/23 dated 31 of March 1823 of the five per Cent Loan of that date for Sicca Rupees Three thousand One hundred and that the same had been borrowed by the said Testator of Pankum Narrainsawmy Moodelly and that the said two last mentioned Company's Securities were after the death of the said Testator received back from the said Government Bank by the said Defendant Pareapolliam Sooriah Chitty and returned to the said Pankum Narrainsawmy Moodelly and the said Master thereby reported that he had likewise in the said last mentioned Schedule Number 3 setforth the particulars of all Carnatic Bonds or Certificates belonging to the said Testator's Estate amounting to the sum of Madras Rupees Fifty five thousand Four hundred and forty one Annas Four and pice four which had since the death of the said Testator come to the hands possession or power of the said Defendant Pareapolliam Codundaramah Chitty as the Executor of the said Testator and the manner in which Certain of the said Carnatic Bonds or Certificates had been appropriated or disposed of and that he had

likewise

likewise in the said Schedule Number 3 setforth all such Carnatic Bonds or Certificates as then remained in his Custody or power And he found that the said Defendant Pareapolliam Codundaramah Chitty had not received out of or debited the Estate of the said Testator with any Government Securities or Company's Bonds or Monies in satisfaction of the Legacy of Rupees Two hundred thousand in Company's Bonds specifically given and bequeathed to the said Defendant Pareapolliam Codundaramah Chitty by the said Testator in and by his said Will or any part thereof and that such Legacy remained wholly unpaid and unsatisfied And he further found that the two Several Legacies of Rupees Fifty thousand to the said Defendant Pareapolliam Sooriah Chitty and Rupees Twenty five thousand to make a Charity called Saba for God Sabanayagar at Chedumbara to be perfumed agreeably to the wish of the said Defendant Pareapolliam Sooriah Chitty in the said Will respectively mentioned remained unpaid and unsatisfied And the said Master thereby Certified that a Charge and state of Facts had been left with him on behalf of Mr Advocate General claiming (amongst other things) to have the said sum of Twenty five thousand Rupees from and out of the Estate of the said Pareapolliam Kistnamah Chitty deceased invested in Government Securities bearing Interest and to have the same brought and deposited in the Honorable Company's Treasury of Fort Saint George with the privity of the Accountant General to be placed to the Credit of this Cause to the Account of the said Charity and Submitting that Interest thereon from the Eighth day of October One thousand Eight hundred and twenty Seven (being one year after the death of the said Pareupolliam Kistnamah Chitty deceased) ought to be applied in the performance of the said Charity And the said Master thereby Certified that in pursuance of an Order of this Honorable Court made in this Cause and dated the Twenty fourth day of September One thousand Eight hundred and thirty one the said Seven Carnatic Bonds hereinbefore mentioned as having been received by Mr Byrne amounting in the whole to the said sum of Madras Rupees Twenty two thousand and Eight hundred and likewise the said two Government Promissory Notes therein and hereinbefore mentioned as having been received by Mr. Byrne amounting to the said Sum of Sicca Rupees Twenty five thousand and Six hundred were by him deposited in the Honorable Company's Treasury at Fort Saint George with the privity of the Accountant General and placed to the Credit of this Cause Subject to the further Order of this Court And the said Master thereby Certified that in and by the said Order dated the 24th day of September One thousand Eight hundred and thirty

One

one the Sub Treasurer with the like privity of the said Accountant General was directed to pay to the said Complainant Pauliam Narrainsawmy Chitty all interest due and thereafter to become due on the said several Government Securities (so deposited by the said Master as aforesaid) for maintenance and support of the said Complainant Pauliam Narrainsawmy Chitty and the said Sub Treasurer was directed with the like privity of the said Accountant General to receive the Amount of such of the said Securities as had been advertised to be paid off and to reinvest the Amount in other Securities of the Honorable Company's Five per cent Loans of the Eighteenth August One thousand Eight hundred and Twenty five or Thirtieth January One thousand eight hundred and thirty the same with the like privity of the said Accountant General to be placed to the credit of this Cause Subject to the said Order dated the Twenty fourth day of September One thousand eight hundred and thirty One in the same manner as the Securities the Amounts of which were thereby authorized to be received And the said Master by his said Report certified that by an Order of this Honorable Court made in this Cause and dated the First day of October One thousand Eight hundred and thirty two the said Sub Treasurer was directed with the privity of the said Accountant General to pay transfer and deliver over to the said Complainant Pauliam Narrainsawmy Chitty on Account and in part Satisfaction of his said Legacy of Rupees Fifty thousand the hereinafter mentioned Government Securities and Money then deposited in the said Treasury and standing to the credit of this Cause (that is to say)

In

In Seven 4 per cent Carnatic Certificates Amounting to ——		22,800	"	"
In four Promissory Notes of the 5 per cent loan of 18th August 1825 Amounting to Sicca Rupees 22,500 or ——		23,962	8	"
In two Promissory Notes of the 5 percent loan of 15th January 1830 Amounting to Sicca Rupees 1,300 or ——		1384	8	.
In Cash remaining uninvested	28-12-2			
In Cash drawn on Government Securities	232-15-6			
		261	11	8
Interest due on Government Securities ——		978	9	"

Amounting to the Sum of Madras Rupees Forty nine
thousand three hundred and eighty seven Annas four
and Pice eight and all interest accrued and to accrue
thereon and in and by the said Order dated the said
First day of October One thousand eight hundred
and thirty two the said Master was directed in
taking the accounts directed by the said Decree of
the said First day of October One thousand eight
hundred and thirty to give to the said Defendants
credit for the said last mentioned money and the
value of the said last mentioned Securities at the
market or Current price of the day and He found
that under the said Order of this Honorable Court
dated the first day of October One thousand eight
hundred and thirty two the said Complainant
Pauliam Narrainsawmy Chitty received from the
Sub Treasurer Money and Government Securities
amounting in the whole to the Sum of Madras
Rupees Forty Six thousand five hundred and twenty

Six

Six Annas eight and pice two leaving (after giving the Defendants
Credit for the said last mentioned money and the said
last mentioned Government Securities at the Market or Current
price of the day) the Sum of Madras Rupees Three
thousand four hundred and Seventy three Annas Seven and
pice ten part of the said Legacy to the said Complainant
Pauliam Narrainsawmy Chitty) unpaid and unsatisfied and
the Schedule Number 13 annexed to his said Report contains
the particulars of the said Money and Government Securities
so received by the said Complainant Pauliam Narrainsawmy
Chitty under the said Order of the First day of October
One thousand eight hundred and thirty two as aforesaid.
And the said Master further found that the premium and
profit of Rupees Thirty thousand from the Advance made
in the purchase of Carnatic petty Claims anticipated by the
said Testator at the time of making and publishing his said
Will and therein mentioned had not been realized and that
there had been an actual loss to the Estate of the said
Testator amounting to the Sum of Madras Rupees Three
thousand One hundred and nineteen Annas eight and pice One
in respect of such purchase of Carnatic petty Claims And
the said Master found that the six Several legacies of
Rupees Ten thousand to Caumatchee Daughter of the
said Testator Rupees Four thousand for the Marriage
of the Daughter of the said Caumatchee Rupees Four
thousand to Danom Rupees Four thousand to Moottyaloo
Rupees Three thousand to Rasapah Chittyar and Rupees

Five thousand to Veerasawmy Son of Sawmy Chitty Amounting on the whole to the Sum of Rupees Thirty thousand in the said Will respectively mentioned and therein by the said Testator specifically directed to be paid out of such Anticipated premium and profit had thereby become and were null and void And He further found that no Award had up to the date of the said Report been received from the Tanjore Commissioners or Stock or monies realized in respect of the Bond of Alliepoo Cawn Saib in favor of Captain Butler or in respect of the two Several Bonds purchased from the Son of Iyer Chitty and Jeevan Row respectively in the said Testators Will mentioned to a half Share of which three Several last mentioned Bonds the said Testator and Mr Hart were each entitled and two fourths of which half Share belonging to the said Testator he the said Testator had in and by his said Will directed to be defrayed for Charity expences to dig Tanks and to build Choultries in good places and the other two shares thereof to be divided into three equal shares to be enjoyed by the said Defendants Pareapolliam Codundaramah Chitty and Pareapolliam Sooreah Chitty and the said Complainant Pauliam Narrainsawmy Chitty respectively And the said Master thereby certified that Mr Advocate General

General in and by the said Charge and state of facts so left with him on his behalf as aforesaid Claims to have two fourths or two quarter shares from and out of the funds to be awarded and realized and become payable in respect of one half share of the Bonds purchased of Tanjore Amahreesing Maha Rajah by the said Testator and the said Mr Hart set apart and appropriated for the Charitable purposes directed by the said Testator that is to say to dig Tanks and build Choultries in good places and to keep the same in repair and the said Master further found that an Award in favor of the said Testator or his Estate had been received from the Tanjore Commissioners in respect of the Bond purchased from Cottah Vallabadoss in the said Testators Will mentioned and that the said Defendant Pareapolliam Codundaramah Chitty as Executor of the said Testator in satisfaction of the said last mentioned award had received the Government Promissory Note bearing interest at Four per Cent per Annum for Madras Rupees Ten thousand Four hundred and Thirty one Annas Three and Pice Eleven Number 181 of 1831/32 dated Seventh of October One thousand Eight hundred and Thirty One in the said Schedule No 3 annexed to his said Report mentioned and also the Sum of Madras Rupees Three thousand Nine hundred and Sixty three Annas thirteen and Pice Ten on Account of Interest And the said Master thereby reported that he had Credited the Estate of the said Testator with such last mentioned Interest as appears in and by the Schedule Number 4 to his said Report Annexed And he found that the said Defendants Pareapolliam Codundaramah Chitty and Pareapolliam Sooreah Chitty and the said Complainant Pauliam Narrainsawmy Chitty under the Will of the said Testator were as Legatees intitled to one equal third Share each of the said Amount of the said last mentioned award And he found that an Award had been received from England by the Tanjore Commissioners at Madras in favor of the said Testator in respect of the Bond in the name of Major Dalrymple in the said Will mentioned but that the said Defendant Pareapolliam Codundaramah Chitty as such Executor as aforesaid had not been able to realize the Amount of such last mentioned Award in Consequence of the Madras Government not having forwarded any Orders to the Accountant General in respect thereof and that the same did not remain unrealized by any wilful neglect or default of the said Defendants or any or either of them and he found that the said Defendants Pareapolliam Codundaramah Chitty and Pareapolliam Sooreah Chitty and the said Complainant Paulliam Narrainsawmy Chitty under the Will of the said Testator were likewise as Legatees entitled to one equal third share each of all such Stock and Monies as might be awarded in respect of the said last mentioned Bond and he found that no award had up to the date of ~~the~~ his said Report been received from the Tanjore Commissioners in respect of the share purchased from Sawmy Moodelliar in the said Will mentioned and he found that under the said Will the said Defendants Pareapolliam Codundaramah Chitty and Pareapolliam Sooreah Chitty and the said Complainant Paulliam Narrainsawmy Chitty as Legatees were entitled to receive each of them one equal third part or portion of any Stock and Monies that might be awarded in respect of the Share so purchased from the said Sawmy Moodelly and he found that the said Defendant Pareapolliam Codundaramah Chitty had received on account of an Award of the Carnatic Commissioners in respect of the Nabobs Bond purchased from Madah Sadah Palla Kistnamados a Carnatic Certificate in favor of the said Defendant Pareapolliam Arnachella Chitty Number One hundred and Sixty two dated Twenty fourth of April One thousand Eight hundred and Twenty Eight for Pagodas two thousand Seven hundred or Madras Rupees Nine thousand four hundred and fifty which

is particularly described in the said Schedule No. 3 and he found that the said Defendants had received for Interest in respect of such last mentioned Award the Sum of Madras Rupees Five thousand Seven hundred and forty five Annas Nine and Pice Eight and the said Master thereby Reported that he had allowed the Estate of the said Testator Credit for such last mentioned Sum of Madras Rupees Five thousand Seven hundred and Forty five Annas Nine and Pice Eight as appears by the said Schedule No. 4 annexed to his said Report and He found that under the said Will the said Defendants Pareapolliam Codundaramah Chitty and Pareapolliam Sooreah Chitty and the said Complainant Paulliam Narrainsawmy Chitty as Legatees were entitled to one equal third share each of the Amount of Stock and Monies so Awarded as last aforesaid and he found that no Charge or Claim had been preferred before him by the said Defendant Pareapolliam Sooreah Chitty in respect of the half Share of the said Testator in the Concern of the Copartnership dealings with the said Mr Hart by the said Testator in and by his said Will directed to be enjoyed by the said Defendant Pareapolliam Sooreah Chitty and he found that the said Defendant Pareapolliam Sooreah Chitty had given up possession of the House of Sooree Narrain Chitty in the said Will mentioned to Ammaloo Camatchee therein named together with the Bills of Sale and documents of Title relating thereto and he found that no award had up to the date of his Report been made by the said Tanjore Commissioners in respect of the Tanjore Bond made over to the said Mr Hart by Vencatachella Chitty Son of Tombee Chitty Cootty Chitty in the said Will mentioned and he found that Danow and Moottialoo the Daughters of Vencataroy deceased in the said Will respectively named were entitled as Legatees to receive under the same the Share of the said Testator of all such Stock and Monies as might be awarded in respect of such last mentioned Tanjore Bond and he found that Vadavee in the said Will named had departed this life and that since her death the Sum of Madras Rupees Three hundred and Eighty five had been by the said Defendants paid for her funeral Expences being in part payment of the Sum of Rupees One thousand by the said Testator to her in and by his said Will bequeathed and the said Master reported that he had allowed the Defendants Credit for such last mentioned payment of Rupees Three hundred and Eighty five and the same is included in the said Schedule No 1 and that he had in a Schedule No 2 annexed to his said Report set forth the particulars of all such of the said Legacies by the said will given and bequeathed as had been in part paid and satisfied as well as those likewise that then remained unpaid and that he had taken an Account of all and Singular the personal Estate and Effects of the said Testator possessed by or Come to the hands of the said Defendants Parcapolliam Annachella Chitty Do Parcapolliam Codundaramah Chitty and Parcapolliam Sooreah Chitty respectively or either of them or any other Person or Persons by their or either of their Order or for their or either of their use and of the application thereof and that he had in the said Schedule number 4 And in a Schedule No 14 to his said Report Annexed set forth the particulars thereof and he found that the said Testator and the said W Hart in or about the year One thousand Eight hundred and Twenty five were jointly concerned in Copartnership in certain Indigo works at Connatoor Trepasore and Cannarvadapooram and likewise in the Shipment of Piece Goods to Europe and that the several payments made after the death of the said Testator on Account of the said Indigo Works and Shipment of Piece Goods amounting to Rupees Three thousand three hundred and Sixty four Annas five and Pice Eight particularly specified in the Schedule No 5 annexed to his said Report were made by the Defendant Parcapolliam Sooreah Chitty on Account of the Estate of the said Testator and the said Master found that the name of the said Testator did not appear in the said last mentioned dealings and transactions and that the name of the said Defendant Parcapolliam Sooreah Chitty was used therein by the said Testator but that the said Defendant Parcapolliam Sooreah Chitty had no interest therein and that he was merely a Namelender to the said Testator in such dealings and transactions with the said W Hart and He found that the said Testator in or about the month of

June

June One thousand Eight hundred and Twenty six entered into a Contract with the Madras Government in the name of the said Wm Hart and that the said Testator and the said Wm Hart were jointly interested in the profits of the said Contract and that a deposit of Company's Securities to the Amount of Rupees Seventy thousand or thereabouts was required by the said Government to ensure the performance of such Contract by the said Wm Hart and to enable him to obtain an Advance of Money from the said Government for the purposes of the said Contract and the said Master found that the said Testator through and in the name of the said Wm Hart accordingly made such deposit as last aforesaid with the said Government and that the Government Securities so deposited as aforesaid being.

No 5382 of 1825/26 dated 8th May 1826 of the 5 per Cent loans of the 18th August 1825 in the name of William Hart Esquire for Sicca Rupees	20000 — „ — „
No 214 of 3135 of 1822/23 dated 31st March 1823 of the loan of that date in the name of Joseph Seclura and endorsed by Sooreah to William Hart Esquire, Sicca Rupees	3000 — „ — „
No 455 of 2898 of 1822/23 dated 31st March 1823 of the loan of that date in the name of Sooreah Chitty and endorsed by him to William Hart Esquire Sicca Rupees	22,600 — „ — „
No 1 of 250 of 1826/27 dated 1st September 1826 on Account of Claims withdrawn from the Carnatic fund in the name of P Sooreah Chitty and endorsed to William Hart Esquire for Madras Rupees	2300 — „ —

No 2 of 1825 of 1826/27 dated 1st September 1825 on Account of Claims withdrawn from the Carnatic fund in the name of P. Sooreah Chitty and endorsed to William Hart Esquire for Madras Rupees —— 3900 — „ — „

No 3 of 229 of 1826/27 dated 1st September 1826 on Account of Claims withdrawn from the Carnatic fund in the name of P. Sooreah Chitty and endorsed to William Hart Esquire for Madras Rupees —— 3100 — „ — „

No 4 of 224 of 1826/27 dated 1st September 1825 on Account of Claims withdrawn from the Carnatic fund in the name of P. Sooreah Chitty and endorsed to William Hart Esquire for Madras Rupees —— 3900 — „ — „

No 5 of 153 of 1826/27 dated 1st September 1825 on Account of Claims withdrawn from the Carnatic fund in the name of P. Sooreah Chitty and endorsed to William Hart Esquire for Madras Rupees —— 10,300 — „ — „

were afterwards received back from the said Government by the said Mr Hart and by him delivered to the said Defendants on Account of the Estate of the said Testator And the said Master thereby reported that he had Credited the Estate of the said Testator therewith as appears in and by the said Schedules Numbers 3 and 4 and the said Master found that such Contract as aforesaid was for the Supply of Blue Cloth to the said Government by five Annual Indents And he found that the said Testator departed this life before the completion of the first of the said Annual

Indent

Indents and that the said Defendants on Account of the Estate of the said Testator and the said Mr Hart in the name of him the said Mr Hart completed the said first Annual Indent And the said Master found that it was for the benefit of the Estate of the said Testator that such first Annual Indent should be so completed And the said Master found that in the Adjustment of Accounts between the said Mr Hart and the said Defendants as representatives of the said Testator the said Defendants had been allowed credit by the said Mr Hart for the several sums mentioned in a Schedule Number 6 to the said Report annexed Amounting to Madras Rupees Thirty three thousand and fourteen Annas Seven and pice four as and for Sums bona fide paid laid out and expended for the purposes of the said first Indent of the said Contract and the said Master reported that he had accordingly in the said Schedule Number 1 allowed Credit to the said Defendants for such last mentioned sums of Money as having been actually paid by them on Account of the said Testator And the said Master thereby Certified that the Defendants on the fourth day of April One thousand Eight hundred and Thirty One and on the twelfth day of February last produced before and left with him on Oath two large Boxes under Lock and key and a bundle of Books [Number One to Twenty Six] stated to contain all Books Papers Writings and Cadjans in their Custody or power relating to the Estate of the said Testator [save and except the Private Books of Account and Papers of the said Defendant Parcapolliam Sooreah Chitty] and that the Books Papers Writings and Cadjans so left with him and contained in the said Two Boxes and Bundle as last aforesaid were principally in the Malabar language and Character and were very voluminous And he found that the said Complainants had commenced to charge the said Defendants with possession of the Estate and Effects of the said Testator from the Thirtieth day of September One thousand Eight hundred and Twenty six And the said Master by his said Report Certified that the Solicitor for the said Defendants left with him on the twelfth day of January last a Further or Supplemental State of Facts setting forth [amongst other things] the alleged headings of the several Accounts in the Books of the said Defendant Pareapolliam Sooreah Chitty which the Master stated the said Defendants alleged solely pertained to the said Pauliam Histnamah Chitty and in which the said Master stated they alleged that the balances therein mentioned appeared to have been due to the said Pauliam Histnamah Chitty on the said thirtieth day of September One thousand eight hundred and twenty six and likewise Setting forth the alleged headings of the several Accounts in the Books of the said Defendant Pareapolliam Sooreah Chitty which the Master stated the said Defendants alleged solely pertained to the said Pauliam Histnamah Chitty and in which the Master stated they alleged that the balances therein mentioned appeared to have been due by the said Pauliam Histnamah Chitty on the said thirtieth day of September One thousand eight hundred and twenty six and likewise Setting forth an Account of alleged payments made by the said Defendants on Account of Debts alleged by the said Defendants to have been due by the said Pauliam Histnamah Chitty and Accounts of which the said Master stated the said Defendants alleged were entered in the said Books of the said Defendant Pareapolliam Sooreah Chitty and the said Master by his said Report Certified that the said Defendants on the Eighteenth day of January last left with him on Oath

all

all the said last mentioned Books of Account of the said Defendant Pareapolliam Sooreah Chitty relating to the matters mentioned in the said further or Supplemental State of facts left with him on the said Twelfth day of January last And the said Master certified that he in the presence of the Solicitors of the parties in this Cause directed that the Complainant and his accountant should attend at his Office and inspect the said Books of account without the attendance of the respective Solicitors of the parties during such inspection and that he gave such directions inconsequence of the said Solicitors attendance on such inspection being deemed by him an unnecessary expence and likely to lead to unprofitable delay in the taking of the Accounts directed by the said Decree of the said First day of October One thousand eight hundred and Thirty and the parties Complainant and Defendant having in such inspection no interests which could in any way be protected by the attendance of their legal advisers as the said Master by his said Report stated that he merely required to be satisfied that the said alleged balances and payments did actually appear in and by the said Books of account of the said Defendant Pareapolliam Sooreah Chitty as setforth in the said further or Supplemental State of facts left with him on the said Twelfth day of January last And the said Master by his said Report certified that the Complainant Parcapolliam Narrainsawmy Chitty produced to him as his Accountant for such last mentioned purpose a native of his own family and Caste who was acquainted with the English language and character and who had from the Commencement of the reference in this Cause attended before the said Master with the Solicitor of the said Complainant Parcapolliam Narrainsawmy Chitty on behalf of him the said Complainant Pauliam Narrainsawmy Chitty and to whom the Solicitor of the said Complainant Pauliam Narrainsawmy Chitty had generally referred before the said Master for information on the matters the Subject of the reference in this Cause and who the said Master in his said Report stated the said Complainant Pauliam Narrainsawmy Chitty as well as the said Native himself assured the said Master perfectly understood the Nature of Accounts in the Malabar language and character And the said Master certified that the said Complainant Pauliam Narrainsawmy Chitty and such last mentioned Native as his Accountant attended at the said Masters Office twice several times and inspected and examined in the presence of the said Defendant Parcapolliam

Sawcah

Sawcah Chitty such last mentioned Books of Account And the said Master found that the said Complainant Pauliam Narrainsawmy Chitty and his said Accountant after having so inspected and examined in his Office the said Books of account of the said Defendant Parcapolliam Sawcah Chitty admitted before the said Master that in and by the said last mentioned Books of account there appeared the several headings of accounts in the Schedule marked Number 7 to his said Report annexed contained and that the several sums therein set opposite to the said several headings are the true and correct balances calculated up to the said Thirtieth day of September One thousand eight hundred and twenty six as appearing by the said last mentioned Books to be then due to the said Defendant Parcapolliam Sawcah Chitty and the said Master found that the said Complainant and his said Accountant likewise admitted before the Master that there were contained in the said last mentioned Books of account of the said Defendant Parcapolliam Sawcah Chitty the several headings of accounts in the Schedule marked Number 8 to his said Report annexed contained and that the several sums therein set opposite to the said several last mentioned headings were the true and correct balances calculated up to the said Thirtieth day of September One thousand eight hundred and twenty six as appearing by the

said last mentioned Books of Account to be then owing by
the said Defendant Parcapolliam Soorcah Chitty And the
said Master found that the said Complainant and his said
Accountant thereto admitted before the said Master that in and
by the said last mentioned Books of Account of the said
Defendant Parcapolliam Soorcah Chitty Accounts of payments
and receipts by the said Defendant Parcapolliam Soorcah Chitty
were setforth as in and by the Schedule marked Number 9
annexed to the said Masters said Report mentioned And the
said Master found that the said Testator was at the time of
his death and had been for many years previously thereto
employed as a Manager and principal Clerk in the Office of
the Commissary General at Madras and that the said Testator
was particularly cautious in preventing his own name from
appearing in the numerous and various pecuniary dealings
and transactions (unconnected with his public Capacity)
in which he was at the time of his death engaged and
had been for many years previously thereto and that he was
principally in the habit of keeping such of his monies as were
invested in Government Securities in the names of the said
Defendants Parcapolliam Codundaramah Chitty and Parcapolliam
Soorcah Chitty individually and of using the name of the
said Defendant Parcapolliam Soorcah Chitty in his
mercantile and pecuniary dealings and transactions instead
of the name of himself and of borrowing and paying money
in the name of the said Defendant Parcapolliam
Soorcah Chitty lent on the Account of himself
the said Testator And the said Master found

that

that save and except the property and Effects with which the said Defendants had charged themselves before him in and by their Several examinations on Oath and discharges and an Inventory and Account filed on the Twenty ninth day of April One thousand Eight hundred and twenty nine before the commencement of this Suit by the said Defendant Parcapolliam Codundaramah Chitty as Executor of the said Testator on the Ecclesiastical Side of this Honorable Court and with which the said Master stated he had charged them accordingly the said Master had been unable to discover any property or Effects whatever belonging to the said Testator at the time of his death or to his Estate Subsequently thereto either in the possession or power of the said Defendants or of any or either of them or of any other person or persons and the said Master by his said Report certified that it had been Submitted to him on behalf of the said Defendants that inasmuch as they the said Defendants had Since the death of the said Testator and from the said Thirtieth day of September One thousand Eight hundred and twenty Six given the Estate of the said Testator credit for all Such Sums of Money as they had collected gotten in and received for and on Account of the balances appearing due to the said Defendant Parcapolliam Sooriah Chitty as exhibited in and by the said Schedule Number 7 they the said Defendants were entitled to have credit allowed them for the Several payments made by them on account of the balances appearing owing by the said Defendant Parcapolliam Soorcah Chitty as specified in the said Schedule Number 8 and which last mentioned receipts and payments were by the said Report stated to be set forth in the said Schedule Number 9 and the said Master reported that he had accordingly allowed the said Defendants credit for such of the last mentioned payments as they had been able to prove or as the Solicitor of the said Complainants had admitted to have been actually made by them or either of them (save and except the payments on account of the illegitimate Daughters of the said Testator) and the said Master by his said Report stated that he had treated the same as having been properly made on account of the said Testator and such last mentioned payments so proved or admitted as aforesaid are by the said Report stated to be contained in the said Schedule Number 1 and the said Master found that there was in the hands of the said Defendant Pareapolleum Codundaramah Chitty as Executor of the said Testator the sum of Madras Rupees Sixty one thousand Four hundred and fifty three Annas three and pice Eight (exclusive of such Government Securities or Company's Paper as in the said Schedule Number 3 are particularly mentioned as being in his possession or power and belonging to the Estate of the said Testator and likewise the Several Articles specified in the said Schedule Number 14 thereunto annexed And the said Master found that all such parts of the personal Estate and Effects of the said Testator as were mentioned in the Schedule Number 10 to

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the said Report annexed were then outstanding and unreceived and the said Master reported that he had in and by the last mentioned Schedule set forth opposite to the several Items the reasons why the same respectively so remain outstanding and unreceived And the said Master reported that he had taken an Account of all and Singular the Lands Houses and other real or immoveable Estate to which the said Testator was Entitled at the time of his death and of the Rents and profits which had accrued thereon since his death and had been received by the Defendants or either of them or by any other Person or Persons by their or either of their Order or for their or either of their use and how and in what manner such Premises and the Rents and Profits of the same had been disposed of or to what purposes applied and that he had in a Schedule No. 11 to his said Report Annexed set forth a description of the said Lands Houses and other real or immoveable Estate together with a list of the Title Deeds and Evidences relating thereto which were in the possession Custody or Power of the Defendants or either of them and which Title Deeds and Evidences the said Master by his Report stated had been deposited and left by the said Defendants with him in pursuance of the said Decree of the First day of October One thousand Eight hundred and thirty and the said Master ~~thereby~~ thereby stated that he had in such last mentioned Schedule set forth how and in what manner such Premises had been disposed of and to what purposes applied and that he had in a Schedule No. 12 Annexed to his said Report set forth the Rents and Profits which had accrued thereon since the death of the said Testator and been received by the said Defendants or either of them or by any other Person or Persons by their or either of their Order or for their or either of their use and how and in what manner such Rents and Profits had been disposed of and to what purposes applied and the said Master found that no Evidence having been adduced before him in respect of the said Sum of Rupees Five thousand paid by the said Defendant Pareapolliam Codundaramah Chitty to the said Complainant Rungamall as therein and hereinbefore mentioned

He was unable to ascertain whether the same was paid to her for or in lieu of maintenance or for what other purpose and he found that Madras Rupees Three thousand two hundred part of the said last mentioned Rupees Five thousand was paid in Five Carnatic Bonds or Acknowledgments specified in the said Schedule No 3 and the Sum of Madras Rupees One thousand Eight hundred remainder of the said Rupees Five thousand was paid in Cash and he reported that he had allowed the said Defendants Credit for the same as appeared in the said Schedule No 1 and having regard to the Circumstances and Situation in life of the said Complainant Rungamall and the Amount of the said Testator's Property at the time of his death the said Master reported that he was of Opinion that a principal Sum of Rupees Ten thousand Five hundred out of the said Testator's Estate or Company's Security bearing Interest at the rate of Four per Cent per Annum ought to be set apart and deposited with the Sub Treasurer of Fort Saint George with the Privity of the Accountant General of this Honorable Court and that the Interest thereof as the same should fall due ought to be paid to the said Complainant Rungamall during her Natural life for her maintenance And that he was likewise of Opinion that the Premises described in the said Schedule No 1 as the House and Ground situate on the road leading from Tomboo Chitty Street to the Custom House (the Collector's Bill of Sale for which No 2945 is dated Twenty first May One thousand Eight hundred and Eighteen) and the House and Ground situate in Linga Chitty Street (the Bill of Sale of which is No 627 of the Twentieth of February One thousand Eight hundred and Ten) forming one place of residence and being part of the landed Property of the said Testator ought to be allotted to the said Complainant Rungamall during the term of her natural life for her residence and that he was of Opinion that such Interest of the said Sum of Madras Rupees Ten thousand Five hundred together with such Premises as last aforesaid was suitable and sufficient for the maintenance (including every necessary provision) of the said Complainant Rungamall and in taking the said Accounts the said Master reported that he had made unto the

parties all just allowances as in and by the said Decree of the said First day of October One thousand Eight hundred and Thirty directed To which said Report the said Complainant Pauliam Narrainsawmy Chitty took several Exceptions and the matter of the said Exceptions coming on to be Argued on the Twenty Eighth Twenty Ninth Thirtieth and Thirty first days of October last and on the First and Fourth days of November Instant before this Honorable Court by Counsel learned on both Sides And the said Exceptions being opened And the **First Exception being For That** the said Master in and by his said Report hath Certified that the Defendants on the Fourth day of April One thousand Eight hundred and Thirty One And on the Twelfth day of February last produced before and left with him on Oath Two large Boxes under lock and Key and a Bundle of Books No 1 to 26 stated to Contain all Books Papers writings and Cadjans in their Custody or power relating to the Estate of the said Testator [save and except the private Books of Account and Papers of the said Defendant Pareapolliam Sooreah Chitty] and that the Books Papers writings and Cadjans so left with him and Contained in the said Two Boxes and Bundle as last aforesaid are principally in the Malabar Language and Character and are very Voluminous and the said Master has found that the said Complainant had Commenced to Charge the said Defendants with possession of the Estate and Effects of the said Testator from the Thirtieth day of September One thousand Eight hundred and Twenty Six and he has Certified that the Solicitor for the said Defendants left with him on the Twelfth day of January last a further or Supplemental State of facts setting forth amongst other things [the alleged headings of the several accounts in the Books of the said Defendant Pareapolliam Sooreah Chitty which the said Defendants allege solely pertained to the said Kistnamah Chitty and in which they allege that the balances therein mentioned appear to have been due to the said Pauliam Kistnamah Chitty on the said Thirtieth day of September One thousand Eight hundred and Twenty Six and likewise setting forth the alleged headings of the several

Accounts in the Books of the said Defendant Parcapolliam Soorcah Chitty which the said Defendants allege solely pertained to the said Pauliam Kistnamah Chitty and in which they allege that the Balances therein mentioned appear to have been due to the said Pauliam Kistnamah Chitty on the said Thirtieth day of September One thousand Eight hundred and Twenty Six and likewise setting forth an Account of alleged payments made by the said Defendants on Account of debts alleged by the said Defendants to have been due by the said Pauliam Kistnamah Chitty and Accounts of which the said Defendants allege are entered in the said Books of the said Defendant Pauliam Soorcah Chitty and the said Master has Certified that the said Defendants on the Eighteenth day of January last left with him on Oath all the said last mentioned Books of Account of the said Defendant Pauliam Soorcah Chitty relating to the Matters mentioned in the said further or Supplemental state of facts left with him on the said Twelfth day of January last and that in the presence of the Solicitors of the Parties in this Cause he had directed that the Complainant and his Accountant should attend at his Office and inspect the said Books of Account without the attendance of the respective Solicitors of the Parties during such inspection and that he gave such directions inconsequence of the said Solicitors attendance on such inspection being deemed by him an unneceſsary Expence and likely to lead to

unprofitable delay in the taking of the Accounts directed by the said Decree of the said first day of October One thousand Eight hundred and Thirty and that the Parties Complainant and Defendant having in such inspection no Interests which could in any way be protected by the attendance of their legal Advisers as he merely required to be satisfied that the said alleged balances and payments did actually appear in and by the said Books of Account of the said Defendant Pauliam Soorcah Chitty as set forth in the said further or Supplemental State of Facts left with him on the said Twelfth day of January last and the said Master has also Certified that the Complainant Parcapolliam Narrainsawmy Chitty produced to him as his Accountant for such last mentioned purpose a Native of his own family and Caste who is acquainted with the English Language and Character and who had from the Commencement of the Reference in this Cause attended before the said Master with the Solicitor of the said Complainant Parcapolliam Narrainsawmy Chitty on behalf of him the said Complainant Parcapolliam Narrainsawmy Chitty and to whom the Solicitor of the said Complainant Parcapolliam Narrainsawmy Chitty had generally referred before him for information on the matters the Subject of the reference in this Cause and who the said Complainant Pauliam Narrainsawmy Chitty as well as the said Native himself aſsured him perfectly understood the Nature of Accounts in the Malabar Language and Character and the said Master has Certified that the said Complainant Pauliam Narrainsawmy Chitty and such last mentioned

Native as his Accountant attended at his Office twelve Several times and inspected and Examined in the presence of the said Defendant Pareapolliam Sooreah Chitty such last mentioned Books of Accounts and the said Master has found that the said Complainant Pauliam Narramsawmy Chitty and his said Accountant after having so inspected and Examined in his office the said Books of Account of the said Defendant Pareapolliam Sooreah Chitty admitted before him that in and by the said last mentioned Books of Accounts there appeared the several headings of Accounts in the Schedule marked No 7 to the said Report annexed contained and that the several Sums therein set opposite to the said several headings are the true and correct balances calculated up to the said Thirtieth day of September One thousand Eight hundred and Twenty Six as appearing by the said last mentioned Books to be then due to the said Defendant Pareapolliam Sooreah Chitty and the said Master has found that the said Complainant and his said Accountant likewise admitted before him that there are contained in the said last mentioned Books of Accounts of the said Defendant Pareapolliam Sooreah Chitty the several headings of Accounts in the Schedule marked No 8 to the said Report Annexed contained and that the several Sums therein set opposite to the said several last mentioned headings are the true and correct balances calculated up to the said Thirtieth day of September One thousand Eight hundred and Twenty Six as appearing by the said last mentioned Books of Account to be then owing by the said Defendant Pareapolliam Sooreah Chitty And the said Master has found that the said Complainant and his said Accountant likewise admitted before him that in and by the said last mentioned Books of Account of the said Defendant Pareapolliam Sooreah Chitty Accounts of payments and receipts by the said Defendant Pareapolliam Sooreah Chitty are set forth as in and by the said Schedule marked No 9 Annexed to the said Report Whereas it does not appear by the Evidence before the Master that any Books Papers Writings or Cadjans

whatever

Whatever were left with the Master on the said Twelfth of February and it does not appear by the said evidence that the Books left with the Master on the said Eighteenth day of January did in fact relate to the Estate and Effects of the said Testator and the Master has not found in his Report whether any of the Books papers or Writings left with him were Sworn to relate to or whether in fact they did relate to such Estate and Effects And Whereas it appears by the evidence before the Master that there were other books relating to and elucidating the said Estate and Effects and the accounts of the same in the custody power or poſseſsion of the said Defendants or Some or one of them but which were not produced before him And Whereas also according to the Rules and Practice of this Honorable Court the said Master ought not to have received in evidence for the Defendants the said Books Papers and writings which were produced and which were so produced by the Defendants as evidence on their own behalf and which are in the Malabar Language until the same or such parts thereof as were neceſsary had been translated into the English Language and Signed by the Sworn Interpreter of this Honorable Court and no such Translations were produced before the said Master And Whereas it does not appear by any evidence

Whatever taken before the Master that any such admissions as
stated by the Master were in fact made nor in what way
such admissions were made And Whereas even if such
admissions were in fact made it was irregular in the
said Master to have required the said Complainant
Narrainsawmy Chitty Who is a Young man of the
age of Eighteen Years or thereabouts to inspect the
said Books produced by the said Defendants for the
purpose of obtaining from him any admissions whatsoever
in favor of the Defendants unless the said Complainant
in making such admissions acted under the advice of
his Counsel and Solicitor which in the present case he
did not and it was irregular in the master to obtain
such admissions (if any there were) from a party in
a Cause having a Solicitor to represent him and all
Such admissions when required ought before the same
be acted upon to be reduced to Writing and Signed
by the Solicitor of the party making the same and
because there was no evidence produced before the said
Master in Support of the said Books Papers and
Writings or to show that the entries contained therein
are true or Correct nor to shew when where or by
whom the same were made and for any thing that appears
to the contrary in evidence before the Master the same
may have been fabricated for the purposes of the said
Defendants And Whereas it does not appear by any
evidence whatever that the said party stated to be an
Accountant produced by the said Narrainsawmy was
an accountant or that he was of the family and Caste
of the said Narrainsawmy or that he was produced
as such Accountant by the said Narrainsawmy or

that

that he was acquainted with the English Language or Character
or that he was generally referred to by the said Solicitor of the
said Narrainsawmy for information or that the said party
stated to be an Accountant made any assurances whatever
to the said Master or that he was ever examined at all on
Oath or otherwise or that he did in fact examine and
inspect such Books of accounts or that he made any
admissions whatever or that he ever was examined on Oath
or otherwise respecting the truth or correctness of any
accounts or balances And Whereas even if he had made
any such admissions the same were quite irregular
and ought not to have been received by the said
Master in evidence against the said Complainant such
party so alleged to have made admissions not having
been called or examined as a Witness And Whereas
the said Master as appears by ~~the~~ his said Report
gave no notice or intimation whatever to the said
Solicitor for the said Complainant that any admissions
Would be asked for or taken either from the said
Complainant or the other party stated to be an
Accountant at the respective times when they were
directed to attend without the said Solicitor
but merely that they were to attend for the
purpose of inspecting the said Books. The

Second Exception being for that it appears
and it is stated by the said Report that the

Master has allowed to the Defendants
Credit for the Several payments made by them
on account of balances appearing owing by the
Defendant Rauhaim Soorcah Chitty as Specified
in the Schedule No 8 annexed to the said
Report and which last mentioned payments are
Settforth in the said Schedule No 9 and the said
Master by his said Report has treated
the same as having been properly made on
account of the said Testator Kistnamah Chitty
Whereas it appeared in evidence before the Master
that the accounts of the said Kistnamah
were kept in the private account Books of
the Defendant Soorcah and in which private
Books of Sooriah it appears in evidence
that the said Testator kept his own accounts with
Soorcah and it does not appear in evidence
that any such accounts were kept or entered
in any Books stated in the Defendants
answer to the Bill of Sawmy Chitty (hereinafter
mentioned and referred to) to have been in
the possession of the said Testator at the
time of his death and to have come to the possession

of

of the said Defendant Arnachella upon the death of the said
Testator and which said last mentioned Books although stated in
such answer to relate to and elucidate the state of the said Testators
Affairs have not been produced before the said Master And
whereas it appeared in Evidence before the said Master that all
such of the several payments which were by sufficient and admissible
Evidence proved before the Master to have been made at all
were made by or for and on account of a certain Banking or
Shroff Concern carried on by the said Defendant Sooreah Chitty
in which the said Kistnamah had ~~paid~~ no Interest save as a
Customer who kept his Money and account there and the said
Defendants in and by an Answer Sworn to by them and
filed in a Suit lately pending on the Equity Side of this
Honorable Court in which the said Sawmy Chitty was Complainant
and the said Defendants were Defendants and which is ~~as~~
Referred to by the said Report have stated and Sworn
Amongst other things that the said Kistnamah did not at
any time Carry on a Bank or Shroff Concern in the name of
the said Sooriah or of any other person but that the said
Sooriah carried on a Banking Establishment in Copartnership
with Vencatarayloo for their benefit and not in any manner for the
benefit of the said Kistnamah And the said Defendants in
Another part of the said Answer have stated and sworn that
when the said Sooriah first commenced business as a Shroff
the said Kistnamah lent him a Sum of Money to carry on the
business and in other respects recommended and assisted him by
his influence that the said Sooriah and his Partner Vencatarayloo
were so successful in their business the said Sooriah was

enabled to repay to the said Histnamah the Sum which he Sooriah had so borrowed and to extend and increase their business to a great extent and to carry on a lucrative and increasing business and that after the said Sooriah and his partner had so extended the Concern the said Histnamah kept money with them as his Bankers and drew Bills on them as occasion required And it does not appear by legal or sufficient evidence before the said Master that such payments were made on account of the said Histnamah's Estate and therefore the said Master is not warranted in treating the payments which were made on account of the said Bank or Shroff concern as having been made on account of the said Histnamah **The Third Exception being For That** the said Master in and by the said First Schedule annexed to his said Report has allowed to the Defendants Credit on account for the following payments alleged to have been made on account of the said Histnamah Vizt

		Rupees
1826 October 21st	To Cash paid the Government Bank in part of the Amount due to it	500
" 25th	To Cash paid the Government Bank in further part of the Amount due to it	2,100
" Novr 2d	To Cash paid the Government Bank in further part of the Amount due to it	2,000
" " 6th	To Cash paid the Government Bank in further part of the Amount due to it	1,400
7th	To Cash paid the Government Bank in further part of the Amount due to it	1,500
24th	To Cash paid in further part of the Testator's account with the Government Bank	5,000

To

		Rupees
1826 November 30th	To Cash paid the Government Bank in further part of the Testator's debt to it	3,000
1827 August 12th	To Cash paid the Government Bank in part of the Amount due to it	10,400
1831 December 31st	To Cash paid the Government Bank the difference of a Cheque No. 110 of 10th September 1825 for Rupees 2000 and a sum of 200 Rupees erroneously depited in their Books Corresponding with the Interest debited in their Books for October 1828 to August 1827 Rupees 1801-2-11 Omitted in proper Accounts	1,800

Whereas the said Master ought not to have allowed the said several Sums of Money last mentioned or any or either of them no evidence having been adduced before the Master to prove that the said Histnamah was indebted to the said Government Bank and it being on the Contrary satisfactorily shewn that the whole of the foregoing payments were made on account of a debt due by the said Bank or Shroff Concern of the said Sooreah Chitty in the last Exception mentioned in which the said Histnamah had no Concern or Interest And whereas no other Evidence than the Affidavit of the Defendant Sooreah himself was before the Master that the said above Sum of Rupees One thousand Eight hundred was ever in fact paid at all- **The Fourth Exception being For That** the said Master in and by his said Report has allowed to the Defendants Credit for the several payments hereinafter mentioned the same being alleged to have been made on Account of the said Histnamah that is to say-

To

1826 October	2	To Cash paid as in Reduction of the Amount due to Suspense Account as connected with the concern of Histnamah and Hart Viz^t a Draft by Sawmy Chitty	928	4	2
		To Cash paid duty on Piece Goods	400	"	"
	13	Cash paid P Condalroy Chitty for a draft in his favor in part payment of T. Appasawmy's Claim of Rupees 1896-1-5 against the Estate	1300	"	"
	20	To Cash paid Nattacottah Arnachella Chitty and Veerapah Chitty in part of Rupees 5700 due them by the Testator	2000	"	"
	25	D^o in full of 5700 Rupees	3700	"	"
		D^o for Interest due thereon	29	11	"
November	7	To Cash paid N Pariapah Chitty a draft of Mootoosawmy Iyer in further part of T Appasawmy's Claim of Rupees 1896-1-5 against the Estate	175	"	"
	13	To Cash paid Munnum Vencatanarsoo in part of a Bill of Exchange drawn by M^r M^c Dowall in favor of Munnum Carrakistna and accepted by Sooroo Chitty for Rupees 2000 due on account of the joint Concern for Histnamah and M^r Hart	1000	"	"
	20	To Cash paid M Vencata Narsoo balance of the Bill of Exchange drawn by M^r M^c Dowall for 2000 Rupees mentioned under date the 13^th Instant	1000	"	"

1825 Nov^r	28^th	To Cash paid M. Vencatanarsoo in part of the two Bills drawn by M^c Dowall in favor of Munnum Conkiah on and accepted by Sooreah Chitty one for Rupees 500 and the other for Rupees 700 debt incurred in the joint Concerns of Hart and Histnamah	1000	"-	"-
Dec^r	12^th	To Cash paid in full of Appasawmys Bill in favor of Condalroy Chitty for Rupees 1575 due in part of Rupees 1896-1-5 to the said Appasawmy	275	"-	"-
		To Cash paid Interest on the above Bill	13	8-	"
	30^th	To Cash paid Vencatanarsoo in payment of the Bill of Exchange drawn by M^r M^c Dowall in favor of Munnum Canakiah on and Accepted by Sooriah for Rupees 350 in the joint Concern of Hart and Kistnamah	350	"-	"
1827 January	22^nd	To Cash paid Cunniah Chitty in part of Rupees 2000 lent to Kistnamah thro' G. Govindoo and for which Sooriah gave his Promissory Note	1000	"-	"-
June	9^th	To Cash paid Cunniah in further part of Rupees 2000 lent to Kistnamah thro' G. Govindoo and for which Sooriah gave his Promissory Note	500	"-	"-
Aug^t	15^th	To Cash paid Cunniah Chitty in further part of 2000 Rupees lent to Kistnamah thro' G. Govindoo and for which Sooriah gave his Promissory Note	350	.-	"-
October	15^th	To Cash paid Cunniah in further part of Rupees 2000 lent to Kistnamah thro' Govindoo and for which Sooriah gave his Promissory Note to Govindoo	150	"	"-
December	31^st	To Cash paid in full of Appasawmys Claim	146	1-	5-

Whereas the said Master ought not to have allowed to the Defendants Credit for the last mentioned Sums of Money for the reasons (except the last reason of the said Third Exception) in the two last Exceptions mentioned And whereas there was no other Evidence than the Affidavit of the Defendant Sooreah himself before the Master that the said several Sums of One thousand Rupees Five hundred Rupees Three hundred ~~Rupees~~ and Fifty Rupees and One hundred and Fifty Rupees were ever in fact paid at all. The Fifth Exception being For that the said Master in and by his said Draft Report has allowed to the Defendants as Executors of the said Kistnamah Credit for the several payments hereinafter next mentioned the same being alleged to have been made on account of his Estate that is to say.

1826 Octr.	16th	Cash paid to Ponnamah the Interest for September due on her debt of Rupees 1000	5	"	"
Decr.	13th	Do. for October and November	10	"	"
1827 April	8th	Do. Interest from 1st December to 31st of March	20	"	"
Augt.	8th	Do. Interest from April to 31st July	20	"	"
Decr.	1st	Do. Interest for 4 Months	20	"	"
1828. Jany.	5th	Do. for One Month	5	"	"
Feby.	9th	Do. for January and February	10	"	"
July	12th	Paid Amount due	1000	"	"
Novr.	22d	Do. Interest to 12th July	21	8	"

Whereas the said Master ought not to have allowed the same for the reasons (except the last reason in the said Third Exception) in the Second and Third Exceptions mentioned. The Sixth Exception being For that the said Master in and by his said Report has allowed to the Defendants as Executors of the said Kistnamah Credit for the several payments hereinafter next mentioned that is to say.—

1827 Augt.	8th	Cash Paid Interest to Ponnamah the Widow of Vasylingum Chitty for 6 Months to 30th June on Rupees 1400	42	"	"
1828. February	13th	do. ... do.	42	"	"
July	13th	do. ... do. in part of Rupees 1406	350	"	"
October	17th	do. for Interest from January to 30th June 1828	42	"	"
1829 March	30th	do. Interest from 1st July to 31st December 1828	31	8	"
October	20th	do. in part of Rupees 1050 due to her	350	"	"
1830 June	17th	do. for Interest	19	4	"
		And on Rupees 700 being 21st of October to 31st December	8	2	8
Septr.	30th	Do. in full	731	8	7

Whereas the said Master ought not to have allowed the Same for the reasons in the said Second and Third Exceptions (Except the last reason in the said Third Exception) mentioned. The Seventh Exception being For that the said Master in and by his said Report hath allowed to the Defendants as Executors of the said Kistnamah Credit for the following Sums of Money alleged to have been paid by them.

1826 Decr.	9th	Cash paid Messrs. Parrisot & Cos. Draft in favor of Condulroy dated 30th November	3684	"	3
"	12th	Do. for Interest thereon	8	14	"
	9th	Cash paid Parrisot & Co. in full	700	"	"

Whereas the said Master ought not to have allowed the same for the reasons in the said Second and Third Exceptions (except the last reason of the said Third Exception) mentioned and whereas no other Evidence than the Affidavit of the Defendant Sooreah Chitty himself was before the Master that the said several Sums of Rupees Eight and Annas Fourteen and Rupees Seven hundred were ever in fact paid at all. **The Eighth Exception being For that** the said Master in and by his said Report has allowed to the Defendants as Executors of the said Kistnamah Credit for the Undermentioned Sums of Money alleged to have been paid by them

1827 Jany	27th	Cash paid to Candasawmys Widow Interest on Rs 1750 from 1st July to 31st December 1826	70	"	"
Augt	18th	do	70	"	"
1828 Feby	12th	do	85	15	"
		do for Principal and Interest	1750	"	"

Whereas the said Master for the reasons in the said Second and Third Exceptions (except the last reason of the Third Exception) mentioned ought not to have allowed the same. **The Ninth Exception being For that** the Master in and by his said Report hath allowed to the Defendants such Executors as aforesaid Credit for the following Sums alleged to have been paid by them.

1827 March	20th	Cash paid Interest on Pauthachiers Claim on the Testator for 6 months to 31st December 1826 at 6 per Cent	30	"	"
Augt	27th	Ditto	30	"	"
1828 Feby	29th	Ditto	30	"	"
July	8th	Ditto in full of his Claim	1,000	"	"
		Ditto for Interest	31	3	"

Whereas the said Master for the reasons in the said Second and Third Exceptions (except the last reason of the Third Exception) mentioned ought not to have allowed the same And whereas there was no other evidence than the Affidavit of Defendant Sooreah himself before the Master that the said last mentioned Sums of Money were ever in fact paid at all. **The Tenth Exception being For that** the Master in and by his said Report has allowed to the Defendants such Executors as aforesaid Credit for the following Sums alleged to have been paid by them.

1826 Novr 18th Cash paid Sashachella Chitty in part of the balance of Rs 1828 " 4 due to Veneager	500 " "

Whereas the said Master for the reasons (except the last in the Third Exception) stated in the said Second and Third Exceptions ought not to have allowed the same. The Eleventh Exception Being for that the Master in and by his said Report has allowed to the Defendants as Executors of the said Kistnamah credit for the following Sums alleged to have been paid by them.

1828 Octr 11th Cash paid Ruttana Boye	4800 " "
Do Interest	1067. 10. 6

Whereas the said Master for the reasons in the said Second and Third Exceptions (except the last reason of the said Third Exception) mentioned ought not to have allowed the same The Twelfth Exception being for that the said Master in and by his said Report has allowed to the Defendants as Executors of the said Kistnamah credit for the following Sums alleged to have been paid by them

1827 June 15th Cash paid Vencatachella Chitty for interest on Rupees 5,600	429. 5. 4
Sept. 15th Cash paid Vencatachella in payment of Sooreah's Note	1,000 " "
Interest thereon	15 " "
October 15th Cash paid Sooreah's Note	1,000 " "
Interest thereon	21 . 10 . 8
December 15th do Sooreah's Note	1,600
Interest thereon	56
1828 January 15th do Sooreah's Note	2,000
Interest thereon	81 . 10 . 8

Whereas the said Master ought not to have allowed the same for the reasons in the said Second and Third Exceptions (except the last reason of the said Third Exception) mentioned The Thirteenth Exception being for that the said Master in and by his Report had allowed to the Defendants Credit for the following payments alleged to have been made by them

1827 March 6th	Paid in further part of Seeniah's account		2315 - 10. 9
	Do for Interest		26 .. - .
June 9th	Paid to Narsiah on account of debt due to Seeniah		600 - .. .
June 22d	Paid to Mangamah in further part of do		1065 - .. .
July 27th	do	do	260 8 - 4
October 16th	do	do	785 9 9
1828 May 1st	do	do	6000 . .. .

Whereas the said Master ought not to have allowed the same for the reasons in the said Second and Third Exceptions (except the last reason in the said Third Exception) mentioned and the said Master ought not to have allowed to the Defendants Credit for the same or for any payments made in the like account after the Twenty ninth of January One thousand eight hundred and twenty seven on which day the Defendants obtained from the representatives of the said Seeniah a Receipt in full of all demands against the Estate

of

of the said Kistnamah. The Fourteenth Exception. Being for that the said Master in and by his Report hath allowed the Defendants as Executors of the said Kistnamah credit for the following Sum of Money alleged to have been paid by them

1828 Jany 23d To Cash paid Mr Compton for his Services and trouble in effecting a Settlement by Arbitration of the accounts between Hart and Kistnamah } 5000 - .. .

Whereas the said Master ought not to have allowed the same because the Defendants are not justified in making a present of so large a Sum from the assets of the Estate of the said Kistnamah and because in Case such sum shall have been allowed as being a fee paid to Counsel it appeared in Evidence before the said Master that the said Mr Compton at the time of the said alleged payment was a practising Barrister of this Honorable Court and it was not proved in evidence that the said Sum of Five thousand Rupees had been taxed by the Master as a reasonable fee to the said Counsel proportioned to the nature of the said business done by him in that capacity as is provided for by the Rules of this Honorable Court and it did not appear that the said Sum or fee of Five thousand Rupees was paid to the said Mr Compton by the Attorney Solicitor or Proctor of the said Defendants or his European Clerk only as is also provided for by the Rules of this Honorable Court and because if such Sum was not paid as a fee in remuneration to

Counsel there was no sufficient legal evidence adduced before
the said Master in Support of the said alleged payment or to
shew that the same was a just and reasonable remuneration
for trouble had in and about the affairs of the said
Kistnamah's Estate and because no such Sum of One
thousand Rupees appears as an item in the Inventory and
account Current of the Estate and Effects of the said
Kistnamah filed in this Honorable Court by the
Defendant Codundaramah and Sworn to by him as paid to
Mr. Compton or otherwise though stated in evidence before the
Master to be included in the Sum of Six thousand two hundred and
forty two Rupees and Seven fanams as paid to Mr. Compton and
Mr. Vivcash jointly as for settling a certain dispute as therein
mentioned - The Fifteenth Exception - Being for that
the said Master in and by his said Report has allowed to the Defendants
Executors as aforesaid Credit for the following payment alleged to have been
made by them. -

To Cash paid Mr. Vandomeran for Services rendered by him to the Estate in the
dispute between Mr Hart and Kistnamah's Executors .... 1000 - " - "

Whereas the said Master ought not to have allowed the same because there was
no evidence adduced before him to shew that the Defendants were legally bound to
pay the said last mentioned Sum of Money or that the Services performed were
equivalent to the remuneration alleged to be given and because it appeared before
the Master that the last mentioned payment was an after thought of the Defendants
the Defendant Codundaramah Chitty having in his Inventory and Account
Current of the Estate of the said Kistnamah filed on the Ecclesiastical
Side of this Honorable Court upon Oath Sworn that the said Sum was
included in the Amount paid to the said Mr. Compton and
Mr Vivcash in the last exception named and the same is
included in the following item inserted in the said
Inventory and Account Current.

1828 Janry 23rd To paid Mr. Compton and Mr. Vivcash on

Settling

Settling the Estates disputes with Mr Hart respecting the concern
between him and the Testator amicably Rupees Six thousand Two
hundred and Forty two and Seven fanams - and in like manner
the same was inserted in the Defendants discharge filed with
the Master in this Cause on the thirtieth of October One thousand
Eight hundred and Thirty two and so remained until it was
amended and because it was not until after the Defendants had
failed to prove such payment to Mr Compton that they gave
out and alleged that the said Sum of One thousand Rupees
part of the said sum of Rupees Six thousand Two hundred
and Forty two and Seven fanams - was paid to the said Mr
Vansomeran who it is proved is a Writer employed in the same Office
or house of business with the Defendant Arnachella Chitty at Madras

The Sixteenth Exception being For That the said Master
in and by his said Report hath found and reported that almost
immediately after the death of the Testator a Suit was commenced in
this Honorable Court wherein one Pauliam Sawmy Chitty was
Complainant and the several parties in this Cause were Defendants
and that the object of that suit was to obtain a division of the
property of the said Testator as well as of the Property of the
Defendants in this Cause on the alleged grounds of the family of
the said Sawmy Chitty the said Testator and of the parties in
this Cause constituting an undivided hindoo family and that on the
hearing of the said Cause the said Bill of Complaint was dismissed
without Costs and the said Master has found that the Defendants
paid to their Solicitor for the Costs of the said Suit the sum
of Madras Rupees Twenty five thousand Three hundred and
Fifty two and ten Fanams being for the Defence thereto -

f

of themselves as well as of the Complainant in this Cause
and the Master has apportioned such last mentioned Costs
and has found that the portion thereof to which the Estate
of the said Kistnamah ought to be held liable Amounts
to the Sum of Madras Rupees Fifteen thousand Six hundred
and Forty four and two Annas and the said Master
has allowed the said Defendants the said Sum of
Rupees Fifteen thousand Six hundred and Forty four
and Two Annas mentioned in the said Schedule No. 1
annexed to the said Report whereas the said Estate of
the said Testator was not liable for any part of
such Costs and Charges and the said Master ought not
to have charged the Estate of the said Kistnamah
with any part thereof or in case the said Estate was
liable for any part of such Costs yet the said Master
ought not to have charged the said Estate with so large
a proportion of the said Costs and in as much as it
appears by the Masters Report that the Object of the
said Suit was to obtain a division of the Estate of the
said Kistnamah and of the Three Defendants hereto and
as the Complainants in this Suit were merely Nominal
parties Defendants to that Suit and as such were liable
to pay their own Shares of the said Costs if any were
incurred on their behalf the Estate of the said
Kistnamah ought only to be charged in the same
rates of Costs as the Defendants themselves are
severally chargeable Vizt. with a fourth part or Quarter
Share of the same unless the Defendants had established

before

before the Master the Amounts of their respective Estates and property
and the Amount of the Estate of the said Kistnamah, in which
case the Complainant submits that the said Master ought to
apportion the said Costs amongst the said several parties Rateably
so that each person should pay so much in proportion as his
Estate Amounted to in value with Reference to the Estate of the
said Kistnamah and the said Master ought not to have charged
the said Estate of the said Kistnamah with upwards of
Three fifths of the said Costs and because altho the Master
has found that so large a proportion of such Costs were liable
to be paid out the Estate of Kistnamah as relating thereto and
has also found that the hereinbefore mentioned Shroff or
Banking concern belonged to the Estate of the said Kistnamah
yet by the Answer of the Defendants to the said Suit it is
Sworn that this same Shroff concern belonged to the Estate of
Soariah and was defended by him as his own Estate in
which the said Kistnamah had no Interest or concern
whatever. **The Seventeenth Exception being For that**
the said Master in and by his said Report hath allowed to the
Defendants a Sum of Rupees Three hundred and Sixty three
and Eight Annas paid to Mr. Viveash on the thirtieth of
April One thousand Eight hundred and Thirty two for
the Moiety of the Costs of an Action at the Suit of
Mahomed Khan and Another Representatives of Aymut Khan
whereas the said Master ought not to have allowed the same
because it was proved in evidence before the said Master
that the Defendants had a good Defence to the said

Action and would have succeeded if the Cause had gone to trial and it also appeared that the main inducement of the Defendants for consenting to a Compromise was an apprehension of the poverty of the Plaintiffs in that Action and of their inability to pay the Costs of the Defendants in case the Plaintiffs were nonsuited or the Cause was otherwise decided against them And whereas there was no legal and sufficient evidence of any such poverty or apprehension thereof and the Complainant Narrainsawmy further shews that at the time of the said Compromise the Defendants were in possession of funds belonging to the said Plaintiffs and others and which they afterwards paid to them greatly more than sufficient to cover all reasonable Costs and Charges which they were liable to be put to and from which fund they would have been at liberty to indemnify themselves the Amount of such Costs as might have been awarded in their favor - The Eighteenth Exception being For that the Master in and by the said Eleventh Schedule annexed to his said Report has stated that the Rents of the Bazars referred to in the said first Item and the Rents of Three Bazars in Moor Street in the Eleventh Item in the said Schedule are received by the Defendant Codunda Ramah Chitty as Executor of the said Pureapolliam Kistnamah Chitty deceased and that the Rents of a House in Augapah Naick's Street being the fifth Item were received and carried to the credit of the Testator's Estate Whereas the said Master under the directions of the said Decrees ought to have taken a separate Account of the said Rents and he ought not to have blended them with the Accounts of the Testator's Estate The Nineteenth Exception being For that the Master in and by

the

the said last mentioned Schedule has stated that the Choultry and Ground at Sunjeevroyen Pettah in the Village of Tondearwadoo as per two Collectors Bills of Sale No. Eight thousand Five hundred and Eighteen Dated Twenty ninth day of August One thousand Eight hundred and Six and No. Nine thousand Two hundred and Twenty four dated Seventh January One thousand Eight hundred and Seven and a Cadjan Sale being the Third Item in the said Schedule is a Charity Choultry where Hindoo Ceremonies continue to be performed in the same manner as during the life of the Testator Whereas there was no evidence adduced before the Master to warrant such finding and on the contrary such last mentioned premises are in the occupation and enjoyment of the Defendants as a place of recreation and the same are assessed by the Magistrates of Madras at the Annual value or rent of Rupees Six hundred and thirty and it is contrary to universal usage at Madras to assess Property devoted to Charitable purposes and the said Defendants in their accounts have charged the Amount of such Assessment alleged to be paid by them The Twentieth Exception being For that the Master in and by the said Eleventh Schedule annexed to the said Report has stated that a House and Ground situate in Lingy Chitty street as per Bill of Sale No. Six hundred and Twenty seven of Twentieth February One thousand Eight hundred and Ten being the Tenth Item in the said Schedule is in the occupation of the Complainant Rungamall whereas no evidence was adduced before the Master to warrant such finding and the same is contrary to fact the House and premises being in the possession and occupation of the Defendants The Twenty first Exception being For that the Master in and by his said Report has stated his Opinion that the Premises described in the said Schedule No. Eleven annexed to his said

Report as the House and Ground situated in the Road leading from Tomby Chitty Street to the Custom House the Collector's Bill of Sale for which is No 2945 and the House and Ground situate in Linga Chitty Street the Bill of Sale of which is No 827 forming one place of residence and being part of the Landed Property of the said Testator ought to be allotted to the said Complainant Rungamall during the term of her natural life for her residence **Whereas** the Complainant Narrainsawmy humbly submits that the Defendants from the said sum of Four Lacs and Fifty thousand Rupees which in the year One thousand Eight hundred and Twenty six formed the General Estate of the said Testator ought to be Decreed to Secure to the said Complainant Rungamall a sufficient monthly sum as and by way of House Rent to enable her to live independently of this Complainant Narrainsawmy and he humbly submits that the houses and landed Property of the said Kistnamah upon his death descended to and became the individual property of this Complainant and that under the circumstances of this Case he ought not to be deprived of the same or any part thereof to relieve the Defendants from payment of the just charges on the Estate of the said Kistnamah **The Twenty Second Exception being For** that the Master in and by his said Report hath stated that he did find that all such parts of the personal Estate and Effects of the Testator as are mentioned in the Schedule No 10 thereunto annexed are now outstanding and unrecovered and that he had in and by the said last mentioned Schedule setforth opposite to the several items the reasons why the same respectively so remain and in and by the said Schedule the Master has specified the following debts due to the Estate of the Testator being outstanding for the reasons set opposite to the same that is to say

Description

Description of Debts	Amount due			Why not realized
Tannapah Chitty advance made on Contract to supply Cochinial	113.-	2.-	2.	Irrecoverable by reason of the Insolvency of Tannapah.-
P: Rasapah Chitty balance of Account	196.-	3.-	1.-	This has not been recovered by reason of Rasapah refusing to pay the same having a claim under the Will.-
E: Rungiah Naick on Account of Goods purchased by him from Kistnamah	350.-	"-	"-	This debt has not been recovered by reason of Rungiah residing at Pondicherry and refusing to pay it alleging a Counter claim against Kistnamahs Estate.-
S: Sababathee Chitty for money borrowed by him from Kistnamah	411.-	"	11.	Irrecoverable Sababathee having died Insolvent.-
Mr. Yettie on his Pro Note dated 15th April 1826..	100.-	"-	"-	Outstanding he having a Claim against the Estate.-
V. Soobooroy Chitty and Teagaroy Chitty on their Pro Note dated 8th January 1825	783.-	14.-	5.-	Outstanding by reason of the Insolvent State of their Circumstances.-
C: Naga Cootty Chitty on his Pro Note dated 10th January 1828	1400.-	"-	"-	Unable to pay and set up a Claim against Kistnamah's Estate.-
Patcheapah Maisty on his Pro Note dated 18th April 1821	8161.-	8.-	"	Patchapah Maisty died in Insolvent Circumstances.-
Thanalay Chitty on his Mortgage Bond dated 13th May 1805	1400.-	"-	"-	Outstanding by reason of the length of time which has elapsed and the Defendants not Knowing who are the representatives of the Obligors and Obligee who are both dead.

Whereas the said Master ought to have Charged the Defendants with the said Several Debts or Sums of Money above mentioned there being no legal or sufficient Evidence before the Master of the reasons in the said Report Stated for such debts being outstanding and the said Defendants having neglected to adduce Evidence before the Master to shew that they had used due or any deligence to recover the said debts or any of them or that any proceedings had been taken to recover the same The Twenty third Exception being For that the said Master in and by the said Schedule No 10 annexed to the said Report hath Reported that a Debt of Rupees Seven hundred and four Annas Twelve and Pice Six due by Edward McDowall to the Testator as the balance on a Bond dated Thirty first December One thousand Eight hundred and Twenty Six is outstanding by reason of the inability of the said Edward McDowall to pay the same Whereas for the reasons in the last exception mentioned the said Master ought to have charged the Defendant with the full amount of the said last mentioned debt and because it appeared in Evidence before the said Master that the said Sum of Rupees Seven hundred and four Annas Twelve and Pice Six was due to the Testator upon a Balance of Account and that the Defendant Arnachella had taken a Bond in his own name from the said Edward McDowall for the said Sum of Rupees Seven hundred and four Annas Twelve and Pice Six and Interest at Six per Cent per Annum bearing date the Thirty first of December One thousand Eight hundred and Twenty Six Subsequent to the Testator's death and the said Defendant had thereby made the said debt his own. The Twenty fourth Exception being For that the Master.

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in and by his said Report hath found that the premium and profit of Rupees Thirty thousand from the advance made in the purchase of Carnatic Petty Claims anticipated by the said Testator at the time of making and publishing his said Will and therein mentioned, have not been realized and that there has been an actual loss to the Estate of the said Testator amounting to the Sum of Rupees Three thousand One hundred and Nineteen Annas Eight and Pice One in respect of such purchase of Carnatic Petty Claims and the said Master has in fact charged the said Testators Estate with the Amount of such loss whereas the said Defendants ought to be personally charged therewith no sufficient Evidence having been adduced before the Master to shew that there was in fact any such loss or (if any loss) that they the said Defendants had used due deligence to realize the full Amount of the said Claims and to guard against the said alleged loss. The Twenty fifth Exception being For that the said Master in and by his said Report hath credited the Estate of the said Testator with the Sum of Rupees Three thousand Nine hundred and Sixty three Annas Thirteen and Pice Ten being Interest received by the Defendant Codundaramah Chitty on a Tanjore Security or Government Promissory Note for the Sum of Rupees Ten thousand four hundred and thirty one Annas three and Pice Eleven and the said Master has allowed the said Estate Credit for the Sum of Madras Rupees Five thousand Seven hundred and Forty five Annas Nine and Pice Eight received for Interest in respect of a Carnatic Certificate Number One hundred and Sixty two for the Principal Sum of Pagodas Two thousand and Seven hundred or Madras Rupees Nine thousand four hundred and fifty received by the Defendant Arnachella Chitty in virtue of an Award of the Carnatic Commissioners in respect of the Nabobs Bonds Purchased from Madah Saliah

Balla Kistnasawmy

Battakistnasawmy Doss **Whereas** the said two several Sums of Rupees Three thousand Nine hundred and Sixty three Annas thirteen and Pice Ten and Rupees Five thousand Seven hundred and Forty five Annas Nine and Pice Eight ought not to have been so Credited to the Estate but the same having been Specifically bequeathed by the Testator to the Defendants Codundaramah Sooriah and the Complainant Narrainsawmy ought to have set apart for their benefit respectively. **The Twenty Sixth and last Exception being for that** according to the Masters finding in and by his said Report the Assets of the said Testator including a Sum of Rupees Twenty Eight thousand Six hundred and Forty One the value of Certain Tanjore and Carnatic Securities Specifically bequeathed by the Testators Will and also including the Testators Landed Property at the Defendants Valuation do not exceed the Sum of Rupees Two hundred and Ninety Nine thousand five hundred and Twenty four whilst the pecuniary Legacies bequeathed by his Will amount to the Sum of Rupees Three hundred and fifty thousand leaving an apparent difficiency for payment of such Legacies of a Sum of Fifty thousand and leaving an actual difficiency after payment of the said Specific legacies and after the legal appropriation of the said Testators Landed Property of more than One Lac of Rupees **Whereas** according to the Defendants Answer filed in this Cause they have sworn that the Estate and Effects of the said Kistnamah at the time of his death that is to say on the Eighth of October One thousand Eight hundred and twenty Six Amounted to the Sum of Rupees Four hundred and fifty thousand or thereabouts and the said Master ought to have Charged the Defendants at the very least with the full Sum of Rupees Four hundred and fifty thousand and Interest from October One thousand Eight hundred and Twenty Six subject to any reduction by proof of the payment of any of the Items in such Inventory stated to be outstanding Claims on the said Estate and he ought not to have found that the said Estate was of less Amount than the said themselves

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Whereupon and upon hearing read the said Decrees and the said Masters Report and the proofs and Exhibits adduced before the Master also by Consent of the Counsel for the said Complainants a Letter to the said William Hart from Mr. Oriel Viveash Solicitor for the said Defendants and the said William Harts Answer thereto both dated on the Thirty first day of October One thousand Eight hundred and Thirty three. **And this Cause** also coming on the Fifth and Eighth days of November Instant and also on this present day to be heard for further

Ha directions and costs reserved by the said Decretal Orders in the presence of Counsel learned on all Sides **Whereupon and Upon** hearing read the said Decrees Report and Exceptions and also a Petition of the said Defendants Sworn and filed the Eighth day of November instant Setting forth that the Master of this Honorable Court by his Report made in this Cause and bearing date on or about the Tenth day of September last has reported that there are no outstanding debts against the Estate of Pauliam Kistnamah Chitty the Testator therein and in the Pleadings and Decree in this Cause named. That after the Master had prepared the Draft of his said Report and on or about the Seventh day of August last a Certain Cause commenced by Shake Davuljee as Complainant against Maury Chitty Defendant and which by Revivor was prosecuted by the said Shake Davuljee against the said Kistnamah and the said Petitioners as the Sons and representatives of the said Maury Chitty and by subsequent Revivor by Mymsmbee as the daughter and representative of the said Shake Davuljee against the said Kistnamah and the said Petitioners and by another Revivor by Munna Beebee as the Mother and Executrix of the said Mymsmbee and representative of the said Shake Davuljee against the said Petitioners as representing the said Maury Chitty and Kistnamah respectively came on for hearing before this Honorable Court on Exceptions to the Master's Report made in the said Cause and bearing date the Eighteenth day of February One thousand Eight hundred and Twenty four and for further directions and Costs reserved by the Decree made in the said Cause and bearing date the Seventh day of August One thousand Eight hundred and Nine. That the said Kistnamah was the Executor of the said Maury Chitty and as such possessed himself of the Estate of the said Maury Chitty as also of the Houses and Landed Property mentioned in the pleadings in the said Cause of Shake Davuljee against the said Maury Chitty as having belonged to the said Shake Davuljee. That the said Petitioners believe that the Effect of the last mentioned Decree will be that the Estate of the said Maury Chitty will be found considerably indebted to that of the said Shake Davuljee and that the Estate of the said Pauliam Kistnamah in his own right and as representating the said Maury Chitty will be also found indebted to the Estate of the said Shake Davuljee. That with a view to save the expence of taking an Account under the desire+ in the last mentioned Cause of the Estate of the said Kistnamah the said Petitioners Admitted Assets of that Estate to Answer and Satisfy any Claim against it in the said Cause. That at the time when the Master made his Draft Report in this Cause the said Petitioners believed that the Estate of the said Shake Davuljee would have been found indebted to the Estates of the said Maury Chitty and Kistnamah respectively the Master having by the said Report of the said Eighteenth day of February One thousand Eight hundred and Twenty four found the Sum of Six thousand four

hundred

+Sic in orig.
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hundred and Ninety four Pagodas Twelve Fanams and Nine Cash to be the
balance due by the said Shake Davuljee to the said Maury Chitty. The said
Petitioners are advised and submit that a sufficient Sum out of the Personal
Estate of the said Kistnamah in the hands of the said Petitioners ought to be
reserved to Answer and Satisfy such Claim as the said Munna Beebee in the
said Cause may establish to be due by the Estate of the said Kistnamah in
his own right and as representing the Estate of the said Maury Chitty and to
Answer and satisfy the Costs of the said Suit. That the said Petitioners are at
present unable to Specify what Sum ought to be reserved for the purposes last
aforesaid And Praying that on the reference to be made to the Master on the
further directions reserved by the Decree made in this Cause on the First day
of October One thousand Eight hundred and Thirty the Master might be
directed to ascertain what Sum from the Personal Estate of the said Kistnamah
ought to be reserved to Answer any demand that might be established in the
said Cause of Shake Davuljee against the Estate of the said Kistnamah
and the Costs of that Suit or that this Honorable Court will give such other
directions respecting the Premises as to their Lordships might seem meet.
And upon hearing what was alleged by the Counsel on all Sides. This
Court doth Order and Decree that the First and Second Exceptions so
much of the Fourth Exception as relates to the Four several Sums of Rupees
One thousand - One thousand - One thousand - and Three hundred and Fifty
the Fifth Exception so much of the Thirteenth Exception as relates to the Five
several Sums of Rupees Two thousand Three hundred and Fifteen Annas
Ten and Pice Nine - Six hundred - Two hundred and Sixty Annas Eight and
Pice

Pice Four - Seven hundred and Eighty five Annas Nine and Pice Nine - and Six thousand - the Eighteenth Nineteenth Twenty first Exceptions so much of the Twenty Second Exception as relates to the Sum of Rupees One thousand Four hundred. And the Twenty fourth Twenty fifth and Twenty Sixth Exceptions be over-ruled but as respects so much of the said Fourth Exception as aforesaid without Costs And that the Third Exception the remainder of the Fourth Exception the Sixth Seventh Eighth Ninth Tenth Eleventh and Twelfth Exceptions the remainder of the Thirteenth Exception the Fourteenth Fifteenth Sixteenth Seventeenth and Twentieth Exceptions the remainder of the Twenty Second Exception and the Twenty third Exception be allowed and that with these directions the said Report do stand Confirmed and in regard to the matter of further directions **This Court doth accordingly Order** that it be referred back to the Master to review his Report touching the said last mentioned Exceptions respectively and in so doing **It is further Ordered** that the Master do make to the said Defendants all such allowances in regard to the Sums with which they are debited in the Fourth Schedule to his said Report as received by them on Account of the Estate of the said Testator as they are justly Intitled to by reason of their not being allowed to have Credit against the said Estate for the several Sums of Money in the said Third and Seventh Exceptions hereinbefore mentioned And the Master is to state the particulars of such Sums which he shall so allow to the Defendants for the reasons aforesaid and to deduct the Amount thereof from the Total Amount now charged against the said Defendants in and by the said Fourth Schedule. **and this Court doth further Order** that the Master do in his

his said reviewed Report distinguish and state to the Court what parts of the Personal Estate and Effects of the said Testator poſseſsed by the said Defendants and remaining in their hands respectively are applicable to his specific bequests and what parts of such Estate are applicable to the general charges thereon. **and it is further Ordered** that the Master do also Enquire and state whether all or any or either and which of the several Sums of Money Reported by him

1762 to be still outstanding and in the said Twenty Second ~~[illegible]~~ Exception particularly mentioned could or might at any time and when since the Testator's decease have been gotten in by the said Defendant Pareapolliam Codundaramah Chitty but for his wilful default - **and this Court doth declare** that the said Complainant Paulum Narrainsawmy Chitty as the only Son and Heir of the said Testator Pareapolliam Kistnamah Chitty became upon his death well Intitled subject to any Charges thereon to the several Houses and Lands which belonged to the said Pareapolliam Kistnamah Chitty at the time of his death and are in the Eleventh Schedule to the said Report in that behalf particularly set forth and to the Rents and Profits which have accrued or might have accrued upon the same respectively since the said Testator's Death except as regards the Two Houses and Grounds Specifically bequeathed to the said Testator's daughter Cammatchee and the Rents of the same as to which this Court gives no Opinion the said Cammatchee not being a Party to this Suit. **and this Court doth accordingly Order** that the said Defendants respectively do forthwith deliver or Cause to be delivered up to the said Complainant Paulum Narrainsawmy Chitty the Poſseſsion of the said several Lands and Houses of the said Testator Pareapolliam Kistnamah Chitty which are stated by the Master's said Report to be now in their poſseſsion except the Premises mentioned in the said Masters Report which the said

Master was of Opinion ought to be allotted to the said Complainant Rungamall during the term of her Natural life for her residence and hereinafter particularly mentioned And that the said Defendant Parcapolliam Codundaramah Chitty do also pay to the said Complainant Paulliam Narrainsawmy Chitty the Sum of Rupees Four hundred and Eighty Nine in and by the said Report found to have been received by the Defendants as and for the Rents of the said Houses and Lands and carried to the Credit of the Testators General Estate without prejudice nevertheleſs to any demand to which the said Premises may be declared liable by reason of the outstanding claim against the Testators Estate on behalf of the Representatives of Shaick Davaljee in the said Petition of the said Defendants in that behalf set forth. And this Court doth further Order that it be referred to the Master to Enquire and state whether any and what further Rents and Profits could or might have been received by the said Defendant Parcapolliam Codundaramah Chitty but for his wilful default since the said Testator's decease on Account of such of the said Houses and Lands respectively to which the said Complainant Paulliam Narrainsawmy Chitty so became Intitled as aforesaid. And that the Master do also set a fair Occupation Rent upon such part and parts of the said Premises as have been occupied by the said Defendants respectively or either of them since the period last aforesaid for such time or times as they or either of them have occupied the same making to the said Defendants all just allowances in respect of any neceſsary Charges or disbursements paid or laid out by them in or upon the same or in relation to such premises

respectively. And this Court doth further Order that the said Defendant Parcapolliam Codundaramah Chitty do with the privity of the Accountant General of this Court deposit in the said Treasury to be there placed to the Credit of this Cause "The Account of the Complainant Paulliam Narrainsawmy Chitty" one equal third part of the Government Promiſsory Note bearing Interest at Four per Cent per annum for Madras Rupees Ten thousand Four hundred and Thirty One Annas Three and Pice Eleven No. 181 of 1831/32 dated Seventh of October One thousand Eight hundred and Thirty One found to have been received by the said Defendant Parcapolliam Codundaramah Chitty in satisfaction of the award of the Tanjore Commiſsioners in respect of the Bond purchased from Cottah Vullabadoſs in the said Testator's will mentioned And that the said Defendant Parcapolliam Codundaramah Chitty do out of the said Sum of Rupees Sixty One thousand Four hundred and Fifty three Annas Three and Pice Eight in and by the said Report stated to be in his hands pay into the said Treasury one equal one third part of the Sum of Madras Rupees Three thousand Nine hundred and Sixty Three Annas Thirteen and Pice Ten found by the said Report to have been received by the said Defendant Parcapolliam Codundaramah Chitty on Account of Interest the Master having by his said Report found that the said Defendants Parcapolliam Codundaramah Chitty and Parcapolliam Sooreah Chitty and the said Complainant Paulliam Narrainsawmy Chitty under the Will of the said Testator are Legatees Entitled to one equal third Share of each of the amounts of the said award. And that the said Defendants Parcapolliam Arnachella Chitty and Parcapolliam Codundaramah Chitty or one of them do transfer into the name and with the privity of the said Accountant General in trust in this Cause. The like Account One equal one third part of the Carnatic Certificate in favor of the said Defendant Parcapolliam Arnachella Chitty No. 162 dated Twenty fourth

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fourth April One thousand Eight hundred and Twenty Eight for Pagodas
Two thousand and Seven hundred found to have been received by the said
Defendant Pareapolliam Codundaramah Chitty on Account of an Award
of the Carnatic Commissioners in respect of the Nabobs Bonds Purchased
from Madah Saliah Ballakistnasawmy Doss and that the said Defendant
Pareapolliam Codundaramah Chitty do out of the said Sum of Rupees
Sixty One thousand Four hundred and Fifty three Annas Three and Pice
Eight pay into the said Treasury of Fort Saint George one equal third part
of the Sum of Madras Rupees Two thousand Seven hundred and Forty five
Annas Nine and Pice Eight being the Amount found by the said Masters
Report to have been received by the said Defendants for Interest in respect
of such last mentioned Award the Master having by his said Report found
that under the said Will the said Defendants Pareapolliam Codundaramah
Chitty and Pareapolliam Soorcah Chitty and the said Complainant
Pauliam Narrainsawmy Chitty as Legatees are Entitled to one equal third
share each of the Amount of Stock and Monies so awarded as last
aforesaid And that the said Defendant Pareapolliam Codundaramah
Chitty do pay into the said Treasury to the Credit of the said Cause to be
carried to the like Account One third part or Share of all Interest which
between the date of the said Masters Report and the Carrying of this
Decree into Effect may have been or may be received in respect of the
said Two Principal Sums of Madras Rupees Ten thousand Four hundred
and Thirty One Annas Three and Pice Eleven and Pagodas Two thousand
Seven hundred And that the said Defendant Pareapolliam Codundaramah
Chitty do also in like manner deposit and Pay into the said Treasury with

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the privity of the said Accountant General to the Credit of the said Cause to
the like Account the Share of the said Complainant Pauliam Narrainsawmy Chitty
of and in all such other Securities and Cash as the said Pareapolliam Codundarama
Chitty may since the said Masters Report have received or may hereafter receive in
respect of any Specific bequests in which the said Complainant is found to be
interested in and by the Masters said Report ~~[illegible]~~. And it is
Ordered that all such Stock and Securities and Sums so directed to be carried
to the Credit of this Cause as last aforesaid be without prejudice to the same
being liable to satisfy any such claim against the said Testator's Estate on
behalf of the Representatives of the said Shake Davaljee as aforesaid or to any
demand which the Defendant Pareapolliam Codundaramah Chitty may
have against the said Complainant Pauliam Narrainsawmy Chitty by
reason of any over payment to him on Account of his pecuniary Legacy
of Fifty thousand Rupees under the said Testators said Will And this
Court doth further Order that the said Defendant Pareapolliam
Codundaramah Chitty do also out of the said Sum of Rupees Sixty One
thousand Four hundred and Fifty three Annas Three and Pice Eight so found
to be in his hand as aforesaid pay into the said Treasury with the privity of the
said Accountant General to be placed to the Credit of this Cause "The Account of
"the said Complainant Ringamall" the Sum of Rupees Ten thousand and five
hundred to be secured for her future maintenance and for that purpose that
the Sub Treasurer of Fort Saint George with the privity of
the Accountant General do lay out and invest the said Sum when so paid
into the said Treasury in some or one of the Government Securities bearing
Interest at four per Cent And do pay the Interest thereon as it shall accrue
due to the said Complainant Ringamall during her life or until the further

Order of the Court. And the said Complainant Rungamall by her Solicitor Mr. Teed waiving any further reference to the Master touching the premises which he has found in and by his Report ought to be allotted to her for her Residence being the House and Ground situate on the road leading from Tomboo Chitty Street to the Custom House [the Collector's Bill of Sale for which No 2945 is dated 21st May 1818] and the House and Ground situate in Linga Chitty street [the Bill of Sale of which is No. 627 of the 20th of February 1810] forming one place of residence It is Ordered that the said Complainant Rungamall be at liberty to have and to hold the said last mentioned Premises for her residence during her natural life or until the further Order of this Court And the said Complainant Rungamall by her said Solicitor also waiving all Enquiry in respect to past maintenance This Court doth give no direction in regard thereto. And this Court doth Order that all the Title Deeds and Evidences reported by the said Master to have been deposited and left by the said Defendants with him in pursuance of the said Decree of the First day of October One thousand Eight hundred and Thirty be retained by him until the further Order of this Court. And in regard to the Costs of this Suit which have been incurred subsequent to the last Decree and up to the present period. The Court doth further Order that the Costs of all Parties touching the Enquiry before the Master in respect to the maintenance of the said Complainant Rungamall be Taxed as between Solicitor and Client and be paid out of the Estate of the said Testator by the said Defendant the Executor Pareapolliam Codundaramah Chitty. And that the Costs of all the proceedings and Accounts relative to the Houses and Lands of the said Testator as well before the Court as before the Master be by him Taxed ~~be Taxed by the Master~~ and paid by the said Defendants

personally to the said Complainant Pauliam Narrainsawmy Chitty And as to the General Accounts of the said Testator's Personal Estate and Effects and all other the Subsequent Costs of this Suit up to the present period the said Parties respectively do bear their own Costs. And this Court doth Continue the

M.L. reservation of all further directions and Subsequent Costs until after the Master shall have made his revised and further Report and any of the Parties are to be at liberty to apply to this Court as Occasion shall require.

By the Court.

Registrar

Entd M.L. R.

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