620

and carried to the credit of this cause to an account to be entitled "Legacy bequeathed to Anna Brunton and her children by the Will of James Gordon Brunton" and that the interest to accrue due upon such security or securities as to be purchased when and so often as such interest should become due and payable should be paid to the said Complainants Richard Brunton and Anna Brunton upon their joint receipt during the life of Anna Brunton & until the further order of Court with liberty after her death for all parties interested in such Legacy to apply to this Court by Petition in this cause as they might be advised and thereby it is further ordered that what should be payable for interest on the said Legacy of one thousand Pounds bequeathed to Elizabeth Wiltshire be paid to the said Richard Brunton as Guardian of the said Infant Complainant Jane Mary Wiltshire and that the principal of such Legacy or so much thereof as the assets of the said Charles Randalls Estate shall extend to satisfy be paid to the said Sub Treasurer with the privity of the said Accountant General and be by him laid out in the purchase of a Government Security or Securities bearing Interest at four per cent and carried to the credit of this cause to an account to be entitled "The account of Jane

Jane Mary Wiltshire" and that the interest to accrue due upon such Security or Securities so to be purchased when and so often as such interest shall become due and payable be paid to the said Complainant Richard Brunton as Guardian of the said Jane Mary Wiltshire during the Minority of the said Jane Mary Wiltshire or until the further order of Court and thereby it is ordered that it be referred to the Master to enquire and report whether Mary Kirkpatrick Brunton in the answer of the said Defendant named was or was not entitled to be considered as a Judgment creditor against the said Estate of the said late Charles Randall in respect of the debt in the said answer alledged to be due from him in his life time to the said Mary Kirkpatrick Brunton if any and what sum of Money and for that purpose the Master was to cause a Notice to be served on the said Mary Kirkpatrick Brunton or any person duly constituted by her attorney to come in and prove the said alledged debt on or before a certain day to be fixed by him for that purpose and in default of which the said Mary Kirkpatrick Brunton was to be excluded the benefit of this Decree and in case the said Mary Kirkpatrick Brunton should in

in pursuance of the said Notice came in and established a claim to be considered as a Judgment Creditor against the said Estate of the said late Charles Randall the Master was to compute principal and interest due upon such claim at the rate of six per cent per annum from the time of the death of the said Charles Randall and thereby for the better taking of the said Accounts and discovery of the Matters aforesaid all parties and the said Mary Kirkpatrick Brunton in case she should come in under this decree were directed to produce before the said Master upon Oath all Books Papers and Writings in their custody or power relating thereto and were to be examined upon Interrogatories as the said Master should direct and thereby in taking the said accounts the Master was directed to make unto the parties all just allowances the consideration of the costs of the said enquiry and of all further directions was reserved until after the said Master should have made his Report and the said Mary Kirkpatrick Brunton and all parties in this cause were to be at liberty to apply to this Court touching the Matters aforesaid as they might be advised. And upon reading of the said Decree the said Master made his Report dated the

the Eighteenth day of July instant and thereby reported that he had been attended by the Solicitors for the said Complainants and Defendant respectively and likewise by the Solicitor for Major Peter Whannel the duly constituted attorney of the said Mary Kirkpatrick Brunton and he found that on the first day of July one thousand eight hundred and thirty one the said Charles Randall was indebted to the said Complainant Anna Brunton in the full amount of her said Legacy of one thousand Pagodas and that the said Charles Randall in his life time and up to the said first day of July one thousand Eight hundred and Thirty one allowed and paid to the said Anna Brunton Interest on the said last mentioned Legacy of one thousand Pagodas at the rate of five per cent per annum and he had accordingly computed interest at such last mentioned rate on the said last mentioned sum of one thousand Pagodas from the said first day of July one thousand Eight hundred and Thirty one up to the Twelfth day of the same Month of July the day of the death of the said Charles Randall and the same being added to the said sum of one thousand Pagodas made the sum of one thousand and one Pagodas Seventy Eight Fanams and

Seventy

seventy seven cash due at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum of one thousand and one Pagodas twenty eight fanams and seventy seven cash at the rate of six per cent per annum from the time of the death of the said Charles Rundall to the date of his Report and such interest amounted to the sum of one hundred and eighty one Pagodas twelve fanams and fifty seven cash which together with the said sum of one thousand and one Pagodas twenty eight fanams and seventy seven cash made the sum of one thousand one hundred and eighty two Pagodas forty one fanams and fifty four cash or four thousand one hundred and forty Madras Rupees three annas and ten pie and he found that the said Defendant had from time to time and since the death of the said Charles Rundall made certain payments for and on account of the interest due on the said sum of one thousand Pagodas amounting to nine hundred and eight Madras Rupees six annas and eight pie which last mentioned sum of nine hundred and eight Madras Rupees six annas and Eight pie being deducted from the said sum of four thousand one hundred and forty Madras Rupees three annas and ten pie left the sum of three thousand six hundred and thirty one Madras Rupees thirteen annas and two pie now due and owing on account of the principal and interest of the said Legacy of one thousand Pagodas to the said complainant Anne Brunton and he likewise found that on the first

day of april one thousand eight hundred and thirty one the said Charles Rundall was indebted to the said complainant Jane Mary Wiltshire in the full amount of her Legacy of one thousand Pagodas and that the said Charles Rundall in his lifetime and up to the said first day of april one thousand eight hundred and thirty one allowed and paid to the said complainant Jane Mary Wiltshire Interest on the said last mentioned Legacy of one thousand Pagodas at the rate of five per cent per annum and he had accordingly computed interest at such last mentioned rate on the said last mentioned sum of one thousand Pagodas from the first day of april one thousand eight hundred and thirty one up to the said twelfth day of July then next following and the same being added to the said sum of one thousand Pagodas made to the sum of one thousand and thirteen Pagodas forty three fanams and sixty one cash due at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum of one thousand and thirteen Pagodas forty three fanams and sixty one cash at the rate of six per cent per annum from the time of the death of the said Charles Rundall to the date of his Report and such interest amounted to the sum of one hundred and Eighty three Pagodas Twenty three fanams and seven cash which together with the said sum of

seventy seven cash due at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum of one thousand and one Pagodas twenty eight fanams and seventy seven cash at the rate of six per cent per annum from the time of the death of the said Charles Rundall to the date of his Report and such interest amounted to the sum of one hundred and eighty one Pagodas twelve fanams and sixty seven cash which together with the said sum of one thousand and one Pagodas twenty eight fanams and seventy seven cash made the sum of one thousand one hundred and eighty two Pagodas forty one fanams and fifty four cash or four thousand one hundred and forty Madras Rupees three annas and ten pie and he found that the said Defendant had from time to time and since the death of the said Charles Rundall made certain payments for and on account of the interest due on the said sum of one thousand Pagodas amounting to five hundred and eight Madras Rupees six annas and eight pice which last mentioned sum of five hundred and eight Madras Rupees six annas and eight pice being deducted from the said sum of four thousand one hundred and forty Madras Rupees three annas and ten pie left the sum of three thousand six hundred and thirty one Madras Rupees thirteen annas and two pice now due and owing on account of the principal and interest of the said Legacy of one thousand Pagodas to the said complainant Anne Brunton and he likewise found that on the first

day of april one thousand eight hundred and thirty one the said Charles Rundall was indebted to the said complainant Jane Mary Wiltshire in the full amount of her Legacy of one thousand Pagodas and that the said Charles Rundall in his lifetime and up to the said First day of april one thousand eight hundred and thirty one allowed and paid to the said complainant Jane Mary Wiltshire Interest on the said last mentioned Legacy of one thousand Pagodas at the rate of five per cent per annum and he had accordingly computed interest at such last mentioned rate on the said last mentioned sum of one thousand Pagodas from the first day of april one thousand eight hundred and thirty one up to the said twelfth day of July then next following and the same being added to the said sum of one thousand Pagodas made to the sum of one thousand and thirteen Pagodas forty three fanams and sixty one cash due at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum of one thousand and thirteen Pagodas forty three fanams and sixty one cash at the rate of six per cent per annum from the time of the death of the said Charles Rundall to the date of his Report and such interest amounted to the sum of one hundred and eighty three Pagodas twenty three fanams and seven cash which together with the said sum of

Seventy seven cash due at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum of one Thousand and one Pagodas twenty eight fanams and Seventy Seven cash at the rate of Six per cent per annum from the time of the death of the said Charles Rundall to the date of his Report and such interest amounted to the sum of one hundred and Eighty one Pagodas twelve Fanams and fifty seven cash which together with the said sum of one thousand and one Pagodas twenty eight fanams and seventy seven cash made the sum of one thousand one hundred and Eighty two Pagodas forty one fanams and fifty four cash or four thousand one hundred and Forty Madras Rupees three annas and ten pice and he found that the said Defendant had from time to time and since the death of the said Charles Rundall made certain payments for and on account of the interest due on the said sum of one thousand Pagodas amounting to five hundred and eight Madras Rupees six annas and eight pice which last mentioned sum of five hundred and eight Madras Rupees six annas and Eight pice being deducted from the said sum of four thousand one hundred and forty Madras Rupees three annas and ten pice left the sum of three thousand six hundred and thirty one Madras Rupees thirteen annas and two pice now due and owing on account of the principal and interest of the said Legacy of one thousand Pagodas to the said complainant Anne Brunton and he likewise found that on the

day of april one thousand eight hundred and thirty one the said Charles Rundall was indebted to the said complainant Jane Mary Wiltshire in the full amount of her Legacy of one thousand Pagodas and that the said Charles Rundall in his lifetime and up to the said First day of april one thousand eight hundred and thirty one allowed and paid to the said complainant Jane Mary Wiltshire Interest on the said last mentioned Legacy of one thousand Pagodas at the rate of five per cent per annum and he had accordingly computed interest at such last mentioned rate on the said last mentioned sum of one thousand Pagodas from the first day of april one thousand eight hundred and thirty one up to the said twelfth day of July then next following and the same being added to the said sum of one thousand Pagodas made to the sum of one thousand and thirteen Pagodas Forty three fanams and sixty one cash due at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum of one thousand and thirteen Pagodas forty three fanams and sixty one cash at the rate of six per cent per annum from the time of the death of the said Charles Rundall to the date of his Report and such interest amounted to the sum of one hundred and Eighty three Pagodas Twenty three fanams and seven cash which together with the said sum of

of one thousand and Thirteen Pagodas Forty three Fanams and Fifty one cash make the sum of one thousand one hundred and Ninety seven Pagodas Twenty fanams and sixty eight cash a Four thousand one hundred and Ninety one Madras Rupees three annas and two pice and he found that the said Defendant had likewise from time to time and since the death of the said Charles Rundall made certain payments for and on account of the interest due on the said last mentioned sum of one thousand Pagodas amounting to five hundred and Fifty six Madras Rupees which last mentioned sum of five hundred and Fifty six Madras Rupees being deducted from the said sum of four thousand one hundred and Ninety one Madras Rupees three annas and two pice left the sum of three thousand six hundred and thirty five Madras Rupees three annas and Two pice now due and owing on account of the principal and interest of the said Legacy of one thousand Pagodas to the said Complainant Jane Mary Wiltshire and he likewise found that the said Mary Wiltshire Brunton is entitled to be considered as a Judgment Creditor against the said Estate of the said Charles Rundall for the sum of thirty two thousand three hundred and Twenty one Rupees eight annas and nine pice in respect of the debt

to be due from him in his life time to the said Mary Kirkpatrick Brunton and he found that on the Fifteenth day of October one thousand eight hundred and Thirty the said Charles Rundall was indebted to the said Mary Kirkpatrick Brunton in the sum of Twenty six thousand three hundred and Ninety Two Rupees and two annas and that the said Charles Rundall in his life time allowed the said Mary Kirkpatrick Brunton and the said Mary Kirkpatrick Brunton continued to receive from the said Charles Rundall interest on the Monies of the said Mary Kirkpatrick Brunton in the hands of him the said Charles Rundall at the rate of five per cent per annum and he accordingly computed interest at such last mentioned rate on the said sum of twenty six thousand three hundred and Ninety two Rupees and annas Two from the said Fifteenth day of October one thousand eight hundred and thirty up to the said Twelfth day of July one thousand eight hundred and Thirty one and the same being added to the said sum of twenty six thousand three hundred and Ninety two Rupees and two annas made the sum of twenty seven thousand three hundred and sixty eight Rupees four annas and four pice due to the said Mary Kirkpatrick Brunton at the time of the death of the said Charles Rundall and he had computed interest on the said last mentioned sum at the rate of six per Cent per annum from the time of the death of the said Charles Rundall up to the date of his Report and

and the Same amounted to the sum of four Thousand Nine hundred and fifty three Rupees Four Annas and five Pice which together with the said sum of twenty seven thousand three hundred and fifty eight Rupees four Annas and four Pice made to the said sum of thirty two thousand three hundred and twenty one Rupees eight annas and Nine pice the sum of Money in which the said Mary Kirkpatrick Brunton is so entitled to be considered as a Judgment Creditor against the said Estate of the said Charles Rundall as aforesaid and this Cause coming on this present day to be heard for further directions on the said Report and Cats before the Honorable the Judges of this Court in the presence of Counsel learned on both sides Whereupon and upon hearing the said Decree and the said Masters Report read and upon hearing what was alledged by the Counsel on both sides This Court doth Order that it be referred to the Master of this Court to tax the costs of the Complainants and Defendant Subsequent to the said Decree of the Tenth day of February last as between Solicitor and client and that the same be paid by the said Defendant Peter Cator out of the effects of the said late Charles Rundall now in his hands and it appearing upon the face of the said Report that the said Master has calculated interest at six per cent on the sum of interest due to the Complainants Anna Brunton and Jane Mary Wiltshire and Mary Kirkpatrick Brunton at the time of

of the death of the said Charles Rundall deceased which is erroneous and it being admitted by Mr. William Henry Rose Solicitor for the said Complainants and by Mr. Oriel Vincent Solicitor for the said Defendant and by Mr. James Thos. Baillie Solicitor for the said Mary Kirkpatrick Brunton that the sums which the Master ought to have reported as due and as follows on account of the Legacy bequeathed to Anna Brunton and her children the sum of Rupees Three thousand six hundred and thirty Twelve annas and pice seven (3,630. 12. 7.) Viz for principal Rupees three thousand and five hundred (3500) and for interest Rupees one hundred and thirty annas twelve and pice seven (130 - 12. 7) on account of the Legacy bequeathed to Elizabeth Wiltshire the sum of Rupees three thousand six hundred and twenty six annas four and pice nine. (3636. 5. 9) Viz for principal Rupees three thousand and five hundred (3500) and for interest Rupees one hundred and twenty six annas four and pice Nine. (126. 5. 9.) and on account of the claim of the said Mary Kirkpatrick Brunton the sum of Rupees Thirty two thousand one hundred and forty four annas fourteen and pice one (32144. 14. 1) Viz for Principal Rupees Twenty six thousand three hundred and Ninety two, and annas two (26392. 2. 0) and for interest Rupees five thousand seven hundred and fifty two annas twelve and pice one (5752. 12. 1) This Court doth further Order that after payment of such costs as aforesaid the said Defendant Peter Cator do apply the residue of the effects now in

and the Same amounted to the sum of four thousand Nine hundred and fifty three Rupees Four Annas and five Pice which together with the said sum of twenty seven thousand three hundred and sixty eight Rupees four Annas and four Pice made to the said sum of thirty two thousand three hundred and twenty one Rupees eight annas and Nine pice the sum of Money in which the said Mary Kirkpatrick Brunton is so entitled to be considered as a Judgment Creditor against the said Estate of the said Charles Rundall as aforesaid and this Cause coming on this present day to be heard for further directions on the said Report and Cote before the Honorable the Judges of this Court in the presence of Counsel learned on both sides Whereupon and upon hearing the said Decree and the said Masters Report read and upon hearing what was alledged by the counsel on both sides This Court doth order that it be referred to the Master of this Court to tax the costs of the complainants and Defendant Subsequent to the said Decree of the Tenth day of February last as between Solicitor and client and that the same be paid by the said Defendant Peter Cator out of the effects of the said late Charles Rundall now in his hands and it appearing upon the face of the said Report that the said Master has calculated interest at six per cent on the sum of interest due to the Complainants Anna Brunton and Jane Mary Wiltshire and Mary Kirkpatrick Brunton at the time

of the death of the said Charles Rundall deceased which is erroneous and it being admitted by Mr. William Henry Rose Solicitor for the said Complainants and by Mr. Oriel Venoak Solicitor for the said Defendant and by Mr James Hay Baillie Solicitor for the said Mary Kirkpatrick Brunton that the sums which the Master ought to have reported as due and as follows on account of the Legacy bequeathed to Anna Brunton and her children the sum of Rupees Three thousand six hundred and thirty Twelve annas and pice seven (3,630. 12. 7) Viz for principal Rupees three thousand and five hundred (3500) and for interest Rupees one hundred and thirty annas twelve and pice seven (130 - 12. 7) on account of the Legacy bequeathed to Elizabeth Wiltshire the sum of Rupees three thousand six hundred and twenty six annas five and pice nine. (3636. 5. 9) Viz for principal Rupees three thousand and five hundred (3500) and for interest Rupees one hundred and twenty six annas five and pice Nine. (126. 5. 9.) and on account of the claim of the said Mary Kirkpatrick Brunton the sum of Rupees Thirty two thousand one hundred and forty four annas fourteen and pice one (32144. 14. 1) Viz for Principal Rupees Twenty six thousand three hundred and Ninety two, and annas two (26392. 2-0) and for interest Rupees five thousand seven hundred Rupees one hundred and twenty six annas five and pice Nine. (126. 5. 9.) and on account of the claim of the said Mary Kirkpatrick Brunton the sum of Rupees Thirty two thousand one hundred and forty four annas fourteen and pice one (32144. 14. 1)

754

756.

as his heirs respectively or power in payment of the
said three several sums of Rupees three thousand
six hundred and thirty three and pice four
(3630. 12. 4) Rupees three thousand six hundred and
twenty six annas four and pice nine (3626. 5. 9)
and Rupees thirty two thousand one hundred and
forty four annas fourteen and pice one (32144. 14. 1)
rateably and in equal proportions the principal and
interest of the said two several sums due upon the said
account of the Legacies to the said Complainants
Anna Braxton and Jane Mary Willshire respectively
to be applied by the said Defendant Peter Cator in
the manner by the said Decree of the Tenth day
of February last in that behalf particularly directed
and the said sum of Rupees thirty two thousand
one hundred and forty four annas fourteen and pice
one (32,144. 14. 1.) to the said Mary Kirkpatrick
Spinster or her constituted Attorney. and all Parties
are to be at liberty to apply to this Court as they
may be advised.

Ent. F.6.

By the Court

M. Sherwood
Regr

W. H. Rose
Compltts. Solr

757.

Filed 18th November 1833. P. C. 218.

In the Supreme Court of Judicature at Madras.—
Equity Side

To the Honorable Sir Ralph Palmer
Knight Chief Justice of the Supreme Court
of Judicature at Madras and The Honorable
Sir Robert Buckley Comyn Knight
one of the other Justices of the same Court.—

Humbly Complaining shew unto your Lordships
your Orator and Oratrix Abdul Aziz Khan Bahadar and
Shurfun Nisa Begum Sahiba his Wife who are respectively
Mahomedan Inhabitants of Madras living at Royapettah within
the limits of Madras That for some years previous to the Year One
thousand Eight Hundred and fourteen and from thence to the time of
his death hereinafter mentioned One Chinnatomby Moodelly lately deceased
and who was an Hindoo Inhabitant of Madras was employed by your
Oratrix as her Ghomastah or Agent in transacting different business
and pecuniary affairs for her over which your Oratrix had a Controul
and Interest separately from and wholly independant of your Orator
her Husband and who occasionly joined thereon for Conformity and the
said Chinnatomby obtained the full Confidence of your Oratrix in
his zeal and Integrity. And your Orator and Oratrix further shew
that your Oratrix was entitled to receive a monthly Stipend of Rupees
Four hundred and Sixteen, and Annas Ten, from the Office of the Paymaster
of

in his hands respectively or power in payment of the
said three several sums of Rupees three thousand
six hundred and thirty seven twelve and five annas
(3630. 12 5) Rupees three thousand six hundred and
twenty six annas five and five annas (3626 5 5)
and Rupees thirty two thousand one hundred and
fifty four annas fourteen and five and (32144. 14 5)
rateably and respectively the principal and
interest of the said two several sums due on the
account of the Legacies to the said Complainants
Anna Braxton and Jane Mary Wiltshire respectively
to be applied by the said Defendant Peter Cator in
the manner by the said Decree of the Tenth day
of February last in that behalf particularly directed
and the said sums of Rupees thirty two thousand
one hundred and forty four annas fourteen and five
one (32,144. 14. 5.) to the said Mary Hutchinson
Braxton or her constituted Attorney and all Parties
and to be at liberty to apply to this Court as they
may be advised.

Exd P.C.

W H Rose
Comptr. Sub.

By the Court
M. Ffrench
Regr

Filed 18th November 1833. P. C. Regr.

In the Supreme Court of Judicature at Madras.

Equity Side

To the Honorable Sir Ralph Palmer
Knight Chief Justice of the Supreme Court
of Judicature at Madras and The Honorable
Sir Robert Buckley Comyn Knight
one of the other Justices of the same Court.

Humbly Complaining shew unto your Lordships
your Orator and Oratrix Abdul Aziz Khan Bahadar and
Shurfun Nissa Begum Sahiba his Wife who are respectively
Mahomedan Inhabitant of Madras living at Royapettah within
the limits of Madras That for some years previous to the Year One
thousand Eight Hundred and fourteen and from thence to the time of
his death hereinafter mentioned One Chinnatomby Moodelly lately deceased
and who was an Hindoo Inhabitant of Madras was employed by your
Oratrix as her Ghomastah or Agent in transacting different business
and pecuniary affairs for her over which your Oratrix had a Controul
and Interest separately from and wholly independant of your Orator
her Husband and who occasionly joined thereon for Conformity and the
said Chinnatomby obtained the full Confidence of your Oratrix in
Oratrix as her Ghomastah or Agent
and pecuniary affairs for her over which your Oratrix had a Controul
and Interest separately from and wholly independant of your Orator
her Husband and who occasionly joined thereon for Conformity and the
said Chinnatomby obtained the full Confidence of your Oratrix in

in his hands respectively or power in payment of the
said three several sums of Rupees three Thousand
six hundred and thirty seven twelve and pie seven
(3630. 12 7) Rupees three Thousand six hundred and
twenty six annas five and pie nine (3626 5 9)
and Rupees thirty two Thousand one hundred and
forty four annas fourteen and pie one (32144. 14. 1)
rateably and in equal proportions the principal and
interest of the said two several sums due upon the
account of the Legacies to the said Complainants
Anna Braxton and Jane Mary Willshire respectively
to be applied by the said Defendant Peter Cator in
the manner by the said Decree of the Tenth day
of February last in that behalf particularly directed
and the said sum of Rupees thirty two Thousand
one hundred and forty four annas fourteen and pie
one (32,144. 14. 1.) to the said Mary Hutchpatrick
Braxton or her constituted Attorney, and all Parties
are to be at liberty to apply to this Court as they
may be advised.

Exd J.C.

W H Rose
Compltts Solr

By the Court
M. Yfrench
Regr

Filed 18th November 1833. P. C. Regr

In the Supreme Court of Judicature at Madras.
Equity Side

To the Honorable Sir Ralph Palmer
Knight Chief Justice of the Supreme Court
of Judicature at Madras and The Honorable
Sir Robert Buckley Comyn Knight
one of the other Justices of the same Court.

Humbly Complaining shew unto your Lordships
your Orator and Oratrix Abdul Aziz Khan Bahadar and
Nurjun Nisa Begum Sahiba his Wife who are respectively
Mahomedan Inhabitant of Madras living at Royapettah within
the limits of Madras That for some years previous to the Year One
thousand Eight Hundred and fourteen and from thence to the time of
his death hereinafter mentioned One Chinnatomby Moodelly lately deceased
and who was an Hindoo Inhabitant of Madras was employed by your
Oratrix as her Ghomastah or Agent in transacting different business
and pecuniary affairs for her over which your Oratrix had a Controul
and Interest separately from and wholly independant of your Orator
her Husband and who occasionly joined thereon for Conformity and the
said Chinnatomby obtained the full Confidence of your Oratrix in
his zeal and Integrity. And your Orator and Oratrix further shew
that your Oratrix was entitled to receive a Monthly Stipend of Rupees
Four hundred and Sixteen, and Annas Ten, from the Office of the Paymaster
of

of Carnatica Stipends at Madras and having experienced delay and difficulty in receiving payment of the same your Oratrix some time in the Commencement of the Year One thousand Eight hundred and fourteen requested the said Chinnatomby as her Ghomastah to receive the said Stipends on her behalf and to enable him to do so your Oatrix every Month forwarded to the said Chinnatomby the usual and Customary receipt of your Oatrix sealed with her Seal for the said Stipend, and he accordingly received the same at the Office of Carnatic Stipends and duly remitted the Amount thereof to your Oatrix. And your Orator and Oatrix further shew that the said Chinnatomby continued for some Months afterward to receive the said Stipend upon being furnished by your Oatrix with such receipts as aforesaid and to forward the Amount thereof to your Oatrix. And your Orator and Oatrix further shew that the said Chinnatomby had the principal management of the pecuniary affairs of your Oatrix and your Orator and Oatrix placed great Confidence in him and were desirous that the said Chinnatomby should receive the said Stipend without referring to your Oatrix for such receipts as aforesaid when your Oatrix to enable him to do so sometime in the said Year One thousand Eight hundred and fourteen obtained of the said Chinnatomby the respective Seals of herself and of your Orator which they were accustomed to set and affix to such documents or Writings as they executed. And your Orator and Oatrix further shew

shew that the Seal of your Oatrix was so as aforesaid delivered to the said Chinnatomby as her Ghomastah for the purpose of being affixed by him to such receipts for the Monthly payments of the said Stipends as the said Chinnatomby should receive or to such Documents as he should be directed to affix the same by your Orator and Oatrix and in reliance upon the good Faith and Integrity of the said Chinnatomby that he would not make any improper use of the said Seals or use them on any occasion without the previous Sanction of your Orator and Oatrix. And your Orator and Oatrix further shew that the said Chinnatomby was at such time in the possession of a large Sum of Money belonging to your Oatrix and that soon after entrusting the Seals to the said Chinnatomby as aforesaid he advised and persuaded your Orator and Oatrix to allow him to retain from and out of the said Monthly Sum of Four hundred and Sixteen Rupees and the Annual the Sum of Two hundred Rupees. And your Orator and Oatrix further shew that the said Chinnatomby offered upon your Orator and Oatrix consenting to such Arrangement to allow your Oatrix Interest upon such Monthly Receipts. And your Orator and Oatrix further shew that having the greatest Confidence in the said Chinnatomby your Orator and Oatrix consented that he should only remit and pay to your Oatrix the Monthly Sum of Two

Hundred

Two hundred and Sixteen Rupees and Ten Annas, out of the said Stipend and that the remaining part thereof amounting to the Monthly Sum of Two hundred Rupees should be retained by the said Chinnatomby to accumulate with Interest for the benefit of your Oratrix. And your Orator and Oratrix further shew that accordingly from that time the said Chinnatomby by means of his Servants Seemajee and Sutchiman Singand others whose names the Defendants ought to disclose received the whole Amount of such monthly Stipend and continued to pay Monthly thereupon to your Oratrix the said Sum of Two hundred and Sixteen Rupees, and ten Annas and the said Chinnatomby retained the remainder of the said Sum Amounting to the Monthly Sum of Two hundred aforesaid for your Oratrix until the Month of March in the Year One thousand Eight hundred and Twenty Nine. And your Orator and Oratrix further shew unto your Lordships that your Oratrix was entitled to receive from the Government of Fort St. George a large Sum of Money due to her for the arrears of her Share of certain Compensation Money ~~due to her for the Arrears of her~~ Share Ordered to be paid by the United East India Company in their Sovereign Capacity being seized and taken possession of Certain Villages Lands and Premises in which your Orator was interested as a part Owner or Coparcener and your Orator and

W. French
S. Reg.

Oratrix further shew that Orders having issued for payment of the said Compensation Money the Sum of Thirteen thousand and Five hundred Madras Rupees being the proportion of your Oratrix therein was ordered to be paid by twenty four Monthly Instalments and the same was received by the said Chinnatomby as the Ghomastah of your Oratrix and for and on behalf of your said Oratrix from the General Treasury of Fort Saint George on certain days and times between the first of December in the Year of Christ One thousand Eight hundred and Thirteen and the first of December in the Year of Christ One thousand Eight hundred and Fifteen and the same was returned in the hands and possession of the said Chinnatomby to run at Interest and to accumulate for the benefit of your Oratrix. And your Orator and Oratrix further shew unto your Lordships that in the Year of Christ One thousand Eight hundred and Twenty One your Oratrix became and was entitled to have and receive from the said Government of Fort Saint George a large Sum of Money as her Share of the arrear of a certain Stipend which was due by your Oratrix's late Mother Zibboon Nissa Begum otherwise called Nabob Ryoon nissa Begum deceased. And your Orator and Oratrix further shew that on such last mentioned Account the said Chinnatomby as the Agent of your Oratrix and under her Authority

Authority and on her behalf and for her benefit some time in the
Month of May in the Year One thousand Eight hundred and twenty
One received from the said Treasury of Fort Saint George a
further Sum of Six thousand Rupees which with the consent
of your Orator and Oratrix he likewise retained in his possession
to run at Interest and to accumulate with the other Monies then
in his possession belonging to your Oratrix for the benefit of
your said Oratrix and your Orator and Oratrix further shew
unto Your Lordships that in the said Month of May in the
Year One thousand Eight hundred and Twenty One your
Oratrix also deposited with the said Chinnatomby as her
Agent a Sum of One hundred and Sixty five Rupees to run
at Interest and to accumulate for her benefit as aforesaid
And your Orator and Oratrix further shew that in the Year One
thousand Eight hundred and Twenty Nine your Oratrix being
anxious to receive the whole of her aforesaid pension of Four
hundred and Fifteen and two thirds per Mensem and his Highness
Azeem Jah the then Nabob of the Carnatic having sometime
before that period issued an Order that no one of his Highness's
family should entrust their Seals to the Custody of other
Persons your Orator and Oratrix applied to the said Chinnatomby
for their said Seals and he refused the same to your Orator

and

and Oratrix who until such last mentioned time never received or had
in their possession the said Seals or either of them. And your Orator and
Oratrix further shew that the said Chinnatomby never paid to your
Orator and Oratrix any Sum of Money whatever from on or on account
of such accumulations as aforesaid and that there was due to
your Orator and Oratrix from the said Chinnatomby at the time of
his death as hereinafter mentioned a considerable Sum of Money in
respect of such accumulations and also on account of arrears of
Pension due from the said Carnatic Stipends Office to your Oratrix on
her own account and also on account of your Oratrixes Mother Nabob
Peyroon Nissa Begum deceased which arrears the said Chinnatomby
while he had the said Seals in his possession received by the Authority
of your Oratrix from the Carnatic Stipend Office and retained to
accumulate for your Oratrixes benefit the Principal of which said
several Sums amounted to the Sum of Fifty five thousand four
hundred and Sixty five Rupees as hereinafter stated. And your Orator
and Oratrix further shew unto your Lordships that some time in the
Year One thousand Eight hundred and Twenty four the said Chinnatomby
being about to Celebrate some Festival or Entertain his Friends
applied to and requested your Oratrix to lend him Three large looking
Glasses and two Ivory Bureaus which belonged to your Oratrix

in

in order that he might recorde his House therewith and accordingly your Oratrix sent him the same but the said Chinnatomby never returned to your said Orator or Oratrix either of the said Looking Glasses or Bureaus and that the same were in his possession at the time of his death & when the same came into and are now in the possession of his Executors the Defendants hereinafter named and who took possession of the same as the Executors of the said Chinnatomby upon his death And your Orator and Oratrix shew that such last mentioned looking Glasses and Bureaus at the time of such aforesaid Loan and delivery to the said Chinnatomby were of the value of one thousand and Two hundred Pagodas or Four thousand and two hundred Rupees or thereabouts. And your Orator and Oratrix further shew that your Oratrix was possessed of Joys and Jewels to a great amount in Value and in order that a part of such Jewels which your Oratrix did not then require for use should be kept in safe Custody your Oratrix for such purpose sometime in the Year One thousand Eight Hundred and Twenty five whereas such last mentioned Jewels to the said Chinnatomby which were of Considerable value. And your Orator and Oratrix further shew that the said Chinnatomby never returned the said Jewels to your Orator and Oratrix but retained possession of the same until the time of his death or disposed of them as hereinafter

mentioned without the Knowledge or consent of your Orator or Oratrix. And your Orator and Oratrix further shew that on the Twenty Eighth day of May in the Year One thousand Eight hundred and Thirty two the said Chinnatomby departed this life having duly made and published his Last Will and Testament in Writing and thereof appointed his Son Ramasawmy Mooodelly and Vendalore Vencataroy Pillay the Defendants hereinafter named his Executors who on or about the Third day of June one thousand Eight hundred and thirty two duly proved the same in the Ecclesiastical Side of this Honorable Court. And your Orator and Oratrix further shew that the said Ramasawmy Mooodelly and Vendalore Vencataroy Pillay are the Defendants to this your Orator and Oratrix's Bill of Complaint and are respectively Inhabitants of Madras residing in Peroo Naick Pettah in the Black Town of Madras and are therefore subject to the Jurisdiction of this Honorable Court. And your Orator and Oratrix further shew that shortly after the death of the said Chinnatomby the said Vencataroy Pillay paid a Visit to your Oratrix on which occasion he appeared to your Oratrix that the said Jewels belonging to your Oratrix were in one of the Rooms of the House of the said Chinnatomby and that he the said had a few days previously thereto seen them there. And your Orator and Oratrix further shew that the said Vencataroy Pillay then stated that he

Claim

claim which your Orator and Oratrix have upon the Estate of the
said Chinnatomby on account of the Monies so received and returned
Mr. F. & Rec.r — on account of the Joys Jewels and
by the said Chinnatomby as aforesaid should be adjusted and settled
within Three Months from that time And your Orator and Oratrix
further shew that after the Expiration of the said three months
Your Oratrix in consequence of the non performance of the said
Promise sent for the said Defendant Venkatasamy Pillay who then again
came to your Oratrix when your Oratrix told the said Defendant
that both your Orator and Oratrix were desirous of settling
their Accounts with the said Defendants as Executors of the
said Chinnatomby and having the Amount due to them paid
and also having their Jewels and other property restored to them.
And your Orator and Oratrix further shew that the said
Defendant Venkatasamy Pillay at such last mentioned time
proposed to give to your Oratrix a sum of Twenty thousand
Rupees in full Satisfaction of all the claims of your Orator
and Oratrix giving him the said named Defendants General
Release. And your Orator and Oratrix further shew that the
Amount due for the Estate of the said Chinnatomby to your said
Orator and Oratrix being much more than such Sum your Oratrix
refused to receive to such terms. And your Orator and Oratrix
further shew that having after the time last hereinbefore
mentioned made without any effect several applications to the said
Defendants Ramasawmy Moodelly and Vendalore Venkatasamy

Pillay to come to some settlement with respect to your Orators claim
upon the Estate of the said Chinnatomby deceased, your Oratrix instructed
Mr. James Thos Baillie, an Attorney of this Honorable Court to apply
to them on the subject and accordingly upon the Fourth day of January
last the said James Thos Baillie wrote a letter to the said last
named Defendants wherein on your behalf of your Oratrix he
demanded from them payment of the Sum of Fifty five thousand
four hundred and Sixty five Rupees being the Sum due to your Oratrix
from the said Chinnatomby as hereinafter mentioned and also
the delivery of the Jewels so entrusted to the care of the said
Chinnatomby by your Oratrix as hereinbefore stated and the said
Defendants were thereby informed that if the said Sums of
Money and the said Jewels were not respectively forthwith paid
and delivered to your Orator and Oratrix that proceedings would
be commenced in this Honorable Court for recovery of the
same — And your Orator and Oratrix further shew that in reply
to the said last mentioned letter the said James Thos Baillie
received from the late Mr. Charles Philip Gordon deceased
who was then an Attorney of this Honorable Court a Letter
bearing date the Seventh day of January now last past
written by the Instructions of the said two last named Defendants
wherein the said Defendants acknowledged the receipt by
them of the said letter of the Fourth of the same month of
January &c written by the said James Thos Baillie as
aforesaid

aforesaid but denied any Sum to be due to your Orators from the Estate of the said Chinnatomby deceased, and they also therein denied the possession of any Jewels belonging to your Orators as in reference to the said Letter when produced will more fully and at large appear. And your Orator and Oratrix further shew that on the same day on which the said James Hay Baillie received the letter last herein before mentioned Your Orator and Oratrix received from the said Charles Philip Gordon a letter bearing the same date and written by the Instructions of the said Defendants which letter is in the words and figures and to the purport and Effect following that is to say.-

"To

Shurnfun Nipa Begum and Abdul Aziz Khan Behander

I am instructed by Ramasawmy Moodelly and Tiruvalore Vencatarey Pillay Executors of the Will of the late Chinnatomby Moodelly the legal Assignee of your Bond to Myla Annasawmy Moodelly bearing date the 10th day of October 1818. in the Penalty of 20,000 Rupees for securing the payment of 10,000 Rupees with Interest at 12 per Cent per Annum payable in Six Months from the date thereof on demand from you the Immediate payment of the principal and Interest thereby now due on the said Bond.-

And I am further instructed to apprize you that unless the said Principal and Interest Money be immediately paid my clients will institute proceedings against you in the Supreme Court to recover the same without further Notice." And your Orator and Oratrix further shew that until the receipt of the last mentioned letter your Orator and Oratrix were ignorant of the existence of the pretended Bond mentioned in the said letter and which said pretended Bond purports to be a Bond purports to be a Bond bearing date the Tenth day of October One thousand Eight Hundred and Eighteen from your Orator and Oratrix to one Annasawmy Moodelly in the penal Sum of Twenty thousand Rupees for securing the Sum of Ten thousand Rupees payable in Six Months together with Interest for the same at the rate of Twelve per Cent per Annum and the said pretended Bond purports to have affixed to the Seal of your Orator and the subscribed with the respective names of your Orator and Oratrix in their respective handwriting and to be witnessed by one M. Appasawmy and by him alone and on the back of the said Bond is written an Indorsement purporting to bear date on the Fifteenth day of February One thousand Eight Hundred and Thirty Two and signed with the Name and in the handwriting of the said Annasawmy Moodelly purporting to be an assignment from the said Annasawmy of the said Chinnatomby for the Consideration of Five Pagodas of the said Bond or Paper purporting to be a Bond of the Tenth day

aforesaid but denied any Sum to be due to your Orators from the Estate of the said Chinnatomby deceased, and they also therein denied the possession of any Jewels belonging to your Orators as in pursuance to the said Letter when produced will more fully and at large appear. And your Orator and Oratrix further shew that on the same day on which the said James Hoy Baillie received the letter last herein before mentioned your Orator and Oratrix received from the said Charles Philip Gordon a letter bearing the same date and written by the Instructions of the said Defendants which letter is in the words and figures and to the purport and Effect following that is to say.

"To

Shumfun Nissa Begum and Abdul Assed Khan Bekander

I am instructed by Ramasawmy Moodelly and Tirualore Venkatasvy Pillay Executors of the Will of the late Chinnatumbee Moodelly the legal Assignee of your Bond to Myla Annasawmy Moodelly bearing date the 10th day of October 1818. in the Penalty of 20,000 Rupees for securing the payment of 10,000 Rupees with Interest at 12 per Cent per Annum payable in Six Months from the date thereof to demand from you the Immediate payment of the principal and Interest Money now due on the said Bond.—

And I am further instructed to apprize you that unless the said Principal and Interest Money be immediately paid my clients will institute proceedings against you in the Supreme Court to recover the same without further Notice." And your Orator and Oratrix further shew that until the receipt of the last mentioned letter your Orator and Oratrix were ignorant of the existence of the pretended Bond mentioned in the said letter and which said pretended Bond purports to be a Bond purporting to be a Bond bearing date the Tenth day of October One thousand Eight Hundred and Eighteen from your Orator and Oratrix to one Annasawmy Moodelly in the penal Sum of Twenty thousand Rupees for securing the Sum of Ten thousand Rupees payable in Six Months together with Interest for the same at the rate of Twelve per Cent per Annum and the said pretended Bond purports to have affixed to the Seal of your Oratrix and the Subscribed with the respective names of your Orator and Oratrix in their respective Handwriting and to be attested by one M. Appasawmy and by him alone and on the back of the said Bond is written an Indorsement purporting to bear date on the Fifteenth day of February One thousand Eight Hundred and Thirty Two and signed with the Name and in the Handwriting of the said Annasawmy Moodelly purporting to be an Assignment from the said Annasawmy to the said Chinnatomby for the Consideration of Five Pago[das] of the said Bond or Paper purporting to be a Bond of the Tenth

day of October One thousand Eight hundred and Eighteen, and your Orator and Oratrix further shew that they never borrowed from the said Mylay Annasawmy Mooorilly and were never indebted to him in any sum of Money whatsoever and have never had with him either by themselves or through the medium of the said Chinnatomby or any other person any pecuniary or other transactions whatsoever and your Orator and Oratrix further shew that they never gave to the said Mylay Annasawmy Mooorilly any Bond or Obligation for Money and never authorized the said Chinnatomby during the time that your Orator and Oratrix said Seals were in his possession as aforesaid or at any other time to affix them to any Bond or Obligation for Money either to the said Mylay Annasawmy Mooorilly or any other person and that the said Annasawmy was at no time under Circumstances and never had the means of finding or lodging a Sum as Ten thousand Rupees or any considerable sum of Money whatever, And your Orator and Oratrix further shew that your Orator and Oratrix immediately on the receipt of the said Mr. Charles Philip Gordon's last mentioned letter of the Seventh of January informed the said Defendants that the said pretended Bond was not a genuine Instrument and that the same ought not to be set off against or in Fraud of the just Claims of your Oratrix or the Estate of the said Chinnatomby and your Orator and Oratrix accordingly called upon

and required the Defendants to come to a true account with them for Monies received by the said Chinnatomby in his life time on account of your said Oratrix and to pay over the balance due in respect of the same, as well for Principal as for all Arrears of Interest accrued due thereon and likewise to hand over to your Orator and Oratrix the said Joys Jewels and Ornaments which your said Oratrix had as aforesaid entrusted to the said Chinnatomby for safe Custody and to return the said Looking Glasses and Ivory Bureaus which she had sent to the said Chinnatomby under the Circumstances aforesaid on account of which Monies and the particulars and value of which Joys, Jewels, and Ornaments, Looking Glasses and Bureaus are set forth in the Schedules hereto annexed marked A and B and which your Orator and Oratrix pray may be taken and considered as part of this their Bill of Complaint, and your Orator and Oratrix further shew that instead of complying with such just and reasonable requests as in justice and Equity they were bound to have done the said Defendants fraudulently and in order to frighten and intimidate your Oratrix into an unfair settlement according to the Defendants own terms caused an Action at Law to be commenced in the Pleasure of this Honorable Court in the name of the said Mylay Annasawmy Mooorilly against your Oratrix and Orator upon the said pretended Bond hereinbefore

7th June 1836

hereinbefore mentioned and on the Fifteenth day of the said Month of January a Plaint in Debt was duly filed against your Oratrix and Orator at the suit of the said Milay Ramasamy Moodelly and your Orator and Oratrix further shew that in order to defend the said last mentioned action your Oratrix was prevailed upon to employ as her Agent a Native who was formerly employed in the Office of one of the Solicitors of this Honorable Court and who persuaded your said Oratrix that in consequence of his knowledge of Legal matters and of his connection with the Legal profession he had greater facilities to assist your Oratrix than any other Person and your Oratrix believing such assertions and also confiding in the honesty of such Person instructed him to act for her in the premises and your Orator and Oratrix further shew unto your Lordships that they took defence to the said Action and pleaded the General issue non est factum to the said Plaint and that the same was entered for Trial on the Third day of April last past; And your Orator and Oratrix further shew that under the advice of Counsel they on the Thirty first day of January in the present Year exhibited their Bill of Complaint in the Equity Side of this Honorable Court against the said Defendants hereto and against the said Mylay Ramasamy Moodelly the Obligee named in the said Pretended Bond for an Injunction to restrain the Proceedings in the said Action and that

an application having been made on the part of your Orator and Oratrix to this Honorable Court for an Injunction to restrain further Proceedings in the said Action and such Motion having been opposed by the Defendants upon Affidavit the same was refused with Costs and your Orator and Oratrix further shew that the Defendants in the Affidavit on the part of the Defendants in opposition to the said application for an Injunction having sworn incorrectly your Orator and Oratrix caused certain proceedings to be commenced against them and in particular against one Saccara Moodelliar the Brother of the said Chinnatamby for Perjury committed in the said last mentioned affidavit, And your Orator and Oratrix further shew that the Defendants being alarmed at such Proceedings and knowing the falsehood of the allegation contained in the said Affidavit and being apprehensive that upon the Trial of an Indictment for Perjury contained therein a Conviction would follow they the said Defendants became anxious to avoid such a Prosecution and to escape an Exposure of their unjust and fraudulent Proceedings. And your Orator and Oratrix shew that with such last mentioned object and in order to accomplish the same the Defendants Bribed and Corrupted the Native Agent who had been employed by and had acted for your Oratrix in the said Business

and

and in Consideration of certain remuneration paid or promised to him they the Defendants seduced and brought over such Agent to their own Interests And your Orator and Oratrix further shew that the said Defendants through the instrumentality of your Oratrixes said Agent and whom the Defendants had Bribed and Corrupted for that purpose prevailed upon your Oratrix to enter into an Arrangement for the Compromise of the said matters and as the basis of the same proposed that your Oratrix and Oratrixes Mother if Form only should Consent to Grant to the Defendants a new Bond for Rupees Six Thousand and agree to pay down a Sum of Rupees Four thousand such two Sums Amounting together to Ten thousand Rupees that is to say a Sum equal to the Principal Amount of the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen upon which the said Action at Law was brought in the Name of the said Mylay Ann Sawmy Moodelly against your said Orator and Oratrix and that in consideration thereof the said Defendants would give up the said pretended Bond for the principal Sum of Ten thousand Rupees would not continue their aforesaid Proceedings and would not only pay all their own Costs of the same but would pay a Sum of One thousand and five hundred Rupees toward

Satisfaction of the Costs incurred on the part of your Orator and Oratrix as well for Defending the said Action as for the Proceedings on the Equity Side of this Honorable Court And your Orator and Oratrix further shew that the Defendants through the means of your Oratrixes said Agent whom they had so bribed and corrupted as aforesaid assured your Oratrix that although a new Bond was executed by your Orator and Oratrix to the Defendants for the Sum of Rupees Six thousand and an undertaking given for payment of the Sum of Rupees Four thousand in Cash the same would be required only as matter of Form and would be returned to your Oratrix when called for and no payment would be required on account of the same or either of them and that they said Defendants would prepare and render to your Oratrix a true and Correct Account of all Monies received by the said Chinnatumbee in his life time on her behalf and which were unaccounted for as before mentioned and likewise an account of the Jewels and other Property which came to the possession of the said Chinnatumbee on account of your said Oratrix as aforesaid and would pay such balance and deliver over such Jewels and Property to your Oratrix as soon as an Accurate Account and List of the same was prepared but that so much of the said Arrangement

arrangement as is last mentioned was to be a private understanding between your Orator and Oratrix, and the said Defendants and was not to be reduced to writing And your Orator and Oratrix further shew that Confiding in the assurances of their said Agent and being ignorant of his having been bribed as aforesaid your Orator and Oratrix became parties to a certain Memorandum in writing purporting to contain the terms of the proposed Compromise save only such parts as were to remain in Secret as aforesaid and which said writing is to the effect following that is to say:-

Memorandum of Compromise between Ramasawmy Mooodelly and Vendalore Venkatadry Pillay Executors of the Last Will and Testament of Chinnatumby Mooodelliar deceased and Sheerfeen Nissa Begum and Abdul Afzy Khan Bahadar.

Four thousand Rupees part of the Bond debt to be paid Immediately and a new Bond for Six thousand Rupees payable by monthly Instalments of One hundred Rupees to be forthwith Executed by the Begum the Interest of the old Bond debt to be remitted by the Executors of Chinnatumby Mooodelliar, Mr. Gordon the Attorney for Ramasawmy Mooodelly the Plaintiff

trial Mr Baillie the Solicitor for the Complainants in Equity to move to dismiss the Bill with the Consent of the Defendants - Ramasawmy Mooodelly and Vendalore Venkatadry Pillay thro' their Solicitor Mr Gordon and with the Consent of Milay Ramasawmy thro' his Solicitor Mr Innes all Criminal proceedings at the Police to be withdrawn by the Begum - The Executors of Chinnatumby Mooodelly to pay their own Costs and to pay the Costs of the Begum to the extent of One thousand and five hundred Rupees -

Begum's Seal L.S.

Madras
29th March 1833

Signature in Persian of
Abdul Afzy Khan Bahader

We agree to the above terms
/Signed/ Ramasawmy
" V. Venkatadry

And your Orator and Oratrix further shew that no money whatever was paid by or demanded from your Orator and Oratrix or on their account on the last mentioned occasion but the said Defendants in part performance of the said Secret understanding made and executed a Receipt in writing to your Orator and Oratrix for the sum of Rupees Four thousand and

delivered

delivered the same to one Tragary Chetty in Trust for and the same is now in the possession of your Orator and Oratrix and which is to the Effect following that is to say:-

Madras 29th March 1833. Received from Sharfun Nisso Begum and Abdul Azez Khan Bahader the Sum of Four thousand Rupees as per Memorandum of Compromise of this date.-

Ramasawmy.

V. Vencatadry.

And your Orator and Oratrix further shew that confiding in the Integrity of their said Agent and the assurances of the said Defendants and being ignorant that their said Agent had been bribed and Corrupted by the Defendants they afterwards made and executed a Bond or Obligation in Writing bearing date the Twentieth of June One thousand Eight hundred and Thirty three in favor of the said Defendants for the Sum of Rupees Twelve thousand Conditioned for the payment of Rupees Six thousand by Monthly Instalment of One hundred Rupees with Interest at Four per Cent per Annum and having received the Original of the said pretended Bond of the Tenth

and also the said Defendants receipt for Rupees Four thousand as before mentioned your Orator and Oratrix also executed a certain release in the English Language which is to the import and Effect following - that is to say:-

To all whom these presents shall come, Sharfean Nisso Begum and Abdul Azez Khan Bahadar Send Greeting, Whereas a Suit at Law was lately pending in the Supreme Court of Judicature at Madras which was instituted by Ramasawmy Mooneliar and Vendadore Vencatadry Pillay as Executors of the Last Will and Testament of Chinnatomby Mooneliar late a Hindoo Inhabitant of Madras aforesaid deceased, in the Name of Nilay Annasawmy Mooneliar who was the nominal Obligee in trust for the said Chinnatomby Mooneliar of a certain Bond or Obligation bearing date on or about the Tenth day of October in the Year of Christ One thousand Eight hundred and Eighteen from the said Sharfun Nisa Begum and Abdul Azez Khan Bahadar to the said Nilay Annasawmy in the penal Sum of Twenty thousand Rupees for securing the Sum of Ten thousand Rupees with Interest as therein mentioned to recover the principal and Interest Money due on the said Bond as by the Plaint and other Proceedings in

delivered the same to one Dragary Chetty in Trust for and the same is now in the possession of your Orator and Oratrix and which is to the Effect following that is to say:-

Madras 29th March 1833. Received from Sharfeen Nisso Begum and Abdal Azez Khan Bahader the Sum of Four thousand Rupees as per Memorandum of Compromise of this date.-

Ramasawmy.

V. Vencatadry.

And your Orator and Oratrix further shew that confiding in the Integrity of their said Agent and the assurances of the said Defendants and being ignorant that their said Agent had been bribed and Corrupted by the Defendants they afterwards made and executed a Bond or Obligation in Writing bearing date the Twentieth of June One thousand Eight hundred and Thirty three in favor of the said Defendants for the Sum of Rupees Twelve thousand Conditioned for the payment of Rupees Six thousand by Monthly Instalments of One hundred Rupees with Interest at Four per Cent per Annum and having received the Original of the said precluded Bond of the Tenth of October

and also the said Defendants receipt for Rupees Four thousand as before mentioned your Orator and Oratrix also procured a certain release in the English Language which is to the import and Effect following - that is to say:-

To all whom these presents shall come, Sharfean Nisso Begum and Abdul Azez Khan Bahadar send Greeting, Whereas a Suit at Law was lately pending in the Supreme Court of Judicature at Madras which was instituted by Ramasawmy Mooreliar and Vendatore Vencatadry Pillay as Executors of the Last Will and Testament of Chinnatomby Mooreliar late of Vindoo Inhabitant of Madras aforesaid deceased, in the Name of Milay Annasawmy Mooreliar who was the nominal Obligee in trust for the said Chinnatomby Mooreliar of a certain Bond or Obligation bearing date on or about the Tenth day of October in the Year of Christ One thousand Eight hundred and Eighteen from the said Sharfeen Nisso Begum and Abdul Azez Khan Bahadar to the said Milay Annasawmy in the penal Sum of Twenty thousand Rupees for securing the Sum of Ten thousand Rupees with Interest as therein mentioned to recover the Principal and Interest Money due on the said Bond as by the Plaint and other Proceedings

in

in the said suit filed of Record on the Plea side of the said Supreme Court referred being thereto had wch more fully and at large appears and whereas the said Shurfun Nissa Begum and Abdal Afzy Khan Bahadar lately filed their Bill of Injunction on the Equity side of the said Supreme Court against the said Ramasawmy Moodelliar and Vendalore Vencata dry Pillay as Executors as aforesaid and against the said Pillay Ramasawmy to restrain the said action at Law and that the said Bond might be delivered up to be cancelled on the Ground of fraud by the said Chinnatomby Mandelly as in the said Bill alledged as on reference to the said Bill filed of Record on the Equity side of the Supreme Court will more fully and at large appear and whereas the said parties to the said suits at Law and in Equity have lately Compromised the same and at the said suit at Law hath been discontinued and the said Bill in Equity hath been dismissed without Costs by consent of the said several parties Defendants thereto And whereas the said Shurfun Nissa Begum and Abdal Afzy Khan Bahadar and the said Ramasawmy Moodelliar and Vendalore Vencatadry Pillay Executors as aforesaid have mutually agreed to make and Execute to each other a General Release in manner and to the Effect hereinafter contained Now the Presents Witnesseth that

Agreement on the part of the Shurfun Nissa Begum and Abdal Afzy Khan Bahadar and in consideration of the Premises and for fully effecting the aforesaid Compromise they the said Shurfun Nissa Begum and Abdal Afzy Khan. Have and each of them have remised released and for ever quitted claim and by these presents do and each of them doth remise and release and for ever quit claim unto the said Ramasawmy Moodelliar and Vendalore Vencatadry Pillay as Executors as aforesaid their Executors and Administrators all and all manner of actions cause and Causes of action and suits both at Law and in Equity accounts things reckonings claims and demands whosoever which against the said Chinnatomby Moodelliar or his Estate or against the said Ramasawmy Moodelliar and Vendalore Vencatadry Pillay Executors as aforesaid in respects thereof they the said Shurfun Nissa Begum and Abdal Afzy Khan Bahadar or either of them now have which they or either of them their or either of their heirs Executors or Administrators can shall or may have for or in respect of the matters aforesaid or any other matter Cause or things whatsoever from the beginning of the World to the day of the date of these presents In Witness whereof the said Shurfun Nissa Begum and Abdal Afzy Khan Bahadar have hereunto severally subscribed their Names and affixed their Seals the Twentieth day of June in the Year of Christ

One

in the said suit filed of Record on the Plea side of the said
Supreme Court reference being thereto had will more fully
at large appear and whereas the said Shumsun Nissa Begum
Abdal Afzy Khan Bahadar lately filed their Bill of Complaint
on the Equity side of the said Supreme Court against the said
Ramasawmy Moodelliar and Vendalore Venkatadry Pillay
Executors as aforesaid and against the said Pillay Venkatadry
to restrain the said action at Law and that the said Bond may
be delivered up to be cancelled on the Ground of fraud by the
said Channatomby Mandelly as in the said Bill alledged
or reference to the said Bill filed of Record on the Equity
side of the Supreme Court will more fully and at large appear
and whereas the said parties to the said suits at Law and in Equity
have lately Compromised the same and at the said suit at Law
hath been discontinued and the said Bill in Equity hath been
dismissed without Costs by consent of the said several parties
Defendants thereto and Whereas the said Shumsun Nissa Begum
and Abdal Afzy Khan Bahadar and the said Ramasawmy
Moodelliar and Vendalore Venkatadry Pillay Executors as
aforesaid have mutually agreed to make and Execute to each
other a General Release in manner and to the Effect hereinafter
contained Now these Presents Witness

Agreement on the part of the Shumsun Nissa Begum and Abdal
Afzy Khan Bahadar and in consideration of the Premises and for
fully effecting the aforesaid Compromise they the said Shumsun Nissa
Begum and Abdul Afzy Khan Have and each of them have remised
released and for ever quitted claim and by these presents do and each
of them doth remise and release and for ever quit claim unto the
said Ramasawmy Moodelliar and Vendalore Venkatadry Pillay
as Executors as aforesaid their Executors and Administrators all and
all manner of actions, cause and Causes of action and suits both at
Law and in Equity accounts things reckonings claims and demands
whosoever which against the said Channatomby Moodelliar or his
Estate or against the said Ramasawmy Moodelliar and Vendalore
Venkatadry Pillay Executors as aforesaid in respects thereof they
the said Shumsun Nissa Begum and Abdul Afzy Khan Bahadar
or either of them now have which they or either of them their or either
of their heirs Executors or Administrators can shall or may have
for or in respect of the matters aforesaid or any other matter
Cause or things whatsoever from the beginning of the World to the
day of the date of these presents In Witness whereof the said
Shumsun Nissa Begum and Abdal Afzy Khan Bahadar
have hereunto severally subscribed their Names and affixed
their Seals the Twentieth day of June in the Year of Christ

The

One thousand Eight hundred and Thirty three as in reference to the said release and to which your Orator and Oratrix crave leave to refer will appear. And your Orator and Oratrix further shew that such last mentioned Release is now or ought to be in the possession or power of the said Defendants or of one of them and in case they shall pretend the same in any manner differs from that which is herein set forth they ought to bring and leave the same in the Registry of this Honorable Court for inspection and for the purpose of this Cause. And your Orator and Oratrix further shew that altho' it is provided by the said Instrument or Release that the parties thereto had mutually agreed to make and execute to each other a General Release in manner and to the effect therein mentioned the said Defendants never executed to and your Orator and Oratrix never received any such General Release or any other Release from the said Defendants. And your Orator and Oratrix further shew that the said Instrument of Release so executed by your Orator and Oratrix under the Circumstances aforesaid was prepared by the Solicitor of the said Defendants and it is therein untruly stated that the said Suit at Law therein mentioned had been discontinued and the said Bill in Equity had been dismissed without Costs where as in truth and in fact the Costs of the same were

paid by the said Defendants. And your Orator and Oratrix further shew that notwithstanding the assurances of the Defendants conveyed to them thro' the means of the said Native Agent the said Defendants have never delivered to your Oratrix any account of the Monies received by the said Chinnatomby on her behalf in his life time and which ought to have accumulated in his hands for her benefit nor have they rendered any list or account of the said Toys Jewels and Ornaments which, as aforesaid your Oratrix had deposited with him for safe Custody or of the said Looking Glasses and Ivory Bureaus sent by your Oratrix to the said Chinnatomby as hereinbefore mentioned nor have the said Defendants paid to your Oratrix any Money or delivered any Jewels or other Property in respect of the same. And your Orator and Oratrix further shew that the said Defendants have altogether neglected to deliver up to your Oratrix the said Bond for Six thousand Rupees which they executed under the circumstances aforesaid and in the belief that the same was mere matter of form and would never be enforced. And your Orator and Oratrix further shew that the said Pretended Bond of the Tenth of October One thousand Eight Hundred and Eighteen is a Forgery the Body thereof or so much of the same as is in

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in writing and is not printed being in the handwriting of the said Chinnatomby and the Signatures of the Parties purporting to be the executing Parties to the same being Forgeries and your Orator has lately discovered as the fact is and as she was before led to suspect and believe that the Memorandum or Assignment indorsed on the said pretended Bond whereby the same is assigned over to the said Chinnatomby Mooselliar although bearing date in the life time of the said Chinnatomby namely on the fifteenth of February One thousand Eight hundred and Thirty two was not prepared or executed. And your Orator and Oratrix further shew that the Defendants instead of delivering up the said Bond for Six Thousand Rupees as they had promised to do have lately brought an Action thereon in the Pleas side of this Honorable Court against your Orator and Oratrix have appeared and pleaded and the Defendants are in a situation to go to Trial in the said action And your Orator and Oratrix further shew that they have lately discovered that in the aforesaid negotiations and compromise the Defendants have committed gross frauds on them and that the said Defendants have not only given to the Agent of your Orator and Oratrix a sum of Money in order to corrupt him and as an

mentioned but they have also paid a further sum of Monies to and amongst the said Agent and two other persons one of whom was employed as a Dubash in the Office of your Orator and Oratrix's late Solicitor and the other is now employed in one of the Offices of this Honorable Court and such payments were made fraudulently for the purpose of carrying the said fraudulent and in particular your Orator and Oratrix have discovered that for the purposes aforesaid * arrangement into effect and your Orator and Oratrix shew that upon making such discovery last mentioned they by themselves and their Agents applied to the Defendants to discontinue the said proceedings at Law and to deliver up the said Bond for Six thousand Rupees and the said Instrument of Release to be Cancelled and to account with your Orator for the said Monies and Jewels received by the said Chinnatomby in his life time on her account and to pay and deliver over what upon such accounting should appear to be due and owing as in Justice and Equity the said Defendants ought to do. But now so it is May it please Your Lordships the said Defendants combining and confederating with divers persons at present unknown to your Orator and Oratrix but whose names when discovered they pray they may be at liberty hereinafter to charge them as parties Defendants hereto pretend that the said Bond for the said principal sum of Six thousand Rupees

Amendment
Ch: Fr
Dep.

* the said Defendants have paid and there the sum of Five thousand Rupees to some or one of the several persons whose names the Defendants ought to be at liberty to insert in the following proportions that is to say to the Person who is employed as a Writer in the Office of Register to the Supreme Court

in writing and is not printed being in the handwriting of the said Chinnatomby and the Signatures of the Parties ~~to~~ the executing Parties to the same being Forgeries and your Orator has lately discovered as the fact is and as she was before led to suspect and believe that the Memorandum or Assignment indorsed in the said pretended Bond whereby the same is assigned over to the said Chinnatomby Moodelliar although bearing date in the life time of the said Chinnatomby namely on the Fifteenth of February One thousand Eight hundred and Thirty two was not prepared or executed. And your Orator and Oratrix further shew that the Defendants instead of delivering up the said Bond for Six Thousand Rupees as they had promised to do have lately brought an Action thereon in the Plea Side of this Honorable Court against your Orator and Oratrix have appeared and pleaded and the Defendants are in a situation to go to Trial in the said action And your Orator and Oratrix further shew that they have lately discovered that in the aforesaid negotiations and compromise the Defendants have committed gross frauds on them and that the said Defendants have not only given to the Agent of your Orator and Oratrix a sum of Money in order to corrupt him and as are

mentioned but they have also paid a further sum of Monies to and amongst the said Agent and two other persons one of whom was employed as a Dubash in the Office of your Orator and Oratrix's late Solicitor and the other is now employed in one of the Offices of this Honorable Court and such payments were made fraudulently for the purpose of carrying the said fraudulent arrangement into effect, and your Orator and Oratrix shew that upon making such discovery last mentioned they by themselves and their Agents applied to the Defendants to discontinue the said proceedings at Law and to deliver up the said Bond for Six thousand Rupees and the said Instrument of Release to be Cancelled and to account with your Orator for the said Monies and Jewels received by the said Chinnatomby in his life time on her account and to pay and deliver over what upon such accounting should appear to be due and owing as in Justice and Equity the said Defendants ought to do. But now so it is May it please your Lordships the said Defendants combining and confederating with divers persons at present unknown to your Orator and Oratrix but whose names when discovered they pray they may be at liberty to insert herein and apply to be charged herewith as parties Defendants hereto pretend that the said Bond for the said principal Sum of Six thousand Rupees

Amendment.
C.M. F. D.Regr.

*The said Defendants have paid and divers the sum of Two thousand Rupees to some of the several persons or those names the Defendants might be advised in the following proportions that is to say, To one Person who is employed as a Writer in one of the Offices of this Honorable Court the sum of Rupees To another Person who is employed as a Dubash in the Office of your Orator and Oratrix's late Solicitor the sum of Rupees and to a third Person who is employed as a Writer in the Office of the said late Solicitor the sum of Rupees

Hundred Rupees and Interest is a good valid and subsisting Debt and that the same was executed for a valuable and sufficient consideration the Contrary whereof your Orator and Oratrix charges to be true and they charge that they nor or neither of them ever receive any valuable or sufficient Consideration or any Consideration for the same and that the same was obtained from your Orator and Oratrix fraudulently and under the Circumstances hereinbefore in that behalf set forth and so the said Defendants well at other times admit but then they pretend that the delivery up of the said pretended Bond for the principal Sum of Ten thousand Rupees and Interest at Twelve per Cent per Annum dated the Tenth of October One thousand Eight hundred and Eighteen as hereinbefore mentioned and the ostensible of the arrears of Interest alledged to have been due thereon and the delivery of the said receipt of the Defendants for Rupees Five thousand without any payment by your Orator and Oratrix as hereinbefore mentioned and the payment by the Defendants of your Orator and Oratrixes Costs are a sufficient Consideration in Law to support the said Bond for Six thousand Rupees the contrary whereof your Orator and Oratrix charge to be true

of October One thousand Eight hundred and Eighteen was never executed by your Orator and Oratrix or either of them and that the Signatures affixed thereto purporting to be the Signatures of your Oratrix and Orator are forged and fabricated and as Evidence thereof your Oratrix charges that she is unable to write or sign her name and that to all documents requiring to be authenticated by her she affixes her Seal only and she charges that to the Bond for Six thousand to the said Instrument of Release and to the said Memorandum of Compromise hereinbefore mentioned and referred to and to all other Instruments executed by your Oratrix she has merely affixed her Seal and your Oratrix charges that in case the Defendants shall insist that the said Signature to the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen is the genuine Signature of your Oratrix they ought to set forth when where and what occasion and in whose presence the same was subscribed and all particulars concerning the same and whether in fact your Oratrix ever or any other and what occasion wrote or subscribed her name or signature to any other Paper or Instrument in writing and when where and in whose presence on what occasions and all particulars concerning the same and Your

Hundred Rupees and Interest is a good valid and subsisting Bond
and that the same was executed for a valuable and sufficient
consideration the Contrary whereof your Orator and Oratrix charge
be true and they charge that they nor or neither of them
ever receive any valuable or sufficient Consideration or any Consideration
for the same and that the same was obtained from your Orator and
Oratrix fraudulently and under the Circumstances hereinbefore in that
behalf set forth and so the said Defendants will at other times admit
but then they pretend that the delivery up of the said pretended Bond
for the principal Sum of Ten thousand Rupees and Interest at Twelve
per Cent per Annum dated the Tenth of October One thousand Eight
Hundred and Eighteen as hereinbefore mentioned and the retention of
the arrears of Interest alledged to have been due thereon and the
delivery of the said receipt of the Defendants for Rupees Four
thousand without any payment by your Orator and Oratrix as
hereinbefore mentioned and the payment by the Defendants of
your Orator and Oratrixes Costs are a sufficient Consideration in
Law to support the said Bond for Six thousand Rupees the
contrary whereof your Orator and Oratrix charge to be true

Amendment
Mr. Fox's Rep.

of October One thousand Eight hundred and Eighteen was never
executed by your Orator and Oratrix or either of them and that
the Signatures affixed thereto purporting to be the Signatures
of your Oratrix and Orator are forged and fabricated and as
Mr. Fox's Rep. Evidence thereof your Oratrix charges that she is unable to
write or sign her name and that to all documents requiring
to be authenticated by her she affixes her Seal only and she
charges that to the Bond for Six thousand to the said Instrument
of Release and to the said Memorandum of Compromise hereinbefore
mentioned and referred to and to all other Instruments executed
by your Oratrix she has merely affixed her Seal and your Oratrix
charges that in case the Defendants shall insist that the said
Signature to the said pretended Bond of the Tenth of October
One thousand Eight hundred and Eighteen is the genuine Signature
of your Oratrix they ought to set forth when where and what
occasion and in whose presence the same was subscribed and
all particulars concerning the same and whether in fact your
Oratrix ever or any other and what occasion wrote or
subscribed her name or Signature to any other Paper or
Instrument in writing and when where and in whose presence
on what occasions and all particulars concerning the same and
Your

Six Months from the date thereof with Interest at Twelve per Cent
per Annum and that no Interest thereon was ever paid by or demanded
from your Orator and Oratrix or either of them and that on the Tenth
of February in the Year One thousand Eight Hundred and twenty Seven
the Interest due on the said pretended Bond amounted to a Sum equal
to the principal thereof and that according to English Law such pretended
thereon ceased to bear Interest of which the said Chinnatomby was well
aware and they charge that if the said pretended Bond had been a
valid and genuine Bond the said Chinnatomby would not have allowed
so large a Sum as Twenty thousand Rupees to remain in his hands
unemployed and unproductive of Interest but the said Chinnatomby would
either have insisted in payment of the Interest due on the said pretended
Bond or he would have demanded payment of the Principal and Interest
thereof or he would have required a new Security for the aggregate
Amount of the principal and Interest due on the said pretended Bond
such new Security also to bear Interest, and your Orator and Oratrix
Charge that the said Chinnatomby in his life time and the said
Annasawmy never did nor did either of them nor did any one on
their or either of their behalf ever demand call upon or require
payment of the said Principal Money or any part thereof or of the said
Interest or any part thereof or the delivery of any new Security for
the same or any part thereof

M. F. & Ors. Amendment

pretended Bond was ever made in the life time of the said Chinnatomby
or until the aforesaid Letter of the said Mr. Charles Philip Gordon
hereinbefore mentioned and set forth bearing date the Seventh of
January One thousand Eight hundred and thirty-three And they charge that
the neglect and omission to make such demand and the circumstances
herein set forth clearly evidence as the truth is that the said pretended
Bond is a forged and fraudulent Instrument and of no validity in
the Law and at other times the Defendants give out and pretend
that the acquaintance of the said Chinnatomby with your Oratrix
was of a very slight nature and consisted merely in the said Chinnatomby
having lent and advanced a Sum of Money to your Oratrix in Consideration
whereof the pretended Bond of the Tenth of October One thousand Eight
Hundred and Eighteen was made and executed and they also pretend
that the said Chinnatomby never received any money for from or on
account of your Oratrix and never in any Instance acted as her Agent
or Ghomastah the Contrary whereof they charge to be true and they
charge that besides the occasions herein set forth your Oratrix some
time in or about the year One thousand Eight hundred and Ten
delivered to the said Chinnatomby as her Agent and Ghomastah
the Sum of Rupees Fourteen thousand with Instructions to
purchase certain Ground and to erect a House thereon as
a Residence for your Oratrix and they further charge that
the said Chinnatomby acting under such Instructions on the

such Money or some part thereof purchased some Ground situate at Pongapettah and thereon erect a House for your Oratrix in which she usually resides and your Orator and Oratrix charge that the said Chinnatomby acting for the Chomastah of your Oratrix she allowed him to receive the Title deeds of the said last mentioned premises and to remain in his Custody until the Month of February One thousand Eight hundred and Thirty two, and that at or about such last mentioned period upon making enquiries regarding the said Title deeds your Oratrix discovered that instead of the same being in the name and favor of your Oratrix the said Chinnatomby had fraudulently contrived to have them prepared in favor of his Brother-in-law A. Appasawmy Mooddiliar deceased whose pretended name appears Subscribed as a Witness to the pretended Execution by your Orator and Oratrix of the said pretended of the said Arrasawmy Mooddly another Brother-in-law or a near relation or connection of the said Chinnatomby deceased and who was employed in the Service of the said Chinnatomby upon a Salary of Two Pagodas per Mensem. And your Orator and Oratrix Charge that upon being so informed they insisted on the said Chinnatomby having the said House and Premises and the Title deeds thereof transferred into the name and favor of your Oratrix And they Charge that the said Defendants afterwards by directions of the

life time of the said Chinnatomby procured the said Title deeds to be transferred and assigned over and delivered to your Oratrix and they further Charge that if the said Chinnatomby had any valid demands against your Orator and Oratrix or either of them in respect of the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen the said Chinnatomby would have retained the said Title Deeds in his possession as a Security for the due payment of the same and he would not have allowed them to be delivered to your Oratrix and as further Evidence that the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen is a forged and fabricated Instrument your Orator and Oratrix charge that the pretended execution of the same is attested or pretended to be attested by only one person and that such attestation purports to be the Signature of one A. Appasawmy Mooddeliar who was the Brother-in-law of the said Chinnatomby and who died in the Month of July in the Year of Christ One thousand Eight hundred and Twenty four and they Charge that such last mentioned Signature is apparently not a genuine Signature and that the same has been written at different times some part of such Signature being written with Ink of different Colour from the other part of the same, And your Orator and Oratrix Charge that the body of the said pretended Bond was written by the said Chinnatomby himself. And they

further charge that the said Chinnatomby was for many years employed as a Law Dubash by several professional Gentlemen practising in this Honorable Court as well Barristers as Attorneys and that he was well acquainted with the English Law and Rules of Evidence and well knew that in proving the execution of a Bond having subscribed to it as attesting Witnesses the name or Signature of Persons who were dead it would be sufficient to prove the death of such persons and their handwriting and that therefore the said Chinnatomby procured the written at the attestation of said pretended Bond the Signature or pretended Signature of a dead Person. and they charge that the same was so affixed to prevent a disclosure of the Circumstances which took place on the pretended Execution of the same and your Orator and Oratrix further charge that the Memorandum or assignment from the said M: Annasawmy Moottien to the said Chinnatomby bearing date in February One thousand Eight hundred and Thirty two in the life time of the said Chinnatomby indorsed on the said pretended Bond was not made or executed until after his death and they charge that although there is an attestation indorsed on the said pretended Bond for Witnesses to the due execution of the said assignment by the said Annasawmy no Witnesses name is attached thereto and that the same was purposely omitted by the Defendant in order

Amendment.
M. F. 2 Rep.

* Said pretended Bond is one the Bottom of the Signature of the Attesting Witnesses by the Defendants swearing that after the death of the said Chinnatomby put that no such Witnesses Signature of the said Chinnatomby was ever indorsed thereon at the time when the said pretended Bond came into the possession of the Defendants Solicitor

avoid a discovery as to the time and Circumstances of executing the * that the said Memorandum of assignment by Indorsement was written in the same and your Orator and Oratrix charge that the said Defendants ~~in order to avoid a discovery as to the time and Circumstances~~ their answers hereto ought to set forth when and by whom and under what Circumstances such Memorandum was written or indorsed on the said pretended Bond and when where and in whose presence the same was signed by the said Annasawmy and all particulars

M. F. 2 Rep.

concerning the same and why the said Memorandum or assignment bears date in February One thousand Eight hundred and thirty two And your Orator and Oratrix charge that if the said pretended Bond had been a genuine and valid Bond the said Defendants would have * interested in receiving the full Amount of Principal and Interest due thereon the Interest thereof Amounting to a Sum equal to the principal of the said pretended Bond and they charge that the Circumstance of the Defendants delivering up the said pretended Bond and giving them a Receipt for Four thousand Rupees without receiving any Money on account of the same and the payment by the Defendants of the Costs incurred by themselves and by your Orator and Oratrix the whole Amounting to a Sum of nearly Twenty thousand Rupees and the payment of the Monies hereinbefore mentioned in Order to corrupt the Servants

and Agents of your Oratrix are of themselves evidence that the said pretended Bond was not a genuine Bond and that the said Defendants had not any just or bona fide claim against your Orator and Oratrix in respect thereof and the said Defendants at other times pretend that they received from your Orator and Oratrix in Money the said Sum of Four thousand Rupees for which the said receipt was given by them the Contrary whereof your Orator and Oratrix charge to be true and they charge that no Sum of Money whatsoever was ever at any time paid or on account of your Orator and Oratrix or either of them to the Defendants or to any person on their behalf on account thereof. And your Orator Oratrix charge that the Defendants in their Answer hereto ought to set forth when where upon what occasion and in whose presence and by whom such Money and every part thereof was paid with all particulars concerning the same, and at other times the Defendants give out and pretend that the said Chinnatomby in his life time was not entrusted with your Oratrixes said Seal and never did receive on her account any Sum of Money whatsoever and never had in his possession any Jewels belonging to your said Orator the Contrary whereof she charges to be true and your Orator and Oratrix charge that the said Chinnatomby between the Month of May in the Year One thousand Eight hundred and Fourteen and the Month of March in the Year One thousand Eight hundred and Twenty five

received from the Paymaster of Stipends the Pension or Monthly Sum of Four hundred and Sixteen Rupees and Ten Annas allowed to your Oratrix as one of the Daughters of His Highness the late Wallajah Nabob of the Carnatic and that on account thereof the said Chinnatomby retained in his possession to accumulate for the benefit of your Oratrix the Monthly Sum of Two hundred Rupees and your Orator and Oratrix further charge that the said Chinnatomby in his life time and at or about the times mentioned in the Schedule A hereunto annexed received and retained in his possession in Trust for and on account of your said Oratrix the several Sums of Money therein specified amounting in the whole to the Principal sum of Fifty Five thousand Four hundred and Sixty Five Rupees and that the Interest which would have accrued due thereon if the same had been made productive of Interest according to the Assurance given by your Orator by the said Chinnatomby would have accumulated the Sum of Fifty thousand Rupees or thereabouts to the whole making one aggregate Sum of One hundred and Five thousand and Four hundred and Sixty five Rupees or thereabouts and they further charge that the said Chinnatomby had in his possession at the time of his death belonging to your Oratrix the several Toys and Such Ornaments Looking Glasses and Beauro and enumerated

enumerated in the Schedule marked B hereunto annexed and that some of such Jewels Looking Glasses and Bureaux were seen in his possession shortly before his death and that after his death the same came into the possession of the Defendants as his Executors and your Orator Oratrix further charge that such Toys Jewels and other Property were of the value of the sum of Twenty One thousand and Two hundred and Fifteen Pagodas or Seventy Four thousand Two hundred and Fifty two Rupees and that if the same are not now forthcoming the Defendants ought to account for and pay to your Oratrix the Value thereof. And the said Defendants will at other times admit that the said Chinnatomby in his life time that is to say in the Month of July in the Year One thousand Eight hundred and Twenty five did receive and take into his possession for safe Custody the said Toys Jewels and other Valuable Property belonging to your Oratrix as hereinbefore mentioned but then they pretend that he afterwards restored the same to your Oratrix the Contrary whereof Your Orator and Oratrix charge to be true and they charge that the Defendants ought to set forth when where upon what occasion and in whose presence the same were restored or delivered back to your Oratrix and all particulars concerning the

Ch: F.
Read.

Defendants pretend that the said Chinnatomby in his life time was very particular in all matters connected with business particularly with business of a pecuniary nature and that he was in the habit of keeping Correct Books of accounts in which he made or caused to be made entries of all his pecuniary dealings and they pretend that if the said Chinnatomby had ever received any Monies on account of your Oratrix the same would appear by his said Books of account and the Defendants pretend that no such entries appear by the said Accounts and therefore the Defendants insist that the absence of such entries is evidence that no Monies was ever received by the said Chinnatomby in his life time on account of your said Oratrix the Contrary of all which ~~which~~ your Orator and Oratrix charge to be true and they charge that the omission of making such entries of the same are omitted which they do not admit was a fraud on the part of the said Chinnatomby and done to conceal evidence of the receipt of the said Monies on account of your Oratrix And your Orator and Oratrix charge that the Defendants ought in their Answer hereto set forth a true and correct list and description of all such accounts Books and Papers kept by the said Chinnatomby in his life time and to bring and deposit the originals thereof into the Registry of this Honorable Court for the Inspection of your Orator his Solicitor and Agents and for the purposes of this cause and

and your Orator and Oratrix charge that the said Books of account do not contain any entry or entries made in the life time of the said Chinnatomby shewing what was the Consideration of the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen and if the Defendants shall produce the same do contain an entry or entries thereof your Orator and Oratrix charge that the said Defendants in their Answer hereto ought to set forth the same and the exact words and figures thereof and the name or names of the person or persons in whose handwriting the same is or are written and also to set forth what hath become of such person or persons and if living where such person or persons is or are now to be found and what is or are their occupation or situation in life respectively and if dead when did he or they die and at other times the Defendants admit that the said Chinnatomby in his life time received such Monies and Jewels as hereinbefore mentioned but that they pretend that after the death of the said Chinnatomby they the Defendants duly accounted with your Orator and Oratrix in respect thereof and paid and delivered over the same to them and obtained a Release from them as and by way of a full discharge for the same the Contrary whereof Your Orator and Oratrix charge to be true and they charge that no such accounting payment or delivery ever in fact

Mr. Fr. Adlercr.

after his death and they charge that the Defendants in their Answer hereto ought to set forth when and where and upon what occasion and in whose presence such accounting and payment and delivery took place and the amount of such payment and how the same was or were made and the particular nature and description of such Jewels and all particulars concerning the same and as Evidence that the said Jewels were not delivered back to your Orator or Oratrix by the said Chinnatomby in his life time they charge that the several Joys and Jewels mentioned in the Schedule B hereunto annexed numbered respectively One, Five, Eight and Nine that is to say a Breast plate set with Rubies and Two Strings of Pearls of the Value of Two hundred Pagodas, Two pair of Cuscanem or Gold Hand Jewels of the value of Two hundred and Fifty Pagodas, one Pair of Bookoodu or Ear Jewels set with Pearls of the Value of One hundred Pagodas and one set of Soorcyapoo set with precious Stones of the Value of Three hundred Pagodas as upon the death of the said Chinnatomby came into the possession of the Defendants as his Executors and that after his death the said Defendants gave the same to one Wenyah Parvatee the Daughter of the said Chinnatomby in whose possession the same now are and so lately were. And your Orator and Oratrix further charge that the several Joys and Jewels specified in the said List or Schedule as Nos. 16, 18, and 32, that is to say one Thoray or

or Head Jewel, set with Diamonds and Pearls of the Value of Pagodas Two hundred, One Emerald Ring of the value of One hundred Pagodas and Two Tasharapee or Gold Coin of the value of Ten Pagodas as were presented by the said Chinnatomby in his Life time without the privity Consent or permission of your Orator and Oratrix or either of them to one Soondaram who was in the Service of the said Chinnatomby as his Mistress or Concubine. And they charge that the said Soondaram is still or was very lately in possession of the same And your Orator and Oratrix further charge and shew that they have lately discovered as the fact is that the article mentioned in the said list or Schedule No. 33. that is to say One Nathroo or Nose Jewel made with two large Pearls of the value of One thousand Pagodas was altered by the said Chinnatomby in his life time and the Pearls thereof were used as Ornaments for a pair of large Gold Ear rings which were usually worn by the said Chinnatomby and that upon his death the same came into the possession of the said Defendants his Executors and your Orator and Oratrix further charge that they have also lately discovered as the fact is that the Jewel No. 24 in the said List or Schedule mentioned that is to say One Mackaramy set with Precious Stones of the Value of Pagodas Six Thousand was sent by the said Chinnatomby in his life time without the Knowledge or Consent of your Orator and Oratrix or

that the large Glasses and the said Ivory Bureaus mentioned in the said List or Schedule and being Numbers Forty four and Forty five were in the possession of the said Chinnatomby at the time of his death and are now in the possession of the Defendants his Executors the same being used to decorate the House of the said Chinnatomby in which he used to reside and your Orator and Oratrix charge the same as Evidence that no such accounting and delivery as pretended by the said Defendants ever in fact took place and so the said Defendants will at other times admit but then they pretend That the Execution of the said Bond for Rupees Six Thousand and the said Instrument of Release as hereinbefore mentioned ought to estop and bar your Orator and Oratrix from requiring any such or any account from the said Defendant the Contrary whereof your Orator and Oratrix charge and they charge that the said Bond and Release were obtained by the said Defendants by fraud and without any valid Consideration and under the Circumstances hereinbefore mentioned and set forth and they charge that the Defendants in order to induce the Agent of your Orator and Oratrix to commit a fraud on his said Orator and Oratrix and to obtain the said Bond and Release paid or gave to such Agent or otherwise to some third Person in trust for him a large sum of Money and

and in particular they charge that the said Defendants made
and executed their Promissory Note in Writing bearing date the
Amendment
Mr. F. Exhibit
Exhibit ~~Twenty Ninth~~ Thirtieth of March One thousand Eight hundred and Thirty three
Amendment
Do Mr. F. Exhibit being the day ~~on which~~ after the said Memorandum of Compromise
Do Mr. F. Exhibit or bearing some other date which the Defendants ought to exhibit for it
Do Mr. F. Exhibit is dated in favour of a Writer employed in one of the offices
of this Honorable Court and who was also employed by the
Defendants to mediate with your Oratrix's Agent as
Do Mr. F. Exhibit or in favour of some other Person whom the Defendants ought to discover
Do Mr. F. Exhibit the terms of Compromise and that such note was for
the Payment of the Sum of Seven Hundred Rupees and that
Do Mr. F. Exhibit the ~~same as the said Writer~~ blank Indorsed ~~the said note~~ and delivered
Do Mr. F. Exhibit ~~the same~~ by your Oratrix's said Agent or to some one his
behalf the said Writer receiving therefrom a Sum of Rupees
One Hundred for his own purposes and your Orator and Oratrix
Do Mr. F. Exhibit charge that the said Note so Blank Indorsed as
Do Mr. F. Exhibit aforesaid was delivered to the said Agent ~~of your~~
your Oratrix's Agent demanded payment of the same from the said Defendants or ~~its~~
~~Oratrix and that he proceeded in respect thereof as~~
becoming due or shortly after and that the Defendants refused to pay the same alleging
~~Sum of Rupees Six Hundred or thereabouts beyond~~
that the said arrangement with your Orator and Oratrix as to account of which the said note
~~the said Sum of One Hundred Rupees paid to or~~
Do Mr. F. Exhibit was given had not been completed and the said Defendants gave a new note in lieu
thereof to the said Mr. Crumpton which the Defendants afterwards paid
~~retained as aforesaid~~ And your Orator and Oratrix
Do Mr. F. Exhibit further charge that ~~in addition to the said Note~~ the
said Defendants ~~paid to and~~ divided between the said Writer
and a Native who was employed as a Peon in the
office of your Oratrix's late Solicitor and the said

or Gratuities as a Reward or remuneration for fraudulently effecting the
said negociation and Compromise and your Orator and Oratrix charge
that except the Defendants meant and intended to practise a fraud on your
Orator and Oratrix they would not have had recourse to such a corrupt mode
of settlement And your Orator and Oratrix charge and humbly submit
Amendment
Mr. F. Exhibit
that the Circumstance of the Defendants requiring and obtaining from
your Orator and Oratrix the aforesaid Release is evident that your Orator
and Oratrix had a demand against the said Defendants as Executors of the
said Chinnatomby and they charge that unless they had some demand
against the said Defendants the said Release was not necessary and
the Defendants would not have gone to the Expence of having the
same prepared And your Orator and Oratrix charge and submit that
under the Circumstances aforesaid the said Bond for Rupees Six
thousand and the said Instrument of Release ought to be delivered up
to be cancelled and the said Defendants ought to be decreed to account
with your Oratrix and Orator for all Sum and Sums of Money Jewels
and Property received by the said Chinnatomby in his life time for
or on their or either of their account and to pay whatever balances
may appear to be due thereon and to deliver over all such Jewels and
other Property as may be found to have been in his hands belonging to
your Oratrix or to pay the value of the same in case such Jewels and
Property

Property ~~shall not be forthcoming your Orator and Oratrix being~~ ~~as may be found thence been in his hands belonging~~ to

M. J. ~~your Orator~~ ready and willing and hereby submitting to pay to the
obser. Defendants any balance which may be found to be due by them
on the taking of such account. All which actings doings
and Pretences on the part of the said Defendants are contrary
to Equity and good conscience and tend to the injury of your
Orator and Oratrix In consideration whereof and forasmuch
as your Orator and Oratrix have no remedy except in a Court
of Equity. To the end therefore that the said Defendants and
their Confederates when discovered may severally upon their oath
according to the best and utmost of their respective knowledge
remembrance information and belief full true perfect and
distinct Answer make to all and every the matters aforesaid
and that as fully as if the same were here repeated and they
particularly Interrogated thereto and more especially that they
may severally answer and set forth in manner aforesaid.
Whether for some Year previous to the Year One thousand Eight
hundred and fourteen and from thence to the time of his death
hereinafter mentioned the said Chinnatomby Mandelly was not
employed by your Oratrix as her Ghomastah or Agent in transacting
different business for her or how otherwise And Whether he

zeal and integrity or how otherwise. And Whether over such affairs
and business your Oratrix had not a Controul and did not exercise
a Controul and interest separately from and independantly of your
Orator or how otherwise. And Whether your Orator did not join
or occasionly Concur therein for the sake of Conformity only or how
otherwise And whether for the reasons hereinbefore mentioned or
for some and what other reason or in fact your Oratrix
did not at or about the time hereinbefore in that behalf
mentioned or at some and what other time request the said
Chinnatomby to receive the said Stipends on her behalf or
how otherwise. And Whether to enable him to do so your Oratrix
did not forward or deliver to the said Chinnatomby the usual and
Customary receipt of your Oratrix for the said Stipends or how
otherwise - And Whether he or some person or persons and whom
on his behalf did not accordingly receive the same at the
Office of Carnatic Stipends or at some and what other place
or Office and present the Amount thereof by your Oratrix as
hereinbefore mentioned or how otherwise - And Whether the
said Chinnatomby or some and what person or persons and whose
on his behalf did not Continue for some Months afterwards to
receive the said Stipend upon being furnished by your Oratrix with

such

such receipts as aforesaid and to forward the Amount thereof by your Oratrix or how otherwise And Whether to enable the said Chinnatomby to receive the said Stipend without referring to your Oratrix for the receipts of your Oratrix or for some and what other reason or purpose your Oratrix did not at or about the time hereinbefore in that behalf mentioned or at some and what other time deliver or cause to be delivered to the said Chinnatomby the seal which she was accustomed to set and affix to such documents or writings she executed or how otherwise. And Whether the seal of your Oratrix was not as aforesaid delivered to the said Chinnatomby only for the purpose of being affixed by him to the receipts for the Monthly payments of the said Stipends or to such documents as he should be directed to affix the same was not delivered in reliance upon the good Faith and Integrity of the said Chinnatomby that he would not make any improper use of the said Seal and upon his assurances as hereinbefore mentioned or how otherwise — And Whether soon and how soon after entrusting the said Seal to the said Chinnatomby as aforesaid your Oratrix was not advised and persuaded by the said Chinnatomby and did not determine to save and putby part of her said Stipend or how otherwise And Whether your Oratrix did not consent that he the said

Chinnatomby should only remit and pay to your Oratrix the Monthly Sum of Two hundred and Sixteen Rupees out of the said Stipend and that the remaining part thereof Amounting to the Monthly Sum of Two hundred Rupees should be retained and secured in the hands of the said Chinnatomby to accumulate at Interest for the benefit of your Oratrix or how otherwise. And Whether the said Chinnatomby by the hands or means of his Servants the said Arumayer and Sathiavan Sing or by and what other persons did not receive from time to time the full Amount of your Oratrix's said Monthly Stipend as hereinbefore mentioned or how otherwise. And that the said Defendants may in their Answers hereto set forth the names of all the Persons and Servants in the Employ of the said Chinnatomby during the period last enquired after who were entrusted by him with the receipt of Money or the Custody of Articles of value and may state what has become of such Persons and where they now are And Whether accordingly from that time the said Chinnatomby did not continue to pay into the hands of your Oratrix the said Sum of Two hundred and Sixteen Rupees out of the Stipend and to retain the remainder of the said Sum Amounting to the Monthly Sum of Rupees Two hundred as aforesaid for Your Oratrix until some time in the Year One thousand Eight hundred and Twenty Nine or how otherwise

And

And Whether during such last mentioned period such Sums of Money so retained by the said Chinnatomby did not amount to a very Considerable Sum of Money And Whether if the same had been employed to run at Interest according to the promise and assurance of the said Chinnatomby the same would not have Amounted to a Considerable or some and what Amount in particular and if not why not or how otherwise - And Whether your Oratrix did not become and was not entitled to receive from the Government of Fort Saint George a Sum or some and what Sum of Money due to her for the Arrears of her Share of Certain Compensation Money Ordered to be paid by the United East India Company by reason of the said Company in their Sovereign Capacity having seized and taken possession of Certain Villages Lands and Premises in which Your Oratrix was interested as a part owner or Coparcener or how otherwise - And Whether some and what Orders were not issued for payment of the said Compensation Money or how otherwise - And Whether the Sum of Madras Rupees Thirteen Thousand and Five hundred was not the proportion of your Oratrix therein or how much in particular did the same Amount to And Whether such last mentioned proportion or Sum of Money or some and what Sum of Money in particular was not

ordered to be paid to or on account of your Oratrix by Twenty four monthly Instalments or how otherwise - And Whether same or some and what part thereof was not under the Circumstances hereinbefore mentioned or under some other and what Circumstances and at what time received by the said Chinnatomby for or on behalf of your said Oratrix or how otherwise - And Whether the same was not to be received from the General Treasury of Fort Saint George or from what other place or Office on Certain days and times between the First of December in the Year of Christ One thousand eight hundred and thirteen and the first of December in the Year of Christ One thousand eight hundred and fifteen or at some and what other period in particular or how otherwise - And Whether the same was not retained in the hands and possession of the said Chinnatomby or how otherwise - And Whether the same was not to have been employed to bear Interest or was not to run at Interest to accumulate for the benefit of your Oratrix or what was to be done therewith or how otherwise - And Whether in the Year of Christ One thousand Eight hundred and Twenty One or at some and what other time Your Oratrix did not become and was not entitled to have and to receive from the said Government of Fort Saint

Saint George or from some and what other Authority or Persons large or some and what sum of Money as her share of the arrears of a certain Stipend which was due to her late Mother Zibbon Nissa Begum otherwise called Chabeh Peyson Nissa Begum deceased as hereinbefore mentioned or how otherwise. And Whether or such last mentioned Account the said Chinnatomby as the Agent of your Oratrix and under her Authority and on her behalf and for her benefit or in fact did not some time in the Month of May in the Year One thousand Eight hundred and twenty One or at some other time and when by himself or his Agent or Servant and when receive from the said Treasury of Fort Saint George or from some and what Public Office place or Authority a further Sum of Rupees Six Thousand or some and what other Sum of Money or how otherwise And Whether he did not likewise retain the same in his Hands or how otherwise - And Whether the same ought not to have been employed to run at Interest and to accumulate for the benefit of your said Oratrix or how otherwise. And Whether in the said Month of May in the Year One thousand Eight hundred and Twenty One or at some other time and when Your Oratrix did not also deposit with the said Chinnatomby

Hundred and Sixty Five or some and what Sums of Money in particular or how otherwise. And Whether the same was not to be employed or to run at Interest and to accumulate for her benefit or how otherwise - And Whether in the said Year One thousand Eight hundred and twenty Nine or when else Your Oratrix for the reasons hereinbefore in that behalf stated or for some and what other reason or in fact did not apply to the said Chinnatomby for the said Seals or how otherwise. And Whether he did not deliver the same to your Oratrix or how otherwise. And Whether your Oratrix or any Person and what on her behalf so is ~~stated~~ received any thing and how much in particular from the said Chinnatomby on account of such accumulations either for Principal or Interest or how otherwise - And if yea then that the Defendants may set forth the particulars thereof and state when where and in whose presence and on what occasions the same was so received and the exact Amount thereof and all particulars regarding the same. And Whether there was not due to your Oratrix from the said Chinnatomby at the time of his death as herein mentioned or to your Orator and Oratrix a considerable Sum of Money in respect of such accumulations and also on account of Arrears of Pension due to your Oratrix

1836 June

on

Saint George or from some and what other other Authority or Persons a large or some and what sum of Money as her share of the Arrears of a Certain Stipend which was due to her late Mother Zibbon alias Begum otherwise called Chabok Peyson Bibja Begum deceased as hereinbefore mentioned or how otherwise. And Whether or such last mentioned Account the said Chinnatomby as the Agent of your Oratrix and under her Authority and on her behalf and for her benefit or in fact did not some time in the Month of May in the Year One thousand Eight hundred and twenty One or at some other time and when by himself or his Agent or Servant and whom receive from the said Treasury of Fort Saint George or from some and what Public Office place or Authority a further Sum of Rupees Six Thousand or some and what other Sum of Money or how otherwise And Whether he did not likewise retain the same in his Hands or how otherwise - And Whether the same ought not to have been employed to run at Interest and to accumulate for the benefit of your said Oratrix or how otherwise. And Whether in the said Month of May in the Year One thousand Eight hundred and Twenty One or at some other time and when Your Oratrix did not also deposit with the said Chinnatomby

Hundred and Sixty Five or some and what Sum of Money in particular or how otherwise. And Whether the same was not to be employed or to run at Interest and to accumulate for her benefit or how otherwise - And Whether in the said Year One thousand Eight hundred and twenty Nine or when else Your Oratrix for the reasons hereinbefore in that behalf stated or for some and what other reason or in fact did not apply to the said Chinnatomby for the said Seal or how otherwise. And Whether he did not deliver the same to your Oratrix or how otherwise. And Whether your Oratrix or any Person and what on her behalf did or ~~state~~ receive any thing and how much in particular from the said Chinnatomby on account of such accumulations either for Principal or Interest or how otherwise. And if yea then that the Defendants may set forth the particulars thereof and state when where and in whose presence and on what occasions the same was so received and the exact Amount thereof and all particulars regarding the same. And Whether there was not due to your Oratrix from the said Chinnatomby at the time of his death as herein mentioned or to your Orator and Oratrix a considerable Sum of Money in respect of such accumulations and also on account of Arrears of Pension due to your Oratrix on

13th June 1836

on her own account and on account of Your Oratrixs Mother Reeza Nissa Begum deceased or how otherwise. And Whether the said Chinnatomby did not receive the said arrears or some and what sum of Money in respect thereof while he had the said Seals in his possession or how otherwise. And Whether the same was not received by him under the authority of Your Oratrix from the Carnatic Stipend Office or from some and what other Office. And Whether the said Chinnatomby did not retain the same or some and how much and what part thereof in his hands to run at Interest and to accumulate for Your Oratrixs benefit or how otherwise. And Whether the Principal thereof did not Amount to the Sum hereinbefore in that behalf mentioned or to some other and what Amount in particular or how otherwise. And Whether some time in the Year One thousand Eight hundred and Twenty four or at some other time and when in particular the said Chinnatomby for the reason hereinbefore in that behalf mentioned or for some and what other reason or in fact did not apply to your Oratrix to lend him three large Looking Glasses and two Ivory Bureaus which belonged to your Oratrix in order that he might decorate his House therewith or how otherwise. And Whether Your Oratrix did not lend him the same or how otherwise. And Whether the said Chinnatomby did or did when returned to your said Oratrix either of the said Looking Glasses or Bureaus and if

not why not or how otherwise. And Whether on the Contrary thereof he did not retain the same in his possession until his death or how otherwise. And Whether the same did not come into and are not now in the possession of his Executors the said Defendants and if not what have become of the same. And Whether such last mentioned Looking Glasses and Bureaus at the time of such aforesaid loan and delivery to the said Chinnatomby were not of the value hereinbefore mentioned or of some other and what value and do the Defendants estimate the same. And Whether Your Oratrix or Your Orator and Oratrix had not also at the time of his death a claim against the said Chinnatomby in respect of Certain Jewels of Considerable value delivered by your Oratrix to the said Chinnatomby for safe Custody as hereinbefore mentioned or how otherwise. And Whether the said Chinnatomby did not depart this Life at the time hereinbefore in that behalf mentioned having made and published his last Will and Testament in Writing and thereof appointed the Defendants his Executors or how otherwise. And Whether the said Defendants have not proved the same in this Honorable Court or how otherwise. And Whether shortly after the death of the said Chinnatomby the said Executors pillaged and did not pay a

Visit

Visit Your Oratrix or how otherwise. And Whether on that or on some other and what other Occasion and when in particular in reply to the questions of your Oratrix he did not assure Her that the said Jewels belonging to your Oratrix were safe in one of the Rooms of the House of the said Chinnatomby He himself the said Vencatasy Pillay having seen them there or how otherwise. Or Whether he did not give her some and what assurance regarding the same or how otherwise. And Whether with respect to your Orator and Oratrix's Claims upon the Estate of the said Chinnatomby he did not assure Your Oratrix that they should be adjusted and settled within three Months from that time or how otherwise. And Whether after the Expiration of the said Three Months Your Oratrix did not call for the said Vencatasy Pillay and question him again upon the Subject of the Claims of your Orator and Oratrix and upon the non performance of his promise of settling the same or how otherwise. And Whether the said Vencatasy Pillay did not propose to give Your Oratrix a Sum of Twenty thousand Rupees in full satisfaction of all the Claims of your Orator and Oratrix upon the Estate of the said Chinnatomby upon Your Oratrix giving him the said last named Defendants General Release for the same or how otherwise. or what proposal he

made. And Whether Your Oratrix did not positively refuse so to do or how otherwise. And Whether your Orator and Oratrix up the time last Hereinbefore mentioned did not make or cause to be made without any effect several applications to the said Defendants to come to some settlement with respect to your Oratrix's Claim upon the Estate of the said Chinnatomby deceased or how otherwise. And Whether Your Oratrix did not instruct Mr James Shoy Baillie an Attorney of this Honorable Court to apply to them on the subject or how otherwise. And Whether at the time Hereinbefore in that behalf mentioned the said James Shoy Baillie did not write a letter to the said Defendants to the purport and effect Hereinbefore stated or to some and what other purport and effect was the same. And Whether in reply to the said last mentioned letter the said James Shoy Baillie did not receive from the late Mr Charles Philip Gordon deceased who was then an Attorney of this Honorable Court a letter bearing such date and to such purport and effect as Hereinbefore in that behalf stated or of what other date purport and effect was the same. And Whether on the same day or when else Your Orator and Oratrix did not receive from the said Charles Philip Gordon a Letter bearing

bearing such date and to the purport and effect hereinbefore in that behalf set forth or what date purport and effect is the same And Whether until the receipt of the last mentioned Letter your Orator and Oratrix were not Ignorant of the existence of the pretended Bond mentioned in the said Letter or how otherwise - And Whether such pretended Bond does not purport to be a Bond bearing date the Tenth day of October One thousand Eight Hundred and Eighteen from your Orator and Oratrix to one Anna Sawmy Mooselly in the penal Sum of Twenty Thousand Rupees for securing the sum of Ten thousand Rupees payable in Six Months together with Interest for the same at the rate of Twelve per Cent per Annum or how otherwise - And Whether the said Bond does not purport to have affixed to it the Seal of your Oratrix and to be subscribed with the respective Names and Signatures of your Orator and Oratrix in their respective hands writing and to be attested by one M. Appasawmy and by him done or how otherwise - And Whether on the back of the said Bond is not written an Indorsement purporting to bear date on the Fifteenth day of February One thousand Eight Hundred and Thirty Two and to be Signed with the name

Said Anna Sawmy Mooselly or how otherwise - And Whether such Indorsement does not purport to be an Assignment from the said Anna Sawmy of the said Chinnatamby in his life time for the consideration of Five Pagodas of the said Bond or Paper purporting to be a Bond of the Tenth day of October One thousand Eight Hundred and Eighteen or how otherwise - And Whether your Orator and Oratrix or either and which of them ever at any time and when borrowed from the said Muley Anna Sawmy Mooselly any Sum of Money whatsoever and if Yea what was the particular Amount of the same And Whether in fact the said Anna Sawmy was not in poor Circumstances and Whether he ever had the means of lending so large a sum as Ten thousand Rupees or any Considerable Sum of Money whatever and if Yea how did he acquire the same And Whether they or either and which of them ever at any time and when and on what particular occasion had with him either by themselves or through the medium of the said Chinnatamby or any other person any and what pecuniary or other and what transactions whatsoever or how otherwise - And Whether they or either and which of them ever at any time and where and on what occasion and in whose presence gave it to the said Muley Anna Sawmy Mooselly any Bond or Obligature for Money or how otherwise - And Whether they ever amongst the

the said Chinnatomby during the time that Your Orator and Oratrix's said Seals were in his possession as aforesaid or at any other time and when in particular to affix them or either of them to any Bond or Obligation for Money either to the said Mylay Anna Saumy Maadelly or any other person and if so then that the said Defendants may set forth the particular occasion or occasions and how such directions were given and all particulars Concerning the same And Whether Your Orator and Oratrix did not immediately on the receipt of the said Mr. Charles Philip Gordon's last mentioned Letter of the Seventh of January inform the said Defendants that the said pretended Bond was not a Genuine Instrument and that the same ought not to be set up against or in fraud of the just claims of your Oratrix in the Estate of the said Chinnatomby or how otherwise — And Whether your Orator and Oratrix did not also call upon and require the said Defendants to come to a true account with them for Monies received by the said Chinnatomby in his Life time on account of your said Oratrix and to pay over the balance in respect of the same as well for Principal as for all arrears of Interest accrued due thereon and likewise to hand over to your Orator and Oratrix the said Joys Jewels and Ornaments which your said Oratrix had as aforesaid entrusted to the said Chinnatomby for safe Custody and to return the said Looking Glasses and Ivory Bureaus which she had lent to the said Chinnatomby under the Circumstances aforesaid or how otherwise And Whether an account of the said Monies and the particulars and Value of the said Joys Jewels and Ornaments Looking Glasses and Bureaus are not set forth in the Schedule hereto annexed marked A and B And Whether the same are not true and correct accounts or in what particulars are the same incorrect And Whether instead of complying with such just and reasonable requests as in justice and Equity they are bound to have done the said Defendants did not fraudulently and in order to frighten and Intimidate Your Oratrix into an unfair Settlement according to the Defendants own terms cause an action at Law to be commenced in the Plea Side of this Honorable Court in the name of the said Mylay Anna Saumy Mooradhar against Your Oratrix and Orator upon the said pretended Bond hereinbefore mentioned or how otherwise And Whether on the Fifteenth day of the said Month of January a Plaint in debt was not filed against Your Oratrix and Orator at the suit of the said Mylay Anna Saumy Maadelly upon the said forged and fabricated Bond of the Tenth of October One thousand Eight hundred and Eighteen or how otherwise —

Amended Sept. 6. 1827

And

And Whether in order to defend the said last mentioned Action Your Oratrix was not prevailed upon to employ as her Agent a Native who was formerly employed in the Office of one of the Solicitors of this Honorable Court or how otherwise - And Whether Your Orator and Oratrix did not take defence to the said Action and pleaded the General issue non est factum to the said Plaint or how otherwise - And Whether the said Action was not entered for Trial on the Third day of last past or how otherwise. And Whether Your Orator and Oratrix in or the advise of Counsel did not take out their Bill of Complaint on the Equity Side of this Honorable Court against the said Defendants Reeta and against the said Malay Aaa a Savery Maa e Mar the Obligee named in the said pretended Bond for an Injunction to restrain the proceedings in the said Action or how otherwise. And Whereas an Application having been made on the part of your Orator and Oratrix to this Honorable Court for an Injunction to restrain further proceedings in the said Action and such motion having been opposed by the Defendants upon Affidavit the same was not refused with Costs or how otherwise - And Whether such Costs were not afterwards borne by the Defendants or how otherwise And Whether the Deponents in the Affidavit on the part of the Defendants in opposition to the said Application for an Injunction did not therein so far incorrectly or how otherwise - And Whether in consequence

thereof Your Orator and Oratrix did not cause certain proceedings to be commenced against them or against some or one and which of them for Perjury committed in the said last mentioned Affidavit or how otherwise - And Whether the Defendants were not alarmed at such proceedings and did not know believe or suspect the falsehood of the allegations contained in the said Affidavit or how otherwise. And Whether they were not apprehensive that upon the Trial of an Indictment for Perjury contained therein a Conviction would follow or how otherwise. And Whether the said Defendants were not anxious to avoid such a Prosecution and to escape an exposure of their unjust and fraudulent proceedings or how otherwise. And Whether with such last mentioned object and in order to accomplish the same or with some and what other view the said Defendants did not bribe and corrupt the Native Agent who had been employed by and had acted for Your Oratrix in the said Business or how otherwise - And Whether in Consideration of certain remuneration paid or promised to him by or on the behalf and with the privity and Concurrence of the Defendants or one and which of them they the Defendants did not seduce and bring over such Agent to their own Interest or how otherwise. And Whether the said Defendants thro the Instrumentality of your Oratrixes said Agent whom the Defendants had bribed and corrupted for that purpose did not prevail upon

Your

your Oratrix to enter into an arrangement for the Compromise of the aforesaid matters or how otherwise. And whether as the basis of the same they did not propose that Your Oratrix and Orator as matter of form only or for some and what other reason should consent to grant to the Defendants a New Bond for Rupees Five thousand and agree to pay down a sum of Rupees Four thousand such two sums Amounting together to Ten thousand Rupees that is to say a sum equal to the principal amount of the said pretended Bond of the Tenth of October one thousand Eight Hundred and Eighteen upon which the said action at Law was brought in the name of the said Chitty Chunnasawmy Mooreelly against Your said Orator and Oratrix or how otherwise. And Whether it was not also a part of such proposed arrangement that in Consideration thereof the said Defendants would give up the said pretended Bond for the Principal Sum of Ten thousand Rupees would discontinue their aforesaid proceedings and would not only pay all their own Costs of the same but would pay a Sum of One thousand five Hundred Rupees towards satisfaction of the Costs incurred on the part of your Orator and Oratrix as well for defending the said action as for the proceedings on the Equity Side of this Honorable Court or what was the particular nature of the said Defendants proposal or how otherwise. And Whether the Defendants thro' the means

said Agent whom they has bribed and Corrupted for the purpose did not assure your Oratrix that although a new Bond were executed by Your Orator and Oratrix to the Defendants for the Sum of Rupees Ten Thousand and an undertaking given for payment of the Sum of Four thousand Rupees in Cash the same would be required only as matter of form and would be returned to your Orcetrix when called for and no payment would be required on account of the same or either of them or how otherwise or what was the particular assurance given by your Oratrix. And Whether the said Defendants through the means aforesaid did not promise that they would prepare and render to your Oratrix a true and correct Account of all Monies received by the said Chinnatamby in his life time or on his behalf. and which were unaccounted for as before mentioned and likewise an account of the Jewels in possession of the said Chinnatamby on account of your said Oratrix as aforesaid or how otherwise. And Whether they did not also promise that they would pay such balance and deliver over such Jewels to your Oratrix as soon as an accurate account and list of the same was prepared or how otherwise. And Whether so much of the said Arrangement as is last mentioned was not to be a private and secret understanding between Your Orator and Oratrix and the said Defendants or how otherwise And Whether it was not stipulated that the same

same was not to be reduced to writing or how otherwise - And Whether your Orator and Oratrix believing in the assurances of their said Agent who as aforesaid had been fraudulently bribed and Corrupted by the Defendants did not become parties to a certain Memorandum in writing purporting to contain the terms of the proposed Compromise save only parts as were to remain in Secret as aforesaid or how otherwise - And whether the said last mentioned Memorandum in writing is not to the effect hereinbefore in that behalf set forth or to what effect is the same - And whether any and what Sum of Money whatever was paid by or on account of your Orator and Oratrix or either of them on the last mentioned occasion or how otherwise - And Whether the said Defendants in part performance of the said Secret understanding or how otherwise did not make and execute a receipt in writing for the Sum of Rupees Four thousand and deliver the same in trust for your Orator and Oratrix as hereinbefore mentioned or how otherwise - And whether such receipt is not to the Effect hereinbefore in that behalf mentioned or to what Effect is the same - And whether the same is not now in possession of your Orator or Oratrix or what has become of the same - And Whether your

Orator and Oratrix believing in the Integrity of their said Agent and the assurances of the said Defendants and being Ignorant that their said Agent had been bribed and Corrupted by the Defendants or in fact did not afterwards make and execute a Bond or Obligation in writing bearing such date for such Amount and payable as hereinbefore mentioned or how otherwise - And Whether having received the original of the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen and also the said Defendants receipt for Rupees Four thousand as before mentioned your Orator and Oratrix did not also execute a certain release in the English Language as hereinbefore mentioned or how otherwise - And Whether such last mentioned Deed of Release is not to the purport and effect hereinbefore set forth or to what purport and effect is the same - And whether such last mentioned Release is or not now or was not lately in the possession or power of the said Defendants or one and which of them - And whether it is not provided by the said Instrument of Release that the parties thereto had mutually agreed to make and execute to each other a General Release in manner and to the effect therein Contained or how otherwise - And whether the said Defendants or any of them at any time and when executed to or Whether your Orator and

and Oratrix ever at any time and when received any such general Release or other Release from the said Defendants and if not why not or how otherwise. And whether the said Instrument of Release so executed by your Orator and Oratrix were the Circumstances aforesaid was not prepared by the Solicitor of the said Defendants or by whom in particular was the same prepared and whether it is not therein untruly stated that the said Suit at Law therein mentioned had been discontinued and the said Suit in Equity had been dismissed without Costs or how otherwise. And Whether in truth and in fact the Costs of the same including the Costs of the said Attorney of appearing to and defending the said Equity Suit of your Orator and Oratrix and Amounting to some and what Sum in particular were not paid by the said Defendants or by some one in their behalf or by whom else or how otherwise And Whether notwithstanding the assurances of the Defendants Conveyed Either thro' the means of the said Native Agent whom the Defendants did as aforesaid bribe and Corrupted the said Defendants have ever delivered to your Oratrix any Account of the Monies received by the said Chinnatomby or his behalf in his life time and which ought to

have accumulated in his hands for her benefit or how otherwise, And Whether they have ever and when rendered any List or account of the said Toys Jewels or Ornaments which as aforesaid Your Oratrix had deposited with him for safe Custody or how otherwise, And Whether the Defendants have ever paid to or on account of Your Oratrix any and what Sum of Money or delivered any and what Jewels or other and what property in respect of the same and if not why not or how otherwise, And whether the said Defendants have not altogether neglected to deliver up to your Orator and Oratrix the said Bond for Six Thousand Rupees which they executed under the Circumstances aforesaid and in the belief that the same was mere matter of form and would never be enforced against them or how otherwise, And Whether the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen is not a Forgery, And Whether the body thereof or so much of the same as is in writing ~~and not printed is not in the hand writing of the said Chinnatomby~~ or of whom the hand writing of the said Chinnatomby or of whom else And Whether the names and Signatures of the parties purporting to be the executing parties to the same are not also forged and fabricated Signatures or how otherwise, And Whether the Signature of the person purporting

purporting to be the attesting witnesses to the execution thereof is not likewise a Forgery, or how otherwise, And Whether the Defendants instead of delivering up the said Bond for Six Thousand Rupees as they had promised to do have not lately brought an Action thereon on the Plea side of this Honorable Court against Your Orator and Oratrix or how otherwise, And Whether Your Orator and Oratrix have not appeared thereto and pleaded or how otherwise And Whether the Defendants are not in a Situation to go to Trial in the said Action or how otherwise. And Whether Your Orator and Oratrix have not lately discovered that in the aforesaid negociation and Compromise the Defendants have committed gross frauds on them or how otherwise. And Whether the said Defendants have not given or did not promise to give to or on account of the Agent of your Orator and Oratrix or of one and which of them a sum of Rupees Seven Hundred or some other and what sum of Money in order to corrupt him and to prevail on your Orator and Oratrix to agree to the fraudulent Arrangement of the Defendants or with what view and object was the same given or promised to or on account of such Agent or how otherwise. And Whether upon making such discovery last mentioned your Orator and Oratrix

Amendment M: 3 D: Rest.

Amendment M: 4 D: Rest.

have not made or caused to be made such application as hereinbefore mentioned or some and what application to the said Defendants or how otherwise. And Whether the said Bond for the said principal Sum of Rupees Six thousand in favor of the Defendants payable by Monthly Instalments of One Hundred Rupees and Interest is a good valid or subsisting Bond or how otherwise, And Whether your Orator and Oratrix or either of them ever received any valuable or sufficient Consideration or any and what Consideration for the same or how otherwise. And Whether the same was not Obtained from your Orator and Oratrix fraudulently and under the Circumstances hereinbefore in that behalf set forth or how otherwise, And Whether the delivery up of the said pretended Bond for the principal Sum of Ten thousand Rupees and Interest at Twelve per Cent per Annum dated the Tenth of October One thousand Eight Hundred and Eighteen as hereinbefore mentioned and the declaration of the Arrears of Interest alledged to be due thereon and the delivery of the said Receipt of the Defendants for Rupees Four thousand without any Payment of your Orator and Oratrix as herein before mentioned and the payment by the Defendants of your Orator and Oratrix Costs are a sufficient Consideration in Law to support the said

said Bond for Six thousand Rupees or how otherwise, And Whether the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen was ever in fact executed by Your Orator and Oratrix or either of them or how otherwise, and Whether the Signatures affixed thereto purporting to be the Signatures of your Oratrix and Orator are not forged and fabricated Signatures and by whom are the same written or how otherwise, and Whether Your Oratrix is not able to write or Sign her name or how otherwise, and Whether to all Documents requiring to be authenticated by her she does not affix her Seal only or how otherwise, and Whether to the Bond for Six thousand Rupees the Instrument of Release hereinbefore mentioned and set forth and the said Memorandum of Compromise hereinbefore mentioned and referred to and all other Instruments executed by Your Oratrix she has not merely affixed her seal, and in case the Defendants shall pretend that Your Oratrixes genuine Signature is affixed to the said forged and fabricated Bond then that they may set forth whether in fact Your Oratrix can or can not write her name or how otherwise, and what occasion there is or has occurred for a name or Signature to any other Paper

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where in whose presence on what occasions and all particulars concerning the same, and Whether it is not very unusual for Mahomedan Females of Your Oratrixes Rank and station in Life to be able to write or Sign their names or how otherwise and that the said Defendants in their Answer hereto may set forth and discover every particular connected with the making and executing of the said pretended Instrument or Obligation bearing date the Tenth of October One thousand Eight hundred and Eighteen, and where the same was prepared when and by whom and by whose Instructions and in whose presence and when the same was Signed and where and in whose presence and how such persons came to be present and what became of such Persons whether they are now living or dead and if living what are their occupations in life respectively and what were their occupations and in whose Service were such persons at the time when such pretended Instrument or Obligation was or is alleged to have been executed or how otherwise, and that said Defendants may set forth and declare whether the said pretended Instrument or Obligation was prepared by any Person and by whom by whose employed by

by or on the behalf of your Orator and Oratrix or either and which of them or by or on behalf of the said Chrimatomby in his life time or by the said Chrimatomby or any Monelly or by what Person in particular and Whether your Orator and Oratrix or either and which of them did ever really execute or sign the same and when or about what time and where they he or she signed and executed the same and whether they were not or whether one and which of them was not grossly or in some and what manner imposed upon in relation thereto and that the said Defendants may also set forth the names and places of abode of all and every the persons who were then present and Whether they or any and which of them at any and what other time set and subscribed their or his names or name as Witness thereto in their or either and which of their presence and may also set forth the place of abode of such Witness or Witness thereto and by whom such Writing was prepared and drawn and particularly whether or not by the said Chrimatomby or by his Orders and directions or procurement or by some and what Person or Persons employed by him and where the persons line who prepared such Writing and whether your Orator and Oratrix or either and which of them ever and when and

on what occasion and in what manner and Whether in writing or how otherwise and where gave any and what directions or Instructions and to whom for preparing the same or declare any intention of making such writing and how they or either and which of them at such time expressed themselves himself and herself relating thereto and in what particular language and that the said Defendants may set forth the names and places of abode of all persons who were present at the time or times of giving such directions or instructions or making such declaration or declarations and if the same were or was given in writing then that they may set forth whether the same are or are not now or at any and what time or times and when last were or was in the Custody or power of the said Defendants or one and which of them or what is become thereof and of whose handwriting the same are or is and may set forth the same in the very Words and figures thereof or at least as fully and particularly as they are by any means able and may also set forth the particulars of such direction or directions which were not in Writing, as fully and as near thereto as they or either of them are or is by any means able and all and every the reasons why the same were not given in writing and Whether such Instrument or pretended Bond or Obligation

was

was wholly agreeable to such Instructions or did not in some and what manner differ or vary therefrom and for what reasons and whether any Draft or Copy of the said Instrument or pretended Bond or Obligation was delivered by your Orator and Oratrix or to either and which of them or any and what person or their his or her behalf at any time and how long before the execution or signing thereof or why not and whether the said fabricated Instrument or pretended Bond was read over by them or by either and which of them or by any and what person or Persons on their behalf and whether or not truly in their or either and which of their hearing any or how long time before or at the time of executing or signing the same and in what particular Language was the same read over or explained to them and what has become of the person who so read or explained the said Bond to Your Orator and Oratrix or either of them and what is his Situation or occupation in Life and where is he now to be found and how came he to be present on such occasion and whether any and what information and representation was then or at any and what time before given or made to them and where and by whom in whose presence with respect to the nature and Contents and effect of such Bond or Instrument is

every the particulars of such Information and representation And whether each and every or any and what particulars thereof was or were wholly or in any and what respect true or false and all and every the reasons why such false Information or representation was given or made and whether at the time of signing the said fabricated Instrument or pretended Bond they by any and what means knew or understood the operation nature or purport thereof or whether they did not then understand or apprehend the same to be of some and what purport or effect different from what the same really was and whether Your Orator and Oratrix would have signed or executed the same if they had known or been in any manner apprised of the real purport tenor and Contents thereof and that the said Defendants may set forth whether at the time of the pretended Execution of the said fabricated Bond or pretended Instrument the said Claimants or the said Duncan Kennedy Alexander or any other person and whom did then pay all or any and what part of the Money therein mentioned or any and what other Sum of Money was or for the Consideration for their Executing or Signing the same - and Whether Your Orator and Oratrix or either and which of them did really and bonafide receive any and what other Consideration for the same and that the

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the said Defendants may set forth the real particulars of such Consideration (if any such there was) and of what the same and every part thereof Consisted and how and in what manner and when and where the same and every or any part thereof was paid given or received And Whether the said Chinnatomby in his life time or the said Annasawmy in whose favor the said pretended Bond purports to be made would have look to your Orator and Oratrix or to either of them so large a sum of Money as Ten thousand Rupees or any Considerable sum of Money whatever upon a Simple Bond in the English Language similar to the pretended Bond of the 7th of October One thousand Eight hundred and Eighteen or how otherwise. And Whether he would not have required Title Deeds or property to be assigned to or deposited with him by way of Mortgage to secure the due payment of the same or how otherwise. And Whether the said pretended Bond does not bear date as hereinbefore mentioned and is not payable within Six Months from the date thereof with Interest at Twelve per Cent per Annum or how otherwise. And Whether any Interest thereon was ever and when paid by or demanded from your Orator and Oratrix or either of them in the life time

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and if not why not or how otherwise And Whether at the time hereinbefore in that behalf mentioned or at some other and what time in particular the Interest due on the said pretended Bond did not Amount to a Sum equal to the principal thereof or how otherwise. And Whether According to English Law the principal of such pretended Bond did not thereupon Cease to bear Interest or how otherwise And Whether the said Chinnatomby was not well aware thereof or how otherwise. And whether if the said pretended Bond had been a valid and genuine Bond the said Chinnatomby would have allowed so large a Sum as Twenty Thousand Rupees to remain in his hands unemployed and unproductive of Interest or how otherwise, And whether the said Chinnatomby would not either have insisted on payment of the Interest due on the said pretended Bond or would not have demanded payment of the principal and Interest thereof or would not have required a new Security for the aggregate Amount of the principal and Interest due on the said pretended Bond such new Security also to bear Interest and if not why not or how otherwise And whether the said Chinnatomby in his life time or the said Annasawmy ever did

or

or did either of them or did any one on their or either of their behalf ever and when demanded call upon or require payment of the said principal Money or any part thereof or of the said Interest or any part thereof on the delivery of any new Security for the same or any part thereof from Your Orator and Oratrix or from either of them and if not why not or how otherwise. And whether any demand in respect of the said pretended Bond was ever and when and by whom and where made in the Life time of the said Chinnatomby or until the aforesaid Letter of the said Mr. Charles Philip Gordon hereinbefore mentioned and set forth bearing date the Seventh of January One thousand Eight hundred and Thirty three or how otherwise. And whether the Neglect and omission to make such demand and the Circumstances herein set forth do not clearly evidence as the Truth is that the said pretended Bond is a forged and fraudulent Instrument and of no validity in the Law or how otherwise. And whether besides the occasions herein set forth Your Oratrix some time in or about the Year One thousand Eight hundred and Ten did not deliver to the said Chinnatomby as her Agent and Chomastah a Sum of Rupees Fourteen thousand

House thereon as a Residence for Your Oratrix or how otherwise. And whether the said Chinnatomby with such Money or some part thereof did not Purchase some Ground situate at or near Royapettah and thereon erect a House for Your Oratrix in which she usually resides or how otherwise. And whether such last mentioned purchase and obtaining a Title to the said Premises as not left entirely to the Management of the said Chinnatomby or how otherwise. And whether the Title Deeds of the said last mentioned Premises were not allowed to remain in the Charge of the said Chinnatomby until the Month of February One thousand Eight hundred and Thirty two or how otherwise. And whether at or about such last mentioned period upon making enquiries regarding the said Title Deeds your Oratrix did not discover that instead of the same being in the name and favor of your Oratrix the said Chinnatomby had fraudulently Contrived to have them prepared in favor of his Brother in Law Mr. Appasawmy Mooselliar deceased whose pretended name appears Subscribed as a Witness to the pretended Execution by Your Orator and Oratrix of the said pretended Bond in favor of the said Appasawmy Mooselliar or how otherwise. And whether Your Orator and Oratrix upon being so informed

did not insist on the said Chinnatomby having the said House and Premises and the Title deeds thereof transferred into the Name and favor of your Oratrix or how otherwise. And whether the said Defendents did not afterwards by directions of the said Chinnatomby whose affairs they assisted to conduct during the Life time of the said Chinnatomby Comply therewith and procure the said Title Deeds to be transferred and assigned over and delivered to your said Oratrix or how otherwise. And whether if the said Chinnatomby had then had any valid demand against your Orator and Oatrix or either of them in respect of the said pretended Bond of the Tenth of October One thousand Eight Hundred and Eighteen the said Chinnatomby would not have retained the said Title Deeds in his possession as a Security for the due payment of the same and if not why not or how otherwise. And whether the pretended Execution of the said pretended Bond bearing date the Tenth of October One thousand Eight hundred and Eighteen is not attested or pretended to be attested by only One Person or how otherwise. And whether such attestation does not purport to be the Signature of the said A. Appadaumy Mooddelliar the Brother in-law of the said Chinnatomby or

how otherwise. And whether the said Appadaumy did not die in the Months of July in the Year of Christ One thousand Eight hundred and twenty four or when else. And whether such last mentioned Signature is a genuine Signature and by whom and when was the same written. And whether the same has not been written at different times or how otherwise. And whether some part of such Signature is not written with Ink of different Colour from the other part of the same or how otherwise. And whether the said Chinnatomby was not for many years employed as a Law Dubash by several Professional Gentlemen practising in this Honorable Court as well Barristers as Attorneys or how otherwise. And whether he was not well acquainted with the English Law and rules of Evidence and did not well know that in proving the Execution of a Bond having subscribed to it as attesting Witnesses the Names or Signatures of Persons who were dead it would be sufficient to prove the death of such persons and their hand writing or how otherwise. And whether therefore or for some and what other reasons the said Chinnatomby did not procure to be written at the attestation of the said pretended Bond the Signature or pretended Signature of a dead Person or how otherwise. And whether the same was not so affixed to prevent a discovery of

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said pretended Defendants or one of which [illegible] present at the time thereof

February one thousand Eight hundred and Thirty Two And Whether if the said pretended Bond had been a genuine and Valid Bond the said Defendants would not have insisted on receiving the full Amount of Principal and Interest due thereon and if not why not or how otherwise And Whether the Interest thereof did not Amount to a very large Sum of Money and to how much in particular And Whether the Circumstances of the Defendants delivering up the said pretended Bond and giving to them a receipt for Four thousand Rupees without receiving any Money on account of the same and the payment by the Defendants of the Costs incurred by themselves and by your Orator and Oratrix the whole Amounting to a Sum of nearly Twenty Thousand Rupees and the payment of the Monies hereinbefore mentioned an order to corrupt the Servants and Agents of Your Oratrix and not of themselves evidence that the said pretended Bond was not a Genuine Bond and that the said Defendants had not any good or bona fide claim against your Orator and Oratrix in respect thereof or how otherwise And Whether the said Defendants ever and when received from your Orator and Oratrix in Money or otherwise and how the said Sum of Four Thousand Rupees for which the said receipt was given by them or how otherwise And Whether any Claim of Money whatever

of the Circumstances which took place on the pretended Execution of the same or how otherwise And Whether the Memorandum or Assignment from the said M. Ananasawmy Moodelliar to the said Chinnatomby bearing date in February One thousand Eight hundred and Thirty two in the Life time of the said Chinnatomby Indorsed on the said pretended Bond was not made or executed after his death and when in particular And Whether there is not an Attestation to the said Assignment indorsed on the said pretended Bond for the names or Signatures of Witnesses to the due Execution of the same by the said Ananasawmy or how otherwise And Whether any Witnesses Name is attached thereto and if not why not or how otherwise And Whether the same was not purposely omitted by the Defendants in order to avoid a discovery as to the time and Circumstances of Executing the same or how otherwise and that the said Defendants in their Answer hereto may set forth when and by whom and under what Circumstances such Memorandum was written or indorsed on the said pretended Bond and when where and in whose presence the same was signed by the said Ananasawmy and all particulars concerning the same And why the said Memorandum or Assignment bears date in February

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whatever was ever at any time and when paid by or on account of your Orator and Oratrix or either of them to the Defendants or to any person on their behalf or on account thereof and if the Defendants shall pretend that any such Money was in truth paid them that the

M.T. 1848. Defendants in their answer hereto may set forth when & where upon what occasion and in whose presence and by whom such Money and every part thereof was paid with all particulars concerning the same and whether the said Chinnatomby in his life time was not entrusted with your Oratrixes part or as hereinbefore mentioned or how otherwise. And whether in account thereof the said Chinnatomby did not retain in his possession to accumulate for the benefit of your Oratrix the Monthly sum of Rupees Two hundred or how otherwise And whether the said Chinnatomby in his life time and at or about the times mentioned in the Schedule hereunto annexed or at some and what other times in particular did not receive and retain in his possession in trust and on account of your said Oratrix the several sums of Money therein specified Amounting in the whole to the Principal sum of Rupees Fifty Five thousand four hundred and Sixty five or how much and what sum of Money in particular or how otherwise

which would have accrued due thereon if the same had been made productive of Interest according to the assurance given by your Oratrix by the said Chinnatomby would not have Amounted to a sum of Rupees Fifty thousand or thereabouts the whole making an aggregate sum of Rupees One hundred and five thousand four hundred and Sixty five or thereabouts or whow much in particular would such aggregate sum have Amounted to. And whether the said Chinnatomby had not in his possession at the time of his death belonging to your Oratrix the several Sorts Jewels Ornaments Looking Glasses and Bureau enumerated in the Schedule B hereunto annexed or some and which of them in particular or what became of the same or how otherwise. And whether some and which in particular of such Jewels Looking Glasses and Bureau were not in his possession shortly before his death or how otherwise. And whether after his death the same or some and which of them have not come into the possession of the Defendants as his Executors or how otherwise. And whether such Sorts Jewels and other Property were not of the value of the sum of Pagodas Twenty five Thousand two hundred and fifteen or Rupees Seventy

Seventy four thousand Two hundred and Fifty two or of what value in particular and the same And whether if the same are not now forthcoming the Defendants ought not to account for and pay to your Oratrix the value thereof if not why not or how otherwise And whether the said Chinnatomby in his life time ever restored to your Oratrix the said Toys Jewels and other valuable property and that the Defendants may set forth when where upon what occasion and in whose presence the same or any and which were restored or delivered back to your Oratrix and all particulars concerning the same, and what has become and whether the said Defendants did not lately deposit with Mr Dewdash * of the others of them And whether the said Chinnatomby in his life was not wary particular in all matters connected with business particularly with business of a pecuniary nature or how otherwise, And whether he was not in the habit of keeping correct Books of account in which he made or caused to be made entries of all his pecuniary dealings or how otherwise and that the Defendants may in their Answer hereto set forth a true and correct List and description of all such Accounts Books and

* their Solicitor or agent

Papers kept by the said Chinnatomby in his life time and may bring and deposit the originals thereof into the Registry of this Honorable Court for the Inspection of Your Orator his Solicitor and Agents and for the purposes of this Cause. And that the Defendants may also answer and set forth whether the said Books of account contain any entry or entries made in the life time of the said Chinnatomby shewing what was the Consideration of the said pretended Bond of the Tenth of October One thousand Eight hundred and Eighteen and if the Defendants shall pretend the same do or does contain an Entry or Entries thereof then that the said Defendants in their Answer hereto may set forth the same and the exact words and figures thereof and the name or names of the Person or Persons in whose handwriting the same is or are written and may set forth what has become of such Person or Persons and if living where such Person or Persons is or are now to be found and what is or are their occupation or Situation in Life respectively and if dead when did he or they die And whether the said Chinnatomby in his life time ever and when accounted with Your Orator and Oratrix or either and which of them in respect of such Monies and Jewels and Securities mentioned And whether such accounting payment or delivery ever in fact took place either in the Life time of the said Chinnatomby or after his

death or how otherwise. And that the Defendants in their Answer
thereto may set forth when where and upon what occasion and in
whose presence such accepting and payment and delivery took place
and the Amount of such payment and how the same was or were
made and the particular nature and description of such Jewels
and all particulars Concerning the same. And Whether the
several Joys and Jewels mentioned in the Schedule B
hereunto annexed numbered respectively One, Five, Eight and Nine
and hereinbefore mentioned described and valued or some or
one and which of them did not upon the death of the said
Chinnatomby as his Executors or how otherwise. And Whether
after his death the said Defendants or one and which of them
did not give the same or some or one and which of them to
One Pongiah Parvatee the Daughter of the said Chinnatomby or
to some and what other Person or how otherwise. And Whether
the same or some or one and which of them are not or is not
now or were or was not lately in Her possession or in the
possession of such other Person or how otherwise. And whether
the several Joys and Jewels specified in the said List or
Schedule as Numbers Sixteen Eighteen and Thirty Two

hereinbefore mentioned and described and valued or some or one and
which of them were not or was not presented by the said Chinnatomby
in his life time without the privity consent or permission of your
Orator and Oratrix or either of them to one Soondaram who was in the
Service of the said Chinnatomby as his Mistress or Concubine
or to some and what other Person or how otherwise. And Whether
the said Soondaram or some and what other Person is not still
or was not very lately in possession of the same or of some or
one and which of them or how otherwise. And Whether the
Article mentioned in the said List or Schedule Number
Thirty three that is to say One Nathoo or Nose Jewel made
with two large Pearls of the value of Pagodas One thousand
not altered by the said Chinnatomby in his life time as hereinbefore
mentioned or how otherwise. And Whether the Pearls thereof
were not used by him as Ornaments to a pair of large Gold
Earrings usually worn by the said Chinnatomby or how
otherwise. And Whether upon his death the same or such
came into the possession of the said Defendants his
Executors or how otherwise. And Whether the Jewel Number
Twenty

Twenty four in the said list or schedule mentioned that is to say one Macaracandy set with precious Stones of the value of Pagodas One One thousand was not left by the said Chinnatomby in his life time or without the Knowledge or Consent of your Orator and Oratrix or either of them or some of his Friends or how or therein or what has become of the same. And Whether the Three large Glasses and the said Ivory Bureaus mentioned in the said List or Schedule and being Numbers Forty four and Forty five or some or one and which of them were not or was not in the possession of the said Chinnatomby at the time of his death and are not or is not now or were not or was not lately in the possession of the Defendants his Executors or how otherwise. And Whether the same were not used to decorate the House of the said Chinnatomby in which he used to reside or how otherwise. And Whether the said Bond for Six thousand Rupees hereinbefore mentioned and the said Release were not obtained by the Defendants by fraud and without any valid Consideration and under the circumstances hereinbefore mentioned and set forth or how otherwise. And Whether the Defendants in

commit a fraud on your said Orator and Oratrix and obtain the said Bond and Release did not pray or give such Agent or deliver to some third Person in trust for him at large or some and what Sum of Money or Security for Money or how otherwise. And Whether in particular the said Defendants did not make or execute their Promissory Note in writing bearing such date in favor of a Writer employed in one of the Offices of this Honorable Court or of some and what other person for such Amount as hereinbefore mentioned or for what other Amount or how otherwise. And Whether the said Writer was not employed by the Defendants to mediate with your Oratrixes Agent as to the terms of Compromise or how otherwise. And Whether the said Writer did not blank endorse the said note and deliver the same to your Oratrixes said Agent or to some one on his behalf or how otherwise. And Whether the said note so blank endorsed as aforesaid was not delivered to the said Agent of your Oratrix or how otherwise. And Whether he did not receive in respect thereof a sum of Rupees Six hundred or thereabouts or some and what other Sum in particular in respect thereof or how otherwise. And Whether the said note for Six thousand Rupees hereinbefore mentioned. And Whether the said Defendants did not also pray to or some other

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of some and what other Amount

other Persons and whom and the said Agent of your Oratrix as a sum of Rupees Two thousand or some and what other sums of Money or how otherwise. and whether the same was not so given and paid or promised as a reward or remuneration for effecting the said negotiation and Compromise or how otherwise. And whether except the Defendants meant and intended by practise a fraud on your Orator and Oratrix they would have had recourse to such a corrupt mode of settlement or how otherwise. And whether the circumstance of the Defendants requiring and obtaining from your Orator and Oratrix the aforesaid release is not evidence that your Orator and Oratrix had a demand against the said Defendants as Executors of the said Chinnatomby or how otherwise. And whether unless they had some demand against the said Defendants the said Release was not unnecessary and if not why not or how otherwise. And whether the Defendants would have given the expence of having the same prepared if they did not apprehend a claim on behalf of your Orator and Oratrix against them and if so why and for what reason or how otherwise. And whether under the Circumstances aforesaid the said Bond for Rupees Six Thousand and the said Instrument of Release ought not to be delivered up to be cancelled or how otherwise. And whether the said Defendants ought not to

be Decreed to account with your Oratrix and Orator for all sum and Sums of Money Jewels and Property received by the said Chinnatomby in his life time for or on their behalf or either of their account and to pay whatever balance may appear or shall be found due thereon and to deliver over all such Jewels and other property as may be found to have been in his possession and charge belonging to your Oratrix or to pay the value of the same in case such Jewels and Property shall not be forthcoming and that the said Bond for Rupees Six Thousand and the said Instrument of Release so as aforesaid obtained by the Defendants from your Orator and Oratrix may be declared to be null and void the same having been obtained fraudulently under the Circumstances aforesaid and without any good valid or sufficient consideration to support the same and that the same may be delivered up to be cancelled and that in the mean time the said Defendants may be restrained by the order or Injunction of this Honorable Court from further prosecuting their aforesaid Action against your Orator and Oratrix or from commencing or prosecuting any other Action or actions or other Proceeding at Law against them upon the said Bond for Rupees Six thousand and Interest or from any Proceedings thereon and that an account may be taken under the

the Decree of this Honorable Court of all Monies Jewels and other property received by the said Chinnatomby in his life time on account of said Oratrix and of the appropriation of the same and that the clear Balance may be ascertained and that the Defendants as such Executors may be decreed to pay the same and to deliver such Jewels and other Property or the value thereof to be ascertained by or under the directions of this Honorable Court to your Orator and Oratrix and that the said Defendants may admit assets of the said Chinnatomby sufficient to satisfy such demand or that they may set forth a full true and particular account of the same and every part thereof and that your Orator and Oratrix may have such further or other relief in the Premises as to your Lordships may seem meet and the nature of their case may require May it please your Lordships the premises considered to grant unto your Orator and Oratrix not only his Majestys most gracious writ of Injunction issuing out of and under the Seal of this Honorable Court thereby restraining the said Defendants Ramasawmy Moodelly and Vendalore Vinsatadry Pillay and each of them from further prosecuting their aforesaid Actions against your Orator and Oratrix or from Commencing or prosecuting any other Action or Actions or other Proceedings at Law against them upon

upon the said Bond for Six thousand Pagodas and Interest or from any proceedings thereon but also his Majestys most gracious Writ or Writs of Subpoena to be directed to the said Ramasawmy Moodelly and Vendalore Vinsatadry Pillay and the rest of the Confederates when discovered thereby Commanding them at a certain day and under a certain pain therein to be limited personally to be and appear before Your Lordships in this Honorable Court and then and there to make a true direct and perfect Answer to all and singular the Premises and further to do and perform and abide such further Order Direction and Decree therein as to your Lordships shall seem meet. And Your Orator and Oratrix shall ever Pray. &c.

C. M. Reed

Tho. Reed
Compltts Solr.

Schedule.

Schedule **A** referred to by the foregoing Bill.

Rupees A. P.

Received by Chinnatomby Moodelly from the Honorable Company's General Treasury the arrears of Compensation for one fifth share of certain Villages taken possession of by the Government due and ordered to be paid to the Complainant Shurfunnissa Begum at 562 Rupees and 8 Annas Monthly Commencing from 1st December 1813 to 20th November 1815 that is to say by 24 Instalments. 13,500 — —

Received by Chinnatomby Moodelly from the Honorable Company's General Treasury the Monthly Stipends at 416 Rupees and 10 Annas from 1st May 1814 to 31st March 1829 from which Chinnatomby paid Monthly to Shurfunnissa Begum ..... 216. Rupees and 10. Annas and retained the remaining Sum of 200 Rupees making in all the Sum retained by him 35,800 — —

May 1821. Received by Chinnatomby Moodelly from the Honorable Company's General Treasury on account Shurfunnissa Begum being the one fifth share of the arrears of Stipends due to Zibbon Nissa Begum deceased the Mother of Shurfunnissa Begum 6,000 — —

Cash received by Chinnatomby from Shurfunnissa Begum in May 1821. 165 — —

A true Copy

Schedule **B** referred to by the foregoing Bill.

No.		Rupees	Fs.	A.	P.
No. 1.	1 Breast Plate in the form of a double headed Eagle set with Rubies with 2 String of Pearls	200	—	—	—
2.	1 Do. Do. set with precious Stones with 2 strings of Pearls	400	—	—	—
3.	1 Do. Do. Do. with 3 string's of Pearls	500	—	—	—
4.	1 Do. Square set with Rubies with 2 strings of Pearls	200	—	—	—
5.	2 Pairs Cuncanem or hand Gold Jewel	230	—	—	—
6.	1 Five String Gold Beads	115	—	—	—
7.	1 Pair Bajerbund or hand Jewels of Gold	90	—	—	—
8.	1 Pair Bookooda or Ear Jewels set with Pearls	100	—	—	—
9.	1 Set Sorreyapara and Sundrapa set with precious Stones	300	—	—	—
10.	1 Pair of Runjoli or Foot Jewels set with precious Stones	2000	—	—	—
11.	1 Five String Pearl Neck Jewel	1000	—	—	—
12.	1 Do. Do. Do.	1000	—	—	—
13.	1 Gold Soomrun or hand Jewel	100	—	—	—
14.	1 Pair Bajeburd or hand Jewel	100	—	—	—
15.	1 Three String Pearls or Neck Jewel	3000	—	—	—
16.	1 Thoray or Head Jewel set with Diamond and Pearls	200	—	—	—
17.	1 Ruby Ring	500	—	—	—
18.	1 Emerald Do.	100	—	—	—
19.	1 Do. Do.	40	—	—	—
20.	1 Diamond Do.	100	—	—	—

Schedule
No.

		Rs	F.	C.
No.	1. Diamond Jecan or head Jewel	300	-	-
22.	1. Chendra Auren Gold Jewel of Five String	100	-	-
23.	1. Do. Do. of 3 Strings	100	-	-
24.	1. Macaracandy Set with precious Stones	1000	-	-
25.	1. Pair Gold Ponjee or hand Jewel	80	-	-
26.	1. Gold Mootee or Children's Play thing	20	-	-
27.	1. Do. Irmyoorum or Do.	20	-	-
28.	4. Do. Satapata or Ball	80	-	-
29.	2. Pair Gold Perlee or rings used for feet	200	-	-
30.	1. Poinch or head Jewel Set with precious stones	1000	-	-
31.	2 Emerald Beads	400	-	-
32.	2. Assharapee or Gold Coin	10	-	-
33.	1. Attikoo or Nose Jewel made with 2 large Pearls	1000	-	-
34.	1. Pair large Pearls namely Ram Lutchmana	3000	-	-
35.	1. Gold Cadacum or hand Jewel	30	-	-
36.	1. Pair Gold Gajcoolooso or Feet Joys	400	-	-
37.	1. Do. Tonda or Gold Feet Joys	130	-	-
38.	1. Stone Box	100	-	-
39.	1. Roddeca Set with Diamonds	300	-	-
40.	1. Do. Do. with Rubies	60	-	-
41.	1. Pair Jumeca Set with Precious Stones	200	-	-
42.	1. Do. Caterepanel Set with Rubies	100	-	-
43.	1. Knife with Case Set with Stones	100	-	-
44.	3. Large Looking Glasses	1100	-	-

No.	4. Shawls	600	-	-
47.	1. Do. Square	40	-	-
48.	1. Do. Flowered	100	-	-
49.	1. Silver Box	100	-	-
50.	2. Silver Gaglets	80	-	-
51.	2. Sets Silver Cups and Plates	60	-	-
52.	1. Set Silver Ether Dhan	30	-	-
53.	1. Nose Ring of large Diamond called Boollock valued	100	-	-
54.	10. Do. Do. of small Do. together with Pearl	100	-	-
55.	1. Button of large Emerald called Goondee	57	6	20
56.	1. Do. of Ruby Set with Gold Do.	28	25	40
57.	1 Do. of large Pearl Do.	57	6	30
58.	a Pair of small Emerald Ring called Anghoostary	28	25	40
59.	a Pair of Do. Diamond Ring Do.	40	-	-
60.	a Pair of Do. Ruby Ring Do.	28	25	40
61.	1. Gold Waist Ornament called Kumarpattee	150	-	-
62.	1. Do. Ringlet called Chottee	50	-	-
63.	1. Bedar Spitting pot called Peekdan made with gold flowers	10	-	-
64.	1. Silver Pot	28	25	40
65.	1. Do. Spitting Pot called Peekdana Saubar	14	12	60
66.	1. Gold round Ornament called Houns	100	-	-
67.	a Pair of Gold Bangles called Choor	100	-	-
68.	a Pair of Silver large Pot together with a large plate	57	6	30
69.	1. Silver Ladle	14	12	60
21st June 1836 70.	2. Do. Dish	28	25	40

71.	a Pair of Bracelet set with Pearl vault	150-"-"
72.	a Pair of Pearl wrist Ornament called Pawoochy made with wreathen 10 Gold Strings	20-"-"
73.	1. Gold rose Attar Case	5-"-"
74.	1. Do Snuff Box	10-"-"
75.	1. Do large thumb ring Set with Diamond an Ruby called Amsee	70-"-"
76.	1. Do large Amulet Set with Gem called Tuweez	100-"-"
77.	16. Gold vaults of 8 Steps each 3½ Pagodas Total	56-"-"
78.	16. Do of 4 Pillars each 2 Pagodas	32-"-"
79.	1. Large Rose ring wrought with Emerald and Pearl	200-"-"
80.	2. Ear Ornaments Set with precious Stones called Choomtah	50-"-"
81.	1. Silver Case called Dabbya Singardan	5-31-70
82.	1. Cup adorned with Pearls	60-"-"
83.	1. Gold Comb Set with Gem	100-"-"
84.	1. Gold Oil Cup plate and a top Set with Gem	150-"-"
85.	1. Silver Lamp together with a Chain	85-31-70
86.	2. Glass Shade of Green Colour	10-"-"
87.	2. Lantern Do Do	10-"-"
88.	4. Pieces of Blue and Red Silk Cloth edged with Lace	40-"-"
89.	1. Silver Snuffers	2-38-20
90.	1. Do Padlock together with a Key	5-31-70
91.	1. Do Scissors	1-19-10
92.	2. Ear Ornament with Gem and Pearls	

93.	1. Lace Batwah adorned with Pearls	100-"-"
94.	2. Silver Cups	14-12-60
95.	2. Do Spoons	2-38-20
96.	1. Silver Case in which used to put Meat	5-31-70
97.	1. Do Box of Betle Nut	5-31-70
98.	4. Do Chooman Cases	5-31-70
99.	1. Do Tumbak	28-24-40
100.	2. Pieces of Silk Lace Cloth called Thana Mashazy	30-"-"
101.	5. Do of Brocade of large Flowers called Himcaub	125-"-"
102.	5. Do of Do of Small Do	75-"-"
103.	10. Embroidered Gowns called Kelat Mahroomat	200-"-"
104.	1. Do Jacket together with Turbans called Seen Astera and Surpaige	285-31-70
105.	2. Gold Wrist Ornament Set with Gem called Gogeyans	200-"-"
106.	1. Chrystal Tree	100-"-"
107.	1. Silver Hookah Choollam Cotter Mahnal Gazah Chamber, and a Sachah made with Silver Strings together with a plade Sade, and a Choomtah	114-"-"
108.	1. Bedar Hookah Ornamented with Gold Flowers together with Cotter Mahnal	57-6-30
109.	1. Chrystal Hookah Ornamented with Gold Flowers together with Silver Cotter Chamber, Mahnal, and Chains	42-38-20

No 116. 1 Chrystal Hookah Ornamented with Gold

Flowers called Choogance together with

Silver Cotter Chumber Mahnal and

Chains 28-24-10

Pagodas 19717-12-20

A True Copy.

Tho. Fred

Compltt. Solr.

In the Supreme Court
Madras
Equity Side

Filed 25th October 1833.
P.C.R.

Venkatasawmy Naick of Madras Hindoo Inhabitant and a Peon in the Service of Thomas Fred Gentleman one of the Solicitors of this Honorable Court maketh Oath and saith that Ramasawmy Moodelly and Vendalore Vencatadry Pillay are respectively Hindoo Inhabitants of Madras residing in Peddoo Naicks pettah in the Black Town of Madras and as this Deponent is informed and believes subject to the Jurisdiction of this Honorable Court.

Tho: Fred
Solr.

Sworn before me at my Chambers this
25th Day of October 1833
The Contents having been
previously Explained to the
Deponent by the Court Interpreter

Filed 17th January 1834.
P.C.R.

In the Supreme Court of Judicature at Madras.

In Equity

The joint and Several Answers of Ramasawmy Moodelly and Vendalore Vencatadry Pillay the Executors of the last Will and Testament of Chinnatomby Moodelly late of Madras Inhabitant deceased Defendants to the Bill of Complaint of Abdul Azeez Khan Bahadar and Shurfun Nissa Begum Sahiba his Wife Complainants.

These Defendants saving and reserving to themselves now and at all times hereafter all and all manner of benefit and advantage of exception which can or may be had or taken to the manifold errors uncertainties insufficiencies and imperfections in the said Complainants said Bill of Complaint contained for Answer thereto or to so much thereof as these Defendants are advised it is material or necessary for them to make Answer unto severally answering say they do not know or believe but further or otherwise they cannot Answer or set forth That for some years previous to the Year One thousand Eight Hundred and fourteen and from thence to the time of his death Chinnatomby Moodelly in the said Bill

as her Ghomastah or agent in transacting different business and pecuniary affairs for her or otherwise over which she had or exercised a Control or Interest separately from and wholly independant of the Complainant Abdul Hyz Khan Bahadar her Husband or otherwise or that the said Complainant ~~Complainant~~ Abdul Hyz Khan joined or occasionally concurred therein for the sake of Conformity or otherwise or that the said Chinnatomby obtained such full Confidence of the said Complainant Shurfun Nissa Begum in his Zeal and Integrity or otherwise as in the said Bill mentioned and these Defendants say they cannot set forth as to their belief or otherwise whether the said Complainant Shurfun Nissa Begum was entitled to receive a Monthly Stipend of Four Hundred and Sixteen Rupees and Ten Annas from the Office of the Paymaster Carnatic Stipends at Madras or experienced delay and difficulty in receiving payment of the same, and these Defendants say they do not know or believe but further or otherwise they cannot or set forth that the said Complainant Shurfun Nissa Begum for the reasons in the said Bill in that behalf mentioned or for any other reasons some time in the Commencement of the Year One thousand Eight Hundred and Fourteen or at any other time requested the said Chinnatomby as her Ghomastah or otherwise to receive the said Stipends on her behalf or to enable him to do so that the Complainant Shurfun Nissa Begum easy

Month forwarded or delivered to the said Chinnatomby the usual and Customary receipt of her the said Shurfun Nissa Begum sealed with her Seal or otherwise for the said Stipend or that the said Chinnatomby or any other person or persons on his behalf received such Stipend at the Office of Carnatic Stipends or at any other such place or Office and duly remitted the Amount thereof to the said Complainant Shurfun Nissa Begum as in the said Bill mentioned or that the said Chinnatomby or any other Person or Persons on his behalf Continued for some Months afterwards to receive the said Stipend upon being furnished by the said Complainant Shurfun Nissa Begum with such receipts as in the said Bill mentioned and to forward the Amount thereof to her or otherwise or that the said Chinnatomby had the principal management of the pecuniary affairs of the said Complainant Shurfun Nissa Begum or that the said Complainants placed great Confidence in him and were desirous that the said Chinnatomby should receive the said Stipend without referring to the said Complainant Shurfun Nissa Begum for such receipts as in the said Bill mentioned or that she to enable him to do so for the reasons or purpose in the Bill mentioned or for any other reason or purpose sometime in the said Year One thousand Eight Hundred and Fourteen or at any other time delivered or caused

the said Chinnatomby by the hands or means of his Serv.ants Seemajee and Lutchman Sing and others or any other person or persons received from time to time the whole or part amount of such monthly Stipend as in the said Bill mentioned or otherwise and continued to pay Monthly therefrom or otherwise to or into the hands of the said Complainant Shurfun Nissa Begum the said sum of Two hundred and Sixteen Rupees or of the sum of Two hundred and Sixteen Rupees and Ten Annas out of the Stipend or otherwise, or that the said Chinnatomby retained or continued to retain the remainder of the said sum amounting to the Monthly sum of Two hundred Rupees for the said Complainant Shurfun Nissa Begum until the Month of March in the Year One thousand Eight hundred and Twenty three or any other time and these Defendants say that they do not know and cannot set forth whether the said Shurfun Nissa Begum was or not entitled to or did not become entitled to receive from the Government of Fort St. George a large or any sum of Money due to her for the arrears of her share of certain Compensation Money ordered to be paid by the

in their Sovereign Capacity having seized and taken possession of certain villages Lands and Premises in which the said Complainant Shurfun Nissa Begum was interested as a part owner or Coparcener or how otherwise or whether some or any or no were or were not issued for payment of the Compensation Money in the said Bill mentioned or whether the sum of Thirteen thousand Rupees and five hundred Rupees or any sum at all was the proportion of the Complainant Shurfun Nissa Begum therein or whether the same was ordered to be paid to or on account of the said Complainant Shurfun Nissa Begum by Twenty four Monthly Instalments or otherwise And these Defendants further answering say they do not know or believe that such last mentioned sum of Money or Instalments or any part thereof was or were under the Circumstances in the said Bill in that behalf mentioned or under any other Circumstances at any time received by the said Chinnatomby as the Shomastah of the said Complainant Shurfun Nissa Begum or otherwise or for and on her behalf or that the same was so received from the General Treasury of Fort Saint George or any other place or Office on certain days and times between the First day of December in the Year of Christ One thousand Eight hundred and Thirteen and the First day of December in the Year of Christ One thousand

thousand Eight hundred and Fifteen or at any other times or period
or that the same or any part retained in the hands and possession
of the said Chinnatomby or otherwise or that the same was
by him been employed to bear Interest or was to remain at
Interest to accumulate for the benefit of the said Complainant
Shurfun Nissa Begum or otherwise And these Defendants
say they do not know and cannot Answer or set forth
whether in the Year of Christ One thousand Eight hundred
and Twenty One or at any other time the said Complainant
Shurfun Nissa Begum became or was entitled to have
and receive from the said Government of Fort Saint George
or from any other Authority or persons a large or any sum
of Money as her Share of the arrears of a certain Stipend
which was due to her late Mother Zeeboon Nissa Begum
otherwise called Baboo Begum Nissa Begum deceased
as in the said Bill mentioned or otherwise and these Defendants
say they do not know or believe that on such last
mentioned account the said Chinnatomby as the Agent of
the said Complainant Shurfun Nissa Begum and under her
Authority and on her behalf and for her benefit or in fact
sometime in the Month of May in the Year One thousand
Eight hundred and Twenty One or at any other time by
himself or his Agent or Servant received from the said

Treasury of Fort Saint George or from any other Public Office
Place or Authority a further Sum of Six thousand Rupees or
any other Sum of Money or that with the Consent of the said
Complainants or otherwise he retained in his hands or
possession when at Interest or otherwise and to accumulate
with the other monies untruly pretended by the said Bill to be in
his possession belonging to the said Complainant Shurfun
Nissa or otherwise, for the benefit of the said Complainant
Shurfun Nissa Begum, And these Defendants further
Answering Say, they do not know or believe that in the
said Month of May in the Year One thousand Eight hundred
and twenty One or at any other time the said Complainant
Shurfun Nissa Begum deposited with the said Chinnatomby
as her Agent a Sum of One hundred and Sixty five Rupees
or any other Sum of Money to run at Interest and to
accumulate for her benefit as in the said Bill mentioned
or otherwise And these Defendants further Answering Say
they do not know or believe that in the Year One thousand
Eight hundred and Twenty nine or at any other time the said
Complainant Shurfun Nissa Begum being desirous to receive
the whole of her Pension of Four hundred and Sixteen Rupees
and Ten Annas per Mensem and his Highness Azeem Jah
the

the then Nabob of the Carnatic having or because of his having some time before that period issued an Order that no one of his Highness's Family should entrust their Seals to the Custody of other persons or for any other reasons or in fact the said Complainant Shumsun Nissa Begume or the said Complainants applied to the said Chinnatomby for their said Seals or that he delivered the same to the said Complainant Shumsun Nissa Begume or to the said Complainants but these Defendants do not know and cannot set forth whether until such last mentioned time the Complainants were received or had in their possession the said Seals or either of them and these Defendants not believing that any Sum whatever was due to the said Complainants or either of them on account of any accumulations in the said Bill mentioned do not believe nor can they set forth that any Sum was or was not paid to the said Complainants or either of them on account of such accumulations And these Defendants deny to the best of their Information and belief that there was due to the said Complainant Shumsun Nissa Begume or to the Complainants from the said Chinnatomby at the time of his death a Considerable or any Sum of Money in respect

respect of such accumulations or on account of Arrears of Pension due from the said Carnatic Stipends Office or otherwise to the said Complainant Shumsun Nissa Begume on her own account or on account of the Complainants as in the Bill mentioned or on account of the Complainant Shumsun Nissa Begum Mother Reza Nissa Begum deceased or otherwise or that the said Chinnatomby were or the said Seals in his possession or received by the Authority of the Complainant Shumsun Nissa Begum from the Carnatic Stipend Office or retained the same or any part thereof in his hands to remain at Interest or to accumulate for the said Complainant Shumsun Nissa Begum's benefit or otherwise the Arrears or any other Sum in respect thereof or in respect of any Pensions as in the said Bill in that behalf mentioned or that the principal thereof or of any such Sums or accumulations or Pensions amounted to the Sum of Fifty five thousand Four hundred and Sixty five Rupees or any other Sum of Money or Amount or that some time in the Year one thousand Eight hundred and Twenty four or at any other time the said Chinnatomby being about to celebrate some Festival or to entertain his Friends or on any other occasion or for any other reason or in fact applied to or requested

requested the said Complainant Shurfun Nisa Begum the
loan him Three large or any two King Glass or Looking Glasses
or two or any Ivory Bureau or Ivory Bureaus which
belonged to her in order that he might decorate his House
therewith or otherwise or that that the said Complainant
Shurfun Nisa Begum accordingly or otherwise lent him
the same or either of them or that he returned the same or
either of them in his possession until his death or otherwise
or that the same or either of them were in his possession at
the time of his death and these Defendants deny that the
said two King Glasses or Bureaus or either of them came into
the possession of his Executors these Defendants at the time
of his death or at any other time or are now in their
possession or that these Defendants took possession of the
same or either of them as the Executors of the said Chinnatomby
upon his death or at any other time and these Defendants
deny to the best of their Information and belief that
said two King Glasses and Bureaus or either of them
as in the Bill mentioned ever constituted a loan or were
delivered to the said Chinnatomby but whether the same
were of the value of one thousand Two Hundred Pagodas
or Four thousand and Two Hundred Rupees or thereabouts
or of what other value these Defendants do not know

and cannot set forth nor do these Defendants know nor can they
set forth whether the Complainant Shurfun Nisa Begum was
possessed of Toys and Jewels to a great Amount in value but these
Defendants deny to the best of their Information and belief
that in order that a part of such Jewels which the Complainant
Shurfun Nisa Begum did not then require for use should
be kept in safe Custody she for such purpose or any other purpose
sometime in the year One thousand Eight hundred and Twenty five
or at any other time delivered such last mentioned or any Jewels to the
said Chinnatomby which were of Considerable or any value or that the
said Chinnatomby retained possession of the same until the time of
his death or disposed of them as in the Bill mentioned with or
without the Knowledge or Consent of the said Complainants and
these Defendants admit that on the Twenty Eighth day of May
in the Year One thousand Eight Hundred and Thirty two the said
Chinnatomby departed this life having duly made and published his
Last Will and Testament in writing and thereof appointed his Son
this Defendant Ramasawmy Mudaly and this Defendant
Vendalore Venkatasy Pillay his Executors and that they on or
about the Twenty third day of June One thousand Eight hundred
and Thirty two duly proved the same in the Ecclesiastical Court

of this Honorable Court and are respectively Inhabitants of Madras residing in Peddoo Naicks Pettah in the Black Town of Madras, And this Defendant Venkatadry Pillay further Answering for himself admits that shortly after the death of the said Chinnatomby this Defendant Venkatadry Pillay at the request of the said Complainant Shurfun Nissa Begum but not at the time paid her a Visit but he positively denies that on that or any other Occasion he in reply to the questions of the Complainant Shurfun Nissa Begum or otherwise assured her that the said Jewels belonging to her were safe or otherwise in use of the rooms of the House of the said Chinnatomby or that he this Defendant Venkatadry Pillay had a few days previously thereto or otherwise seen them there or that the only assurance he gave her in reply to her questions was that he was not aware that she had any such demands on the said Chinnatomby and that if she had any such he requested she would produce the said Chinnatomby's written Vouchers for the same or that this Defendant Venkatadry Pillay then or at any other occasion stated or assured the said Complainant Shurfun Nissa Begum that the claim or claims which the Complainant so pretended became upon the Estate of

of the said Chinnatomby on account of the Monies in the said Bill untruly pretended to have been received and detained by the said Chinnatomby as in the said Bill untruly alledged should be adjusted and settled within three Months from that time or that after the expiration of the said three Months the Complainant Shurfun Nissa Begum in consequence of the non-performance of such pretended promise sent for the said Venkatadry Pillay and questioned him on the subject of the said Complainants claims and upon the non-performance of his said pretended pretended promise of settling the same but he admits that the said Complainant Shurfun Nissa Begum did again send for this Defendant Venkatadry Pillay and that he again went to her but he says that the reasons of his going to her were that on both Occasions he was assured by the said Sutchiman Jung who was in her employ that she could assist these Defendants in recovering their claim as Executors against the Nabob of the late Nabob of the Carnatic and he admits that on each last mentioned Occasion the said Complainant Shurfun Nissa Begum told this Defendant Venkatadry Pillay that she asked him for the Money and Jewels which she alleged had been in the said Chinnatomby's possession belonging to her and

and that he this Defendant informed per thro' the same had not
come to these Defendants possession and that they could not admit
such Claim unless she had Chinnatomby's written Voucher but
otherwise than as aforesaid this Defendant Vencatadry Pillay
denies that the said Complainant Shurfun Nissa Begum
on that or any other occasion told him that both the said
Complainants or either of them were desirous of settling their
accounts with these Defendants as Executors of the said Chinnat
tomby or otherwise or having the Amount pretended to be due
to them paid or having their Jewels and other Property restored
to them And this Defendant Vencatadry Pillay positively
denies that on such occasion or at such time as in the said Bill
in that behalf mentioned or at any time or on any other occasion
this Defendant Vencatadry Pillay proposed to give the
Complainant Shurfun Nissa Begum a Sum of Twenty
Thousand Rupees in full satisfaction of all the Claims of the
said Complainants upon the Estate of the said Chinnatomby
upon the said Complainant Shurfun Nissa Begum giving
him this Defendant Vencatadry Pillay a General Release
for the same or that this Defendant made any other proposal
And these Defts say to the best of their Information and belief
that the Amount due from the

to the said Complainants was much more than such sum of
Twenty Thousand Rupees or that any sum whatever was so
due and this Defendant Vencatadry for himself saith he
denies that the said Complainant Shurfun Nissa Begum for
the reasons in the Bill mentioned or for any other reasons refused
to accede to such pretended terms as in the said Bill in that
behalf mentioned none such having been proposed and these
Defendants deny that after the time in the said Bill in
that mentioned the said Complainant Shurfun Nissa
Begum or the said Complainants made or caused to be made
without any effect such several applications as in the said
Bill in that behalf mentioned to these Defendants to come
to some settlement with respect to the said Complainants claim
upon the Estate of the said Chinnatomby deceased or further or
otherwise than as aforesaid and save also that the said
Sukhanan Sing made several such demands in the part
of the said Complainant Shurfun Nissa Begum but these
Defendants admit that they ~~admit~~ received such letter from
Mr James Roy Baillie an Attorney of this Honorable Court
dated the Fifth day of January last purporting to be
written by the Instructions and on behalf of the said Complainant
Shurfun Nissa Begum to the purport form and effect in the
said

and that he this Defendant informed her that the same had not come to these Defendants possession and that they could not admit such claim unless the said Chinnatomby's written Vouchers but otherwise than as aforesaid this Defendant Vinnatandy Pillay denies that the said Complainant Shurfun Nisha Begum on that or any other occasion told him that both the said Complainants or either of them were desirous of settling their accounts with these Defendants as Executors of the said Chinnatomby or otherwise or having the Amount pretended to be due to them paid or having their Jewels and other Property restored to them And this Defendant Vinnatandy Pillay positively denies that on such occasion or at such time as in the said Bill in that behalf mentioned or at any time or on any other occasion this Defendant Vinnatandy Pillay proposed to give the Complainant Shurfun Nisha Begum a sum of Twenty Thousand Rupees in full satisfaction of all the Claims of the said Complainants upon the Estate of the said Chinnatomby upon the said Complainant Shurfun Nisha Begum giving him this Defendant Vinnatandy Pillay a General Release for the same or that this Defendant made any other proposal And these Defendants say to the best of their Information and belief that the Amount due to

to the said Complainants was much more than such sum of Twenty Thousand Rupees or that any sum whatever was so due and this Defendant Vinnatandy for himself saith he denies that the said Complainant Shurfun Nisha Begum for the reasons in the Bill mentioned or for any other reasons refused to accede to such pretended terms as in the said Bill in that behalf mentioned none such having been proposed and these Defendants deny that after the time in the said Bill in that mentioned the said Complainant Shurfun Nisha Begum or the said Complainants made or caused to be made without any effect such several applications as in the said Bill in that behalf mentioned to these Defendants to come to some settlement with respect to the said Complainants claim upon the Estate of the said Chinnatomby deceased or further or otherwise than as aforesaid and these also that the said Solicitor having made several such demands in the part of the said Complainant Shurfun Nisha Begum but these Defendants admit that they ~~admit~~ received such letter from Mr. James Roy Baillie an Attorney of this Honorable Court dated the Fifth day of January last purporting to be written by the Instructions and on behalf of the said Complainant Shurfun Nisha Begum to the purport form and effect in the said

Said Bill in that behalf mentioned but these Defendants for greater Certainty crave to refer thereto And these Defendants say that upon receiving the said last mentioned Letter they being Ignorant of the several transactions therein alleged made after further diligent search among the Papers and accounts of the said Chinnatomby but could find nothing therein which could Warrant or Authorize such demands and also made enquiries regarding such several matters of Persons and especially the Brother of the said Chinnatomby who were likely to know the same and believing from the information thereby obtained that the claim of the said Complainant Shurfun Nissa Begum was false and fraudulent these Defendants in reply to such last mentioned letter instructed the late Mr. Charles Phillip Gordon deceased who was then an Attorney of this Honorable Court to accept and send a Letter to the said J. J. Baillie and which he accordingly did under date the Seventh of January one thousand Eight Hundred and Thirty three written by the instructions of the Defendants and which they believe was duly received by the said J. J. Baillie and wherein these Defendants acknowledged the receipt by them of the said Letter of the Fourth of

the same Month of January so written by the said James Hay Baillie as aforesaid but denied any sum to be due to the said Complainant Shurfun Nissa Begum from the Estate of the said Chinnatomby deceased and also therein denied the Suspension of any Jewels belonging to the said Complainant Shurfun Nissa Begum but therein for greater Certainty these Defendants Craved to refer to their said late Solicitor's Letter of the Seventh day of January one thousand Eight Hundred and Thirty three when the same should be produced and proved and these Defendants further answering admit that by the Instructions of these Defendants the said Charles Philip Gordon addressed a letter bearing date the said Seventh day of January one thousand Eight hundred and thirty three to the said Complainants and which these Defendants believe was received by the Complainants though not the same day as that on which the said James Hay Baillie received the said Letter which is addressed therein as aforesaid these Defendants do not know and these Defendants admit the Letter so addressed to the said Complainants as aforesaid to the purport and effect in the said Bill in that behalf mentioned but for greater Certainty they Crave leave to refer thereto when produced and proved. And these

these Defendants deny it to be true that until the receipt of the last mentioned Letter the Complainants were Ignorant of the existence of the Bond mentioned in the said letter for these Defendants say that to the best of their Information and belief the same was the Genuine Bond of the said Complainants and payment thereof had been demanded from them as hereinafter mentioned and these Defendants admit that the Bond purported to be and was a Bond bearing date the Tenth day of October One thousand Eight hundred and Eighteen from the Complainants to one Anna Saumy Bowdley in the penal Sum of Twenty Thousand Rupees for Securing the payment of Ten Thousand Rupees payable in Six Months after Interest for the same at the rate of Twelve per Cent per Annum and that the said Bond purported to have and had affixed to it the Seal of the said Complainant Shurfun Nissa Begum and subscribed with the respective names of the Complainants in their respective hand writing and Duly witnessed by one Mylroy Appasawmy and by him alone and that on the back of the said Bond was written an Endorsement purporting to bear date on the Eighteenth day of February One Thousand Eight hundred and Thirty Two and Signed with the name and in the hand writing of the said Anna Saumy Mudaly purporting to be an Assignment from the said

Anna Saumy to the said Chinnatomby for the Consideration of the Payment of the said Bond of the Tenth day of October One thousand Eight hundred and Eighteen and these Defendants admit to the best of their Information and belief that same as is hereinafter mentioned the said Complainants drawn borrowed from the said Mylroy Anna Saumy Mudaly and were never indebted to him in any Sum of Money whatsoever and never had with him either by themselves or through the medium of the said Chinnatomby or any other person any pecuniary or other transactions whatsoever and these Defendants further answering say that to the best of their Information and belief the said Complainants gave to the said Mylroy Anna Saumy Mudaly as trustee of the said Chinnatomby the said Bond as is hereinafter also mentioned though they admit to the best of their information and belief that the Complainants never gave the said Anna Saumy any other Bond or Obligation for Money and these Defendants answering as aforesaid that the said Chinnatomby never had the said Complainants Seals in his possession admit to the best of their belief that the said Complainants never authorized the said Chinnatomby at any time to affix their to any Bond or Obligation for Money either to the said Mylroy Anna Saumy Mudaly or any other Person and these Defendants further

24th June 1836.
D.

further Answering say that to the best of their belief the Money for which the said Bond was given was lent to the said Shurfun Nissa Begum by the said Chinnatomby and that the said Annasawmy was a mere name lender for him which these Defendants say they believe was very well known to the said Complainants and they believe that the said Annasawmy was in poor Circumstances and never had the means of lending so large a Sum as Ten thousand Rupees or any Considerable Sum of Money whatever and these Defendants further Answering say that the Complainants immediately on the receipt of the said Mr. Charles Philip Gordon's last mentioned Letter of the Seventh of January informed these Defendants or either of them that the said pretended Bond was not a Genuine Instrument and that the same ought not to be set off against or in Lieu of any just or other Claims of the said Complainant Shurfun Nissa Begum on the Estate of the said Chinnatomby or that the Complainants otherwise than as hereinafter mentioned also called upon and required these Defendants to come to a time or any account with them for Monies received by the said Chinnatomby in his life time on account of the said Complainant Shurfun Nissa Begum to pay over the balance due in respect of the same as well Principal as for all arrears of Interest accrued due thereon and likewise to hand over to the said Complainants the Lace Jewels and

Ornaments which in his pretended Bill the said Complainant Shurfun Nissa Begum has entrusted to the said Chinnatomby for safe Custody and to return the said Looking Glasses and Ivory Bureaus which she pretends she had sent to the said Chinnatomby under the Circumstances in the said Bill mentioned and the value of which is pretended to be set forth in the Schedule A and B of the said Bill, But these Defendants further say in reply to the said last mentioned Letter from the said Charles Philip Gordon he the said Charles Philip Gordon received a Letter from the said James Hay Baillie purporting to be written on behalf of the said Complainants and bearing date the Ninth day of January One thousand Eight hundred and Thirty three wherein the said James Hay Baillie stated that he was instructed by the Complainants to inform the said Charles Philip Gordon that the Complainants denied having ever executed to the said Mylay Annasawmy deceased any Bond or Instrument of the nature mentioned by the said Charles Philip Gordon, But for greater Certainty these Defendants crave to refer thereto and these Defendants further Answering deny that fraudulently and in Order to frighten and Intimidate the said Complainant Shurfun Nissa Begum into an unfair Settlement According to these Defendants own terms tho' they admit that they Caused an Action at Law to be Commenced in the Name of this Honorable Court in the name of the said Mylay Annasawmy

Annas acumy Moadelly against the said Complainants upon the said Bond hereinafter mentioned and the Son or about the Fifteenth day of the said Month of January a Plaint in debt was accordingly filed against the said Complainants at the Suit of the said Myloy Annas acumy Moadelly and these Defendants say that they are unable to set forth as to their belief or otherwise no further in order to Defend the said last mentioned Action the said Complainant Shumsun Nisa Begum was prevailed upon to employ as her Legal Advertiser one who was formerly employed in the Office of one of the Solicitors of this Honorable Court or whether if such Native were so employed he persuaded the said Complainant Shumsun Nisa Begum that in Consequence of his Knowledge of Legal or otherwise of his Connection with the Legal Profession he had greater facilities to assist her than any other person or whether the Complainant Shumsun Nisa Begum believing such assertions and also Confiding in the honesty of such person instructed him to act for her in the Premises And these Defendants further answering admit that the said Complainants took defence to the said Action and Pleaded the General issue non est factum to the said Plaint and that the same was entered for trial on the Third day of April last past And these Defendants further answering admit that on the Thirty-

said Complainants Exhibited their Bill of Complaint in the Equity side of this Honorable Court against these Defendants and against the said Myloy Anna acumy Moadelly the Obligee named in the said Bond for an Injunction to restrain proceedings in the said Action but herein for greater Certainty these Defendants crave to refer thereto but whether it was so filed nor or the advice of Counsel to restrain the proceedings in the said Action these Defendants do not know and they admit that an application was made on the part of the said Complainants to this Honorable Court for an Injunction to restrain further proceedings in the said Action and that such Motion was Opposed by these Defendants upon Affidavit and that such Motion was refused with Costs but these Defendants deny that such Costs were otherwise than as hereinafter mentioned as known by the Defendants and these Defendants further answering deny that they or to the best of their Information and belief that the other Deponents in the Affidavit on the part of these Defendants in opposition to the said Application for an Injunction therein were incorrectly and these Defendants deny that therefore or in Consequence thereof the said Complainants caused Certain proceedings to be Commenced against the Deponents or some of them that they admit that Certain proceedings were Commenced before the Superintendant of Police by the said Complainants against one Jacoora Moadelly the

the Brother of the said Chinnatomby who was one of the said Defendants for Perjury alleged to have been Committed in the said last mentioned Affidavit and which Perjury was alleged or pretended to have been Committed in regard to the Statement by the said Saccara Moodly that the said Complainant Shurfun Nissa Begum could write and sign her name And these Defendants further Answering deny it to be true that these Defendants were alarmed at such proceedings or knew believed or suspected the Same or should if any such there was of the allegations or either of them Contained in the said Affidavit or was apprehensive that upon the Trial of an Indictment for Perjury Contained thereon a Conviction would follow or that they these Defendants were otherwise desirous to avoid such Prosecution and to Escape an Exposure of such their pretended unjust and fraudulent Proceedings as in the said Bill mentioned And these Defendants deny that with such last mentioned Object and in order to accomplish the Same or with some or any other view these Defendants Bribed and Corrupted the Native Agent who had been employed by and had acted for the said Complainant Shurfun Nissa Begum in the said Business or that in consideration of Certain remuneration paid or promised to him by or on behalf or with the privity & Concurrence of these Defendants or either of them or otherwise they these Defendants seduced and brought over such Agent to their own Interest or Interests or that these Defendants

Begum's Agent whom it is untruly stated in the said Bill the Defendants had Bribed and Corrupted for that purpose prevailed upon the said Complainant Shurfun Nissa Begum to enter into an arrangement for the Compromise of the matters in the said Bill in that behalf mentioned or that these Defendants as or for the basis of the same proposed that the said Complainants as matters of form only or for any other reason same as is hereinafter mentioned should Consent to grant to these Defendants a new Bond for Rupees Six thousand and agree to pay down a Sum of Rupees four thousand Such two Sums Amounting together to Ten thousand Rupees that is to say a Sum equal to the principal Amount of the said Bond of the Tenth of October one thousand Eight hundred and Eighteen upon which the said Action at Law was brought in the name of the said Mylay Annasawmy Mooreliar against the said Complainants and these Defendants deny that the said action was at or on or about the twenty & sixth day of March last entered for Trial on the Third day of April and that two days after the said action was so entered that is to say on or about the Twenty Eighth day of March last one Pagary who was the Dubash of the Defendants Attorney in the said Action called on these Defendants and informed them that the said Complainants were desirous of them promoting their differences with these Defendants and would pay the principal of the said Bond Provided these Defendants would forego the Interest thereon and release her from the Costs of

of the said Action and Suit which the said Fagarzy & these Defendants would on the part of the Complainants be one thousand and five hundred Rupees and the said Fagarzy said that the Complainants could only pay down four thousand Rupees on account of the principal of the said Bond but would give a Bond for the rest payable by Monthly Instalments of one hundred Rupees a Month and these Defendants say that they told the said Fagarzy that they would see their then Attorney and required him to call on these Defendants in the Evening and these Defendants say that before acceding to the said terms they went to their said late Solicitor Mr. Gordon by whose advice and in consideration of the nature of the Connection which had subsisted between the said Deceased and the said Complainant Shurfun Nisa Begum under pecuniary difficulties and to avoid the further expences of the said Suit these Defendants determined to accede to the said Complainants proposals but that the said Mr. Gordon advised these Defendants not to accede thereto 'till the Complainants had Agreed in writing to those terms and that thereupon the said C.P. Gordon drew out a draft of the Memorandum or Agreement set forth in the said Bill and delivered to these Defendants a fair Copy thereof which these Defendants delivered to the said Fagarzy on his again calling upon them when these Defendants also told the said Fagarzy that on the said Complainants

Signing

signing the same they would agree thereto and these Defendants say that on the Morning of the Thirtieth day of the said Month of March the said Fagarzy came to these Defendants with the said Agreement signed by the said Complainants and then told these Defendants that as the said Complainants were unable to pay the said Sum of Four thousand Rupees the said Complainant Shurfun Nisa Begum hoped these Defendants would forego that Sum and these Defendants say that the said Fagarzy having offered to deliver up the Agreement and these Defendants being desirous of avoiding litigation and in order to put an end to further disputes agree thereto and accordingly delivered to the said Fagarzy their receipt of the same date as the agreement for the said Sum of Four thousand Rupees and these Defendants say the receipt was in words as in the said Agreement recited that that Sum had been paid on the date thereof and these Defendants admit that under the Circumstances and in manner hereinbefore in that behalf mentioned but not otherwise it was part of the proposed Arrangement for the Compromise as herein before mentioned that in Consideration of the grant of a new Bond to these Defendants for Six thousand Rupees and of paying down a Sum of four thousand Rupees these Defendants would give up the said Bond for the Principal Sum of Ten thousand Rupees and discontinue their aforesaid proceedings and not only pay all their own Costs of the same but would pay the Costs incurred on the part of the said Complainants as well for Defending the said Action as for the proceedings in the Equity side of this Honorable Court to the extent of One Thousand and five hundred Rupees, and these Defendants further

answering

answering deny that the Defendants through the means of the said Complainant Shurfun Nisa Begum's Agent or any other Agent whom they had bribed and corrupted as in the said Bill mentioned these Defendants denying such bribery and corruption against the said Complainant Shurfun Nisa Begum that although a new Bond was executed by the said Complainants & these Defendants for the sum of Rupees Nine Thousand and an undertaking given for payment of the sum of Rupees Four thousand in case the same would be required only as matter of form or that the said Bond or undertaking would be returned to the said Complainant Shurfun Nisa Begum when called for or that no payment would be required on account of the same or either of them or made any such or the like assurance or that they these Defendants promised that they would prepare and render to the said Complainant Shurfun Nisa Begum a true and Correct account of all Monies received by the said Chintamony in her life time on her behalf which were as in the said Bill pretended inaccounts for and likewise an account of the Jewels and other Property which by the said Bill it is pretended came to the possession of the said Chintamony on account of the said Complainant Shurfun Nisa Begum or that these Defendants did also promise that they would pay such pretended balance as in the said Bill mentioned and deliver over such Jewels and

Property to the said Complainant Shurfun Nisa Begum as soon as an accurate account and list of the same was prepared but or that so much of the said pretended Arrangement as is last mentioned was to be a private understanding or otherwise between the said Complainants and these Defendants or that it was stipulated that the same was not to be acted on in writing And these Defendants further Answering deny it to be true that Confiding or believing in the assurances of their said Agent as in the said Bill mentioned the Complainants became parties to a certain Memorandum in purporting to contain the terms of the proposal of Compromise save only such parts as it is pretended by the said Bill were to remain in secret And these Defendants deny that any such Memorandum in writing as in the Bill mentioned was entered into by the said Complainants under the Circumstances in the Bill mentioned but they admit that under the Circumstances hereinbefore in that behalf mentioned and not otherwise a Memorandum in Writing was entered into by the said Complainants And that such Memorandum was to the effect in the said Bill in that behalf mentioned Commencing with the words "Memorandum of Compromise" And these Defendants further answering admit that under the Circumstances hereinbefore mentioned but not otherwise or under the Circumstances in the said Bill mentioned no Money whatever was paid by the Complainants

25th June 1834

Complainants or on their account on the said occasion in the said Bill in that behalf mentioned and that same as aforesaid these Defendants were demanded payment of the same. And these Defendants admit that under the Circumstances herein before mentioned but not in part performance of such secret understanding as in the said Bill is untruly set forth they these Defendants made and executed a Receipt in writing to the said Complainants for the sum of Rupees Four Thousand and delivered the same to the said Treasury for or in trust for the said Complainants but whether the same is now in the possession of the said Complainants these Defendants do not know nor do they know tho' they believe the fact to be that such receipt is to the effect in the said Bill in that behalf mentioned but as they kept and have no copy thereof they crave for greater Certainty to refer thereto when produced and proved. And these Defendants say that on the said Memorandum of Compromise being delivered to Mr. Gordon these Defendants late Solicitor the Defendants signed their assent at the foot thereof and that the said Mr. Gordon on the said Thirtieth day of March last forwarded a copy thereof with a Letter to Mr. Baillie the said Complainants Solicitor bearing date the Thirtieth day of March last and which these Defendants believe was only received by the said Mr. Baillie and which Letter was in the words and figures or to the purport and effect following that is to say.

My Dear Sir.

895.

We wish to have the pleasure to send you a Copy of the Minutes of Compromise entered into by your Clients Sharfun Nissa Begum and Abdul Aziz Khan Bahadur with my Clients Ramasawmy Mandelly and V. Venkatadry Pillay Executors of C. Moodr. at the Execution of which by the Begum and her husband I understand your Dubash Treasury Chitty was present the Original Minutes are now in my possession but they may if you think proper and will so express your wish be placed in the hands of the Registrar or his Deputy for the benefit of both Parties till the ulterior Arrangement are Completed, send me if you please your undertaking to dismiss the Bill without Costs upon my Consent and the Consent of Mr. Innes for M. Ramasawmy and to withdraw the Criminal proceedings when I will immediately Countermand the Notice of Trial and withdraw the Record of the Action at Law.—

The Parties must of course afterwards execute mutual releases to each other.—

Yours very truly
C. P. Gordon.

Esplanade
30th March 1833

To
J. J. Baillie Esqre

But for greater Certainty these Defendants crave Leave to refer to the said Memorandum of Compromise when produced and these Defendants say that upon

the said Mr. Baillie giving the undertaking called for and on or about the first day of April last notice notice of the Pend of the said Action was Countermanded and these Defendants say that afterwards the said Mr. Gordon in Communication with the said Mr. Baillie prepared drafts of the Release and also the Bond for Six Thousand Rupees in the said Bill mentioned and forwarded Copies thereof to the said Mr. Baillie for his perusal and approval on behalf of the said Complainants and who accordingly did so having first made certain alterations in the Copy draft of the said Bond and that the Engrossment of such Bond and Release was sent by the said Mr. Gordon on the first day of May last to the said Mr. Baillie that he might get the same executed by the said Complainants, And these Defendants say that the said Complainants refused as these Defendants have been informed and believe to Execute the said Bond and the General Release until the said Bond of the Tenth of October one thousand Eight hundred and Eighteen should be delivered up to them and that such Bond of the Tenth of October one thousand Eight hundred and Eighteen was accordingly delivered up to the said Complainants and that the said Complainants on the Twentieth day June last one executed

by the said Complainants in the presence of their said late Solicitor Mr. Baillie who also attests the Execution thereof and after the same had been respectively explained to them by the Hindoostanee or Persian Sworn Interpreter of this Honorable Court and these Defendants further answering admit that the said Complainants wherein before mentioned made and executed a Bond or Obligation in writing bearing date the Twentieth day June one thousand Eight hundred and thirty three in favor of these Defendants for the sum of Twelve thousand Rupees Conditioned for the payment of Six thousand Rupees by Monthly ~~payments~~ Instalment of One Hundred Rupees with Interest at Four per Cent per Annum but these Defendants deny that such Bond was executed under the Circumstances in the said Bill in that behalf mentioned or otherwise than under the Circumstances and as hereinbefore in that behalf mentioned And these Defendants further answering admit that the said Complainant received the Original of the said Bond of the Tenth of October one thousand Eight hundred and Eighteen and also under the Circumstances hereinbefore in that behalf mentioned these Defendants receipt for Four thousand Rupees and that after the same was received by them the said Complainants also executed a certain Release in the English Language which is to the purport and effect in the said Bill

in

the said Mr. Baillie giving the undertaking called for and on or about the first day of April last notice notice of the Trial of the said Action was countermanded and these Defendants say that afterwards the said Mr. Gordon in communication with the said Mr. Baillie prepared drafts of the Release and also the Bond for Six Thousand Rupees in the said Bill mentioned and forwarded Copies thereof to the said Mr. Baillie for his perusal and approval on behalf of the said Complainants and who accordingly did so having first made certain alterations in the Copy draft of the said Bond and that the Engrossment of such Bond and Release was sent by the said Mr. Gordon on the first day of May last to the said Mr. Baillie that he might get the same executed by the said Complainants, and these Defendants say that the said Complainants refused as these Defendants have been informed and believe to execute the said Bond and the General release until the said Bond of the Tenth of October one thousand Eight hundred and Eighteen should be cancelled up to them and that such Bond of the Tenth of October one thousand Eight hundred and Eighteen was accordingly delivered up to the said Complainants and that the said Complainants on the Twentieth day June last were executed

by the said Complainants in the presence of this said Late Solicitor Mr. Baillie who also attests the Execution thereof and after the same had been respectively explained to them by the Hindoostanee or Persian Sworn Interpreter of this Honorable Court and these Defendants further answering admit that the said Complainants received the Original of the said Bond of the Tenth of October one thousand Eight hundred and Eighteen and also under the Circumstances hereinbefore in that behalf mentioned these Defendants receipt for Four thousand Rupees and that after the same was received by them the said Complainants also executed a Certain Release in the English Language which is to the purport and effect in the said Bill

by the said Complainants in the presence of this said Late Solicitor Mr. Baillie who also attests the Execution thereof and after the same had been respectively explained to them by the Hindoostanee or Persian Sworn Interpreter of this Honorable Court and these Defendants further answering admit that the said Complainants received the Original of the said Bond of the Tenth of October one thousand Eight hundred and Eighteen and also under the Circumstances hereinbefore in that behalf mentioned these Defendants receipt for Four thousand Rupees and that after the same was received by them the said Complainants also executed a Certain Release in the English Language which is to the purport and effect in the said Bill

by the said Complainants in the presence of this said Late Solicitor Mr. Baillie who also attests the Execution thereof and after the same had been respectively explained to them by the Hindoostanee or Persian Sworn Interpreter of this Honorable Court and these Defendants further answering admit that the said Complainants received the Original of the said Bond of the Tenth of October one thousand Eight hundred and Eighteen and also under the Circumstances hereinbefore in that behalf mentioned these Defendants receipt for Four thousand Rupees and that after the same was received by them the said Complainants also executed a Certain Release in the English Language which is to the purport and effect in the said Bill

by the said Complainants in the presence of this said Late Solicitor Mr. Baillie who also attests the Execution thereof and after the same had been respectively explained to them by the Hindoostanee or Persian Sworn Interpreter of this Honorable Court and these Defendants further answering admit that the said Complainants received the Original of the said Bond of the Tenth of October one thousand Eight hundred and Eighteen and also under the Circumstances hereinbefore in that behalf mentioned these Defendants receipt for Four thousand Rupees and that after the same was received by them the said Complainants also executed a Certain Release in the English Language which is to the purport and effect in the said Bill

in that behalf mentioned but which these Defendants for greater Certainty crave leave to refer and that such last mentioned release is now in the possession or power of these Defendants and these Defendants say that although it is provided by the said Instrument or Release that the parties thereto had mutually agreed to make and execute to each other a General Release in manner and to the effect therein contained these Defendants never executed tho' they were at all times ready and willing so to have done and that the Complainants never received any such General Release or any other Release from these Defendants but they submit that the delivery to the said Complainants of the said Bond of the said Bond of the Tenth October One thousand Eight Hundred and Eighteen and of the Memorandum of Compromise and the discontinuance of their said action was equivalent to a release from these Defendants and these Defendants believe that it was no Object with the said Complainants or advantage to them to have any other nor did they in fact require any of these Defendants and these Defendants further answering say that although they admit that the said Instrument of Release so executed by the said Complainants but which they say was so executed under the Circumstances in the said Bill in that behalf mentioned was prepared by

Solicitor of these Defendants yet that the same was submitted to the Complainants then Solicitor for perusal and approval on the behalf of the Complainants before it was engrossed and was approved of by him on their behalf and these Defendants say that the said Release did recite and state that the said suit at Law in the said Release mentioned had been discontinued and the said Bill in Equity had been dismissed without Costs yet these Defendants say that such Recital or Statement was introduced as Corresponding with the Terms of the Order of this Court under which the said action was discontinued and the Bill in Equity dismissed and these Defendants further answering admit that they had to pay and did pay their own Costs and as Agreed upon under the Circumstances hereinbefore mentioned had to pay or did pay one thousand and five Hundred Rupees for the said Complainants' Costs but these Defendants did not pay the Costs of the said suit as in any other and these Defendants denying that any assurances were conveyed by them thro' the means of the said Native Agent as in the Bill mentioned admit that they never delivered to the said Complainant Shurfun Nissa Begum any Receipt of any Monies untruly pretended in the said Bill to have been received by the

the said Chinnatomby on her behalf in his life time nor have these Defendants rendered any List or account of Jewels Jewels or Ornaments or of Looking Glasses or Ivory Bureaus in the said Bill mentioned nor have these Defendants paid to the said Complainant Shurfun Nisa Begum any Money or delivered any Jewels or other Property in respect of the same And these Defendants admit that they have not delivered up to the said Complainant Shurfun Nisa Begum the said Bond for Six thousand Rupees and they deny that the Complainants executed the same in the belief that the same was mere matter of form and would never be enforced but on the Contrary thereof when the first ~~instalment~~ became due these Defendants sent a receipt for the same to the Complainant Shurfun Nisa Begum and that she promised to pay the same and that having neglected so to do they caused a Letter of Demand for the same under date the Twenty Sixth day of July last to be drawn and sent to them by Mr. Innes one of the Attornies of this Honorable Court and which these Defendants believe was duly received by them but these Defendants say that the said Complainants returned no answer to such Letter And these Defendants

further answering say they deny to the best of their information and belief that the said Bond of the Tenth of October one thousand Eight hundred and Eighteen is a Forgery but they admit to the best of their belief that the body thereof or so much of the same as is in writing and is not printed (except the Signatures) is in the handwriting of the said Chinnatomby and they deny that the Signatures of the Parties purporting to be the Executing parties to the same are Forgeries or Forged and fabricated Signatures or that the Signature of the person purporting to be the attesting Witness to the Execution thereof is likewise a Forgery And these Defendants further answering say they do not believe that the said Complainant Shurfun Nisa Begum has lately discovered or that she was before to suspect and believe and they deny that the fact is that the Memorandum or assignment indorsed on the said Bond whereby the same is assigned over to the said Chinnatomby Mudelliar although bearing date in the life time of the said Chinnatomby namely on the Fifteenth day of February one thousand Eight hundred and Thirty two was not prepared or executed, and these Defendants further answering say that they promised to deliver up the said Bond for Six thousand Rupees as in the said Bill mentioned

and

of One Hundred Rupees and Interest is a good valid and subsisting
Bond and that the same was executed for a valuable and
sufficient Consideration and that the said Complainants
received a valuable and sufficient Consideration for the
same as hereinbefore mentioned and these Defendants
deny that the said last mentioned Bond was obtained from
the Complainants fraudulently and under the Circumstan-
ces in the said Bill in that behalf set forth or otherwise
than as is hereinbefore mentioned And these Defendants
submit that the delivery up of the said Bond for the principal
Sum of Six thousand Rupees and Interest at Twelve per
Cent per Annum dated the Tenth day of October One
thousand Eight hundred and Eighteen as herein mentioned
and the deduction of the arrears of Interest due thereon
and the delivery of the said receipt of these Defendants
for Rupees Four thousand without any payment by the said
Complainants as hereinbefore mentioned and the payment
by these Defendants of such Costs as hereinbefore
mentioned and the discontinuance of their said Suit in manner
aforesaid the delivery of the said receipt of these Defendants
for Rupees Four thousand without any payment by the said
Complainants as herein

And these Defendants say that to the best of their Information
and belief the said Bond of the Tenth of October One thousand
Eight hundred and Eighteen was executed by the Complainants and
that the Signatures affixed thereto purporting to be the
Signatures of the said Complainants are not forged and
fabricated but are the genuine Signatures of the said
Complainants and were written by them respectively and that the
said Complainant Shurfun Nisa Begum is able to write
and Sign her name And these Defendants say to the best of
their Information and belief that to all documents
requiring to be authenticated by the Complainant she does
not affix her Seal only or merely tho' they believe she
does so to some of such documents and these Defendants
admit that to the Bond for Six thousand Rupees to the
said Instrument of Release and to the said Memorandum
of Compromise executed by the said Complainant Shurfun
Nisa Begum she has merely affixed her Seal and these
Defendants say that altho' they insist that the said
Signature to the said Bond of the Tenth of October One
thousand Eight hundred and Eighteen is the genuine
Signature of the said Complainants Shurfun Nisa Begum they

and they admit they have lately brought an Action thereon on the Plea side of this Honorable Court against the Complainants for which the said Complainants have appeared and pleaded but these Defendants believe they are not in a Situation yet to Try the said Action these Defendants not having replied to the said Plea and these Defendants further Answering deny that the Complainants have lately discovered that in the negociations and Compromise between the said Complainants and these Defendants these Defendants have committed gross or any frauds on them and these Defendants say that they or either of them have given or promised to the Agent of the Complainants or either of them the sum of Seven Hundred Rupees or any sum of Money in Order to Corrupt him and as an inducement to him to procure on the said Complainants to agree to the fraudulent Arrangement in the said Bill in that behalf falsely set forth or that the same was given or promised with any other view or object to or on account of such Agent or that these Defendants have also paid a further sum of Money to and Amongst the said Agent and two other persons one of whom in the said Bill is stated to have been employed as a Dubash in the Office

of the Complainants late Solicitor and the other as now employed in one of the Offices of this Honorable Court or that any such payments were made fraudulently for the purpose of carrying the fraudulent Arrangement in the said Bill mentioned into effect and these Defendants deny that upon making such pretended discovery as in the said Bill in that behalf is set forth the said Complainants by themselves and their Agents applied to the Defendants to discontinue the said proceedings at Law and to deliver up the said Bond for Six thousand Rupees and the said Instrument of Release to be cancelled and to account with the Complainants for the Monies and Deeds by the Bill untruly pretended to have been received by the said Nimatomby in his Life time on her Account and to pay and deliver to her or to her upon such Accounting should appear to be due and owing or any such application came and except a Letter addressed and sent to these Defendants by the Complainants Solicitor shortly before the filing of the said Bill and bearing date the Eleventh of November last and these Defendants further Answering say and submit that the said Bond for the said principal sum of Six thousand Rupees in favor of these Defendants payable by Monthly Instalments

27th June 1826

of One Hundred Rupees and Interest in a good valid and satisfactory
Bond and that the same was executed for a valuable and
sufficient Consideration and that the said Complainants
received a valuable and sufficient Consideration for the
same as hereinbefore mentioned and these Defendants
deny that the said last mentioned Bond was obtained from
the Complainants fraudulently and under the Circumstan-
-ces in the said Bill in that behalf set forth or otherwise
than as is hereinbefore mentioned And these Defendants
submit that the delivery up of the said Bond for the principal
Sum of Ten thousand Rupees and Interest at Twelve pr
Cent per Annum dated the Tenth day of October One
thousand Eight hundred and Eighteen as herein mentioned
and the reinstatement of the arrears of Interest due thereon
and the delivery of the said receipt of these Defendants
for Rupees Four thousand without any payment by the said
Complainants as hereinbefore mentioned and the payment
by these Defendants of such Costs as hereinbefore
mentioned and the discontinuance of their said Action on
the said last mentioned Bond are a sufficient Consideration
in Law to support the said Bond for Six th

And these Defendants say that to the best of their Information
and belief the said Bond of the Tenth of October one thousand
Eight hundred and Eighteen was executed by the Complainants and
that the Signatures affixed thereto purporting to be the
Signatures of the said Complainants are not forged and
fabricated but are the genuine Signatures of the said
Complainants and were written by them respectively and that the
said Complainant Khurjun Nisa Begum is able to write
and Sign her name And these Defendants say to the best of
their Information and belief that to all documents
requiring to be Authenticated by the Complainant she does
not affix her Seal only or merely tho' they believe she
does so to some of such documents and these Defendants
admit that to the Bond for Six thousand Rupees to the
said Instrument of Release and to the said Memorandum
of Compromise executed by the said Complainant Khurjun
Nisa Begum she has merely affixed her Seal And these
Defendants say that altho' they insist that the said
Signature to the said Bond of the Tenth of October One
thousand Eight hundred and Eighteen is the genuine
Signature of the said Complainants Khurjun Nisa Begum

these Defendants are unable to set forth same as herein before
in that behalf is mentioned when and where or on what
occasion or in whose presence the same was subscribed
or any other particulars concerning the same or whether
in fact she ever or any other or what occasion wrote or
subscribed her name or signature to any other paper or
instrument in writing or when where in whose presence
on what occasion or any particulars concerning the
same but these Defendants say they have been informed
by Razeen Ally Khan Bahadar and Hyder Hawaz Bahadar
who now are or lately were residing in Trichinopoly
and these Defendants believe it to be true that the said
Razeen Ally Khan Bahadar and Hyder Hawaz Khan
Bahadar have severally often seen the Signature of the
said Complainant Khursun Nisa Begum & many papers
and these Defendants have also been informed by one Ameer
Sahiba and one Zemeyah Sahiba and these Defendants
believe it to be true that they the said Zemeyah
Sahiba and Ameer Sahiba have severally also seen
her write as well as read and these Defendants say that

altho' they believe and admit that it is very unusual for Mahomedan
Females of the Complainants rank and station in life to be able to
write or Sign their names yet they say they have been informed
and believe that the said Complainant Khursun Nisa
Begum is able to write and Sign her name and these
Defendants deny to the best of their information and belief
that the Signature to the said Bond of the Tenth of October
One thousand Eight hundred and Eighteen purporting to be
the Signature of the said Complainant Abdul Hey
Khan is a forged and fabricated Signature but they
that the same was written by him and these Defendants
say that altho' they do insist that the same was written by
him they are unable to set forth as to their information
belief or otherwise except as is hereinafter mentioned when
where upon what occasion and in whose presence the
same was so written and subscribed or the particulars
concerning the same and these Defendants admit that the
said Bond was in the English Language with which they
believe the Complainants are unacquainted but they
believe that the same was read over and interpreted or
explained

Explained to them and these Defendants say that to the best of their Information and belief the Complainant Shurfun Nissa Begum received a full Consideration for the said Bond of the Tenth of October one thousand Eight Hundred and Eighteen and these Defendants say they have been Informed by Saccara Mandeliar the Brother of the said Chinnatomby and believe it to be true that the said Bond of the Tenth of October one thousand Eight Hundred and Eighteen was executed at or about the time of the date thereof in an Upstair Room of the House of the said Chinnatomby in the Black Town of Madras and that the said Complainants and the said Chinnatomby Moodeliar Appasawmy Moodeliar and Saccara Moodeliar were present and that the said Chinnatomby explained the said Bond to the said Complainants in the Hindostanee Language and that the said Complainant Shurfun Nissa Begum took her Seal which was in the form of a Ring out of a small Box which also contained some Ink or paste with which the Seal was then covered and the seal so covered was impressed on the said Bond by the said Complainants Shurfun Nissa Begum

herself and that she then wrote her name opposite the Seal and that the said other Complainant Abdul Aziz Khan then Signed his name to the said Bond and put one of his Fingers on the same Seal by direction of the said Chinnatomby and that after the said Bond was so Executed Five Gunny Bags containing Arcot Rupees were taken out of the Room by the Servants of the said Complainant Abdul Aziz Khan and put in his Carriage and that the said Chinnatomby also delivered some Bank Notes to the said Complainant Shurfun Nissa Begum and that the said Bond was taken in the name of the said Annasawmy on account of the said Chinnatomby having transactions with the Nabob and these Defendants say that otherwise than as aforesaid they are unable to answer or set forth as to their belief or otherwise a particular account of the Execution or Consideration of the said Bond of the Tenth of October One thousand Eight Hundred and Eighteen or by whom and to whom such Consideration was paid and the Amount thereof and when where and in whose presence the same was paid or the said

Bond

Bond was executed and what hath become of such person or persons or any particulars Concerning the same save as hereinbefore mentioned and that the said Complainants and Saccara Mwadellior are living within the limits of Calicut and the said Chinnatomby and Appadauny are dead and these Defendants Answering say they do not know and cannot set forth as to their belief or otherwise whether the said Complainants or either of them was arrested or on what occasion or in any and what manner whether in writing or otherwise or what cause any occasions or instructions and from whom for preparing the said Bond of the Tenth of October one thousand Eight hundred and Eighteen or declare any intention of making such writing or Bond or how they the said Complainants or either of them expressed themselves himself or herself relating thereto or in what particular Language and these Defendants say that such Instructions are not in their or either of their possession nor do they or either of them know in whose handwriting such instructions are or is or whether the same now are nor can these Defendants set forth

as to their belief or otherwise set forth the particulars of such direction or directions as were not in writing or the reason why the same were not given in writing or whether the said Bond was ~~not~~ agreeable to such Instructions or did or did not in some or what manner differ or vary therefrom or for what reasons or whether any draft or Copy of the Tenth of October one thousand Eight hundred and Eighteen was delivered to the said Complainants or either of them or any person on their behalf at any time or how long before the Execution or Signing thereof or why not or Cause as aforesaid whether the said Instrument or Bond was read over by the Complainants or by either of them or by any or what person or persons on their behalf or whether or not truly in their or either of their hearing any or how long time before or at the time of Executing or Signing the same or in what particular language the the same was read over or explained to them or what has become of the person who so read or explained the said Bond to the Complainants or either of them or whether any or what information or representation was then or at any and what time before given or made to the said Complainants or where or by whom in whose presence

with respect to the nature and Contents and effect of such Bond or Instrument in writing or any particulars of such Information or representation or whether each and every or any and what particulars thereof was or were wholly or in any and what respect true or false or whether at the time of signing the said Instrument or Bond the said Complainants by any or what means knew or understood the operation nature or purport thereof or whether they did then understand or apprehend the same to be some or what purport or Effect different from what the same really was but these Defendants believe that the Complainants did sign or execute the same when they had known and been apprised as aforesaid of the real purport tenor and Contents thereof and these Defendants say they have been informed and believe that at the time of the execution of the said Bond or Instrument the said Chinnatomby and not the said Annasawmy Mandelliar did pay as aforesaid the Money therein Mentioned as or for the Consideration for their Executing or Signing the same but these Defendants say that same as aforesaid they are unable to answer or set forth whether the said Complainants or either and which of them did really and bona fide receive any and what other Consideration for the same or the real particulars of such Consideration or of what the same and every part thereof Consisted or how or in what manner or when or where the same and every or any part thereof was paid given or received and these Defendants deny to the best of their belief that the Complainants never were in want of pecuniary assistance and they say they do not believe or admit that at the time the said Bond purports to bear date the said Chinnatomby had in his possession a very large sum of Money Amounting to the sum of Twenty Thousand Rupees or thereabouts or any other sum belonging to the said Complainant Sheriffun Nissa Begum and these Defendants that the said Bond purported to bear date on the Tenth of October One thousand Eight hundred and Ten and was payable within Six Months from the date thereof with Interest at Twelve per Cent per Annum but these Defendants do not know and cannot set forth whether any Interest thereon was ever paid by the said Complainants or either of them to the said Chinnatomby in his Life time or if not why not but they say they have been informed and believe that payment of the principal and Interest was demanded on the behalf of the said Annasawmy

from the said Complainants in the life time of the said Chinnatomby and these Defendants say that after his death such demands as well of the principal as of the Interest was as aforesaid made by these Defendants after the death of the said Chinnatomby though no such Interest was ever paid to them and these Defendants say they believe that on the Tenth day of February in the Year One thousand Eight Hundred and Twenty Seven the Interest due on the said Bond amounted to a sum equal to the principal thereof but whether according to English Law such Bond or the principal of such Bond thereupon ceased to bear Interest these Defendants submit as a question of Law but whether the said Chinnatomby was well aware thereof or otherwise or would have allowed so large a sum as Twenty Thousand Rupees to remain in his hands unemployed and unproductive of Interest these Defendants do not know and these Defendants say they do not know whether the said Chinnatomby would either have insisted in payment of the Interest due on the said Bond or have demanded payment of the principal and Interest thereof or have required a new Security for the aggregate amount

of the principal and Interest due on the said Bond such new Security also to bear Interest And these Defendants further answering say they do not know whether the said Chinnatomby in his life time ever or did or the said Annasawmy ever did or any person on their or either of their behalf ever or when demand Call upon or require payment of the said principal Money or any part thereof or the delivery of any new Security for the same or any part thereof from the said Complainants or from either of them or whether any demand in respect of the said Bond was ever made in the life time of the said Chinnatomby, but these Defendants say they have been informed by the said Saccara Moodelliar and believe that one Purader Ramiah was sent by the said Chinnatomby to the House of the said Complainant Shurfun Nissa Begum to demand payment of the said Bond and Interest on account of the said Annasawmy, and these Defendants that until the aforesaid Letter of the said Mr Charles Philip Gordon in the said Bill mentioned and set forth bearing date the Seventh day of January One thousand Eight hundred and Thirty Three no such demand was made by these Defendants and these Defendants submit

submit that if such neglect and omission as in the Bill
mentioned to make such demand did occur but which
these Defendants do not admit that the same or the
Circumstance set forth in the Bill the truth of which
Circumstances these Defendants as aforesaid deny do not
clearly evidence that the said Bond is a forged and fraudulent
Instrument and of no validity in the Law and these
Defendants say they do not give out and pretend that the
acquaintance of the said Chinnatomby with the Complainant
Shurfun Nissa Begum was a very slight nature and
Consisted merely in the said Chinnatomby having lent
and advanced a sum of Money to the said Complainant
Shurfun Nissa Begum in Consideration whereof
the said Bond of the Tenth of October One thousand
Eight hundred and Eighteen was made and executed
and these Defendants further answering deny to the
best of their Information and belief that the said
Chinnatomby ever received any Money for from or on
account of the said Complainant Shurfun Nissa
Begum and never in any instance acted as her Agent or

Chomastah or that besides the occasions in the said Bill in
that behalf set forth the said Complainant Shurfun Nissa
Begum some time in or about the year One thousand Eight
Hundred and Ten delivered to the said Chinnatomby as her Agent
and Chomastah the sum of Fourteen thousand Rupees with
Instructions to purchase certain Ground and to erect a House
thereon or that he therewith purchased certain Ground and
erected a House thereon as a Residence for the said Complainant
Shurfun Nissa Begum or that the said Chinnatomby
acting under such instructions with some Money or some
part thereof purchased some Ground situate at Royapettah
and thereon erected a House for the said Complainant Shurfun
Nissa Begum in which she usually resides in or that the
said Chinnatomby acting as the Chomastah of the said
Complainant Shurfun Nissa she allowed to receive the
Title Deeds of the said last mentioned premises or that the
Title Deeds were allowed to remain in his charge or
Custody until the Month of February One thousand
Eight Hundred and Thirty Two or that at or about such
last mentioned period upon making enquiries regarding

the

the said Title Deeds the said Complainant ~~the said~~ Shumsun Nisa Begum discovered that instead of the same being in the name and favor of the said Complainant Shumsun Nisa Begum the said Chinnatomby had fraudulently contrived & caused them prepared in favor of his Brother in Law Appasawmy Mauorthiar deceased whose name appears subscribed as a Witness to the Execution by the said Complainants of the said Bond in favor of the said Annasawmy Maudelly who these Defendants say was not a Brother in Law or a near Relation or Connection of the said Chinnatomby deceased further or otherwise than that the said Annasawmy married a Sister of the said Appasawmy Maudeliar the Brother in Law of the said Chinnatomby but these Defendants do not know or believe that the said Annasawmy was employed in the Service of the said Chinnatomby upon a Salary of Two Pagodas per Mensem and these Defendants further Answering deny to the best of their belief that the said Complainants upon being so informed insisted on the said Chinnatomby having the said House and Premises and the Title Deed thereof transferred into the name and favor of the said Complainant Shumsun Nisa Begum and these Defendants deny that they or either of them assisted to conduct the affairs of the said Chinnatomby during his life time though this Defendant Vencatadry admits that he did during the Twelve Months or thereabouts which preceded the death of the said Chinnatomby assisted to conduct many of his affairs but this Defendant Vendalore Venoadary for himself saith that he denies that he and these other Defendant or that he this Defendant Vencatadry Pillay as in the said Bill mentioned by the direction of the said Chinnatomby procured the Title Deeds in the said Bill in that behalf mentioned to be transferred and assigned over and delivered to the said Complainant and this Defendant Ramasawmy denies that he assisted the said Chinnatomby in any manner therein and these Defendants further answering deny that the said Bond of the Tenth of October One thousand Eight Hundred and Eighteen is a forged and fabricated Instrument and they admit that the execution of the same was attested by only one Person and that such attestation purports to be the Signature of one Alyday Appasawmy Maudeliar

Mudeliar who was the Brother-in-Law of the said Chinnatomby and who died in the Month of July one Thousand Eight Hundred and Twenty four and these Defendants say they do not believe that such last-mentioned Signature is apparently not a Genuine Signature or that the same was written at different times but these Defendants cannot say nor remember whether though they do not believe that some part of such Signature was written with Ink of different Colour from the other part of the same and these Defendants believe that such Signature is a genuine Signature and made by the said Appasawmy when the said Bond was Executed And these Defendants admit that the Body of the said Bond was written by the said Chinnatomby himself it appearing to be in his Handwriting except the Signature and such parts thereof as appear to have been printed And these Defendants further Answering admit that the said Chinnatomby was for many Years employed as a Law Dubash by several professional Gentlemen Attornies practising in this Honorable Court but no Letter by Barristers these Defendants do not Know though they believe

believe he was in the Service of or employed by a Gentleman who was formerly a Barrister practising in this Honorable Court but whether he was well acquainted with the English Law and Rules of Evidence but these Defendants believe the said Chinnatomby knew that in proving the Execution of a Bond having subscribed to it as attesting witnesses the Names or Signatures of persons who were dead it would be sufficient to prove the death of such persons and their Handwriting but these Defendants deny that therefore or at all the said Chinnatomby procured & written at the Attestation of such Bond the Signature or pretended Signature of a Dead Person or that the same was so affixed to prevent a disclosure of the Circumstances which took place on the Execution of the same, and these Defendants say that the Memorandum or Assignment from the said Mylay Annasawmy Mudeliar to the said Chinnatomby bearing date in February One thousand Eight hundred and Thirty two, in the Life time of the said Chinnatomby Indorsed on the said Bond was not made or executed after his death for these Defendants say that when the said Bond

Came

came to their possession such indorsement was thereon, And these Defendants say they have been informed by one Arcot Veerabadra Moodelliar and believe it to be true that he was present when the said Annasawmy Signed his name to the writing or Assignment written on the back of the said Bond and that the same was so signed about Two or Three Months before the death of the said Chinnatomby in his House in the Black Town of Madras and that before it was Signed the said Chinnatomby directed the said Veerabadra who was then in his employ as a Bill Collector to fetch the Bond of the said Complainant Thurfun Bibja Begum which he did and on which there was then a Writing on the back thereof which the said Chinnatomby explained to the said Annasawmy before he Signed the same and from which explanation the said Veerabadra understood it to be an assignment of the said Bond from the said Annasawmy to the said Chinnatomby And these Defendants admit that although there is an attestation indorsed on the said Bond for the names or Signatures of Witnesses to the

due execution of the said Assignment by the said Annasawmy no Witnesses name is attached thereto but these Defendants deny that the same was purposely omitted by these Defendants in order to avoid a discovery as to the time and Circumstances of executing the same or otherwise, or at all, and these Defendants say that to the best of their Information and belief the said Memorandum was written and endorsed on the said Bond on the said Fourteenth February One Thousand Eight Hundred and Thirty Two and the Signature to such Memorandum by the said Annasawmy and the body of such Memorandum it self written or apparently written by one John Pillow but these Defendants say they cannot as to their Information belief or otherwise set forth otherwise than as aforesaid when or by whom or under what Circumstances such Memorandum was written or endorsed on the said Bond or when where or in whose presence the same was signed by the said Annasawmy or any particulars concerning the same or why the said Memorandum bears date in February One thousand Eight Hundred and Thirty Two And these Defendants say

say that though the said Bond was a Genuine and Valid Bond these Defendants did insist on receiving the full amount of Principal and Interest due thereon the Interest thereof Amounting to a Sum equal to the principal of the said Bond though they admit that under the Circumstances hereinbefore mentioned they relinquished such Interest and these Defendants deny to the best of their information and belief that the said Chinnatomby between the Month of May in the Year One Thousand Eight Hundred and Fourteen and the Month of March in the Year One Thousand Eight Hundred and Twenty Nine received from the Paymaster of Stipends the Pension or Monthly Sum of Four Hundred and Sixteen Rupees and Ten Annas allowed to the said Complainant Shurfun Nissa Begum as one of the Daughters of his Highness the late Nabob Wallajah of the Carnatic or that on account thereof the said Chinnatomby retained in his possession to accumulate for the benefit of the said Complainant Shurfun Nissa Begum the Monthly Sum of Four Hundred Rupees or any other Sum or that the

the said Chinnatomby in his life time and at or about the times mentioned in the Schedule A annexed to the said Bill received and retained in his possession in trust for and on account of the said Complainant Shurfun Nissa Begum the several Sums of Money therein specified Amounting in the whole to the principal Sum of Fifty five thousand four hundred and Sixty five Rupees or any Sum of Money or that any Interest would accrue in respect of any such Sum or that the said Chinnatomby made any such a Summary of the Amount of any such Interest as in the said Bill is untruly alledged or that the said Chinnatomby had in his possession at the time of his death belonging to the Complainant Shurfun Nissa Begum the several Jewels and Jewels Ornaments Looking Glasses and Bureaus enumerated in the Schedule marked B to the said Bill Annexed or any or either of them or that some or any or either of such Jewels Looking Glasses and Bureaus were seen in his possession shortly before his death and these Defendants deny that after his death the same or any or either of them have come into the possession of

of these Defendants as his Executors and these
Defendants say that they are unable to set forth as to
their belief or otherwise whether the Toys Jewels and
other Property in the said Bill in that behalf mentioned
were or are of the value of the Sum of Twenty one
thousand two hundred and fifteen Pagodas or Seventy
Four thousand two hundred and fifty two Rupees or
of what other value and these Defendants say they
do not believe or admit that the said Chinnatomby in
his life time that is to say in the Month of July
in the Year One thousand Eight hundred and twenty five
or at any other time did receive and take into his
possession for safe Custody the said Toys Jewels and
other valuable Property belonging to the said
Complainant Shurfun Nissa Begum as in the said
Bill mentioned or any or either of them And these
Defendants further answering say they believe that
the said Chinnatomby in his life time was very
particular in all matters connected with business
of a pecuniary nature but they

habit of keeping correct Books of account in which he made
or caused to be made entries of all his pecuniary dealings and these
Defendants say they do not know and cannot set forth whether
if the said Chinnatomby had ever received any Monies on account
of the said Complainant Shurfun Nissa Begum the same
would appear by his said Books of Account but they say
that no such receipts do appear thereby and that no such
entries appear by the said Accounts and these Defendants submit
that they ought not in their Answer to be compelled to set
forth a List and description of all such account Books
and Papers kept by the said Chinnatomby in his life
time or to bring and deposit the Originals thereof into
the Registry of this Honorable Court for the inspection of
the Complainants their Solicitor and Agents or for the
purposes of this cause and these Defendants admit that
the said Book of account do not contain any entry or
entries made in the life time of the said Chinnatomby
shewing what was the Consideration of the said Bond
of the Tenth day of October One thousand Eight hundred
and Eighteen and these Defendants say that they know of

no such accounting payment or delivery as in the said
Bill charged having ever in fact taken place either in the
Life time of the said Chinnatomby or after his death and
these Defendants do not pretend that they ever obtained
any Release whatever from the said Complainants
or either of them save as is hereinbefore mentioned and these
Defendants further answering deny that the several
Joys and Jewels mentioned in the Schedule B annexed
to the said Bill numbers respectively One, Five, Eight,
Nine, that is to say a Breast plate set with Rubies and
Two strings of Pearls of the value of Two hundred
Pagodas Two Pair of Cunnaumm or Gold Hand Jewels
of the value of Two hundred and Thirty Pagodas one
Pair of Baakowa or Ear Jewels set with Pearls of the
Value of One hundred Pagodas and set of Soorsapara and
Sundarapara set with precious stones of the value of
Three hundred Pagodas or any or either of them upon the
death of the said Chinnatomby came into the possession
of these Defendants as his Executors or that after
his death these Defendants

same or any or either of them to one Wonyah Parvadie the
Daughter of the said Chinnatomby or any other Person but these
Defendants deny that the same were are or lately were in her
possession, and these Defendants further answering deny to the
best of their Information and belief that the several Joys
and Jewels specified in the said List or Schedule as Numbers
Fifteen, Eighteen, and Thirty two, that is to say One Thorny
or Head Jewels set with Diamonds and Pearls of the value
of Pagodas Two hundred and Emerald Ring of the value
of one hundred Pagodas and two Ashrafee or Gold Coin of
the value of Ten Pagodas or any or either of them were presented
by the said Chinnatomby in his life time with or without the privity
Consent or permission of the Complainants or either of them to one
Soondaram, who, these Defendants, was in the Service of
the said Chinnatomby as his Mistress or Concubine and they
deny to the best of their belief that the said Soondaram is
still or was very lately in possession of the same or any or
either of them and these Defendants deny to the best of their
belief that the Article mentioned in the said List or Schedule
Number

Number Thirty three that is to say One Scathua or Hose
Jewel made with two large Pearls of the Value of One hundred
Pagodas was alwaies by the said Chinnatomby in his life time
or that the Pearls thereof were used as Ornaments to a pair of
large Gold Rings which were usually worn by the said
Chinnatomby tho these Defendants admit that the said Chinnatomby
wore a pair of large Gold Rings set with Pearls and these
Defendants deny that upon his death the pair of large
Rings in the said Bill in that behalf mentioned came into
the possession of these Defendants his Executors tho they
admit that the said Rings worn by him as aforesaid came
to their possession And these Defendants deny to the best of their
belief that the Jewel Number Twenty Four in the said
List or Schedule mentioned that is to say One Macaracanty
Set with precious Stones of the value of One thousand Pagodas
was lent by the said Chinnatomby in his life time with or
without the Knowledge or Consent of the Complainants or either
of them to some of his Friends and these Defendants deny that
the Three large Glasses and the said Ivory Bureau mentioned
in the said List or Schedule and being Numbers Forty four and
Forty five or any or either of them were in the possession of the
said Chinnatomby at the time of his death and are now in
the possession of these Defendants his Executors but they
admit that many large Pier and other Glasses and four
Ivory Bureaus belonging to the said Chinnatomby were used
to decorate the House of the said Chinnatomby in which he
used to reside and came to the possession of these Defendants
as his Executors And these Defendants submit that the
Execution of the said Bond for Six Thousand Rupees and the
said Instrument of Release as herein before mentioned ought
to estop and bar these Complainants from requiring any such
Account from these Defendants as in the said Bill sought for
and these Defendants deny that the said Bond and Release were
obtained by the Defendants by fraud and without any valid
Consideration or under the Circumstances in the said Bill
in that behalf mentioned and set forth and they deny that they
in order to induce the Agent of the Complainants to commit
a fraud on them and to obtain the said Bond and Release
paid

paid or gave to such Agent or delivered to some third person in trust for him a larger or any sum of Money and these Defendants deny that they made and executed their Promissory Note in writing bearing date the Twenty Ninth day of March One thousand Eight hundred and Thirty three being the day on which the said Memorandum of Compromise is dated in favor of a Writer employed in one of the Offices of this Honorable Court or who was employed by these Defendants or in favor of any other person to me date with the Complainants Agent as to the terms of Compromise or that such Note was for the payment of the sum of seven Hundred Rupees or any other sum of Money And these Defendants deny that in addition to the said Note these Defendants paid to and divided between the said Writer and a Native who was employed as a Dubash in the Office of the said Complainant Shurfun Nissa Begum's late Solicitor and her Agent a sum of Two thousand Rupees or thereabouts or any other sum as a Reward or remuneration for fraudulently effecting the said Negotiation and Compromise and these Defendants submit that the Circumstances of these Defendants

obtaining from the Complainants the aforesaid Release is no evidence that the Complainants had a demand against these Defendants as Executors of the said Chinnatomby or that unless they had some demand against these Defendants the said Release was unnecessary but these Defendants say that tho' believe the said Complainants had no just demand against them as Executors as aforesaid yet these Defendants did go to the Expence of having the same prepared because the Complainants pretended by their said Bill to have a demand against them and these Defendants claim the same benefit of the said Deed of Release as if they had specially pleaded the same in bar to the discovery and relief sought by the said Complainants Bill and these Defendants deny all and all manner of unlawful Combination and Confederacy wherewith they are by the said Bill Charged without this that there is any other matter Cause or any thing in the said Complainants said Bill of Complaint contained material or necessary for these Defendants to make answer unto and not herein and hereby well and sufficiently Answered Confessed traversed and avoided or denied is true to the knowledge or belief of these

Defendants

Defendants All which matters and things these Defendants are ready and willing to aver maintain and prove as this Honorable Court shall direct and humbly pray to be hence dismissed with their reasonable Costs and Charges in this behalf most wrongfully sustained.

Ramasawmy Moodelliar

V. Vencatadry Pillay

Glo. Norton

O. Vuvash
Defendts Solr.

Sworn to at my Chambers this 17th day of January 1834 The Contents having been previously explained to the Defendants by the Court Interpreter.

Before me
Ralph Palmer

Inc

Filed 21st March 1834
M. F. D'Avt

In the Supreme Court of Judicature at Madras.

In Equity

The further joint and several Answers of Ramasawmy Moodelliar and Vendalore Venkatadry Pillay The Executors of the Last Will and Testament of Chinnatomby Moodelliar late of Madras Inhabitant deceased Defendants to the Original and Amended Bill of Complaint of Abdul Affez Khan Bahadar and Shurfun Nissa Begum Sahiba his Wife Complainants

These Defendants saving and reserving to themselves the same benefit and advantage of exception to the said Complainants said Bill of Complaint as in and by their former to the said Original Bill is saved and reserved for Answer to such and such parts of the said Original and Amended Bill as they these Defendants are advised it is material or necessary for them to make Answer unto Answering say/ he the said Defendant Ramasawmy speaking only to the best of his Information and belief that the only assurance

assurance which he this Defendant Vencatadry Pillay on the occasion of his visiting the said Complainant Shurfun Nisa Begum as in the said Bill in that behalf mentioned or on any other occasion gave the said Complainant Shurfun Nisa Begum regarding the Jewels in the said Bill mentioned and that he this Defendant Vencatadry Pillay was not aware that she had any such demand on the said Chinnatomby and that if she had any such he requested she would produce the said Chinnatomby's written vouchers for the same and that the Jewels had not come to these Defendants possession and that they could not admit such claim unless she had Chinnatomby's written Vouchers or to that or the like effect And these Defendants deny (he this Defendant Ramasawmy speaking only to the best of his Information and belief) and he this Defendant Vencatadry Pillay positively denying that save as aforesaid he this Defendant Vencatadry Pillay on the occasion of his Visiting the said Complainant Shurfun Nisa Begum as in the said Bill in that behalf mentioned or any other occasion or at all gave the said Complainant Shurfun Nisa Begum some or any assurance regarding the Jewels in the said

said Bill mentioned And this Defendant Vencatadry Pillay for himself saith he positively denies (and this Defendant Ramasawmy denies to the best of his information and belief) that at the time and on the occasion in the said Amended Bill in that behalf mentioned or at any other time or any other occasion or at all he the said Vencatadry Pillay stated that the claim which the Complainants had upon the Estate of the said Chinnatomby on account of the Joys Jewels and other Property in the said Bill in that behalf mentioned and in the Schedule to the said Bill annexed marked B specified should be adjusted and settled within Three Months from that time or at any other time And these Defendants further Answering deny that they these Defendants assured the said Complainant Shurfun Nisa Begum Sahiba that the new Bond for Six thousand Pagodas and the receipt for Four Pagodas in the Bill mentioned would be required only as matter of form and would be returned to the said Complainant Shurfun Nisa Begum when called for and that no payment would be required on account of the same or either of them or that these Defendants gave or made any or either of

of such assurances and these Defendants say that the only assurance given to the said Complainant Shurfun Nissa Begum to the Knowledge remembrance Information or belief of these Defendants was that these Defendants would deliver up to her the Bond dated Tenth day of October One thousand Eight hundred and Eighteen for Ten thousand Rupees in the said Bill mentioned and discontinue their action and proceedings in this Honorable Court thereon in the said Bill also mentioned and pay the Costs of the said Complainants to the extent of One thousand and Five hundred Rupees And these Defendants further Answering say they do not Know and cannot set forth as to their Information belief or otherwise whether same as in their former Answer is stated the said Chinnatomby in his life time or Annasawmy in the said Bill named ever did or not whether either of them ever did or whether any one on their or either of their behalf ever or when did demand Bill upon or require payment of the principal Money in the said Bill in that behalf mentioned or any part thereof or the delivery of such new Security for the same as in the said Bill in that behalf mentioned or any part thereof from the said

Complainants

Complainants or from either of them nor can these Defendants answer or set forth whether if no such demand was made why such demand was not made nor save as in their said former Answer is stated can these Defendants set forth as to their Knowledge remembrance information or belief whether any demand in respect of the said Bond in the said Bill in that behalf mentioned was ever or when or by whom or where made in the life time of the said Chinnatomby And these Defendants further answering deny to the best of their Knowledge remembrance or Information and belief that the several Jogs and Jewels specified in the List or Schedule annexed to the said Bill as Numbers Nineteen, Eighteen, and Thirty Two in the said Bill mentioned and described and Valued or some or one or any of them were or was present to the said Chinnatomby in his life time without the privity Consent or permission of the Complainants or either of them to Soondarum who these Defendants admit was in the service of the said Chinnatomby as his Mistress or Concubine or to some or any other person or otherwise And these Defendants further Answering deny that the Writer in the said Bill in that behalf mentioned and referred to was employed by these

Defendants

Defendants to mediate with the Complainant Shurfun Nissa Begum Sahiba's Agent as to the Terms of Compromise and these Defendants further Answering deny that these Defendants also or at all paid to and divided between the persons in the said Bill in that behalf referred to or some or any other persons or person and the said Agent of the said Complainant Shurfun Nissa Begum Sahiba a Sum of Two thousand Rupees as is in the said Bill in that behalf mentioned or some or any other Sum of Money And these Defendants deny that the same was given and paid or promised as a Reward or remuneration for effecting the Negociation and Compromise in the said Bill mentioned and referred to in that behalf or otherwise or that except those Defendants meant or intended to practise a fraud on the Complainants or otherwise they would have had recourse to such a pretended Corrupt mode of Settlement as is in the said Bill falsely set up And these Defendants further Answering say they cannot as to their Information belief or otherwise set forth the names of all the Persons and Servants in the Employ of the said Chinnatomby during the period in the said Amended Bill in that behalf enquired after who were intrusted by him with the receipt of Money and the Custody of

Articles of value or any or either of such persons or Servants or whether the said Chinnatomby did during such period employ any person or Servant or persons or Servants who were entrusted by him with the receipt of Money or the Custody of Articles of value or if he did so employ any such persons or Servants what became of such Servants or persons, And these Defendants further Answering deny it to be true that for the purposes in the said Bill in that behalf mentioned or for any other purposes these Defendants paid as in the said Amended Bill in that behalf mentioned paid and divided the Sum of Two thousand Rupees between four several persons in the following proportions that is to say — One Person who was or is employed as a Writer Seven hundred Rupees to a Native Writer Seven hundred to a Law Dubash or Writer Five hundred Rupees and for Witnesses One hundred Rupees or between some or any other persons or in some or any other proportions in particular And these Defendants further Answering say that when the First Instalment on the Nine Bond for Rupees Six thousand became due and on or about the Twenty first day of July One thousand Eight hundred and Sixty Three these Defendants prepared a Receipt for

1st July 1863.

for the same in the English Language and delivered it to their Bill Collector one Verrabadra Moodelly who is still in their Service and directed him to take the same to the said Complainant Shurfun Nissa Begum and request payment thereof and that the said Verrabadra afterwards and on the same day came to these Defendants and told them and which they believe to be true that he had taken the said receipt to the House of the said Complainant Shurfun Nissa Begum and that Lutchmana Sing a Peon in her Service to whom the said Verrabadra shewed and explained the said receipt went into an Inner apartment of the House and shortly afterwards returned to the said Verrabadra telling him he had been desired by the said Complainant Shurfun Nissa Begum to tell him that if these Defendants would send to her the Original Bond for Six Thousand Rupees which she had executed to these Defendants she would pay the said first Instalment and have such payment indorsed on the said Bond but that she would not pay the same on the receipt merely of these Defendants and on or about the Twenty third day of July last they again desired the said Verrabadra Moodelly to take the receipt to the said Complainant

Complainant Shurfun Nissa Begum and request payment and in case she did not pay the same to request that the instalment might be sent to her Attorney Mr Baillie that he might when he should pay the same to these Defendants indorse such payment on the Bond and these Defendants say that the said Verrabadra afterwards and on the same day returned to these Defendants and informed them and which they believe to be true that he had done as he had been desired and that the said Lutchmana to whom he had delivered such Message had after going into the Inner Apartments of the said House returned to the said Verrabadra and informed him that the said Complainant Shurfun Nissa Begum would not pay the said Instalment unless the Bond was sent to her And these Defendants further Answering say that they have been informed by the said Verrabadra and believe it to be true that the said Verrabadra did not on the occasions when he went with such Receipt or on either of those occasions see the said Complainant Shurfun Nissa Begum or hear her speak but that all his Communications with her were thro the Medium of the said Lutchmana Sing And these Defendants further Answering say that save as aforesaid they do not know or precisely that when the said Instalment

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Instalment on the new Bond for Six Thousand Rupees became
due and these Defendants sent a Receipt for the same to the said
Complainant Shurfun Nissa Begum she promised to repay the
same and these Defendants say that they sent such Receipt twice
by the said Veerabadra Moodelly in the Month of July
last as aforesaid and these Defendants say that such receipt was
written in the English Language and is in these Defendants
possession, But these Defendants say that further or
otherwise than as aforesaid they are unable to set forth who
or her or from whom or in whose presence the said Complainant
Shurfun Nissa Begum made such promise in the said
Bill mentioned and alluded to or in what Language or what
were the particular Words or expressions used by the said
Complainant Shurfun Nissa Begum or what is the situation
in Life of the person to whom she made such promise or
what is his Name or what has become of such person
or in whose employ he is now or was at such time and these
Defendants say they do not pretend that they have been
informed by Razee Ally Khan and Hyder Seway Khan
that they have frequently seen the said Complainant
Shurfun Nissa Begum write and Sign her Name but
these Defendants have been informed by them and believe
it

is to be true that they the said Razeed Ally Khan and Hyder
Seway Khan have frequently seen her Signature to Persian
Papers in the possession of her Husband the said Complainant
Abdul Aziz Khan, and these Defendants say they have been
informed by Ameer Sahiba and Zerrigah Sahiba and these
Defendants believe it to be true that they the said Ameer Sahiba
and Zerrigah Sahiba have frequently seen the said
Complainant Shurfun Nissa Begum write and Sign her Name
and these Defendants further say they have been informed by
the said Zerrigah Sahiba and believe it to be true that
she the said Zerrigah Sahiba Sahiba was one of the Dicka
Wives of His Highness the Nabob Wallajah and these
Defendants say that the said Ameer Sahiba is as these
Defendants have been informed and believe the Dicka Wife
of a Person by whom these Defendants believe she is supported
but whose name is unknown to these Defendants and who
is as these Defendants have been informed and believe in
the Service of a Mahomedan Gentleman residing at
Saint Thome whose name is also unknown to these
Defendants but who is related as these Defendants have been
informed and believe to one Moomtazel Omrah Bahadar
the

the Vizier of His Highness the Nabob-i-Mooctar and these Defendants say that the said Zerneegah Sahiba resides at Triplicane but they are unacquainted with her condition in Life or how she is supported and these Defendants say that they cannot set forth as to their Information belief or otherwise save as aforesaid whether the said Ameer Sahiba and Zerneegah Sahiba are Slaves or what are their condition in Life or how they are supported and these Defendants further answering say they have been informed by the said Zerneegah Sahiba and believe it to be true that she the said Zerneegah Sahiba knew the said Complainant Shurfun Nissa Begum from her Infancy and that the Complainant Shurfun Nissa Begum was instructed by one Munnoo Sahiba a School Mistress to Read and Write in Arabic and that she the said Zerneegah Sahiba had frequently seen the Complainant Shurfun Nissa Begum read the Alcoran and that since the Complainants Marriage she the said Zerneegah Sahiba has been in the constant habit of seeing the said Complainant Shurfun Nissa Begum and that after the Complainants Marriage the Complainants Abdal Azeez Khan taught the Complainant Shurfun Nissa Begum to read and write the Persian Language and that she the said Zerneegah Sahiba has frequently seen the said Complainant Shurfun Nissa Begum write in the Persian Language and that she used to write with

with a Wooden Pen and that when so writing the Complainant Shurfun Nissa Begum told the said Zerneega Sahiba that she was writing in Persian and the said Zerneega Sahiba further informed these Defendants and which these Defendants believe to be true that she the said Zerneega Sahiba understood Arabic but not Persian and knew from the characters of the writing of the said Complainant Shurfun Nissa Begum that such characters were not Arabic, and these Defendants say they have been informed by the said Ameer Sahiba and believe it to be true that she the said Ameer Sahiba knew the said Complainant Shurfun Nissa Begum for Twenty Years and had been in the habit of Visiting her at her House during all that time and had frequently seen the said Complainant Shurfun Nissa Begum reading the Alcoran and had also often seen her write and that the said Complainant Shurfun Nissa Begum used to write with a Collam or Wooden Pen which is Commonly used by Mahomedans And these Defendants say they do not know and have received no information save as aforesaid whereon to form a belief whether the said Zemiga Sahiba and Ameer Sahiba or either of them are or is are or whether is not [illegible] writing or otherwise and these Defendants say that

same as aforesaid these Defendants are unable to set forth as to their Information belief or otherwise whether the said Ameer Sahiba and Zernigah Sahiba or either of them ever had any opportunity of seeing the Complainant Shurfun Nissa Begum wrote or if they or either of them had any such opportunity when or where or on what occasion or in whose presence the said Ameer Sahiba and Zernigah Sahiba or either of them had any opportunity of seeing the said Complainant Shurfun Nissa Begum write and these Defendants believe it to be true that the said Razee Ally Khan and Hyder Nawaz Khan were never at any time admitted to the presence of the said Complainant Shurfun Nissa Begum and these Defendants are unable same as aforesaid to set forth as to their belief or otherwise when where or upon what particular occasion or occasions or how often or in whose presence or Company the said Razee Ally Khan and Hyder Nawaz Khan or either of them were or was admitted to the presence of the said Complainant or saw the said Complainant Shurfun Nissa Begum write and sign her name if they ever were so present and these Defendants further answering say that they trusted entirely to Mr Gordon their Solicitor and through him Mr Baillie the then Solicitor of the Complainants for the due execution of the Memorandum

of Compromise the Bond for Six Thousand Rupees and the Release in the said Bill mentioned and these Defendants say they has no reasons now having occurred to them for disputing or not responding with the Signature of the Complainant Shurfun Nissa Begum to such Memorandum of Compromise Bond or Release or for being dissatisfied or not being satisfied with her merely affixing a seal to the said Documents and these Defendants say they do not pretend that they well knew the said Complainant Shurfun Nissa Begum although they have been informed and believe she could write and that she was in the habit of subscribing her Papers and Documents in addition to affixing her Seal and these Defendants further answering admit that as in and by their former Answer is stated but not otherwise they do insist and pretend that a sufficient and bona fide Consideration was paid and given by the said Shumsutomby to the said Complainant Shurfun Nissa Begum for the said Bond of the Tenth October One thousand Eight hundred and Eighteen and that such Consideration was paid partly in Bank Notes and partly in Rupees tied up in five Gunny Bags and these Defendants say that save as in their former Answer

is stated they are unable to set forth as to their belief or otherwise whether such Bank Notes and such Rupees in Gunny Bags or otherwise or any Bank notes or any Rupees in Gunny Bags or otherwise were ever delivered to the said Complainants or either of them as the Consideration of the said Bond of the Tenth of October One thousand Eight hundred and Eighteen and these Defendants admit they are not able to Answer or set forth as to their Information belief or otherwise how much in particular of such Consideration consisted of Bank Notes and how much of Rupees in Gunny Bags and these Defendants say they make out that part of the said Consideration was paid in Bank Notes and part in Rupees in Gunny Bags by being so informed by the said Sacawa Moodeliar and they obtained such information from the said Sacawa Moodeliar at Madras on or about the Twenty fifth day of March One thousand Eight hundred and Thirty Three and by enquiries these Defendants made from the said Sacawa Moodeliar and these Defendants say that although they have been informed and believe that one Bunder Ramiah died seized of the said Chinnatomby in his life time to demand payment of the interest due on the Bond of the Tenth of October One thousand Eight

Eight hundred and Eighteen from the Complainant Shurfun Nissa Begum yet these Defendants believe and admit that the said Bunder Ramiah is an utter Stranger to the Complainant and would not be allowed to have access to her presence he being an Hindoo and she being a Mahomedan Woman of Rank but these Defendants say they have been informed and believe that the said Bunder Ramiah did demand payment of such Interest And these Defendants say that the said Bunder Ramiah is dead and that the said Bunder Ramiah obtained his Living at the time of such demand by instructing the Children of the said Chinnatomby and other Children in the Gentoo Language and these Defendants say they have been informed and believe that such demand was made about five or six Years ago to and in the presence of the Complainant Abdul Hafiz Khan upon the occasion of the said Bunder Ramiah going to the Complainants House to demand such payment from the said Complainant Shurfun Nissa Begum and that the said Bunder Ramiah also sent a Message by a Servant to the said Begum and heard what he supposed to be her Voice and that a Family Servant acquainted him he had been

Desires

desired by the said complainant Sheriffan Chifa Regum Sadeq that a settlement should take place in a few days and these Defendants say that save and except as aforesaid and as is set forth in their former Answer they these Defendants are unable to set forth as to their information belief or otherwise when where or upon occasion or in whose presence such remarks was made or how frequently or in what Language or any particulars Concerning the same And these Defendants further Answering say they admit that the said Memorandum of Assignment by indorsement was written on the said Bond of the Tenth of October One Thousand Eight Hundred and Eighteen by one Mr. Pickford but these Defendants deny that the same was so written at the request and by the Instructions of these Defendants or either of them after the death of the said Chinnatomby or at any other time and these Defendants further Answering say that such Memorandum and Signature of the said Annasawmy was indorsed thereon at the time when the said Bond first came into the possession of these Defendants and these Defendants say they do not know and cannot set forth as to their information belief or otherwise save as in their former Answer is stated

as to whether the said Memorandum and Signature of the said Annasawmy on the said last mentioned Bond were or were not seen by any Person in the life time of the said Chinnatomby or when or where it was seen by any person in his life time and these Defendants say that neither they nor either of them was present at the time the said Memorandum on the said Bond of the Tenth of October One thousand Eight Hundred and Eighteen or the said Assignment by indorsement was signed and these Defendants say they have been informed and believe that the Signature appearing thereto was in fact signed in the life time of the said Chinnatomby and not after his death and that the same was so signed about two or three Months before the said Chinnatomby's death and in House in the Black Town of Madras but these Defendants are unable to set forth more particularly when it was so signed And these Defendants deny that the same was signed after the said Bond came into the possession of these Defendants And these Defendants further say they cannot know when the same was signed further than that they have been informed as aforesaid as to that

that the same was signed two or three Months before the said Chinnatomby died and they make out the same by the information so received and these Defendants say that the Receipt for Four thousand Rupees was not made and signed and delivered by the said Teraguey on the day on which it bears date but thereby after and they positively Deny that it was signed made or delivered in part performance of the Arrangement in the said Original and Amended Bill in that behalf mentioned and these Defendants say that the said receipt was prepared and signed and delivered by the said Teraguey on the Thirtieth day of March One Thousand Eight hundred and Thirty Three in the House of the said Mr Pillow in the Black Town of Madras in the presence of these Defendants and the said Teraguey and of the said Mr Pillow and that the said was prepared by the said Mr Pillow and signed by these Defendants and was to the best of these Defendants recollection and belief delivered by this Defendant Vencatasury Pillay in particular to the said Teraguey and these Defendants say that the reason why the same bears date anterior to the making and delivery of the same was that it might form in date with the said Memorandum of Compromise

say they deny to the best of their Information and belief that the demand of the said Complainants against the Estate of the said Chinnatomby in the said Amended Bill in that behalf mentioned is true and bonâ fide and these Defendants admit they do allege that the demand of the said Complainants against the Estate of the said Chinnatomby in respect of the Joys Jewels and other Property in the said Bill in that behalf mentioned is an untrue Demand by their having no Evidence of any sort or description of the truth thereof and no part of such Joys Jewels and other property having come to these Defendants possession on the death of the said Chinnatomby and the said Chinnatomby never having mentioned any such claim to these Defendants in his life time And these Defendants submit that if the Complainants claim was true and bonâ fide they would Commence Actions on the Plea side of this Honorable Court to enforce a Satisfaction of the same. And these Defendants further answering say they admit they lately deposited with Mr Vivesh in his Character of Attorney at Law to a Person who in an Action at Law

had procured a Judgement against these Defendants as
Executors of the said Chinnatomby carrying Joys and Jewels
but these Defendants say they did not deposit any Joys or
Jewels with the said Mr. Vivecash as their Solicitor
though they admit he is their Solicitor and these Defendants
say that such Joys and Jewels were not deposited with the
said Mr. Vivecash who disposed of but take by him
delivered to the Sheriff of Madras for sale under a
Writ of Execution in the said last mentioned Action
in Case these Defendants should fail to pay to Mr.
Vivecash the sum of Six Thousand Rupees on account
of the said Judgement within Ten days from the date
of such deposit and these Defendants say that the Joys and
Jewels which they so as aforesaid delivered to the said
Mr. Vivecash belonged formerly to One Timmenelly Vencatasa
Tamber by whom such Joys and Jewels had been mortgaged
to the said Chinnatomby Mundelliar in their respective
Life times, that is to say, on or about the Eight Fourth
day of January One Thousand Eight Hundred and Thirty
Two by Deed Poll or Assignment annexed to a Bond of
that date from the said Vencatasa Tamber to the said
Chinnatomby for the sum of Fifty

and which Deed Poll and Bond are filed on the Plea Side of
this Honorable Court and to which these Defendants crave to refer
such Joys and Jewels being specified in such Deed Poll and these
Defendants say that the Joys and Jewels which they so deposited with
the said Mr. Vivecash consisted of a Putcha Coundy or Emerald
Necklace breast plate and drop a Mootro Coundy or Pearl
Necklace of Six Strings of Pearls, One large Diamond finger
Ring and a large Putcha Moorvegoe or Emerald Ear Jewel and
these Defendants say they deny that amongst the Joys and Jewels
deposited by them with the said Mr. Vivecash ever or was any
Joys and Jewels corresponding with some or any of the Joys and
Jewels mentioned in the Schedule B annexed to the said Bill
or that some or any of the Joys and Jewels deposited by these
Defendants as aforesaid with Mr. Vivecash belonged to or were the
property of the Complainant Shurfun Nissa Begum or were
deposited with her with the said Chinnatomby in his life time
and these Defendants admit that at the time of the death of the said
Chinnatomby the same were taken possession by these
Defendants and that the same except the said Necklace
of Six strings which is still in these Defendants possession
have

have been by these Defendants but not by the said Mr. Vincash disposed of and the proceeds paid and accounted for to these Defendants and these Defendants submit they ought not to be called upon to set forth the particulars thereof in their answer hereto and these Defendants further answering say that it having been part of the terms of the Compromise in the Defendants former Answer mentioned that these Defendants should pay the Costs incurred by the Complainants and although these Defendants were informed that the Costs of Mr. Baillie the Complainants Solicitor would only amount to One Thousand and Five hundred Rupees yet after the Memorandum of Compromise had been signed one Casawalon Saick the Complainants Agent in the conduct of the Compromise having informed these Defendants and which these Defendants believes to be true, that he the said Casawalon Saick had on account of the said Complainants paid these Defendants their Solicitor Mr. Gordon Five hundred and Eighty Two Rupees for his Costs of successfully opposing the Complainants Motion for an Injunction and also One hundred Rupees as an advance to Mr. Baillie

on account of the Complainants Costs and had also paid Eighteen Rupees for drawing the Complainants Case and having desired that such Sums should be repaid to him by these Defendants they these Defendants did with the view of avoiding difficulties in carrying the proposed Compromise into effect agree to pay such several Sums of money and thereupon and on the said thirtieth day of March last these Defendants made and executed their Promissory Note bearing that date for Seven Hundred Rupees in favor of one Soobrah Braminy a friend of the said Casawalon Saick and who had accompanied him when Conversing with these Defendants on the subject of the said Compromise and who was employed in one of the Offices of this Honorable Court but who was not employed by these Defendants to mediate with the Agent of the said Complainant Shirfun Nissa Begum as to the terms of Compromise And these Defendants say that the said Promissory Note was so made in favor of the said Soobrah Braminy at the request of the Casawalon and that the said Promissory Note was blank indorsed and delivered to the said Casawalon Saick who thereupon gave these Defendants his receipt for

for the same which particularize the Costs aforesaid on account of which it was given and by whom when it became due it was delivered to Mr. Crampton to demand payment of the same from these Defendants and that the said Promissory Note came into the possession of one Mr. Crampton and that he the said Mr. Crampton on behalf of the said Complainant Shurfun Nisa Begum's Agent did demand payment of the same from these Defendants on its becoming due or shortly afterwards and these Defendants say they gave the said Mr. Crampton a fresh note in lieu thereof for Seven Hundred and Ten Rupees the Ten Rupees being the Interest on the Old and discount on such new note which these Defendants afterwards paid but these Defendants deny that they refused to pay the said Promissory Note for Seven Hundred Rupees for the reason in the said Amended Bill in that behalf mentioned or for any other reason or excuse except that they had not Cash in their hands to pay the same And these Defendants further say that the said Promissory Note for Seven Hundred Rupees and the said Substituted or renewed Note are both in these Defendants possession and these

Defendants

Defendants further answering deny that same as aforesaid these Defendants made and Executed their Promissory Note in writing bearing date the Thirtieth of March One thousand Eight hundred and Thirty Three being the day after the said Memorandum of Compromise is dated or bearing some or any other date in favor of a Writer employed in one of the Offices of this Honorable Court and who was also employed by these Defendants to Mediate with the Agent of the Complainant Shurfun Nisa Begum on the terms of Compromise or in favor of any other person or that same as aforesaid such Note for the payment of the Sum of Seven Hundred Rupees or any other amount or blank indorsed and delivered to the Agent of the said Complainant Shurfun Nisa Begum or to any one in his behalf nor can these Defendants set forth as to their belief or otherwise Whether the said Writer received there from a Sum of One Hundred Rupees for his own purposes as in the said Bill mentioned And these Defendants deny that same as aforesaid the said Note so blank indorsed as aforesaid was delivered to the said Agent or that same as aforesaid the said Note came into the possession of one Mr. Crampton or that same as

aforesaid

aforesaid the said Mr. Crampton on behalf of the Agent of the said Complainant Shurfun Nissa Begum demanded payment of the same from these Defendants on its becoming due or shortly afterwards or that the Defendants refused to pay the same alleging the said arrangement with the said Complainants on account of which the said Note was given had not been Completed or that save as aforesaid these Defendants gave a New Note in lieu thereof to the said Mr. Crampton which the Defendants afterwards paid but these Defendants further answering say that Mr. Pellow, Soobiah, Tagary and Casavaloo were not the persons who effected the said Compromise in the said Bill in that behalf mentioned at the Instance of these Defendants although they admit that the said Mr. Pellow gave them his advice and assistance therein and that the said Mr. Pellow, Soobaroyen, Tagary and Casavaloo were the persons who effected the Compromise in these Defendants former Endeavors mentioned And these Defendants say that neither of such persons or any else in particular were or was employed on behalf of these Defendants to effect the said Arrangement, and these Defendants say that the said Soobiah, and Tagary several times and as these Defendants best remember and believe four or five times but how often in particular these Defendants do not remember came to and met these Defendants for the purpose of the said Compromise Viz^t. twice at the Office of Mr. Pellow's employer where these Defendants were in the frequent habit of going and three or four times at Mr. Pellow's House in the Black Town (where these Defendants were also in the frequent habit of going) And these Defendants say that the only persons present at such Meetings were the said Mr. Pellow, Soobiah, and Tagary, except in the said thirtieth day of March last when the said Casavaloo also attended And these Defendants say they cannot set forth as to their belief or otherwise how in what manner or by whom the said Mr. Pellow, Soobiah, Tagary, and Casavaloo or any or either of them was or were paid or remunerated for their or his trouble in effecting such Arrangement or what was the exact amount of such (if any such there was) payment or promised payment or reward but these Defendant say that the said Mr. Pellow assisted these

Defendants

Defendants in the affairs generally of the said Chinnatomby's
Estate and was remunerated by them accordingly and these
Defendants say that otherwise than as aforesaid they are
unable to set forth as to their Knowledge remembrance
information belief or otherwise whether any or if any what
meetings were held by such persons as in the said Amended Bill
in that behalf mentioned or any other persons for the
purpose of such Compromise or where or in what particular
house or place or when or how often or who were the particular
persons present thereat or how or in what manner or by whom
such persons or person were or was paid or remunerated for
their or his trouble in effecting such arrangement or what was
the exact Amount of such payment or promised payment and
reward or any particulars concerning the same, and these
Defendants admit that they as and under the Circumstances
herein before mentioned but not otherwise made and executed
their Promissory Note for Seven Hundred Rupees in favour
of Sooriah and that the same was given to the Agent
of the said Complainant Khursum Nissa Begum as hereinbefore
mentioned and they say that the same was given as hereinbefore
mentioned

mentioned in account of Costs but otherwise than as aforesaid
these Defendants are unable to set forth or specify as to their
Knowledge Information Belief or otherwise what Costs in
particular such note was given in Satisfaction of nor
can these Defendants set forth as to their belief or
otherwise where the taxed Bill of Costs is or what
is the Amount thereof. Except that they believe the
Bill of Costs of a Mr. Gordon was taxed at Nine Hundred
and Eighty Two Rupees and these Defendants admit that
such note for Seven Hundred Rupees was as aforesaid
given after the Memorandum of Compromise of the
Twenty Ninth of March was executed and that the
same was in addition to and did not form part of the
One thousand Five Hundred Rupees mentioned in the
said Memorandum of Compromise as being the full
Amount which the Defendants had Agreed to pay and the
said Complainants accept in respect of their said
Costs and these Defendants further answering submit
that if the said Complainants had or have any just
Claim against the Estate of the said Chinnatomby or these
Defendants

the Defendants as his Executors (but which these Defendants do not admit or believe) in respect of the Monies Joys Jewels and other Property in the said Bill and in the Schedule thereto annexed Marked A and B respectively mentioned the said Complainants ought to have established such right by an action in Droven at law the said Joys Jewels and other Property set forth in the said Schedule B and by an Action in assumpsit for the Money alleged to have been received by the said Chinnatomby in his life time and these Defendants submit it was Competent to the said Complainants to have Commenced such actions and these Defendants submit that in as much as the Complainants have not so done or otherwise established any Claim against these Defendants as the Executors of the said Chinnatomby or otherwise in respect of the several matters in the said Original and Amended Bill mentioned or any of such Matters and in as much as the said Complainants have no just demand on the Estate of the said Chinnatomby but are Debtors to these Defendants as such Executors and in manner as aforesaid these Defendants denying in manner herein before and in these

Defendants former Answer set forth all such ground foundation or title for any Account from these Defendants as in the said Bill is falsely set up or otherwise ought not to be Compelled in this their Answer either to admit a Assets of the Estate of the said Chinnatomby or set forth a full true and Account of the Assets possessed by these Defendants as is required by the said Original and Amended Bill and these Defendants claim the same benefit of this Objection as if they had specially pleaded the same and these Defendants say that they have possessed property belonging to the Estate of the said Chinnatomby and in case the Complainants shall succeed in establishing any claim against these Defendants as Executors thereof to the satisfaction of this Honorable Court these Defendants will be ready and willing to submit to such Account of the Estate of the said Chinnatomby as this Honorable Court by its decree may be pleased to direct without that that there is any other matter cause or thing in the Complainants said Amended Bill of Complaint contained material or effectual in the Law for these Defendants to make Answer unto and

the Defendants as his Executors (but which these Defendants do not admit or believe) in respect of the Stocks Joys Jewels and other Property in the said Bill and in the Schedule thereto annexed Marked A and B respectively mentioned the said Complainants ought to have established such right by an Action in Droven as to the said Joys Jewels and other Property set forth in the said Schedule B and by an Action in assumpsit for the Money alleged to have been received by the said Chinnatomby in his life time and these Defendants submit it was Competent to the said Complainants to have Commenced such actions and these Defendants submit that in as much as the Complainants have not so done or otherwise established any Claim against these Defendants as the Executors of the said Chinnatomby or otherwise in respect of the several matters in the said Original and Amended Bill mentioned or any of such Matters and in as much as the said Complainants have no just demand on the Estate of the said Chinnatomby but are Debtors to these Defendants as such Executors and in manner as aforesaid these Defendants denying in manner herein before and in these

Defendants former Answer set forth all such grounds foundation or title for any Account from these Defendants as in the said Bill is falsely set up or otherwise ought not to be Compelled in this their Answer either to admit a Parts of the Estate of the said Chinnatomby or set forth a full true & any Account of the effects possessed by these Defendants as is required by the said Original and Amended Bill and these Defendants claim the same benefit of this Objection as if they had specially pleaded the same and these Defendants say that they have possessed property belonging to the Estate of the said Chinnatomby and in case the Complainants shall succeed in Establishing any claim against these Defendants as Executors thereof to the satisfaction of this Honorable Court these Defendants will be ready and willing to submit to such Account of the Estate of the said Chinnatomby as this Honorable Court by its decree may be pleased to direct without that that there is any other matter cause or thing in the Complainants said Amended Bill of Complaint contained material or effectual in the Law for these Defendants to make Answer to

Defendants

not thereby well and sufficiently Answered avoided traversed
or denied is true to the Knowledge or belief of these
Defendants All which matters and things these
Defendants are ready and willing to Aver and
Maintain and prove as this Honorable Court
shall direct and humbly Pray that hence dismissed
with their reasonable Costs and Charges
in the Law in this behalf most wrongfully
sustained.

Ordered
Defendants Sols

Sworn to in Open Court this 21st
day of March 1834 The Contents
having been previously explained
to the Defendants by the Court
Interpreter.

P. Cator
Registrar

Geo. Norton.

Ramasawmy Mooddliar

J. Venkatadry Pillay

5th May 1834

In

Filed 13th June 1834.
A. J.
S. R.

In the Supreme Court
Madras
Equity Side

The Replication of Abdul Hakk
Khan Bahadar and Nurjun Nissa
Begum Complainants to the Answer
and further of the Defendants
Ramasawmy Mooddly and
Vendalore Venkatadry Pillay.

These Repliants saving unto themselves all
and all manner of advantage of exceptions to the manifold
insufficiencies of the said Answers for Replication thereunto
say that they will aver and prove their said Original and Amended
Bill to be true certain and sufficient in the Law to be answered
unto and that the said Answers of the Defendants are uncertain
untrue and insufficient to be replied unto by these Repliants
Repliants without that that there is any other matter or thing
in the said Answer in the said Answers contained material or
effectual in the Law to be replied unto and not herein
replied unto Confessed and avoided traversed or denied is true.
All which matters and things these Repliants are ready to
aver and prove as this Honorable Court shall award and
humbly pray as in and by their said original and Amended
Bill they have already prayed.

Tho. Reed
Complts Sols

Filed 24th June 1834
M. F.
D.R.

Supreme Court
Madras
In Equity

The Rejoinder of
Ramasawmy Moodelly and
Vindalore Vencatadry Pillay
the Executors of Chinnatomby Moodelly
deceased the Defendants to the Replication
of Abdul Afiz Khan Bahadar
and Shurfun Nisa Begum
Sahiba Complainants.

The said Defendants now and all times hereafter
saving and reserving to themselves all and all manner
of benefit and advantage of exception to the insufficien-
cy and insufficiency of the said Replication
say that the Defendants said Further Answer is certain
and sufficient in the Law to be replied unto and
they also say as in and by his said Further Answer they
have already said and does and will aver and maintain
all and every thing and things therein to be true and
certain in such manner and form and they and every of
them are therein alleged and expressed.

C. Vivedish.
Defendts Solr.

Filed 20th September 1834
M. F.
D.R.

Madras

(L.S.)

William the Fourth, by the Grace of
God, of the United Kingdom of Great
Britain and Ireland, King, Defender of
the Faith and so forth. To Abdul Afiz
Khan Bahadar and Shurfun Nisa Begum
of Madras. Greeting: For certain causes
offered before our Justices of our Supreme
Court of Judicature at Madras, We command
and strictly injoin you that, laying other
Matters aside, and notwithstanding any other
Cause, you personally appear before our
said Justices of our said Supreme Court
of Judicature at Madras, on Saturday the
Twentieth day of September Instant to hear
Judgment at the suit of you the said Abdul
Afiz Khan Bahadar and Shurfun Nisa Begum
Complainants, and Ramasawmy Moodelly and Vindalore Vencatadry Pillay
Executors of Chinnatomby Moodelly deceased.
Defendants, and to do further, and receive what
the

Served a true Copy of this on Mr. Rose att. his
Office this the 24th day of September 1834.
Court this 12th day of September 1834.
John Sullivan

what the said Court shall have considered in this behalf: and this you may in nowise omit, under the penalty of One Thousand Current Rupees. Witness Sir Ralph Palmer, Knight, Chief Justice at Madras aforesaid, the Twelfth Day of September in the Year of our Lord One Thousand Eight Hundred and Thirty four.

O. Vivash
Defendts Solr.

A. Pfrench
D. Register.

Supreme

Supreme Court
Madras
In Equity

Abdul Afez Khan
Bahader and Shurfun
Nipa Begum
vs.
Ramasawmy Mooclelly and another.

John Johannes of Madras Inhabitant and a Writer in the Service of Mr. Oziel Vivash Solicitor for the Defendant above named, Maketh Oath and Saith that he this Deponent did on the Twelfth day of September Instant serve Mr. William Henry Rose Solicitor for the Complainants above named with a true Copy of the Subpoena to hear Judgement issued in this Cause on the said Twelfth day of September Instant the Original of which said Subpoena is hereto annexed by delivering the same addressed to the said W. H. Rose into the hands of John Francis a Writer in the Service of the said Mr. Rose at his Office near the Beach and this Deponent did at the time of such Service produce and shew the said Original Subpoena unto the said John Francis.

John Johannes.

O. Vivash
Defendts Solr.

Sworn to in open Court this 20th day of

Filed 24th June 1834
M. F.
D.R.

Supreme Court
Madras
In Equity

The Rejoinder of
Ramaswamy Moodelly and
Vindalore Vencatadry Pillay
the Executors of Chinnatomby Moodelly
deceased the Defendants to the Replication
of Abdul Afiz Khan Bahadar
and Shurfun Nisa Begum
Sahiba Complainants.

The said Defendants now and all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of exception to the uncertainty and insufficiency of the said Replication say that the Defendants said Further Answer is Certain and sufficient in the Law to be replied unto and they also say as in and by his said Further Answer they have already said and does and will aver and maintain all and every thing and things therein to be true and Certain in such manner and form and they and every of them are therein alleged and expressed.

C. Vivash.
Defendts Solr.

Madras

Filed 20th September 1834
M. F.
D.R.

Madras } William the Fourth, by the Grace of
L.S. God, of the United Kingdom of Great
Britain and Ireland, King, Defender of
the Faith and so forth. To Abdul Afez
Khan Bahader and Shurfun Nisa Begum
of Madras, Greeting: For certain causes
offered before our Justices of our Supreme
Court of Judicature at Madras, We Command
and strictly injoin you that, laying other
Matters aside, and notwithstanding any other
Excuse, you personally appear before our
said Justices of our said Supreme Court
of Judicature at Madras, on Saturday the
Twentieth day of September Instant to hear
Judgment at the suit of you the said Abdul
Afez Khan Bahadar and Shurfun Nisa Begum
Complainants, and Ramaswamy Moodelly and Vindalore Vencatadry Pillay
Executors of Chinnatomby Moodelly deceased
Defendants, and to do further, and receive what

Served a true Copy of this on Mr Rose Att. for
Defd. this, the hands of this Clerk Sohm Thomas
dated this 12th day of September 1834.
John Sloan Smith

976 1

No. 873 of 34.

In the Supreme Court of Judicature at Madras

Equity side.

Vacation after the second Term 1834.

17th July 1834.

Before the Honorable Sir Robert Buckley Comyn Knight

One of His Majesty's Justices at Chambers.

Abdul Aziz Khan Bahadur and Shurfun Nissa Begum Vers. Ramasawmy Moodelly and Vendalore Vencatadry Pillay Executors of Chinnatomby Moodelly deceased

Upon the Motion of Mr. Advocate General of Counsel for the Defendants and upon reading a Notice in writing from Mr. Oriel Vereash the Solicitor for the said Defendants and the affidavit of John Johannes of Service thereof on Mr. William Henry Ram the Complainants Solicitor on the 1st day of July instant and upon reading the Certificate of the Deputy Registrar that on the 31st day of March 1834 the said Defendants filed their further Answer in this Cause That on the 25th day of April then following the Exception to Rule by the Complainants to the Defendants further Answer came on for Argument when it was ordered that the said Exceptions should be over-ruled That on the 13th day of

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filed on the part of the said Complainants to the Defendants Answer and further Answer. That on the 24th of the last mentioned Month a Rejoinder was filed on the part of the said Defendants to the said Replication and that no further proceedings have been since had on the part of the said Complainants in the said Court and upon reading also the Certificate of the Examiner of this Court that no Interrogatories have been filed in his Office on the part and behalf of the said Complainants in this Cause And on hearing Mr. Tod of Counsel for the said Complainants and with his Consent and by and with the Consent of Mr. Advocate General, It is Ordered that Publication do pass without further Order on the 25th day of August next and that this Cause be set down for hearing within the first Ten days of the Fourth term 1834.

M. Tyrrell
D. Reg.

C. Vereash
Defendants Solr.

In

In the Supreme Court of Judicature at Madras.

Equity Side

Fourth June 1834.

Present

The Honorable Sir Ralph Palmer, Knight Chief Justice

and

The Honorable Sir Robert Buckley Comyn, Knight

One of His Majesty's Justices.

Saturday the Twentieth day of September One thousand Eight Hundred and thirty four and in the Fourth Year of the Reign of His Majesty King William the Fourth

Between Abdul Aziz Khan Bahadur and Shumsun Nisa Begum Sahiba his Wife ..... Complainants

and

Ramasawmy Moodelly and Venkatadry Pillay Executors of Chinnatomby Moodelly Deceased .. Defendants

This Cause coming on this present day to be heard before the ~~Judges~~ Honorable the Judges of the Supreme Court of Judicature at Madras in the

presence of Counsel learned for the Defendants no one appearing for the Complainants altho they were duly served with subpoena to hear Judgement in this Cause as by affidavit now produced and read appears and also upon hearing read the Order made in this Cause on the part of the said Defendants bearing date the Eleventh day of July last whereby it was by the Consent of the Counsel for the said Complainants, ordered that Publication should pass without further Order on the Twenty fifth day of August last And that this Cause should be set down for hearing within the first ten days of the Fourth Term 1834 Whereupon and upon hearing Mr. Advocate General of Counsel for the said Defendants This Court doth Order and Decree that the Complainants Bill in this Cause do stand and be dismissed out of Court with Costs.

By the Court

P. Cator

Registrar.

Oriel Vivash

Defendants Solr.

10th July 1834

Fits 28th December 1839
P. C. R.

To

The Honorable Sir Ralph Palmer Knight Chief Justice of His Majestys Supreme Court of Judicature at Madras and to his Companion The Honorable Sir Robert Buckley Comyn Knight Puisne Judges of the same Court.

Equity Side.

Humbly Complaining Shew unto your Lordships your Oratrixes Lutchmy Ummall and Nadayathaveechee Ummall of Madras Inhabitants residing in Stratton Mootiah Moodelliars Street in the Black Town and the sole Executrixes of the Last Will and Testament of the late Murgathee Vellee Ummall deceased who was the Widow and Executrix of the late Aniaramiah Collengarry Mudelliar of Madras Hindoo Inhabitant deceased. That the said Collengarry Mudelliar departed this life at Madras in the Month of March in the Year One thousand Eight hundred and Thirty without Male Issue surviving him and without any Male Relations who were entitled to participate in the property which the said Collengarry died possessed of but leaving him surviving his Widow the said Murgathee Vellee Ummall and your Oratrixes his Daughters in Law they being the Widows of the Sons of the said Collengarry who had Died in their Fathers lifetime And your Oratrixes further shew that the said Collengarry at the time of his death was possessed of and well entitled to a very considerable Estate and property consisting of Houses Lands Godowns and Premises Money Outstanding debts Gold and Silver Articles Jewels &c. and that according

to Hindoo Law the whole thereof subject to a provision for your Oratrixes ought to have descended to and become the absolute Property of his Widow the said Margatha Vallee Ummall And your Oratrixes Shew that shortly before the death of the said Collingarey one Ammoo Iyasawmy Mooliar who is the Defendant to this your Oratrixes Bill of Complaint he being an Inhabitant of Madras residing in Mosleb Street in the Black Town and therefore subject to the Jurisdiction of this Honorable Court prevailed upon the said Collingarey to allow him the said Defendant to prepare a Last Will or Testamentary Paper Writing for the said Collingarey And your Oratrixes Shew that through the means and persuasions of the said Defendant a Paper Writing in the Malabar Language was prepared and the Signature of the said Collingarey obtained thereto he the said Defendant assisting the said Collingarey to sign the same as well the said Collingarey was unable to do of his own accord And your Oratrixes Shew that the following is a Translated Copy of such Last Will or Testamentary Paper writing that is to say—

"Sree Rama Jeyam.

8th March 1830

"Amarambadee Kolingarya Mooliar with increasement of mind memory and "understanding write and sign Last Will for all my acquirements or Estate &c.

"That my Wife Marawakattamah shall be kept as Mistress and my Son in law

"Jaw Honnoor Iyasawmy Mooliar continue to see or conduct all my Business "pecuniary dealings Holy Gifts Charities Assistance to Strangers and Family &c.

"To my Daughters in law for Holy Gifts Charities and for Betle Nut &c. "expences &c. at 10 Pagodas per Month to each person shall continue to be paid."

"To the Ministerial Servants Pons &c. as they are now with me at the aforesaid "Marakatammah and Iyasawmy Mooliar shall continue to pay agreeably "to the time and Circumstances of the Country in the same manner as &c. "maintained."

"This is with my understanding and memory wrote and left Will as on reference to the said Testimentary Writing and the Translated Copy of the same now remaining filed in the Ecclesiastical Side of this Honorable Court will more fully appear And your Oratrixes further Shew that although the said Defendant in the said Testamentary Paper writings is described as the son in law of the said Collingarey no such relationship existed between them and the said Defendant was in no degree however connected with or related to the said Collingarey as to entitle him according to Hindoo Law to Share in or inherit any part of the Estate of the said Collingarey and he had no greater or other interest therein than any Stranger unconnected with and unknown to the said Collingarey. And your Oratrixes further Shew that after the death of the said Collingarey certain proceedings were had in the Ecclesiastical Side of this Honorable Court between the said Margatha Vallee Ummall and the said Defendant touching the said Testamentary Paper writing when this Honorable Court was pleased to Decree

in

in favor of the same and to order that joint Probate thereof should pass in favor of the said Murgatha Vullee Ummall and the said Defendant And your Oratrixes co further shew that they are advised and humbly submit that the said Defendant takes no right or Interest under the said Will or Testimentary Paper writing and that in or by the same he the said Defendant was merely to act as an Overseer or Assistant to the said Murgatha Vullee Ummall to advise counsel and assist her in the management of the said Testators Estate if she should request it so that the said Defendant was merely appointed a limited Executor of the said Will And your Oratrixes further shew that the said Murgatha Vullee Ummall having obtained Probate of the said Will in the manner and upon the terms on which this Honorable Court would be pleased to grant the same that is to say in the name of herself jointly with the said Defendant proceeded to collect and get in so much of the Estate and Effects of the said Collingarey as she would be enabled to do without the Assistance of the said Defendant or as she could obtain notwithstanding the opposition of the Defendant who did all in his power to prevent her obtaining or realizing any part of the same and Your Oratrixes further shew unto your Lordships that the said Collingarey was amongst other things possessed of and entitled to a certain House and Premises situate at Kilpenk and that immediately after his death the said Defendant Entered into and took possession of the same and has ever since continued in such possession thereof and in the enjoyment of the Rents Issues and Profits of the same without having in any manner accounted with the said Murgatha Vullee Ummah in her life time or with your Oratrixes as her Executrixes since her death in respect thereof although requested so to do And your Oratrixes shew that the said Collingarey was also possessed of and Entitled to certain Shares of and in a certain House Building and Premises situate in Fort Saint George and known by the name of "The Exchange" which is in the Occupation of the Government of Fort Saint George as Tenants thereof at a Monthly rent and that Considerable Arrears of such rent were due in the life time of the said Murgatha Vullee Ummah which have greatly increased since her death and that the said Defendant notwithstanding he had no beneficial interest therein prevented the said Murgatha Vullee Ummah from receiving the same in her life time and now opposes and prevents Your Oratrixes collecting and getting in the same and every part thereof and that by reason of the conduct of the said Defendant such rent is in jeopardy and in danger of being Lost. And your Oratrixes further shew That the said Collingarey was likewise possessed of and well Entitled to certain Bottiques and Premises situate at Chintadrapettah let to Tenants at a Monthly rent of One Hundred Pagodas or thereabouts and that the said Defendant hath either got in and received such rent without in any manner accounting for the

same or the said Defendant by his Conduct and opposition prevented the said Murgatha Vullee Ummah in her life time from receiving the same or any part thereof and now prevents your Oratrixes from obtaining payment thereof and that by reason of the Defendants Conduct the same is in jeopardy and in danger of being Lost.

And your Oratrixes shew that soon after the death of the said Collingarey the Defendant obtained from the said Murgatha Vullee Ummah divers Jewels and Effects of considerable Value belonging to the Estate of the said Collingarey or to the said Murgatha Vullee Ummah and that he never returned the same or rendered any Account thereof to her in her life time or to your Oratrixes as her Executrixes since her death. And your Oratrixes further shew that soon after the death of the said Collingarey the said Defendant obtained from the said Murgatha Vullee Ummah a Company Bond or Government Promissory Note of the Five per Cent Loans for the Sum of Sicca Rupees One Thousand and Five hundred, Standing in the name of the said Collingarey being Number Six Thousand, Two Hundred and Forty seven and that the said Defendant never returned the same or rendered any Account of the disposal thereof to the said Murgatha Vullee Ummah. And your Oratrixes further shew that the said Collingarey was likewise possessed of a certain House Garden and Premises situate at Royapettah of which the said Defendant has possessed himself and that although many opportunities offered of letting the

same to respectable Tenants for a fair and reasonable Rent during the life time of the said Murgatha Vullee Ummah the said Defendant would neither permit her to let the said House during great part of such time nor would the said Defendant himself let the same by reason whereof and the Conduct of the said Defendant Considerable loss has been sustained by the Estate of the said Collingarey And your Oratrixes further shew that the said Murgathee Vullee Ummah having an opportunity of letting the said Garden House and Premises last mentioned on Advantageous terms in the Month of October in the year One Thousand Eight Hundred and Thirty two caused a written application to be made to the said Defendant for possession thereof without any Effect. And your Oratrixes shew that such written application was duly received by the said Defendant about the time of the date thereof and is to the Effect following that is to say-

"To Tyasawmy Moodelly.

"I am instructed by Murgathia Vullee Ummah to call upon you forthwith to deliver to her the Keys of the House situate in Royapettah belonging "to the Estate of her husband the late A. Collingarey Moodelly deceased as she has "now an opportunity of letting the same on advantageous terms.

"Should you neglect or refuse to comply with this request you will be held "liable for such Rent and for all loss and damage my Client may sustain by reason of "the same.

Yours &c

Madras
11th October 1832.

Signed/ Thos. Reed."

And your Oratrixes shew that the said Defendant would not comply with such last mentioned written request and did not send any Answer thereto whereby the said Murgatha Vullee Ummall was deprived of the opportunity which she then had of settling the same And your Oratrixes submit that the Defendant ought to be personally liable for the rent of the said House and Garden which has been lost to the said Estate and which but for the conduct of the Defendant might and would have been obtained for the same And your Oratrixes further shew that the said Collingarry was likewise possessed of Considerable other landed property consisting of Houses Gardens and premises which in Consequence of the differences existing between the Defendant and the said Murgatha Vullee Ummall and by reason of the conduct of the Defendant have been wholly unproductive to the Estate of the said Collingarry and which but for the unjust and interference of the Defendant might and would have been made profitable and productive of Considerable advantage to the said Estate And your Oratrixes further shew that the said Collingarry at the time of his death had owing to him a sum exceeding one Lac of Pagodas some of which was due to him upon Notes Bonds Securities and Mortgages and which the said Murgatha Vullee Ummall was unable to sue for or recover by reason of the Conduct of the Defendant and of the differences existing between her and the said Defendant and the same or a great part thereof still continues outstanding through the Conduct of the said Defendant and such Outstanding Debts or great part thereof are in jeopardy and in danger of being lost to the said Estate And your Oratrixes further shew that at the time of the death of the said Collingarry Accounts in respect of dealings and transactions which had existed between Moriah Morelly the father of the said Defendant in his life time and the said Collingarry were unsettled and unadjusted and that the said Murgatha Vullee Ummall after the death of the said Collingarry filed her Bill of Complaint against the said Defendant and his Brother one Ammasaw my Morelly for a settlement of the same to which the Defendants thereto afterwards appeared and Answered and certain other Proceedings were had therein and a Decree was made referring it to the Master to take the Accounts between the Parties and that such suit has lately been prosecuted by the Defendant and his said Brother against your Oratrixes as the Executrixes of the said Murgatha Vulla Ummall the Widow Executrix and personal Representative of the said Collingarry and who having possessed themselves of the Estate and Effects of the said Murgatha Vullee Ummall and of the said Collingarry And your Oratrixes shew that they have appeared to and Answered the said Bill of Revivor and the said suit has since been prosecuted and is now proceeding against them in their representative Capacity as

aforesaid And your Oratrixes further shew unto your Lordships that the said Murgatha Vallie Ummall departed this life at Madras on or about the Fifteenth day of August One Thousand Eight Hundred and Thirty three without having possessed herself or realized any considerable part of the Estate of her deceased Husband the said Colingarry and that the said Murgatha Vallie Ummall in her life time duly made and published her last Will and Testament in Writing bearing date the Seventeenth day of September One Thousand Eight Hundred and Thirty Two whereby she gave and bequeathed to your Oratrixes the whole of her Estate Property and Effects of every kind and Nature soever whether derived from the Estate of the said Colingarry or otherwise howsoever in equal shares and proportions to hold the same for their own absolute use and benefit free from the Control and interference of the said Defendant and every other person and the said Murgatha Vallie Ummall thereby appointed your Oratrixes the Executrixes of the said Will and they were to have the entire management of the Estate and of the Estate and Property of the said Colingarry and also of the Estate of Zyopah the Elder and of Zyopah the younger therein mentioned as on reference to the said last Will and Testament now remaining in the Registry of this Honorable Court will more fully appear And your Oratrixes further shew that after the death of the said Murgatha Vallie Ummall they Exhibited her said last Will and Testament in the Ecclesiastical Side of this Honorable Court and applied for and

obtained Probate of the same as the sole Executrixes therein named and entitled thirs of they are desirous of obtaining the whole of the Property to which the said Murgatha Vallie Ummall was entitled And your Oratrixes shew that the whole or the principal part of such Property consisted of the Estate and Effects of the said Colingarry outstanding and unrecovered for the reasons herein before mentioned And your Oratrixes further shew that although the said Defendant was appointed by the Will of the said Colingarry to continue to see or conduct all the said Colingarrys business pecuniary dealings Daily Cash Charities Assistance to Strangers and Family - Yet the said Defendant never has in any manner acted according to the Spirit and meaning of the said Will and instead of assisting the said Murgatha Vallie Ummall in arranging the affairs of the said Colingarry he has done every thing in his power to oppose and thwart her wishes and intentions - And your Oratrixes further shew that in consequence of the disputes which existed between the said Defendant and the said Murgatha Vallie Ummall in her life time great part of the Estate of the said Colingarry has been wholly lost and other part thereof is in danger of being lost And your Oratrixes shew that since they obtained Probate of the Will of the said Murgatha Vallie Ummall they have performed the Charities Religious and other Ceremonies usually observed and performed in the Family of the said Colingarry and that they have done so at a considerable expense - And your Oratrixes shew that having obtained such last mentioned Probate your Oratrixes are now the only persons beneficially interested in the Estate of the said

Colingarey and as such they have applied to the said Defendant to put them in
possession thereof or to assist them in recovering the same your Oratrixes being willing
and having offered to indemnify the said Defendant on his so doing And your
Oratrixes shew that in consequence of the ill will subsisting between them and
the said Defendant the greater part of the Estate of the said Colingarey is in danger
of being lost wherefore your Oratrixes caused a letter to be written by their Solicitor
Mr Thomas Teed and sent to the said Defendant an duplicate whereof
by him on the ninth day of October One Thousand Eight Hundred and thirty three
to the purport and Effect following that is to say -

"To Sydasawmy Moodr

"I am instructed to address you on behalf of Lutchmy Ummall and
"Kulanthachee Ummall the Executrixes of the Last Will and Testament of
"Murgatha Vallee Ummall deceased who was the widow of the late Arbolingarey
"Moodr deceased -

"By the Will of Murgatha Ummall an Extract whereof I beg to
"enclose the whole of the Property of the deceased as well in possession as otherwise is be-
"queathed to my Clients absolutely -

"Murgatha Vallee Ummall as the Widow of the late Colingarey
"Moodr and in virtue of this Will was entitled to the whole of this Estate and
"Property of every kind subject to the payment of Debts and demands against this

"You having been named in the will of Colingarey as an Assistant
"to Murgatha Vallee Ummall and having been joined in the Probate to her heard
"assumed a right to possess the Property of the deceased Colingarey and insisted of
"assisting the Widow in her life time you did all in your power to thwart her wi-
"shes and in consequence of your Conduct great loss has been sustained by the
"Estate -

"My Clients who are the only persons beneficially interested in the
"Estate of Colingarey are prepared to administer the same in the manner as is there
"from you -

"I am therefore instructed by them to call upon you for the with
"to render a true account of all Properties money and Securities for many persons
"by you on account of the said Estate and of the appropriation of the same and un-
"less this is immediately rendered the Supreme Court will be applied to
"for a Citation to compell you to file the same upon Oath -

"I am also desired to ascertain from you whether you will
"consent to renounce Probate of the late Colingarey's Will and the Administration
"of his Estate upon being indemnified as my Clients are ready and willing to
"give you any reasonable Indemnity upon your so doing -

"In the event of your delivering to make such renunciation and
"in case of your further interfering with the Assets of Colingarey's Estate my in-
"structions are to commence proceedings against you in the Supreme Court
"to restrain you from further interference under the orders of the Court -

"In your Answer to this Letter be pleased to mention in what house & discription
"the Houses belonging to Collingarry's Estate and the possession of which has been
"assumed by you now are and the Amount of Rent received by you on Account
"of the same and if either of such Houses be untenated be pleased to mention
"the reason why it is not occupied.-

"I request an early answer to this Letter."

as in reference to the said Letter now in the possession of the said Defendant will
appear. And your Oratrixes shew that the said Defendant wholly neglected to
render the Account called for by the last mentioned Letter and he has neglected
and refused to send any Answer to such Letter in consequence whereof your
Oratrixes at a considerable Expence occasioned by the conduct and neglect
of the said Defendant have applied for and obtained from this Honorable
Court a Citation to compel the Defendant to render to this Honorable Court
an account of his Administration of the Estate of the said Collingarry - And your
Oratrixes further shew and humbly submit that under the circumstances co
aforesaid the said Defendant ought not any longer to be permitted to act
as the Executor of the said Collingarry and that he ought to be restrained
from all further interference with the said Estate and that your Oratrixes as the only
persons beneficially interested therein ought to be put into possession of the same with
power to collect in such parts of the said Estate of the said Collingarry as are outstanding
and for that purpose to make use of the name of the said Defendant upon the in

demnifying him or that some proper person for that purpose ought to be appointed
under the orders of this Honorable Court. And your Oratrixes have frequently in
a friendly way by themselves and their agents applied to the said Defendant and
requested him to allow them so to do as in justice and Equity he ought. But now
so it is may it please your Lordships the said Defendant combining and
conspiring with divers persons at present unknown to your Oratrixes, but whose
names when discovered your Oratrixes pray they may be inserted herein with apt words
to charge them as Defendants hereto pretends that he is ready and willing to
comply with your Oratrixes requests but then he pretends that he will not be
safe in so doing in as much as there are divers large Debts due by and liabilities to
which the said Collingarry's Estate is subject the Contrary whereof your Oratrixes charge
to be true - And your Oratrixes charge that there are no debts whatsoever due by or
outstanding against the Estate of the said Collingarry or if so that they are of a very
inconsiderable amount - And they charge that the Defendant is not able to
mention or specify any of such debts and that such is a mere pretence on the part
of the said Defendant and so the Defendant will at other times admit but then he
pretends that the said Collingarry's Estate is liable in respect of demands against the
Estates of Tyepah Moodelly the Elder and Tyepah Moodelly the younger deceased
of whose Wills the said Collingarry was the Executor and that the Accounts of the said
Estates have never been wound up or adjusted the Contrary whereof your Oratrixes
charge to be true and they charge that the said Collingarry was considerably in ca
advance on account of the said last mentioned Estates and is a Creditor of the same to

the extent of Pagodas Fifty Thousand and upwards And your Oratrixes charge that the said Tyapah the Elder and Tyapah the younger have now been respectively dead upwards of Thirty four years and that after so great a lapse of time it must and ought to be presumed that all demands against the said Estate have been satisfied And your Oratrixes further charge that such last mentioned pretence of the said Defendant is entirely frivolous and void without foundation and they charge that the Defendants object in opposing the wishes of your Oratrixes and in preventing their obtaining possession of the Estate of the said Collingarey is merely to extort money from your Oratrixes and as evidence thereof your Oratrixes charge that the said Defendant has offered to renounce Probate of the Will of the said Collingarey and to do all in his power to assist your Oratrixes to obtain possession of this said Estate if your Oratrixes will consent to give him a sum of Twenty Thousand Rupees or some other large sum of Money in which they have declined doing And at other times the Defendant pretends that he has in his Account Current filed on the Ecclesiastical Side of this Honorable Court rendered a true full and particular Account of his Administration of the Estate of the said Collingarey the contrary whereof your Oratrixes charge to be true and in particular your Oratrixes shew that the Defendant in the said Account has neglected and omitted to give Credit for any rent for the House and Garden situate at Ryapettah as aforesaid after the Month of January One Thousand Eight Hundred and Thirty two and as the Defendant still admit but then he pretends that no Rent

was received by him on Account of the said House and Premises after that time and that he was unable to obtain Tenants for the same the contrary whereof your Oratrixes charge to be true and they charge that if the Defendant had used due diligence or had not prevented the said Murgatha Vallee Ummall from letting the same Tenants might and would have been procured for the said House and in particular they charge that in the Months of October One Thousand Eight Hundred and Thirty two the said Murgatha Vallee Ummall had offers to rent the said House and premises and that in the Months of May or June last past an advantageous Offer was made to the said Defendant by a Gentleman to occupy the same for a term of six Months at a fair and reasonable Rent and that the Defendant neglected and refused to let him occupy the same and they charge that the Defendant by his Acts has made himself liable and ought to be bound to pay a reasonable Rent for the said House and Premises during the periods the same remained untenanted and unproductive by the means and neglect of the said Defendant And your Oratrixes charge that an Account of the Administration of the Estate of the said Collingarey by the said Defendant ought to be taken under the Decree of this Honorable Court and that the said Defendant ought to be discharged from the said Office of Executor and to be restrained from all further interference with the said Estate your Oratrixes as the persons beneficially interested therein not requiring any assistance from the said Defendant And your Oratrixes being ready and willing and hereby offering to give any Indemnity to the said Defendant which this Honorable Court may direct or using the name of the said Defendant in suing for and recovering the outstanding Estate of the said Collingarey All which Actings doings and

pretences on the part of the said Defendant are contrary to Equity and a Good conscience and tend to the injury of your Oratrixes In Consideration whereof and forasmuch as your Oratrixes have no Remedy except in a Court of Equity To the End therefore that the said Defendant and his Confederates when discovered may severally upon their Oaths according to the best and utmost of their respective knowledge remembrance information and belief full true perfect and distinct Answer make to all and every the matters aforesaid and that as fully as if the same were here repeated and they particularly interrogated thereto and more especially that the said Defendant may Answer and set forth in manner aforesaid Whether the said Collingamy Moodelliar did not depart this life at Madras at the time hereinbefore mentioned or when else without Male Issue and without any immediate Male Relations and leaving him surviving his Widow the said Murgatha Vullee Unnall And your Oratrixes his Daughters in Law they being the Widows of the Sons of the said Collingamy who had died in their Fathers life time or how otherwise and whether the said Collingamy at the time of his death was not possessed of and well entitled to very Considerable Estate and Property of some and what value or particular Consisting of Houses Lands Godowns and Premises Money on Standing Debts Gold and Silver Articles Jewels &c. or how otherwise And whether according to Hindoo Law the whole thereof subject to a provision for your Oratrixes and payment of Debts ought not to have descended to and become the absolute property of his Widow the said Murgatha Vullee Unnall or how otherwise And

whether shortly before the death of the said Collingamy the said Defendant did not prevail upon the said Collingamy to allow him to prepare a Last Will or Testamentary Paper for the said Collingamy or how otherwise And whether through the means and pursuasion of the said Defendant a Paper writing in the Malabar Language was not prepared and the Signature of the said Collingamy obtained thereto in manner hereinbefore mentioned or how otherwise And whether the said Collingamy was able to sign the same of his own accord and without any Assistance or how otherwise And whether a translated Copy of such last Will or Testamentary Paper writing is not to the Effect hereinbefore set forth or how otherwise And whether at the time the said Defendant knew the said Testamentary Paper is described as the Son in Law of the said Collingamy any such Relations hip existed between them or how otherwise And whether the said Defendant was in any and what degree power Connected with or related to the said Collingamy so as to entitle him according to Hindoo Law to share in or inherit any part of the Estate of the said Collingamy or how otherwise And whether he had any greater or other and what interest therein than any Stranger unconnected with and unknown to the said Collingamy or how otherwise — And whether after the death of the said Collingamy certain proceedings were not had in the Ecclesiastical Side of this Honorable Court between the said Murgatha Vullee Unnall and the said Defendant touching the said Testamentary Paper Writing or how otherwise And whether this Honorable Court was not pleased to Decree in favor of the same and to order that joint Probate thereof should pass in favor of the said Murgatha Vullee Unnall and the said Defendant or how otherwise And whether the said Defendant takes any and what right or Interest under the said Will or

Testamentary Paper And whether in virtue thereof he the said Defendant was not merely to act as an Overseer or Assistant to the said Murgatha Vullee Ummall to advise Counsel and persuade her and if need be to rectify miscarriages or whether the said Defendant was not merely appointed a limited Executor of the said Will or how otherwise And whether the said Murgatha Vullee Ummall having obtained Probate of the said Will on the only terms on which this Honorable Court would be pleased to grant the same did not proceed to collect and get in so much of the Estate and Effects of the said Collingany as she was enabled to do without the Assistance of the said Defendant or as she could obtain notwithstanding the opposition of the Defendant or how otherwise And whether the said Defendant did not do all in his power to prevent her obtaining or realizing any part of the same or how Otherwise and what in particular was the Conduct of the Defendant in regard to the said Estate of the said Collingany And whether the said Collingany was not amongst other things possessed of and entitled to a Garden House and premises situate at Kilpauk or how otherwise And whether immediately or how soon after his death the said Defendant did not enter into and take possession of the same and has not ever since continued in possession thereof and in the enjoyment of the Rents issues and profits of the same or how otherwise And whether he in any manner accounted with the said Murgatha Vullee Ummall in her life time for the same or with your Oratrixes her Executrixes since her death in respect thereof and if so when where and on what occasion

And whether the said Collingany was not also possessed of and entitled to certain shares of and in a certain House Building and Premises situate in Fort Saint George and known by the name of "The Exchange" which is in the occupation of the Government of Fort Saint George as Tenant thereof at a Monthly Rent or how otherwise And whether Considerable Arrears of such Rent were not due in the life time of the said Murgatha Vullee Ummall or how otherwise And whether such arrears of rent have not greatly increased since her death or how otherwise And whether the said Defendant notwithstanding he had no beneficial interest therein did not prevent the said Murgatha Vullee Ummall from receiving the same in her life time or how otherwise And whether he does not now oppose and prevent your Oratrixes from Collecting and getting in the same and every part thereof or how otherwise And whether by reason of the Conduct of the said Defendant such Rent is not in jeopardy and in danger of being lost or how otherwise and if not how does he make out the same And whether the said Collingany was not likewise possessed of and well entitled to certain Boutiques and Premises situate at Chintadrepettah let to Tenants at a Monthly Rents of One hundred Pagodas or thereabouts or for some and what other Monthly sum or how otherwise And whether the said Defendant hath got in or received any part of such Rent and if not why not or how otherwise And whether the said Defendant has in any manner and how and when accounted for the same And whether the said Defendant by his Conduct and opposition did not prevent the said Murgatha Vullee Ummall in her life time from receiving the same or any part thereof or how otherwise and whether

whether he does not now prevent your Oratrixes from obtaining payment thereof or how otherwise And whether by reason of the Defendants conduct the same is not in jeopardy and in danger of being lost or how otherwise and if not how does he make out the same And whether soon after the death of the said Collingary the Defendant did not obtain from the said Murgatha Vullee Ummall divers jewels and Joy of considerable value belonging to the Estate of the said Collingary or to the said Murgatha Vullee Ummall or how otherwise And whether he ever and when returned the same or rendered any Account thereof to her in her life time or to your Oratrixes as her Executrixes since her death And whether soon after the death of the said Collingary the said Defendant did not obtain from the said Murgatha Vullee Ummall a Company's Bond or Government Promissory Note of the Five per Cent loan for the sum of Sicca Rupees One Thousand and five hundred standing in the name of the said Collingary being Number Ten Thousand six hundred and forty seven or how otherwise And whether the said Defendant ever returned the same or rendered any account of the disposal thereof to the said Murgatha Vullee Ummall and whether the said Collingary was not likewise possessed of a certain House Garden and Premises situate at Royapettah of which the said Defendant has possessed himself or how otherwise and whether any or some and what opportunities had not offered of letting the same to respectable Tenants for a fair and reasonable rent during the life time of the said Murgatha Vullee Ummall or how otherwise and whether the said Defendant would permit her to let the said House during great part of such time

and if not why not or how otherwise and whether the said Defendant did himself let the same and if not why not or how otherwise And whether by reason thereof and the conduct of the said Defendant considerable or some and what loss has not been sustained by the Estate of the said Collingary or how otherwise And whether the said Murgatha Vullee Ummall having an opportunity of letting the said Garden House and Premises last mentioned on advantageous terms did not in the Month of October One Thousand Eight Hundred and thirty two or at some and what other time cause a written application to be made to the said Defendant for possession thereof without any effect or how otherwise and whether such written application was not received by the said Defendant and is not to the effect hereinbefore set forth or to some other and what effect or how otherwise And whether the said Defendant did or not comply with such last mentioned written Request and if not why not or how otherwise and whether he sent any and what answer thereto or how otherwise and whether the said Murgatha Vullee Ummall was not deprived of the opportunity which she then had of letting the same or how otherwise And whether the said Collingary was not likewise possessed of considerable other Landed property consisting of Houses and Gardens and Premises or how otherwise And whether in consequence of the differences existing between the Defendant and the said Murgatha Vullee Ummall in her life time and by reason of the conduct of the Defendant the same or some and what part thereof have not been wholly unproductive to the Estate of the said Collingary or how otherwise And whether but for the interference of the Defendant

the

the same might not and would not have been rendered profitable and productive of Considerable advantage to the said Estate or how otherwise and whether the said Collingarey at the time of his death had not owing to him a Sum exceeding One Lac of Pagodas or some and what other Amount in particular or how otherwise and whether some and what part thereof was not due to him upon Bills Bonds Securities and Mortgages or how otherwise And whether the said Murgatha Vullee Ummall was not unable to see for or recover the same or any part thereof by reason of the Contract of the Defendant and of the differences existing between her and the said Defendant or how otherwise and whether the same or a greater Sum and what part thereof are not in jeopardy and in danger of being lost to the said Estate or how otherwise And whether at the time of the death of the said Collingarey accounts in respect of dealings and transactions which had existed between Mottiah Mondelliar the Father of the said Defendant in his life time and the said Collingarey were not unsettled and unadjusted or how otherwise And whether the said Murgatha Vullee Ummall after the death of the said Collingarey did not file her Bill of Complaint against the said Defendant and his Brother for a settlement of the same or how otherwise And whether the Defendants thereto did not afterwards appear and Answer the said Bill And whether certain other proceedings were not had therein and a Decree made referring it to the Master to take the Accounts between the parties or how otherwise And whether such

suit has not lately been revived by the Defendant and his said Brother against your Oratrixes as the Executrixes of the said Murgatha Vullee Ummall the Widow Executrix and personal representative of the said Collingarey and as having possessed themselves of the Estate and Effects of the said Murgatha Vullee Ummall and of the said Collingarey or how otherwise And whether your Oratrixes have not appeared to and answered the said Bill of Revivor And whether the said suit has not since been revived and is not now proceeding against them in their representative Capacity as aforesaid or how otherwise And whether the said Murgatha Vullee Ummall did not depart this life at Madras at the time hereinbefore mentioned or when else without having possessed herself or realized any considerable part of the Estate of her deceased Husband the said Collingarey or how otherwise And whether the said Murgatha Vullee Ummall in her life time did not make and publish her last Will and Testament in Writing bearing date as hereinbefore mentioned or how otherwise And whether thereby she did not give and bequeath to your Oratrixes the whole of her Estate property and Effects of every kind and nature soever whether derived from the Estate of the said Collingarey or otherwise howsoever in equal shares and proportions as hereinbefore mentioned or how otherwise And whether the said Murgatha Vullee Ummall did not thereby appoint your Oratrixes the Executrixes of the said Will and whether they were not thereby directed to have the Entire management of her Estate and of the Estate and property of the said Collingarey and

and also of the Estate of Vyapah the Elder and of Vyapah the younger therein
mentioned or how otherwise And whether after the death of the said Mungatha
Valle Ummall they did not exhibit her last Will and Testament on the
Ecclesiastical Side of this Honorable Court and obtain Probate of the same
as the sole Executrixes therein named or how otherwise And whether in
virtue thereof they are not desirous of obtaining the whole of the property to
which the said Collingatha Valle Ummall was entitled or how otherwise
And whether the whole or the principal part of such Property does not con-
sists of the Estate and Effects of the said Collingary outstanding and
unreceived for the reasons before mentioned or of what does the same
consist and Whether all the said Defendant was appointed by the Will
of the said Collingary to continue to see or Conduct all the said Collingarys
business pecuniary dealings Poly Gifts Charities Assistance to Strangers
and Family the said Defendant has ever in any manner and how
and when acted according to the Spirit and meaning of the said Will or
how otherwise And Whether instead of assisting the said Mungatha
Valle Ummall in according the affairs of the said Collingary he has
not done every thing in his power to oppose her wishes and intentions in respect
thereof or how otherwise And Whether in consequence of the enmity which
existed between the said Defendant and the said Mungatha Valle Ummall
in her life time great part or some and what part of the Estate of the said
Collingary has not been wholly lost to the said Estate And Whether

other part thereof is not in danger of being lost or how otherwise And Whether
your Oratrixes since they obtained Probate of the Will of the said Mungatha
Valle Ummall have not performed the Chanteas Religious and other Ce-
remonies usually observed and performed in the Family of the said
Collingary at a considerable expence or how otherwise And Whether
having obtained such last mentioned Probate your Oratrixes are not now the
only persons beneficially interested in the Estate of the said Collingary
or how otherwise And Whether as such they have not applied to the said De-
fendant to put them in possession thereof or to assist them in recovering the
same your Oratrixes being willing and having offered to indemnify the said
Defendant in his pleading or how otherwise And Whether in consequence of the ill
Will subsisting between them and the said Defendant the greater or some and
what part of the Estate of the said Collingary is not in danger of being lost or
how otherwise And Whether your Oratrixes did not cause a letter to be
written by their Solicitor and sent to the said Defendant And Whether the
same was not received by him on the ninth day of October One Thousand
Eight Hundred and Thirty three or when else to the purport and Effect hereinafter
set forth or to what other Effect is the same And Whether the said Defendant
did not wholly neglect to render the Account called for by the last mentioned
letter or how otherwise And Whether he has not neglected and refused
to send or has sent any answer to such letter or how otherwise And Whether in
Consequence thereof your Oratrixes at a considerable expence occasioned by the Conduct

and

and neglect if the said Defendant did not obtain from this Honorable Court a ce-
Citation to Compel the Defendant to render to this Honorable Court an Account of his
Administration of the Estate of the said Collingary or how otherwise And Whether
there are any and what debts of any Considerable Amount due by or outstanding on
against the Estate of the said Collingary or how otherwise And Whether the Defendant
is able to mention or specify any of such debts And Whether the said Collingary was
not Considerably and to what Amount in advance on Account of the Estates of the
said Tyapah and Tyapah they younger or one and which of them or how otherwise
And Whether he is not or was not a Creditor of the same to the extent of Pagodas or
Fifty thousand and upwards or to some other and what extent in particular or how
otherwise And Whether the said Tyapah the Elder and Tyapah the younger have
not been respectively dead upwards of Thirty four years or for how long a time in particular
And Whether after so great a lapse of time it must not and ought not to be presumed that
all demand against the said Estates have been satisfied or how otherwise And Whether
the pretences of the said Defendant in the Bill mentioned are not entirely groundless
and without foundation or how otherwise And Whether the Defendant objecting
opposing the wishes of your Oratrixes and in preventing them obtaining possession of the Estate
of the said Collingary is not mainly to extort or obtain money from your Oratrixes or how
otherwise And Whether the said Defendant has not offered to renounce Probate
of the Will of the said Collingary and to do all in his power to assist your

Oratrixes to obtain possession of his said Estate if your Oratrixes will consent to give
him a sum of Twenty thousand Rupees or some and what other sum or how
otherwise And Whether the Defendant in his Account Current filed on the
Ecclesiastical Side of this Honorable Court has rendered a true full and particular
Account of his Administration of the Estate of the said Collingary or how otherwise
And Whether the Defendant in the said Account has not neglected and
omitted to give Credit for any Rent for the House and Guarden Situate at Royapettah
as aforesaid after the Month of January One Thousand Eight Hundred and
Thirty two or how otherwise And Whether if the Defendant had used due
diligence or had not prevented the said Mungatha Pullea Ummall from letting
the same Tenants might not and would not have been procured for the said
last mentioned House and Premises or how otherwise And Whether in
particular in the Month of October One Thousand Eight Hundred and
Thirty two the said Mungatha Pullea Ummall had not offers to Rent the
said House and Premises And Whether in the Month of May or June
last past an offer was not made to the said Defendant by a Gentleman
to occupy the same for a time of Six Months at a fair and reasonable Rent
or how otherwise And Whether the Defendant did not neglect and refuse
to let him occupy the same or how otherwise And Whether the Defendant
by his acts has not made himself liable and ought not to be bound to
pay a reasonable Rent for the said House and Premises during the period

the same remained unincumbered and unprejudiced by the means and neglect
of the said Defendant and if not why not or how otherwise And Whether
an account of the Administration of the Estate of the said Collingary by
the said Defendant ought to be taken under the Decree of this Honorable
Court or how otherwise And that the said Defendant may answer the premises
and that an Account may be taken of the Estate and effects of the said
Collingary deceased and of the interest and income and profits thereof
or arising therefrom from the time of his decease and of the Rents and
profits of the said Collingarys Houses Lands and Premises received or
which but for the neglect and Default of the Defendant might have been
received since his death and of his debts and Legacies and that the
clear residue of the said Estate of the said Collingary may be declared
to belong to and be the property of your Oratrixes in virtue of the Last Will
and Testament of the said Margaretha Vallie Ummall and that your
Oratrixes may be declared intitled to sue for collect and get in such of
the Estate of the said Collingary as may be outstanding and for that
purpose if necessary to make use of the name of the said Defendant
as surviving Executor of the said Collingary upon your Oratrixes giving
such indemnity as this Honorable Court shall direct or that some proper
person may be appointed for that purpose under the orders of this Honorable
Court And that the said Defendant may be discharged from his said
Office of Executor of the said Collingary after passing his Accounts

said Estate and in the meantime that the said Defendant may be
restrained from further interfering with the Estate of the said Collingary
and every part thereof and that he may be decreed to deliver to your
Oratrixes possession of all such Property of the said Collingary as
shall be found to be in his hands or possession and to pay all such
monies as shall be reported against him — May it please your Lordships
the premises considered to grant unto your Oratrixes not only His Majesty's
most gracious Writ of Injunction issuing out of and under the Seal of this
Honorable Court thereby restraining the said Defendant Cannon
Ingasaw my Moodelly from further interfering with the Estate of the
said Collingary and every part thereof But also His Majesty's
most gracious Writ of Subpoena to be directed to the said Cannon
Ingasaw my Moodelly thereby commanding him at a certain day
and — under a certain pain therein to be inserted personally to be
and appear before your Lordships and then and there to answer the
premises and to stand to and abide and perform such order and
Decree herein as to your Lordships shall seem meet And your
Oratrixes shall ever pray &c.

C. M. Teed.

Tho. Teed
Compt Solr.

the same remained untenanted and unproductive by the means and neglect of the said Defendant and if not by him or how otherwise And Whether an Account of the Administration of the Estate of the said Collingary by the said Defendant ought not to be taken under the Decree of this Honorable Court or how otherwise And that the said Defendant may answer the premises and that an Account may be taken of the Estate and Effects of the said Collingary deceased and of the interest and income and profits thereof or arising therefrom from the time of his decease and of the Rents and profits of the said Collingarys Houses Lands and Premises received or which but for the neglect and Default of the Defendant might have been received since his death and of his debts and Legacies and that the clear residue of the said Estate of the said Collingary may be declared to belong to and be the property of your Oratrixes in virtue of the Last Will and Testament of the said Margatha Vallie Ummall and that your Oratrixes may be declared entitled to sue for collect and get in such of the Estate of the said Collingary as may be outstanding and for that purpose if necessary to make use of the name of the said Defendant as surviving Executor of the said Collingary upon your Oratrixes giving such indemnity as this Honorable Court shall direct or that some proper person may be appointed for that purpose under the orders of this Honorable Court And that the said Defendant may be

said Estate and in the meantime that the said Defendant may be restrained from further interfering with the Estate of the said Collingary and every part thereof and that he may be decreed to deliver to your Oratrixes possession of all such Property of the said Collingary as shall be found to be in his hands or possession and to pay all such monies as shall be reported against him — May it please your Lordships the premises considered to grant unto your Oratrixes not only His Majesty's most gracious Writ of Injunction issuing out of and under the Seal of this Honorable Court thereby restraining the said Defendant Connor Ijasawmy Moodelly from further interfering with the Estate of the said Collingary and every part thereof But also His Majesty's most gracious Writ of Subpoena to be directed to the said Connor Ijasawmy Moodelly thereby commanding him at a certain day and [redacted] under a certain pain therein to be inserted personally to be and appear before your Lordships and then and there to answer the premises and to stand to and abide and perform such order and Decree herein as to your Lordships shall seem meet And your Oratrixes shall ever pray &c

C. M. Tedd

Tho. Tedd

Filed 27th December 1833

In the Supreme Court
Madras
Equity Side

John Spanckie of Madras Inhabitant and a Writer in the Office of Thomas Reid Gentleman one of the Solicitors of this Honorable Court - Maketh Oath and saith that Connoo Ayasawmy Moodelly who is a Hindoo Inhabitant of Madras residing in Mootah Street otherwise called Connoo Mootah Moodelliar Street in the Black Town of Madras is as this Defendant is advised and believes Subject to the Jurisdiction of this Honorable Court -

Jno Spanckie

Sworn to at my Chambers
this 27th day of December 1833
Before me

R. Comyn -

Filed 18th February 1834
A. F. D.

In the Supreme Court of Judicature at Madras -
In Equity

1011.

The Answer of Connoo Ayasawmy Moodelly Defendant to the Bill of Complaint of Lutchmee Ummall and Nallayathaychee Ummall Complainants -

This Defendant now and at all times hereafter saving to himself all and all manner of benefit or advantage of Exception that can or may be had or taken to the many errors & uncertainties in the said Bill contained for Answer thereto or to so much thereof as this Defendant is advised it is material or necessary for him to make answer unto answering Saith that he admits that Collingaroy Moodelliar in the said Bill named did depart this life at Madras at the time in the said Bill in that behalf mentioned without male issue and without any immediate male relations other than this Defendant and his brother Connoo Ramasawmy Moodelly who are the sons of the said Collingaroy's Sister but whether they or either of them are or are not entitled to participate in the property which the said Collingaroy died possessed of this Defendant submits as a question of law to this Honorable Court and leaving him pursuing his orders Murgatha Vellee Ummall in the said Bill also named and the

Collingarey who had died in their Fathers lifetime And that the said Collingarey at the time of his death was possessed of and well entitled to very considerable Estate and property of some value Consisting of Houses Lands Gardens and Premises Money outstanding debts Gold and Silver Articles Jewels &c. but the value thereof in particular this Defendant is unable to set forth as to his knowledge remembrance information or belief and this Defendant saith he believes that some of the Houses Lands Godowns and other premises of which the said Collingarey died possessed belonged to and formed part of the Estate of Agapah Moodeliar the Uncle of the said Collingarey but this Defendant is unable to set forth as to his belief or otherwise save as hereinafter mentioned which part in particular of such Houses Lands Godowns and other property of which the said Collingarey so died possessed belonged to or formed part of the Estate of the said Agapah And this Defendant says he believes that the whole of the Estate and Effects of which the said Collingarey so died possessed was subject and liable to the payment of such of the Legacies as bequeathed by the Will of the said Agapah as at the time of the death of the said Collingarey remained unpaid And this Defendant further answering saith he denies that any such part of the property belonging to the Estate of the said Agapah of which the said Collingarey died possessed according to Hindoo Law ought to be subject to a provision for the Complainants and payments of debts to have descended to and become the absolute property of the said Mungatha Vullee Ummall but he submits it as a question of law to be decided by this Honorable Court whether according to Hindoo Law the whole of the Estate and property of which the said Collingarey at the time of his death was possessed (except as hereinbefore mentioned) and to which he was wholly entitled ought or ought not subject to a provision for the complainants and payments of debts to have descended to and become the absolute property of this Widow the said Mungatha Vullee Ummall or how otherwise And this Defendant further answering saith he denies it to be true that shortly before the death of the said Collingarey or at all this Defendant prevailed upon the said Collingarey to allow him this Defendant to prepare a Last Will or Testamentary Paper for the said Collingarey or that through the means and persuation of this Defendant a Paper writing in the Malabar Language was prepared and the signature of the said Collingarey obtained thereto in manner in the said Bill in that behalf mentioned or otherwise than that this Defendant admits that he and one Samariah are of the attesting Witnesses to the said will were the mediums of Communication between the said Collingarey and the person who made the said Will And this Defendant further answering saith that the said Collingarey was able to sign the name of his own accord and without any assistance Further answering this Defendant

wait the Pillow on which he signed it was required to be held and the body of the said Collingary supported while he did sign his said Will and that this Defendant consequently held the pillow while the said Collingary was signing his said Will and also leant against him to keep him sufficiently erect And this Defendant further answering admits that a Translated Copy of the Last Will or Testamentary Paper writing of the said Collingary is to the Effect in the said Bill in that behalf set forth but for greater certainty this Defendant craves to refer thereto when produced And this Defendant further answering saith that although the said Defendant in the said Testamentary Paper is described as the son-in-law of the said Collingary no such Relationship existed between them but this Defendant saith he believes that the original word in the will translated son-in-law will bear the Construction of and was intended to designate the relationship which this Defendant bore to the said Collingary namely that of being the nephew or son of the sister of the said Collingary And this Defendant although he believes that he is not submits it as a question of Law to be decided by this Honorable Court whether the said Defendant was and is in any degree connected with or related to the said Collingary so as to entitle this Defendant according to Hindoo Law to share in or interest any part of the Estate of the said Collingary or otherwise and although he believes he had not) whether he had or had not any greater or other interest therein than any stranger unconnected with and unknown to the said Collingary or otherwise or what if any such interest was except that this Defendant believes from his having been employed for many years before the death of the said Collingary by him as the Confidential Manager of his affairs and also of the Estate and Effects of the said Jyapah to whom the said Collingary was Executor and from his being with his elder Brother Ramasawmy the nearest blood relation of the said Collingary as well as from the words of the said Will of the said Collingary that the said Collingary wished and intended that this Defendant should have during his life in conjunction with the said Murgatha Vullee Ummall during her life and after the death of the said Murgatha Vullee Ummall solely the management and conduct of the affairs of his Estate subject to the provisions and directions in the said Will of the said Collingary contained And this Defendant further answering admits that after the death of the said Collingary certain proceedings were had in the Ecclesiastical Side of this Honorable Court between the said Murgatha Vullee Ummall and this Defendant touching the said Testamentary Paper writing and that this Honorable Court was pleased to Decree in favor of the same and to order that joint Probate thereof should pass in favor of the said Murgatha Vullee Ummall and this Defendant And this Defendant further

answering craves to refer to the said will and submits that as a question of Law to be decided by this Honorable Court when the said Will shall be produced whether this Defendant takes any and what right or Interest under the said Will or Testamentary Paper or (although he is advised and believes such is not the case) whether in virtue thereof he this Defendant was merely to act as an overseer or assistant to the said Murgatha Vullee Ummall to advise counsel and persuade her or to assist her in the management of the said Testators Estate if she should require it and if need be to rectify miscarriages or whether this Defendant was merely appointed a limited Executor of the said Will or how otherwise And this Defendant further answering saith that at or about the time of Probate of the said Will of the said Collingary having been granted as aforesaid an award of the Commissioners in England appointed to ascertain and report on the debts due by the late Ameer King Rajah of Tanjore having been received at Madras whereby a Considerable sum of Money was found and awarded to be due to the said Collingary the said Murgatha Vullee Ummall applied to this Defendant to allow her to receive the same and this Defendant thereupon expressed his willingness and desire to join the said Murgatha Vullee Ummall therein provided the Bond or security of the Madras Government to be granted in payment of such sum of Money was allowed to remain in the joint names of the said Murgatha Vullee Ummall and this Defendant or in their names as Executrix and Executor of the said Collingary until the liabilities of the said Collingary and all just rights and Claims for and in respect of the Estate and Effects of the said Collingary under and by virtue of the said Will and otherwise should be ascertained but that the said Murgatha Vullee Ummall having insisted on her right to alone to receive the same this Defendant refused to join her in such receipt and wrote and Caused a Letter to be written to the Accountant General requesting him not to issue such Bond or security to or in the name of the said Murgatha Vullee Ummall or pay to her the sum awarded to be due to the said Collingary but this Defendant says that notwithstanding such Notice and opposition on the part of this Defendant the Madras Government paid or otherwise issued a Bond or Promissory Note for the sum so awarded in favor of the said Murgatha Vullee Ummall alone or to Mr Thomas Leed her solicitor under a power of Attorney granted to him by the said Murgatha Vullee Ummall as such Executrix as aforesaid And this Defendant says that he has not in any other instance offered or made any opposition to the Defendant in the Collecting or getting

getting in or procuring by her the said Mungatha Vullee Ummall of the Estate and Effects of the said Collingaroy or ever refused his Assistance in enabling her to collect and get in the same but was always ready and willing so to do and offered in his Character of Executor to Assist her therein but that the said Mungatha Vullee Ummall not only refused to avail herself of this Defendants assistance but objected to his interfering therein And this Defendant further answering doth he does not know and cannot set forth as to his knowledge remembrance information or belief whether the said Mungatha Vullee Ummall who this Defendant admits to have obtained Probate of the said Will in the only terms on which this Honorable Court would be pleased to grant the same and as mentioned in the said Bill did proceed to collect and get in so much of the Estate and Effects of the said Collingaroy as she was enabled to do without the assistance of this Defendant or as she could obtain notwithstanding the opposition of this Defendant or how otherwise this Defendant denying that he made any opposition save as aforesaid And this Defendant believes that the said Mungatha Vullee Ummall collected and got in some part of the Estate and Effects of the said Collingaroy which she was enabled to do without the assistance of this Defendant but what part or parts in particular this Defendant is unable save as aforesaid to set forth And this Defendant further answering denies it to be true that he did all in his power to prevent the said Mungatha Vullee Ummall obtaining or realizing any part of the Estate

or Effects of the said Collingaroy or otherwise and this Defendant says the Contrast in particular of this Defendant in regard to the said Estate of the said Collingaroy was that he offered such opposition as is hereinbefore mentioned in regard to the same found on by the said award and that finding such opposition to be in vain he offered no further opposition to the said Mungatha Vullee Ummall Collecting in the Estate but remained passive save as herein mentioned & that he was at all times ready and willing to join in all necessary acts in regard thereto and that he this Defendant managed and took care of such part of the Estate of the said Collingaroy as was in his hands And this Defendant further answering admits that the said Collingaroy was amongst other things possessed of and entitled to a Garden House and premises situate at Kelpan and that immediately after his death this Defendant (he being an Executor of the said Collingaroy's Will) did enter into and take possession of the same and has ever since continued in possession thereof and in the enjoyment of the rents issues and profits of the same and that he has not in any manner save as is next hereinafter particularly mentioned accounted with the said Mungatha Vullee Ummall in her life time for the same or unto the Complainants Executrix since her death in respect thereof further or otherwise than that this Defendant says he accounted for the same in his Inventory and Account filed on the Ecclesiastical Side of this Honorable Court as hereinafter mentioned on the sixth day of December last and on the occasion of his filing such Inventory and Account

And this Defendant denies that he was in the life time of the said Murgatha Vallee Ummall or has been since her death or at any other time or ever requested to account with the said Murgatha Vallee Ummall in her life time in respect of such rent issues or profits And this Defendant further answering admits that the said Collingamy was also possessed of and entitled to Certain shares of and in a Certain House Building and premises situate in Fort Saint George and known by the name of the Exchange which is in the occupation of the Government of Fort Saint George as Tenants thereof at a Monthly rent And this Defendant says he believes and admits that Considerable arrears of such rent were due in the life time of the said Murgatha Vallee Ummall and that such arrears of Rent have increased but not greatly since her death but this Defendant positively denies that he notwithstanding he had or had not any beneficial interest therein or otherwise or at all did prevent the said Murgatha Vallee Ummall from receiving the same in her life time or has offered or does now offer and prevent the Complainants from collecting and getting in the same and every or any part thereof or that by reason of the Conduct of this Defendant such Rent is in jeopardy and in danger of being lost and he makes out the same by saying he has neither done nor omitted any act whereby such Rent should be in jeopardy or in danger of being lost but this Defendant says and submits that as the Government paid and delivered to the said Murgatha Vallee Ummall the amount found due on the said Lawyers award was as competent as aforesaid Competent to give a receipt for such Rent And this Defendant says he has lately been informed and believes that the Government or the person authorized to pay the same offered to pay such Rent on the joint receipt of the said Murgatha Vallee Ummall and this Defendant but that the said Murgatha Vallee Ummall would not receive the same upon those terms she being desirous that this Defendant should not interfere And this Defendant says the said Murgatha Vallee Ummall never informed this Defendant that she experienced any difficulty in procuring such rent or that this Defendants receipt for the same was required and never applied to this Defendant to join her in such receipt tho' she says he was ready and willing to join therein And this Defendant believes from the Conduct of the said Murgatha Vallee Ummall that if this Defendant had offered to join her in the receipt of such rent tho' this Defendant was not aware till after her death that such joint Receipt as aforesaid was required she the said Murgatha Vallee Ummall would have refused such offer And this Defendant further answering admits that the said Collingamy was likewise possessed of and well entitled to Certain Bottiques and Premises situate at Chintadrepettah let to Tenants at a Monthly Rent of One hundred Pagodas or thereabouts But this Defendant denies that he hath got in or received any part of such rent tho' he says and admits that shortly after the death of the said Collingamy and while this Defendant was on friendly terms with the said Murgatha Vallee

Defendant in consequence of the importunity of one Ramasawmy a writer employed by the said Collingarey for payment of the Arrears of salary due to him did write the consent and at the request of the said Murgatha Vallee Ummall give to the said Ramasawmy two written Orders on one Rogava Chetty who had been employed by the said Collingarey to collect such rents to pay thereout to the said Ramasawmy the sum of Twenty Pagodas or thereabouts on account of the Arrears of wages due to him but this Defendant doesnot know whether such orders were paid or not And this Defendant says that the reasons why this Defendant has not got in or received the rents of the said Bungues and premises situate at Chunlah pettah are that this Defendant has not been in possession of the said Bungues and premises and that the said Murgatha Vallee Ummall never informed this Defendant that she had any difficulty in receiving such rents or that such rents remained unpaid and that the said Murgatha Vallee Ummall in her lifetime and the Complainants since her death has and have objected and refused to allow this Defendant to act in the Administration of the Estate and the said Murgatha Vallee Ummall was in possession of the Rents of the said Will of the said Collingarey and the said Murgatha Vallee Ummall being in possession of the Title Deeds of the last mentioned Bungues and premises and of the said Rents might have collected and got in such rents which this Defendant believes she did And this Defendant further answering saith he admits that not having collected or got in such rents he has not

any time accounted for the same And this Defendant positively denies that by his Conduct and of passitive he prevented the said Murgatha Vallee Ummall in her lifetime from receiving the same or any part thereof but on the Contrary was at all times ready and willing to have joined the said Murgatha Vallee Ummall in receiving the same And this Defendant positively denies that he does prevent the Complainants from obtaining payment thereof And this Defendant further denies that by reason of this Defendants conduct the same is in jeopardy and in danger of being lost and he makes out the same by stating that he has been at all times ready and willing to receive the same and to have joined the said Murgatha Vallee Ummall in her lifetime and the Complainants since her death in the receipt thereof and he has neither done nor omitted any act whereby such rents them to be in jeopardy or in danger of being lost And this Defendant further answering saith he admits that soon after the death of the said Collingarey he this Defendant did obtain from the said Murgatha Vallee Ummall (she being then on friendly terms with this Defendant and having voluntarily delivered the same to this Defendant) divers Jewels and Toys of Considerable value belonging to the Estate of the said Collingarey but not to the said Murgatha Vallee Ummall And this Defendant admits that he never returned the same or rendered any account thereof to her in her life time or to the Complainants since her death but this Defendant says that he was never desired or required by them or either of them to return the same and he says that the same are specified and set forth in his Inventory and Account of the Estate of the said Collingarey filed on the Ecclesiastical

Side of this Honorable Court as hereinfmentioned and that the same are in his possession ready to be delivered to such person or persons as this Honorable Court shall direct and declare to be entitled thereto And this Defendant admits that soon after the death of the said Collingary this Defendant did obtain from the said Murgatha Pullie Unnmall (she having delivered the same to him voluntarily as a security for Five hundred Pagodas which this Defendant lent and advanced to her at her request to enable her to defray the expences of the funeral Ceremonies of the said Collingary) a Company Bond or Government Promissory Note of the Five per Cent loan for the sum of One Thousand and Five hundred Star Pagodas standing in the Name of the said Collingary being No 10,267 And that this Defendant never returned the same or rendered any account of the disposal thereof to the said Murgatha Pullie Unnmall but this Defendant says the same is mentioned and set forth in his said Inventory and Account and is in his possession ready to be produced And this Defendant further answering admits that the said Collingary was likewise possessed of a Certain House Garden and premises situate at Royapettah which came to this Defendants possession as Executor as aforesaid on the death of the said Collingary and of which the said Defendant has possessed himself And this Defendant says the said House Garden and premises at Royapettah were occupied by Charles Morton Lead Esqr from the time of the death of the said Collingary till the thirty first day of January One Thousand Eight hundred and thirty two And this Defendant says that save as aforesaid no opportunities had offered to this Defendant of letting the same to respectable Tenants for a fair and reasonable rent during the life time of the said Murgatha Pullie Unnmall save only that Mr Campbell one of the Barristers of this Honorable Court about the Month of June or July as this Defendant believes in the year One Thousand Eight hundred and thirty three offered to rent the same at the Monthly rent of Eighteen Pagodas which was not in the Judgment of this Defendant a fair and reasonable rent for this Defendant says that the said Mr Lead occupied the same under an agreement to pay Twenty two Pagodas a Month and that this Defendant has lately let the same to Major Strahan at that rate And this Defendant further answering says that save as aforesaid many or any opportunities had not to the knowledge remembrance information or belief of this Defendant offered of letting the same to respectable Tenants for a fair and reasonable rent during the life time of the said Murgatha Pullie Unnmall And this Defendant says that while the said last mentioned House and premises remained unoccupied the said Murgatha Pullie Unnmall endeavoured to prevent this Defendant letting the same by causing Padlocks to be affixed one on the front door and the other on the Back door of the said House And this Defendant further answering says he refused to let the House to the said Mr Campbell for the reason aforesaid but otherwise he denies that he refused to permit her to let the said House during great or any part of such time on the said Bill in that behalf mentioned or that he would not let the same himself And this Defendant denies that by reason thereof or the Conduct of this Defendant Considerable or any loss has been

been sustained by the Estate of the said Collingaroy (when the Contrary) as this
Defendant believes and submits considerable benefit has been derived to the Estate
thereby in as much as the said House is at present left for Twenty two Pagodas
a Month whereas the said Mr Campbell refused to give more than Eighteen Pagodas
a Month for the same And this Defendant further answering says he does not
believe but further or otherwise he cannot answer or set forth whether the said
Murgatha Vullee Ummall had an opportunity of letting the said Garden House
and premises last mentioned on advantageous terms but this Defendant admits
he did in the Month of October One Thousand Eight Hundred and Thirty two
receive such written application on the part of the said Murgatha Vullee Ummall
for possession thereof and this Defendant believes that the said Murgatha Vullee
Ummall did in the Month of October One Thousand Eight Hundred and Thirty two
cause a written application to be made to this Defendant for possession thereof but that
any effect but this Defendant says that being an Executor of the said Collingaroy and
in advances on account of his Estate he did not consider himself bound to comply
with such application to deliver the same to the said Murgatha Vullee Ummall But
this Defendant says that the said Murgatha Vullee Ummall did not inform this
Defendant to whom she had an opportunity of letting the same nor Consult him as to
the terms on which the same was to be let or ask him to join with her in the letting of the
same And this Defendant admits that such written application as in the said Bill
that behalf mentioned was received by this Defendant and is to the effect in the said Bill
set forth And this Defendant says he admits he did not Comply with such last
mentioned written request or send any answer thereto and the reasons why he did
not do so are as hereinbefore mentioned And this Defendant denies that the said
Murgatha Vullee Ummall was deprived of the opportunity or she the then had of
letting the same if any such opportunity she then had for this Defendant says
that if the said Murgatha Vullee Ummall had mentioned to this Defendant the
name of the person to whom she had an opportunity of letting it this Defendant
would have allowed such person to have occupied the same provided such person
had agreed to pay a fair and reasonable Rent for the same And this Defendant
further answering admits that the said Collingaroy was likewise possessed of
Considerable other Landed property consisting of Houses and Gardens and premises
But this Defendant denies that in consequence of the differences existing between the
Defendant and the said Murgatha Vullee Ummall in her life time and by
reason of the Conduct of the Defendant the same or some and any part thereof
have been wholly unproductive to the Estate of the said Collingaroy For this Defendant
says he has never interfered with the said Murgatha Vullee Ummall therein because
she refused to allow this Defendant either to interfere or assist her therein And this
Defendant denies that but for the interference of this Defendant this Defendant as

denying

denying such interference the same might or would have been rendered unprofitable and productive of Considerable advantage to the said Estate And this Defendant Says he believes that but further or otherwise he cannot answer or set forth inasmuch as this Defendant has never since the death of the said Collingany been in possession of his Books of accounts or securities for money which were all in the hands of the said Murgatha Vullee Ummall in her life time and of the Complainants since her death that the said Collingany at the time of his death had owing to him a sum Exceeding one Lack of Pagodas and that some part thereof was due to him upon Notes Bonds securities and Mortgages but this Defendant is unable for the reasons last aforesaid to set forth whether the whole or what part or amount in particular was due to the said Collingany upon Notes Bonds Securities or mortgages or how otherwise And this Defendant positively denies that the said Murgatha Vullee Ummall was unable to sue for or recover the same or any part thereof by reason of the Conduct of this Defendant and of the Differences Existing between her and this Defendant but on the Contrary thereof this Defendant frequently offered to join her in the recovery of the Debts due to the said Collingany but the said Murgatha Vullee Ummall not only refused such offer but never applied to this Defendant to join her therein And this Defendant Says he believes it may be true but further or otherwise he cannot set forth as

remembrance information or belief that the same or a great or some part thereof but what part he cannot for the reasons aforesaid set forth as to his knowledge remembrance information or belief are in jeopardy and in danger of being lost to the said Estate but this Defendant Says that if any loss shall accrue thereon the same will have been occasioned by the conduct of the said Murgatha Vullee Ummall in refusing to join this Defendant in the recovery of the same and retained in her hands the Securities for such debts and this Defendant admits that at the time of the death of the said Collingany accounts in respect of dealings and transactions which had Existed between Mootah Modelliar the Father of this Defendant in his life time and the said Collingany from the thirty first July One Thousand Eight Hundred and Nineteen but not otherwise were unsettled and unadjusted And that the said Murgatha Vullee Ummall after the death of the said Collingany did file her Bill of Complaint against this Defendant and his Brother for a settlement of the same And that the said Defendants thereto did afterwards appear and answer the said Bill and that certain other proceedings were had therein and a Decree made referring it to the Master to take the accounts between the parties as by the said Decree directed and that such suit has lately been received by this Defendant and his said Brother against the Complainants as the Executrixes of the said Murgatha Vullee Ummall and as having possessed themselves of the Estate and Effects of the said Murgatha Vullee Ummall and of the said Collingany and that the said Complainants have obtained

the said Bill of Revivor and that the said Suit has since been revived and is now
proceeding against them in their respective relative capacities as aforesaid And this
Defendant further answering admits that the said Murgatha Vullee Ummall
did depart this life at Madras at the time in the said Bill in that behalf mentioned
but this Defendant says he does not know and cannot set forth as to his information
or belief or otherwise whether the said Murgatha Vullee Ummall did so depart this
life without having disposed himself of or validly disposed of any considerable part of the
Estate of her deceased husband the said Collingarry and this Defendant
says he believes and admits that the said Murgatha Vullee Ummall in her
lifetime did make and publish her last Will and Testament in writing bearing
date as in the said Bill in that behalf mentioned And that she did thereby
give and bequeath to the said Complainants the whole of her Estate property
and Effects of every kind and Nature soever whether derived from the Estate of
the said Collingarry or otherwise howsoever in equal shares and proportions as in
the said Bill mentioned And that the said Murgatha Vullee Ummall did
thereby appoint the said Complainants the Executrixes of the said Will And that
they were thereby directed to have the entire management of her Estate and of the
Estate and property of the said Collingarry and also of the Estate of Tyapah and
Tyapah in the said Bill called Tyapah the Elder and Tyapah the Younger
therein mentioned but this Defendant submits it as a question of Law to be determined
by this Honorable Court whether such will be such that he craves for greater certainty to

refers is legal and valid as to so much thereof as refers to the Estate and property of the said
Collingarry and of the Estates of the said Tyapah and Tyapah in the said Bill called
Tyapah the Elder and Tyapah the Younger whose Estates and property were intermixed
with and formed part of the property which in the said Bill is stated the said
Collingarry died possessed of and entitled to and herein this Defendant craves to refer
to the Will of the said Tyapah which is filed of Record in the Ecclesiastical side of
this Honorable Court and this Defendant further answering admits that after
the death of the said Murgatha Vullee Ummall the said Complainants did Exhibit
her last Will and Testament in the Ecclesiastical side of this Honorable Court and
obtain Probate of the same as the sole Executrixes therein named And this Defendant
further answering says he believes but further or otherwise he cannot as to his knowledge
remembrance or information set forth that in virtue of the said Will of the said Murgatha
Vullee Ummall the Complainants are desirous of obtaining the whole of the property to
which the said Murgatha Vullee Ummall was entitled but this Defendant submits it as
a question of Law to be decided by this Honorable Court whether the Complainants are
entitled to the Estate and property which belonged to the said Collingarry and to the said
Tyapah And this Defendant further answering saith he believes but further or
otherwise he cannot set forth that the whole or the principal part of the property which
the Complainants by their Bill state they are desirous of obtaining does consist of the
Estate and Effects of the said Collingarry outstanding and unrecovered as well as of the
Estate of the said Tyapah but this Defendant denies that the same or any part

thereof

thereof do remain outstanding and unsecured for the reasons in the said Bill on that behalf
mentioned And this Defendant says that otherwise than as aforesaid he is unable to
set forth as to his knowledge remembrance information or belief of what the property which
by the said Bill the Complainants state they are desirous of obtaining does consist
And this Defendant says that at the time this Defendant was appointed by the Will of the
said Collingarey to continue to see or conduct all the said Collingarey's business pecuniary
dealings Charity gifts Charities assistance to strangers and Family this Defendant has never
in any manner or at any time in consequence of the aforesaid Conduct of the said Murgatha
Vullee Ummall in her life time and of the Complainants since her death acted according to
the spirit and meaning of the said Will but this Defendant says that he has acted
partly and as far as he was able accordingly to such spirit and intention and that he was
always ready and willing so to do and has frequently offered to assist the said Murgatha
Vullee Ummall therein and in arranging the affairs of the said Collingarey but that she
not only refused to avail herself of such assistance but refused to allow this Defendant to act
therein or to assist her therein And this Defendant further answering positively denies that instead
of assisting the said Murgatha Vullee Ummall in arranging the affairs of the said
Collingarey he has done every thing in his power to oppose her wishes and intentions in respect
thereof And this Defendant says he never had any enmity towards the said Murgatha Vullee
Ummall but on the contrary was always desirous and frequently offered to assist her in the
administration of the Estate of the said Collingarey but that her enmity to this Defendant
was such that she refused this Defendant's assistance and when it was at

she even permitted his to the Estate than required or allow of this Defendant's assistance And
this Defendant believes and admits that in consequence of the enmity which existed on
the part of the said Murgatha Vullee Ummall in her life time towards this Defendant
but not in consequence of any further or other enmity which existed between this Defendant
and the said Murgatha Vullee Ummall (no enmity having existed on the part of this
Defendant towards her) great part or some part of the Estate of the said Collingarey may
have been wholly lost to the said Estate and that other part thereof may be in danger
of being lost but whether great part or some or what part of the Estate of the said
Collingarey has been wholly lost to the said Estate in consequence of such enmity
or in consequence of any disputes which existed between this Defendant and the
said Murgatha Vullee Ummall or whether other part thereof is in danger of being
lost in consequence of such enmity or disputes this Defendant is unable to set forth
as to his knowledge remembrance information or belief or at all this Defendant
not having possession or sufficient knowledge of his Books Vouchers and other
papers belonging to the Estate of the said Collingarey which were in the possession
of the said Murgatha Vullee Ummall in her life time and which she refused
on several occasions when requested so to do to allow this Defendant to inspect And
this Defendant further answering saith he is unable to set forth as to his knowledge
remembrance information or belief save as is hereinafter mentioned whether the
said Complainants since they obtained Probate of the Will of the said Murgatha
Vullee Ummall have performed the Charities Religious and other Ceremonies

usually

usually observed and performed in the Family of the said Collingary at a Considerable Expence or how otherwise but this Defendant says he has been informed and believes the Complainants have performed some of such Charities Obligations and other Ceremonies but this Defendant is unable to specify which of them have been so performed And this Defendant submits it as a question of Law to be decided by this Honorable Court whether having claimed such last mentioned Rebate the Complainants are now the only persons beneficially interested in the Estate of the said Collingary or how otherwise And this Defendant believes it to be true that save by the Letter of the Complainants Solicitor hereinafter mentioned the Complainants as such Executrixes as in the said Bill mentioned have applied to this Defendant to put them in possession thereof or to assist them in recovering the same the Complainants being willing and having offered to indemnify the said Defendant on his so doing or otherwise this whether the Complainants are so willing or ready to give such Indemnity and Capable of giving such this Defendant does not know and cannot set forth as to his information otherwise further than that this Defendant believes they are not capable of giving a sufficient indemnity and this Defendant submits as a question to be decided by this Honorable Court whether this Defendant was bound to receive any such indemnity as in the Bill mentioned upon the terms therein mentioned And this Defendant further answering saith he denies that there is any ill will subsisting on the part of this Defendant towards the said Complainants but he believes considerable ill will

subsists on the part of the said Complainants against this Defendant and therefore this Defendant denies it to be true that in consequence of the ill will subsisting between the said Complainants and this Defendant the greater or some and what part of the Estate of the said Collingary is in danger of being lost this this Defendant believes such may be the case in consequence of the ill will of the Complainants towards this Defendant and of their keeping possession from this Defendant of the Books Accounts and Vouchers belonging to the Estate of the said Collingary and this Defendant further answering saith he believes and admits that the said Complainants did cause a letter to be written by their Solicitor and sent to this Defendant And this Defendant admits that the same was received by him on or about the Ninth day of October One thousand Eight hundred and Thirty-three to the purport and effect in the said Bill in that behalf set forth and this Defendant further answering saith that on receiving such letter he proceeded to make out an Inventory and account of the Estate of the said Collingary come to his hands possession or power but that before he could complete the same a citation was issued on the Ecclesiastical Side of this Honorable Court calling upon this Defendant to render such Inventory and account to the Court which he accordingly did but this Defendant denies that he wholly neglected to render the account called for by the last mentioned letter but on the Contrary as soon as the same was prepared by him he filed the same on the Ecclesiastical Side of this Honorable Court And this Defendant admits that such account not having been

prepared before the bitation was filed And this Defendant as the sole surviving Executor not being
justified in delivering the Estate of the said Collingarey in his hands to the Complainants until
the claims thereon were satisfied and the said Complainants said Bill of Complaint being the
as this Defendant was informed and believes actually drawn or nearly so he this Defendant
did not send and has not sent any answer to such letter but he denies he did or has refused
to do. And this Defendant says he does not believe but further or otherwise he cannot
answer or set forth as to his knowledge remembrance information or belief in consequence
of this Defendant having neglected or refused to send or of his not having sent any answer
to such letter the Complainants at a considerable expence occasioned by the undue and
neglect of this Defendant did obtain from this Honorable Court a Citation to compel
this Defendant to answer to this Honorable Court an Account of this Administration
of the Estate of the said Collingarey but this Defendant admits that they did obtain
such Citation And this Defendant says that to the best of his information and belief there
are debts of a considerable amount due by and liabilities outstanding against the Estate
of the said Collingarey and to which the same is subject and that such debts are by
him as having possessed himself of the Estate of the said Sygapah and that such debts as
far as this Defendant believes are as follows or is able to mention and specify Pagodas
of Four thousand six hundred and Sixty Eight Pagodas seventeen fanams and Twenty
Cash on account of the arrears of an annuity of Four hundred Pagodas bequeathed by the
Will of the said Sygapah to Commanoo Moodelly

March One Thousand Eight hundred and to the twentieth of November One Thousand Eight
Hundred and fourteen (the day of his demise) being thirteen years Eight Months and
Thirteen Days at Four hundred Pagodas a year amounting to Five thousand
four hundred and Eighty one Pagodas and five fanams on account of which Commanoo
Moodelly in his life time received from the said Collingarey at different times the sum of
Eight hundred and twelve Pagodas Thirty two fanams and Sixty Cash only as this
Defendant has been informed and believes. The arrears of an Annuity of One
hundred and fifty Pagodas bequeathed by the said Will of the said Sygapah to
Murgatha Ummall the Younger Sister of Collingarey and who is now living from
the Seventh March One Thousand Eight Hundred to the present time on account
of which annuity the said Murgatha Ummall in the life time of Collingarey
received from him at different times the sum of One Thousand One Hundred and
Fifty two Pagodas three fanams and forty Cash only as this Defendant has been
informed and believes which annuity was particularly mentioned in the Will of
Sygapah to be paid from and out of the rents and profits of a Garden situate at
Meerapettah the rents of which the said Collingarey in his life time and after
his death the said Murgatha Vullee Ummall in her life time and the Complainants
since her death have been in the receipt of the arrear of an annuity of One Hundred
and fifty Pagodas bequeathed by the said Will of the said Sygapah to Chellamah

from the seventh March One Thousand Eight Hundred & August One Thousand Eight Hundred
and Twenty the time of her death being Twenty Years five Months and Twenty three days on
account of which she at different times in her life time received from Collingarey One thousand
one hundred and Fifty five Pagodas three fanams and Sixty Cash only as this Defendant has
been informed and believes the same which may be found due to this Defendant and
his Brother Annasawmy as the sons and representatives of Mootiah Mudelly under
the Decree in the said suit to commence as in the said Bill mentioned against the said
Annasawmy and this Defendant and which as aforesaid has been served against the
said Complainants and which sum has been ascertained by the Masters Report to amount
to Seventeen thousand One hundred and Six Rupees and three Annas together with an
annuity directed by the said Iyapahs Will to be paid after the said Mootiahs death to
his the said Mootiahs sons And this Defendant says that Annasawmy Mudelly
and Shunmoogamy Mudelly the representative of Mr Vadeyherry Mudelly and
Canacasabee Mudelly deceased claim the sum of Ten thousand Pagodas or
thereabouts to be due by the Estate of the said Iyapah in respect of which the said
Collingamy in his life time came to a settlement of Accounts and Registered the
Deed of settlement in the Supreme Court as this Defendant has been informed and
believes and became as this Defendant believes personally liable to pay the same
And this Defendant also says he believes that several of the Charity Legacies
bequeathed by the Will of the said Iyapah

Collingarey And this Defendant further saith that he is as aforesaid able to mention and
specify such Debts And this Defendant further saith that he does not pretend but he
says that the said Collingarey's Estate is liable in respect of demands against the Estate
of the said Iyapah of whose Will the said Collingarey was Executor and that the
accounts of the said Estate have never been wound up or adjusted And this Defendant
further answering saith to the best of his knowledge information and belief the said
Collingarey was not considerably or to any Amount in advance on account of the Estate
of the said Iyapah in the said Bill called Iyapah the younger but was on the contrary
to the best of this Defendants knowledge information and belief considerably indebted
to the Estate of the said Iyapah but this Defendant says he is unable to set forth as to his
knowledge remembrance or belief Whether the said Collingarey was or was not in advance
on account of the Estate of Iyapah in the said Bill named Iyapah the Elder And this
Defendant says he does not believe (but further or otherwise he cannot as to his knowledge
remembrance or information set forth) that the said Collingarey is not and was not a
creditor of the Estate of Iyapah and Iyapah in the said Bill called Iyapah the
Elder and Iyapah the younger to the Extent of Fifty Thousand Pagodas and upwards
or to some other or any extent in particular but was otherwise to the best of this Defendants
belief indebted but to what extent this Defendant cannot set forth as to his
information belief or otherwise to the Estate of the said Iyapah And this Defendant
further answering admit that the said Iyapah and Iyapah in the said Bill

called the said Tyapah the Elder and Tyapah the younger have been respectively dead
upwards of Thirty five years And this Defendant submits it as a question of law
to be decided by this Honorable Court whether after so great a lapse of time it must
and ought to be presumed that all demands against the said Estate have been
satisfied or how otherwise And this Defendant denies that the pretences of the
Defendant in the Bill mentioned and averred are entirely frivolous and without
foundation And this Defendant denies that his object in opposing the wishes of the
Complainants and in preventing their obtaining possession of the Estate of the said
Collingary is and was mainly or at all the Extortion obtain money from the said
Complainants but for this Defendants own protection And this Defendant denies it
to be true that he has offered to renounce Probate of the Will of the said Collingary
and to do all in his power to assist the said Complainants to obtain possession of his
said Estate of the said Complainants will or would consent to give him a sum of Twenty
Thousand Rupees or any other sum or that he has so offered at all And this Defendant
further answering saith he has in his Account Current filed in the Ecclesiastical side of this
Honorable Court rendered a full true and particular Account of his administration of
the Estate of the said Collingary And this Defendant further answering saith he ought
has in his said Account omitted to credit for any rent for the House
and Garden situate at Royapettah as aforesaid after the Month of January One
Thousand Eight Hundred and Thirty two for he this Defendant says he has not

received any rent for the same for any period subsequent to the Sixteenth day of May One
Thousand Eight Hundred and thirty one the said Mr Charles Martin Steed having
paid as he has informed this Defendant and believes it to be true to the said Murgatha
Vullee Ummall or her Solicitor the rent for the same during the time he occupied the same
after that Period And this Defendant says he was not able to obtain save as aforesaid
tenants for the same after such period and he denies it to be true that if this Defendant
had used due deligence or had not prevented the said Murgatha Vullee Ummall from
letting the same Tenants might and would have been procured for the last mentioned
house and premises unless the same was let at a rent other than a fair and reasonable
rent for this Defendant says he used all due deligence to obtain tenants for the same
at a fair and reasonable rent that the said Murgatha Vullee Ummall never except
in the case of Mr Campbell and save as aforesaid ever informed this Defendant
of any offer she had to rent the same And this Defendant further answering
saith he does not know and cannot set forth as to his belief or otherwise whether in a
particular in the Month of October One Thousand Eight Hundred and Thirty two the said
Murgatha Vullee Ummall had or had not offers to rent the said house and premises but this
Defendant says that the said Murgatha Vullee Ummall did not inform this Defendant
of the name of any person or persons from whom she had received such offers which this
Defendant submits she ought to have done And this Defendant further answering
denies that in the Month of May or June last past any offer was made to this
Defendant by a Gentleman to occupy the same for a term of six Months at a