[illegible] of the [illegible] V.A.(?)

1779

25,000—4-5-32.

Block 7

Rack No.

Shelf No.

Serial No. 3

General No. 2434

418

Pachayappa's Case (Nalani aiyer vs Powney Narrain Pillay)

Depositions by W. Rose

At a Court of the Recorder of Madras held at Fort St George Madras on Monday the 22nd day of April Anno Domini 1799

First day of the Second Term of the Year 1799

Present Sir Thomas Strange Knight
Recorder
Alexander Cockburn Esqr Mayor
Sir Richard Yeldham Alderman

Mayor's Court Records
Series XIV Records of the Court of Recorder
Vol (3)
1799

Francis Lawton
v
Gillman & Hancorne

Ordered that this Cause do come on to be heard on Monday next Ex Parte, the Defendant not having filed any Plea

Samuel Johnson
v
United Company

Affidavit of Robert Williams Attorney for the Deft read & filed

Rule Returned by Plaintiffs Attorney

Discharged with Costs

Peter ~~[illegible]~~ Thompson
v
Daniel Shutty } Ordered that the Cause be come to be heard on Monday Ex Parte the Defendant not having fil

Amienchivolo Kristnah
vs
Ravoonootaloo Vincataroyloo
On reading the Affidavit of Ravoonootaloo Vincataroyloo the Defendant a Rule of two days granted to shew Cause why the Proceedings in this Cause should not be stayed

Veevanauda Tanker Lewter
vs
Madapuckum Veedaryah
Ordered that this Cause do come on to be heard on Wednesday

Ramiah Braminy
vs
J. P. Burlton
Ordered that this Cause do come on to be heard on Tuesday the 30th Instant – Ex Parte, on the Prothy. Certificate of no Plea being filed

Commundeary Aunnta Charloo Braminy
vs
Pavleom Yayofoh Chitty
The Attr. for the Plaintiff moves that a day may be fixed to hear this Cause Ex Parte, on the Prothonotarys Certificate that no Plea has been filed. Ordered to come on, on Wednesday Week

Tellingya Chitty
vs
N.5. Roll
Recd. 84
Azamoly Moortean
Sobrowmian now on the Part of the Plaintiff
Judgment given in favor of Plaintiff

Adjourned until Tuesday at 9 Clock

At a Court of the Recorder of Madras held at Fort St George Madras on Tuesday the 23rd day of April Anno Domini 1799

Present Sir Thomas Strange Knight
Recorder &
Mr James Call Alderman.

Samuel Johnson
vs
United Company
The Attr. for the Plaintiff move that a Rule of ~~two~~ four days may be granted on the Affidavit of the Plaintiff, and the Affidavit of Robert Williams, to shew Cause why the Plea of the Statute of Limitations should not be expunged – Rule granted.

Vellanore Chinneah
vs
Collumbaukum Arnachellum
Ordered that the attorney for the Deft. do make an Affidavit that his Client has Merit

Attoocoor Varrisenah Chitty & Ponnoo Balagoopah Chitty
vs
Moddispetty Shashgerry Royer

Rule ~~for four days~~ to shew Cause on Thursday on motion of the Atty for the ~~Defendant~~ on Plaintiff ~~on~~ the Affidavit of Poonoomly Soobeah Bramany with an Exemplification of Record annexed why the former Judgment given in this Cause ~~may~~ should not be set aside and a new Trial granted

Peter Johannes by Stephen Hockell
vs
Baula Chitty Yagapah Chitty

The Atty for the Defendant moves that he may be allowed to pay Money into Court & to plead - Granted on payment of Costs, the Deft to file an issuable Plea

N Ekinderley Admor of Drake
vs
Shenevasah Rungiah Admor of Trumpoorin

Ordered that this Cause do come on to be heard Ex Parte on Thursday week - on the Certificate of the Prothonotary of no Plea being filed

Latchmy Ummal Admix of P. Vencatachellum Moodely
vs
The Executors of Ryapah Moodelly

On Motion of the Deft Attorney four days from the beginning of this Term granted to plead & to plead several Matters

Poonoy Nasarun Pillay
vs
Muttoonarah Chitty -

The Atty for the Defendant moves that the Proceedings in this Cause may be stayed on the grounds of the Affidavits filed by him, to which the Atty for the Plaintiff objects on the grounds of the Affidavits filed on the Part of the Plaintiff - The Atty for the Deft then prays that he may be allowed to file an Affidavit of his Client in further support of his Objection - Allowed until tomorrow to file the Affidavit - Affidavit of Vausee Chitty in support of Defendant's Motion filed.

N. Ekinderley Admor of D. Drake unadministered by Denvasan Drake deceased
vs
Ann Shaw Extrx of G. Mackay, Polack & others

The Court Decree that the Defendant ~~Moodelly & Ramanbeeg~~ T. Polack, Yamanah Moodelly be Bill dismissed as against the Defendant Shenevasah Rungiah with Costs - That the Defendants T. Polack, Yamanah Moodelly & Thatheeng Moodelly the Judgment Creditors, be restrained from any benefit of their several Judgments of the 7th July & the Judgments of the 4th August 95 & the Orders made thereupon in their several Suits against Ann Shaw Extrx of G. Mackay & W. Coleman Jackson, and that the several Certificates admitted to be in the hands of Madarankeen Verdary at Moodelly be delivered into the Registry of this Court in order to be cancelled - and the Defts to pay the Costs of Suit -

Attorneys Lambah, David Ross ~~Attor~~

vs

Latchmedevi Neelacunt & Wopedevi Latchmedevi

Petition of Plaintiff filed praying leave to lodge an Appeal to his Majesty in Council from the Decree of this Court — Granted on giving the Security required by the Charter

Adjourned until Wednesday at 9 O'Clock—

At a Court of the Recorder of Madras held at Fort St George, Madras on Wednesday the 24th day of April Anno Domini 1799.

Present Sir Thomas Strange Knight Recorder and Mr Richard Yeldham Alderman

Colandavenasawmy Naick
or
Curvala Govendapa Naick &c
on Motion of atty for the Plaintiff Ord. that he be at liberty
to signify the proceedings in this cause ~~[illegible]~~
on payment of costs

Nerohen Saib

vs

Wodamdore Maideen Saibojaby

Affidavit of Mooleah of service of a Rule of this Court upon the Deft. Attorney to shew Cause why a Warrant of Execution should not issue — filed

The Court are of Opinion that upon its being ascertained to the Court that it is the Intention of the Party to lodge an Appeal to his Majesty in Council from the Decree in this case of this Court that the Writ of Execution be suspended, and that the

Defendant ~~do signify~~ be allowed one [illegible] to signify such Intention to the Court.

No. 2 Rca
Recd 116

Tawker Viswanauda Moodeliar Executor of Tawker Jogganauda Sadasiva commonly called Jagganauda Tawker deceased

vs

Madapaullum Vedarajen —

Seevanna Royo being sworn on the Part of the Plaintiff —

~~Deposes~~ Agreement under date 25th Decr 1792 produced to the Witness Deposes that he is a subscribing Witness thereto & saw the Defendant sign it — Agreement under date 31 December 1792 produced to Witness Deposes that he is a subscribing Witness thereto & that he saw it executed by Defendant — Two Bills of Exchange produced to Witness Deposes they are the same as referred to in the above Agreements — Deponent is a Gomastah or Writer to the Plaintiff — Deponent knows that the Bills were returned & they were so returned by Veeraran Dava —

On Cross Examination Deposes that Jagganauda Tawker paid the Value of the Bills, for one Bill he paid three Thousand Star Pagodas, & for the other two Thousand Pagodas — Deponent saw the whole five Thousand Pagodas paid — Jagganauda Tawker was to derive a Benefit in granting these Bills, there are some Accounts regarding the benefit that was to be derived & on reference to them it will appear what the Benefit was —

Agreement produced to the Witness Deposes he is a Witness to the Paper produced & that he saw it executed by

Atto[illegible] a Tauker – The Paper being in the Malabar Languag
Deponent cannot say what the Premium was – the Contents being
explained to Deponent he thinks ~~says~~ that ~~[illegible]~~ the Premium was to be 3 Per Cent
~~Premium~~ – ~~Deponent~~ 2nd Malabar Agreement produced
to Deponent says that he is a Subscribing Witness to it &
that he saw it executed by Plaintiffs Testator –
Deponent recollects the Bills being returned from Vinnicutty –
~~then~~ being returned they were sent to the Deft for the purpose
of demanding Payment from him, ~~because he had entered~~ in pursuance of
~~into~~ his ~~an~~ agreement ~~to~~ – The Bills were sent to Deft by Auchandes

Veeraum Davay being sworn on Part of
Plaintiff – Deposes that he is Gomastah to the
Plaintiff – That he was Gomastah to the Plaintiffs
Testator in the Year 1792 – Two Bills of Exchange
produced to Witness – Deposes that the Bills are
payable to the Deponent as Gomastah to Joppanaud
Tawker deceased – Deponent saith that he presented
the Bills for Acceptance to Dalovoy Teloorhal Moodelly,
that one of the Bills was accepted by [illegible] on
the 29th Dec 1792 – Deponent presented the Bill
for 2563 Pagodas for Payment, and received
1724 Portonovo Pagodas something more in part – That he received that
sum at different times – and Deponent gave
receipts for the Sums as they were paid –
(The ~~Mr~~ for Deft admit to have received Note & produce
at Acct:)
Deponent saith that no further
Sums were paid on account of the Bill –
Deponent saith that he presented the Bill for 3963
P.N. Pagodas for Payment – ~~not paid~~ and a single Cash of it was
paid. Deponent saith that before the Bill

become due Teloorhal Moodelly upon [illegible] it
was drawn was put in confinement by the
the Nabob. – The Deponent afterwards Teloorhal
Moodelly was confined returned both the Bills to
Joppanaud Tawker at Madras – Deponent ~~knows~~
does not know that any more Money was paid on
account of either of the Bills. –

Cross Examined Deposes that he returned the Bills to
Madras two or three days subsequent to Teloorhal
Moodelleeans removal from his Aumildarship – that
he returned them on the 23d Thye Malabar Year Paradauby –
The Bills were in the Deponents Possession from the time
he received them until he returned them about one Month
one or two days ~~to~~ more or less – Deponent received
the Money paid on account of the Bills at five or six
different times, that he communicated to his ~~Correspondent~~ Constituent
~~from~~ time to time as he received the Money –

~~Deponent saw~~
Deponent received the first Payment one or two days
either previous or subsequent to the time of its being due,
and that ~~the whole~~ all the Payments were made in 14 or
15 days from the time ~~the~~ Bill became due – Deponent
demanded Payment of the whole of the Bill – Teloorhal
Moodelly said he would pay the whole of the Bill soon ~~[illegible]~~ – he
being Aumildar Deponent did not press him – The
Deponent being asked several times does not recollect the Amount of the first
payment? How do you recollect with certainty
the aggregate Sum that was paid – A Because he gave a
receipt for that Sum at the instance of Teloorhal Moodelly
Did you ~~[illegible]~~ not say that you gave Receipts as the Money
was paid. – He gave ~~the~~ Receipt for the whole on
last Payment being made – A What Instructions
you receive from your Constituent regarding the

intentions the reason, were that as
Dusporkar Vendayah Moodely had given Security
for the Bills, that if the Person on whom they were
drawn paid them, it was well, that if the Dobashy
Teharoopah Moodely did not pay them within two
or three days, or if he should be removed from his
Aumildarship, or any other Accident happen
at that Place the Bills were to be returned to him
immediately — Did Teharoopah Moodely pay any
Money after his Removal from his Aumildarship —
A. He did not pay a single Cash it was impossible
even to go to him — Q. When was Teharoopah Moodely Removed from his
Aumildarship — A. One Day previous to the last
Bill becoming due —

Examined in Chief — Do you recollect how many
days after the Bills became due that you returned
them to Madras — A — Two or three Days subsequent —
~~Had you not received different~~ Deponent saith
he continued to receive Payments on account of
the first Bill until the Removal of the Aumildar —
& that ~~It~~ is that ~~the Circumstance of his~~ [illegible] was the reason
he did not return the first Bill — Deponent
used ~~his~~ every Endeavour to Make Payment of
the first Bill —

Subscribed in Court by Venearam Davay
the 24th April 1790

Auchaloo, the Sheriff of the Plaintiff —
has seen Vendayah on the subject of these Bills at
Tsiotalos House — Deponent was present when the Plaintiff's
Tsiotalos mentioned to the Defendant that he had delayed
the Payment of the Bills after they had become due, & being
then at the same time it was insisted on him to
do so, when the Defendant ~~was~~ said there should
be no delay, & that if he would send his People
the Money should be paid next day — Deponent saith that
this Deponent, Auchaloo, Sheriff — One Cotah Peon &
two other Servants ~~to~~ went to the Defendant
next day for Payment of the Money — The Defendant
did not pay ~~him~~ the Money, Deft. said he would pay
the Money & that he had sent to the Fort & was in
expectation of Receiving Money — That the Deponent & the
other Persons remained until Eight o'Clock in expectation
of Receiving the Money — Does not know that any Money has
been paid by the Deft — About Eight o'Clock the Defendant
said he would come to Jopperinda Father this Deponent
Make Settle the ~~Bill~~ Matter ~~the~~ next day —

Cross Examined — Deponent saith The first Conversation that the Deponent
heard on the Subject of these Bills was at the Plaintiff's
Tsitolos House — Deponent did not see the Defendant
next Day at the Plaintiff's House — Deponent was
examined as a Witness in the late Mayor's Court
relating to the Suit in Question — The Deposition being
produced to the Deponent, acknowledges the Signature
thereto subscribed to be this Deponent's hand Writing —
Deponent saith that the Money was demanded from the
Deft about five Years ago — That such demand was
made not long after the Bills were returned about
the Second day after they were received — it might
be in the Month of January or February — thinks it was
February — The Defendant promised to pay immediately —
The Deponent on Re Examination saith that he

[illegible] doubt of the Defendant having promised to pay the Money — Deponent saith that he & the other Persons beforementioned were next day carried to the then Governor's House for having remained so long in the Defts. House —

Subscribed in Court by Jevana Row Deponent the 24th April 1799

G. Taylor
Clerk

Condaliah Sworn on the Part of the Plaintiff saith that the ~~was applied to by the~~ Mr. Testator ~~as a friend both to him & the Defendant~~ came to this Deponent's House one day & spoke on the Subject of the Bills in question & on another Day the Defendant also came & had a Conversation on the same subject this Deponent considered them both as his friends — The Deponent ~~with them~~ in the Year 1795 acquainted the Deft. that the Plaintiff Testator had informed this Deponent that there was a Balance due to him on the two Bills of Exchange, & that he had requested the Deponent to mention it to the Deft. — to which the Deft. answered that as the Plaintiff Testator says that he had not received the Money on account of the Bills, he could not give any Answer until he had received an Answer from Tinnevelly to which place he intended to write — The Deft. did not pretend or say that the Bills had been paid —

Subscribed in Court by Condaliah the 24th April 1799 —

G. Taylor
Clerk

Auchaloo Sworn on the Part of Plaintiff —

Deposes he is a Shroff — Recollects he was sent in the Year Paradavy but does not recollect the Month to demand Payment of Money from the Defendant on account of a Balance due upon two Bills of Exchange — that he did not receive any Money from the Defendant but the Defendant promised to pay — The Deponent about ten days subsequent to the first application went ~~after~~ at another time to demand Payment accompanied by one Boojayun, Defendant promised to pay in ten days, which was the course of Deponent's going to the Defendant —

Lep. Lamoo — Deposes that when the Deponent first demanded Payment from the Defendant he promised to pay in ten days more that he went a second time and Deft. promised to pay in ten days, & that when the Deponent at the end of that time made a ~~second~~ third application he promised to pay in the Month of Avany — that no one accompanied the Deponent the first time he applied, the second time he went with Boojayun & the third time he went alone when the Deft. promised to pay in the Month of Avany, of which this Deponent acquainted his Master — The Deponent's Master desired this Deponent to tell the Deft. that he wished to have a personal Conversation with the Deft. on the Subject, of which this Deponent acquainted the Deft. who accordingly came in his Palankeen — and Spoke with the Testator & went away to his own House — The next day the Testator ord. this Deponent together with one Jevana Row One Golah Row & other Servants belonging to the Testator to go and demand Money of the Deft. — they accordingly went to the Deft. when he promised to pay saying that he expected Money from the Fort and other Places — but he did not pay — they waited until 8 Clock & then went away —

Subscribed in Court the 24th April 1799

G. Taylor Clerk

Teecajee Royan sworn on part of Deft.

Deposes he is a Sherristadar in the Circar at
Tinnevelly, and that he was in such Service in the
Year 1792 & 1793 – Knows that Zibrapah Moodeliar
was the Renter; That there were two Bills drawn
on the Renter in favor of Jaffar and Zauker – Bills
of Exchange produced – Deposes they are the same – They
were presented by the Gomastah of Jaffar and Zauker –
Deponent knows that there were Orders given by
Zibrapah to the Under Renter to pay the money
on account of these Bills – In consequence of such Orders
the whole of the Money for the two Bills so called
Three hundred Pagodas was paid to Venaram
Davay by the Aumils – When the Aumils paid Money
they came to this Deponent and reported to this Deponent
& he then wrote it in the Books – He gave Credit to the
Aumils & debited the Circar – the Circar means the
Cutchery of the Govt. – It is customary for the Under
Renters to pay Money into the hands of the Head
Aumildar who is answerable to Govt. – Deponent did
not see the Money paid – The Books of the Cutchery
are public Accounts – Deponent saith there are about
Ten Houses of Business at Tinnevelly that they have large
Transactions with the Circar – ~~That there are three~~
~~or fifteen~~
That the Accounts respecting
the same are kept by three Sherristadars or Conicoplies
one Persian, another Mahratta & one Malabar & that
all Transactions are entered in the several Books –
That all these Transactions are public – The Entry
of the Payment of Money in the public Books, is considered
as an authentic
~~the only~~ Voucher – ~~That Venaram Davay is~~ [illegible] that
public Books are considered as Vouchers for the P
in question – When the Aumils reported the Payment
of the Money they did not produce any Receipts, nor
did he ~~receive~~ demand any, & that he entered in the Books
as they had told him – Deponent saith it is an
~~[illegible]~~ invariable Custom at Tinnevelly ~~after~~ when
Money ~~paid~~ is directed to be paid that it is paid
immediately, and a Report is made to the Sherristadars
to enter such Payments in the Books – that sometimes
both the Person paying & the Person receiving appear in
the Cutchery and acknowledge before the Aumildar
the Payment & receipt of the Money & sometimes
they appear separately – Venaram Davay did not
make any Acknowledgement in the Cutchery of the
Payment of the Money – saith that Venaram Davay knows
that there was this Entry in the Books ~~[illegible]~~ cannot say
that he positively knew it, but supposes he did –
It is usual for Men of Business at
Tinnevelly to attend the Cutchery –

Question. You have said that Venaram Davay knew of the
Entry of Payment of Money to him being made in the Books,
How do you know it – A. It was entered in the Books,
and being public Books ~~for~~ he had reason to think
that every body knew it –

Subscribed upon oath this 24th OGAMN April 1799

G Taylor

Judgment given in favor of Plaintiffs, a
Reference to the Master to ascertain the Payments
& the Sett off in the Suit in the late Mayors
Court –

Adjourned until Thursday the 25th Instant
at Nine O'clock –

At a Court of the Recorder of Madras held at Fort St George Madras on the 25th day of April Anno Domini 1799

Present Sir Thomas Strange Kt.
Recorder and
Mr. James Connell Alderman

Triplicany Sawmey Pillay
v
Chepaukum Annathey

~~[illegible]~~ Shew Cause ~~on~~ in Four days granted upon motion of the Attornies of the Deft. why the former Judgment given in this cause should not be set aside and a New Trial granted. —

Attacoor Ramasamah Chitty & Ponnoor Ballagooraprah Chitty.
v
Madepotty Shankgerry Royer

Rule obtained by the Plaintiffs Attorney to shew cause why a New Trial should not be granted Discharged with costs. —

~~Adjourned until Friday the 26 Instant~~

Yanamandrum Ramasawmy Braminy
v
C. R. Churchill

The Attorney for the Plaintiff prays a further time of 14 Days from this day for the return of the Summons — Granted

Adjourned until Friday the 26 Instant at 8 O'clock —

At a Court of the Recorder of Madras held at Fort St George Madras on Friday the 26th day of April Anno Domini 1799 —

Present Sir Thomas Strange Knight
Recorder and
Alexr. Cockburn Esqr. Mayor.

Condrayenla Jeganaud Row Ramarow Behauder
v
Moorly Govinda Doss

Ordered that this Cause do come on to be heard on Thursday next Ex parte, or the Deft's [illegible] of Plea being filed.

Chittra Pilla Executor of Palanee Ace
v
Ponney Narrain Pillay & Eyah Pillay Executors of Patcheapah Moodelly deceased —

Cundapah Moodelly being sworn on the Part of the Defendant Deposes — that he is a Conicoply he was formerly in the Service of the Company but not at present — He did know Patcheapah Moodelly deceased, and did know him about 25 or 30 Years previous to his Death — Deponent was an intimate Friend of the Deceased — Deponent never had any Dealings with the deceased — Deponent has often seen Patcheapah Moodelly deceased write — & is well acquainted with the Character & manner of the deceased's Writing — Cadjan Agreement produced Witness — Deponent saw it before at the Cutchery Court, and about a Week or ten days ago at Mr Cholmer's Office — Deponent

saith not not Part of the Cadjan Writing is of the
hand Writing of Potibiotah Moodely deceased — Deponent
was in the ~~same~~ Service of a Gentleman ~~with~~ where the Deceased
was also a Servant & thereby was acquainted with
his hand Writing. Deponent from the appearance of the Cadjan thinks it was written by two different Persons.
Deponent recollects the Deceased
Potibiotah Moodelly coming from Tanjore to Madras —
recollects that Potibiotah was sick in the Month of Thye
of Year Sardarna, thirty and that he had arrived at Madras
three or four Months previous to that — The Deceased's
Disorder was the Palsy, Deponent saw him during the
time ~~he~~ he was afflicted with that Disorder — The
Deceased was weak & feeble & unable to walk, & could
not walk without the Assistance of one or two Persons
& that he could not eat without Assistance, — Deponent
saith that the Deceased while in that State could not write on a Cadjan. —
Deponent does not recollect how long precisely the
deceased was in that state, but knows that he was
so until he left Madras.

On Cross Examination Deposes — That he was acquainted with
Potibiotah for 25 or 30 Years previous to his Death — he was
intimately acquainted with the deceased, their Acquaintance first began
from being in the Service of the same Master — from 20 to
30 Years ago — It was in the Service of Mr Andrew Ross —
~~Potibiotah~~ Deponent thinks that Potibiotah first went
to Tanjore in the Government of Sir Thomas Rumbold or
in that of Lord Macartney — does not know how many Years
ago — cannot tell in which of those Governments —
Deponent cannot tell how many times Potibiotah has
been at Madras since that time, he thinks three or
four times, cannot take upon himself to say that he
has been ~~at~~ at Madras more than four times —

Deponent saith that when Potibiotah came to Madras
sometimes staid for one Month, two Months, 6 Months
and Eight Months — Deponent does not know positively on
what Account Potibiotah came the last time to Madras
thinks he was sent for by the Company — Being asked whether
he does not know there was an Order to bring Potibiotah &
Chevvoidh to Madras, saith he has heard there was — Does
not know whether it was by that Order that Potibiotah
came to Madras. Does not recollect when it was that
Potibiotah came last to Madras. Does not recollect
how long Potibiotah had been at Madras before he fell
sick — The reason of his recollecting the time whereabouts of the
deceased falling sick was that it happened ~~twenty~~ two
~~the time~~ or three days subsequent to the Poongol
Feast — Does not recollect how long Potibiotah
had been at Madras before that time; cannot tell
whether it was a Week, a Month or what time previous —
Deponent never had any Transactions with the deceased
Potibiotah — Deponent was in the capacity of Conicoply,
& Potibiotah was Butler in the Service of Andrew
Ross — During the time this Deponent & Potibiotah
were in the Service of Andrew Ross & before Potibiotah
went to Tanjore he had frequent opportunities of seeing
Potibiotah write — Deponent was in Andrew Ross
Service Ten or twelve Years — & Potibiotah one Year &
a half — Deponent has not seen Potibiotah write except
on Paper since they were in the Service of Andrew Ross —
that when living with Andrew Ross he ~~sometimes~~ write
on Cadjan some time ~~on~~ Paper, & that ~~there~~
the Writing he has seen of Potibiotah when he came to
Madras was always on Paper — The Natives in general
~~on Ear~~ write on Cadjan, some few write on Paper —
they are equally binding — Deponent says that there is no
difference in a Persons hand Writing whether he

writes on a Cadjan or Paper— Deponent does not recollect how long Patcheapah remained at Madras after he was taken ill— does not know if it was one Year or four Months— Deponent is a very intimate Friend of the Defendants— Deponent has heard that the deceased made a deed of Gift for Charitable Purposes when he was last at Madras, but does not know from whom he heard it— Deponent having again looked on the Cadjan agreement saith that no Part of it is in the hand Writing of Patcheapah—

2nd Cadjan Agreement produced to Witness— saith that there appears at the foot thereof the Signature of Patcheapah, but whether it is the Signature of Patcheapah or not he cannot say— Being again asked believes it is not the Signature of Patcheapah—

Deponent was examined as a Witness at the Court of Cutchery, it being now near one Year ago he does not recollect the purport of his Evidence— The Cadjan Agreement was shewn to the Deponent at the Cutchery Court, & he said it was not Patcheapah's Hand Writing— Deponent does not recollect when Patcheapah left Madras, does not know if it was in May 1792— From the time Patcheapah was taken ill until the time he left Madras he remained in the same state— Does not know when he left Madras or whether he staid at Madras another Poosall— Deponent saith that the Writing of the Cadjan bears no resemblance to Patcheapah Hand Writing— There may be a difference in a Person's hand Writing during 20 [illegible] Years, notwithstanding which the hand Writing ~~of the Cadjan~~ bears no resemblance ~~[illegible] in Court~~ to Patcheapah Hand Writing—

Subscribed in Court the 26th day of April 1799—

Candopilloy sworn on the Part of Deft. Deposes that he is a Conicoply, that he ~~[illegible]~~ is in the Service of Ponney Narrain Pillay, but that he ~~left~~ keeps the Account of Narrain Pillay & Patcheapah Moodelly deceased— The Deft. Narrain Pillay was under Patcheapah [illegible] & Deponent kept the Accounts— In which Capacity Deponent has often seen Patcheapah's hand Writing— Has seen Patcheapah write on Paper, & never on Cadjans— Deponent has frequently seen Letters from Patcheapah to Ponney Narrain Pilly— Cadjan Agreement being produced to the Witness— Does not believe that any part of it is the hand Writing of Patcheapah— & that it does not resemble Patcheapah's hand Writing— The Cadjan appears to be written by two different Persons.

Cross Examined— Never saw Patcheapah Write on Cadjan— 2nd Cadjan Agreement produced to Witness— The Signature thereto appearing is not Patcheapah's hand Writing

Subscribed in Court the 26th Day of April 1799

Veeraiya Moorty Pillay being sworn on the Part of Deft.

Deposes— That he was Gomastah or Conicoply to Patcheapah Moodelly deceased, that he was the head Gomastah, Deponent lived with Patcheapah in that Capacity at Tanjore— Deponent has often seen Patcheapah Moodelly write & is well acquainted with his hand Writing— Deponent was in Patcheapah's Service about twenty Years— ~~Patcheapah often he went to Tanjore~~ Deponent generally wrote all Papers for Patcheapah, & Patcheapah seldom wrote even on Paper owing to one hand shaking—

Cadjan Agreement being produced to the Witness – saith That it appears to be written by two different People – The Deceased never wrote on Cadjans – Deponent saith that neither one or the other is the Hand Writing of Pateheopah – Deponent saith that it was impossible for Pateheopah to scrible Deeds on Cadjan to the Amount of Twenty Thousand Pagodas – The Deceased had always Paper. Pen & Ink in his Escrutoire for the Purpose of transacting his Business – Deponent saith that Pateheopah's Right Hand shook before he came to Madras – from the time the Deponent first knew the Deceased his right Hand always shook – Deponent saith that from such Complaint in the Deceased's Right hand the Deceased could not write on a Cadjan – that it requires Exertion to write on a Cadjan – (Deponent here shews to the Court the Exertion necessary in Writing on a Cadjan). –

Cross Examined – Deposes he was living with Pateheopah ~~before~~ after he came the last time to Madras – that he was then living in his Service – Knows the Reason of his coming the last time to Madras – The Rajah of Tanjore had exhibited a Complaint against Pateheopah, Sodary & Servants stating that they were forged with their Revenue Affairs, in consequence of which they were sent for to Madras by the Company – Those Orders were communicated to Pateheopah by Colonel Stuart who was the Commanding Officer at that Place & the Deceased was his head Dubash – Deponent heard from Pateheopah that Colonel Stuart gave him the Order – Pateheopah refused to comply with the Order for two Months & then came to Madras – Deponent cannot charge his Memory with the date of the Order without reference to some Papers – The date of the Order was subsequent to the Poongal Feast, a long time having elapsed he cannot mention the Year – The Order was issued subsequent to the Poongal Feast & Pateheopah did not obey it until two Months afterwards – The last time Pateheopah came to Madras he remained two Years & then proceeded to Tanjore – Deponent knows that the Revenues of the Tanjore Country were assumed by the Madras Government two different times & that ~~before~~ Pateheopah Moodelliar left Tanjore ~~at which time Mr. [illegible] was Collector~~ – & came to Madras previous to the Second Assumption – Deponent did not come to Madras with Pateheopah when he came the last time, Deponent ~~never~~ saw him afterwards on his return at Tanjore & remained with him until one Year before his Death at which time the Deceased having conceived a Resentment against the Deponent he went away, & he had no Opportunity of seeing him until about 14 Days before his Death – Deponent lived with Pateheopah One ~~and a~~ Year & half or two Years after his Return to Tanjore. Deponent thinks but is not positive that Pateheopah died on the 19 or 21 of Ponguny of the Year Paramadeecee – Answering to the 29th March 1794 – & cannot say particulars without referring to Papers – 2d Cadjan Agreement produced to Witness – & having looked at the Signature affixed thereto does not think that it is Pateheopah's Hand Writing – & Deponent knows the Village referred to in the Cadjan, & that ~~they were~~ it was purchased by the Deceased ~~from~~ by the Permission of the Rajah of Tanjore & the Produce appropriated for the Service of the God Sabavathy – The Village was purchased from Seven or Eight Persons the Inheritors of the Village –

Examined in Chief – Cadjan Agreement produced to Witness saith that at the time Pateheopah Moodely left

Cadjan Agreement being produced to the Witness — saith That it appears to be written by two different People — The Deceased never wrote on Cadjans — Deponent saith that neither one or the other is the hand Writing of Paleteopah — Deponent saith that it was impossible for Paleteopah to scrible Deeds on Cadjan to the Amount of Twenty Thousand Pagodas. — The Deceased had always Open Pen & Ink in his Escritoire for the Purpose of transacting his Business — Deponent saith that Paleteopah's Right Hand shook before he came to Madras — from the time the Deponent first knew the Deceased his Right Hand always shook — Deponent saith that from such Complaint in the Deceased's Right hand the Deceased could not write on a Cadjan — that it requires Exertion to write on a Cadjan — (Deponent here shews to the Court the Exertion necessary in Writing on a Cadjan). —

Cross Examined — Deposes he was living with Paleteopah ~~before~~ after he came the last time to Madras — that he was then living in his Service — Knows the Reason of his coming the last time to Madras — The Rajah of Tanjore had exhibited a Complaint against Paleteopah, Sodary & Chevenrol stating that they were [illegible] with the Revenue Affairs, in consequence of which they were sent for to Madras by the Company — Those Orders were communicated to Paleteopah by Colonel Stuart who was the Commanding Officer at that Place & the Deceased was his head Dubash — Deponent heard from Paleteopah that Colonel Stuart first gave the Order — Paleteopah refused to comply with the Order for two Months & then came to Madras — Deponent cannot charge his Memory with the date of the Order without reference to some Papers — The date of the Order was subsequent to the Poongal Feast, a long time having elapsed he cannot mention the Year — The Order was issued subsequent to the Poongal Feast & Paleteopah did not obey it until two Months afterwards — The last time Paleteopah came to Madras he remained two Years & then proceeded to Tanjore — Deponent knows that the Revenues of the Tanjore Country were assumed by the Madras Government two different times & that ~~before~~ Paleteopah Moodeliar left Tanjore ~~at which time Mr Harris was Collector~~ — to come to Madras previous to the Second Assumption — Deponent did not come to Madras with Paleteopah when he came the last time, Deponent ~~never~~ saw him afterwards on his return at Tanjore & remained with him until one Year before his Death at which time the Deceased having conceived a Resentment against the Deponent he went away, & he had no Opportunity of seeing him until about 14 Days before his Death — Deponent lived with Paleteopah One ~~[illegible]~~ Year & half or two Years after his return to Tanjore — Deponent thinks but is not positive that Paleteopah died on the 19 or 21 of Woongony of the Year Paramadeevee — Answering to the 29th March 1794 — & cannot say particularly without referring to Papers — 2d Cadjan Agreement produced to Witness — & having looked at the Signature affixed thereto does not think that it is Paleteopah's Hand Writing — Deponent knows the Village referred to in the Cadjan, & that ~~[illegible]~~ it was purchased by the Deceased by the Permission of ~~from~~ the Rajah of Tanjore & the Produce appropriated for the Service of the God Sabapathy — The Village was purchased from Seven or Eight Persons the Inheritors of the Village —

Examined in Chief — Cadjan Agreement produced to Witness saith that at the time Paleteopah Moodely left

Tanjore he could not ~~[illegible]~~ write himself so as to write the two Divisions on the Last Part of the Cadjan, his hand being weak & feeble. — The Witness having again looked at the Cadjan saith that ~~the Moodaly~~ a Man whose hand shakes could not write in the manner it appears on the Cadjan. —

Subscribed in Court this 26th April 1799
G Taylor
Prothy.

Vencatarayloo sworn on the Part of Defendant — Deposes — that he was an Hircarrah in the Service of Patchepah, Deponent is a Bramin. — Deponent was present when Palavar Auje Jewels were packed up to be sent to Pounney Narrain Pillay. — There were present beside the Deponent, Anna Sawmy caul, Mootaulee Naick, Ramalinga Pillay & Chellapermaul & some Palanqueen Boys. — Deponent saw the Jewels sent off. —

Cross Examined. Deponent was in Patchepah's Service 16 Years. — ~~[illegible] with~~ accompanied Patchepah when he came to Madras the last time, in the Month of Chitterai Sadarana Year — answering to April 1790. — The Deponent cannot precisely fix the time when the Transaction of the Jewels took place; it was during the War, in consequence of the Alarm of the Troubles. — Deponent knows when Patchepah fell sick. — Deponent does not know the exact time this happened. — Deponent was examined in the Court of Cutchery, does not recollect what he said at that time. — (Notice to produce the Original Deposition admitted)

Subscribed in Court this 26th April 1799 G Taylor Prothy.

Copy of Deposition given by Deponent in Cutchery Court being read to Deponent he says that this Deponent's Signature not appearing to it, he does not think he gave such Deposition. —

(Certificate of Mr. Kindersley ~~[illegible]~~ late Superintendent of the Court of Court of Cutchery delivered into Court by Plaintiff's Attorney. —

Veeraygot Ramasawmy sworn saith that he was employed as a Copyist in the late Cutchery Court, & that the Copy of the Deposition now produced to him is a true Copy of the Original Deposition ~~[illegible]~~ by Deponent. —

Cross Examined saith that he compared the Copy of the Deposition with Jean Moodelly — that Jean Moodelly is gone to Guntoor & that he went about twenty days ago. — That the Copy of the Deposition was made out ~~four or five~~ five or six Months ago by the direction of the said Jean Moodelly in consequence of an Application from the Plaintiff — That he did not take the Deposition from the Mouth of the Deponent, but copied it from another Paper delivered to him by Jean Moodelly. —

Re-Examined — It is customary for Jean Moodelly to certify the Copies of Depositions delivered out to be true Copies to the Party applying; he does not know for what Reason the Copy in question was not certified by him. — That he copied it from a Paper lying in the Cutchery Court as an Original. — Deponent saith that the Declarations in the Cutchery Court are given in as Declarations & not upon Oath. — Deponent saith there was no Book to enter the Depositions after they had been taken. —

Subscribed in Court this 26th April
1799 G Taylor
Prothy.

Goona Sampoorn sworn on the Part of the Defts
Deposes he is a School Master, & also a Native
Doctor, by Cast a Bramin – Deponent recollects
Patcheapah Moodelliar being taken ill, this Deponent
attended him. He was attacked by the Palsy, in the
Month of Thye of Sadarana Year – answering to January
1791 – ~~The Disorder took~~ he lost the use of one Leg and one hand
by such disease – he thinks it was the Right Hand
& Right Leg, but is not certain – The Deponent saith
the deceased was not capable of writing –

Cross Examined – Patcheapah continued in the same state
from the time he was attacked with the Palsy until
he left Madras – he thinks it might be about four or five
Months – Deponent thinks that Patcheapah in any state
of Illness could not write on a Cadjan – thinks he might
write on Paper as that required only one hand – & Writing on
a Cadjan required two – Deponent continued to attend the
deceased until he left Madras but only felt his Pulse –
and Mr. Achelum furnished the Medicine, who
is dead –

[illegible]

Subscribed in Court this 26th April 1799
G. J. Mylor
Protho:

The Master for the Defendant admits the Service of
a Notice to produce the Original Charity Deed –

Gooroonada Chitty sworn & Examined on the Part of Plaintiffs
Deposes that he was an Arbitrator between the Parties
in the late Court Cutchery – That a Deed of Charity executed
by Patcheapah was delivered to the Arbitrators; that they
took a Copy of it, and examined it with the Original & delivered the Original to Pouny Narrain
Pillay; that they made the Copy a Part of their Award,
that he has this day examined the Copy now produced with the
Copy annexed to the Award and that it is a true Copy –

Cross Examined: Saith that he made the Award – The
Original Deed of Charity was delivered by Narrain Pillay for the purpose
of examining the Signature of Patcheapah with that to
the Cadjan Agreement, & the Arbitrators having ~~[illegible]~~
~~to~~ compared the two Signatures found that they
resembled each other –

2 – Did you not mention in the Award
that the Signature to the Cadjan Writing was not
Patcheapah's hand Writing? A. He did not state in the
Award that it was not Patcheapah's Hand Writing –

[illegible]

Subscribed in Court this 26th April 1799
G. J. Mylor
Protho:

Manickelavoy Mood: sworn on Part of Plaintiff
Depose he was acquainted with Patcheapah &
was so acquainted with him about Ten Years before
his Death – That Patcheapah when last at Madras
he consulted this Deponent on the subject of some
Charities & called upon this Deponent on the subject –
He asked the Deponent as a favor to be a Trustee
under the Deed of Trust. He ~~was~~ perfectly well
when he came to the Deponent, stopped his Carriage
at Narrain Pillah House & walked to the
Deponents House – a ~~Deed~~ formal Deed for

Charitable Purpose was in consequence of such
Communication made. The Deponent called upon
Palleacopah by the Desire of the other Trustee to
see the Deed ~~Draft before it was~~ executed— The
Deponent was present when it was executed.
This Deponent subscribed his Name thereto to
shew that he had accepted the Trust— This Deponent
went in company with Sonnonadee Chetty to the
House of Mr. Hodonly to examine Copy of the
Deed annexed to the Award & found annexed a
Copy purporting to be Copy of the Original, with which
they examined the Copy now produced & the same
is a true Copy— The Deed was executed in the
beginning of the Year 1792— He was taken ill
at that time of the Palsy Complaint— About
one Month had elapsed between the time he
called upon this Deponent & the time of executing the Deed ~~was~~
~~executed~~ At the time the Deceased first called on
this Deponent he was perfectly well— there was
nothing at that time to prevent his writing on a Cadjan,—
a few Months after executing the Deed of Charity
Palleacopah left Madras— Deponent says that
the Def. Jyot Pillay is one of the Trustees mentioned
in the Deed of Trust—

Cross Examined. Deponent was intimately acquainted
with Palleacopah Moodely deceased— Deponent has
received Letters from Palleacopah but they were not
signed by him— They were written by one Venayga
Moodly— who was employed by Palleacopah to write
Letters & other Matters for him— Deponent never
saw Palleacopah sign his Name but once— Deponent
cannot take upon himself to say whether the ~~one~~
to the Cadjan Writing is a note of Palleacopah his
Writing— The Deed of Gift is given for One Lac
of Pagodas Gold— Does not know who wrote it—
~~how his Hand~~ Do you think from your knowledge
of Palleacopah that he would make a Conveyance of
20,000 Pagodas in the manner it is stated to be done
in the Cadjan? Why not— the Natives are brought
up to write on Cadjans— there is nothing to prevent him
~~him~~ if he thought proper, & Deponent cannot say whether
it is probable or not that Palleacopah should execute such a Deed—
Previous to Palleacopah calling on this Deponent he does
not know what was the State of his Health, at the time he
called on this Deponent he was a strong Man— The Deponent
saith there is a difference in Writing on a Cadjan & on Paper—
& that Palleacopah when he had the Palsy could not write
on a Cadjan— ~~Deponent as~~ Ramaselamony

Subscribed in Court this 26th April 1799—

Vadarly Chary sworn on the Part of Plaintiff
Deposes he was acquainted with Palleacopah Moodelly
He became acquainted with him in April 1791, by the
Deponent's Brother in Law being Aumildar under the
deceased— He went to request Palleacopah to employ
him in some Business, he promised to give him Employment
in consequence of which this Deponent used to go & see
him— The Deceased was in perfect Health in April 1791.
& that the Deponent continued to wait on the Deceased
from that time until he left Madras to go to Tanjore—
Deponent has heard that Palleacopah had arrived at Madras

Ch. ~~months~~ previous to that – that he was seized with the Palsy in January 1792 – After Patchepah was taken ill this Deponent was employed in reading a Holy Book to him which he continued to do until Patchepah left Madras – Deponent continued to read to him for two Months ~~& half~~ – & was employed two Months subsequent to his being taken ill –

Cross Examined Deponent was acquainted with Nagapah Chitty in his life time – he was also acquainted with Polary Ace in her life time – he became acquainted with them at Madras – Deponent never carried any Messages from Nagapah Chitty to Polary Ace – Deponent knows that there was a Dispute in the Mayor's Court respecting Patchepah's Will – Deponent never saw Polary Ace at the House of Nagapah Chitty – Deponent knew Patchepah in the Year 1791 – & that he remained at Madras until May 1792. he had been seized with the Palsy five Months previous to his leaving Madras – From the time ~~Patchepah~~ ~~first a~~ he first became acquainted with Patchepah until he left Madras, it was about fourteen Months – ~~He~~ Deponent began to read the Holy Book to Patchepah about two Months after Patchepah had been attacked & continued to read it for two Months & half –

Subscribed in Court this 26 April 1799

G. Taylor
Ditto

Veerabadian sworn on the Part of Plaintiffs

Deposes he was in the Service of Chithra Pilla in the Year 1791, that he was sent down to Polaree Ace by Chithra Pilla with some Presents for the Pongol Feast in the Month of December 1791 – Deponent arrived at Madras about the 26 Decr 1791 – On his Arrival he went to Patchepah's House at Comisvaram Covil & delivered the Present from Chithra Pilla to Polary Ace; that it is customary among the Malabars to make Presents for the new Year – That he saw Patchepah on his Arrival & that he was in good health that he had the use of both Arms – Deponent remained at Patchepah's House four days – During that time he saw Patchepah every day and when Deponent came away he was very well – Deponent afterwards returned to the Country –

Subscribed in Court this 26 April 1799

G. Taylor
Ditto

Lawny Chitty sworn on the Part of the Plaintiffs –

Deponent knew Patchepah Moodelly deceased – saw him when he was last at Madras – Deponent was at that time head Dubash to Mr Miguel Johannes – knows that Patchepah deceased sold a large quantity of Jewels to his Master, that the Bargain was made with this Deponent as his Dubash – Deponent does not recollect the time & cannot say without reference to the Books of his Master – Patchepah was in good health at the time the Jewels were ~~[illegible]~~ bought – & had the free use of both hands – can't take upon himself to say whether he could or could not write on a Cadjan – but that he at outward Appearance he had the free Use of his Limbs

Subscribed in Court this 26th April 1799.
G. Taylor
Prothy

The further proceeding of this Cause to go on next Wednesday

Mesookeen Saiboo
v
Wookamalore Maiden Saiboo.

Petition of the Defts praying leave to appeal to his Majesty in Council filed - granted on giving Security required by the Charter

On reading the Affidavit of N. A. D. Compton with an Original Letter annexed Ordered that a Writ of Habeas Corpus do issue to bring J. N. Young Second Officer of the Ship Alligator before this Court in order that he may swear to an Affidavit - returnable instanter

Adjourned until Tomorrow Saturday 27th day of April at Nine O'Clock

At a Court of the Recorder of Madras held at Fort George Madras on Saturday the 27th day of April Anno Domini 1799. Present Sir Thomas Strange Knight, Recorder &
Mr Richard Yeldham Aldm

Samuel Johnston
v
United Company

Cause shewn in Objection to the Rule obtained by the Plaintiff's Attorneis why the Statute of Limitations should not be expunged - Affidavit of R. Williams filed.

Rule to expunge the Plea of the Statute of Limitations made absolute.

Veneatarmadoo
v
R. C. Hussey.

The Attorney for Plaintiff moves that a day may be fixed to hear this Cause Ex Parte, on the Defts Certificate of no Plea being filed - Ordered to come on, on Friday next.

Ameenteela Kistneah
v
Ramnootaloo Veneataytoo -

The Court direct that Mr Dinney Attorney for the Plaintiff do make an Affidavit to be produced to the Court on Monday next in answer to the Affidavit filed on the Part of the Defts to stay Proceedings in this Cause & that the Affidavit be filed by him in the course of this day.

~~Raumeyah Pillay~~

~~vs~~

~~Poonapah Naick & Neenapah Naick~~

~~Coolapah sum on the Part of Plaintiffs~~

Mootoo Vizeayvengataddoo Rama aiengar & another

vs

~~Mootoo~~ Jeroolah Pillah

Rule for a common Appearance discharged on Payment of Costs by Plaintiffs — and Plaintiff to amend Affidavit.

Puunyatoo Chettyboy

vs

Paul Benfield

The Attorney for the Plaintiffs ~~mo~~ve for a Rule to shew Cause why a Warrant of Execution should not ~~granted~~ issue Rule of four Days —

Adjourned until Monday next at 9 Clock.

At a Court of the Recorder of Madras held at Fort St George Madras on Monday the 29th day of April Anno Domini 1799

Present Sir Thomas Strange
Knight Recorder &
Mr James Call Alderman

Aummundala Kistnah

vs

Rawoonathala Vencatasylo.

A reference to be made to the Master to report specially to the Court on the Facts upon which a Motion has been made to this Court to stay Proceedings in this Cause

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Teroovallycary Cauvelanaumaum Sawmy Pillay

vs

Chepaukkum Aunauty.

Cause shewn by Plaintiffs Attorney against the Rule obtained by Defendants Attorney why the former Judgment given in this Cause should not be set aside & a new Trial Granted —

Rule for a new Trial granted.

Rawcoo Pillay

vs

Mootoomaar Chetty

Agreement between the Parties filed & made a Rule of this Court.

No 3 Role 136 Rever

Raumeyah Pillay

vs

Poonapah Naick & Neenapah ~~Naick~~

Coolapah sum on the Part of Plaintiffs

~~Defendant [illegible] [illegible] paid [illegible]~~

Judgment for Plaintiffs —

Meera Labbay

vs

Alexander Melvin

Ordered that this Cause do come on to be heard tomorrow Ex Parte

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Adjourned until Tuesday at 9 O'clock

At a Court of the Recorder of Madras held at Fort St. George Madras on Tuesday the 30th day of April Anno Domini 1799.

Present Sir Thomas Strange Knight Recorder &

Mr. James Connell Aldn.

Ranah Braminy

No. 4 Coll / 144 Recd

vs

Philip Burlton.

Ranny at Braminy sworn on the Part of the Plaintiff – Saw the Bond executed by Deft. & Deponents name as a Witness, is of Deponents hand Writing.

Judgment for Plaintiff for Principal Interest & Costs.

Richard Parks Executor of John Douglas deceased

vs

Hix ~~[illegible]~~

Covoor Vencat Moodelly Admor. of Covoor Vigdenada Moodelly Et E Contra –

The Masters delivers in his Report on the Matter refer'd to him – Decreed that the Original Bill be dismissed with Costs, and that the Bond & Note be delivered up to be cancelled and Securities restored to the Original Deft. as prayed by the Cross Bill – That the Costs of the Cross Answer be paid by Parks out of his proper Money ~~as a~~ Punishment for the falsehood ~~and averred in it~~, and the Rest of the Costs in the Cross Suit to be paid out of the Estate of the Cross Compts. Intestate.

Thomas Hepburne

vs

John Gibson – On the Affidavit of Deft. Rule to shew Cause tomorrow why the Plaintiff should not be obliged to give Security for Costs. –

~~Rule~~ Pltd. to shew Cause why the Ships Articles should not be proved de bene esse, & an authentic Copy be admitted as Evidence at the Hearing.

Adjourned until Wednesday at 9 O'Clock

At a Court of the Recorder of Madras held at Fort St. George Madras on Wednesday the 1st Day of May Anno Domini 1799

Present Sir Thomas Strange Kt. Recorder ;
Alexander Cockburn Esqr. Mayor —

~~Lateboomanà Chitty~~

~~&~~

~~Ramanjoolo~~

~~The Atty. for the Defts. pray to withdraw the Plea of the Statute of Limitation, and to pay into Court the Sum of Pags.~~

~~Thomas Stephens~~

~~&~~

~~John Gibson —~~

~~John Wilson Esqr. being sworn examined de bene Esse on the Part of Deft. The original Articles of the Ship Allyata being shewn the Witness saith, that he has seen the Plaintiff Thomas Stephens write, & that he believes the Signature thereto is of his hand Writing. That a few day ago the Deponent was Commanding Officer on board the Ship Allyata, of which the Plaintiff was Steward, that the said Thomas Stephens~~

~~Chittoo~~

Mannapaukum Shunmogaroy

&

Ramaliagum ~~Admin~~

Terooven caudoo Moorgum Admor.

On the Motion of the Attorney for the Deft. ordered that the Deft. be allowed a further time of five days for putting in an Answer to the Plts. Bill —

Thomas Oakes & others Executors of Vencatanameah

vs

Robert Hughes —

The Attys. for the Deft. deliver into Court an Exhibit marked C. & inform the Court that in the Copy of that Account annexed to the Defts. Rejoinder there is a clerical Mistake the Words "Messrs. Hughes & Webb" having been omitted to be introduced, & which they pray may now be added. Ordered — The said Attornies also deliver in two other Exhibits marked A & E to be examined to under the Commission which has been granted in this Cause for the examination of Witnesses

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Puniyatore Chengleroy Moodelliar

vs

Paul Benfield

Petition of the Deft. praying leave to appeal to his Majesty in Council from the Decree of this Court — Granted on giving Security required by the Charter.

Samuel Moocaleeth Moorat

&

Mootoo comarapah Moodly.

Vadomaly & Sootramoneia charged in Execution in this Cause brought up by Order of Court — Examined on Oath by Plaintiffs Attorney — The Petrs. remanded into Custody —

Chevah Narsimmah

&

Chevva Canacummah

Defendant brought up to Court. Examined on Oath by Plaintiffs Attorney — The Defendant having sworn to the Truth of the Schedule & executed an Assignment thereof to the Plaintiff, Ordered that the Deft. be released —

Chittra Pilliah Executor of Paccy Aie
v.
Poorney Narrain Pillay & Gah Pillay Executors
of Patcheapah Moodelly deceased

Samuel Moocaleh Moorat sworn on the
Part of Plaintiff — Deposes that he is the Executor of
Miguel Johannes the deceased — that there appears in the Deceased's
Books an Entry made on the 6th August 1791
of the Purchase of some Jewels to the amount of Ten thousand Pagodas from Patcheapah
Moodelly deceased — That the Deceased Miguel
Johannes was regular in the keeping of his
Books —

Samuel M. Moorat

Subscribed in Court this 1st May 1799
G. Taylor
Prothy

The Master delivers in his Report, in pursuance of the
Order of this Court of the 26th April —

Veerabadran sworn on the Part of Plaintiff — Deposes he
was present at the Marriage of Palleeapah with
Palanee Aie, & that such Marriage was solemnized at
Rojamanaroo Covil — That at that time Deponent
was in the Service of Chittra Pilliah — Deponent ~~says~~
~~that Beeramah Pilliah the Father of Chittra Pilliah was~~
~~put into Confinement by the Order of the Rajah of Tanjore,~~
~~at which time the Deceased Palleeapah Moodelly~~
~~sent one of his Friends with a Letter to Chittra Pilliah~~
~~as if coming from Beeramah Pilliah and representing that~~
~~he ~~was~~ Beeramah Pilliah was in great distress for the~~
~~want of Cash to deck his Aie, and therefore desiring~~

~~him to send Palanee Aie & her Mother there~~
Deponent says that in consequence of a Letter ~~from~~ he
Master received and which he had an opportunity of seeing
he was invited by Chittra Pilliah's Mother to go to Roja Mamanar
Covil — Deponent saw there the Deceased Palleeapah, Palanee
Aie & her Mother, the two last were placed in Confinement
in a House belonging to Vencata Verdiah & Peons were
placed round the House to prevent any Access to the House —
* ~~Chittra Pilliah~~ ~~Deponent was sent~~ Deponent was sent
to Rajah Mamanar Covil in order to know in what
situation Palanee Aie & her Mother were on the Second
the same Day on which they were so confined
day after his Arrival he saw Palane Aie in the same House
When this Deponent first saw Palany Aie, her Mother, Palleeapah
Moodelly, Vagiapoory Pillay & some other Persons were with her
& she ~~was~~ crying at this time — she complained bitterly
that Palleeapah was of a low Cast, and that she being of
a high Cast, ~~and therefore~~ it was very improper that there
should be any intermarriage with the deceased Palleeapah —
besides which she complained that Palleeapah had put
the Brother & Brother in Law of Chittra Pilloy in Irons —
To which Palleeapah observed that she need not be under
any Uneasiness about the Marriage for that he
would leave her an Estate of forty fifty Thousand Pagodas
& give her besides Jewels of great Value, & would
cause her Brothers & Brother in Law to be released — and she desired
Vagapooroo Pilloy one of the Deceased's Friends to write the
some Promises to Palanee Aie to strengthen his Promise, after which
Palanee Aie consented to the Marriage — and the same
was celebrated on the 25th of Purpoosy of Plavaya Year —
Deponent saw the Brother & Brother in Law of Chittra
Pilliah in confinement in the custody of the Polygar &
they were confined owing to their having put a stop

to Palibeerpah's Marriage with Polany Aee. — The Cause of their Opposition was Owing to Palibeerpah being of a very low Cast. — They were in ~~the~~ Consequence of the Opposition made by them put into Confinement & a Seapoy ordered to beat them with a ~~Cudgeon~~ Rattan previous to that. — Deponent saith that by that Marriage, the Consequence of Chittra Pillah's family was much Diminished, — from his ~~being~~ Sister having married a ~~Person~~ of low Cast —

Cid Lamma Deposes that the Letter received by Chittra Pillah before mentioned was received in the Month of March 1788 — about five or six days previous to the Marriage — Beemah Pillah lived at Vardamanum, about 60 Miles from Tanjore. — Palany Aee left Chittra Pillah House, on the same day he ~~had~~ received the Letter — Deponent was not present when she left the House, Deponent ~~had~~ came to know it on the second day after that she had left it — he does not recollect the date — Deponent received Orders from Chittra Pillah's Mother to go to Mann and wait on the 23d ~~Plan~~ Punguny of Plavanga Year — answering to 3d April 1788 — he arrived at Mann about on the next day — Deponent received the Orders to set off on the Morning of the 23d & he arrived on the Evening of the 24th. On his Arrival he went to the Place wherein Palanee Aee was confined but was refused Admittance — Deponent applied to be admitted at two or three different Times on the same day. — He went again the next day & was permitted to go in — When Deponent went he saw Palanee Aee Palibeerpah Vayerpana Pilley, Palibeerpah's Eldest Wife, his ~~[illegible]~~ Sister & some others — they were not married at the time he went, but the Marriage was concluded about two O'Clock in the Afternoon of the sa day. — It was not an upstair House, at the time Deponent went Palibeerpah was sitting in the Street Pyal in company with Vayerpana Pilley & some others — Palibeerpah saw Deponent go into the House. Deponent conversed with Polanee Aee & staid there two hours & a half — Deponent then went to the Place where Chittra Pillah was confined & staid there one hour & he then returned to the House where the Marriage was to take place & Deponent found preparations making for the Marriage; at that time Palibeerpah was in the House — The Marriage took place about Ten Indian Hours after Deponent's Return — Deponent first went to the House about eight or nine O'Clock in the morning — Deponent saith that the second time when he went he staid in the ~~[illegible]~~ Inside Apartment where Polay Aee was, & there were Present with her Vayerpana Pilley, Palibeerpah's Mother, his Sister & his Eldest Wife, Palanee Aee's Mother & some other Persons — they were Men. — Deponent w close to Palibeerpah, & his Eldest Wife & Palibeerpah Sister were at a little distance & that Palany Aee was sitting with them). — Palibeerpah's Wife & Sister were encouraging Polane Aee not to Distrust the Promise made by Palibeerpah — At the time of the Marriage Deponent had been in Chittra Pillah's Service about 15 or 16 Years — Deponent saith it was on this Deponent's going to the House the second time that Palibeerpah made the Promise of settling 40 or 50 Thousand Pagodas — & that it was in consequence of such Promise that Polany Aee consented — that she resisted giving her Consent for four or five Indian hours, about two English hours & she then agreed — After she had consented the Marriage Ceremony was performed the necessary Preparations had been making from the morning. — After Palibeerpah had tied the Necklace round Polanee Aee's Neck, Chittra Pillah's Mother & Brother in

2 Lac; were released — they were put in confinement about Eight O'Clock in the Morning & released about two O'Clock in the Afternoon — Deponent saw Patcheapah the whole of the day, Deponent was there — he was with Patcheapah the whole of the day excepting the time he was absent — At the time of this Deponent Entrance into the House Patcheapah was sitting on the Street Payal — Deponent first saw Patcheapah about Eight O'Clock in the Morning of the Second day after Deponent's Arrival at Munnar Covil — Patcheapah was then sitting in the Street Payal — Deponent did not go into the House at that time — He first went about 10 O'Clock —

+ Re-Examined — Deposes that Chettree Pillay's family were People of reputable & good Character, & of high Cast —

Subscribed in Court this 1st May 1799
G. Taylor
Prothy

Keevalore Ramalinga Pillay sworn on the Part of Plaintiff — Deposes he is a Poet — he was present at the Marriage of Patcheapah Moodelly with Palany Aee — Deponent went to Receive a Present from Patcheapah — When he first went to the House ~~Patcheapah~~ he found ~~him~~ Patcheapah sitting on a Carpet in the Street Payal, at which time one Annabellee Pillay & Vistnoo Pillay came to put a stop to the Marriage of Palany Aee with Patcheapah, Patcheapah enquired the reason of their opposing his Marriage; & they said they were of the Valala ~~Cast~~ & high Cast, & therefore they could not allow of his Marriage, upon which Patcheapah ordered his People to turn them out into the Street — Whereupon the Brother & Brother in Law of the Chettree Pillay said that Patcheapah was a Bastard & that he should not marry Palany Aee — that they said this in Patcheapah Presence, upon which Patcheapah became angry & ordered Seapoys to beat them; afterwards ~~[illegible]~~ Patcheapah desired the Cavalcar who was present at that time to take those two Persons & put them into Irons — and that this order was obeyed — This Deponent ~~also~~ went with those Persons, & then returned about 11 O'Clock, when the Peons who were in the Street were ordered to go away, & other People were allowed to go in freely — this Deponent went in among the Rest, & saw Palany Aee, her Mother & Patcheapah's Sister & his Wife & some others — At which time Deponent saw Palany Aee crying, & Patcheapah was speaking to her to quiet her — She, Palany Aee, said she would not ~~marry him~~ as she was of high Cast, as also because he had confined her Brother & Brother in Law which was an arbitrary Measure — Patcheapah + then said that he would give her forty or fifty Thousand Pagodas, and Jewels of great Value, & that all his Estate should be considered as her own — upon which she consented to marry him — Deponent was present at the Marriage — After Patcheapah had made the above Promise, he requested his Sister & his Elder Wife to make the same Promise & after this she consented —

Cross Examined — Deponent at present lives at Madras & has lived here about four Years — Deponent was first applied to, to be a Witness in this Cause about One

Month ago — Deponent has no House of his own, but rents a Part of one — he eats & drinks in the same house — never eats & drinks with Chettra Pillah — Deponent is not of the same Cast with Chettra Pillah — Deponent maintains himself by reading holy Books in the public Streets — At the time of Patcheapah's Marriage Deponent was residing at Keevalore a Village near Tanjore, & he went to Manna Covil in account of the Feast — He was not sent for by any Body, went in ~~con~~sequence of hearing there was to be a Marriage — After he went there the Ceremony was performed — ~~He~~ he went to Patcheapah's House to see the Ceremony, it was the public Report at that Place that Patcheapah was to be so married — Deponent never had been at Patcheapah's before, understood the Marriage was fixed for that day — Deponent heard there was to be a Marriage about Eight o'Clock in the Morning of that day — At the time of the Deponent's going, and at about 10 o'Clock every Body had free admission into the house ~~because~~ he Deponent first went there about Eight o'Clock, and the Peons would not let in this Deponent as well as others — Deponent cannot tell the Persons who were there that were prevented going in — Patcheapah was sitting in the Street Pandal — Deponent cannot take upon him to say whether the Persons who were trying to get in, had any Quarrel with Patcheapah — Deponent seeing the Sepoys did not attempt to get in — It was in consequence of the Brother & Brother in Law of Chettra abusing Patcheapah's Cast they were put in Confinement — Deponent quitted Keevalore about four Years ago &

came to Madras immediately — before he occupied the present house, he lived in a House belonging to Senadry Pondaram — The Marriage took place in the Month of Purratasy Plavanga Year — he thinks the latter End of that Month — Deponent made a Poem on that occasion — Deponent staid at Mannarcovil for four days after the Marriage, did not live at Patcheapah's but with some of his own Relations — Deponent was at the House only one day for about four Hours, never saw the Parties before or afterwards — There being a stop put to the Marriage the Deponent was led to enquire into the Particulars, he has thereby been enabled to mention the Particulars he has related — Deponent has been acquainted with Chettra Pillay about four or five Months, Deponent became acquainted with him by going to the Street where Chettra Pillah lives to speak with one of his Acquaintance whose house is opposite to that of Chettra Pillay & whilst the Deponent was conversing with that Man Chettra Pillay happened to come out of his House & the Deponent then spoke them having before heard of his name — Deponent was applied to about one Month ago by Chettra Pillah to be a Witness — Although this Deponent is acquainted with the Person with whom he went to speak going opposite Chettra Pillay's house, he does not recollect his Name — Being again asked does not know his Name — Deponent did not know him before, he became acquainted with him from that Person having heard this Deponent preach & being pleased with it, called this Deponent into his house — Deponent saw Chettra Pillah four times between the time of his Introduction to Chettra Pillay & the time of his applying to him to be a Witness — he went the four times to the House of Chettra Pillah — Deponent mentioned something relating to the Marriage at the first Interview – Deponent first enquired who he was & Chittsa Pilliah having mentioned his name, it brought to the Deponent's recollection the Marriage of his Sister with Palleehopah, which was the reason of their conversing respecting the Marriage – ~~The~~ The Deponent heard of Chittsa Pilliah name at the time of the Marriage – Deponent did not hear of any Dispute between Ponnay Narrain Pilley & Chittsa previous to his Introduction – he heard of it first from Chittsa Pillea on his applying to Deponent to be a Witness – The Deponent ~~acquainted~~ ~~says~~ saith that at the time he was conversing ~~first became~~ with the Person whose house was situated ~~with~~ opposite to that of Chittsa Pilliah as before mentioned, the said Chittsa Pilliah came & sat at the Street Pyal, and this Deponent observing from his appearance that he was a Man who had come from the Southward went up to him, and after having explained to him that he was a Poet, began to explain some Enigmatical Verses. they then talked upon indifferent subjects, & the Conversation turned on the Subject of the Marriage in question – There was not much Discourse on that day respecting the Marriage – Chittsa Pilliah did not then mention his having occasion for the Deponent as a Witness – Deponent saw Chittsa Pilley about one Month subsequent to that – did not speak a word about the Marriage at that time – Saw Chittsa Pilliah again about ten days subsequent to that – did not speak about the Marriage at that time – Cannot recollect the day he saw Chittsa Pilliah the fourth time, he did not speak about the Marriage that time – Deponent does recollect when he saw Chittsa Pilley the fifth time, he did not speak about the Marriage at that time – On the sixth time Deponent saw Chittsa Pilliah he applied to this Deponent to become a Witness – they had no conversation then about the Marriage – Deponent maintains himself by Preaching – he gets from six eight and ten fanams to Day as it happens – that he would take a Doody as Charity – ~~Deponent saith that on being applied to by Chittsa~~ What are you to get by being Witness in this Cause: Deponent saith that when Chittsa Pilley first applied to him to be a Witness, he refused ~~as~~ being beneath his Character as a Poet, when he Chittsa Pilley observed that it was reasonable that he should relate what he knew upon which he consented to be a Witness; but is not to receive any thing for being a Witness – Deponent sings & preaches in the Streets & receives ~~f~~ from a Pagoda to a Doodee –

Subscribed in Court this 1st May 1799
G. Taylor
Proth'y.

Vedanotah sworn on Part of Plaintiff –

Deposes that he knew Palleehopah Moodely deceased – that he was at Tanjore at the time of Palleehopah Marriage, that he was at that time in the service of Amersing the late Rajah in the Company of Gomastah of all the Hircarrahs – His particular Business was to carry the Rajah's Orders whenever he gave any, and to make a report to some People who were near the Palace – The Deponent saith that in consequence of an Application made by Palikeapah to the Rajah of Tanjore for some Sepoys, the [illegible] of the Palace sent word to this Deponent that the Rajah had ordered some Sepoys to be sent to Paliker & this Deponent sent an Hircarrah to the Commandant to supply twenty eight or thirty Sepoys for the use of Palikeapah and about his [illegible] — Deponent heard from the Hircarrah sent by this Deponent, that Palikeapah had placed two of ~~Palikeapah's~~ Chittra Pillay's Relations in Confinement.

Deponent is acquainted with the Family of Chittra Pillah & that they are Aumildars — & that from the Marriage of Palikeapah with a Polaver Aie the Family lost much of their Respectability by being of a low Caste —

~~Cross Examined — Deponent was at Tanjore when Palikeapah was so married — he was not so married at Tanjore but at [illegible]~~

Subscribed in Court this 1st May 1799

G. Taylor
Presdt.

Thevoger sworn on the Part of Plaintiffs

Deposes he was acquainted with Palikeapah Moodely deceased — That he is acquainted with Chittra Pillay & with his Family — Deponent was in the Service of Ameer Sing late Rajah of Tanjore, Deponent had the sole Management of Manargoody — was Superintendant of all the Aumildars of that District — Deponent knows Vidunadah, he is Deputy of the Head Hircarrah of the Palace — That Orders from the Rajah communicated through the said Vidunadah are considered official — The family of Chittra Pillah sometimes were employed as Aumildars, & sometimes carried on Cultivation — Deponent knows from his Information that some Collections were received from Chittra Pillah's Father as Aumildar — Deponent saith that in consequence of Palikeapah's Marriage with a Polaver Aie that Chittra Pillay's family were disgraced by having so married Palikeapah who was a Bastard, & the marrying a Bastard is considered among the Natives as a great Disgrace

Deponent looks at Ramaliga Pillay the [illegible] Witness to the Agreement & saith he knows him — Deponent saith that Ponnoy Narain Pillay did not bring Ramaliga Pillay to this Deponent but that he brought him to the House of Viswanadah when this Deponent was present ~~with a letter~~ and took a Letter of Recommendation from the said Viswanadah relative to a Village to the Southward & put the same into the Hands of the said Ramaliga Pillay —

Subscribed in Court this 1st May 1799.

G. Taylor
Presdt.

This Cause to come on for Trial on Monday next —

Adjourned until tomorrow at 9 O'Clock

At a Court of the Recorder of Madras
held at Fort St George Madras on Thursday
the 2nd day of May 1799 —

Present Sir Thomas Strange Knight
Recorder & Mr
James Cole Aldn

Latchmana Chitty
v
Ramanjelos.

The Atto for the Deft pray to withdraw the Plea of the Statute of Limitations and to pay into Court the Sum of 170.14.20 Pags — Granted, the Deft to pay such Costs as the Plaintiff shall have been put to by such Plea.

Pungaton Chinglevoy
v
Paul Benfield —

Rule obtained by Plaintiffs Attorney to shew Cause why a Writ of Execution should not issue made Absolute.

Richard Parks Executor of J Douglas deceased
v
Kistnasawmy Braminy
Et Contra —

Rule obtained by Plaintiffs Attorney to shew Cause why a Writ of Execution should not issue Discharged.

~~Petrus Johannes~~
~~vs~~
~~Baula Chitty~~

Adjourned until Friday 3d May At 9 O'Clock

Second Term — Friday the 3rd day of May 1799

Present
The Honble Sir Thomas Strange
Recorder —
Mr Richard Yeldham Alderman

Vencatarama adoo
vs
Nicholas Connolley
Huffess

Mr Watters for the Plaintiff moves that there may be a Reference to the Master to ascertain the Value of, and the ~~Bond~~ hire for the Palankeen in the Declaration mentioned — Ordered —

Thomas Stephens
vs
John Gibson.

Rule ~~for~~ obtained by Defts Attos to shew Cause why the Plaintiff should not ~~to~~ give Security for Costs Discharged.

S Pungaton Chumbery
vs
Paul Benfeild

Messrs Chalmer & Anstruther for the Plaintiff move for a Rule to shew Cause why the Order obtained in favor of Plaintiff in this Cause on the 2d Instant should not be discharged —

Rule Ordered —

Joseph Hardinge
vers
Woolf & others.
Etc

Hale & Grant for the Plaintiff move for a Rule of 14 Days to shew Cause why Publication should not pass in these Causes — Ordered.

N. Ekkindeansky
Admor of Drake
vs
S Rungiah Admor
of Tiruvengadah
Unamamalee —

No. 5 Roll
170 Read

Sadasevah sworn on Part of Plff — Knows the Plaintiff & Defendant in this Cause Deed produced to Deponent, saith he is well acquainted with the hand Writing of Deft & that his Signature appearing thereto is of Defts Hand Writing — Deponent signed his Name as a Witness, & Deft acknowledged the Execution of the Deed — Deponent saith that One Thousand Pagodas was paid on the 3rd of April last in part of the said Deed —

Judgment in favor of Plaintiff for the Sum with Interest & Costs the Sum of One Thousand Pagodas to be deducted —

Williams & Anne for Plff.

Tomboo Naick
vs
Thos Richardson

The Deft a Prisoner in Execution, brought up to Court, the Plaintiff being present consents to the Defts Discharge on executing an Undertaking to pay 18 Pagodas yearly — until the Debt & Interest be satisfied —

Suncaramany Chitty
vs
Jacob Eilbracht

By Consent of Parties, it is Ordered that the Matters in Dispute in this Cause be referred to the Master.
Ordered—

Balakistnadoss
vs
The Comandare Ramakistnah

The Deft. a Prisoner in Execution being brought up to Court, & the Plaintiff being present, consents to the Defendants Discharge
Ordered.

Pariah Soobaroyan
vs
Verasoo Naick

The Deft., a Prisoner in Execution, being brought up to Court, and the Plaintiff being present, consents to the Defts Discharge on executing an Agreement to the Plaintiff
Ordered.

J B Bashsaw
vs
Verasoo Naick

The Deft a Prisoner in Execution being brought up to Court, Mr. Hall on the part of the Plaintiff consents to the Defendants Discharge on his executing an Assignment of the Bond mentioned in his Schedule for the benefit of the Plaintiff - Ordered

S Vencayah
v
Zoorah Veerasanah

The Deft a Prisoner in Execution being brought up to the Court, and the Plaintiff being present, consents to the Defts Discharge on his Executing to the Plaintiff an Agreement for payment of the Debt ~~at Thirty Pagodas~~ by Instalments of Thirty Pagodas annually - Ordered.

S Pommel Vencapah Moodelly
vs
Coratoe Vencataechelly

Chalmers & Anstruther for the Plaintiff move that the Defendant may put in an Answer to the Plaintiffs Bill in 14 Days and that in default thereof that this Cause may be set down to be heard Ex Parte —
Ordered.

Pommel Soobaroyah
Moodelly
vs
J. J. Durand.

The Deft. a Prisoner in Execution being brought up to Court and the Plaintiff being present, It is ordered that it be referred to the Master to enquire into the Subject of the Action & to take an Account between the Parties
Ordered.

S
Maury Chitty
vs
Shakoo Poolpain

The Deft. a Prisoner in Execution, being brought up to Court & the Plaintiff being present, It is ordered by the Consent of Pl. that it be referred to the Master to take an Account between the Parties Ordered—

Second Term — Saturday the 4th day of May 1799 —

Present

The Hon^ble Sir Thomas Strange Recorder

Mr James Connell. Alderman.

Davoo Boy and Hoosain Saib by Anthony Pohlman vs. Cawder Saib

On the Motion of Chalmer & Anstruther for the Deft & [illegible] on reading an Extract from the Minutes of the late Mayor's Court of the 22d day of February 1791 whereby the Plaintiffs prayed leave to withdraw this Cause upon Payment of Costs. Rule to shew Cause why the Plaintiffs Davoo Boy & Hoosain Saib and Anthony Pohlman should not pay the Costs of that Action

Ordered —

Condrayulu Jaggamauda Row Ramarsoo Behauder vs. Moorty Dass Govinden Doss Fr. 6 Nov

Williams & Orme Attornies for Plaintiffs

Rudiapah sworn on the Part of the Plaintiffs — Agreement produced to which said he was present when the same was executed by Deft.

Judgment given in favor of Plaintiffs

Sunkoo Ammah Poornummah by her Attorney Gundavoudy Sashachilla Chitty vs. Mada Baula Chitty

The Defendant a Prisoner in Execution brought up to Court & Examined on Oath — Sashoo & Conary Examined on Part of the Plaintiff — The Defendant remanded to Prison

Adjourned until Monday the 6th May at nine Clock

Second Term — Monday the 6th day of May 1799 —

Present

The Honble Sir Thomas Strange
Recorder

Alexr Cockburn Esqr Mayor —

~~Ramreah Chitty~~

Chittra Pillah
Executor of Palanee
Ace Deceased.
vs.
Ponney Narrain
Pillay & Ezah Pillay
Executors of Patcheapah
Moodelly deceased

N J Aol
93 Lord

Cause called on —

Mr Hall states the Defts Case —

Mr Anstruther replies on the Part of Plaintiff

Judgment given in favor of Plaintiff with a reference to the Master as to the Interest —

~~A reference to be made to the Master to report on the Interest due, the Interest to be calculated from the date of the first demand of Payment~~

Nortalpetty Yillangalor
vs
Naryandas Nejadasah

The Deft. a Prisoner in Execution being brought up to Court, Examined on Oath by Attorney for Plaintiff
Vencataram Chitty sworn on the Part of Plaintiff
Soobaroy Pillay sworn —
Vencatasawmy Sworn — Defendant remanded to Prison, the Plaintiff consenting to pay the increased Batta —

Second Term — Tuesday the 7th day of May 1799

Present

The Honble Sir Thomas Strange
Recorder —

Mr James Call Alderman —

Edward Bent
vs
G Johnston.

Mr Dorney for the Plaintiff moves that a Commission may issue to Ceylon for the Examination of Witnesses — Granted

Tottekula Casava
Moodelliar
vs
Naulore Mootiah

Orme & Williams for the Plaintiff move on a Certificate of the Prothonotory that a Summons has been returned "served" & that no Appearance has been entered on the Part of the Deft. — that a Capias may issue against the Defendant. — Ordered —

Richard Faulk
Executor of John
Douglas Deceased
vs.
Kistnasawmy Chetty
Et Econtra —

Petition of the Defts praying a rehearing or Review of the Judgment given in this Cause read — The Attys for the Plaintiff pray one Week to enquire into the Petition — Ordered —

Joseph Kingsmill
vs
John Latham &
Charlotte McIntosh
Admtrx of Angus
McIntosh Deceased

This Cause coming on to be heard this day ~~Deferred~~ Consideration Deferred until a Report can be received as to what had been doing in the Supreme Court, respecting the Debt stated in the Pleadings —

Teroovacaudum
Moonjum Admor
of
Equity side
vs.
Manapaukum
Thumngaroy
Et Contra

On the Motion of the Attorneys for the Cross Defts, a further time till the End of next Week to answer the Cross Compt. Bill peremptorily —
Granted —

Paroombada Modeliah
Pillay
vs.
Nadewapadore Moottoo
Pillay.

On the Motion of H. A. D. Compton attorney for Deft, and on reading the Affidavit of Defendant and the Affidavits of Terevam adoe Modeliah Moodelly & Ponnarg Arsapah Moodelly, Rule to shew Cause why the Proceedings in this Cause should not be set aside for Irregularity
Ordered —

R. Shameer
vs.
J. D. Wente — & others

The Attorney for the Plaintiff pray that the Sum of Pags — which was paid into Court by the Deft on the day of may be paid over to the Deft, this Cause having been settled — Ordered

Petrus Johannes
&
Baula Chitty

A Reference to the Master to take an account between the Parties —

Peroo Saib
vs.
Naghy Chitty
Vencatanarangapa
&
Appajee

Rule by Consent filed —
This Cause to come on, on Saturday next —

Second Term – Wednesday the 8th day of May 1799.

Present
The Honble Sir Thomas Strange
Recorder.
Mr Richard Yeldham Alderman

Pungatore Chinglooroy vs Paul Benfield

Chalmer & Anstruther for the Plaintiff move to make Rule absolute –
Cause shewn against Rule –
Rule made absolute on Payt of Costs by the Plaintiff ~~to pay the Costs of the former Rule & the present Affidavit~~
~~The Defendant to give Security for the Performance of the Judgment & Costs –~~

Trewengada Moodelly vs. Ramasawmy

The Attor for the Plaintiff move to amend the Declaration – Granted on the usual Terms –

Ramchundra Pillé vs Condraugula Loppernaut Row

On the Motion of James Sutherland on behalf of the Sheriff & on reading the Affidavit of Thomas Ledsham Rule to shew Cause why the Sheriff should not receive his Poundage on the Amount for which the Writ issued –
Ordered –

Valamary Gooroomoorty Admor of Vencata Narainapah vs. Sunnoo Vencatachellum alias Sunnoo Pedda Saumy Chitty

On the Motion of W. A. D. Compton for the Plaintiff, and on reading the Affidavit of the Plaintiff; Ordered that a Writ of Habeas Corpus ad Testificandum do issue to bring up Moodoo Balah Soobroo Chitty at the Trial of this Cause tomorrow –

Anantoh Vapala Paupiah vs. Poondy Paupiah

Mr Dinner
The Attory for the Plaintiff moves for leave to amend the Declaration – Ord Accd on Payment of Costs –

~~Samuel Johnston vs. The East India Company~~

~~Petition of the Defts for leave to Appeal to his Majesty in Council – filed –~~

Iuldoo Mootheawloo Chitty vs. Vencatasawmy

Cause Called on –
Mr Walters States the Plaintiffs Case –
Mr Compton states the Defts Case –
Original Bond & Translate read on the Part of Plaintiff
Vencatasawmy Chitty sworn on part of Defts.
Kistnasawmy Sworn.
Iesapah Moodelly Sworn on the Part of Plaintiff
Exhibit B read on the Part of Plaintiff – admitted by Defts Attorney to be Defts hand Writing –
Judgment for Plaintiff

No. 8 Roll
109 Revd

Second Term – Thursday the 9th day of May
1799.

Present

The Honble Sir Thomas Strange
Recorder

Mr. James Connell Alderman –

Chittra Pillay
Exor of Palanee Aie
Deceased
vs.
Poonney Moonoo Pillay
&
Eyah Pillay Exors
of Patcheapah Moodely
Decd —

Hale & Grant for the Deft. move for a Rule to shew Cause why the Defendants on Payment of Costs should not be allowed a new Trial on the Grounds stated in the Affidavits of Seshachellum Adambaukum Vencatasawmy, Coronoo Chinglooy, Mootal Chitty & Vencata Soobboo, an Affidavit of the Defendant, and an attested Copy of the Trial of Daniel Dillon –

Ordered –

Mootoo Vizaargonada
Ramasawmy
Zalaposty Cattha
Thamoo & his Wife
vers
Mootoo Yerooiah
Pillay

Hale & Grant for the Plaintiffs move that a Commission may issue to Calcutta for the Examination of Witnesses on the Grounds of An Affidavit of Beemah Naick Gomastah of the Plaintiffs – Affidavits read –

Commission granted.

Richard Parks
Exor of John Daylas Decd
vs.
Coovoor Mootiah
Moodelly Surviving
Admor of Coovoor
Vydenaden Moodely

Petition of the Plaintiff filed praying a Rehearing of the Decree given in this Cause –

Doovatalah
Kistnamah Naick
vs.
Bundy Appoo
Naig –

N 9 Roll
99. Record

Cause called on –

Mr. Compton states the Plaintiffs Case.

Ettaurajooloo Sworn.
Iyaloo Sworn –
Venaya Moodelly Sworn –
Cooty Chitty Sworn

Hale & Grant for Deft.
Auchaloo Naick Sworn
Mootoo Comaroo Sworn

Judgment for Plaintiff for Pags.
200 – with Interest subject to a Deduction of the Sett off with Interest, and Ten Pagodas on account of House Rent

Valamanay Goorooroy
Admor of Valamanay
Vencata Naranapah
vs
Lirroo Vencatachellam
alias Surroo Pedda
Saumy Chitty

Cause called on
Mr. Compton states the Plaintiffs Case & tenders the Letters of Admon. as required –
Suncaramah Sworn –
Exhibits A & B read on Part of Pltff.

Exhibit C

Exhibit C delivered in by Defts. Attorney & being produced to the Witness admits the Signature thereto, to be of his hand Writing –

Mada Baula Soobboo Chitty Sworn –

Mr. G. Ricketts states the Defts. Case –

Sunnoo Chinna Kistnama Chitty Sworn –

Deferred hearing till tomorrow Friday

Second Term – Friday the 10th day of May 1799.

Present

The Honble. Sir Thomas Strange Recorder

Alexander Cockburn Esqre. Mayor

Mr. James Connell Alderman –

Valamary Goroomoorty Admor. of Valamary Vencatanarrapah Chitty vs. Sunnoo Vencatachellum alias Suncoo Pedda Sawmy Chitty

Examination of Sunnoo Chinna Kistnama Chitty continued – being resworn on his Cross Examination

Veerah Iyer sworn –

Judgment for the Defendant with Costs

No. 10 Roll 104 Recd

Peroo Saib vs. Nagheg Chitty Vencatanarayanapah Appaungy

The attys. for the Plaintiff moves that a Writ of Habeas Corpus ad Testificandum do issue to bring up the Body of Mootoo Saboo Chitty a material Witness, at the Trial of this Cause tomorrow. – [illegible] on filing an Affidavit –

Samuel Johnston vs. East India Company

Petition of the Defendants praying leave to appeal to his Majesty in Council filed – Ordered that the same do come on to be determined on Monday next –

Second Term — Saturday the 11th day of May 1799 —

Present

The Honble Sir Thomas Strange
Recorder —

Mr James Call Alderman —

~~Davoo Bay and
Hoosain Saib by Anthony
Pelham
vs
Cawder Saib~~

Condanda Nana
by William Stewart
vs
John Waugham

The Defendant allowed to ~~file~~ put in an Answer ~~the General Issue~~ in addition to the Plea of the Statute of Limitation — the Answer to be filed ~~on~~ forthwith — The consideration of the Costs of this day reserved —

Peroo Saib
vs
Rapy Chetty
Vencatanarayapah

Cause called on

Mr Walters states the Plaintiffs Case —

Exhibits E & F read on the Part of Plaintiff

Syed Moonaphur ~~Cawn~~ Sworn —

Deposes he knows the Plaintiff Peroo Saib that ~~the Deponent with the Compt~~ Defendant went to Vencatogery about 16 Months ago ~~the Deft Vencatanarayah went found there~~ — The Compt demanded from the Deft ~~Hoolapnu~~ the Payment of

N. 11 Rd
58 views

Sixteen hundred Pagodas which the Deft promised, if he would go with him to Vencatogery, and that they went to Vencatogery to Receive the Amount — The Plaintiff did not receive the Money at Vencatogery — the Plaintiff & Deft remained at Vencatogery four months — The ~~Witness~~ did not accompany ~~the Plaintiff~~ himself back to Madras — The Sixteen hundred Pagodas was owing to the Plaintiff for some Piece Goods purchased by the Deft — ~~he does not~~

Crossexamined — ~~the Witness~~ The Plaintiff & Deft set out from the Defts House for Vencatogery does not recollect the name of the Month. The Plaintiff desired the Deponent to go with him to the House of the Deft — Deponent knows the Deft — & knows his Brother who is now in Court —

Subscribed in Court this 11th May 1799 —
G Taylor
Prothy

Mr Sutherland states the Defts Case

Exhibits A B C & D read —

Vencataram Sworn —

Deposes he is the Defts Brother —

Examined by Plaintiffs Atty — Saith that he is not in any manner interested in the Event of this Cause ^ asked by the Court saith that he lives with his Brother & they are one family —

Rawmyah. sworn –

He knows the Plaintiff & Deft. – Knows that there were some Transactions between them. Does not know of any Money paid by the Deft. to the Plaintiff – Deponent saith that Auparow engaged to pay to the Plaintiff the Sum of 250 Pagodas about One Year ago, on account of the Remaining Balance in the Agency of [illegible] & under Rosadoo due to the Plaintiff – in consequence of which Auparow gave an Agreement to pay the Amount in two Months – The Witness after went to Nellore & knows nothing more – Vencatarow Chitty was also present at the time of the Promise of the Payment 250 Pagodas – The Witness has heard that a Settlement of Accounts took place between Aupparow & Vencatanarrapa – heard it took place about two Years ago –

Subscribed before the 11th May 1799 –

G. Taylor
Regist.

Judgment for the Plaintiff; a Reference to the Master to take an Account of Payments & calculate Interest –

John Tulloh
vs.
Rayah Rayah Vencatarow

Cause called on

Mr Sutherland states the Plaintiff's Case

Saumy Moodelly sworn –

No. 12 Rule
133 Record

Knows the Plaintiff & Defendant. Original Bond delivered by Plaintiff's Attorney – And being shewn to the Witness saith he is a Subscribing Witness & that it was executed at the house of Commapilly at Triplicane at the time it bears date – The Defendant was not a Resident at Madras at that time – Arnagery Moodelly is the other Subscribing to the Bond who is at Chingleput –

Cross Examined – Looks at the Name of Vencatarow – is sure it is the Defendant's hand Writing & saw him sign it – Knows the Deft. Person – is not too tall or too short – is about 40 Years old & four years more or less – Ram chundra Put the other Witness was present at the Execution of the Bond – no Money paid on Account of the Bond at that time, nor does he know of any being paid since – The Bond was executed for Money borrowed by Vencatarow from Commapilly – the Witness was present when Vencatarow offered for One Thousand and four hundred Pagodas which Commapilly promised to lend on his preparing a Bond –

Poonopilloy House is situated
near the Nabob's Monument
at Triplicane – The Deponent
cannot fix the Deft's place of
Residence, for being an Aumildar
he sometimes went to the
Northward & sometimes to the
Southward – The Bond was
executed on the twenty fourth of March
1788 = – answering to [illegible], Plavanga Year –
At the time of Royal Royal
Vencatarayer & the other ~~Bond~~ Obligor
signing the Bond, there was another
Bond for Twenty Thousand Pagodas
executed at the House of Vencata
Row – ~~both~~ both the Bonds
were executed at Vencatarow's
House – There is no Connection
between the Bond now before the
Court & the one for Twenty Thousand
Pagodas, one being in the Name of
John Tulloh & the other of Poonopilloy

2 – Can you swear that the Bond now
before the Court was not given
on account of some Transaction
relative to the Bond for 20,000 Pags

Ans Does not know any thing that leads
to any Connection between the two
Bonds, believes the Money was
actually Lent –

Deponent can swear
that Vencatarow was at Madras
at the time the Bond bears date –
The Witness has heard that Annogey went
to Chingleput seven eight or ten days
ago – That Annogey signed his Name
as a Witness the same time as this
Deponent –

Sawmye

Subscribed with oath the 11th May 1799
G. Taylor
[illegible]

Ramasawmy sworn on the Part of Plaintiff –
Knows the Defendant in this Cause, knows
him very well – The Nellore Country was
taken from the Nabob, and afterwards
returned to him by the Company, which
was the last time the Deft. was at Madras –
says that it was about Ten or Twelve
Years ago. he came to Madras to raise
Money to pay to the Nabob – he used all
his Endeavours to raise Money, & in
the course of which Deponent saw the
Deft at the house of Poonopilloy –
Did not see any Money borrowed by him –
The Deft came to Poonopilly's house &
spoke to him on the Subject of borrowing
Money & his Vakeel Ramchundra who
is his Son in Law also came to Poonopilly's
House on the same subject – The Defendant
remained at Madras one Month & lived
in his own House near the Church there –

Cross Exd – When the Nellore Country was
restored to the Nabob the Defendant
came to Madras, does not know how
long it was after that – cannot recollect

the precise Time, but that it was subsequent to the Restoration of the Nellore Country— The Defendant came to Madras to raise Money to pay a Debt—

Q. Did he come down to get the Appointment of Aumildar or Renter of that District—

A. As soon as the Nellore Country was restored to the Nabob the Defendant was appointed Aumildar & he came to Madras to raise Money— that the Def.ts Arrival was known to every one at Triplicane, & if the Court could have recourse to the Books kept at the Durbar it would be very evident— thinks the Defendant has been once at Madras since & went away again. The Deft has been at Pannapillay's House when it was said that Vencatarow wanted to borrow Money, but did not hear Vencatarow himself say so—

Subscribed in Court the 11th May 1799. G. Taylor
Prothy.

Sawmy Moodelly Re Examined—

Q. Why was the Bond given in Mr Tulloh's Name

A— He does not know.

Q. When Vencatarow asked to borrow Money, did he desire Pannapillah to ask Mr Tulloh to ~~borrow~~ lend Money or did he ask the Money from Pannapillay himself

A— The Defendant applied to Pannapillay to borrow Money does not recollect any thing of Mr Tulloh's name being mentioned—

Sawmy

Subscribed in Court the 11th May 1799.
G. Taylor
Prothy.

Soobarow Sworn—

Knows the Defendant personally— the Defendant came to Madras about Eleven Years ago in the Year Plavanga & in the Year Heyya 1202— the present is the Year 1213— Deponent saw the Def.t at that time, at the house of Ram Row Dewan to the Nabob, Ameer Ul Omrah sent for the Def.t to Madras & he came here to prepare Money for the Kists— The Def.t lived in his house at Triplicane near Narsinha Church— The Deft procured the Money he came to raise from Pauchiah Moodalliar and he borrowed some from Mr Tulloh— Deponent was always at the House of Ram Row where Vencatarow used to come & where Deponent has heard the Def. mention that he had borrowed Money from Mr Tulloh—

Cross Examined— Ramchundra Row came

to Ram Row and requested him to speak to Poonapilly to lend some Money to pay for his Expenses, and also for the Defts., after which he heard a Bond was executed – Deponent was present when Ram Chundra Row spoke to Ram Row. Deponent knows when the Nellore Country was restored to the Nabob. – he thinks he might be in 1201 or 1202 – The Money was borrowed on account of a Debt – the Country was restored about Seven or Eight Months before the Conversation at Ram Raws – The Deft. had been at Madras about Ten Days before his Conversation at Ram Raws – thinks he staid at Madras about fifteen Days – Deponent was Vakeel in a District at a Village dependant on Timmonally – there was an Head Aumeldar who was removed from his Aumeldarship, & Deponent was removed at the same time – he was dependant upon Ram Row who recommended him to that Employ as Vakeel & the Deponent after his removal came & waited upon Ram Row – has been out of Employ six Years owing to Indisposition –

The Street where the Deft.s House is, is called the Western Street – there is no [illegible] in that Street, but there is one at the back of that Street —

Subscribed in Court the 11th May 1799

G. Taylor
Proth.y

Veerabattelleyan Sworn –

Says he knows the Defendant Veerolangon – before the time he was last ~~there~~ at Madras, he was here in the Year Plavaya – ~~he was sent for from~~ The Deft. lived in his House ~~Pettah~~ situated to the West of Ramasawmy Sawmy Church – He came to raise Money on account of the Circar – that he raised such Money from Mr Tulloh, Pauffiah, Rajah Moodelliar Soonah & some others –

Cross Examined – Defendant came to Madras about the half part of the Year Plavaya – he staid about 15 or 20 Days – Deponent having Employment & constant Attendance & Communication with Persons there, he had an Opportunity of hearing that the Defendant borrowed Money – The Nellore Country was restored to the Nabob about 10 or 12 Months previous to the Deft. coming to Madras –

Subscribed in Court this 11th of May 1799

G. Taylor
Proth.y

the Deft.s Case –

Mr Compton states the Deft.s Case –

Poonapillah called & sworn on the Part of Deft. – Original Bond produced to Witness – Knows the ~~Deponent~~ Bond – it was executed by Vencatarow & Ramachundra Bick at the house of Vencatarow – Annapoorny Moodelly & Sawmy Moodelly were present, the Deponent was not present when the Bond was executed, but that he sent it by the said Annapoorny Moodelly & Sawmy Moodelly with Ramachundra Bick to the house of the Deft. and after it had been executed the Witnesses returned to the Deponent & informed him that they had seen him sign & seal the Bond - Deponent never saw the Deft. Vencataram write - Vencataram applied in Person to this Deponent to lend him Money - it is not usual for many Persons to be present at Money Transactions - at the distance of Ten Years cannot recollect ~~if any body was present~~ who were present - Deponent saw the Witnesses Examined in Court to day on the part of the Plaintiffs - At the time the Deft & his Son in Law applied to this Deponent to lend them Money neither of the Subscribing Witnesses were present - The Bond in question is given in Mr Tullohs Name, & it was so given because at the time of its Execution the Natives could not sue each other, & being in the Name of an European it could be recovered with more ease - Mr Tulloh has no Concern whatever with this Bond - he was concerned in the Bond of 2000 Pagodas - that Bond has no connection with the Present -

The Money on account of the present Bond was paid by this Deponent's Conicoply by this Deponents Order to Ramchundra Row - it was paid by Deponents Conicoply Narrain - Deponent was present & saw the Money paid, the first day One Thousand Pagodas, the Second day three hundred & the third day One hundred - he was present on the three several occasions - After the Bond was executed, the Money was paid - Deponent did not receive the Money back again - Deponent has given an Agreement to Ramchundra Row, wherein he engaged to pay him a certain Brokerage or Commission who acted as Agent to the Defendants through whose Means the money was to be received - The Amount of Brokerage was about One hundred & forty Pagodas - The Bond was assigned over by Mr Tulloh last Year -

Cross Examined - Annagery Moodelly the other Subscribing Witness went to Chingleput about twenty days ago - That Deponent on that occasion went to his Attorney who asked the Deponent if he could not prevail upon his staying here, who informed him that it was absolutely necessary he should go ~~[illegible]~~ being in the Service of the Collector - The Attorney told him he could write to that Place & the Oath could be administered to him -

Subscribed in Court the 11th May 1799
G. Taylor
Prothy

Judgment for the Plaintiffs

Adjourned until Monday next at 9 oClock -

Second Term — Monday the 13th day of May 1799

Present

The Hon^ble^ Sir Thomas Strange
Recorder

Mr Richard Yeldham Alderman —

Chittra Pillay
Executor of Palanee
Aee Deceased
vs.
Punney Narrain
Pillah & Iyah
Pillay Executors
of Patcheapah
Moodelly Deceased

Cause shewn by Plaintiffs Attornies against the Rule for a new Trial —

Affidavits of Chittra & Appoo Sawmy Moodelliar read —
Affidavit of Walter Balfour read —
Affidavit of Lalchimme Narrain read —
Affidavit of Narrain Brammy read —
Affidavit of Vedantechary read —
Affidavit of Cadrian Veyuchel read —

In Objection to the Rule —

The Mayor & Mr. Ald^n^ Connell take their Seats on the Bench —

Hall & Grant in support of Rule

~~Consideration of the~~ Rule for a new Trial ~~deferred~~ Discharged —

John Tulloh
vs
J. Batley

Ordered that the Witnesses in this Cause be examined viva Voce by consent —

Ramchundra
Butt
vs
Condrayila
Saggernaut Row

Cause shewn by Mr Denny against the Rule obtained on behalf of the Sheriff —

Consideration of Rule deferred.

Paroomba Mootiah
Pillay
vs
Nadeerapadoree
Areechapillah

Cause shewn by Mr G. Ricketts against the Rule obtained by Defts. Attorney

Affidavit of Plaintiff with Exhibits A & B annexed read —
Agreement from Plaintiff to Deft. read
Affidavit of Tanneerevlum Sadeapah Moodeliar & Davaundawalom Narrain Moodelliar read —

Mr. Compton in support of Rule

Consideration of Rule deferred —

Viswanauda
Fauker
vs.
Santapaukum
Treeorgadapillah

Cognovit filed with a Stay of Judgment or Execution until the 2^nd^ day of July next.

N. 13 Rule
145 Rule

Rules on the Plea Side of this Court read & published.

Mr. Alderman Connell goes off the Bench

Mannalee Surjaneh
Chitty
vs
Bagavaram
Jaggernauthloo

~~Rule~~ Cause shewn by Plaintiffs Attorney against the Rule obtained on a Motion in Arrest of Judgment.

Mr Sutherland in support of Rule —

Rule discharged —

1

Veerasawmy Naick
vs.
Sanjeeve Naick
Executor of Vedapah Naick

On the Motion of the Attorney for the Plaintiff, and on reading the Affidavit of Thomas Offeald one of the Sheriff's Officers and a Certificate of the Prothonotary, Ordered that an Attachment do issue against the Defendant for Contempt —

⊗ The Attornies for the Deft move for a Rule to shew Cause why the Judgment should not be arrested on the Ground that a Man cannot contract with his Wife in a state of Coverture — And secondly on the ground that this Agreement being as a Provision for the Wife & not having been either claimed or demanded during the Life of the Testatrix that it cannot now be recovered by her Executor — Rule Granted to shew Cause when the Mayor orders the Execution by Consent in the mean time to be suspended —

☞

Chittra Pillah Exor of Palanee Aee Deceased
vs
Ponney Naraun Pillay & Iyah Pillah Executors of Patcheapah Moodelly deceased

Messrs. Chalmer & Anstruther on the part of the Plaintiff move that a Writ of Execution may issue — Ordered that the Execution do issue for the Amount of the Judgment, including what the Master may certify as the Amount of the Interest due — The Plaintiff to give Security to the Satisfaction of the Master, previous to the issuing of the Execution ⊗

Davoo Saib & Hossain Saib by Anthony Pothman
vs.
Cawder Saib

On the Motion of Mr. H A D Compton Attorney for the Plaintiffs, and on reading the Affidavit of the Plaintiffs Hossain Saib, Abdul Hossain, Mattapah & Mauthe Saib, a Rule to shew Cause why the Order of the Late Mayor's Court ordering the Payment of Costs should not be discharged

Ordered —

Meskeen Saib
vs
Woodramalee Maideen Saib & ors

On the Motion of the Plaintiff's Attorney Ordered that the Defendant do within fourteen Days give Security to prosecute his Appeal to his Majesty in Council & in default thereof that a Warrant of Execution do issue —

The Mayor goes off the Bench —

Samuel Johnston
vs.
East India Company

Petition of the Defts praying leave to appeal to his Majesty in Council read — and dis allowed ~~The Court hear & R~~
Petition ~~presented~~
~~Opinion [illegible] that~~

Messrs. Orme & Williams on the part of the Defendants move for a Rule to shew Cause why the Plea of the Statute of Limitations should not be retained and the Plea of the General Issue withdrawn

Rule Granted, by Consent — ~~on the Attorney for the~~ ~~Defts consenting that the Plaintiffs be~~ ~~should not be prejudiced by this~~ ~~[illegible] in the same situation as if this~~ ~~Rule had been moved for sooner~~ — to which the Attorney [illegible] consenting,
~~Rule refused~~ —

Sittings after Term – Tuesday the 14th Day of May 1799.

Present

Alexander Cockburn Esqr
Mayor

Sittings adjourned until Monday next at 9 OClock

Sittings after Term, Monday the 20th Day of May 1799

Present

James Connell Esqr –
Alderman

Sittings adjourned until Monday next the 27 Instant at 9 OClock

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Sittings after 2d Term – Monday the 27th day of May 1799.

Present

The Honble Sir Thomas Strange
Recorder
and
Mr James Connell Alderman –

Wright Hunt & Branson vs. Kistnasawmy Braminy.

Cause called on –
Mr Walters states the Plaintiffs Case –
Deed of Partnership admitted by Defts Advocate
James Franck sworn –
Judgment for Plaintiffs

Ravoonootela Vencatacaylor vs. Dasabatloo Sawmy

Cause called on –
Mr Grant states the Plaintiffs Case –
Vencatapathy Sworn –
Original Account delivered on the Part of Plaintiffs
Cundapah Sworn –
Original Bond & Translate produced on the Part of Deft –
Original Acct & Translate delivered on the Part of Plaintiffs –
Paupiah Sworn –
Kistnaiah Sworn –
~~Bridge~~ Paupiah examined ~~[illegible]~~ on the part of Defendant –

Original

Original Agreement produced on the Part of Defendant—
Cooly coodroo Latchem anarayanah Sworn—
Poody Paupeah sworn—
Original Agreement produced on the Part of Defft—

Judgment for the Defendant subject to ~~a Report~~ the Award to be made on a Reference to ~~be made by~~ Mr Alderman Connell & the Master to enquire into the Sum of 300 Pagodas part of the consideration of the Bond for Pagodas 610— upon the Accounts now before the Court, calling upon the Parties for such Explanations as they may require—

Sittings after 2d Term

Tuesday the 28th day of May 1799

Present

The Honble Sir Thomas Strange Recorder
& Alexander Cockburn Esqre Mayor—

~~Chitty~~
Myla Moortah Pilley
Admr of Myla Chocapilley
Deceased vers
Chinj Aroy

Cause called on—
Mr Grant states the Plaintiffs Case
Original Note of Hand read
Mr Dinney states the Defts Case
Ramah Naick sworn—
Shevanah sworn
Judgment for the Plaintiff

Latchoormana Chitty
&
Moddoo Kistnama Chitty
vs
Pondamally Ramanjeloo

Cause called on—
Mr Grant states the Plaintiffs Case—
Mr Anstruther states the Defendants Case
Vezeeram sworn—
Cadjan Agreement delivered on the Part of Plaintiffs
Narasimaloo sworn on the Part of Defendant—
Vencata Dausary sworn—
Narain Chitty sworn on the Part of the Plaintiffs
Ellapah Chitty sworn—
Tondaloo Naidoo sworn—

Judgment for the Plaintiffs for the Sum of 170 Pagodas with Interest thereon from the ~~beginning~~ first of ~~the year~~ January 1789 at the Rate of 12 P Cent—

Sittings after 2d Term — Wednesday the 29th day of May 1799.

Present
The Honble Sir Thomas Strange
Recorder.
Mr James Call Alderman.

Tirowallycamy Canu=
=almaucom Sawmy
Pillay
vs
Chapaukum Annaiuty

Cause called on, on a New Trial
Antoney sworn on the Part of Defendant
Arokiam sworn.
Cadjan Agreement & Translate read on the Part of Defendant.
Armogam sworn.
Vadajerry sworn on part of Plaintiff
Shunmogaroy sworn on part of Deft.

X Former Judgment reversed & Judgment given in favor of the Defendant.

X Two Depositions of Sawmy Pillah in a Matter between Anthonia Pett. & Anantha Opponent read.
Exhibit A in the same Matter read.

Tondava Chitty
vs
Arcapathroon

Cause called on.
Mr Disney states the Plaintiffs Case
Tanapen sworn.
Vencatasawmy sworn.
Tondava Chitty sworn.
Mr Compton states the Defts Case
Armogum sworn.
Nineapah

Nineapah Sworn.
Judgment for the Plaintiff

Sittings after 2d Term. — Thursday the 30th day of May 1799.

Present
The Honble Sir Thomas Strange
Recorder.
Mr Richard Yeldham Alderman.

Parambadoo Mootiah
Pillay
vs
Nadumapatore
Amecha Pillah

Rule obtained by Defendants Attorney why the Proceedings in this Cause should not be set aside for irregularity made absolute with costs. Ordered that the Defendant be released from the Custody of the Sheriff.

Ramchundra Brett
vs
Cudraugula Jaggernauth Row.

Rule obtained on the Part of the Sheriff why he should not receive his Poundage on the Amount for which the Execution issued in this cause Discharged without Costs.

Hendenley Walter & others
vs
Chase & others

The Attorney for the Plaintiffs moves that Captain Alexander Grant a Witness in this Cause may be examined before the Master on Interrogatories to be exhibited to him on the part of of the Plaintiff & the Defendants, & that the Trial of this Cause may be appointed for Saturday next – Ordered –

~~[illegible]~~ Edward John Holland
vs
Pundapaddy Kistna Sawmy

Cause called on –
Mr Ricketts states the Plaintiffs Case –

Andrew Christian Meyer sworn. Original Bond being produced to the Witness, saith that he witnessed the same, that he was near to the Defendant when he signed it that he was sent for by the Plaintiff to witness the same in the presence of the Deft. at the House allotted to the Second in Council – That there was no force used to compel the Deft. to sign the Bond, that it was executed for the Sum of One Thousand Pagodas –

Court the 30th May A C Meyer

Submitted on
1799. G Taylor
Protho

Judgment for the Plaintiff with a Stay of Execution for three Months by consent.

John & Edward John Holland
Holland
vs
Pundapaddy
Kistnasawmy

Original Bond produced –
Judgment for the Plaintiff by Consent with a Stay of Execution for three Months

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Sittings aft. 2 Term – Friday the 31 ... day of June 1799

Thomas Strange

Present
The Honble Sir Thomas
Recorder.
Mr James Connell Alderman –

Sittings after 2d Term

Saturday the 1st day of June 1799.
Present
The Honble Sir Thomas Strange Knight
Alexander Cockburn Esqr. Mayor.

Chittrah Pillah Exor of Fatumma Bee Deceased
vs.
Ponney Narrain Pillay & Lyah Pillah Executors of Paltheeapah Moodelly deceased

Cause shewn by Mr Anstruther on part of the Plaintiff in object the Rule obtained in Arrest Grant & Hale in support of

Rule discharged

John Doe: on the demise of Segonoopenady Pollear
vs.
Sungiah Chammi

Cause call on
Mr ... to the

Parties
referred
To decal

s after 2d Term – Monday the third day of June 1799

Naick, the Award to be delivered in on the Second day of next Term – & the Costs of Suit to follow the Award.

[illegible] Cash ava Moodelliar
vs.
Tondalum Mootiah Moodelly

Cause called on –

Mr. Orme states the Plaintiff's Case –

Original Bond produced & read
Original Letter & Translate dated 5th December 1795. read

Mr Compton states the Defts Case –

Davaseeammey Moodelliar sworn –

Judgment for Plaintiff deducting 13 Pagodas.

submitted on [illegible] the 30
1799. G Tapper
Proth

John & Edward John Holland Holland
vs
Poondapaddy Kis[illegible]ammey

a[illegible] required them
Found the Money
& when said Soobr
the Plaintiff & his
[illegible]mortgage the
[illegible] of their Rem
[illegible] on forth Deb
[illegible] & their Dub
[illegible] their Offer, & de
mortgage it

[illegible]wunsada
[illegible]lly
vs
[illegible]ramasawmy

Present the Honble Sir Thomas Strange Knight

Mr James Call Alderman.

Cause called on.

Mr Anstruther states the Plaintiff's Case.

Varasawmy Naick sworn –

Knows the Pltff Plaintiff thirty Years & the Deft Ten Years, and Knew their Father for about 27 or 2[illegible]
he Knew the Father [illegible]
when Deceased [illegible]
but he was not [illegible]
well here – Th[illegible]
acquainted with [illegible]
Brother to [illegible]
the Pla[illegible]

Jonathan
Moodeay

until therein to the
the Parties, and the
at such time
together Tobacco
the Defend and at the
ted Tobacco was
18 Tierces of
Tobacco to this Defendant
Men to be employed
Defend of the Plaintiff
on the second day
was the Brother — after
Trouble had been for
time in the capacity of
Defend to Submit
which he
the Plaintiff

Submitted the 30
1799 G
Proth

John & Edward
John Holland
Holland
Complainants by
his attorney

required them
found the Money
said Tobacco
Plaintiff & his
mortgage the
of the
on forth
& this Dec
Offer, &
mortgage it