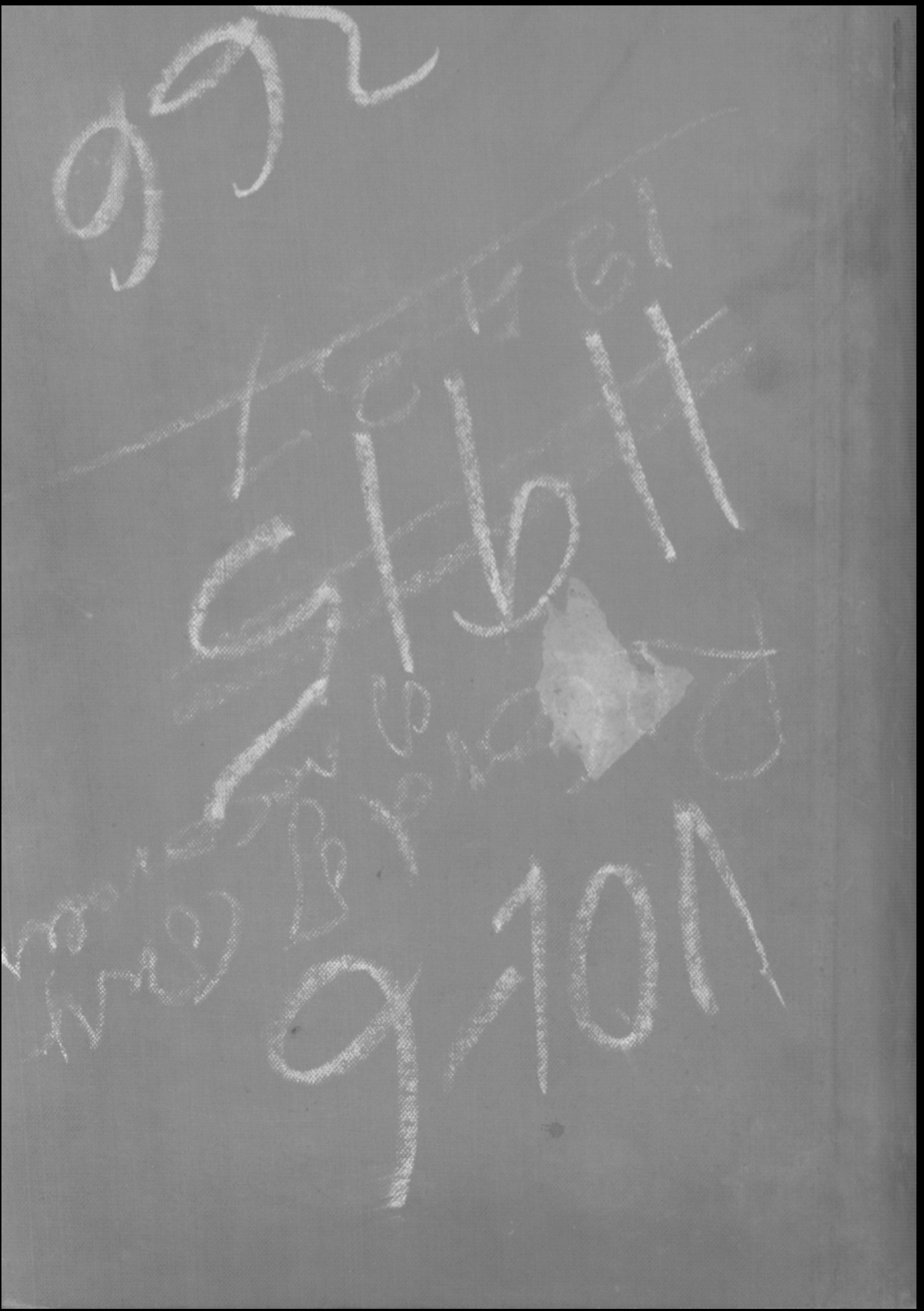


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Pleas at Fort Saint George Before Sir Thomas Strange Knight and the Mayor and Three of the Aldermen of Madras his Companions Justices of Our Sovereign Lord the King of the Court of the Recorder of Madras of the Second Term in the Year One Thousand Eight Hundred and One and in the Fortieth Year of the Reign of Our said Sovereign Lord the King —

Fort St. George Madras } Cattawry Vencatasawmy Naick by George Chalmer and Alexander Anstruther his Attornies Complains of Thomas Plaint filed 15th day of April 1805 — Hayes being a British Subject and as such liable to the Jurisdiction of this Honble Court of a Plea that he render to the said Cattawry Vencatasawmy Naick Five Hundred and Eighty Eight Star Pagodas Nineteen Fanams and Thirteen Cash Current Money of Madras which he owes to and unjustly detains from him For that Whereas the said Cattawry Vencatasawmy heretofore that is to say in the First Term in the Year of Christ One Thousand Eight Hundred and One in this Honble Court by Consideration of the said Court Recovered against the said Thomas and One Josias Duke Porcher as Executors of the Last Will and Testament of Andrew Morris Deceased late a Lieutenant in the Military Service of the Honble United East India Company Five Hundred and Eighty Eight Star Pagodas Nineteen Fanams and Thirteen Cash for his Damages which he had Sustained by Occasion of the non performance of certain Promises and Undertakings made by the said Thomas and Josias as Executors as aforesaid to the said Cattawry Vencatasawmy and also One Hundred and

expended which said damages and Costs Amounted
the whole to Seven Hundred and Sixty Six Pagodas
Twenty Five Fanams and thereon Said to be Levied of
Goods and Chattles which were of the said Andrew Morr
Deceased at the time of his death in the hands of the
said Thomas and Josias Executors as aforesaid or of eit
of them to be Administered if they or either of them the
Thomas and Josias should have so much thereof in
hands to be Administered. And if they should not hav
so much thereof in their or either of their hands to be
Administered then the Same of Four Hundred and
Seventy Eight Pagodas and Six Fanams so Awarded
aforesaid for the Costs and Charges of the said Cathawy
Vencatasawmy to be Levied of the proper Goods and Chatt
of the said Thomas whereof the said Thomas and Josias
were Convicted as by the Record and Proceedings thereof
remaining in the same Court here to wit at Madras
aforesaid more fully appears. And the said Cathawy
Vencatasawmy for obtaining his debt and damages aforesaid
afterwards to wit on the same day and year aforesaid in the
same Term aforesaid Sued out of this Horible Court a
certain Writ of Our Lord the King directed to the
Sheriff of Madras by which said Writ our said Lord the
King Commanded the said Sheriff that he should Cause
to be Levied and made of the Houses Lands and Debts
and other Effects Real and Personal of the said Andrew
Morris Deceased in the hands of the said Josias
Thomas the Executors of the

of the said Andrew Morris Deceased or of either of them
within the Jurisdiction of the said Court by seizure and
if it be necessary by Sale thereof the said Sum of Seven
Hundred and Seventy Six Pagodas Twenty Five Fanams
and Thirteen Cash which the said Cathawy Vencatasawmy
in the said Court Recovered against the said Josias and
Thomas as Executors as aforesaid for damages which he had
sustained by Reason of the non performance of certain Promises
and Undertakings whereof the said Josias and Thomas as
Executors as aforesaid were convicted as for Costs and Charges
by him about his Suit in that behalf expended if they
the said Josias and Thomas or either of them should have
the said Josias and Thomas should not have so much there
in their hands to be Administered then that he should
Cause to be Levied One Hundred and Seventy Eight Pagodas
and Six Fanams the Costs and Charges of the said
Cathawy Vencatasawmy and part of the damages aforesaid
of the proper Goods and Chattels in his Bailwick of the
said Thomas. and have that Money before the said Court
on the Second day of April next following to render to the
said Cathawy Vencatasawmy for damages and Costs aforesaid
and in form the said Court at what Sum he had executed
and sold the Debts of the said Andrew Morris Deceased
in the hands of the said Josias and Thomas as Executors
aforesaid or either of them, and to whom by Name. And
in aforesaid have then have that Writ which

Writ afterwards and before the Return thereof to wit on the said Thirteenth day of March in the Year aforesaid — was delivered by the said Cattawry Vencatasawmy to John Binny Esquire then and still and at the Return of the said Writ being Sheriff of Madras in due form of Law to be executed By virtue of which said Writ the said John Binny being Sheriff of Madras aforesaid afterwards and at the Return of the said Writ returned upon the same to the said Court that he had levyed the Sum of One Hundred and Seventy Eight Pagodas and Six Fanams of the said Thomas being the Amount of the said Costs and Charges mentioned in the said Writ as he was thereby Commanded And that no property of the late Andrew Morris was to be found in the hands of the said Thomas or Josias the therein named Executors as by the said — Writ and Return now filed and Remaining of Record in this Honble Courts more fully appears and the said Judgment so obtained as aforesaid still Remains in its full force and effect in no wise reversed Annulled or satisfied save as to the said Sum of One Hundred and Seventy Eight Pagodas and Six Fanams as aforesaid And the said Cattawry Vencatasawmy hath not yet obtained Execution thereof as to the said Sum of Five Hundred and Eighty Eight Pagodas Nineteen Fanams and Thirteen Cash so Adjudged to him for his damages aforesaid And the said Cattawry Vencatasawmy in fact says that divers Goods and Chattles which were of the said Andrew

aforesaid since the death of the said Andrew Morris and before the exhibiting of the Plaint of the said Cattawry Vencatasawmy in this behalf to wit on the first day of April in the year last aforesaid at Madras aforesaid came to and were in the hands of the said Thomas to be Administered — And the said Thomas afterwards to wit on the same day and year last aforesaid at Madras aforesaid Sold, Eloined, Wasted, Converted and disposed of those Goods and Chattels to his own Use; whereby an Action hath accrued to the said Cattawry Vencatasawmy to demand and have of the said Thomas the said Sum of Five Hundred and Eighty Eight Pagodas Nineteen Fanams and Thirteen Cash being the damages aforesaid in form aforesaid recovered. Yet the said Thomas (altho often requested) hath not yet paid the said Sum of Five Hundred and Eighty Eight Pagodas Nineteen Fanams and Thirteen Cash or any part thereof to the said Cattawry Vencatasawmy but to pay the same to him hath hitherto wholly Refused and still Refuses to the damage of the said Cattawry Vencatasawmy of Five Hundred Pagodas and thereof he brings Suit

Plea filed 4th Augt 1805

And the said Thomas Hayes by Robert Ann his Attorney comes and defends the wrong and injury when &c and says that he has not Sold, Eloined, Wasted, Converted and disposed of the said Goods and Chattels of the said Andrew Morris Deceased to his own use in Manner and form as the said Cattawry Vencatasawmy hath above thereof Com

First Term 1801

And the said Cattawry Vencatasawmy Naick doth the like —

And now in this First Term in the Year of Our Lord One Thousand Eight Hundred and One before the Supreme Court of Judicature at Madras that is to say on the Thirtieth day of September in that Year until which day was given as well to the said Cattawry Vencatasawmy as to the said Thomas to inform the said Supreme Court of Judicature the premises aforesaid came the said Parties by their respective Attornies aforesaid - And the Justices of the said Supreme Court of Judicature having heard the respective Allegations of the parties and examined the truth thereof and duly considered the Evidence produced on both sides say That the said Thomas did Sell, Claim, Waste, Convert and dispose of the said Goods and Chattels of the said Andrew Morris Dennis to his own use in manner and form as the said Cattawry Vencatasawmy hath above thereof complained against him the said Thomas - And they do thereupon Adjudge that the said Cattawry Vencatasawmy do Recover against the said Thomas - his Debt aforesaid and also One Hundred and Fifty Seven Pagodas Fifteen Fanams and Sixty Seven Cash for his damages which he hath sustained as well by occasion of the detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf expended which said Debt and Damages Amount in the whole to Seven Hundred and Forty Five Pagodas and Thirty Five Fanams. And that the said Cattawry Vencatasawmy have his Execution thereof against the said Thomas &c.

Judgment signed on behalf of the Plaintiff 28 Oct 1801 Rickets Dft Chalmer Dfts Attz

In the Supreme Court of Judicature at Madras

First Term One Thousand Eight Hundred and One —

Fort St George Madras } William Abbott puts in his place Charles Walters his — Attorney against Aheem Aumed Cawn Bahander in a Plea of Debt —

Fort St George Madras } The said Aheem Aumed Cawn Bahander puts in his place George Mc Mahon his Attorney at the Suit of the said William Abbott in the Plea aforesaid —

Fort St George Madras } Be it Remembered that on the Twentieth day of November in the First Term of the Year One Thousand Eight Hundred and One before the Supreme Court of — Judicature of Madras came William Abbott by Charles Walters his Attorney and brought into the said Court his certain Plaint against Aheem Aumed Cawn Bahander being an Inhabitant of Madras of a Plea of Debt and there are Pledges for the — Prosecution John Doe and Richard Roe which said — Plaint follows in these words to wit Fort Saint George

Plaint in Debt filed 20th November 1801 —

Madras — William Abbott of Madras Merchant — Complains of Aheem Aumed Cawn Bahander, being an Inhabitant of Madras and residing there and thereby subject to the Jurisdiction of this Honble Court of a Plea that he render to the said William the Sum of Four Thousand Pagodas Current Money of Madras which he owes to and — unjustly detains from him And whereupon the said William by Charles Walters his Attorney Complains [illegible]

day of March in the year of Christ One Thousand Seven Hundred and Ninety Nine to Wit at Madras aforesaid by his certain Writing Obligatory Sealed with the Seal of the said — Aheem Aumed Cawn Bahander and now shewn to the Court here, the date whereof is the same day and year aforesaid — acknowledged himself to be held and firmly bound unto the said William by the name and discription of William Abbott of Fort Saint George in the Sum of Four Thousand Pagodas above demanded to be paid to the said William his Heirs Executors Administrators or Assigns when he should be there to afterwards Required, Yet the said Aheem Aumed Cawn Bahander [illegible] tho often Requested by the said William hath not paid the said Sum of Four Thousand Pagodas or any part thereof to the said William but to pay the same or any — part thereof to the said William, he the said Aheem Aumed Cawn Bahander hath hitherto wholly refused and still — doth refuse to the damage of the said William One Hundred Pagodas and therefore he brings the Suit &c —

And the said Aheem Aumed Cawn Bahander by George Mc Mahon his Attorney comes and defends the — wrong and injury when and &c and says that he cannot deny the Action of the said William Abbott nor but that he the said Aheem Aumed Cawn Bahander doth owe to the said William the Sum of Two Thousand Six Hundred and Twenty Six Pagodas part of the Sum of Money above demanded and upon this the said William prays Judgment and his Debt aforesaid so Acknowledged to be Adjudged

Judgment Signed for the Plaintiff

Therefore it is Considered that the said William —

his Debt aforesaid to the Amount of Two Thousand — Six Hundred and Twenty Six Pagodas and also Forty Seven Pagodas and Eight Fanams for his Costs and Charges in his behalf which Debt Costs and Charges Amounts in the whole to Two Thousand Six Hundred and Seventy three Pagodas and Eight Fanams and that the said William have his Execution thereof and the said Akkum Ammed Cawn Bahauder in Mercy &c. — And thereupon the said William freely here in Court Remits to the said Akkum Ammed Cawn Bahauder One Thousand Three Hundred and — Seventy four Pagodas the Residue of the Debt aforesaid — whereupon the said Akkum Ammed Cawn Bahauder is — acquitted of the said One Thousand Three Hundreds and — Seventy four Pagodas in forma aforesaid Remitted and may go — thereof without day. —

Committment Issued this 20th Day of November 1801

And thereupon the said William Abbot by Charles Walters his attorney prays a Writ of our Lord the King to be directed to the Sheriff to cause him to take the body of the said Akkum Ammed Cawn Bahauder in Satisfaction of his Debt — and it is granted unto him returnable here on the Twenty third day of November Instant —

Pleas at Fort Saint George Before Sir Thomas Strange Knight and the Mayor and Three of the Aldermen of Madras his Companions Justices of Our Sovereign Lord the King of the Court of the Recorder of Madras of the First Term in the Year One Thousand — Eight Hundred and One and in — the Fortieth year of the Reign of Our said Sovereign Lord the — King —

Fort St George } Edward Dent by George Chalmers and Alexander
Madras } Arbuthnot his Attorney complains of Goorroonadah Chetty —

Plaint filed this 27th Day of March 1805. — being an Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honble Court of a Plea that he render to him Eleven Thousand Seven Hundred and Twenty Seven Pagodas Nineteen Fanams and Twelve Cash Current Money of Madras which he owes to and unjustly detains — from him For that Whereas the said Goorroonadah heretofore to wit on the first day of May in the Year of Our Lord One Thousand Eight Hundred at Madras aforesaid by his certain — Writing Obligatory Sealed with the Seal of him the said Goorroonadah and to the Court here now shewn the date whereof is the same day and year aforesaid Acknowledged himself to be

description of Edward Dent of the same place Merchant) in the
Sum of Eleven Thousand Seven Hundred and Twenty Seven
Pagodas Nineteen Fanams and Twelve Cash Current Money
aforesaid to be paid to the said Edward when he the said Soorro-
-nadah should be thereunto afterwards Requested. Nevertheless
the said Soorroonadah (altho often Requested) hath not yet Com
the said Sum of Eleven Thousand Seven Hundred and Twen
Seven Pagodas Nineteen Fanams and Twelve Cash or any par
thereof to the said Edward but hath wholly Refused and still doth
Refuse so to do to the damage of the said Edward of Ten Pago
and therefore he brings Suit.

And now in this First Term on the Fou
of Our Lord One Thousand Eight Hundred and One before
the Supreme Court of Judicature at Madras that is to s
on the Tenth day of October in that year to which day was
given as well to the said Edward as to the said Soorroonada
to inform the said Supreme Court of Judicature of the pre
comes the said Edward by his Attorney George Chalmer an
the said Soorroonadah although Solemnly demanded came
not to Answer nor did he say any thing in bar or preclusi
and so forth. And the Justices of the said Supreme Cou
of Judicature having heard the Allegations of the Party
Plaintiff and examined the truth thereof and duly Consider
the Evidence produced on the part of the said Plaintiff say
that the said Writing Obligatory on the said Declaration
mentioned is the Deed of him the said Soorroonadah as the
Edward hath in that behalf

said Edward do Recover against the said Soorroonadah his
Judgment signed for the Plaintiff the 7 December 1801. Debt aforesaid and also Ninety One Pagodas Nineteen Fanams and Ten Cash for his damages which he hath sustained as well by Occasion of detaining the said Debt as for his Costs and Charges by him about his Suit in that behalf expended which said Debt and Damages amount in the whole to Eleven Thousand Eight Hundred and Eighteen Pagodas Thirty Eight Fanams and Twenty two Cash and that he the said Edward have his Execution thereof &c.

J Watts
J Watts
G Chalmer
Atty for Plff

And thereupon the said Edward Dent by George Chalmer and Alexander Anstruther his attorneys pray a writ of our Lord the King to be directed to the Sheriff to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Soorroonadah the Sum of three thousand three Hundred and Seventy four Pagodas thirteen Fanams and fifty Cash - and it is granted unto him Returnable here on the Twenty Ninth day of March Instant

Execution issued this 26th March 1802

Pleas at Fort Saint George Before
Sir Thomas Strange Knight and
the Mayor and Nine of the Aldermen
of Madras his Companions Justices of
Our Sovereign Lord the King of the Court
of the Recorder of Madras of the Fourth
Term in the Year of Our Lord One
Thousand Eight Hundred and in the
Thirty Ninth Year of the Reign of Our
said Sovereign Lord the King —

Fort St. George
Madras } ss. Maneemangalum Mootta Pillay by George Chalmers and
Alexander Anstruther his Attornies complains of Coorapatty Lunata
Ramah Chetty being an Inhabitant of Madras and as such
liable to the Jurisdiction of this Hon^ble Court For that Whereas
Plaint in assumpsit filed 22^d September 1800
the said Coorapatty Venkatarama heretofore, to wit, on the First
day of September in the Year One Thousand Eight Hundred, at
Madras aforesaid, was indebted to the said Maneemangalum Mootta
in the Sum of Eight Hundred Pagodas Current Money of Madras
for so much Money by the said Maneemangalum Mootta before
that time lent and Advanced to the said Coorapatty Venkatarama
at his special instance and Request, and being so indebted he the
said Coorapatty Venkatarama in Consideration thereof afterwards
to wit on the same day and year aforesaid, at Madras aforesaid
undertook and then and there faithfully promised the

should be thereunto afterwards Requested And Whereas the
said Coorapatty Venkatarama afterwards, to wit, on the same day
and year aforesaid, at Madras aforesaid, was indebted to the said
Maneemangalum Mootta in the further Sum of Eight Hundred Pagodas
Current Money aforesaid for so much Money by the said Coorapatty
Venkatarama before that time had and received to the Use of the said
Maneemangalum Mootta at his like instance and Request, and
being so indebted he the said Coorapatty Venkatarama in Consid-
eration thereof afterwards to wit on the same day and year aforesaid
at Madras aforesaid, undertook and then and there faithfully
promised the said Maneemangalum Mootta to pay him the said
last mentioned Sum of Money when he should be thereunto
afterwards Requested And Whereas the said Coorapatty Venkata
Ramah afterwards to wit on the same day and year aforesaid
at Madras aforesaid accounted with the said Maneemangalum
Mootta of and Concerning divers other Sums of Money before
that time due and owing by the said Coorapatty Venkatarama
to the said Maneemangalum Mootta, and then being in Arrear
and unpaid and upon that account the said Coorapatty
Venkatarama was then and there found in Arrear and indebted
to the said Maneemangalum Mootta in a large Sum of Money
to wit in the Sum of Eight Hundred Pagodas Current Money
aforesaid and being so found in Arrear and indebted to the
said Maneemangalum Mootta he the said Coorapatty Venkat
Ramah in consideration thereof, afterwards to wit on the same
day and year aforesaid, at Madras aforesaid undertook and then
and there faithfully promised the said Maneemangalum Mootta

should be thereunto afterwards Requested. Nevertheless the said Coorapatty Vencatarama not Regarding the said several Promises and Undertakings so by him made as aforesaid but Contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Manemangalum Mootta in the Premises hath not yet paid the said several Sums of Money or any or either of them or any part thereof to the said Manemangalum Mootta (altho often Requested so to do) but to pay the same or any part thereof to the said Manemangalum Mootta the said Coorapatty Vencatarama hath wholly refused and still refuse contrary to the form and effect of the said Promises and Undertakings so by him made in that behalf as aforesaid and to the damage of the said Manemangalum Mootta Pillay of Eight Hundred Pagodas and thereof he brings Suit

And now in this First Term in the Year of Our Lord One Thousand Eight Hundred and One before the Supreme Court of Judicature at Madras that is to say on the Twenty first day of October in that Year until which day was given as well to the said Manemangalum Mootta as to the said Coorapatty Vencatarama to inform the said Supreme Court of the premises comes the said Manemangalum Mootta by his Attorney George Chalmers and the said Coorapatty Vencatarama although Solemnly demanded came not to Answer nor did he say any thing in bar or preclusion and so forth. And the Justices of the said Supreme Court having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly

said Coorapatty Vencatarama did Undertake and promise in Manner and form as the said Manemangalum Mootta hath above Complained against him and do adjudge that the said Manemangalum Mootta do recover against the said Coorapatty Vencatarama the sum of one hundred and Twenty Pagodas for his damages occasioned by the non performance of the promises and Undertakings aforesaid and also Sixty Pagodas Twenty five Fanams and Thirty Cash for the Costs and Charges of him the said Manemangalum Mootta which he has been put to about his Suit in that behalf which said damages and Costs in the whole amount to one hundred and Eighty Pagodas Twenty five Fanams and Thirty Cash - and that the said Manemangalum Mootta have his Execution thereof against the said Coorapatty Vencatarama

Judgment signed for the Plff on the 10th of Dec. 1801
H. Templer
Dr. Pitts

Yea. And thereupon the said Manemangalum Mootta Pillay by George Chalmers and Alexander Anstruther his Attornies pray a Writ of our Lord the King to be directed to the Sheriff of Madrapatnam Commanding him that he cause to be taken the body of the said Coorappatty Vencatarama in Satisfaction of his debt - and it is granted unto him returnable here on the Seventeenth day of December Instant.

Commitment issued this 14th day of December 1801.

Pleas at Fort Saint George
Before Sir Thomas Strange
Knight and the Mayor and three of
the Aldermen of Madras his —
Companions Justices of Our Sovereign
Lord the King of the Courts of the —
Recorder of Madras of the Second Term
in the Year One Thousand Eight
Hundred and One and in the Fortieth
Year of the Reign of Our said Sovereign
Lord the King —

Fort St George
Madras } ss

Davy Soobaroyam Moodelliar by George
Chalone and Alexander Anstruther his Attornies complains
of Paulaghery Condalia Bramany being an Inhabitant of
Madras and as such subject to the Jurisdiction of this —
Horible Court of a Plea that he Render to him Eight Thousand
Star Pagodas Current Money of Madras which he owes to
and unjustly detains from him: For that Whereas the said
Paulaghery Condaliah Bramany heretofore to wit on the
Fourteenth day of December in the Year of Christ One
Thousand Seven Hundred and Ninety Seven at Madras
aforesaid by his certain Writing Obligatory Sealed with
the Seal of him the said Paulaghery Condalia Bramany
and to the Court here now shewn the date whereof is the

Plaint in debt filed the 2d day of April 1801

held and firmly bound to the said Davy Soobarayam Modelliar by the Name and description of Davy Soobarayam resident of the same place Dubash) in the Sum of Eight Thousand Star Pagodas Current Money aforesaid to be paid to the said Davy Soobarayam Modelliar when he the said Palaghery Condaliah Brauniny should be thereunto afterwards Requested; Nevertheless the said Palaghery Condaliah Brauniny (altho often Requested) hath not yet rendered the said Sum of Eight Thousand Star Pagodas or any part thereof to the said Davy Soobarayam Modelliar but hath wholly Refused so to do to the Damage of the said Davy Soobarayam Modelliar of Twenty Pagodas and thereof he brings Suit

And now in this First Term in the Year of Our Lord One Thousand Eight Hundred and Two before the Supreme Court of Judicature &c. Marcus Martin Esqr on the Twenty first day of October and that Suit to which day was given as well to the said Davy Soobarayam Modelliar as to the said Palaghery Condaliah Brauniny to inform the said Supreme Court of Judicature of the premises comes the said Davy Soobarayam Modelliar by his Attorney George Chalmer and the said Palaghery Condaliah Brauniny although Solemnly demanded came not to Answer nor did he say any thing in Bar or Preclusion and so forth - And the Justices of the said Supreme Court of Judicature having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence

Judgment signed for the Plt on the 9th of Dec 1801
D. Templeton
D. Porter

in the said Declaration Mentioned is the Deed of him the said Palaghery Condaliah Brauniny as the said Davy Soobarayam Moodeliar hath in that behalf above Complained against him and do adjudge that the said Davy Soobarayam Modelliar do recover against the said Palaghery Condaliah Brauniny his Debt aforesaid and also one hundred and Thirty one Pagodas and forty fanams for his damages which he hath sustained as well by occasion detaining the said Debt as for his Costs and Charges by him about his Suit in that behalf Expended, which said Debt and Damages amount in the whole to Eight Thousand one hundred and thirty one Pagodas and forty fanams and that the said Davy Soobarayam Modelliar have his Execution thereof &c.

And thereupon the said Davy Soobarayam Modeliar by Chalmer and Anotr their Attorney pray a writ of our Lord the King to be directed to the Sheriff to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Palaghery Condaliah Brauniny the Sum of six thousand and forty four Pagodas and forty fanams - and it is granted unto him returnable here on the - Twenty ninth day of March Instant

Execution Issued this 26th March 1802

In the Supreme Court of Judicature at Madras

First Term in the Year of Our Lord One Thousand Eight Hundred and One -

Fort St George Madras - } George Saxon puts in his place Charles Walters his Attorney against Charles Frederick Mandeville in a Plea of Debt

Fort St George Madras - } The said Charles Frederick Mandeville puts in his place George Mc Mahon his Attorney at the Suit of the said George Saxon in the Plea aforesaid -

Fort St George Madras - } Be it Remembered that on the Twenty Eighth day of December in the First Term of the Year 1801 before the Supreme Court of Judicature at Madras came George Saxon by Charles Walters his Attorney and brought into the said Court his certain Plaint against Charles Frederick Mandeville being a British Subject liable to the Jurisdiction of this Horible Court of a Plea of Debt and there are Pledges for the Prosecution John Doe and Richard Roe which said Plaint follows in these Words to wit - Fort St George Madras - George Saxon by Charles Walters his Attorney Complains of Charles Frederick Mandeville being a British Subject and as such a Person liable to the Jurisdiction of this Horible Court of a Plea that he render to him One Thousand four Hundred Star Pagodas Current Money of Madras which he owes to and unjustly detaines from him - For that Whereas the said Charles Frederick heretofore - to Wit on the Eighteenth day of November in the Year One Thousand Eight Hundred at Seringapatam to wit at Madras by his certain Writing Obligatory Sealed with the Seal of the said Charles Frederick and to the Court here now

Plaint upon Warrant of Attorney to Confess the Debt filed the 28th day of December 1801 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of his Majesty's Supreme Court of Judicature at Madras of the first Term in the Year of our Lord one thousand eight hundred and one —

Fort St George Madras } Soorroonada Chitty assignee of Alucadoo Burmah Chitty puts in his place and Head Townes Dixney his attorney against Patricio Suarez Executor of Ignacia Harris deceased and administrator of Anthony de Costa deceased in a Plea of Debt.

Fort Saint George Madras } The said Patricio Suarez Executor of Ignacia Harris and Administratrix of Anthony De Costa both deceased puts in his place Charles Walters his attorney at the suit of the said Soorroonada Chitty in the Plea aforesaid —

Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the proceedings and Records of the said Court of the Recorder) came Soorroonada Chitty assignee of Alucadoo Burmah Chitty by Townes Dixney his Attorney and brought into the said last mentioned Court then there his certain Plaint against Patricio Suarez Executor of Ignacia Harris & administrator of Anthony de Costa both deceased in a Plea of Debt &c &c which said Plaint follows in these words to wit —

Fort St George Madras to Wit } Soorroonadoo Chetty of Madras Inhabitant Assignee of Alucadoo Burmah Chitty of Madras by Townes Dixney of Madras Complainer of Patricio Suarez also of Madras

Plaint in debt

Inhabitants Executor of the Last Will and Testament of
Ignacia Harris late of Madras Deceased and Administrator
of the Estate and Effects of Anthony De Costa Deceased and
as such Person subject to the Jurisdiction of this Honble Court
of a Plea that he render to him the said Sooroonada Chetty
as Assignee of Ubucadoo Burnah Chetty the Sum of Five
Hundred and Eighty One Star Pagodas Twenty four Fanams
and Sixty Cash Current Money of Madras which he owes
and unjustly detains from him. For that Whereas the said
Ignacia Harris and Anthony De Costa in their Life time
to Wit on the second day of May in the Year of Our Lord
One Thousand Seven Hundred and Eighty Five at
Madras aforesaid by their Certain Writing Obligatory Sealed
with the Seals of them the said Ignacia Harris and Anthony
De Costa (and now shewn to the Court here) the date whereof
is on the day and year aforesaid Acknowledged themselves to be
then and there held and firmly bound unto the said Ubucadoo
Burnah Chetty in the Sum of Two Hundred and Sixty Star
Pagodas to be paid to the said Ubucadoo Burnah Chetty in
Three Months from the date thereof or when they should be
thereto afterwards Requested. Yet the said Ignacia Harris
or Anthony De Costa in their Life time or the said Patricio
Suares since their Decease as Executor of Ignacia Harris
Deceased or as Administrator of Anthony De Costa Deceased
(although often Requested to pay the said Sum of Five
Hundred and Eighty One Star Pagodas Twenty four Fanams
and Sixty Cash) hath not yet paid the said Sum of Five
Hundred and Eighty One Star Pagodas Twenty four Fanams
and Sixty Cash

Sooroonada Chetty as Assignee of Ubucadoo Burnah Chetty
aforesaid but to pay the same or any part thereof to the said
Sooroonada Chetty as Assignee as aforesaid he the said Patricio
Suares as Executor and as Administrator as aforesaid hath
hitherto wholly refused and still doth refuse to the damage
of the said Sooroonada Chetty as Assignee as aforesaid his
Damage of Six Hundred Pagodas and therefore he brings
his Suit and so forth.

And now at this day that is to say on the
Seventh day of January 1802. in the Vacation of the First
Term of the Year of Our Lord One Thousand Eight
Hundred and One until which day the said Patricio as
Executor and Administrator as foresaid had Leave to imparle. imparlance
to the said Plaint and then to Answer the same, at which
day before the said Court came as well the said
Sooroonada Chetty by his said Attorney as the said Patricio
by his Attorney.

Plea of Confession And the said Patricio Suares Executor of
Ignacia Harris and Administrator of Anthony De Costa
both Deceased by Charles Walters his Attorney Comes and
defends the wrong and Injury when and so forth and saith
that he cannot deny the Action of the said Sooroonada
Chetty Assignee of Ubucadoo Burnah Chetty nor but that
he hath Sustained Damage by Reason of the detention of
the said Debt to the Sum of Three Hundred and Eighty One
Star Pagodas as he the said Sooroonada Chetty as Assignee as
aforesaid on his said Plaint hath averred, and thereupon he
said Sooroonada Chetty as Assignee as aforesaid prays that

and Costs laid out by him about his Suit in this behalf may be Adjudged to him Therefore it is Considered that the said Soornmanda Chetty as Assignee as aforesaid Recover against the said Patricio Suares Executor of Ignacia Harris and Administrator of Anthony De Costa both Deceased his damages aforesaid so by him in form aforesaid Acknowledged and also Forty One Pagodas and Eighteen Fanams for his Costs and Charges by the Court of Our Lord the King now here Adjudged by their Assent which damages in the whole Amounts to Four Hundred and Forty two Pagodas and Forty One Fanams and the said Patricio Suares Executor of Ignacia Harris and Administrator of Anthony De Costa both Deceased on Mercy Ved

Judgment signed & Seald on the 7th Jan.y 1802 — Dr Semple Dr Porter

Said Hereupon the said Soornmanda Chetty as Assignee as aforesaid by Townes Denny his Attorney prays a Writ of our Lord the King to be directed to the Sheriff to Cause him to Levy and make of the Goods Lands, Debts and Other Effects which belong to the Estate of the said Ignacia Harris and Anthony De Costa both Deceased and which since their respective deaths have come to the Possession & Knowledge of the said Patricio Suares as Extor Admor as aforesaid the Sum of Four Hundred and Forty two Pagodas and Forty one Fanams. and it is granted unto him returnable here on the Eleventh day of January Instant

Execution issued this 8th January 1802

Please at Fort Saint George
before Sir Thomas Strange
Knight and the Mayor and three
the Aldermen of Madras his
Companions Justices of Our Sovereign
Lord the King of the Court of the
Recorder of Madras of the
Second Term in the Year of
Our Lord One Thousand Eight
Hundred and One and in the
Fortieth Year of the Reign
of Our said Sovereign Lord
the King

Fort St George
Madras

} Pinnapauchum Canagaroyah Moodelliar Inhabitant of Madras Son and Administrator of all and singular the Goods Chattles Rights and Credits of Pinnapauchum Arroonagerry Moodelliar Deceased by Towrus Disney his Attorney

Plaint in a Plumpit filed the 18th Day of May 1801

Complains of Coodalore Videnadum of Madras Inhabitant and as such a Person subject to the Jurisdiction of this Kings Court of a Plea of Trespass on the Case For this to wit that Whereas the said Coodalore Videnadum on the fourth day of June in the Year of Christ One Thousand Seven Hundred and Ninety two at Madras

bearing date on the day and year last abovementioned and there and there delivered the said Native Malabar Bond (now shewn to the Court of Our Lord the King here) he the said Coodalore Videnaudum Acknowledged to have borrowed and Received of said Pinnapauchum Arroagerry Moodelliar the Sum of Four Hundred and Twenty One Star Pagodas and did engage and agree to Repay the same together with Interest for the same at the Rate of Twelve per Cent per Annum on demand or when he should be thereunto afterwards Required and being so liable he the said Coodalore Videnadum in Consideration thereof afterwards to wit on the day and year last abovementioned at Madras aforesaid took upon himself and then and there faithfully promised the said Pinnapauchum Arroagerry Moodelliar that he the said Coodalore Videnadum would well and truly pay and satisfy the said Pinnapauchum Arroagerry Moodelliar the said Sum of Four Hundred and Twenty One Star Pagodas and the Interest thereof Amounting in the whole to the Sum of Eight Hundred and Twenty four Star Pagodas according to the Tenor and Effect of said Native Malabar Bond and Whereas Coodalore Videnaudum on the day and year last aforesaid at Madras aforesaid was indebted unto the said Pinnapauchum Canagaroy Moodelliar as Administrator as aforesaid in other Sum of Eight Hundred Star Pagodas of like Lawful Money of Madras at the special instance and Request of the said Coodalore Videnaddum for him the

paid laid out and expended and being so indebted he the said Coodalore Videnaudum afterwards to wit upon the same day and year at Madras aforesaid in Consideration thereof took upon himself and them and there faithfully promised the said Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid to pay him the said Eight Hundred Star Pagoda when he should be thereunto afterwards requested And Whereas also the said Coodalore Videnaudum afterwards to wit on the same day and year last aforesaid in Madras aforesaid was indebted unto the said Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid in other Sum of Eight Hundred Star [illegible] Pagodas of like lawful Money of Madras for Money he the said Coodalore Videnaudum before that time had [illegible] and received to the Use of the Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid and being so indebted he the said Coodalore Videnaudum in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid to pay him the said Sum of Money last mentioned when he should be afterwards requested

Yet the said Coodalore Videnaudum not regarding his aforesaid several Promises and Undertakings so by him made in this behalf as aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Pinnapaukum Arnagery [illegible] in his life time and the said Pinnapaukum Canagaroy Moodelliar since his [illegible] paid the said

the said Pinnapaukum Arnagerry Moodelliar in his life time or to the said Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid since his death or to either of them although the said several Sums of Money was often demanded and to pay the same he the said Coodalore Videnaudeum was requested by the said Pinnapaukum Arnagerry Moodelliar in his life time often times and by the said Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid since his [illegible] to wit at Madras aforesaid but to pay the same he the said Coodalore Videnaudeum hath hitherto wholly refused and still refuses to the said Pinnapaukum Canagaroy Moodelliar as Administrator as aforesaid his damage of One Thousand and Four Hundred Star Pagodas and therefore he brings his Suit and so forth And he brings into Court here the Letters of Administration granted by the late Honble Mayors' Court of the Goods and so forth of Pinnapaukum Arnagerry Moodelliar Decased which sufficiently prove to the Court here the granting thereof in form aforesaid

And now in this First Term in the Year of Our Lord One Thousand Eight Hundred and One before the Supreme Court of Judicature at Madras that is to say on the Seventh day of October in that year to which day was given as well to the said P. Canagaroyen Moodelliar as to the said Coodalore Videnadam to inform the said Supreme Court of Judicature of the premises comes the said P. Canagaroya Moodelliar by his Attorney Charles Walters and the said Coodalore Videnaudeum although Solemnly demanded came not to Answer nor did he say any thing in bar or preclu

of Judicature having heard the Allegations of the Party Plaintiff and Examined the truth thereof and duly Considered the Evidences produced on the part of the said Plaintiff say that the said Cooddaloor Videnaudeum did undertake and Promise in Manner and form as the said P. Canagaroya Moodelliar hath above thereof Complained against him the said Cooddaloor Videnaudeum. And do Adjudge that the said P. Canagaroya Moodelliar as Administrator as aforesaid do Recover against the said Cooddaloor Videnaudeum the Judgment signed for the Plt in the Sum of Nine Hundred and five Pagodas for his damages sustained Trin. of Jan. 1802 by the Nonperformance of the Promises and Undertakings aforesaid W Semple and also the Sum of One Hundred and Twelve Pagodas and D. Parker Nine Fanams for the Costs and Charges of Suit by the said Plaintiff about his Suit in that behalf which said Damages and Costs Amounts in the whole to the Sum of One Thousand and Seven Pagodas and Nine Fanams and that the said Ponnapandeum Canagaroya Moodelliar have his Execution thereof against the said C. Videnaudeum &c.

Writ of Execution Issued the 9th day of January 1802 -

And thereupon the said Ponnapandeum Canagaroya Moodelliar Administrator of P. Canagaroya Moodelliar Deceased by Charles Walters his Attorney prays a Writ of Our Lord the King to be directed to the Sheriff to cause him to levy and make of the Goods Lands Debts and other Effects which belong to the said Cooddaloor Videnaudeum the Sum of One Thousand and Seventeen Pagodas and Nine Fanams and it is granted unto him Returnable here on the 13th day of January Instant

In the Supreme Court of Judicature at Madras

First Term in the Year of our Lord one thousand eight hundred and one -

Madras to wit The Thomas Chase John Chinnery and John McDouall by Emanuel Samuel their attorney Complain of Philip Moorat an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court of a Plea that he render to the said Thomas Chase John Chinnery and John McDouall Fifty three thousand Star Pagodas of Lawful Current Money of Madras which he owes to and unjustly detains from them For that Whereas the said Philip on the third day of April in the Year of our Lord one thousand eight hundred and one to wit at Madras by his Certain Writing Obligatory Sealed with his Seal and to the Court Now Here shown the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound to the said Thomas John Chinnery and John McDouall in Nine thousand Star Pagodas of Lawful Current Money of Madras to be paid to the said Thomas John Chinnery and John McDouall when he the said Philip should be thereto afterwards Requested - Whereupon an action hath accrued to the said Thomas John Chinnery and John McDouall to demand and have of and from the said Philip the Sum of Nine thousand Star Pagodas parcel of the said Sum of fifty three thousand Star Pagodas above demanded - And Whereas the said Philip on the Sixth day of June in the Year aforesaid at Madras aforesaid by his Certain other writing obligatory sealed with his Seal and to the Court Now here shown the date whereof is the day and year last aforesaid acknowledged himself to be held and firmly bound to the said Thomas John Chinnery and John McDouall in the Sum of Forty four thousand Star Pagodas of like Lawful Current Money of Madras to be paid to the said Thomas John Chinnery and John McDouall when he the said Philip should be thereto afterwards Requested - Whereby an action hath accrued to the said Thomas John Chinnery and John McDouall to demand and have of

Plaint in debt & Judgment by non sum information filed this 20th day of January 1802 -

of and from the said Philips the said sum of Fifty four Thousand Star Pagodas
Residue of the said Sum of Fifty three Thousand Star Pagodas above demanded)
Yet the said Philips (although often requested so to do) hath not paid the said
Fifty three Thousand Star Pagodas above demanded or any part thereof to the said
Thomas Chase John Chinnery and John Mc Donall or to any or either of
them - but to pay the same or any part thereof to the said Thomas Chase, John
Chinnery and John Mc Donall, or to any or either of them he the said Philips
hitherto wholly refused and still doth refuse to the damage of the said Thomas
Chase, John Chinnery and John Mc Donall of Three hundred Star Pagodas and
therefore they bring their Suit &c.

And the said Philips by George McMahon his attorney comes
and defends the wrong and injury when &c. And the said Thomas Chase, John
Chinnery and John Mc Donall pray that the said Philips may answer their said
Plaint Whereupon the said Attorney of the said Philips says that he is not
informed by the said Philips of any Answer to be given for him to the said Thomas
Chase, John Chinnery and John Mac Donall in the premises. Nor doth he
say any thing in bar or preclusion of the said action of the said Thomas Chase
John Chinnery and John Mac Donall whereby the said Thomas Chase, John
Chinnery and John Mac Donall remain thereon undefeated against the said Philips

Judgment signed for the Plaintiffs the 20th of January 1802. Abbott Assty

Therefore it is Considered that the said Thomas Chase, John Chinnery and
John Mc Donall do Recover against the said Philips their said Debt
and also thirty six Pagodas and twenty four fanams for their damages
which they have sustained as well on occasion of the detaining the said
Debt as for their Costs and Charges by them about their Suit in this behalf
expended by the Court here adjudged to the said Thomas Chase, John Chinnery
and John Mac Donall and with their assent and the said Philips in Mercy &c.

E Samuel Plff's Attorney

Writ of Execution Issued this 20 day of January 1802.

And hereupon the said Thomas Chase, John Chinnery and John
Mc Donall by Emanuel Samuel their attorney pray a writ of our Lord the
King to be directed to the Sheriff to cause him of Our

Lands, Debts and Other effects which belong to the said Philips Moorat the Sum of Twenty
eight thousand four hundred and twenty six Star Pagodas and twenty four fanams and it
is granted unto them returnable here on the twenty third day of January Instant -

In the Supreme Court of Judicature at Madras

First Term in the Year of our Lord one thousand
eight hundred and one -

Madras to wit

Thomas Chase, John Chinnery and John Mc Donall by Emanuel Samuel their attorney Complain of Rosa Johannes Baboon Widow an
Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honora
Court of a Plea that she render to the said Thomas, John Chinnery and John Mc Don
forty thousand Star Pagodas of Lawful Current Money of Madras which she owes

Plaint in Debt and Judgment by non sum informatus filed the 20th January 1802 -

to and unjustly detains from them For that Whereas the said Rosa Johannes on the
sixth day of June in the Year of our Lord one thousand eight hundred and one to wit
at Madras by her Certain writing obligatory Sealed with her seal and to the Court no
here shown the date whereof is the day and year aforesaid acknowledged herself to be
and firmly bound to the said Thomas, John Chinnery and John Mc Donall in the said
forty thousand Star Pagodas to be paid to the said Thomas, John Chinnery and John
Mc Donall when she the said Rosa Johannes should be thereto afterwards Requested
As the said Rosa Johannes (although often requested &c) hath not paid the said
Star Pagodas above demanded or any part thereof to the said Thomas
John

John Chinnery and the Mr Donalls or in any or either of them the said Rosa Johannes shall & ought wholly refused and do both refuse to the damage of the said Thomas Chase John Chinnery and John Mc Donall of Five hundred Star Pagodas and therefore they bring their suit &c

And the said Rosa Johannes by George Mc Watson her attorney comes and defends the wrong and injury when &c And the said Thomas Chase John Chinnery and John Mc Donall pray that the said Rosa Johannes may answer their said Plaint Whereupon the said Attorney of the said Rosa Johannes says that he is not informed by the said Rosa Johannes of any answer to be given for her in the premises to the said Thomas Chase, John Chinnery and John Mac Donall Nor doth he say any thing in bar or preclusion of the said action of the said Thomas Chase, John Chinnery and John Mac Donall Whereby the said Thomas Chase John Chinnery and John Mc Donall remain undefended against the said Rosa Johannes - Therefore it is Considered that the said Thomas Chase John Chinnery and John Mc Donall do recover against the said Rosa Johannes their said debt and also thirty five Pagodas and eighteen Fanams for their damages which they have sustained as well on occasion of the detaining the said debt as for their Costs and Charges by them about their suit in this behalf expended by the Court here adjudged to the said Thomas Chase John Chinnery and John Mc Donall and with their assent And the said Rosa Johannes in Mercy &c

And thereupon the said Thomas Chase, John Chinnery and John Mc Donall by Emanuel Samuel their Attorney pray a Writ of Fieri facias to be directed to the Sheriff of Choultry to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Rosa Johannes within the Sum of Twenty one thousand four hundred and Twenty Star Pagodas and eighteen Fanams and it is granted unto them returnable here on the Twenty third day of January Instant

Judgment signed for the Plaintiffs the 20th January 1802.

Pd Rolls
D. Registr

E Samuel
Plts Attorney

Executed
Vnd this 20. day of
January 1802.

In the Supreme Court of Judicature at Madras

First Term in the Year of our Lord one thousand eight hundred and one

Madras to wit Thomas Chase John Chinnery and John Mc Donall by Emanuel Samuel their Attorney Complain of Stephen Marcar Baboom an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court of a Plea that he render to the said Thomas, John Chinnery and John Mc Donall Fifty three thousand Star Pagodas of Lawful Current Money of Madras Which he owes to and unjustly detains from them For that Whereas the said Stephen Marcar on the third day of april in the year of our Lord one thousand eight hundred and one to wit at Madras by his Certain Writing obligatory Sealed with his seal and to the Court now here shewn the date whereof is the day and year aforesaid Acknowledged himself (by the Name and Addition of Stephen Baboom of Madras) to be held and firmly bound to the said Thomas, John Chinnery and John Mc Donall in the Sum of Nine thousand Star Pagodas of lawful Currenty Money of Madras to be paid to the said Thomas, John Chinnery and John Mc Donall when he the said Stephen Marcar should be thereto afterwards requested - Whereby an action hath accrued to the said Thomas Chase, John Chinnery and John Mc Donall to demand and have of and from the said Stephen Marcar the Sum of Nine thousand Star Pagodas (parcel of the said Fifty three thousand Star Pagodas above demanded) And Whereas the said Stephen Marcar afterwards to wit on the Sixth day of June in the year aforesaid at Madras aforesaid by his Certain other Writing obligatory sealed with his seal and to the Court now here shewn the date whereof is the day and year last aforesaid acknowledged himself to be held and firmly bound to the said Thomas Chase, John Chinnery and John Mc Donall in the further Sum of Forty four thousand Star Pagodas of like lawful Current Money of Madras to be paid to the said Thomas Chase, John Chinnery and John Mc Donall when he the said Stephen Marcar should be thereto afterwards requested - Whereby an action hath accrued to the said Thomas Chase, John Chinnery and John Mc Donall to demand and have of and from the said Stephen Marcar

Plaint in debt and Judgment by Non sum informatus filed the 20th day of January 1802

Marcar the said Forty four thousand Star Pagodas (residue of the said Fifty thousand Star Pagodas above demanded) - Yet the said Stephen Marcar (although often requested &c) hath not paid the said Fifty three thousand Star Pagodas above demanded or any part thereof to the said Thomas Chase, John Chinnery and John Mc Donall or to any or either of them but to pay the same or any part thereof to the said Thomas Chase, John Chinnery and John Mc Donall or any or either of them he the said Stephen Marcar hath hitherto wholly refused and still doth refuse to do to the damage of the said Thomas Chase, John Chinnery and John Mc Donall of Five hundred Star Pagodas and therefore they bring their Suit &c

And the said Stephen Marcar by George Macrae his Attorney comes and defends the wrong and injury when &c - And the said Thomas Chase, John Chinnery and John Mc Donall pray that the said Stephen Marcar may answer their said Plaint whereupon the said Attorney of the said Stephen Marcar says that he is not informed by the said Stephen Marcar of any Answer to be given for him to the said Thomas Chase, John Chinnery and John Mc Donall in the premises Wherefore both he say any thing in bar or preclusion of the said Actions of the said Thomas Chase John Chinnery and John Mc Donall whereby the said Thomas Chase, John Chinnery and John Mac Donall remain therein undefended against the said Stephen Marcar

Judgment signed for the Plaintiffs the 21st January 1802.

Wherefore it is Considered that the said Thomas Chase, John Chinnery and John Mc Donall do recover against the said Stephen Marcar their said Debt and also Thirty six Pagodas and twenty four Fanams for their Damages which they have sustained as well on occasion of the detaining their said Debt as for their Costs and Charges by them about their suit in this behalf expended by the Court here adjudged to the said Thomas Chase, John Chinnery and John Mac Donall and with their assent - And the said Stephen Marcar in Mercy &c

1st Fi. Facias Issued 21st January 1802

And thereupon the said Thomas Chase, John Chinnery and John Mc Donall by Emanuel Samuel their Attorney pray a Writ of our Lord the King to be directed to the Sheriff to cause him to levy and make of the Houses, Lands, Debts and other Effects which belonged to the said Stephen Marcar Baboom the Sum of Twenty eight thousand five hundred and Twenty Star Pagodas and Twenty four Fanams and it is granted unto them returnable here on the Twenty third day of January instant - The same day is given to the said Thomas Chase, John Chinnery and John Mc Donall at the same place - And the said Stephen Marcar Baboom the said year one thousand eight hundred and two before the said Court of Judicature at Madras aforesaid that he the said Stephen Marcar Baboom hath not any Goods or Chattels in his Bailiwick wherewith he can cause to be made the debt and damages aforesaid or any part thereof - Whereupon on the behalf of the said Thomas Chase, John Chinnery and John Mc Donall it is sufficiently testified before the said Supreme Court that he the said Stephen Marcar Baboom hath sufficient Goods and Chattels within the Bailiwick of the said Sheriff, wherefore he the said Sheriff may cause to be made the debt and damages aforesaid and every part thereof - and thereupon the said Thomas Chase, John Chinnery and John Mc Donall pray a second writ of our said Lord the King of Fieri Facias to be directed to the said Sheriff Commanding him in manner and form aforesaid, and it is granted to them, returnable here on the 9th day of the said Month of March; The same day is given to the said Thomas Chase, John Chinnery and John Mc Donall - and afterwards this writ on the Tenth day of the same month of March before the said Supreme Court come the said Thomas Chase, John Chinnery and John Mc Donall by their attorney aforesaid - and the Sheriff of Madras aforesaid thereupon returns to the said Supreme Court of Judicature at Madras aforesaid that he the said Stephen Marcar Baboom hath not any Goods or Chattels in his Bailiwick wherewith he can cause to be made the debt and damages aforesaid or any part thereof -

2nd Writ of Fi. Fa. issued 10th March 2

And afterwards this writ on the 22nd day of the said Month of March in the first Term of the said Year one thousand eight hundred and two the said Thomas Chase, John Chinnery and John Mc Donall come here into Court by their attorney aforesaid and pray a third writ of our said Lord the King of Fieri Facias to be directed to the said Sheriff Commanding him in manner and form aforesaid and it is granted to them, returnable here on the 25th day of the said month of March The same day is given to the said Thomas Chase, John Chinnery and John Mc Donall here - and afterwards this writ on the 2d day of May in the second Term of the said Year one thousand eight hundred and two before the said Supreme Court come the said Thomas Chase, John Chinnery and John Mc Donall by their attorney aforesaid - And the Sheriff of Madras aforesaid thereupon returns to the said Supreme Court that he the said Stephen Marcar Baboom hath no Goods or Chattels in his Bailiwick wherewith he can cause to be made the debt and damages aforesaid or any part thereof --

3rd Writ of Fi Fa issued on the 4th May 1802

And afterwards that is to say on the fourth day of May in the said Second Term of the said Year one thousand eight hundred and two the said Thomas Chase, John Chinnery and John Mc Donall by their attorney aforesaid pray a fourth writ of our said Lord the King of Fieri Facias, to be directed to the said Sheriff Commanding him in manner and form aforesaid and it is granted to them returnable here on the seventh day of the said Month of May - the same day is given to the said Thomas Chase, John Chinnery and John Mc Donall here - and afterwards this writ on the fifth day of October in the fourth Term of the said year one thousand eight hundred and two before the said Supreme Court come the said John Chinnery and John Mc Donall by their

returns to the said Supreme Court, that the said Stephen Marcar Babaam hath no Goods or Chattels in his bailiwick whereof he can cause to be made the debt and damages aforesaid or any part thereof —

1st Writ of Fi Fa issued on the 5th Oct 1802

And afterwards that is to say, on the fifth day of in the Vacation of the said Fourth Term of the said Year one thousand eight hundred and two the said Thomas Chase John Chinnery and John Mc Dowall by their attorney aforesaid pray a fifth writ of our said Lord the King of Fieri Facias to be directed to the said Sheriff commanding him in manner and form aforesaid — and it is granted to them returnable here on the first day of February in the year one thousand eight hundred and three the same day is given to the said Thomas Chase John Chinnery and John Mc Dowall at the same place — at which day before the said Supreme Court come the said Thomas Chase John Chinnery and John Mc Dowall by their attorney aforesaid thereupon returns to the said the Sheriff of Madras aforesaid, that the said Stephen Marcar Babaam hath no Goods or Chattels in his bailiwick whereof he can cause to be made the debt and damages aforesaid or any part thereof —

2d writs of Fi Fa issued on the 3d day of Febry 1803

And afterwards to wit on the third day of February in the first Term of the Year one thousand eight hundred and three the said Thomas Chase John Chinnery and John Mc Dowall by their attorney aforesaid pray a Sixth writ of our said Lord the King of Fieri Facias to be directed to the said Sheriff commanding him in manner and form aforesaid, and it is granted to them returnable here on the Twenty Second day of the said month of February — the same day is given to the said Thomas Chase, John Chinnery and John Mc Dowall at the same place at which day before the said Supreme Court come the said Thomas Chase, John Chinnery and John Mc Dowall by their attorney aforesaid, and the Sheriff thereupon returns to the

whereof he can cause to be made the debt and damages aforesaid or any part thereof —

And afterwards to wit on the Twenty fourth day of February in the Vacation of the said first Term of the said Year one thousand eight hundred and three the said Thomas Chase, John Chinnery and John Mc Dowall by their attorney aforesaid pray a Seventh writ of our said Lord the King of Fieri Facias to be directed to the said Sheriff commanding him in manner and form aforesaid and it is granted to them returnable here on the Twenty first day of March in the same year, the same day is given to the said Thomas Chase, John Chinnery and John Mc Dowall at the same place — at which day before the said Supreme Court come the said Thomas Chase, John Chinnery and John Mc Dowall by their attorney aforesaid, — and the Sheriff of Madras aforesaid, thereupon returns to the said Supreme Court that the said Stephen Marcar Babaam hath no Goods or Chattels in his bailiwick whereof he can cause to be made the debt and damages aforesaid or any part thereof —

writs of Fi Fa issued on the 21st March 1803

And afterwards to wit on the Twenty first day of March in the Second Term of the said Year one thousand eight hundred and three the said Thomas Chase John Chinnery and John Mc Dowall by their attorney aforesaid pray an eighth writ of our said Lord the King of Fieri Facias to be directed to the said Sheriff commanding him in manner and form aforesaid and it is granted to them returnable here on the 11th day of April in the said Year one thousand eight hundred and three the same day is given to the said Thomas Chase John Chinnery and John Mc Dowall, at the same place, at which day before the said Supreme Court come the said Thomas Chase John Chinnery and John Mc Dowall by their

Thereupon returns to the said Supreme Court, that the said Stephen Mercar Baboom hath no Goods or Chattels in his bailiwick, whereof he can cause to be made the debt and damages aforesaid or any part thereof —

1 Writs of Fi. Fa. issued the 12th of April 1803

And afterwards to wit on the twelfth day of the Month of April in the Vacation of the said Second Term of the Year one thousand eight hundred and three the said Thomas Chase John Chinnery and John McDouall by their attorney aforesaid pray a Writ of Lord the King of Fieri Facias to be directed to the said Sheriff commanding him in manner and form aforesaid, and it is granted to them returnable on the 13th day of June in the same Year — The same day is given to the said Thomas Chase, John Chinnery and John MacDouall & the same day at which day before the said Supreme Court come the said Thomas Chase John Chinnery and John McDouall by their attorney aforesaid — and the Sheriff of Madras aforesaid thereupon Returns to the said Supreme Court, that the said Stephen Mercar Baboom hath no Goods or Chattels in his bailiwick whereof he can cause to be made the debt & damages aforesaid or any part thereof —

Satisfaction Piece filed the 23d March 1803 — R. Orme Attr

Afterwards to wit on the 23d day of March in the Second Term of the Year one thousand eight hundred and eight before the said Supreme Court of Judicature at Madras aforesaid come the aforesaid Thomas Chase, John Chinnery and John McDouall by their attorney aforesaid and acknowledge themselves to be Satisfied by the said Stephen Mercar Baboom of the debt and damages aforesaid Therefore let the said Stephen Marcar Baboom be thereof acquitted &c

Amount inserted in the Satisfaction Piece for Debt is ..... 28,490 " "
for damages & Costs is ..... 36-24 "
28,526-24 "

In the Supreme Court of Judicature at Madras

First Term in the Year of our Lord one thousand eight hundred and one —

Madras (to wit) — Thomas Chase, John Chinnery and John McDouall Complain of Antony Babicke an Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Court of a Plea that he render to the said Thomas, John Chinnery and John McDouall Nine thousand Star Pagodas of Lawful Current Money of Madras which he owes to and unjustly detains from them For that whereas the said Antony on the third Day of April in the Year of our Lord one thousand eight hundred and one to wit at Madras by his Certain Writing obligatory sealed with his Seal and to the Court Now here shewn the Date whereof is the Day and Year aforesaid acknowledged himself (by the Name and addition of Anthoney Babick of Madras) to be held and firmly bound to the said Thomas, John Chinnery and John McDouall in the said Nine thousand Star Pagodas to be paid to the said Thomas, John Chinnery and John McDouall when he the said Antony should be thereto afterwards Requested Yet the said Antony (although often requested) hath not paid the said Nine thousand Star Pagodas above demanded or any part thereof to the said Thomas Chase, John Chinnery and John McDouall or to any or either of them but to pay the same or any part thereof to the said Thomas Chase, John Chinnery and John McDouall or to any or either of them he the said Antony hath hitherto wholly refused and still refuse

Plaint in Debt and Judgment by Non sum informatus filed the 28th May 1802 —

First Term 1802

Return to the Damage of the said Thomas Chase, John Chinnery and John Mc Donalls of Five Hundred Star Pagodas and therefore &c. by Imp. Writ &c.

And the said Antony by George Mc Mahon his Attorney comes and defends the Wrong and injury when &c. And the said Thomas Chase, John Chinnery and John Mc Donall pray that the said Antony may answer their said Plaint Whereupon the said Attorney of the said Antony says that he is not instructed by the said Antony of any answer to be given for him to the said Thomas Chase John Chinnery and John Mc Donall in the premises. Nor doth he say any thing in bar or preclusion of the said action of the said Thomas Chase, John Chinnery and John MacDonall whereby the said Thomas Chase, John Chinnery and John Mc Donall remain thereupon undefended against the said Antony

Judgment signed for the Plaintiffs the 26 January 1802 -

Therefore it is Considered that the said Thomas Chase, John Chinnery and John Mc Donall do recover against the said Antony their said Debt and also Thirty five Pagodas and eighteen Fanams for their Damages which they have sustained as well on Occasion of the detaining their said Debt as for their Costs and Charges by them about their Suit in this behalf expended by the Court here adjudged to the said Thomas Chase, John Chinnery and John Mc Donall and with their assent - And the said Antony in Mercy &c.

Execution Issued this 26th day of January 1802 -

And thereupon the said Thomas Chase, John Chinnery and John Mc Donall by Emanuel Samuel their attorney pray a Writ of our Lord the King to be directed to the Sheriff to Cause him to levy and Make of the Houses, Lands, Debts and other Effects which belong to the said Antony Babick the Sum of four thousand eight hundred and Ninety five Pagodas and eighteen Fanams and it is granted unto them Returnable here on the Fourth Day of January Instant -

E Samuel
Plffs Attorney

Read before the Hobble Sir Thomas Strange Knight Chief Justice and the Hobble Sir Henry Gwillim and the Hobble Sir Benjamin Sullivan Knights Puisne Justices of the Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and one -

Fort St. George Madras } George Conyngham Esq.r puts in his place George Mc Mahon as his Attorney against Peter Maffey Caffin in a Plea of Debt -

Fort St. George Madras } The said Peter Maffey Caffin in his own person & the Suit of the said George Conyngham in the Plea aforesaid -

Fort St. George Madras } Be it remembered that in the Third Term in the Year of our Lord one thousand and eight hundred before the Cutcherry Court of the Recorder of Madras (from which Court all the proceedings & Records are transferred to this Hobble Court) came George Conyngham Esq.r by George Mc. Mahon his attorney and brought into the said last mentioned Court then and there his certain Plaint against Peter Maffey Caffin in a Plea of Debt which said Plaint followeth in these words. Fort Saint George Madras George Conyngham Esq.r by George Mc Mahon his attorney Complains against Peter Maffey Caffin a British Subject and Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Hobble Court of a Plea that he render unto him the sum of Three thousand three hundred and seventy seven Star Pagodas thirty two Fanams and sixty eight Cash which he owes to and unjustly detains from him for that Whereas the said Peter on the first day of October in the Year of our Lord one thousand seven hundred and ninety seven to wit at Madras aforesaid by his certain Writing obligatory Sealed with the Seal of the said Peter became held and firmly bound unto the said George in the Sum of Three thousand three hundred and seventy seven Star Pagodas thirty two Fanams and

Plaint in debt filed the 21st. August 1800 -

of the Current Money of Madras to be

be thereto afterwards Requested. Yet the said Peter altho often Requested by the said George hath not yet paid the said Three thousand Three Hundred and Seventy Seven Star Pagodas Thirty Two Fanams and Sixty Eight Cash or any part thereof to the said George but he to pay the same hitherto hath wholly refused and still refuses Wherefore the said George saith he is injured and hath sustained damage to the Value of One Hundred Pagodas and therefore he brings his Suit and so forth - And he brings into Court here the said Writing Obligatory Sealed with the Seal of the said Peter which gives sufficient evidence of the Debt aforesaid in form aforesaid the date whereof is the day and year aforesaid -

And now at this day that is to say on the Twenty first day of October in the Sittings after the First Term in the Year of Our Lord One thousand Eight Hundred and One before the said Supreme Court of Judicature of Madras came as well the said George Conyngham by his said Attorney as the said Peter Maffey Caffin who defends the wrong and injury when and so forth and says nothing in bar or preclusion of the said Action of the said George Conyngham by which the said Peter Maffey Caffin remains therein undefended against the said George Conyngham for which the said George Conyngham ought to Recover against the said Peter Maffey Caffin his damage by Occasion of the Premisses - Therefore it is

the said Peter Maffey Esqr. his Debt and Damages aforesaid and also One Hundred and Fifty Pagodas and Forty Fanams for his Costs and Charges by the said Court here Adjudged of increase to the said George Conyngham by his Assent which damages are the whole to Two Thousand Seven Hundred and Twenty Two Pagodas Thirty four Fanams and Seventy four Cash and the said Peter Maffey Esqr. in Mercy and so forth—

Mc Mahon 8th Ap

And thereupon the said George Conyngham by George McMahon his Attorney prays a Writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy & make of the Lands Debts Goods & Effects which belong to the said Peter Maffey Esqr. the Sum of Two Thousand Seven hundred and Twenty two Pagodas thirty four fanams & Seventy four Cash. and it is granted unto him returnable here on the Twelfth day of April instant

Writ of Execution filed on the 8th April 1802—

In the Supreme Court of Judicature at Madras

Fort St George } Venkatachella Chitty by Charles Walters his Attorney Complains of
Madras } Govinda Dass and Lauloo Dass being Inhabitants of Madras and as such subject to the Jurisdiction of this Honble Court of a Plea of Trespass on the Case for that whereas the said Govinda and Lauloo and one Rungappen since deceased whom they the said Govinda and Lauloo have survived in the life time of the said Rungappan to wit on the Twentieth day of April in the Year of Christ one Thousand Eight hundred at Madras aforesaid Made and Signed their Certain Note in writing bearing date the same day and Year aforesaid and thereby acknowledged to have borrowed and received of the said Venkatachella the Sum of Four hundred Star Pagodas Current Money of Madras which said Sum they the said Govinda and Lauloo and the said Rungappen did thereby jointly or Severally engage to repay to the said Venkatachella on Demand with all such interest as shall or might become due thereon at the rate of Twelve per Cent per Annum and then and there delivered the said Note to the said Venkatachella whereby and by reason of which said Sum & premises and according to the laws and Customs of the Hindoo Natives of India the said Govinda and Lauloo and the said Rungappen became liable to pay to the said Venkatachella the said Sum of Money in the said Note specified with such Interest for the same as aforesaid according to the tenor and Effect of the said Note and being so liable they the said Govinda and Lauloo and the said Rungappan in Consideration thereof afterwards in the life time of the said Rungappan to wit on the day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Venkatachella to pay him the

Plaint in a Plea of Trespass filed the 2d January 1802—

the said Sums of Money in the said note specified with such Interest for the same According to the tenor and Effect of the said note - And Whereas the said Govinda and Lauloo and the said Rungappan afterwards in the life time of the said Rungappan to wit on the same day and year aforesaid at Madras aforesaid were indebted to the said Vencatachella in other Sums of Eight Hundred Star Pagodas Current Money aforesaid for so much Money by the said Govinda and Lauloo and the said Rungappan before that time had and received to and for the use of the said Vencatachella And being so indebted they the said Govinda and Lauloo and the said Rungappan in Consideration thereof afterwards to wit in the life time of the said Rungappan to wit on the day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Vencatachella to pay him the said last Mentioned Sum of Money when they should be thereto after or be required Yet the said Govinda and Lauloo and the said Rungappan in the life time of the said Rungappan and the said Govinda and Lauloo since the death of the said Rungappan not regarding their said several promises and undertakings so by them in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Vencatachella in this behalf have not nor has either or any of them paid the said Sum of Four hundred Star Pagodas in the said several Promises and Undertaking Mentioned with such Interest for the same as aforesaid, or any part thereof nor the said Sum of Money in the other Promises and Undertaking herein beforementioned, or any part thereof, To the said Vencatachella (although to do they the said Govinda and Lauloo and the said Rungappan were required by the said Vencatachella in the life time of the said Rungappan as were the said Govinda and Lauloo since the death of the said Rungappan) but they or either of them to pay the same or any or either of them to the said Vencatachella

have and each of them have wholly refused and the said Govinda and Lauloo still refuse so to do to the damage of the said Vencatachella of eight hundred Pagodas and thereof he brings suit -

And the said Govinda Dass and Lauloo Dass by George McMahon their attorney come and defend the wrong and injury when and wherefore and say that they cannot deny the said action of the said Vencatachella Chitty nor but that they the said Govinda Dass and Lauloo Dass and Rungappan since deceased whom they the said Govinda Dass and Lauloo Dass have survived in the life time of the said Rungappan did undertake and promise in manner and form as the said Vencatachella Chitty hath above thereof complained against them nor but that the said Vencatachella Chitty hath sustained damages by reason of the not performing the said promises and undertakings in the said Declaration Mentioned to eight hundred Pagodas as the said Vencatachella Chitty hath above supposed - and thereupon the said Vencatachella Chitty prays that the said Damages so acknowledged together with his Expence and Costs in this suit by him about his suit in the behalf may be adjudged to him - Therefore it is Considered that the said Vencatachella Chitty recover against the said Govinda Dass and Lauloo Dass the Sum of Four hundred and eighty eight Pagodas for his said damages sustained by him by reason of the non performances of the several promises and undertakings so by them made as aforesaid and also Twenty eight Pagodas Twenty seven fanams one thirty cash for his Costs and Charges by the Court here adjudged by their assent which Damages and Costs in the whole amount to five hundred and Sixteen Pagodas Twenty seven fanams and thirty cash and the said Govinda Dass and Lauloo Dass in mercy - And thereupon the said Vencatachella by Charles Walter his attorney prays a writ of execution may be directed to the Sheriff to cause him to levy and make of the Goods, Rights, Debts and other Effects which belong to the said Govinda Dass and Lauloo Dass the sum of five hundred and Sixteen Pagodas, Twenty seven fanams and thirty cash and it is granted unto him returnable here on the second day of March next -

Judgment signed for the Plaintiff the 27th February 1802. Geo. Pitcher Prothy

Masters Office 27th February 1802

Pleas at Fort Saint George before Sir Thomas Strange Knight and the Mayor and three of the Aldermen of Madras his Companions Justices of our Sovereign Lord the King of the Court of the Recorder of Madras of the Second Term in the Year of our Lord one thousand eight Hundred and one, and in the Fortieth Year of the Reign of our said Sovereign Lord the King

Fort St. George
Madras } Vencatachella Moodelly by Charles Walters his Attorney Complains of John Balfour who is a British Inhabitant of Madras and as such Subject to the Jurisdiction of this Hônble Court of a Plea of Trespass on the Case: For that whereas the said John on the Seventh day of April in the Year of our Lord one thousand Eight hundred and one at Madras aforesaid made his Certain Note in Writing Commonly Called a Promissory Note his own proper hand writing being thereto subscribed bearing Date the same day and Year aforesaid and then and there delivered the said Note to the said Vencatachella by the Name of Vencatachellum or his Order eight days after the Date of the said Note the Sum of Ninety two Pagodas for value received by him the said John by Reason whereof and by force of the Statute in such Case made and provided the said John became liable to pay to the said Vencatachella the said Sum of Money Contained in the said Note according to the Tenor and Effect thereof and being so liable he the said John in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid Undertook and Faithfully promised the said Vencatachella to pay him the said Sum of Money Contained in the said Note according to the Tenor and Effect of the said Note And Whereas also the said John on the same day and Year last aforesaid made his Certain other Promissory Note his own Proper hand writing being thereunto subscribed and bearing Date the same day and year last aforesaid and then and there delivered the same to the said Vencatachella and thereby promised to pay to the said Vencatachella by the Name of Vencatachellum or Order Twenty two days after the date of the said Note the Sum of Ninety two

Plaint in Case filed 30th May 1801

force

force of the Statute in such Case made and provided the said John became liable
to pay to the said Vencatachella the said Sum of Money contained in the said last
Mentioned Note according to the Tenor and Effect of the said Note and being so
liable he the said John in Consideration thereof afterwards to wit on the same
day and Year aforesaid at Madras aforesaid undertook and faithfully promised
the said Vencatachella to pay him the said last mentioned Sum of Money
contained in the said Note according to the Tenor and Effect of the said Note
And Whereas the said John afterwards to wit on the same day and Year
aforesaid at Madras aforesaid was indebted to the said Vencatachella in a further
Sum of Three hundred and thirty three pagodas forty two fanams and Twenty
Cash of like Current Money for divers goods Wares and Merchandizes by
the said Vencatachella before that time sold and delivered to the said John and at
his Special Instance and Request and being so indebted he the said John in
Consideration thereof afterwards to wit on the same day and Year aforesaid at
Madras aforesaid Undertook and faithfully Promised the said Vencatachella
to pay him the said last Mentioned Sum of Money when he the said John
should be thereto afterwards Requested - And Whereas afterwards to wit
on the same day and Year aforesaid at Madras aforesaid in Consideration
that the said Vencatachella at the like special instance and Request of the
said John had before that time sold and delivered to the said John divers
other goods Wares and Merchandizes he the said John then and there undertook
and faithfully promised the said Vencatachella to pay him so much Money as
he therefore Reasonably deserved to have for the same when he the said
John should be thereto afterwards Requested, and the said Vencatachella
avers that he therefore Reasonably deserved to have of the said John for the
same other Three Hundred and thirty three Pagodas forty two fanams and
Twenty Cash of like Current Money at Madras aforesaid whereof
the said John afterwards to wit on the same day and Year aforesaid there
had Notice - And Whereas the said John afterwards to wit on the

day and Year aforesaid at Madras aforesaid was indebted to the said Vencatachella in
other Three hundred and thirty three Pagodas Forty two fanams and Twenty
Cash of like Current Money for Money by the said Vencatachella before that time
laid out expended and paid for the said John and at his Special Instance
and Request and being so indebted he the said John in Consideration thereof
afterwards to wit on the same day and Year aforesaid at Madras aforesaid
undertook and faithfully promised the said Vencatachella to pay him the said last
Mentioned Sum of Money when he the said John should be thereto afterwards Request
-ed - And Whereas the said John afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted to the said Vencatachella in other
Three Hundred and Thirty three Pagodas Forty two fanams and Twenty
Cash of like Current Money for money by the said Vencatachella before that time
lent and advanced to the said John and at his special instance and Request
and being so indebted he the said John in Consideration thereof afterwards to wit
on the same day and Year aforesaid at Madras aforesaid undertook and faithfully
promised the said Vencatachella to pay him the said last Mentioned Sum of Money
when he the said John should be thereto afterwards Requested - And Whereas
the said John afterwards to wit on the same day and year aforesaid at Madras
aforesaid was indebted to the said Vencatachella in other Three hundred and
Thirty Three Pagodas Forty two fanams and Twenty Cash of like Current Money
for Money by the said John before that time had and received to the Use of the said
Vencatachella and being so indebted he the said John in Consideration thereof
afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook
and faithfully promised the said Vencatachella to pay him the said last Mentioned
Sum of Money when he the said John should be thereto afterwards Requested - And
Whereas the said John afterwards to wit on the same day and Year aforesaid at
Madras aforesaid accounted together with the said Vencatachella of and Concerning
divers other Sums of Money before that time due and owing from the said John
to the said Vencatachella and then being in arrear and unpaid and upon that
Account he the said John was there and there found in arrear to the said
Vencatachella in a large Sum of Money to wit the sum of other Three
hundred

hundred and thirty three Pagodas forty two Fanams and twenty Eight Cash of the Current Money and being so found in arrear to be paid to the said John on Condition thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid well and faithfully promises the said Vencatachella to pay him the said last mentioned sum of Money when he the said John should thereunto afterwards Requested Yet the said John not regarding his said Several Promises and Undertakings but craftily and subtilly to deceive and defraud the said Vencatachella in the Lifetime of the said him Mann in his behalf as aforesaid but contriving and fraudulently intending the said paid the said several sums of Money or any part thereof to the said Vencatachella although to be the said John was Requested by the said Vencatachella aforesaid to wit on the same day and year aforesaid and often afterwards to wit at Madras aforesaid but he to do this hath hitherto wholly refused and still refuses so to do to the said Vencatachella his damages of Six Hundred Pagodas and therefore he brings his Suit and so forth -

And now in this first Term in the Year of our Lord one thousand eight hundred and one before the Supreme Court of Judicature at Madras that is to say on the Twenty first day of October in that Year to which day was granted to the said Vencatachella Moodelly as to the said John to imparlen the said Supreme Court of Judicature of the premises comes the said Vencatachella Moodelly by his Attorney aforesaid and the said John although solemnly demanded came not to answer him but he the said Court having heard the Allegations of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said John did undertake and promise in manner and form as the said Vencatachella Moodelly hath above thereof Complained against him the said John and do adjudge that the said Vencatachella Moodelly do recover against the said John the Sum of Three Hundred and Sixty eight Pagodas and Seventeen Fanams Therefore It is Considered by the Court here and the said Court doth adjudge that the said Vencatachella do recover against the said John the said damages adjudged to him and also for his Costs and Charges by him about his Suit in this behalf expended Ninety four Pagodas and Eight Fanams which said damages and Costs amounts in the whole to the Sum of Four hundred and Sixty two Pagodas and Twenty four Fanams and that the said Vencatachella have his Execution thereof &c

Judgment signed on behalf of the Plaintiff 11th March 1802

W Semple
D Prothet

Execution Issued this 11th March 1802 -

And thereupon the said Vencatachella by Charles Walters his Attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to have and make of the Houses, Lands, Debts and other Effects which belong to the said John Wallajah the Sum of four hundred and Sixty two Pagodas and Twenty four Fanams and Eight Cash is granted unto him returnable here on the Fifteenth

In the Supreme Court of Judicature at Madras -

Rea side

First Term in the Year of our Lord one thousand eight hundred and two -

Fort Saint George Madras ss } Henry Burnaby puts in his place Robert Orme his Attorney against Paulem Mutiah Chitty in a plea of Debt -

Fort Saint George Madras ss } the said Paulem Mutiah Chitty puts in his place Charles Walters his Attorney at the Suit of the said Henry Burnaby in the Plea aforesaid -

Fort Saint George Madras ss } Be it remembered that as of the first Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Henry Burnaby by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against Paulem Mutiah Chitty in a Plea of Debt, and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras ss Henry Burnaby Esquire by Robert Orme, his Attorney complains of Paulem Mutiah Chitty of Madras Merchant, and also an Inhabitant of Madras aforesaid, and as such Subject to the Jurisdiction of this Honorable Court, of a Plea that he render to him the said Henry Burnaby Three thousand two hundred and fifty two Star Pagodas, and Thirty seven Fanams, Current Money of Madras aforesaid, which he owes to, and unjustly detains from him - For that whereas the said Paulem Mutiah Chitty heretofore to wit on the Seventh day of September in the Year of our Lord one thousand eight hundred and one - at Madras aforesaid, by his Certain writing obligatory sealed with the Seal of the said Paulem Mutiah Chitty, and now shewn to the Court here, the date whereof is on the day and Year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Henry Burnaby, in the penal Sum of Three thousand two hundred and fifty two Star Pagodas, and thirty seven Fanams Current Money of Madras aforesaid, to be paid to the said Henry Burnaby, When he the said Paulem Mutiah Chitty, should be thereto afterwards Requested Yet the said Paulem Mutiah Chitty (although often Requested &c.) hath not yet paid the said Sum of Three thousand two hundred and fifty two Star Pagodas, and thirty seven Fanams, above demanded, or any part thereof, but to pay the same or any part thereof to the said Henry Burnaby, but to this Claim hath hitherto

Claim filed 18th December 1801 -

wholly refused and still doth refuse to the said Henry Burnaby the Damages Fifty Star Pagodas and therefore he brings his Suit &c.

Imparlance

And Now in this same Term that is to say on the second day of March, untill which day the said Paulem Mudiah Chitty had leave to imparle to the said Plaint and then to answer the same - at which Day before the said Court Comes as well the said Henry by his said attorney as the said Paulem Mudiah Chitty by Charles Walker his attorney and the said Paulem Mudiah Chitty defends the wrong and injury when &c and says that the said writing Obligatory in the said Declaration Mentioned is not his Deed and of this he puts himself upon the Court - and the said Henry doth the like &c.

Plea of non est factum filed 2d March 1802

Issue Joined

And Now in this same Term that is to say on the eighth day of March, to which Day was given as well to the said Henry as to the said Paulem Mudiah Chitty to inform the Court of the Premises at which day came the Parties aforesaid by their said attorneys - and the said Court having heard the respective allegations of the Parties and Examined the truth thereof and duly and deliberately Considered the evidence, say that the said writing obligatory in the plaint mentioned is the Deed of the said Paulem Mudiah Chitty as the said Henry hath in his said plaint in that behalf therein alledged - Therefore it is Considered that the said Henry do recover against the said Paulem Mudiah Chitty his said Debt and also Ninety three Star Pagodas and Three fanams for his costs and Charges by the Court Now here adjudged to the said Henry by his Attorney and let the said Paulem Mudiah Chitty inasmuch as he has denied his Deed be taken &c.

Judgment signed on behalf of the Plaintiff 17th March 1802
Dr Temple
Dr Porter

Commitment & issued this 11th day of June 1802 -

And thereupon the said Henry Burnaby by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to take the body of the said Paulem Mudiah Chitty in Satisfaction of his debt - and it is granted unto him returnable here on the fourteenth Instant &c.

In the Supreme Court of Judicature at Madras

Plea side

First Term in the Year of our Lord one thousand eight hundred and two -

Madras to wit

Nauyaroo Verda Pillay of Madras Inhabitant by Emanuel Samuel his attorney Complains of Kathary Chingamah Naick an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honble Court of a Plea that he render to the said Nauyaroo Verda Pillay five thousand Seven hundred and Seventy Star Pagodas of Lawful Current Money of Madras which he owes to and unjustly detains from him: For that Whereas the said Chingamah on the first day of September in the Year of Christ one thousand seven hundred and ninety eight at Madras by his Certain writing obligatory sealed with his Seal and to the Court here now shewn the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound to the said Verda in the said five thousand seven hundred and seventy Star Pagodas to be paid to the said Verda when he the said Chingamah should be thereto afterwards requested Yet the said Chingamah (although often requested &c) hath not paid the said five thousand seven hundred and seventy Star Pagodas above demanded or any part thereof to the said Verda but to pay the same or any part thereof to the said Verda he the said Chingamah hath hitherto wholly refused and still doth refuse to the damage of the said Verda of one hundred Star Pagodas and therefore he brings his suit &c.

Plaint in debt & Judgment filed 19th March 1802

And the said Chingamah by Robert Orme his attorney comes and defends the wrong and injury when &c and says that he cannot deny the aforesaid action of the said Verda nor but that the writing obligatory aforesaid is the Deed of him the said Chingamah nor but that he owes to the said Verda the said five thousand seven hundred and Seventy Star Pagodas in manner and form as the said Verda hath above thereof Complained against him - Therefore it is Considered that the said Verda recover against the said Chingamah his said debt and also his damages occasioned by the detaining thereof to one hundred and sixty three Rupees adjudged by the Court here to the said Verda and at his request - and the said Chingamah in mercy &c.

Judgment signed on behalf of the Plaintiff 19th March 1802
Dr Temple
Dr Porter
mercy

And thereupon the said Nauyaroo Verda Pillay by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Kathary Chingamah Naick the Sum of three thousand four hundred and Seventy Pagodas and Twenty four fanams - And it is granted unto him returnable here on the thirtieth day of March Instant -

Execution issued this 27th March 1802 -

Heard before The Right Honorable Sir Thomas Andrew Strange Knight Lord Chief Justice and the rest of the Judges of his Majestys Supreme Court of Judicature at Madras of the First Term in the Year of the Reign of King George the Third -

Fort St George to wit } Adrian, John and Lewis De Fries late of their place George Chalmer and Alexander Anstruther their Attorneys against Gregory Mercer Baboo in Plea of Debt on Bond -

Fort St George to wit } The said Gregory Mercar Baboo late of the place aforesaid Merchant by Herbert Compton his Attorney in the Suit of the said Adrian, John and Lewis De Fries in the plea aforesaid

Be it remembered that in the second Term in the Year of our Lord one Thousand eight hundred and one before the Late Court of the Judges of Madras came Adrian De Fries John De Fries and Lewis De Fries by their Attorneys Chalmer and Alexander Anstruther their attorneys and brought into the same Court, then there their certain Plaint against Gregory Mercar Baboo in a Plea of Debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit, Saint George Madras } Adrian De Fries, John De Fries and Lewis De Fries by George Chalmer and Alexander Anstruther their Attorneys Complain of Gregory Mercar Baboo being an Inhabitant of Madras and as such liable to the Jurisdiction of this Honorable Court of a Plea that he render to them Thirty thousand Star Pagodas Current Money of Madras which he owes to and unjustly detains from them - For that Whereas the said Gregory heretofore to wit on the Eighth day of August in the Year one Thousand eight hundred at Madras aforesaid by his Certain Writing obligatory sealed with his Seal

Plaint in debt filed 2d July 1801

and to the Court here now shewn the date whereof is the same day and year aforesaid, Acknowledged himself to be held and firmly bound to the said Adrian John and Lewis (by the partnership Name and discription of Messrs Adrian John and Lewis De Fries) in the Sum of Thirty thousand Star Pagodas to be paid to the said Adrian, John and Lewis when he the said Gregory should be thereunto afterwards requested - Nevertheless the said Gregory (altho' often requested) hath not yet rendered the said Sum of Thirty thousand Star Pagodas or any part thereof to the said Adrian, John and Lewis, or either of them, but hath wholly refused and still doth refuse so to do to the damage of the said Adrian, John and Lewis of Five thousand Pagodas and thereof they bring Suit -

And the said Gregory by Herbert Compton his Attorney Comes and defends the wrong and injury when &c and craves Oyer of the said writing obligatory in the said Declaration mentioned and it is read to him in these words to wit - "Know all Men by these presents that I Gregory Mercar Baboom am held and firmly bound unto Messieurs Adrian John and Lewis De Fries in the penal Sum of Thirty thousand Pagodas to the payment whereof well and truly to be made to the said Adrian John and Lewis De Fries their heirs Executors Administrators or assigns I do hereby bind myself my heirs Executors and administrators firmly by these presents - In Witness whereof I have hereunto set my hand and Seal in Madras this eighth (8) day of August in the Year one thousand eight hundred" And the said Gregory also craves Oyer of the Condition of the said writing obligatory and it is read to him in these words to wit - "Whereas the above bound Gregory Mercar Baboom hath borrowed and received of the above named Adrian John and Lewis De Fries the full and just Sum of fifteen thousand Star Pagodas to run at Interest at the rate of Twelve (12) per Cent per Annum payable in

Plea filed 17th August 1801

Bills

" Bills of the English Supercargoes at Canton on the Court of Directors
" London at 12 Months sight and at the Exchange of two Shillings and
" pence per Pagoda which Bills are to be delivered to Mr Joseph
" Le Fruchere for account of the said Adrian, John and Louis
" De Fries and on delivery of them as aforesaid this obligation to be
" Null and Void Otherwise to continue in full force and Virtue — And the
" Condition of this obligation is such that if the above bound Gregory Mus-
" Baboom his heirs Executors Administrators or assigns shall well and
" truly pay or Cause to be paid unto the aforesaid Adrian John and Louis
" De Fries their heirs Executors Administrators or assigns [illegible]
" [illegible]
" [illegible]
" the full and just sum of fifteen thousand Star Pagodas together
" with such Interest as shall or may become due thereupon then this
" Obligation to be void and of no effect Otherwise to continue in full
" force and Virtue." Which being read and heard the said Gregory
says that the said Adrian, John and Louis ought not to have or
Maintain their aforesaid Action thereof against him the said Gregory
because he says that after the Making of the said Writing obligatory
and before the exhibiting of the Plaint of the said Adrian, John
and Louis against the said Gregory in this behalf to wit on the
Twenty Seventh day of April in the Year of our Lord one thousand
eight hundred and one at Madras aforesaid, he the said Gregory
did pay to the said Adrian, John and Louis the said Sum of Money in the
said Condition of the said Writing Obligatory Mentioned with all Interest
then due for the same according to the tenor and effect of the said Condition
and this the said Gregory is ready to verify Wherefore he prays

Judgment if the said Adrian, John and Louis ought to have or maintain
their aforesaid Action thereof against him &c and for a further Plea in
this behalf the said Gregory by Leave of the Court here for this purpose first
had and obtained according to the form of the Statute in such case made and
provided says that the said Adrian, John and Louis ought not to have
or maintain their aforesaid Action against him Because he says that he
the said Gregory after the Making of the said Writing obligatory and before
the Exhibiting the Plaint of the said Adrian, John and Louis against
the said Gregory in this behalf to wit on the Twenty Seventh day of April
in the Year of our Lord one thousand eight hundred and one at Madras
aforesaid did deliver to the said Adrian, John and Louis a Certain Bill
of Exchange drawn by the said Gregory on Nazar Jacob Shamier and Paul
Decamper for the sum of Thirty three thousand Dollars of Spanish Money
payable on Demand in full payment, Satisfaction and discharge of the said
Writing obligatory and of all sums of money due thereupon, which said
last Mentioned Bill of Exchange the said Adrian, John and Louis took
and accepted of and from the said Gregory in full payment, Satisfaction
and discharge of the said writing obligatory and of all Sums of money due
thereupon to wit at Madras aforesaid, and this the said Gregory is ready
to verify Wherefore he prays judgment if the said Adrian, John and Louis
ought to have or Maintain their aforesaid Action thereof against him &c
And a further Plea in this behalf the said Gregory by like leave of the
Court here for this purpose first had and obtained according to the form
of the Statute in such Case made and provided says that the said Adrian
John and Louis ought not to have or Maintain their aforesaid Action
against him the said Gregory Because he says that he the said Gregory
after the Making of the said writing obligatory and before the Exhibiting
of

of the Plaints of the said Adrians John and Lewis against the said Gregory, in this behalf to wit on the Twenty Seventh day of April in the Year of our Lord One Thousand eight hundred and one after Madras aforesaid did pay to the said Adrian, John and Lewis the Sum of Thirty three thousand Dollars of Spanish Money in full Satisfaction and discharge of the said Writing obligatory and of all Sums of Money due thereupon, which said last mentioned Sum the said Adrian John and Lewis took and accepted of and from the said Gregory in full satisfaction and discharge of the said Writing obligatory and of all Sums of Money due thereupon to wit at Madras aforesaid - and this the said Gregory is ready to verify wherefore he prays judgement if the said Adrian, John and Lewis ought to have or maintain their aforesaid action thereof against him &c

Replication filed 27th August 1801

And the said Adrian, John and Lewis as to the said Plea of the said Gregory by him first above pleaded in bar say that by reason of any thing in that Plea above alledged they ought not to be barred from having and Maintaining their aforesaid action against the said Gregory because they say that the said Gregory did not pay to the said Adrian, John and Lewis or either of them the said Sum of fifteen Thousand Star Pagodas in the Condition of the said writing obligatory in the said Plaint Mentioned or any part thereof in Manner and form as the said Gregory hath in his said Plea by him above pleaded alledged and this the said Adrian, John and Lewis pray may be enquired of by the Court; and the said Gregory doth the like; and as to the said Plea of the said Gregory by him secondly above pleaded in bar the said Adrian, John and Lewis say that by reason of any thing in the said Plea contained they ought not to be barred from having and Maintaining their aforesaid action against the said Gregory

protesting that the said Gregory did not deliver to the said Adrian, John and Lewis the Bill of Exchange in that Plea mentioned in payment Satisfaction and discharge of the Writing obligatory in the said Plaint Mentioned in Manner and form as the said Gregory hath in his said Plea alledged for Replication in this behalf the said Adrian, John and Lewis say that they did not nor did either of them take or accept the said Bill of Exchange in full payment Satisfaction and discharge of the said Writing obligatory in the said Plaint mentioned nor of all Sums of Money due thereupon in Manner and form as the said Gregory hath in and by his said Plea in that behalf above alledged and this the said Adrian, John and Lewis pray may be enquired of by the Court; and the said Gregory doth the like; and as to the said Plea of the said Gregory by him Lastly above pleaded in bar the said Adrian, John and Lewis say that by reason of any thing in that Plea contained they ought not to be barred from having and Maintaining their aforesaid action against the said Gregory because protesting that the said Gregory did not pay to the said Adrian, John and Lewis the said Sum of Thirty three Thousand Dollars of Spanish Money in that Plea mentioned in payment Satisfaction and discharge of the writing obligatory in the said Plaint mentioned nor of the Sums of Money due thereupon in Manner and form as the said Gregory hath in his said Plea alledged for Replication in this behalf the said Adrian, John and Lewis say that they did not nor did either of them take or accept the said last Mentioned Sum in full payment Satisfaction and discharge of the said writing obligatory in the said Plaint Mentioned

Mentioned nor of all Sums of Money due thereupon in Manner and form as the said Gregory hath in and by his said Plea in that behalf above alledged and this the said Adrian, John and Lewis pray may be enquired of by the Court and the said Gregory doth the like. And on the

Year Issued

day the day of March one thousand eight hundred and two before the Court of our said Lord the King here come the parties aforesaid by their attornies aforesaid and hereupon all and singular the premisses being seen and by the Court here fully understood and mature deliberation thereupon had it appears to the Court here that the Issues by the said Adrian, John and Lewis by them above pleaded by way of reply to the Several Pleas of the said Gregory by him above pleaded in bar and the Matters therein Contained are sufficient in Law for them the said Adrian, John and Lewis to have and Maintain their said Action thereof against the said Gregory. Wherefore it is Considered by the Court here that the said Adrian, John and Lewis ought to recover their said Debt and their Damages by them sustained against the said Gregory and also Five hundred and forty four Pagodas and Twenty Six fanams for their Costs and Charges by the Court of our Lord the King now here adjudged to the said Plaintiffs with their assent of increase and the said Gregory in Mercy and so forth.

Judgment signed on behalf of the Plaintiffs 25. March 1802 H Temple Dr Porter

Mercy

And thereupon the said Adrian, John and Lewis by George Chalmer their Attorney further their Attorney pray a Writ of our Lord the King to be directed to the Sheriff of Madras for the time being Commanding him that he Cause to be taken the body of the said Gregory in Execution and him safely keep in the Common Gaol of our said Lord the King here on the Thirteenth day of March Instant for the satisfaction of their Debt & Costs - And if it is granted and the Sheriff aforesaid shall have the Body of the said Gregory in Execution then he the said Sheriff shall have the same before the Justices of our said Lord the King here on the Fifteenth day of April Instant to answer unto the said Adrian, John and Lewis in a Plea of Trespass and Ejectment and also to the Bill of the said Adrian, John and Lewis against him the said Gregory and further to do and receive what the Court here shall consider in that behalf.

Writ of Commitment Issued on the 27. March 1802

Pleas at Fort St. George before Sir Thomas Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras In the Year one thousand eight hundred and two -

Madras to wit - Madurinaigam Pillay by Walter Grant his attorney Complains of Sudemoolum Chittyar an Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honorable Court - For that Whereas the said Sudemoo Lam on the Fourth day of Skye of Cloudry Year that is to say on the Fourteenth day of January in the Year of Christ one thousand eight hundred and one - to wit at Madras Made his Certain Note or engagement in Writing his own proper hand being thereunto Subscribed bearing date the same day and Year aforesaid and then and there delivered the same Note or engagement to the said Madurinaigam - By which said Note or engagement he the said Sudemoolum acknowledged to have on the day aforesaid of making thereof borrowed and received of the said Madurinaigam the Sum of Seven hundred Star Pagodas Current Money of Madras which Sum he the said Sudemoolum did thereby engage to repay to the said Madurinaigam (by the Name and Addition of Madurinaigam Pillay of Ekuvrapooram) on or before the fourth Monay or fourteenth day of February then Next - By Means whereof the said Sudemoolam became liable to pay to the said Madurinaigam the said Sum of Money in the said Note or engagement specified according to the tenor and effect of the said Note or Engagement - And being so liable he the said Sudemoolam in Consideration thereof - afterwards to wit on the same fourth Skye of Cloudry Year that is to say on the same Fourteenth day of January in the Year of Christ aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Madurinaigam to pay him the said Sum of Money in the said Note or engagement specified according to the tenor and effect of the said Note or engagement - And whereas the said Sudemoolum afterwards

Plaint filed the 22 Aug 1802

Pagodas and forty one Fanams and five Brings the same with Costs of Suit to be paid to the said Madurinaigum if he will accept the same & this the said Audemoolam is ready to Verify wherefore he prays Judgment if the said Madurinaigum ought to have or Maintain his aforesaid action against him to recover any more or greater Damages than the said Sum of Five hundred and Thirty five Pagodas and forty one Fanams -

Replication filed 2 March 1802 -

And the said Audemoolam as to the said Plea of the said Madurinaigum by him first above pleaded and whereof he hath put himself upon the Court doth the like - and as to the said Plea of the said Audemoolam by him Secondly above pleaded as to the said Sum of Five hundred and thirty five Pagodas and forty one Fanams parcel of the said several sums of Money in the said Plaint Mentioned the said Madurinaigum says that he by reason of any thing by the said Audemoolam in that Plea above alleged ought not to be barred from having and Maintaining his aforesaid action thereof against him to recover his said Damages in this behalf Because he says that the said Audemoolam did not tender or offer to pay to the said Madurinaigum the said Five hundred and Twenty Pagodas and all Interest lawfully due thereon in Manner and form as the said Audemoolam hath above in pleading alleged - and this he prays may be inquired of by the Court - and the said Audemoolam and the other

Issue Joined

And now at this day that is to say on the Ninth day of Ellool in this same Term before the Justices of the Supreme Court of Judicature here (unto which Court the Record of the Plaint aforesaid has been duly transferred) come the parties aforesaid by their Attorneys aforesaid - And thereupon all and singular the premises being seen and by the Court here fully understood it appears to the said Court here that the said Audemoolam did undertake and promise in Manner and form as the said Madurinaigum hath above thereof complained against him - And because it is suggested and proved that the said Madurinaigum hath sustained damages by occasion of the Non performance of the aforesaid promise and Undertaking over and above his Costs and Charges by him about his suit in this behalf Expended to the Sum of Seven hundred Pagodas And because the said Ma

the Sum of Five hundred and Thirty five Pagodas and forty one Fanams parcel of those Damages and hath prayed Judgment for the residue thereof - It is

Judgment signed on the 2d part of the Plaintiff 20th March 1802 - H Templer Dr Porter

considered by the Court here that the said Madurinaigum do recover against the said Audemoolam the residue of his damages aforesaid to the Sum of Five hundred and fifty one Pagodas and Three Fanams and also one hundred and Twenty Five Pagodas and Thirty Nine Fanams for his said Costs and Charges by the Court here adjudged to the said Madurinaigum and with his assent in which said residue of the damages aforesaid together with the said Costs and Charges so adjudged as aforesaid Amount to the Sum of Six hundred and Seventy three Pagodas and forty two Fanams - and the said Audemoolam in Mercy &c

Mercy

And thereupon the said Madurinaigum prays a writ of our Lord the King directed to the Sheriff of Madras to cause to be made the said Damages of the Real and personal Effects of the said Audemoolam - and it is granted to him returnable on Monday the Twenty Ninth day of March in this same Court -

Execution issued this 26th March 1802

Read at Fort Saint George Before the Honble Sergt Sharpe Knight and the Mayor and Men of the Mayors Court for the Confirmed Justices of our Soveraign Lord the King of the Court of the Recorder Madras of the First Term in the Year one thousand Eight hundred & one and in the Fortieth Year of the Reign of our said Soveraign Lord the King -

Fort St George Madras } ss

Summal Nincapah Moocelliar by George Chalmers his Alexander Anstruther his attorneys complains of Moosacoomarapah Moodliar Administrator of all and Singular the Goods and Chattels Rights & Credits which were of Mutpallam Mootoocomarapah Moodliar deceased Plaint in assumpsit filed 23d March 1801 at the time of his death who died Intestate being an Inhabitant of Madras as such a person Subject to the Jurisdiction of this Honble Court

Whereas the said Nincapah heretofore viz before the making of the promise and undertaking herein after first mentioned to wit on the Eleventh day of November in the Year of Christ one thousand seven hundred and ninety three had prosecuted and was then prosecuting a certain Suit against the said Mootoocomarapah in the Mayors Court of Madraspatnam and had Expended divers large sums of Money for his Costs and Charges in and about the prosecution of that Suit and thereupon afterwards and while the said Suit was depending and after divers proceedings therein to wit on the same day and year aforesaid on Consideration that the said Nincapah at the Special instance and request of the said Mootoocomarapah would not further prosecute and proceed in his said Suit in that behalf but forbear therefrom he the said Mootoocomarapah then and there undertook and to the said Nincapah faithfully promised to pay to him the Sum of one thousand three hundred and thirty two Star Pagodas Current Money of Madras at two Several times of payment both of which times of payment are long

on the twelfth day of that same Month of November in the Year aforesaid the sum of Five hundred Pagodas and on the Twentieth day of the same Month the Sum of Eight hundred and thirty two Pagodas and also to pay to the said Nincapah one half of the Costs and Charges of the said Nincapah in and about the Suit aforesaid when he the said Mootoocomarapah should be thereunto afterwards requested and the said Nincapah in fact says that he Confiding in the said promise and undertaking of the said Mootoocomarapa did then and there stop and forbear to prosecute and did not further prosecute or proceed in the said Suit from the time of making the said promise and undertaking and that no further proceedings have been from that time hitherto had in the said Suit against the said Mootoocomarapah And the said Nincapah also in fact says that the said Costs and Charges of him the said Nincapah in and Concerning the Suit aforesaid amounted to Thirty one Pagodas of all which promises the said Mootoocomarapa afterwards to wit on the same day and year aforesaid had notice and by reason thereof he the said Mootoocomarapa became liable to pay to the said Nincapah the said sum of one thousand three hundred and thirty two Star Pagodas and fifteen star Pagodas and Twenty two fanams being the half of the said Sum of thirty one Pagodas according to the promise and Undertaking so by him made in that behalf as aforesaid - And Whereas also the said Mootoocomarapa in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Nincapah of and Concerning divers other Sums of Money before that time due and Owing from the said Mootoocomarapa in his life time to the said Nincapa and then being in arrear and unpaid to him upon which said account he the said Mootoocomarapah was then and there found in arrear and indebted to the said Nincapah in another large Sum of Money to wit the Sum of three thousand Pagodas Current Money aforesaid and being so indebted he the said Mootoocomarapah in Consideration thereof

thereof aforesaid to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Nincapah to pay to the said last Mentioned Sum of Money when he should be thereunto aforesaid requested. Nevertheless the said Mootucomarapa in his life time and the said Arunachellum since his decease not regarding the said several promises and undertakings so made as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Nincapah have not (altho often requested) yet paid the said several Sums of Money or either of them or any part thereof to the said Nincapah but the said Mootucomarapa in his life time and the said Arunachellum as Administrator as aforesaid since his decease have wholly refused so to do contrary to the form and Effect of the said promises and Undertakings of the said Mootucomarapa made in that behalf as aforesaid and to the damage of the said Nincapah of three thousand Pagodas and thereof he brings Suit.

And Now at this Court Term in the said Year one thousand eight hundred and one that is to say on the Eighth day of August in which time was given to the said Arunachellum to answer the said Plaint came as well the said Nincapah by his Attorney aforesaid as the said Arunachellum by Herbert Compton his Attorney and the said Arunachellum comes and defends the wrong and injury when &c and says nothing in bar or preclusion of the said action of the said Nincapah but makes default whereby the said Nincapah remains thereon undefended against the said Arunachellum

And the said Justices having heard the Allegations of the Plaintiff and Examined the truth thereof and duly Con-

Judgment signed on behalf of the Plaintiff 30th March 1802 — Dr Compton Dr Britt

on the part of the Plaintiff do adjudge that the said Nincapah do recover against the said Arunachellum as Administrator as aforesaid the sum of one thousand six hundred and Seventy seven Pagodas and Seventy two fanams Current money of Madras for his Damages occasioned by the Non performance of the promises and Undertakings above thereof Complained against him and also the Sum of one hundred and Sixty Nine Pagodas and Nine fanams for the Costs and Charges of him the said Nincapah which he hath been put to about his Suit in that behalf which said Damages Costs and Charges in the whole amount to the Sum of one thousand eight hundred and forty Six Pagodas and thirty one fanams to be levied of the Goods and Chattels which were of the said Mootucomarapa at the time of his death in the hands of the said Arunachellum as Administrator as aforesaid to be administered if he hath so much thereof in his hands to be administered and if he hath not so much thereof in his hands to be administered then one hundred and Sixty Nine Pagodas and Nine fanams part of the damages aforesaid being for the Costs and Charges aforesaid to be levied of the proper Goods and Chattels of the said Arunachellum and the said Arunachellum in Mercy &c.

Mercy

Execution issued 6th day of May 1802 —

And thereupon the said Nincapah by Isaac Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to levy of the Goods, Lands, Debts and other Effects which belong to the said Mootucomarapa deceased in the hands of the said Arunachellum the Administrator of the said Mootucomarapa deceased the Sum of one thousand eight hundred and forty six Pagodas thirty one fanams if he hath so much thereof in his hands to be administered, and if he hath not so much thereof in his hands to be administered, then the Sum of one hundred and Sixty Nine Pagodas and Nine fanams to be Levied of the proper Goods & Chattels of the said Arunachellum and it is granted unto him returnable here on the Tenth day of May Instant.

Pleas at Fort St. George before Sir Thomas Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Judges of His Majesty's Supreme Court of Judicature at Madras In the Year of our Lord one thousand eight hundred and two –

Fort St. George
Madras } ss. Aundyappan Moodelliar by Myla Moodiah Venkatachellum Moodelliar who is admitted by this Court to prosecute for the said Aundyappan Moodelliar who is within the age of Twenty one Years as the Next friend of the said Aundyappan Moodelliar by George Chalmers and Alexander Anderson his attornies Complains of Pootavadoo Sawmynada Moodelliar being an Inhabitant of Madras and as such a person liable to the Jurisdiction of this Honble Court of a Plea that he render to him Five hundred and eighteen Pagodas and eight fanams Current Money of Madras which he owes to and unjustly detains from him. For that Whereas the said Pootavadoo Sawmynada heretofore to wit on the Second day of December in the Year one thousand hundred and Ninety six by his Certain writing obligatory in the Malabar Language duly Executed according to the Customs of the Natives here bearing date the same day and Year aforesaid came to the Court here now Shewn acknowledged to have borrowed and received of the said Aundyappan Moodelliar the Sum of Five hundred and fifty pagodas which said Sum the said Pootavadoo Sawmynada

Plaint filed 8th April 1800

Moodelliar engaged to repay to the said Aundyappa Moodelly on Demand with all such interest as should or might become due thereon at the rate of Nine per Cent per Annum and the said Aundyappa Moodelliar by Myla Moodiah Venkatachella Moodelliar his Guardian says that there is now due and owing on the said Bond or writing obligatory the sum of Four hundred and eighteen pagodas and eight fanams Current Money aforesaid Nevertheless the said Pootavadoo Sawmynada Moodelliar (altho' often requested) hath not rendered the said Sum of Four hundred and eighteen pagodas and eight fanams or any part thereof to the said Aundyappan Moodelliar but to render the same or any part thereof he the said Pootoovadoo Sawmynada Moodelliar hath hitherto wholly refused and still doth refuse to his damage of Five hundred Pagodas and therefore he brings Suit –

Clerk filed 2d February 1801

And the said Pootavadoo Sawmynada Moodelliar by Herbert Compton his Attorney comes and defends the wrong and injury when &c and says, that the said Writing obligatory in the said Declaration Mentioned, is not the Deed of the said Pootavadoo Sawmynada Moodeliar, as by the said Declaration is above Supposed, and of this he puts himself upon the Court &c. And the said Aundyappan Moodeliar doth the like –

Issue Joined

And Now in this First Term in the Year one thousand eight hundred and one That is to say on the Twenty second day of October until which time was given to the said Pootavadoo Sawmynada Moodeliar to Answer the said Plaint came as well the said Andiappah Moodeliar who is admitted by this Court to prosecute for the said Andiappah Moodeliar who is within the age of Twenty one Years as the Next friend of the said Andiappah Moodeliar by his attornies aforesaid as the said Pootavadoo Sawmynada Moodeliar by Herbert Compton his attorney and the said Pootavadoo Sawmynada Moodelliar comes and defends the wrong and Injury when and so forth at which day before the Justices aforesaid at

at Madras aforesaid unto the parties aforesaid by their Attorneys aforesaid duly heard all and singular the Premises whereof the said parties have put themselves upon the Judgment of the Court being seen by the Court here and fully understood and mature deliberation being thereupon had appears to the Court here and to the same of our said Lord the King aforesaid to be adjudged that the said Chappel Moodeliar a Minor under the age of twenty one years by Myla Vencatachella Moodeliar his next friend do recover against the said Pootanadoo Soowmyanada Moodeliar the Sum of Four hundred and Eighty Pagodas Current Money of Madras for his said Debt and his Damages by him sustained as aforesaid against the said Pootanadoo Soowmyanada Moodeliar and also the Sum of one hundred and forty four Pagodas and Two fanams for the Costs and Charges by him the said Arrapaupah Moodeliar a Minor under the age of twenty one years by Myla Vencatachella Moodeliar his next friend in that behalf expended to be taxed Costs in the whole amount to the sum of Six hundred and Twenty four Pagodas and Two fanams - and the said Pootanadoo Soowmyanada Moodeliar to be in Mercy and so forth -

Judgment signed on behalf of the Plaintiff 5. April 1802
W. Temple
Dr Parkes

Mercy

And thereupon the said Arrapaupah Moodeliar by Myla Vencatachella Moodeliar his next friend by Grange Clarke & Alexander Anstruther his Attorneys prays a writ of our said Lord the King to be directed to the Sheriffs of Madras Fahnam to Cause to be made of the Goods, Lands, Debts & other Effects which belong to the said Pootanadoo Soowmyanada Moodeliar the Sum of Six hundred and Twenty four Pagodas and Two fanams And it is granted unto him returnable here on the Tenth day of April Instant -

Writ of Execution Issued on the 6th April 1802

In the Supreme Court of Judicature at Madras

Plea side — First Term in the Year of our Lord one thousand eight hundred and one -

Fort St George Madras } ss. Mauddereddy Veerasa Naidoo puts in his place Robert Orme his attorney against Vendalore Vadamala Pillay in a Plea of Trespass on the Case upon Promises -

Fort St George Madras } ss. The said Vendalore Vadamala Pillay puts in his place Charles Walters his Attorney at the Suit of the said Mauddereddy Veerasa Naidoo in the Plea aforesaid -

Fort St George } ss. Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honourable Court all the Proceedings and Records of the said Court of the Recorder) came Maudeddy Veerasa Naidoo by Robert Orme his attorney and brought into the said Court then there his certain Plaint against Vendalore Vadamala Pillay in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras ss Mauddereddy Veerasa Naidoo by Robert Orme his attorney complains of Vendalore Vadamala Pillay of Madras Inhabitant and as such Subject to the Jurisdiction of this Honorable Court for that whereas the said Vendalore Vadamala Pillay on the Seventeenth Day of April in the Year one thousand Seven hundred and Ninety Six at Madras by his certain Instrument or Native writing obligatory in the Gentoo Language and to the Court now here shown the date whereof is on the Day and Year aforesaid acknowledged that in consequence of his Urgent Occasion he had that Day borrowed and received of him the said Mauddereddy Veerasa Naidoo the Sum of f(100) one hundred Star Pagodas Current Money of

Plaint in a Plea filed the 19th August 1801

of Madras aforesaid Esqr. he did thereby engage to pay the said Maudereddy Vene-
rasa Naidoo on or before the Thirtieth Day of July in the Year aforesaid
to wit thereby empowering to prosecute in the Late Mayor's Court and demand the
principal and Interest Commencing from that Date Together with the Charges
attending thereto Nay Reasons whereof the said Vendalore Vadamala Pillay became
liable to pay the said Sum of two hundred Star Pagodas with Interest thereon
according to the tenor and effect of the said Instrument or Writing obligatory
And being so liable he the said Vendalore Vadamala Pillay in Consideration thereof
afterwards to wit on the same Day and Year aforesaid at Madras aforesaid
undertook and faithfully promised the said Maudereddy Veerasa Naidoo to pay
him the said Sum of Money in the said Instrument or Writing obligatory
Mentioned with Interest thereon according to the tenor and effect of the said
Instrument or Writing obligatory - And Whereas also the said Vendalore
Vadamala Pillay afterwards to wit on the said Fourteenth Day of April
in the said Year one thousand Eight hundred and Ninety Six at Madras aforesaid
was indebted to the said Maudereddy Veerasa Naidoo in the further Sum of
one hundred Star Pagodas of the like Current Money for Divers Goods
Wares and Merchandizes by the said Maudereddy Veerasa Naidoo before that
time sold and delivered to the said Vendalore Vadamala Pillay at his
special instance and request and being so indebted he the said Vendalore
Vadamala Pillay in Consideration thereof afterwards to wit on the same Day
and Year last aforesaid at Madras aforesaid undertook and then and there
faithfully promised the said Maudereddy Veerasa Naidoo to pay him the said
last Mentioned Sum of Money when he should be thereto afterwards Requested
And Whereas afterwards to wit on the same Day and Year last aforesaid at
Madras aforesaid in Consideration that the said Maudereddy Veerasa Naidoo
at the like Special Instance and Request of the said Vendalore Vadamala Pillay
had before that time sold and delivered to him the said Vendalore Vadamala
Pillay Divers other Goods Wares and Merchandizes he the said Vendalore

Vadamala Pillay then and there undertook and faithfully promised the said Maudereddy
Veerasa Naidoo to pay him so much Money as he therefore reasonably deserved
to have of the said Vendalore Vadamala Pillay when he the said Vendalore Vada-
mala Pillay should be thereto afterwards Requested and the said Maudereddy
Veerasa Naidoo avers that he therefore reasonably deserved to have of the
said Vendalore Vadamala Pillay other one hundred Star Pagodas of like Current Money
to wit at Madras aforesaid Whereof the said Vendalore Vadamala Pillay afterwards
to wit on the same day and year aforesaid there had Notice Yet the said Venda-
lore Vadamala Pillay not regarding his said Several promises and undertakings
so by him Made in Manner and form aforesaid but Contriving and fraudulently
intending Craftily and Subtilly to deceive and defraud the said Maudereddy Veerasa
Naidoo in this behalf hath not yet paid the said Several Sums of Money or any
of them or any part thereof to the said Maudereddy Veerasa Naidoo (although so to do
the said Vendalore Vadamala Pillay was Requested by the said Maudereddy Veerasa
Naidoo to wit on the Thirtieth Day of July in the Year aforesaid and often afterwards
to wit at Madras aforesaid) but the said Vendalore Vadamala Pillay to pay the same
or any part thereof hath hitherto wholly refused and still doth refuse to the Damage
of the said Maudereddy Veerasa Naidoo of Two hundred Star Pagodas and therefore
he brings Suit &c.

impedance.

And Now in this same Term that is to say on the Twenty
first Day of September in the Year of our Lord one Thousand eight hundred and one
until which Day the said Vendalore Vadamala Pillay had Leave to imparl to
the said Plaint and then to answer the same at which Day before the said Supreme
Court of Judicature at Madras comes as well the said Maudereddy Veerasa Naidoo
by his said Attorney as the said Vendalore Vadamala Pillay by Charles Walters
her attorney and the said Vendalore Vadamala Pillay defends the Wrong and injury
when &c and says that he did not undertake or promise in Manner and form
as the said Maudereddy Veerasa Naidoo hath above thereof Complained against
him the said Vendalore Vadamala Pillay and of this he puts himself upon the

Plaintiff
30 Sept 1801

Court

Naiko on Occasion of their not performing the promises and Undertakings in the said Plaints of the said Maudeveddy Venaca Naiko Mentioned besides his Costs and Charges by him about his Suit in the behalf expended to one hundred and Sixty eight Star Pagodas. Therefore it is considered that the said Maudeveddy Venaca Naiko do recover against the said Vendalore Vadamala Reddy his Damages aforesaid in form aforesaid adjudged and also one hundred and five Star Pagodas and four Fanams upon the said Costs and Charges by the said Court now here adjudged to the said Maudeveddy Venaca Naiko with his assent which said Damages Costs and Charges in the whole Amount to three hundred and twenty Star Pagodas and Six Fanams and the said Vendalore Vadamala Reddy in Mercy &c

Judgment Signed on behalf of the Plaintiff 5th April 1802 — H Simpkin Dr Porter

Mercy

In the Supreme Court of Judicature at Madras

Fort St George Madras ss } Mambalam Ramah Naick puts in his place Robert Orme his attorney against Avadannum Paupiah Bramin in a plea of Debt

Fort St George Madras ss } The said Avadannum Paupiah Bramin puts in his place Townes Disney his attorney at the Suit of the said Mambalum Ramah Naick in the Plea aforesaid

Fort St George Madras ss } Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder) came Mambalam Ramah Naick by Robert Orme his attorney and brought into the said Court Mentioned Court then here his certain Plaint against Avadannum Paupiah Bramin in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St George Madras ss Mambalum Ramah Naick by Robert Orme his Attorney complains of Avadannum Paupiah Bramin of Madras Inhabitant and as such Subject to the Jurisdiction of this Honble Court of Pleas that he render unto him said Nine hundred and one Star Pagodas thirty five Fanams and Sixty Cash of the Current Money of Madras which he owes to and unjustly detains from him &c For that Whereas the said Avadannum Paupiah Bramin heretofore to wit on the twentieth day of December in the Year one thousand seven hundred and ninety nine at Madras by his certain writing obligatory sealed with the seal of the said Avadannum Paupiah Bramin and now shewn to the Court here the Date whereof is the day and Year aforesaid acknowledged himself to be held and firmly bound unto the said Mambalum Ramah Naick in the penal Sum of four thousand nine hundred and one Star Pagodas thirty five Fanams and Sixty Cash to be paid

Plaint in debt filed 5th April 1801 —

paid to the said Mambalam Ramah Naick nothing for the said Avadanum Paupiah Braminy though he thereunto afterwards requested yet the said Avadanum Paupiah Braminy although often requested so to do hath not yet paid the said sum of Four thousand Nine hundred and One Star Pagodas Forty four fanams and Sixty Cash above demanded or any part thereof to the said Mambalam Ramah Naick - But to pay the same or any part thereof to the said Mambalam Ramah Naick hath hitherto wholly refused and still doth refuse to the said Mambalam Ramah Naick his Damage of fifty Star Pagodas and therefore he brings Suit &c

Imparlance

And Now on this same day that is to say on the 1st day of April 1802 until which day the said Avadanum Paupiah Braminy had Leave assigned to the said Plaint and then to answer the same at which day before the said Supreme Court of Judicature at Madras comes as well the said Mambalam Ramah Naick by his said Attorney as the said Avadanum Paupiah Braminy by Townes Disney his Attorney and the said Avadanum Paupiah Braminy defends the wrong and injury when &c and says that the said writing obligatory in the said Declaration Mentioned is not his Deed and of this he puts himself upon the Court - and the said Mambalam Ramah Naick doth the like-

Plea & Issue filed 14th April 1802

And Now in this same Term that is to say on the eighth day of March to which Day was given as well to the said Mambalam Ramah Naick as to the said Avadanum Paupiah Braminy to inform the Court of the Premises at which day came the parties aforesaid by their said Attorneys and the said Court having heard the respective Allegations of the Parties and Examined the truth thereof and duly and deliberately considered the Evidence say that the said writing obligatory in the Plaint Mentioned is the Deed of the said Avadanum Paupiah Braminy as the said Mambalam Ramah Naick hath sworn in his said Plaint in that behalf thereon alledged Therefore it is Considered that the said Mambalam Ramah Naick do recover against the said Avadanum Paupiah Braminy his said Debt and also one hundred and Sixty Nine Star Pagodas and twenty seven fanams for his Costs and charges by the Court Now here adjudged to the said Mambalam Ramah

Judgement signed on behalf of the Plaintiff 5th April 1802

A Temple Dr Proth

Naick by his absent and let the said Avadanum Paupiah Braminy inasmuch as he has denied his Deed be taken &c and thereupon the said Mambalam Ramah Naick by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras to cause him to Levy & make of the Houses Lands, Debts & other Effects which belong to the said Avadanum Paupiah Braminy the Sum of three thousand & seventy three Pagodas Twenty two fanams and Thirty Cash - and it is granted unto him returnable here on the Eleventh day of June Instant.

Writ of Execution Issued on the 8th June 1802 -

In the Supreme Court of Judicature at Madras -

Plea side

First Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss } Suncarapoorum Soobroyloo Chitty puts in his place Robert Orme his attorney against Avadanum Paupiah Braminy in a Plea of Debt -

Fort St George Madras ss } The said Avadanum Paupiah Braminy puts in his place Emanuel Samuel his attorney at the Suit of the said Suncarapoorum Soobroyloo Chitty in the Plea aforesaid -

Fort St George Madras ss } Be it Remembered that as of the first Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Suncarapooram Soobroyloo Chitty by Robert Orme his attorney and brought into the said Court then there his certain Plaint against Avadanum Paupiah Braminy in a Plea of Debt, and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in

Plaint in Debt filed 26th February 1802 -

in these Parts Court Fort St. George vizt. for Suncarapoorum Soobroyloo Chitty by Robert Orme his Attorney Complains of Auvadanum Pauptiah Braming of Madras Inhabitants and as such Subject to the Jurisdiction of his Majesties Court of a Plea that he Render to him the said Suncarapoorum Soobroyloo Chitty Two thousand seven hundred and Sixty Star Pagodas Current Money aforesaid, which he owes to and unjustly detains from him - For that Whereas the said Auvadanum Pauptiah Braming the first day of September in the Year one thousand eight hundred and one at Madras aforesaid by his Certain Writing Obligatory sealed with the Seal of the said Auvadanum Pauptiah Braming and to the Court Now here shown the Date whereof is on the Day and Year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Suncarapoorum Soobroyloo Chitty in the penal Sum of Two thousand seven hundred and Sixty Star Pagodas to be paid to the said Suncarapoorum Soobroyloo Chitty when he the said Auvadanum Pauptiah Braming should be thereto afterwards Requested As the said Auvadanum Pauptiah Braming (although often requested &c) hath not yet paid the said Sum of Two thousand seven hundred and Sixty Star Pagodas above demanded, or any part thereof, to the said Suncarapoorum Soobroyloo Chitty but to pay the same or any part thereof to the said Suncarapoorum Soobroyloo Chitty he the said Auvadanum Pauptiah Braming hath hitherto wholly refused and still doth refuse to the said Suncarapoorum Soobroyloo Chitty his Damage of Fifty Star Pagodas and therefore he brings his Suit &c

imparlance

And Now in this same Term that is to say on the second day of March, until which Day the said Auvadanum Pauptiah Braming had Leave to impark to the said Plaints and thereto answer the same as which day before the said Court Comes Samuel the said Suncarapoorum Soobroyloo Chitty by his said Attorney as the said Auvadanum Pauptiah Braming by Leave of Samuel his Attorney. And the said Auvadanum

Plea filed 5th March 1802

the wrong and injury when &c and says that the said writing obligatory in the said Declaration Mentioned, is not his Deed, and of this he puts himself upon the Court - and the said

Issue Joined Suncarapoorum Soobroyloo Chitty doth the like &c

And Now in this same Term that is to say on the Eleventh Day of March to which Day was given as well to the said Suncarapoorum Soobroyloo Chitty as to the said Auvadanum Pauptiah Braming to inform the Court of the Premises at which Day came the parties aforesaid by their said Attornies - and the said Court having heard the respective allegations of the Parties and Examined the truth thereof and duly and deliberately Considered the Evidence say that the said writing obligatory in the plaint Mentioned is the Deed of the said Auvadanum Pauptiah Braming as the said Suncarapoorum Soobroyloo Chitty hath in his said Plaint in that behalf therein alledged -

Judgment signed on behalf of the Plaintiff 5th April 1802 -

Therefore it is Considered that the said Suncarapoorum Soobroyloo Chitty do recover against the said Auvadanum Pauptiah Braming his said Debt and also Seventy four Star Pagodas thirty two Fanams and Seventy Cash for his Costs and Charges by the Court Now here adjudged to the said Suncarapoorum Soobroyloo Chitty by his said Attorney with his assent and let the said Auvadanum Pauptiah Braming in mercy as he &c

his Deed be taken &c -

Writ of Execution issued this 27th day of April 1802 -

And thereupon the said Suncarapoorum Soobroyloo Chitty by Robert Orme his Attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Auvadanum Pauptiah Braming the Sum of one thousand four hundred and fifty seven Pagodas and thirty one Fanams - And it is granted unto him returnable here on the thirtieth day of April Instant -

First Term 1802

Pleas before the Honble Sir Alexr Johnston Knight Chief Justice and the Honble John King Gentleman and the Honble Sir Benjamin Sullivan Knight the Puisne Judges of His Majesty's Supreme Court of Judicature at Madras at the First Term in the Year of our Lord one thousand eight hundred and two

Fort St George Madras } Jacob Arathoon late of the Place Counsel learned in the Law his Attorney against Manuck Ashaster in a Plea of Debt

Fort St George Madras } The said Manuck Ashaster in his own person at the Suit of the said Jacob Arathoon in the Plea aforesaid

Be it Remembered that on the twenty sixth Day of January in the Year of our Lord 1802 and of the First Term in the Year of our Lord 1802 before the said Supreme Court of Judicature at Madras came Jacob Arathoon by Emanuel Samuel his Attorney and brought into the said Court then here his Certain Plaint against Manuck Ashaster in a Plea of Debt and there are Pledges for the prosecution thereof to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Madras } Jacob Arathoon by Emanuel Samuel his Attorney Complains of Manuck Ashaster an Inhabitant of Madras and as such a Person subject to the jurisdiction of this Honorable Court of Pleas that he renders to the said Jacob Two thousand Seven hundred and thirty Star Pagodas of lawful Current Money of Madras which he owes to and unjustly detains from the said Jacob for that Whereas the said Manuck on the Eighth day of September in the Year of our Lord One thousand Eight hundred and one at Madras by his Certain writing obligatory in the Armenian Language, sealed with his Seal and to the Court now here shown the date whereof is the day and Year aforesaid acknowledged himself to be held and firmly bound to the said Jacob in the said two thousand Seven hundred and thirty Star Pagodas to be paid to the said Jacob when he the said Manuck should be thereto afterwards requested - Yet the said Manuck (although often requested &c) hath not paid the said two thousand Seven hundred and thirty Star Pagodas above demanded or any part thereof to the said Jacob but to pay the same or any part thereof to the said Jacob he the said Manuck hath hitherto wholly refused and still doth refuse - To the damage of the said Jacob of one hundred

Plaint in Debt filed 1st March 1802

Star Pagodas and therefore he brings his suit &c

And Now at this day that is to say on the second day of March in this Term until which day the said Manuck had leave to imparle to the said Plaint and then to answer the same &c as well the said Jacob by his said attorney as the said Manuck in his own person do come before the Court here and the said Manuck defends the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Jacob by which the said Jacob remains therein undefended against the said Manuck

Judgment signed on behalf of the Plaint. 5th April 1802 Dr Temple Dr Porter

Therefore it is Considered that the said Jacob recover against the said Manuck his said Debt and also Seventy Six Pagodas and Nine Fanams for his damages which he hath sustained as well by occasion of detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf Expended by the Court here adjudged to the said Jacob by his assent and the said Manuck in Mercy &c -

Mercy

In the Supreme Court of Judicature at Madras

Plea side

First Known in the Year of our Lord one thousand eight hundred and two

Fort St George Madras ss } Cattah Sevy Chitty puts in his Place Against Court the Attorney against Mila Vencatasam an Inhabitant of Madras not an such Subject to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case

Fort St George Madras ss } The said Mila Vencatasam in his own person at the Suit of the said Cattah Sevy Chittyar in the Plea aforesaid

Fort St George Madras ss } Be it Remembered that as of the First Term in the Year of our Lord One thousand Eight hundred and one before the said Supreme Court of Judicature at Madras came Cattah Sevy Chittyar by Robert Orme his Attorney and brought into the same Court then there his Certain Plaint against Mila Vencatasam an Inhabitant of Madras not as such Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followeth in these words to wit Fort Saint George Madras ss Cattah Sevy Chittyar by Robert Orme his Attorney complains of Mila Vencatasam of Madras Inhabitant and as such Subject to the Jurisdiction of this Honorable Court For that whereas the said Mila Vencatasam on the Sixth day of February in the Year of Christ one thousand seven hundred and Ninety six at Fort Saint George Madras aforesaid by his Certain Obligation or Native writing obligatory in the Malabar Language and to the Court Now here shewn the Date whereof is on the Day and Year aforesaid acknowledged by the Name of Mila Vencatasam Mal he did Mortgaged to him the said Cattah Sevy Chittyar his (the said Mila Vencatasam's) Garden situated at Ekvallur in Pauliveram Chitty Mut bethwan the Gardens of Coviel Swamballa Pandaram (to which Garden the Mortgagee Covenanter Cay at Southward) and of Conchee Gundavady Ramasamy

Plaintiffs Attorney files 2d November 1802

together with the Charity House appertaining thereto Containing agreeable to the Choultry Bill of Sale from East to west Four hundred and Sixty eight English Feet and from North to South Two hundred and Twenty four English feet and also the House which is situate at Madras in Peddy Naicks Patah in the Street of the Garden of Nagamany East to the House of Cadacaura Janganyan, and west to the Dwelling House Containing agreeable to the Choultry Bill of Sale in Breadth from East to west thirty English feet and in length from North to South fifty feet including a Piece of Ground adjoining thereto containing from East to west Twenty Nine and seven Eighth feet, and from North to south thirty three feet (the Bill of Sale of the said Garden at Trevattore and the Bill of Sale of this the said Mila Vencatasam's House in all two Choultry Bills of Sale he the said Mila Vencatasam had Mortgaged to the said Cattah Sevy Chittyar and the said Mila Vencatasam also thereby acknowledged that he had borrowed and received of him the said Cattah Sevy Chittyar the Sum of (3000) three thousand Star Pagodas Current Money of Madras which Sum he did thereby engage to repay him the said Cattah Sevy Chittyar on or before the third Day of December then next ensuing, with all such Interest as should or might become due thereon at the rate of Nine per Cent per Annum Indefault of which the said Cattah Sevy Chittyar was thereby empowered to prosecute in the Honorable the Mayors Court and recover his Principal and Interest together with the Court Charges by selling the Premises in Public outcry By Means whereof the said Mila Vencatasam became liable to pay the said Sum of three thousand Star Pagodas with the Interest due thereon according to the tenor and effect of the said Instrument or writing obligatory and being so liable he the said Mila Vencatasam in Consideration thereof afterwards to wit on the same Day and year first aforesaid at Fort Saint George Madras aforesaid undertook and faithfully promised the said Cattah Sevy Chittyar to pay him the said Sum of three thousand Star Pagodas in the said Instrument or writing obligatory Mentioned with the Interest thereon after the rate aforesaid according to the tenor and effect of the said Instrument or writing obligatory - And whereas also the said Mila Vencatasam

Venkatasam aforesaid to wit on the said Sixth Day of January one thousand Seven Hundred and Ninety Six at Fort Saint George Madras aforesaid was indebted to the said Cattak Seny Chitty in the further Sum of Three thousand Star Pagodas of like Current Money of Madras for so much Money by the said Cattak Seny Chitty before that time lent and advanced to the said Mila Venkatasam and at his special instance and Request also being so indebted the said Mila Venkatasam in Consideration thereof afterwards to wit on the same Day and Year aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Cattak Seny Chitty to pay him the said last mentioned Sum of Money when he the said Mila Venkatasam should be thereunto afterwards Requested - And Whereas also the said Mila Venkatasam afterwards to wit on the same Day and Year last aforesaid at Fort Saint George aforesaid was indebted to the said Cattak Seny Chitty in the further Sum of Three thousand Star Pagodas of like Current Money of Madras for so much Money by the said Cattak Seny Chitty lent and advanced to the said Mila Venkatasam at his special instance and Request also being so indebted he the said Mila Venkatasam in Consideration thereof afterwards to wit on the same Day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Cattak Seny Chitty to pay him the said last Mentioned Sum of Money when he the said Mila Venkatasam should be thereunto afterwards Requested - And Whereas also the said Mila Venkatasam afterwards to wit on the same Day and Year last aforesaid at Fort Saint George Madras aforesaid was indebted to the said Cattak Seny Chitty in the further Sum of Three thousand Star Pagodas of like Current Money of Madras for so much Money by the said Cattak Seny Chitty lent and advanced to the said Mila Venkatasam at his special instance and Request also being so indebted he the said Mila Venkatasam in Consideration thereof afterwards to wit on the same Day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Cattak Seny Chitty to pay him the said last Mentioned Sum of Money when he the said Mila Venkatasam should be thereunto afterwards Requested -

And Whereas also the said Mila Venkatasam afterwards to wit on the same Day and Year last aforesaid at Fort Saint George Madras aforesaid, accounted with the said Cattak Seny Chitty of and Concerning divers other Sums of Money before that time due and owing from the said Mila Venkatasam to the said Cattak Seny Chitty and then being in arrear and unpaid and upon that accounting the said Mila Venkatasam was then and there found to be in arrear and indebted to the said Cattak Seny Chitty in the further Sum of three thousand Star Pagodas of like Current Money of Madras and being so found in arrear and indebted he the said Mila Venkatasam in consideration thereof afterwards to wit on the same Day and Year last aforesaid, at Fort Saint George Madras aforesaid, undertook and then and there faithfully promised the said Cattak Seny Chitty to pay him the said last Mentioned Sum of Money when he the said Mila Venkatasam should be thereunto afterwards Requested Yet the said Mila Venkatasam not regarding his said several promises and undertakings, so by him Made in Manner and form aforesaid, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Cattak Seny Chitty in this behalf hath not yet paid the said several Sums of Money or any of them or any part thereof to the said Cattak Seny Chitty (although so to do he the said Mila Venkatasam was Requested by the said Cattak Seny Chitty to wit on the third Day of December in the said year one thousand Seven hundred and Ninety Six and often afterwards to wit at Fort Saint George Madras aforesaid) But the said Mila Venkatasam to pay the same or any of them or any part thereof hath hitherto wholly refused and still doth refuse to the Damage of the said Cattak Seny Chitty of five thousand Star Pagodas and therefore he brings Suit &c -

And Now in this first Term in the year one thousand eight hundred and two that is to say on the second day of March to which Day was given as well to the said Cattak Seny Chitty as to the said Mila Venkatasam, and the said Mila Venkatasam says Nothing in bar or preclusion of the said action of the said Cattak Seny Chitty by which the said Cattak Seny Chitty remains thereon undefended against the said Mila Venkatasam, for which the said Cattak Seny Chitty ought to &c. Damages by occasion of the Premises and afterwards to wit on the same last aforesaid the said Court having diligently inquired

engrave what Damage the said Estate or any Charges hath sustained or will
the Means aforesaid as for his Costs and Charges by him about his Suit in
behalf Expended to be paid and ayerdge that the said Estate or any Charges
sustained Damages by Occasion of the Premises over and above his Costs and
Charges to Four thousand Six hundred and Sixty four Pagodas and for his
Costs and Charges to one hundred and fourteen Pagodas and Thirty seven
Judgment signed and
Execution 7th April 1802 -

Therefore it is Considered that the said Estate or any Charges recover
A Semple
Dr Porter
the said Mila Cancatasam his Damages and Costs aforesaid by the Court
aforesaid found and adjudged which Damages in the whole amount to Five thou
seven hundred and Seventy nine Pagodas and thirty seven Fanams and
mercy
said Mila Cancatasam in Mercy &c

And thereupon the said Estate or any Charges by
Writ of Execution Robert Orme his attorney prays a Writ of our Lord the King to be directed to
issued this 26th May the Sheriff to Cause him to have
1802 -
Other Effects which belong to the said Mila Cancatasam the Sum of four
thousand seven hundred and seventy nine Pagodas and thirty seven fanams -
if it is granted unto him returnable here on the Fourth Tuesday

Pleas before the Honble Sir Thomas Andrew Strange Knt
Chief Justice, and the Honble Sir Henry Gwillim and the Honble
Sir Benjamin Sullivan Knights Puisne Justices of his Majestys
Supreme Court of Judicature at Madras of First Term in the Year
of our Lord one thousand eight hundred and two -

Fort St George
Madras } Manaly Annausawmy puts in his place Emanuel Samuel his attorney against Terroovelore
Teangaroyan Moodalyar Terroovalleeany Aroonachila Moodaliar Veeloopparam Coolly Moodaly Poonjary
Conary Chitty, Terroovarapooram Cooppoo Naicker and Parroomoochal Goorruvappa Naicker in a Plea
of Trespass on the case -

Fort St George
Madras } The said Terroovalore Teangaroyan Moodalyar, Terroovalleeany Aroonachila Moodaliar, Veeloopparam
Coolly Moodaly, Poonjary Conary Chitty, Terroovarapooram Cooppoo Naicker, and Parroomoochal
Goorruvappa Naicker put in their place Charles Waters their atty in the Suit aforesaid in the Plea aforesaid -

Be it Remembered that in the First Term in the Year of our Lord one thousand eight hundred
and one before the said Supreme Court of Judicature at Madras came Manaly Annausawmy
by Emanuel Samuel his attorney and brought into the said Court then there his certain Plaint
against Terroovalore Teangaroyan Moodalyar Terroovalleeany Aroonachila Mood: Veeloopparam Coolly
Moodaly Poonjary Conary Chitty, Others in a Plea of Trespass on the Case, which Plaint follows in these words -

Madras, to wit

Manaly Annausawmy Moodaliar by Emanuel Samuel
his attorney Complains of Terroovalore Teangaroya Moodalyar Terroovalleeany
Aroonachila Moodaliar Veeloopparam Coolly Moodaly Poonjary Conary Chitty -
Terroovarapooram Cooppoo Naicker and Parroomoochal Goorruvappa Naicker - being
severally Inhabitants of Madras and as such Persons subject to the jurisdiction
of this Honourable Court - For that Whereas the said Teangaroya, Aroonachila,
Coolly, Conary, Cooppoo and Goorruvappa on the Sixteenth Pangoony of Sittaurby
year answering to the Twenty Sixth day of March in the Year of Christ one
thousand and Eight hundred to wit at Madras Made their certain Instrument
in Writing in the Malabar Language - purporting to be a Malabar Bond
their own proper hands being thereunto Subscribed and bearing date the same day
and year aforesaid and then and there delivered the same Instrument in
writing to the said Annausawmy By which said Instrument in Writing
they the said Teangaroya Aroonachila - Coolly Conary Cooppoo and Goorru-
vappa acknowledged that in consequence of their Urgent occasion they had

Plaint in assumpsit
Filed 24th October
1801 -

on

on the Day of Making thereof borrowed and Received of the said Annausawmy the Sum of Five hundred Star Pagodas Current Money of Madras which Sum they did thereby jointly and Severally engage to Pay to the said Annausawmy on or before the Sixteenth Day of Every Year succeeding the Twenty Sixth day of June in the Year of Christ aforesaid with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum By Means Whereof the said Seaugaroya Aroonachella Coolly Conary Coopboo and Goorivappa became liable to pay to the said Annausawmy the said Sum of Money in the said Instrument in Writing Specified according to the true and effect of the said Instrument in Writing - and being so liable they the said Seaugaroya - Aroonachella - Coolly Conary Coopboo - and Goorivappa in Consideration thereof afterwards to wit on the said Sixteenth Day of September Saturday Year of the said Twenty Sixth day of March in the Year of Christ aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Annausawmy to pay him the said Sum of Money in the said Instrument in Writing Specified according to the true and effect of the said Instrument in Writing - And Whereas the said Seaugaroya - Aroonachella - Coolly Conary Coopboo - and Goorivappa afterwards to wit on the first day of September in the Year of Christ one thousand eight hundred and one at Madras aforesaid were indebted to the said Annausawmy in the Sum of one thousand Star Pagodas of Lawful Current Money of Madras, for Money by the said Annausawmy before that time lent and advanced to the said Seaugaroya - Aroonachella - Coolly - Conary - Coopboo - and Goorivappa and at their special instance and Request - and being so indebted they the said Seaugaroya - Aroonachella - Coolly - Conary Coopboo - and Goorivappa in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid, undertook, and then and there faithfully promised the said Annausawmy to pay him the said last Mentioned Sum of Money when they the said Seaugaroya - Aroonachella - Coolly Conary Coopboo and Goorivappa should be thereto afterwards Requested - And Whereas the said Seaugaroya

Coolly Conary Coopboo and Goorivappa afterwards to wit on the same day and Year last aforesaid at Madras aforesaid were indebted to the said Annausawmy in the further Sum of one thousand Star Pagodas of like Current Money of Madras for Money by the said Seaugaroya Aroonachella Coolly Conary Coopboo and Goorivappa before that time had and received to the use of the said Annausawmy - and being so indebted, they the said Seaugaroya Aroonachella, Coolly Conary Coopboo and Goorivappa in Consideration thereof afterwards, to wit on the same day and Year last aforesaid, at Madras aforesaid undertook and then and there faithfully promised the said Annausawmy to pay him the said last Mentioned Sum of Money when they the said Seaugaroya Aroonachella Coolly Conary - Coopboo and Goorivappa should be thereto afterwards Requested - And Whereas the said Seaugaroya Aroonachella Coolly Conary Coopboo and Goorivappa afterwards, to wit on the same day and Year last aforesaid at Madras aforesaid, accounted with the said Annausawmy of and Concerning divers other Sums of Money, before that time due and owing from the said Seaugaroya - Aroonachella Coolly Conary Coopboo and Goorivappa to the said Annausawmy - and then being in arrear and unpaid and upon that accounting the said Seaugaroya - Aroonachella - Coolly, Conary, Coopboo and Goorivappa, were then and there found to be in arrear and indebted to the said Annausawmy in the further Sum of one thousand Star Pagodas of like Current Money of Madras and being so found in arrear and indebted they the said Seaugaroya - Aroonachella Coolly Conary Coopboo and Goorivappa in Consideration thereof afterwards to wit, on the same day and Year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said Annausawmy to pay him the said last Mentioned Sum of Money when they the said Seaugaroya - Aroonachella Coolly Conary - Coopboo and Goorivappa should be thereto afterwards Requested - Yet the said Seaugaroya - Aroonachella - Coolly Conary - Coopboo and Goorivappa not Regarding their said Several Promises and Undertakings, so by them Made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said

First Term 1802

Fort St George Madras } Present The Honble Sir Thomas Andrew Strange Knight Chief Justice and The Honble Sir Henry Gwillim and The Honble Sir Benjamin Sullivan Knights Puisne Justices of the Supreme Court of Judicature at Madras of the first Term in the Year of our Lord One Thousand eight Hundred and One -

Fort St George Madras } Monaly Annansawmy Moodelier plaintiff in the plea Covenant & Damages & his attorney against Tiroovalore Teangaroyan Velupooram Cooly Modelly Tiroovengadoram Coppa Naicken and Parramockalle Goorivappa Naicken in a Plea of Trespass on the Case -

Fort St George Madras } The said Tiroovalore Teangaroyan Velupooram Cooly Modelly Tiroovengadoram Coppa Naicken and Parramockalle Goorivappa Naicken put in their Plea Charles Walters their attorney at law of the said Monaly Annansawmy in the Plea aforesaid -

Be it Remembered that in the First Term in the Year aforesaid Anno Domini eight Hundred and one before the said Supreme Court of Judicature at Madras came Monaly Annansawmy Moodelier by his attorney Emanuel Samuel and brought into the said Court then here his Action of Trover against Tiroovalore Teangaroyan Velupooram Cooly Modelly Tiroovengadoram Coppa Naicken and Goorivappa Naicken in a Plea of Trespass on the Case whereof the said Plaintiff complains in his own proper person and for Cause of Action in this behalf the said Plaintiff says that is to say -

Madras to wit } Monaly Annansawmy Moodelier by Emanuel Samuel his attorney complains of Tiroovalore Teangaroyan Velupooram Cooly Modelly Tiroovengadoram Coppa Naicken and Parramockalle Goorivappa Naicken being Generally Inhabitants of Madras and as such persons subject to the Jurisdiction of this Honorable Court - For that whereas the said Teangaroyan, Cooly, Coppoo and Goorivappah on the fifth day of April in the year of Christ, one thousand eight hundred, to wit, at Madras, made their certain Instrument in writing in the Malabar Language (purporting to be a Malabar Bond) their own proper hands being thereunto subscribed, and bearing date the same day and year aforesaid and then and there delivered the same Instrument in writing to the said Annansawmy By which said Instrument in writing they the said Teangaroyan Cooly Coppoo and Goorivappa acknowledged that in consequence of their urgent occasion they had on the day of making thereof borrowed and received of the said Annansawmy the Sum of four hundred Star Pagodas Current Money of Madras and which Sum they did thereby

Plaint in a plea filed 24th October 1801 -

separately engage to repay to the said Annansawmy in the Space of Two Months from the date thereof with all such interest as should or might become due thereon at the rate of Twelve per Cent per annum By Means whereof the said Teangaroyan Cooly Coppoo and Goorivappah became liable to pay to the said Annansawmy the said Sum of Money in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing and being unable they the said Teangaroyan Cooly Coppoo and Goorivappa in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Annansawmy to pay him the said Sum of Money in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing - and whereas the said Teangaroyan Cooly Coppoo and Goorivappah afterwards, to wit on the first day of September in the year of Christ one thousand eight hundred and one at Madras aforesaid were indebted to the said Annansawmy in the Sum of one thousand Star Pagodas of lawful Current Money of Madras, for Money by the said Annansawmy before that time lent and advanced to the said Teangaroyan, Cooly, Coppoo, and Goorivappah and at their special instance and Request, and being so indebted they the said Teangaroyan Cooly, Coppoo and Goorivapah in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Annansawmy to pay him the said last Mentioned Sum of Money when they the said Teangaroyan Cooly, Coopoo and Goorivapah should be thereto afterwards Requested - and whereas the said Teangaroyan, Cooly, Coppoo and Goorivappah afterwards to wit on the same day and year last aforesaid, at Madras aforesaid were indebted to the said Annansawmy in the further Sum of one thousand Star Pagodas of like Current

Current Money of Madras for Money by the said Teangaroyan, Cooly, Cooppoo and Goorawappah before that time had and received to the use of the said Annansawmy, And being so indebted they the said Teangaroyan Cooly Cooppoo and Goorawapah in consideration thereof afterwards, to wit, on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Annansawmy to pay him the said Last Mentioned Sum of Money when they the said Teangaroyan Coolly Cooppoo and Goorawapah should be thereto afterwards Requested- And Whereas the said Teangaroyan Cooly Cooppoo and Goorawapah afterwards, to wit, on the same day and Year last aforesaid at Madras aforesaid, accounted with the said Annansawmy of and Concerning divers Other Sums of Money, before that time due and owing from the said Teangaroyan Cooly, Cooppoo and Goorawappa to the said Annansawmy and then being in arrear and unpaid and upon that accounting the said Teangaroyan, Cooly, Cooppoo and Goorawappa were then and there found to be in arrear and indebted to the said Annansawmy in the further Sum of one thousand Star Pagodas of like Current Money of Madras and being so found in arrear and indebted they the said Teangaroyan Cooly Cooppoo and Goorawappa in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Annansawmy to pay him the said last Mentioned Sum of Money when they the said Teangaroyan, Cooly, Cooppoo and Goorawappa should be thereto afterwards Requested Yet the said Teangaroyan Cooly, Cooppoo and Goorawappa not regarding their aforesaid several Promises and Undertakings so by them Made in Manner and form aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Annansawmy in this behalf have not nor have nor hath any or either of them, Yet paid the said several Sums of

of them or any part thereof to the said Annansawmy (altho' so to do they the said Teangaroyan, Cooly, Cooppoo and Goorawappa were requested by the said Annansawmy afterwards to wit, on the same day and Year last aforesaid and often afterwards to wit, at Madras aforesaid) But they to do this have and each of them hath hitherto wholly refused and still do and each of them doth refuse to the damage of the said Annansawmy of one thousand Star Pagodas and therefore he brings his suit &c.

And Now at this day that is to say on the second day of March in this Term until which day the said Teangaroyen - Cooly Cooppoo and Goorawappa had leave to imparle to the said Plaint and then to answer the same &c. as well the said Annansawmy by his said attorney as the said Teangaroyen Cooly, Cooppoo and Goorawappa by Charles Walters their attorney do come before the Court here - and the said Teangaroyen, Cooly Cooppoo and Goorawappa Defend the Wrong and injury when &c. and thereupon the said Annansawmy prays that the said Teangaroyen, Cooly Cooppoo and Goorawappa may answer to his said Plaint - Whereupon the said attorney of the said Teangaroyen Cooly, Cooppoo and Goorawappa says that he is not informed by the said Teangaroyen, Cooly, Cooppoo and Goorawappa of any answer to be given for them in the premises, Nor doth he say any thing in bar or preclusion of the said action of the said Annansawmy - Whereby the said Annansawmy remains therein Undefended against the said Teangaroyen, Cooly, Cooppoo and Goorawappa - And because it is Suggested and proved and Manifestly appears to the Court here that the said Manaly Annansawmy hath sustained damages, by Occasion of the premises over and above his Costs and Charges by him about his Suit in this behalf Expended to four hundred and Ninety six Pagodas - It is Considered by the said Court here that the said Annansawmy do recover against the said Teangaroyen, Cooly, Cooppoo and

Judgment against the Defts. by default of their Plea this 8th April 1802

and Goorivappa his Damages aforesaid to the said Sum of three hundred and Ninety Six Pagodas and also three hundred and eleven Star Pagodas and Eleven Fanams for his said Costs and Charges by the Court here adjudged to the said Annasawmy and with his assent which said in the whole amount to three hundred and eighty four Pagodas and forty one Fanams - and the said Teangarayen Cooly Coopoo and Goorivappa in Mercy &c.

Mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the First Term in the Year one Thousand eight hundred and two -

Fort St. George Madras } Streerungum Bauboo Row put in his place and stead George Mc. Mahon as his attorney against
Jemauldeen Saib and Goolam Hyder Saib in a Plea of debt -

Fort St. George Madras } The said Jemauldeen Saib and Goolam Hyder Saib put in their place Charles Walter his
Attorney at the Suit of the said Streerungum Bauboo Row in the Plea aforesaid -

Be it remembered that in the First Term in the Year of our Lord one Thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Streerungum Bauboo Row by George Mc. Mahon his Attorney and brought into the said Court then here his certain Plaint against Jemauldeen Saib & Goolam Hyder Saib in a Plea of debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint followeth in these words to wit -

Fort Saint George to wit. } Streerungum Bauboo Row of Madras Inhabitant by George Mc. Mahon his Attorney Complains against Jemauldeen Saib and Goolaum Hyder Saib Mahometan Inhabitants of Madras and as such persons subject to the Jurisdiction of this Honorable Court of a Plea that they the said Jemauldeen Saib and Goolaum Hyder Saib render to him the said Streerungum Bauboo Row Eight hundred and thirty four Pagodas thirty four Fanams and forty Cash which they owe to and unjustly detain from him for that whereas the said Jemauldeen Saib and Goolaum Hyder Saib on the thirty first day of December in the Year of our Lord one thousand eight hundred and one at Madras aforesaid by their certain writing obligatory sealed with the Seals of the said Jemauldeen Saib and Goolaum Hyder Saib and now shewn to the Court of our Lord the King here the date whereof is the day and Year aforesaid acknowledged themselves to be held and firmly bound to the said Streerungum Bauboo Row in the said Eight hundred and thirty four Pagodas thirty four Fanams and forty

Plaint in debt with Warrant of Attty to confess Judgment filed on the 17th day of April 1802 -

forty cash to be paid to the said Streerungum Bauboo Row when they should be afterwards thereunto required - Nevertheless the said Samaulbeen Saib and Goolaum Hyder saib (although often required to pay them) have not nor hath either of them paid the said Streerungum Bauboo Row the said Eight hundred and thirty four Pagodas Thirty four Fanams and forty cash or any part thereof but have hitherto altogether refused and still refuse so to do to the damage of the said Streerungum Bauboo Row one hundred Pagodas and therefore he brings his Suit &c.

And the said Samaulbeen Saib and Goolaum Hyder saib by Charles Walkers their attorney come and Defend the wrong and injury When &c. and say Nothing in bar or preclusion of the said action of the said Streerungum Bauboo Row whereby the said Samaulbeen saib and Goolaum Hyder saib remain therein undefended against the said Streerungum Bauboo Row - Therefore it is Considered that the said Streerungum Bauboo Row recover against the said Samaulbeen Saib and Goolaum Hyder saib his said Debt and also four hundred Sixty four Pagodas thirty five Fanams and twenty cash for his Damages which he has sustained by occasion of the detaining thereof by the Court here adjudged to the said Streerungum Bauboo Row and with his assent and the said Samaulbeen Saib and Goolaum Hyder Saib in Mercy &c.

And thereupon the said Streerungum Bauboo Row by Gregor Mc Mahon his attorney prays a Writ of Error and the King to be informed to the Sheriff to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Samaulbeen saib and Goolaum Hyder Saib the Sum of four hundred and Sixty four Pagodas thirty five Fanams and Twenty Cash - And it is granted unto him returnable here on the Twenty Second day of April Instant

Judgment signed on behalf of the Plaintiff 17th April 1802.

W. Semple Dr Porter

Mercy

Writ of Execution issued this 19th day of April 1802.

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sulivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the First Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss - } Nauna Chinnappia Chittyar puts in his place Emanuel Samuel his attorney to sue against Terapaukum Colandiappa Naicker in a Plea of assumpsit -

Fort St George Madras ss - } The said Terapaukum Colandiappa Naicker puts in his place Robert orme his attorney at the Suit of the said Nauna Chinnappia Chittyar in the Plea aforesaid -

Fort St George Madras ss - } Be it Remembered That in the First Term in the Year of our Lord one thousand eight hundred and two - before the said Supreme Court of Judicature at Madras came Nauna Chinnappia Chittyar by Emanuel Samuel his attorney and brought into the said Court then there his Certain Plaint against Terapaukum Colandiappa in a Plea of assumpsit and there are Pledges for the Prosecution to wit John Doe & Richard Roe which said Plaint follows in these words - Madras Nauny Chinnappia Chittyar by Emanuel Samuel his attorney Complains of Terapaukom Colandiappa Naicker an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honble Court - For that Whereas the said Colandiappa on the Twenty second day of August in the Year of Christ one thousand seven hundred and Ninety nine to wit at Madras made his certain Instrument in writing in the Malabar Language purporting to be and Commonly called a Malabar Bond his own proper hand being thereunto Subscribed and bearing date the day and year aforesaid and then and there delivered the same Instrument in writing to the said Chinnapia by which said Instrument in writing he the said Colandiappa acknowledged that on the day of the

Plaint in assumpsit filed 20th April 1802

the making thereof he the said in consequence of the request aforesaid promised and undertook of the said Chimappia the Sum of Two hundred and Forty Star Pagodas Current Money of Madras and did thereby engage to pay to the said Chimappia the same sum on or before the Sixth day of October then next together with all such Interest as should or might become due thereon at the rate of twelve per Cent per Annum By Means whereof the said Colandiappa became liable to pay the said Chimappia the said Sum of Money in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing And being so liable he the said Colandiappa in Consideration thereof afterwards to wit on the said Twenty second day of August in the Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chimappia to pay him the said Sum of Money in the said Instrument in writing Specified according to the tenor and Effect of the said Instrument in writing And Whereas the said Colandiappa afterwards to wit on the first day of March in the Year of Christ one thousand eight hundred and two at Madras aforesaid accounted with the said Chimappia of and Concerning divers other Sums of Money before that time due and owing from the said Colandiappa to the said Chimappia and then being in arrear and unpaid and upon the same the said Colandiappa was then and there found to be in arrear and indebted to the said Chimappia in the Sum of three hundred Star Pagodas of Current Money of Madras and being so found in arrear and indebted he the said Colandiappa in consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Chimappia to pay him the said last mentioned sum of Money when he the said Colandiappa should be thereto afterwards Requested: Yet the said Colandiappa not regarding his said several promises and Undertakings so by him in Manner and form aforesaid made but Contriving

said Chimappia in this behalf hath not yet paid the said several Sums of Money or any or either of them or any part thereof to the said Chimappia (although so to do he the said Colandiappa was requested by the said Chimappia afterwards to wit on the same day and Year last aforesaid and often times at Madras aforesaid) But to pay the same or any part thereof to the said Chimappia He the said Colandiappa hath hitherto wholly refused and still doth refuse to the damage of the said Chimappia of Two hundred Star Pagodas and therefore he brings his Suit &c.

Plea

Robt Orme by Warrant of Attorny annexed 10th April 1802 — And the said Colandiappa by Robert Orme his Attorny comes and defends the wrong and injury when &c and says that he Cannot deny the said action of the said Chimappia nor but that he the said Colandiappa did undertake and promise in manner and form as the said Chimappia hath above thereof Complained against him nor but that the said Chimappia hath sustained damages on Occasion of the not performing the said several promises and Undertakings to the Sum of three hundred and fifteen Pagodas and thirty three Fanams parcels of the damages in the said Plaint Mentioned as by the said Plaint is above Supposed And thereupon the said Chimappia prays Judgment and his damages so acknowledged together with his Costs and Charges by him about his Suit in this behalf expended to be adjudged to him and therefore it is Considered that the said Chimappia recover against the said Colandiappa his damages aforesaid to Pagodas three hundred and fifteen in form aforesaid acknowledged and also Thirty five Pagodas and thirty eight Fanams for his said Costs and Charges by the Court here adjudged to the said Chimapia and with his assent which damages, Costs and Charges in the whole amount to Pagodas three hundred and fifty Pags ₹ 39 fms and the said Colandiappa in Mercy &c.

Judgment signed 12th April 1802 —

Judgment signed on behalf of the Plaintiff 20th April 1802

Dr Temple Dr Bill

mercy —

writ of Execution issued this 20th April 1803.

And thereupon the said Chimapia by Emanuel Samuel his Attorny prays a writ of our Lord the King to be directed to the Sheriff to Cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Colandiappa the Sum of 350 Pags ₹ 38 fanams - and it is granted unto him returnable here on the thirteenth day of April Instant.

In the Supreme Court of Judicature at Madras

First Term in the Year of our Lord one thousand eight hundred and two -

Plea side

Fort St George Madras ss } Mambalam Ramah Naicker puts in his place Robert Orme his Attorney against Teruvallore Teagaroya Moodeliar and Teruvallore Venkatachellum Moodeliar the personal Representatives of Teruvallore Teruvangadam Deceased in a Plea of Debt.

Fort St George Madras ss } The said Teruvallore Teagaroya Moodeliar and Teruvallore Venkatachellum Moodeliar in their own persons at the Suit of the said Mambalam Ramah Naicker in the Plea aforesaid -

Fort St George Madras ss } Be it Remembered that as of the First Term in the Year one Thousand Eight hundred and one before the said Supreme Court of Judicature at Madras came Mambalam Ramah Naicker by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against Teruvallore Teagaroya Moodeliar and Teruvallore Venkatachellum Moodeliar the personal Representatives of Teruvallore Teruvangadam deceased in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St George Madras ss Mambalam Ramah Naicker by Robert Orme his attorney complains of Teruvallore Teagaroya Moodeliar and Teruvallore Venkatachellum Moodeliar being the personal Representatives of Teruvallore Teruvangadam Deceased, according to the Laws and Customs of the Natives, and having as such personal Representatives administered and taken possession of the Estate and Effects which were of the said Teruvallore Teruvangadam at the time of his death and the said Teruvallore Teagaroya Moodeliar and Teruvallore Venkatachellum Moodeliar being Inhabitants of Madras are as such Subjects

Plaint in debt filed 21st November 1801

subject to the Jurisdiction of this Honorable Court of a Plea of Debt by Bill &c whereby the said Mambalam Ramah Naicker demands of him the said Mambalam Ramah Naicker Five hundred and Sixty Star Pagodas of the Current Money of Madras which he owes and unjustly detains from him. &c. That whereas the said Teruvallore Teruvengadom in his life time, to wit, on the Eighteenth Day of July in the year of Our one thousand Seven hundred and Ninety eight at Madras aforesaid, by his certain writing obligatory in the Malabar Language sealed with the Seal of the said Teruvallore Teruvengadom and duly executed according to the Customs of the Natives, here into to this Court now here shown the date whereof is the same Day and Year aforesaid acknowledged by the Name of Teruvengadom that in consequence of his urgent occasion he had mortgaged to the said Mambalam Ramah Naicker his the said Teruvallore Teruvengadom's House and Ground situated at Kotty Naick Street in Valudalungoy Nadrayana Modeliar's Street, North to Manally Modeliar Kistna Modeliar's Ground and the Chowltry &c Bill of Sale of the Premises which he the said Teruvallore Teruvengadom purchased from Pedapanaiah Modeliar Administrator of Chengalvaroy Mootliar deceased, together with the Bill of Sale of the Houses given in the Name of the said Teruvallore Teruvengadom by the Court that all two Bills of Sale; and the said Teruvallore Teruvengadom did thereby also acknowledge to have borrowed the Sum of Four hundred Star Pagodas, Current Money of Madras, which sum the said Teruvallore Teruvengadom did thereby engage to repay him the said Mambalam Ramah Naicker on or before the Eighteenth Day of July then next with all such Interest as should or might become due thereon at the rate of Twelve p Cent p annum indefault of which the said Mambalam Ramah Naicker was thereby empowered to foreclose in the Honorable Mayor's Court and recover it with Costs of Charges by disposing the Houses he the said Teruvallore Teruvengadom was not to contest by pleading or Plea and Answer thereto and the said Mambalam Ramah in fact saith that there is now due and owing to him for Principal Interest upon the said Writing

Sixty Star Pagodas, Current Money of Madras aforesaid, Nevertheless the said Teruvallore Teruvengadom in his life time and the said Teruvallore Teagaroya Modeliar and Teruvallore Venkatachellum Modeliar since the death of the said Teruvallore Teruvengadom (although often requested &c) have not nor hath either or any of them yet paid the said Sum of five hundred and Sixty Star Pagodas, above demanded or any part thereof to the said Mambalam Naicker but to pay the same or any part thereof, to the said Mambalam Ramah Naicker the said Teruvallore Teruvengadom in his life time wholly refused and the said Teruvallore Teaghroya Modeliar and Teruvallore Venkatachellum Modeliar as such personal Representatives as aforesaid after the death of the said Teruvallore Teruvengadom have and each of them hath hitherto wholly refused, and still do, and each of them still doth refuse so to do to the Damage of the said Mambalam Ramah Naicker of one hundred Star Pagodas and therefore he brings Suit &c.

And Now at this Day that is to say on the Second Day of March in the Year of our Lord one thousand eight hundred and two in this same Term the said Teruvallore Teagaroya Modeliar and Teruvallore Venkatachella Modeliar in their own Persons come and say that they cannot deny the said Action of the said Mambalum Ramah Naicker nor but the said Bond is the Deed of the said Teruvallore Teruvengadom nor but that they the said Teruvallore Teagaroya Modeliar and Teruvallore Venkatachellum Modeliar personal Representatives as aforesaid detain from the said Mambalam Ramah Naicker the said Five hundred and Sixty Star Pagodas in manner and form as the said Mambalam Ramah Naicker hath above complained against them - Therefore it is Considered that the said Mambalam Ramah Naicker recover against the said Teruvallore Teagaroya Modeliar and Teruvallore Venkatachellum Modeliar personal Representatives as aforesaid his said Debt and also forty nine Star Pagodas and four fanams for his damages which he hath sustained, as well by occasion of the detaining thereof, as for his Costs and Charges by him about his Suit in this behalf Expended

Judgment signed on behalf of the Plaintiff 19th April 1802
H Templer
Dr Scott

Expended agreeable to the said Honorable Court's Decree by the appellee, Levied of the Goods and Chattels which were of the said Irrawallore Ven-
gadom at the time of his death and the said Irrawallore Kuppaiyah Mudeliar
and Irrawallore Vencatachellum Mudeliar are duly ap-
pointed Executors of the said Irrawallore Vengadom deceased

mercy

Writ of Caution issued the 22nd day of April 1802.

Filed thereupon the said Honorable Court's Register by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to levy and make of the Goods, Lands, Debts and Other Effects which belong to the said Irrawallore Vengadom deceased in the hands of the said Irrawallore Kuppaiyah and Irrawallore Vencatachellum Mudeliar the personal Representatives of the said Irrawallore Vengadom deceased or either of them the sum of six hundred and Twenty Nine Pagodas and four Fanams - and it is granted unto him returnable here on the Fourth Sitting after the

In the Supreme Court of Judicature at Madras

Plea side

First Term in the Year of our Lord one thousand eight hundred and one -

Fort Saint George Madras ss - } Appawier puts in his place Charles Walters his attorney against Venkoo Doss Praboo Doss and Putty Latchman in a Plea of Trespass on the Case -

Fort Saint George Madras ss - } The said Venkoo Doss Praboo Doss and Putty Latchman puts in their place Robert Orme their attorney at the Suit of the said Appawier in the plea aforesaid -

Fort Saint George Madras ss - } Be it remembered that in the third Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honorable Court all the Proceedings and Records of the said Court of the Recorder) came Appawier by Charles Walters his attorney and brought into the said last Mentioned Court then there his Certain

Plaint in Trover filed 17th July 1801

Plaint against Venkoo Doss, Praboo Doss and Putty Latchman in a plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort St George Madras Appawier by Charles Walters his attorney Complains of Venkoo Doss Praboo Doss and Putty Latchman who are Inhabitants of Madras and reside within the Jurisdiction of this Honorable Court - For this that whereas the said Appawier on the third day of January in the Year of our Lord one thousand eight hundred and one to wit at Madras aforesaid was possessed of certain Goods and Merchandizes to wit Two hundred Shalls of the Value of three thousand Pagodas as of the proper Goods and Merchandizes of the said Appawier and being so thereof possessed the said Appawier afterwards to wit on the same day and year aforesaid at Madras aforesaid Casually lost the said Shalls Goods and Merchandizes out of his hands and possession, which said Shalls Goods and Merchandizes so lost, afterwards to wit on the same day and year aforesaid at Madras aforesaid came to the hands and possession of them the said Venkoo Doss Praboo

Doss

Doss. and Putty Latchman who joined the same - Nevertheless they the said Venkoo Doss, Praboo Doss and Putty Latchman well knowing the said Goods and Merchandizes aforesaid to be the Goods and Merchandize of him the said Appawier and of right to him the said Appawier to belong and appertain but Contriving and fraudulently intending the said Appawier in the behalf aforesaid Hath not as yet delivered the said Shalls Goods and Merchandizes or any or either of them or any part thereof to the said Appawier altho' often requested by him so to do, but on the Contrary thereof the said Venkoo Doss, Prabo Doss and Putty Latchman afterwards to wit on the first Day of March in the year aforesaid at Madras aforesaid to their own proper use Converted and disposed of the said Shalls, Goods, and Merchandizes, to the damage of the said Appawier Five thousand Pagodas and therefore he produces Suit &c

importance

And Now in this same Term that is to say on the twenty fourth day of September, whilst which day the said Venkoo Doss, Prabo Doss and Putty Latchman had leave to impart to the said Rule and then to answer the same at which day before the said Supreme Court at Fort St George at Madras Comes as well the said Appawier by his said attorney as the said Venkoo Doss Prabo Doss and Putty Latchman by Robert their attorney and the said Venkoo Doss, Prabo Doss and Putty Latchman defend the wrong and injury when &c and say that they are not guilty of the premises above laid to their Charge in manner and form as the said Appawier hath above thereof complained against them and of this they put themselves upon the Court, and the said Appawier doth the like &c

Issue Joined

And Now at the Sittings after this same Term in the year aforesaid that is to say on the Twenty third day of October to which day was given as well to the said Appawier as to the said Venkoo Doss Prabo Doss and Putty Latchman to inform the Court of the Premises, at which day come the said Venkoo Doss, Prabo Doss and Putty Latchman by their said Attorney, and the said Appawier although Solemnly required comes not but makes default - and the said Court having heard the respective Allegations of the Parties and Examined the truth thereof, and duly and deliberately Considered the Evidence proceeded to Consider

of and upon the premises and after the said Court had Considered thereof and agreed among themselves, they were ready and prepared to give their Verdict in this behalf, upon which the said Appawier being Solemnly Called comes not, nor does he further prosecute his Plaint against the said Venkoo Doss Prabo Doss and Putty Latchman - Therefore it is considered that the said Appawier take Nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c and that the said Venkoo Doss Prabo Doss and Putty Latchman do go thereof without day &c And it is further Considered by the said Court here that the said Venkoo Doss, Prabo Doss and Putty Latchman do Recover against the said Appawier one hundred and seventy two Pagodas twenty eight fanams and sixty Cash for their Costs and Charges by them laid out about their defence in this behalf by the said Court now here adjudged to the said Venkoo Doss, Prabo Doss and Putty Latchman and with their assent, and that the said Venkoo Doss Prabo Doss and Putty Latchman have Execution thereof &c

Judgement signed on behalf of the Defendant 19th April 1802

Dr Temple Dr Brett

said Archibald in Consideration thereof aforesaid to and with the same by
year last aforesaid at Fort Saint George Madras aforesaid undertook and
and there faithfully promised the said James to pay him the said Sum of
last Mentioned whenever aforesaid he the said Archibald should be
Requested - And whereas also the said Archibald aforesaid
same Day and year last aforesaid at Fort Saint George Madras aforesaid
indebted to the said James in the further Sum of eight hundred Star Pagodas
of like Current Money for so much Money by the said James before the
time lent and advanced to the said Archibald at his like special instance
and Request and being so indebted he the said Archibald in Consideration
thereof aforesaid to and with the same Day and year last aforesaid at Fort
Saint George Madras aforesaid undertook and then and there faithfully promised
the said James to pay him the said Sum of Money last mentioned when
afterwards he the said Archibald should be thereunto Requested - And
the said Archibald not regarding his said several promises and undertakings
so by him Made in Manner and form aforesaid but Contriving and fraudulently
intending Craftily and Subtilly to deceive and defraud the said James in this
behalf hath not yet paid the said several Sums of Money or any of them or
part thereof to the said James (Although the said Archibald aforesaid
unto on the same Day and Year last aforesaid and often times afterwards
at Fort Saint George Madras aforesaid was Requested by the said James to
pay him the same) But the said Archibald to pay him the same hath hitherto
wholly Refused and still doth Refuse to the Damage of the said James of
Eight hundred Star Pagodas and therefore he brings Suit &c

And Now in this same Term that is to say on the twenty first
day of September whilst which Day the said Archibald had leave to imparl
to the said Plaint and then to answer the same at which day before the said
Supreme Court of Judicature at Madras comes as well the said James
by his said Attorney as the said

Attorney and the said Archibald defends the Wrong and injury when &c
and says that he did not undertake and promise in Manner and form as the
said James hath above thereof Complained against him and of this he
puts himself upon the Court and the said James doth the like &c

3 June Issued

And Now at the Sittings after this same Term that is to say
on the Twenty fourth day of October in the year aforesaid to which day
was given as well to the said James as to the said Archibald to inform
the Court of the Premises at which Day came the Parties aforesaid by
their said Attorneys and the said Court having heard the respective
Allegations of the said Parties and Examined the truth thereof and duly
and Deliberately Considered the Evidence say that the said Archibald did
promise and Undertake in Manner and form as the said James hath above
thereof Complained against him and they assess the Damages of the said
James on occasion of the Premises besides his Costs and Charges by
him about his Suit in this behalf Expended to Eighty one Pagodas -
Therefore it is Considered that the said James do recover against the
said Archibald his Damages aforesaid in form aforesaid assessed and also
one hundred and fifty two Pagodas and twenty eight fanams for his said
Costs and Charges by the said Court Now here adjudged to the said James
with his assent which said Damages, Costs and Charges in the whole
amount to Two hundred and thirty three Pagodas and twenty eight
fanams and the said Archibald in Mercy &c.

Judgment signed on
Lilly of Counsel with
24th April 1802

Fees Sample
Do Writ

Mercy

And thereupon the said James by Robert Orme his Attorney
prays a writ of our Lord the King to be directed to the Sheriff to cause him to take
the body of the said Archibald in Satisfaction of his debt - and it is granted
unto him returnable here on the -

Commitment issued
this 27th Day of April
1802

Pleas before the Honble Sir Thomas Strange Knt
Chief Justice and the Honble Sir Henry Gwillim and
Sir Benjamin Sullivan Knights Puisne Judges of the
Supreme Court of Judicature at Madras of the First
Term of our Lord one Thousand eight hundred and two

Fort St George
Madras ss. } Thomas Parry, Henry Hall, James Connell and John Chinnery late
of Madras Merchants Copartners in Trade carrying on Business there under the
Firm Emanuel Samuel their Attorney against John Fod, Charles Baker and William
Hart in a Plea of Debt.

Fort St. George
Madras ss. } The said John Fod, Charles Baker and William Hart late of Madras
aforesaid but now in this place by Robert Orme their Attorney at the Suit of the said Thomas Parry, Henry Hall, James Connell and John
Chinnery in the Plea aforesaid.

Be it Remembered that on the First Term in the Year of our Lord One Thousand
Court of Judicature at Madras came Thomas Parry, Henry Hall, James Connell and John Chinnery
by Emanuel Samuel their Attorney and brought into the Court here then and there their
Certain Plaint against the said John Fod, Charles Baker and William Hart in a Plea
of Debt and Pledges for the Prosecution to wit John Doe and Richard Roe
which said Plaint followeth in these words

Madras towit -

Thomas Parry, Henry Hall, James Connell and John Chinnery by Emanuel
Samuel their Attorney Complain of John Fod, Charles Baker and William
Hart being British Subjects and Inhabitants of Madras and as such
Subject to the Jurisdiction of the Honble Court of the Recorder that they render to the
said Thomas, Henry, James and John Chinnery Twenty two Thousand Star
Pagodas of Lawful Current Money of Madras which they owe to and unjustly
detain from them the said Thomas, Henry, James and John Chinnery For
that Whereas the said John Fod, Charles and William on the second day of
July in the Year of our Lord One thousand and eight hundred to wit at
Madras by their Certain Writing obligatory Sealed with the respective
Seals of the said John Fod, Charles and William and to the Court here
now shewn the Date whereof is the day and Year aforesaid acknowledged
themselves to be held and firmly bound to the said Thomas Henry, James
and John Chinnery in the said Twenty Two Thousand Pagodas to be paid

Plea filed 27th February 1802

Plaint in Debt filed 8th February 1802 -

to the said Thomas Henry James and John Chinnery when they the said
John Fod, Charles and William should be thereto afterwards requested
Yet the said John Fod, Charles and William (altho' often requested so
have not nor have nor hath any or either of them yet paid the said Twenty
two Thousand Star Pagodas above demanded or any part thereof to the said
Thomas, Henry, James and John Chinnery or to any or either of them but to
pay the same or any part thereof to the said Thomas, Henry, James and John Chinnery
or to any or either of them they the said John Fod, Charles and William have
and each and every of them hath hitherto wholly refused and still do and each
of them doth refuse To the damage of the said Thomas, Henry, James and John
Chinnery of Five Hundred Star Pagodas and therefore they bring their Suit &c

And the said John Fod, Charles and William by Robert Orme their
Attorney come and defend the Wrong and Injury &c and pray Oyer of the
Writing obligatory in the said Plaint mentioned and it is read to them in these
words to wit Know all Men by these Presents that We John Fod now residing
in Madras Merchant late a Partner in the House of Messrs Fod and Miller of Calcutta
and Charles Baker and William Hart of the House of Colt Baker and Company trading
Merchants jointly and severally held and firmly bound unto Thomas Parry, Henry
Hall, James Connell and John Chinnery the acting Committee of the New Madras
Insurance Company in the penal Sum of Twenty two Thousand Pagodas Current
Money of Madras to the payment whereof well and truly to be made to the said
Thomas Parry, Henry Hall, James Connell and John Chinnery their Heirs Executors
Administrators and Assigns We bind ourselves and each of us our and each of our
Heirs Executors Administrators and Assigns firmly by these Presents In Witness
Whereof we have hereunto set our hands and Seals in Madras aforesaid this
Second day of July and in the Year of our Lord One thousand and eight hundred
They also pray Oyer of the Recital and Condition of the said Writing obligatory
and they are read to them in these words to wit - Whereas the House of Messrs
Colt

being good and Sufficient proofs to their Satisfaction or otherwise by the Verdict of
a Court of Law that the said Company were liable to pay the Sum insured upon
by the said Policy on the Cargo of the said Ship Eliza which has been assigned by
the said Company upon Confidence as aforesaid. or in Default thereof whether the said John
Fod or the said Charles Baker and William Hart or either of them Their or either of
their Heirs Executors Administrators or assigns to and shall without further Order
or Delay pay and refund or Cause to be paid and refunded unto the said Thomas Peter
Henry Hall, James Cowell and John Chimney or to the Committee of the Madras
Insurance Company for the time being the said Sum of Eleven Thousand Pagodas so
paid to the said John Fod as aforesaid for the Ship or the Cargo of the Eliza
together with Interest for the same after the rate of eight per Cent per
Annum from the time when the same was paid by the said John Fod as aforesaid
until it shall be repaid them and in either of such Cases the above Written obligation
to be void and of none effect Otherwise to be and remain in full force and Virtue
Which being read and heard the said John Fod, Charles and William say that
they ought not to be charged with the said Debt by reason of the said recited
obligatory because they say that the said recited obligatory is not their Deed. and
of this they put themselves upon the Court - And the said Henry Henry James
and John Chimney do the like -

Oyer filed
13th March 1802

And Now at this Day that is to say on Friday the
nineteenth day of March in this Term as well the said Thomas Henry James and
John Chimney as the said John Fod Charles and William do come before this Court
here whereupon all and Singular the premises being seen and by the Court here
fully Understood - It appears to the said Court here that the recited obligation
in the said Plaint of the said Thomas Henry James and John Chimney mentioned
is the Deed of them the said John Fod Charles and William and this being
considered by the said Court here that the said Thomas Henry James and John
Chimney do recover against the said John Fod

Judgment signed on the Deed of the Plaintiffs
24th April 1802.

Sr Temple
Dr Pott & Chimney

Debt - and also their Costs and Charges by them about their Suit in this behalf
Expended - And the said Court hath assessed the Damages of the said Thomas Henry
James and John Chimney by the Occasion of the detaining of their aforesaid Debt
by the said John Fod, Charles and William to the Sum of Twelve thousand five
hundred and ninety three Pagodas and hath adjudged to the said Thomas Henry
James and John Chimney and by their Assents for their said Costs and Charges
the further Sum of one hundred and Twelve Pagodas and forty fanams which
Damages Costs and Charges amount in the whole to the Sum of Twelve thousand
seven hundred and five Pagodas and forty fanams of Lawful Current Money
of Madras and the said John Fod, Charles and William in Mercy &c

Mercy

Pleas Before the Honble Sir Thomas Strange Knight Chief Justice and the Honble Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of the Right Hon[ble] the Recorders Court of Judicature at Madras for the said Town in the Year of our Lord one Thousand eight hundred and two

Fort St George Madras ss

Moogaiyore Nincapen plt in his plaint Charles Hudson his Attorney against Cavalam Cherappen in a Plea of Trespass in the Case upon Promises

Fort St George Madras ss

Cavalam Cherappen plt in his plaint Thomas Dorey his Attorney against the Suit of the said Moogaiyore Nincapen in the Plea aforesaid

Be it remembered in the first day of March in the Division of the Year of our Lord Christ 1802 before the said Supreme Court of Judicature at Madras came Moogaiyore Nincapen by Charles Hudson his Attorney and brought in to the said Court then there his Certain Plaint against Cavalam Cherappen in his Plea of Trespass in the Case upon Promises and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Madras to wit

Moogaiyore Nincapen by Charles Hudson his Attorney Complains of Cavalam Cherappen being Inhabitant of Madras and as such a person Subject to the Jurisdiction of the Honorable Court For that Whereas the said Cherappen to wit on the Eleventh day of June in the Year of Christ one Thousand eight hundred and one at Madras aforesaid Made his Certain Note in writing his own proper hand being thereunto Subscribed bearing date the same day and Year aforesaid and then and there delivered the said Note to the said Nincapen by which said Note he the said Cherappen acknowledged to have borrowed and received of the said Nincapen the Sum of one hundred and Twenty five Star Pagodas of like Current Money of Madras which Sum he the said Cherappen did thereby engage to repay to the said Nincapen / by the Name of Moogaiyore Nincapen on demand with such Interest as should or might become due thereon at the rate of Twelve per Cent per annum by reason whereof he the said Cherappen became liable to pay to the said Nincapen the Sum of money in the said Note specified and the Interest to become

Plaint to a Capias Filed 1st March 1802

due thereon according to the Tenor and Effect of the said Note - And whereas also the said Cherappen afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Nincapen in other one hundred and Twenty five Star Pagodas of like Current Money aforesaid for so much Money by the said Nincapen before that time lent and advanced to the said Cherappen at his Special Instance and Request and being so indebted he the said Cherappen in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Nincapen to pay him the said last Mentioned Sum of Money when he the said Cherappen should be thereto afterwards Requested - And whereas also the said Cherappan afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Nincapen of and Concerning divers other Sum of Money before that time due and owing from the said Nincapen and then being in arrear and unpaid and upon that account he the said Cherappen were then and there found in arrear and indebted to the said Nincapen in another large Sum of Money to wit the Sum of other one hundred and Twenty five Star Pagodas of like Current Money aforesaid and being so found in arrear and indebted he the said Cherappan in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nincapen to pay him the said last Mentioned Sum of Money when he the said Cherappan should be thereto afterwards Requested Yet the said Cherappan Not regarding his said Several Promises and Undertakings so by him Made in this behalf as aforesaid but Contriving

and

and all bobbe Jues and Demands whatsoever both at Law and in Equity
Otherwise howsoever then Subsisting or Might thereafter occur and
said Agreement being so made as aforesaid afterwards to wit on the
Twenty first day of September ... in the aforesaid at Madras aforesaid
in Consideration that the said Accalacamadoo at the Special instance and
request of the said Sannacey Naidoo had then and there undertaken and
faithfully promised to perform and fulfill the Before mentioned agreement
in all things on his part and behalf to be performed and fulfilled the said
Sannacey Naidoo then and there undertook and to the said Accalacamadoo
then and there faithfully promised that he the said Sannacey Naidoo would
perform and fulfill the said agreement in all things therein contained on
his part and behalf to be performed and fulfilled and the said Accalacamadoo
further says that the said Gungarajah being duly Sworn made and
=ded as aforesaid and having taken upon himself the charge and duty of the
Award did afterwards on the fifteenth day of March in the Year ...
... at Madras aforesaid in due Manner Make and Publish his
Award in Writing of and Concerning the Matters in difference at the time of the
Making of the said agreement so Referred to him as aforesaid then ready to be
Declared to the said Accalacamadoo and the said Sannacey Naidoo and
Date the same day and Year last aforesaid and thereby he the said Gunga
=rayah did amongst other things award order Direct and determine of
and Concerning the aforesaid Matters in Difference at the time of the making of
the said Agreement that the said Sannacey Naidoo should well and truly pay
to the said Accalacamadoo for his Services as Syrang the Sum of Five hundred
and Sixty Nine Rupees and the further Sum of Two hundred and Seventy five
Pagodas and four Fanams the amount of two Garces of Rice Making the Sum
of Five Hundred and Sixty Nine Rupees and four Fanams all which
Premises the

day of March in the Year aforesaid at Madras aforesaid had Notice by reason
of which Premises the said Sannacey Naidoo became liable to pay to the
said Accalacamadoo the said Sum of Five hundred and Sixty nine
Rupees according to the form and Effect of the said award and which
the said Sannacey Naidoo in Consideration thereof ought to have paid
to the said Accalacamadoo according to the form and Effect of the said
agreement and the said promise and Undertaking of the said Sannacey
Naidoo so made as aforesaid Yet the said Sannacey Naidoo not regarding
the said agreement nor his said promise and Undertaking by him in this
behalf made as aforesaid but Contriving and fraudulently intending
craftily and Subtilely to deceive and defraud the said Accalacamadoo hath not yet
paid to the said Accalacamadoo the said Sum of Money or any part thereof in the
day of March and often afterwards at Madras aforesaid was thereunto requested
by the said Accalacamadoo but to pay the same or any part thereof to the said
Accalacamadoo he the said Sannacey Naidoo hath hitherto wholly refused
and Still doth refuse so to do Contrary to the form and effect of the said
Agreement and the said Promise and Undertakings of the said Sannacey
Naidoo so made as aforesaid and to the damage of the said Accalacamadoo
Seven hundred Rupees and therefore he produces his Suit -

And the said Sannacey Naidoo by Charles Walkers his
Attorney Comes and defends the Wrong and Injury when &c and says that
he did not undertake and promise in Manner and form as the said Accala-
=camadoo hath above thereof Complained against him - and of this he puts
himself upon the Court &c - And the said Accalacamadoo doth the like &c

Plea filed the 2d day of March 1802 -

Issue Joined

At which day, before the said Supreme Court of Judicature at
Madras came the parties aforesaid, by their Attornies aforesaid, and thereupon
the

Second Term of the year 1802

the said Saumacy Naidoo by his said Attorney to Engroßes his said Plea by him above Pleaded and Saith that he cannot deny the said debt of the said Accalacamadoo Nor but that he did undertake and promise in Manner and form as the said Accalacamadoo hath above Complained against him Nor but that the said Accalacamadoo hath Sustained damages by Occasion of the Non performance of the said Assumpsit and undertaking in the said Declaration Mentioned to three hundred Rupees and therefore the said Accalacamadoo prays that the said damages so ackowledged may be adjudged to him - Therefore it is Considered that the said Accalacamadoo recover against the said Saumacy his said damages above acknowledged to three hundred Rupees by the Court of our Lord the King now here adjudged to the said Accalacamadoo and by his assent &c

Judgment signed on behalf of J. Steinhoff 5th May 1802

W Semple
Dr Roth

Commitment issued this 5th May 1802

And thereupon the said Accalamadoo by Georgy Naidoo his Attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to take the body of the said Saumy Naidoo in Custody of his debt - and it is granted unto him returnable here on the Eighth day of May Instant

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gibbon and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Byry Goorcovappa Naidoo puts in his place Townes Disney his attorney against Very Nauraimah Naidoo in the Plea of Trespass on the Case -

Fort St George Madras } The said Very Nauraimah Naidoo puts in his place Robert orme his attorney in the Suit of the said Byry Goorcovappa Naidoo in the Plea aforesaid -

Be it Remembered that in the second Term in the year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder Byry Goorcovappa Naidoo by Townes Disney his attorney and brought into the said Cast mentioned Court their Bill against Very Nauraimah Naidoo in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words -

Fort St George Madras to wit } Byry Goorcovappa Naidoo of Madras Inhabitant by Townes Disney his Attorney Complains of Very Nadrasimha Naidoo also of Madras Inhabitant and as such person Subject to the Jurisdiction of this Honorable Court of a Plea of Trespass that he render to him the said Byry Goorcovapah Naidoo the Sum of Four hundred and fifty three Pagodas Seven fanams and forty Cash lawful Current Money of Madras which he owes to him for principal and Interest at foot of a Written Agreement or Native Gentoo Bond and which he unjustly detains from him for this that Whereas the said Very Nauraimha Naidoo on the second day of September in the year of our Lord One thousand seven hundred and ninety one at Madras aforesaid made his Certain Native Gentoo

Plaint in a Plea of Trespass filed 25th May 1801

Gentoo Bond with his proper hand thereunto subscribed bearing date on the day and year last abovementioned and there and there delivered the said Native Gentoo Bond to the said Bury Goorrovappa Naidoo by which said Native Gentoo Bond (now shewn to the Court & duly Proved in Court here) he the said Very Nausimha Naidoo acknowledged to have Borrowed and received of said Bury Goorrovappa Naidoo the Sum of Three hundred and five Pagodas and did engage and Agree to repay the same together with Interest for the same at the rate of twelve per Cent per Annum on or before the Tenth day of November then next following or when he should thereunto afterwards required and being so liable to the said Very Nausimha Naidoo in consideration thereof signed at Madras aforesaid took upon himself and there faithfully promised the said Bury Goorrovappa Naidoo that he the said Very Nausimha Naidoo would well and truly pay and satisfy the said Bury Goorrovappa Naidoo the said Sum of Three hundred and twenty five Pagodas and the Interest thereof Amounting on the whole to the Sum of Three hundred and fifty three Pagodas seven fanams and forty Cash according to the Tenor and Effect of the said Native Gentoo Bond or written Agreement

Yet the said Very Nausimha Naidoo not regarding his said promises and undertakings but contriving and fraudulently intending

to deceive and defraud the said Bury Goorrovappa Naidoo hath not yet paid the said Sum of Four hundred and fifty three Pagodas seven fanams and forty Cash or any part thereof to the said Bury Goorrovappa Naidoo (although to do this the said Very Nausimha Naidoo afterwards the said day and year last abovesaid at Madras aforesaid by the said Bury Goorrovappa Naidoo was requested) but to pay the same the said Very Nausimha Naidoo hath altogether refused to the Damage of the said Bury Goorrovappa Naidoo One thousand Pagodas wherefore he brings his suit and so forth —

And the said Very Nausimha Naidoo by Robert Orme his Attorney comes and defends the wrong and injury when &c. and says, that he did not undertake or promise in manner and form as the said Bury Goorrovappa Naidoo hath above thereof Complained against him, and of this he puts himself upon the Court &c —

And the said Bury Goorrovappa Naidoo doth the like &c so forth —

And Now in this First Term in the year one thousand eight hundred and two that is to say on the Nineteenth Day of March until which time was given to the said Very Nausimmah Naig to answer the said Plaint came as well the said Bury Goorrovappa Naick by his said attorney aforesaid as the said Very Nausimmah Naig by Robert Orme his attorney and the said Very Nausimmah Naig comes and defends the wrong and injury when and so forth as which day before the Justices aforesaid at Madras aforesaid come the parties aforesaid by their attornies aforesaid and thereupon all and singular the premises whereof the parties have put

Plea filed 9th Oct.

Jgm. Issued

and

Judgment signed on behalf of the Plaintiff 8th May 1802 — Dr Semple Dr Pott

and fully understood & Mature & Examination being thereupon had & Hearing Court here and the Justice of the case and the Law aforesaid & it appearing to said Bury Sperumpeck Naig to recover against the said Bury Narrainmma the Sum of Four Hundred and Ninety four Star Pagodas Current Money for his said Debt and his Damages by him sustained as aforesaid against said Bury Narrainmma Naig and also the Sum of one Hundred and four Pagodas and Twenty four Fanams for the Costs and Charges of him the said Bury Sperumpeck Naig which he hath been put to about his said Suit & Relief in the said Debt Damages and Costs in the whole amount to the Sum of Five Hundred Pagodas and Twenty four Fanams and the said Bury Narrainmma Naig is in Mercy &c

Execution issued this 9th May 1802

And thereupon the said Bury Sperumpeck Naig by Emanuel Samuel his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras to levy and make of the Goods, Lands, Debts and other Effects which belong to the said Bury Narrainmma Naig the Sum of Five Hundred Pagodas and Twenty four Fanams And it is granted unto him returnable here on the Eleventh day of May Instant

Pleas Before The Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sulivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras ss. } Pauty Streeramloo Naick puts in his place Emanuel Samuel his attorney against Augustine Burton in a Plea of Trespass on the Case -

Fort St. George Madras ss. } The said Augustine Burton puts in his place Charles Walters his attorney at the Suit of the said Pauty Streeramloo Naick in the Plea aforesaid -

Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and one - before the said Supreme Court of Judicature at Madras came Pauty Streeramloo Naick by Emanuel Samuel his attorney and brought into the said Court then there his certain Plaint against Augustine Burton in a Plea of Trespass on the Case which said Plaint follows in these words to wit -

Madras to wit

Plaint filed the 25th day of September 1801

Pauty Streeramloo Naick by Emanuel Samuel his attorney Complains of Augustine Burton a British Subject and as such a Person Subject to the Jurisdiction of this Honorable Court For this Whereas the said Augustine on the first day of May in the Year of our Lord One thousand eight hundred and one to wit at Madras in and by a certain Instrument or Paper writing his own proper hand being thereunto subscribed - and bearing date the same day and year aforesaid - acknowledged and Expressed that he the said Augustine had borrowed and received of the said Pauty Streeramloo (by the Name and Addition thereby referred to of Pauty Streeramloo Naick of Madras) the full and just Sum of one thousand and fifty Star Pagodas to run at Interest at the rate of twelve per Cent per

per Annum payable on Demand - And the said Augustine hath not
delivered the said Acknowledgment or Written Instrument to the said Pauky
Streeramloo - By reason whereof the said Augustine became liable to pay
to the said Pauky Streeramloo the said Sum of Money in the said Acknowl-
=ment or Written Instrument Specified according to the true and Effect
the said Acknowledgment or Written Instrument - And being so liable
said Augustine in Consideration thereof afterwards to wit on the same day
year aforesaid at Madras aforesaid, undertook and then and there faithfully
promised the said Pauky Streeramloo to pay him the said Sum of Money in
said Acknowledgment or Written Instrument Specified according to the true
and Effect of the said Acknowledgment or Written Instrument - And also
the said Augustine afterwards to wit on the first day of September in
the Year aforesaid at Madras aforesaid was indebted to the said Pauky
Streeramloo in the Sum of two thousand Star Pagodas of like Current Money
of Madras, for Money by the said Pauky Streeramloo before that time had
advanced to the said Augustine and at his special instance and request
And being so indebted, he the said Augustine in Consideration thereof
to wit on the same day and Year last aforesaid, at Madras aforesaid
undertook and then and there faithfully promised the said Pauky Streeram
to pay him the said last mentioned Sum of Money, when he the said Augustine
should be thereto afterwards requested - And whereas the said Augustine
afterwards, to wit, on the same day and Year last aforesaid at Madras afore
was indebted to the said Pauky Streeramloo in the further Sum of two thousand
Star Pagodas of like Current Money of Madras for Money by the said Pauky
Streeramloo before that time paid out, Expended and paid for the said Augustine
and at his like Special instance and request

said Augustine in Consideration thereof, afterwards, to wit, on the same day
and Year last aforesaid at Madras aforesaid, undertook and then and there
faithfully promised the said Pauky Streeramloo to pay him the said last
Mentioned Sum of Money when he the said Augustine should be thereto
afterwards requested - And whereas the said Augustine afterwards
to wit on the same day and year last aforesaid at Madras aforesaid
was indebted to the said Pauky Streeramloo in the further Sum of two
thousand Star Pagodas of like Current Money of Madras, for Money by
the said Augustine before that time had and received to the use of the
said Pauky Streeramloo, and being so indebted, he the said Augustine in
consideration thereof, afterwards, to wit, on the same day and year last
aforesaid at Madras aforesaid, undertook and then and there faithfully promised
the said Pauky Streeramloo to pay him the said last Mentioned Sum of
Money when he the said Augustine should be thereto afterwards Requested
And whereas the said Augustine afterwards, to wit on the same day
and year last aforesaid, at Madras aforesaid, accounted with the said Pauky
Streeramloo of and Concerning divers other Sums of Money, before that time
due and owing from the said Augustine to the said Pauky Streeramloo and
then being in arrear and unpaid and upon that accounting the said Augus-
=tine - was then and there found to be in arrear and indebted to the said Pauky
Streeramloo in the further Sum of two thousand Star Pagodas of like Current
Money of Madras - and being so found in arrear and indebted he the said
Augustine - in Consideration thereof, afterwards to wit, on the same day
and year last aforesaid, at Madras aforesaid undertook and then and
there faithfully promised the said Pauky Streeramloo to pay him the said
last Mentioned Sum of Money when he the said Augustine - should be
thereto afterwards Requested - Yet the said Augustine not regarding his

his aforesaid Funeral promises and Undertakings, in the
Manner and form aforesaid. But Contriving and fraudulently intending
Subtilly to Decline and Defraud the said Pauty Streeramloo
not yet paid the said Funeral Sums of Money or any
thereof, to the said Pauty Streeramloo (altho' often
was Requested by the said Pauty Streeramloo aforesaid
day and Year last aforesaid, and often afterwards, and
aforesaid) but he to do this hath hitherto wholly refused and
the damage of the said Pauty Streeramloo of two thousand
therefore he brings his Suit &c.

Plaint filed the 23d day of December 1801 -

And the said Augustine by Charles Dalton
comes and defends the wrong and injury when &c. and says that he
undertake, or promises in Manner and form as the said Pauty Streeramloo
above thereof complained against him, and of his Defence puts himself
the Court - And the said Streeramloo doth the like -

Plea joined the 15th March 1802

And afterwards a day being given to the Parties
by their Attorneys aforesaid to come before the Court here, at which
said Pauty Streeramloo by his said Attorney as the said Augustine
his said Attorney do come before the Court thereupon, all and
the premises having been seen, and by the Court here fully understood
It appears to the said Court that the said Augustine, not regarding
and promise in Manner and form as the said Pauty Streeramloo hath
thereof Complained against him, and because it is suggested and found
and Manifestly appears to the Court here that the said Pauty Streeramloo
hath sustained damages by Occasion of the Non performance of the said
promises and Undertakings of the said Augustine to the Sum of one
thousand one hundred and eighty Star Pagodas

and Charges by him about his Suit in this behalf Expended It is Consi-
dered by the said Court that the said Pauty Streeramloo do recover
against the said Augustine his damages aforesaid to the said Sum
of one thousand one hundred and eighty Star Pagodas and also Ninety
three Pagodas and twenty eight fanams for his said Costs and Charges
by the Court here adjudged to the said Pauty Streeramloo and with his
assent which said damages Costs and Charges in the whole amount
to one thousand two hundred and Seventy three Star Pagodas and
twenty eight fanams - and the said Augustine in Mercy &c

Judgment signed on behalf of the Plaintiff 13th May 1802 -
P. Semple
Dr Attt

Mercy

Afterwards to wit on the thirteenth day of May in this Term
before the Court comes the said Pauty Streeramloo in his proper Person
and the said Augustine being then present here in Court at the prayer
of the said Pauty Streeramloo, by the Court Now here is Committed to the
Custody of the Sheriff of Madras in Execution for the damages aforesaid
there to remain until the said Pauty Streeramloo shall be fully Satisfied
the damages aforesaid -

Commitment issued this 13th day of May 1802 -

And thereupon the said Pauty Streeramloo by
Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the
Sheriff to cause him to take the body of the said Augustine in Satisfaction
of his debt - And it is granted unto him returnable here on the Seventeenth
day of May Instant -

Pleas before the Worke Sr Thomas Strange Knight Chief Justice and the Worke Sr Henry Gee Worke Sr Benjamin Sullivan Knights Puisne Justices of the Majestys Supreme Court of Judicature of the Second Term in the Year of our Lord one thousand eight hundred and one

Fort St George Madras ss } Luis Barretto Joseph Barretto and Thomas De Souza by Emanuel Samuel their attorney against Antony Babuck in a Plea of Debt

Fort St George Madras ss } The said Antony Babuck in his own person of the Suit of the said Luis Barretto and Thomas De Souza in the Plea aforesaid

Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras come Luis Barretto, Joseph Barretto and Thomas De Souza by Emanuel Samuel their attorney into the said Court then here their Action of Plaint against Antony Babuck late of Madras Inhabitant of Madras in a Plea of Debt and there are pledges for the Prosecution to wit, John Doe and Richard Roe which said Plaint follows in these words

Madras to wit

Plaint filed the 25th day of February 1802

Luis Barretto Joseph Barretto and Thomas De Souza by Emanuel Samuel their attorney Complain of Antony Babuck being in the Town of Madras and as such a person Subject to the Jurisdiction of this Worke Court of a Plea that he render to them the said Luis, Joseph and Thomas two hundred thousand Star Pagodas of lawful Current Money of Madras which he owes to and unjustly detains from them. For that whereas the said Antony on the Twenty fifth day of June in the Year of our Lord one thousand eight hundred and one, to wit, at Madras by his Action writing obligatory sealed with his Seal and now shown to the Court here the date whereof is on the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Luis, Joseph and Thomas in the said sum of two hundred thousand Star Pagodas to be paid to the said Luis, Joseph and Thomas when he the said Antony should be thereunto afterwards

Judgment signed on behalf of the Plaintiff 5th May 1802

H Semple
D Pratt

Commitment issued this 17th May 1802

Antony, (altho' often requested &c) hath not yet paid the said Sum of two hundred Thousand Pagodas above demanded to the said Luis, Joseph and Thomas or to any or either of them - but to pay the same or any part thereof to the said Luis, Joseph and Thomas or to any or either of them, he the said Antony hath hitherto wholly refused and still doth refuse - To the damage of the said Luis - Joseph and Thomas of five hundred Star Pagodas and therefore they bring their Suit &c

And the said Antony in his own person comes and defends the wrong and injury when &c and Says Nothing in bar or preclusion of the said action of the said Luis, Joseph and Thomas whereby the said Luis, Joseph and Thomas remain therein undefended against the said Antony and because it is Suggested and proved and Manifestly appears to the Court here that the said writing obligatory in the said Plaint Mentioned is the Deed of him the said Antony and that he the said Antony doth Owe to and unjustly detain from the said Luis, Joseph and Thomas the said Two hundred thousand Star Pagodas above demanded as the said Luis, Joseph and Thomas have above in that behalf alledged - It is Considered by the Court here that the said Luis, Joseph and Thomas do recover against the said Antony their said Debt and also one hundred and five Pagodas twenty eight Fanams and Sixty Cash for their damages which they have sustained as well by occasion of the detaining the said Debt as for their Costs and Charges by them about their Suit in this behalf Expended by the Court here adjudged to the said Luis, Joseph and Thomas and with their assent and the said Antony in Mercy &c

And thereupon the said Luis, Joseph and Thomas by Emanuel Samuel their attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to take the body of the said Antony in Satisfaction of his Debt - and it is granted unto him returnable here on the Twentieth day of May instant -

Pleas Before the Honorable
Thomas Andrew Strange Knight Ch
and the Honble Sir Henry Gwillim
Honble Sir Benjamin Sullivan Knight
Justices of His Majestys Supreme Court
Judicature at Madras of the Second Term
Year of our Lord one thousand eight hundr

Fort St George
Madras } ss

Thomas De Souza puts in his place Counsel Samuel his attorney against
Babick in a Plea of Trespass on the Case -

The said Antony Babick in his own person at the Suit of the said Thomas
Souza in the Plea aforesaid

Be it remembered that on the fifth day of November as of the Term
the year of our Lord one thousand eight hundred and one. Before the said Justices
of Judicature at Madras came Thomas De Souza by Counsel Samuel his
and brought into the said Court then here his certain Plaint against Antony
in a Plea of Trespass on the Case and there are Pledges for the Prosecution
to wit John Doe and Richard Roe which said Plaint follows
in these words to wit —

Madras to wit

Plaint filed the 5th day of November 1801

Thomas De Souza by Counsel Samuel his attorney complains of Antony
Babick being an Inhabitant of Madras and as such a Person subject
the jurisdiction of this Honorable Court for that whereas one Gregory Mar
Baboom on the Twenty seventh day of August in the Year of our Lord one
thousand eight hundred and one to wit at Madras according to the usage
and Custom of Merchants from time immemorial used and approved of
and drew his certain Bill of Exchange in writing his own proper hand
being thereunto subscribed and bearing date the same day and Year aforesaid

then and there directed the said Bill of Exchange to the said Antony (by the
name and Addition of Anthony Babick Esqr.) By which said Bill of
Exchange he the said Gregory Marcar Baboom requested the said Antony
two Months after the date thereof to pay to the said Thomas (by the name
and Addition of Thomas De Souza Esqr.) or order the Sum of one thousand
three hundred and seventy eight Star Pagodas for Value received -
And the said Gregory Marcar Baboom then and there delivered the said
Bill of Exchange to the said Thomas - Which said Bill of Exchange the
said Antony afterwards to wit on the Twenty eighth day of the same
Month of August in the Year aforesaid at Madras aforesaid upon sight
thereof accepted according to the said Usage and Custom of Merchants
By Means whereof and according to the said Usage and Custom of
Merchants the said Antony became liable to pay to the said Thomas the
said Sum of Money in the said Bill of Exchange Specified according to the
tenor and effect of the said Bill of Exchange and of his said acceptance
thereof - and being so liable he the said Antony in Consideration thereof
afterwards to wit on the same day and Year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised the said Thomas
to pay him the said Sum of Money in the said Bill of Exchange Specified
according to the tenor and effect of the said Bill of Exchange and of his said
acceptance thereof - And Whereas the said Antony afterwards to wit on
the Twenty eighth day of October in the Year last aforesaid at Madras
aforesaid was indebted to the said Thomas in the Sum of Two thousand Star
Pagodas of Lawful Current Money of Madras for Money by the said Antony
before that time had and received to the use of the said Thomas and being so
indebted he the said Antony in Consideration thereof afterwards to wit on
the same day and Year last aforesaid at Madras aforesaid undertook and

and then and there faithfully promised the said Thomas to pay him the
last mentioned sum of money when he the said Antony should be
afterwards Requested - And Whereas the said Antony afterwards
wit, on the same day and year last aforesaid, at Madras aforesaid
accounted with the said Thomas of and Concerning divers other
of Money before that time due and owing from the said Antony to
Thomas and then being in arrear and unpaid, and upon that account
the said Antony was then and there found to be in arrear and indebted to
the said Thomas in the further Sum of five hundred and Pagodas
Current Money of Madras and being so found in arrear and indebted
said Antony in Consideration thereof, afterwards, to wit, on the same
and Year last aforesaid at Madras aforesaid, undertook and then and there
faithfully promised the said Thomas to pay him the said last mentioned
of Money, when he the said Antony should be thereto afterwards Requested
Yet the said Antony not regarding his aforesaid several promises and
undertakings, so by him made in manner and form aforesaid, but craftily
and fraudulently intending craftily and subtilly to deceive and defraud
said Thomas in this behalf, hath not yet paid the said several sums
Money or any or either of them or any part thereof, to the said Thomas
so to do he the said Antony was Requested by the said Thomas afterwards
to wit, on the same day and Year last aforesaid and often afterwards
refused and still doth refuse, to the damage of the said Thomas of five
thousand star Pagodas and therefore he brings his Suit &c.

And the said Antony in his own Person comes and
the wrong and injury when &c and says nothing in bar or preclusion of
the said action of the said Thomas whereby he the said Thomas remains
thereon undefended against the said Antony Wherefore the said Thomas

ought to recover against the said Antony his damages by occasion of the
premises - and because it is Suggested and proved and Manifestly
appears to the Court here that the said Thomas hath sustained damages
by Occasion of the Nonperformance of the Several Promises and
Undertakings of the said Antony in the said Plaint Mentioned over
and above his Costs and Charges by him about his Suit in this
behalf Expended to one thousand four hundred and Sixty four Pagodas
and thirty fanams - It is Considered by the Court that the said Thomas
do recover against the said Antony his damages aforesaid to the said
Sum of one thousand four hundred and Sixty four Pagodas and thirty
fanams and also one hundred and Eighty five Pagodas twenty fanams
and ten cash for his said Costs and Charges by the Court here adjudged
to the said Thomas and with his assent which said damages Costs
and Charges in the whole amount to one thousand Six hundred and fifty
Pagodas six fanams and ten cash and the said Antony in Mercy &c.

Judgment signed on behalf of the Plaintiff 17th May 1802 - Dr Templer Dr Roth

mercy

And hereupon the said Thomas by Emanuel Samuel his attorney
prays a writ of our Lord the King to be directed to the Sheriff to cause him
to take the body of the said Antony in Satisfaction of his debt - and it is
granted unto him returnable here on the Fourtieth day of May Instant

Commitment issued this 17th May 1802 -

Pleas Before the Worlds [illegible]

Antony Stronge Knight Chief Justice and the
Sir Henry Gwillim and the Worlds Sir Robert
Sebron Knights Puisne Justices of the
Supreme Court of Judicature at Madras of the
Second Term in the Year of our Lord one Thousand
eight hundred and two -

Fort St George Madras } ss

Thomas Chase, John Chinnery and John Mc Donall late in this place Esquires
Counsel their Attorney against Antony Pollock in a Plea of Debt -

Fort St George Madras } ss

The said Antony Pollock in his own person at the Suit of the said Thomas Chase
Chinnery and John Mc Donall in the Plea aforesaid -

Be it Remembered that in the Term and Year aforesaid
John Chinnery and John Mc Donall by Emanuel Samuel their Attorney exhibited
the said Court then their certain Plaint against Antony Pollock in a Plea of Debt
And there are pledges for the Prosecution to wit John Doe and Richard
Roe, which said Plaint follows in these words to wit -

Madras to wit

Thomas Chase, John Chinnery and John Mac Donall by
Emanuel Samuel their Attorney Complain of Antony Pollock an Inhabitant
of Madras and as such a Person Subject to the Jurisdiction of this Honble
Court of a Plea that he render to the said Thomas Chase, John Chinnery
and John Mac Donall Eighty thousand Star Pagodas of Current Gold
Money of Madras which he owes to and unjustly detains from them -
Whereas the said Antony on the Sixth day of June in the Year of our Lord One
thousand eight hundred and one at Madras by his certain writing Obligatory
sealed with his Seal and to the Court now here shown the date whereof
day and Year aforesaid acknowledged himself to be held and firmly bound to
the said Thomas Chase, John Chinnery and John Mc Donall in the
Eighty thousand Star Pagodas to be paid to the

Plaint filed the 13th day of March 1802

Judgment signed on behalf of the Plaintiffs 17th May 1802
R Temple Dr Roth

Mercy
Commissioners issued

Chinnery and John Mac Donall when he the said Antony should be thereto
afterwards requested - Yet the said Antony (although often requested) he
hath not paid the said Eighty thousand Star Pagodas above demanded or
any part thereof to the said Thomas Chase, John Chinnery and John Mac
Donall or to any or either of them but to pay the same or any part thereof
to the said Thomas Chase, John Chinnery and John Mac Donall or to any
or either of them he the said Antony hath hitherto wholly refused and
still doth refuse to the damage of the said Thomas Chase, John Chinnery
and John Mc Donall of one hundred Star Pagodas and therefore they
bring their Suit &c

And the said Antony in his own person comes and
Defends the wrong and injury when &c and says nothing in bar or preclusion
of the said action of the said Thomas Chase John Chinnery and John Mc Donall
Whereby the said Thomas Chase, John Chinnery and John Mc Donall remain
therein undefended against the said Antony - And because it is suggested
and proved and manifestly appears to the Court here that the said Writing
obligatory in the said Plaint Mentioned is the Deed of him the said Antony
and that he the said Antony doth owe to and unjustly detain from the said
Thomas Chase, John Chinnery and John Mc Donall the said Eighty thousand
Star Pagodas above demanded of the said Thomas Chase, John Chinnery and
John Mc Donall have above in that behalf alledged It is considered
by the Court here that the said Thomas Chase, John Chinnery and John
Mc Donall do recover against the said Antony their said Debt and
also Seventy eight Pagodas fifteen Fanams and Sixty Cash for their
damages which they have sustained as well by occasion of the detaining
the said debt as for their Costs and Charges by them about their Suit
in this behalf Expended by the Court here adjudged to the said Thomas
Chase, John Chinnery and John Mc Donall and with their assent
and the said Antony in Mercy &c

And thereupon the said Thomas Chase, John Chinnery and
Emanuel their Attorney pray the writ of our Lord the
King

Thing to be limited to the Sheriff's Choice him to take the Body of the Defendt in Satisfaction of the Debt - and it is given Day unto him thereto from the 20th Day of May thence next -

In the Supreme Court of Judicature at Madras

Second Term in the Year of our Lord one thousand eight hundred and two -

Fort Saint George Madras ss. } David Ruhde puts in his place George Mc Mahon as his attorney against Charles Loyd in a Plea of Debt -

Fort Saint George Madras } The said Charles Loyd puts in his place Townes Diney his attorney of the said David Ruhde in the Plea aforesaid -

Fort Saint George Madras ss. } Be it remembered that in the Quarter after the Second Term in the Year of our one thousand eight hundred and two, before the Supreme Court of Judicature at Madras came David Ruhde by George Mc Mahon his attorney brought into the said Court there and then his certain Plaint against Charles Loyd in a Plea of Debt, and there are Pledges for the Prosecution to wit, John Doe and Richard Roe, which said Plaint follows in these words -

Plaint filed 3d may 1802

Issue Joined 5th may 1802 -

Fort St George to wit

Plaint filed the 20th day of march 1802 -

David Ruhde Esquire by George Mc Mahon his attorney Complains against Charles Loyd a British Subject and an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea that he render unto him the Sum of three thousand Star Pagodas which he owes to and unjustly detains from him - For that whereas the said Charles on the Fifteenth day of September in the Year of our Lord one thousand eight hundred to wit at Madras aforesaid by his certain writing obligatory sealed with the Seal of the said Charles became held and firmly bound unto the said David in the Sum of

money of Madras to be paid to the said David when he the said Charles should be thereto afterwards requested; Yet the said Charles altho' often requested by the said David hath not yet paid the said three thousand Star Pagodas or any part thereof to the said David, but he to pay the same hitherto hath wholly refused and still refuses wherefore the said David saith he is injured and hath sustained Damage to the Value of four thousand Pagodas and therefore he brings his Suit and so forth:- and he brings into Court here the said writing obligatory sealed with the Seal of the said Charles which gives sufficient evidence of the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid - And now in this Second Term, that is to say, on the third day of May until which day the said Charles Loyd had leave to imparl to the said Plaint and then to answer the same at which day before the said Supreme Court of Judicature at Madras comes as well the said David Ruhde by George Mc Mahon his said attorney as the said Charles Loyd by Townes Diney his attorney and the said Charles Loyd defends the wrong and Injury when &c and says that the said writing obligatory in the said Declaration Mentioned is not his Deed, and of this he puts himself upon the Court - and the said David Ruhde doth the like -

And Now in this same Term that is to say on the Sixth day of May to which day was given as well to the said David Ruhde as to the said Charles Loyd to inform the Court of the Premises; at which day came the parties aforesaid, by their said attornies, and the said Court having heard the respective Allegations of the Parties and examined the truth thereof and duly and deliberately considered the Evidence; say that, the said writing obligatory in the Plaint Mentioned is the Deed of the said Charles Loyd as the said David Ruhde hath in his said Plaint in

pc 9s

Judgment signed on Default of the Plaintiff 17th May 1802 — Dr Rule

in that behalf therein alleged. Therefore it is Considered that the Plaintiff do recover against the said Charles Lloyd his said debt of one hundred and Twenty three Pagodas and Twenty Seven fanams for Costs and Charges by the Court now here adjudged to the said Plaintiff by his assent and for the said Charles Lloyd in as much as he has denied the Debt be taken &c

Commitment issued the 27th May 1802

And hereupon from the said Charles Rabbe by the said McMahon his attorney prays a writ of Capias and the King to the Sheriff to Cause him to take the body of the said Charles Lloyd in Satisfaction of his debt — and it is granted unto him thereof here on the thirty first day of may instant

Pleas Before the Honble Sir Thomas Andrew Strange Kt Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of Second Term in the year of our Lord one thousand eight hundred and two —

For St George Madras ss — William Archer puts in his place Emanuel Samuel his attorney against Archibald McDonald in a Plea of debt —

Fort St George Madras ss — The said Archibald McDonald puts in his place Charles Walters his attorney at the Suit of the said William Archer in the Plea aforesaid —

Be it remembered that in the first Term in the year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came William Archer by Emanuel Samuel his Attorney and brought into the said Court then there his Certain Plaint against Archibald McDonell in a Plea of debt — and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit —

Madras to wit

Plaint filed the 22d day of February 1802 —

William Archer by Emanuel Samuel his Attorney Complains of Archibald Mac Donald a British Subject and Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court of a Plea that he render to the said William one thousand and one hundred Star Pagodas of Lawful Current Money of Madras which he owes to and unjustly detains from the said William For that Whereas the said Archibald on the Seventeenth day of December in the year of our Lord one thousand Seven hundred and Ninety Nine to wit at Madras by his Certain Writing obligatory Sealed with his Seal and to the Court Now Here Shewn the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound to the said William in the said one thousand and one hundred Star Pagodas to be paid to the said William when he the said Archibald Should be thereto afterwards requested

requested - Yet the said Archibald (although often requested so to do) hath not paid the said one thousand and one hundred Star Pagodas above demanded or any part thereof to the said William but to pay the same or any part thereof to the said William he the said Archibald hath hitherto refused and still doth refuse to the damage of the said William one thousand Star Pagodas and therefore he brings his Suit &c.

And now at this day that is to say on the first day of this Term before the Court here until which day the said Archibald had leave to imparle to the said Plaint and then to answer the same as well the said William by his said attorney as the said Archibald by Charles Walters his attorney do come before the Court and the said Archibald Defends the wrong and injury when &c and says that he cannot deny the said action of the said William nor but that the said obligatory is the Deed of him the said Archibald nor but that he owes to the said William the said Sum of one thousand and one hundred Star Pagodas above demanded in Manner and form as the said William hath above complained against him and because it is suggested and proved to the Court here that the said William hath sustained Damages by occasion of detaining the said debt over and above his costs and Charges by him about his Suit in this behalf expended to the amount of Eighty two Pagodas It is considered by the Court that the said William do recover against the said Archibald his said debt and damages aforesaid on account of the detaining the said debt to the said Sum of One hundred and Eighty two Pagodas and also Sixty nine Pagodas and twenty five Fanams for his said Costs and charges by the Court here adjudged to the said William with his assent and the said Archibald in Mercy &c

And thereupon the said William by Counsel humbly prays a writ of our Lord the King to be directed to the Sheriff to cause him to have the body of the said Archibald in Satisfaction of the debt and costs aforesaid into the Court here to be brought on the Tuesday next after the Morrow of the Ascension of our Lord to answer to the said William in a plea of Trespass on the Case &c and to hear the Judgment of the Court thereupon and the Sheriff is commanded accordingly

Judgment signed on behalf of the Plaintiff 17th May 1802
W. Temple
Dr Costs

Mercy
Commitment issued 27th May 1802 -

Pleas Before The Honorable Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss - Vencatachellum Moodelly, Madepatta Chitty, Tomboo Naick and Veerapermall Pillay put in their place Emanuel Samuel their attorney against Ninammall widow in a plea of Trespass on the Case -

Fort St George Madras ss - The said Ninammall widow puts in her place Towner Disney her attorney at the Suit of the said Vencatachellum Moodelly, Madepatta Tomboo Naick and Veerapermall Pillay in the Plea aforesaid -

Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Vencatachellum Moodelly, Madepatta Chitty, Tomboo Naick and Veerapermall Pillay by Emanuel Samuel their Attorney and brought into the said Court then there their Certain Plaint against Ninammall widow, an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honble Court in a Plea of Trespass on the Case and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - to wit -

Madras to wit - Vencatachellum Moodelly, Madepatta Chitty, Tomboo Naick and Veerapermall Pillay by Emanuel Samuel their Attorney Complain of Ninammall widow Administratrix of all and singular the goods Chattles and Credits which were of Saravana Moodelly late of Madras Dubash deceased at the time of his death who died Intestate and which were left unadministered by Soobaray Moodelly since deceased at the time of his death an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honble Court - For that Whereas before and at the times of the several promises and undertakings of the said Saravana deceased made in his lifetime and herein after next mentioned the said Vencatachellum Madepatta Tomboo and Veerapermall together in the diners other Persons that is to say Annore Moodurama

Plaint filed the 9th day of March 1802 -

Moodarama Modelly Thoroomby Modelly Kistnama a Pulle Sastlu the Chitty and Naick who are all since Deceased and whom the said Vencatachellum Madepatta Tomboo and Veerapermaul have survived were Maistries of the Pettahs and Carriage Bullock Employed in the Service of the Honble East India Company in the Army under Sir Eyre Coote during the second war with Hyder and joint undertakers and Contractors of and for all and every the Pettahs and Benefits incident to the said Employment and Service - And Whereas before and at such the times aforesaid one William Ross was and had been the Principal agent & Contractor for the Supply of Bullocks for the said Service and Whereas also for and during all the times aforesaid the said Saravana Deceased was and acted in his life time as the Head Dubash and principal and Accountant of the said William Ross and in that Capacity had the Management and Conduct of all the Concerns of the said Employment in the ordering delivering receiving and Settling in account the Bullocks Bullock Saddles which might pass through or in the Course of the said Agency aforesaid of the said William Ross - and whereas before the time of making the said Promises and undertakings herein after mentioned it had been agreed by and between the said Vencatachellum Madepatta Tomboo and Veerapermall and the Several other Maistries Deceased and the said Saravana in his life time that they the said Vencatachellum Madepatta Tomboo and Veerapermall and the Other Maistries aforesaid should render and account for at a Certain Stipulated price such and so many good and Serviceable bullocks and such and so many Bullock Saddles as the said Saravana should cause to be provided and delivered to the said Maistries for the use of the said army and Subject to the inspection of and to be rejected by one John Hennworthy (who at and for during all the time aforesaid was a Deputy agent at Camp for the aforesaid Supply of Bullocks) and also by certain other Peons or Petty Maistries at the Camp in the Field and in Consideration of the

Saravana in his life time had undertaken and agreed with the said Vencatachellum Madepatta Tomboo and Veerapermall and the said Certain other Persons Maistries who are since Deceased (and whom the said Vencatachellum Madepattan Tomboo and Veerapermall have survived) that he the said Saravana would well and truly Satisfy and pay to them the said Maistries a Certain Reasonable allowance pay a Remuneration for the Hire of all such bullocks and Saddles as should be so delivered and retained as aforesaid for the use of the army - And Whereas the said Vencatachellum Madepatta Tomboo and Veerapermaul and the other Maistries Deceased on the one part and the said Saravana in his life time on the other part had in Consideration of their respective agreement on the behalf aforesaid promised and undertaken Mutually and faithfully to account with each other for and in respect of all such Bullocks and Saddles and the Numbers prices pay allowances and Rewards thereof And thereupon in pursuance of such said mutual undertaking on the part of the said Saravana and of the said Vencatachellum Madepatta Tomboo and Veerapermall and the other Maistries aforesaid respectively and before the time of the promise and undertaking of the said Saravana hereinafter next Mentioned a Certain account in writing of and Concerning the Matters aforesaid had been stated by the said Saravana for and on the part and behalf of himself and as concerning the said William Ross to whom the said Saravana was and ought to be responsible in respect of all such matters and things as the said account should Contain to affect the said William Ross as principal agent and Contractor aforesaid and which account he the said Saravana then and there delivered to the said Vencatachellum Madepatta Tomboo and Veerapermall and the Several other Deceased Maistries aforesaid on their respective Lives time and by his said account the said Saravana in the aforesaid capacity of Representative of the said William Ross had

had charged against the said Vencatachellum Madepatta Tombo and Cherapermall and the other Maistries aforesaid a certain large Number that is to say Twenty three Thousand three hundred and thirty three Bullocks and Twenty Thousand seven hundred and five Sadles as the Number of Bullocks and Sadles which had been before that time provided and delivered by him the said Saravana to and had not been yielded back but had been retained by the said John Timmothy by or on the Behalf of the Certain other Persons aforesaid — and whereas aforesaid and before the promise and Undertaking aforesaid hereafter next mentioned a certain large Number that is to say seven hundred and one Bullocks had been by the admission and Consent of the said Saravana and the said John Ross and at the instance of the said Vencatachellum Madepatta Tombo and Cherapermall and the other Maistries aforesaid in their respective lives time abated from and deducted out of the aforesaid Number of Twenty three Thousand three hundred and thirty three Bullocks as having been improperly and erroneously marked in the said account whereby the Number of Bullocks charged in the said account was reduced to twenty two thousand six hundred and thirty two Bullocks — and whereas in Consideration that the said Vencatachellum Madepatta Tombo and Cherapermall — and the other Maistries aforesaid in their respective lives time had engaged and agreed to pay allow and Satisfy to the said Saravana a certain large Price that is to say seven Pagodas of Lawful Current Money of Madras for each and every Bullock and so in proportion for all such and so many Bullocks as should be in Manner aforesaid provided delivered and returned for the use of the Army and also in Consideration that the said Vencatachellum Madepatta Tombo and Cherapermall and the other Maistries aforesaid in their respective lives time had undertaken and faithfully promised the said Saravana well and truly as aforesaid to account for and to allow in account all reasonable and proper Charges and Sums of Money payable from them on their respective parts and likewise in Consideration that the said Vencatachellum Madepatta Tombo and Cherapermall and the other Maistries aforesaid would give and sign an acknowledgment and Receipt for all such and the like Number of Bullocks and Sadles as were expressed in the said account to have been delivered and retained in Manner aforesaid he the said Saravana in his life time afterwards to wit on the Seventeenth day of December in the Year of Christ one thousand seven hundred and eighty five to wit at Madras undertook and to the said Vencatachellum Madepatta Tombo and Cherapermall and the other Maistries aforesaid in their respective lives time faithfully engaged and promised that the said account so stated and amended as aforesaid was just Correct and true And the said Saravana did also then and there undertake and faithfully promise the said Vencatachellum Madepatta Tombo and Cherapermall and the said other Maistries in their respective lives time that he the said Saravana would out of his own proper Monies and Estate well and truly answer and satisfy to them the said Vencatachellum Madepatta Tombo and Cherapermall and the other Maistries aforesaid the full Value of all such (if any) Bullocks and Sadles at and after the rate of seven Pagodas for each Bullock and an average rate of Twenty Fanams for each Sadle which the said account Comprised and for which they the said Maistries might give and sign such Receipt or acknowledgment as aforesaid as should be in truth and fact erroneously and improperly Charged against them whenever afterwards he the said Saravana should be thereunto Requested

requested – And the said Venkatachellum Madepatta Tombo and Veerapermall in fact say that they and the other Maistries Confiding in the promises and undertaking of the said Saravana so by him made in that behalf aforesaid to wit on the day and year last aforesaid at the Special instance and request of the said Saravana did acknowledge and Captain to them from time to time the said Maistries from and did in truth and fact account for to the said Saravana and the said William Pogh and each of them – Certain large Numbers that is to say twenty two thousand six hundred and thirty two and twenty thousand seven hundred and five Bullocks Saddles by means whereof a Certain large Sum of Money became due and payable from the said Maistries and was actually allowed and Satisfied to them by them to the full Value and Amount of all and every the Bullocks Saddles in and by the said account Comprised and included against the and by reason thereof the said Saravana became and Became Answerable gains benefit and emolument to wit at Madras aforesaid – And the said Venkatachellum Madepatta Tombo and Veerapermall were that the said account so stated and signed as aforesaid and the Number of Bullocks Saddles therein Comprised and so acknowledged and Captained to have been received as aforesaid were not nor was either of them at the time the making the Several promises and undertakings of him the said as aforesaid just Correct or true but on the Contrary thereof in each of them was unjust incorrect and untrue in this to wit That at the time of the making the Several promises and undertakings aforesaid the Number of Bullocks and Saddles which had been in fact aforesaid delivered and returned for the use of the army in Mysore and for during the period and at the time aforesaid did not amount to the Number of Twenty two thousand

and twenty thousand seven hundred and five Saddles but on the Contrary thereof did amount to a much Smaller and less Number of Bullocks and Saddles that is to say to the Number of Twenty one thousand six hundred and Eighty two Bullocks and Eleven thousand five hundred and fifty two Saddles only to wit at Madras aforesaid whereof the said Saravana afterwards to wit on the day and year last aforesaid and in his life time had Notice By reason whereof and of the promise and undertaking of the said Saravana so last made as aforesaid in that behalf he the said Saravana in his life time became liable to pay and Satisfy to the said Venkatachellum Madepatta Tombo and Veerapermall and the Several other Maistries aforesaid a large Sum of Money that is to say The Sum of Ten thousand Seven hundred and eighteen Star Pagodas of Lawful Current Money of Madras being at the rate of Seven Pagodas for each Bullock and Twenty fanams for each Saddle by which the due and proper quantity of Bullocks and Saddles was so as aforesaid Exceeded in the accounting and allowance aforesaid and which Sum of Ten thousand Seven hundred and eighteen Star Pagodas he the said Saravana in his life time ought to have well and truly paid and discharged to the said Venkatachellum Madepatta Tombo and Veerapermall and the other Maistries aforesaid since deceased in the respective lives time of those Maistries deceased according to his promise and undertaking so by him made as aforesaid in that behalf – And whereas before the time of making the promise and undertaking of the said Saravana in his life time hereinafter next mentioned a Certain other account Statement and Conclusion was about to be adjusted and settled by and between the said Saravana and the said Venkatachellum Madepatta Tombo

Tomboo and Veerapermall and the Several other Maistries whom he
as aforesaid Survived of and Concerning divers large quantities of
and Saddles and the prices and rates payable therefore as well on the
of the said Vencatachellum Madepatta Tomboo and Veerapermall and
Maistries aforesaid as of the said Saravana on the part of himself and
William Ross whom he Represented and upon that account it was
agreed by and between the said Saravanah and the said Vencatachellum
Madepatta, Tomboo and Veerapermall and the Other Maistries aforesaid
that they the said Maistries should be Chargeable for and Charged in
such account at and after the rate of Seven Star Pagodas for each
Bullock and of Twenty Fanams for each Bullock Saddle for all
and so many Bullocks and Saddles as had been before that time
Delivered by him the said Saravana or the said William Ross to and
Received and Retained by or on Account of the said Maistries and that
the said Saravana or the said William Ross should be charged for
and Chargeable with a Certain Stipulated rate of allowance per Diem
for each and every such and so many Bullocks as should have been
Actually so Received and Retained as aforesaid - And whereas in
Contemplation of and Regard to such Accounting and before the Passing
and Undertaking aforesaid hereafter Mentioned a Certain account or
writing was then and there drawn out and Stated of and Concerning
such Bullocks and Saddles wherein a large Number of Bullocks
and Saddles that is to say Nine Hundred and fifty Bullocks and One
Thousand one Hundred and fifty three Saddles were debited to and brought
in Account against them the said Vencatachellum Madepatta Tomboo
and Veerapermall and the Other Maistries aforesaid over and above
and beyond the true and proper Number of Bullocks and Saddles
Actually Received

the said Maistries and thereupon in Consideration thereof and also in
Consideration that the said Saravana would derive from such Statement
of account and the Conclusion thereof great and many profits and emolu-
ments and divers and very many advantages and further in Consideration
that they the said Vencatachellum Madepatta Tomboo and Veerapermall
and the Other Maistries aforesaid therewith Concerned would acknowledge
such account to be just Correct and true as between them and the
said William Ross and would Severally Sign and Subscribe their Names
thereunto he the said Saravana in his life time undertook and then and
there faithfully promised the said Vencatachellum Madepatty Tomboo and
Veerapermall and the Other Maistries aforesaid in their respective lives
time whom the said Vencatachellum, Madepatta, Tomboo and Veerapermall
to them the said Maistries the full Sum and Value of Money which
such Excesses in Number of the Bullocks and Saddles so Computed
in the said account would amount to at and according to the several
rates and prices aforesaid Whenever afterwards he the said Saravanah should
be thereunto Required and the said Vencatachellum, Madepatta Tomboo
and Veerapermall owe that the said Number of Nine Hundred and fifty
Bullocks and Nine thousand one Hundred and fifty three Saddles at
or after the aforesaid Prices of Seven Pagodas for each Bullock
and Twenty Fanams for each Saddle amount in Value to the Sum of
Ten Thousand Seven Hundred and eighteen Star Pagodas of Lawful Current
Money of Madras Whereof the said Saravanah afterwards and in his
life time to wit on the Seventeenth day of December in the Year of
Christ One Thousand Seven Hundred and Eighty five aforesaid at Madras
aforesaid Did Notice and Which Sum of Ten Thousand Seven Hundred

and

and eighteen Star Pagodas to the said Saravanah on his part to be
liable to pay and ought to have well and truly paid and delivered
to the said Vencatachellum Madepatta Tomboo and Veerapermall and
other Maistries aforesaid in their respective lives times according to the
tenor and true intent of the promise and undertaking last aforesaid -
And Whereas the said Saravana in the life time and before the making of
the promise and undertaking herein after next Mentioned was about to agree
and settle a certain account then depending between him and one William
Ross - and which account then Comprised and purported to Contain
large Sums of Money theretofore become due on balance from the said William
Ross or the said Saravana to the said Vencatachellum Madepatta Tombo and Veerapermall as the
Maistries deceased (whom the said Vencatachellum Madepatta Tombo and
Veerapermall have survived) and which Sums of Money were then owing
unpaid and justly due and owing from him the said Saravana or the said William
Ross as his Principal in the aforesaid behalf to the said Maistries - and
thereupon afterwards to wit on the Seventeenth day of December in the
Year of Christ one thousand Seven hundred and Eighty five aforesaid
to wit at Madras in Consideration that the said Vencatachellum Madepatta
Tombo and Veerapermall and the other Maistries aforesaid in their
respective lives time would at the Special instance and Request of
him the said Saravana acknowledge the receipt and give and sign
a good and Sufficient acquittance and discharge to him the said Saravana
and the said William Ross or one of them or for a certain Sum
Value in Money that is to say the

and Eighteen Star Pagodas of Lawful Current Money of Madras (being
part and parcel of the Sums of Money Comprised in such account about
to be adjusted and settled as aforesaid) in order that the said Saravana
might therefore receive Credit in account and derive great benefit and advantage
by means thereof with or from the said William Ross - he the said Saravana
in his life time to wit on the day and year last aforesaid at Madras
aforesaid undertook and then and there faithfully promised the said Vencata-
chellum, Madepatta Tombo and Veerapermall and the other Maistries
aforesaid since deceased and whom the said Vencatachellum Madepatta
Tombo and Veerapermall have survived well and truly to pay them the
said last Mentioned Sum of Ten thousand Seven Hundred and Eighteen Pagodas
when he the said Saravana in his life time should be thereto afterwards
by the said Vencatachellum, Madepatta Tombo and Vera-
requested - and the
-permall in fact say - that confiding in such the promise and undertaking
of the said Saravana they the said Vencatachellum, Madepatta Tombo and
Veerapermall and the several other Maistries aforesaid did actually
acknowledge the receipt and give and sign a good and sufficient acquittance
and discharge to the said Saravana and the said William Ross or one of
them of and for the said Value of Ten thousand Seven hundred and eighteen
Star Pagodas of lawful Current Money of Madras - whereof the said
Saravana afterwards to wit on the day and year last aforesaid at
Madras aforesaid had notice whereby and by the means whereof and of
the promise and undertaking of the said Saravanah so made at last
aforesaid in that behalf the said Saravana in his life time became liable
to pay to the said Vencatachellum, Madepatta Tombo and Veerapermall
and the other Maistries aforesaid in their respective lives time the said
Sum of Ten thousand seven hundred and eighteen Star Pagodas and which
Sum

Sum of One thousand seven hundred and eighteen Star Pagodas like cur-
Saravana in his life time might well and truly to be paid and satisfied
according to the tenor of his aforesaid Promise and undertaking in that
And Whereas the said Saravana in his life time to wit on the same
and Year last aforesaid at Madras was indebted to the said Venca-
Madepatta Tomboo and Veerapermall and the Several other Masters
in their respective Lives time (when by the said Vencatachellum Madepatta
Tomboo and Veerapermall have Served) in the Sum of one hundred thousand
Star Pagodas of Lawful Current Money of Madras for the Hire and Use
Elevers Bullocks and Bullock Saddles of them the said Vencatachellum Made-
Tomboo and Veerapermall and the Several other Masters aforesaid before
time left to hire by them to the said Saravana at his Special Instance
Request and by the said Saravana and divers other persons left and did accom-
to that Letting for divers long Spaces of time before then elapsed and being
indebted he the said Saravana in Consideration thereof afterwards to wit on
same day and Year last aforesaid at Madras aforesaid undertook and then
there faithfully promised the said Vencatachellum Madepatta Tombo and Veera-
permall and the other Masters aforesaid severally in their respective Lives
time to pay them the said last Mentioned Sum of money when he the said Sa-
should be thereto afterwards Requested - And Whereas the said Saravana
in his life time afterwards to wit on the same day and year last aforesaid
at Madras aforesaid was indebted to the said Vencatachellum Madepatta
Tombo and Veerapermall and the other Masters aforesaid in their Re-
tive times in the further Sum of one hundred thousand Star Pagodas of
like Lawful Current Money of Madras for Money by the said Venca-
chellum Madepatta Tombo and Veerapermall and the other Masters afore-
before that time lent and advanced to the said Saravana at his Special
instance and Request - And Whereas

his life time in Consideration thereof afterwards to wit on the same day and
year last aforesaid at Madras aforesaid, undertook and then and there faithfully
promised the said Vencatachellum Madepatta Tombo and Veerapermall and
the other Masters aforesaid to pay them the said last mentioned Sum of
Money when he the said Saravana should be thereto afterwards requested
And Whereas the said Saravana in his life time afterwards to wit on
the same day and year last aforesaid at Madras aforesaid, was indebted
to the said Vencatachellum Madepatta Tombo and Veerapermall and the
other Masters aforesaid in their respective Lives time in the further Sum of
one hundred thousand Star Pagodas of like Lawful Current Money of Madras
for Money by the said Vencatachellum Madepatta Tombo and Veerapermall
and the other Masters aforesaid before that time laid out Expended and paid
for the said Saravana and at his like Special instance and Request And
being so indebted he the said Saravana in his life time in Consideration
thereof, afterwards to wit on the same day and year last aforesaid at
Madras aforesaid, undertook and then and there faithfully promised the said
Vencatachellum Madepatta Tombo and Veerapermall and the other Masters
aforesaid in their respective Lives time to pay them the said last mentioned
Sum of Money, when he the said Saravana should be thereto afterwards
requested - And whereas, also the said Saravana in his life time
afterwards to wit on the same Day and Year last aforesaid at
Madras aforesaid was indebted to the said Vencatachellum Madepatta
Tombo and Veerapermall and the other Masters aforesaid in their
respective Lives time in the further Sum of one hundred thousand Star Pagodas
of like Lawful Current Money of Madras, for Money by the said Saravana
before that time had and received to the use of the said Vencatachellum
Madepatta Tombo and Veerapermall and the other Masters aforesaid
and being so indebted he the said Saravana in his life time in Consideration

thereof

Thereof, afterwards to wit on the same Day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vencatachellum Madepatta Tomboo and Veerapermall and the other aforesaid in their respective lives time to pay them the said last mentioned sum of Money when he the said Saravana should be thereto aforesaid requested - And Whereas the said Saravana in his life time to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Vencatachellum Madepatta Tomboo and Veerapermall and the other Maistrys aforesaid proceeded in their respective lives time of and Concerning divers other sums of money before then due and Owing from the said Saravana to the said Vencatachellum Madepatta Tomboo and Veerapermall and the other Maistrys aforesaid and then being in arrear and unpaid and upon that accounting the said Saravana was then and there found to be in arrear and indebted to the said Vencatachellum Madepatta Tomboo and Veerapermall and other Maistrys aforesaid in their respective lives time in the further sum of one Hundred thousand Star Pagodas of the Coupal Current Money of Madras and being so found in arrear and indebted he the said Saravana in his life time in Consideration thereof afterwards to wit on the day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Vencatachellum Madepatta Tomboo and Veerapermall and the other Maistrys aforesaid in their respective lives time to pay them the said last mentioned sum of money when he the said Saravana should be thereto afterwards requested Yet the said Saravana in his life time and the said Soobaraya Modelly (administratrix as aforesaid) in his life time and the said Nimmamall as administratrix as aforesaid since the death of the said Saravana and Soobaraya respectively and regarding the said Several Means and undertakings of the said Saravana so by him in Manner and form aforesaid

Fraudulently intending Craftily and Subtilly to deceive and defraud the said Vencatachellum Madepatta Tomboo and Veerapermall and also the said Annore Moodurama Modelly Teroomally Modelly Kistnama Naig Sambothee Chitty and Appiah Naig in their respective lives time and the said Vencatachellum Madepatta Tomboo and Veerapermall who have so survived as aforesaid in this behalf have not nor take either of them yet paid the said several Sums of money or any of them or any part thereof to the said Vencatachellum Madepatta Tomboo Veerapermaul Annue Moodurama Modelly Teroomaly Modelliar Kistnama Naig, Sambothee Chitty and appiah Naig or to any or either of them on the lives time of the said Annore Moodurama Modelly Teroomaly Modelly Kistnama Naig Sambothee Chitty and Appiah Naig respectively or to the said Vencatachellum Madepatta Tomboo and Veerapermaul or to any or either of them since the decease of the said Annore Moodurama Modelly Teroomaly Modelly Kistnama Naig Sambothee Chitty and Appiah Naig respectively (although so to do the said Saravana and the said Soobaraya respective lives time were Requested by the said Vencatachellum Madepatta Tomboo and Veerapermall Annue Moodurama Modelly Teroomaly Modelly Kistnama Naig Sambothee Chitty and Appiah Naig in the respective lives time of the said Annore Moodurama Modelly Teroomaly Modelly Kistnama Naig Sambothee Chitty and Appiah Naig to wit on the day and Year last aforesaid And although the said Nimmamall as Administratrix as aforesaid since the death of the said Saravana was Requested by the said Vencatachellum Madepatta Tomboo and Veerapermall as Survivors as aforesaid to wit on the first day of January in the Year of Christ one Thousand eight hundred and two and often afterwards to wit at Madras aforesaid But the said Saravana Soobaraya and Nimmamall have and each of them wholly refused and the said Nimmamall as such Administratrix as aforesaid Still refuses to pay the same or any part thereof To the damage of the said Vencatachellum Madepatta Tomboo and Veerapermall of one Hundred thousand Star Pagodas and therefore they bring their Suit &c. And the said Nimmamall by Powers of Attorney

Then filed the 15th day of March 1802 -

Disney her attorney came and Defended the wrong & Injury when &
says that the said Saroomah Moodelly deceased did not in his life
undertake and promise in manner and form as the said Complainant
Moodelly, Madepatta Chitty, Tomboo Naick and Cavaipermall Pillay
above thereof Complained against her as Administratrix as aforesaid
and of this she puts herself upon the Court - And the said Com
Chetter Moodelly, Madepattah Chitty, Tombo Naick, and Cava
Pillay do the like -

And now at the Sittings after the same Term
the Year aforesaid, that is to say on the Fifteenth day of April in
thousand eight hundred and two to which day was given as well to
said Vencatachella Moodelly Madepatta Chitty Tombo Naig, and C
permall Pillay, as to the said Nimmall to inform the Court of
Premisses at which day came as well the said Nimmall by
her said Attorney as the said Vencatachella Moodelly, Madepatta Chitty
Tombo Naig, and Cavaipermall Pillay, and the said Court having
the respective Allegations of the parties procured to be read
but before any Verdict was given by the said Court in the premisses
the said Vencatachella Moodelly, Madepatta Chitty, Tombo Naick and
Cavaipermall Pillay being Solemnly Called came not, nor do they
prosecute their Plaint aforesaid against the said Nimmall -

Therefore it is Considered that the said Vencatachella
Moodelly, Madepatta Chitty, Tombo Naick and Cavaipermall Pillay
Nothing by their said Plaint, but that they and their Pledges &
prosecute &c in Mercy &c and that the said Nimmall do go thereof
without day &c

And it is further Considered by the said Court here
that the said Nimmall do Recover against the said Vencatachella
Moodelly, Madepatta Chitty, Tombo

Your bond

Judgment signed on behalf of the Defendants 17th May 1802

Dr Semple
Dr Roth

Mercy

the Sum of Three hundred and Sixty two Pagodas and Twenty nine fanams for
her Costs and Charges by her said out about her defence in this behalf
by the said Court now here adjudged to the said Nimmall and with her -
assent and that the said Nimmall have Execution thereof &c

Commitment against the Plaintiffs for Costs issued 20th day of may 1802

And Thereupon the said Nimmall by Townes
Disney her attorney prays a writ of our Lord the King to be directed
to the Sheriff of Madrasspatnam commanding him that he cause to be
taken the bodies of Vencatachella Moodelly, Madepalla Chitty, Tombas
Naick and Cavaipermall Pillay in Satisfaction of her Costs and Charges
by her said out about her defence in this behalf so adjudged to
her as aforesaid - And it is granted unto her returnable here
on the Twenty fourth day of May Instant

Pleas Before the Hon'ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon'ble Sir Henry Gwillim and the Hon'ble Benjamin Sullivan Knights Puisne Judges of His Majesty's Supreme Court of Judicature at Fort St. George of the Second Term in the Year of our Lord one thousand eight hundred and two

Fort St. George Madras ss. } Vanejambaukom Shashamma widow plaintiff in this Cause } Madras to wit
Fort St. George Madras ss. } against Sorab Soobby Chitty in a plea of Trespass on the case } The said Sorab Soobby Chitty in his own person at the Suit of the said Vanejambaukom Shashamma widow in the plea aforesaid

Be it remembered that on the twenty second day of April in the year of our Lord one thousand eight hundred and two before the said Court at Madras came Vanejambaukom Shashamma widow by Samuel her Attorney and brought into the said Court then there her Bill against Sorab Soobby Chitty an Inhabitant of Madras and as such subject to the Jurisdiction of the Hon'ble Court and Plea of Trespass and also that he the said Soobby then and there was attached to answer unto her the said Vanejambaukom Shashamma in a Plea of Trespass and whereupon the said Plaint followed in these words to wit

Plaint filed the 22d April 1802

Vanejambaukom Shashamma widow by Samuel her Attorney Complains of Sorab Soobby Chitty an Inhabitant of Madras and as such a Person subject to the Jurisdiction of this honorable Court - For that whereas the said Soobby on the Eleventh day of March in the Year of Christ one thousand seven hundred and ninety four at Madras Made his Certain Instrument in writing in the Gentoo Language purporting to be and Commonly called a Gentoo Bond, sealed with his Proper Seal, being thereunto subscribed and bearing Date the day and Year aforesaid and then and there delivered the same Instrument in writing to the said Shashamma by which said Instrument in writing he the said Soobby acknowledged that on the day of the making thereof he had in Consequence of his Occasions

of the said Shashamma the Sum of Nine Hundred Star Pagodas current Money of Madras, and did thereby engage to Repay to the said Shashamma the same Sum on demand together with all such Interest as should or might become due thereon at the rate of twelve per Cent per annum - By Means whereof the said Soobby became liable to pay to the said Shashamma the said Sum of Money in the said Instrument in writing Specified according to the tenor and Effect of the said Instrument in writing - And being so liable he the said Soobby in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Shashamma to pay her the said Sum of Money in the said Instrument in writing Specified according to the tenor and effect of the said Instrument in writing - And Whereas the said Soobby afterwards to wit on the first day of March in the Year of Christ one thousand eight hundred and two at Madras aforesaid was indebted to the said Shashamma in the Sum of two thousand Star Pagodas of lawful Current Money of Madras, for Money by the said Shashamma before that time lent and advanced to the said Soobby and at his Special instance and request - And being so indebted he the said Soobby in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said Shashamma to pay her the said last mentioned Sum of Money when he the said Soobby should be thereto afterwards Requested - And Whereas the said Soobby afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Shashamma in the further Sum of two thousand Star Pagodas

Pagodas of like Lawful Current Money of Madras for Money by the said Shaskamma before that time Laid out Expended and paid for the said Soobby and at his like Special instance and Request - And being so indebted he the said Soobby in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Shaskamma to pay her the said last mentioned Sum of Money when he the said Soobby should be thereto afterwards Requested - And Whereas also the said Soobby afterwards to wit on the same day and Year last aforesaid at Madras aforesaid accounted with the said Shaskamma of and Concerning divers other Sums of Money before that time due and Owing from the said Soobby to the said Shaskamma and then in arrear and Unpaid and upon that accounting the said Soobby was then and there found to be in arrear and indebted to the said Shaskamma in the further Sum of two thousand Star Pagodas of like Lawful Current Money of Madras and being so found in arrear and indebted he the said Soobby in Consideration

same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Shaskamma to pay her the said last Mentioned Sum of Money when he the said Soobby should be thereto afterwards Requested. - Yet the said Soobby not regarding his said Several promises and Undertakings so by him in Manner and form aforesaid Made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Shaskamma in this behalf hath Not yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Shaskamma (although so to do he the said Soobby was Requested by the said Shaskamma afterwards to wit on the same day and Year last aforesaid and often-times afterwards at Madras aforesaid) But to pay the same or any part thereof to the said Shaskamma he the said Soobby hath hitherto wholly refused and still doth refuse to the damage of the said Shaskamma of two thousand Star Pagodas and therefore she brings her Suit &c.

And the said Soorah Soobby Chitty in his own Person comes and defends the Wrong and injury when &c and Says Nothing in bar or preclusion of the said action of the said Shaskamma Whereby the said Shaskamma remains therein undefended against the said Soorah Soobby Chitty - Wherefore the said Shaskamma ought to recover against the said Soorah Soobby Chitty her damages on occasion of the premises And because it is Suggested and proved and Manifestly appears to the Court here that the said Shaskamma hath Sustained damages by occasion of the Not performing the Several promises and Undertakings in the said Declaration Mentioned to the Sum of one thousand five hundred and ninety five Pagodas besides her Costs and Charges by her about her Suit in this behalf Expended - It is

considered

Judgment signed on behalf of the Plaintiff 24th May 1802-

Considered that the said Shadrach do recover against the said Sarah the chitty her damages aforesaid to the said Sum of one thousand five hundred ninety five Pagodas and also Eighty five Pagodas and nine fanams her said Costs and Charges by the Court here adjudged to the said Sh and with her assent which said damages Costs and Charges in the whole amount to one thousand six hundred and eighty Pagodas Nine fanams and the said Sarah Scobby Chitty in Mercy &c

Mercy

Committment issued this 24th May 1802

And thereupon the said Shadrach by Emanuel Samuel attorney prays a writ of our Lord the King to be issued to the to Cause him to take the body of the said Sarah Scobby of her Debt- and it is granted

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillem and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss } Thomas Parry and George Garrow put in their place Emanuel Samuel their attorney against Myla Vencatasa Moodelly in a Plea of Debt-

Fort St George Madras ss } The said Myla Vencatasa Moodelly in his own person at the Suit of the said Thomas Parry and George Garrow in the Plea aforesaid -

Be it remembered that on the fifth day of November as of the First Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Thomas Parry and George Garrow by Emanuel Samuel their Attorney and brought into the said Court then there their certain Plaint against Myla Vencatasa Moodelly in a Plea of Debt and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit

Madras to wit

Plaint filed the 5th day of November 1801-

Thomas Parry and George Garrow by Emanuel Samuel their Attorney Complain of Myla Vencatasa Moodelly an Inhabitant of Madras and as such a Person Subject to the jurisdiction of this Honorable Court of a Plea that he render to the said Thomas and George Two thousand five hundred and Sixty nine Star Pagodas and Twelve fanams of lawful Current Money of Madras which he owes to and unjustly detains from them For that Whereas the said Myla Vencatasa on the Thirtieth day of July in the Year of Christ one thousand Seven hundred and Ninety Six to wit at Madras by his Certain Writing obligatory sealed with his Seal and to the Court here now shewn the date whereof is the day and Year aforesaid acknowledged himself to be held and firmly bound to the said Thomas and George in the said Two thousand five hundred and Sixty nine Star Pagodas and Twelve fanams To be paid to the said Thomas and George when he the said Myla Vencatasa should be thereto afterwards requested

requested - Yet the said Myla Vencatasa although often requested so to do
yet paid the said Five thousand five hundred and Sixty nine Star Pa
and Twelve Fanams above demanded to the said Thomas and Geo
to either of them But to pay the same or any part thereof to the said
Thomas and George or to either of them he the said Myla Vencatasa
hitherto wholly refuses and still doth refuse to the damage of the said
and George of five hundred Star Pagodas and therefore they bring their

And the said Myla Vencatasa in his own person come
defends the wrong and injury when &c and Says Nothing in bar or preclusion
of the said Action of the said Thomas and George whereby the said Thomas and
Judgment against George remains therein undefended against the said Myla Vencatasa
behalf of the Plaintiff 25th May 1802 - It is Considered that the said
eight Fanams for their damages which they have sustained as well on
occasion of the detaining the said Debt as for their Costs and Charges
by them about their Suit in this behalf Expended by the Court here
adjudged to the said Thomas and George and with their assent. Let
said Myla Vencatasa in Mercy &c

Mercy

And thereupon the said Thomas and George by Emanuel
their attorney pray a writ of our Lord the King to be issued to the Sheriff
Commitment issued on the 25th May 1802 Cause him to take the body of the said Myla Vencatasa in the plea of
Debt - and it is granted unto them returnable here on the Thursday next
of May Instant

Pleas Before The Honble Sir Thomas Andrew Strange Knight chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss } Jearam Doss puts in his place Emanuel Samuel his attorney against Pauleam Yagapah Chitty in a Plea of debt -

Fort St George Madras ss } The said Pauleam Yagapah puts in his place Charles Watkins his attorney at the Suit of the said Jearam Doss in the Plea aforesaid -

Be it Remembered That in the First Term in the Year of our Lord one thousand eight hundred and two - before the said Supreme Court of Judicature at Madras came Jearam Doss by Emanuel Samuel his attorney and brought into the said Court then there his Certain Plaint against Pauleam Yagapah Chitty an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of the said Honble Court in a Plea of Debt - and there are pledges for the Prosecution, to wit, John Doe and Richard Roe, which said Plaint follows in these words, to wit -

Madras to wit Jearam Doss of Madras Inhabitant by Emanuel Samuel his attorney Complains of Pauleam Yagapah Chitty an Inhabitant of Madras and as such a Person Subject to the Jurisdiction of this Honorable Court of a Plea, that he render to the said Jearam Doss Six thousand Star Pagodas of Lawful Current Money of Madras which he owes to and unjustly detains from him - For that Whereas the said Yagapah on the first day of July in the Year of Christ one thousand eight hundred and one - to wit at Madras by his Certain writing obligatory Sealed with his Seal and to the Court now here Shewn - the date whereof is the day and year aforesaid acknowledged himself to be held and firmly bound to the said Jearam Doss in Three Thousand Star Pagodas of Lawful Current Money of Madras to be paid to the said Jearam Doss when he the said Yagapah should be

Plaint filed the 13th day of March 1802

he thereto aforesaid requested - whereby his action hath accrued to the said Jearam Doss to demand and have of and from the said Yagapah the said sum of three thousand Star Pagodas (parcel of the said sum of six thousand Star Pagodas above demanded) And whereas the said Yagapah aforesaid came into the same first day of July in the year of Christ aforesaid at Madras aforesaid to the Court here before the Sovereign Lord the King and the Court now here before the said Lord the King at the day and year aforesaid acknowledged himself to be held and firmly bound to the said Jearam Doss in the other three thousand Star Pagodas of lawful Current Money aforesaid to be paid to the said Jearam Doss when he the said Yagapah should be thereto aforesaid requested - and whereas the said Jearam Doss hath often required the said Yagapah to demand and have of and from the said Yagapah the said last mentioned sum of three thousand Star Pagodas (parcel of the said sum of six thousand Star Pagodas above demanded) - Yet the said Yagapah (although often requested &c) hath not paid the said six thousand Star Pagodas above demanded or any part thereof to the said Jearam Doss but to pay the same or any part thereof to the said Jearam Doss he the said Yagapah hath hitherto wholly refused and still doth refuse - To the damage of the said Jearam Doss of three hundred Star Pagodas and therefore he brings his suit &c

Plea filed the 5th day of May 1802

And the said Paulcam Yagapah they by Christian Wilkes his attorney Comes and defends the wrong and injury when &c and says that he ought not to be charged with the said writings obligatory in the said Declaration Mentioned because he says that the said Several writings obligatory are not nor is either of them his Deed and of this he puts himself upon the Court &c - And the said

Issue Joined

Jearam Doss doth the like -

And on the Tenth day of May in this second Term as well the said Jearam Doss as the said Yagapah by their respective attorneys aforesaid do come before the Court here Whereupon all and singular the premises having been seen and fully proved It appears to this Court that the said Several writings obligatory in the said Plaints Mentioned are and each of them is the Deed of the said Yagapah and that the said Yagapah doth owe to the said Jearam Doss the said sum of six thousand Star Pagodas above demanded in manner and form as the said Jearam Doss hath above thereof complained against him It is therefore Considered by the Court that the said Jearam Doss do recover against the said Yagapah his said Debt and also Eighty two Pagodas and thirty eight fanams for his damages which he hath sustained as well by occasion of the detaining of the said Debt as for his Costs and Charges by him about his Suit in this behalf Expended by the Court here adjudged to the said Jearam Doss and with his assent and the said Yagapah in Mercy &c

Judgment signed on 25th May 1802

Pro Forma Do Both

Mercy

And hereupon the said Jearam Doss by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to take the body of the said Paulcam Yagapah in Satisfaction of his debt - and it is granted unto him returnable here on the Eleventh day of June Instant -

Commitment issued this 8th June 1802

Pleas Before the Worke the Honble Sir
Hugh Knight Chief Justice and the Worke
Henry Gwillim and the Honble Sir Benjamin
Knight Puisne Justices of the Majesty's
Court of Judicature at Madras of Second Term
for year and one thousand eight hundred and two

Fort St George
Madras } ss } Rayastry Jayarauma Doss puts in his place Counsel Samuel his
attorney against Paulum Mookiah Chitty in a plea of Trespass made &c

Fort St George
Madras } ss } The said Paulum Mookiah Chitty puts in his place Charles Miller his
at the Suit of the said Rayastry Jayarauma Doss in the Plea aforesaid

Be it Remembered that in the Term aforesaid before the said Supreme Court of Judicature at Madras
Rayastry Jayarauma Doss by Samuel Samuel his attorney and brought into the
Court then here his Certain Bill against Paulum Mookiah Chitty in a Plea
of Madras and as such a Person Subject to the Jurisdiction of this Court
Plea of Trespass on the Case — and there are pledges for the Prosecution to wit
John Doe and Richard Roe which said Plaint follows in these words
to wit —

Madras to wit Rayastry Jayarauma Doss of Madras Inhabitant by Samuel his attorney Complains of Paulum Mookiah Chitty an Inhabitant
Plaint filed the 15th day of March 1802 of Madras and as such a Person Subject to the Jurisdiction of this Honble
Court — For that Whereas the said Mookiah on the fourteenth day of
December in the Year of Christ one thousand Eight hundred and two to wit
at Madras Made his Certain Instrument in writing in the Malabar
Language purporting to be and Commonly Called a Malabar Bond
Own proper hand, being thereunto Subscribed and bearing Date the day
and Year aforesaid — and then and there delivered the same Instrument in
Writing to the said Jayarauma Doss by which said Instrument in
Writing he the said Mookiah acknowledged

which was Executed before by his Elder Brother Paulcum Yagapah
Chitty was the Sum of three thousand Pagodas and did thereby engage
to pay to the said Jayarauma Doss the same Sum and the Interest thereof
in Manner following that is to say — one Moiety on or before the twenty
fourth day of the said Month of December and the other Moiety in the
space of eight days from the last Mentioned time — By Means whereof
the said Mookiah became liable to pay to the said Jayarauma Doss
the said Sum of Money in the said Instrument in writing Specified
according to the tenor and Effect of the said Instrument in writing —
And being so liable he the said Mookiah in Consideration thereof
afterwards to wit on the same fourteenth day of December in the year aforesaid
at Madras aforesaid Undertook and then and there faithfully promised the
said Jayarauma Doss to pay him the said Sum of Money in the said
Instrument in Writing Specified according to the tenor and Effect of the
said Instrument in writing — And Whereas the said Mookiah afterwards
to wit on the first day of March in the Year of Christ one thousand
eight hundred and two at Madras aforesaid was indebted to the said
Jayarauma Doss in the Sum of Six thousand Star Pagodas of Lawful Current
Money of Madras for Money by the said Jayarauma before that time Laid
out Expended and paid for the said Mookiah and at his Special Instance
and Request — And being so indebted he the said Mookiah in
Consideration thereof afterwards to wit on the same day and
Year last aforesaid at Madras aforesaid, undertook and then and
there faithfully promised the said Jayarauma to pay him the said Last
Mentioned Sum of Money when he the said Mookiah should be thereto
afterwards Requested — And Whereas the said Mookiah afterwards to wit

writ on the same day and year last aforesaid at Madras aforesaid against the said Sayaraumo of and Concerning divers other sums of money before that time due and owing from the said Mootiah to the said Sayaraumo and being in arrear and unpaid and upon that accounting the said Mootiah was then and there found to be in arrear and indebted to the said Sayaraumo in the further Sum of Six thousand Star Pagodas of like Lawful Coin of Madras and being so found in arrear and indebted he the said Mootiah in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Sayaraumo to pay him the said last mentioned sum of money when he the said Mootiah should be thereunto afterwards requested - Yet the said Mootiah not regarding his said several promises and undertakings but craftily and subtilly intending to defraud and deceive the said Sayaraumo in this behalf hath not yet paid the said several sums of money or either of them or any part thereof to the said Sayaraumo although so to do he the said Mootiah was requested by the said Sayaraumo afterwards to wit on the same day and year last aforesaid and often times afterwards at Madras aforesaid but to pay the same or any part thereof to the said Sayaraumo he the said Mootiah hath hitherto wholly refused and still doth refuse - To the damage of the said Sayaraumo of Six thousand Star Pagodas and therefore he brings his Suit &c.

Plea filed the 13th day of April 1802

And the said Pumbam Mootiah Chitty by Charles Walters his attorney comes and defends the wrong and injury when &c and says that he did not undertake and promise in manner and form

the said Rajagopaly Sayaraumo Doss hath above thereof Complained against him, and of this he puts himself upon the Court &c. And the said Sayaraumo doth the like

Issue joined

And on the Tenth day of May in this Term as well the said Sayaraumo Doss as the said Mootiah by their respective attorneys aforesaid do come before the Court here Whereupon all and singular the premises having been seen and proved It appears to this Court that the said Mootiah did undertake and promise in Manner and form as the said Sayaraumo Doss hath above thereof Complained against him - and it is Considered by the Court that the said Sayaraumo Doss do recover against the said Mootiah for his damages which he hath sustained by reason of the Nonperformance of the said promises and Undertakings of the said Mootiah besides his Costs and Charges by him about his Suit in this behalf Expended the Sum of Three thousand one hundred and fifty seven Pagodas and for those Costs and Charges the Sum of Eighty four Pagodas and twenty Nine Fanams which said Damages Costs and Charges in the whole amount to Three thousand two hundred and forty one Pagodas and twenty nine Fanams - and the said Mootiah in mercy &c.

Judgment signed on the behalf of the Plaintiff 25th May 1802

Mercy

And thereupon the said Sayaraumo Doss by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to take the body of the said Mootiah in Satisfaction of his debt - and it is granted unto him returnable here on the Eleventh day of June Instant

Commitment issued this 8th day of June 1803

Second Term 1802.

Pleas Before the Worlde Sir Thomas Andrew Strange Knight Chief Justice and the Worlde Sir Henry Gwillim and the Worlde Sir Benjamin Sulivan Knights Puisne Justices of this Majesties Supreme Court of Judicature at Madras of the Coast of Coromandel in the Year of our Lord one thousand eight hundred and two.

Fort St. George Madras ss } Echoo Moodelly administrator of Aminjecary Tondavaroyah Moodeliar deceased in his place and stead comes Henry Gwillim his Attorney to prosecute against Pooducherry Mooduraman Moodelly in a Plea of Debt.

Fort St. George Madras ss } The said Pooducherry Mooduraman Moodelly in his own Person of the said Echoo Moodelly administrator aforesaid in the Plea aforesaid.

Be it Remembered that on the first day of the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Echoo Moodelly administrator of Aminjecary Tondavaroyah Moodelly deceased by Thomas Birney his Attorney and brought into the said Court his certain Plaint against Pooducherry Mooduraman Moodelly being in the Fort of Madras and as such subject to the Jurisdiction of the said Court in a Plea of Debt and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followeth in these words to wit

Fort St. George Madras ss } Echoo Moodelly Administrator of all and singular the Goods Chattels Rights and Credits which were of Aminjecary Tondavaroyah Moodeliar deceased at the time of his death who died Intestate by Thomas Birney his Attorney Complains of Pooducherry Mooduraman being an Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court of a Plea that he render to him Two hundred Star Pagodas Current Money of Madras which he owes to and unjustly detains from him. For that whereas the said Pooducherry Mooduraman in the Life time of the said Aminjecary Tondavaroyah Moodeliar to wit on the third day of October in the Year of Christ one thousand Seven hundred and Eighty eight at Madras aforesaid made a certain Mortgage Bond in writing the same proper hand being thereunto Subscribed

Plaintiffs Rel 1st day of April 1802.

date the same day and year aforesaid and then and there delivered the said Native Mortgage Bond to the said Aminjecary Tondavaroyah Moodeliar in his life time by which said Native Mortgage Bond (now Shewn to the Court of our Lord the King here) he the said Pooducherry Mooduraman acknowledged to have Borrowed and received of the said Aminjecary Tondavaroyah Moodeliar the Sum of Two hundred Star Pagodas Current Money of Madras which Sum the said Pooducherry Mooduraman did thereby engage to repay to the said Aminjecarry Tondavaroya Moodeliar on or before the Tenth day of March then Next ensuing with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum from the Month of October aforesaid or when he should afterwards be thereunto required. Nevertheless the said Pooducherry Mooduraman hath not yet paid the said Sum of Money or any part thereof to the said Aminjecarry Tondavaroya Moodeliar in his life time nor to the said Echoo Moodelly as Administrator as aforesaid since his decease although often required so to do, but to do this hath hitherto wholly refused and still doth refuse to the damage of the said Echoo Moodelly as aforesaid Five hundred Star Pagodas and therefore he brings his Suit and so forth and the said Echoo Moodelly brings into Court here the Letters of Administration of the Goods and so forth of the said Aminjecary Tondavaroya Moodeliar deceased by the Court of the Recorder of Madras which sufficiently prove to the Court here the granting thereof as aforesaid.

And Now at this day that is to say on the Sixth day of May in the 2d Term until which day the said Poodacherry Mooduraman had leave to impanle to the said Plaint and then to answer the same &c as well the said Echoo Moodelly by his said Attorney as the said Pooducherry Mooduraman in his own person do come before the Court here and the said Pooducherry

fo 35

Pondicherry Moodeliar defends the wrong and injury when &c and says that
in Bar or Preclusion of the said actions of the said Etches Mandilly he
which the said Etches Mandilly complains therein ought not to be
said Pondicherry Moodeliar Therefore it is Considered by the Court
here that the said Etches Mandilly do recover against the said Etches
Moodeliar his said Debt amounting to the Sum of Three hundred and
Twenty Pagodas and also Seventy Nine Pagodas and Eighteen Fanams for
his Damages which he hath sustained as well by Occasion of detaining
the said Debt as for his Costs and Charges by him about the suit in
behalf expended making together the Sum of Three hundred and Ninety
Pagodas and Eighteen Fanams by the Court here adjudged to the said Etches
Mandilly for his assent and that he have Execution thereof and the said
Pondicherry Moodeliar in Mercy &c

Judgment signed on behalf of the Plaintiff 3 June 1802

W Temple Dr Roll's

Mercy

Writ of Execution issued on the 3d June 1802

And thereupon the said Etches Mandilly by
Disney his attorney prays a writ of our Lord the King to be directed
to the Sheriff of Madraspatam to cause him to levy and make of
the Houses, Lands, Debts and other Effects which belong
to the said Pondicherry Moodeliar the Sum of Three hundred and
Nine Pagodas and eighteen Fanams - and it is granted unto him
Returnable here on the Second day of June Instant

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss } Pooravavankum Shasha pillay puts in his place George Chalmer his attorney against Mootaul Chittyar in a Plea of debt -

Fort St George Madras ss } The said Mootaul Chittyar puts in his place Robert Orme his attorney at the Suit of the said Pooravavankum Shasha pillay in the Plea aforesaid -

Be it Remembered that in the First Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Pooshasha Pillay by George Chalmer his attorney and brought into the said Court then there his certain Plaint against Mootaul Chittyar in a Plea of debt - and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say -

Fort St George Madras ss } Pooravavankum Shasha pillay by George Chalmer his attorney complains of Mootaul Chittyar being an Inhabitant of Madras and as such liable to the Jurisdiction of this Honble Court, of a Plea that he render to him Nine hundred Star Pagodas Current Money of Madras which he owes to and unjustly detains from him. For that whereas the said Mootaul Chittyar heretofore, to wit, on the twenty third day of March in the Year one thousand eight hundred and One, at Madras aforesaid, by his Certain writing obligatory in the Malabar Language duly Executed according to the Customs of the Natives here and to the Court here now shewn the date whereof is the same day and year aforesaid acknowledged to have borrowed and received of the said Shasha pillay the Sum of Nine hundred and Ninety Star Pagodas Current Money aforesaid which Sum

Plaint filed the 10th day September 1801 -

from the said Mootaul Chitty he hereby engage or stipulate to pay to the said Sha
pillay on or before the Thirtieth day of April in the said year one thou
eight hundred and one with all such interest as should or might become
thereon at the rate of Twelve per Cent per Annum Commencing from the
third day of March and the said Shasha pillay in fact says that there is
due and owing to him from the said Mootaul Chitty upon the said Writ
obligatory for principal and interest the Sum of Nine hundred and Six
And whereby the said Mootaul Chitty (altho often required) hath
respect hindered the said Sum of Nine hundred and Six Pagodas or any
to the said Shasha pillay but hath wholly refused so to do to the damage
said Shasha Pillay of Twenty Pagodas and thereof he brings suit

And the said Mootaul Chitty by Robert Orme his attorney
and defends the wrong and injury when &c and says that he ought not
in the said Plaint mentioned is not his Deed in manner & form &c
this he puts himself upon the Court &c - And the said Poovanavan
Shasha Pillay by Thomas Dismy his present attorney doth likewise

And Now on this 2d Term that is to say on the fifth day
May to which day was given as well to the said Poovanavan Shasha
as to the said Mootaul Chetty to inform the Court of the premises, whe
came the parties aforesaid by their attornies aforesaid, and the said Court
heard the respective Allegations of the parties by their Advocates
and the truth thereof duly and deliberately considered the evidence
both sides as to the Issue joined between the parties, say that the said
Chetty did undertake and promise in manner and form as the said Poo
Shasha pillay hath in his said Plaint in that behalf therein alleged
the Justices aforesaid assess the damages of the said Poovanavan Shas
pillay by occasion of the not performing the promises and undertakings
the said Plaint of the said Poovanavan Shasha pillay mentioned to
his Costs and Charges by him about his Suit in this behalf expended

Plea filed the 19th Day of October 1801 -

Issue Joined

Judgment signed on behalf of the Plaintiff 5th June 1802.

Dr Simpkin Dr Booth

amounting to Seven hundred and eighty seven Pagodas - Therefore it is ordered that the said Poovanavan Shasha Pillay do recover against the said Mootaul Chetty his damages aforesaid in form aforesaid assessed and also Ninety four Pagodas and Sixteen fanams for his said Costs and Charges by the said Court now here adjudged to the said Poovanavan Shasha pillay with his assent which said Damages Costs and Charges in the whole amount to the Sum of Eight hundred and eighty one Pagodas and Sixteen fanams and that he have Execution thereof and the said Mootaul Chetty is in mercy &c

mercy

And thereupon the said Poovanavan Sasha Pillay by Thomas Dismy his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madrapatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Mootaul Chetty the Sum of Eight hundred and eighty one Pagodas and Sixteen fanams - And it is granted unto him returnable here on the Seventh day of June Instant.

Writ of Execution Issued the 3d June 1802

Fort Saint George Madras aforesaid notwithstanding and that the said Vadeppa Chetty
Common Cuttamoory Mootliar to pay him the said last mentioned sum of Money
the said Vadeppa Chetty should be thereunto afterwards required. Nevertheless
Vadeppa Chetty not regarding his said several promises and Undertakings so
make no Manner and form aforesaid but Contriving and fraudulently intending
Ability to Answer and Defend the said Common Cuttamoory Mootliar in the
hath not yet paid the said several Sums of Money or any of them or any part thereof
said Common Cuttamoory Mootliar (although so to do to the said Vadeppa Chetty
requested by the said Common Cuttamoory Mootliar so often as he the same by the
last aforesaid and often both before and afterwards to wit at Fort Saint George
aforesaid) but the said Vadeppa Chetty to pay the same or any Part thereof
thereof hath hitherto wholly refused and still doth refuse to the damage of the
Common Cuttamoory Mootliar of Two Thousand Star Pagodas and therefore he
bringeth Suit &c.

And Now in this Second Term in the Year one thousand eight
and Five that is to say on the first Day of the Term aforesaid before the
Vadeppa Chetty says Nothing in bar or preclusion of the said action of the said Common
Cuttamoory Mootliar by which the said Common Cuttamoory Mootliar
therein mispleaded against the said Vadeppa Chetty whereupon the said Common
Cuttamoory Mootliar ought to recover his Damages by occasion of the Premises
afterwards to wit on the 12th. Day of May in the same Term before the said Court here
inquired what Damages the said Common Cuttamoory Mootliar had sustained
by the Means aforesaid as for his Cost & Charges by him about his Suit in this behalf
Expended he said and assessed that the said Common Cuttamoory Mootliar had sustained
Damages by occasion of the Premises over and above his Cost & Charges by him
Sixty Hundred and Fifteen Star Pagodas and for his Cost & Charges by him
and Thirty Six Star Pagodas and Thirty eight Fanams. Whereupon it is
Considered that the said Common Cuttamoory Mootliar Plaintiff against the said Vadeppa
Chetty his Damages his Cost aforesaid by the Court aforesaid ordered and adjudged
Damages in the whole amount to one thousand six hundred and fifty one Star Pagodas
thirty eight Fanams and the said Vadeppa Chetty in Mercy &c.

Judgment signed 5th June 1802 — W Complin Pr Roe

mercy

Writ of Execution filed the 5th June 1802

And thereupon the said Common Cuttamoory Mootliar by Robert
his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras
Fanam to Cause him to have and make of the Goods, Lands, Debts and other Effects
which belong to the said Vadeppa Chetty the Sum of one thousand six hundred
fifty one Pagodas and thirty eight Fanams and that it may be made and then
returnable here on the eighth day of June Instant

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Guillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of this Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras } ss - } Francis Lautour, Peter Coulon and Joseph Geslin put in their place George Chalmer and Alexander Anstruther their attornies against Benjamin Roebuck, James Brodie and John Chinnery in a Plea of Trespass on the case -

Fort St. George Madras } ss - } The said Benjamin Roebuck, James Brodie and John Chinnery put in their place Emanuel Samuel their attorney at the Suit of the said Francis Lautour, Peter Coulon and Joseph Geslin in the Plea aforesaid

Be it remembered that in the third Term in the Year of our Lord 1801 before the late Court of the Recorder of Madras from which Court are transferred to this Honble Court all the proceedings and Records of the said Court of the Recorder came Francis Lautour, Peter Coulon and Joseph Geslin by George Chalmer and Alexander Anstruther their attornies and brought into the said last mentioned Court then there their certain Plaint against Benjamin Roebuck, James Brodie and John Chinnery in a Plea of Trespass on the case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit -

Fort St. George Madras } ss - } Francis Lautour, Peter Coulon and Joseph Geslin by George Chalmer and Alexander Anstruther their Attornies Complain of Benjamin Roebuck, James Brodie and John Chinnery being — British Subjects and as such liable to the jurisdiction of this Honble Court For that Whereas the said Francis, Peter and Joseph Lautour fore to wit on the fourth day of February in the year One thousand eight hundred at Madras aforesaid for and on behalf and by directions of certain persons Carrying on the trade of Merchandize in Copartnership by the name style and firm of Mess^rs Bourgh and Stevenson at Tranquebar then being apart of the Dominions of the King of Denmark but now subject to the Presidency of Fort Saint George according to the usage and Custom of Merchants caused and procured to be made a certain writing or Policy of assurance purporting thereby and containing therein —

Plaint filed the 17th day of July 1801 upon a Policy of Insurance

that

that the said Francis Peter and Joseph (by the partnership name description of Messrs Peters and Co.) for and on account of Th Harrop and Thornton of Tranquebar and other Europeans as well their own names as for and in the names and name of all and every or persons to whom the same did might or should appertain or in all did Make Assurance and caused themselves and them of them to be insured lost or not lost at and from Madras or any or places on the coasts to the Westward of Malacca to Tranquebar liberty to touch at all intermediate Ports upon the Body Tackle Ordnance Ammunition Artillery Boats and other Furniture Goods and Merchandizes of and in the Good Ship or Vessel Called Charlotte Amelia burthen Tons or thereabouts whereof under God for that time present Master should go for a Master in the said Ship or by substitute and Named the said Ship or the Master thereof was or should be Called Beginning the Adventures upon the said Ballast Goods Merchandizes whatsoever from and immediately following the thereof on board the said Ship and so to Pegu and there said Ship with all her Tackle Apparel Ordnance Ammunition Boat and other Furniture also her Goods and Merchandizes arrived at Tranquebar and there so safely delivered from of her and it should be lawful for the said Ship in that Voyage and sail to and touch and stay at any Ports and places whatsoever any Refreshments or Repairs without prejudice to this said said Ship and the Goods and Merchandizes laden therein for so Concerned the Assured were and should be Valued and Valued at Nine thousand and five hundred Star Pagodas touching the Adventures and perils which they the Assurers were Contented to bear and did take upon themselves in that Voyage they were of the Loss Arrest Restraint of Princes Enemies Pirates Rovers Thieves Jettisons Letters of Mart and Counter Mart Reprisals

Quality soever Barretry of the Master and Mariners and of all other perils Losses and Misfortunes that had or should come to the hurt detriment or damage of the said Ship and her Cargo or any part thereof and in Case of any loss or Misfortune it should be lawful for the Assured their Factors Servants and Assigns to sue labour and travel for in and about the defence safeguard and Recovery of the said Ship and her Cargo or any part thereof without prejudice to that Insurance to the Charges whereof they the Assurers would Contribute And it was Agreed by them the Assurers that that wareing or Policy of Assurance should be of as much force and effect as the surest Wareing or Policy of Assurance Made in London And so they the Assurers were contented and did thereby promise and bind themselves their heirs Executors Goods and Chattels to the Assured their Executors Administrators and Assigns for the true performance of the premises confessing themselves paid the Consideration due unto them for that Assurance at and after the Rate of three per Cent and they the Assurers did Covenant promise and Agree and Oblige themselves their Heirs Executors Goods and Chattels in case of loss happening (which God forbid) to satisfy and pay the sum or Money by them so Assured upon the abatement of two per Cent and no More Provided always that they paid the sum of Money so Assured at the expiration of six Months after proper Notice thereof being given to them the Assurers Otherwise no abatement whatsoever to be made but to pay the full sum any usage or Custom or the Contrary Notwithstanding and it was thereby further Agreed that if any difference or dispute should arise between the Assured and them the Assurers it should be referred to arbitration and the Assured on the One part should name one or two proper persons for arbitrators and they the Assurers on the other part should do the like either party having the Option to prefer the greater number to which the other party must conform That such two or four persons so Chosen not Agreeing on an award

amicable Manner call in as Three or fifth persons as empire by the
Judgment, awards and determination of which three or five persons
three or five persons or the Major part of them the said Assured
they the Assurers should be firmly bound — And in and by the said
Writing or Policy of Assurance it was provided that pirates by
only were allowed to land the property after the ship arrived in
Exception was also declared in and by the said writing or Policy
Assurance Against any Hostilities that might be committed
any European or American power and against any Civil or
detention of the Government Manilla Siam or Pegue which
Risks were to be borne by the Assured and not by the Assurers and
an Exception was also strictly declared Against the Risk of the
Coast of Coromandel between the fifteenth October and
December both days inclusive any thing therein before contained
the Contrary Notwithstanding And it was also provided in and
the said Writing or Policy of Assurance that the said Ship and
Freight should be free of Average under ten per Cent unless general
or the Vessel be stranded and Ships Provisions of all Kinds were
thereby Warranted free of Average unless general or the Ship be
stranded Salt Sugar Sugary Rice which Said and were Warranted
free from Average under ten per Cent and all other Goods free of any
under five per Cent unless general or the Ship should be stranded and
said Insurance was by the said Writing or Policy of Assurance declared
to be upon Money or Goods or Bar Gold or Gold Dust as should
Might appear being only part of the Assureds Risk and against the
Sea Risk only any thing therein before contained to the Contrary notwith-
standing as by the said Writing or Policy of Assurance More fully
appears of which said Writing or Policy of Assurance the said Benjamin
James and John afterwards to wit

Madras aforesaid in consideration that the said Francis, Peter and Joseph
at the special instance and request of the said Benjamin, James and John
had then and there paid to the said Benjamin, James and John the sum of
Two hundred and eighty five Star Pagodas Current Money of Madras as
as premium and Reward for the Assurance of nine thousand and five
hundred Star Pagodas upon the premises in the said writing or Policy of
Assurance Mentioned and had then and there Undertaken and to the said
Benjamin, James and John faithfully promised to perform and fulfil
every thing in the said writing or Policy of Assurance on the part and
behalf of the assured to be done performed and fulfilled they the said
Benjamin, James and John undertook and to the said Francis, Peter and
Joseph then and there faithfully promised that they the said Benjamin,
James and John would become Assurers to the said Francis, Peter and
Joseph for the said Sum of nine thousand and five hundred Star Pagodas
and upon the premises Mentioned in the said writing or Policy
of Assurance and would do perform and fulfil all things in the said
writing or Policy of Assurance contained on their part and behalf as such
Assurers as aforesaid as to the said Nine thousand five hundred Star
Pagodas to be done performed and fulfilled and the said Benjamin, James
and John then and there became the Assurers to the said Francis, Peter
and Joseph of and upon the premises aforesaid and then and there subscri-
bed the said writing or Policy of Assurance as such Assurers for the said
Sum of nine thousand five hundred Star Pagodas to wit at Madras
aforesaid and the said Francis, Peter and Joseph say that after the
Making of the said Policy of Assurance to wit on the Twenty ninth
day of March in the year aforesaid the said Ship or Vessel Called
the Charlotte Amelia in the said Policy of Assurance Mentioned
being then in good safety at Malacca in the said Policy of
Assurance Mentioned divers Goods and Merchandizes Consisting of
Money Goods Bar Gold and Gold Dust of great Value to wit of
the Value of fifty thousand Star Pagodas of the Current Money of
Madras

or Colonies and they should go for or Masters ... the said Ship ... intitled the name or names the said Ship or the Master thereof ... should be named or Called Beginning the Adventure upon the ... Bottom Goods and Merchandizes whatsoever from and immediately ... the loading thereof on board the said Ship and so to continue ... endueing until the said Ship with all her Tackle Apparel, Ord... Munition Artillery Boat and other Furniture also her Goods and ... Merchandizes should be arrived at Tranquebar and there ... safely delivered from on board of her and it should be lawful for ... said Ship in that Voyage to proceed and sail to and touch and ... at any Ports and Places whatsoever for Necessary Refreshment ... without prejudice to that Insurance the said Ship and the Goods ... Merchandizes laden thereon for so much as concerned the Assured ... and should be Valued and Valued by Agreement at nine thousand ... hundred ... Assurers were Contented to bear and did take upon themselves in the ... Voyage they were of the Seas Men of War Fire Enemies Pirates ... Thieves Jettisons Letters of Mart and Counter Mart Suprisals and ... at Sea Arrests Restraints and detainments of all Kings Princes and ... People of what Nation Condition or Quality soever Barratry of the ... Master and Mariners and of all other perils losses and Misfortunes ... had or should come to the Hurt detriment or damage of the said Ship ... her Cargo or any part thereof, And in case of any loss or Misfortune ... should be lawful for the Assured their Factors Servants and Assigns ... to sue, labour and travel for in and about the defence safeguard and ... recovery of the said Ship and her Cargo or any part thereof without ... prejudice to that Insurance to the Charges whereof they the Assurers ... would contribute And it was Agreed by them the Assurers that this ... writing or Policy of Assurance should be of as much force and ... effect as the surest writing or Policy of Assurance made or Given ... And so they the Assurers were Content...

...bind themselves their Heirs Executors Goods and Chattles to the Assured, their ... Executors Administrators and Assigns for the true performance of the premises confessing themselves paid the Consideration due unto them for that Assurance at and after the Rate of three per Cent. And they the Assurers did covenant promise and Agree and Oblige themselves their Heirs Executors Goods and Chattles in case of loss happening (which God forbid) to satisfy and pay the Sum of Money by them so Assured upon the abatement of two per Cent and no more Provided always that they paid the Sum of Money so Assured at the Expiration of six Months after proper Notice thereof being given to them the Assurers. Otherwise no Abatement whatsoever to be Made, but to pay the full Sum any usage or custom on the contrary notwithstanding - and it was thereby further Agreed that if any difference or dispute should Arise between the Assured and them the Assurers. it should be Referred to Arbitration and the Assured on the one part, should name one or two prosper persons for Arbitrators and they the Assurers on the other part should do the like, either party having the option to prefer the greater Number. to which the other party Must conform ... four persons so chosen not Agreeing on an Award should call in a third or fifth person as umpire. by the Judgment Award and determination of which two or four persons or three or five persons or the Major part of them the said Assured And they the Assurers should be firmly bound - And in and by the said last Mentioned Writing or Policy of Assurance it was provided that fourteen days only were Allowed to land the property after the Ships Arrival An Exception was also declared in and by the said last Mentioned Writing or Policy of Assurance Against any Hostilities that Might be Committed by any European or American pirates and Against any Risks or detention of the Governments of Manilla Siam or Pegue which Risks were to be borne by the Assured and not by the Assurers and an Exception was also declared Against the Risk of the Coast of Coromandel between the fifteenth October and the fifteenth December both days inclusive any thing therein before contained to the Contrary Notwithstanding And it was also provided in and by the said last Mentioned Writing or Policy of Assurance that the said Vessels and freights should be free of Average - and under...

under his pro Risk as aforesd on the Ships &c. hereinbefore mentioned &c
ons of all kinds were thereby warranted free from Average unless gene
the Ship should be stranded. Salt. Sugar. Fagoy Rice and all
warranted free from average under ten pro Cent. and all other Goods
Average under five pro Cent unless general or the Ship should be
and the said Insurance was by the said last Mentioned Policy of
declared to be upon Money or Goods or Rice Gold or Gold dust and
Might Appear being only part of the Aforesd Risk and Adventure
Risk only any thing therein before Contained to the Contrary Notwithst
as by the said last Mentioned writing or Policy of Assurance More
Appears of which said last Mentioned writing or Policy of Assu
the said Benjamin, James and John aforesaids to and in the said
said year last aforesaid at Madras aforesaid had Notice And the
aforesaids to wit on the same day
aforesaid in Consideration that the said Francis, Peter and Joseph at
special instance and Request of the said Benjamin, James and John
Sum of Two hundred and eighty four Star Pagodas Current Money
as a premium and Reward for the Assurance of Nine thousand and
hundred Star Pagodas upon the premises in the said last Mentioned
writing or Policy of Assurance Mentioned and had then and there
taken and to the said Benjamin, James and John faithfully promised
perform and fulfil every thing in the said last Mentioned writing
Policy of Assurance on the part and behalf of the Assured to be
performed and fulfilled They the said Benjamin, James and John
undertook and to the said Francis Peter and Joseph then and there
=fully promised that they the said Benjamin James and John would
become Assurers to the said Francis Peter and Joseph for the said
Mentioned Sum of Nine Thousand and five hundred Star Pagodas
of and upon the premises Mentioned in the said last Mentioned
writing or Policy of Assurance and would perform and fulfil
things in the said last Mentioned

is to the said Nine Thousand five hundred Star Pagodas to be
done performed and fulfilled and the said Benjamin, James and
John then and there became the Assurers to the said Francis, Peter
and Joseph of and upon the premisses aforesaid and then and there
subscribed the said last Mentioned writing or Policy of Assurance
as such Assurers for the said Sum of Nine Thousand five hundred Star
Pagodas to wit at Madras aforesaid And the said Francis, Peter and
Joseph say that after the making of the said Policy of Assurance
to wit on the said Seventy Ninth day of March in the year
aforesaid the said Ship or Vessel called the Charlotte Amelia
in the said last Mentioned Policy of Assurance Mentioned
being then in good safety at Malacca in the said last Mentioned
Policy of Assurance Mentioned divers goods and Merchandizes
consisting of Money Goods, but Gold dust of great Value to wit of
the Value of fifty Thousand Star Pagodas of
Madras aforesaid were Shipped by and on Account of the said persons
so trading under the partnership Name of the Messrs Harrop and
Stevenson on board of the said Vessel called the Charlotte
Amelia to be carried therein from Malacca aforesaid to
Tranquebar on the said Voyage in the said last Mentioned
Policy of Assurance Mentioned to wit at Madras aforesaid
and the said Persons so trading under the partnership Name of
Messrs Harrop and Stevenson for whose use and benefit and on
whose Account and Risk the said Insurance was Made as
aforesaid at the time of lading of the said Money Goods and
Merchandizes thereon and until and at the time of the loss herein
after Mentioned were interested in the said Money goods and
Merchandizes so laden on board of the said Ship or Vessel
called the Charlotte Amelia in the said last Mentioned Policy
of

of Assurance Mentioned to the Larger amount and Expired the said
Nine thousand & four hundred Star Pagodas to wit to the Amount of
Sums ever Insured thereon and the said Francis, Peter and Joseph
the said Ship or Vessel Called the Charlotte Amelia having the
Mentioned Money Goods and Merchandizes on board of her
Making of the said last Mentioned Policy of Assurance to wit
Month of

in the year aforesaid departed and set sail
the Voyage in the last Mentioned Policy of Assurance Mentioned
while so prosecuting her said Voyage on the high Seas the said Ship
Vessel Afterwards and before her Arrival at Tranquebar to wit
Twenty first day of September in the year aforesaid was by the
perils and dangers of the seas and by the force and Violence of the waves
and cast upon Rocks
Vessel and also the said last Mentioned Money Goods and Merchandizes
then being on board of the said Ship or Vessel were wholly lost to
Madras aforesaid of all which premises the said Benjamin James and
John Afterwards and More than six Months before the filing of the
Plaint to wit on the same day and year last aforesaid there had
and by reason thereof they the said Benjamin, James and John then
then became liable to pay to the said Francis Peter and Joseph
Sum of Money to wit the last Mentioned Sum of Nine thousand and
five hundred Star Pagodas as by them Insured as last aforesaid
According to the Meaning and effect of the said last Mentioned
Policy of Assurance and of the promises and undertakings so by them
Made in that behalf as aforesaid And whereas also the said
Benjamin, James and John Afterwards to wit on the same day
year last aforesaid at Madras aforesaid were indebted to the said
Francis, Peter and Joseph in the further Sum of Nine thousand and
five hundred

much Money by the said Francis, Peter and Joseph before that time paid, laid
out and Expended to and for the Use of the said Benjamin James and John at their
Special instance and Request and being so indebted they the said Benjamin, James and John
in Consideration thereof afterwards to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfully promised the said
Francis, Peter and Joseph to pay them the said last Mentioned Sum of Money when
they the said Benjamin, James and John should be thereto afterwards
Requested And Whereas also the said Benjamin James and John afterwards to wit on the
same day and year last aforesaid at Madras aforesaid were indebted to the said
Francis, Peter and Joseph in the further Sum of Nine thousand and five hundred
Star Pagodas Current Money aforesaid for so much Money by the said Benjamin
James and John before that time had and received to and for the Use of the said
Francis, Peter and Joseph and being so indebted they the said Benjamin, James and
John in Consideration thereof afterwards to wit on the same day and year last
aforesaid at Madras aforesaid undertook and then and there faithfully promised
the said Francis, Peter and Joseph to pay them the said last mentioned Sum
of Money when they the said Benjamin, James and John should be thereto afterwards
Requested - Nevertheless the said Benjamin, James and John not regarding
their said Several promises and undertakings so by them made as aforesaid
but Contriving and fraudulently intending Craftily and Subtilly to deceive and
defraud the said Francis Peter and Joseph in the premises have not nor hath
either of them Yet paid the said Several Sums of Money or any part thereof
to the said Francis, Peter and Joseph or either of them nor in any manner
Satisfied them for the same, altho often Requested so to do - but to pay
the same to the said Francis, Peter and Joseph they the said Benjamin
James and John have wholly refused and still do refuse Contrary to the
form and Effect of the said Promises and undertakings so by them
made

make in that behalf as aforesaid and to the damage of the said Francis
and Joseph of twenty thousand Pagodas and there of they bring Suit

Plea filed the 8th Day of August 1801

And the said Benjamin, James and John by Doctor
their Attorney come and defend the wrong and injury when &c and say
they did not undertake or promise in manner and form as the said
Peter and Joseph have above thereof Complained against them and
of this they put themselves upon the Court &c — And the said

Issue Joined

Francis, Peter, and Joseph do the like —

Suggestion of the death of James Bodie one of the Defendants filed 12 March 1802

Afterwards to wit on the Twelfth day of March in
the Year of our Lord one thousand eight hundred and two at Madras, the
said Francis, Peter and Joseph came and Suggest to the Court here
According to the Form of the Statute in that Case made and provided
that the said James after the
Continuance of the Plea aforesaid
on the Twenty Sixth day of October in the Year of our Lord one thousand
hundred and one, died — and this is not denied Therefore it is
proceedings against the said James cease; Wherefore the said Plaintiffs
Judgment the said Benjamin and John and their Damages Costs and
Charges by them Sustained in the Premises to be adjudged to them &c

Afterwards that is to say on the eighth day of April in
the Year of our Lord one thousand eight hundred and two at the Term
before the Justices of the Supreme Court of Judicature at Madras (unto which
Court the Record of the Plaint and Plea aforesaid hath been duly Removed)
come the Parties aforesaid by their respective attorneys aforesaid — And
thereupon the said Francis Peter and Joseph in as much as they cannot say
the said Plea of the said Benjamin James and John finally here in Court against
that they will not further prosecute their Suit against the said Benjamin James
and John — Therefore it is Considered by the said Court here that the

Judgment signed on behalf of the Defendants 11th June 1802

said Francis Peter and Joseph take nothing by their said Plaint but
that they and their Pledges to prosecute be in Mercy &c — And that

Mercy

the said Benjamin, James and John do go thereof without day — And it is further
Considered by the said Court here that the said Benjamin, James and John
do recover against the said Francis, Peter and Joseph one thousand six hundred
and two arcot Rupees and three fanams for their Costs and Charges laid out
by them about their defence in this behalf by the Court here adjudged to
the said Benjamin, James and John and with their assent and that the said
Benjamin, James and John have Execution thereof &c —

Peter and Joseph [illegible] by the partnership name and style of
Messrs. Thomas Boulcher & Co for and on Accounts of Messrs. [illegible]
and Stevenson as well on their own Accounts as for and on behalf
and names of all and every Person or Persons to whom the same
might or should appertain in part or in all did make Assurance
and Cause themselves and them and every of them to be Assured
lost or not lost from Malacca or any Port or Places on the Coast
to the westward of Malacca to Tranquebar with Liberty to touch
at all or any intermediate Ports or Places upon the Voyage and
Apparel, Ordenance, Munition Artillery, Boat and other
also the Goods and Merchandizes of and on the Good Ship or Vessel
called the Charlotte Amelia Burthen
Whereabout is Master God for that the present
or whosoever else should go for Master on board the said
Ship or by whatsoever other name or names the said Ship or the Master
thereof was or should be named or called Beginning the Assurance
upon the said Bottom Goods and Merchandizes whatsoever from
and immediately following the Loading thereof on board the said
Ship and so continue and endure whilst the said Ship and
her Tackle Apparel, Ordenance, munition Artillery Boat and
other Furniture also her Goods and Merchandizes should be
arrived at Tranquebar and the same be safely delivered from
on board of her and it should be Lawfull for the said Ship
that Voyage to proceed and sail to and touch and stay at any
and Places whatsoever for Necessary Refreshments or Repairs in the
prejudice to this Insurance the said Ship and the Goods and Mer-
dizes laden thereon for so much as concerned the Assured were
should be valued and estimated by Agreement at Sixteen Thousand
Pagodas touching the adventures and perils which they the Assurers
were contended to bear and did take upon themselves in the
Voyage they were of the Assurance

Thieves, Jettizons, Letters of Mart and Counter Mart, Surprisals,
Takings at Sea, Arrests, Restraints and Detainments of all Kings
Princes and People, of what Nation Condition or Quality soever, Barratry
of the Master and Mariners and of all other perils Losses and Misfortunes
that had or should come to the hurt, detriment, or damage of the said
Ship and her Cargo, or any part thereof and in case of any Loss or
misfortune it should be lawful for the Assured their factors, Servants
and Assigns, to use labour and travel for in and about the defence
Safeguard and recovery of the said Ship and her Cargo or any part
thereof without prejudice to this Insurance to the Charges whereof they
the Assurers would contribute and it was agreed by them the Assurers that
this Writing or Policy of Assurance should be of as much force and
Effect as the surest Writing or Policy of Assurance made in London and
so they the Assurers were contented and did thereby Promise and bind
Executors Goods and Chattels in Case of Loss happening for which God forbid
to satisfy and pay the sum of Money by them so Assured upon the
Abatement of two per Cent and no more Provided Always that they
paid the sum of Money so Assured at the expiration of Six Months
after proper Notice thereof being given to them the Assurers whereupon no
abatement whatsoever to be made but to pay the full sum any usage
or Custom to the Contrary Notwithstanding And it was thereby further
agreed that if any difference or dispute should arise between the
Assured and them the Assurers it should be referred to Arbitration
and the Assured on the one part should name one or two proper
persons for Arbitrators and they the Assurers on the other part should
do the like either party having the option to prefer the greater
Number

Number to which the other party must conform. That such two or more persons to chuse not agreeing as many doctors should take one of the persons as compleve by the Judgment Award and determination which two or four persons or three or five persons or the Majority of them the said Assurers and they the Assurers should be finally bound and ov and by the said Writing or Policy of Assurance does provide that fourteen days only were allowed to land the property after the Ships Arrival. An Emplem was also declared in and by the said or Policy of Assurance against any risk or detention of the Government Manilla Siam or Pegue which risk were to be borne by the Assurers and not by the Assurers and an Exception was also thereby declared against the Risks of the Coast of Coromandel between the Fifteenth October and the Fifteenth December both inclusive of therein before Contained to the Contrary Notwithstanding and it provided in and by the said Writing or Policy of Insurance that if Vessel or Freight should be free of damage under ten per Cent unless or the Vessel should be stranded and Ships Provisions & all Goods thereby Warranted free of damage unless general or the Ship should Stranded, Sails, Anchors Cables Rigging Boats and Guns and Ammunition free from damage under ten per Cent and all other goods free average under five per Cent Unless general or the Ship should Stranded and the said Insurance was by the said written or Policy Assurance declared to be upon money or goods or Bar Gold or Gold as Interest might appear and declared against the risk only and being a part of the risk to be covered amounting to Pagodas Forty Thousand and three hundred as by the said Writing or Policy of Assurance more fully appears of which said writing or Policy of the said Sarguis Jacob John and James assurance to which day and year aforesaid at Madras aforesaid had relation and thereupon afterwards to wit on the

aforesaid at Madras aforesaid in Consideration that the said Frances Peter and Joseph at the special Instance and request of the said Sarguis Jacob John and James had then and there paid to the said Sarguis Jacob John and James the Sum of three Hundred and Sixty Star Pagodas Current Money of Madras as a Premium and reward for the Assurance of Twelve Thousand Star Pagodas upon the premises in the said Writing or Policy of Assurance mentioned and had then and there undertaken and to the said Sarguis Jacob John and James faithfully promised to perform and fulfil every thing in the said writing or Policy of Insurance on their part and behalf to the Assured to be done performed and fulfilled they the said Sarguis Jacob John and James undertook and to the said Frances Peter and Joseph then and there faithfully promised that they the said Sarguis Jacob John and James would become Assurers to the said Frances Peter and Joseph for the said Sum of Twelve Thousand Star Pagodas of and upon the Premises mentioned in the said Assurance and would do perform and fulfil all things in the said Writing or Policy of Assurance contained on their part and behalf as such Assurers as aforesaid as to the said Twelve Thousand Star Pagodas to be done performed and fulfilled and the said Sarguis Jacob John and James then and there became the Assurers to the said Frances Peter and Joseph of and upon the premises aforesaid and then and there subscribed the said Writing or Policy of Assurance as such Assurers for the said Sum of Twelve Thousand Star Pagodas to wit at Madras aforesaid and the said Frances Peter and Joseph say that after the making of the said Policy of Assurance to wit on the Twenty ninth day of March in the Year aforesaid the said Ship or Vessel called the Charlotte Amelia in the said Policy of Assurance mentioned being then in good safety at Malacca in the said Policy of Assurance mentioned divers goods and merchandizes consisting of Money Goods Bar Gold and Gold dust of great Value to wit of the Value of Fifty thousand Star Pagodas of the Current Money of Madras were shipped by and on Account of the said Persons so trading under the partnership name of Messrs Harrop and Pearce

Sherinton on board of the said Vessel called the Charlotte and to bring them from Madras aforesaid to Tranquebar on Record Voyage in their Policy of Assurance Mentioned to Wit at 5 Pagodas as aforesaid and they is trading under the Portuguese Name of Pagoda and Rupees and Rupees whose Use and benefit and on whose Account and risk the said Assu was made as aforesaid at the time of Lading of the Money Goods and Me dize thereon and whilst and at the time of the loss hereafter mentio were interested in the said Money Goods and Merchandizes to be board the said Ship or Vessel called the Charlotte Rowlow on the said of Assurance Mentioned to a large Amount and beyond the said Sum Twelve Thousand Star Pagodas to Wit to the Amount of all the Monies and thereon and the said Francis Peter and Joseph say that the said Ship Vessel called the Charlotte Rowlow having the said Money Goods and in the Month of on the Day aforesaid departed and sailed from the Voyage on the said Policy of Assurance Mentioned and in Pursuance and her said Voyage the said Ship or Vessel afterwards and before the Tranquebar to Wit on the Twenty first day of September in the Year over by the mere perils and danger of the Seas and by the force and of the waves forced and cast upon rocks and were Bulged and overset said Ship or Vessel and also the said last mentioned Money Goods and Merchandizes then being on board the said Ship or Vessel were totally lost to the Great Damage of the said Francis Peter and Joseph and all which Premises the said Jacques Jacob John and James afterwards and more than six Months before the filing of this Bill to Wit on the Day and Year last aforesaid were duly informed and Certified and then became liable to pay to the said Jacques Jacob John and James the aforesaid Sum of Twelve Thousand Star Pagodas so by them insured as last aforesaid According to the Meaning and effect of the said Policy of Assurance and the Promises and Undertakings so by them made in that behalf as aforesaid And whereas also the said Jacob John and James afterwards to Wit on the Day and Year last aforesaid were and

still are indebted to the said Francis Peter and Joseph in the further Sum of Twelve Thousand Star Pagodas Current Money aforesaid for so much Money by the said Francis Peter and Joseph before that time paid laid out and expended to and for the said Jacques Jacob John and James at their special Instance and request and being so indebted they the said Jacques Jacob John and James in Consideration thereof afterwards to Wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Francis Peter and Joseph to pay them the said last Mentioned Sum of Money when they the said Jacques Jacob John and James should be thereto afterwards requested And whereas also the said Jacques Jacob John and James afterwards to Wit on the same day and year last aforesaid at Madras aforesaid were indebted to the said Francis Peter and Joseph in the further Sum of Twelve Thousand Star Pagodas Current Money aforesaid for so much money by the said Jacques Jacob John and James before that time had and received to and for the use of the said Francis Peter and Joseph and being so indebted they the said Jacques Jacob John and James in Consideration thereof afterwards to Wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Francis Peter and Joseph to pay them the said last mentioned Sum of Money when they the said Jacques Jacob John and James should be thereto afterwards requested Nevertheless the said Jacques Jacob John and James not regarding their said several Promises and undertakings so by them made as aforesaid but contriving and fraudulently intending craftily & subtilly to deceive and defraud the said Francis Peter and Joseph in the Premises have not nor hath either of them yet paid the said several Sums of Money or any part thereof to the said Francis Peter and Joseph or either of them nor in any manner satisfied them for the same all though often requested so to do but to pay the same to the said Francis Peter and Joseph they the said Jacques Jacob John and James have wholly refused and still do refuse contrary to the form and effect of the said Promises and undertakings so by them made in that behalf as aforesaid and to the damage of the said Francis Peter and Joseph of Twenty Thousand Pagodas and therefore they bring Suit &c

Plea filed the 19th March 1802

And the said Jacques Jacob John and James by Emanuel Samuel their Attorney come and defend the Wrong and Injury when &c and say that they did not undertake or promise in manner and form as the said Francis Peter and Joseph have above thereof Complained against them and of this they put themselves upon the Court

Issue Joined

And the said Francis Lantour Peter Coulon and Joseph Gedeon doth the like

And afterwards that is to say on the eighth day of April in the Year of our Lord one thousand eight hundred and two as of this Term

Second Term 1802

Judgment suppressed
by the Death of the Defendant
11th January 1802

Sir Thomas Strange
Chief Justice

Term before the Justices of the Supreme Court here came the Parties above named by their respective Attorneys aforesaid - And thereupon the said Francis Peter and Joseph as much as they cannot say the said Pleas of the said Surgeon Jacob John and James ought not further to prosecute their said against them into Court Confess that they will not further prosecute their said against the said Surgeon Jacob John and James Wherefore it is Considered by the Court that the said Thomas Peter and Joseph take nothing by their said Writ but that they and their Pledges to prosecute be in Mercy &c And that the said Surgeon John and James do go thereof without day - And it is further Considered by the Court here that the said Surgeon Jacob John and James do recover against the said Thomas Peter and Joseph one Thousand one hundred Pagodas as well for their Costs and Charges by them about their Defence in this behalf as for their Damages by the Court here adjudged to the said Surgeon Jacob John and James and with their assent but the said Surgeon Jacob John and James have Execution thereof -

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras ss. } Francis Lautour, Peter Coulon and Joseph Geslin put in their place George Chalmer and Alexander Anstruther their attorney against John Chinnery, James Connell and Thomas Parry in a Plea of Trespass on the Case

Fort St. George Madras ss. } The said John Chinnery, James Connell and Thomas Parry put in their place Emanuel Samuel their attorney of the Suit of the said Francis Lautour, Peter Coulon and Joseph Geslin in the Plea aforesaid

Fort St. George Madras ss. } Be it remembered that in the Third Term in the year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder) came Francis Lautour, Peter Coulon and Joseph Geslin by Chalmer and Anstruther their attorneys and brought into the said last mentioned Court then here their certain Plaint against John Chinnery, James Connell and Thomas Parry in a Plea of Trespass on the case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George Madras ss

Plaint filed the 17th July 1801

Francis Lautour, Peter Coulon and Joseph Geslin by George Chalmer and Alexander Anstruther their attornies complain of John Chinnery, James Connell and Thomas Parry - being British Subjects and as such liable to the Jurisdiction of this Honble Court For that Whereas the said Francis, Peter and Joseph heretofore to wit on the first day of February in the year of Our Lord One Thousand Eight hundred at Madras aforesaid for and on their behalf, and by directions of Certain Persons - carrying on the trade of Merchandize in Copartnership by the - Name, stile and Firm of Messrs Harrop and Stevenson at - Pegu there being a part of the Dominions of the King - of Ava then being subjects to the Presidency of Fort St George

According to the Usage and Custom of Merchants Could
presumed to be Made a certain Writing or Policy of Assu
purporting thereby and Containing Clauses that the said
Peter Du Joseph by the name & description of Mess
and Company) for and on Account of Messrs Bourgs and
Stevenson of Tranquebar and others Concerned as well as
Owners Masters as for and on the Name and Names of all
every Person or Persons to whom the same did Might or
Appertain in part or in all did Make Assurance and
themselves and them and every of them to be Insured lost or
lost at and from Malacca or any Port or Place on the
the Westward of Malacca to Tranquebar with liberty
touch at all intermediate Ports upon the Coast. Tackle Appa
Ordnance Munition Artillery Boats and other Furniture
the Goods and Merchandizes of and on the good Ship or
called the Charlotte Amelia Burthen Tons or
Whereof was Master under God for that Voyage and
or whosoever else should go for a Master in
said Ship or by whatsoever Other Name or Names the said
or the Master thereof was or should be Named or called
Beginning the Adventure upon the said Goods and
Merchandizes whatsoever from and immediately following the
loading thereof on Board the said Ship and so continued and
endue until the said Ship with all her Tackle Apparel Ordnance
Munition Artillery Boats and other Furniture and her Goods and
Merchandizes should be arrived at Tranquebar and there
safely delivered from on board of her and it should be lawful
for the said Ship in that Voyage to proceed and sail to and touch
and stay at any Ports and places Whatsoever for Necessary Refreshments
wants or Repairs without prejudice to that Insurance the said
Ship and the Goods and Merchandizes have been for remainder
as Insurance the Assurers

and perils which they the Assurers were contented to bear and did take
upon themselves in that Voyage, they were of the seas Men of War, Fire
Enemies, Pirates Rovers, Thieves, Jettizons Letters of Mart and Counter
Mart Surprisals Takings at Sea Arrests, Restraints and Detainments of
all Kings, Princes and People of what nation, Condition or Quality
soever Barretry of the Master and Mariners and of all other perils
Losses, and Misfortunes that had or should come to the hurt detriment
or Damage of the said and her Cargo or any part thereof, And in
case of any Loss or Misfortune it should be lawful for the Assured their
Factors, Servants and Assigns, to use Labour and travel for, in and about
the defence safeguard and Recovery of the said and her Cargo or
any part thereof without prejudice to that Insurance, to the charges
Whereof they the Assurers would Contribute And it was Agreed by them
the Assurers, that that Writing or Policy of Assurance should be of as
much force and effect as the surest Writing or Policy of Assurance
made in London And so they the Assurers were contented and did
thereby promise and bind themselves their Heirs Executors Goods
Chattels to the Assured their Executors Administrators and Assigns for
the true performance of the premises confessing themselves paid the
Consideration due unto them for that Assurance at and after the Rate of
per Cent and they the Assurers did covenant promise and Agree and
Oblige themselves their Heirs Executors Goods and Chattels in case of the loss
happening (which God forbid) to satisfy and pay the Sum of Money
by them so Assured upon the Abatement of two per Cent and no more
Provided always that they paid the Sum of Money so Assured
at the expiration of Six Months after proper Notice thereof being
given to them the Assurers Otherwise no Abatement whatsoever to be made
but to pay the full Sum any usage or custom or the contrary Notwithstan-
ding And it was thereby further Agreed, that if any difference or dispute
should arise between the Assured and them the Assurers it should be
referred to Arbitration And the Assured on the one part should Name one
or two proper persons for Arbitrators and they the Assurers on the other part
should do the like either party having the option to prefer the greater
number to which the other party must Conform That such two or four
persons not Agreeing on an Award should Call in a Third or
fifth

fifth Persons as employed by the Judgement, Award and Det
of which two or four persons a three or five persons of the Maj
of them, the said Assured and they the Assurers shall be
and endorsed by the said Writing or Policy of Assurance it was
that fourteen days only were allowed to land the property after
Ships Arrival and Exception was also declared in and by the
Writing or Policy of Assurance Against any Restraints or det
that might be Committed by any European or American
Against any Risk or detention of the Government of Manila
or Pegue which Risks were to be borne by the Assured and
Assurers and no Exception was also thereby declared Against
of the Port of Coromandel between the fifteenth October and
fifteenth December both days inclusive which exception includ
which Port between Jonjam and Pipe Pinnam any thing therein
Contained to the Contrary not
in and by the said writing or Policy of Assurance that the said Ship
Freight should be free of Average under five per Cent and for
or the Vessels be stranded and Ships Provisions of all Kinds
Warranted free from Average unless general or the Ship shall
stranded Salt, Sugar, Sugary Rice, Wheat and such like
free from Average under five per Cent and all other Goods free of Ave
under four per Cent unless general or the Ship should be stranded
said Insurance was by the said writing or Policy of Assurance
to be upon Money or Goods on Board the Ship or Ships Vessel or Vessels
Might Appear being part of the Assureds Risk and Against
only as by the said writing or Policy of Assurance more fully appears
which said writing or Policy of Assurance the said John James and
Thomas Ashmends to wit on the same day and year aforesaid
aforesaid had Written and Subscribed their Names or Firms
and year aforesaid at Madras aforesaid in Consideration that the
Francis Peter and Joseph all the general Risques and Dangers of the said
John James and Thomas had then paid to the said John James
and Promised the Sum of Three hundred Pagodas Current Money of
as a Premium for Assuring the said Sum of Money
upon the

faithfully promised to perform and fulfil every thing in the said
writing or Policy of Assurance on the part and behalf of the Assured to be
done performed and fulfilled they the said John, James and Thomas
undertook and to the said Francis, Peter and Joseph them and their faith
fully promised that they the said John, James and Thomas would
become Assurers to the said Francis, Peter and Joseph for the said Sum
of Ten Thousand Star Pagodas of and upon the Premises Mentioned
in the said writing or Policy of Assurance and would do perform and
fulfil all things in the said writing or Policy of Assurance contained
on their part and behalf as such Assurers as aforesaid as to the said
Ten Thousand Star Pagodas to be done performed and fulfilled and the
said John, James and Thomas then and there became the Assurers to the
said Francis, Peter and Joseph of and upon the premises aforesaid and
then and there subscribed the said writing or Policy of Assurance as such
Assurers for the said Sum of Ten Thousand Star Pagodas to wit at Madras
aforesaid and the said Francis, Peter and Joseph say that after the making
of the said Policy of Assurance and in the year aforesaid the said Ship or Vessel called the Charlotte Amelia
in the said Policy of Assurance Mentioned being then in good safety at
Malacca in the said Policy of Assurance Mentioned divers goods and
Merchandizes consisting of Money goods but Gold and Gold dust of great
Value to wit of the Value of Fifty Thousand Star Pagodas of the Current money
of Madras were shipped by and on Account of the said Persons so trading under
the partnership name of Messrs Cramp and Stevenson on Board of the said
Vessel called the Charlotte Amelia to be carried thence from Malacca
aforesaid to Tranquebar on the said Voyage on the said Policy of Assurance
mentioned to wit at Madras aforesaid and the said Persons so trading
under the partnership name of Messrs Cramp and Stevenson for whose use
and benefit and on whose Account and Risk the said insurance was made as
aforesaid at the time of lading of the said Money, Goods and Merchandizes
thereon and ever and at the time of the loss herein after Mentioned were interes-
ted in the said money goods and Merchandizes so laden on board the said
Ship or Vessel called the Charlotte Amelia in the said Policy of Assurance
mentioned to a larger Amount and beyond the said Sum of Ten Thousand
Star Pagodas to wit to the Amount of all the monies and insured thereon
and the said Francis Peter and Joseph say that the said Ship or Vessel
called the Charlotte Amelia having the said Money Goods and Merchandizes
on board of her after the making of the said Policy of Assurance to wit in
the year aforesaid departed and set sail upon the

the Voyage in the said Policy of Assurance mentioned upon the said
Voyage in the said Policy of Assurance mentioned and in the course of the
Voyage aforesaid and before her arrival at Trincomalee to wait on the
September in the year aforesaid touched at a certain Island Called
Nicobar the owner being an entire stranger to the Port on the Coast of the Voyage
the said Policy of Assurance mentioned and while she was lying and being at the
Island aforesaid under the said Ship or Vessel called the
many parts had dangers of the sea and the perils and Victories of the enemy
fitted and sent upon sales Damnifications and the said Ship with
said money goods and merchandizes which being on board of the same upon
to wit on the twenty first day of September in the year aforesaid safely lost
all Masters of ships of all other persons the said John James and Thomas
afterwards and more than six months before the filing of the Plaint to wit
the same day and year last aforesaid the said had received by Reason thereof
said John James and Thomas the said sum of
Francis Peter Du Joseph a large sum of Money to wit the aforesaid sum
Two Hundred Star Pagodas only Amount as aforesaid Amounting to the
Meaning and effect of the said Policy of Assurance and of the premium
undertaking only the Madras
the said Francis Peter Du Joseph afterwards to wit on the said
February in the said year One Thousand eight hundred at Madras aforesaid
for Self on behalf and by direction of the said persons carrying on trade
the partnership Name and firm of Messrs Young and Thomson Trading
usages and customs of Merchants upon such Insurance Usual and practised
a certain Other writing or Policy of Assurance purporting the said
Messrs Lindsay & Co.) for and on account of Messrs Young and
of Trincomalee and Others Christian or Names as for
in the Name and Names of all and every person or persons to whom
did might or should appertain in part or in all the Premises aforesaid
Caused themselves and them and every of them to be Insured lost or not
at and from Madras or any Port or Place on the Coast to the Southward
Madras & Trincomalee with liberty to touch at or intermediate Ports
the said Public Appeals Detention Molestation Restraint
Insurance also the Goods and Merchandizes of and on the
called the Charlotte Sinclair
was Master under God for that Time present Voyage
interested should go from Master on the said Ship or by substitute
Name or Names the said Ship or the Master thereof was or should be
or Called. Beginning the adventures upon the said Goods
Merchandizes aforesaid from and immediately following the
thereof on board the said Ship and so continuing and continuing
Ship with all

should be lawful for the said Ship in that Voyage to proceed and sail to and touch
and stay at any Ports and places Whatsoever, for Necessary Refreshment or Repairs
without prejudice to that Insurance the said Ship and the Goods and Merchan-
dizes Laden thereon for so much as concerned the Assured were and should be
Rated and Valued by Agreement at Five thousand Star Pagodas Touching the
Adventures and perils which they the Assurers were contented to bear and did
take upon themselves in that Voyage they were of the seas, Men of War, Fire
Enemies, Pirates, Rovers, Thieves, Jettizons, Letters of Mart and Counter
Mart Surprisals, Takings at Sea Arrests Restraints and detainments of
all Kings Princes and People of what Nation, Condition or Quality soever
Barretry of the Masters and Mariners and of all other perils Losses and
Misfortunes that had or should come to the hurt detriment or damage of the
said and her Cargo or any part thereof. And in case of any Loss or
Misfortune it should be lawful for the Assured their Factors Servants and Assigns
to sue labour and travel for in and about the defence, safeguard and Recovery of
the said and her Cargo or any part thereof, without prejudice to
that Insurance to the charge whereof they the Assurers would contribute; And
it was Agreed by them the Assurers that that Writing or Policy of Assurance
should be of as much force and effect as the surest writing or Policy of Assurance
Made in London and so they the Assurers were contented and did thereby bind
and bind themselves their heirs Executors Goods and Chattels to the Assured their
Executors Administrators and Assigns for the true performance of the premises
confessing themselves paid the Consideration due unto them for that Assurance
at and after the Rate of per Cent and they the Assurers did Covenant
promise and Agree and Oblige themselves their heirs Executors Goods and
Chattels in case of loss happening (which God forbid) to satisfy and pay
the Sum of Money by them so Assured upon the abatement of two per Cent
and no more Provided always that they paid the Sum of Money to
Assured at the expiration of six Months after proper Notice thereof
being given to them the Assurers Otherwise no abatement Whatsoever to
be Made but to pay the full Sum any usage or custom or the contrary
Notwithstanding And it was thereby further Agreed that if any difference
or dispute should Arise between the Assured and them the Assurers it
should not or be Referred to Arbitration and the Assured on the one
part should Name or two proper persons for Arbitrators and they the
Assurers on the other part should do the like either party having the
option to prefer the greater Number to which the other party must
Conform That such two or four persons so Chosen not Agreeing one an
award
should call in one third or fifth person as Umpire by the Judgment

award and determination of which two or some persons or three of them
or the Major part of them the said Assurers and they the Assurers should
finally bound - And in and by the said writing or Policy of Assurance it
it was provided that fourteen days only were allowed to land the goods
after the Ship arrived at Pulicat was also inserted in and by the last
Mentioned writing or Policy of Assurance against any Risques
detention that might be Committed by any Europeans or Americans
and Against any Risks or detention of the Government of Pegue
Siam or Pegue which Risks were to be borne by the Assured and
the Assurers and an Exception was also thereby declared Viz. that
of the Port of Coromandel between the fifteenth October and the
December both days inclusive which Exception excluded the
Port between Ganjam and Cape Comorin any thing therein before
to the Contrary notwithstanding and it was also by the said
writing or Policy of Assurance last Mentioned that the said Assured
Freight should be free of Average under five per Cent and if
Vessel be stranded the Ships Provisions of all kinds were thereby
free from Average and if general or the Ship should be stranded
Sugar Ginger Rice wheat and such like Commodities free from
under five per Cent and all the Goods free of Average under five
and if general or the Ship should be stranded - and the said
was by the said last Mentioned writing or Policy of Assurance
to Insure upon Money on Goods or Bees Gold - Silver and
Abroad being part of the aforesaid Risk and against and did only
last mentioned writing or Policy of Assurance More fully appears
which said writing or Policy of Assurance the said John James and
aforesaid has Notice And thereupon afterwards to wit on the same
day and year last aforesaid at Madras aforesaid in Consideration
the said Francis Peter and Joseph at the special instance and
of the said John James and Thomas had then and there paid to the
said John James and Thomas the Sum of Two Thousand Pagodas
Current Money aforesaid at or before the Insurance and Assurance for the aforesaid
of Ten Thousand Star Pagodas upon the premises in the said last
Mentioned writing or Policy of Assurance Mentioned and that the
and there undertaken and to the said John James and Thomas pro-
fully promised to perform and fulfil
Mentioned

James and Thomas undertook and to the said Francis Peter and Joseph
then and there faithfully promised that they the said John, James and Thomas
would become Assurers to the said Francis, Peter and Joseph for the said
last Mentioned Sum of Ten Thousand Star Pagodas of and upon the premises
Mentioned in the said last Mentioned writing or Policy of Assurance
and would do perform and fulfil all things in the said last mentioned
writing or Policy of Assurance Contained on their part and behalf, as such
Assurers as aforesaid as to the said Ten Thousand Star Pagodas to be done
performed and fulfilled and the said John, James and Thomas then and
then became the Assurers to the said Francis Peter and Joseph of and
upon the premises aforesaid and then and there subscribed the said last
Mentioned writing or Policy of Assurance as such Assurers for the said
Sum of Ten Thousand Star Pagodas to wit at Madras aforesaid and
the said Francis, Peter and Joseph say that after the making of the
said Policy of Assurance to wit on the said Twenty Ninth day of March
in the year aforesaid the said Ship or Vessel Called the Charlotte Amelia
in the said last Mentioned Policy of Assurance Mentioned sailed
then in good safety at Malacca in the said last Mentioned Policy of
Assurance Mentioned divers goods and Merchandizes Consisting of money
Goods bar Gold and Gold dust of great Value to wit of the Value of
fifty Thousand Star Pagodas of the Current Money of Madras aforesaid
were Shipped by and on account of the said Persons so trading under
the partnership Name of Messrs Ramsay and Stevenson on board of
the said Vessel Called the Charlotte Amelia to be carried thence from
Malacca aforesaid to Tranquebar on the said Voyage in the said
last Mentioned Policy of Assurance Mentioned to wit at Madras
aforesaid and the said persons so trading under the partnership name
of Messrs Ramsay and Stevenson for whose use and benefit and on whose
account and risk the said Insurance was Made as aforesaid at the time
of lading of the said Money, Goods and Merchandizes thereon and until
and at the time of the loss hereon after Mentioned were interested in the
said Money goods and Merchandizes so laden on board the said Ship
or Vessel called the Charlotte Amelia in the said last Mentioned
Policy of Assurance Mentioned to a large Amount and beyond the said
Sum of Ten Thousand Star Pagodas to wit to the Amount of all the Sums
aforesaid. And the said Francis, Peter and Joseph say that the

old Charges laid out by them in Court this Day in the Lobby of the
against the said John Benjamin and Thomas and with the
the said John, Benjamin and Thomas have Execution Prout &c

Appealed

And Now on this day of in the
one Thousand eight hundred and come the said John Cleary
Cassell and Thomas Perry by Counsel and the said Charges
to appeal from the aforesaid Judgment of the Court to our
Lord the King in His most Honorable Privy Council-
it is granted unto them -

Pleas Before The Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the second Term in the Year of our Lord one Thousand eight hundred and two -

Fort St George Madras } Mily Vancauchella Modelliar puts in his place Charles Walters his attorney against Sawmy Chitty the personal Representative of Sachah Caulastry deceased in a Plea of Trespass on the Case -

Fort St George Madras } The said Sawmy Chittyar the personal Representative of Sachah Caulastry deceased, as aforesaid in his own person at the Suit of the said Mily Vancauchella Modelliar in the Plea aforesaid -

Be it Remembered that in the First Term in the Year of our Lord one Thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Mily Vancauchella Modelliar by Charles Walters his attorney and brought into the said Court then there his certain Plaint against Sawmy Chitty being the personal Representative of Sachah Caulastry deceased, in a Plea of Trespass on the Case and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint followeth in these words to wit -

Fort St George Madras } Mily Vancauchela Modeliar by Charles Walters his attorney Complains of Sawmy Chitty being the personal Representative of Sachah Caulastry deceased according to the Laws and Customs of the Hindoo Natives of India and having as such personal Representative administered and taken possession of the Estate and Effects which were of the said Sachah Caulastry at the time of his death and being an Inhabitant of Madras and as such liable to the Jurisdiction of this Honble Court For that Whereas the said Sachah Caulastry in his life time

Plaint files the 6th April 1802 -

to wit on the Twenty Sixth day of March in the Year of Christ one Thousand Seven hundred and Ninety five at Madras aforesaid made his Certain Note in writing having his own proper hand thereto Subscribed bearing Date the same day and Year aforesaid and then and there delivered the said Note to the said Vancauchella and thereby acknowledged to have borrowed and received of the said Vancauchella by the Name and

said discription of Chitty Tamaunchetta Merchant of the same place the Sum of Three hundred and Sixty seven Pagodas fourteen Fanams and three quarters of a Fanam Current Money of Madras which Sum the said Sachah Caulastry in his life time thereby Engaged to Repay to the said Tamaunchetta with all such Interest as should be Might become due thereon, at the Rate of Three and a half per Cent per annum at fifty Pagodas by the Year by Means reckoning agreeable to the Laws and Customs of such Places Accounts the said Sachah Caulastry in his life time then and there became liable to pay to the said Tamaunchetta the said Sum of Money in the said Note Specified according to the Tenor of the said Note and being so liable he the said Sachah Caulastry in Consideration Thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid Undertook and then and there faithfully promised to pay to the said Tamaunchetta the said Sum of Money in the said Note Mentioned - And Whereas also the said Sachah Caulastry in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was Indebted to the said Tamaunchetta in the Sum of three hundred Pagodas of like Current Money of Madras aforesaid for so much Money by the said Tamaunchetta before that time Lent and advanced to the said Sachah Caulastry at his Special Instance and Request and being so indebted he the said Sachah Caulastry in Consideration thereof afterwards in his life time to wit on the same day and Year aforesaid at Madras aforesaid Undertook and then and there faithfully promised the said Tamaunchetta to pay to him the said last Mentioned Sum of Money when he the said Sachah Caulastry should be thereto afterwards Requested - And Whereas also the said Sachah Caulastry in his life time to wit on the same day and Year aforesaid at Madras aforesaid was Indebted to the said Tamaunchetta in other three hundred Pagodas of like Current Money of Madras aforesaid for so much Money by the said Tamaunchetta before that time Laid out Expended and paid for the said Sachah Caulastry at his Special instance and Request and being so indebted he the said Sachah Caulastry in Consideration thereof afterwards

day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised to pay to him the said Tamaunchela the said last mentioned Sum of Money when he the said Sachah Caulastry should be thereto afterwards Requested And Whereas also the said Sachah Caulastry in his life time to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Tamaunchela in other three hundred Pagodas for so much Money by the said Tamaunchela before that time Laid and Received to and for the Use of the said Tamaunchela and being so indebted he the said Sachah Caulastry in Consideration thereof afterwards in his life time to wit on the same day and Year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Tamaunchela to pay him the said last mentioned Sum of Money when he the said Sachah Caulastry should be thereto afterwards Requested - And Whereas also the said Sachah Caulastry in his life time to wit on the same day and year aforesaid at Madras aforesaid with the said Tamaunchella of and Concerning Diverse other Sums of Money before that time due and owing from the said Sachah Caulastry to the said Tamaunchella and then being in arrear and unpaid and upon that Account the said Sachah Caulastry was then and there found in arrear and indebted to the said Tamaunchella in another large Sum of Money to wit the Sum of other three hundred Pagodas of like Current Money of Madras as aforesaid and being so found in arrear and indebted he the said Sachah Caulastry in Consideration thereof afterwards in his life time to wit on the same day and year aforesaid at Madras aforesaid Undertook and then and there faithfully promised to pay him the said Tamaunchella the said last Mentioned Sum of Money when he the said Sachah Caulastry should be thereto afterwards Requested - Yet the said Sachah Caulastry in his life time and the said Sawmy Chitty after his death not regarding the said Several promises and Undertakings so by the said Sachah Caulastry in his life time made as aforesaid but Contriving and fraudulently intending Craftily and Subtelly to deceive and defraud the said Tamaunchella in this behalf have not nor hath either of them paid the said Several Sums of Money or any part thereof

Thereof to the said Tamauchela although often respectfully required by the said Tamauchela so to do / but to pay the same to the said Tamauchela the said Sachah Caulastry in his life time and the said Sawmy Chitty after death have wholly refused and the said Sawmy Chitty doth refuse so to do to the damage of the said Tamauchela of five hundred Pagodas and therefore he brings Suit &c.

And now in this Second Term in the year one thousand eight hundred and two that is to say on the Eighteenth day of May in which day was granted as well to the said Tamauchela as to the said Sawmy Chitty to inform the said Court of the premises came the said Tamauchela by his Attorney aforesaid and the said Sawmy Chitty altho' solemnly demanded came not to answer nor doth he say any thing in bar or preclusion and so forth and the Justices of the said Court here having heard the Allegations of the party Plaintiff and examined the Testimony and duly considered the Evidence produced on the part of the said Plaintiff say that the said Sachah Caulastry did in his life time undertake and promise in manner and form as the said Tamauchela hath in that behalf above Complained against him the said Sawmy Chitty as the personal Representative as aforesaid - And do adjudge that the said Tamauchela do recover against the said Sawmy Chitty as personal representative aforesaid the Sum of Three hundred and Eighty eight Star Pagodas for his damages occasioned by the non performance of the promises and Undertakings aforesaid, and also the Sum of Seventy nine Star Pagodas and Seventeen Fanams for the Costs and Charges of him the said Tamauchela which he hath been put to about his Suit in that behalf whereof said damages and Costs amount in the whole to the Sum of Four hundred and Sixty Seven Star Pagodas and Seventeen Fanams to be levied of the Goods and Chattels which were of the said Sachah Caulastry at the time of his death in the hands of the said Sawmy Chitty to be administered if he

Judgment signed on behalf of the Plaintiff 18th June 1802

W Semple
Mr Roberts

hath so much thereof in his hands to be administered - and if he hath not so much thereof in his hands to be administered then the Sum of Seventy nine Star Pagodas and Seventeen Fanams so awarded as aforesaid for the Costs and Charges of the said Tamauchela to be levied of the proper Goods and Chattels of the said Sawmy Chitty &c.

And thereupon the said Tamauchela by Charles Walters his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Sachah Caulastry deceased in the hands of the said Sawmy Chitty the personal representative of the said Sachah Caulastry deceased the Sum of four hundred and Sixty Seven Pagodas and Seventeen Fanams, if he hath so much thereof in his hands to be administered, and if he hath not so much thereof in his hands to be administered, then the Sum of Seventy nine Star Pagodas and Seventeen Fanams to be Levyed of the proper Goods and Chattels of the said Sawmy Chitty And it is granted unto him returnable here on the eighteenth June Instant

Execution issued on the 15th June 1802

In the Supreme Court of Judicature at Madras

Sitting in

Second Term in the year of our Lord One thousand eight hundred and two

Fort Saint George Madras ss. } John Doe on the Several Demises of Neyacanrah Tondava Chitty of Neyacanrah Andyapah Chitty puts in his place Robert Orme his Attorney against Richard Roe in a Plea of Trespass and Ejectment

Fort Saint George Madras ss. } The said Richard Roe in Person at the Suit of the said John Doe in a Plea aforesaid -

Fort Saint George Madras ss. } Be it remembered that on the first Term in the year aforesaid one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came John Doe by Robert Orme his Attorney and brought into the Court then there his Certain Bill against Richard Roe aforesaid Gentleman and Yeoman and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Bill follows in these words that is to say Fort Saint George Madras ss. John Doe by Robert Orme his Attorney complains of Richard Roe being a British Subject and as such liable to the Jurisdiction of this Honble Court For that Whereas Neyacanrah Tondava Chitty deceased heretofore to wit on the Twenty fifth day of August in the year of our Lord one thousand seven hundred and ninety five did demise grant and to farm let to the said John one Shop or Botique with the Appurtenances lying and being part and parcel of a Certain House and Ground situate in Cundaswamy Pagoda Street (formerly called Moodu Lingu Naigo Street) at Redda Naigo Pettah in Madras aforesaid To have and to hold the said Shop or Botique with the Appurtenances to the said John and his Assigns from the tenth day of July then last past to the full end and term of Fourteen years from thence next ensuing and fully to be compleat and ended By Virtue of which last Mentioned Demise he the said John entered into the said last Mentioned Shop or Botique with the appurtenances and was thereof possessed until the said Richard afterwards that is to say on the thirteenth day of the said Month of July in the year last aforesaid with force and arms entered into the said last Mentioned Shop or Botique with the appurtenances which the said Neyacanrah Andyapah Chitty had demised to the said John in Manner aforesaid for the term aforesaid which is not yet expired and ejected the said John out of his said Farm and other Injuries to the said John did against the peace of our Lord the King and to the Damage of him the said John of one hundred Star Pagodas and therefore he brings his Suit &c - And Now at this Day that is to say on the first day of May in

Plaint filed the 1st day of March 1802

past to the full end and Term of thirty Years from thence next ensuing and fully to be Compleat and ended By Virtue of which Demise the said John entered into the said Shop or Botique with the appurtenances and was thereof possessed until the said Richard afterwards that is to say on the first day of July in the Year of our Christ one thousand seven hundred and ninety one with force and arms entered into the said Shop or Botique with the appurtenances which the said Neyacanrah Tondava Chitty demised to the said John in Manner aforesaid for the Term aforesaid which is not yet Expired and ejected the said John out of his said Farm - And Whereas Neyacanrah Andyapah Chitty afterwards to wit on the Eleventh day of July in the Year of Christ one thousand seven hundred and Ninety one at Madras aforesaid had demised granted and to farm letten to the said John one other Shop or Botique with the Appurtenances lying part and parcel of a Certain House and Ground situate in Candaswamy Pagoda Street (formerly called Moodu Lingu Naigo Street) at Redda Naigo Pettah in Madras aforesaid To have and to hold the said last Mentioned Shop or Botique with the Appurtenances to the said John and his Assigns from the tenth day of July then last past to the full end and term of Fourteen years from thence next ensuing and fully to be Compleat and ended By Virtue of which last Mentioned Demise he the said John entered into the said last Mentioned Shop or Botique with the appurtenances and was thereof possessed until the said Richard afterwards that is to say on the thirteenth day of the said Month of July in the year last aforesaid with force and arms entered into the said last Mentioned Shop or Botique with the appurtenances which the said Neyacanrah Andyapah Chitty had demised to the said John in Manner aforesaid for the term aforesaid which is not yet expired and ejected the said John out of his said Farm and other Injuries to the said John did against the peace of our Lord the King and to the Damage of him the said John of one hundred Star Pagodas and therefore he brings his Suit &c - And Now at this Day that is to say on the first day of May in

in this same Term, make which say the said Richard Roe has
imparle to the said Plaint &c then to answer the same, at which day before
said Court Comes as well the said John Doe by his attorney aforesaid as
said Richard Roe in the proper Person, and the said Richard Roe defends
the force and injury when &c and says nothing in bar or preclusion of the action
of the said John Doe, whereby the said John Doe hath not his
against the said Richard Roe - Therefore it is Considered that the
John Doe recover against the said Richard Roe the said Term yet to
of and in the Shop or Bokque aforesaid with the appurtenances and also
Damages sustained by reason of the Trespass and Ejectment aforesaid
Thereupon the said John Doe prays here in Court hereby to take the said
Roe, all such Damages, Costs and Charges
to him the said John Doe by reason of the Trespass & Ejectment
said - Therefore let the said Richard Roe be inquired of what
Damages, Costs and Charges &c And thereupon the said John Doe
prays the Writ of our Lord the King to be directed to the Sheriff of
Madras aforesaid to cause him to have Possession of the said Term yet to come
in the Shop or Bokque aforesaid with the Appurtenances, and to be then
returnable before the said Court on the 26th day of June next the same day is
given to the said Richard Roe there &c.

Judgment signed by the Lords of Council 25th June 1802

Dr Temple
Dr Roe

Writ of Ejectment issued on the 23d June 1802-

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss } Canacapully Ramanjoolu Naidoo puts in his place Charles Walters his attorney against Madraula Vencatachellam in a Plea of debt -

Fort St George Madras ss } The said Madraula Vencatachellam in his person at the Suit of the said Canacapully Ramanjoolu Naidoo in the Plea aforesaid

Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Canacapully Ramanjoolu Naidoo by Charles Walters his attorney and brought into the said Court then there his Certain Plaint against Madraula Vencatachellam in a Plea of Debt - and there are Pledges for the Prosecution to wit John Doe and Richard Roe - which said Plaint followeth in these words to wit -

Fort St George Madras - } Canacapully Ramanjoolu Naidoo by Charles Walters his Attorney Complains of Madraula Vencatachellam who being an Inhabitant of Madras and such Person subject to the Jurisdiction of this Honble Court in a Plea for that Whereas the said Vencatachellam on the fifteenth day of February in the Year of our Lord one thousand seven hundred and ninety six to wit at Madras aforesaid, made his Certain Writing obligatory having his own proper hand Writing thereto subscribed bearing date the same day and year aforesaid and then and there delivered the said Writing obligatory to

Plaint filed the 17th day of June 1801

to the said Ramanjoolu and thereby promised to pay him in the Space of
Days ensuing the Date thereof the Sum of one hundred and fifty Star Pa
Current Money of Madras with Interest for the same at the rate of Twe
Cent per Annum as will appear by a Copy of the said Writing obligato
hereunto annexed by reason of which said premises and undertakings
said Venkatachellum became liable to pay to the said Ramanjoolu the
contained in the said Writing obligatory, together with the Interest due

And Whereas there remains now due and owing unto the said R
joolu by the said Venkatachellum on the before Mentioned Writing obl
for Principal and Interest the Sum of Two hundred and Forty eight
Pagodas Yet the said Venkatachellum altho often requested by the
Ramanjoolu so to do hath not Yet paid the Principal and Interest
of the said Ramanjoolu Three hundred and Fifty Star Pagodas and
he brings his Suit and so forth -

And now in this Second Term in the Year one thousand eight
hundred and two before the Supreme Court of Judicature at Madras the 20th
on the 11th day of May to which day was given as well to the said Canacapully
Ramanjoolu as to the said Madraula Venkatachellum to inform the said Supreme
Court of Judicature of the premises comes the said Canacapully Ramanjoolu by
his attorney aforesaid, and the said Madraula Venkatachellum altho solemnly
demanded came not to answer nor Else to say any thing in bar or preclusion
as forth and the Justices of the said Supreme Court of Judicature having
heard the Allegation of the party Plaintiff and Examined the truth thereof
and duly Considered the Evidence produced on the part of the said Plaintiff
say that the writing obligatory in the Declaration Mentioned is the Deed
of him the said Madraula Venkatachellum in Manner and form as the
said Canacapully Ramanjoolu hath alleged therefore Considered against him
and do adjudge that the

Judgment Signed on behalf of the Plaintiff 20th June 1802 - - -

Dr Temple Dr Coates

said Madraula Venkatachellum his debt aforesaid and also one hundred and Eleven Pagodas fourteen Fanams & Seventy Cash for his damages which he hath sustained as well by occasion of detaining the said debt as for his Costs and Charges by him about his Suit in that behalf Expended which said debt and damages amount in the Whole to three hundred and forty seven Pagodas fourteen fanams and Seventy cash And that the said Canacapully Ramanjaloo have his Execution thereof &c

And thereupon the said Canacapully Ramanjaloo by Charles Walter his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Madraula Venkatachellum the Sum of three hundred and forty Seven Pagodas fourteen fanams and Seventy Cash - and it is granted unto him Returnable here on the Twenty Ninth day of June Instant

Writ of Execution issued this 21st June 1802

Second Term 1802

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Benjamin Sullivan Knights Puisne Judges of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight Hundred and two

Fort St. George Madras ss } Pauky Streerauma Naig puts in his place Charles Walters his attorney against Coolatoor Veerdappa Mootelliar in a Plea of trespass on the Case

Fort St. George Madras ss } The said Coolatoor Veerdappa Mootelliar by Robert Cowan his attorney at the Suit of the said Pauky Streerauma Naig in the Plea aforesaid

Be it Remembered that in the first Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Pauky Streerauma Naig by Charles Walters his attorney and brought into the said Court then there his Certain Plaint against Coolatoor Veerdappa Mootelliar in the Custody of the Marshal of the said Court of a Plea of trespass on the Case and there are an inhabitant of Madras and as such a person subject to the Jurisdiction of the said Court in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit—

Madras to wit - Pauky Streerauma Naig by Charles Walters his attorney Complains of Coolatoor Veerdappa Mootelliar being inhabitant of Madras and as such a person Subject to the Jurisdiction of the Honorable Court. For that whereas the said Veerdappa to wit on the fourth day of September in the Year of Christ one thousand and Eight hundred to wit at Madras aforesaid made his Certain Note in writing his own proper hand being thereunto Subscribed bearing date the same day and Year aforesaid and then and there delivered the same By which said

Plaint filed the 8th day of February 1802 -

and Received of the said Streerauma the Sum of Two Hundred Star Pagodas Current Money of Madras which Sum he the said Veerdappa did thereby engage to repay to the said Streerauma / by the Name and addition of Pauky Streerauma Naig on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum by means whereof he the said Veeradappa became liable to pay to the said Streerauma the said Sum of Money in the said Note Specified according to the Tenor and Effect of the said Note and being so liable he the said Veerdappa in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised to the said Streerauma to pay him the said Sum of Money in the said Note Specified according to the Tenor and Effect of the said Note and whereas also he the said Veerdappa afterwards to wit on the first day of January one thousand eight Hundred and Two at Madras aforesaid was indebted to the said Streerauma in other Two Hundred Star Pagodas of like Current money for Money by the said Streerauma before that time lent and advanced to the said Veerdappa and at his Special Instance and Request, and being so indebted he the said Veerdappa in Consideration thereof afterwards to wit, on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Streerauma to pay him the said last Mentioned Sum of Money when he the said Veeradappa should be thereto afterwards Requested and Whereas also he the said Veeradappa afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Streerauma in other Two Hundred Star Pagodas of like Current Money for Money by the said Veerdappa before that time had and received to the use of the said Streerauma and being so indebted he the said Veeradappa in Consideration thereof afterwards, to wit, on the same day and year aforesaid at Madras aforesaid, undertook and faithfully promised the said Streerauma to pay him the said last Mentioned Sum of Money when he the said Veerdappa should be thereto afterwards Requested - And Whereas also he the said Veerdappa afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together

together with the said Streerauma of said Currency three other Sum of money [illegible]
that time due and owing from the said Coolatoor Veerappa to the said Streerauma at the
in arrear and unpaid and upon that account he the said Veerappa over the
found in arrear to the said Streerauma in another large Sum of money
Sum of Two Hundred Star Pagodas of like Current Money and being so found
he the said Veerappa in Consideration thereof aforesaid Covenanted
and Year aforesaid at Madras aforesaid undertook and faithfully promised
said Streerauma to pay him the said last mentioned Sum of money when
Veerappa should be thereto afterwards requested - But the said Veerappa
regarding his said Several promises and Undertakings so by him made in
behalf as aforesaid but Contriving and fraudulently intending craftily
subtilly to deceive and defraud the said Streerauma in this behalf both of
yet paid the said Several Sums of money or any part thereof to the said
Streerauma although to do, he the said Veerappa was requested by the said
Streerauma afterwards to wit on the same day and Year aforesaid and often
afterwards to wit at Madras aforesaid, but he to do this hath hitherto
wholly refused and still refuses so to do to the said Streerauma to the damage
of Four hundred Star Pagodas and therefore he brings Suit -

Pleas filed the 4th day of March 1802

And the said Coolatoor Veerappa Defendant by Robert Ross
his Attorney comes and defends the wrong & injury when &c and Says that he
did not Undertake or promise in Manner and form as the said Party Streerauma
Naig hath above thereof complained against him and of this he puts himself
upon the Court &c And the said Party Streerauma Naig doth the like

Issue Joined

And Now on this first Day in the Year of our Lord one thousand eight
hundred and Two that is to say on the Fourth day of March in the Year last
which day was given as well to the said Party Streerauma Naig as to the said
Coolatoor Veerappa Defendant to inform the Court thereof the premises aforesaid
came the said Party by his attorney and the said Parties having heard the
respective Allegations of the parties and [illegible]

Considered the evidence produced on both sides Say that the said Coolatoor Veerappa
Modeliar did undertake and promise in Manner and form as the said Party
Streerauma Naig hath in that behalf above Complained against him and do adjudge
Judgment signed on behalf of the Plaintiff 30th June 1802 - ... That the said Party Streerauma Naig do recover against the said Coolatoor Veerappa
A Templer Dy Prothe pa the Sum of Two hundred and Forty three Pagodas Current Money of Madras
for his damages occasioned by the Non performance of the promises and Undertakings aforesaid and also the Sum of Ninety Nine Pagodas and Twenty one
Fanams of like Current Money, for the Costs and Charges of him the said Party
Streerauma Naig which he hath been put to about his Suit in that behalf
which said damages and Costs amount in the whole to the Sum of Three
hundred and Forty two Pagodas and Twenty one Fanams and that the said Party
Streerauma Naig have his Execution thereof &c

And thereupon the said Party Streerauma Naig by
Committment issued this 30th June 1802 Charles Walters his attorney prays a writ of our Lord the King to be directed
to the Sheriff of Madraspatnam Commanding him that
taken the body of the said Coolatoor Veerappah in Satisfaction of the
debt - and it is granted unto him returnable here on the third day
of July next

Pleas Before the Honble Sir
Andrew Scoble Knight Chief Justice and the
Sir Henry Gwillim and the Honble Edward Ri
Sullivan Knights Puisne Justices of the
Supreme Court of Judicature at Madras of
Term in the Year of our Lord one thousand eight
and two –

Fort St. George
Madras ss } Seagaroy Moodelly puts in his place Charles Walters his attorney against
Mannewaukum Sawmy Moodelly in a Plea of Trespass on the Case upon Promises

Fort St. George
Madras ss } The said Mannewaukum Sawmy Moodelly puts in his place Thomas Dyer
his attorney at the Suit of the said Seagaroy Moodelly in the Plea aforesaid

Be it remembered that as of the Twenty fourth day of March after the
First Term in the Year of our Lord one thousand eight hundred and two
the said Supreme Court of Judicature at Madras came Seagaroy Moodelly by
Charles Walters his attorney and brought into the said Court then here
Certain Plaint against Mannewaukum Sawmy Moodelly in a Plea
of Trespass on the Case upon Promises and there are pledges
for the Prosecution, to wit, John Doe and Richard Roe which
said Plaint follows in these words to wit –

For St. George
Madras

Plaint files the 24th
day March 1802

Seagaroy Moodelly by Charles Walters his attorney complains of
Mannewaukum Sawmy Moodelly being an Inhabitant of Madras and a
person liable to the Jurisdiction of this Honble Court for this Action that he the said
Sawmy heretofore to wit on the Twenty fourth day of February in the Year of
Christ one thousand eight hundred and two at Madras aforesaid made his
Certain Note in writing commonly called a promissory Note his own proper
hand writing being thereunto subscribed bearing date the same day and year
aforesaid and then and there delivered the said Note to the said Seagaroy
and thereby promised to pay to the said

Two hundred Pagodas with Interest at the rate of Twelve per Cent per annum
for Value received by him the said Sawmy by reason whereof and by force
of the Statute in such Case made and provided the said Sawmy became
liable to pay to the said Seagaroy the said Sum of Money contained in the said
Note together with Interest as aforesaid according to the Tenor and Effect
of the said Note and being so liable he the said Sawmy in Consideration thereof
afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook
and faithfully promised the said Seagaroy to pay him the said Sum of Money contained
in the said Note together with Interest as aforesaid according to the Tenor and
Effect of the said Note – And Whereas also the said Sawmy afterwards to wit
on the same day and year aforesaid at Madras aforesaid was indebted to the
said Seagaroy in other Four hundred Pagodas Current Money of Madras
for Money by the said Seagaroy before that time laid out expended and paid
for the said Sawmy and at his Special Instance and Request and being so
indebted he the said Sawmy in Consideration thereof afterwards to wit on the
same day and year aforesaid at Madras aforesaid undertook and faithfully
promised the said Seagaroy to pay him the said last Mentioned Sum of Money
when he the said Sawmy should be thereto afterwards Requested – And
Whereas also the said Sawmy afterwards to wit on the same day and year
aforesaid at Madras aforesaid was indebted to the said Seagaroy in other
Four hundred Pagodas of like Current Money for Money by the said
Seagaroy before that time lent and advanced to the said Sawmy and at
his Special instance and Request and being so indebted he the said
Sawmy in Consideration thereof afterwards to wit on the same day and
year aforesaid at Madras aforesaid undertook and faithfully promised
the said Seagaroy to pay him the said last Mentioned Sum of Money
when he the said Sawmy should be thereto afterwards Requested –
And Whereas also the said Sawmy afterwards to wit on the
same

pd 45

same day and year aforesaid at Madras aforesaid was indebted to the said Teagaroy in Other four hundred Pagodas of like Current Money for Money the said Sawmy before that time had and received to the use of the said Teagaroy and being so indebted he the said Sawmy in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Teagaroy to pay him the said last mentioned Sum of Money when he the said Sawmy should be thereto afterwards requested And whereas also the said Sawmy afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Teagaroy of and Concerning divers other Sums of Money before that time due and owing from the said Sawmy to the said Teagaroy and then being in arrear and unpaid and upon that account he the said Sawmy was then and there found in arrear and indebted to the said Teagaroy in another large Sum of Money to wit the Sum of Four hundred pagodas of like Current Money and being so found in arrear he the said Sawmy in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Teagaroy to pay him the said last mentioned Sum of Money when he the said Sawmy should be thereto afterwards requested Yet the said Sawmy not regarding his said several promises and undertakings so by him made in that behalf as aforesaid but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Teagaroy in this behalf the said Sums of Money or any part thereof to the said Teagaroy (although so to do he the said Sawmy was requested by the said Teagaroy afterwards to wit on the same day and year aforesaid and often afterwards to wit at Madras aforesaid) hath not as yet paid but hitherto wholly refused and still refuses so to do to the said Teagaroy his damage of four hundred Pagodas and therefore he the said

And the said Mannevanklum Sawmy Moodelly by Townes Disney his Attorney comes and Defends the Wrong and injury when and so forth and says that he did not undertake or promise in Manner or form as the said Teagaroy Moodelly hath above thereof Complained against him and of this he puts himself upon the Court &c. And the said Teagaroyah Moodelly doth the like –

Plea filed the 20th March 1802

Issue Joined

And Now in this Second Term in the Year of our Lord one thousand eight hundred and Two that is to Say on the Twelfth day of May in that Year until which day was given as well to the said Teagaroya Moodelly as to the said Mannevanklum Sawmy Moodelly to inform the Court thereof the premises aforesaid came the said Party by his Attorney and the said Justices having heard the respective Allegations of the parties and Examined the truth thereof and duly considered the evidence produced on both sides say that the said Mannevanklum Sawmy Moodelly did undertake and promise in Manner and form as the said Teagaroya Moodelly hath in that behalf above Complained against him and do adjudge that the said Teagaroya Moodelly do recover against the said Mannevanklum Sawmy Moodelly the Sum of Two hundred and Twenty eight Pagodas Current Money of Madras for his damages occasioned by the non performance of the promises and undertakings aforesaid and also the Sum of Eighty five Pagodas and fifteen fanams of like Current Money for the Costs and Charges of him the said Teagaroya Moodelly which he hath been put to about his Suit in that behalf which said damages and Costs amount in the whole to the Sum of three hundred and Twenty three Pagodas and fifteen fanams and that the said Teagaroya Moodelly have his Execution thereof &c –

Judgment signed on behalf of the Plaintiff 30th June 1802 – W. Temple Dr Clerk

Commitment issued the 30th June 1802 –

And thereupon the said Teagaroya Moodelly by Charles

Made their certain Note in writing Commonly Called a Promissory note the purport
writing of one of them for himself and the other of them for themselves whereby
bearing date the same day and year aforesaid and then and there delivered the
Note to one Benjamin Richardson by which said note they Jointly
date thereof the said Anthony and James promised to pay to the said Benja
Richardson / by the Name and addition of Captain B Richardson /
the Sum of Nine hundred and Six Star Pagodas and thirty three Fanams for
Value received and the said Benjamin Richardson to whom or to whose
the payment of the said Sum of Nine hundred and Six Star Pagodas and
three Fanams in the said Note Mentioned was to be Made aforesaid and
before the payment of the said Sum of Money in the said Note Specified or
on the same day and Year aforesaid at Madras aforesaid Indorsed the
said Note his own proper Hand Using thereunto Annexed and thereby
and there appointed the Contents of the said Note to be Received by the
Peter and Joseph whereof the said Anthony and James Having Notice
had Notice by reason whereof and by force of the Statute in that case
and provided they the said Anthony and James became liable to pay to the
said Francis, Peter and Joseph the said Sum of Money in the said Note
Specified according to the tenor and Effect of the said Note and of the
Indorsement so made thereon as aforesaid and being so liable they the said
Anthony and James in Consideration thereof afterwards viz on the same
day and year aforesaid at Madras aforesaid undertook and faithfully promised
the said Francis, Peter and Joseph to pay them the said Sum of Money in
said Note Specified according to the tenor and Effect of the said Note and of the
said Indorsement so Made thereon as aforesaid - And whereas the said
Benjamin Richardson afterwards viz on the Nineteenth day of October
in the said Year one thousand Eight hundred and one at Madras aforesaid
according to the Custom of Merchants Made and drew his Certain Inland
Exchange in writing bearing date the same day and year last aforesaid and
directed the same to the said Anthony and James (by the Name and Firm of

Messrs Goodwin and Rankin Fort St George Madras and thereby required the said
Anthony and James three Months after the date thereof to pay to the said Francis
Peter and Joseph / by the partnership Name and Firm of F Lautour & Co /
or order the Sum of Seven hundred Star Pagodas and to place the same to the
account of the said Benjamin Richardson and then and there delivered the said
Bill to the said Francis Peter and Joseph which said Bill the said James
and Anthony afterwards and before the time appointed for the payment of
the Money therein Mentioned to wit on the same day and year last aforesaid
at Madras aforesaid duly accepted according to the Custom of Merchants for
the payment of the Money therein Mentioned according to the tenor and Effect of
the said Bill whereby and by Means of which said Several promises and
according to the said Custom and the Law of Merchants they the said Anthony
and James became liable to pay the said Sum of Money in the said Bill
Mentioned according to the tenor and Effect of the said Bill, and being so
liable they the said Anthony and James in Consideration thereof afterwards
to wit on the same day and year last aforesaid at Madras aforesaid Under
took and faithfully promised the said Francis Peter and Joseph to pay to the
said Francis, Peter and Joseph the said Sum of Money in the said Bill of
Exchange Mentioned according to the tenor and Effect of the said Bill and
the aforesaid acceptance thereof - And Whereas also the said Anthony and
James afterwards, to wit on the same day and year last aforesaid, at Madras
aforesaid were indebted to the said Francis Peter and Joseph in other Sum
three thousand Star Pagodas of the Current Money of Madras for so much
Money by the said Anthony and James before that time Had and received to
and for the use of the said Francis Peter and Joseph and being so indebted
they the said Anthony and James in Consideration thereof afterwards to
wit on the same day and year last aforesaid at Madras aforesaid undertook
and

and there and there faithfully promised the said Francis, Peter and Joseph to pay them the said
them the said last mentioned Sum of Money when they the said Anthony and
should be thereto aforesaid requested And whereas also the said Anth
James aforesaid, to wit on the same day and Year last aforesaid at
aforesaid accounted with the said Francis, Peter and Joseph of and
divers other Sums of Money before that time due and owing from the said
and James to the said Francis, Peter and Joseph and then being in
so unpaid to them and upon which said account they the said Anthony and
were then and there found in arrear and indebted to the said Francis, Peter
Joseph in another large Sum of Money to wit the Sum of other Three thou
Star Pagodas of like Current Money aforesaid and being so indebted they
Anthony and James in Consideration thereof aforesaid to wit on the same
and Year last aforesaid at Madras
faithfully promised the said Francis, Peter and Joseph to pay them the said
Mentioned Sum of Money when they the said Anthony and James should
thereto aforesaid requested - Yet the said Anthony and James not regard
their said several promises and undertakings so by them made as aforesaid
but Contriving and fraudulently intending Craftily and Subtilly to deceive
defraud the said Francis, Peter and Joseph in this behalf have not nor
either of them yet paid the said several Sum of Money or any part thereof
to the said Francis Peter and Joseph or either of them / altho' so to do they
the said Anthony and James were often requested / but they to do this have
wholly refused and still refuse so to do, to the damage of the said Francis
Peter and Joseph of Three thousand Star Pagodas and Whereof they bring Suit

And Now in the Second Term that is to say on the
day of May in the Year one thousand eight hundred and two until which day the said
Anthony and James had leave to imparl to the said Francis and then to answer
the same, at which day before the said

Madras came as well the said Francis, Peter and Joseph by their Attorney
as the said Anthony and James by George McMahon their Attorney - And the
said Anthony and James defend the wrong and Injury when and so forth
and say that they Cannot deny the said action of the said Francis, Peter
and Joseph nor but that they the said Anthony and James did undertake
and promise in Manner and form as the said Francis, Peter and Joseph
have above thereof Complained against them, nor but that the said
Francis Peter and Joseph have sustained damage by reason of the
not performing the said several promises and undertakings in the said
Declaration mentioned to one thousand seven hundred and Eighty one
Pagodas thirty four fanams and forty Cash.

Accepted the 7th May 1802

And thereupon the said Francis, Peter and Joseph
by their said Attorney acknowledged the said Damages so acknowledged together with Expences
and Costs laid out by them about this Suit in this behalf may be
adjudged to them - Therefore It is Considered that the said Francis
Peter and Joseph recover against the said Anthony and James their
damages aforesaid so by them in form aforesaid acknowledged and also Sixty
Nine Pagodas and thirty Four Fanams for their Costs and Charges by
the Court here adjudged to them the said Francis, Peter and Joseph
by their assent which damages and Costs in the whole amount to one
thousand Seven hundred and Forty eight Pagodas and twenty two fanams
and the said Anthony and James in mercy &c.

Judgment signed for the Pltf 5th July 1802.

A Simple Dft Roth

mercy

And thereupon the said Francis, Peter and Joseph
by Charles Walters their attorney pray a writ of our Lord the King to be
directed to the Sheriff of Madraspatnam to cause him to levy & make of the
Houses, Lands, Debts and other Effects which belong to the said Anthony
and James the Sum of one thousand Seven hundred and forty eight - and Twenty
two fanams - and it is granted unto him returnable here on the fifth day
of July Instant

Writ of Execution issued the 5th July 1802

Money before that time Lent & advanced by the said Anthony to the
Conoor Vencata Narsimma Naick at his like special instance and Req
and being so indebted he the said Conoor Vencata Narsimma Naick ha
there undertook and to the said Anthony faithfully promised to pay
When he the said Conoor Vencata Narsimma Naick should be there
afterwards Required - And whereas also the said Conoor Vencata
Naicks aforesaid at Madras aforesaid was justly indebted to the said Anthony
was justly indebted to the said Anthony in the further Sum of one hund
and fifty Pagodas Current Money aforesaid for so much Money before
time paid Lent and Expended by the said Anthony to and for the
of the said Conoor Vencata Narsimma Naick at his like special
and Request - And being so indebted he the said Conoor Vencata Narsimma
Naick then and there undertook and to the said Anthony faithfully
to pay the same when he the said Conoor Vencata Narsimma Naick
he thereunto afterwards Requested - And Whereas also the said Conoor
Vencata Narsimma Naick afterwards to wit on the same day and year
aforesaid at Madras aforesaid was justly indebted to the said Anthony
the further Sum of one hundred and fifty Pagodas Current money aforesaid
for so much money before that time had and received by the said
Conoor Vencata Narsimma Naick to and for the use of the said Anthony at
his like Special instance and Request and being so indebted he the said Conoor
Vencata Narsimma Naick undertook and to the said Anthony faithfully
promised to pay the same when he the said Conoor Vencata Narsimma Naick
should be thereunto afterwards Requested - And Whereas also the said Conoor
Vencata Narsimma Naick afterwards to wit on the same day and year

aforesaid at Madras aforesaid was justly indebted to the said Anthony in
the further Sum of one Hundred and fifty Pagodas Current Money aforesaid
for so much Money due and owing from the said Conoor Vencata
Narsimma Naick to the said Anthony upon a balance of Account
before then Stated Settled and adjusted by and between them the said Anthony
and the said Conoor Vencata Narsimma Naick and being so indebted he the
said Conoor Vencata Narsimma Naick then and there undertook and to
the said Anthony faithfully promised to pay the same when he the said
Conoor Vencata Narsimma Naick should be thereunto afterwards Requested
Nevertheless the said Conoor Vencata Narsimma Naick not regarding the
said Several promises and undertakings so by him made as aforesaid
but Contriving and fraudulently intending Craftily and Subtilely to
deceive and defraud the said Anthony in the premises doth
not yet paid the said Several Sums of money or any or either of
them or any part thereof to the said Anthony altho often Requested
so to do but to pay the same or any part thereof to the said Anthony
he the said Conoor Vencata Narsimma Naick doth hitherto wholly
Neglected and refused to the great damage of the said Anthony Whereupon
the said Anthony Says he is injured and hath received damage to
the Value of one hundred and fifty Pagodas of like Money aforesaid
and thereof he brings Suit -

And now in this Second Term in the Year of our Lord one
Thousand Eight hundred and two before the Supreme Court of Judicature
at Madras that is to say on the Twelfth day of May to which day
was given as well to the said Anthony as to the said Conoor Vencata
Narsimma

Money before that time had & demanded by the said Anthony of the
Conor Vencata Narsimma Naick at the like Special instance and
and being so indebted he the said Conor Vencata Narsimma Naick
there undertook and to the said Anthony faithfully promised to pay
When he the said Conor Vencata Narsimma Naick should be there
aforesaid & regarded - And whereas also the said Conor Vencata
naicks afterwards to wit on the same day and Year aforesaid at Madras
was justly indebted to the said Anthony in the further Sum of one
and fifty Pagodas Current Money aforesaid for so much Money before
time paid Lent and Expended by the said Anthony at the
of the said Conor Vencata Narsimma Naick at the like Special
Naick then and there undertook and to the said Anthony faithfully
to pay the same when he the said Conor Vencata Narsimma Naick
he thereunto afterwards Requested - And whereas also the said Conor
Vencata Narsimma Naick afterwards to wit on the same day and Year
aforesaid at Madras aforesaid was justly indebted to the said Anthony
the further Sum of one hundred and fifty Pagodas Current money aforesaid
for so much money before that time had & received by the said
Conor Vencata Narsimma Naick to and for the use of the said Anthony
his like Special instance and Request, and being so indebted he the said Conor
Vencata Narsimma Naick undertook and to the said Anthony faithfully
promised to pay the same when he the said Conor Vencata Narsimma Naick
should be thereunto afterwards Requested - And whereas also the said Conor
Vencata Narsimma Naick afterwards to wit on the same day and Year

aforesaid at Madras aforesaid was justly indebted to the said Anthony in
the further Sum of one Hundred and fifty Pagodas Current Money aforesaid
for so much Money due and owing from the said Conor Vencata
Narsimma Naick to the said Anthony upon a balance of Accounts
before then Stated Settled and adjusted by and between them the said Anthony
and the said Conor Vencata Narsimma Naick and being so indebted he the
said Conor Vencata Narsimma Naick then and there undertook and to
the said Anthony faithfully promised to pay the same when he the said
Conor Vencata Narsimma Naick should be thereunto afterwards Requested
Nevertheless the said Conor Vencata Narsimma Naick not regarding the
said Several promises and undertakings so by him made as aforesaid
but Contriving and fraudulently intending Craftily and Subtilely to
deceive and defraud the said Anthony in the premises doth
not yet paid the said Several Sums of money or any or either of
them or any part thereof to the said Anthony altho often Requested
so to do but to pay the same or any part thereof to the said Anthony
he the said Conor Vencata Narsimma Naick doth hitherto wholly
Neglected and Refused to the great damage of the said Anthony Whereupon
the said Anthony Says he is injured and hath received damage to
the Value of one hundred and fifty Pagodas of like Money aforesaid
and thereof he brings Suit -

And now in this Second Term in the Year of our Lord one
Thousand Eight hundred and two before the Supreme Court of Judicature
at Madras that is to say on the Twelfth day of May to which day
was given as well to the said Anthony as to the said Conor Vencata
Narsimma

Second Term 1802

Narsimma Naick to inform the said Supreme Court of Judicature of the
comes the said Anthony by his attorney Hasta Mallay and the
Canon Circata Narsimma all the Solemnly Summoned came not to answer
did he say any thing in her orpreclusion and so forth and the
of the said Supreme Court of Judicature having heard the allega
of the party Plaintiff and Examined the truth thereof and duly
the Evidence produced on the part of the said Plaintiff say that
Canon Circata Narsimma Naick did undertake and promise in
and form as the said Anthony hath in that behalf above compla
against him and he adjudge that the said Anthony do
against the said Canon Circata Narsimma Naick the sum of
Pagodas twenty one fanams and sixty Cash for his damages
occasioned by the non performance of the promises and undertakings
aforesaid and also the sum of one hundred and three Pagodas
three fanams for the Cost and Charges of him the said Anthony
he hath been put to about his Suit in that behalf which said
damages and Costs amount in the whole to one hundred & ninety
Pagodas twenty fanams and sixty Cash and that the said Anthony
have his Execution thereof &c

Judgment signed the 1st July 1802

H Templer Dr Brit

And thereupon the said Anthony by Charles Hyder his
attorney prays a writ of our Lord the King to be directed to the Sheriff of
Madraspatnam to cause him to levy and make of the Goods Lands
and other Effects which belong to the said Canon Circata Narsimma
And it is granted unto him returnable here on the first day of
July Instant

Writ of Execution issued on the 1st July 1802

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the third Term in the Year of our Lord one thousand eight hundred and two –

Fort St George Madras ss – Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel put in their place Robert Orme their Attorney against Richard Yeldham John Humphrey Mardon William Dring and Thomas Chase in a Plea of Debt –

Fort Saint George Madras ss – The said Richard Yeldham John Humphrey Mardon William Dring and Thomas Chase put in their Place Emanuel Samuel their attorney at the Suit of the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel in the Plea aforesaid –

Fort St George Madras ss – Be it Remembered that in the first Term in the Year of Christ one thousand eight hundred and one, before the Honorable the Supreme Court of Judicature at Madras came Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel by Robert Orme their Attorney and brought into the same Court their certain Plaint against the said Richard Yeldham John Humphrey Mardon, William Dring and Thomas Chase being British Subjects and as such Subjects to the Jurisdiction of this Honble Court of a Plea that they render to the said Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel twenty five thousand and Eighty

Eighty Star Pagodas of the Current Money of Madras aforesaid which the
Richard Yeldham John Humphrey Skarton William Dring & Thomas
Chase owe to the said Francis Theodore Lichtenstein Peter Hermanson
and John Christian Pingel and unjustly detain from them - and
are Pledges for the prosecution to wit John Doe and Richard Roe
Plaint in debt filed 6th Oct. 1801 Which said Plaint follows in these words to wit Fort St George
Madras ss Francis Theodore Lichtenstein Peter Hermanson and John
Christian Pingel by Robert Orme their Attorney Complain of Richard
Yeldham John Humphrey Skarton William Dring and Thomas Chase
being British Subjects and as such Subject to the Jurisdiction of
the Honorable Court of Adra that they owe to them the said
Francis Theodore Lichtenstein, Peter Hermanson and John Christian
Pingel Twenty five Thousand and Eighty Star Pagodas of the Current
Money of Madras aforesaid which the said Richard Yeldham John
Humphry Skarton, William Dring and Thomas Chase owe to the
said Francies Theodore Lichtenstein; Peter Hermanson and John
Christian Pingel and unjustly detain from them For that whereas
the said Richard Yeldham, John Humphry Skarton William
Dring and Thomas Chase and one Henry Sewell Now deceased and
Whom the said Richard Yeldham, John Humphry Skarton William
Dring and Thomas Chase have survived as the acting Committee of
a Certain Insurance Company Established at Madras under the Sign
or title of the New Madras Insurance Company heretofore to wit
on the Sixth day of December in the Year one thousand Seven hundred
and Ninety Six at Fort Saint George Madras aforesaid by their Certain
writing obligatory Sealed with the Seals of the said Richard Yeldham
John Humphry Skarton Wil

said Henry Sewell and to the Court now here shown the date whereof is the
day and Year aforesaid acknowledged themselves for and on behalf of
themselves and the other Members of the said Company to be held and
firmly bound to the said Francis Theodore Lichtenstein Peter Hermanson
and John Christian Pingel, owners and Proprietors of the Ship Cranberg
then lately Commanded by Captain Carl Back and of her Cargo which
Ship on or about the twenty fifth day of November one thousand seven
hundred and Ninety five foundered at Sea and was with her said Cargo
totally lost in the penal Sum of Twenty five Thousand and Eighty Star
Pagodas to be paid to the said Francis Theodore Lichtenstein Peter
Hermanson and John Christian Pingel their Certain Attornies Executors
or Administrators when they the said Richard Yeldham John Humphry
Skardon William Dring and Thomas Chase and the said Henry Sewell should
be thereto afterwards Requested, As by the said Richard Yeldham, John Humphry
Skardon, William Dring and Thomas Chase in the Lifetime of the said Henry
Sewell and the said Richard Yeldham, John Humphry Skardon William Dring
and Thomas Chase since the death of the said Henry Sewell although often
respectively Requested to pay the said Sum of Twenty five Thousand and Eighty Star
Pagodas in the said Writing obligatory Mentioned did not nor did any of them
pay the same or any part thereof to the said Francis Theodore Lichtenstein
Peter Hermanson and John Christian Pingel or either of them But they or
any of them to pay the same altogether refused and the same and every part
thereof are still due to the said Francis Theodore Lichtenstein Peter
Hermanson and John Christian Pingel; and the said Richard Yeldham,
John Humphry Skardon, William Dring and Thomas Chase still refuse to
pay the same to the said Francis Theodore Lichtenstein, Peter Hermanson
and John Christian Pingel - And Whereas also the said Richard Yeldham
John Humphry Skardon William Dring and Thomas Chase and one Henry
Sewell Now Deceased and Whom the said Richard Yeldham John Humphry
Skardon

Skardon, William Dring and Thomas Chase Esqrs Surviving Executors to and on the said Sixth day of December in the said Year one Thousand seven hundred and Ninety six at Fort St. George Madras aforesaid by their certain other writing obligatory Sealed with the Seals of the said Richard Yeldham John Humphry Skardon William Dring and Thomas Chase and of the said Henry Sewell and to the Court now here Shewn the date whereof is the day and Year last aforesaid acknowledged themselves to be held and firmly bound to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel in the penal Sum of twenty four Thousand Eighty Star Pagodas to be paid to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel their certain Attornies Executors or Administrators when they the said Richard Yeldham John Humphry Skardon, William Dring and Thomas Chase and the said Henry Sewell should be thereto afterwards required, Yet the said Richard Yeldham John Humphry Skardon William Dring and Thomas Chase in the Lifetime of the said Henry Sewell and the said Richard Yeldham John Humphry Skardon William Dring and Thomas Chase since the death of the said Henry Sewell although often respectively requested to pay the said last mentioned Sum of twenty five Thousand and Eighty Star Pagodas in the said last mentioned Writing obligatory Mentioned &c. not nor did any of them pay the same or any part thereof to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel or either of them but they or any of them to pay the same altogether refused, and the same and every part thereof are still due to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel and the said Richard Yeldham, John Humphry Skardon William Dring and Thomas Chase shall refuse to pay the same to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel To the Damage of the said Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel of Ten Thousand Star Pagodas and therefore they bring Suit &c.

Plea filed 7th Jany 1802.

And afterwards that is to say on the First day of March in the Year of our Lord one thousand eight hundred and two to wit in the first Term in the same Year unto which day the said Richard Yeldham John Humphrey Skardon William Dring and Thomas Chase had leave to imparl to the said Bill and then to Answer the same &c. at which day came as well the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel by their said Attorney as the said Richard Yeldham John Humphrey Skardon William Dring and Thomas Chase by Emanuel Samuel their Attorney – And they pray oyer of the Writing obligatory in the first Count of the said Plaint Mentioned and it is read to them in these words (to wit) Know all Men by these presents That we Richard Yeldham, Henry Sewell John Humphrey Skardon William Dring and Thomas Chase all of Madras Merchants being the acting Committee of a Certain Insurance Company Established at Madras under the firm or Stile of the New Madras Insurance Company are for and on behalf of ourselves and the other Members of the said Company, held and firmly bound to Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel all of Tranquebar Merchants Owners and Proprietors of the Ship Cronberg lately Commanded by Captain Carl Bock and of her Cargo which Ship on or about the twenty fifth day of November one thousand seven hundred and Ninety five foundered at Sea and was with her said Cargo totally lost in the penal Sum of Twenty five thousand and eighty Star Pagodas to be paid to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel their Certain Attornies Executors or Administrators For which payment well and truly to

to be made the said covenantees and the other members of the said Company
our and their heirs Executors and Administrators jointly by these presents
In Witness whereof the said acting Committee of the said Company
for this purpose duly authorized have hereunto for and on behalf of
themselves and of the said other members set their hands and seals the
Sixth day of December one thousand seven hundred and ninety se-
They also pray Oyer of the Condition thereunto subscribed and it is
read to them in these words to wit - Whereas the said Ship Cronberg
having sailed with her said Cargo from Trinquebar on or about
the Twenty Seventh day of October in the said year one thousand seven
hundred and ninety five bound on a Voyage to Bourbon or Mauritius
and eventually to the Cape of Good Hope the said Francis Theodore
Lichtenstein Peter Hermanson and John Christian Pingel did some
time thereafter through their agents apply for and obtain from divers
Insurance offices at Madras insurance upon the said Ship her
Cargo and freights to the full amount thereof and also upon the premium
of effecting the said insurances and amongst other offices did so effect
from the said New Madras Insurance Company Insurance as follows
To wit Two Policies - Dat 1st on Cargo 6000 - Premium 3% -
6270 - 2d on Ship 6000 - Premium 270 - 6270 - Pagodas
12540 - to the amount in all of Star Pagodas Twelve thousand
five hundred and forty at such rate of Premium and under such
Conditions Restrictions and Exceptions as in the said two Policies
of the said insurance are specified and expressed as by the said
two Policies No 823 and 824 bearing date respectively the twenty
first day of December

William Dring and Thomas De Mello for the said New Madras
Insurance Company relation being thereunto had may appear - And
Whereas in the Course of the said Voyage the said Ship Cronberg was
Met and Stopped by one Thomas Megeon Commanding a Snow called
the Betsey belonging to Bombay and bearing as is alledged a Letter
of Marque from that Government which Megeon having taken
possession of the Cronberg and altered her Course with a declared
intention of carrying her to Prince of Wales's Island the said Ship with
her Cargo was in such her new Course totally lost at or about
the period above Mentioned - And Whereas the said Francis
Theodore Lichtenstein, Peter Hermanson and John Christian
Pingel having Claimed from the said Several Insurance offices
the amounts by them respectively insured as aforesaid - And the said
offices having objected to such Claim and refused to admit
the same differences and disputes did thereupon arise between
the said Several Insurers and the said Insured - Which differences
and disputes do still subsist but for the terminating and settling
thereof it hath been mutually agreed by and between the said Several
offices of insurance on the one part and the said Insured on the
other part that they the said Insured shall institute in the Worshipful
the Mayor's Court of Madraspatnam a Single Suit against one only
of the said Insurance offices the final event and decision of which
Suit before his Majesty in Council if either of the Parties thereto
shall think fit to appeal to England or before the said Worshipful
the Mayor's Court or the Worshipful the Court of Appeals at Madras
if

if both the Parties to the said intended Suit shall also Contract with the
judgment of one or other of the said two Courts last Mentioned it is
agreed shall decide for or against the Claims of the said Francis
Theodore Lichtenstein Peter Hermanson and John Christian Pingel
upon all the said insurance offices - and whereas it is further
agreed that such Suit shall be brought by the said insured through their
agent or agents at Madras against the Company called or known by
the firm of the Madras Insurance Company - Now the Condition of
this Obligation is such that if upon due Notice of the final decision of
the said intended Suit before his Majesty in Council or upon judg-
ment given therein by the Honorable the Mayors Court or Court of Appeals
at Madras, such judgment not being within the limited time appealed
from by either of the Parties to the said Suit the said New Madras
Insurance Company do and shall in the event that such final decision or
judgment not appealed from shall be in favor of the said Francis Theodore
Lichtenstein Peter Hermanson and John Christian Pingel forthwith
well and truly pay or cause to be paid to the said Francis Theodore
Lichtenstein Peter Hermanson and John Christian Pingel their Exec-
tors Administrators or Assigns such amount of Principal Money as
shall bear to the total Sum herein before Mentioned to have been insured
by the said New Madras Insurance Company the Sum awarded by such
final decision or judgment unappealed from shall bear to the sum sued
for in the said intended Suit with a like proportion of the interest to be
awarded as aforesaid, Then this obligation to be void otherwise to remain
in full force and virtue - They also pray Oyer of the writing obligatory
in the second Count of the said Plaint Mentioned

the same writing obligatory in the first Count of the said Plaint Mentioned -
And for Plea in this behalf by leave of the Court here for that purpose
first had and obtained according to the form of the Statute in that
Case made and provided the said Richard John Humphrey William Dring
and Thomas Chase say that by Reason of any thing by the said Francis
Theodore Peter and John Christian in their said Plaint above alledged they
ought not to have or Maintain their aforesaid action thereof against them because
they say that before and at the time of making the writing obligatory in the
said Plaint Mentioned the said Richard John Humphrey William Dring
and Thomas Chase together with one Thomas De Mello and divers other
Persons Carried on as Copartners together the business of Insurers
under the partnership Name and firm of the New Madras Insurance
Company and the said two Policies in the said Condition of the said
writing obligatory Mentioned were respectively a Certain Policy of
assurance whereby certain Persons trading under the Name and firm
of Messrs Stephens and Cockell for and on account of the said Francis
Theodore (by the Name and description of Francis Lichtenstein Esqr
of Tranquebar) as well in their own Name as in the Names of all
Persons to whom it might appertain did Cause themselves and them
and every of them to be insured lost or not lost at and from Tranquebar
to Bourbon or the Mauritius and eventually to the Cape of Good
Hope upon the body tackel Munition and furniture and also upon the
goods and Chattels of and in the Ship Cronberg for that Voyage and the
said Ship and the goods and Chattels laden thereon for so much as
Concerned the assured were thereby rated at Six thousand two hundred (and)

and Seventy Pagodas which was Hereby Declared to be in part of the Assured's Risk Valued at Thirty three thousand three Hundred and Seventy eight Star Pagodas - and the perils of the Sea Men of war enemies and letters of Mart and Countermart were Hereby Declared to be among the perils to be borne by the Assurer for a Certain Consideration therein Mentioned but Exception was Hereby Declared against any Hostilities that might be Committed by any European or American power which Risks were to be borne by the Assured and not by the Assurer any thing therein contained to the Contrary Notwithstanding and that insurance was Hereby Declared to be on Cargo to the Value of Six thousand Pagodas the Other Sum of Five Hundred and Seventy Pagodas being the amount premium in that Sum and a Certain Other Policy of Assurance Whereby the said Messrs Stephens and Cockell for account of the said Francis Lichtenstein as well in their own Name as in the Names of all Persons to whom it might appertain Caused themselves and them and every of them to be insured lost or not lost upon the same Voyage and upon the same Ships and the goods and Cargo thereon laden Valued at the same Sum of Five thousand two Hundred and Seventy Pagodas Hereby also Declared to be in part of the Assured's Risk Valued as aforesaid at thirty three thousand three Hundred and Seventy eight Star Pagodas and against the same perils and with the same Exceptions as in the said Policy herein before Mentioned Contained and Specified and that insurance was Hereby Declared to be on Cargo to the Value of Six thousand Pagodas the Other Sum of Five Hundred and Seventy Pagodas

being the amount premium on that Sum which Policies respectively the said New Madras Insurance Company in consideration of the premium therein Mentioned respectively underwrote and became assurers thereon to the amount therein respectively Mentioned - And the said Richard John Humphrey William Dring and Thomas Chase, Say that the other insurances in the said writing obligatory Mentioned were respectively, Certain Contracts of assurance Specified in three Several Policies of assurance in and by each of which Policies the said Messieurs Stephens and Cockell for account of the said Francis Lichtenstein as well in their own Name as in the Name of all persons whom it might Concern - Caused themselves and them and every of them to be insured lost or not lost, upon the same Voyage upon the same Ship and the same goods and Cargo laden thereon Valued respectively at different other Sums of Money thereby also declared to be part of the same Risk - Valued as aforesaid at thirty three thousand three hundred and Seventy eight Pagodas and against the same perils and with the same Exceptions as in the aforesaid Policies so underwritten by the said New Madras Insurance Company Contained and Specified which three Policies of assurances had been respectively underwritten - to wit one of them by Certain persons Carrying on the business of Insurers as Copartners by the partnership, Name, Stile, and firm - of the Madras Insurance Company and one other of the said Policies by Certain Persons Carrying on the business of Insurance as Copartners by the partnership Name and firm, of the Madras Exchange Insurance Company - and the remaining policy of assurance by Certain persons Carrying on the business of Insurers as Copartners by the partnership Name and firm of the Madras Commercial Society - which said Several persons had by

by so Underwriting the said Several Policies hereon written or the sums therein respectively Specified - and the said Richard John Humphrey, William Dring and Thomas Chase say that the Claims in the said writing obligatory mentioned were respectively a certain Claim and demand Made by the said Francis Theodore Peter and John Christian as being the persons interested in the Ship and Goods and Cargo aforesaid and in the Several Insurances effected thereon as aforesaid against the said Several persons so having underwritten the said Several Policies of Assurance for payment of the Sums of Money Specified in the Several Policies of Insurance so respectively underwritten by them as aforesaid and the differences and disputes in the said writing obligatory mentioned were certain disputes and differences between the said Francis Theodore Peter and John Christian as such assured as aforesaid, and the said Richard John Humphrey William Dring and Thomas Chase and those other persons so having underwritten the Several Policies of Assurance aforesaid as such Assurers thereon as aforesaid whether the Ship Cranbery in the said Policies respectively Mentioned and the Cargo and Goods thereon laden had been lost upon the Voyage in the said Several Policies of Insurance Specified by any of the perils in those Several Policies Specified as being the Perils to be borne by the said Assurers respectively or by any of the Perils thereby insured as aforesaid and thereby respectively declared to be borne by the Assurers as aforesaid - and thereupon for the terminating and settling the said disputes and differences - it was afterwards and before the Making of the writing obligatory in the said Plaint Mentioned agreed by and between the said Francis Theodore, Peter and John Christian on the one side, and the said Richard John Humphrey William

those other persons so having underwritten the said Several Policies respectively as Assurers as aforesaid on the other side that one Suit should be Commenced and prosecuted by the said Francis Theodore, Peter and John Christian against the persons so being underwriters upon one of the said Several Policies of Assurance upon the Contract of Assurance in such Policy of Assurance appearing and Specified for the Sum therein Mentioned - and that all the said Several Parties to that agreement should abide by the final Event and Decision of such one Suit so to be Commenced and prosecuted as aforesaid and that the final event and decision of that one Suit should decide for or against the Claims aforesaid of the said Francis Theodore Peter and John Christian upon all the said Several Policies against the said Several Persons so having respectively underwritten the same and become Assurers thereon as aforesaid, and it was thereupon afterwards further agreed by and between the parties aforesaid that such Suit should be Commenced and prosecuted against the said persons so Known by the Copartnership, Name and Firm of the Madras Insurance Company or some of them upon the Contract of Assurance appearing and Specified in the Policy of Assurance so underwritten by the said last Mentioned Company as aforesaid, to wit at Madras aforesaid and thereupon for Securing the due performance of the said agreements on their part and behalf, the said Richard John Humphrey, William Dring and Thomas Chase, Executed and Made to the said Francis Theodore Peter and John Christian the writing obligatory in the said Plaint Mentioned And the said Richard John Humphrey, William Dring and Thomas Chase further say that the Suit in the said writing obligatory Mentioned as having been agreed to be brought by the said Insured against the persons

persons called or known by the name of the Madras Insurance Company and the final Event and decision of which Suit it was thereby mentioned to have been agreed should decide for or against the claims of the said Francis Theodore, Peter and John Christian upon all the said Insurance Offices and upon the event of which Suit being finally decided in favor of the said Francis Theodore, Peter and John Christian the said Richard John Humphrey, William Dring and Thomas Chase were by the said writing obligatory bound to pay to the said Francis Theodore, Peter and John Christian the amount in the said writing obligatory Mentioned was the said Suit so agreed as aforesaid to be Commenced and prosecuted by the said Francis Theodore, Peter and John Christian against the said Madras Insurance Company or some of them upon the Contracts of assurance appearing and Specified in the Policy of assurance so underwritten by the said last Mentioned Company as aforesaid. and no other Suit. descriptions any other or different Contract or Cause of actions whatsoever - and the said Richard John Humphrey, William Dring and Thomas Chase in fact say the said Francis Theodore, Peter and John Christian, did not nor did either of them, nor any agent or agents for them or either of them at any time Commence or prosecute in the Mayor's Court of Madras aforesaid nor in any other Court any Suit against the said persons so known by the partnership Name and firm of the Madras Insurance Company or any of them upon the Contract of Insurance appearing and Specified in the Policy of assurance underwritten by the said Madras Insurance Company as aforesaid and this they the said Richard John Humphrey, William Dring and Thomas Chase are ready to verify, Wherefore they pray Judgment if the said Francis Theodore Peter and

action aforesaid thereof against them - and for further Plea in this behalf by leave of the Court here for that purpose first had and obtained according to the form of the Statute in that Case made and provided the said Richard, John Humphrey William Dring and Thomas Chase say that by reason of any thing by the said Francis Theodore Peter and John Christian in their said Plaint above alledged they ought not to have or maintain their aforesaid action thereof against them because they say that before and at the time of making the writing obligatory in the said Plaint mentioned the said Richard John Humphrey, William Dring and Thomas Chase together with the said Thomas de Mello and divers other persons Carried on as Copartners together the business of insurers under the partnership Name & firm of the New Madras Insurance Company and the said two Policies in the said Condition of the said writing obligatory Mentioned were respectively a Certain Policy of assurance whereby certain Persons trading under the Name and firm of Messrs. Stephens and Cockell for and on account of the said Francis Theodore (by the Name and description of Francis Lichtenstein Esquire of Tranquebar) as well in their Own Name as in the Names of all persons to whom it might appertain did Cause themselves and them and every of them to be insured Lost or not Lost at and from Tranquebar to Bourbon or the Mauritious and eventually to the Cape of Good Hope upon the body tackle Munition and furniture and also upon the Goods and Chattels of and in the Ship Cronberg for that Voyage and the said Ship and the goods and Chattels laden thereon for so much as Concerned the assured were thereby rated at Five thousand two hundred and Seventy Pagodas which was thereby declared to be in part of the assureds risk Valued at Thirty three thousand three hundred and Seventy eight Star Pagodas and the Perils of the Seas and Letters of Mart and Countermart were thereby

thereby declared to be among the perils to be borne by the assurers for a certain Consideration therein Mentioned Such an Exception was thereby declared against any Hostilities that might be Committed by any European or American power which Risks were to be borne by the assured and not by the assurers any thing therein Contained to the Contrary Notwithstanding and the Insurance was thereby declared to be on Cargo to the Value of Six thousand Pagodas the other Sum of Two hundred and Seventy Pagodas being the amount Premium on that sum - And a Certain other Policy of insurance whereby the said Messrs Stephens & Cockell for account of the said Francis Lechtenstein as well in their own Name as in the Names of all Persons to whom it might appertain Caused themselves and them and every of them to be insured Lost or not Lost upon the same Voyage and upon the same Ship and the goods and Cargo thereon Laden Valued at the same sum of Six thousand two hundred and Seventy Pagodas and against the same perils and with the same Exceptions as in the said Policy herein before Mentioned Contained and Specified and that insurance was thereby declared to be on Cargo to the Value of Six thousand Pagodas the other Sum of Two hundred and Seventy Pagodas being the Amount premium on that Sum which Policies respectively the said New Madras Insurance Company in Consideration of the Premium therein Mentioned respectively underwrote and became assurers thereon to the Amount therein respectively Mentioned and the said Richard John Humphrey William Dring and Thomas Chase say that the other Insurers in the said writing obligatory Mentioned were respectively Certain Contracts of assurance Specified in three Several Policies of assurance in and by each of which policies the said Messrs Stephens and Cockell for account of the said Francis Lechtenstein as well

of all persons whom it might Concern Caused themselves and them and every of them to be insured Lost or not Lost upon the same Voyage upon the same Ship and the same goods and Cargo laden thereon Valued respectively at different other Sums of Money thereby also declared to be part of the same Risk Valued as aforesaid at Thirty three thousand three hundred and Seventy eight Pagodas and against the same perils and with the same Exceptions as in the aforesaid Policies so underwritten by the said New Madras Insurance Company contained and Specified which three Policies of assurance had been respectively underwritten to and for one of them by Certain Persons Carrying on the business of Insurers as Copartners by the Madras Insurance Company and one other of the said Policies by Certain persons Carrying on the business of Insurers as Copartners by the partnership Name and firm of the Madras Exchange Insurance Company and the remaining Policy of assurance by Certain persons Carrying on the business of insurers as Copartners by the partnership Name and firm of the Madras Commercial Society which said Several persons had by so underwriting the said Several Policies become insurers thereon to the amounts therein respectively Specified and the said Richard John Humphrey William Dring and Thomas Chase say that the Claims in the said writing obligatory Mentioned were respectively a Certain Claim and Demand made by the said Francis Theodore Peter and John Christian as being the persons interested in the Ship

and

and Goods and Cargo aforesaid and in the Several insurances effected thereon as aforesaid against the said Several persons so having underwritten the said Several Policies of assurance for payment of the Sum of money assured in the Several Policies of insurance so respectively underwritten by them as aforesaid and the differences and disputes in the said writing obligatory Mentioned were Certain disputes and differences between them the said Francis Theodore Peter and John Christian as such assured as aforesaid and the said Richard John Humphrey William Dring and Thomas Chase and those other persons so having underwritten the Several Policies of assurance aforesaid as such assurers thereon as aforesaid whether the Ship or Cronberg in the said Policies respectively Mentioned and the Cargo and Goods thereon laden had been lost upon the Voyages in the said Several policies of insurance Specified by any of the Perils in those Several Policies Specified as being the perils to be borne by the said assurers respectively or by any of the perils therein Excepted as aforesaid and thereby respectively declared to be borne by the said assured as aforesaid and the said Richard John Humphrey William Dring and Thomas Chase further say that aforesaid and before the making the writing obligatory in the Bill Mentioned the said Francis Theodore Peter and John Christian did propose and offer to the said Richard John Humphrey William Dring and Thomas Chase and the said other Persons so forming the said Company called the New Madras Insurance Company that the Validity of the Claims of them the said Francis Theodore Peter and John Christian against all the said Assurers in this Plea Mentioned [illegible]

in this Plea Mentioned so respectively underwritten by the Several Insurers as aforesaid and so being Similar to each other in the Several respects aforesaid and the said disputes and differences thereon should be decided by and in one Single Suit to be Commenced and prosecuted by the said Francis Theodore Peter and John upon any one of the said Policies of assurance against the Persons who had underwritten such one Policy and become Insurers thereon as aforesaid and that they the said assured and all the assurers aforesaid should be bound by and should acquiesce in and Submit to the final decision of such one Suit as deciding upon the Validity of all the said claims and thereupon the said Richard John Humphrey William Dring and Thomas Chase having agreed to the said proposal and offer it was then and there further agreed by and between the said Francis Theodore Peter and John Christian and the said Richard John Humphrey William Dring and Thomas Chase and the said other Persons so forming the New Madras Insurance Company that such one Suit should be so Commenced and Prosecuted against the said Persons so known by the partnership Name of the Madras Insurance Company upon the Policy by these last Mentioned Persons underwritten as aforesaid they the said Francis Theodore Peter and John Christian then and there promising undertaking and engaging to and with the said Richard John Humphrey William Dring and Thomas Chase that the Claim and Cause of action of them the said Francis Theodore Peter and John Christian against the said Persons so known by the Partnership Name of the Madras Insurance Company so to be put in Suit as aforesaid was a Claim and Cause of action

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Action founded upon a Contract of assurance the Nature Terms Stipulations Conditions
and purport of which were truly specified and appeared in the aforesaid Policy of
assurance so underwritten by those Persons so known by the Partnership Name of the
Madras Insurance Company and thereupon in Consideration and confidence of the
said last Mentioned undertaking and engagement of the said Francis Theodore Peter
and John Christian they the said Richard John Humphrey William Dring and
Thomas Chase did for securing and binding themselves to the due performance
of the said agreement on their part and behalf make and Execute to the said
Francis Theodore Peter and John Christian the writing obligatory in the said
Plaint Mentioned and the said Richard John Humphrey William Dring and
Thomas Chase further say that the Suit in the said Writing obligatory Mentioned
as having been agreed to be brought by the said Insured against the Persons
known by the Name of the Madras Insurance Company and the final end and
decision of which Suit it was thereby Mentioned had been agreed should decide
for or against the said Claims of the said Francis Theodore Peter and John
Christian upon all the said Insurance offices and upon the event of which
Suit being finally decided in favor of the said Francis Theodore Peter and John
Christian they the said Richard John Humphrey William Dring and Thomas
were by that Writing obligatory bound to pay to the said Francis Theodore Peter
and John Christian the amount in the said Writing obligatory Mentioned and
the said Suit so agreed to be brought by the said Francis Theodore Peter
and John Christian against the Persons so known by the Partnership Name
of the Madras Insurance Company or some of them upon a Claim and
Cause of Action founded upon a Contract of assurance the Nature Stipulations
Terms Condition and purport of which were truly specified and appeared in the
aforesaid Policy of assurance so underwritten by the Persons known by the
Partnership Name of the Madras Insurance Company as aforesaid and no other
Suit nor upon any other or different Cause of action or Contract nor with
any other Terms Conditions or purport whatsoever and the said Richard

John Humphrey William Dring and Thomas Chase further say that the only Suit
ever Commenced or Prosecuted by the said Theodore Francis Peter and John
Christian or any of them or by any Agent or Agents of them or any of them
against the said Persons so known by the Partnership Name of the Madras
Insurance Company or any of them touching or in any Manner relating to the
Matters in the said Writing obligatory Mentioned was a certain Suit Commenced
on the fifteenth day of December in the Year one Thousand Seven hundred and Ninety
six and Prosecuted in the Mayors Court of Madraspatnam by the said Francis
Theodore Peter and John Christian against one William Abbott, one Charles
Baker and one George Chalmer three of the Persons so known by the Partnership
Name of the Madras Insurance Company for the said Company which Suit was
finally decided in favor of the said Francis Theodore Peter and John Christian
and the said Richard John Humphrey William Dring and Thomas Chase
in fact say that the said Suit so Commenced and Prosecuted as aforesaid was
not so Commenced and Prosecuted upon a Claim or Cause of action founded
upon a Contract of assurance the Nature Terms Stipulations Conditions and
purport of which were truly specified and appeared in the said Policy of
assurance so Underwritten by the said Persons so known by the Partnership
Name of the Madras Insurance office as aforesaid according to the promise
Undertaking and Engagement of the said Francis Theodore Peter and John
Christian in that behalf as aforesaid but on the Contrary thereof the Claim
and Ground of Action upon which the said Suit was so Prosecuted were
founded upon an alledged Contract of assurance of a different Nature and
purport and Containing other Terms Stipulations and Conditions besides
and different from the Terms Stipulations and Conditions specified and
appearing in the said last Mentioned Policy of assurance contrary to the form
and Effect of the said promise undertaking and Engagement so by the said
Francis Theodore Peter and John Christian so made in that behalf as
aforesaid

aforesaid and the said Richard John Humphrey William Dring and Thomas Chase are ready to verify wherefore they pray Judgment if the said Francis Theodore Ader and John Christian ought to have or maintain their action aforesaid thereof against them and for further Plea in this behalf by leave of the Court here for that purpose first had and obtained according to the form of the Statute in that case made and provided the said Richard John Humphrey William Dring and Thomas Chase say that by reason of any thing by the said Francis Theodore Ader and John Christian in their said Plea above alleged they ought not to have or maintain their aforesaid action thereof against them because they say that before and at the time of making the writing obligatory in the said Plaint mentioned the said Richard John Humphrey William Dring and Thomas Chase with divers other Persons carried on as Copartners together the business of Insurers under the Partnership Name and Firm of the New Madras Insurance Company and they further say that the assurances in the said writing obligatory mentioned were respectively a Certain Policy of assurance made by the said Messieurs Stephens and Cockell for the said Francis Theodore Ader and John Christian and underwritten by Josiah Dupre Porcher William Abbot and Charles Baker three of the Persons carrying on the Trade of Insurers as aforesaid by the Partnership Name and Firm of the Madras Insurance Company for the said last Mentioned Company which said last Mentioned Policy of assurance was of the tenor and in the words following to wit "In the Name "of God Amen Messrs. Stephens and Cockell for and on Account of Mr. "Lichtenstein Esquire of Tranquebar as well in their own Name as for "and in the Name and Names of all and every other Person or Persons "to whom the same doth, may or shall appertain, in part or in all doth "make assurance and Causeth themselves and them, and every of them "to be insured lost or not lost from Tranquebar

"Mauritius and ransheatly to the Cape of good Hope upon the body Tackle apparel
"Ordnance Munition Artillery Boat and Other Furniture also the Goods and
"Merchandizes of and in the Good Ship or Vessel called the Cronberg Burthen
" Tons or thereabouts whereof is Master under God for this present
"Voyage Captain Carl Bock or whosoever else shall go for a Master in the
"said Ship or by whatsoever Other Name or Names the said Ship or the
"Master thereof is or shall be Named or called, beginning the adventure
"upon the said Bottom Goods and Merchandizes whatsoever from and
"immediately following the Loading thereof on Board the said Ship and so to
"continue and endure until the said Ship with all her Tackle apparel
"Ordnance Munition Artillery Boat and Other Furniture also her
"Goods and Merchandizes shall be arrived at the Cape of good Hope and
"the same be safely delivered from on board of her And it shall be
"lawful for the said Ship in this Voyage to proceed and sail to and touch-
"and stay at any Ports and Places whatsoever for Necessary refreshments
"or Repairs without Prejudice to this Insurance, the said Ship and Goods
"and Merchandizes laden thereon for so much as concerns the assured are
"and shall be rated and valued by agreement at Twelve Thousand (12000)
"Star Pagodas touching the adventures and perils which we the assurers
"are contented to bear, and do take upon us in this Voyage, they are
"of the Seas, Men of war, Fire, Enemies, Pirates, Rovers, Thieves,
"Jettison, Letters of Mart and Counter Mart, Surprizals, Takings
"at Sea, Arrests, Restraints, Detainments of all Kings Princes and
"People of what Nation Condition or Quality soever Barratry of the Master
"and Mariners and of all other Perils Losses and Misfortunes that have
or

"or their Ship called the Ship and her Tackle Apparel and Furniture
"part thereof - And in case of any Loss or Misfortune it shall be lawful for
"the assured their Factors Servants and assigns to use labor and Endeavour
"for in and about the defence Safeguard and Recovery of the said Ship &
"her Cargo or any part thereof without Prejudice to this Insurance to
"Charge whereof we the assurers will Contribute and it is agreed by
"us the assurers that this writing or Policy of assurance shall be of as
"much force and effect as the surest writing or Policy of assurance made
"in London and so we the assurers are Contented and do hereby bind
"and bind ourselves our Heirs Executors Goods and Chattels to the assured
"their Executors Administrators and assigns for the true performance of
"Premisses confessing ourselves paid the Consideration due unto us for
"this assurance at and after the rate of Four and a Half p.r per Cent
"And we the assurers do Covenant promise and agree and oblige our
"our Heirs Executors Goods and Chattels in case of Loss happening which
"(God forbid) to Satisfy and pay the sum of money by us so assured upon
"abatement of two per Cent and no more Provided that we always pay the
"sum of Money so assured at the Expiration of Six Months after proper
"Notice thereof being given to us the assurers otherwise no abatement
"whatever to be made but to pay the full Sum any use or Custom to
"the Contrary Notwithstanding - And it is hereby further agreed that if any
"difference or Dispute shall arise between the assured and we the assurers
"it shall be referred to Arbitration and the assured on the one part shall name
"one or Two proper Persons for Arbitrators and we the assurers on the
"other part shall do the like either party having the option to prefer the
"greater Number to which the other Party must conform but such
"two or four Persons so chosen not agreeing

"in a third or fifth Person as umpire by the judgment Award and Deter-
"mination of which two or four Persons or three or five Persons or the Major
"Part of them the said assured and we the assurers shall be firmly
"bound - In Witness whereof we the assurers have subscribed our Names
"in Fort Saint George the 30th Day of December 1795 (true) N.B. fourteen
"Days only are allowed to land the Property after the Ships arrival &
"Exception is hereby declared against any Hostilities that may be Committed
"by any European or American Power, and against any Risk or Detention
"of the Governors of Manilla Siam or Pegue which Risks are to be
"borne by the assured and Not by the assurers any thing hereinbefore contained
"to the Contrary Notwithstanding - Vessel and Freight free of average under
"Ten per Cent unless general or the Ship
"of all Kinds are warranted free from Average unless general or the Ship
"be stranded Salt Sugar Jagory Rice wheat and Seed are warranted from
"Average under Ten per Cent and all other Goods free of average under
"five per cent unless general or the Ship be stranded - This Insurance
"is upon the Cargo being in part of the assureds Risk Valued as per
"Invoice at Star Pagodas 33378 and an Exception is hereby declared
"against the Risk of European or American War It is moreover
"understood between the assured and assurers that this Risk is to
"Cease in fourteen days after the Ships arrival at Bourbon or the Mauritius
"and if the Voyage is prosecuted to the Cape of Good Hope the Risk to recom-
"mence on Sailing we agree to refund one per Cent if the Risk Expires
"at Bourbon or the Mauritius - Jos Dupre Porcher, Wm. Abbott
"Charles Baker - For the Madras Insurance Company - Examined
"G. Chalmer Secretary" - And the said Richard John Humphrey Williams
Dring

Dring and Thomas Chase say that the other Insurances in the said writing obligatory Mentioned were respectively four Contracts of assurance Specified in four Several Policies of assurance made by each of which Policies the said Messrs. Cockell and Stephens for account of the said Francis Lichtenstein as well in their own Name as in the Name of all Persons whom it might Concern caused themselves and them and every of them to be Insured against Certain Perils and with Certain Exceptions therein respectively Specified lost or not lost upon the same Voyage upon the same Ship and the same Goods and Cargo laden thereon valued respectively at different other sums of Money thereby also declared to be part of the same Risk Valued as aforesaid at Thirty three thousand Three hundred and seventy eight Pagodas as on the aforesaid Policy is Underwritten by the said Madras Insurance Company as last aforesaid is Contained and Specified which last Mentioned Policies of assurance had been respectively underwritten to wit two of them by the said Thomas Chase and William Dring and the said Thomas De Mello for themselves and the said Other Persons carrying on the business of Insurers as Copartners by the Partnership Name Style and Firm of the New Madras Insurance Company one Other of the said Policies by certain Persons Carrying on the business of Insurers as Copartners by the Partnership Name and Firm of the Madras Exchange Insurance Company and the Other of them by certain Persons carrying on the business of Insurers as Copartners by the Partnership Name and Firm of the Madras Commercial Society which said Several Persons did

by so Underwriting the said four Several Policies become Insurers thereon to the Amounts therein respectively Specified and the said Richard John Humphrey William Dring and Thomas Chase say that the Claim and said writing obligatory Mentioned were respectively as Certain Claim and Demand Made by the said Francis Theodore Peter and John Christian as being the Persons interested in the Ship and Goods and Cargo aforesaid and in the Several Insurances effected thereon as aforesaid against the said Several Persons so having underwritten the said Several Policies of assurance for payment of the Sums of Money Specified in the Several Policies of insurance so respectively underwritten by them as aforesaid and the Disputes and Differences in the said writing obligatory Mentioned were Certain Disputes and Differences between them the said Francis Theodore Peter and John Christian as such assured as aforesaid and the said Richard John Humphrey William Dring and Thomas Chase and other Persons so having Underwritten the Several Policies of assurance aforesaid as such assurers thereon as aforesaid Whether the Ship Cromberg in the said Policies respectively Mentioned and the Cargo and Goods thereon laden had been lost upon the Voyage in the said Several Policies of Insurance Specified by any of the Perils in those Several Policies Specified as being the Perils to be borne by the said assurers respectively or by any of the Perils therein Excepted therefrom respectively as aforesaid and thereby respectively declared to be borne by the assurers as aforesaid and thereupon for the Terminating and Settling the said Disputes and differences it was afterwards and before the Making of the writing obligatory in the said Plaint Mentioned agreed by and between

between the said Francis Theodore Peter and John Christian on the one side and the said Richard John Humphrey William Dring and Thomas Chase and those other Persons so having underwritten the said Several Policies respectively as aforesaid on the other side that one Suit should be Commenced and prosecuted by the said Francis Theodore Peter and John Christian against the Persons so having underwritten any one of the said Several Policies of assurance upon the Contract of assurance in such Policy of assurance Specified for the sum therein Mentioned and that all the said Several Parties to that agreement should abide by the final end and decision of such one Suit so to be Commenced and Prosecuted as aforesaid and that the final event and decision of that one Suit should decide for or against the Claims aforesaid of the said Francis Theodore Peter and John Christian upon all the said Several Policies against the said Several Persons so having respectively underwritten the same and become assurers thereon as aforesaid and it was thereupon afterwards agreed by and between the Parties aforesaid that such Suit should be Commenced and Prosecuted against the said Persons so known by the Copartnership Name and Firm of the Madras Insurance Company or some of them upon the Contract of assurance specified and appearing in the Policy of assurance so underwritten by the said last Mentioned Company as aforesaid and hereinbefore set forth as aforesaid and thereupon for securing the said agreement the said Richard John Humphrey William Dring and Thomas Chase Executed and made the Writing obligatory in the said Plaint Mentioned and the said Richard John Humphrey William Dring and Thomas further say that the Suit in the said Writing obligatory Mentioned as having been agreed to be brought by the said Insured against the Company Called or Known by the Firm of Madras Insurance Company and the final event and decision of which was thereby

Mentioned to [illegible] should decide for or against the Claims of the said Francis Theodore Peter and John Christian upon all the said Insurance offices and upon the event of which Suit being finally decided in favor of the said Francis Theodore Peter and John Christian the said Richard John Humphrey William Dring and Thomas Chase were by that writing obligatory bound to pay the said Francis Theodore, Peter and John Christian the amount in the said writing obligatory Mentioned was the said Suit so agreed as aforesaid to be Commenced and Prosecuted by the said Francis Theodore Peter and John Christian against the said Persons known by the Name of the Madras Insurance Company or some of them upon the Contract of assurance Specified and appearing in the Policy of assurance so underwritten by the said last Mentioned Company as last aforesaid and hereinbefore set forth and no other Suit nor upon any other or different Contract or Cause of action Whatsoever and the said Richard John Humphrey William Dring and Thomas Chase in fact say that the only Suit ever Commenced and Prosecuted by the said Francis Theodore Peter and John Christian or their agents or any of them against the said Persons so known by the Partnership Name and Firm of the said Madras Insurance Company in any Manner relating to the Matters in the said Writing obligatory contained was a certain Suit which the said Francis Theodore Peter and John Christian after the Making of the said writing obligatory to wit on the fifteenth day of December in the year one thousand Seven hundred and Ninety Six at Madras did Commence and prosecute in the Mayor's Court of Madraspatnam against the said William Abbott Charles Baker and George Chalmer being three of the Persons so known by the Name of the Madras Insurance Company for and behalf of the said Company for the amount of the Money for which the said last

Mentioned

Madras Company had underwrote the said Policy hereinbefore set forth
as aforesaid and in their Said and in the Bill Replications and Pleadings
filed on their behalf therein respectively alledge or State and Set forth according
to the Course and practice of the said Mayor's Court as and for the Cause of
Action of them the said Francis Theodore Peter and John Christian in their
behalf among other things that they the said Francis Theodore Peter and
John Christian were respectively Merchant of Tranquebar and Subjects
of the King of Denmark and that they had Caused an application to be
made to the said George Chalmer as Secretary of the said Madras Insurance Company
for Insurance on the said Ship Cronberg and that in the said application the said
Ship and Cargo were represented to be and warranted Danish Property and
that the said Madras Insurance Company did upon and in Consequence of such
application Insure and underwrite for the amount in the said Suit demanded
the Policy hereinbefore set forth and that the said Ship with her Cargo to the
amount of the Money Insured thereon on board of her while prosecuting her Voyage
in the said Policy Mentioned was taken Charge of by one Thomas Mugeon
Commanding the Pilot a Vessel said to bear Letters of Marque from the Govern-
ment of Bombay and was Carried out of her Course by the said Thomas Mugeon
into a New Course in which last Course and Voyage the said Ship Cronberg
did perish at Sea and that the said Ship Cronberg and her Cargo were Danish
Property and were Insured by the said Madras Insurance Company as
Danish property and that the Meaning and agreement of the said Madras
Insurance Company in that Insurance so being Made upon such application
as aforesaid and taken therewith and Explained thereby was to Insure them
the said Francis Theodore Peter and John Christian against all the Perils
in the said Policy Mentioned Except the Perils which might arise in

Consequence of Denmark being Involved in a War with any European or
American Power and that the Exceptions in the said Policy so underwritten
by the said Madras Insurance Company Contained against any Hostilities that
might be Committed by any European or American Power and against
the Risk of European or American War were only intended and were by
the Nature of the said application Shewn to be only intended and understood
to secure the said Underwriters thereon against the Consequences of
Denmark being Involved in War with any European or American Power
and it was therein Stated to be Notorious that at the time of the Loss of
the said Ship Cronberg Denmark was not at War with any European
or American Power and such proceedings were had thereupon that the
said Francis Theodore Peter and John Christian by the Consideration and
Judgment of the Court of the Recorder of Madras did upon the Cause
of Action in the said Pleadings on their behalf set forth as aforesaid
Recover against the said William Abbott Charles Baker and George
Chalmer the amount thereby demanded which Judgment was afterwards
upon Appeal to His Majesty in Council affirmed as by the Record
thereof Now remaining in this Honorable Court reference being thereunto
had will more fully and at large appear and the said Richard John
Humphrey William Dring and Thomas Chase say that the said Francis
Theodore Peter and John Christian Neuer did nor did either of them
or any agent or agents for them or either of them Commence or Prosecute
any other Suit against the said Persons so Known by the Partnership
Name and Firm of the Madras Insurance Company or any of them
upon or in any Manner relating to the Matters in the said writing obligatory
mentioned

Martin[illegible] of them and this he the said Richard John Humphrey William Dring and Thomas are ready to verify wherefore they pray Judgment if the said Francis Theodore, Peter and John Christian ought to have or Maintain their aforesaid action thereof against them. -

Replication and Demurrer filed 2d March 1802.

And the said Francis Theodore Liebenstein Peter Hermanson and John Christian Engel as to the said Plea of the said Richard Yeldham John Humphrey Skardon William Dring & Thomas Chase by them first above pleaded in bar say. That they by reason of any thing by the said Richard John Humphrey William and Thomas above in that Plea alledged ought not to be barred from having and Maintaining their said action against the said Richard John Humphrey William and Thomas because they say that the said Plea in Manner and form as the same is above Pleaded and the Matters therein Contained are not Sufficient in Law to bar the said Francis Theodore Peter and John Christian from having their said action against the said Richard John Humphrey William and Thomas to which said Plea in Manner and form above pleaded the said Francis Theodore Peter and John Christian have no Need nor are they bound by the Law of the Land in any Manner to Answer, and this they are ready to verify Wherefore for want of a Sufficient Plea in this behalf the said Francis Theodore Peter and John Christian pray Judgment and their Debt aforesaid together with their Damages by Occasion of the detaining that Debt to be adjudged to them &c. And the said Francis Theodore Peter and John Christian as to the said Plea of the said Richard John Humphrey

William and Thomas by them secondly above pleaded in bar say that they by reason of any thing by the said Richard John Humphrey William and Thomas above in that Plea alledged ought not to be barred from having and Maintaining their said action against the said Richard John Humphrey William and Thomas because they say that the said Plea in Manner and form as the same is above pleaded and the Matters therein Contained are not Sufficient in Law to bar the said Francis Theodore Peter and John Christian from having their said action against the said Richard John Humphrey William and Thomas to which said Plea in Manner and form above pleaded the said Francis Theodore Peter and John Christian have no Need nor are they bound by the Law of the Land in any Manner to Answer - and this they are ready to verify Wherefore for want of a Sufficient Plea in this behalf the said Francis Theodore Peter and John Christian pray Judgment and their Debt aforesaid together with their Damages by Occasion of the detaining that Debt to be adjudged to them &c. And the said Francis Theodore Peter and John Christian as to the said Plea of the said Richard John Humphrey William and Thomas by them lastly above pleaded in bar say that they by reason of any thing by the said Richard John Humphrey William and Thomas above in that Plea alledged ought not to be barred from having and Maintaining their said action against the said Richard John Humphrey William and Thomas because they say that the said Plea in Manner and form as the same is above pleaded and the Matters therein Contained are not Sufficient in Law to bar the said Francis Theodore Peter and John Christian from having their said action against the said Richard John Humphrey William and Thomas to which said Plea in Manner and form above pleaded the said

Francis

[illegible] by the Law of the Land in any Manner to answer - and this they are
ready to verify Wherefore for want of a Sufficient Plea in this behalf
the said Francis Theodore Peter and John Christian pray Judgment
and their Debt aforesaid together with their Damages by Occasion of the
detaining that Debt to be adjudged to them &c

And the said Richard John Humphrey William
and Thomas say that the said Plea of them the said Richard John Humphrey
William and Thomas by them first above pleaded and the Matters therein
contained in the same are above pleaded and sufficient in Law
to bar the said Francis Theodore Peter and John Christian from having and
Maintaining their aforesaid action thereof against them the said Richard John
Humphrey William and Thomas which said Plea and the Matters therein
contained the said Richard John Humphrey William and Thomas are
ready to verify and prove as the Court here shall award and because
the said Francis Theodore Peter and John Christian have not answered
or denied the said Plea they the said Richard John Humphrey William
and Thomas as before pray Judgment and that the said Francis Theodore
Peter and John Christian may be barred from having their aforesaid action
thereof Maintained against them &c and the said Richard John Humphrey
William and Thomas also say that the said Plea of them the said
Richard John Humphrey William and Thomas by them secondly above
pleaded and the Matters therein Contained as the same are above pleaded
and set forth are sufficient in law to bar the said Francis Theodore Peter
and John Christian from having and Maintaining their aforesaid action thereof

Joinder in Demurrer filed 5th March 1802

against them the said Richard John Humphrey William and Thomas which
said Plea and the Matters therein Contained the said Richard John
Humphrey William and Thomas are ready to verify and prove as the
Court shall award - and because the said Francis Theodore Peter
and John Christian have not answered or denied the said Plea they the said
Richard John Humphrey William and Thomas as before pray Judgment
and that the said Francis Theodore Peter and John Christian may be barred
from having their aforesaid action thereof mentioned against them &c and the
said Richard John Humphrey William and Thomas say that the said Plea
of them the said Richard John Humphrey William and Thomas by them
lastly above pleaded and the Matter therein contained as the same are
above pleaded and set forth are sufficient in law to bar the said Francis
Theodore Peter and John Christian from having and Maintaining their aforesaid
action thereof against them the said Richard John Humphrey William and
Thomas and the Matters therein Contained the said Richard John
Humphrey William and Thomas are ready to verify and prove as the
Court shall award - and because the said Francis Theodore Peter
and John Christian have not answered or denied the said Plea they the said
Richard John Humphrey William and Thomas as before pray Judgment
and that the said Francis Theodore Peter and John Christian may be barred
from having their aforesaid action thereof mentioned against them &c

And now at this Day that is to say on the tenth day of May
in this same Term before the said Supreme Court of Judicature at Madras
come as well the said Francis Theodore Lichtenstein Peter Hermanson and
John Christian Pingel as the said Richard Yeldham John Humphrey
Skardon

Thomas Wm Pring and Thomas Chase by their attorney aforesaid
Whereupon all and singular the Premises being seen and by the Court
now here fully understood and Mature Deliberation being thereupon had
it appears to the said Court here that the Plea aforesaid and the Several
Matters therein contained are not Sufficient in Law to bar the said Francis
Theodore Lichtenstein Peter Hermanson and John Christian Pingel
from having and maintaining their aforesaid action thereof against them
the said Richard Yeldham John Humphrey Skardon William Pring
and Thomas Chase Wherefore it is Considered that the said Francis
Theodore Lichtenstein Peter Hermanson and John Christian Pingel
ought to recover their said Debt and also three hundred and Six Star
Pagodas and Twenty four Fanams for their Costs and Charges by them
about their Suit in this behalf Expended by the Court now here
adjudged to the said Francis Theodore Lichtenstein Peter Hermanson
and John Christian Pingel and with their assent and the said
Richard Yeldham, John Humphrey Skardon William Pring and
Thomas Chase in Mercy &c.

Judgment signed in Open Court the 22d July 1802
Dr Temple Dr Booth

Mercy

And Now on this Second day of August in the year
of our Lord one thousand eight hundred and two came the said Richard
Yeldham, John Humphrey Skardon, William Pring and Thomas
Chase by Emanuel Samuel their attorney and pray leave to appeal
from the aforesaid Judgment of the Court to our Sovereign Lord
the King in His Most Honorable Privy Council and it
is granted unto them -

Petition for leave to Appeal filed on the 2d day of August 1802

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His Majesty Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras ss } Aga Mehedy Dehedeshty puts in his place Robert Orme his attorney against Meerza Mahomed Ally Cawn of Madras Inhabitant and as such Subject to the Jurisdiction of this Honble Court, in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras ss } The said Meerza Mahomed Ally Cawn in his own person at the Suit of the said Aga Mehedy Dehedeshty in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Aga Mehedy Dehedeshty by Robert Orme his attorney and brought into the same Court then there his Certain Plaint against Meerza Mahomed ally Cawn of Madras Inhabitant and as such Subject to the Jurisdiction of this Honorable Court in a Plea of Trespass on the Case upon Promise, and there are Pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words to wit, Fort St. George Madras ss. Aga Mehedy Dehedeshty by Robert Orme his attorney Complains of Meerza Mahomed ally Cawn of Madras Inhabitant and as such Subject to the Jurisdiction of this Honorable Court For that whereas the said Meerza Mahomed ally Cawn on the fourth day of September in the Year of Christ one Thousand eight hundred and one to wit at Fort Saint George Madras aforesaid was indebted to the said Aga Mehedy Dehedeshty in the Sum of Eighteen thousand Star Pagodas of

Plaint in Assumpsit filed 30th March 1802 -

of the Current Money of Madras for so much Money by the said Meerza Mahomed Ally Cawn before that time Lent and Advanced to and for the use of the said Aga Mehedy Dehedeshty and being so indebted he the said Meerza Mahomed Ally Cawn in Consideration thereof afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid undertook and faithfully promised the said Aga Mehedy Dehedeshty to pay him the said Sum of Money Whenever afterwards he the said Meerza Mahomed Ally Cawn should be thereunto Requested — And Whereas also the said Meerza Mahomed Ally Cawn afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid was indebted to the said Aga Mehedy Dehedeshty in the further Sum of Eighteen Thousand Star Pagodas of like Current Money for so much Money by the said Aga Mehedy Dehedeshty before that time Lent and Advanced to the said Meerza Mahomed Ally Cawn at his Special Instance and Request and being so indebted he the said Meerza Mahomed Ally Cawn in Consideration thereof afterwards to wit on the same day and year aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Aga Mehedy Dehedeshty to pay him the said Sum of Money last Mentioned, whenever afterwards he the said Meerza Mahomed Ally Cawn should be thereunto Requested — And Whereas also the said Meerza Mahomed Ally Cawn afterwards to wit on the same day and year aforesaid, at Fort Saint George Madras aforesaid was indebted to the said Aga Mehedy Dehedeshty in the further Sum of Eighteen Thousand Star Pagodas of like Current Money for so much Money by the said Aga Mehedy Dehedeshty before that time paid Laid out and Expended, to and for the use of the said Meerza Mahomed Ally Cawn at his Special Instance and Request and being so indebted he the said Meerza Mahomed Ally Cawn in Consideration thereof afterwards to wit on the same day and Year

aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Aga Mehedy Dehedeshty to pay to him the said Sum of Money last Mentioned, whenever afterwards he the said Meerza Mahomed Ally Cawn should be thereunto Requested — And Whereas also the said Meerza Mahomed Ally Cawn afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid accounted with the said Aga Mehedy Dehedeshty of and Concerning divers other Sum of Money to the said Aga Mehedy Dehedeshty from the said Meerza Mahomed Ally Cawn before that time due and Owing and then in arrear and Unpaid and upon that account the said Meerza Mahomed Ally Cawn was then and there found to be in arrear and indebted to the said Aga Mehedy Dehedeshty in the further Sum of Eighteen Thousand Star Pagodas of like Current Money and being so found in arrear and indebted he the said Meerza Mahomed Ally Cawn in Consideration thereof afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Aga Mehedy Dehedeshty to pay him the said Sum of Money last mentioned whenever afterwards he the said Meerza Mahomed Ally Cawn should be thereunto Requested Nevertheless the said Meerza Mahomed Ally Cawn not Regarding his said Several promises and undertakings so by him in Manner and form aforesaid Made but Contriving and Fraudulently intending Craftily and Subtilly to deceive and defraud the said Aga Mehedy Dehedeshty in this respect hath not yet paid the said Several Sums of Money or any of them or any part thereof to the said Aga Mehedy Dehedeshty although the said Meerza Mahomed Ally Cawn afterwards to wit on the same day and year aforesaid and often times afterwards at Fort Saint George Madras aforesaid was Requested by the said Aga Mehedy Dehedeshty

to

to pay him the same / But the said Meerza Mahomed Ally Cawn to pay him the same hath hitherto altogether refused and Shee doth refuse to the damage of the said aga Mehedy Dehedeshty of Eighteen Thousand Star Pagodas and therefore he brings his Suit &c

And Now in this Second Term into Jear one Thousand eight hundred and two, that is to say, on the first day of May, to which day was given as well to the said Aga Mehedy Dehedeshty as to the said Meerza Mahomed Ally Cawn and the said Meerza Mahomed Ally Cawn says Nothing in bar or preclusion of the said action of the said Aga Mehedy Dehedeshty by which the said Aga Mehedy Dehedeshty remains therein undefended against the said Meerza Mahomed Ally Cawn for which the said Aga Mehedy Dehedeshty ought to recover his Damages by occasion of the Premises, and afterwards to wit on the Nineteenth day of the May in the Term last aforesaid the said Court having diligently enquired what Damages the said aga Mehedy Dehedeshty hath sustained as well by the Means aforesaid as for his Costs and Charges by him about his Suit in this behalf Expended to said to adjudge that the said Aga Mehedy Dehedeshty hath sustained Damages by Occasion of the Premises, over and above his Costs and Charges to Sixteen Thousand Six hundred and forty two Pagodas thirty one fanams and Seventy Cash, and for those Costs and Charges to one hundred and Twenty Pagodas, and twenty nine fanams. Therefore it is Consi=dered that the said Aga Mehedy Dehedeshty recover against the said Meerza Mahomed Ally Cawn his Damages, and Costs aforesaid by the Court aforesaid found and adjudged, which Damages in the whole Amount to Sixteen Thousand Seven hundred and Sixty three Pagodas Sixteen fanams and Seventy Cash and the said Meerza Mahomed ally.

Judgment signed for the Plt on the 29 July 1802
H. Temple
Dr Prothi

Mercy

Cawn in Mercy &c

And Thereupon the said Aga Mehedy Dehedeshty by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the Body of the said Meerza Mahomed ally Cawn in Satisfaction of his debt: and it is granted unto him returnable here on the Second day of August next

Commitment / Issued the 29th July 1802 –

Third Term 1802

Pleas Before the Hon.ble Sir Thos Andrew Strange Knight Chief Justice and the Hon.ble Sir Henry Gwillim and the Hon.ble Sir Benjamin Sulivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord One thousand eight hundred and two -

Fort St. George Madras } ss

Ferroomanum Chengalvaroya Moodeliar Late in this place Gentoo Merchant his attorney against Vanjumpaukum Venkata Kristniah in a Plea of Debt -

Fort St. George Madras } ss

The said Vanjumpaukum Venkata Kristniah late in this place Merchant Samuel his attorney at the Suit of the said Ferroomanum Chengalvaroya Moodeliar

Be it remembered that in the Vacation after the First Term in the Year of our Lord One thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Ferroomanum Chengalvaroya Moodeliar by George Mc Mahon his Attorney and brought into the said Court then there his Certain Plaint against Vanjumpaukum Venkata Kristniah in a Plea of Debt and there are pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words to wit. Fort Saint George ss. Ferroomanum Chengalvaroya Moodeliar late in this place Gentoo Merchant by George Mc Mahon his Attorney Complains of Vanjumpaukum Venkata Kristniah a Native Inhabitant of Madras and subject to the Jurisdiction of the Honorable Court of Pleas that he render to him Three hundred and Fifty Pagodas thirty five Fanams and forty Cash of Lawful Money of Madras which he owes to and unjustly refuses from him For that Whereas the said Vanjumpaukum Venkata Kristniah heretofore to wit on Fifth day of September

Plaintiffs the 23rd day of November 1801

eight hundred and one by his certain Bond or writing obligatory in Gentoo Language duly Executed according to the Customs of the Natives here bearing Date the same day and year aforesaid and to the Court of our said Lord the King here now Shewn acknowledged to have borrowed and received of the said Ferroomanum Chengalvaroya Moodeliar the Sum of Three hundred Pagodas of the like Lawful Money and which said Sum the Said Vanjumpaukum Venkata Kristniah thereby engaged to Repay to the said Ferroomanum Chengalvaroya Moodeliar when he should afterwards be thereunto Requested with all such Interest as should or might become due thereon at the rate of Twelve per Cent per Annum and the said Ferroomanum Chengalvaroya Moodeliar Says that there is Now due and Owing on the said Bond or writing obligatory the Sum of Three hundred and Seven Pagodas thirty five fanams and forty cash Current Money of Madras aforesaid - Nevertheless the said Vanjumpauk Kum Venkata Kristniah (although often requested) hath not rendered the said Sum of Three hundred and Seven Pagodas thirty five fanams and forty Cash or any part thereof to the said Ferroomanum Chengalvaroya Moodeliar but to render the same or any part thereof to him he the said Vanjumpaukum Venkata Kristniah hath hitherto wholly refused and still doth refuse to his damage of Three hundred and fifty Pagodas and therefore he brings his Suit -

Plaintiffs the 6th January 1802

And the said Vanjumpaukum Venkata Kristniah by Emanuel Samuel his attorney Comes and Defends the wrong and injury when &c and says that he doth not owe to the said Ferroomanum Chengalvaroya Moodeliar

Moodeliar the said Sum of Three hundred and Seven Rupees thirty four Fanams and forty Cash above demanded or any part thereof in manner and form as the said Veeroomanum Chengalvaroya Moodeliar hath above thereof Complained against him and of this he puts himself upon the

Issue Joined Court - And the said Veeroomanum Chengalvaroya doth the like -

And Now at this day that is to say on the Ninth day of April until which time was given to the said Vanjampaukum Venkata Krishniah to answer the said Plaint came as well the said Veeroomanum Chengalvaroya Moodeliar by his said Attorney aforesaid as the said Vanjampaukum Venkata Krishniah by Counsel learned the Attorney and the said Vanjampaukum Venkata Krishniah Comes and Defends the Force and Injury when and so forth. at which day before the Justices aforesaid at Madras aforesaid come the parties aforesaid by their Attorneys aforesaid and thereupon all and Singular the Premises whereof the parties have put themselves upon the Judgment of the Court being seen by the Court here and fully understood and Mature Deliberation being thereupon had - It appears to the Court here and the Justices of our said Lord the King aforesaid do adjudge that the said Veeroomanum Chengalvaroya Moodeliar do recover against the said Vanjampaukum Venkata Krishniah the Sum of three hundred and thirty one Pagodas Current money of Madras for his said Debt and his damage by him sustained as aforesaid against the said Vanjampaukum Venkata Krishniah, and also the Sum of Ninety four Pagodas and thirty Seven fanams for the Costs and Charges of him the said Veeroomanum Chengalvaroya Moodeliar which he hath been put to about his Suit in that behalf which said Debt, Damage and Costs

Judgment signed for the Debt on the 29th of July 1802. R. Temple Dy Prothy

in the whole amount to the Sum of four hundred and twenty five Pagodas and thirty seven fanams and the said Vanjampaukum Venkatakrishniah is in mercy and so forth -

mercy

Commitment issued this 29th July 1802 -

And thereupon the said Veeroomanum Chengleroya by George McMahon his attorney prays a Writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the body of the said Vanjampaukum Venkatakrishnia in Satisfaction of his Debt - and it is granted unto him returnable here on the Second day of August next

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon^ble Sir Henry Gwillim Knight and the Hon^ble Sir Benjamin Sullivan Knight Puisne Justices of the Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras ss - } Andavaukka Body Chitty and Booddaubattoony Narraina Chitty put in their place Robert Orme their attorney against Avadaunam Paupiah in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras ss } The said Avadanum Paupiah puts in his place Emanuel Samuel his Attorney at the Suit of the said Andavaukka Body Chitty and Booddaubattoony Narraina Chitty in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that on the first day of May in the Second Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Andavaukka Body Chitty and Booddaubattoony Narraina Chitty by Robert Orme their Attorney and brought into the same Court then there their Certain Plaint against Avadaunam Paupiah in a Plea of Trespass on the Case upon Promises and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St. George Madras ss Andavaukka Body Chitty and Booddaubattoony Narraina Chitty by Robert Orme their Attorney Complain of Avadaunam Paupiah of Madras [illegible]

Plaint filed the 1st May 1802 -

as such subject to the Jurisdiction of this Honorable Court. For that Whereas the said Avadaunam Paupiah on the Twenty sixth day of September in the Year of Christ one thousand eight hundred and one at Fort Saint George Madras aforesaid by his Certain Instrument or Native writing obligatory in the Gentoo Language and to the Court Now here shewn the date whereof is on the day and year aforesaid acknowledged that the Balance due to the said Andavaukka Body Chitty and Booddaubattoony Narraina Chitty to that day was the Sum of (Pag 7770) Four thousand nine hundred and Seventy Seven and Eleven twentieth Current Star Pagodas which Sum he the said Avadaunam Paupiah did thereby engage to pay them the said Andavaukka Body Chitty and Booddaubattoony Narraina Chitty on demand with all such Interest as should or might become due thereon at the rate of twelve per Cent per Annum By Means whereof the said Avadaunam Paupiah became liable to pay the said Sum of Four thousand nine hundred and Seventy Seven and Eleven twentieth Current Star Pagodas with the Interest due thereon whenever he the said Avadaunam Paupiah should be thereunto afterwards Requested and being so liable he the said Avadaunam Paupiah in Consideration thereof afterwards to wit on the same day and year aforesaid at Fort St. George Madras aforesaid undertook and then and there faithfully promised the said Andavaukka Body Chitty and Booddaubattoony Narraina Chitty to pay them the said Sum of Four thousand nine hundred and Seventy Seven and Eleven twentieth Current Star Pagodas in the said Instrument or writing obligatory Mentioned with the Interest thereon after the rate aforesaid whenever he the said Avadaunam Paupiah should be thereunto afterwards Requested - And whereas also the said

Avadaunam Paupiah afterwards to wit on the Second day of November in the said Year One thousand eight hundred and one at Fort St George Madras aforesaid was indebted to the said Andavaula Bodey Chitty and Booddaubattoony Narraina Chitty in the Sum of Five thousand Star Pagodas of Lawful Current Money of Madras for diverse Goods wares and Merchandizes by the said Andavaula Bodey Chitty and Booddaubattoony Narraina Chitty before that time sold and delivered to the said Avadaunam Paupiah and at his special Instance and Request and being so indebted he the said Avadaunam Paupiah in consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort SaintGeorge Madras aforesaid undertook and then and there faithfully promised the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty to pay them the said last Mentioned Sum of Money whenever he the said Avadaunam Paupiah should be thereunto afterwards Requested - And Whereas afterwards to wit on the same day and Year last aforesaid at Fort St George Madras aforesaid in Consideration that the said Andavaulka Body Chitty and Booddaubattoony Narraina Chitty at the like special instance and Request of the said Avadaunam Paupiah had before that time sold and delivered to him the said Avadaunam Paupiah divers other Goods Wares and Merchandizes he the said Avadaunam Paupiah then and there undertook and faithfully promised the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty to pay them so much Money as they therefore reasonably deserved to have of the said Avadaunam Paupiah when he the said Avadaunam Paupiah should be thereto afterwards Requested - And the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty aver that they therefore

he said Avadaunam Paupiah other Five thousand Star Pagodas of like Current Money to wit at Fort St George Madras aforesaid whereof the said Avadaunam Paupiah afterwards to wit on the same day and Year last aforesaid there had Notice - And Whereas also the said Avadaunam Paupiah afterwards to wit on the same day and Year last aforesaid at Fort St George Madras aforesaid accounted with the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty of and Concerning diverse other Sums of Money before that time due and Owing from the said Avadaunam Paupiah to the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty and then being in arrear and unpaid and upon that accounting he said Avadaunam Paupiah was then and there found to be in arrear and indebted to the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty in the further Sum of Five thousand Star Pagodas of like Current Money of Madras and being so found in arrear and indebted he the said Avadaunam Paupiah in consideration thereof afterwards to wit on the same day and Year last aforesaid at Fort St George Madras aforesaid undertook and then and there faithfully promised the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty to pay them the said last Mentioned Sum of Money when he the said Avadaunam Paupiah should be thereunto afterwards Requested Yet the said Avadaunam Paupiah not regarding his said Several promises and Undertakings so by him made in Manner and form aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Andavaulka Bodey Chitty and Booddaubattoony Narraina Chitty in this behalf hath not yet paid the said Several Sums of or any part thereof to the said Andavaulka Bodey Chitty

and Boddaubattoony Narraina Chitty or either of them altho' so to be he the said Ivadaunam Paupiah was Requested by the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty to visit on the same day and year last aforesaid and often afterwards to visit at Fort St George Madras aforesaid) but the said Ivadaunam Paupiah to pay the same or any part thereof to the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty or either of them hath hitherto wholly refused and still doth refuse to the damage of the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty of Two Thousand Star Pagodas and thereupon they bring Suit &c.

Plea filed the 19th May 1802.

And the said Ivadaunam Paupiah by Samuel his Attorney Comes and defends the wrong and injury when &c and says that he did not undertake or promise in Manner and form as the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty have above thereof Complained against him and of this he puts himself upon the Court - and the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty do the like -

Issue Joined

And Now at the Sittings after the same Term that is to say on the Thirty first day of May in the year aforesaid to which day was given as well to the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty as to the said Ivadaunam Paupiah to inform the Court of the Premises at which day come the Parties aforesaid by their said Attornies - And the said Court having heard the respective Allegations of the Parties and Examined the Truth thereof, and duly and deliberately Consi-

that the said Ivadaunam Paupiah did undertake and promise in Manner and form as the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty have thereof Complained against him - and they assess the Damages of the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty on Occasion of the Premises besides their Costs and Charges by them about their Suit in this behalf Expended to Three thousand four hundred and sixty two Pagodas twenty four Fanams and Sixty Cash -

Therefore it is Considered that the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty do recover against the said Ivadaunam Paupiah their Damages in form aforesaid assessed and also one hundred and Sixteen Pagodas and thirty eight Fanams for their said Costs and Charges by the Court now here adjudged to the said Indavaukka Bodey Chitty and Boddaubattoony Narraina Chitty with their assent which Damages, Costs and Charges in the whole amount to Three thousand five hundred and Seventy Nine Pagodas eighteen Fanams and Sixty Cash - and the said Ivadaunam Paupiah in Mercy &c.

Judgment signed for the Plt. on the 31 July 1802 W Temple Dr Court

Mercy

And hereupon the said Indavaukka Bodey Chitty & Boddaubattoony Narraina Chitty by Robert Orme their Attorney pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the Body of the said Ivadaunam Paupiah in Satisfaction of his debt - and it is granted unto them returnable here on the fourth day of October next

Commitment issued on the 25th Sept. 1802

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of his Majestys Supreme Court of Judicature at Madras at a Sessions of the Third Term in the Year of our Lord one thousand eight hundred and two —

Fort St George Madras ss } William Goodtitle on the several demises of Mootha Nimah Chitty deceased and of Annamid Chitty Inhabitants in his place Robert Orme his attorney against Thomas Badtitle in a Plea of Trespass and Ejectment

Fort St George Madras ss } The said Thomas Badtitle in person at the Suit of the said William Goodtitle in the Plea aforesaid —

Fort St George Madras ss — } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came William Goodtitle by Robert Orme his attorney and brought into the same Court then there his certain Plaint against Thomas Badtitle in a Plea of Trespass and Ejectment and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words, that is to say, Fort Saint George Madras ss William Goodtitle by Robert Orme his attorney Complains of Thomas Badtitle an Inhabitant of Madras and of such a Person Subject to the Jurisdiction of this Honble Court — For

Plaint in Ejectment filed 21 April 1802 —

That Whereas one Mootha Nimah Chitty late of Madras Inhabitant deceased on the Tenth day of September in the Year of Christ one thousand and eight hundred at Madras did demise granted and to Farm letten unto the said William one Messuage or dwelling House and Five Cawnies of Land with the appurtenances situate in Ponnapah Chittys Street in the Black Town of Madras aforesaid To Have and to hold the said tenements with the appurtenances to the said William and his assigns from the Ninth day of September then last past to the full end and Term of five Years from thence next ensuing and fully to be Complete and ended by Virtue of which demise he the said William entered into the said Tenements with the appurtenances and was thereof possessed until the said Thomas afterwards that is to say on the first day of July in the Year one thousand eight hundred and one with force and arms entered into the said tenements with the appurtenances which the said Mootha Nimah Chitty demised to the said William in Manner aforesaid for the term aforesaid which is not yet expired and ejected the said William out of his said Farm — And whereas Annamid Chitty afterwards to wit on the fifteenth day of August in the Year last aforesaid at Madras aforesaid had demised granted and to farm letten to the said William one other Messuage or Dwelling House and Five other Cawnies of Land with the appurtenances situate in Ponnapah Chittys Street in the Black Town of Madras aforesaid To Have and to hold the said last mentioned tenements

day of August then last past to the full end and term of three Years from thence next ensuing and fully to be Compleat and ended By Virtue of which last Mentioned Demise he the said William entered into the said last Mentioned Tenement with the appurtenances and was thereof possessed until the said Thomas afterwards that is to say on the twentieth day of the said Month of August in the year last aforesaid with force and Arms entered into the said last Mentioned Tenement with the appurtenances which the said Edward Chitty had demised to the said William in Manner aforesaid for the Term aforesaid which is not yet Expired and ejected the said William out of his said Farm and other injuries to the said William did against the peace of our Lord the King and to the Damage of him the said William of Five hundred Marks Sterling and therefore he brings his Suit &c.

And now at this day that is to say on the first day of May in this same Term, until which day the said Thomas Badtitle had leave to imparl to the said Plaints and then to answer the same at which day before the said Court comes as well the said William Goodtitle by his attorney aforesaid as the said Thomas Badtitle in his proper person and the said Thomas Badtitle defends the force and injury when &c and says nothing in bar or preclusion of the said action of the said William Goodtitle whereby the said William Goodtitle remains therein undefended against the said Thomas Badtitle Therefore it is Considered that the said William Goodtitle recover against the said Thomas Badtitle his said Term yet to Come of and in the Tenements aforesaid with the appurtenances and also his Damages sustained by reason of the Trespass and Ejectment

Judgment signed for the Plaint on the 3d of Aug 1802.

R Temple

aforesaid, and thereupon the said William Goodtitle freely here in Court remits to the said Thomas Badtitle all such Damages Costs and Charges as might or ought to be adjudged to him the said William Goodtitle by reason of the Trespass and Ejectment aforesaid Therefore let the said Thomas Badtitle be acquitted of those Damages Costs and Charges &c and thereupon the said William Goodtitle prays the writ of our Lord the King to be directed to the Sheriff of Madras aforesaid, to Cause him to have possession of his said term yet to come of and in the Tenements aforesaid with the appurtenances and it is granted to him returnable before the said Court on the Sixth day of August Next, the same day is given to the said Thomas Badtitle there &c

Writ of Possession Issued the 3 August 1802.

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two

Fort St. George Madras Ss.

John Doe on the demise of Poolyore Soobarayah Pillay administrator of Poolyore Sasha Pillay deceased puts in his place Townes Disney his attorney against Runga Pillay in a Plea of Trespass and Ejectment —

Fort St. George Madras Ss

The said Runga Pillay puts in his place Charles Walters his attorney at the suit of the said John Doe in the Plea aforesaid

Fort St. George Madras Ss

Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transfered to this Honble Court all the Proceedings and Records of the said Court of the Recorder) came John Doe by Townes Disney his attorney and brought into the same Court then there his Certain Plaint against Runga Pillay in a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doe & Richard Roe which said Plaint follows in these words that is to say — John Doe by Townes Disney his attorney Complains of Runga pillay of Madras Inhabitant and as such a person Subject to the Jurisdiction of this Honble Court For that whereas Poolyore Soobarayer Pillay administrator of all and Singular the Goods and Chattels of Poolyore Sasha Pillay late of Ma[illegible]

Plaint in Ejectment filed the 11th April 1801

December in the Year one thousand eight hundred had demised granted and to farm let unto the said John Doe five Messuages with the out Houses and appurtenances thereto belonging fifty Cottages fifty other buildings fifty acres of Land fifty acres of Garden fifty acres of orchard fifty acres of Wood with the appurtenances thereunto belonging In all that and those that two pieces of Grounds formerly the property of Codoongoore Pedda Naick Situated in Pedda Naicken Pettah Near to the North West Bastion between the Ground of Francis Sourdan Esqr. and the Garden of Narrain Pillah a Piece of Ground Measuring in Length from East to West three hundred and ninety feet and in Breadth from North to South on the East side three hundred and ninety feet and on the West side three hundred and forty feet or thereabouts together with another Piece of Ground adjoining measuring in Length from East to West one hundred feet and in Breadth from North to South on the East side Ninety feet on the West side Ninety feet and at the Middle one hundred feet or thereabouts To have and to hold the same premises from the said first day of December in the Year aforesaid for and during and until the full end and Term of five Years next ensuing fully to be Compleat and Ended by virtue of which said demise the said John Doe entered into the said Premisses on the second day of December aforesaid and was possessed thereof until the said Runga pillay afterwards to wit on the third day of December in the Year aforesaid with force and arms to wit

Pleas Before the Honble Sr Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two

Fort St George Madras ss. } John Doe on the demise of Poolyore Soobarayah Pillay administrator of Poolyore Sasha Pillay deceased puts in his place Townes Disney his attorney against Runga Pillay in a Plea of Trespass and Ejectment —

Fort St George Madras ss } The said Runga Pillay puts in his place Charles Walters his attorney at the suit of the said John Doe in the Plea aforesaid

Fort St George Madras ss } Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder) came John Doe by Townes Disney his attorney and brought into the same Court then there his Certain Plaint against Runga Pillay in a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doe & Richard Roe which said Plaint follows in these words that is to say — John Doe by Townes Disney his attorney Complains of Runga pillay of Madras Inhabitant and as such a person Subject to the Jurisdiction of this Honble Court For that whereas Poolyore Soobarayah Pillay administrator of all and Singular the Goods and Chattels of Poolyore Sasha Pillay late of the

Plaint in Ejectment filed the 11th April 1801

December in the Year one thousand and eight hundred had demised granted and to farm let unto the said John Doe five Messuages with the out Houses and appurtenances thereto belonging fifty Cottages fifty other buildings fifty acres of Land fifty acres of Garden fifty acres of orchard fifty acres of wood with the appurtenances thereunto belonging In all That and those Two pieces of Grounds formerly the property of Codoongoore Pedda Naick Situated in Pedda Naicks Pettah Near to the North West Bastion between the Ground of Francis Gourdan Esqr and the Garden of Narrain Pillah a Piece of Ground Measuring in Length from East to West three hundred and Ninety feet and in Breadth from North to South on the East side three hundred and Ninety feet and on the West side three hundred and forty feet or thereabouts together with another Piece of Ground adjoining measuring in Length from East to West one hundred feet and in Breadth from North to South on the East side Ninety feet on the West side Ninety feet and at the Middle one hundred feet or thereabouts To have and to hold the same premises from the said first day of December in the Year aforesaid for and during and until the full end and Term of five Years next ensuing fully to be Compleat and Ended by virtue of which said demise the said John Doe entered into the said Premises on the second day of December aforesaid and was possessed thereof until the said Runga pillay afterwards to wit on the third day of December in the Year aforesaid with force and arms to wit and so forth entered in and upon the Premises

John Doe from his said Farm his said Term thereof not being yet Expired and him the said John Doe so ejected Expelled and removed hath Kept out and Still doth Keep out from his possession thereof and other injuries then and there brought upon him against the Peace of our said Lord the King and to the Damage of the said John Doe Five thousand Star Pagodas and therefore he brings his Suit and So forth. –

Plea filed the 11th April 1801 –

And the said Rungo Pillay by Charles Millers his Attorney comes and Defends the force and Injury &ca when and as forth and says that he is not guilty of the Trespass and Ejectment above laid to his Charge in Manner and form as the said John Doe hath above thereof Complained against him and of this he puts himself upon the Court – And the said

Issue Joined John Doe by Townes Disney his Attorney doth likewise –

And Now in this Second Term in the year one thousand eight hundred and two that is to say on the Ninth day of April to which day was given as well to the said John as to the said Rungah Pillay to inform the Court of the premises came the said Rungah Pillay by his said Attorney and the said John at the Solemnly Called came not and it appearing to the Court here that the said John hath Neglected to bring the issue above joined on to be tried according to the Course and practice of the said Court – Therefore it is Considered by the said Court here that the said John take Nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c and that the said John go thereof without day – And it is further Considered by the said Court here that the said Rungah pillay Recover Against the said John one

John one hundred and Eighteen Pagodas and Twenty Seven Fanams for his Costs and Charges by him about his defence in this behalf sustained adjudged by the Court here to the said Rungah pillay at his request and that the said Rungah pillay have his Execution thereof &c

Judgment signed for the Deft on the 4th of Augt 1802

W. Sampayo Dr Pro. Thes

And thereupon the said Rungapilla by Charles Millers his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Goods Lands, Debts & other Effects which belong to the said John the sum of one hundred and eighteen Pagodas and Twenty seven fanams in Satisfaction of his Costs & Charges by him laid out about his defence in this behalf as adjudged to him as aforesaid –

Writ of Execution against the Effts the 4th Augt 1802

And it is granted unto him returnable here in the Seventh day of August Instant –

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one Thousand eight hundred and two -

Fort St George Madras ss } Coothumbaukum Namasevoy Modelliar by his Attorney Townes Disney his attorney against George Larmond in a Plea of Debt -

The said George Larmond in his own person at the suit of the said Coothumbaukum Namasevoy Modelliar in the Plea aforesaid -

Fort St George Madras ss } Be it remembered that in the Second Term in the Year of our Lord one Thousand eight hundred and two Before the said Supreme Court of Judicature at Madras came Coothumbaukum Namasevoy Modelliar by Townes Disney his attorney and brought into the said Court then, there his certain Plaint against George Larmond in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words to wit - Fort St George Madras Coothumbaukum Namasevoy Modelliar by Townes Disney his attorney Complains of George Larmond being a British Subject residing at Madras and as such liable to the Jurisdiction of this Honble Court of a Plea that he render to him the said Coothumbaukum Namasevoy Modelliar one Thousand one hundred and forty two

Plaint filed 8th June 1802 - in a Plea of Debt -

one Janam and Two Cash of Current Money of Madras which he owes to and unjustly detains from him - For that whereas the said George Larmond on the first day of April in the Year of our Lord one Thousand eight hundred and two, to wit, at Madras aforesaid by his Certain Bond or writing obligatory Sealed with the Seal of him the said George Larmond (and now Shewn to the Court of our Lord the King here) the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Coothumbaukum Namasevoy Modelliar in the Sum of one Thousand one hundred and forty two Star Pagodas forty one Janams and Two Cash to be paid to the said Coothumbaukum Namasevoy Modelliar on demand or when he should be thereto afterwards Requested Yet the said George Larmond (although often Requested &c) hath not yet paid the said Sum of one Thousand one hundred and forty two Star Pagodas forty one Janams and Two Cash above demanded or any part thereof to the said Coothumbaukum Namasevoy Modelliar but to pay the same or any part thereof to the said Coothumbaukum Namasevoy Modelliar he the said George Larmond hath hitherto wholly refused and still doth refuse to the said Coothumbaukum Namasevoy Modelliar his Damage of five Pagodas and therefore he brings his Suit and so forth

And now on this day that is to say on the Twenty Sixth day of July in this Third Term until which day the said George Larmond had leave to imparl to the said Plaint and then to answer the same &c as well the said Coothumbaukum Namasevoy Modelly by

do come before the Court here and the said George Larmond defends the
wrong and injury when &c and Says nothing in bar or prechision of
the said action of the said Cootumbaukum Namasway Modelly by
which the said George Larmond remains therein undefended against
the said Cootumbaukum Namasway Modelliar. Therefore it is
Considered by the Court here that the said Cootumbaukum Namasway
Modelly do recover against the said George Larmond his said Debt
Amounting to the Sum of Five hundred and Ninety three Pagodas
Twenty fanams and forty Cash and also Seventy Six Pagodas
and five fanams for his damages which he hath sustained as well
by occasion of obtaining the said Debt as for his Costs and Charges
by him about his said Suit in this behalf Expended Making together the
Sum of Six hundred and Sixty Nine Pagodas Twenty five fanams
and forty Cash by the Court here adjudged to the said Cootumbaukum
Namasway Modelly by his agent and that he have Execution thereof
and the said George Larmond in Mercy &c.

Judgment signed the 4th Aug. 1802
P Temple Dr Roth

Mercy

And thereupon the said Cootumbaukum Namasway Modelliar
by Townes Disney his attorney prays a writ of our Lord the King to be
directed to the Sheriff of Madraspatnam to Cause him to levy and make
of the Houses, Lands, Debts and other Effects which belong to
the said George Larmond the Sum of Six hundred and Sixty Nine Pagodas
& Twenty five fanams and forty cash - and it is granted unto him
returnable here on the Seventh day of August next -

Writ of Execution issued on the 4th August 1802

Read before the Honble Sir Thomas Andrew Stringer Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras in the Year of our Lord one thousand eight hundred and two -

Fort Saint George Madras ss } Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel just in their place Robert Orme their Attorney against Benjamin Roebuck, Cecil Smith and Robert Woolf Esquires in a Plea of Debt -

Fort Saint George Madras ss } The said Benjamin Roebuck Cecil Smith and Robert Woolf just in their Place Emanuel Samuel their attorney at the Suit of the said Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel in the Plea aforesaid -

Fort Saint George Madras ss } Be it Remembered that in the Second Term in the Year of Christ one thousand eight hundred and two before the Honorable the Supreme Court of Judicature at Madras came Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel by Robert Orme their Attorney and brought into the same Court their certain Plaint against the said Benjamin Roebuck Cecil Smith and Robert Woolf being British Subjects and as such Subject to the Jurisdiction of this Honorable Court of

Plaint filed the 14th June 1802 - upon a Policy of Insurance

of a Plea that they render to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel Fifteen thousand four hundred and Twenty Star Pagodas of the Current Money of Madras aforesaid which the said Benjamin Roebuck Cecil Smith and Robert Woolf owe to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel and unjustly detain from them, and there are Pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words to wit Fort Saint George Madras ss Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel by Robert Orme their Attorney Complain of Benjamin Roebuck Cecil Smith and Robert Woolf being British Subjects and as such subject to the Jurisdiction of this Honorable Court of a Plea that they render to them the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel Fifteen thousand four hundred and Twenty Star Pagodas of the Current of Madras aforesaid which the said Benjamin Roebuck Cecil Smith and Robert Woolf owe to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel and unjustly detain from them For that Whereas the said Benjamin Roebuck Cecil Smith and Robert Woolf and one Henry Sewell and one James Brodie now deceased and whom the said Benjamin Roebuck Cecil Smith and Robert Woolf have survived, as the acting Committee of a Certain Insurance Company established at Madras under the Firm or title of the Coringa Insurance Company heretofore to wit on the Sixth day of December in the Year of our Lord one thousand Seven hundred and Ninety Six at Fort

with the Seals of the said Benjamin Roebuck, Cecil Smith and Robert Woolf and of the said Henry Sewell and James Brodie and to the Court Now Here Shewn the date whereof is the Day and Year aforesaid acknowledged themselves for and on behalf of themselves and the other Members of the said Company to be held and firmly bound to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel as the owners and Proprietors of the Ship Cronberg then lately Commanded by Captain Carl Bock and of her Cargo which Ship on or about the Twenty fifth day of November one thousand Seven hundred and Ninety five foundered at Sea and was with her said Cargo totally lost in the penal Sum of Fifteen thousand four hundred and Twenty Star Pagodas to be paid to the said Francis Theodore Lichtenstein and Peter Hermanson and John Christian Pingel their Certain Attorneys Executors or administrators when they the said Benjamin Roebuck Cecil Smith and Robert Woolf and the said Henry Sewell and James Brodie should be there to afterwards requested yet the said Benjamin Roebuck, Cecil Smith and Robert Woolf in the Life time of the said Henry Sewell and James Brodie and the said Benjamin Roebuck, Cecil Smith and Robert Woolf since the death of the said Henry Sewell and James Brodie although often respectfully requested to pay the said Sum of Fifteen thousand four hundred and Twenty Star Pagodas in the said writing obligatory Mentioned did not nor did any of them pay the same or any part thereof to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel or either of them but they or any of them to pay the same altogether refused, and the same and every part thereof are still due to the said Francis Theodore Lichtenstein, Peter Hermanson and John

Woolf still refuse to pay the same to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel - And whereas also the said Benjamin Roebuck, Cecil Smith and Robert Woolf and one Henry Sewell and one James Brodie now deceased and whom the said Benjamin Roebuck Cecil Smith and Robert Woolf have Survived heretofore to wit on the said Sixth day of December in the said Year one thousand Seven hundred and Ninety Six at Fort St. George Madras aforesaid by their Certain other writing obligatory Sealed with the Seals of the said Benjamin Roebuck Cecil Smith and Robert Woolf and of the said Henry Sewell and James Brodie and to the Court Now Here Shewn the date whereof is the day and year last aforesaid acknowledged themselves to be held and firmly bound to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel in the penal Sum of Fifteen thousand Four hundred and Twenty Star Pagodas to be paid to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel their Certain Attorney Executors or Administrators when they the said Benjamin Roebuck Cecil Smith and Robert Woolf and the said Henry Sewell and James Brodie should be thereto afterwards Requested - Yet the said Benjamin Roebuck Cecil Smith and Robert Woolf in the Life time of the said Henry Sewell and James Brodie and the said Benjamin Roebuck Cecil Smith and Robert Woolf since the death of the said Henry Sewell and James Brodie although often Respectively Requested to pay the said above Mentioned Sum of Fifteen thousand Four hundred and Twenty Star Pagodas in the said last Mentioned writing obligatory Mentioned did not nor did any of them pay the same or any part thereof to the said Francis Theodore Lichtenstein and Peter Hermanson and John Christian Pingel or either of them But they or any of them to pay the same altogether refused and the same and every part thereof are still due to the

Lichtenstein, Peter Hermanson and John Christian Pingel and the said Benjamin Roebuck Cecil Smith and Robert Woolf Still refuse to pay the same to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel To the Damage of the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel of Ten thousand Star Pagodas and Therefore they bring Suit &c.

And afterwards that is to say on the Twenty eighth day of June in the Year of our Lord one thousand eight hundred and Two to wit in the Vacation of the Second Term in the same year until which day the said Benjamin Roebuck, Cecil Smith and Robert Woolf had Leave to impar & to the said Bill and then to answer the same &c. at which day came as well the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel by their said Attorney as the said Benjamin Roebuck, Cecil Smith and Robert Woolf by Emanuel Samuel their attorney and the said Benjamin Roebuck Cecil Smith and Robert Woolf defend the wrong and injury when &c. and they pray Oyer of the Writing obligatory in the first Count of the said Plaint mentioned and it is read to them in these words to wit "Know all men by these Presents that we Benjamin Roebuck, Henry Sewell, Cecil Smith James Brodie and Robert Woolf all of Madras Merchants being the acting Committee of a certain Insurance Company established at Madras under the firm or Title of the Exchange Insurance Company are for and on behalf of ourselves and the other Members of the said Company held and firmly bound to Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel all of Tranquebar Merchants Owners and Proprietors of the Ship Cronberg Lately Commanded by Captain Carl Book and of the Cargo which Ship on or about the Twenty fifth day of November one thousand Seven hundred and Ninety five Foundered at Sea and was

impar Lance
Special
Plea filed the 27
June 1802-

" with her said Cargo, totally lost in the Penal Sum of Fifteen thousand four
" hundred and Twenty Star Pagodas to be paid to the said Francis Theodore
" Lichtenstein Peter Hermanson and John Christian Pingel their Certain
" attornies Executors or Administrators for which payment well and truly to
" be made. We bind ourselves and the other Members of the said Company
" our and their Heirs Executors and Administrators Jointly by these Pres-
" In Witness whereof the said acting Committee of the said Company for this
" purpose duly authorized have hereunto for and on behalf of themselves
" and of the said other Members set their Hands and Seals this Sixth day
" of December one thousand Seven hundred and Ninety Six: They also pray
" Oyer of the Condition thereunto Subscribed and it is read to them in
" these Words to wit " Whereas the said Ship Cronberg having Sailed
" with her said Cargo from Tranquebar on or about the Twenty Seventh
" day of October in the said Year One thousand Seven hundred and Ninety five
" bound on a Voyage to Bourbon or Mauritius and eventually to the Cape
" of Good Hope the said Francis Theodore Lichtenstein Peter Hermanson
" and John Christian Pingel did sometime thereafter thro' their agents
" apply for and obtain from divers Insurance offices at Madras insurance
" upon the said Ship her Cargo and freight to the full amount thereof
" and also upon the Premiums of effecting such Insurances and amongst
" other offices did obtain from the said Exchange Insurance Company
" Insurance as follows to wit on Merchandize Pags 7378 Premium
" 332 Pags 7710 to the amount in all of Star Pagodas Seven Thousand
" Seven hundred and ten at such rate of Premium and under such Condi-
" tions Restrictions and Exceptions as in the Policy of the said Insurance
" are Specified and Expressed

" the thirty first day of December now last past and signed by Benjamin Rucknell
" Richard Chase Richard Arthur Maitland and Henry Sewell for the said
" Exchange Insurance Company Relation being thereunto had May appear — And
" Whereas in the Course of the said Voyage the said Ship Cronberg was met
" and Stopped by one Thomas Megson Commanding a Snow Called the Betsey
" belonging to Bombay and bearing as is alledged a Letter of Marque from
" that Government which Megson having taken possession of the Cronberg
" and altered her Course with a declared intention of Carrying her to Prince
" of Wales's Island the said Ship with her Cargo was in such her New
" Course totally lost at or about the period herein above Mentioned — And
" Whereas the said Francis Theodore Lichtenstein Peter Hermanson
" and John Christian Pingel having Claimed from the said Several
" Insurance Offices the Amounts by them respectively insured as aforesaid
" and the said Offices having objected to such Claim and refused to admit
" the same, differences and disputes did thereupon arise between the said
" Several Insurers and the said Insured, which differences and disputes
" do still Subsist but for the terminating and Settling thereof it hath
" been Mutually agreed by and between the said Several Offices of Insurance
" on the one part and the said Insurance on the other part that they the said
" Insured shall institute in the Honorable the Mayor's Court of Madraspatnam
" a Single Suit against one only of the said Insurance Offices, the final
" ment and decision of which Suit before his Majesty in Council if
" either of the parties thereto shall think fit to appeal to England or before
" the said Honble the Mayor's Court or the Honble the Court of Appeals
" at Madras, if both the Parties to the said intended Suit shall abide
" Content with the Judgement of one or other of the said two Courts last
" to decide for or against the Claims of

" the said Francis Theodore Lichtenstein, Peter Hermanson and John Christian
" Pingel upon all the said Insurance offices - And Whereas it is further agreed
" that such Suit shall be brought by the said Insured thro' their Agent
" or Agents at Madras against the Company Called or Known by the
" Firm of the Madras Insurance Company - Now the Condition
" of this obligation is such that if upon due Notice of the final Decision
" of the said Intended Suit before his Majesty in Council or upon Judgment
" given therein by the Hon.ble the Mayor's Court or Court of appeals at
" Madras such Judgment not being within the limited time appealed from
" by either of the parties to the said Suit the said Exchange Insurance
" Company do and shall in the event that such final Decision or Judgment
" not appealed from shall be in favor of the said Francis Theodore Lichtenstein
" Peter Hermanson and John Christian Pingel for their well and truly pay
" or Cause to be paid to the said Francis Theodore Lichtenstein Peter
" Hermanson and John Christian Pingel their Executors Administrators
" or Assigns such amount of Principal Money as shall bear to the total
" Sum therein before mentioned to have been insured by the said Exchange
" Insurance Company the same proportion as the Principal Sum awarded by
" such final decision or Judgment unappealed from shall bear to the Sum
" sued for in the said intended Suit with a like proportion of the interest
" so to be awarded as aforesaid then this obligation to be void otherwise
" to remain in full force and Virtue - B. Roebuck (Ld) Henry Sewell &
" Cecil Smith & Jas Brodie & Robert Woolf & Signed Sealed &
" delivered where no Stamped Paper is to be had in the Presence of Govindoo
" Govindoo " They also pray over of the writing obligatory in the said Court
of the said Plaint Mentioned and it is read to them in the same words

obligatory in the first Count of the said Plaint Mentioned which being read and
heard the said Benjamin Cecil and Robert say that by reason of any thing
by the said Francis Theodore Peter and John Christian in their said Plaint
above alledged they ought not to have or Maintain their aforesaid action
thereof against them Because they say that before and at the time of
making the writing obligatory in the said Plaint mentioned the said
Benjamin Cecil and Robert and the said Henry Sewell and James
Brodie together with divers other Persons Carried on as Copartners
together the business of Insurers under the partnership Name and Firm
of the Exchange Insurance Company to wit at Madras - and the
said Policy in the said Condition of the said writing obligatory mentioned
was a Certain Policy of assurance whereby Certain Persons trading
under the Name and Firm of Messrs. Stephens and Cockell for and on
behalf of the said Francis Theodore (by the Name and description
of Francis Lichtenstein Esq.r of Tranquebar) as well in their own
Name as in the Names of all Persons to whom it might appertain
did Cause themselves and them and every of them to be insured lost
or not lost at and from Tranquebar to Bourbon or the Mauritius
and eventually to the Cape of Good Hope upon the body tackle
Munition and furniture and also upon the goods and Chattels of
and in the Ship Cronberg for that Voyage - and the said Ship &
the goods and Chattels laden thereon for so much as Concerned
the assured were thereby rated at Seven thousand Seven hundred
and ten Star Pagodas whereof Seven thousand three hundred

and

and Seventy eight Pagodas were thereby shewn to be on Merchandize and the residue being three hundred and thirty two Pagodas on the premium paid for the said Insurance - And the perils of the Seas Men of war Fires and Letters of Mart and Countermart were thereby declared to be among the perils to be borne by the assurers for a certain Consideration therein mentioned but an Exception was thereby declared against any Loss liability that might be Committed by any European or american power which Risks were to be borne by the assured and not by the assurers any thing therein Contained to the Contrary Notwithstanding - and that insurance was thereby declared to be on Cargo being part of the assureds Risk valued as per Invoice at Star Pagodas thirty three thousand three hundred and Seventy eight and an Exception was thereby declared against the Risks of Europeans and American war - which Policy the said Exchange Insurance Company in Consideration of the premium therein Mentioned undertook and became assurers thereon to the Amount therein Mentioned - And the said Benjamin, Cecil and Robert Say that one of the Other insurances in the said writing obligatory Mentioned was a Certain Contract of assurance Specified in a Certain Policy of assurance in and by which the said Messrs Stephens and Cockell for account of the said Francis Lichtenstein as well in their own Name as in the Name of all Persons whom it might Concern Caused themselves and them and every of them to be insured Lost or not Lost upon the same Voyage upon the same Ship and the same goods and Cargo Laden thereon Valued respectively at a Certain Sum of Money thereby also declared to be part of the same Risk Valued as aforesaid at Thirty three thousand three hundred and Seventy eight Star Pagodas and against the same perils and with the same Conditions restrictions and Exceptions as the aforesaid Policy so underwritten by the said Exchange Insurance Company Contained and Specified and which last recited policy of assurance was also Underwritten by Certain

by the partnership Name Style and firm of the Madras Insurance Company in the said writing obligatory Mentioned - and the other Insurances in the said writing obligatory mentioned were Certain other policies of assurance underwritten by divers other Persons for other portions of the said Risk of the said assured of the same Ship and goods respectively and upon the same Voyage and against similar perils and with similar Exceptions and Conditions as Contained in the said Policies so Underwritten by the said Exchange Insurance Company and the Madras Insurance Company respectively as aforesaid which said Several Persons had by so Underwriting the said Several policies become insurers thereon to the amounts therein respectively Specified - And the said Benjamin, Cecil and Robert Say that the Claim in the said writing obligatory Mentioned was a Certain Claim and demand made by the said Francis Theodore, Peter and John Christian as being the Persons interested in the Ship goods and Cargo aforesaid and in the Several insurances effected thereon as aforesaid against the said Several Persons so having underwritten the said Several Policies of assurance for payment of the Sums of money Specified in the Several Policies so respectively underwritten by them as aforesaid - And the differences and disputes in the said writing obligatory Mentioned were Certain differences and disputes between them the said Francis Theodore Peter and John Christian as such assured as aforesaid and the said Benjamin Cecil and Robert and the said Henry Sewell and James Brodie and those other Persons so having underwritten the Several Policies of assurance aforesaid as such assurers thereon as aforesaid whether the Ship Cronberg in the said Policies respectively Mentioned and the Cargo and goods thereon laden had been Lost

any of the perils in those policies specified as being the perils to be borne by the said assurers respectively or by any of the perils therein excepted as aforesaid - And thereupon for the Terminating and Settling the said disputes and differences it was afterwards and before the making the writing obligatory in the said Plaint Mentioned agreed by and between the said Francis Theodore Peter and John Christian on the one side and the said Benjamin Cecil and Robert and Henry Sewell and James Brodie and those Other Persons so having underwritten the said Several Policies respectively as assurers as aforesaid on the Other side that one Suit should be Commenced and prosecuted by the said Francis Theodore, Peter and John Christian against the Persons so having Underwritten some one of the said Several Policies of assurance upon the Contract of assurance in such Policy of assurance Specified and Expressed for the Sum therein Mentioned and that all the said Several Parties to that agreement should abide by the final event and decision of such one Suit as to be Commenced and prosecuted as aforesaid and that the final event and decision of that one Suit should decide for or against the Claims aforesaid of the said Francis Theodore, Peter and John Christian upon all the said Several Policies against the said Several Persons so having respectively Underwritten the same and become assurers thereon as aforesaid - And it was thereupon further agreed by and between the Parties aforesaid that such Suit should be Commenced and prosecuted against the said Persons so known by the Copartnership Name and Firm of the Madras Insurance Company or some of them upon the Contract of assurance

Specified and Expressed in the Policy of assurance so Underwritten by the said Last Mentioned Company as aforesaid to wit at Madras aforesaid which is the same agreement in the said Writing obligatory Mentioned in that behalf and thereupon for Securing the due performance of the said agreement on their part and behalf the said Benjamin, Cecil and Robert and the said Henry Sewell and James Brodie Executed and Made to the said Francis Theodore Peter and John Christian the Writing obligatory in the said Plaint Mentioned - and the said Benjamin Cecil and Robert further say that the Suit in the said Writing obligatory Mentioned as having been agreed to be brought by the said Insured against the Persons Called or Known by the Name of the Madras Insurance Company and the final event and decision of which Suit it was thereby Mentioned to have been agreed should decide for or against the Claims of the said Francis Theodore Peter and John Christian upon all the said Insurers and upon the event of which Suit being finally decided in favor of the said Francis Theodore Peter and John Christian the said Benjamin Cecil and Robert and the said Henry Sewell and James Brodie were by that Writing obligatory bound to pay to the said Francis Theodore Peter and John Christian the amount in the said Writing obligatory Mentioned was the said Suit so agreed as aforesaid to be Commenced and prosecuted by the said Francis Theodore Peter and John Christian against the said Madras Insurance Company or some of them upon the Contract of assurance Specified and Expressed in the Policy of assurance so underwritten by the said Last Mentioned Company as aforesaid and no Other Suit nor upon any

Other

Other or different Contracts or Cause of action whatsoever - and the said Benjamin, Cecil and Robert in fact say that the said Francis Theodore Peter and John Christian did not nor did either of them nor any agent or agents for them or either of them at any time Commence or prosecute in the Mayor's Court at Madraspatnam nor in any other Court any Suit against the said Persons so Known by the partnership Name and firm of the Madras Insurance Company or any of them upon the Contract of Insurance appearing and Specified in the Policy of assurance underwritten by the Madras Insurance Company as aforesaid and this they the said Benjamin Cecil and Robert are ready to verify wherefore they pray judgment if the said Francis Theodore Peter and John Christian ought to have or Maintain their action aforesaid thereof against them - And for further Plea in this behalf by leave of the Court here for that purpose first had and obtained according to the form of the Statute in this Case Made and provided the said Benjamin Cecil and Robert say that by reason of any thing by the said Francis Theodore Peter and John Christian in their said Plaint above alledged they ought to have or Maintain their aforesaid action thereof against them because they say that before and at the time of making the writing obligatory in the said Plaint Mentioned the said Benjamin Cecil and Robert and the said Henry Sewell and James Brodie together with diverse other persons Carried on as Copartners together the business of insurers under the partnership Name and firm of the Exchange Insurance Company and the same Policy in the said Condition of the said writing obligatory Mentioned was a Certain Policy of assurance

Whereby Certain Persons trading under the Name and firm of Messrs Stephens and Cockell for and on account of the said Francis Theodore (by the Name and description of Francis Lichtenstein Esqr of Tranquebar) as well in their own Name as in the Names of all persons to whom it might appertain did Cause themselves and them and every of them to be insured lost or not lost at and from Tranquebar to Bourbon or the Mauritius and eventually to the Cape of good Hope upon the body tackle Munition and furniture and also upon the Goods and Chattles of and in the Ship Cronberg for that Voyage and the said Ship and the Goods and Chattles laden thereon for so much as Concerned the assured were thereby rated at Seven thousand seven hundred and ten Star Pagodas whereof the Sum of Seven thousand three hundred and seventy eight Pagodas was thereby Shewn to be on Merchandize and the residue for the premium of insurance thereon and the Perils of the Seas Men of war enemies and Letters of Mart and Countermart were thereby Declared to be among the perils to be borne by the assurers for a certain Consideration therein mentioned but an Exception was thereby declared against any Hostilities that might be Committed by any European or American power which Risks were to be borne by the assured and not by the assurers any thing therein Contained to the Contrary Notwithstanding and that insurance was thereby declared to be on Cargo being in part of the assureds Risk Valued as per Invoice at Star Pagodas thirty three thousand three hundred and seventy eight and an Exception was thereby declared against the Risk of European and American War which Policy the said Exchange Insurance Company in Consideration of

the

the Premium therein Mentioned underwrote and became assurers thereon to the amount therein respectively Mentioned and the said Benjamin Cecil and Robert say that the other insurances in the said Writing obligatory Mentioned were respectively a Certain Contract of assurance Specified in a Certain other Policy of assurance made by which the said Messrs. Stephens and Cockell for account of the said Francis Lechtenstein as well in their own Name as in the Name of all persons whom it might Concern Caused themselves and them to be insured lost or not lost upon the same Voyage upon the same Ship and the same Goods and Cargo laden thereon Valued respectively at a Certain other Sum of Money thereby also declared to be part of the same Risk Valued as aforesaid at Thirty three thousand three hundred and Seventy eight Pagodas and against the same perils and with the same Conditions Restrictions and Exceptions as in the aforesaid Policy so underwritten by the Exchange Insurance Company as last aforesaid Contained and Specified and which last recited Policy had been underwritten by Certain Persons Carrying on the business of Insurers as Copartners by the partnership Name Stile and firm of the Madras Insurance Company and in the said Writing obligatory Mentioned and the other policies in the said Writing obligatory Mentioned were respectively Certain other policies of assurance underwritten by divers other persons for other portions of the aforesaid Risk of the said assured upon the same Ship and goods respectively and upon the same Voyage and against the same perils and with similar Conditions Restrictions and Exceptions

said Policies so underwritten by the Exchange Insurance Company and the Madras Insurance Company respectively as last aforesaid which said several persons had by so Underwriting the said several Policies become insurers thereon to the amounts therein respectively Specified and the said Benjamin Cecil and Robert say that the Claims in the said Writing obligatory Mentioned were respectively a Certain Claim and Demand made by the said Francis Theodore Peter and John Christian as being the persons interested in the said Ship and Goods and Cargo aforesaid and in the several insurances effected thereon as aforesaid against the said several Persons so having underwritten the said several Policies of assurance for payment of the sums of Money Specified in the several Policies of Insurance so respectively underwritten by them as aforesaid and the differences and disputes in the said writing obligatory Mentioned were Certain disputes and differences between them the said Francis Theodore Peter and John Christian as such assurers as aforesaid and the said Benjamin Cecil and Robert and Henry Sewell and James Brodie and those other persons so having underwritten the several policies of assurance aforesaid as such assurers thereon as aforesaid whether the Ship Cronberg in the said Policies respectively Mentioned and the Cargo and Goods thereon laden had been lost upon the Voyage in the said several Policies of assurance Specified by any of the perils in those several policies Specified as being the Perils to be borne by the said assurers respectively or by any of the Perils therein Excepted as aforesaid And the said Benjamin Cecil and Robert further say that afterwards and before the Making the writing obligatory

in the Plaint Mentioned the said Francis Theodore Peter and John Christian did propose and offer to the said Ceil Benjamin and Robert and the said Henry Sewell and James Brodie and the said other Persons so forming the said Company called the Exchange Insurance Company that the Validity of the Claims of them the said Francis Theodore Peter and John Christian against all the said Insurers in this Plea Mentioned being founded upon the Several Policies of Insurance in this Plea Mentioned so respectively Underwritten by the Several Insurers as aforesaid and so being Similar to each other in the Several respects aforesaid and the said disputes and differences thereon should be divided by and in one Single Suit to be Commenced and Prosecuted by the said Francis Theodore Peter and John Christian upon any one of the said Policies of Assurance against the Persons who had underwritten such one Policy and become Insurers thereon as aforesaid and that they the said Assured and all the Assurers aforesaid should be bound by and should acquiesce in and Submit to the final decision of such one Suit as deciding the Validity of all the said Claims and thereupon the said Benjamin Ceil and Robert and the said Henry Sewell and James Brodie and their Copartners aforesaid having agreed to the said proposal and offer it was then and there further agreed by and between the said Francis Theodore Peter and John Christian and the said Benjamin Cecil and Robert and the said Henry Sewell and James Brodie and their said Copartners so forming the Exchange Insurance Company that such one Suit should be so Commenced and Prosecuted against the said Persons so Known by the Partnership Name of the Madras Insurance Company upon the Policy by those Last Mentioned Persons Underwritten as

Last aforesaid they the said Francis Theodore Peter and John Christian then and there Promising undertaking and agreeing to and with the said Benjamin Cecil and Robert and the said Henry Sewell and James Brodie that the Claim & Cause of Action of them the said Francis Theodore Peter and John Christian against the said Persons so Known by the Partnership Name of the Madras Insurance Company so to be put in Suit as aforesaid was a Claim and Cause of Action founded upon a Contract of Assurance the Nature purport extent Conditions restrictions and Exceptions of which were truly Specified and Expressed in the aforesaid Policy of Assurance so Underwritten which is the same agreement in the said writing obligatory Mentioned and thereupon in Consideration and Confidence of the said Last Mentioned agreement undertaking and engagement of the said Francis Theodore Peter and John Christian they the said Benjamin Cecil and Robert and the said Henry Sewell and James Brodie for securing and binding themselves to the due performance of the said agreement on their part and behalf did Make and Execute to the said Francis Theodore Peter and John Christian the writing obligatory in the said Plaint Mentioned and the said Benjamin Cecil and Robert further say that the suit in the said writing obligatory Mentioned as having been agreed to be brought by the said Insured against the persons Known by the Name of the old Madras Insurance Company and the final event and decision of which Suit it was thereby Mentioned to have been agreed should decide for or against the said Claims of the said Francis Theodore Peter and John Christian upon all the said Insurances and upon the event of which Suit being finally decided in favor of the said Francis Theodore John Christian they the said Benjamin Cecil and Robert and the

said Henry Sumner and James Brodie were by that writing obligatory Bound to pay to the said Francis Theodore Peter and John Christian the amount in the said writing obligatory Mentioned was the said Suit so agreed to be brought by the said Francis Theodore Peter and John Christian against the Persons so Known by the Partnership Name of the Madras Insurance Company or some of them upon a Claim and Cause of action founded upon a Contract of assurance the Nature purport extent restrictions Conditions and Exceptions of which were specified and Expressed in the aforesaid Policy of assurance so Underwritten by the Madras Insurance Company as aforesaid and no other Suit nor upon any other or different Cause of action or Contract nor with any other Terms Conditions restrictions or Exceptions extent or purport whatsoever And the said Benjamin Cecil and Robert further in part say that the only Suit ever Commenced or prosecuted by the said Francis Theodore Peter and John Christian or any of them or by any Agent or agents of them or any of them against the said Persons so Known by the Partnership Name of the Madras Insurance Company or any of them touching or in any Manner relating to the Matters in the said writing obligatory Mentioned was a Certain Suit Commenced on the Fifteenth day of December in the Year One thousand seven hundred and ninety six and Prosecuted in the Mayors Court of Madraspatnam by the said Francis Theodore Peter and John Christian against one William Abbott one Charles Baker and one George Chaloner three of the Persons so Known by the Partnership Name of the Madras Insurance Company for the said Company which Suit was finally decided in favor of the said Francis Theodore Peter and John Christian that the

said Benjamin Cecil and Robert say that the Suit so Commenced and prosecuted as aforesaid was not so Commenced and prosecuted upon a Claim or Cause of action founded upon a Contract of assurance the Nature purport Extent Conditions restrictions and Exceptions of which were truly Specified and Expressed in the said Policy of assurance so Underwritten by the said Persons so Known by the Partnership Name of the Madras Insurance office as aforesaid according to the promise undertaking and engagement of the said Francis Theodore Peter and John Christian so in that behalf as aforesaid but on the Contrary thereof the Claim and Ground of action upon which the said Suit was so Prosecuted were founded upon an alledged Contract of assurance of a different Nature purport and Extent and Containing other Terms Conditions restrictions and Exceptions besides materially and wholly different from the Terms Conditions restrictions and Exceptions specified and Expressed in the said last mentioned Policy of assurance contrary to the form and effect of the said promise undertaking and engagement so by the said Francis Theodore Peter and John Christian so made in that behalf as aforesaid and this the said Benjamin Cecil and Robert are ready to verify Wherefore they pray Judgment if the said Francis Theodore Peter and John Christian ought to have or maintain their action aforesaid against them - And for further Plea in this behalf by leave of the Court here for that purpose first had and obtained according to the form of the Statute in that Case made and provided the said Benjamin Cecil and Robert say that by reason of any thing by the said Francis Theodore Peter and John Christian in their said Plaint above alledged they ought not to have or maintain their

aforesaid action thereof against them because they say that before and at the time of making the writing obligatory in the said Plaint Mentioned the said Benjamin Ceal and Robert and the said Henry Sewell and James Brodie together with diuers other Persons Carried on as Copartners together the business of Insurers under the Partnership Name and firm of the Exchange Insurance Company to wit at Madras and they further say that one of the Insurances in the said Writing obligatory Mentioned as having been obtained by the said Francis Theodore Peter and John Christian was a Certain Policy of Assurance Made by the said Messrs. Stephens and Cockell for the said Francis Theodore Peter and John Christian being of the Tenor and in the words following to wit "In the Name of God Amen Messrs. Stephens and Cockell for and on Account of Mr Lichtenstein Esquire of Tranquebar as well in their Own Name as for and in the Name and Names of all and every other Person and Persons to whom the same doth may or doth appertain, in part or in all doth Make Assurance and Cause themselves and them and every of them to be Insured Lost or not Lost from Tranquebar to Bourbon or the Mauritius and mutually to the Cape of Good Hope upon the Body Tackel apparel Ordnance Munition Artillery Boat and other Furniture also the Goods and Merchandizes of and in the good Ship or Vessel Called the Cronberg Burthen Tons or thereabouts whereof is Master under God for this present Voyage Captain Carl Bock or Whosoever else shall go for a Master in the said Ship or by whatsoever other Name or Names the said Ship or the Master thereof

" Merchandizes Whatsoever from and immediately following the loading thereof on
" Board the said Ship and so to Continue and endure until the said Ship with
" all her Tackle, apparel Ordnance, Munition Artillery, Boat and other
" Furniture, also her Goods and Merchandizes shall be arrived at the Cape
" of Good Hope and the same be safely delivered from on board of her -
" And it shall be lawful for the said Ship in this Voyage to proceed and sail
" to and touch and stay at any Ports and Places whatsoever for necessary
" Refreshments or Repairs without Prejudice to this Insurance, the said
" Ship and Goods and Merchandizes laden thereon, for so much as concerns
" the Assured, are and shall be rated and Valued by agreement at Twelve
" Thousand (12000) Star Pagodas Touching the adventures and perils
" which are the Assurers are content to bear and do take upon us in
" this Voyage, they are of the Seas, Men of War, Fire Enemies Pirates
" Rovers Thieves, Jettisons Letters of Mart and Countermart Surprisals
" Takings at Sea, arrests Restraints Detainments of all Kings Princes
" and People of what Nation Condition or Quality soever, Barratry
" of the Master and Mariners, and of all Perils Losses and Misfortunes
" that have or shall come to the hurt Detriment or damage of the
" said Ship and her Cargo or any part thereof, and in Case of any
" Loss or Misfortune it shall be lawful for the Assured their Factors
" Servants and Assigns, to sue, labour and travel for in and about the
" Defence Safeguard and Recovery of the said Ship and her Cargo or
" any part thereof without prejudice to this Insurance to the Charges
whereof

" Whereof we the aſsurers will Contribute - and it is agreed by us the
" aſsurers that this writing or policy of aſsurance shall be of as much force
" and effect as the surest writing or Policy of Insurance made in London
" and so we the aſsurers are Contented and do hereby promise and bind
" Ourselves our heirs Executors goods and Chattels to the aſsured their Executors
" Administrators and aſsigns for the true performance of the Premiſes -
" confeſsing Ourselves paid the Consideration due unto us for this aſsurance
" at and after the rate of four and a half 4½ per Cent and we the
" aſsurers do Covenant promise and agree and oblige ourselves our
" heirs Executors Goods and Chattels in Case of Loſs happening (which
" God forbid) to Satisfy and pay the Sum of Money by us so aſsured
" upon the abatement of two Per Cent and no More, Provided always
" that we pay the Sum of Money so aſsured at the Expiration of six
" Months after proper Notice thereof been given to us the aſsurers
" Otherwise no abatement whatever to be Made but to pay the full Sum
" any Use or Custom to the Contrary Notwithstanding - and it is hereby
" further agreed that if any difference or dispute shall arise between
" the aſsured and we the aſsurers it shall be Referred to arbitration
" and the aſsured on the one part shall Name one or two Persons for
" arbitrators and we the aſsurers on the other part shall do the like
" either Party having the option to prefer the greater Number to
" which the other Party Must Conform that such two or four Persons
" so Chosen not agreeing on an Award shall Call in a third or fifth

" Person as Umpire by the Judgment award and Determination of which
" two or four Persons or three or five Persons or the Major part
" of them the said aſsured and we the aſsurers shall be firmly bound -
" In Witneſs whereof we the aſsurers have Subscribed our Name in
" Fort Saint George the 30th day of December 1795 (Seal) 6 Pr B
" Fourteen days only are allowed to land the Property after the Ships
" arrival An Exception is hereby declared against any Hostilities
" that may be Committed by any European or American power and against
" any Risk or detention of the Government of Manilla Siam or
" Pegue which Risks are to be borne by the aſsured and not by
" the aſsurers, any thing hereinbefore contained to the Contrary Not-
" withstanding - Veſsel and Freight free of average under Ten per Cent
" unleſs general or the Veſsel be Stranded Ships Provisions of all
" Kinds are warranted free from Average unleſs general or the Ship
" be Stranded Salt Sugar Jagery Rice Wheat and Seed are
" warranted free from Average under ten per Cent unleſs general
" or the Ship be Stranded This Insurance is upon the Cargo being
" in part of the aſsureds Risk Valued as per Invoice at Star
" Pagodas 33333 and an Exception is hereby declared against
" the Risk of European or American War It is Moreover understood
" between the aſsured and aſsurers that this Risk is to Cease in
" fourteen days after the Ships arrival at Bourbon or the Mauritius
" if the Voyage is Prosecuted to the Cape of Good Hope the Risk
to

"to Recommence on Sailing. We agree to Return one per Cent of the Risk Copies
"at Bourbon or the Mauritius" "Jn Duke" "Porcher" "Wm Abbott" "Chas
"Baker" Examined "G. Chalmer" "Secretary" –

And the said Benjamin Ceil and Robert further in part say that the said last Mentioned Policy purported to have been Underwritten by Certain Persons Known by the Name and Firm of the Madras Insurance Company in the said Writing obligatory Mentioned and which Policy of Assurance purporting to be so Underwritten the said Frances Theodore Peter and John Christian Caused to be produced and Shewn to the said Benjamin Ceil and Robert and the said Henry Sewell and James Brodie and to the said other Persons their Copartners Carrying on jointly and as Copartners the business of Insurers under and Known by the Name Stile and Firm of the Exchange Insurance Company to wit at Madras and then and there Represented and warranted to them that the said Madras Insurance Company had Underwritten and become Insurers upon the said last recited Policy of Assurance upon the Terms Conditions Restrictions and Exceptions therein Specified and Expressed and then and there Requested the said Several Persons so Known by the Name Stile and Firm of the Exchange Insurance Company to Insure the Sum of Seven thousand Seven hundred and ten Star Pagodas further part of the Assured Risk of thirty three thousand three hundred and Seventy eight in the said last recited Policy of Insurance Mentioned upon the same Terms Conditions Restrictions and Exceptions Specified and Expressed in the said Policy of Insurance last above Mentioned and the said Persons so Known by the Name Stile and Firm of the Exchange Insurance Company did afterwards to wit on the thirty first day of December in the Year one thousand Seven hundred and Ninety five upon the faith and Confidence of the said Representations and Warranty

Mentioned Request and thereupon afterwards to wit on the same day and year last aforesaid the Policy of Insurance in the said writing obligatory Mentioned and bearing date on that day was made being Copied from and in all respects similar to the said Policy hereinbefore last recited and therein and thereby the aforesaid Messieurs Stephens and Cockell for account of the said Francis Theodore Lichtenstein as well in their own Name as in the Name of all Persons whom it might Concern Caused themselves and them and every of them to be Insured lost or not lost upon the same Voyage upon the same Ship and the same Goods and Cargo Laden thereon Valued respectively at the sum of Seven thousand Seven hundred and ten Star Pagodas thereby also Declared to be part of the same Risk Valued as aforesaid at thirty three thousand three hundred and Seventy eight Pagodas and against the same Perils with the same Conditions Restrictions and Exceptions as in the aforesaid Policy so Represented to have been Underwritten by the said Madras Insurance Company as last aforesaid Specified and Expressed which Policy of Assurance was thereupon to wit on the same day and year last aforesaid underwritten by the Persons so Known by the Partnership Name Stile and Firm of the Exchange Insurance Company Hereinbefore and in the said Writing obligatory Mentioned and the said Benjamin Ceil and Robert say that the Claim in the said writing obligatory Mentioned was amongst other things a certain Claim and Demand made by the said Frances Theodore Peter and John Christian as being the persons interested in the Ship and Goods and Cargo last aforesaid and in Several Insurances effected thereon as last aforesaid against the said Several Persons so having underwritten

Francis Theodore Peter and John Christian against the Body of the Company or some of them upon the Contract of Assurance as aforesaid Warranted by the said Francis Theodore Peter and John Christian been made and entered into by the said Madras Insurance Co as aforesaid and no other Suit nor upon any other or different or Cause of Action whatsoever and the said Benjamin Coal saith that the said Francis Theodore Peter and John did after Making of the said Writing obligatory to wit on the fifteenth day of in the Year one thousand seven hundred and Ninety six at Madras Commence and Prosecute in the Mayor's Court of Madras aforesaid said William Abbott Charles Baker and George Chalmers being the persons so known by the Name of the Madras Insurance Compy and on behalf of the said Company for the amount of the Money for the said Last Mentioned Company had Underwritten the said Policy Hereinbefore Set forth as aforesaid and in that Suit and in the Plea Replication and Pleadings filed on their behalf therein did allege and Set forth according to the Course and Practice of the said Mayor Court as for the Cause of action of them the said Francis Theodore Peter and John Christian in that behalf among other things that they the said Francis Theodore Peter and John Christian were respectively Merchants of Tranquebar and Subjects of the King of Denmark and that they had Caused an application to be made to the said George Chalmers as Secretary of the said Madras Insurance Company for Insurance on the said Ship Cronberg and that in the

and Cargo were represented to be and Warranted Danish property and that the said Madras Insurance Company did upon and in Consequence of that application Insure and Underwrite for the amount in the said Suit demanded the Policy hereinbefore set forth and that the said Ship with her Cargo to the amount of the Money insured thereon then on board of her while prosecuting her Voyage in the said Policy Mentioned was taken Charge of by one Thomas Megson Commanding the Betsey a Vessel said to bear Letters of Marque from the Government of Bombay and was Carried out of her Course by the said Thomas Megson into a New Course in which last Course and Voyage the said Ship Cronberg did Perish at Sea and that the said Ship Cronberg and her Cargo were Danish Property and were Insured by the said Madras Insurance Company as Danish property and that the Meaning and agreement of the said Madras Insurance Company in that Insurance so being made upon such application as aforesaid and taken therewith and Explained thereby was to Insure them the said Francis Theodore Peter and John Christian against all the Perils in the said Policy Mentioned Except the Perils which might arise in Consequence of Denmark being involved in a war with any European or American Power and that the Exceptions in the said Policy so Underwritten by the said Madras Insurance Company Contained against Hostilities that might be Committed by any European or American Power and against the Risk of European or American War were only intended and were by application Shewn to be only intended

and understood to secure the Underwriters thereon against the Consequences of Denmark being Involved in War with any European or American Power and it was therein stated to be Notorious that at the time of the Loss of the said Ship Cronberg Denmark was not at War with any European or American Power and thereupon the said Francis Theodore Peter and John Christian by the Consideration and Judgement of the Court of the Recorder of Madras did upon the Cause of Action in the said Pleadings on their behalf set forth as aforesaid Recover against the said William Abbott Charles Baker and George Chalmer the Amount thereby demanded with Judgment was afterwards upon Appeal to His Majesty in Council affirmed as by the Record thereof now remaining in this Honble Court to which reference being thereunto had will more fully and at large appear - and the said Benjamin Cecil and Robert say that the said Francis Theodore Peter and John Christian Never did nor did either of them nor any agent or agents for them or either of them Commence or prosecute any other Suit against the said Persons so Known by the Partnership Name and Firm of the Madras Insurance Company or any of them upon or in any Manner relating to the Matters in the said writing obligatory Mentioned or any of them - and this the said Benjamin Cecil and Robert are ready to verify Wherefore they pray Judgment if they said Francis Theodore Peter and John Christian ought to have or Maintain their aforesaid action thereof against them -

Demurrer filed 26th July 1802 -

And the said Francis Theodore Liechtenstein Peter Hermanson and John Christian Pingel as to the said Plea of the said Benjamin Roebuck Cecil

first above pleaded in bar say that they by reason of any thing by the said Benjamin Cecil and Robert above in that Plea alledged ought not to be barred from having and maintaining their said action against the said Benjamin Cecil and Robert because they say that the said Plea in Manner and Form as the same is above pleaded and the Matters therein Contained are not sufficient in Law to bar the said Francis Theodore Peter and John Christian from having their said Action against the said Benjamin Cecil and Robert to which said Plea in Manner and Form above pleaded the said Francis Theodore Peter and John Christian have no Need nor are they bound by the Law of the Land in any Manner to Answer - And this they are ready to verify - Wherefore for want of a Sufficient Plea in this behalf the said Francis Theodore Peter and John Christian pray Judgment and their Debt aforesaid together with their damages by occasion of the detaining that Debt to be adjudged to them &c And the said Francis Theodore Peter and John Christian as to the said Plea of the said Benjamin Cecil and Robert by them secondly above pleaded in bar say that they by reason of any thing by the said Benjamin Cecil and Robert above in that Plea alledged ought not to be barred from having and Maintaining their said Action against the said Benjamin Cecil and Robert because they say that the said Plea in Manner and Form as the same is above pleaded

the Court shall award and because the said Francis Theodore Peter and John Christian have not answered or denied the said Plea they the said Benjamin Cecil and Robert as before pray judgment and that the said Francis Theodore Peter and John Christian may be barred from having their aforesaid action thereof maintained against them &c and the said Benjamin Cecil and Robert further say that the said Plea of them the said Benjamin Cecil and Robert by them lastly above pleaded in bar and the Matters therein Contained as the same are therein Pleaded and Set forth are Sufficient in Law to bar the said Francis Theodore Peter and John Christian from having and Maintaining their aforesaid action thereof against them the said Benjamin Cecil and Robert which said Plea and the Matters therein Contained the said Benjamin Cecil and Robert are ready to verify and prove as the Court shall award and because the said Francis Theodore Peter and John Christian have not answered or denied the said Plea they the said Benjamin Cecil and Robert as before pray judgement and that the said Francis Theodore Peter and John Christian may be barred from having their aforesaid action thereof maintained against them &c.

And Now at this day that is to say on the Thirtieth day of July in the same Third Term in the Year aforesaid before the said Supreme Court of Judicature at Madras Came as well the said Francis Theodore Lichtenstein, Peter Hermanson and John Christian Pingel as the said Benjamin Roebuck Cecil Smith and Robert

Woolf by their Attorney aforesaid - Whereupon all and Singular the Premises being seen and by the Court now here fully understood and Mature deliberation being thereupon had it appears to the said Court here that the Plea aforesaid and the said Several Matters therein Contained are not Sufficient in Law to bar the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel from having and Maintaining their aforesaid action thereof against them the said Benjamin Roebuck, Cecil Smith and Robert Woolf - Wherefore it is Considered that the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel ought to recover their said Debt and also Two Hundred and Seventy four Pagodas and seven fanams for their Costs and Charges by them about their Suit in this behalf Expended by the Court now here adjudged to the said Francis Theodore Lichtenstein Peter Hermanson and John Christian Pingel and with their assent and the said Benjamin Roebuck Cecil Smith and Robert Woolf in Mercy &c.

Judgment entered up for Plaintiffs 5th August 1802 — Temple Dr Roth

Mercy

And Now on this Twenty second day of September in the Year of our Lord one thousand eight hundred and two Came the said Benjamin Roebuck, Cecil Smith and Robert Woolf by Emanuel Samuel their Attorney and pray leave to appeal from the aforesaid Judgment of the Court to our Sovereign Lord the King in his Most Honorable Privy Council — and it is granted unto them —

Petition for leave to appeal filed the 22d day of Sept 1802 —

Reas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two –

Fort St George Madras ss } George Chalmer puts in his place Charles Walters his attorney against George Larmond in a Plea of debt –

Fort St George Madras ss } The said George Larmond puts in his place George McMahon his attorney at the suit of the said George Chalmer in the Plea aforesaid

Fort St George Madras ss } Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came George Chalmer by Charles Walters his attorney and brought into the same Court then there his certain Plaint against George Larmond in a Plea of debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say Fort Saint George Madras

Plaint & judgment files 5th August 1802

George Chalmer by Charles Walters his attorney Complains of George Larmond who is a British Subject and as such liable to the Jurisdiction of this Honble Court of a Plea that he render to him the Sum of Seven hundred and Seventy eight Pagodas Twenty eight fanams and Twenty Cash Current Money

debt and there are pledges to prosecute to wit John Doe and Richard Roe which said Plaint follows in these words - Sttt. St George Madras Frontback Condappa Chittyar of Madras Inhabitant by Fournes Vinny his attorney Complains of Milan also of Madras Inhabitant Son and Heir of Condappa Graming late of Madras Inhabitant deceased according to the Laws and Customs of the Hindoo Natives of India and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea that he render to him Five hundred and Twenty Six Pagodas Twenty Nine Fanams and Sixty five Cash Current Money of Madras which he owes to him for Principal and Interest at foot of a Native Mortgage Bond or writing obligatory which he unjustly detains from him for this that whereas the said Milan and Condappan on the Twenty Second day of August in the Year one thousand Seven hundred and Ninety Six at Madras aforesaid Made a Certain Native Bond or writing obligatory with their proper hands thereunto Subscribed bearing date on the day and Year last abovementioned and then and there delivered the said Native Mortgage Bond to the said Frontback Condapa Chittyar by which said Native Mortgage Bond (Now Shewn to the Court of our Lord the King here) he the said Milan and Condapa Acknowledged to have borrowed and received of said Frontback Condapah Chittyar the Sum of Three hundred and fifty Pagodas and did engage and agree to repay the same on Demand together with Interest for the same at the rate of Nine per Cent per Annum when

they should be afterwards thereunto requested - Nevertheless the said Condappan in his life time or the said Milan before or since his decease (although often requested to pay the same hath not paid the said Frontback Condappa Chittyar the said Five hundred and Twenty Six Pagodas Twenty Nine Fanams and Sixty five Cash or any part thereof but hath hitherto altogether refused and still doth refuse so to do to the damage of the said Frontback Condapah Chitty one thousand Pagodas and therefore he brings his Suit &c.

And now at this day that is to say on the Twentieth day of July in this Third Term until which day the said Milan Graming had leave to imparl to the said Plaint and then to answer the same &c as well the said Frontback Condapah Chitty by his said Attorney as the said Milan Graming in his own proper person do come before the Court here, and the said Milan Graming defends the wrong and injury when &c and says nothing in bar or preclusion of the said action of the said Frontback Condapah Chitty by which the said Milan Graming remains therein undefended against the said Frontback Condapah Chitty - Therefore it is Considered by the Court here that the said Frontback Condapah Chitty do recover against the said Milan Graming his said Debt amounting to the Sum of Five hundred and thirty seven Pagodas and also one hundred and two Pagodas and seven fanams for his damages which he hath sustained as well by occasion of detaining the said Debt as for his Costs and Charges by him about his said Suit in this behalf Expended making together the Sum of Five hundred and Thirty nine Pagodas and Seven fanams by the Court

Judgment signed that Pet on the 7th Augt 1802

R Dudgeon Dr Costs

mercy

Court here adjudges to the said Trustback Condapah Chitty by his agent and that he have Execution thereof & the said Milan Gramy in Mercy &c.

Writ of Execution filed 7th August 1802

And thereupon the said Trustback Condapah Chitty by Thomas Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Milan Graminy the Sum of Six hundred and thirty nine Pagodas and seven fanams - And it is granted unto him returnable here on the Tenth day of August Instant

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss

John Tulloh, James Connell and William Douglas Brodie put in their place Charles Walter their attorney against Thomas Paul - in a plea of Trespass on the Case -

Fort St George Madras ss

The said Thomas Paul puts in his place George McMahon his attorney at the Suit of the said John Tulloh, James Connell and William Douglas Brodie in the Plea aforesaid -

Fort St George Madras ss

Be it Remembered that of the Twenty second day of March in the First Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came John Tulloh James Connell and William Douglas Brodie by Charles Walter their attorney and brought into the said Court then there their certain Plaint against Thomas Paul in a Plea of Trespass on the case and there are pledges for the Prosecution, to wit, John Doe and Richard Roe which said Plaint follows in these words to wit - Fort St George Madras John Tulloh, James Connell and William Douglas Brodie by Charles Walter their attorney Complain of Thomas Paul

Plaint filed the 9th April 1802 upon a Bill of Costs

late of Madras and as such a person liable to the

Jurisdiction of this Honble Court, For that Whereas one Patrick Lawson heretofore, to wit, on the thirtieth day of June in the Year of our Lord one thousand eight hundred and one, at Madras aforesaid according to the Custom of Merchants, made and drew his Certain Bill of Exchange in writing bearing date the same day and Year aforesaid upon the said Thomas (by the Name of Thomas Paul Esquire Black Town Madras) and thereby required the said Thomas three Months after the date of the said Bill to pay to the said John James and William (by the partnership Name and discription of Messrs. Tulloh, Connell & Brodie) Seven hundred and Twenty Star Pagodas and to place the same to the account of the said Patrick Lawson for Value received - and then and there delivered the said Bill of Exchange to the said John James and William, which said Bill he the said Thomas afterwards to wit, on the same day and Year aforesaid, at Madras aforesaid, according to the Custom of Merchants in that particular, accepted by reason whereof, and by force of the Custom and law of Merchants the said Thomas became liable to pay the said Sum of Money in the said Bill of Exchange mentioned according to the tenor and effect of the said Bill and of the aforesaid acceptance thereof, and the said John James and William avers that they the said John, James and William did not at any time before, nor at or after the time appointed by the said Bill for payment of the Money therein Mentioned, indorse the same or order the Contents thereof to be paid to any person or persons whatsoever, to wit at Madras aforesaid whereof the said Thomas afterwards and whilst the said Bill was unindorsed to wit, on the

in the Year one thousand eight hundred and one there had Notice in consideration of which said Several premises the said Thomas afterwards, to wit, on the same day and year last aforesaid at Madras aforesaid, undertook and then and there faithfully promised the said John James and William to pay them the said Sum of Money in the said Bill mentioned when he the said Thomas should be thereto afterwards requested - And whereas the said Patrick Lawson heretofore, to wit, on the thirtieth day of June in the year of our Lord one thousand eight hundred and one at Madras aforesaid according to the Custom of Merchants aforesaid made and drew his Certain other Bill of Exchange in Writing bearing date the same day and year last aforesaid, upon the said Thomas (by the Name of Thomas Paul Esqr Black Town Madras) and thereby required the said Thomas Six Months after date of the said Bill to pay to the order of the said John James and William (by the partnership Name and discription of Messrs Tulloh Connell and Brodie) Seven hundred and twenty Star Pagodas and to place the same to the account of him the said Patrick Lawson for Value received and then and there delivered the said last Mentioned Bill of Exchange to the said John James and William, which said last Mentioned Bill he the said Thomas afterwards, to wit, on the same day and Year last aforesaid, at Madras aforesaid, according to the Custom of Merchants in that particular accepted by reason whereof, and by force of the Custom and the Law of Merchants the said Thomas became liable to pay the said Sum of Money in the last Mentioned Bill of Exchange specified according to the tenor and effect of the said last Mentioned Bill and of the aforesaid acceptance thereof - and the said John James and William avers that they the said John James and William did not at or after the time appointed by the

said last mentioned Bill for payment of the Money therein mentioned
indorse the same, or order the Contents thereof to be paid to any person
or persons whatsoever, to wit, at Madras aforesaid whereof the said
Thomas afterwards and whilst the last mentioned Bill was running
to wit on the Second day of January in the year one thousand eight hundred
and two there had Notice in Consideration of which said Several
promises the said Thomas afterwards to wit on the same day and year
last aforesaid, at Madras aforesaid undertook and then and there
faithfully promised the said John James and William to pay them
the said Sum of Money in the said last mentioned Bill of Exchange
mentioned when he the said Thomas should be thereto afterwards requested
And Whereas also the said Thomas afterwards, to wit, on the day
and year last aforesaid, at Madras aforesaid was indebted to the said
John James and William in other Sum of Three Thousand Star Pagodas
Current Money of Madras for so much Money by the said Thomas before
that time had and received to and for the use of the said John James
and William and being so indebted he the said Thomas in Consideration
thereof afterwards, to wit, on the same day and year last aforesaid
at Madras aforesaid, undertook and then and there faithfully promised the
said John James and William to pay them the last mentioned Sum of money
when he the said Thomas should be thereto afterwards requested — And
Whereas also the said Thomas afterwards, to wit, on the same day
and year last aforesaid at Madras aforesaid accounted together with the
said John James and William of and Concerning divers other Sums
of Money before that time due, and

said John James and William did then being in arrear and unpaid
to them and upon that account the said Thomas was then and there
found in arrear and indebted to the said John James and William
in another large Sum of Money, to wit the Sum of other three
Thousand Star Pagodas of like Current Money of Madras and being
so found in arrear and indebted he the said Thomas in Consideration
thereof afterwards, to wit on the same day and year last aforesaid
at Madras aforesaid undertook and then and there faithfully promised
the said John James and William to pay them the said last mentioned
Sum of Money when he the said Thomas should be thereto afterwards
requested Yet the said Thomas not regarding the said Several
Promises and undertakings so by him made as aforesaid but
Contriving and fraudulently intending Craftily and Subtilly to deceive
and defraud the said John, James and William in this behalf hath
not yet paid the said Several Sums of Money or any part thereof
to the said John, James and William or any or either of them —
(although often requested so to do) but to pay the same or any part
thereof to the said John, James and William or any or either of them
he the said Thomas hath wholly refused and still doth refuse to the damage
of the said John James and William of Three Thousand Star Pagodas
and thereof they bring Suit &c.

And the said Thomas by George Mc Mahon his
Attorney comes and defends the wrong and Injury when and as forth,
and says that he Cannot deny the said action of the said John James and
William but that the said Thomas did undertake and promise in
manner

Plea of Confession
filed 30th July 1802

manner and form as the said John James and William have above thereof complained against him nor that the said John James and William have sustained damage by reason of the not performing the said Sundry promises and undertakings in the said Declaration Mentioned -

And thereupon the said John, James and William Douglas, pray that the said damages so acknowledged together with Expences and Costs laid out by them about his Suit in this behalf may be adjudged to them - Therefore it is Considered that the said John James and William Douglas recover against the said Thomas their damages aforesaid so by him in form aforesaid acknowledged and also Sixty Nine Pagodas and six Fanams for their Costs and Charges by the Court here adjudged to them the said John, James, and William Douglas by their agent which damages and Costs in the whole amount to one thousand one hundred and fifty Six Star Pagodas and Six Fanams and the said Thomas in Mercy &c.

And hereupon the said John, James and William their Attorneys prays a writ of our Lord the King to be directed to the Sheriff of Madras to Cause him to levy and make of the Houses, Lands Debts and other Effects which belong to the said Thomas the said Sum of one thousand one hundred and fifty Six Pagodas and Six Fanams - and it is granted unto him returnable here on the Thirtieth day of August Instant

Judgment signed the 26 and the 27 Augt 1802

H Compton Dr Proth.

Mercy

Writ of Execution Issued this 27th August 1802

Pleas Before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one Thousand eight hundred and two -

Fort St George Madras } Herbert Compton puts in his place George Mc Mahon his attorney against Tirovalore Tegaroyen in a Plea of Trespass on the Case -

Fort St George Madras } The said Tirovalore Tegaroyen in his own person at the Suit of the said Herbert Compton in the Plea aforesaid -

Fort St George Madras ss } Be it remembered that on the Sixth day of January in the Year of our Lord one Thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Herbert Compton by George Mc Mahon his attorney and brought into the same Court then there his Certain Plaint against Tirovalore Tegaroyen in a Plea of Trespass on the Case and there are Pledges for the Prosecution to wit John Doe and Richard Roe, which said Plaint followeth in these words to wit Fort Saint George to wit Herbert Compton of Madras Esquire by his attorney George Mc Mahon Complains against Tirovalore Tegaroyen a Native Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honble Court of a Plea of Trespass on the Case

Plaint filed 6th January 1802 -

That whereas the said Tirovalore Tegaroyen on the Twenty

unpaid and upon that account the said Terovalore Teagarayen was then and there found in arrear to the said Herbert in Two hundred and thirty Six Pagodas Twenty Seven Fanams and forty Cash of like Current Money and being so found in arrear the said Terovalore Teagarayen in Consideration thereof afterwards to wit on the same day and Year last mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Herbert that he the said Terovalore Teagarayen would well and truly pay and Satisfy to the said Herbert the said Two hundred and thirty Six Pagodas Twenty Seven Fanams and forty Cash last Mentioned when he should be afterwards thereunto required Yet the said Terovalore Teagarayen not regarding his Several Promises and Undertakings aforesaid in form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Herbert in this particular hath not yet paid the said Several Sums of Two hundred Pagodas in the first Count Mentioned nor the said Sums of Thirty Six Pagodas Twenty Seven Fanams and forty Cash and Two hundred and thirty Six Pagodas Twenty Seven Fanams and forty Cash in the second and third Counts also Mentioned nor any or either of them or any part thereof (although to do this he the said Terovalore Teagarayen afterwards to wit on the Seventh and Twenty Ninth days of October in the year last aforesaid and often after by the said Herbert was requested) but to pay the same to him he the said Terovalore Teagarayen hitherto hath wholly refused and still doth refuse to the said Herbert his damage of Three hundred Pagodas and therefore he produces his Suit —

And the said Terovalore Teagarayen

Judgment signed for the Plt on the 2d of Sept 1802

P Temple Dep Prothy

Mercy

Commitment issued on the 2d September 1802 -

person comes and defends the wrong and injury When and &c for the and say that he Cannot deny the action of the said Herbert Compton nor but that he hath sustained damages by reason of the detention of the said debt to the Sum of two hundred and fifty Six Pagodas twenty seven fanams and forty Cash as he the said Herbert Compton in his said Plaint hath averred and thereupon he the said Herbert Compton prays the said damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him Therefore it is Considered that the said Herbert Compton recover against the said Terovalore Teagarayen his said damages aforesaid so by him in form aforesaid acknowledged and also Seventy two Pagodas and twenty four fanams for his Costs and Charges by the Court of our Lord the King now here adjudged by their assent which damages in the whole amounts to three hundred and twenty nine Pagodas Seven fanams and forty Cash and the said Terovalore Teagarayen in Mercy &c

And thereupon the said Herbert Compton by George M.S. Mahon his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the body of the said Terovalore Teagarayen in Satisfaction of his Debt - And it is granted unto him returnable here on the Sixth day of September Instant -

Pleas Before the Worlds Sir Thomas Strange Knight Chief Justice and the Worlds Henry Gwillim and the Worlds Sir Benjamin Knights Puisne Justices of the Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two —

Fort St George
Madras ss } Sreeramanum Moodoo Mooniapah Modeliar of Madras inhabitant by Emanuel Samuel his attorney against Pooleyoure Soobaroy Pillay in a Plea of Debt —

Fort St George
Madras ss } The said Pooleyoure Soobaroy Pillay puts in his place Robert Orme his attorney at the Suit of the said Sreeramanum Moodoo Mooniapah Modeliar in the Plea aforesaid.

Fort St George
Madras ss } Be it remembered that in the Third Term in the Year of Christ one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Sreeramanum Moodoo Mooniapah Modeliar by Emanuel Samuel his attorney and brought into the said Court then there his certain Bill against Pooleyoure Soobaroya Pillay in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which Bill follows in these words to wit — Madras to wit Sreeramanum Moodoo Mooniapah Modeliar of Madras Inhabitant by Emanuel Samuel his attorney Complains of Pooleyoure Soobaroy Pillay an Inhabitant of Madras and such a person Subject to the jurisdiction of this Honble Court of a Plea that he render to the said Moodoo Mooniapah Seven hundred and Twenty four Pagodas of Current Money of Madras which he owes to and unjustly detains from the said Mooniapah — For that Whereas the said Soobaroy on the tenth day of April in the year of Christ one thousand Seven

Plaint & Judgment in debt filed 6th Sept 1802 —

Judgment signed for debt on 6th of Sept 1802

at Madras by his Certain Writing obligatory Sealed with his Seal and to the Court now here Shewn the date whereof is the day and Year aforesaid acknowledged himself to be held and firmly bound to the said Moodoo Mooniapah in the said Seven hundred and Seventy four Pagodas to be paid to the said Moodoo Mooniapah when he the said Soobaroy thereto be thereto afterwards requested — Yet the said Soobaroy (although often requested) hath not paid the said Seven hundred and Twenty four Pagodas above demanded or any part thereof to the said Moodoo Mooniapah but to pay the same or any part thereof to the said Moodoo Mooniapah he the said Soobaroy hath hitherto wholly refused and still doth refuse — To the Damage of the said Moodoo Mooniapah of one hundred Pagodas and therefore he brings his Suit &c —

And the said Soobaroy by Robert Orme his attorney Comes and defends the wrong and injury when &c and the said Moodoo Mooniapah prays that the said Soobaroy may answer to his said Plaint — Whereupon the said attorney of the said Soobaroy Says that he is not informed by the said Soobaroy of any Answer to be given for him the said Soobaroy in the premises — Nor doth he Say any thing in bar or preclusion of the said action of the said Moodoo Mooniapah — Whereby the said Moodoo Mooniapah remains thereon undefended against the said Soobaroy — Therefore it is Considered that the said Moodoo Mooniapah Recover against the said Soobaroy his said debt and also the Costs Sixty one Pags for his damages which he hath sustained as well by occasion of the detaining the said debt as for his Costs and Charges by him about his Suit in this behalf Expended by the Court

sure adjudged to the said Madoo Moonapah and by his agent the
mercy said Sockaray in mercy &c -

And hereupon the said Sreeraman Moo
Writ of Emanent for Moonapah Modelly by Emanick Samuel his attorney prays exe
Sept. 1802 cution of our Lord the King to be directed to the Sheriffs of makerspatam
to Cause him to levy and make of the Rents, Lands, Debts
and other Effects which belong to the said Soolaroy Chitty
the Sum of five hundred and thirty four Pagodas and Twelve
Fanams - and that it is granted unto him returnable here on the
Tenth day of September Instant -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Third Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras ss } Suncarapooram Soobooroyloo Chitty puts in his place Charles Meltery his attorney against William Spence in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras ss } The said William Spence in his own person at the Suit of the said Suncarapooram Soobooroyloo Chitty in the Plea aforesaid -

Fort St. George Madras ss } Be it remembered that in the First Term in the year of our Lord one thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Suncarapooram Soobooroyloo Chitty by Charles Walters his attorney and brought into the same Court then here his Certain

Plaint filed the 27th. February 1802

Plaint against William Spence in a Plea of Trespass on the Case upon Promises and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say - Fort St. George Madras ss Suncarapooram Soobooroyloo Chitty by Charles Walters his attorney Complains of William Spence being a British Subject and as such liable to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case - For that Whereas the said William heretofore, to wit, on the Seventh day of January in the Year of Christ one thousand eight hundred at Madras aforesaid made and signed his Certain Note

said last mentioned Sum of money when he the said William should be thereunto afterwards requested - Yet the said William not regarding his said Sumal promises and Undertakings so by him made as aforesaid but craftily and fraudulently intending Craftily and Subtilly to deceive and defraud the said Soobarayloo in this behalf hath not as yet paid the said Sumal Sum of Money or any part thereof to the said Soobarayloo (although to do he the said William was often requested) but he to do this hath Utterly refused and still refuses so to do Contrary to the form and effect of the said promises and Undertakings so by him made as aforesaid and to the damage of the said Soobarayloo of Five hundred Pagodas and thereof he brings Suit -

And Now in this first Term in the Year of our Lord one thousand eight hundred and two that is to say on the 16th. day of March to which day was given as well to the said Soobarayloo as to the said William to inform the Court of the premises comes the said Soobarayloo by his said attorney and the said William altho' Solemnly demanded came not to answer nor did he say any thing in bar or preclusion and so forth, and the Articles of the said Court having heard the allegation of the party Plaintiff and Examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said William did undertake and promise in Manner and form as the said Soobarayloo hath in that behalf above Complained against him - and do adjudge that the said Soobarayloo do recover against the said William the Sum of Seventy Seven Pagodas and Twenty eight Fanams for his damages occasioned by the Nonperformance of the promises and Undertakings aforesaid and also the Sum of Seventy five Pagodas and thirty one Fanams for the Costs and Charges of him the said Soobarayloo which he hath been put to about his

Judgment signed this 14th. March 1802
R. Temple
Dr. Potts

said damages and Costs amount in the whole to the Sum of one hundred and fifty two Pagodas and thirty one Fanams and that the said Soobarayloo have his Execution thereof against the said William &c

Commitment Issued this 14th. Sept. 1802

And thereupon the said Soobarayloo by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he cause to be taken the body of the said William in Satisfaction of his debt - and it is granted unto him returnable here on the fourteenth day of octoberinst

Pleas before the Hon'ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon'ble Sir Henry Gwillim Knight and the Hon'ble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras aforesaid Term in the Year of our Lord one thousand eight hundred and two

Fort St George Madras } Mylay Tamachella Modeliar puts in his place Charles Walters his Attorney against Vamola Vencatanarsoo Chitty administrator of Vamola Singana Chitty deceased - in a Plea of Trespass on the Case -

Fort St George Madras } The said Vamola Vencatanarsoo Chitty as administrator as aforesaid puts in his place Emanuel Samuel his attorney at the suit of the said Mylay Tamachella Modeliar in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the First term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Mylay Tamachella Modeliar by Charles Walters his attorney and brought into the said Court then and there his Certain Plaint against Vamola Vencatanarsoo Chitty in a Plea of debt and then are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words -

Plaint filed 13th March 1802

Madras to wit Mylay Tamachella Modeliar by Charles Walters his attorney Complains of Vamola Vencatanarsoo Chitty Administrator of all and Singular the Goods Chattels Rights and Credits which were of Vamola Singana Chitty at the time of his death who died Intestate being an Inhabitant of Madras and as such liable to the Jurisdiction of this Hon'ble Court For that Whereas the said Singana in his life time to wit on the first day of July in the Year of [illegible]

Seven hundred and Ninety Seven at Madras aforesaid made his Certain Note in writing having his own proper hand thereto subscribed bearing date the same day and year aforesaid at Madras aforesaid and then and there delivered the said Note to the said Tamachella and thereby acknowledged to have then borrowed and received of the said Tamachella the Sum of one thousand Pagodas Current Money of Madras which Sum he the said Singana in his life time did thereby engage to repay to the said Tamachella on the first day of July in the Year of Christ one thousand Seven hundred and Ninety eight together with all such interest as should or might become due thereon at the rate of Twelve per Cent per Annum by reason whereof and according to the Custom of the Hindoo Natives of India the said Singana in his life time then and there became liable to pay to the said Tamachella the said Sum of Money in the said Note Specified with the Interest to become due thereon according to the tenor and Effect of the said Note; and being so liable he the said Singana in his life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid then and there faithfully promised to pay to the said Tamachella the said Sum of Money in the said Note Specified with all Interest to become due thereon according to the tenor and Effect of the said Note - And whereas also the said Singana in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Tamachella in the Sum of Two thousand pagodas of like current money of Madras aforesaid for so much Money by the said Tamachella before that time lent and advanced to the said Singana in his life time at his Special instance and request and being so indebted he the said Singana in his life time in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the

he the said Singanah should be thereto afterwards Requested - And whereas
also the said Singanah in his life time afterwards to wit on the same day
and Year aforesaid at Madras aforesaid was indebted to the said
Tamachella in other two thousand Star Pagodas of like Current
Money of Madras aforesaid for so much Money by the said Tamachella
before that time paid laid out and expended for the said Singanah in his
life time at his Special instance and Request and being so indebted he the said
Singanah in his life time in Consideration thereof afterwards to wit on the same
day and Year aforesaid at Madras aforesaid undertook and then and there faithfully
promised the said Tamachella to pay to him the said last mentioned Sum of
Money when he the said Singanah should be thereto afterwards Requested -
And Whereas also the said Singanah in his life time afterwards to wit on the same day and Year aforesaid
at Madras aforesaid accounted together with the said Tamachella
of and Concerning divers other Sums of Money before that time due
and Owing from the said Singanah in his life time to the said Tamachella
and then being in arrear and unpaid and upon that account the said
Singanah in his life

to the said Tamachella in another large Sum of Money to Wit the sum of
Two Thousand pagodas of like current Money of Madras aforesaid and
being so found in arrear and indebted he the said Singanah in his life time
in Consideration thereof afterwards to wit on the same day and Year aforesaid
at Madras aforesaid Undertook and then and there faithfully promised the
said Tamachella to pay to him the said last Mentioned Sum of Money
When he the said Singana should be thereto afterwards requested Yet
the said Singana in his life time and the said Vamoola Venkatanarasoo
Chitty after his death not regarding the said Several promises and
undertakings so by the said Singana in his life time made as aforesaid
but Contriving and fraudulently intending Craftily and Subtilly to deceive
and defraud the said Tamachella in this behalf have not nor hath
either of them yet paid the said Several sums of Money or any part
thereof to the said Tamachella although often requested so to do but
to pay the same to the said Tamachella he the said Singana in his
life time and the said Vamoola Vencatanarasoo Chitty since his death
have wholly refused and the said Vamoola Vencatanarasoo Chitty doth
still refuse to pay the same To the damage of the said Tamachella
of two Thousand pagodas and therefore he brings Suit -

Plea of Plene. administravit filed 19th April 1802 -

And the said Vencatanarasoo Administrator as
aforesaid by Emanuel Samuel his attorney Comes and defends the Wrong
and injury when &c and Saith that he hath fully administered all the
goods and Chattels which were of the said Vamooloo Singanah Chitty now
deceased at the time of his death which have ever come to or been in
the hands of the said Vencatanarasoo to be administered to wit at
Madras aforesaid and that he the said Vencatanarasoo hath not nor had he
at the time of exhibiting the Bill of the said Tamachella nor at

Sum of one hundred and one Pagodas and thirty eight fanams being the Costs and Charges aforesaid to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty &c.

And Thereupon the said Myday Tuneachella by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff to cause him to Levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Vamoola Singanah Chitty deceased in the Hands of the said Vamoola Vencatanarasoo Chitty the administrator of the said Vamoola Singanah Chitty deceased the Sum of one thousand three hundred and Forty two Pagodas thirteen fanams and Seventy Cash if he hath so much thereof in his hands to be administered and if he hath not so much thereof in his hands to be administered then the Sum of one hundred and one Pagodas and thirty eight fanams to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty and it is granted unto him returnable here on the Twenty Seventh day of December Next.

Execution issued this 26th November 1802 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His majestys Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras } Ponnapa Moodeliar puts in his place Charles Walters his attorney against Mallen Ponnon in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras } The said Mallen Ponnon puts in his place Robert Orme his Attorney at the Suit of the said Ponnapah Moodeliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder/ came Ponnappa Moodeliar by Charles Walters his Attorney and brought into the said last mentioned Court then there his certain Plaint against Mallen Ponnon in a Plea of Trespass on the Case upon promises, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George Madras Ponnappa Moodeliar by Charles Walters his Attorney Complains of Mallen Ponnon who being an Inhabitant of Madras and as such person is subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case For this, that whereas the said Mallen Ponnon on the Tenth day of June in the Year of our Lord one thousand eight hundred and one, to wit at Madras aforesaid was indebted to the said Ponnappa in the Sum of Four hundred and Sixty four Pagodas of Current Money of Madras for

Plaint filed 30th June 1801

Sum of one hundred and one Pagodas and thirty eight fanams being the Costs and Charges aforesaid to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty &c.

Execution issued this 26th November 1802 –

And Thereupon the said Myley Timmachelley by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to Levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Vamoola Singanah Chitty deceased in the hands of the said Vamoola Vencatanarasoo Chitty the administrator of the said Vamoola Singanah Chitty deceased the sum of one thousand three hundred and Twenty two Pagodas thirteen fanams and twenty Cash if he hath so much thereof in his hands to be administered then the Sum of one hundred and one Pagodas and thirty eight fanams to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty and it is granted unto him returnable here on the Twenty Seventh day of December Next.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two –

Fort St. George Madras } Ponnapa Moodeliar puts in his place Charles Walters his attorney against Mallen Ponnon in a Plea of Trespass on the Case upon Promises –

Fort St. George Madras } The said Mallen Ponnon puts in his place Robert Orme his Attorney at the Suit of the said Ponnapah Moodeliar in the Plea aforesaid –

Fort St. George Madras } Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder came Ponnappa Moodeliar by Charles Walters his Attorney and brought into the said last mentioned Court then there his certain Plaint against Mallen Ponnon in a Plea of Trespass on the Case upon promises, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George Madras Ponnappa Moodeliar by Charles Walters his Attorney Complains of Mallen Ponnon who being an Inhabitant of Madras and as such person is subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case For this, that whereas the said Mallen Ponnon on the Tenth day of June in the Year of our Lord one thousand eight hundred and one, to wit at Madras aforesaid was indebted to the said Ponnappa in the sum of Four hundred and Sixty four Pagodas of Current Money of Madras for

Plaint filed 26th June 1801

Sum of one hundred and one Pagodas and thirty eight fanams being the Costs and Charges aforesaid to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty &c.

And Thereupon the said Mylay Tuncachelly by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to Levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Vamoola Singanah Chitty deceased in the Hands of the said Vamoola Vencatanarasoo Chitty the administrator of the said Vamoola Singanah Chitty deceased the Sum of one thousand three hundred and Forty two Pagodas thirteen fanams and Seventy cash if he hath so much thereof in his Hands to be administered and if he hath not so much thereof in his hands to be administered then the Sum of one hundred and one Pagodas and thirty eight fanams to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty and it is granted unto him returnable here on the Twenty Seventh day of December Next.

Execution issued this 26th. November 1802 -

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras } Ponnapa Moodeliar puts in his place Charles Walters his attorney against Mallen Ponnon in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras } The said Mallen Ponnon puts in his place Robert Orme his Attorney at the Suit of the said Ponnapah Moodeliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder came Ponnappa Moodeliar by Charles Walters his Attorney and brought into the said last mentioned Court then there his certain Plaint against Mallen Ponnon in a Plea of Trespass on the Case upon promises, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George Madras Ponnappa Moodeliar by Charles Walters his Attorney Complains of Mallen Ponnon who being an Inhabitant of Madras and as such person is subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case For this, that whereas the said Mallen Ponnon on the Tenth day of June in the Year of our Lord one thousand eight hundred and one, to wit at Madras aforesaid was indebted to the said Ponnappa in the sum of Four hundred and Sixty four Pagodas of Current Money of Madras for

Plaint filed 30th June 1801

Sum of one hundred and one Pagodas and thirty eight fanams being the Costs and Charges aforesaid to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty &c.

Caution issued this 26th November 1802 -

And Thereupon the said Myley Vencachella by Charles Walters his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to Levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Vamoola Singanah Chitty deceased in the Hands of the said Vamoola Vencatanarasoo Chitty the administrator of the said Vamoola Singanah Chitty deceased the Sum of one thousand three hundred and Forty two Pagodas thirteen fanams and Seventy Cash if he hath so much thereof in his Hands to be administred and if he hath not so much thereof in his hands to be administred then the Sum of one hundred and one Pagodas and thirty eight fanams to be Levied of the proper Goods and Chattels of the said Vamoola Vencatanarasoo Chitty and it is granted unto him returnable here on the Twenty Seventh day of December Next.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His majesty's Supreme Court of Judicature at Madras of the Second Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras } Ponnapa Moodeliar puts in his place Charles Walters his attorney against Mallen Ponnon in a Plea of Trespass on the Case upon Promises -

Fort St. George Madras } The said Mallen Ponnon puts in his place Robert Orme his Attorney in the Suit of the said Ponnapah Moodeliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder came Ponnappa Moodeliar by Charles Walters his Attorney and brought into the said last mentioned Court then there his certain Plaint against Mallen Ponnon in a Plea of Trespass on the Case upon promises, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George Madras Ponnappa Moodeliar by Charles Walters his Attorney Complains of Mallen Ponnon who being an Inhabitant of Madras and as such person is Subject to the Jurisdiction of this Honble Court in a Plea of Trespass on the Case For this, that whereas the said Mallen Ponnon on the Tenth day of June in the Year of our Lord one thousand eight hundred and one, to wit at Madras aforesaid was indebted to the said Ponnappa in the Sum of Four hundred and Sixty four Pagodas

Plaint filed 30th June 1801

Diverse goods Wares and Merchandizes, by the said Pomappa before that time Sold and Delivered to the said Mallen Pomnon and at his Special instance and Request, and being so indebted he the said Mallen Pomnon in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Pomappa to pay him the said last mentioned Sum of Money when he the said Mallen Pomnon should be thereto afterwards Requested, And whereas the said Mallen Pomnon afterwards to Wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Pomappa at the like Special instance and Request of the said Mallen Pomnon had before that time sold and delivered to the said Mallen Pomnon diverse other goods Wares and Merchandizes, he the said Mallen Pomnon then and there undertook and faithfully promised the said Pomappa to pay him so much Money as he therefore Reasonably deserved to have for the same, when he the said Mallen Pomnon should be thereto afterwards Requested And the said Pomappa avers that he therefore Reasonably deserved to have of the said Mallen Pomnon for the same other Four hundred and Sixty four Pagodas Seventeen Fanams and Seventy Cash of like Current Money to wit at Madras aforesaid Whereof the said Mallen Pomnon afterwards to Wit on the same day and Year aforesaid there had Notice - And Whereas afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Pomappa in other Four hundred and Sixty four Pagodas Seventeen Fanams and Seventy Cash of like Current money for Money by the said Pomappa before that time Lent and advanced to the said Mallen Pomnon and at his Special Instance and Request and being so indebted, he the said Malla Pomnon in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the

to pay him the said last mentioned sum of Money when he the said Mallen Pomnon should be thereto afterwards Requested: And whereas the said Mallen Pomnon afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Pomappa in other Four hundred and Sixty four Pagodas Seventeen Fanams and Seventy Cash of like Current Money for Money by the said Pomappa before that time had and received to the use of the said Pomappa and being so indebted he the said Mallen Pomnon in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Pomappa to pay him the said last Mentioned Sum of Money, when he the said Mallen Pomnon should be thereto afterwards Requested. And whereas the said Mallen Pomnon afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Pomappa in other Four hundred and Sixty four Pagodas Seventeen Fanams and Seventy Cash of like Current Money for Money by the said Pomappa before that time laid out Expended and paid for the said Mallen Pomnon and at his special Instance and Request and being so indebted he the said Mallen Pomnon in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully Promised the said Pomappa to pay him the said last Mentioned Sum of Money, when he the said Mallen Pomnon should be thereto afterwards Requested - And Whereas the said Mallen Pomnon afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted together with the said Pomappa of and Concerning diverse other

Ponnum to the said Ponnappa and then being in arrear and unpaid on upon that account, he the said Mallen Ponnon was then and there found in arrear to the said Ponnappa in another large Sum of money to wit the sum of Four hundred and Sixty four Pagodas Seventeen Fanams and Seventy Cash of like Current Money and being so found in arrear he the said Mallen Ponnon in Consideration thereof afterwards to Wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Ponnappa to pay him the said last Mentioned Sum of Money when he the said Mallen Ponnon should be thereto afterwards requested; Yet the said Mallen Ponnon not regarding the said Several promises and Undertakings so by him made in his Behalf as aforesaid but Contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Ponnappa in this behalf hath not as yet paid the said Several Sums of Money, or any part thereof to the said Ponnappa (altho' so to do he the said Mallen Ponnon was requested by the said Ponnappa afterwards to wit on the same day and Year aforesaid, and also afterwards to wit at Madras aforesaid) but he to do this hath hitherto wholly refused and still refuses so to do To the said Ponnappa his damages of Nine hundred Pagodas and therefore he brings his Suit.

Pleas filed 1st Sept. 1802

Now in this same Term that is to say on the first day of May next Which day the said Mallen Ponnon had leave to impark to the said Plaint and then to answer the same at which day before the said Supreme Court of Judicature at Madras, came as well the said Ponnappa Modeliar by his said Attorney as the said Mallen Ponnon by Robert

said Mallen Ponnon defends the wrong and injury when &c and says that he did not undertake and promise in Manner and form as the said Ponnappa Modeliar hath above thereof Complained against him. and of this he puts himself upon the Court and the said Ponnappa Modeliar doth the like &c

Issue Joined

And Now at the Sittings after this same Term in the Year aforesaid that is to say on the thirty first day of May to which Day was given as well to the said Ponnappa Modeliar as to the said Mallen Ponnon to inform the Court of the Premises at which Day come the Parties aforesaid by their said Attornies and the said Court having heard the respective Allegations of the Parties and Examined the matter thereof and duly and deliberately Considered the Evidence say that the said Mallen Ponnon did not Undertake and promise in Manner and form as the said Ponnappa Modeliar hath above thereof Complained against him Therefore it is Considered that the said Ponnappa Modeliar take nothing by his said Plaint, but be in Mercy for his Clamour. &c and that the said Mallen Ponnon go thereupon without day &c

It is also considered that the said Mallen Ponnon recover against the said Ponnappa Modeliar One Hundred and twenty eight Pagodas and thirty one Fanams for his Costs and Charges laid out by him in and about his defence in this behalf by the said Court now here adjudged to the said Mallen Ponnon by his assent and that the said Mallen Ponnon have execution thereof &c

Judgment signed for the Deft on the 4th Sept 1802

R. Temple
Dr Clerk

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justice of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord 1802

Fort St George Madras } James Dobbin puts in his place George Mc Mahon his attorney against George Larmond in a Plea of Debt -

Fort St George Madras } The said George Larmond puts in his place Charles Walker his attorney at the suit of the said James Dobbin in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Vacation after the Third Term in the Year of our Lord one thousand eight hundred and two - before the said Supreme Court of Judicature at Madras came James Dobbin by George Mc Mahon his attorney and brought into the same Court then there his certain Plaint against George Larmond in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort Saint George to wit James Dobbin of Madras Merchant by George Mc Mahon his attorney Complains of George Larmond being a British Subject and as such a Person liable to the Jurisdiction of this Honorable Court of a Plea that he render unto him the sum of two Thousand and five Pagodas twenty seven Fanams and Sixty Cash which he owes to and unjustly detains from him For that whereas the said George on the first day of March in the present year of our Lord one thousand eight hundred and two to wit at Madras aforesaid by his Writing Sealed with the Seal of the said George

Judgment on Warrant of Attorney filed 15th September 1802 -

became held and firmly bound unto the said James in the Sum of two thousand and five Pagodas twenty Seven fanams and Sixty Cash of the Current Money of Madras to be paid to the said James in Six months from the date thereof or when he the said George should be thereto afterwards Requested - Yet the said George although often Requested by the said James hath not Yet paid the said two thousand and five Pagodas twenty Seven fanams and Sixty Cash or any part thereof to the said James but he to pray the same hitherto hath wholly refused and still refuses whereby the said James says he is injured and hath sustained Damages to the Value of Five hundred Pagodas and therefore he brings his Suit and so forth and he brings into Court here the said writing obligatory Sealed with the Seal of the said George which gives sufficient evidence of the debt aforesaid in form aforesaid the date whereof is the day and year aforesaid -

And the said George Larmond by Charles Walker Gentleman his attorney Comes and defends the wrong and injury when and so forth and says that he Cannot deny the action of the said James Dobbin nor but that he the said George Larmond doth owe to the said James Dobbin the Sum of one thousand and Sixty four Pagodas thirty five fanams and Seventy Cash part of the Sum of Money above demanded and upon this the said James Dobbin Prays Judgment and his debt aforesaid so acknowledged to be adjudged whereupon therefore it is Considered that the said James Dobbin do recover against the said George Larmond his debt aforesaid to the amount of one thousand and Sixty four Pagodas thirty five fanams and Seventy Cash and also thirty two Pagodas and four fanams for his Cost and Charges in this behalf which debt Cost and Charges amount in the whole to

and that the said James Dobbin do have his Execution thereof and the said George Larmond in Mercy &c. and therefore the said James Dobbin freely here in Court remits to the said George Larmond Nine hundred and eight Pagodas thirty two fanams and Seventy Cash the residue of the debt aforesaid whereupon the said George Larmond is acquitted of the said Nine hundred and Eight Pagodas thirty two fanams and Seventy Cash in form aforesaid remitted and may go thereof without a day -

Judgment signed for the Pff on the 15th Sept. 1802
P. Tumpleton Dr Pro Pff

And thereupon the said James Dobbin by George McMahon his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said George Larmond the Sum of one thousand and Ninety five Pagodas thirty Nine fanams and Seventy Cash - and it is granted unto him returnable here on the Fourth day of October Next

Writ of Execution Issued this 16th Sept. 1802 -

Pleas before the Honble Sir Thomas Strange Knight Chief Justice and the Honble Henry Gwillim Knight and the Honble Sir Stephen Sullivan Knight Puisne Justices of the Supreme Court of Judicature at Madras of the fourth Term in the Year of our Lord one Thousand eight hundred and two

Fort St George Madras } a Nellamootoo Naig Administrator of Nellakeelana Naig deceased late in his place Townes Disney his attorney against Vencatasha Naig in a Plea of Trespass on the case -

Fort St George Madras } The said Vencatasha Naig puts in his place Townes Disney his attorney in the Suit of the said Nellamootoo Naig admor of Nellakeelana Naig deceased in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the Late Court of the Recorder of Madras (from which Court are transferred to this Honourable Court all the Proceedings and Records of the said Court of the Recorder) came a Nellamootoo Naig as administrator aforesaid by Townes Disney his attorney and brought into the said Last Mentioned Court then there his Certain Plaint against Vencatasha Naig in a Plea of Trespass on the Case and there are Pledges for the prosecution John Doe and Richard Roe which said Plaint follows in these words to wit Fort St George Madras to wit - Nellamootoo Naig of Madras Inhabitant administrator of all and singular the Goods Chattels Rights and Credits of Nellakeelana Naig deceased by Townes Disney his attorney Complains of Vencatasha Naig of Madras Inhabitant and as such a Person Subject to the Jurisdiction of this Honble Court of a Plea of Trespass on the Case For that Whereas

Plaint filed 25th June 1802

day of April in the present Year of Christ one Thousand eight hundred and one to wit at Madras was indebted to the said Nellamootoo Naig as administrator as aforesaid in the Sum of Two Thousand one hundred and forty five Star Pagodas and Seven Fanams Current Money of Madras by the said Nellamootoo Naig as administrator as aforesaid before that time lent and advanced to the said Vencatasha Naig and at his special instance and request and being so indebted he the said Vencatasha Naig in consideration thereof afterwards to wit the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nellamootoo Naig as administrator as aforesaid to pay him the said last Mentioned Sum of Money when he should be afterwards thereunto requested - and Whereas also the said Vencatasha Naig afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted unto the said Nellamootoo Naig as administrator as aforesaid in other Sum of Two Thousand one hundred and forty five Star Pagodas and Seven Fanams of like Current Money of Madras for Money he the said Vencatasha Naig before that time had, had and received to the use of the said Nellamootoo Naig as administrator as aforesaid and being so indebted he the said Vencatasha Naig in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Nellamootoo Naig as administrator as aforesaid to pay him the said Sum of Money last Mentioned when he should be afterwards thereunto requested and Whereas also the said Vencatasha Naig afterwards to wit on the day and year last Mentioned at Madras aforesaid accounted with the said Nellamootoo Naig as administrator as aforesaid of and Concerning divers Sums of Money from the said Vencatasha Naig

due and Owing and then and there in arrear and unpaid and upon that account the said Vencatasha Naig was then and there found in arrear to the said Nellamoo=loo Naig as administrator as aforesaid in Two thousand one hundred and forty five Pagodas and Seven Fanams of like Current money of Madras, and being so found in arrear the said Vencatasha Naig in Consideration thereof afterwards to wit on the day and year last Mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Nellamootoo Naig as Administrator as aforesaid that he the said Vencatasha Naig would well and truly pay and Satisfy to the said Nellamootoo Naig as administrator as aforesaid the said Sum of Two thousand one hundred and forty five Pagodas and Seven fanams last Mentioned when he should afterwards be thereunto required - Yet the said Vencatasha Naig although often requested so to do hath not yet paid the Several Sums of money or any part thereof to the said Nellamootoo Naig as Administrator as aforesaid or to pay the same or any part thereof to the said Nellamootoo Naig as administrator as aforesaid he the said Vencatasha Naig hath hitherto wholly refused at the time aforesaid at Madras aforesaid and still doth refuse to the said Nellamootoo Naig as administrator as aforesaid to his damage of Three thousand Pagodas and therefore he brings his Suit and &c

Sworth and he brings into Court here the Letters of administration of the Goods and Sosorth of Nella Kullava Naig intestate deceased which Sufficiently proves to the Court here the granting thereof in form aforesaid -

And Now in this second Term that is to say on the third day of May in the year of our Lord one thousand eight hundred and two until which day the said Vencatasha Naig had leave to impark to the said Plaintiff then to answer the same at which day before the Supreme Court of

Plea filed 3d May 1802

said Attorney as the said Vencatasha Naig by Emanuel Samuel his attorney and the said Vencatasha Naig defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Nellamootoo hath above thereof Complained against him and of this he puts himself upon the Court - And the said Nellamootoo Naig

Issue Joined by Townes Disney his attorney does likewise -

And Now at the Sittings after the third Term that is to say on the Nineteenth day of August in the year of our Lord one thousand eight hundred and two (being the day given by this Court to the said Parties to hear Judgment of and upon the premises contained in the Plaint and proceedings aforesaid) came the Parties aforesaid by their attornies aforesaid and evidence of and Concerning the said premises having been given to this Court the said Court was about to give its judgment thereupon Whereupon the said Nellamootoo Naig departed from the Court and although Solemnly required came not again but made default nor did he further prosecute his Suit against the said Vencatasha Naig Therefore it is considered by the Court here that the said Nellamootoo Naig take nothing by his said Plaint but that he and his pledges to prosecute &c in Mercy &c and that the said Vencatasha Naig go thereof without day &c And it is further Considered by the said Court that the said Vencatasha Naig do recover against the said Nellamootoo Naig Pagodas one hundred and Sixty one and twenty four fanams for his Costs and Charges laid out by him about his defence in this behalf by the Court here adjudged to the said Vencatasha Naig and by his about according to the form of the Statute in such case made

Judgment signed for the Defendant the 20th Sept. 1802.

due and Owing and then and there in arrear and unpaid and upon that account the said Vencatasha Naig was then and there found in arrear to the said Nellamoo Naig as administrator as aforesaid in Two thousand one hundred and forty five Pagodas and Seven Fanams of like Current money aforesaid, and being so found in arrear the said Vencatasha Naig in Consideration thereof afterwards to wit on the day and year last Mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Nellamootoo Naig as Administrator as aforesaid that he the said Vencatasha Naig would well and truly pay and Satisfy to the said Nellamootoo Naig as administrator as aforesaid the said Sum of Two thousand one hundred and forty five Pagodas and Seven Fanams last Mentioned when he should afterwards be thereunto required - Yet the said Vencatasha Naig although often Requested so hath not yet paid the Several Sums of money or any part thereof to the said Nellamootoo Naig as Administrator as aforesaid or to pay the same or any part thereof to the said Nellamootoo Naig as administrator as aforesaid he the said Vencatasha Naig hath hitherto wholly refused at the time aforesaid at Madras aforesaid and Still doth refuse to the said Nellamootoo Naig as administrator as aforesaid his damage of Three thousand Pagodas and therefore he brings his Suit and &c forth and he brings into Court here the Letters of administration of the Goods and &c forth of Nella Neelana Naig Intestate deceased which Sufficiently prove to the Court here the granting thereof in form aforesaid -

And Now in this Second Term that is to say on the third day of May in the Year of our Lord one thousand eight hundred and two until which day the said Vencatasha Naig had Leave to imparl to the said Plaint and then to answer the same at which day before the Supreme Court of

Plea filed 3d May 1802

said Attorney as the said Vencatasha Naig by Emanuel Samuel his attorney And the said Vencatasha Naig defends the wrong and injury when &c and says that he did not undertake or promise in manner and form as the said Nellamootoo hath above thereof Complained against him and of this he puts himself upon the Court - And the said Nellamootoo Naig by Fownes Disney his Attorney does likewise -

Issue Joined

And Now at the Sittings after the third Term Ratio to say on the Nineteenth day of August in the Year of our Lord one thousand eight hundred and two (being the day given by this Court to the said Parties to hear Judgment of and upon the premises contained in the Plaint and proceedings aforesaid) came the Parties aforesaid by their attornies aforesaid and evidence of and Concerning the said premises having been given to this Court the said Court was about to give its judgment thereupon Whereupon the said Nellamootoo Naig departed from the Court and although Solemnly required came not again but made default nor did he further prosecute his Suit against the said Vencatasha Naig Therefore it is considered by the Court here that the said Nellamootoo Naig take nothing by his said Plaint but that he and his pledges to prosecute be in Mercy &c and that the said Vencatasha Naig go thereof without day &c And it is further Considered by the said Court that the said Vencatasha Naig do recover against the said Nellamootoo Naig Pagodas one hundred and Sixty one and twenty four Fanams for his Costs and Charges laid out by him about his defence in this behalf by the Court here adjudged to the said Vencatasha Naig and by his about according to the form of the Statute in such case made

Judgment signed for the Deft the 20th Sept. 1802.

Execution thereof &c

Commitment against Plaintiff for Costs - Issued this 22d Sept. 1802

And thereupon the said Nencatacha Naick by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras-patnam Commanding him that he cause to be taken the body of Nella Mootoo Reig in Satisfaction of his Costs and Charges by him laid out about his defence in this behalf as adjudged to him as aforesaid - And it is granted unto him returnable here on the fourth day of October Next -

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon^ble Sir Henry Gwillim Knight and the Honorable Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras } Ponnappa Moodeliar puts in his place Charles Walters his attorney against Caulaty in a Plea of Trespass on the Case -

Fort St. George Madras } The said Caulaty puts in his place Robert Orme his attorney at the suit of the said Ponnappa Moodeliar in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Hon^ble Court all the Proceedings and Records of the said Court of the Recorder) came Ponnappa Moodeliar by Charles Walters his Attorney and brought into the said last mentioned Court then there his certain Plaint against Caulaty in a Plea of Trespass on the Case, and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St. George

Plaint filed 30th June 1801

Ponnappa Moodeliar by Charles Walters his attorney Complains of Caulaty who being an Inhabitant of Madras and as such person is Subject to the Jurisdiction of this Hon^ble Court in a Plea of Trespass on the Case For this that Whereas the said Caulaty on the Tenth day of June in the Year of our Lord one thousand eight hundred and one to Wit at Madras

and fifty Pagodas thirty one Fanams and Twenty Cash Current Money of Coins for Divers goods Wares and Merchandizes by the said Pomappa before that time sold and Delivered to the said Caulaty and at his Special instance and Request and being so indebted he the said Caulaty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Pomappa to pay him the said last mentioned Sum of Money when he the said Caulaty should be thereto afterwards Requested, and Whereas the said Caulaty afterwards to wit on the same day and Year aforesaid at Madras aforesaid in Consideration that he said Pomappa at the like special instance and Request of the said Caulaty had before that time sold and delivered to the said Caulaty, Divers other goods Wares and Merchandizes he the said Caulaty then and there undertook and faithfully promised the said Pomappa to pay him so much Money as he therefore reasonably deserved to have for the same, when he the said Caulaty should be thereto afterwards Requested: and the said Pomappa avers, that he therefore reasonably deserved to have of the said Caulaty for the same, Other one hundred and fifty Pagodas thirty one fanams and Twenty Cash of like Current Money to wit at Madras aforesaid, Whereof the said Caulaty afterwards to wit on the same day and Year aforesaid, there had Notice - and Whereas afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Pomappa in Other one hundred and fifty Pagodas thirty one fanams and Twenty Cash of like Current Money for Money by the said Pomappa before that time Lent and advanced to the said Caulaty, and at his special instance and Request, and being so indebted he the said Caulaty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid, undertook and faithfully promised the said Pomappa to pay him the said last mentioned Sum of Money

when he the said Caulaty should be thereto afterwards Requested - and Whereas the said Caulaty afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Pomappa in Other one hundred and fifty Pagodas thirty one fanams and Twenty Cash of like Current Money for money by the said Pomappa before that time had and received to the use of the said Caulaty, before that time had and received to the use of the said Pomappa and being so indebted he the said Caulaty in Consideration thereof, afterwards, to wit on the same day and Year aforesaid at Madras aforesaid undertook and faithfully promised the said Pomappa to pay him the said last Mentioned Sum of Money, when he the said Caulaty should be thereto afterwards Requested - and Whereas the said Caulaty afterwards to wit on the same day and Year aforesaid at Madras aforesaid was indebted to the said Pomappa in Other one hundred and fifty Pagodas thirty one fanams and Twenty Cash of like Current Money for Money by the said Pomappa before that time laid out Expended, and paid for the said Caulaty and at his Special instance and Request. and being so indebted he the said Caulaty in Consideration thereof afterwards to wit on the same day and Year aforesaid at Madras aforesaid, undertook and faithfully promised the said Pomappa to pay him the said last Mentioned Sum of Money, when he the said Caulaty should be thereto afterwards Requested, and Whereas the said Caulaty afterwards to wit on the same day and Year aforesaid at Madras aforesaid accounted together with the said Pomappa of and concerning Other Sums of Money before that time due and

in arrear, and unpaid and upon that account he the said Caulaky was then and there found in arrear to the said Ponnappa in another large Sum of Money to wit the Sum of Other one hundred and fifty Pagodas thirty one fanams and Twenty Cash of like Current Money and being so found in arrear, he the said Caulaky in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Ponnappa to pay him the said last mentioned Sum of Money when he the said Caulaky should be thereto afterwards requested; Yet the said Caulaky not regarding his said several promises and undertakings so by him made in this behalf as aforesaid but Contriving and fraudulently intending Craftily and subtilly to deceive and defraud the said Ponnappa in this behalf hath not as yet paid the said several Sums of Money or any part thereof to the said Ponnappa (altho' so to do he the said Caulaky was requested by the said Ponnappa afterwards to wit on the same day and year aforesaid, and often afterwards to wit at Madras aforesaid) but he so to do this hath hitherto wholly refused and still refuses so to do, to the said Ponnappa his damages of Three hundred Pagodas and therefore he brings his Suit -

And Now in this third Term that is to say on the first day of September in the Year of our Lord one Thousand eight hundred and one until which day the said Caulaky had leave to imparl to the said Plaint and then to answer the same at which day before the said Court of the Recorder of Madras comes as well the said Ponnappa Modeliar by his said Attorney as the said Caulaky by Robert Orme his Attorney and the said Caulaky defends the wrong

Plea filed 1st Sept. 1801

as the said Ponnappa Modeliar hath above thereof Complained against him and of this he puts himself upon the Court &c. - And the said Ponnappa Modeliar doth the like -

2 lines Lined

And Now in the Sittings after the second Term in the Year of our Lord one thousand eight hundred and two that is to say on the Thirty first day of May in that Year until which day was given as well to the said Ponnapah Modeliar as to the said Caulaky to inform the Court thereof the premises aforesaid came the said Parties by their attorneys and the said Justices having heard the respective Allegations of the Parties and Examined the truth thereof and duly Considered the evidence produced on both sides say that the said Caulaky did undertake and promise in manner and form as the said Ponnapah Modeliar hath in that behalf above Complained against him and do adjudge that the said Ponnapah Modeliar do recover against the said Caulaky the Sum of Eighty Six Pagodas Current Money of Madras for his damages occasioned by the non performance of the promises and undertakings aforesaid and also the sum of Eighty three Pagodas Twenty five fanams and Sixty Cash of like Current Money for the Costs and Charges of him the said Ponnapah Modeliar which he hath been put to about his Suit in that behalf which said damages and Costs amount in the whole to the Sum of one hundred and Sixty nine Pagodas twenty five fanams and Sixty Cash and that the said Ponnapah Modeliar have his Execution thereof &c.

Judgment signed for the Pltf on the 24th Sept. 1802

R Temple Dr Porter

And thereupon the said Ponnapah Modeliar by Charles Walters his attorney prays a writ of our Lord the King to be directed

Writ of Execution issued this 24th September 1802

directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Cauzaly the Sum of one hundred and sixty nine Pagodas Twenty five Fanams and Sixty Cash. And it is granted unto him returnable here on the thirteenth day of October next

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } John Doe on the Demise of Cauzey Mahomed Abboobaucker pleds in his place and stead George Mc Mahon as his attorney against John Thrustout in a Plea of Trespass and Ejectment -

Fort St George Madras } The said John Thrustout in Person at the Suit of the said John Doe in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Vacation after the First Term in the Year one thousand eight hundred and one Before the said Supreme Court of Judicature at Madras came John Doe by George Mc Mahon his Attorney and brought into the same Court then there his Certain Plaint against John Thrustout of a Plea of Trespass and Ejectment and there are Pledges for the prosecution to wit John Doe and Richard Roe, which said Plaint follows in these words that is to say Fort Saint George to wit John Doe by George Mc Mahon his Attorney Complains of John Thrustout an Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honorable Court for this to wit that whereas Cauzey Mahomed Abboobaucker of Madras Inhabitant on the first day of September in the Year of our Lord one thousand eight hundred and one at Madras aforesaid had demised granted and to farm let unto the said [illegible] orchards, Fifty Cawnies of arable land,

Plaint in an action of Ejectment filed 27th February 1802

fifty Cawnies of Pasture fifty Cawnies of Meadow fifty Cawnies of wet fifty Cawnies of underwood fifty Messuages, Fifty Cottages with the out Houses with all and Singular the appurtenances thereunto belonging or in any wise appertaining Situate lying and being at Pulicat Cavarak Street Maradu Town to wit at Madras aforesaid within the Jurisdiction of this Honorable Court as aforesaid bounded on the South by Mr. Jack agamaboo Lobby Saudas Grounds, on the North by the Cullial Permalls House, on the East by the Street and on the West by another Encantarmah Chitty House & Some and to hold the said premises from the said first Day of September in the Year aforesaid for and during and unto the full end and Term of Five Years next ensuing fully to be Compleat and ended by virtue of which said Demise the said John Doe entered into the said premises and was thereof possessed until the said John Thrustout afterwards to wit on the Seventh day of September in the Year aforesaid with force and Arms to wit with Swords Sticks Clubs and so forth entered in and upon the premises aforesaid with the appurtenances then in the possession of the said John Doe and then and there Ejected Expelled and removed the said John Doe from his said farm his said Term thereof Not being yet expired and him the said John Doe so Ejected expelled and removed Hath Kept out and still doth Keep out from his possession thereof and other injuries then and there brought upon him against the peace of our said Lord the King and to the Damages of the said John Doe Five hundred Pagodas and therefore he brings his Suit and so forth -

And Now at this Day that is to say

leave to imparl to the said Plaint and then to answer the same at which Day before the said Court comes as well the said John Doe by his attorney aforesaid as the said John Thrustout in his proper Person and the said John Thrustout defends the force and injury when &c and says nothing in bar or preclusion of the said action of the said John Doe whereby the said John Doe remains thereon undefended against the said John Thrustout Therefore it is Considered that the said John Doe recover against the said John Thrustout his said Term yet to come of and in the Tenements aforesaid with the appurtenances and also his Damages sustained by reason of the Trespass and Ejectment aforesaid - And thereupon the said John Doe freely here in Court comes to the said Court and remits all such Damages Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the Trespass and Ejectment aforesaid Therefore let the said John Thrustout be acquitted of those Damages Costs and Charges &c and thereupon the said John Doe prays the Writ of our said Lord the King to be directed to the Sheriff of Madras aforesaid to cause him to have possession of his said Term yet to come of and in the Tenements aforesaid with the appurtenances and it is granted to him returnable before the said Court on the 30th day of September Instant

Judgment signed for the Plaintiff on the 27th of Sept. 1802
R. Temple
Dr. Clerk

Writ of Possession issued this 27th September 1802

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of the Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George
Madras } ss. Francis De Silva puts in his place Thomas Disney his attorney against Anyaloore Ramoo Moodelly in a Plea of Debt -

Fort St. George
Madras } ss. The said Anyaloore Ramoo Moodelly in his own person at the suit of the said Francis De Silva in the Plea aforesaid -

Fort St. George
Madras } ss. Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Francis De Silva by Thomas Disney his attorney and brought into the said Court then and there his Certain Plaint against Anyaloore Ramoo Moodelly in a Plea of Debt and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Francis De Silva by Thomas Disney his attorney Complains of Anyaloore Ramoo Moodelly being an Inhabitant of Madras and as such a person liable to the jurisdiction of this Honble Court of a Plea that he render to him the said Francis De Silva Three hundred and Ninety four Star Pagodas Thirty two Fanams and Twenty Cash of Current Money of Madras which he owes to and unjustly detains from him For that Whereas the said Anyaloore Ramoo Moodelly on the first day of March in the

Plaint filed 9th September 1802

Mortgage Bond or Writing obligatory sealed with the seal of him the said Anyaloore Ramoo Moodelly (and now shewn to the Court of our Lord the King here) the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Francis De Silva in the sum of Three hundred Star Pagodas to be paid to the said Francis De Silva on demand, or when he should be thereto afterwards requested - Yet the said Anyaloore Ramoo Moodelly (although often requested &c) hath not yet paid the said sum of Three hundred and Ninety four Star Pagodas Thirty two Fanams and Twenty Cash above demanded or any part thereof to the said Francis De Silva, but to pay the same or any part thereof to the said Francis De Silva he the said Anyaloore Ramoo Moodelly hath hitherto wholly refused and still doth refuse to the said Francis De Silva his damage of seven hundred Pagodas and therefore he brings his suit and so forth -

Plea Confession filed 13th Sept. 1802

And the said Anyaloore Ramoo Chetty comes and defends the wrong and injury when &c and says that he cannot deny the said actions of the said Francis De Silva, nor but that he did undertake and promise in manner and form as the said Francis De Silva hath above thereof Complained against him, nor but that the said Francis De Silva hath sustained damages by occasion of the non performance of the said several promises and Undertakings to the sum of Five hundred and Seventy two Star Pagodas Current Money of Madras, as he the said Francis De Silva hath above in his said Declaration supposed - and thereupon the said Francis De Silva prays that the damages so acknowledged together with his Expences and Cost laid out by him about his suit in this behalf may be adjudged to him &c - Therefore it is considered

Fort St. George
Madras } ss.

Pleas before the Hon^ble Sir Thomas Andrew Strange Knight Chief Justice and the Hon^ble Sir Henry Gwillim Knight & the Hon^ble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two.

Fort St. George
Madras } ss.

Francis De Silva puts in his place Thomas Denny his attorney against Anyaloore Ramoo Moodelly in a Plea of Debt.

Fort St. George
Madras } ss.

The said Anyaloore Ramoo Moodelly in his own person & the said Francis De Silva in the Plea aforesaid.

Plaint filed 6th September 1802

Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Francis De Silva by Thomas Denny his attorney and brought into the said Court then and there his Certain Plaint against Anyaloore Ramoo Moodelly in a Plea of Debt and there are pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint followeth in these words to wit Francis De Silva by Thomas Denny his attorney Complains of Anyaloore Ramoo Moodelly being an Inhabitant of Madras and at such a person liable to the jurisdiction of this Hon^ble Court of a Plea that he render to him the said Francis De Silva Three hundred and Ninety four Star Pagodas Thirty two Fanams and Twenty Cash of Current Money of Madras, which he owes to and unjustly detains from him For that Whereas the said Anyaloore Ramoo Moodelly on the first day of March in the

Mortgage Bond or Writing obligatory sealed with the seal of him the said Anyaloore Ramoo Moodelly (one now shown to the Court of our Lord the King here) the date whereof is on the day and year aforesaid acknowledged himself to be then and there held and firmly bound unto the said Francis De Silva in the sum of Three hundred Star Pagodas to be paid to the said Francis De Silva on demand, or when he should be thereto afterwards requested— Yet the said Anyaloore Ramoo Moodelly (although often requested &c) hath not yet paid the said sum of Three hundred and Ninety four Star Pagodas Thirty two Fanams and Twenty Cash above demanded or any part thereof to the said Francis De Silva, but to pay the same or any part thereof to the said Francis De Silva he the said Anyaloore Ramoo Moodelly hath hitherto wholly refused and still doth refuse to the said Francis De Silva his damage of one hundred Pagodas and therefore he brings his suit and so forth.

Plea & Confession filed 13th Sept^r 1802

And the said Anyaloore Ramoo Chitty comes and defends the wrong and injury when &c and says that he cannot deny the said actions of the said Francis De Silva, nor but that he did undertake and promise in manner and form as the said Francis De Silva hath above thereof Complained against him, nor but that the said Francis De Silva hath sustained damages by occasion of the non performance of the said several promises and Undertakings to the sum of Five hundred and Seventy two Star Pagodas, Current Money of Madras, as he the said Francis De Silva hath above in his said Declaration supposed— and thereupon the said Francis De Silva prays that the damages so acknowledged together with his Expences and Costs laid out by him about his suit in this behalf may be adjudged to him &c— Therefore it is considered

Judgment by Confession

Judgment signed 1st Rt on the 30 Sept. 1802 -
Dr Smyth
Dr Rutt

Ramoo Chitty his damages aforesaid as by him in form aforesaid alleged
and also the sum of Thirty three Star Pagodas and Twenty four fanams
his Costs and Charges by the Court here adjudged to the said Francis D
Silva by his assent, which damages in the whole amount to the sum
Six hundred and four Star Pagodas and Twenty four fanams and that
have Execution thereof unto the said Anyalooe Ramoo Chitty in manner

And thereupon the said Francis De Silva by Francis Dicey
his attorney prays a writ of our Lord the King to be directed to the Mayor
of Madras patteah to cause him to levy and make of the Goods and
Debts and Other Effects which belong to the said Anyalooe Ramoo
Chitty the Sum of Six hundred and four Pagodas and Twenty four fanams
And it is granted unto him returnable here on the Thirtieth day of next
Mercy

Writ of Execution Issued 30th Sept. 1802 -

Heard before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Moothammall widow puts in her place George Mc Mahon as her attorney against Andea Pillay and Ponnammy his wife in a Plea of Trespass on the case

Fort St George Madras } The said Andea Pillay and Ponnammy put in their place Thomas Dicey their attorney at the Suit of the said Moothammall in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the First Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Moothammall by George Mc Mahon her attorney and brought into the same Court then here her certain Plaint against Andea Pillay and Ponnammy in a Plea of Trespass on the case and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort St George to wit Moothammall of Madras widow by George Mc Mahon her attorney Complains of Andea Pillay and Ponnammy his wife of Madras Inhabitants and as such person subject to the Jurisdiction of this Honble Court of a Plea of Trespass on the case for this to wit that whereas the said Andea Pillay and Ponnammy on the first day of March in the Year of our Lord one thousand eight hundred and two at Madras aforesaid was indebted to the said Moothammall in the sum of fifty eight Pagodas and fifteen fanams of Current Money of Madras for Goods and Merchandizes by the said Moothammall before that time sold and advanced to the

Plaint filed 26th March 1802 -

said Andea Pillay and Ponnamy did at their special instance and request and
so indebted they the said Andea Pillay and Ponnamy in Consideration thereof
to wit on the same day and Year last aforesaid at Madras aforesaid unto
and then and there faithfully promised the said Moottammall to pay her the said
mentioned Sum of Money when they should be afterwards thereunto requested And
whereas the said Andea Pillay and Ponnamy upon the same day and year
aforesaid at Madras aforesaid was indebted unto the said Moottammall in the
sum of fifty eight Pagodas and fifteen fanams of the like Current Money of
at the special instance and request of the said Andea Pillay and Ponnamy for
the said Andea Pillay and Ponnamy and for their use before that time
said out and repunded and being so indebted the said Andea Pillay and Ponnamy
afterwards to wit upon the same day and year aforesaid at Madras aforesaid in
consideration thereof took upon themselves and then and there faithfully promised
the said Moottammall to pay her the said fifty eight Pagodas and fifteen
fanams when they should be afterwards thereunto requested And whereas
the said Andea Pillay and Ponnamy on the same day and year last aforesaid
at Madras aforesaid were indebted unto the said Moottammall in the fifty eight
Pagodas and fifteen fanams of the like current money of Madras for money
they the said Andea Pillay and Ponnamy before that time had and received to
the use of the said Moottammall and being so indebted they the said Andea
Pillay and Ponnamy in consideration thereof afterwards to wit on the same
day and year last aforesaid at Madras aforesaid undertook and then and
there faithfully promised the said Moottammall to pay her the said sum of
Money last mentioned when they should be afterwards thereunto requested
And whereas also the said Andea Pillay and Ponnamy afterwards to wit
on the same day and year last Mentioned at Madras aforesaid accounted
with the said Moottammall of and Concerning divers sums of money from
The said Andea Pillay and Ponnamy to

that time due and owing and then and there in arrear and unpaid and upon that
account the said Andea Pillay and Moottammall was then and there found in arrear
to the said Moottammall in fifty eight Pagodas and fifteen fanams of the like
current Money of Madras and being so found in arrear the said Andea Pillay
and Ponnamy in Consideration thereof afterwards to wit on the day and year last
Mentioned at Madras aforesaid took upon themselves and then and there faithfully
promised the said Moottammall that they the said Andea Pillay and Ponnamy
would well and truly pay and Satisfy to the said Moottammall the said fifty
eight Pagodas and fifteen fanams last mentioned when they should be
afterwards thereunto required yet the said Andea Pillay and Ponnamy not
regarding their several promises and undertakings as aforesaid in form aforesaid
made but Contriving and fraudulently intending Craftily and subtilly to
deceive and defraud the said Moottammall in this particular have not nor
hath either of them yet paid the said several Sums of Money or any part
thereof to the said Moottammall (although to do this they the said Andea
Pillay and Ponnamy afterwards to wit on the same day and year last aforesaid
at Madras aforesaid by the said Moottammall was requested) but they to pay the
same to her hitherto have wholly refused and still refuse to the said Moottam-
mall her damage of Ninety Pagodas and therefore she produces her suit-

Pleas filed 17th April 1802

And the said Andea Pillay and Ponnamy by Fowns Disney
their attorney Come and defend the wrong and injury when and so forth and say
that they did not undertake or promise in Manner or form as the said Moottam-
mall hath above thereof Complained against them and of this they put
themselves upon the Court &c — and the said Plaintiff by his attorney George

Issue Joined

McMahon doth the like —

Afterwards that is to say on the Seventh day of August

Term before the Justices of the Supreme Court of Judicature at Madras came the parties aforesaid by their respective attorneys aforesaid, Whereupon all and Singular the premises being seen and by the Court here fully understood - It appears to the said Court that the said Andrapillay and Commanny did not undertake or promise in manner and form as the said Mootammall in above thereof complained against them - Therefore it is Considered by the said Court here that the said Mootammall take nothing by his said Plaint but that she and her pledges &c be amerced &c and that the said Mootammall do go thereof without day - And it is further ordered by the Court here that the said Andrapillay and Commanny do recover against the said Mootammall Sixty nine Star Pagodas and sixteen fanams for their Costs and Charges laid out by them about their defence in this behalf by the Court here adjudged to the said Andrapillay and Commanny and with their assent and that the said Andrapillay and Commanny have Execution thereof &c

Judgment signed for the Defts the 9 Oct 1802

W Temple Prothy

And thereupon the said Andrapillay and Commanny by Townes Disney their attorney pray a writ of our Lord the King to be directed to the Sheriff of Madraspatnam Commanding him that he Cause to be taken the body of Mootammall in Satisfaction of their Costs and Charges by them laid out about their Defence in this behalf so adjudged to her as aforesaid - And it is granted unto them returnable here on the

Commitment against the Plaintiff for Costs served his 9th day of Octr 1802

Read before the Honorable Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and Two -

Fort St George Madras — Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chetty put in their place Robert Orme their attorney against Bundy Chengalroy Naick in a Plea of Debt -

Fort St George Madras — The said Bundy Chengalroy Naick puts in his place Charles Walters his attorney at the Suit of the said Chintala Narasimooloo Chetty and Cotta Ramanjooloo Chitty in the Plea aforesaid -

Fort St George Madras — Be it remembered that on the first day of January in the Vacation of the Fourth Term in the Year of our Lord one thousand eight hundred and two, before the said Supreme Court of Judicature at Madras came Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty by Robert Orme their attorney and brought into the same Court then there their Certain Plaint against Bundy Chengalroy Naick in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these Words to wit Fort Saint George Madras Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty by Robert Orme their Attorney Complain of Bundy Chengalroy Naick of Madras Inhabitant and as such Subject to the Jurisdiction of this Honorable Court of a Plea that he render to them the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty Four hundred and Sixty five Star Pagodas Current Money of Madras aforesaid, which he the said Bundy Chengalroy Naick owes to and unjustly detains from

Plaint in debt filed 18th Febry 1802

suit on the Twenty fourth day of September in the year of Christ one thousand eight hundred and one at Madras aforesaid by his certain writing obligatory sealed with the Seal of the said Bundy Chengalroy Naick and now shown to the Court here the date whereof is on the day and year aforesaid acknowledged himself to be held and firmly bound unto the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty in the penal Sum of Four hundred and forty two Star Pagodas Current Money of Madras aforesaid to be paid to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty when he the said Bundy Chengalroy Naick should be thereto afterwards requested Yet the said Bundy Chengalroy Naick (although often requested &c) hath not yet paid the said Sum of Four hundred and forty two Star Pagodas above demanded or any part thereof to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty or either of them But to pay the same or any part thereof to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty or either of them He the said Bundy Chengalroy Naick hath hitherto wholly refused and still doth refuse to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty their Suit &c

imparlance

And afterwards to wit in the first Term of the said year in the said Supreme Court of Judicature at Madras like which Term the said Bundy Chengalroy Naick had Leave to imparl to the said Plaint and then to answer the same came as well the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty by their said attorney as the said Bundy Chengalroy Naick by Charles Walters his attorney and the said Bundy Chengalroy Naick defendy the wrong and injury when &c and prays oyer of the said writing obligatory and it is read to him as following to wit Know all men by these Presents that I Bundy Chengalroy Naick of Madras Inhabitant am held and firmly bound unto Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty of the same place inhabitants in the penal Sum of four hundred and forty two Star Pagodas Current Money of Madras to the payment whereof well and truly to be made to the said

Plea filed 10th March 1802

Chitty and Cotta Ramanjooloo Chitty their Heirs Executors Administrators or Assigns I do hereby bind myself my Heirs Executors and Administrators firmly by these presents In Witness whereof I have hereunto Set my hand and Seal in Madras this 24th day of September in the year one thousand eight hundred and one - and also prays oyer of the condition of the said writing obligatory and it is also to him in these words read To wit Whereas the above bound Bundy Chengalroy Naick hath borrowed and received of the above named Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty the full and just Sum of Two hundred and twenty one Star Pagodas Current Money of Madras to run at Interest at the rate of twelve per Cent per annum payable in six Weeks from the date hereof Now the Condition of this obligation is such that if the above bound Bundy Chengalroy Naick his Heirs Executors Administrators or Assigns shall well and truly pay or Cause to be paid unto Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty their Heirs Executors Administrators or Assigns the full and just Sum of two hundred and twenty one Star Pagodas together with such Interest as shall or may become due thereupon then this obligation to be void and of no Effect otherwise to remain in full force and virtue which being read and heard the said Bundy Chengalroy Naick says that he ought not to be Charged with the said Debt by virtue of the said writing obligatory because he says that the same is not his Deed and of this he puts himself upon the Court &c And for further Plea in this behalf the said Bundy Chengalroy Naick by Leave of the Court here for this purpose first had and obtained according to the form of the Statute in such Case made and provided says that the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty ought not to have or maintain their aforesaid action thereof against him the said Bundy Chengalroy Naick because he says that he the said Bundy

Condition to wit on the Twenty second day of November in the year one thousand eight hundred and one at Madras aforesaid paid to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty the said principal Sum of Five Hundred and Twenty one Star Pagodas Mentioned in the said Condition with all Interest then due for same according to the form of the Statute in such Case made and provided and this he is ready to verify wherefore he prays Judgment of the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty ought to have or Maintain their aforesaid action thereof against him the said Bundy Chengalroy Naick &c. And for further Plea in this behalf the said Bundy Chengalroy Naick by like leave of the Court here for this purpose first had and obtained according to the form of the Statute in such Case made and provided Says that the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty ought not to [illegible] that at the time of the Commencement of the action in this Cause there was not due and owing from the said Bundy Chengalroy Naick to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty by Virtue of the said writing obligatory and the Condition thereof the Sum of Thirty Pagodas more and that they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty at the time of the Commencement of the action were and still are indebted to the said Bundy Chengalroy Naick in a Much larger Sum of Money than the money so due and owing from the said Bundy Chengalroy Naick and Cotta Ramanjooloo Chitty by Virtue of the said writing obligatory and Condition to wit in the Sum of Three hundred Pagodas for divers Lottery Tickets and Shares in a Certain Lottery of Certain Jewels Goods wares and Merchandizes and for divers other goods wares and Merchandizes by the said Bundy Chengalroy Naick before that time sold and Delivered to the said Chintala Narasimooloo Chitty and Cotta [illegible]

their like Special instance and request and also for other Money before that time due and owing from the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty to the said Bundy Chengalroy Naick upon an account Stated between them out of which said Sum of Three hundred Pagodas the said Bundy Chengalroy Naick is ready and willing and hereby offers to set off and allow to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty so much Money as will be sufficient to Satisfy all the Money due by Virtue of the said writing obligatory and Condition and all damages sustained by Occasion of detaining the same according to the form of the Statute in such Case made and provided and this the said Bundy Chengalroy Naick is ready to Verify wherefore he prays Judgment if the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty ought to have or Maintain their aforesaid action thereof against him the said Bundy Chengalroy Naick &c.

Replication filed 11th September 1807

And afterwards to wit in the Third Term of the same year came the Parties aforesaid by their attorneys aforesaid and thereupon the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty as to the said Plea of the said Bundy Chengalroy Naick by him first above pleaded in bar and whereof he hath put himself upon the Court they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty do the like And as to the said Plea of the said Bundy Chengalroy Naick by him secondly above pleaded in bar they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty say that they by reason of any thing by the said Bundy Chengalroy Naick in that Plea alledged ought not to be barred from having and Maintaining their aforesaid action thereof against him the said Bundy Chengalroy Naick because they say that the said Bundy Chengalroy Naick on the Twenty second day of November in the year one thousand

eight hundred and one or at any other time pay to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty the said Principal Sum of Two hundred and Twenty one Star Pagodas Mentioned in the said Condition or any part thereof nor the Interest then due for the same or any part thereof in Manner and form as the said Bundy Chengalroy Naick hath in his said Plea in that behalf above alleged: and this they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty pray may be enquired of by the Court and the said Bundy Chengalroy Naick doth the like as to the said Plea of the said Bundy Chengalroy Naick by him first above pleaded in bar they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty say that they by reason of any thing by the said Bundy Chengalroy Naick in that Plea alleged ought not to be barred from having and Maintaining their aforesaid action thereof against him the said Bundy Chengalroy Naick because they say that at the time of the Commencement of the action in this Cause there was then due and owing from the said Bundy Chengalroy Naick to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty by Virtue of the said writing obligatory and the Condition thereof a much larger or greater Sum than the said Sum of Thirty Pagodas to wit the said Principal Sum of Two hundred and Twenty one Star Pagodas Mentioned in the said Condition with all Interest thereon due for the same And for further Replication in this behalf the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty say that they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty were not nor are indebted to the said Bundy Chengalroy Naick in manner and form as the said Bundy Chengalroy Naick hath in his said Plea in that behalf above alleged and this they the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty pray may be enquired of by the Court and the said Bundy Chengalroy

And Now in this same Fourth Term that is to say on the Twenty second day of September to which day was given as well to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty as to the said Bundy Chengalroy Naick to inform the Court of the Premises aforesaid by their said Attornies and the said Court having heard the respective Allegations of the Parties and examined the truth thereof and duly and deliberately considered the Evidence, as to the first Issue joined between the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty and the said Bundy Chengalroy Naick they say that the said writing obligatory in the Plaint Mentioned is the Deed of the said Bundy Chengalroy Naick as the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty in that behalf therein alleged and as to the second Issue joined between the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty and the said Bundy Chengalroy Naick the said Court say that the said Bundy Chengalroy Naick did not on the Twenty second day of November in the Year one thousand eight hundred and one pay to the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty the said principal Sum of Two hundred and twenty one Star Pagodas Mentioned in the said Condition of the said writing obligatory nor the Interest then due for the same or any part thereof according to the form of the Statute in such case made and provided in Manner and form as the said Bundy Chengalroy Naick hath in his said Plea in that behalf above alleged and as to the third Issue joined between the said Chintala Narasimooloo Chitty and Cotta Ramanjooloo Chitty and the said Bundy Chengalroy Naick the said Court say that at the time of the Commencement of the action in this Cause there was then due

Narasimoolee Chitty and Cotta Ramanjoolee Chitty by Virtue of the said Contract gave and the Condition thereof a much larger or greater Sum than the said Sum of Thirty Pagodas to wit the said Principal Sum of Two Lacks of Pagodas one Star Pagodas Mentioned in the said Condition and all Interest due for the same in Manner and Form as the said Chintala Narasimoolee Chitty and Cotta Ramanjoolee Chitty have in their Replication to the Plea of the said Bundy Chengalroy Naick in that behalf therein alledged and the said Court doth say that the said Chintala Narasimoolee Chitty and Cotta Ramanjoolee Chitty were not nor are indebted to the said Bundy Chengalroy Naick in Manner and Form as the said Bundy Chengalroy Naick in his said Plea in that behalf alleged — Therefore it is considered that the said Chintala Narasimoolee Chitty and Cotta Ramanjoolee Chitty do recover against the said Bundy Chengalroy Naick their said Debt and also one hundred and Twenty one Pagodas and twenty eight fanams for their Costs and Charges by the Court now here adjudged to the said Chintala Narasimoolee Chitty and Cotta Ramanjoolee Chitty by their agent and for the said Bundy Chengalroy Naick in as much as he has denied the Debt to be taken &c.ª

Judgment for Pltf. on the 9th Oct. 1802

W. Temple Dr Costs

Commitment against the Defendant for Debt & Costs filed 9th Oct. 1802

And thereupon the said Chintala Narasimoolee Chitty and Cotta Ramanjoolee Chitty by Robert Orme their Attorney pray a writ of our Lord the King to be directed to the Sheriff of Madras Patam. Commanding him that he cause to be taken the body of Bundy Chengleroy Naick in Satisfaction of their Debt & Costs — And it is granted unto them Returnable here on the

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Palavy Chocalingum Moodelly Son and Representative of Palavy Caula Leapah Moodelly deceased sues in his proper Towne Disney his Attorney against Doogarauyy Patnam Comoolty Cota Narasimmaloo in a Plea of debt -

Fort St George Madras } The said Doogarauyy Patnam Comoolty Cota Narasimmaloo in his person at the Suit of the said Palavy Chocalingum Moodelly in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and two Before the said Supreme Court of Judicature at Madras came Palavy Chocalingum Moodelly Son and Representative of Palavy Caulabeapah Moodelly deceased by Townes Disney his Attorney and brought into the same Court then there his Certain Plaint against Doogarauyy Patnam Comoolty Cota Narasimmaloo in a Plea of debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort Saint George Palavy Chocalingum Moodelly Son and Representative of Palavy Caulabeapah Moodelly by his Attorney Townes Disney Complains of Doogarauyy Patnam Comoolty Cota Narasimmaloo an Inhabitant of Madras and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea that he render to the said Palavy Chocalingum Moodelly one hundred and thirty one and a half Star Pagodas Current Money of Madras which he owes to and unjustly detains from him For that

Plaint in Debt filed 26th August 1802

recover against the said Cota Narasimmalee the damages aforesaid to by him, in form aforesaid, acknowledged and also the sum of Sixty star Pagodas and Twenty fanams for his Costs and Charges by the Court here adjudged to the said Palamy Chocalingum Moodelly by his aforesaid which damages in the whole amount to the sum of three hundred and Sixty three Star Pagodas, forty two fanams and forty Cash and the said Cota Narasimmalee in mercy &c.

Mercy

Writ of Execution Issued the 21st Octr 1802.

And thereupon the said Palamy Chocalingum Moodelly by Thomas Binny his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras Spatrum to cause him to levy and make of the Houses Lands Debts and other Effects which belong to the said Cota Narasimmalee the Sum of three hundred and sixty three Pagodas forty two fanams and forty Cash, and it is granted unto him returnable here on

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two –

Fort St George Madras } Thomas Binny puts in his place Charles Walters his attorney against Thomas Chase, James Connell and Stephen Dimely Totten in a plea of Trespass –

Fort St George Madras } The said Thomas Chase, James Connell and Stephen Dimely Totten put in their place Emanuel Samuel their attorney in the plea aforesaid –

Fort St George Madras } Be it remembered that on the twenty eighth day of June in the Vacation after the second Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Thomas Binny by Charles Walters his attorney and brought into the said Court then and there his certain Plaint against Thomas Chase, James Connell and Stephen Dimely Totten in a Plea of Trespass and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words

Plaint filed 30th June 1802 upon a Policy of insurance –

Fort Saint George Madras Thomas Binny by Charles Walters his attorney Complains of Thomas Chase, James Connell and Stephen Dimely Totten being British Subjects and as such persons liable to the Jurisdiction of this Honble Court For that whereas the said Thomas Binny heretofore, to wit on the fifth day of September in the Year of our Lord one thousand eight hundred and one at Fort Saint George Madras aforesaid according to the Custom of Merchants caused and procured to be made a certain

writing or Policy of assurance subscribing thereby and Contracting therein amongst other things that the said Thomas Bunny by the Name and Description of the said Thomas Bunny as well in his own Name as for and in the Name and Names of all and every person or persons to whom the same did might or should appertain in part or in all did Make assurance and Caused himself and them and every of them to be Insured lost or not lost at and from the Malacca's to all Ports and Places within the Company's limits of Trade upon the Body Tackle apparel Ordnance Munition, Artillery Boat and other Furniture also the Goods and Merchandizes of and in the Good Ship or Vessel Called the Success Galley Burthen Tons or thereabouts whereof was Master under God for that then present Voyage and whosoever else should go for a Master in the said Ship or by what Name or Names the said Ship or the Master thereof was or Should be Named or called Beginning the adventure upon the said Bottom Goods and Merchandizes whatsoever from and immediately following the Loading thereof on board the said Ship and so to Continue and endure until the said Ship and all her Tackle apparel Ordnance Munition Artillery Boat and other Furniture also her Goods and Merchandizes should be arrived at and the same Safely delivered from on board of her and it should be Lawful for the said Ship in that Voyage to proceed and sail to and touch and Stay at any Ports and places whatsoever for Necessary refreshments or repairs without prejudice to that Insurance the said Ship and the Goods and Merchandizes laden therein for so much as Concerned the assured were and should be rated and Valued by agreement at Fifteen thousand Rix Dollars Touching the adventures and perils which they the assurers were contented to bear and did take upon themselves in that Voyage, they were of the Enemies Men of War, Fire Enemies, Pirates, Rovers, Thieves, Jettizons, Letters of Mart and Countermart, Surprizals, Takings at Sea, Arrests, Restraints and Detainments of all Kings Princes and Peoples of what Nation Condition or Quality soever, Barratry of the Master and Mariners and of all other perils, Losses and Misfortunes that have or should come to the hurt detriment or damage of the Ship and her Cargo or any part thereof and in Case of any Loss or Misfortune it should be Lawful for the assured their Factors Servants and assigns to sue labour and travel for in and about the defence Safeguard and recovery of the said Ship and her Cargo or any part thereof without prejudice to that Insurance to the Charges whereof they the assurers would Contribute and it was agreed by them the assurers that that writing or Policy of assurance should be of as much force and effect as the surest writing or Policy of assurance made in London and so they

thereby promise and bind themselves their heirs Executors Goods and Chattels to the assured their Executors Administrators and assigns for the true performance of the premises Confessing themselves paid the Consideration due unto them for that assurance at and after the rate of four and a half per Cent and they the said assurers did Covenant promise and agree and oblige themselves their heirs Executors Goods and Chattels in Case of Loss happening (which God forbid) to satisfy and pay the sum of Money by them so assured upon the abatement of two per Cent and no more, Provided always that they paid the Sum of Money so assured at the Expiration of Six Months after proper Notice thereof being given to them the assurers, otherwise no abatement whatsoever to be made, but to pay the full Sum any Usage or Custom to the Contrary Notwithstanding and it was thereby further agreed that if any difference or dispute should arise between the assured and

and they the aforesaid assurers should be referred to arbitrators and the said
the one part should name one or two proper persons for arbitrators and
they the assurers on the other part should do the like & the party having
the option to prefer the greater number to which the other party must
Conform that such two or four persons so Chosen not agreeing or in case
should Call in a third or fifth person as umpire by the Judgment award
and determination of which two or four persons or three or five persons or
the Major part of them the said assured and they the assurers should
be finally bound and in and by the said writing or Policy of assurance
it was provided that fourteen days only were allowed to end the property
after the Ships arrival an Exception was declared in and by the said
writing or Policy of assurance against any Risk or detention of the governors
of Siam or Pegu which risks were to be borne by the assured and not by
the assurers and an Exception was also thereby declared against the risk of
the Coast of Coromandel between the fifteenth October and the fifteenth
December both days inclusive which Exception included the whole Coast between
Ganjam and Cape Comorin any thing therein before Contained to the Contrary
notwithstanding and it was also provided in and by the said writing
or Policy of assurance that the said Vessel and freight should be free
of Average under ten per Cent unless general or the Vessel be Stranded
and Ships provisions of all kinds were thereby warranted free from average
unless general or the Ship should be Stranded, Salt Sugar Fruit Rice
Wheat and Seed were warranted free from average under ten per Cent
and all other Goods free of average under five per Cent unless general
or the Ship should be Stranded and the said Insurance was by the
said writing or Policy of assurance declared to be upon the Body or
interest might appear and Excepted to the Cabl

detention of any European or American Power and to Cover only the
dangers of the Sea, and it was also by the said writing or Policy
of assurance declared that that Insurance was to Commence on the
first of June and end on the Fourteenth October then next ensuing both
days included as by the said writing or Policy of assurance more fully
appears, of which said writing or Policy of assurance the said Thomas
Chase James and Stephen Dinely afterwards to wit on the same day
and Year aforesaid at Fort Saint George Madras aforesaid had Notice
And thereupon afterwards to wit on the same day and Year aforesaid
at Fort Saint George Madras aforesaid in Consideration that the said
Thomas Binny at the special Instance and Request of the said Thomas
Chase James and Stephen Dinely the Sum of six hundred and
twenty four Star Pagodas of the Current Money of Madras as a premium
and reward for the assurance of fifteen thousand Star Pagodas of and
upon the said Ship the Success Galley in the said writing or Policy of
assurance mentioned and had undertaken and then and there faithfully
promised the said Thomas Chase James and Stephen Dinely to
perform and fulfil all things in the said writing or Policy of
assurance Contained on the part and behalf of the assured to be
performed and fulfilled they the said Thomas Chase James and Stephen
Dinely undertook and then and there faithfully promised the said Thomas
Binny that they the said Thomas Chase James and Stephen Dinely
would become assurers to the said Thomas Binny for the said Sum
of fifteen thousand Pagodas of and upon the said Ship or Vessel in the
said writing or Policy of assurance mentioned and would do perform

Contained on their part and behalf to be done performed and fulfilled as such assurers to the said Thomas Binny for the said sum of fifteen thousand Star Pagodas according to the form and Effect of the said writing or Policy of assurance and the said Thomas Chase James and Stephen Dinely therein became assurers to the said Thomas Binny and subscribed the said writing or Policy of assurance as such assurers for the said sum of fifteen thousand Star Pagodas accordingly to wit at Fort Saint George Madras aforesaid - and the said Thomas Binny in fact says that the said Ship or Vessel in the said Writing or Policy of assurance mentioned and before and on the first day of June in the said writing or Policy of assurance Mentioned was in good Safety at the Moluccas in the said Policy mentioned to wit at Madras and ready bound on a Voyage to divers ports and places within the Company's limits of trade in the said writing or Policy of assurance specified and that he the said Thomas Binny at the time of the sailing of the said Ship or Vessel in the said writing or Policy of assurance Mentioned in the Voyage aforesaid and also at the time of the loss hereinafter mentioned was interested in the said Ship or Vessel in the said Writing or Policy of assurance Mentioned to a large amount and beyond the amount of all the Monies ever insured thereon to wit to the amount of Twenty thousand Pagodas to wit at Madras aforesaid and the said Thomas Binny further says that the said Ship or Vessel in the said writing or Policy of assurance mentioned afterwards and between the said first day of June and the said Fourteenth day of October in the said Writing or Policy of assurance Mentioned to wit on the Eighteenth day of August in the year one thousand eight hundred and one the navigating between divers ports and places within the Company's limits of trade and at and between the Malacca Islands in the said Policy of insurance mentioned

being two of the said Malacca Islands was by the mere force and violence of the winds and waves burged wrecked foundered and sunk and wholly lost of all which premises the said Thomas Chase James and Stephen Dinely afterwards and more than Six Months before filing the Plaint of the said Thomas Binny in this behalf had Notice and by reason thereof the said Thomas Chase James and Stephen Dinely then and there became liable to pay to the said Thomas Binny the said sum of fifteen thousand Pagodas so by them Insured as aforesaid in and by the said writing or Policy of assurance according to the tenor and Effect thereof and of the said promise and Undertaking so by the said Thomas Chase James and Stephen Dinely made in that behalf as aforesaid And whereas also the said Thomas Binny afterwards to wit on the said fifth day of September in the year of our Lord one thousand eight hundred and one at Fort Saint George Madras aforesaid according to the Usage and Custom of Merchants aforesaid caused and procured to be made a certain other writing or Policy of assurance purporting thereby and Containing therein amongst other things that the said Thomas Binny by the Name and Discription of Captain Thomas Binny as well in his own Name as for and in the Name and Names of all and every person or persons to whom the same did might or should appertain in part or in all did make assurances and caused himself and them and every of them to be Insured Lost or not Lost at and from the Moluccas to all ports and places within the Company's limits of Trade upon the Body tackle apparel Ordnance Munition artillery Boat and other furniture also the Goods and Merchandizes of and in the good Ship or Vessel called the Success Galley burthen Tons or thereabouts whereof was Master under God for that then present Voyage or Whosoever else should or for a Master in the said Ship or by whatsoever other Name or Names

Continued on their part and behalf to be done performed and fulfilled as ought appear to the said Thomas Binny for the said sum of fifteen thousand Star Pagodas according to the form and Effect of the said writing or Policy of assurance and the said Thomas Chase James and Stephen Dinely thereupon there became assurers to the said Thomas Binny and subscribed the said writing or Policy of assurance as such assurers for the said sum of fifteen thousand Star Pagodas accordingly to wit at Fort Saint George Madras aforesaid - And the said Thomas Binny in fact says that the said Ship or Vessel in the said Writing or Policy of assurance mentioned and before and on the first day of June in the said writing or Policy of assurance Mentioned was in good Safety at the Molucca's in the said Policy mentioned to wit at Madras aforesaid bound on a Voyage to divers ports and places within the Company's limits of trade in the said writing or Policy of assurance specified and that he the said Thomas Binny at the time of the Sailing of the said Ship or Vessel in the said writing or Policy of assurance Mentioned in the Voyage aforesaid and also at the time of the last hereinafter mentioned was interested in the said Ship or Vessel in the said Writing or Policy of assurance Mentioned to a large amount and beyond the amount of all the Monies war insured thereon to wit to the amount of Twenty thousand Pagodas to wit at Madras aforesaid and the said Thomas Binny further says that the said Ship or Vessel in the said writing or Policy of assurance mentioned aforesaid and between the said first day of June and the said Fourteenth day of October in the said Writing or Policy of assurance Mentioned to wit on the Eighteen th day of August in the Year one thousand eight hundred and one the Navigating between divers ports and places within the Company's limits of trade and at and between the Malacca Islands in the said Policy of insurance mentioned

during the Currency of the said Policy of assurance was by the mere force and Violence of the Winds and Seas burst Wrecked foundered and sunk and Wholly Lost of all which premises the said Thomas Chase James and Stephen Dinely afterwards and More than Six Months before filing the Plaint of the said Thomas Binny in this behalf had Notice and by reason thereof the said Thomas Chase James and Stephen Dinely then and there became liable to pay to the said Thomas Binny the said Sum of fifteen thousand Pagodas so by them Insured as aforesaid in and by the said Writing or Policy of assurance according to the tenor and Effect thereof and of the said promise and Undertaking so by the said Thomas Chase James and Stephen Dinely made in that behalf as aforesaid . And whereas also the said Thomas Binny afterwards to wit on the said fifth day of September in the Year of our Lord one thousand eight hundred and one at Fort Saint George Madras aforesaid according to the Usage and Custom of Merchants aforesaid Caused and procured to be Make a certain other Writing or Policy of assurance purporting thereby and Containing therein amongst other things that the said Thomas Binny by the Name and Discription of Captain Thomas Binny as well in his own Name as for and in the Name and Names of all and every person or persons to whom the same did might or should appertain in part or in all did make assurances and Caused himself and them and every of them to be Insured Lost or not Lost at and from the Molucca's to all ports and places within the Company's limits of Trade upon the Body tackle apparel Ordnance Munition Artillery Boat and other furniture also the Goods and Merchandizes of and in the good Ship or Vessel called the Success Galley burthen Tons or thereabouts whereof was Master under God for that then present Voyage or Whosoever else should go for a Master in the said Ship or by whatsoever other Name or Names

the Adventure upon the said Cotton Goods and Merchandizes untill same from and immediately following the Loading thereof on board the said Ship and so to Continue and endure untill the said Ship with all her Tackle Apparel Ordnance Munition Artillery Boats and Other Furniture and her Goods and Merchandizes should be arrived at and the same be safely discharged from on board of her and it should be Lawful for the said Ship in that Voyage to proceed and sail to and touch and stay at any Ports and Places whatsoever for Trading Refreshments or Repairs without prejudice to that Insurance the said Ship and the Goods and Merchandizes Laden thereon for so much as Concerned the assured were and Now do Value and Valued by agreement at Fifteen thousand Star Pagodas touching the Adventures and perils which they the assurers were Contented to bear and did take upon themselves in that Voyage they were of the Seas Men of war Fire Enemies Pirates Rovers Thieves Jettisons Letters of Mart and Counter Mart Surprisals takings at Sea Arrests Restraints and Detainments of all Kings Princes and People of what Nation Condition or Quality soever Barratry of the Master and Mariners and of all other perils Losses and Misfortunes that have or should come to the hurt detriment or damage of the Ship and her Cargo or any part thereof - and in Case of any Loss or Misfortune it should be Lawful for the assured their Factors Servants and assigns to use Labour and Travel for and about the defence Safeguard and Recovery of the said Ship and her Cargo or any part thereof without prejudice to that Insurance to the Charges whereof they the assurers would Contribute and it was agreed by them the assurers that that Writing or Policy of assurance should be of as much force and effect as the Surest Writing or Policy of assurance made in London and they the assurers were Contented and did thereby promise and bind themselves their Heirs Executors Goods and Chattels to the assured their Executors Administrators and assigns for the true performance of the premises Confessing themselves paid the Consideration due unto them

after the Rate of four and a half per Cent and they the said assurers did Covenant promise and agree and oblige themselves their Heirs Executors Goods and Chattels in Case of the Loss happening (which God forbid) to Satisfy and pay the Sum of Money by them so assured upon the abatement of two per Cent and no more Provided always that they paid the Sum of Money so assured at the Expiration of six Months after proper Notice thereof being given to them the assurers Otherwise no abatement whatsoever to be made but to pay the full sum any Usage or Custom to the Contrary Notwithstanding and it was thereby further agreed that if any Difference or Dispute should arise between the assured and they the assurers it should be referred to arbitration and the assured on the one part should name over two proper persons for arbitrators and they the assurers on the other part should do the like either party having the option to prefer the greater Number to which the other party Must Conform that such two or four persons so Chosen not agreeing on an award and in and by the said last mentioned writing or Policy of assurance it was provided that fourteen days only were allowed to land the property after the Ships arrival an Exception was declared in and by the said last mentioned writing or Policy of assurance against any Risk or Detention of the Government of Siam or Pegue which Risks were to be borne by the assured and Not by the assurers and an Exception was also thereby declared against the Risk of the Coast of Coromandel between the fifteenth October and the fifteenth December both days included which Exception included the whole Coast between Ganjam and Cape Camorin any thing therein before Contained to the Contrary Notwithstanding - and it was also provided in and by the said last mentioned writing or Policy of assurance that the said Vessel and freight should be free of average under ten per Cent unless general or the Vessel be Stranded and Ships provisions were thereby Warranted free from average unless general or the Ship

ten per Cent Dell Father [illegible] from Average under [illegible] per Cent Clear [illegible] the Ship should be [illegible]
the said Insurance was by the said last mentioned writing or Policy of Assurance
to be upon the Block as Interest might appear and against the Perils
Detention of any European or American Power and to Come only the Voyage
Seas And it was also by the said last mentioned writing or Policy of Assurance
Declared that the Insurance was to Commence on the first of June and to
Fourteenth of October then Next ensuing both Days included as by the said last mentioned
Writing or Policy of Assurance more fully appears whereupon the said
or Policy of Assurance the said Thomas Chase James and Stephen Dinely afore
to wit on the same day and Year aforesaid at Fort Saint George Madras aforesaid
Notice And thereupon afterwards to wit on the same day and year aforesaid at
Fort Saint George Madras aforesaid in Consideration that the said Thomas Binny
the Special Instance and Request of the said Thomas Chase James and Stephen
Laid then and there paid to the said Thomas Chase James and Stephen Dinely the
of Six hundred and Seventy five Star Pagodas of the Current Money of Madras as
Premium and Reward for the Assurance of Fifteen Thousand Star Pagodas of and upon
said Ship the Success Galley in the said last Mentioned writing or Policy of Assurance
mentioned and had undertaken and then and there faithfully promised the said Thomas
Chase James and Stephen Dinely to perform and fulfill all things in the said last mentioned
writing or Policy of Assurance Contained on the part and behalf of the assured to be performed
and fulfilled they the said Thomas Chase James and Stephen Dinely undertook and
then and there faithfully promised the said Thomas Binny that they the said Thomas Chase
James and Stephen Dinely would become assurers to the said Thomas Binny for the said
Sum of Fifteen Thousand Pagodas of and upon the said Ship or Vessel in the said last mentioned
writing or Policy of Assurance mentioned and would do perform and fulfill all things
in the said last Mentioned writing or Policy of Assurance Contained on their part and behalf
to be done performed and fulfilled as such assurers to the said Thomas Binny for the said
Sum of Fifteen Thousand Star Pagodas according to the form and Effect of the said last
mentioned writing or Policy of Assurance and the said Thomas Chase James &

Dinely then and there became assurers to the said Thomas Binny and Subscribed the said
last mentioned writing or Policy of Assurance as such assurers for the said Sum of Fifteen
Thousand Star Pagodas accordingly to wit at Fort Saint George Madras aforesaid and the
said Thomas Binny in fact Says that the said Ship or Vessel in the said last mentioned
writing or Policy of Assurance mentioned and before and on the first day of June in the
said last Mentioned writing or Policy of Assurance Mentioned was in good Safety at the
Molluccas in the said last mentioned Policy mentioned to wit at Madras and was bound
from thence on a Voyage to divers ports and places within the Companys limits of
trade in the last mentioned writing or Policy of Insurance specified and the said Thomas
Binny further saith that at the time of the sailing of the said last Mentioned Ship or
Vessel in the said last mentioned writing or Policy of Assurance mentioned on the
Voyage aforesaid and also at the time of the loss hereinafter mentioned the Nabob
of Arcott was Interested in the said Ship or Vessel in the said last Mentioned writing
or Policy of Assurance Mentioned to a large amount and beyond the amount of
the Monies ever insured thereon to wit to the amount of Twenty thousand Star Pagodas
to wit at Madras aforesaid and that he the said Thomas Binny make the said last
mentioned Insurance in trust for and for the Use and benefit and on account of the said
Nabob and the said Thomas Binny further Says that the said Ship or Vessel in the last
Mentioned writing or Policy of Assurance mentioned afterwards and between the said
first day of June and the said Fourteenth day of October in the said last mentioned writing
or Policy of Assurance mentioned to wit on the Eighteenth day of August in the said Year
one thousand eight hundred and two then Navigating between divers Ports and places within
the Companys Limits of Trade and at and between the Malucca Islands in the said
last Mentioned Policy of Assurance Mentioned from the Island of Arooka otherwise
Called Saparoa to the Island of Amboyna being two of the said Malucca Islands
was by the mere force and Violence of the winds and waves bulged wrecked foundered
and Sunk and was wholly lost of all which premises the said Thomas Chase James
and Stephen Dinely afterwards and more than Six Months before filing the Plaint

Thomas Chase James and Stephen Dimby then and there became liable to pay to the said Thomas Bunny the said Sum of Fifteen Thousand Pounds or by them assured as aforesaid in and by the said last Mentioned writing or Policy of Assurance according to the true Effect thereof and of the said Premises and undertaking of the said Thomas Chase James and Stephen Dimby made in that behalf as aforesaid And Whereas also the said Thomas Bunny afterwards to wit on the said fifth day of September in the year of our Lord one thousand eight hundred and one at Fort Saint George Madras aforesaid according to the Usage and Custom of Merchants aforesaid Caused and procured to be made Certain other Writing or Policy of Assurance purporting thereby and Containing therein amongst other things that the said Thomas Bunny by the name and description of Captain Thomas Bunny as well in his own Name as for and in the Name and Names of all and every person or persons to whom the same did might or should appertain in part or in all did make Assurance and Caused himself and them and every of them to be Insured lost or not lost at and from the Maldives to all Ports and Places within the Companys limits of trade upon the body tackle apparel Ordnance Munition artillery Boat and other furniture also the goods and Merchandizes of and in the good Ship or Vessel Called the Success Galley burthen Tons or thereabouts Whereof was Master under God for that then present Voyage or whosoever else should go for a Master in the said Ship or by what soever other Name or Names the said Ship or the Master thereof was or should be named or Called Beginning the adventure upon the said Bottom Goods and Merchandizes whether from and immediately following the Loading thereof on board the said Ship and so to Continue and endure untill the said Ship with all her Tackle apparel ordnance Munition artillery Boat and other furniture also her Goods and Merchandizes should be arrived at and the same be safely delivered from on board the And it should be lawful for the said Ship in that Voyage to proceed and Sail to touch and Stay at any Ports and Places whatsoever for Necessary Refreshments or Repairs without prejudice to that Insurance the said Ship and the Goods and Merchandizes laden thereon for so much as Concerned the assured were and should

the adventures and Perils which they the assurers were Contented to bear and did take upon themselves in that Voyage they were of the Seas Men of war Fire Enemies Pirates Rovers Thieves Jettizons Letters of Mart and Counter Mart Surprisals Takings at Sea arrests Restraints and detainments of all Kings Princes and People of what Nation Condition or Quality soever Barretry of the Master and Mariners and of all other Perils Losses and Misfortunes that have or should come to the hurt detriment or Damage of the Ship and her Cargo or any Part thereof And in Case of any Loss or Misfortune it should be Lawful for the assured their Factors Servants and assigns to sue Labour and travel for in and about the defence Safeguard and Recovery of the said Ship and her Cargo or any Part thereof without prejudice to that Insurance to the Charges whereof they the assurers would Contribute And it was agreed by them the assurers that that writing or Policy of assurance should be of as much force and Effect as the Surest writing or Policy of assurance made in London And so they the assurers were Contented and did thereby Promise and bind themselves their heirs Executors Goods and Chattels to the assured their Executors Administrators and assigns for the true Performance of the Premises Confessing themselves paid the Consideration due unto them for that assurance at and after the Rate of Four and a half per Cent And they the assurers did Covenant Promise and agree and oblige themselves their heirs Executors Goods and Chattels in Case of Loss happening (which God forbid) to satisfy & pay the sum of Money by them so assured upon the abatement of two per Cent and no more Provided always that they paid the Sum of Money so assured at the Expiration of Six Months after proper Notice thereof being given to them the assurers Otherwise no abatement whatsoever to be made but to pay the full Sum any Usage or Custom to the Contrary Notwithstanding And it was thereby further agreed that if any difference or dispute should arise

And the assured on the one Part should Name one or two proper Persons for
and they the assurers on the other part should do the like either party
the option to Prefer the greater Number to which the other Party must
that such two or four Persons so Chosen not agreeing on an Award should
in a third or fifth Person as umpire by the Judgment award and
determination of which Two or four persons or three or five Persons or
Major part of them the said assured and they the assurers should be finally bo
and in and by the said last Mentioned Writing or Policy of assurance it
was provided that fourteen days only were allowed to land the property af
the Ships arrival an Exception was declared in and by the said last mentio
writing or Policy of assurance against any Risk or detention of the Governo
of Siam or Pegue which Risks were to be borne by the assured and not by
assurers and an Exception was also thereby declared against the Ris
of the Coast of Coromandel between the Fifteenth October and the Fifteenth
December both days included which Exception included the Cochin Coast be
Ganjam and Cape Comorin any thing therein before Contained to the Contra
Notwithstanding And it was also provided in and by the said last mentio
writing or Policy of assurance that the said Vessel and freight should be fre
of average under ten per Cent unless General or the Vessel be Stranded a
Ships provisions of all Kinds were thereby warranted free from average
unless General or the Ship should be Stranded salt Sugar Sago Rice and
and Seed were warranted free from average under ten per Cent and all othe
Goods free from average under five per Cent unless General or the Ship
should be Stranded And the said Insurance was by the said last
Mentioned writing or Policy of assurance declared to be upon the Ship
as Interest Might appear and Excepted to the Capture Seizure or Detai

Sea and it was also by the said last Mentioned Writing or Policy of assurance declared
that the Insurance was to Commence on the first of June and end on the Fourteenth
of October then Next ensuing both days included as by the said last Mentioned
Writing or Policy of assurance more fully appears of which said last mentioned
Writing or Policy of assurance the said Thomas Chase James and Stephen Dimely
afterwards to wit on the same day and Year aforesaid at Fort Saint George Madras
aforesaid had Notice and thereupon afterwards to wit on the same day and year
aforesaid at Fort Saint George Madras aforesaid in Consideration that the said Thomas
Binny at the Special instance and Request of the said Thomas Chase James and
Stephen Dimely had then and there paid to the said Thomas Chase James and
Stephen Dimely the sum of six hundred and Seventy five Star Pagodas
of the Current Money of Madras as a Premium and Reward for the assurance
of Fifteen Thousand Star Pagodas of and upon the said Ship the Successfully
in the said last Mentioned Writing or Policy of assurance mentioned and had
Undertaken and then and there faithfully promised the said Thomas Chase
James and Stephen Dimely to perform and fulfil all things in the said last
mentioned Writing or Policy of assurance Contained on the Part and behalf
of the assured to be performed and fulfilled they the said Thomas Chase James
and Stephen Dimely Undertook and then and there faithfully promised the said
Thomas Binny that they the said Thomas Chase James and Stephen Dimely
would become assurers to the said Thomas Binny for the said Sum of
Fifteen Thousand Pagodas of and upon the said Ship or Vessel in the said last
Mentioned Writing or Policy of assurance Mentioned and would do perform
fulfil all things in the said last Mentioned writing or Policy of assurance
Contained on their Part and behalf to be done performed and fulfilled as
to the said Thomas Binny for the said Sum of Fifteen

thousand Star Pagodas according to the form and Effect of the said Customary Writing or Policy of assurance And the said Thomas Chase James and Stephen Dinely then and there became assurers to the said Thomas Binny and Subscribed the said last Mentioned Writing or Policy of assurance as such assurers for the said Sum of Fifteen thousand Star Pagodas accordingly Dated at Fort Saint George Madras aforesaid and the said Thomas Binny in fact says that the said Ship or Vessel in the last mentioned writing or Policy of assurance Mentioned and before and on the first day of June in the said last mentioned writing or Policy of assurance Mentioned was in good Safety at the Harbour in the said Policy last aforesaid Mentioned to wit at Madras and was bound on a Voyage to divers Ports and Places within the Companys limits of Trade in the said last mentioned writing or Policy of assurance mentioned to wit the said Thomas Binny further saith that on the said first day of June in the said Policy of Insurance Mentioned the said Nabob Ed Omrah Late Nabob of Arcott was in his life time interested in the said Ship or Vessel in the said last Mentioned writing or Policy of assurance Mentioned to a large amount and beyond the amount of all the Monies ever insured thereon to wit to the amount of Twenty thousand Star Pagodas to wit at Madras aforesaid but the said Nabob Ondut ul Omrah afterwards and before the Effecting the Insurance herein before last Mentioned and also before the Loss hereinafter Next Mentioned having died the persons entitled to the Succession to the Estate and Effects of the said Late Nabob Ondut ul Omrah were at the time of the loss hereinafter next mentioned and also at the time of effecting the said Insurance last aforesaid interested in the said Ship or Vessel in the said last Mentioned writing or Policy of assurance mentioned to a large amount and beyond the amount of all the

thereon, to wit. to the amount of Twenty thousand Star Pagodas to wit at Madras aforesaid and that he the said Thomas Binny made the last mentioned Insurance in trust for and for the use and benefit and on account of the persons so entitled to the Succession to the Estate and Effects of the said Ondut ul Omrah and the said Thomas Binny further says that the said Ship or Vessel in the last Mentioned writing or Policy of assurance Mentioned afterwards and between the said first day of June and the said Fourteenth day of October in the said Last Mentioned writing or Policy of assurance Mentioned to wit on the Eighteenth day of August in the said Year one thousand eight hundred and one then Navigating between divers Ports and Places within the Companys limits of Trade and at and between the Malacca Islands in the Last Mentioned writing or Policy of assurance Mentioned from the Island of Arooke otherwise called Saparoo to the Island of Amboyna being two of the said Molucca Islands was by the mere force and Violence of the winds and waves Lodged wrecked foundered and Sunk and wholly Lost of all which Premises the said Thomas Chase James and Stephen Dinely afterwards and more than Six Months before filing the Plaint of the said Thomas Binny in this behalf had Notice and by reason thereof the said Thomas Chase James and Stephen Dinely then and there became liable to pay to the said Thomas Binny the said Sum of Fifteen thousand Pagodas so insured as aforesaid in and by the said Last Mentioned writing or Policy of assurance according to the tenor and Effect thereof and of the said Promise and Undertaking so by the said Thomas Chase James and Stephen Dinely made in that behalf as aforesaid And whereas also the said Thomas Binny afterwards to wit on the said fifth day of September in the Year of our Lord one thousand eight hundred and one at Fort Saint George Madras

and procured to be Made a Certain other writing or Policy of Assurance Suppos-
ing thereby and Containing therein amongst other things that he the said
Timmy by the Name and Discription of Captain Thomas Timmy as well in
his own Name as for and in the Name and Names of all and every
persons to whom the same did might or should appertain in part or in all
did make Assurance and Caused himself and them and every of them to be
insured Lost or not Lost at and from the Moluccas to all Ports and Places
within the Company's limits of trade upon the body tackle apparel Ordnance
Munition artillery Boat and other furniture also the Goods and Merchandizes
of and in the good Ship or Vessel Called the Success Galley burthen
Tons or thereabouts whereof was Master under God for that present
Voyage
Ship or by whatsoever other Name or Names the said Ship or the master thereof
was or Should be Named or Called Beginning the Assurance upon the said
Bottom Goods and Merchandizes whatsoever from and immediately following the
Loading thereof on board the said Ship and so to Continue and endure until the said
Ship with all her tackle apparel Ordnance Munition artillery Boat and other
furniture also her Goods and Merchandizes Should be arrived at
the same be safely delivered from on board of her and it should be lawful for the
said Ship in that Voyage to proceed and sail to and touch and stay at any Port
and Place whatsoever for Necessary Refreshments or Upsets without prejudice
to that Insurance the said Ship and the Goods and Merchandizes laden
thereon for so Much as Concerned the assured were and should be rated and
valued by agreement at Fifteen Thousand Star Pagodas touching the Adventures
and Perils which they the assurers were Contented to bear and did take upon
themselves in that Voyage they were of the Seas Men of war Fire Enemys
Pirates Rovers Thieves Jettezons Letters of Mart

Princes and People of what Nation Condition or Quality soever Barretry of the
Master and Mariners and of all other Perils Losses and Misfortunes that have
or should come to the hurt detriment or damage of the said Ship and her Cargo
or any part thereof And in Case of any Loss or Misfortune it should be Lawful
for the assured their Factors Servants and Assigns to use labour and travel
for in and about the defence safeguard and recovery of the said Ship and
her Cargo or any part thereof without prejudice to that Insurance to the Charge
whereof they the assurers would Contribute And it was agreed by them the
assurers that that writing or Policy of assurance should be of as much force
and Effect as the surest writing or Policy of assurance made in London and
so they the assurers were Contented and did thereby promise and bind themselves
their Heirs Executors Goods and Chattels to the assured their Heirs Executors
administrators and assigns for the true performance of the premises Confessing
themselves paid the Consideration due unto them for that assurance at and
after the rate of four and a half per Cent and they the assurers did Covenant
promise and agree and oblige themselves their Heirs Executors Goods and
Chattels in Case of Loss happening which God forbid to satisfy and pay
the sum of Money by them so assured upon the abatement of Two per Cent and
no more provided always that they paid the Sum of Money so assured at the
Expiration of six Months after proper Notice thereof being given to them the
assurers Otherwise no abatement whatsoever to be made but to pay the
full sum any Usage or Custom to the Contrary Notwithstanding and it
was thereby further agreed that if any difference or dispute should arise
between the assured and they the assurers it should be referred to arbitration
and the assured on the one Part should Name one or two proper persons for
arbitrators and they the assurers on the other part should do the like

the Other party must Conform that: such Two or four persons so Chosen not agreeing or
awards Should Call in a Third or Fifth person as Umpire by the Judgment award or
determination of which Two or four persons or Three or Five persons or the Major
part of them the said assured and they the assurers should be finally bound and
and by the said last Mentioned writing or Policy of assurance it was provided that
fourteen days only were allowed to land the Property after the Ships arrival an
Exception was declared in and by the said last Mentioned writing or Policy of
assurance against any Risk or detention of the Government or of Kings or Pyrates
which Risk were to be borne by the assured and Not by the assurers and an
Exception was also thereby declared against the Risk of the Coast of Cromandel
between the fifteenth October and the fifteenth December both days included
which Exception included the whole Coast between Sumatra & Cape Co
any thing therein before Contained to the Contrary Notwithstanding and it was also provided
in and by the said last Mentioned writing or Policy of assurance that the said Ship
and freight should be free of average under ten per Cent unless General or the Ship
be Stranded and Ships provisions of all Kinds were thereby warranted free from
average unless General or the Ship should be Stranded Salt Sugar Sago Fruit
Wheat and Seed were warranted free from average under ten per Cent and
all other Goods free from average under five per Cent unless General or the
Ship should be Stranded and the said Insurance was by the said last Mentioned
writing or Policy of assurance declared to be upon the Stock as Interest might
appear and Excepted to the Capture Seizure or Detention of any European
American Power and to Cover only the dangers of the Sea and it was also by the
said last Mentioned writing or Policy of assurance declared that the said Insurance
was to Commence on the first of June and end on the fourteenth of October the
Next ensuing both days included as by the said last mentioned Writing or Policy of

assurance the said Thomas Chase James and Stephen Dinely afterwards to wit on
the same day and Year aforesaid at Fort Saint George Madras aforesaid had Notice
and thereupon afterwards to wit on the same day and Year aforesaid at Fort St George
Madras aforesaid in Consideration that the said Thomas Binny at the special
instance and request of the said Thomas Chase James and Stephen Dinely had
then and there paid to the said Thomas Chase James and Stephen Dinely the
sum of Six Hundred and Seventy five Star Pagodas of the Current Money
of Madras as a Premium and Reward for the assurance of fifteen thousand
Star Pagodas of and upon the said Ship the Success Galley in the said last
Mentioned writing or Policy of assurance mentioned and had undertaken
and then and there faithfully promised the said Thomas Chase James and
Stephen Dinely to perform and fulfil all things in the said last Mentioned writing
or Policy of assurance Contained on the Part and behalf of the assurers to be
performed and fulfilled they the said Thomas Chase James and Stephen Dinely
undertook and then and there faithfully promised the said Thomas Binny that
they the said Thomas Chase James and Stephen Dinely would become assurers
to the said Thomas Binny for the said Sum of fifteen thousand Pagodas of
and upon the said Ship or Vessel in the said last Mentioned writing or
Policy of assurance mentioned and would do perform and fulfil all things
in the said last Mentioned writing or Policy of assurance Contained on their
part and behalf to be done performed and fulfilled as such assurers to
the said Thomas Binny for the said Sum of fifteen thousand Star Pagodas
according to the form and Effect of the said last Mentioned writing or Policy
of assurance and the said Thomas Chase James and Stephen Dinely then
[illegible] to the said Thomas Binny and Subscribed the said

sum of fifteen thousand Star Pagodas accordingly came at Fort St. George aforesaid and the said Thomas Bunny in fact says that the said Ship or Vessel in the said last Mentioned Writing or Policy of assurance mentioned and before and on the first day of June in the said Writing or Policy of assurance last aforesaid Mentioned was insafe Safety at the Moluccas in the said last mentioned writing or Policy of assurance Mentioned to wit at Matura and was bound from thence on a Voyage to divers ports and places within the Companys limits of trade in the said last Mentioned Writing or Policy of assurance specified and that the Voyage last aforesaid was Made for and on account of the Owners of the said Ship the Success Galley and that the said Ship the Success Galley at the time of her Loss hereinafter next Mentioned was of the Value of more money than was ever insured thereon to wit of the Value of twenty thousand Star Pagodas and the said Owners were at the time last aforesaid interested in the said Ship the Success Galley to the Amount last aforesaid and the said Thomas Bunny further says that the said Ship or Vessel in the last mentioned writing or Policy of assurance Mentioned afterwards and between the said first day of June and the said fourteenth day of October in the said last Mentioned writing or Policy of assurance Mentioned to wit on the Eighteenth day of August in the Year one thousand eight hundred and one then navigating between divers ports and places within the Companys limits of trade and at and between the Moluccas Islands in the last mentioned writing or Policy of assurance mentioned from the Island of Arakle otherwise called Cajaroo to the Island of Lantore being two of the said Moluccas Islands was by the mere force and violence of the Winds and Waves Bulged wrecked foundered and sunk and wholly lost all which premises the said Thomas Chase James and Stephen Dimely aforesaid and More than Six Months before filing the Plaint of the said Thomas Bunny

and Stephen Dimely then and there became liable to pay to the said Thomas Bunny the said Sum of fifteen thousand Pagodas so by them insured as aforesaid in and by the said last Mentioned Writing or Policy of assurance according to the tenor and effect thereof and of the said promise and undertaking so by the said Thomas Chase James and Stephen Dimely made in that behalf as aforesaid - and whereas also the said Thomas Chase James and Stephen Dimely afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Thomas Bunny in other fifteen thousand Star Pagodas of like Current money for money by the said Thomas Bunny before that time laid out Expended and paid for the said Thomas Chase James and Stephen Dimely and at their special instance and request and being so indebted they the said Thomas Chase James and Stephen Dimely in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Thomas Bunny to pay him the said last mentioned sum of money when they the said Thomas Chase James and Stephen Dimely should be thereto afterwards required And whereas also the said Thomas Chase James and Stephen Dimely afterwards to wit on the same day and Year last aforesaid at Madras aforesaid was indebted to the said Thomas Bunny in other fifteen thousand Star Pagodas of like Current money for so much Money by the said Thomas Chase James and Stephen Dimely before that time had and received to and for the use of the said Thomas Bunny and being so indebted they the said Thomas Chase James and Stephen Dimely in Consideration thereof afterwards to wit on the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Thomas Bunny to pay him the said sum of money when they the said Thomas Chase James and Stephen

James and Stephen Dimely afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Thomas Binny of and concerning other sums of money before that time due and owing from the said Thomas Chase James and Stephen Dimely to the said Thomas Binny and then being on account paid to him upon which said account they the said Thomas Chase James and Stephen Dimely was then and there found in arrear and indebted to the said Thomas Binny in another large sum of money to wit the sum of other fifteen thousand Star Pagodas of like Current Money and being so indebted they the said Thomas Chase James and Stephen Dimely in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Thomas Binny to pay him the said last mentioned sum when they the said Thomas Chase James and Stephen Dimely should be thereto afterwards requested Yet the said Thomas Chase James and Stephen Dimely not regarding their said several promises and undertakings so by them made as aforesaid but contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Thomas Binny in the premises have not nor hath neither of them yet paid the said several sums of money or any part thereof to the said Thomas Binny nor in any manner satisfied him for the same although often requested so to do but to pay the same to the said Thomas Binny they the said Thomas Chase James and Stephen Dimely have wholly refused and still do refuse Contrary to the form and Effect of the said promises and Undertakings so by them made in that behalf as aforesaid and to the damage of the said Thomas Binny of Twenty thousand Pagodas and thereof he brings suit

And afterwards that is to say on the 12th day of July to wit in the same Vacation of the same second Term in the same year one thousand eight hundred and two in the said Supreme Court of Judicature at Madras until which day the said Thomas Chase James and Stephen Dimely afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Thomas Binny of and concerning other sums of money before that time due and owing from the said Thomas Chase James and Stephen Dimely to the said Thomas Binny and then being on account paid to him upon which said account they the said Thomas Chase James and Stephen Dimely was then and there found in arrear and indebted to the said Thomas Binny in another large sum of money to wit the sum of other fifteen thousand Star Pagodas of like Current Money and being so indebted they the said Thomas Chase James and Stephen Dimely in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Thomas Binny to pay him the said last mentioned sum when they the said Thomas Chase James and Stephen Dimely should be thereto afterwards requested Yet the said Thomas Chase James and Stephen Dimely not regarding their said several promises and undertakings so by them made as aforesaid but contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Thomas Binny in the premises have not nor hath neither of them yet paid the said several sums of money or any part thereof to the said Thomas Binny nor in any manner satisfied him for the same although often requested so to do but to pay the same to the said Thomas Binny they the said Thomas Chase James and Stephen Dimely have wholly refused and still do refuse Contrary to the form and Effect of the said promises and Undertakings so by them made in that behalf as aforesaid and to the damage of the said Thomas Binny of Twenty thousand Pagodas and thereof he brings suit

And afterwards that is to say on the 12th day of July to wit in the same Vacation of the same second Term in the same year one thousand eight hundred and two in the said Supreme Court of Judicature at Madras until which day the

said Plaint and then to answer the same came as well the said Thomas Binny by his said attorney as the said Thomas Chase James and Stephen Dimely by Emanuel & Samuel their attorney and the said Thomas Chase James and Stephen Dimely Defend the wrong and injury when &c and say that they did not undertake or promise in manner and form as the said Thomas Binny hath above thereof complained against them and of this they put themselves upon the Court And the said Thomas Binny doth the like

Plea filed 12th July 1802

Jfree Jones

And Now in this Fourth Term in the year of our Lord one thousand eight hundred and two that is to say on the Twenty fifth day of September to which day was given as well to the said Thomas Binny as to the said Thomas Chase James and Stephen Dimely to inform the Court of the premises came the said parties by their attornies and the said Justices having heard the respective Allegations of the parties and examined the truth thereof and duly considered the Evidence produced on both sides say that the said Thomas Chase James and Stephen Dimely did undertake and promise in manner and form as the said Thomas Binny hath in that behalf above Complained against them and do adjudge that the said Thomas Binny do recover against them Thomas Chase James and Stephen Dimely the Sum of fifteen thousand seven hundred and fifty Pagodas Current Money of Madras for his damages occasioned by the non performance of the promises and undertakings aforesaid and also the Sum of Four hundred and forty three Pagodas and Eleven fanams of like Current Money for the Costs and Charges of him the said Thomas Binny which he hath been put to about his suit in that behalf which said damages and Costs Amount in the Sum of Sixteen thousand one hundred and Ninety three Pagodas

Chs Wallis
Atty for Pl

Customs of the Natives here bearing date the same day and Year aforesaid to the Court here now Shewn acknowledges to have borrowed and received the said Vencatachella Moodeliar the Sum of one Hundred and Sixty Pagodas Current Money aforesaid which Sum the said Mookaloo Chitty did thereby engage to repay to the said Vencatachella Moodeliar on or before the fifteenth day of April then next ensuing with all such Interest as should or might become due thereon at the Rate of Twelve per Cent per Annum and the said Vencatachella Moodeliar in fact says that there is due and owing to him from the said Mookaloo Chitty upon the said Writing obligatory for Principal and interest the Sum of Three hundred Star Pagodas Nevertheless the said Mookaloo Chitty (although often requested) hath not yet rendered the said Sum of Three hundred Star Pagodas or any part thereof to the said Vencatachella Moodeliar but hath wholly refused so to do to the damage of the said Vencatachella Moodeliar of Twenty Pagodas and thereof he brings Suit -

imparlance

And Now in the Vacation after Fourth Term that is to say on the third day of November in the Year of our Lord one thousand eight hundred and two until which day the said Gaudala Mookaloo Chitty had Leave to impark to the said Plaint and then to answer the same as well the said Singary Vencatachella Moodeliar by his said Attorney the said Gaudala Mookaloo Chitty by Charles Walters his Attorney

Plea of Confession filed 3d November 1802 -

And the said Gaudala Mookaloo Chitty defends the wrong and injury When and whereof and says that he cannot deny the action of the said Singary Vencatachella Moodeliar nor but that he owes to him the said sum of one hundred and Eighty three Pagodas thirteen Fanams and Forty Cash as he the said Singary Vencatachella Moodeliar in his said Plaint hath Complained - And thereupon the said Singary Vencatachella Moodeliar prays that the damages so acknowledged

and Costs laid out by him about his Suit in this behalf may be adjudged to him &c. Therefore it is Considered that the said Singary Vencatachella Moodeliar recover against the said Gaudalaw Mookaulloo Chitty his damages aforesaid so by him in form aforesaid acknowledged and also Fifty seven Pagodas and eighteen Fanams for his Costs and Charges by the Court of our Lord the King now here adjudged by his assent which damages in the Whole amount to Two hundred and Forty Six Pagodas and eighteen Fanams and the said Gaudala Mookaulloo Chitty in mercy &c.

Judgment against the Defendant for Debt & Costs filed 20th December 1802 -

mercy

And hereupon the said Singary Vencatachella Moodeliar by George McMahon his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to take the body of the said Gaudala Mookaula Chitty in Satisfaction of his debt and Costs - and it is granted unto him returnable here on the second day of February next

66

Fourth Term 1802.

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sulivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Joshua Kitson puts in his place John Chinnery, Benjamin Roebuck and Thomas Parry in a Plea of Trespass - in the Case

Fort St George Madras } The said John Chinnery, Benjamin Roebuck and Thomas Parry put in their place Emanuel Samuel their Attorney at the Suit of the said Joshua Kitson in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the first Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Joshua Kitson by Robert Orme his Attorney and brought into the same Court his certain Plaint against John Chinnery, Benjamin Roebuck and Thomas Parry being British Subjects and as such Subject to the Jurisdiction of the said Supreme Court of a Plea of Trespass on the case on Promises and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say Fort St George Madras ss Joshua Kitson Esq. by Robert Orme his Attorney Complains of John Chinnery, Benjamin Roebuck and Thomas Parry being British Subjects and as such respectively subject to the Jurisdiction of this Honble Court for that Whereas certain Persons

Plaint filed 8th February 1802

and Cockell for Account of the said Joshua Hankey Sen.r of London Merch.t of the County of Middx. in January in the Year one thousand eight Hundred at Midnight aforesaid as well for and on Account of the said Joshua according to the Usage and Custom of Insurers caused to be Made a certain Writing or Policy of Assurance subscribing thereby and thereim (amongst other things) that they the said Mich.l Stephens and Cockell for and of the said Joshua as well in their own Names as for and in the Name and Names of any other Person or Persons to whom the same did Might or should appertain in part or in all did Make Assurance and Cause themselves and them and every of them to be lost or not lost from Padang to the Coromandel Coast with Liberty to touch at the Ports on the West Coast to the Northward of Padang upon the Body Tackle &c. Ordnance Munition Artillery Boat and other Furniture also the Goods and Merchandizes of and in the good Snow or Vessel called the Lyon whereof was Master under God for that present Voyage Captain Matthew Whosoever else should go for a Master in the said Snow or by whatsoever other Name or Names the said Snow or the Master thereof was or should be named or called Beginning the Adventure upon the said Bottom Goods and Merchandizes whatsoever from and immediately following the Loading thereof on board the said Snow and so Continue and endure until the said Snow with all her Tackle Apparell ordnance Munition Artillery Boat and other Furniture also her Goods and Merchandizes shall be arrived at any one of the Ports on the Coromandel Coast and the same be safely Delivered from on board of her And it was thereby declared to be Lawfull for the said Snow in that Voyage to proceed and Sail to and touch and stay at any Port and Places whatsoever for Necessary Refreshments or Repairs without Prejudice to that Insurance The said Snow and the Goods and Merchandizes laden thereon for and as Concerned the assured were and should be rated and valued by agreement at Four thousand and Six Hundred Star Pagodas touching the Adventure

assurers were contended to bear and did take upon them in that Voyage they were of the Seas Men of War Fire Enemies Pirates Rovers Thieves Jettizons Letters of Mart and Counter Mart Surprizals Takings at Sea Arrests Restraints and Detainments of all Kings Princes and People of what Nation Condition or quality soever Barretry of the Masters and Mariners and of all other Perils Losses and Misfortunes that had or should come to the hurt detriment or damage of the said Snow and her Cargo or any part thereof And that in case of any Loss or Misfortune it should and might be lawful for the assured their Factors Servants and assigns to use labour and travel for in and about the defence safeguard and recovery of the said Snow and her Cargo or any part thereof without prejudice to that Insurance to the Charges whereof they the Assurers would contribute And it was agreed by them the assurers that that writing or Policy of assurance should be of as much force and effect as the surest writing or Policy of assurance made in London and so they the assurers were contented and did thereby promise and bind themselves their Heirs Executors Goods and Chattels to the assured their Executors Administrators and assigns for the true performance of the Premises confessing themselves paid the Consideration due unto them for that assurance at and after the rate of Eight p.r Cent And they the assurers did thereby Covenant promise and agree and oblige themselves their Heirs Executors goods and Chattels in case of Loss happening to Satisfy and pay the sums of Money by them so assured upon the abatement of two p.r Cent and no more Provided always that they should pay the sum of Money so assured at the Expiration of Six Months after proper Notice thereof being given to them the assurers otherwise no

agreed that if any Difference or Dispute should arise between the aforesaid assured & assurers it should be referred to arbitration and be agreed on the one part to Name one or two proper persons for arbitrators and they be agreed on the other should be the like either Party having the option to prefer the greater to which the other Party must Conform that such two or four Persons Chosen Not agreeing on an award should Call in a third or fifth Person Umpire by the Judgment award and determination of which two or Persons or three or five Persons or the Major part of them the said and they the assurers should be finally bound And by a Memorandum under the said Policy fourteen days only were allowed to Land the after the Ships arrival and an Exception was thereby Declared any Risk or detention of the Government to which to be borne by the assured and not by the assurers an Exception was also declared against the Risk of the Coast of Coromandel the fifteenth October and the fifteenth December both days inclusive which Exception was declared to include the whole Coast between and Cape Comorin any thing therein before Contained to the Contrary notwithstanding And Vessel and freight were thereby declared free from under Ten per Cent unless general or the Vessel be stranded Ships Carrying of all Kinds were warranted free from Average unless general or the Ship was Stranded Salt Sugar Jaggry Rice wheat and Seed were warranted free from Average under Ten per Cent and all other Goods free of Average under five per Cent unless general or the Ship was Stranded And it was under the said Policy declared that the Insurance was to be as follows viz Four thousand Pagodas on Ship and Six hundred Pagodas on Block as

as by the said Writing or Policy of assurance more fully appears of which said Writing or Policy of assurance the said John Benjamin and Thomas afterwards to wit on the said twenty fourth day of January in the said year One thousand and Eight hundred at Madras aforesaid had Notice and thereupon afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Joshua had paid to the said John Benjamin and Thomas the sum of Three hundred and Sixty eight Star Pagodas of the Current Money of Madras as a premium and reward for the Insurance of Four thousand and Six hundred Star Pagodas of and upon the Premise in the said Writing or Policy of assurance mentioned and upon the Premises undertaken and to the said John Benjamin and Thomas aforesaid and had then and there undertaken and to the said John Benjamin and Thomas faithfully promised to perform all things in the said Writing or Policy of assurance Contained on the part and behalf of the assured to be performed and fulfilled they the said John Benjamin and Thomas undertook and to the said Joshua then and there faithfully promised to become assurers to the said Joshua for the said sum of four thousand and Six hundred Star Pagodas of and upon the said Premises in the said Writing or Policy of assurance mentioned Valued as aforesaid and to perform and fulfill all things in the said Writing or Policy of assurance Contained on their parts and behalves as such assurers as to the said sum of Four thousand and Six hundred Star Pagodas to be performed and fulfilled - And the said John Benjamin and Thomas then and there became assurers to the said Joshua of and upon the said Premises in the said Writing or Policy of assurance accordingly and then and there

agreed that if any Difference or Dispute should arise between the aforesaid assurers it should be referred to arbitration and the aforesaid assurers should Name one or two proper persons for arbitrators and they the aforesaid assurers should be the like either Party having the option to prefer the greater to which the other Party must conform that such two or four Persons Not agreeing on an award should Call in a third or fifth Person Umpire by the Judgment award and determination of which two or Persons or three or four Persons or the Major part of them the said and they the assurers should be finally bound and by a Memorandum under the said Policy fourteen days only were allowed to land the after the Ships arrival and an Exception was thereby declared any Risk or Detention of the Government be at Peace which was also declared against the Risk of the Coast of Coromandel the fifteenth October and the fifteenth December both days inclusive which Exception was declared to include the whole Coast between and Cape Comorin any thing therein before Contained to the Contrary standing And Elephant and freight were thereby declared free from under Ten per Cent unless general or the Elephant be stranded Sugar of all Kinds were warranted free from Average unless general or the was stranded Salt Sugar Sago Rice wheat and Seed were Warranted free from Average under Ten per Cent and all other Goods free of Average under Five per Cent unless general or the was stranded And it was under the said Policy declared that the Insurance was to be as follows Eight Hundred Pagodas on and Six Hundred

as by the said Writing or Policy of assurance more fully appears of which said writing or Policy of assurance the said John Benjamin and Thomas afterwards to wit on the said twenty fourth day of January in the said Year One thousand and Eight hundred at Madras aforesaid had Notice and thereupon afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Joshua had paid to the said John Benjamin and Thomas the sum of Three hundred and Sixty eight Star Pagodas of the Current Money of Madras as a premium and reward for the Insurance of Four thousand and Six hundred Star Pagodas of and upon the Premise in the said Writing or Policy of assurance mentioned Called as aforesaid and had then and there undertaken and to the said John Benjamin and Thomas faithfully promised to perform and fulfill all things in the said writing or Policy of assurance Contained on the part and behalf of the assured to be performed and fulfilled they the said John Benjamin and Thomas undertook and to the said Joshua then and there faithfully promised to become assurers to the said Joshua for the said Sum of four thousand and Six hundred Star Pagodas of and upon the said Premises in the said writing or Policy of assurance mentioned Valued as aforesaid and to perform and fulfill all things in the said writing or Policy of assurance Contained on their parts and behalves as such assurers as to the said Sum of Four thousand and Six hundred Star Pagodas to be performed and fulfilled - And the said John Benjamin and Thomas then and there became assurers to the said Joshua of and upon the said Premises in the said writing or Policy of assurance aforesaid accordingly and then and there

subscribed the said writing or Policy of assurance as such assured for the said sum of Four Thousand and Five hundred Star Pagodas to wit at Madras aforesaid And the said Joshua in fact says that the said Snow in the said writing or Policy of assurance mentioned afterwards to wit on the second day of March in the said Year one thousand and eight hundred sailed from Padang in the said writing or Policy of assurance mentioned upon the Voyage in the said writing or Policy of assurance mentioned and did afterwards to wit on the same day and Year last aforesaid touch at Natal and leaving respectively being Ports on the West Coast to the Northward of Padang aforesaid and afterwards to wit on the twenty seventh day of the said Month of March the said Snow did depart and set sail from the said Port of Japanooly for and towards the said Coromandel Coast upon the Voyage in the said Writing or Policy of Assurance Mentioned having on board of her divers goods wares and Merchandizes of great Value, to wit, to the Value of more than the said Sum of Four Thousand Pagodas But the said Snow afterwards and before her arrival on the said Coromandel Coast to wit the Twentieth day of April in the said Year one thousand and Eight hundred was so broken and Shattered and suffered so much by Storms and tempests and the Violence and perils of the Seas and was so far driven out of her Course by Storms and tempests and Contrary winds and Currents that the said Captain Mallen her Master and the Mariners belonging to and Sailing in her thereupon afterwards to wit on the day

the safety of the said Ship and the said Goods and Merchandizes on board thereof as well as for Necessary Repairs to the said Ship were obliged to put into the said Port of Padang aforesaid and the said Joshua further says that afterwards to wit some time in or about the Month of June in the said Year one Thousand and eight hundred the said Snow with the said Goods and Merchandizes on board thereof did again depart and set sail from Padang aforesaid for and towards the Coromandel Coast upon the Voyage in the said writing or Policy of assurance mentioned and afterwards and whilst she was sailing and proceeding upon the high Seas and in her said Voyage in the said Policy of assurance Mentioned and before her arrival on the Coromandel Coast in the said writing or Policy of Assurance Mentioned to wit on the same day and year last aforesaid was by the mere perils and dangers of the Seas and by Stormy and Tempestuous Weather and the Violence of the Winds and Waves bulged wrecked foundred sunk and totally lost in the Sea with all the Goods and Merchandizes on board thereof together with the said Master and all the Mariners belonging and on board thereof to wit at Padang aforesaid and the said Snow with the said Goods and Merchandizes on board thereof then and there became and were wholly lost And the said Joshua in fact further says that he the said Joshua before and at the time of the making the said writing or Policy of assurance and from thence continuedly and until and at the time of the loss hereinbefore mentioned was interested in one Moiety of the said Snow to a greater amount than the said Sum of six hundred Pagodas to wit to the amount of all the monies over insured thereon and the said Joshua was also during all the time

Moiety of the said Goods and Merchandizes so

Cabin on board thereof as aforesaid to a Large amount and beyond the said sum
of Four thousand Star Pagodas so insured thereon as aforesaid to wit to the
amount of all the Money ever insured thereon to wit at Madras aforesaid
of all which Premises the said John Benjamin and Thomas afterwards
and More than Six Months before the filing the Plaint of the said Joshua
in this behalf to wit on the Eighth day of October in the said Year one
Thousand and eight hundred there had notice and by reason thereof they
the said John Benjamin and Thomas then and there became and were liable
to pay and were then and there requested by the said Joshua to pay him
the said Sum of Four thousand and Six hundred Star Pagodas so by
them assured as aforesaid and which said Sum of Money they the said John
Benjamin and Thomas then ought to have paid according to the
Meaning and effect of the said Writing or Policy of assurance and of
their said promises and Undertakings so by them made in that behalf as
aforesaid to wit at Madras aforesaid - And Whereas also the said Persons
Carrying on the Trade of Merchandize under the Copartnership Name and Firm of Stephens
Stephens and Cockell for account of the said Joshua afterwards to wit on the
said twenty fourth day of January in the year one Thousand eight
hundred at Madras aforesaid as agents and for and on account of the said
Joshua according to the Usage and Customs of Merchants caused to be made
a certain other writing or Policy of assurance purporting thereby and Containing
therein (amongst other things) that they the said Stephens Stephens and Cockell
for account of the said Joshua as well in their own Name as for and in the
Name and Names of all and every Person or Persons to whom the same
did Might or should appertain in part or in all did make assurance and
Cause themselves and them and every of them to be insured lost or not lost
from Padang to the Coromandel

the Ports on the West Coast to the Northward of Padang upon the
Body Tackle apparel ordnance Munition Artillery Boat and other
Furniture also the Goods and Merchandizes of and in the Good Snow
or Vessel called the Gunjam Packet burthen Tons or thereabouts
whereof was Master under God for that present Voyage Captain
Malen or Whosoever else should go for a Master in the said
Snow or by Whatsoever other Name or Names the said Snow or
the Master thereof was or should be Named or called Beginning
the Adventure upon the said Boom Goods and Merchandizes
Whatsoever from and immediately from
the said Snow and so to Continue and endure until the said Snow with
all her Tackle apparel Ordnance Munition Artillery Boat and
Other Furniture also her Goods and Merchandizes should be arrived
at any one of the Ports on the Coromandel Coast and the same be safely
delivered from on board of her And it was thereby declared to be
Lawful for the said Snow in that Voyage to proceed and sail to and
touch and Stay at any Ports and Places Whatsoever for Necessary
Refreshments or Repairs without prejudice to that Insurance the
said Snow and the Goods and Merchandizes taken thereon for so
much as Concerned the Assurers were and should be valued and
Valued by agreement at Four thousand and six hundred Star
Pagodas touching the Adventures and perils which they the Assurers
were

an Exception was also declared against the Risk of the Coast of Coromandel between the fifteenth October and the fifteenth December both days inclusive which Exception was declared to include the whole Coast between Sanjore and Cape Comorin any thing therein before contained to the contrary notwithstanding and Vessel and Freight were Hereby declared free from average under Ten per Cent unless general or the Vessel be Stranded Ships Provisions of all Kinds were warranted free from Average unless general or the Ship was Stranded Salt, Sugar Jagry Rice wheat and Seed were warranted free from average under Ten per Cent and all other Goods free of Average under fifteen per Cent unless general or the Ship was stranded And it was under the said Lastmentioned Policy declared that that Insurance was to be as follows Viz Four Thousand Pagodas on Cargo and Six hundred Pagodas on Hull as Interest might appear as by the said Writing or Policy of Assurance more fully appears of which said Writing or Policy of Assurance the said John Benjamin and Thomas afterwards to wit on the said twenty fourth day of January in the said year one Thousand and Eight hundred at Madras aforesaid had Notice, and thereupon afterwards to wit on the same day and year last aforesaid at Madras aforesaid in Consideration that the said Joshua had paid to the said John Benjamin and Thomas the Sum

of other Three hundred and Sixty eight Star Pagodas of the Current Money of Madras as a premium and Reward for the Insurance of other Four thousand and Six hundred Star Pagodas of and upon the Premises in the said last mentioned writing or Policy of Assurance mentioned Valued as aforesaid and had then and there Undertaken and to the said John Benjamin and Thomas faithfully promised to perform all things in the said last Mentioned Writing or Policy of Assurance Contained on the part and behalf of the Assured to be performed and fulfilled they the said John Benjamin and Thomas Undertook and to the said Joshua then and there faithfully promised to become Assurers to the said Joshua for the said Lastmentioned Sum of Four Thousand and Six hundred Star Pagodas of and upon the said Premises in the said Last mentioned writing or Policy of Assurance mentioned Valued as aforesaid and to perform and fulfil all things in the said Lastmentioned Writing or Policy of Assurance contained on their parts and behalfs as such Assurers as to the said Sum of Four Thousand and Six hundred Pagodas to be performed and fulfilled And the said John Benjamin and Thomas then and there became Assurers to the said Joshua of and upon the said Premises in the said Last mentioned Writing or Policy of Assurance mentioned Valued as aforesaid accordingly and then and there subscribed the said Lastmentioned Writing or Policy of Assurance as such Assurers for the said Sum of Four Thousand and Six hundred Star Pagodas to wit at Madras aforesaid And the said Joshua in fact says that the said Sum in the said Last Mentioned

Mentioned writing or Policy of assurance mentioned afterwards to wit on the said
day of March in the said Year one thousand eight hundred sailed from
Padang in the said Writing or Policy of assurance mentioned upon the Voyage
in the said Writing or Policy of assurance mentioned and did afterwards
to wit on the same day and Year last aforesaid touch at Natal and
Japanooly being Ports on the West Coast of the Northward of Padang aforesaid
and afterwards to wit on the twenty Sixth day of the said Month of
March the said Snow did depart and set sail with divers Goods
and Merchandizes of great Value to wit beyond the said Sum of
Four thousand and Six hundred Pagodas laden on board thereof
from the said Port of Japanooly for and towards the said Coromandel
Coast upon the Voyage in the said writing or Policy of assurance mentioned
and afterwards and whilst she was Sailing and proceeding upon the
high Seas and in her said Voyage in the said last mentioned Policy
of assurance mentioned and before her arrival on the Coromandel Coast
in the said writing or Policy of assurance mentioned to wit on the same
day and Year last aforesaid was by the mere perils and dangers of
the Seas and by Stormy and tempestuous weather and the Violence of
the winds and Waves bulged wrecked foundered sunk and totally lost
in the Sea with the said Goods and Merchandizes on board thereof
together with the said Master and all the Mariners belonging and on board
thereof to wit at Madras aforesaid and the said Snow with the said
Goods and Merchandizes on board thereof then and there became and
were wholly lost. And the said Joshua

he the said Joshua before and at the time of making the said last mentioned writing or Policy
of assurance and from thence continually and until and at the time of the loss hereinbefore
mentioned was interested in the said Snow and in the said last mentioned Goods and
Merchandizes so laden on board thereof as aforesaid to a large amount and beyond
the aforesaid Sums of Six hundred Pagodas and Four thousand Pagodas so respectively
insured thereon as aforesaid to wit to the amount of all the Money ever insured thereon
respectively to wit at Madras aforesaid of all which Premises the said John
Benjamin and Thomas afterwards and more than Six Months before the filing
the Plaint of the said Joshua in this behalf to wit on the eighth day of October
in the said Year one thousand and eight hundred there had notice and by reason
thereof they the said John Benjamin and Thomas then and there became and were
liable to pay and were then and there requested by the said Joshua to pay him
the said Sum of four thousand and Six hundred Star Pagodas so by them
assured as aforesaid and which said Sum of Money they the said John Benjamin
and Thomas then and there ought to have paid according to the meaning and
effect of the said last mentioned writing or Policy of assurance and of their
said promise and undertaking so by them made in that behalf as last aforesaid
to wit at Madras aforesaid And whereas also the said John Benjamin
and Thomas afterwards to wit on the first day of August in the Year
of our Lord one thousand eight hundred and one at Fort St George Madras aforesaid
were indebted to the said Joshua in the Sum of Eight thousand Star Pagodas
of like Current Money of Madras for so much Money by the said Joshua before
that time paid laid out and Expended to and for the use of the said John
Benjamin and Thomas and at their special instance and request and being

is indebted they the said John Benjamin and Thomas in consideration thereof afterwards to wit on the same Day and Year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Joshua to pay him the said last mentioned sum of money when they the said John Benjamin and Thomas should be thereunto afterwards requested And whereas also the said John Benjamin and Thomas afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid were indebted to the said Joshua in the further sum of eight Hundred Star Pagodas of like Current Money of Madras for so much Money by the said John Benjamin and Thomas before that time had and received and for the use of the said Joshua and being so indebted they the said John Benjamin and Thomas in consideration thereof afterwards to wit on the same day and year last aforesaid at Fort Saint George Madras aforesaid undertook and then and there faithfully promised the said Joshua to pay him the said last mentioned sum of Money when they the said John Benjamin and Thomas should be thereunto afterwards requested Yet the said John Benjamin and Thomas not regarding their aforesaid Several promises and undertakings by them made in Manner and form aforesaid but Contriving and fraudulently intending Craftilly and Subtilly to deceive and defraud the said Joshua in this behalf have not nor hath either or any of them yet paid the said Several Sums of Money or any of them or any part thereof to the said Joshua (although to do they the said John Benjamin and Thomas were requested by the said Joshua to wit on the same day and year last aforesaid and often afterwards at Fort Saint George Madras aforesaid) But the said John Benjamin and Thomas to pay the same or any of them or any part thereof have and each of them hath hitherto wholly refused and still do and each of them doth refuse to the damage of the said Joshua of eight

and therefore he brings Suit &c.

Rec'd 22d February 1802

And afterwards in the same Term the said John Benjamin and Thomas by Emanuel Samuel their Attorney came and defends the Wrong and injury when &c and said that they did not undertake or promise in Manner and form as the said Joshua hath above thereof Complained against them and of this they put themselves on the Court

Issue joined

And the said Joshua doth the like &c

And afterwards at the Sitting after the Third Term in the year aforesaid that is to say on the Twentieth day of August in the same year to which day was given as well to the said Joshua as to the said John Benjamin and Thomas to inform the Court of the Premises at which day came the Parties aforesaid by their said attornies and the said Court having heard and duly and deliberately considered the evidence say that the said John Benjamin and Thomas did promise and undertake in Manner and form as the said Joshua hath above thereof Complained against them and they assess the damages of the said Joshua on occasion of the Premises besides his Costs and Charges by him about his Suit in this behalf Expended to four hundred and ten Star Pagodas - Therefore it is now Considered that the said Joshua do recover against the said John Benjamin and Thomas his damages aforesaid in form aforesaid assessed - And also five hundred and twenty seven Star Pagodas and three Janams for his Costs and Charges by the said Court

Judgment signed for the Pltff on the 7th Nov 1802

now here adjudged to the said Joshua with his assent, which said damages & Costs & Charges in the whole amount to six hundred and thirty seven Star Pagodas and three Janams - and the said John Benjamin and Thomas

Dr Costs

in Mercy &c.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honorable Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of his Majestys Supreme Court of Judicature at Madras of the fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras ss. } Tannercolam Soobaraya Modeliar puts in his place Townes Disney his Attorny against Naickenpaty Vencatalatchmy in a Plea of Debt -

Fort St George Madras ss. } The said Naickenpaty Vencatalatchmy puts in her place Robert Orme her Attorny in the Plea aforesaid -

Fort St George Madras ss. } Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Tannercolam Soobaraya Modeliar by Townes Disney his Attorney and brought into the said Court then there his Certain Plaint against Naickenpaty Vencatalatchmy in a Plea of Debt and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort Saint George Madras Tannercolam Soobaraya Modeliar of Madras Inhabitant by Townes Disney his attorney complains of Naickenpaty Vencatalatchmy also of Madras Inhabitant and as such a person Subject to the Jurisdiction of this Honble Court of a Plea that she render to him Five Hundred Star pagodas Current Money of Madras which she owes to and unjustly detains from him For that Whereas the said Naickenpaty Vencatalatchmy

Plaint in Debt filed 16th June 1802

on the Twenty fifth day of July in the Year one thousand eight hundred at Madras aforesaid made a certain Native Bond or Writing obligatory with her hand thereunto Subscribed according to the Custom of the Natives

Natives here, bearing date the same day and year aforesaid and then and there the said Natives Bond or writing obligatory to the said Tammercolam Soobaroya Modelliar by which said Natives Bond or writing obligatory (now shewn in the Court of our Lord the King here) She the said Naickenpaty Vencatalatchmy acknowledge to have borrowed and received of the said Tammercolam Soobaroya Modelliar the sum of Five hundred Star Pagodas Current Money of Madras and the said Naickenpaty Vencatalatchmy did thereby engage to repay to the said Tammercolam Soobaroya Modelliar on or before the Thirtieth day of December in the Year of our Lord one thousand eight hundred with all such interest as should or might become due thereon at the rate of Nine per Cent per annum when she should be thereto afterwards requested. Nevertheless the said Naickenpaty Vencatalatchmy (although often requested &c) hath not yet paid the said sum of Five hundred Star Pagodas above demanded or any part thereof to the said Tammercolam Soobaroya Modelliar but to pay the same or any part thereof to the said Tammercolam Soobaroya Modelliar, she the said Naickenpaty hath hitherto wholly refused and still doth refuse to the damage of the said Tammercolam Soobaroya Modelliar of one thousand Star Pagodas and therefore he brings his suit &c so forth -

imparlance

And Now in this same Term that is to say on the thirteenth day of September whilst which day the said Naickenpaty Vencatalatchmy had leave to imparl to the said Plaint and then to Answer the same at which day before the said Supreme Court of Judicature at Madras comes as well the said Tammercolam Soobaroya Modelliar by his said attorney as the said Naickenpaty Vencatalatchmy by Robert Orme Her Attorney and the said Naickenpaty Vencatalatchmy defends the wrong and injury when &c and says that the Native Bond or writing obligatory in the said Plaint Mentioned is not her Deed of this she puts herself upon the Court - and the said Tammercolam Soobaroya Modelliar doth likewise &c

Plea filed 13th Sept. 1803

And afterwards in the said Cause

was given as well to the said Tammercolam Soobaroya Modelliar as to the said Naickenpaty Vencatalatchmy to inform the Court of the Premises at which day came the parties aforesaid by their said attornies and the said Court having heard the respective Allegations of the Parties and Examined the truth thereof and duly and deliberately Considered the Evidence Say that the said Native Bond or writing obligatory in the said Plaint Mentioned is not the Deed of the said Naickenpaty Vencatalatchmy as the said Tammercolam Soobaroya Modelliar hath in his said Plaint in that behalf alledged Therefore it is considered that the said Tammercolam Soobaroya Modelliar take Nothing by his said Plaint but be in Mercy for his Clamour &c and that the said Naickenpaty Vencatalatchmy go thereupon without day &c It is also Considered that the said Naickenpaty Vencatalatchmy recover against the said Tammercolam Soobaroya Modelliar Seventy Nine Pagodas and Thirty eight Fanams for her Costs and Charges laid out by her in and about her defence in this behalf by the said Court now here adjudged to the said Naickenpaty Vencatalatchmy by her Agent and that the said Naickenpaty Vencatalatchmy have Execution thereof &c

Judgment signed for the Defts on the 27th of Novr 1802
R Temple
Dr Porter

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one Thousand eight hundred and two -

Fort St George Madras } Milay Comarasawmy Moodeliar puts in his place Fourne Disney his attorney against Paravadum in a Plea of Trespass on the case upon Malabar Bond -

Fort St George Madras } The said Paravadum in his own person and the said Milay Comarasawmy Moodeliar in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Third Term in the Year of our Lord one thousand seven hundred and ninety nine before the late Court of the Recorder of Madras (from which Court are transferred to this Honble Court all the Proceedings and Records of the said Court of the Recorder) came Milay Comarasawmy Moodeliar by Herbert Compton his late attorney and brought into the said last mentioned Court then there his Certain Plaint against Paravadum in a Plea of Trespass on the case and there are Pledges for the prosecution John Doe and Richard Roe which said Plaint followes in these words to wit Fort Saint George Madras Milay Comarasawmy Moodeliar of Madras Inhabitant by his attorney Herbert Abingdon Draper Compton Complains of Paravadum who is an Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honourable Court for that whereas the said Paravadum to wit on or about the Eleventh day of June which was in the Year of our Lord one thousand seven hundred and ninety at Saint George Madras aforesaid by a Certain Instrument purporting to be a Bond or Writing obligatory

Plaint in a Cause filed 24 August 1799 -

obligatory according to the Custom of the Malabar Law, and other Court now hereto shewn, the date whereof is on the day and Year aforesaid, did acknowledge to have borrowed and received from the said Milay Comarasawmy Moodeliar the Sum of Three Hundred and Fifty Star Pagodas of the Current money of Madras which Sum together with such Interest as should become due at the rate of Twelve per Cent per Annum the said Paravadum did and by the same Instrument in writing purporting as aforesaid undertook and promised to pay the said Milay Comarasawmy Moodeliar within six Months next ensuing the day of the date of the said Instrument in writing as aforesaid By reason whereof the said Paravadum became liable to pay to the said Milay Comarasawmy Moodeliar the said Sum of three Hundred and Fifty Pagodas with Interest after the rate aforesaid on the day and year first Mentioned at Fort Saint George Madras aforesaid and there undertook and faithfully promised the said Milay Comarasawmy Moodeliar to pay the said Sum of Three Hundred and Fifty Pagodas with Interest after the rate aforesaid at the time in and by the said Instrument in writing Limited and appointed - And whereas the said Paravadum afterwards to wit, on the day and year first mentioned was indebted to the said Milay Comarasawmy Moodeliar in other Three Hundred and Fifty Pagodas of the like Currency of Madras for Money by the said Paravadum for the said Milay Comarasawmy Moodeliar and to his use had and received and in other Three Hundred and Fifty Pagodas of the like Currency of Madras for Money by the said Milay Comarasawmy Moodeliar before that time lent and advanced to the said Paravadum and at her special instance and Request and in other Three Hundred and Fifty Pagodas of the like Currency of Madras for Money by the said Milay Comara-

and paid for the said Paravadum and at her like Special instance and Request - and being so indebted in the Several sums last Mentioned, she the said Paravadum in Consideration thereof afterwards to wit on the day and Year last Mentioned at Fort Saint George, Madras aforesaid, undertook and faithfully promised the said Milay Comarasawmy Moodeliar to pay him the Several Sums last mentioned when she should be thereunto afterwards requested Yet the said Paravadum not regarding the several promises and Undertakings so by her made as aforesaid but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Milay Comarasawmy Moodeliar in this behalf the aforesaid Several Sums of Money or any part thereof, to the said Milay Comarasawmy Moodeliar hath not paid although to do the same the said Paravadum to wit, at the time limitted in the said Instrument as aforesaid at Fort Saint George Madras aforesaid and often afterwards was by the said Milay Comarasawmy Moodeliar requested, But she to do this wholly refuses and still refuses to pay the same. To the damage of the said Milay Comarasawmy Moodeliar of Six Hundred Pagodas and thereupon he brings his Suit &c.

And now at this day, that is to say on the Twelfth day of February in this First Term in the year of our Lord one thousand eight hundred and one until which day the said Milay Comarasawmy Moodeliar had leave to Implead to the said Claim, and then to answer the same &c as well the said Milay Comarasawmy Moodeliar by his said Attorney as the said Paravadum in his own person do come before the Court here and the said Paravadum defends the wrong and injury when &c And says Nothing in bar or preclusion of the said action of the said Milay Comarasawmy Moodeliar by which the said Milay Comarasawmy Moodeliar remains therein undefended against the said Paravadum Therefore it is Considered by the Court here, that the said Milay Comarasawmy Moodeliar do recover against the said Paravadum his said debt amounting to the sum of Three Hundred and fifty Pagodas for

for his damages which he hath sustained as well by occasion of detaining
the said debt as for his Costs and Charges by him about his suit in
this behalf Expended. Making together the sum of Seven hundred and
Pagodas eighteen Fanams and forty Cash, by the Court hereafter
to the said Melay Comaraswamy Modelliar by his agent or
that he have Execution thereof, and the said Paravadum in mercy &c.

Judgment signed for the Plt. on the 29th of Nov.r 1802.
W. Temple
D.r Porter

mercy

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice - and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two.

Fort St. George - Madras to wit. } Pooverundavally Sevanasa Modeliar puts in his place Townes Disney his Attorney against Cauttoocaura Nadaroyan in a Plea of Trespass on the case -

Fort St George - Madras - } the said Cauttoocaura Nadaroyan puts in his place George Chalmer and Alexander Anstruther as his Attorneys at the Suit of the said Pooverundavally Sevanasa Modeliar in the Plea aforesaid -

Fort Saint George Madras - v. - } Be it remembered that in the Second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras (from which Court are transferred to this Honourable Court all the Proceedings and Records of the said Court of the Recorder) came Pooverundavally Sevanasa Modeliar by Townes Disney his Attorney and brought into the said last Mentioned Court then there his certain Plaint against Cauttoocaura Nadaroyan in a Plea of Trespass on the Case, which said Plaint follows in these words to wit Fort Saint George Madras to wit

Plaint, in a Plea of Trespass on the Case, filed 4th April 1801

Pooverundavally Sevanasa Modeliar of Madras Inhabitant by Townes Disney his Attorney Complains of Cauttoocaura Nadaroyan also of Madras Inhabitant and of such person subject to the Jurisdiction of this Honble Court of a Plea of Trespass on the Case For this to wit That Whereas the said Cauttoocaura Nadaroyan on the first day of Chittery of Caulayacktby Year to wit on the Eleventh day of April in the Year of Christ one thousand Seven hundred and Ninety eight at aforesaid made a Certain agreement or Malabar writing obligatory with the day and Year last-

aboevmintioned and then and there delivered the said written agreument or Malabar Bond to the said Poovrumdavally Sevanasa Moodeliar by which said written agreument or Malabar Bond now shewn to the Court of our Lord the King here he the said Cauttoocaura Nadaroyan acknowledged to have borrowed and received of said Poovrumdavally Sevanasa Moodeliar the Sum of Five hundred Star Pagodas and did engage and agree to repay the same together with Interest for the same at the Rate of twelve per Cent per annum on demand or when he should be thereunto afterwards required and being so liable the said Cauttoocaura Nadaroyan in Consideration thereof afterwards to wit on the day and year last aboevmentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Poovrumdavally Sevanasa Moodeliar that he the said Cauttoocaura Nadaroyan would well and truly pay and satisfy the said Poovrumdavally Sevanasa Moodeliar the said Sum of Five hundred Star Pagodas and the Interest thereof amounting in the whole to the Sum of Four hundred Star Pagodas according to the Tenor and Effect of the said Written agreument or Malabar Bond - and whereas Cauttoocaura Nadaroyan in the Year aforesaid at Madras aforesaid was indebted to the said Poovrumdavally Sevanasa Moodeliar in other Five hundred Star Pagodas of like lawful Money by the said Poovrumdavally Sevanasa Moodeliar before that time lent and advanced to the said Cauttoocaura Nadaroyan and at his special instance and request and being so indebted he the said Cauttoocaura Nadaroyan in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Poovrumdavally Sevanasa Moodeliar to pay him the said last mentioned Sum of Money when he should be afterwards thereunto requested - and whereas also the said Cauttoocaura Nadaroyan afterwards to wit on the day and Year last mentioned at Madras aforesaid accounted with the said Poovrumdavally Sevanasa Moodeliar of and concerning divers Sums of Money from the said Cauttoocaura Nadaroyan to the said Poovrumdavally Sevanasa Moodeliar before that time due and

upon that account the said Cauttoocaura Nadaroyan was then and there found in arrear to the said Poovrumdavally Sevanasa Moodeliar in Five hundred Star Pagodas of like lawful Money and being so found in arrear the said Poovrumdavally Sevanasa Moodeliar in consideration thereof afterwards to wit on the day and Year last mentioned at Madras aforesaid took upon himself and then and there faithfully promised the said Poovrumdavally Sevanasa Moodeliar that he the said Cauttoocaura Nadaroyan would well and truly pay and satisfy to the said Poovrumdavally Sevanasa Moodeliar the said Five hundred Star Pagodas last mentioned when he should afterwards be thereunto required - And whereas also the said Cauttoocaura Nadaroyan afterwards to wit on the day and Year aforesaid at Madras aforesaid was indebted unto the said Poovrumdavally Sevanasa Moodeliar in other one thousand Star Pagodas Current Money of Madras for money he the said Cauttoocaura Nadaroyan before that time had and received to the use of the said Poovrumdavally Sevanasa Moodeliar and being so indebted he the said Cauttoocaura Nadaroyan in Consideration thereof afterwards to wit the same day and Year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Poovrumdavally Sevanasa Moodeliar to pay him the said Sum of Money last mentioned when he should afterwards thereto requested - Yet the said Cauttoocaura Nadaroyan not regarding his said several promises and undertakings but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Poovrumdavally Sevanasa Moodeliar hath not yet paid the said Five hundred Star Pagodas or the other several Sums of Money or any part thereof to the said Poovrumdavally Sevanasa Moodeliar although to do this the said Cauttoocaura Nadaroyan afterwards to wit the said day and Year last aboevsaid at Madras aforesaid by the said Poovrumdavally Sevanasa Moodeliar was requested but to pay the same or any part

damage. of the said Poonerundavally Sevanasa Moodeliar three hundred Pounds Sterling wherefore he brings his suit &c as forth -

imparlance -

And afterwards to wit in the Second Term of the said year one thousand eight hundred and one, in the late Court of the Recorder of Madras till which Term the said Caullocaurra Nadaroyan had leave to imparl to the said Plaint and then to answer the same, at which term before the said Court of the Recorder of Madras came as well the said Poonerundavally Sevanasa Moodeliar by his said attorney as the said Caullocaurra Nadaroyan by Jeffreys Chalmer and Alexander Anstruther his then attornies - and the said Caullocaurra Nadaroyan defends the wrong and Injury when &c and says that he did not - promise and Undertake in Manner and form as the said Poonerundavally Sevanasa Moodeliar hath above thereof Complained against him - and of this he puts himself upon the Court - And for further Plea in this behalf by leave of the Court here for that purpose first had and obtained according to the form of the Statute in that Case Made and Provided the said Caullocaurra Nadaroyan as to one hundred and Seven Pagodas part of the damages and Cause of action in the said Plaint Mentioned Says that by reason of any thing in the said Plaint Contained the said Poonerundavally Sevanasa Moodeliar ought not to have and Maintain his aforesaid action thereof against him because he says that one Parasa Pundarum and one Yagya Pundarum heretofore to wit on the first day of June in the Year one thousand seven hundred and ninety eight Made their Note in writing according to the Customs of the Natives of India for the payment to the said Caullocaurra Nadaroyan of the Sum of one hundred and Seven Pagodas with interest thereon at the rate of twelve per Cent per Annum and the said Caullocaurra Nadaroyan Says that the said Note was transferable assignable and Negotiable according to the Law and Customs of the Hindoo Natives here and that the said Caullocaurra Nadaroyan afterwards to wit on the said first day of

Pleas - filed 11th April 1801.

assigned over transferred and Negotiated the said Note to the said Poonerundavally Sevanasa Moodeliar according to the said Custom in payment and Satisfaction of the said Sum of one hundred and Seven Pagodas - and that the said Poonerundavally Sevanasa Moodeliar then and there accepted and received of the said Caullocaurra Nadaroyan the said Note in satisfaction and discharge of one hundred and Seven Pagodas part of the cause of action in the Plaint of the said Poonerundavally Sevanasa Moodeliar above mentioned and of the damages sustained by the said Poonerundavally Sevanasa Moodeliar by Reason of the Non payment of the same and this the said Caullocaurra Nadaroyan is ready to verify, Wherefore he prays Judgment if the said Poonerundavally Sevanasa Moodeliar, ought to have or maintain his aforesaid action thereof against him for the said Sum of one hundred and Seven Pagodas part of the Cause of action and damages in the said Plaint Mentioned -

And afterward to wit in the Third Term of the year of our Lord one thousand eight hundred and two came the Parties aforesaid by their attorneys aforesaid and thereupon the said Poonerundavelly Sevanasa as to the said Plea of the said Caullocaurra Nadaroyan by him first above pleaded whereof he hath put himself on the Court the said Poonerundavelly Sevanasa doth the like &c And as to the said Plea of the said Caullocaurra Nadaroyan by him secondly above pleaded in bar the said Poonerundavelly Sevanasa Saith that he by any thing in that Plea above alledged ought not to be Barred from having or maintaining his said action against him the said Caullocaurra Nadaroyan Because protesting that the said Caullocaurra Nadaroyan did not assign over transfer or Negotiate the Note according to the Custom in that Plea Mentioned in payment Satisfaction and discharge of the sum of one hundred and Seven Pagodas in the said Plea mentioned in

Replication filed 7th August 1802.

alledged for Replication in this behalf the said Poovurrundavelly Sevanaya Saith that he did not accept or receive of the said Cauttoocaura Nadaroyen the said Note in Satisfaction or discharge of one hundred and Seven Pagodas part of the Cause of Action in the Plaint of the said Poovurrundavelly Sevanaya above mentioned or of the damages sustained by the said Poovurrundavelly Sevanaya by reason of the non payment of the same in Manner and form as the said Cauttoocaura Nadaroyen hath in and by his said Plea in that behalf above alledged and this the said Poovurrundavally Sevanaya prays may be enquired of by the Court. And the said Cauttoocaura Nadaroyen doth the like —

Issue Joined

And Now in this Fourth Term, that is to say, on the Twenty Ninth day of September in the Year of our Lord one Thousand eight hundred and two to which day was given as well to the said Poovurrundavally Sevanaya Modelliar as to the said Cauttoocaura Nadaroyen to inform the Court of the Premises which day came the parties aforesaid by their Attorneys and the said Court having heard the respective Allegations of the parties by their Advocates and Examined the truth thereof and duly and deliberately Considered the Evidence on both sides as to the Issue Joined Between the Parties Say that the said Cauttoocaura Nadaroyen did Undertake and promise in Manner and form as the said Poovurrundavally Sevanaya Modelly hath in his said Plaint in that behalf therein alledged and the Jurors aforesaid assess the Damages of the said Poovurrundavally Sevanaya Modelliar by Occasion of the Not performing the promises and Undertakings in the said Plaint of the said Poovurrundavally Sevanaya Modelly Mentioned besides his Costs and Charges by him about his Suit in this behalf Expended to Two hundred and Ninety three Star Pagodas Twenty four Fanams and Twenty Cash Therefore it is Ordered that the said Poovurrundavally Sevanaya Modelly do recover against the said Cauttoocaura Nadaroyen his damages aforesaid in

Judgment signed for Plt. on the 30th Novr. 1802.

W. Temple Dpt. Registr.

Mercy

Writ of Execution issued this 30th. November 1802

form aforesaid assessed and also one hundred and Seventy four Star Pagodas and Twenty Six Fanams for his said Costs and Charges by the said Court now here adjudged to the said Poovurrundavally Sevanaya Modelliar with his assent (which said Damages Costs and Charges in the whole amount to the Sum of Four hundred and Sixty eight Star Pagodas Six Fanams and twenty Cash and that he have Execution thereof and the said Cauttoocaura Nadaroyen is in Mercy &c —

And thereupon the said Poovurrundavally Sevanaya Modelliar by Thomas Disney his Attorney prays a Writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Cauttoocaura Nadaroyen the Sum of four hundred and Sixty eight Pagodas Six Fanams and Twenty Cash - And it is granted unto him returnable here on the

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George - Madras ss - } Parayamen Rowvooten puts in his Place Charles Walters his Attorney against Syed Hoosmaul in a Plea of Trespass on the Case upon Promises -

Fort St George - Madras ss - } The said Syed Hoosmaul puts in his place Robert Orme his Attorney at the Suit of the said Parayamen Rowvooten in the Plea aforesaid -

Fort St George - Madras - } Be it remembered that in the second Term in the Year of our Lord one thousand eight hundred and one before the late Court of the Recorder of Madras from which Court are transferred to this Honorable Court all the Proceedings and Records of the said Court of the Recorder / came Parayamen Rowvooten by Charles Walters his Attorney and brought into the said last mentioned Court then there his certain Plaint against Syed Hoosmaul in a Plea of Trespass on the Case upon Promises and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words Fort Saint George Madras ss. Parayamen Rowvooten by Charles Walters his attorney Complains of Syed Hoosmaul who being an Inhabitant of Madras and such a person is subject to the Jurisdiction of this Honble

Plaint in Case filed 27th June 1801

said Syed Hoosmaul on the Thirty first day of May in the Year of our Lord one thousand Seven Hundred and Ninety Nine in Consideration that the said Parreyanen at the Special Instance and Request of the said Syed Hoosmaul had sold and delivered to the said Syed Hoosmaul diver Carriage Bullocks to wit Thirty eight Bullocks for the Price or Sum of Three hundred and Forty Three Pagodas Current Money of Madras he the said Syed Hoosmaul then and there undertook and faithfully promised the said Parreyanen to pay him the said Sum of Three hundred and Forty three Pagodas when he the said Syed Hoosmaul should be thereto afterwards requested, And Whereas afterwards to wit on the same day and year aforesaid at Madras aforesaid in Consideration that the said Parreyanen at the like Special instance and Request of the said Syed Hoosmaul had before that time sold and delivered to the said Syed Hoosmaul diver other Bullocks, he the said Syed Hoosmaul then and there undertook and faithfully promised the said Parreyanen to pay him so much Money as he therefore reasonably deserved to have for the same when he the said Syed Hoosmaul should be thereto afterwards requested: and the said Parreyanen avers that he therefore reasonably deserved to have of the said Syed Hoosmaul for the same other Three hundred and Forty three Pagodas of like Current Money, to wit at Madras aforesaid. Whereof the said Syed Hoosmaul afterwards to wit, on the same day and year aforesaid there had Notice And Whereas the said Syed Hoosmaul afterwards to wit on the Twenty first day of June in the Year of our Lord one Thousand eight hundred and one at Madras aforesaid was indebted to the said Parreyanen in the Sum of Five hundred Pagodas

said Syed Hoosmaul before that time had and received to the use of the said Parreyanen and being so indebted he the said Syed Hoosmaul in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Parreyanen to pay him the said last mentioned Sum of Money when he the said Syed Hoosmaul should be thereunto afterwards Requested - And Whereas the said Syed Hoosmaul afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Parreyanen in other Five hundred Pagodas Nine fanams and Seventy cash Current Money of Madras for Money by the said Parreyanen before that time lent and advanced to the said Syed Hoosmaul at his Special Instance and Request and being so indebted he the said Syed Hoosmaul in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and faithfully promised the said Parreyanen to pay him the said Sum of Five hundred Pagodas Nine fanams and Seventy cash when he the said Syed Hoosmaul should be thereunto afterwards Requested. And Whereas the said Syed Hoosmaul afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted together with the said Parreyanen of and Concerning diver other Sums of Money before that time due and owing from the said Syed Hoosmaul to the said Parreyanen and then being in arrear and unpaid and upon that account, he the said Syed Hoosmaul was then and there found in arrear to the said Parreyanen in another large Sum of Money to wit the Sum of Five hundred Pagodas Nine fanams and Seventy cash of like Current and being so found in arrear he the said Syed Hoosmaul in Consideration thereof

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort Saint George Madras - - } Nummungalum Venkiah Braminy of Madras puts in his place and steed Downes Disney to act and prosecute as his attorney against Pigo Tagaroy Chitty in the Plea of Trespass on the case -

Fort Saint George Madras - - } The said Pigo Tagaroy Chitty in his own Person at the Suit of the said Nummungalum Venkiah Braminy in the Plea aforesaid -

Fort St George Madras - } Be it remembered that in the Fourth Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Nummungalum Venkiah Braminy by Downes Disney his attorney and brought into the said Court then there his certain Plaint against Pigo Tagaroy Chitty in a Plea of Trespass, and there are Pledges to prosecute to wit John Doe and Richard Roe, which said Plaint follows in these words —

Plaint in debt filed 28th September 1802 - Fort Saint George Madras to wit Nummungalum Venkiah Braminy of Madras Inhabitant by Downes Disney his attorney Complains of Pigo Tagaroy Chitty also of Madras Inhabitant and as such a person Subject to the Jurisdiction of this Honorable Court of a Plea that he render to him Two hundred and Fifty Star Pagodas Current Money of Madras which he owes to and unjustly detains from him For that whereas the said Pigo Tagaroy Chitty on the Ninth day of February in the Year of our Lord one thousand Seven hundred and Ninety Six at Madras aforesaid made a certain Mortgage Bond or writing obligatory and [illegible] thereunto Subscribed according to the Custom of the

Natives bearing date the same day and Year aforesaid and then and there delivered the said Mortgage Bond or Writing obligatory to the said Nimmungalum Venkiah Brahmny by which said Mortgage Bond or writing obligatory sealed with the seal of him the said Pigo Teagaroy Chitty (now Shewn to the Court & per Lord the King here) he the said Pigo Teagaroy Chitty acknowledged to have borrowed and Received of the said Nimmungalum Venkiah Brahmny the Sum of Two Hundred and Fifty Star Pagodas Current Money of Madras which Sum the said Pigo Teagaroy Chitty did thereby engage to Repay to the said Nimmungalum Venkiah Brahmny on demand with all such Interest as should or might become due thereon at the rate of Twelve per Cent per annum or when he should aforesaid be thereto required Nevertheless the said Pigo Teagaroy Chitty hath not yet paid the said Sum of Money or any part thereof to the said Nimmungalum Venkiah Brahmny although often required so to do but so to do this hath hitherto wholly refused and still doth refuse to the damage the said Nimmungalum Venkiah Brahmny as aforesaid of Five Hundred Pagodas and therefore he brings his Suit and so forth -

impar Cancr

And Now in the Vacation of the Fourth Term that is to say on the Eleventh day of December in the Year of our Lord one thousand eight hundred and two until which day the said Pigo Teagaroy Chitty had leave to impark to the said Plaint and then to answer the same at which day came as well the said Nimmungalum Venkiah Brahmny by his said attorney as the said Pigo Teagaroy Chitty in his own Proper Person - And the said Pigo Teagaroy Chitty defends the Torong and injury when &c and says that he cannot deny the said action of the said Nimmungalum Venkiah Brahmny nor but that he did undertake and promise in Manner and Form as the said Brahmny

hath above thereof Complained against him nor but that the said Nimmungalum Venkiah Brahmny hath sustained damages by Occasion of the non Performance of the said Several promises and Undertakings to the Sum of Two hundred and thirteen Star Pagodas twelve fanams and fifty Cash as he the said Nimmungalum Venkiah Brahmny hath above in his said Declaration Supposed and thereupon the said Nimmungalum Venkiah Brahmny prays that the Damages so acknowledged together with his Expences and Costs laid out by him about his Suit in this behalf may be adjudged to him &c Therefore It is Considered that he the said Nimmungalum Venkiah Brahmny Recover against the said Pigo Teagaroy Chitty his damages aforesaid so by him in form aforesaid acknowledged and also the Sum of Forty Star Pagodas and forty one fanams for his Costs and Charges by the Court here adjudged to the said Nimmungalum Venkiah Brahmny by his assent which Damages in the whole amount to the Sum of Two hundred and fifty four Star Pagodas nine fanams and fifty Cash and the said Pigo Teagaroy Chitty in Mercy &c

Judgment signed for the Plt on the 11th of Decr 1802
H Templer
Dr Porth.

mercy

And thereupon the said Nimmungalum Venkiah Brahmny by Towner Disney his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madras patnam to Cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Pigo Teagaroy Chitty the Sum of Two hundred and fifty four Star nine fanams and fifty Cash - And it is granted unto him returnable here on the Eleventh day of January Next

Execution Issued this 11th day of December 1802 -

Reas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two.

Fort St George Madras } Gowerdana Doss puts in his place Emanuel Samuel his Attorney and Dillayhur Jung in a Plea of trespass on the case -

Fort St George Madras } The said Dillayhur Jung puts in his place George Mc Mahon his Attorney in the Suit of the said Dillayhur Jung in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Third Term in the Year of our Lord one Thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Gowerdana Doss by Emanuel Samuel his Attorney and brought into the said Court then there his certain Plaint against Dillayhur Jung in a Plea of Trespass, and there are Pledges to prosecute to wit John Doe and Richard Roe which said Plaint followeth in these words Madras to wit Gowerdana Doss of Madras Soucar by Emanuel Samuel his Attorney Complains of Dillayhur Jung an Inhabitant of Madras and as such a Person subject to the Jurisdiction of this Honble Court and being the Eldest son and heir of Abdool Whaleekhan a Nassora Davoolah deceased late a Mussulman Inhabitant of Madras and as such son and heir and Representative according to the Mahomedan Laws and Customs having taken possession of the Estate and Effects which were of the said Abdool Whab Khan Nassora Davoolah at the time of his death who died intestate - For that whereas the said Abdool Whab Khan

Plaint in assumpsit filed 8th August 1802

on the third day of January in the Year of Christ

one thousand seven hundred and ninety eight at Madras was indebted to the said Gouerdana Doss in the sum of Ten thousand Star Pagodas of lawfull Current Money of Madras for money by the said Gouerdana Doss before that time lent and advanced to the said Abdool Whab Khan and at his special instance and Request - And being so indebted he the said Abdool Whab Khan in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Gouerdana Doss to pay him the said Sum of money when he the said Abdool Whab Khan should be thereto afterwards requested - And whereas the said Abdool Whab Khan in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Gouerdana Doss in the further Sum of Ten thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Gouerdana Doss before that time laid out expended and paid for the said Abdool Whab Khan and at his like special instance and Request - And being so indebted he the said Abdool Whab Khan in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Gouerdana Doss to pay him the said last mentioned sum of money when he the said Abdool Whab Khan should be thereto afterwards requested - And whereas also the said Abdool Whab Khan in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid was indebted to the said Gouerdana Doss in the further Sum of Ten thousand Star Pagodas of like lawful Current Money of Madras for Money by the said Abdool Whab Khan before that time had and received to the use of the said Gouerdana Doss - And being so indebted he the said Abdool Whab Khan in his life time in

at Madras aforesaid undertook and then and there faithfully promised the said Gouerdana Doss to pay him the said last mentioned Sum of Money when he the said Abdool Whab Khan should be thereto afterwards requested - And whereas the said Abdool Whab Khan in his life time afterwards to wit on the same day and year aforesaid at Madras aforesaid accounted with the said Gouerdana Doss of and Concerning diuers other Sums of Money before that time due and owing from the said Abdool Whab Khan to the said Gouerdana Doss and then being in arrear and unpaid and upon that accounting the said Abdool Whab Khan was then and there found to be in arrear and indebted to the said Gouerdana Doss in the further Sum of Ten thousand Star Pagodas of like lawful Current Money of Madras and being so found in arrear and indebted he the said Abdool Whab Khan in his life time in consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Gouerdana Doss to pay him the said last mentioned Sum of Money when he the said Abdool Whab Khan should be thereto afterwards requested - Yet the said Abdool Whale Khan in his life time and the said Dillayhur Jung as such Representative as aforesaid since his death not regarding the several promises and Undertakings of the said Abdool Whab Khan so by him in manner and form aforesaid made but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said Gouerdana Doss in this behalf have not nor hath either of them yet paid the

the said several Sums of Money or any or either of them or any part thereof to the said Gourdana Doss although so to do the said Abdool Whab Khan in his life time to wit on the day and year aforesaid and the said Dillayhur Jung as such Representative as aforesaid since his death to wit on the Seventeenth day of July in the year of Christ one thousand eight hundred and two and afterwards to wit at Madras were respectively requested by the said Gourdana Doss to pay the same, but to pay the same or any part thereof to the said Gourdana Doss they and each of them have and hath hitherto wholly refused and the said Dillayhur Jung still doth refuse to the Damage of the said Gourdana Doss of Ten thousand Star Pagodas and therefore he brings his Suit &c.

imparlance

And Now at this day that is to say on the thirteenth day of September in this Fourth Term in the Year of our Lord one thousand eight hundred and two before the Court here comes as well the said Gourdana Doss by his said attorney as the said Dillayhur Jung by George Mc Makin his attorney. And the said Dillayhur Jung defends the Wrong and injury when &c and Says that he Cannot deny the said action of the said Gourdana Doss nor but that the said Abdool Whab Khan Nasoorah Dawoolah did undertake and promise in Manner and form as the said Gourdana Doss hath above thereof Complained against him the said Dillayhur Jung nor but that he the said Gourdana Doss hath sustained damages by occasion of the non performance of the said promises and Undertakings in the said Plaint mentioned to the Sum of Star Pagodas, Five thousand five hundred and eighty six parcel of the damages above alledged besides his Costs and Charges by him about his Suit in this behalf

Expended- and upon this the said Gourdana Doss freely here in Court remits to the said Dillayhur Jung the Sum of Four thousand four hundred and fourteen Star Pagodas (residue of the said Ten thousand Star Pagodas above Mentioned) and prays judgment for the said Sum of Five thousand five hundred and eighty six Star Pagodas (parcel of the said Ten thousand Star Pagodas) so acknowledged as aforesaid together with his Costs and Charges by him about this Suit in this behalf Expended to be adjudged to him &c. Therefore it is Considered that the said Gourdana Doss Recover against the said Dillayhur Jung (Eldest Son and Heir of the said Abdool Whab Khan Nasoorah Dawoolah deceased and as such Son and Heir and Representative according to the Mahomedan laws and customs having taken possession of the Estate and Effects which were of the said Abdool Whab Khan Nasoorah Dawoolah deceased at the time of his death who died intestate) his damages aforesaid to the said Sum of Star Pagodas Five thousand five hundred and eighty six - and also Pagodas Seven two and thirty Fanams for his said Costs and Charges by the Court here adjudged to the said Gourdana Doss and with his assent which said damages Costs and Charges amount in the whole to the Sum of Star Pagodas Five thousand Six hundred and fifty eight and thirty Fanams to be levied of the Lands goods Chattels and Estate which were of the said Abdool Whab Khan Nasoorah Dawoolah deceased at the time of his death in the hands of the said Dillayhur Jung as Son and Heir and Representative as aforesaid and the said Dillayhur Jung in mercy &c -

Judgment signed 20th Dec. 1802, on the part of the Deft.

Mercy

Writ of Execution Issued this 21st December 1802

And thereupon the said Gourdana Doss by Emanuel Samuel his attorney prays a writ of our Lord the King to be directed to the Sheriff to Cause him to

to Levy and make of the Houses Lands Debts and Other Effects which belong to the said Abdool Whab Khan deceased in the hands of the said Dillayar Jung as Son and Heir and Representative of the said Abdool Whab Khan deceased the Sum of five thousand six hundred and fifty eight Pagodas & thirty fanams - and it is granted unto him returnable here on the fourth day of January Next

Pleas before the Honble Sir Thomas Andrew Stranger Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Vasundapooram Ramasaumy Braming puts in his place Robert Orme his attorney against Vendaloore Vencatachella Pillay in a Plea of Debt upon Bond -

Fort St George Madras } The said Vendaloore Vencatachella Pillay puts in his place his attorney at the Suit of the said Vasundapooram Ramasaumy Braming in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the first Term in the Year of our Lord one thousand eight hundred and two - before the said Supreme Court of Judicature at Madras came Vasundapooram Ramasaumy Braming by Robert Orme his attorney and brought into the same Court then there his certain Plaint against Vendaloore Vencatachella Pillay in a Plea of Debt upon bond and Plaint & one Debt Judgment on Warrant of Attorney filed 25th April 1802 - Here are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort St George Madras

Vasundapooram

Vasundapooram Ramasawmy Braminy by Robert Orme his Attorney complains of Vendaloore Vencatachella Pillay of Madras Inhabitant and as such and by his Certain warrant of Attorney to confess Judgment by him in this behalf duly Made and given is Subject to the Jurisdiction of this Honble Court of a Plea that he render thirty thousand nine hundred and Seventy Current Pagodas of Lawful Money of Madras which he Owes to and unjustly detains from him For that Whereas the said Vendaloore Vencatachella Pillay heretofore to wit on the thirty first day of December in the Year of Christ one thousand Seven hundred and ninety five at Madras by his Certain writing Obligatory Sealed with the Seal of the said Vendaloore Vencatachella Pillay and to the Court now here Shown the date Whereof is on the Day and Year aforesaid acknowledged himself to be held and firmly bound to the said Vasundapooram Ramasawmy Braminy in the penal Sum of Thirty thousand Nine hundred and Seventy Current Pagodas to be paid to the said Vasundapooram Ramasawmy Braminy when he the said Vendaloore Vencatachella Pillay should be thereunto afterwards Requested Yet the said Vendaloore Vencatachella Pillay (although often Requested &c) hath not yet paid the said Sum of Thirty thousand Nine hundred and Seventy Current Pagodas above demanded to the said Vasundapooram Ramasawmy Braminy But to pay the same or any part thereof to the said Vasundapooram Ramasawmy Braminy hath hitherto wholly refused and Still doth refuse to the said Vasundapooram Ramasawmy

Plea & Confession filed 30th Dec. 1802

And the said Vendaloore Vencatachella Pillay by Emanuel Samuel his Attorney Comes and Defends the Wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Vasundapooram Ramasawmy Braminy by Which the said Vasundapooram Ramasawmy Braminy remains thereon undefended against the said Vendaloore Vencatachella Pillay Therefore it is Considered that the said Vasundapooram Ramasawmy Braminy recover against the said Vandaloore Vencatachella Pillay his said Debt and also Thirty eight Pagodas and fourteen Fanams for his Damage which he hath sustained as well by Occasion of the detaining the said Debt as for his Costs and Charges by him about his Suit in this behalf Judgment against the Pt. on the 30th of Dec. 1802 R. Temple Dr. Orme

Expended by the Court here adjudged to the said Vasundapooram Ramasawmy Braminy by his agent and the said Vendaloore Vencatachella Pillay in Mercy &c

mercy

And thereupon the said Vasundapooram Ramasawmy Braminy by Robert Orme his Attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, Debts and other Effects which belong to the said Vendaloore Vencatachella Pillay the Sum of Twenty six thousand three hundred and fifty eight Pagodas and fourteen Fanams - and it is granted unto him returnable here on the Twenty first day of February next

Writ of Execution Issued the 20th January 1803

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice, and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of his Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras ss. } Vasuntapooram Ramasawmy Braminy sues in his Place Robert Orme his attorney against Audey Latcham Widow and Ramasawmy Chitty the personal Representatives of Vencataram Chitty deceased and also of Cotta Baulos Chitty deceased in a Plea of debt -

Fort Saint George Madras ss. } The said Audey Latcham and Ramasawmy Chitty in their own Persons at the Suit of the said Vasuntapooram Ramasawmy Braminy in the Plea aforesaid -

Fort Saint George Madras ss. } Be it remembered that as of the First Term in the Year of our Lord one Thousand eight hundred and one before the said Supreme Court of Judicature at Madras came Vasuntapooram Ramasawmy Braminy by Robert

Orme his attorney and brought into the said Court then there his
Certain Plaint against Audey Latcham widow and Ramasawmy
Chitty the Personal Representatives of Vencataram Chitty deceased
and also of Cotta Bauloo Chitty deceased in a Plea of debt and
there are Pledges for the prosecution to wit John Doe and Richard
Roe which said Plaint follows in these words Fort Saint George
Madras ss Vasumtapooram Ramasawmy Braming by Robert
Orme his Attorney Complains of Audey Latcham widow and
Ramasawmy Chitty the personal Representatives of Vencataram Chitty
deceased and also of one Cotta Bauloo Chitty deceased according to
the Laws and Customs of Hindoo Natives and having as such
personal Representatives administered and taken possession of the
Estate and Effects which were of the said Vencataram Chitty and of the
said Cotta Bauloo Chitty at the time of their deaths - And the said
Audey Latcham and Ramasawmy Chitty living Inhabitants of
Madras and as such Subject to the Jurisdiction of this Honble Court
of a Plea that they render to him the said Vasumtapooram Ramasawmy
Braming Fourteen thousand one hundred and seventy five Star Pagodas
six Fanams and forty Cash of the Current Money of Madras which they
unjustly detain from him For that Whereas the said Cotta Bauloo Chitty
and Vencataram Chitty in their life times to wit on the First day of
August in the Year one thousand seven hundred and ninety three at

Plaint in debt filed the 12th January 1802.

Seals of the said Cotta Bauloo Chitty and Vencataram Chitty and to the Court
now here shewn the date whereof is the same day and year aforesaid
acknowledged themselves their Heirs Executors and Administrators to be
held and firmly bound to the said Vasumtapooram Ramasawmy Braming
and one Maila Choca Pillay since deceased and whom the said Vasumta-
-pooram Ramasawmy Braming hath survived in the penal Sum of Six
Thousand one hundred and Seventy five Star Pagodas Six Fanams and
forty Cash parcel of the said Sum of Fourteen thousand one
hundred and Seventy five Star Pagodas, Six Fanams and forty Cash
above demanded to be paid to the said Vasumtapooram Ramasawmy
Braming and Maila Choca Pillay when they the said Cotta Bauloo Chitty
and Vencataram Chitty should be thereunto afterwards requested - And in
case of failure of payment of the said Sum or any part thereof or touching
any difference or dispute that might arise thereupon they the said Cotta Bauloo
Chitty and Vencataram Chitty did thereby Consent and agree irrevocable to submit
the same to the decision of the late Mayor's Court of Madraspatnam and
finally to abide by each award Judgment or Decree as they should
make in the Premises: And Whereas also the said Cotta Bauloo Chitty
and Vencataram Chitty in their life times to wit on the said first day of
August in the said Year one Thousand Seven hundred and Ninety three
at Madras aforesaid by their Certain other writing obligatory sealed
with the Seals of the said Cotta Bauloo Chitty and Vencataram Chitty

and

and to the Court now here Shewn the date whereof is the same day and
year last aforesaid acknowledged themselves their heirs Executors
and Administrators to be held and firmly bound to the said Vasuntapur-
=ram Ramasawmy Brahminy and the said Maila Choca Pillay
and whom the said Vasuntapooram Ramasawmy Brahminy hath
survived as aforesaid in the further Sum of eight thousand Current
Pagodas (residue of the said Sum of Fourteen thousand one hundred
and seventy five Star Pagodas Six fanams and forty cash above demanded)
to be paid to the said Vasuntapooram Ramasawmy Brahminy and Maila Choca
Pillay when they the said Cotta Baaloo Chitty and Vencataram Chitty should be
thereunto afterwards requested And in case of failure of payment of the said
last Mentioned Sum or any part thereof or touching any difference or
dispute that might arise thereupon They the said Cotta Baaloo Chitty and
Vencataram Chitty did thereby Consent and agree irrevocable to submit the same
to the decision of the said late Mayors Court of Madraspatnam and finally
abide by such Award Judgment or Decree as they should make in the
Premises Yet the said Cotta Baaloo Chitty and Vencataram Chitty in their
respective life times did not nor did either of them nor have the said
Audrey Latcham and Ramasawmy Chitty or either of them as such personal
Representatives of the said Cotta Baaloo Chitty and Vencataram Chitty
the said Audrey Latcham being the widow and the said Ramasawmy Chitty
the Son of the said Vencataram Chitty deceased [illegible] Post

the said Vencataram Chitty survived and whose Estate and Effects respectively
and administered) Yet paid the said Sevenly Sum of six
Thousand one hundred and Seventy five Star Pagodas Six fanams
and forty Cash and Eight Thousand Current Pagodas (amounting
together to the Sum of Fourteen Thousand one hundred and Seventy
four Star Pagodas Six fanams and forty Cash above demanded)
or either of them or any part thereof to the said Vasuntapooram
Ramasawmy Brahminy and Maila Choca Pillay deceased in the
life time of the said Maila Choca Pillay or to either of them
or to the said Vasuntapooram Ramasawmy Brahminy since the
decease of the said Maila Choca Pillay But to pay the same
or either of them or any part thereof to the said Vasuntapooram
Ramasawmy Brahminy and Maila Choca Pillay in the life time
of the said Maila Choca Pillay or to either of them or to
the said Vasuntapooram Ramasawmy Brahminy who hath
survived the said Maila Choca Pillay since his death as
well the said Cotta Baaloo Chitty and Vencataram Chitty in
their respective life times as the said Audry Latcham and
Ramasawmy Chitty since the deaths of the said Cotta Baaloo
Chitty and Vencataram Chitty have and each of them hath wholly
refused and the said Audry Latcham and Ramasawmy
each of them still doth refuse to pay the same

same or any part thereof to the said Vasuntaporam Ramasawmy Braming who hath survived the said Moula Choca Pillay as aforesaid To the damage of the said Vasuntaporam Ramasawmy Braming who hath saved the said Maila Choca Pillay as aforesaid of Fifty Star Pagodas and therefore he brings his Suit &c.

And Now at this day that is to say on the Thirteenth day of September in the Year of our Lord one thousand eight hundred and Two in this same 4th Term the said Audey Latcham and Ramasawmy Chitty in their own persons come and say that they cannot deny the said action of the said Vasuntaporam Ramasawmy Braming nor but the said Bond is the Deed of the said Vincataram Chitty and Cotta Bauloo Chitty nor but that they the said Audey Latcham and Ramasawmy Chitty Personal Representatives as aforesaid detain from the said Vasuntaporam Ramasawmy Braming the said Fourteen Thousand one hundred and Seventy five Star Pagodas Six fanams and forty Cash in manner and form as the said Vasuntaporam Ramasawmy Braming hath above Complained against them Therefore it is Considered that the said Vasuntaporam Ramasawmy Braming recover against the said Audey Latcham and Ramasawmy Chitty Personal Representatives as aforesaid his said Debt and also Seventy Two Pagodas and Sixteen fanams for his damages which he hath sustained as well by occasion of the detaining thereof as for his Costs and Charges by him about his Suit in this behalf Expended adjudged to the said Vasuntaporam Ramasawmy Braming by his assent to be levied of the several Goods and Chattels

Plea of Confession filed 22nd Dec.r 1802

Judgment signed for plt the 6th of Jan.y 1803

mercy

the time of their respective deaths and the said Audey Latcham and Ramasawmy Chitty in mercy &c.- And Thereupon the said Vasuntaporam Ramasawmy Braming by Robert Orme his attorney prays a Writ of our Lord the King to be directed to the Sheriff to cause him to Levy and make of the several Houses, Lands, Debts and other Effects which belong to the said Vencataram Chitty and Cotta Baulo Chitty deceased in the hands of the said Audey Latcham and Ramasawmy Chitty (the former being the widow and the latter the Son of the said Vencataram Chitty deceased who was the eldest Son and personal Representative of the said Cotta Baulo Chitty whom the said Vencataram Chitty survived and whose Estate & Effects he possessed and administered.) the Sum of Six thousand eight hundred and Seventy two Pagodas and Sixteen fanams

Writ of Execution Issued 5th January 1803

and it is granted unto him Returnable here on the Second day of February Next.-

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sulivan Knight Puisne Justices of his Majestys Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Vesantapauram Ramasawmy Braminy puts in his place Robert Orme his Attorney against Ramanjammah Widow the Personal Representative of Totala Chingana Naick deceased in a Plea of debt -

Fort St George Madras } The said Ramanjammah in her own Person at the Suit of the said Vesantapauram Ramasawmy Braminy in the Plea aforesaid -

Fort St George Madras } Be it remembered that as of the First Term in the Year of our Lord one thousand eight hundred and one Before the said Supreme Court of Judicature at Madras came Vesantapauram Ramasawmy Braminy by Robert Orme his Attorney and brought into the said Court then there his Certain Plaint against Ramanjammah Widow the Personal Representative of Totala Chingana Naick deceased in a Plea of Debt and there are Pledges for the Prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort Saint George

Plaint in Debt filed 11th January 1802

Madras ss Vesantapauram Ramasawmy Braminy by Robert Orme his attorney Complains of Ramanjammah Widow being the Personal Representative of Totally Chingana Naick late of Madras Inhabitant deceased according to the Laws and Customs of the Hindoo Natives and Raining as such personal Representative administered and taken Possession of the Estate and Effects which were of the said Totala Chingana Naick at the time of his death and the said Ramanjammah being an Inhabitant of Madras and as such Subject to the Jurisdiction of this Honble Court of a

Plea

Plea that she render to him the said Vesantapauram Ramasawmy Braming eight hundred and Sixty five Star Pagodas thirty three Fanams and Sixty Cash Current Money of Madras which she owes to and unjustly detains from him For that Whereas the said Totalla Chingana Naick in his life time, to wit, on the first day of January in the Year one Thousand Seven Hundred and Ninety seven at Fort Saint George Madras aforesaid by his Certain writing Obligatory sealed with the seal of the said Totala Chingana Naick and to the Court here shewn the date Whereof is the day and Year aforesaid acknowledged himself to be held and firmly bound unto the said Vesantapauram Ramasawmy Braming in the penal Sum of Eight hundred and Sixty five Star Pagodas thirty three Fanams and Sixty Cash Current Money of Madras to be paid to the said Vesantapauram Ramasawmy Braming his heirs Executors and Administrators when he the said Totala Chingana Naick should be thereto afterwards Requested and in Case of failure of payment of the said Sum or any part thereupon to the said Totala Chingana Naick did thereby Covenant and agree to submit the same to decision of the late Mayor's Court at Madraspatnam and finally abide by such award Judgment or Decree as they should Make in the Premises Yet neither the said Totala Chingana Naick in his life time nor the said Ramanjammah as his personal Representative as aforesaid since his decease although often requested have not nor hath either of them paid the said Sum of eight hundred and Sixty five Star Pagodas thirty three Fanams and Sixty Cash or any part thereof to the said Vesantapauram Ramasawmy Braming but he the said Totala Chingana Naick in his life time and the said Ramanjammah as his personal Representative as aforesaid since his death hath wholly refused to pay the same, and she the said Ramanjammah still refuses to pay the same or any part thereof to the said Vesantapauram Ramasawmy Braming To the Damage of the said Vesantapauram Ramasawmy Braming of Five Hundred Star Pagodas and thereof

the thirteenth day of September in the year of our Lord one thousand eight hundred and two in this same 4th Term the said Ramanjammah in her own Person comes and says that she Cannot deny the said action of the said Vesantapauram Ramasawmy Braming nor but the said Bond is the Deed of the said Totala Chingana Naick nor but that she the said Ramanjammah personal Representative as aforesaid detains from the said Vesantapauram Ramasawmy Braming the said Eight hundred and Sixty five Star Pagodas thirty three fanams and Sixty cash in Manner and form as the said Vesantapauram Ramasawmy Braming hath above Complained against her Therefore it is Considered that the said Vesantapauram Ramasawmy Braming recover against the said Ramanjammah personal Representative as aforesaid his said debt and also Ninety five Pagodas and twenty three fanams for his damages which he hath sustained as well by occasion of the detaining thereof as for his Costs and Charges by him about his Suit in this behalf Expended, adjudged to the said Vesantapauram Ramasawmy Braming by his assent to be levied of the Goods and Chattels which were of the said Totala Chingana Naick at the time of his death - and the said Ramanjammah in Mercy &c. And thereupon the said Vesantapauram Ramasawmy Braming by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam &c. Causing him to Levy and Make of the Houses, Lands, Debts and other Effects which belong to the said Totalla Chingana Naick deceased in the hands of the said Ramanjammah personal Representative of the said Totalla Chingana Naick deceased the Sum of Eight hundred and thirty eight Pagodas eighteen fanams and thirty cash - and it is granted unto him returnable here on the second day of February next -

Judgment signed for the Plaintiff the 5th January 1802.
P. Temple
D. Com.

Mercy

Writ of Execution Issued the 5th January 1803 -

Pleas before the Honorable
Sir Thomas Andrew Strange Knight
Chief Justice and the Honble Sir
Henry Gwillim Knight and the
Honble Sir Benjamin Sullivan
a Knight Puisne Justices of His Majesty's
Supreme Court of Judicature at Madras
of the Fourth Term in the Year of our
Lord one thousand eight hundred and two

Fort St George
Madras } Nila Cholliappa Moodeliar puts in his place Fownes
Pitney as his attorney against Valaty Veerabadra Chitty Parca
Sunchoo Chitty and Chinna Sunchoo Chitty in a Plea of Trespass
on the Case

Fort St George
Madras } The said Valaty Veerabadra Chitty, Parca Sunchoo Chitty and
Chinna Sunchoo Chitty in their own proper persons at the Suit
aforesaid in the Plea aforesaid

Fort St George
Madras } Be it Remembered that in the second Term in the Year of our
Lord one thousand eight hundred and two before the said
Supreme Court of Judicature at Madras came Mila Cheliappa
Plaint in a Plumpit filed 11th May 1802 Modeliar by Towner Disney his attorney and brought into the same Court
then there his Certain Plaint against Vulaty Veerabadra Chitty Para
Sencheo Chitty and Chinna Sencheo Chitty of Madras inhabitants and
Copartners and as such Subjects to the Jurisdiction of this Honble Court
in a Plea of Trespass and there are Pledges for the Prosecution
to wit John Doe and Richard Roe which said Plaint follows
in these words- Mila Cheliappa Modeliar of Madras Inhabitant
by Towner Disney his attorney Complain of Vulaty Veerabadra
Chitty Para Sencheo Chitty and Chinna Sencheo Chitty also of Madras
Inhabitants and Copartners and as such persons Subject to the
Jurisdiction of this Honorable Court- For that whereas the said Vulaty
Veerabadra Chitty Para Sencheo Chitty and Chinna Sencheo Chitty on the
Second day of March in the Year of Christ one thousand eight
hundred and one Came at Madras Made their Certain instrument
or Written agreement according to the Custom of the Natives of Madras
in the Malabar Language by the Name and addition of Vulaty
Veerabadra Chitty and Para Sencheo and Chinna Sencheo together

Subscribed Veerabadra Chitty Vulaty Para Sencheo and Chinna
Sencheo and bearing date the day and Year aforesaid and then
and there delivered the same instrument in writing to the said
Mila Cheliappa Modeliar which said Instrument or agreement
in Writing they the said Vulaty Veerabadra Chitty Para Sencheo
and Chinna Sencheo did acknowledge that the said Vulaty Veera-
badra Chitty did on the Ninth day of June one thousand seven
hundred and Ninety five Borrow in ready Cash the Sum of one
thousand Pagodas and Executed a Bond for the same and
that on the Twenty fifth day of July of the same Year borrowed in
ready Money the Sum of one thousand Pagodas and executed another
Bond for the same in all Pagodas two thousand and the said
Vulaty Veerabadra Chitty Para Sencheo Chitty and Chinna
Sencheo Chitty did thereby Jointly and Severately engage
to pay to the said Mila Cheliappa Modeliar the Principal
and Interest agreeable to the said two Bonds on or before
the Second day of March one thousand eight hundred and two or
when they should be thereunto afterwards requested by
Means whereof the said Vulaty Veerabadra Chitty Para Sencheo
Chitty and Chinna Sencheo Chitty became liable to pay to the said
Mila Cheliappa Modeliar the said Sum of Money in the said
two Bonds Mentioned or Specified according to the tenor and
Effect

Effect of the said Malabar agreement or Instrument in writing and being so liable they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mila Choliappa Moodeliar to pay him the said Sum of money in the said Instrument in writing specified and Set forth according to the tenor and effect of the said Malabar agreement or Instrument in writing - And whereas the said Valaty Veera = badra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty afterwards to wit on the same day and year at Madras aforesaid was indebted to the said Mila Choliappa Moodeliar in the Sum of Three thousand five hundred and thirty one Pagodas thirty three Fanams and sixty Cash of lawful Current Money of Madras for Money by the said Mila Choliappa Moodeliar before that time lent and advanced to the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty and at their special instance and request and being so indebted they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty in Consideration thereof afterwards to wit on the same day and year aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mila Choliappa

When they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty should be thereto afterwards requested - And whereas the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid was indebted to the said Mila Choliappa Moodeliar in the further Sum of Three thousand five hundred and fifty one Pagodas thirty three Fanams and sixty Cash of like Lawful Current Money of Madras for Money by the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty before and being so indebted they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mila Choliappa Moodeliar to pay him the said last mentioned Sum of Money when they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty should be thereto afterwards requested - And whereas the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty afterwards to wit on the same day and year last aforesaid at Madras aforesaid accounted with the said Mila Choliappa Moodeliar of and concerning divers other Sums of Money before that time due and

and Chinna Senchoo Chitty to the said Mila Choliappa Modeliar and they being in arrear and unpaid and upon that account the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty was then and there found to be in arrear and indebted to the said Mila Choliapah Modeliar in the further Sum of Three thousand five hundred and thirty one Pagodas thirty three Fanams and sixty Cash of like lawful Current Money of Madras & being so found in arrear and indebted they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty in Consideration thereof afterwards to wit on the same day and year last aforesaid at Madras aforesaid undertook and then and there faithfully promised the said Mila Choliappa Modeliar to pay him the said last Mentioned Sum of Money which they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty should be thereto afterwards requested Yet the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty not regarding their said Several promises and Undertakings so by them in Manner and form aforesaid made but Contriving and fraudulently intending Craftily and Subtilly to deceive and defraud the said Mila Choliappa Modeliar in his behalf hath not yet paid the said Several Sums of Money or any or either of them or any part thereof to the said Mila Choliappa Modeliar although so to do they the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty was requested to wit on the day and year last aforesaid and often times afterwards at Madras aforesaid but to do that

said Mila Choliappa Modeliar Five thousand Star Pagodas and therefore he produces his suit &c.

And now in the Vacation after the Fourth Term that is to say on the Sixteenth day of September in the Year one thousand eight hundred and two until which day the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty have leave to Imparl to the said Plaint and then to answer the same &c as well the said Mila Choliappa Modeliar by his said attorney as the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty in their own proper persons do come before the Court here and the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty defend the wrong and injury when &c and says Nothing in bar or preclusion of the said action of the said Mila Choliappa Modeliar by which said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty remain therein undefended against the said Mila Choliappa Modeliar Therefore it is Considered by the Court here that the said Mila Choliappa Modeliar do recover against the said Valaty Veerabadra Chitty Parea Senchoo Chitty and Chinna Senchoo Chitty his said Debt amounting to the Sum of three thousand five hundred and seventy two Pagodas fourteen Fanams and Sixty Cash and also one hundred and sixty six Pagodas and fourteen Fanams for his damages which he hath sustained as well by occasion of detaining the said Debt as for his Costs and Charges by him about his said suit in this behalf Expended making together the Sum of three thousand Eight hundred and thirty eight Pagodas and thirty one Fanams and sixty Cash by the Court here adjudged to the said Mila Choliappa Modeliar by his Attorney and that he have Execution thereof

Judgment signed for the Plaintiff on the 6th of Jan. 1803

(and)

and the said Colaty Cunchadra Chitty Parea Sunchoo Chitty and Chinna Sunchoo
Mercy Chitty are in Mercy &c.-

Fort St George Madras } Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sulivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two-

Fort St George Madras } Madapaukum Verdarayah Moodeliar puts in his place Robert Orme his attorney against Collatoor Verdapah in a Plea of Debt upon Bond-

Fort St George Madras } The said Collatoor Verdapah puts in his place Townes Disney his attorney in the Suit of the said Madapaukum Verdarayah Moodeliar in the Plea aforesaid-

Fort St George Madras } Be it remembered that in the Third Term in the Year of our Lord one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Madapaukum Verdarayah Moodeliar by Robert Orme his attorney and brought into the same Court then there his certain Plaint against Collatoor Verdapah in a Plea of Debt upon bond and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words to wit Fort Saint George

Plaint filed 19th August 1802.

Madapaukum Verdarayah Moodeliar by Robert Orme his Attorney of Madras Inhabitant and

as such Subject to the Jurisdiction of this Honble Court of a Plea that he render to him the said Madapaukum Vordarajah Modeliar eight hundred Star Pagodas which he the said Collatoor Vardapah owes to and unjustly detains from him For that whereas the said Collatoor Vardapah heretofore to wit on the Twenty fourth day of October in the Year of our Lord one thousand eight hundred and one at Madras aforesaid by his certain Writing obligatory Sealed with the Seal of the said Collatoor Vardapah and to the Court now here shewn the date whereof is on the day and year aforesaid, acknowledged himself by the name and Description of Collatoor Vardapah Son & Heir and Executor of Vencatachella Modeliar deceased to be held and firmly bound unto the said Madapaukum Vordarajah Modeliar in the penal Sum of eight hundred Star Pagodas to be paid to the said Madapaukum Vordarajah Modeliar when he the said Collatoor Vardapah should be thereunto afterwards required Yet the said Collatoor Vardapah (although often requested &c) hath not yet paid the said Sum of eight hundred Star Pagodas or any part thereof to the said Madapaukum Vordarajah Modeliar but to pay the same or any part thereof to the said Madapaukum Vordarajah Modeliar he the said Collatoor Vardapah hath hitherto wholly refused and still doth refuse to the said Madapaukum Vordarajah Modeliar his damage of Fifty Star Pagodas and therefore he brings Suit &c.

and then to answer the same at which day before &c the said Court came as well the said Madapaukum Vordarajah Modeliar by his said attorney as the said Collatoor Vardapah by Towne Disney his attorney, and the said Collatoor Vardapah defends the wrong and injury when &c and says that the said Writing obligatory in the said Plaint mentioned is not his Deed, and of this he puts himself upon the Court &c And the said Madapaukum Vordarajah Modeliar doth the like &c

Plea filed 12th September 1802

Issue Joined

And Now in this same Term that is to say on the Twenty second day of September to which day was given as well to the said Madapaukum Vordarajah Modeliar as to the said Collatoor Vardapah to inform the Court of the Premises at which day came the Parties aforesaid by their said Attornies And the said Court having heard the respective Allegations of the Parties and examined the truth thereof and duly and deliberately considered the Evidence say that the said Writing obligatory in the Plaint mentioned is the Deed of the said Collatoor Vardapah as the said Madapaukum Vordarajah Modeliar hath in his said Plaint in that behalf therein alledged - Therefore it is considered that the said Madapaukum Vordarajah Modeliar do recover against the said Collatoor Vardapah his said Debt and also Eighty one Pagodas and twenty six Fanams for his Costs and Charges by the Court now here adjudged to the said Madapaukum Vordarajah Modeliar by his assent and let the said Collatoor Vardapah in as much as he hath denied his Deed lie taken &c

Judgment signed for the Plt on the 13th of Jany 1803. W Temple Dr Botty

and

And hereupon the said Madapacktum Verdarajah Mudelly by Robert Orme his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to cause him to levy and make of the Houses, Lands, Debts, and Other Effects which belong to the said Collatoor Vardapah the Sum of five hundred and thirty five Pagodas and Twenty six Fanams - and it is granted unto him returnable here on the Fourteenth day of February Next

Writ of Execution Issued on the 13th January 1803 -

Read before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majestys Supreme Court of Judicature at Madras of the Fourth Term in the year of our Lord one Thousand eight hundred and two -

Fort St George Madras ss - } Aronvoyel Iyah Sawmy puts in his Place George Mc. Mahon his attorney against William Harington, Henry Burnaby and Alexander Cockburn in a Plea of Trespass on the Case -

Fort St George Madras ss - } The said William Harington, Henry Burnaby and Alexander Cockburn put in their Place Robert Orme their Attorney at the Suit of the said Aronvoyel Iyah Sawmy in the Plea aforesaid -

Fort St George Madras ss } Be it remembered that in the Vacation after the first Term one Thousand eight hundred and one of the eighth day of February one Thousand eight hundred and two before the said Supreme Court of Judicature at Madras came Aronvoyel Iyah Sawmy by George Mc. Mahon his attorney and brought into the said Court then there his certain Plaint against William Harington Henry Burnaby and Alexander Cockburn in a Plea of Trespass on the case and there are Pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words - Fort Saint George to wit Aronvoyel Iyah Sawmy of Madras Inhabitant by his attorney George Mc. Mahon Complains against William Harington Henry Burnaby and Alexander Cockburn of Madras Merchants. Britesh Subjects and as such persons liable to the Jurisdiction of this Honorable Court of a Plea

Plaint in Trover filed 12th February 1802 -

to wit on the twenty fourth day of August one thousand eight hundred and one at Fort Saint George aforesaid was Carefully stolen out of the Custody of the said William Henry and Alexander a certain Instrument partly printed and partly written purporting to be a Treasury Note or Bill from the Governor in Council of Fort Saint George aforesaid bearing date the Nineteenth day of May and year aforesaid (and numbered three thousand four hundred and Ninety eight) acknowledging for and on behalf of the Honble the United Company of Merchants of England trading to the East Indies to pay at their Presidency of Fort Saint George within Nine Months from the date thereof or at such earlier period as might be Notified in the Madras Gazette unto the said William Henry and Alexander or their order the sum of one hundred and Eighty Pagodas together with Interest from the date thereof at the rate of Ten per Cent per annum which said Bill on the Twenty fourth day of August and year aforesaid and from thence until the Conversion thereof by the said William Henry and Alexander as herein after Mentioned was of full force and of the Value of one hundred ninety three Pagodas and eleven fanams of the Current Money of Madras to wit at Fort Saint George aforesaid and the said Aronvoyel Ayah Sawmy being so possessed of the said Instrument or Treasury Bill afterwards to wit on the same day and year last aforesaid Casually lost the same out of his Custody and the said Instrument or Treasury Bill afterwards to wit on the same day and year last aforesaid there came to the hands of the said William Henry and Alexander by finding Yet the said William Henry and Alexander well knowing the said Treasury bill to be the property of the said Aronvoyel Ayah Sawmy and of right to belong and appertain to him hath not (altho often requested

thereof) they the said William, Henry and Alexander afterwards to wit on the same day and year last aforesaid at Madras aforesaid converted and disposed thereof to their own use, to the Damage of the said Aronvoyel Ayah Sawmy Two hundred Pagodas and thereof he brings his Suit -

And Now in this same Term that is to say on the thirteenth day of September on which day the said William Harington Henry Burnaby and Alexander Cockburn had leave to impair to the said Plaint and then to answer the same at which day before the said Supreme Court of Judicature at Madras comes as well the said Aronvoyel Ayah Sawmy by his said Attorney as the said William Harington Henry Burnaby and Alexander Cockburn by Robert Cockburn their Attorney and the said William Harington Henry Burnaby and Alexander Cockburn defend the Wrong and Injury when &c and say that they are not guilty of the premises above laid to their Charge in Manner and form as the said Aronvoyel Ayah Sawmy hath above thereof complained against them and of this they put themselves upon the Court and the said Aronvoyel Ayah Sawmy doth the like &c

imparlance

Plea Issue filed 25th February 1802 -

And Now in this same Term that is to say on the Twenty eighth day of September to which Day was given as well to the said Aronvoyel Ayah Sawmy as to the said William Harington Henry Burnaby and Alexander Cockburn to inform the Court of the Premises at which day come the said William Harington Henry Burnaby and Alexander Cockburn by their said Attorney and the said Aronvoyel Ayah Sawmy although Solemnly required comes not but makes default And the said Court having heard the respective allegations of the Parties and examined the truth thereof and duly and deliberately considered the evidence proceeded to consider of their verdict to be given of and upon which said Court had Considered thereof and agreed among themselves

themselves they were ready and prepared to give their verdict in this behalf upon the said Arnovagel Syah Sawmy being so County Called Comes not nor does he further prosecute his Plaint against the said William Harington Henry Burnaby and Alexander Cockburn Therefore it is considered that the said Arnovagel Syah Sawmy take nothing by his said Plaint but that he and his Pledges to prosecute be in Mercy &c. and that the said William Harington Henry Burnaby and Alexander Cockburn do go thereof without Day &c. And it is further considered by the said Court here that the said William Harington, Henry Burnaby and Alexander Cockburn do recover against the said Arnovagel Syah Sawmy Ninety Seven Pagodas and thirty three Fanams their Costs and Charges by them Laid out about their defence in this behalf the said Court now here adjudged to the said William Harington, Henry Burnaby and Alexander Cockburn and with their assent and that the said William Harington, Henry Burnaby and Alexander Cockburn have Execution thereof &c.

Judgment signed for the Defts. on the 6th of Jan.y 1803.

W. Temple D.y Scrits.

Pleas before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim Knight and the Honble Sir Benjamin Sullivan Knight Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St. George Madras } Francis Lautour, Peter Coulon and Joseph Geslin put in their place and stead Charles Walters as their attorney against Cawdernavas Cawn in a Plea of debt -

Fort St. George Madras } The said Cawdernavas Cawn puts in his place and stead George McMahon his attorney at the Suit of the said Francis Lautour, Peter Coulon and Joseph Geslin in the Plea aforesaid -

Fort St. George Madras } Be it Remembered that in the Vacation after the fourth Term in the Year of our Lord one thousand eight hundred and three before the said Supreme Court of Judicature at Madras came Francis Lautour, Peter Coulon and Joseph Geslin by Charles Walters their attorney and brought into the said Court then here their certain Plaint against Cawdernavas Cawn in a Plea of debt - which said Plaint follows in these words Fort Saint George

Plaint in Judgment filed 20th. Janry 1803

Francis Lautour, Peter Coulon and Joseph Geslin by Charles Walters their attorney complain of Cawdernavas Cawn being an Inhabitant of and as such liable to the Jurisdiction of this Hon.ble Court [illegible] Twenty two Pagodas and Seventy nine

Pagodas thirty eight fanams and fifty eight cash Current money of Madras which he owes to and unjustly detains from them – For that whereas the said Cawdernauas Caun heretofore, to wit, on the Twenty second day of December one thousand eight hundred and one at Madras aforesaid by his Certain writing obligatory Sealed with the Seal of him the said Cawdernauas Caun and to the Court here now Shewn the date whereof is the same day and year aforesaid Acknowledged himself to be held and firmly bound unto the said Francis Peter and Joseph (by the Name and discription of Francis Lawson Peter Coulon and Joseph Gestin of the same place Merchants) in the Sum of Twenty two thousand and Seventy Nine Pagodas, thirty eight fanams and fifty eight Cash to be paid to the said Francis Peter and Joseph when he the said Cawdernauas Caun should be thereto afterwards requested – Yet the said Cawdernauas Caun altho' often requested hath not paid the said Sum of Twenty two thousand and Seventy Nine Pagodas thirty eight fanams and fifty eight Cash or any part thereof to the said Francis Peter and Joseph, or to any or either of them, but hath wholly refused and still doth refuse so to do to the damage of the said Francis Peter and Joseph of one hundred Pagodas and therefore they bring Suit &c.

And the said Cawdernauas Caun by George Mc. Mahon his Attorney Comes and Defends the wrong and injury when &c. and says that he Cannot deny the aforesaid action of the said Francis, Peter and Joseph nor but that the writing obligatory aforesaid is his deed, nor but that he owes to the said Francis, Peter and Joseph the said Sum of Twenty two thousand and Seventy Nine Pagodas, thirty eight fanams and fifty eight Cash in Manner and form as the said Francis Peter and Joseph have above declared against him – Wherefore

it is Considered that the said Francis, Peter and Joseph recover against the said Cawdernauas Caun their debt aforesaid and their damages occasioned by the detaining of the said debt to Forty one Star Pagodas and two fanams adjudged by the Court here to the said Francis Peter and Joseph, and the said Cawdernauas Caun is in Mercy &c.

Judgment signed for the Pltf on the 20th of Sept. 1803
W. Temple
Dr. Potts

mercy

Held before the Honble Sir Thomas Andrew Strange Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort St George Madras } Vencatachella Chitty puts in his place Robert Orme his attorney against Pondicherry Aundah Chitty and Casava Chitty in a Plea of debt -

Fort St George Madras } The said Pondicherry Aundah Chitty and Casava Chitty in their own person at the Suit of the said Vencatachella Chitty in the Plea aforesaid -

Fort St George Madras } Be it remembered that on the fifth day of September in the Year of our Lord one thousand seven hundred and ninety eight before the late Mayor's Court of Madraspatnam (the Proceedings and Records of which Court were transferred to the late Honble the Court of the Recorder at Madras of the Recorder of Madras transferred to and remaining in the said Supreme Court of Judicature at Madras and are now together with the Records and Proceedings of the said late Court into the same Court then there his certain Bill of Complaint against Pondicherry Aundah Chitty & Casava Chitty in a Plea of debt which said Bill follows in these words that is to say - To the Honble the Mayor's Court at Madraspatnam Humbly Complaining Sheweth unto this Honble Court your Orator Vencatachella Chitty of Madras Inhabitant that Pondicherry Aundah Chitty and Casava Chitty of the same place Inhabitant being on or about the twentieth day of November which was in the Year of Christ one thousand seven hundred and Ninety five, well and truely indebted unto your

Bill filed the 5th September 1798

your Orator in the full and just Sum of four hundred Star Pagodas of the current and lawful Money of Madras, did on the day and year aforesaid duly Execute and grant unto your Orator a Certain Bond or obligation in writing for the said Sum of four hundred Star Pagodas, and Wherein and whereby they the said Poodicherry aundah Chitty and Casava Chitty undertook and bind themselves jointly and Severally to repay unto your Orator the said Sum of four hundred Star Pagodas on Demand together with all such Interest as should or might become due thereon, at and after the rate of twelve per Centum per Annum. And your Orator Sheweth unto this Honorable Court that for the better and more effectually securing unto your Orator the Repayment of the said Sum of four hundred Star Pagodas, with such Interest thereon, and in Manner and form, as aforesaid they the said Poodicherry aundah Chitty and Casava Chitty did in and by the said Bond or writing obligatory Mortgage assign and set over unto your Orator a Certain house Situate lying and being at Addy Naicke Putah (and which is more particularly described and set forth in the said Bond or writing obligatory) together with a Certain title Deed or Bill of sale thereof called and denominated, a Choultry paper bill of sale, and all the right title Interest claim and demand of them the said Poodicherry aundah Chitty and Casava Chitty of in and to the same. And your Orator further Sheweth unto this Honble Court that the said Poodicherry aundah Chitty and Casava Chitty did in and by the said in part recited Bond or writing obligatory as aforesaid, Covenant promise and agree to and with your Orator that in default of payment by them the said Poodicherry aundah Chitty and Casava Chitty of the said Principal Sum of four hundred Star Pagodas together with all such interest as should or might grow and become due

then and in such case your Orator should be entitled, and did therein and thereby accordingly permit and fully authorize and empower your Orator to sue and prosecute them the said Poodicherry aundah Chitty and Casava Chitty in this Honble Court for Recovery of the same, as by a Copy of the Translation of the said Bond or writing obligatory hereunto annexed for the inspection of this Honble Court and to which your Orator humbly Craves leave to Refer and prays that the same may be taken and received as part and parcel of this his Bill of Complaint, the Original of the said Bond or writing obligatory together with the Translate thereof, being in the Custody and possession of your Orator and ready to be produced and proved when required – And your Orator Sheweth that on a computation of the Interest arisen and grown due on the said principal Sum of four hundred Star Pagodas from the day of the date of the said Bond or writing obligatory, to wit from the thirtieth day of November which was in the year of Christ one thousand seven hundred and ninety five to the fifth day of this present Month of September, at and after the aforesaid rate of twelve per Centum per annum, the same doth amount to the Sum of one hundred and thirty four Star Pagodas and twelve fanams Current Money of Madras aforesaid, and which in addition to the said principal Sum of four hundred Star Pagodas doth make and compose the aggregate Sum of five hundred and thirty four Star Pagodas and twelve fanams as will more fully and at large appear in and by the Copy of an account Current hereunto also annexed for the inspection of this Honble Court, and payable by your Orator to be taken and received as part of this his Bill the Original thereof being in the possession of your Orator and ready. And your Orator Sheweth that the said Poodicherry

Aundah Chitty and Casava Chitty have not, nor hath either of them or any other person or persons whomsoever for or on their or either of their account, at any time whatever from and since the Execution by them of the said Bond or writing obligatory unto Your Orator as aforesaid paid off and discharged the amount principal or Interest of the same, nor any part thereof. And your orator therefore charges that the said Poodichary aundah Chitty and Casava Chitty by reason of the premises are and do stand justly and truly indebted unto Your Orator in the said Sum of five hundred and forty three Star Pagodas and twelve Fanams Current and Lawful Money of Madras aforesaid making in Sterling Money of Great Britain at and after the rate of Exchange of eight Shillings for each and every Star Pagoda the sum of one hundred and thirteen pounds fourteen Shillings and two pence or thereabouts.

And your Orator Sheweth unto this Honble Court that he hath frequently and in a fair and amicable Manner applied to the said Poodichery Aundah Chitty and Casava Chitty, and requested of them to pay off and discharge the amount principal and Interest of the said Bond or writing obligatory, with which said friendly requisitions your Orator well hoped the said Poodichery Aundah Chitty and Casava Chitty would have Complied without suit as in Justice and Equity they ought to have done - Butnow so it is and may it please this Honble Court the said Poodichery Aundah Chitty and Casava Chitty obstinately and wilfully refuse to pay off and discharge the said Sum of four hundred Star Pagodas (being the amount principal of the said Bond or writing obligatory) together with the Interest accumulated and grown due thereon or any part thereof

shall appear agreeable to Equity and good Conscience -

To the End therefore that the said Poodichery aundah Chitty and Casava Chitty may upon their Corporal oaths full true direct and perfect answer make to all and singular the Matters and things herein before set forth and alledged as fully truly and effectually to all intents and purposes as if the same were herein again repeated and they and each of them thereunto particularly and especially interrogated and that they the said Poodichery aundah Chitty and Casava Chitty may be compelled by a Decree of this Honble Court to pay unto Your Orator the aforesaid Sum of five hundred and thirty four Star Pagodas and twelve Fanams Current money of Madras aforesaid together with all such interest as now is or shall hereafter become due thereon as likewise all Costs of this Suit - May it please this Honble Court to cause the said Poodichery Aundah Chitty and Casava Chitty to be Summoned and required by the Sheriff of Fort Saint George Town of Madraspatnam and the District thereof personally to be and appear before this Honble Court at a certain time & place to be by this Honble Court prefixed and appointed then and there to answer this your Orators Bill of Complaint and further to stand to abide by and perform such order and Decree therein as to this Honble Court shall seem meet -

And Now in this Fourth Term in the Year of our Lord one thousand eight hundred and two that is to say on the Thirtieth day of September to which day was given as well to the said Vencatachella Chitty as to the said Poodichery Aundah Chitty and Casava Chitty to inform the Court of the Premises Comes the said Vencatachella Chitty by Robert Orme his Attorney and the said Poodichery Aundah Chitty and Casava Chitty altho' solemnly demanded came not to answer nor did they say any thing in bar or preclusion of the said

said Action of the said Vencatachella Chitty by which the said Vencatachella Chitty remains therein undefended against the said Poodrecherry Arnadah Chitty and Casava Chitty and the Justices of the said Court having heard the allegations of the Party Plaintiff and examined the truth thereof and duly Considered the Evidence produced on the part of the said Plaintiff say that the said Bond or obligation in writing in the Bill mentioned is the Deed of the said Poodrecherry Arnadah Chitty and Casava Chitty as the said Vencatachella Chitty hath in his said Bill in that behalf therein alledged Wherefore it is Considered that the said Vencatachella Chitty do recover against the said Poodrecherry Arnadah Chitty and Casava Chitty his said Debt and also one hundred and twenty Nine Pagodas and forty two Fanams for his Costs and Charges by the Court now here adjudged to the said Vencatachella Chitty by his agent and the said Poodrecherry Arnadah Chitty and Casava Chitty in Mercy &c.

"Judgment signed for the Plt. on the 24th of Jan.y 1803 By Semple D.r Prothy

Mercy

And hereupon the said Vencatachella Chitty by Robert Rowe his attorney prays a writ of our Lord the King to be directed to the Sheriff of Madraspatnam to Cause him to levy and make of the Houses, Lands, Debts and Other Effects which belong to the said Poodrecherry Arnadah Chitty and Casava Chitty the Sum of eight hundred and Seventy three Pagodas and forty two Fanams - and it is granted unto him returnable here within Twenty Second day of February Next

Writ of Execution Issued the 26th January 1803.

Read before the Honble Sir Thomas Andrew Stringe Knight Chief Justice and the Honble Sir Henry Gwillim and the Honble Sir Benjamin Sullivan Knights Puisne Justices of His Majesty's Supreme Court of Judicature at Madras of the Fourth Term in the Year of our Lord one thousand eight hundred and two -

Fort Saint George Madras } John Doe on the demise of Canacavally Arnmah widow and Administratrix of Vaishanam Boorhanam Veeraswamy Ayngar deceased puts in his place George } Mc Mahon his attorney against John Thruston in a Plea of Trespass and Ejectment -

Fort St George Madras } The said John Thruston in his proper person as the Suit of the said John Doe in the Plea aforesaid -

Fort St George Madras } Be it remembered that in the Vacation after first Term in the Year one thousand eight hundred and two before the said Supreme Court of Judicature at Madras came the said Doe by George Mc Mahon his attorney and brought into the same Court then here his certain Plaint against John Thruston in a Plea of Trespass and Ejectment and there are pledges for the prosecution to wit John Doe and Richard Roe which said Plaint follows in these words that is to say - Fort Saint George to wit - - - - - John Doe by George Mc Mahon his Attorney complains of John Thruston an Inhabitant of Madras and as such a person subject to the Jurisdiction of this Honorable Court For

Plaint in Ejectment filed 19th February 1802 -

this to wit that Whereas Canacavally Arnmah Widow and Administratrix of all and Singular the Goods Chattels and Credits

Fourth Term 1802.

Judgment signed for the Plff on the 25th of Jan: 1803

Pr Temple Dr Porter

John Doe Sealy Lere in Court Remits to the said Action Thrustout all such Costs and Charges as might or ought to be adjudged to him the said John Doe by reason of the Ejectment and Entry aforesaid Therefore let the said John Thrustout be acquitted of those Damages Costs and Charges &c. &c.

Writt of Possession Issued on the 14th March 1803.

Whereupon the said John Doe prays the Writ of our said Lord the King to be directed to the Sheriff of Meath aforesaid to cause him to have possession of his said Term apt to come of and in the Tenements aforesaid with the appurtenances and it is granted to him returnable before the said Court the Twenty first Day of March Instant