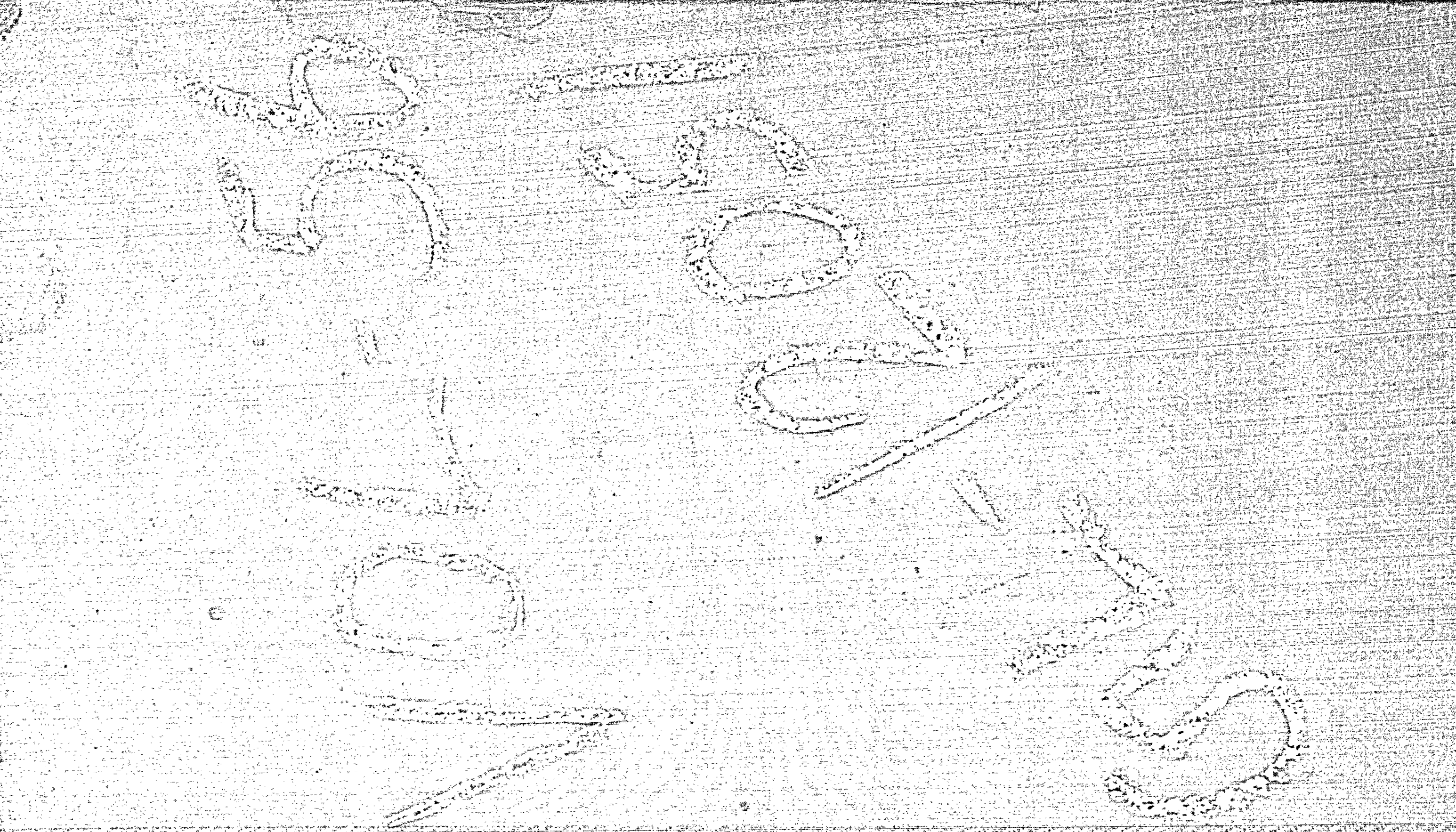

Appear. And Your Orator Shew that the said Charles Floyer did grant and give to the said Vachavoy Juggapatty Rauze from the thirteenth day of June One Thousand Seven hundred and Eighty Six to the thirty first day of March One Thousand Seven hundred and Eighty Seven in discharge of the said Sum of One hundred four Thousand and Nineteen Madras Pagodas One fanam and fifteen Cash eight different Receipts as by Copies thereof hereunto Annexed marked Nos. 6.7.8.9.10.11.12 may more fully Appear and Your Orator shew that after his Arrival at Masulipatanam aforesaid. the said Charles Floyer did make other Settlements with the said Vachavoy Juggapatty Rauze for the Payment of future Rists or Rents and that the said Vachavoy Juggapatty Rauze did pay on Account of the said Settlements so made by him the him the said Charles Floyer. from the twenty first day of March One Thousand seven hundred and Eighty Seven. to the fifth day of may in the same year. to Charles Floyer Junior. a Servant of your Orator. under the said Chief and Council at Masulipatanam. The Sum of Thirty Nine Thousand Three hundred and ten Madras Pagodas and from the thirteenth day of the said Month of May to the tenth day of June in the same year. to George Westcott also a Servant of Your Orator. under the said Chief and Council The Sum of Thirty Six Thousand Madras Pagodas and a further Sum of Five Thousand five hundred Madras Pagodas. unto the said Charles Floyer as your Orator Receiver and Treasurer as aforesaid. and Your Orator Shew that the said Charles Floyer Junior and George Westcott. did Severally pay unto; or otherwise Accounts with him the said Charles Floyer for the said several Sums of Thirty Nine Thousand three hundred and ten Madras Pagodas. and Thirty Six Thousand Madras Pagodas. so by them received on Your Orators behalf. which with the said Sum of Five Thousand and five hundred Madras Pagodas. received as aforesaid by the said Charles Floyer Amount to the Sum of Eighty Thousand Eight hundred and ten Madras Pagodas. But your Orator shew that the said Charles Floyer has given your Orator credit for the Sum of Seventy One Thousand One hundred and eighty Six Madras Pagodas Thirty four fanams and Sixty five Cash only. instead of the said Sum of Eighty Thousand Eight hundred and ten Madras Pagodas. as he was bound to do. as by Copy of an Account Current transmitted to your Orator said President and Council by your Orator said Chief and Council at Masulipatnam signed by their Secretary thereunto annexed marked No 13 May more fully Appear and Your Orator pray that the same may be Admitted as part of this their Bill of Complaint. shew that it thereby Appears that the said Charles Floyer has retained and kept back a credit, which ought to have been brought to your Orator Account of the Sum of Nine Thousand Six hundred and fifty two Pagodas. One fanam and fifteen Cash. Apparently deficient in the said Sum of Eighty Thousand Eight hundred and Ten Madras Pagodas. paid by the said Vachavoy Juggapatty Rauze. on Account of the said Charles Floyer's Settlement and Your Orator Shew. that in Order to ascertain the Account in which the said Deficiency did really Originate. your Orator said Board of Revenue did direct Thomas Cockburn. their Accountant to investigate the several Accounts of the said Charles Floyer. in any way respecting the payment of Money made by the said Vachavoy Juggapatty Rauze. to the said Charles Floyer. whether on Account of the Settlement of the said Morgan Williams. or on Account of the Settlemints of him the said Charles Floyer. and Your Orator Shew. that upon an examination of the said Accounts. the said deficiency did Appear to have arisen from the said Charles Floyer having by himself or his said Dubash

retained

Appear. And Your Orator Shew that the said Charles Floyer did grant and give to the said Vachavoy Juggapatty Rauze from the thirteenth day of June One Thousand Seven hundred and Eighty Six to the thirty first day of March One Thousand Seven hundred and Eighty Seven in discharge of the said Sum of One hundred four Thousand and Nineteen Madras Pagodas One fanam and fifteen Cash eight different Receipts as by Copies thereof hereunto Annexed Marked Nº. 6.7.8.9.10.11.12 may more fully Appear And Your Orator shew that after his Arrival at Masulipatanam aforesaid, the said Charles Floyer did make other Settlements with the said Vachavoy Juggapetty Rauze for the Payment of future Rists or Rents and that the said Vachavoy Juggapetty Rauze did pay on Account of the said settlements so made by him the him the said Charles Floyer, from the Twenty first day of March One Thousand seven hundred and Eighty Seven, to the fifth day of may in the same year, to Charles Floyer Junior, a Servant of your Orators, under the said Chief and Council at Masulipatanam, The Sum of Thirty Nine Thousand Three hundred and two Madras Pagodas and from the thirteenth day of the said Month of May to the tenth day of June in the same year, to George Westcott also a Servant of Your Orators, under the said Chief and Council The Sum of Thirty Six Thousand Madras Pagodas and a further Sum of Five Thousand five hundred Madras Pagodas, unto the said Charles Floyer as your Orators Receiver and Treasurer as aforesaid. and Your Orator Shew that the said Charles Floyer Junior and George Westcott, did Severally pay unto; or otherwise Accounts with him the said Charles Floyer for the said several Sums of Thirty Nine Thousand Three hundred and two Madras Pagodas, and Thirty Six Thousand Madras Pagodas, so by them received on Your Orators behalf, which with the said Sum of Five Thousand and five hundred Madras Pagodas, received as aforesaid by the said Charles Floyer Amount to the Sum of Eighty Thousand Eight hundred and two Madras Pagodas, But your Orators shew that the said Charles Floyer has given Your Orator credit for the Sum of Seventy One Thousand One hundred and eighty Six Madras Pagodas Thirty four fanams and Sixty five Cash only, instead of the said Sum of Eighty Thousand Eight hundred and two Madras Pagodas, as he was bound to do, as by Copy of an Account Current transmitted to your Orators said President and Council by your Orators said Chief and Council at Masulipatnam signed by their Secretary thereunto annexed marked Nº3 May More fully Appear and Your Orators pray that the same may be Admitted as part of this their Bill of Complaint. shew that it thereby Appears that the said Charles Floyer has retained and kept back a credit, which ought to have been brought to your Orators Account of the Sum of Nine Thousand Six hundred and fifty two Pagodas, One fanam and fifteen Cash, Apparently deficient in the said Sum of Eighty Thousand Eight hundred and Two Madras Pagodas, paid by the said Vachavoy Juggapetty Rauze, on Account of the said Charles Floyer Settlement and your Orators shew, that in Order to ascertain the Account in which the said Deficiency did really Originate, your Orators said Board of Revenue, did direct Thomas Cockburn, their Accountant to investigate the several Accounts of the said Charles Floyer, in any way respecting the payments of Money made by the said Vachavoy Juggapetty Rauze, to the said Charles Floyer, whether on Account of the Settlements of the said Morgan Williams, or on Account of the Settlements of him the said Charles Floyer, and Your Orators Shew, that upon an examination of the said Accounts, the said deficiency did Appear to have arisen from the said Charles Floyers having by himself or his said Dubash retained

retained and Appropriated to his Own Use, the said two Several Sums of Two Thousand Nine hundred and Eighty Madras Pagodas, and Six Thousand Six hundred and Seventy two Madras Pagodas One fanam and fifteen Cash, being the last two of four different Sums, composing the last Article of Twenty Eight Thousand Six hundred and fifty Pagodas One fanam and fifteen Cash, on the Credit side of the Account of the Settlement made by the said Morgan Williams hereinbefore referred to N.5 and making the exact Account of the said deficiency That is to say Nine Thousand Six hundred and fifty Madras Pagodas one fanam and fifteen Cash. And Your Orator Shew that of the Sum of One hundred and four Thousand and Nineteen Madras Pagodas one fanam and fifteen Cash paid by the said Vachavoy Juggapelly Rauze on Account of the Settlement of the said Morgan Williams to him the said Charles Floyer, the Sum of Ninety four Thousand Three hundred and Sixty seven Madras Pagodas only, being paid by the said Charles Floyer into your Orator Treasury, the said Charles Floyer did in order to make up the deficiency of Cash, thence Arising, That is to say the said Sum of Nine Thousand Six hundred and fifty two Madras Pagodas, One fanam and fifteen Cash, give unto your Orator Short credit in the Account for his the said Charles Floyers own Settlement with the said Vachavoy Juggapelly Rauze, in the like Sum of Nine Thousand Six hundred and fifty Madras Pagodas one fanam and fifteen Cash as may more fully Appear by the Letter of the said Accountant to your Orator said Board of Revenue Respecting his investigation of the said Accountants to William Balfour Secretary to the said Board, which Letter being hereunto annexed your Orator Pray may be admitted as part of this their Bill of Complaint

Whereforo

Wherefore your Orators Charges that they are further damnified and injured, and by the misfeasance of the said Charles Floyer and breach of the Trust reposed in him as aforesaid have Sustained further damages in the said Sum of Nine Thousand Six hundred and fifty two Madras Pagodas one fanam and fifteen Cash, with Interest thereon from the dates at which your Orators are credited for the aforesaid Sums of Two Thousand Nine hundred and Eighty Madras Pagodas and Six Thousand Six hundred and Seventy two Madras Pagodas one fanam and fifteen Cash in the aforesaid Account N.5 That is to say, on the Sum of Two Thousand Nine hundred and Eighty Madras Pagodas, from the Twenty Sixth March One Thousand Seven hundred and Eighty seven, and on the said Sum Six Thousand six hundred and Seventy two Madras Pagodas one fanam and fifteen Cash, from the Thirty first day of the same Month, and your Orator Charges that the said Charles Floyer was Justly indebted to them on the Eighteenth day of May One Thousand Seven hundred and Eighty Seven in the sum of Fifteen Thousand Madras Pagodas, and on the Tenth day of June in the same Year in the further Sum of Fifteen Madras Pagodas, and on the said Tenth day of June in the further Sum of Forty three Thousand Two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash, and on the Twenty Sixth day of March in the same Year, in the further Sum of Two Thousand Nine hundred and Eighty Madras Pagodas, and also on the Thirty first day of the same Month of March, in the further Sum of Six Thousand Six hundred and Seventy two Madras Pagodas one fanam and fifteen Cash and that he was indebted to your Orators for Monies by him had and received to your Orators use, and your Orators charge that being indebted

the

said Charles Floyer did faithfully undertake and promise to pay unto your Orators said Presidnt and Council for the Amount of your Orators the said several and respective Sums of Money, Amounting together to the sum of Eighty two Thousand Nine hundred and Thirty five Madras Pagodas six fanams and Twelve Cash, which at the rate of One hundred Madras Pagodas for One hundred and ten Star Pagodas, make the Sum of Ninety One Thousand two hundred and Twenty Star Pagodas, Twenty seven fanams and fifty two Cash, together with Interest for the same at the rate of Eight per Cent per Annum, when he the said Charles Floyer should be thereto required, And your Orators Charge that the said Charles Floyer doth now stand justly and truely indebted to your Orators in the said Sum of Ninety One Thousand two hundred and twenty Eight Star Pagodas Twenty seven fanams and fifty Cash, which with Interest thereon at the rate of Eight per Cent per Annum as aforesaid, to the first day of January One Thousand Seven hundred and Eighty Nine, make the Sum of One Lack Two Thousand and Twenty Eight Star Pagodas twenty fanams and Sixty seven Cash or in Sterling Money of Great Britain at the rate of Eight Shelings for every Pagoda the Sum of Forty Thousand eight hundred and Ten Pounds Seven Shillings and Nine Pence, And your Orators Shew that they have frequently and Amicably by their said Presidnt and Council demanded Payments from the said Charles Floyer of the aforesaid Sums of One Lack Two Thousand and Twenty Eight Star Pagodas Twenty fanams and Six seven Cash But now so it is May it Please this Honble Court that the said Charles Floyer not regarding his said several promises and undertakings, but contriving and intending craftily and Subtilly to deceive and defraud your Orators, hath not paid the said Sum of One Lack two Thousand and twenty eight Star Pagodas twenty fanams and Sixty Seven Cash

Cash or any part thereof but obstinately and willfully refuses so to do or to give your Orators or your Orators said Presidnt and Council any manner of Satisfaction touching the same. To the End therefore that the said Charles Floyer may full true and perfect Answer make to all and Singular the premisses as fully and particularly as if the same were herein again repeated and interrogated, according to his knowledge remembrance and belief, and more especially that the said Charles Floyer may set forth, whether he was or was not Appointed by your Orators said Presidnt and Council to the Office or Station of Chief of your Orators Council at Masulipatam aforesaid on the fifth day of May One Thousand Seven hundred and Eighty Six or when else, and whether he did or did not on or about the Thirty first day of May aforesaid or when else enter into and take upon himself the charge and duty of the said Office or Station and whether in Virtue of the said Office or Station he was or was not Receiver of the Rents and Revenues issuing Out of the Districts under the Managment of the said Chief and Council of Masulipatam, and whether he was or was not Treasurer or Keeper of your Orators Cash in Virtue of the said Office or Station, and whether he likewise was or was not in Virtue of his said Office or Station Keeper of your Orators Cash Accounts of receipts and disbursements at Masulipatam, and whether it is not by the usage of your Orators Service, the Joint and common care of the Chiefs and Councils at your Orators several factories and Settlements Subordinate to Fort St George to attend to the goodness of Bills of Exchange procured for the purpose of remitting the Rents and Revenues to your Orators said Presidnt and Council and whether by the Usage of your Orators Service, the power and

authority

Authority to receive or reject such Bills of Exchange as may be tendered for that purpose, does or does not belong to the Council at large, and whether he did or did not by Minute in Council or how otherwise, apply to the said Council to entrust the said power and Authority to him alone, and upon what grounds or under what pretence did he apply for the same, and whether in consequence of the said Application the said power and Authority was or was not entrusted to him by the said Council: and whether he and the said Council did or did not by letter or otherwise inform your Orator said President and Council, that he had been so entrusted by the said Council, and whether your Orators said President and Council did or did not express any disapprobation thereof: and whether he was, or was not thereafter solely and individually responsible therefor. And whether on and before the respective dates of these Bills of Exchange the said Condraigula Jaggernaut Row otherwise Juggapah was or was not largely indebted to your Orator, and whether he was or was not on and before the said respective dates also indebted to him the said Charles Floyer and if so in how much. And whether the persons on whom the said Bills of Exchange were respectively drawn, were or were not persons of known and Approved Credit and responsibility And whether any and what Sums were issued from your Orators Treasury for any and which of the said Bills of Exchange, and when, were the same or any of them issued, and to whom paid And whether the Sum or Sums so issued were applied to the discharge of the said Bills of Exchange or any of them or how otherwise and whether the said Condraigula Juggernaut Row otherwise Juggapah did or did not receive any and what consideration for the said three Bills

of Exchange or any and which of them and from whom and how did he receive the same, and whether the said Condraigula Jaggernaut Row otherwise Juggapah was or was not the Dubash or Servant of him the said Charles Floyer during his Chiefship, and whether, as such, it was or was not customary for the Zemindars Renters and Farmers to pay their Rents or Rists immediately to him, and whether as such he did or did not receive from some and which of them the Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seven Cash, and when did he receive the same or any part thereof, and whether on the receipt thereof he did or did not pay the same into your Orators Treasury or when else, and whether he did or did not report to him the said Charles Floyer when he had received the same or any part thereof, and whether the said Charles Floyer on such report being made did or did not order him to pay the same into your Orators Treasury or what other orders did he give him relative thereto and whether at the time or times the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash or any part thereof was so received by the said Condraigula Jaggernaut Row otherwise Juggapah your Orator was credited in the Factory Cash Account therefor, or when else were they credited for the same or any part thereof, And whether, when your Orator were so credited, the said Charles Floyer did or did take and receive from the said Condraigula Jaggernaut Row otherwise Juggapah a Bill of Exchange therefor or his Vakul Chelacalapoody Sitaramiah or when else did he take and receive the same, and whether he left the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash in the hands of the said Condraigula Jaggernaut Row otherwise Juggapah as the price of the

the said Bill of Exchange or paid him the same from your Orators Treasury or what other consideration he gave him therefor, or how or upon what terms did he procure the said Bill of Exchange, and whether he did or did not perform and fulfill the terms on which he procured the same, and that the said Charles Floyer may set forth whether any and what member of the Council of Masulipatam did or did not pursue an enquiry into the State of the Circumstances of the said Condraigula Jaggernaut Row, and when and upon what occasion and for what purpose was the same proposed and whether the issue of Cash from your Orators Treasury for any and which of the said three several Bills of Exchange was prior or subsequent to such proposal, and if subsequent how long after, and when particularly was the same issued, and that the said Charles Floyer may further set forth whether he did or did not receive by himself or his said Dubash or how otherwise from Vachavoy Jaggapatty Rauze Zemindar of Peddapore the Sum of One hundred and four Thousand and Nineteen Madras Pagodas one fanam and fifteen Cash or what other Sum for Account of the Settlement made with the said Vachavoy Juggapatty Rauze by Morgan Williams Esqr and whether he did or did not grant Receipts for the same or for some and what part thereof, and whether he did or did not receive from the said Vachavoy Jaggapatty Rauze by himself or by Charles Floyer Junior or by George Westcott or by him and them, the further Sum of Eighty Thousand Eight hundred and ten Madras Pagodas for Account of the Settlement made with the said Vachavoy Juggapatty rauze by him the said Charles Floyer and what part or parts of the said Eighty Thousand Eight hundred and ten Madras Pagodas were received by him and by the said Charles Floyer Junior and by the said George Westcott respectively, and whether the said Charles Floyer Junior and the said George Westcott did or not pay to him, as your Orators Cashier or Treasurer the Sum or Sums received by them and each of them, or whether they and each of them did or did not account for the same respectively by them to him as the keeper of your Orators Cash Accounts of Receipts and disbursements, and whether receipts were not granted, and by whom for the whole, or for what part of the said Sum of Eighty Thousand eight hundred and ten Madras Pagodas and whether your Orators were credited in the said Factory Cash Account for the whole of the said Two Sums of One hundred and fourteen Thousand and Nineteen Madras Pagodas one fanam and fifteen Cash and Eighty Thousand eight hundred and two Madras Pagodas or for how much thereof and whose duty it was to give your Orators credit in Account for the same and who had the keeping of the Cash so paid and received and who is Accountable to your Orators for any deficiency therein and whether your Orators have or have not been short credited in respect of the said two several Sums or one and which of them and to how much does the said short Credit Account, and that the said Charles Floyer may be Decreed to pay to your Orators the aforesaid Sum of One Lack two Thousand and twenty eight Star Pagodas twenty fanams and seventy seven Cash together with all such Interest as is now due or may hereafter become due thereon, as also all Costs of this Suit

May it Please this Honble Court to cause the said Charles Floyer to be Summoned and required by the Sheriff of Fort St George Town of Madraspatnam and the Districts thereof personally to be and appear before this Honble Court at a certain time and place to be by this Honble Court prefixed and Appointed then there to Answer this your Orators Bill of Complaint and further to Stand to and abide by such Order and Decree therein as to this Honble Court shall seem meet

Madraspatnam this Bill was shewn to me
on the days of Adjournment till Summons
issue returnable next Court day 3 Febry 1789

Wm Wilkes
Mayor

Aug Dalrey
Chas Baker
Atts for the Compt

32

N 1

27.

The Chief Minute and the Boards Resolutions thereupon entred in Masulipatam Consultations 30th June 1786

The Chief begs leave to Acquaint the Board that having so lately been a Member of the Superior Government he is well convenced of their having Occasion for all the supplies of Money that can possibly be Remitted to them from hence to enable them to discharge Sums for the Payment of which they stand pledged, and as he must ever consider it as the indispensible Duty of this Board to afford, in the first instance, every Assistance in their Power to the Superior Government he proposes, with their Approbation to accept of such good Bills as may be tendered to him Payable to the Honble the President and Council to as great an Amount as the State of the Treasury will from time Admit He takes this Occasion also to Assure the Board that as soon as the exigencies of the Presidency will Admit of Measures being taken for Paying off the Arrears due in this Districts to an Amount exceeding 60000 Madras Pagodas on the 30th May by Instalments adopted and Suited to an Current Disbursements that he shall then for that purpose lay a particular Account of such Arrears before them —

The Board entirely concur in the Sentiments expressed by the Chief and Approve of his Receiving such Bills tendered to him as he may Judge good, and to as great an Amount as he may think the state of the Treasury will from time to time Admit —

Resolved that the purport of the Chiefs Minute and the — Aforegoing Resolution be Communicated to the Honble the President and Council —

true Copy
Robert Clerk
Dep.ty Secy

true Copy
Wm Dudley
Chas Baker
Attorneys for Compt.

N 2

Extract from the Minutes of Consultation dated the 21st July 1786

Our Chief has Communicated to us that having Solately been a Member of the Superior Government he was well Convinced of your Honor & Co having Occasion for all the Supplies of Money that Could possibly be Remitted from hence proposing therefore to defer taking any Measures for the Payment of the Arrears due in this District to an Amount exceeding 60000 Madras Pagodas on the 30 May until the Exigence of the Presidency to which it was our indispensible duty to Render every Assistance in Our Power, in the first instance, would Admit of the Above Arrears being discharged in consequence of which Recommendation from our Chief he is Authorized by us to Receive such Bills tendered to him as he may Judge good, and to as great an Amount as he may think our Treasury will from time to time Admit that the same may be transmitted to your Honor & Co —

(A true Extract)

Robert Clerk
Dep.ty Secy

Geo.rd M.c Smith

true Copy
Wm Dudley } Attys for
Chas Baker } Compt.

No 3

Statement of the Balances of Rent due by Juggapah Shewing the Monthly Encrease and Decrease from the time Mr Floyer took Charge of the Chiefship of Masulipatam in 1786 until Juggapah was dispossessed of the Farms and district of Chahar Mahals

		Masulipatam Farms and Havally Lands	Chahar Mahals Zemindary	Antravede Farm	Nillapullee Farm	Total Balance
		P f c	P f c	P f c	P f c	P f c
1786 May 1	Balance due on Acct of the Several Farms		20397-25-52	250-9		20647-34-52
	One Kist due				1833-12	
31	Cash received		3300	250-9	1833-12	
	Balance		17097-25-52			17097-25-52
June 1	One Kist due	22550				
30	Cash received	22550	5765-23-32			
	Balance		11332-2-20			11332-2-20
July 1	One Kist due			250-9		
31	Cash received			250-9		
	Balance		11332-2-20			11332-2-20
Augt 1	One Kist due for		10198-30-66			
			21530-33-6			
31	Cash received		18131-10-64			
	Balance		3399-22-22			3399-22-22
Sept 1	One Kist due	2887			1833-12	
30	Balance	2887	3399-22-22		1833-12	34107-34-22
Oct 1	One Kist due			250-9		
		2887	3399-22-22	250-9	1833-12	
31	Balance					24358-7-22
Nov 30	Balance					24358-7-22
Dec 1	One Kist due	28875				
		57750	3399-22-22	250-9	1833-12	
1787 31	Balance					62233-7-22
Jany 1	Kist due this day for			250-9	1833-12	
		57750	3399-22-22	500-18	3666-24	
31	Balance					65306-28-22
Feby 28	Balance					65306-28-22
March 1	Kist due this day for	28875				
		86625	3399-22-22	500-18	3666-24	
31	Cash received	15376-16-59				
	Balance	71248-19-21	3399-22-22	500-18	3666-24	
	Balance					78805-11-43
April 1	Kist due for		22797-11-74	250-9		
		71248-19-21	27196-34-16	750-27	3666-24	
30	Cash received	52108-34-63				
	Balance	19139-20-38	27196-34-16	750-27	3666-24	50753-33-54
May 1	Kist due		3399-22-22		1833-12	
		19139-20-38	30596-20-38	750-27	5500	
	Cash received	5500				
		13639-20-38	30596-20-38	750-27	5500	
31	Balance					50486-31-76
June 1	Kist due	28875	3399-22-22			
		42514-20-38	33996-6-60	750-27	5500	
30	Cash received	5500				
	Balance	37014-20-38	33996-6-60	750-27	5500	77261-13-18
July 1	Kist due			250-9		
		37014-20-38	33996-6-60	1001	5500	
	Total Balance due by Juggapah on the 1st July 1787 when he was dispossessed of the Farms & Chahar Mahals					77511-27-13

NB The Balance on 31 January 1787 is here stated as taking from the Book Pag[e] 65306-28-22

To which however should be dated 2/3 of the Rents of Chahar Mahalls due and hitherto debited in January but Omitted in the Books of Masulipatam for that Month and not entered until April following 20397-25-52

Balance 31 January . . . 85704-17-74

The Balance on the 28 Feby 1787 would in that case have been 85704-17-74

and on the 31 March 1787 . . 99203-1-15

Fort St George 12 Nov[r] 1788

Errors Excepted (Sign[d]) Rathburn
Aud[r] to the Revenue Department

A true Copy
Wm Bolton
Sec[y]

A true Copy
Wm Dudley
Chas Baker
} Abby Compl[t]

N 4

D^r Vachavoy Juggapitty Rauze Zimindar of Addapore in Account with the Company from 30 June 1786 to 30 June 1787 in M^r Hoyer's Administration on acc^t of Settlements by M^r Williams

1786 July	17	To Cash paid into the Company's Treasury on Account of his Tribute was Adjusted in M^r Williams Chief's List Thro Chocravandala Reddapah at this Place		8000	
	18	To ... D^o		1000	
	21	To ... D^o		2000	
Aug^t	20	To ... D^o		2000	
	21	To ... D^o		3000	
	25	To ... D^o		7400	
	26	To ... D^o		1000	
	27	To ... D^o		600	28000
		To Amount of 2 Drafts to be paid in favor of Circuit Committee drawn by the Chief and Council			
		In 6^th September delivered them at Jaggunaickporam	1200		
	13	D^o ... D^o	2200		
	14	D^o ... D^o	1150		
	28	Nov^r ... D^o	2200		9550
		To Amount of 4 Drafts to be paid in favor of Charles Hoyer Junr Paymaster as Samuel Cotah drawn by the Chief			
		In 11^th Sept^r Delivered him	1500		
	11	D^o ... D^o	2000		
	15	D^o ... D^o	2700		
	17	D^o ... D^o	2300		
	26	Nov^r ... D^o	1000		
	21	Jan^y 1787 ... D^o	5000		
	23	D^o ... D^o	1000		
	11	March ... D^o	2500		
	15	D^o ... D^o	10500		
	17	D^o ... D^o	1000		29500
		To Amount of Draft to be paid to M^r Yeates drawn by the Chief on 28 Nov^r 1787			1000
Dec^r	5	To Ready Money delivered into the Cash at Masulipatam	1369	1.15	
	6	To ... D^o	6500		
	13	To ... D^o	1000		
	15	To ... D^o	3500		
1787	16	To ... D^o	600		
Jan^y	21	To ... D^o	1000		
March	2	To ... D^o	2000		
	10	To ... D^o	7000		
	19	To ... D^o	6000		
	26	To ... D^o	1000		32969 1.15
					M Pagodas 104019 1.35

1786 June	30	By Cash Credited in to the Company's Cash Account in part of Juggapelly Rauze's Revenues in M^r Hoyer's Administration as p^r his Receipts on Account of the Settlement made by M^r Williams			114218.30.20
					13781. 5.50
Aug^t	20	By D^o		8850	
Sept^r	2	By D^o		6988	
	24	By D^o		7200	
Nov^r	13	By D^o	2900		
	30	By D^o	3000		
Dec^r	2	By D^o	1000		
	12	By D^o	3500		
1787	17	By D^o	4929		18329
Jan^y	9	By D^o			6000
	30	By D^o	5000		
March	9	By D^o	14000		
	20	By D^o	2980		
	26	By D^o	6672. 1.15		28652. 1.15
	31	By D^o			M Pag^s 104019. 1.35

New Copy
Wm DuBuy
Chs Baker
Attorneys for Complainants

By Order
Signd Andw Scott Secy
Examind Wm Harington

38

N5 Masulipatam 30th June 1786

Received Rajah Vachevoy Juggapully Rauze Bahader Jumindar of Peddapore into the Honble Companys Cash the Sums of Fourteen Thousand two hundred and eighteen Madras Pagodas Thirty fanams and thirty Cash on the following Accounts —

On Acct of his Amount of the Tributes of the Merapsee Villages . . . . . } 4487.. 3.. 35

In part of his Agreement for Madras Pags 127969.. 22.. 10 dated 27 April last — } 9731.. 26.. 75

Madras Pagodas 14218.. 30.. 30

(Signed) Charles Floyer
Chief

In Council 24 Decr 1787

A true Copy
(Signed) Andrew Scott
Secy

true Copy
Hy DuPuy
Chas Baker
Attorns for the Complt

N6 Masulipatam 20th August 1786

Received of Rajah Vachevoy Juggapully Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash the Sum of Thirteen Thousand Seven hundred and Eighty One Madras Pagodas five fanams and fifty Cash in part of his Agreement for Madras Pagodas 127969.. 22.. 10 dated 27 April last

(Signed) Charles Floyer
Chief

M Pags 13781.5.50

In Council 24 Decr 1787

A true Copy
(Signed) Andw Scott
Secy

true Copy
Hy Du Puy
Chas Baker
Attis for Complt

N7 Masulipatam 2 September 1786

Received of Rajah Vachevoy Jaggapully Rauze Bahader Zemindar of Peddapore in to the Honble Companys Cash the Sum of Eight Thousand eight hundred and fifty Madras Pagodas in part of his Agreement for Madras Pagodas 127969.. 22.. 10 Dated 27 April Last

(Signed) Charles Floyer

M Pags 8850.. —

In Council 24 Decr 1787

A true Copy
(Signed) Andw Scott
Secy

true Copy
Hy DuPuy
Chas Baker
Attorns for Complt

N8 Masulipatam 24th September 1786

Received of Rajah Vachevoy Jaggapully Rauze Bahader of Peddapore into the Honble Company's Cash the Sum of Six Thousand Nine hundred eighty eight Madras Pagodas in part of his Agreement for Madras Pagodas 127969.. 22.. 10 dated 27th April last

(Signed) Charles Floyer

M Pags 6988.. —

In Council 24 Decr 1787

A true Copy
(Signed) Andw Scott
Secy

true Copy
Hy DuPuy
Chas Baker
Attorns for Complts

40

№9

Masulipatam 13th Novr 1786

Received of Rajah Vachavoy Jaggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash the Sums of Seven Thousand and two hundred Madras Pagodas in part of this Agreement for Madras Pagodas 127969..22..10 dated 27 April last

(Signed) Charles Floyer

M Pag 7200

In Council 21 Decr 1787

A true Copy

true Copy (Signed) Andw Scott Secy

Wm DuPuy

Chas Baker

Attorns for Compts

№10

Masulipatam 9th January 1787

Received of Vaicheroy Jaggapetty Rauze Bahader Zemindar of Ceddapore in to the Honble Companys Cash on the following Dates the Sums of Eighteen Thousand three hundred and twenty nine M Pagodas in Part of his Agreement for Madras Pagodas 127969..22..10 Dated 27th April last

1786 November 30th		
December 2d		2900
	12	5000
	17	4000
1787 January	9	3500
		1929
		M Pags 18329

In Council 21 Decr 1787

A true Copy

(Signed) Andw Scott Secy

(Signed) Charles Floyer Chief

true Copy

Wm DuPuy

Charles Baker

attorns for Compts

№11

Masulipatam 30th January 1787

Received of Rajah Vacheroy Jaggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash the Sum of Six Thousand Madras Pagodas in part of his Agreement for Madras Pagodas 127969..22..10 Dated 27 April last

(Signed) Charles Floyer Chief

M Pag 6000

In Council 21st Decr 1787

A true Copy

true Copy (Signed) Andw Scott Secy

Wm DuPuy

Chas Baker

Attorns for Compts

№12

Masulipatam 01 March 1787

Received of Rajah Vacheroy Jaggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash on the following Dates the Sum of Twenty eight Thousand six hundred and fifty two M Pagodas Ow fanam and fifteen Cash in full of his Agreement for Madras Pagodas 127969..22..10 dated 27 April last

1786 March 9		5000
	20	11000
	26	2980
	31	8672..1..15
		M Pags 28652..1..15

In Council 21st Decr 1787

A true Copy

(Signed) Andw Scott

(Signed) Charles Floyer Chief

true Copy

Wm DuPuy

Chas Baker

Attorns for Compts

42

N 13

D^r Vachiroy Jaggapatty Rauze Zemundar of Peddapore in Account with the Company from 21st March to 18 June 1787 or in Mr Floyers Administration on Acct of his Own Settlement — C^r

To Cash paid on Account of Settlement adjusted of Current Year follows Viz^t

Thro' Mr Floyer Junior Paymaster at Samulcotah

March	21	To Cash Delivered him	3000		
	29	To D^o	13655	as p his Receipt dated 29 March 1787	16655.—
April	18	To D^o		as p his Receipt dated	16655.—
May	5	To D^o		as p Receipt from George Westcott on his Account	6000.—
					39310.—

Thro' Mr Westcott

	13	To Cash delivered him	3000		
	14	To D^o	5000		
	15	To D^o	8000	as p his Receipt dated 1 June 1787	30000.—
	19	To D^o	8000		
	29	To D^o	6000		
June	3	To D^o	3000	as p his Receipt dated 11 June 1787	6000.—
	10	To D^o	3000		
	30	To D^o Delivered in by Vencayah Vakeel at this Place on Account of Venatachellams Bill	5000		
		6 % D^o	500		
					5500.—
					36000.—
		M Pag^s	80810		

Ed Wm Harrington

A true Copy
Wm Balfour
Sec^y

By Cash Credited into the Companys Account on part of Jeggapatty Rauzes Revenue, by Mr Floyer on Acct of his Own Settlement with him on the following Dates Viz^t

March	31	By D^o	6932.34.65
April	23	By D^o	16595.—
	30	By D^o	35559.—
May	31	By D^o	6000.—
June	7	By D^o	20.—
	18	By D^o	6000.—
			71156.34.65
		By Difference between the Receipts from the Zemundars Account and what was carried to Cash Account in Mr Floyers Administration Credit ought to be given more in the Cash to the Zemundar	9653. 1. 15
		M Pagodas	80810.—

By Order
(Signed) Alex^r Scott
Sec^y

A true Copy
Ab^m Dubery
Chas Baker
Attorns for Complt

To Mr William Balfour — No 12

Secretary to the Board of Revenue —

Sir

I have agreably to the order of Board Examined the Accounts of payments made by Juggapatty Aauze to the Company thro Mr Floyer Junior and Mr Scott —

1st . . on Accounts of Mr Williams's Settlement

2ndly . . on Accounts of Mr Floyer Settlement

The first Account Comprehends payments made on Acounts of Mr Williams's Settlement from July 1786 to 28 March 1787 Amounting to 106019 Pagodas 1.15 for which Mr Floyer Receipts are produced and although Sums Corresponding to that Amount are entred in the Books to the Credit of Juggapatty Aauze on Account of Mr Williams Settlement yet it will appear from what follows that no more than the Sum of Madras Pag 91367 have Actually been Credited out of the Sum of P 106019 —

The Second Account Comprehends payments made on Account of Mr Floyer Settlement from 21 March to 18 June 1787 Amounting to M Pag 80810 Viz

Paid Mr Floyer Junior as P Receipt to Pag	33310 — —
Paid Mr Westcott . . as P D	42000 — —
Paid at Masulipatam in part of Courtiwty Venkatachellum Pags	5500 — —
M Pag	80810 — —

Receipts are also produced by Juggapatty Aauze for the above Sums . yet Apparently Credit is only given in the Company's Cash Account for M Pagodas 71156 . 34 . 65 The Amount Short Credited therefore to that Gentleman is Pagodas 9653 . 1 . 15 of which upon Reference to the Papers Submitted to my Examenation the following explanation is given —

The last Receipt granted by Mr Floyer to Complete Mr Williams's Settlement / the first Account here Mentioned Amounts to Pag 28652 . 1 . 15 and Comprehends the following Sums —

	P	
9 March	5000	
20 D	14000	
26 D	2980	
31 D	6672 . 1 . 15	
	P 28652 . 1 . 15	Acct

of the Original Payments for which this Receipt when granted it is said by the Vakeel of Juggapatty Aauze that Juggapah Appropriated to his own use the Sum of Pagodas 9652 . 1 . 15 but in order to Complete the full Amount of Mr Williams's Settlement so as to Correspond with the Receipts granted by Mr Floyer Juggapah Carried to that Account an equal Sum from the first payments made by the Jemendar to Mr Floyer Junior on Account of Mr Floyers Settlement and this Statement of the transaction the following Circumstances will serve to Confirm —

In Order to ascertain whether the Sums Received by Mr Floyer Junior and Mr Westcott from Juggapatty Aauze were brought to Account Examined their Accounts of Receipts from which the Credits given to Juggapatty Aauze in the Cash Account Viz —

Dr

Receipts by Mr Floyer Junr & Westcott from Juggapatty Aauze and Receipts on Account of the Billow Courtiwty Venkatachellum —

Anth 21 March Mr Floyer Junr Rec'd from the Jemendar	3000 — —	
29 D . . D . . D	13655 — —	
11 April . . D . . D	16655 — —	
Total Received by Mr Floyer Junr from Juggapatty Aauze	33310 — —	

Cr

Credits to Juggapatty Aauze in the Book

25th March Received from Mr Floyer Junior	3000 —	
Deduct bad Pagodas Returned to Juggapatty Aauze	20 —	
D Credited to Juggapatty Aauze in the Cash Acct		2980 — —
31 D Received in Ready money	1655 —	
Advanced the Paymaster of Billow	10000 —	
D . . the Paymaster of Samalcotah	2000 —	
D Credited to Juggapatty Aauze in the Cash Acct		13655 — —
N3 This Sum is in Cash Acct divided as follows		
on Acct of Mr Williamss Settlement	6672 . 1 . 15	
On Acct of Mr Floyer Settlement	6982 . 34 . 65	
	13655 — —	
23 April Received from him in Cash	15855 — —	
Rec'd by the Paymaster of Samalcotah	800 — —	
	16655 — —	
Deduct bad Pagodas returned this day		
Left in One of the Bags . . .	1 60 — —	16595 — —
D Credit to Juggapatty Aauze in the Cash Account		33230 — —

N3 The difference between the Amount Received by Mr Floyer Junior from and the Credits given to Juggapatty Aauze in the Cash Account to this day is owing to the Bad Pag. which were Applaid as will be seen hereafter viz

30 April	— — —	59
7 June	— — —	20 79 One Pagoda is still wanting and that is the Pagoda deficient in One of the Bags this Occasions the difference between the Sum taken from Mr Floyer Junior in Payments to Compleate Mr Williams Settlement & the Short Credit given to Juggapatty Aauze as P Account the former being 9652 . 1 . 15 the latter P 9653 . 1 . 15
30 D	Credit is given to Juggapatty Aauze in the Book for	33559 — —

N3 This Sum is made up as follows

On Acct of Cash rec'd by Mr Westcott	2000 — —
On Acct of Courtiwty Venkatachellum Bill as mentioned by Mr Floyer	5500 — —
On Acct of bad Pagodas returned out of the last payment from Juggapatty Aauze to Mr Floyer Junior	59 — —
	33559 — —

19 May	Mr Westcott Received from the Jemendar from the 5 Pags	30000 — —
	29 May	6000 — —
	The 8th 10 June	6000 — —
		42000 — —

Here was delivered at Masulipatam on the 6th 30 June in part of Bill on Courtiwty Venkatachellum — 5500 — —

80809 — —

31 May Juggapatty Aauze is Credited in the Cash Acct being paid out by Mr Westcott — 6000 — —

7 June D . . D is Credited on Acct of bad Pags returned to him out of the first payment made to Mr Floyer Junr — 20 — —

18 D . . D . . D is Credited for so much paid by Mr Westcott — 6000 — —

80809 — —

The

The difference of One Pagoda is Owing as before mentioned to there having found only 999 Pagodas in One of the Bags instead of 1000 and altho the bad Pagodas were Replaced, it does not Appear the One Pagoda was made good by Mr Floyer Junior to the Treasury —

It therefore Appears beyond doubt that all the Sums received from Juggapilly Aauze by Mr Floyer Junior, Mr Pistiolle and the Payment on Account of Coorlum Uncatachellums Bill, have been Credited to him one Pagoda excepted and that the Sums taken to Complete Mr Williams Settlement Ally Pon the 26 March Pay 2980.. .. 31 D° 6672.. 1..15

Mr Pagodas 9652.. 1..15

were apart thereof, Consequently that the Short Credited of Pago 9653.. 1..15 Aman Mr Pagodas 9653.. 1..15 out of the Sum of Pagodas 10,019.. 1..15 paid by Juggapilly Aauze on Account of Mr Williams Settlement, for which Mr Floyer Receipts are produced, and One Pagoda out of the Sum of — Pagodas 80810 paid by Juggapilly Aauze on Account of Mr Floyer's Settle=ment Nov.r out of that part of it paid to Mr Floyer Junior —

In further elucidation of the Explination given by Ankiah the Vakeel of Juggapilly Aauze, who Asserts that Juggapah Stopt for his Own use of the Sum of 9652.. 1.. 15 out of the Sum of Pagodas 10,019.. 1..15 for which Mr Floyer granted a Receipt It may not be improper to Remark that the Sum of 1 fanam and 15 Cash is the only fractional part of a Pagoda which Appears to have been paid in by Juggapilly Aauze and that is stated in the Account to have been paid in on the 3 Dec.r 1786 Rup.s 5 December Ready Money delivered into the Cash at Masulipatam P. 1369.. 2..15

It may therefore I think be Concluded that the Cash must at least in part have been Stopt by Juggapah at that time, altho it is impossible to have the exact Sums, - and the Sums taken to Replace it were not brought to Account until March following when Juggapilly Aauze's Payments to Mr Floyer Junr. on Account of his Retun Settlement Commenced —

Madras 10 Nov.r 1788

I am Sir
Your Obedient Servant
Thos Cockburn
Asst to the Revenue Department

True Copy
RJ DuPuy
Chas Baber
Attys for Complts

Filed 15 April 1789

The Plea and Answer of Charles Floyer Esq.r Defendant to the Bill of Complaint of the United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.t B. John Bullond James Denny Casamajor and Robert Maunsell Esquires Governor and Council of Fort St George Complainants —

The said Defendant by Protestation not confessing or acknowledging all or any of the Matters and Things alledged and Setforth in the Complainants said Bill of Complaint to be true for Plea thereunto saith that he is Advised that the purport and Intent of the said Bill of Complaint and the Matters therein contained is the recovery of the Sum of One hundred and two Thousand and twenty Eight Star Pagodas Twenty fanams and Sixty Seven Cash of which the Sum of Seventy three Thousand Two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash is stated to have become payable from the Defendant to the Complai=nants by Virtue of certain Bills of Exchange received by this Defen=dant in his Official Capacity of Chief of Masulipatam upon account of the Complainants that is to say One Bill of Exchange bearing date the Third day of May One Thousand Seven hundred and Eighty Seven drawn by Banjiah in the Name of Culdindee Vencatarama Aauzoo on Cause=wardone Venkapah for Fifteen Thousand Madras Pagodas Payable to the Complainants at one Months Sight, One other Bill of Exchange bearing date the Eighteenth day of May One Thousand Seven hundred and Eighty Seven drawn by Condraigula Jaggernautrow otherwise called Juggopal on

on Chelkalapoody Sittaramiah for the like Sum of Fifteen Thousand Madras Pagodas Payable to the Complainants at thirty days sight. And one other Bill of Exchange bearing date the Tenth day of June One Thousand Seven hundred and Eighty Seven drawn by Condravi=gula Jaggernaut Rao otherwise Juggapah on Chilkalapoody Sitta=ramiah for forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash payable to the Complai=nants at Thirty Days sight. And this Defendant says that it Appears by the Complainants own Shewing that the said three several Bills of Exchange making together the Sum of Seventy three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash were regularly accepted upon their being presented for Acceptance. And it further Appears that upon the said Bills respe=tively becoming due and their being refused Payment no Protest or Maha=zer of such refusal of Payment was ever made upon all or any of the said Bills. And because it is the custom and Usage of Merchants long used and Approved and thereby become part of the Law of the Land that the holder of any Bills of Exchange in order to make the Drawer Indorser or any other Person concerned therein liable for the making good the Payment thereof shall upon such Bill becoming due. and being refused Payment apply to some Notary Public or other fit Person thereunto authorized to Protest the said Bill for such Non Payment and in Case of such Bill shall not Protest the same the Drawer Indorser or other Party concerned therein shall not be liable to made good the Payment thereof. And this Defendant does therefore Plead the said Custom and Usage in bar to so much of the Complainants Bill of

Complaint as seeks to Charge this Defendant With the Amount of the said three Bills of Exchange. And he humbly prays Judgment of this Hon^ble Court thereupon And whether he need make any other or further Answer thereunto. And this Defendant by no Means waiving the said Plea but fully relying and insisting thereupon for further Plea says That it appears by the said Bill of Complaint that after the said Bills of Exchange had been refused Payment no Steps whatever were taken by the Complainants who were the Holders to enforce the Payment thereof from the Acceptor or Drawer which by the Custom of Merchants they ought to have done And he doth Say and insist that by reason thereof and of such their Neglect this Defendant is totally discharged from any Responsibility if he had incurred any which he absolutely denies to be the fact and he is Confident it will herein after fully Appear to the perfect Satisfaction of this Hon^ble Court And he does plead such Laches and Neglect in further bar to such part of the said Complainants Bill of Complaint. And again prays Judgment thereon And whether he need make any other or further Answer thereunto. And this Defendant by no means waiving his said Pleas but fully relying thereupon for Answer to the said Bill of Complaint or unto so much thereof as he is Advised is Material for him to make Answer unto he Answereth and Saith That he Admits that being in the Civil Service of the Complainants he was at or about the time mentioned in their Bill of Complaint nominated to be Chief of the Complainants Counsil at Masulipatam and did on or about the Tenth day of June One Thousand Seven hundred and Eighty Six enter into and take upon him the Charge of the said Station and become thereby virtually bound to execute the Duties incident thereto. And this Defendant further

Answering

Answering Denies that he done was by Virtue of his said Office the Complai-
-nants Receiver of the Rents and Revenues issuing out of the Districts
and Countries under the Management of the Chief and Council of Masuli-
-patam, but he admits that he and his Council were the joint Recivers
thereof and that he was the Complainants Treasurer or Cash keeper as also
Keeper of their Cash Accounts of Receipts and Disbursements at that Factory
but all these Several Trusts this Defendants begs leave to charge were
not subjected to his own management alone but were by the Usage of the
Complainants Service and the Constitution of their Subordinate Establish-
-ments made Subject to the Controul and Management of the Chief and
Council at each respective factory who together and not any of them
separately become jointly Responsible for any Management therein,
This Defendant further Answering admits that it is the joint and
common duty of the Chief and Councils at the Several Settlements
subordinate to Fort St George and at Masulipatam among the rest to
collect the Honble Companys Rents and Revenues to manage and
direct the same and to superintend and Order all Receipts and
disbursements that come into or are issued from the Companys Treasury
at the said Settlement, agreeably to the Orders they shall receive from
their Superiors, or in default of Orders, such Chiefs and Councils are jointly
to transact and Manage those and all other Matters so entrusted to their
Joint charge with fidelity to the Company, and to the best of their Judg-
-ments That with respect to Remittances of Rents or Revenues or other
Monies on account of the Honble Company by Bills of Exchange made
from the said settlement of Masulipatam during the time this Defen-
-dant held the said Station of Chief there at, he Answering saith that
in

in Order to shew that it was an early and unremitting Object of his as well
as that of the said Councils joint duty to give as much as was in their
power their pecuniary Assistance to the Government of Fort St George
by throwing all possible Supplies of Money into that treasury. this
Defendant saith that altho the balance of Cash in the Complainants
Treasury at Masulipatam was on the said Tenth Day of May One
Thousand Seven hundred and Eighty six only Madras Pagodas five
Thousand one hundred and two, three fanams and seventy seven Cash
and Rupees three Thousand four hundred and Eighteen, Thirteen annas
and eleven Pice yet Remittances were made by the said Chief and
Council to Government by Bills of Exchange payable to them at Madras
and which Bills of Exchange were fully paid there to the Amount of
Thirty five Thousand Madras Pagodas between the first Day and Thirtieth
of the following Month of June of which said sum of Thirty five Thou-
-sand Madras Pagodas there was a Bill drawn by Condraigula Juggernaud
Row otherwise on his Vakeel or Agent Sitteramiah at Madras for Twenty
Thousand Madras Pagodas That the Minute delivered by the Defendant
in Council dated the Thirteenth day of June One Thousand Seven hundred
and Eighty Six went and could go only to express the different
Members of Council with the Necessity there was of making all the
Remittances possible to Government to relieve their heavy demands present
and future for Money which this Defendant alone of the Council could
know, from the Circumstance of his having been very recently a Member
of the Superior Government himself which the Defendant maintains, and
the Public Records will prove to be the truth and not with a View of
obtaining from the Council, or of Assuming to himself an Authority distinct
from, or independent of them, of making any such Remittances whatsoever

&c

It was an Authority in the first places which he know the Council could not delegate to this Defendant either constitutionally or consistently with the Joint charge and Trust over all the Company's Affairs at that Settlement vested in the said Chief and Council only or that he could exercise and in the Second place he insists and hopes to prove the same to the satisfaction of this Honble Court. That he never did exercise such Authority and that he never did Accept any Bill of Exchange at Masulipatam on Account of the Complainants without the concurrence consent and Joint Acceptance of the said council. and that all such Bills of Exchange being first Accepted by the Chief and Council were remitted to Government by them conjointly and never by this Defendant alone. - This Defendant denies that by the Resolution of the Council on his said Minute of the Thirtieth June One Thousand Seven hundred and Eighty Six. or by any other Order or Resolution whatsoever. it became the sole and execute duty of this Defendant to be well assured that the Bills of Exchange accepted for the purpose of Remittance to Government were drawn by and upon Persons of known and Approved Credit and Responsibility. or that he ever solicited or accepted of any delegated power or Authority as aforesaid for the Sole acceptance of any Bills of Exchange whatsoever as a Remittance to Government, or on any other Account whatsoever. But this Defendant Admits that it was the Joint and undivisible duty of him as Chief, and of the Council at Masulipatam to be careful in procuring good Bills of Exchange for the Company. And Says that the Member of the said council. who had all been many Years longer in that District; and at the Settlement of Masulipatam than he had been, must necessarily and certainly have had more perfect and intimate knowledge of the Credit and respectability of the Persons who granted Bills of Exchange on Account of the Complainants than he could possibly pretend to have had from his very short residence there - The fair and only true construction therefore to be put on the Proposition contained in the Defendants said Minutes is that he applied to have the Sanction and Authority of the Council for allotting such a part of the Complainants Rents or Revenues as could be spared from time to time from the immediate Disbursements of the said Settlement to the purpose of making Remittances to Government by Bills of Exchange in Order that the Issue of Money from the Honble Company's Treasury might be regulated by such said Resolution of Council. and that Bills of Exchange might be engaged or obtained at such times as such Remittance could be made and this Defendant declares this to have been the true intent and Meaning of his said Minute of the Thirtieth day of June One Thousand Seven hundred and Eighty Six which by the Complainants have been wrongly construed into a charge against him It was not necessary for the Defendant as Chief to apply to the Council for permission to receive the offer of Bills of Exchange after a Resolution had passed from the Chief and Council to receive them for it is well known to be the established Rule of the Complainants Service on the Coast of Coromandel for all Chiefs to receive in the first instance all such Bills as shall be tendered, and for such chiefs to lay all such Bills before the Councils for their Concurrence and Acceptance previous to their Acceptance or Rejection. That not having either solicited obtained or exercised such a power or Authority as is pretended by the Complainant said Bill of Complaint. and having never of himself accepted or remitted any

any Bill or Bills of Exchange on Account of the Complainants to Govern-
-ment but on the Contrary every such Bill or Bills of Exchange so remit-
-ted being accepted and remitted to Government by the said Chief and
Council during the whole time of this Defendants Chiefship as is
Already in proof upon oath on the Complainants Records at Madras
as this Defendant is ready to prove to this Honble Court. he denies
that he should in any degree whatever be made responsible for the
Amount of any Bill or Bills of Exchange which so remitted to Govern-
-ment. in case Any or all of such Bill or Bills of Exchange should
not be paid off and discharged by the Persons. on whom The same,
should be drawn. or by the Persons drawing the same. or in case he
should. as Cash keeper have issued Monies for the purchase or procure-
-ment of such Bills of Exchange out of the Complainants Cash because
as is herein before stated all such Bills were procured and accepted by the
said Chief and Council and because this Defendant as Cash keeper was
authorized to pay for the same. when so Accepted out of the Complainants
Cash by a formal Resolution of the said Chief and Council for that purpose
And this Defendant further Answering saith. that in consequence
of the Resolution of the said Chief and Council dated the Thirteenth day
of June One Thousand Seven hundred and Eighty Six as is stated in the
Complainants Bill of Complaint the said Chief and Council did
remit to Government by Bills of Exchange / which were all fully —
discharged and paid / in the Month of July and August following to the
Amount of Thirty Six Thousand and five hundred Madras Pagods which
Sum included the Amount of a Bill for Ten Thousand Madras Pagodas
drawn by the said Jaggernaut Row otherwise Juggapah on his said
Vackeel Setteramiah at Madras in favor of the Governor and Council and
to prove

to prove how much Government did depend on the Chief and Council
at Masulipatam for Supplies of Money the Necessity whereof was communicated
and Supported by this Defendant to the Council in his said Minute of
the Thirteenth day of June One Thousand Seven hundred and Eighty Six,
it is in full proof upon the Public Records. and this Defendant is ready
to prove to this Honble Court. that besides. and over and above the Remit-
-tances herein before stated by Bills of Exchange in favor of Govern-
-ment in June and July One Thousand Seven hundred and Eighty Six
Amounting to Seventy One Thousand and five hundred Madras Pagodas
and besides sundry other Remittances thereafter made of the like Nature
by Bills of Exchange to Government. as will hereafter shewn the said Chief
and Council did pay out of the Honble Companys Treasury at Masulipatam
between June One Thousand Seven hundred and Eighty Six and the
first of April One Thousand Seven hundred and Eighty Seven / all a-
-during the Defendants said chiefship / for Bills of Exchange drawn
upon them by the Government at Fort St George. The further very Conside-
-rable Sum of One hundred and fifty Six Thousand One hundred
and Nine Madras Pagodas. Twenty Six fanams and Twenty Seven Cash
or Thereabouts. This Defendant further saith. that no Remittance
was made by Bills of Exchange to Government from Masulipatam
in consequence of the said Minute and the Councils said Resolution
of the Thirteenth day of June One Thousand Seven hundred. and Eighty
Six. but for the abovementioned Sum of Thirty Six Thousand and five
hundred Madras Pagodas Remitted by Bills of Exchange to Govern-
-ment in July and August One Thousand Seven hundred and Eighty
Six which together with the Sum of Thirty five Thousand Madras
Pagodas

Pagodas remitted also by Bills of Exchange in June One Thousand Seven hundred and Eighty Six was fully discharged and paid at Madras. That full Seven Months had elapsed. That is to say a Period from September One Thousand Seven hundred and Eighty Seven without any Remittance having been made by Bill of Exchange from Masulipatam to Government the Chief and Council being disabled therefrom by the heavy Payments made from the Company's Treasury during that said Period of Bills of Exchange drawn upon them by Government as before recited to the Amount of One hundred and fifty Six Thousand One hundred and Nine Madras Pagodas Twenty six fanams and Twenty Seven Cash. This Defendant further saith that on or about the first of April One Thousand Seven hundred and Eighty Seven, a Peremtory Order was received by the said Chief and Council from Government dated the Twenty Sixth day of March One Thousand Seven hundred and Eighty Seven to send immediately over Land to the Presidency One Lack of Pagodas untill Bills of Exchange could be procured for part or for the whole Amount thereof payable to Government as will more fully Appear by the Original Letter remaining among the Complainants Records and of which a Copy of N hereunto Annexed for the inspection of this Honble Court. The State of the Treasury at Masulipatam not Admitting of the said required Remittance being made in Specie it therefore became the duty of the Chief and Council to endeavour by such means as they could procure to comply with this peremptory Demand, and it is in proof upon the Company's Records, that the first Remittance by Bills of Exchange made to Government after the beforementioned Remittance by Bills of Exchange in August One Thousand Seven hundred and Eighty Six was together with every Subsequent Remittance by Bills of Exchange, made only in consequence of and in Obedience to the said peremptory Demand of Government for One Lack of Pagodas and that the Remittances so made by Bills of Exchange did not exceed the Sum of Eighty Nine Thousand Nine hundred and five current Pagodas. That the said peremptory Order and requisition from Government was addressed to the Defendant as Chief and the Council Jointly and not to him alone. The procurement therefore of Bills of Exchange for that purpose did not particularly and individually belong to this Defendant neither was it his duty of Office so to do as pretended by the Complainants Bill of Complaint but was the province and duty of the Chief and Council jointly to procure, approve, reject or accept all such Bills as might be tendered to them for the especial purpose of that remittance, and this Defendant denies, that the Complainants have any Usage or can have it in their power to establish any Usage respecting Remittances by Bills of Exchange, but such as is at present existing between other Merchants, Partnerships and Bodies of Men and their Servants, Correspondents and Agents and which are all precisely ascertained and defined by what is called the Custom of Merchants and has been acknowledged and allowed of as part of the established Law of the Land according to which the Complainants are bound to proceed and to which they must conform themselves for having made their election and in consequence thereof sued this Defendant in a Court of Law. It is absolutely necessary in Order to obtain that Relief which by their Bill they seek that they should duly and strictly Observe and follow the Law and Govern and direct themselves according to the Practice of it in such cases for should it appear that depending upon any presumed Authority they May conceive themselves possessed of as a chartered Company over the Defendant

=dant who is one of their Servants they have commenced their present Action upon principles not warranted by or founded on the Law of the Land It is beyond doubt that such their Action will fall to the ground as it is impos=sible that this Defendant can be convicted otherwise than by the Laws of the Country to which both he and the Complainants are both alike — Amenable and according to which they must direct and Govern them=selves. And for further Answer this Defendant saith and begs leave to Observe that the Council who were joint with him expressed their entire concurrence and the complainants by their own Accounts did not make any Objections to the Minute he entered in Council Marked Letter A and annexed to the Bill of Complaint, nor did the Council at Masulipatam make any Objection, on the contrary it Appears by their Own consultations and the Minute made — thereon that they entirely concurred in the Proposal suggested by this Defendant And therefore they must unanimously have been of an Opinion that the Motive that operated with the Defendant for making the Minute was perfectly fair and honorable and had no other Object in View than the open and avowed Ones of making the remittances to the Superior Board and thereby in a Natural point fulfilling the Trust vested in this Defendant and the Coun=cil of Masulipatam and from thence it was obvious as he has before observed but which he begs leave to repeat because the complai=nants seem to lay so much stress on it that these Bills so procured were always Subject to the Rejection or Acceptance of the Chief and Council Jointly and by no means of this Defendant alone — And this Defendant admits that it was his Duty Jointly with the other Number of Council to be as well assured as they could reason=

=ably

=ably be of the Responsibility and Credit of the Persons on whom the Bills they remitted were drawn as well as of the Responsibility and Credit of those Persons by whom they were drawn, such an Attention and Caution no doubt became the duty of them all as it does naturally become the duty of every other servant or Agent to do the best he can for those by whom he is employed but this Defendant absolutely denies any individual or exclusive responsibility incurred upon himself either by the said Minute or in any other manner whatsoever And this Defen=dant further Answering says that it appears by the Complainants own shewing that the Statement of their several Grievances contained in their Bill of Complaint is not expressed in that Consistent and clear manner as any to entitle them to recover from this Defendant this — Defendant the Amount of the several Bills of Exchange charged therein to be due to them for it must be obvious to every Persons that if as they have charged it was the Duty of this Defendant to be well assured that the Drawers of such Bills of Exchange as well as the Persons on whom they were drawn should be People of Credit and — Sufficiency It must by the very nature of things cease to be this Defendants duty to be as they have charged ultimately responsible in case the Persons by whom the Bills were drawn or on whom they were drawn were not credit and Sufficiency and therefore as those two Duties which the Complainants have charged are incompatible and inconsistent with each other they must naturally defeat them=selves and being impossible to be both supported must naturally both fall to the ground. And in regard to the issuing Money from the Treasury for the Purchase of such Bills of Exchange It must also be obvious that it could not draw down with it any Responsibility upon

Thro

this Defendant because he though nominally a Treasurer was only in fact the Instrument of the Board at Large to receive and Issue the Public Money belonging to the Complainants and when the Board had once determined to accept of any Bills of Exchange in Order to be remitted to the Superior Board of Fort St George for the use and upon account of the Complainants it followed as a Matter of Course that such Bills of Exchange must be purchased by the Complainants Money and such Money being in the custody of this Defendant as their Cashier the same of course must be issued by this Defendant And this Defendant further Answering Says that he denies that he was alone Receiver of the Rents or Revenues of the Districts and Countries under the Management of the Chief and Council at Masulipatam, but he Admits that he was so jointly with his Council and under them that he was keeper of the Cash Accounts there and as such he admits that it was the Duty to bring to the Credit of the Complainants all such Money as had been received by him on their Accounts and this Defendant Says and Insists and most solemnly Declares that he ever did faithfully and honestly Account to the Complainants for all Money that he ever did receive on their Account as in due time he hopes fully to prove to the entire Satisfaction of this Honble Court. And this Defendant further Answering Says that he admits that Condraigula Jaggernaut Row otherwise Juggapah was Renter of Several Districts as Mentioned in the Complainants Bill of Complaint. And he also Admits that the said Condraigula Juggernaut Row otherwise Juggapah was indebted to the Complainants at the time this Defendant quitted his said Chiefship but not so Considerably as is suggested by the Complainant as will

hereafter be

be fully explained to the Satisfaction this Defendant trusts of this Honble Court and that such Debt has arisen from the Accumulated Arrears of Rent remaining unpaid to the Complainants And this Defendant also Admits that the Board of Revenue did write a Letter to this Defendant to the purport mention in the Complainants Bill of Complaint stating their Surprize and uneasiness at the heavy Arrears that were due from the said Juggapah to the Complainants But this Defendant says and insists that he this Defendant was no way accountable for or concerned either directly or indirectly in the Accumulation of this Debt on the Contrary he had Actually Sent him Several considerable Sums of Money to enable him to make Payments in part of what was due from him to the Complainants. And by such and other Means he had so far Succeeded as to induce him to make Several very considerable Payments as by the Complainants own Records will fully Appear and the Debt then due from the said Condraigula Juggernaut Row otherwise Juggapah to the Complainants is alone as he conceives to be Attributed to his Own improvident conduct and Inattention to his own concerns Circumstances which no circumspection of this Defendant could foresee or prevent or which cannot in the remotest Degree induce any Responsibility upon himself or be any grounds for the Complainants present suit. And this Defendant further Answering saith That he never did nor can he by any means conceive that the Oath prescribed by the Legislature to be Administered to the Receivers of the Complainants Revenues ever meant to include or can in the least be ever construed to preclude the receiving back from any such Renter a Sum of Money actually fairly and bonafide lent or due with no View whatever of any Interest or other Gain but solely with a fair and honest Intention of Assisting the Borrower

and

and this Defendant Says and Insists that all and every Sum and Sums of Money ever received by this Defendant from the said Condaugula Jugger=nautrow otherwi Juggapah were Actually received in repayment of money actually so Advanced or due a part thereof Lent for the very purpose of enabling him to make Payments to the Complainants in part of what he owed them as by an Account Current between him and this Defen=dant a copy whereof N 2 is hereunto Annexed for the Inspection of this Honble Court and the Original ready to be produced if required will fully and particularly appear and this Honble Court will hereby perceive That this Defendant did not even receive the Common Interest for his Money Lent or derive any other Advantage whatever and that a Balance to no Small Amount still remains unpaid thereof And this Defen=dant further Answering Says and Insists that he never did receive from the said Condaugula Juggernautrow otherwise Juggapah either the Sum of Seventy Eight Thousand Madras Pagodas or any other Sum or Sums of Money whatever except only as in the Exhibit before refered to and herein after stated and which he was fully warranted in doing as it was only receiving back the Money which he had really and bonafide Lent to him and this Defendant Says that to prove to this Honble Court that such his Assertion is founded on the strictest Truth He charges and insists that the Sum of Twenty Eight Thousand Madras Pagodas which the Complainants say that this Defendant received from the said Condaugula Juggernaut Row otherwise Juggapah in or about the Month of September One Thousand Seven hundred and Eighty Six by a Teep from Gordordoss Soucar this Defendant Says that in or About the begenning of September the said Condaugula Jug=gernautrow otherwise Juggapah Applied to this Defendant for the Loan

Loan of Twenty Eight Thousand Madras Pagodas in the most urgent Terms which this Defendant complied with upon his Delivery to the Defendant a Teep of Gordordoss Soucar at Masulipatam for that Amount dated the fifteenth of September One Thousand Seven hundred and Eighty Six and Payable to this Defendant on Account of the said Condaugula Juggernaut Row otherwise Juggapah on the Nineteenth day of October following. and this Defendant says and Insists and it has been already proved upon Oath upon a Examination instituted by the Complainants President and Council of Fort St George that the Money for this Teep was really and bonafide Lent and Advan=ced by this Defendant to the said Condaugula Juggernaut Row otherwise Juggapah out of his own proper Money and some short time after the said Teep became due this Defendant did receive the Amount thereof and deliver up the Teep all which he hopes in due time fully to prove to the entire Satisfaction of this Honble Court. but as this Defendant had no Accounts whatever with Gordordoss as he had taken this Bill for payment of this Sum to the said Condaugu=la Juggernaut Row otherwise Juggapah and as it was advanced him without Interest this Defendant made only Memorandums of the sum paid and received on Account of the Transactions and therefore no Entry was made thereof in the said Account Current above refered to. and this Defendant further Says and insists that in regard to the Sum of Thirty Thousand Madras Pagodas for three Teeps by Rufsava Doss to Wit. One bearing date the first day of March One=Thousand Seven hundred and Eighty Seven for Ten Thousand Madras Pagodas One other bearing date the first day of April in the same Year for Ten Thousand Madras Pagodas and the Third bearing date the first day of May in the same

same Year for Tow Thousand Madras Pagodas. This Defendant says and Insists that the same is equally groundless for this Defendant says the said three several Teeps were given for Money really and bonafide advanced and lent by this Defendant to the said Condraigula Juggernaut Row otherwise Juggapah out of his own proper Monies at his particular instance and request and for which the said Condraigula Juggernaut Row otherwise Juggapah has had Credit given him in the said Account Current above referred to And this Defendant further Answering saith that the Sum of Twenty two Thousand and Sixty Rupees or Twenty Thousand Madras Pagodas which the Complainants have stated to have been received from the said Condraigula Juggernaut Row otherwise Juggapah by a Bill of Exchange bearing date the first day of April One Thousand Seven hundred and Eighty Seven drawn by Gordordoss Soucar on Rundas was in itself nothing more than a Simple Purchase of a Bill of Exchange for that Amount by this Defendant from the said Gordordoss upon his correspondent at Benares for which this Defendant did really and truly pay out of his own proper Money the full Value thereof according to the course of Exchange agreed between them as will Appear by the Account Current above referred to wherein he has had credit given them for the Amount of the Bill And this Defendant says that he absolutely denies that any of these Transactions would in the smallest degree Affect the Claims of the Complainants upon the said Condraigula Juggernaut Row otherwise Juggapah or occasion him to increas his Arrears with the Complainants but the same must have arisen from the Mismanagement and Inattention to his Affairs which Appear to have brought him into Debt not only with the Complainants but with every one else with whom he had any Money Transactions And in which this Defendant was equally a Sufferer and driven to the Necessity of instituting a Suit in this Honble Court against the said Condraigula Juggernaut Row otherwise Juggapah for a Considerable Balance that was Justly due to him and this Defendant says that in regard to the repeated Orders which the Complainants State were conveyed to this Defendant by their said President and Council such Orders were not Particularly sent to him more than to the other Council at Masulipatam and were contained in the General Correspondence that passed between the two Boards. This Defendant denies that such Orders were disregarded on the contrary he Says and insists that every Attention was paid to them that was proper or could be required. but had Such Orders not have been properly attended to it must be Obvious that he was not alone Culpable but he and his Council were so jointly, and he himself could not be charged but with a part and that a small One of the whole Balance and even the whole of it could not be a very Grievous offence Since no Orders of the Board of Revenue however peremptorily expressed or repeatedly urged to the Defendant and his Council or however precisely pursued or implicitly obeyed by them could do away the Difficulty in which the Object of them was involved to pay his Rents more punctually or receive the Complainants from the inconvenience which had been the consequence of this Difficulty much More difficult is it still to imagine how the Orders themselves or their being Obeyed can in the remotest manner affect the present Suit of the Complainants which is professedly brought for the Amount of Certain Bills of Exchange and in Error in their

in their Own Account of Cash. And this Defendant further Answering says that he absolutely denies that the said Condraigula Juggernaut Row otherwise Juggapah was in the smallest degree impoverished or could from the nature of the Transaction be so by reason of any sums of Money expended by him for the purchase of the said Teaps and the said Bill on Banares Or that he was hereby rendered unable to pay off any Arrears that were Owing to the Complainants or discharge any Bills of Exchange that he might tender to this Defendant for the purpose of Remittance in Case such Bills of Exchange should not be duly paid by the Acceptors thereof This Defendant Says that he has already very fully explained every circumstance relative to this Transactions and from thence it must clearly appear that they could no way Deminish either the Fortune or Credit of the said Condraigula Juggernaut Row otherwise Juggapah so as to induce the Consequences the Complainants wish to derive from it or any other bad Consequences whatsoever And this Defendant further saith that the only reason of the Accumulated Arrears of Debt due from the said Condraigula Juggernaut Row otherwise Juggapah must have arisen from real Distress or pretended Distress and whether it was the one or the other it is equally immaterial to the present suit and ought not to have made a part of their Bill of Complaint which with a very Singular degree of Inconsistence first states that it was the duty of this Defendant to be well assured that the Drawers and those on whom their Bills were drawn should be persons of Responsibility next Charges, That this Defendant was himself responsible for the Payment of such Bills and now in the third place suggests that the Defendant had beyond the Responsibility of the Drawer thereof This Defendant must take the liberty again to repeat that as the Complainants have appealed to the Laws of their Country for the Redress they seek on those Laws alone they must rest their Appeal and from any fancied Subordination they must think this Defendant is placed in from being their Servant and the Complainants his Employers. And this Defendant further Answering saith that it is very true and this Honble Court may know it from their own Records that altho this Defendant had negotiated the several Sums of Money which the Complainants so repeatedly take notice of and which he trusts he has so fully Answered Yet the said Condraigula Juggernautrow otherwise Juggapah did really owe this Defendant a Considerable Balance being upwards of Sixty Nine Thousand Pagodas as this Defendant has before stated to this Honble Court in a Bill he filed against the said Condraigula Juggernaut Row otherwise Juggapah for the recovery of that Sum arising upon an Account Current regularly examined agreed to and mutually signed by the said Condraigula Juggernaut Row otherwise Juggapah and this Defendant. And this Defendant further Answering saith that he has already stated to this Honble Court this circumstances relative to the Orders of the said President and Council for the remitting to them the Sum of One Lack of Pagodas and he says and insists as he has before alledged that such Orders were addressed not to him alone but Jointly with his Council at Masulipatam and therefore every Measure taken to Obey their Command must have been taken conjointly by him and his Associates in the Administration there and he has accounted already to this Honble Court for the Motives and the manner in which they made their Endeavour to fulfill the Trust enjoined them to which it is unnecessary for him now to

to add that he was not vested with the procurement of Bills of Exchange alone, nor did it particularly or individually belong to him or was it his duty, but the sams however procured were ever subject to the Approbation or disapprobation they Consent to take or the determination to refuse of the other Members of the Council by whom they were to be rejected or received by whom they were to be remitted in a Letter to the said President and Council stating in the body of such Letter the Persons Names by whom the said Bills were drawn, the Persons Names also on whom the said Bills were drawn with the Amount date and every other Particular And this deliberate particularization of the Bills being regularly gone through and Subscribed with the respective Signature of every Mem=ber of Council such Letters were closed and forwarded in the Common channel so that it would be very hard to say that this Defendant should be alone answerable for this Trust which the Complainants have thought expedient to deligate to so many others jointly with him And this Defendant further Answering says that he was neither=regardless of his public Duty nor Mindful only of his private Interest when he Applied to the said Condraigula Juggernaut Row otherwise Juggapah for the Bill of Fifteen Thousand Madras Pagodas Mentioned in the Complainants Bill of Complaint, but he says and insists that the same as well as the other of the like Sum of Money were offered to him for the Payment of the Amount of the Three Several Sums above mentioned for Ten Thousand Madras Pagodas each which had not been paid and for the purpose of fully explaining to this Honble Court that three different Bills were offered for the Payment of the same Sum of Money this Defendant says that having at the Expiration of the time limitted for payment of the said Bills Applied thro the said Condrai=

=gula

gula Juggernaut Row otherwise Juggapah for the Discharge of them all he informed this Defendant that the said Cashwadoss had proposed the procuring of Bills for the full Amount of the Above Sum in a short time in favor of the Government and liquidate by that mode his Debt to this Defendant - and as it was immaterial to this Defendant how he received it, and it was an Accomodation to Government this Defen=dant agreed to it, and soon after the said Condraigula Juggernaut Row otherwise Juggapah brought him the first of the said Bills for Fifteen Thousand Madras Pagodas and upon this Defendants asking him why it had been drawn by him instead of Cashwadoss he replied that Cashwadoss had determined not to grand any more Bills on the Presidency at a Batta or Exchange of Ten & 6 between the Madras and Star Pagodas himself and other Soucar having been Considerable Losers by that mode of granting Bills but that he had entered into Terms with the said Condraigula Juggernaut Row otherwise Juggapah to be Answerable to him for the Amount of this Bill, and to this Defendant says that the said Bills was shortly after followed by the second for the like Amount to which the said Condraigula Juggernaut Row otherwise Juggapah made the same Assurances in the Name of the said Cashwadoss that he the said Cashwadoss had made himself Answerable for the Amount - And this Defendant says that upon the first Bill being received and transmitted by this Defendant and his Council to Government the said Condraigula Jug=gernautrow otherwise Juggapah paid this Defendant Fifteen Thousand Madras Pagodas on Account and in part of the said Cashwadoss three Bills upon which one of the said Bills for Ten Thousand Madras Pago=das was delivered up to the said Condraigula Juggernaut Row otherwise

Juggapah

Juggapah and this Defendant promised him to deliver the two others upon Payment of the further Sum of Fifteen Thousand Madras Pagodas — And this Defendant says that shortly after the same being effected the remaining Two were also given up. as he will in due time fully prove to the Satisfaction of this Honble Court And he says and Insists that as far as relates to the Complainants the Transaction was in obedience to their Orders for a speedy Remittance and the Bills so obtained appearing to the Board at Masulipatam free from Exception were by them accepted and remitted to Government as a part of the required Supply and this Defendant says that it is evident that said Condraigula Juggernautroo otherwise Juggapah had Credit for Thirty Thousand Madras Pagodas for those two very Bills and that this Defendant surrendered up to him the said three beforementioned Bills of the said Cashwadoss this Defendant's own private property to the like Amount of Thirty Thousand Madras Pagodas exclusive of Interest which he had an undoubted right to demand thereon. So that those two Bills for fifteen Thousand Madras Pagodas Each formed part of a Seperate Transaction between the said Condraigula Juggernautroo otherwise Juggapah and this Defendant distinct from and in no wise connected with this Defendant's Situation in the Complainants service because that whether this Defendant had or had not been Chief of Masulipatam the Bills of the said Condraigula Juggernautroo otherwise Juggapah & Cullendu Auncatanarra Raujoo would have been received remitted and paid for in the like manner as has taken place respecting them — As to the said Condraigula Juggernautroo otherwise Juggapah he his on this ashe would be on any other occasion, as Drawer of a Bill responsible for its Amount — And he has had Credit with the Defendant for that Amount in the Account Current above referred to the Justness of which will heretofore be

be fully proved to the Satisfaction of this Honble Court This Defendant says that it Appears from what he has before Stated that Several Bills drawn in the same manner as these were have been regularly remitted and paid when they become due They had been drawn upon the same as these were and were Approved and Accepted and accepted by the Council just in the same Manner as this were, And he could have no reason to doubt that these should be paid any more than were entertained that the others should be and in confirmation that the Bills were drawn with a Considerable Prospect of their being paid they were upon being presented duly accepted by the Persons they were drawn on which at least warranted the Drawers in drawing them and comprehended in the Responsibility of the paymnt thereof both the drawer of those Responsibility the Complainants have said so much and the Persons on whom the Bills were drawn and who no doubt would have found Means to have discharged them had the Complainants thought proper to have taken the regular Steps to enforce their payment. And this Defendant further Answering Says that in regard to the Money being issued out of the Treasury for the purchase of the said Bills the Complainants could not reasonably expect that he and the Council to whom they had given their Orders for making immediate Remittances to them could have obtained such Bills to Remit to them in any other manner than by paying the Amount thereof to the Persons from whom they had their Bills and as to the Proposal not to pay the Money till Advice was received of the Bills being accepted this Defendant Says that the Bills were actually accepted which Surely is a full Answer to any Objection that may be urged for the Payment of the Money

Juggapah and this Defendant promised him to deliver the two others upon Payment of the further Sum of Fifteen Thousand Madras Pagodas – And this Defendant says that shortly after the same being effected the remaining Two were also given up. as he will in due time fully prove to the Satisfaction of this Honble Court And he says and Insists that as far as relates to the Complainants the Transaction was in obedience to their Order for a speedy Remittance and the Bills so obtained appearing to the Board at Masulipatam free from Exception were by them accepted and remitted to Government as a part of the required Supply and this Defendant says that it is evident that said Condraigula Juggernautroo otherwise Juggapah had Credit for Thirty Thousand Madras Pagodas for those two very Bills and that this Defendant surrendered up to him the said three beforementioned Bills of the said Cashwadoss this Defendants own private property to the like Amount of Thirty Thousand Madras Pagodas exclusive of Interest which he had an undoubted right to demand thereon. So that those two Bills for fifteen Thousand Madras Pagodas Each formed part of a Seperate Transaction between the said Condraigula Juggernautroo otherwise Juggapah and this Defendant distinct from and in no wise connected with this Defendants Situation in the Complainants Service because that whether this Defendant had or had not been Chief of Masulipatam the Bills of the said Condraigula Juggernautroo otherwise Juggapah & Cullindu Ameatarama Raujoo would have been received remitted and paid for in the like manner as has taken place respecting them – As to the said Condraigula Juggernautroo otherwise Juggapah he his on this as he would be on any other occasion, as Drawer of a Bill responsible for its Amount – And he has had Credit with the Defendants for that Amount in the Account Current above referred to the Justness of which will heretofore be fully proved to the Satisfaction of this Honble Court This Defendant says that it Appears from what he has before Stated that Several Bills drawn in the same manner as these were have been regularly remitted and paid when they become due They had been drawn upon the same as these were and were Approved and Accepted and accepted by the Council just in the same Manner as this were, And he could have no reason reason to doubt that these should be paid any more than were entertained that the others should be and in confirmation that the Bills were drawn with a Considerable Prospect of their being paid they were upon being presented duly accepted by the Persons they were drawn on which at least warranted the Drawers in drawing them and comprehended in the Responsibility of the payment there of both the drawer of those Responsibility the Complainants have said so much and the Persons on whom the Bills were drawn and who no doubt would have found Means to have discharged them had the Complainants thought proper to have taken the regular Steps to enforce their payment. And this Defendant further Answering Says that in regard to the Money being issued out of the Treasury for the purchase of the said Bills the Complainants could not reasonably expect that he and the Council to whom they had given their Orders for making immediate Remittances to them could have obtained such Bills to Remit to them in any other manner than by paying the Amount thereof to the Persons from whom they had their Bills and as to the Proposal not to pay the Money till Advice was received of the Bills being accepted this Defendant says that the Bills were actually accepted which Surely is a full Answer to any Objection that may be urged for the Payment of the Money

And this Defendant Says that the Persons on whom the said Bills were drawn were Men who had on every former Occasion fully discharged the Bills drawn on them and there appeared to the Chief and Council no reason to suppose they would not discharge those Bills also — And as this Defendant has before stated they would not doubt have been ready so to do had they been regularly and legally required which Omission of the Complainants this Defendant doth not presume to account for but he cannot forego with any Justice to himself the right the Laws of his country give him to Repel this Attack of the Complainants upon their own unwarrantable Inattention and Neglect and this Defendant further Answering Says that he denies that the said Condraigula Juggernautrow otherwise Juggapah was ever Dubash or head Servant to this Defendant on the Contrary he says that during no time of his late Administration at Masulipatam did he ever employ any Native whatever in the Capacity of his Dubash or Confidential Servant. but he Admits that the said Condraigula Juggernautrow otherwise Juggapah was the Complainants Interpreter at Masulipatam and their own Records will prove that he held the Appointment from themselves and as such was in the habit of receiving from their Tributaries and Renters their respective Tributes and Rents which it was his Duty to report to this Defendant as soon as received that the same might be brought to the Complainants Credit. And this Defendant further Answering positively denies that the said Condraigula Juggernautrow otherwise Juggapah did ever directly or indirectly pay to him or to any other Person on his private Account the Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven

Seven Cash or any part thereof On the Contrary this Defendant says and insists and in due time he will fully prove to the Satisfaction of this Honble Court as it has been already proved by the fullest Evidence upon Oath on another Occasion that the said Sum of Money said to have been received by the said Condraigula Juggernautrow otherwise Juggapah from the Complainants Zemindars or Renters and not Accounted for to them was in fact received by him privately and without the smallest Knowledge or consent of this Defendant at several different Times from several different People and without the least Knowledge Consent Concurrence or Approbation of this Defendant appropriated to the own private Use and Account of the said Condraigula Juggernautrow otherwise Juggapah and that those several Sums of Money making together the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash were actually received and Appropriated by the said Condraigula Jaggernautrow otherwise Juggapah as aforesaid Two. three. four and five Months previous to the date of the Bill of Exchange alluded to by the Complainants in their Bill of Complaint. and this Defendant further Answering Says that as he has already stated and so the Truth really is that he know nothing of the Moneys being received. he could not of course grant Receipts for the Amount nor could he credit the Complainants Cash Accounts with it and he could with as little as little Possibility give any Directions for the Application either to his own private Use or to any other purpose of the receipt of which he was totally Ignorant - and this Defendant further Answering absolutely denies that any Application was made to this Defendant from the Zemindar or Renters of the Complainants or any other Person at

at the time of his being about to quit his Chiefship at Masulipatam or at any other time for the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy seven Cash or any part thereof nor was this Defendant ever charged by them or any of them with having received the same or any part thereof either at the time aforesaid or at any other time untill after the said Bills of Exchange had been tendered to this Defendant and by him handed over to his Successor and the Council assembled nor till After the same had been Accepted and transmitted by them to the Governor in Coun=cil at Fort St George for the Use of the Complainants and then and not till then was these Defendant Applied to to grand the Official Receipt constantly granted on every Occasion where a Bill in favor of Government for any part of those Rents or Revenues has been accepted of by the Chief and Council at Masulipatnam And this Defendant humbly submits to this Honble Court if in granting those Receipts he did in any Degree transgress his Duty to the Complainants the Bill he has shewn before and he is ready in the fullest Manner to prove was perfectly Approved of by his Successor and his Council who first received it at the Council assembled to receive this Defendants Surrender of his Appointment and then immediately adjourned to the House of their New Chief where they passed a Resolution to transmit the same to the Presidency in Council at Fort St George in this surely was no transgression of his Duty and he humbly insists no small Instance of his Fidelity to the Complainants and his zeal for their Interest as by Consolidating those several Debts into one specific sum

sum and at last adding the Security of the said Condraigula Juggernaut =row otherwise Juggapah and probably that of the Person on whom it was drawn to the Security which still remained of the Individual Rents. he in no small degree strengthened Security they held. And this Defendant further says. that if the said Bill was liable to any Objection it became the Duty of the succeeding Chief and Council to whom he had handed it over to make their Objection and if they thought proper to reject it and as he can fully prove that no Objections were made by the said Chief and Council and that the Bill was received and transmitted by them to Government this = Defendant is surely discharged from the smallest degree of Censure on that Account. the Bill having thus been received and transmitted by them it became their Own Act and not an Act of this Defendant And the Bills being thus received the Usual Official Receipts being granted in the Manner above stated if followed of Course that the usual Official Entries was made in the Complaints Books of Account by Crediting the Zemindars on whose Account the Bill was granted and by debiting the Complaints under the established Head of Account Current Fort St George for the Amount of the Bill granted in their favor. And as this Defendant will also prove to this Honble Court that no part of the Amount of the said Bill was received by him or Applied to his Use he denies that any Deficiency has thereby arisen either in the Complainants Cash or in their Books of Account - And this Defendant further Answering Says that instead of his Applying to the said Condraigula Juggernautow other=wise Juggapah for the said Bill it has already been fully proved on another Occasion and he will in proper time also prove to the = satisfaction of this Honble Court that the Application to receive the

said

said Bill and the Tender thereof was made by the said Condraigula Juggernautrow otherwise Juggapah to this Defendant who Assigned as his Reasons for Such Application his Apprehension of being involved in Trouble with those Zemmindars from whom he had received the Amounts of the Bills so drawn the Strongest possible proof that no part of the Money received by Condraigula Juggernautrow otherwise Juggapah had been paid to this Defendant or Appropriated to his Use as he this Defendant in that Case and not the said Condraigula Juggernautrow otherwise Juggapah must be held reasonable to those Zemmindars for the Amount - And as a further proof this Defendant begs leave to refer to the following Letter sent by the said Condraigula Juggernautrow otherwise Juggapah to his Vakeel or Agent at Madras and written after this Defendant had quitted the Chiefship at Masulipatam, that is to say "Translation of a Letter from Rajah Condraigula Juggernautrow Bahadar Mascomdar and Sarsersdstadar of Rajamundry Circar to Chelacalapoody Seataauramiah Dated Jaista Bathoola Dasamy Somavaveram" I am in good Health and hope to have the pleasure of hearing of hearing your Welfare. The Gentlemen having now surrendered the whole Administration of the Affairs of the Peace to Mr. Bodges after having held a consultation for that purpose Mr. Floyer intends to set out tomorrow by Land By the Will of Heaven / It is impossible to avoid the Event which should unavoidably happen. This Morning I have drawn on You a Bill for Forty three Thousand Pagodas and Odd in favor of the Company together with a Letter of Advice and You are to deliver the said Bill after having Signed it I have in consequence exerted myself and had a Conference with Goodevadoss and Maduradoss as well as two or three Persons and I hope to Succeed in the

"the View sooner and I will remit it to you. I endeavour for both the former and present - If you will exert yourself to raise as far as 20000 "or 30000 Pagodas I will Pay the same agreable to the Terms which "shall be specified in your Letter It hath given me an infinite Deal "of Joy to hear the Intelligence of the Ship which you mentioned arrived "again. and I hope you will Communicate to me the Intelligence at "large by making a particular Enquiry about it you will also let me "understand the Advice of our Friends about extricating ourselves from "the Difficulties under which we are involved. Bagaram wrote a Letter "that Interest was paid to Mr. Desouza. You will however Satisfy the "Money relative to the Bill of Venkanah and let me know the same, "you will from this Day forth be Cautious to direct / all the Letters "addressing to me / to Gurdaradoss Varadoss and Maduradoss" as by the Original thereof now remaining among the Complainants Records - may fully appear And this Defendant says that it is Obvious from the purport thereof and the Method he therein proposes a desiring for the Discharge of the said Bill that the said Condraigula Juggernautrow otherwise Juggapah considered himself alone and not this Defendant as answerable for the Payment of the Amount thereof. And this Defendant further Answering says that having already Stated to this Honble Court that no Application ever came from this Defendant for the said Bill of Exchange but the same originated entirely from the said Condraigula Juggernautrow otherwise Juggapah by his Application to this Defendant to receive the same it is needless to say any thing in reply to the Suggestions of the Complainants of any Engagements having been made by this Defendant to provide for its Payments which he

solemnly

Solemnly denies and if it were necessary it would be easy from the general Tenor and purport of the above recited Letter to prove that such Engage-ments never could have existed if it had. That part of the Letter which gave his Agent a power to procure Money would in fact have been altogether unnecessary and the Methods he points out to pay it never been thought of. it was a private Confidence Communication from the said Condraigula Juggernautrow alhernise Juggapah to his particular friend and Correspondent upon the Subject of the Bills and had this Defendant engaged to pay it can it be doubted he would not have mentioned it this Defendant Says and Insists that it cannot be doubted. And he Again most Solemnly repeats that he ever entered into the Smallest Engagement for that purpose or ever had the most distant Idea of doing so. and this Defendant further Answering Says that having Already fully explained to this Honble Court the Manner in which the said Bill of Exchange was received by this Defendant he knows not any other reply he can make to the charges of the Complainants that it was at his Instigation and by his means the said Bill was drawn than by referring them to what has gone before and which he here again in the most Solemn Manner begs leave to Assure this Honble Court is Litterally and preciously true and this Defendant further Answering saith and he hopes fully to prove to this Honble Court that the said Condraigula Juggernautrow alhernise Juggapah had been for Several Years in the Custom of drawing Bills in favor of Govern-ment payable at the Presidency upon the same Person as those were drawn all of which had been duly paid except those referred to by the Complai-nants in their Bill of Complaint and therefore this Defendant and his Council as well as the New Chief and his Council could have no such Cause about that those would not be also paid. And to Shew this Honble Court

Court that the Situation of the said Condraigula Juggernaut Row alhernise Juggapah in part of finance was not so involved or his Arrears due to the Com-plainants so great as is pretended by the Complainants in their Bill of Com-plaint and endeavoured to be supported by the Exhibits annext thereunto and Marked N° 3 this Defendant begs leave to Annex to this his Answer the Copy of an Account Current N° 3 between the Complainants and the said Condraigula Juggernautrow alhernise Juggapah being an Account of all his farms which he rented of them to a Considerable Annual Amount from the thirty first day of August One Thousand Seven hundred and Eighty Six to the Thirtieth day of April One Thousand Seven hundred and Eighty Seven by which it Appears that he was then indebted to the Complainants on a Balance only in the Sum Five Thousand Pagodas and this Defendant Says that a Copy of the said Account Current was on or about that time transmitted by the Chief and Council at Masulipatnam to the Board of Revenue at Fort St George who in reply thereto made no Objection to any of the Items of the said Account except to a Credit therein taken by the said Condraigula Juggernautrow alhernise Juggapah on Account of Two Years Allowance due to him from the Complainants for his Family Murashee to the Twenty fifth day of September One Thousand Seven hundred and Eighty Six and which they would not admit to be brought to his Credit therein and therefore he became nominally a Debtor to the Complainants on that day in the Sum of Twenty five Thousand Pagodas where as in fact he was not really indebted to the Complainants in any Sum of Money exceeding Three Thousand Pagodas or thereabouts as this Defendant begs leave to explain to this Honble Court in the Manner following. The

said

said Condraigula Juggernautrow Alwarsie Juggapah held an Annual
Allowance granted to him by Government of Ten Thousand Pagodas of which
he had received no part since the Twenty fifth day of September One Thousand
seven hundred and Eighty four the Chief and Council did therefore Consent
to allow a Credit to be given him in the said Accounts of the said Sum of
Twenty Thousand Pagodas due to him on the Twenty fifth day of September
One Thousand Seven hundred and Eighty Six the said Board of Revenue
did on the Twenty first day of December One Thousand Seven hundred
and Eighty Six direct that the said Annual Allowance to the said
Condraigula Juggernautrow otherwise Juggapah should cease this
Order tho' it might preclude him from receiving the said Allowance
after the date of such Order yet it could not do away his Right
to receive it prior to the Date thereof. The charge he therefore made
in the said Account Current was only for a Debt due to him from the
Complainants on the Twenty fifth day of September of that year and
Consequently there remained due nearly the Sum of Two Thousand
and five hundred Pagodas which the Complainants were bound to
pay him altho the said Condraigula Juggernautrow otherwise Juggapah
therefore by the Refusal of the Board of Revenue to admit the Sum
of Twenty Thousand Pagodas to pass to his Credit in his Account with
the Complainants whereby he appears a Debtor on the thirtieth of April
One Thousand Seven hundred and Eighty Seven in the Sum of Twenty
five Thousand Pagodas yet the Complainants on the other hand are
his Debtors in the Sum of Twenty Two Thousand and upwards, — besides
what Government had held out that they might hereafter think
proper to Allow him as Interpreter or in reward of any Service done
by

by himself or his Family — which it is reasonable to suppose from the
great Benefits already derived by the Complainants in the then late
receipts into their Treasury of upwards of One hundred Thousand
Madras Pagodas from the Zemindars as Arrears due from them
on Account of the said Family Merashees and from the Addition
made to their annual Revenue by his Means in the District
of Masulipatam would not be a Less Sum than that for which
Government hath stood pledged to the said Condraigula Juggernaut
Otherwise Juggapah in Consideration of the Surrender so made by
the family. And on the Eleventh Day of June One Thousand
seven hundred and Eighty Seven which was the Day this
Defendant quitted the Chiefship of Masulipatam the Debt
then due from the said Condraigula Juggernautrow otherwise
Juggapah to the Complainants for all his said Farms did by Arange-
ments made by the Chief and Council under the Sanction and
Order to the said Board of Revenue amount to the Sum of
Thirty One Thousand One hundred and Twenty One Pagodas and
Twenty five fanams and by no means as is erroneously stated in
the Exhibits annexed to the Complainants said Bill of Complaint
and marked N 3 to Seventy Seven Thousand Two hundred and
sixty One Pagodas Eighteen fanams and Eighteen Cash on
the Thirtieth of June of that Year, which Difference this Defen-
dant Conceives has arisen from the Variation in the Amounts
of the Rists as settled formerly and of the Rists afterwards settled
by this Defendant and his Council under the Authority from
the

the Board of Revenue as he trust will fully Appear to the satis-
faction of this Honble Court from the Exhibit hereunto Annexed
and Marked N 4 being a Letter from the said Board of Revenue
to the Chief and Council in which they say "We leave the final
"Adjustment of the New Lists to your Prudence and to the Infor-
"mation which Local circumstances may afford you" and this
Defendant further Answering says that he has already fully
Explained to this Honble Court in what manner the Amount of
the said Bills was Credited in the Complainants Book of Accounts
which was a necessary Consequence of the Transaction and
Strictly Conformable to the Established Practice of the Service
And he has before also fully answered to the charge so often
Develt on by the Complainants of having taken the Amount
of the said Bill of Exchange or of any part of it to his Own
private Account and which he now again most Solimnly
Denies And this Defendant further Answering Says that
in reply to the Suggestion of the Amonts of the said Bill of
Exchange or any part of it not being paid to the said Condrai-
gula Juggernaubrow Alias Jugga pah. The best Answer
this Defendant can produce and which must be a full and
Complete Answer to every possible charge of that Suit is a Letter
and Statement of the said Condraigula Juggernaubrow Alias
-wise Jugga pah himself addressed by him to the Chief and Council
of Masulipatam in Answer to their Enquiries upon his very
Subject and which was transmitted by them to the Superior

Board

Board and whereof a Copy is hereunto annexed marked N 5 from which Letter
it Appears that the said Condraigula Juggernaubrow Alias Jugga pah
has fully accounted to them in whatmanner he was Satisfied for the
Amount of the said Bill of Exchange and of which to adopt his own
Words this Defendant hopes the Statement accompanying the said
Letter will fully Explain the Subject And this Defendant says
that in regard to the other Suggestions of the Distress of the said Condrai-
gula Juggernaubrow Alias Jugga pah or of the failure of this Defen-
-dant in any Engagement he had entered into he can only say as he
has beforesaid that he totally disclaims being in any manner
Instrumental in such Distresses if such Distress did really
exist as well as having ever entered into any Engagement to pay the
said Condraigula Juggernaubrow Alias Jugga pah the Sum of
Fifty Thousand Madras Pagodas or any other Sum of Money to
enable him to discharge the Amount of the said Bill And
this Defendant further Answering Says that from the above Statement of
the several Circumstances attending the said Bill it must appear
obvious as this Defendant humbly Conceives to this Honble Court that
this Defendant had really nothing to do with its Payment or non
Payment but he was totally discharged from all Consequences attending
the same from the Moment of his handing it over to the New Chief and
Council at Masulipatam and their Accepting thereof but had this
Defendant any Interest thereon it would be easy to prove that it
not being paid did not so much proceed from any insufficiency in
the Drawer of the said Bill to discharge the same as from a total
Inattention and want of Exertion in the Complainants Superior
Board at Fort St George to make use of the Means they had to

enforce

enforce Such Payment It became their Duty as the Holders thereof regularly to protest the same upon its not being duly paid and to return the same so Protested to the Drawer for Payment agreeably to the common Custom of all Merchants and other Holders of Bills in Similar Situations from which the Complainants cannot be exempted any more than any other Merchants or Holder of the Bills and if they neglect the Duty prescribed to them by Law upon those Occasions they Surely cannot expect to obtain redress from Law which they can alone entitle themselves to obtain by shewing that they have purchased the Rules it enjoins and this Defendant says that soon after his Return to the Presidency upon his finding this Inattention he did recommend to the Governor of the Superior Board the Period for Payment of this as well as the two other Bills for fifteen Thousand Pagodas each having been expired as the only alternative to return the said Bills to the Chief and Council at Masulipatam with Orders to receive the Amount thereof from the Drawyers who he had no doubt notwithstanding any thing the Complainants may Suggest to the contrary would have found means to discharge them – had the chief and Council at Masulipatam taken proper Measures for that purpose. and this Defendant further Answering Says that the Persons on whom the said three Bills were drawn were he avawed Agents of the Drawers on whom Bills of Exchange of a Similar nature had before been drawn and by whom the Amount of Such Bills had been duly paid. and as Government had previously forbid the Defendant and his Council to Transmit any Bills of Exchange that did not bear a Batta or Exchange of Temper Cent between the Madras and Star Pagodas which the Soucars of Masulipatam did refuse to grant declaring they had been Sufferers by the said rate of Batta or Exchange the Drawers of the said Bills in question became the Only persons of Repute from whom Bills of Exchage could be procured at that rate and this Defendant altogether denies that he know or could have the least Suspicion of the Bills in question not being paid more especially as they had been accepted by the Members of Council of Masulipatam who must by their long Residence there have been much more intimately acquainted with the Sufficeney of the Drawers than this Defendant from so Short a residence could possibly be) And on the Contrary this Defendant had every Reason to believe that they would be paid as he trusts will fully appear to this Honble Court from the Several Circumstances abovementioned of which he will not again trouble them with a Repetition This Defendant further Answering Says that he hopes he has already shewn to this Honble Court that the power and Authority of the Chief and Council at the said Settlement or Factory at Masulipatam to procure Bills of Exchange for the purpose of Remittance to Government had never been Vested in or exercised by this Defendant alone. but that such power and Authority was vested in and exercised by the said chief and Council jointly. that he this Defendant never Solicited or requested Such Power and Authority and that it was not this Defendants sole and Exclusive Duty to be well Assured. nor did he undertake and Engage that the Bills

Bills of Exchange procured or accepted for the purpose of Remittance as aforesaid to Government should be drawn by and upon Person of known and approved Credit and Responsibility. but that it was the joint Duty of the Chief and Council to be carefully in so doing who-ever however could not from any Custom of the Service or from any Usage Among Merchants be held responsible for the Bills when they acted to the best of their power for the Benefit of their Employers and this Defendant most Solemnly denies that he did wrongfully take and receive any of the said three Bills of Exchange or that he know or had any reason to belief they would not nor could not paid and discharged and the Avers that he did not derive any benefit or Advantage whatsoever from any of the said three Bills of Exchange taken and received by the Chief and Council at Masulipatam as he is ready to proove to the satisfaction of the Honble Court. This Defendant in Solemnly denying also the charges of Misfeasance and breach of trust imputed to him by the Complainants Bill of Complaint. maintains that the Acceptance of two of the said Bills of Exchange by the Chief and Council for fifteen Thousand Pagodas each was solely in Obedience to the positive Requisition and Order from Government for a Supply of Mony to be remitted to the Presidency. as hath before been stated That the said Bill of Exchange for forty three Thousand two hundred and Eighty three Pagodas four fanams and Seventy Seven Cash being a Debt due by Condraigula Juggur-naikrow otherwise Juggapah. for sums which he had clandestinly received from certain Zemindars and Renters was also received for the sole intent and purpose of adding to the Finances and Resources of Government at the Presidency. And this Defendant cannot but Lament That

that for such Zealous and Laudable Motives in the said Chief and Council he should be unjustly and cruelly charged by the Complainants said Bill of Complaint with a Misfeasance and Breach of Duty in the Execution of his said late Office of Chief at Masulipatam This Defendant further Answering Says that he hath already declard that he had no Dubash during the time of his late chiefship at Masulipatam. that the said Condraigula Juggernaikrow otherwise Juggapah was not his Dubash. but the said Dubash or Interpre-ter of the complainants serving under the Orders of the Chief and Council at Masulipatam that he had at times employed him in his Mony Transactions because the said Condraigula Juggernaik-row otherwise Juggapah was in his Debt. and he took this method of liquidating the same as most easy and convenient to the said Condrai-gula Juggernaikrow otherwise Juggapah that a part of the Debt he had so contracted with this Defendant was for Sums of Money lent to him by this Defendant to enable him to discharge his Lists to the Complainants And that this Defendant did otherwise render assist-ance Service to the Complainants in Money Transactions. the Exhibit hereunto annexed marked N 6 will prove the Loans he made to them at sundry times to enable them to make the necessary Current Disbursements of the said Chief and for no part of which Loans this Defendants did require or receive any Interest which he con-ceives he had a just Claim to demand and receive. And this Defendant further Answering says that he knows not how to Account for the Complainants Charging the Amount of their Damages by the said Bill of Exchange not being paid to be equal to the Sum of Ninety Thousand two hundred and Eighty three Madras Pags-das four fanams and Seventy Seven Cash with the Interest thereon

from

from the respective Dates of such Bills. since the whole amount of such Bills by their own Shewing only reach to the Sums of Seventy three Thousand two hundred and Eighty three Pagodas four fanams and Seventy seven Cash but this he Supposes to be only a Mistake. and this Defendant further Answering Says that in regard to any Difference pretended to have existed between the Sums of Money received upon the Settlement made by Morgan Williams Esqr. and those Accounted for by these — Defendant repeats what he has before asserted that he has ever faithfully and honorably accounted to the Complainants for all and every Sum and Sums of Money whatever that he has at any time received on their Acount And he Says and insists that by the Complainants own Shewing it Appears that in regard to the said Settlement he has faithfully accounted to them for the full Sum of One hundred and four Thousand and Nineteen Madras Pagodas four fanams and fifteen Cash being the Amount of the several Receipts granted by this Defendant on Account of the Complainants and therefore that Transaction is surely well and faithfully accounted for and is a Complete Answer to any thing Suggested by the Complainants respecting the same And in Answer to the Difference stated by the Complainants to have arisen between the Sums pretended to have been paid by Vacha = =voy Juggapelly Rawze a Renter of the Complainants on their Account and the Money Accounted for to them by this Defendant. This Defendant says and insists that he hath fully Accounted to the Complainants for all the Money he were received either from the said Vachavoy Juggapatty = Rawze or any other Person on their Account that the said Condraguda Juggernautrow otherwise Juggapah by whom it is pretended the Money not Accounted for was received was a Dubash of this Defendant or — entrusted by him grant or give receipt for any Sum or Sums of Money

received for the Complainants but all such Receipts were granted by this Defendant in Virtue of his Office and Conformable to the unalterable Practice of the Service at the Settlement of Masulipatam and this was Notorious and well known to all Renters and Zemeendars of the Complainants within the said Factory and therefore if they did make any such Payments as they Pretended they cannot have any claim — whatever to have credit from the Complainants but upon Shewing the Receipts of this Defendant or some other of their Servants or other Persons thereunto duly Authorized nor need the Complainants to have given any Credit for the same much less can they have any pretence to charge it to the Account of this Defendant and institude their present Demand and which is further Corroborated on the Complainants Records by the Vakeel or Agent of the said Vachavoy Juggapatty Rawze who in his Examination before the Chief and Council of Masulipatam as this Defendant is informed declared the same to have been paid to the Condraguda Juggernautrow otherwise Juggapah but not brought to any account of the Complainants - And this is still further strengthened by this pretended Claim never having been set up during this Defendants Chiefship nor till some time after he had quitted that Station and this Defendant further Answering Says that as he has in this Manner fully he trusts proved to this Satisfaction of this Honble Court that he this Defendant is no way liable or Responsible for the Amount of the said three several Bills of Exchange or for any or either of them or any part or Proportion of any or any or either of them And as he has also he trusts proved that he is no way answerable or accountable for the Money pretended by the Complainants to have been paid by the said Vauchavoy Juggupatty Rawze on their Account and not accounted for by this Defendant he fully trusts he has entirely done away every Iota of the Demands the —

Complainants

Complainants have Set up against him and humbly prays that he may be hence dismissed with his Responsible Costs in this Behalf most wrongfully Sustained. This Defendant further saith that having as above fully made answer to every charge of the Complainants Bill clearly made it Appear that the Complainants have no Believe to make any Demand upon him either for the Sum whatever. And as he trusts fully confected every Suggestion of any Misfeasance in the execution of the important Trust committed to him as their Servant he thinks it but a Common Duty he owes to himself as well as to the rank and different Station he has filled in their Service to state on his part to this Honble Court Some of the Many essential Service which he rendered them during his late chiefship at Masulipatam and from Such Motives he humbly hopes the Honble Court will forgive him if he adds still a few lines to this his Answer instating in the plainest Words the following plain and undobted facts. This Defendant Says and the Complainants representatives will not deny it that almost immediately after his taking Charge of that Chief= ship he brought forward for Liquidation a very large Balance which he found to be due from the Zemmindars and Renters of that district to the Complainants and which he had long been in a Demand state — he did also recover for the Complainants a Sum of Money exceeding One hunder Thousand Madras Pagodas which were due to them on Account of the Meerashes being the Arrears of Six Years and upwards He did further recover for them. Sums to a much More considerable Amount than the former being an Arrear for the same period of time of an Assignment of Twelve and a half per Cent on the Zemmendars in that district altho Many Unsuccessfull Attempts had been made in the Chiefship of his Predecessors — Mr Sadlier for one year — Amounting to Five hundred and Ninety five Thousand two hundred and Twenty Twenty Current Pagodas. Thirty four fanams and fifty five Cash; The Settlement made during this Defendants Chiefship with the same Zemmindars for three Years Amount in the first Year ending the Twenty fourth day of September One Thousand Seven hundred and Eighty Seven to the Sum of Two Lacks thirty five Thousand Nine = hundred and fifty Seven Current Pagodas Twenty three fanams and forty four Cash and for the two Succeeding Years ending the Twenty fourth day of September One Thousand Seven hundred and Eighty Eight and Twenty fourth day of September One Thousand Seven hundred and Eighty Nine to the Sum of Seven hundred and Eighty Nine Thousand and Seven hundred and Eighty Nine Current Pagodas Twenty one fanams and Saty Nine Cash in each Year And this Defendant further Says that for the part he took in the above and other Acts of the Administration he has received the repeated thanks and other most flattering marks of Approbation from his immediate Supe= riors the Government of Fort St George as well as the Board of Revenue and also from his Colleagues in Office. the Council of Masulipatam. All which are well Attested upon the Complainants Rewards and may at any time if necessary be proved in the fullest manner —

All which matter and things this Defendant is ready and willing to Aver Maintain and prove as this Honble Court shall direct and humbly Prays as he hath already Prayed to be hence dismissed with his reasonable Costs and Charges in this Behalf most wrongfully Sustained — Charles Floyer

J Walker
for Sely & P Spenser
Attys for Defendant

N 1

To Charles Floyer Esq^r Chief & Council at Masulipatam

Gentlemen

It appearing by the last Report of your Probable Receipts and Disbursements, that you will have upwards of One Lacc of Madras Pagodas in your Treasury at the Expiration of the Ensuing Month, we therefore request you will immediately send Over Lands to the Presidency under a sufficient Escort to secure it from Accident. One Lacc of Pago-das unless you can Procure Bills of Exchange, in Part or for the whole Amount, Payable to this Government —

We are Gentlemen &c^a

Alexander Davidson &c^a

Council

Fort St George
26 March 1787

Dr. Charles Floyer Esq^r in Account Current with Condrai[illegible]

1784			Cust P^o	f^o	c	M P^s	f^o	c
April	6	To Cash lent you on Bond dated this day bearing an Interest at 12 ℔ Cent ℔ Annum	1710			1554	19	51
1786 April	30	To Cash paid you in part of my Promisary Note for Current Pagodas 33856 — dated 15^th of this Month payable on Demand	13856			12596	13	7
May	12	To Cash paid Vencatarama Sy Soubrah on your Account				20		
	13	To Cash paid you				36		
	20	To Cash paid you in further part of my Promisary Note C Pag^s 33856 — by a Dividend made to the Nabobs Creditors of 1¾ ℔ Cent	2748	27	10	2498	31	16
	24	To Cash paid your Butler Ninapah				50		
	27	To Cash paid to Ellore Vencatanarsoo his Bill for Long Cloth				95		
		To Cash paid for laying Tappal Pallanquin Boys for Mess^rs Freeman & Conyer				121	5	5
June		To Cash paid you in further part of my said Promisary Note for C Pag^s 33856 — by a Sett of Bills on England granted by Wm Royer Darvale for £ 2380 — 7 — 5 dated 15^th April 1786	5770	25	16	5246	3	22
	10	To Cash paid Mr^s Floyer by your Order being in further part of D^o	550			500		
	"	To Cash paid Mr Cook by your Order being being in further part of D^o	2310			2100		
	"	To Cash paid to Ninapah Mutteo and Cutler their Pay for May				9		
		Carried Over	26945	10	26	24826	30	21

N^o [illegible]

[illegible]ula Juggapah Puntaloo — Cr

1786						
April	15	By Cash for the Amounts of Nabobs New Consolidated Bonds brought of you this Day at Discounts 10 ℔ Cent that being the Discount Settled with our Mutual Consent by Persapurmal at Madras Ay^s My Promisary Note given to you this Day Payable on Demand for — 33856 — My Bond granted to you this day Payable in 6 Months with Interest of 8 ℔ Cent ℔ Annum for — 33856 — My Bond granted to you this Day Payable in Twelve Months with Interest at 8 ℔ Cent ℔ Annum — 33857 —	101569		92335	16 29
July	24	By Cash Borrowed from you on my Promisary Note payable on Demand			25644	12 18
Aug^t	31	By D^o — D^o on D^o payable on D^o			16483	
1787 March	1	By D^o — D^o on D^o payable on D^o			5000	
	17	By D^o — D^o on D^o payable on D^o			13978	21 61
April	25	By D^o — D^o on D^o			2113	8 15
	30	By D^o — D^o			5000	
		By Interest due on the following Bonds Ay^s				
		One Years Interest due 15^th April 1787 on my Bond Payable in Six Months @ 8 ℔ C^t ℔ Annum — 2708 — 17 — 22				
		One Years Interest due 15 April 1787 on my Bond Payable in Ano^r Year @ 8 ℔ C^t ℔ Annum — 2708 — 17 — 22	5416	37	4924	20 75
		Carried Over	109310	17	165478	37 68

		Cont Cr	£	S	Madras Cr	£
1786	Brought Over	26945.	10	26	24826.	30
July	14 To Cash for the Amount of a Bill drawn by the Presi-					
	dent and Council at Madras in favor of Mr George					
	Moubray and by him made payable to Your Order					
	dated 23 June 1786 at 10 days Sight in further part					
	payment of my said Promissory Note for C.P. 33856	2748.	27.	10	2498.	31
	18 To Cash paid Mr Cooke by your Order for your					
	House Expences &c being in further Payment of D°	550.	—	—	500.	—
	To Cash paid you in further part payment of D° by					
	a Devedend made to the Nabobs Creditors this					
	Day of 1¼ P Cent	2747.	27.	10	2498	31
	30 To Cash paid Mr Cook by your Order for your					
	House Expences &c being in further part payment					
	of Ditto	550.	—	—	500.	—
August	1 To Cash paid you in full of said Promisory Note	2023.	19.	3	1839.	20
	24 To Cash paid Mr Cooke for your House Expences					
	by your Order				500.	—
September	27 To Cash paid D° for D° by D°				500.	—
October	15 To Cash paid D° for D° by D°				500.	—
Novr	17 To Cash paid D° for D° by D°				500.	—
Decr	15 To Cash paid for the Amount a Dividend of 1¼					
	P Cent to the Nabobs Creditors paid You by a					
	Bill from the President and Council on my					
	Account				2498.	31
1787						
Jany	27 To Cash paid Mr Cook for your House Expence					
	by Your Order				500.	—
	To Cash paid for a Gold Girdle Set with Various					
	Coloured Stone made by your Order				951.	—
	31 To Cash paid Mr Cooke for your House Expences					
	by your Order				500.	—
Feby	8 To Cash for the following Bills given by Cashewadoss					
	to you on my Account dated this Day —					
	1 Bill payable 1 March 1787 for . . 10000.					
	1 Bill payable 1 April 1787 for . . . 10000					
	1 Bill payable 1 May . . . for . . . 10000					
		.	"	"	"	30000

Brought Over . . .	109310.	17.	2	165478.	37.	68
Carried Over . . .	109310.	17.	2	165478.	37.	68

1787		Brought Over	35566			69113	10	64
February	25	To Cash paid Mr Cook for your House Expence by your Order				500		
March	6	To Cash for a Bill given by Gordardoss to you on my Account dated this Day				20000		
	10	To Cash paid Mr Cook for your House Expence by your Order				500		
	15	To Cash paid for a plain Goldwove Girdle made by your Order				312		
		To Cash for four Horses bought of Darvale				650		
April	6	To 3 Years Interest on the Principal of your Bond to me for C Ps 1710 dated 6th of April 1784 at the rate of 12 ℔ C ℔ Annum	615	21	48	559	22	73
			36181	21	48	91634	41	57
	30	To Balance due to you as follows						
		For the Amount Principal and Interest of my two said Bonds to you dated 15th April 1786 due 15th April 1787 . . . . . C Ps 73128 . 37 . 24				66480	34	3
		To Cash due to you in full of his Account Current for which I have given you my Promisory Note dated this payable on Demand . . . . . 7363 . 4 . 9	73128	37	24	73843	38	11
		Current ℔ Madras Pags	109310	17	2	165478	37	68

Masulipatam 30th April 1787

Errors Excepted

℔ Condraigula Juggernaut Row

A true Copy

D Walker for
Leys & Spencer } Attorneys for Defts

		Brought Over	109310	17	2	165478	37	68
		Current ℔ Madras Pags	109310	17	2	165478	37	68

Dr.

Juggunat Row on Account of his Farms

N3

Cr.

1786 August	31st	To 6 Kists for Phayullie 1195 due this Day but which had never been before Collected — believen the Succeeding Year as farming 2/3 of the Revenues of that Year from any of the Zemundars or Renters of Zemendars	16483	
September	25	To 2 Kists of the Present Year due on the 25th March and 25th April 1787 on the undermen=tioned Revenue devided into 9 Kists —	6410. 2	
		1/3 Cars of 3090-20-20 being the Balance due on the Increase of 12½ p Cent on 25 September — — — —	1030. 6.60	
		Current Revenues — —	27815. 2.20	
			28845. 9	
		Payable in 9 Kists 3205-1 Each Kist		
		To Charity Allowance for this Present year for Phayullie 1196 — — — — —	174. 18	
		To Annual Sum for the Payment of the Assignees Creditors since ordered to be Deposited in the Company's Treasury — —	8000	
				31067. 20
		Masulipatam		
		To 3 Kists on the following Dates Viz.t —		
		1786 September 1st first Kists — — —	26250	
		December 1 Second Kists — — —	26250	
		1787 March 1st Third Kists — — —	26250	
				78750
		Nellapillee		
		To 8 Kists due on the following Dates Viz.t —		
		1786 September 1 first Kist — — —	1666. 24	
		1787 January 1 Second Kist — — —	1666 24	
				3333 12
		Carried Over — — —		113149 34

1786 August	31	By Balance of 6 Kists Paid this Day in full instead of Paying the same in three equal — Annual Payments for three Years as Settled with the Zemendas — — — — — — — — —		16483
1787 March	2d	By the Amount received this Day — — —	4277. 27. 68	
	9th	By Do — — — — — Do — — — —	5000	
	17th	By Do — — — — — Do — — — —	1700. 2973	
				13978. 21 61
		By Annual Murafsy in lieu of the Murafsy for September 1785 and September 1786 — — — — —		20000
April	3	By the Amounts of the following Bills Viz.t		
		One by Coorleventee Vencatachellum upon Chillacapoody Sowappah in favor of the President and Council for — — — — —	15000	
		One by Madava Doss on Samuel Doss in favor of Do for — — — — —	5000	
		One By Do in favor of the Chief and Council Payable in 30 Days Dated 27th April for —	5000	
		One by Culdindee Venalaram Rauze on Cauvenadonny Venapah in favor of Do —	10000	
		One by Gerder Doss in favor of the Chief and Council Payable in 30 Days from 24th April —	10000	
		One by Cojah Bagaram in favor of Do Paya=ble in 20 Days from 24th April for — — —	5000	
		One by Nadoonony Ramanojee Roydoo Gomastah of Munbroo Bagadah Venaca=laramdoo in favor of Do Payable in 10 Days from 30 April for — — —	2000	52000
		By the Amount Paid into the Cash — — — — — — —		6370. 28. 19
		Carried Over — — — —		103832. 14

1786 Sept	25	Brought Over			113149	34	—
		Antravecdee					
		To 3 Suits due on the following Dates Viz^t					
		1786 October 1 Second Suit		227	18	—	
		1787 January 1 Third D^o		227	18	—	
		April 1 Fourth D^o		227	18	—	
					682	18	—
		Pagodas			113832	14	—

Masulipatam.

1787 April	3	Brought Over			103832	14	—
		By Balance due this Day			5000	—	—
		Pagodas			113832	14	—

The 30 April 1787

E E J Condraguernaut Row

a true Copy

J^o Walker for
Self & P Spencer } Atty for Defendant

N 4

Copy of a Letter from the Board of Revenue to the Chief and Council of Masulipatam Dated 31 August 1786.

To Charles Floyer Esqr.
Chief & Council of Masulipm

Gentlemen

We have received your Letter of the 15th instant with its inclosures the very usual and important matter brought forward in the Minute of your Chief, and the Attention and Dispatch with which you have entered upon the Execution of your Instructions evince to your Zeal for the Interests of the Company and Afford us reason to think that your Exertions will not be spared to Accomplish the Object we have in View —

The Measures which you have already taken in Consequence of Our Orders will we trust have a good Effect —

We entirely approve of your Chiefs Proposal in regard to the Meurasy and would have the Distinction entirely abolish at the ensuring Settlement — We hope this Compliance with what conceives to be the wish of the Zemindars will induce them to Discharge the Balance under that Head with a very short Period If not the Villages must be Sequestered for the Company — We agree with your Chief in Opinion upon the Propriety of Assembling the Zemindars in October and approve of his reasoning in favor of Masulipatam as the Proper place for their Meeting —

We leave the final adjustment of the new Lists to your prudence and to the information which Local Circumstances may afford you —

A true Extract
(Signd) Willm Balfour
Sy

Exam.
M J Smith

A true Copy
R Walker for
Self & P Spencer
Attys for Defts

N 5

Statement of the Sums Delivered to Condraugula Jaggernautbrow by Zemindars on Account of the Honble Company as well as the Sums which should be paid by him to the Companys Chief of the Zemindars an Account of his Meurasy also a Sum in Account of his late Farms which are disbursed by him for Mr Floyer as it is Expressed in his (Jaggernaut Rows) Petition Dated 5th August 1787 but brought to Cash Account on the 10 June 1787 and for which Amount his Jaggernaut Rows Bill was transmitted to the Rev-enue —

Mindapully Ragonautrauze Zr of Coriondah		2700	
Row Comaul Venealarow Zemr of Pettapore		5909	9
Vasinddy Venatadry Naidoo Zemr of Nundigamah		5000	
Condraigula Jaggernaut Row Renter of Masulipatam Farms &c brought to Cash Account	5000		
Deducting for so much paid into the Treasury in ready Money by Mhadera Doss Soucar	1100	3900	
Macca Venatah Narsinwarro Apparow Zemr of Nozed		7157	26 21
Reddy Mungapully Doo Zemr of Palaveram on Account of Tribute	1529 23 3		
Ditto of Meurasy	3647 34 72	8177	21 75
Carried Over			

Brought Over				
Reddy Vyiagopaul Doo for Gootalah on Acct of Tribute	4790.20.69			
Ditto of Murasy	3647.34.72	8438.	19	61
Reddy Narsinvadoo for Collapillee on Acct of Tribute	367.31.32			
Ditto of Murasy	1132.1.48	2000.		
Madras Pag		13283.	1.	77.

NB With respect to the above related Sums marked Thus × and Thus ⊙ I beg leave to inform your Honors that they were delivered to me by the Zemindars at Different times on Account of the Honble Company for the Current Settlement of Jummabundy which I have at other times Disbursed on Account of Mr Floyer concerning the Sums marked thus × I beg leave to inform your Honors that they are on Account of my Murasee Villages in the District of Reddywars which had been continued to me and thereby I should be accountable to the Company in behalf of the said Zemindars for the Amounts had I not supplied Mr Floyer with so Considerable a Sum as is Expressed in my Account Current with him Nr I should have liquidated as well as the Sum marked Thus ⊙ to the Company. However he / Mr Floyer was pleased to place the said 13283.1.77 to the Credit of the said Zemindars &c by the reason expressed in my Petition Dated 1th August last

Masulipatam
20 September 1787

(Signed) C Jaggernaut Row

A true Copy
A Scott
Secry

A true Copy
P Walker for
Sely & Spencer
Attys for the Defts

Extract of Letter from C Jaggernaut Row to the Chief and Council of Masulipatam Dated 20th September 1787

"I had the honor to receive Mr Secretary Scotts Letter
"of the 18th inclosing Copy of a Letter from the Honble the Governor
"and Council to your Honor under date the 12 instant as I was
"by the former letter directed to explain the Circumstances of
"the 13283.1.77 Pagodas I hope the Accompanying
Statement will fully explain the Subject"

No 1

Extracts from Mr Floyers day Book of all Receipts of Money and Public Disbursements on Account of the Company which was kept by Juggapah and the daily entries made therein under his immediate Direction and inspection

26th June 1786				
Received of Condraigulah Jaggernaut Row Ramursoo Renter of a part of Masulipatam Farms and Havelly Lands &c being in part of 4 Lists of his Rent due 1 Instant by a Sett of Drafts payable at Madras	20000			
Account Current Fort St George being for a Sett of Drafts dated 21 Instant drawn by Condraigula Jaggernaut Row Ramursoo on Chelacalapoody Sitaramadoo in favor of the Presidnt and Council	20000			
Advanced George Westcott Garrison Store keeper for the Purchase of Paddy	10000			
29. august 1786				
Cash Balance	23017.	13.	68	22330 1. 2

29th Aug.t 1786

Account Current Fort St George

Paid in full for the following Setts of Draft drawn by the President and Council in favor of the undermentioned persons Viz.t

1 Sett dated 13th July last in favor of Mr Percott paid the 1st Instant ..... 2000.—

1 Ditto Dated 1st January last in favor of Edward Garrow paid Mr Hodges 6th Instant 1136.13.7

Paid in full for the following Setts of Draft. drawn in favor of the Presidents and Council by the undermentioned Persons Viz.t

1 Sett Dated 13 Instant Drawn by Condraigula Jaggernaut Row Ramissoo ow Chulacapooly Sulavamadoo ..... 10000.—

Ditto Dated 15th Instant Drawn by Mr Scott on Wm Balfour ..... 2500.— 15636.13.7

1 Ditto ... Ditto ... Ditto ..... 10000.—

30th Aug.t 1786

Cash Balance ..... 7381.—.61 12330.1.2

31 August 1786

Cash Balance ..... 6381.—.61 12330.1.2

Sundry Sums received and entered this day, exclusive of any Sum received from Juggapah on Account of his Visits 26623.14.32

Deduct Disbursements entered this day ..... 8331.— 18292.14.32 5080.—

Received of Condraigala Jaggernaut Row for Char. Mahall in full of 6 Visits for Pherelly 1195 exclusive of 12½ P Cent. ..... 16483.—

2d Sept.br 1786

Cash Balance 1156.15.13 1741.10.1-2

NB no Entry is made in the day Book of Cash either paid or received 1st September 1786

4 March 1787

Cash Balance ..... 148.6.11 1148.7.—

Received of Condraigula Jaggernaut Row Ramarsoo Renter of Masulipatam Farms &c.a in part of the first & last Dues 25th September 1786 ..... 1277.27.68

1125.34.32

Account Current Fort St George

Paid in full for the following Setts of Draft Drawn by the Presidents and Council in favor of the undermentioned Persons Viz.t

Paid Andrew Scott for 1 Sett Dated 20th Dec.r last in favor of Chas Bonny ... 1050.—

Ditto Mons.r Lefrostier for 1 Sett Dated 3 January last in favor of James Worley 2220.32.58

Ditto ... D.o for 1 Sett Dated 16 Dec.r last in favor of Jos Bulmans 80.32.58

Ditto Ditto for 1 Sett Dated 15 Jan.y last in favor of Christopher Braithwayt — 135.16.29

Ditto Ditto for 1 Sett Dated 12 Feby last in favor of Edward Jourdan — 190.18.3

Ditto D.o for 1 Sett dated 29th Dec.r last in favor of Chas Bromley — 300.— 1277.27.68

6 March 1787

Cash Balance ..... 148.6.11 1148.7.—

NB No Entry is made on the 5th March 1786 of received or paid —

9 March 1787

Cash Balance			1118. 6. 11	1512.	1. 6
Borrowed from Charles Floyer Chief	2810..				
Received of Juggapully Ranze	5000				
Received of Condraygula Juggunaud Ren					
Ramurseo Renter of Masulipatam Farms					
&c in part of his 1st Kists due 25th September					
1786	5000				
Received of Caldendies Trippetty Ranze	2100..				
			11910..		
			15058. 6. 11		
Deduct Disbursements entered this Day			15000		

11 March 1787

Cash Balance			58 6 11	1513.	1. 6

NB No Entry is made on the 10 March 1787 of Sums received or paid

17 March 1787

Cash Balance			1490. 18. 15	1513.	1. 6
Received of Condraigula Juggernaud Row Ramursoo Renter of Masulipatam Farms &c in part of his first Kist due 25th Sept 1786			1700. 29. 73		
Paid in part Charles Floyer Chief his			9191. 12. 8		
Money borrowed from him			1700. 29 73		
Advanced W A Dobbyn Paymaster			1490. 18 15		
for the Disbursements of his Employ for					
the Month of February —					
Civil	2000				
Military	1600				
			3600		
Cash Balance			890. 18. 15	1513.	1. 6

19th October 1786

Borrowed from Charles Floyer Esqr Chief		3758. 8. 32	

1 Novr 1786

Borrowed from Charles Floyer Esqr Chief		6000..	

1 December 1786

Borrowed from Charles Floyer Esqr Chief		3000	
		12758. 8. 32	

31 Decr 1786

Paid Charles Floyer Chief his Money Borrowed from him		12758 8 32	

21 Jany 1787

Borrowed from Charles Floyer Esqr Chief		1500	

25 Jany 1787

Borrowed from Charles Floyer Esqr Chief		1000	

31 Jany 1787

Paid Charles Floyer Esqr Chief his money borrowed from him		2500	

3d Febry 1787

Borrowed from Chas Floyer Esqr Chief		1044. 9. 61	

5th Febry 1787

Borrowed from Chas Floyer Esqr Chief		7839. 3. 21	

7th Febry 1787

Borrowed from Chas Floyer Esqr Chief		1155. 16. 28	

17 Febry 1787

Borrowed from Chas Floyer Esqr Chief		1000..	

23 Febry 1787

Borrowed from Chas Floyer Esqr Chief		5250. 32. 58	

28 February 1787

Paid in part Charles Floyer Chief his Money Borrowed of him		1255 25 30	
		18033 34 61	

9 March 1787			
Borrowed from Charles Floyer Chief	2810		
17 March 1787	20843	34	68
Paid in part Charles Floyer Chief this Money borrowed from him	1700	29	72
9 March 1787	16143	4	68
Borrowed from Mr Walcott Rupees 1500			
Ditto from Mr Floyer	2246		
13 April 1787	18389	4	68
Paid back Mr Floyer on Account of money borrowed of him	2246		
15 April 1787	16143	4	68
Borrowed from Charles Floyer Esq Chief	2650		
16 April 1787			
Paid back Charles Floyer Esq Chief on Acct of Money borrowed of him	2000		
18 April 1787	16593	4	68
Paid back Charles Floyer Esq Chief on Account of Money borrowed of him	450		
23d April 1787	16143	4	68
Paid back Charles Floyer Esq on account of Money borrowed of him	5315		
25th April 1787	10798	4	68
Paid back Charles Floyer Esq Chief on Acct of Money borrowed of him	188	24	60
27 April 1787	10309	16	8
Paid Charles Floyer Esq Chief in full of Money borrowed of him	10309	16	8

I Charles Floyer do Declare upon Oath that the above annexed Paper entitled Extracts from Mr Floyer Day Book of all Receipts of money and Publick Disbursements of the Company which was kept by Juggapah and the Daily Entries made therein under his immediate Direction and inspection and marked A contains true and faithfull Extracts taken from the Original Daily Report Book for Cash commencing 10th May 1786 and Ending 30 April 1787 and that the said Original Daily Report Book was kept by Juggapah and Delivered up to me on the Eleventh of June 1787 and has not since that Period been in any wise altered erased or Corrected

Sworn to in Fort St George (Signed) Chas Floyer
this Day of Septr 1788

before me

Signed John Menzies
Alderman

Filed the 1st June 1789

The Replication of the United Company of Merchants of England trading to the East Indies by Major General Sir Archebald Campbell Knight of the most Honble Order of the Bath their President and Governor of Fort St. George and its dependencies and John Holland James Henry Casmajor and Robert Maunsell Esqrs. Members of their Council at Fort St. George aforesaid Complainants to the Plea and Answer of Charles Floyer Esqr. a Senior merchant in the Service of the said Complainants Defendant.

These Repliants, Saving unto themselves, all and all manner of advantage of Exception to the manifold, Errors, Untruths and insufficiencies in the said Plea and Answer. For Replication thereunto say, that they will aver and prove their said Bill to be true, certain, and sufficient in the Law, to be answered unto, in such manner and Form, as the Several Matters therein contained are setforth and Alledged — And the said Plea and Answer of the said Defendant is uncertain untrue and insufficient to be replied unto For divers manifest imperfections and uncertainties therein contained — The Benefit and Advantage of Exception whereunto being now and at all times Saved to these Repliants — These Repliants For further Replication say, that the matters contained in the said Bill of Complaint, are altogether relievable in this Honble Court — And these Repliants say that they will maintain and prove, that the Defendant doth stand justly and truely indebted unto them, in the Several Sums of money, by them in their said Bill Stated and Charged, Amounting together to the Sum of One hundred and two thousand and twenty eight Star Pagodas, twenty Fanams and Sixty seven Cash, of which the Sum of Seventy three thousand, two hundred and Eighty Madras Pagodas Four Fanams and Seventy seven Cash is, as is, Stated by the Defendant in

in his Plea and Answer, for the Amount of three Certain Bills of Exchange, besides Interest thereon, from the several and respective periods of time when the said Defendant took and received the said three Bills of Exchange and for the Amount whereof, these Repliants have in their said Bill charged that they are damnified and injured and have sustained damages, by the misfeasance of, and breach of trust reposed in the said Defendant — and these Repliants say, that the want of Protests upon all or any of the said Bills of Exchange, is not any Bar to their said Action and recovery of the said Several Sums of Money wherewith they have charged the Defendant to be indebted to them, for the Amount of the said three Bills of Exchange and they also say, that it hath not been the usage and Custom of their President and Council @ Fort St. George aforesaid, to cause any Protest or Mahazar to be made of Bills of Exchange remitted to them from their Settlement of Masulipatam or from any Settlements Subordinate to their said Presidency, but to return Bills of Exchange under the description of non acceptance or non payment, to such Settlements from whence they the said —, President and Council did receive them, without any Protest or Mahazar — And these Repliants say, that their said President and and Council, did return back all the said three Bills of Exchange to Masulipatam for the purpose of recovering and enforcing payment thereof from the Drawers as these Repliants have shewn in their Bill of Complaint - And these Repliants say, that the said Pleas of the said Defendant for the purpose of saving himself from the payment of the several Amounts of the said Bills of Exchange, under pretext of the same not being protested and that payment thereof was not enforced from the Drawers thereof, do clearly Admit a conviction and acknowledgement of the Several Circumstances of the Case under which the Defendant is charged by these Repliants, to have become responsible and indebted unto them, for the payment of the said Sums of money wherewith he is charged by them, as for the several Amounts of of the said three Bills of Exchange —

And, these Repliants, in Order to refute and Controvert the several matters set forth by the Defendant in answer to these Repliants Bill, say, that they will maintain that it was the peculiar office of the said Defendant, as chief of Their

their said Settlement of Masulipatam, to be also Receiver of the Rents and Revenues issuing out of the several Districts and Countries under the management of the said Defendant, as chief of their Council @ Masulipatam aforesaid — and that the Defendant was, consequent to such Office of Receiver of the said Rents and Revenues, these Repliants Treasurer or Cash Keeper and Keeper of their Cash Accounts of Receipts and Disbursements at that Settlement —— And, these Repliants say, that the Defendant did, during all the time that he was Chief of these Repliants said Settlement, exercise the said Offices of Receiver of their Rents and Revenues, and of Treasurer and Cash Keeper, and of Keeper of their Cash Accounts of Receipts and Disbursements there independant of the said Council. And, these Repliants, do therefore charge, that he the Defendant is solely Responsible for any mismanagement therein, and more especially for the mismanagements and misfeasances wherewith he is charged by these Repliants, in the execution of the said Several Offices and Trusts — And, these Repliants do deny that it was the unremitting Object of the Defendant to give, as much as was in his power, pecuniary Assistance to these Repliants Presidency @ Fort St. George, by throwing all possible Supplies of Money into these Repliants Treasury —— and these Repliants say, that it is not regular for the Defendant in his Answer to introduce any other transactions of Remittances by Bills of Exchange, from Masulipatam to these Repliants Presidency at Fort St. George, than such as relate to the Responsibility, of those, wherewith he is charged; and therefore the mention of Bills of Exchange said to have been remitted in the manner alledged by him, between the first and the thirtieth of June One thousand Seven hundred and Eighty six, part of which time the Defendant was not in the Chiefship of the said Settlement of Masulipatam, can only be done with a view of leading off the attention of this Honble Court, from the Consideration and investigation of the Acts wherewith the Defendant is charged by these Repliants, to be Responsible, and of course foreign to the nature and merits of this Cause —

And

according to the Credit given, in these Repliants Cash as so much paid on that account — and the Defendants Council were so far less informed of the Credit and respectability of the drawers of the said several Bills than the Defendant, by his carefully concealing from them every circumstance of his taking the said Bills, and the doing so was so much the sole act of the Defendant that they had no means offered them of approving or disapproving thereof —

And these Repliants, say, that whatever construction the Defendant may now put on the intention of his making the said minute, they are justified by that construction they have put thereon, by the injurious effects consequent thereto, and whether the Defendant in his Conduct of taking Bills of Exchange to be remitted to these Repliants Presidency, did deviate from the just intentions he now pretends he had, at the time of making the said minute, or whether such Conduct, was in pursuance, only, of the unjust intention and design wherewith he is charged by these Repliants, to have made the same, the Defendant is in either case, equally responsible to make good the real loss and injury they have Sustained by the misfeasance of the Defendant in the several instances by them Stated and Setforth —

And these Repliants do admit that their President and Council at Fort St George did, transmit the Letter, Copy whereof N.° 1 is Annexed unto the Defendants Answer — But allho' the said Letter is addressed to the said Defendant and the Council, these Repliants say that the Defendant was alone responsible, under the circumstances by them Stated in their Bill of Complaint, that the procurement of Bills of Exchange did particularly and individually belong to the Defendant — and that it was the duty and Office of the Defendant so to do, and because, the said Defendant did act in, and execute, the said Duty and Office alone, and not jointly with the said Council, as is pretended by him —

And in reply to what the Defendant hath setforth that these Repliants have no usage, or can have it in their power to establish any usage, respecting remittances by Bills of Exchange, but such as, is at present existing between Merchants, Partnerships and Bodies of men — These Repliants say, that they have not charged the Defendant upon any usage by them established contrary to legal Custom — But they have charged him as their Servant Factor or Agent, for breach of Trust and misfeasance in Office, which is sufficient according to the established Law of the Land, not only to ground their present Action, but also to Convict the Defendant thereupon notwithstanding what the Defendant hath said to the Contrary —

And these Repliants say that the Council having expressed, their entire concurrence, to the aforesaid Minute, entered in Council of the said Defendant — does not make them concurrent with the Defendant in the abuse of the power he drew to himself thereby — and their having been unanimously of an Opinion of the fairness of the Defendants, pretended motives, is no proof that the same were fair or honorable, and, as the Conduct of a person, gives the truest testimonies of his motives, these Repliants say, that they are justified in charging, that the Defendant did abuse the Confidence of his Council by a Conduct quite Contrary to the appearances he then held out to them, as the event hath proved in the clearest manner —

And these Repliants, do aver, that the Statement of the injuries done to them, by the Defendant, in their Bill of Complaint are expressed in that consistent and clear manner, sufficiently to entitle them to recover from the Defendant, the Amount of the said three Bills of Exchange, and the several Arguments made use by the Defendant to discharge himself from that responsibility are absured and evasive, and particularly that, wherein the Defendant, observes that it must be obvious, that if it was his duty to be well assured that the Drawers of the said Bills of Exchange, as well as the persons on whom they were drawn should be people of Credit — That such duty must cease, in case the persons by whom the Bills were drawn and on whom they were drawn, were

were not of Credit and Sufficiency —— as these two duties are incompatible and inconsistial with each other —— whereby the Defendants seeks to justify his having taken the said Bills of Exchange from persons, on others both not of Credit and sufficiency because, it was his duty that such Bills of Exchange should have been drawn by, and on persons of Credit and sufficiency and that he is therefore excused from his breach of Trust towards these Repliants, because it was his duty to have fulfilled and executed it with fidility, care and Circumspection —

And these Repliants, do deny that the Defendant did advance any Sum or Sums of money whatever for the purchase of the said Bills of Exchange, in consequence of the said Council having determined to accept of the said Bills of Exchange, but, on the Contrary do maintain, that the Several Sums of money the amount of the said Bills of Exchange, were never paid paid for the purchase of the said Bills of Exchange, but that the same and every part there of was and were appropriated by the Defendant to his own use, without the knowledge of the said Council —

And these Repliants, do maintain that the Defendant was alone receiver of the Rents and Revenues of the Districts and Countries under the management of the Chief and Council at Masulepatam, and that the Defendant did act alone in that Capacity, and as Treasurer and keeper of these Repliants Cash accounts, and, that, in that Capacity he did, alone give receipts to the Zemindars and Renters of these Repliants said Districts and Countries, as these Repliants have already setforth, and as will hereafter further Appear — And these Repliants say that the Defendant did not faithfully and honestly Account to them or their said President and Council at Fort St George or any other person or persons on their Account, for all money that he did receive on their Account, as hath been shewn that he did not by their said Bill —

And, these Repliants, do also maintain that the said Condraigula Jaggernaud Jaggernaut Row otherwise Juggapah was indebted unto these Repliants, at the time that the Defendant quitted his Chiefship in June One thousand Seven hundred and Eighty seven, in the manner and form charged by them in their said Bills of Complaint —— and these Repliants do say, that the Defendant was he cause that the said Condraigula Jaggernaut Row otherwise Juggapah was so much in Arrears to these Repliants as to occasion the Board of Revenue to express their uneasiness and surprize in the manner and at the time Setforth in their said Bill of Complaint, by receiving from him the large Sums of Money therein further Setforth —

And these Repliants do not believe, but on the Contrary do deny, that the Defendant did lend unto the said Condraigula Jaggernaut Row otherwise Juggapah several or any considerable Sums of money to enable him to make payments, in part of what was due from him to these Repliants; and, these Repliants, do deny, that their Records do shew the same, but the Contrary, these Repliants do believe, as they have charged in their said Bill, that the said Condraigula Jaggernaut Row otherwise Juggapah, was deprived of the means of providing for the payment of his said arrears, and also of the said Bills of Exchange by the Large Sums of Money he at diffrent times paid to the Defendant on his own private Account, and which the Defendant did so, receive from the said Condraigula Jaggernaut Row otherwise Juggapah, at a time that the Defendant made no demands of payments on Account of his, the said Condraigula Jaggernaut Row otherwise Juggapahs said arrears to these Repliants — The Defendant therefore, pretending, that he is no way Responsible for such illegal Acts and the Consequences they have been attended with, is mere evasion in the Defendant, as, he, in his Conscience, must well know, that he was the real and sole Author of all these injuries to these

Repliants

Repliants, and of those particularly Complained of —— And these Repliants do maintain that the Oath taken by the Defendant, and directed by the 24th of his present Majesty Chapt. 25th Section the 52. to be taken by these Repliants Revenue Officers, should, have restrained, him, the said Defendant, from having any Money transactions with the said Condraigula Jaggernaut Row otherwise Juggapah, for the purpose to his own private benefit and advantage, and to the evident and certain injury of these Repliants, as the Money Transactions by the said Defendant said with that person, do beyond all doubt appear, and are proved to have been —— And, these Repliants, do therefore deny that the several Sums of money pretended to have been paid by the said Defendant to the said Condraigula Jaggernaut Row otherwise Juggapah, were really and Bond-fide Money lent and paid for the purpose of enabling the said Condraigula Jaggernaut Row otherwise Juggapah, to pay his Arrears due to these Repliants, but on the Contrary, that the same are only falsely asserted so to have been, by the said Defendant, for the purpose of concealing the real illegal Consideration for which the same were given —— as evidently appears by the Singularly of the Amounts of two several Sums, for which the said Condraigula Jaggernaut Row otherwise Juggapah is debited in the said Account, as having been paid him on his notes of hand, To Wit the Sum of Sixteen thousand Four hundred and Eighty three Pagodas and thirteen thousand nine hundred and Seventy eight Pagodas, Twenty one Fanams and Sixty One Cash, and, which the Defendant asserts that he lent the said Condraigula Jaggernaut Row otherwise Juggapah, for the express purpose of enabling him to pay off his Arrears to these Repliants —— which these Repliants say is not probable, because, the said particular Fractional Sums were not immediately wanting to pay off any precise Balance by the said Condraigula Jaggernaut Row otherwise Juggapah, then Owing to these Repliants and it is evident, therefore, that the pretended Loan of these fractional Sums to the said Condraigula Jaggernaut Row otherwise Juggapah, were so made, merely with a design to give a Colour of reality to the pretended Loans of other Sums of Money, for which, it is made appear by the said Defendants Account, that the said Condraigula Jaggernaut Row otherwise Juggapah, borrowed and gave his note for, unto the said Defendant —— and for the real truth and proof of which Contrivance, these Repliants say that the said Condraigula Jaggernaut Row otherwise Juggapah, was made and induced by the said Defendant as chief of masulipatam aforesaid, and under the influence of being, his immediate dependant and Servant, not only in publick, but in private business, to consent to credit being given him, in these Repliants Books kept by the Defendant, for these two exact individual Sums of Sixteen thousand Four hundred and Eighty three Pagodas, and thirteen thousand nine hundred and Seventy eight Pagodas Twenty One Fanams and Sixty one Cash —— as so much by him the said Condraigula Jaggernaut Row otherwise Juggapah, paid, about the time of the said of the said notes on account of the Arrears owing by him to these Repliants —— And, further because, it is not probable, that the said Defendant would have lent him such large Sums of money as the Amount of the said notes of hand, and other Sums pretended to have been lent him, while the Defendant knew that the said Condraigula Jaggernaut Row otherwise Juggapah, did stand so largely indebted to these Repliants, in a Balance which it was his the Defendants immediate duty, as Chief, to recover and Compell him to pay, and it is also improbable that he should so lend him such large Sums of Money, while he also pretended that the said Condraigula Jaggernaut Row otherwise Juggapah, did likewise stand indebted unto him, the said Defendant, in other very considerable Sums of money —— All which inconsistencies, and departures from the plain line of rectitude and fairness, are sufficient in themselves, without the additional proofs arising from the rest of the proceedings as set forth

set forth by these Repliants, to lead to a Conviction of the truth of the Defendants contriving and conniving, at the drawing of the said three Bills of Exchange, by and thro the means of the said Condraigula Jaggernaut Row otherwise Juggapah, altho he well knew, that the same nor either of them would not be paid —

And these Repliants do maintain that the said Defendant did receive the Sum of Seventy eighty thousand Madras Pagodas in the manner and Form by them Set forth in their said Bill —— And these Repliants say, that the reasons given by the Defendant for not bringing to Account the Sum of Twenty eight thousand Madras Pagodas received by him from Gorderdoss for the Amount of a Peshcush procured by the said Condraigula Jaggernaut Row otherwise Juggapah, payable to him the Defendant, in the Exhibit Annexed to his said Answer, doth not in any manner tend to shew that the said Sum was otherwise accounted for than by payment to the Defendant — And these Repliants say that the said Sum of Twenty eight thousand Madras Pagodas was paid by the said Gorderdoss to the Defendant, and the Defendant having acknowledged to have received the same, and the other Sums composing the said Sum of Seventy eight thousand Pagodas, between the first day of September, One thousand seven hundred and Eighty six, to end of Month One thousand Seven hundred and Eighty Seven, on his own private Account, doth thereby prevent the necessity of any further Evidence of his working and laboring to his own private benefit and advantage, and to the real injury and damage of these Repliants —— and the Defendant doth not deny, and thereby admit, the further charge of these Repliants, that he did not, during all the aforesaid time, call upon the said Condraigula Jaggernaut Row otherwise Juggapah to pay any part of his arrears due to these Repliants, and that no part thereof was during that period brought to their Account, as may appear by the Statement of the Balances due by the said Condraigula Jaggernaut Row otherwise Juggapah, at the time that the said Defendant was removed from the Chiefships of Masulipatam aforesaid —

And these Repliants say, that the said Transactions do, in a great degree, affect the Claims of these Repliants upon the said Condraigula Jaggernaut Row otherwise Juggapah because, the said Sums of Money advanced to the said Defendant by him, on his private Account, did tend greatly to lessen the Credit and means of the said Condraigula Jaggernaut Row otherwise Juggapah, to pay his arrears to these Repliants, because, altho the said Condraigula Jaggernaut Row otherwise Juggapah, has Credit in the said Account for the several Sums of thirty thousand Madras Pagodas for Three several Peshcushes by Rasharadoss and the Sum of Seventy two thousand two hundred and Seventy Rupees or Twenty thousand Madras Pagodas, for a Bill on Banares drawn by Gorderdoss, these Repliants say, that the said Condraigula Jaggernaut Row otherwise Juggapah is, also, debited for several Sums of Money, which do not appear to have been bona fide owing, by him, to the said Defendant, among which is, the Sum of thirty three thousand eight hundred and fifty six Current Pagodas, for a promissary note, in part Consideration of the purchase of certain new Consolidated Bonds, at forty per cent discount, under the date of the fifteenth day of April One thousand Seven hundred and Eighty six, which was about twenty five per cent, more than the said new Consolidated Bonds were known to be worth and negotiable for at the time the said promissary note was given —— and these Repliants also say, that the

Six

Siss other notes of hand wherewith the said Condraigula Jaggernaut Row otherwise Juggapah is debited in the said Account, amounting to Sixty eight thousand Pagodas and upwards, are by no means Accounted for or explained, which the Defendant ought to have done, if he expected to have drawn any benefit from the annexing of the said Account Current, as an Exhibit to his Answer, But as he hath not undertaken so to do, the Judgement of this Honble Court must, with Submission, be in favour of these Repliants Charge, that they were given upon illegal Considerations and that the encrease of the said Condraigula Jaggernaut Row otherwise Juggapah arrears to these Repliants, and the real Cause of his not been able to provide for the payment of the three Bills of Exchange in question, was no owing to private mismanagement or inattention to his, the said Condraigula Jaggernaut Row otherwise Juggapahs affairs, as the Defendant asserts the same to be, but from the large Sums of money he had paid the Defendant, on his private Account, as before Shewn, and as is plain even by the Defendants own Shewing, in the Account Annexed unto his Answer

And these Repliants do say that it is a mere pretence in the Defendant asserting that he was equally a sufferer with these Repliants do admit, that the Defendant did not only institute one suit in this Honble Court but three several Suits against the said Condraigula Jaggernaut Row otherwise Juggapah, for very considerable Sums of money which the Defendant hath since with drawn — But these Repliants do not believe that the several Sums for which the said Suits were brought, were justly due by him to the Defendant — because the said Condraigula Jaggernaut Row otherwise Juggapah, did also institute a Suit against the Defendant for the recovery of the Sum of One hundred and Eighty thousand Pagodas and upwards, which hath also been with drawn, but upon what Conditions these Repliants were not informed

These Repliants do admit, that the repeated Orders mentioned by them in their Bill, to have been sent by the said Board of Revenue, respecting the recovery of the Arrears due by the said Condraigula Jaggernaut Row otherwise Juggapah to the said defendant, were so sent to the Defendant jointly with his Council — And these Repliants have only, thought proper to introduce that circumstance into their Bill, because the said Orders were antecedent to the Defendant taking the said three Bills of Exchange from the said Condraigula Jaggernaut Row otherwise Juggapah — and in Order to shew the real State of the Credit of the said Condraigula Jaggernaut Row otherwise Juggapah, before, and at the time, that the Defendant did take the said Bills, and that the Defendant was well and perfectly informed thereof — and for which reason these Repliants say, that the introduction of the said matter was material, and the same doth affect the present Suit — Contrary to what the Defendant hath asserted — These Repliants, further denying, what the Defendant hath set forth in his said Answer, do say, that the money transactions had by the Defendant with the said Condraigula Jaggernaut Row otherwise Juggapah, were the Cause of his being so largely in arrears to these Repliants, and that the said Bills of Exchange were not paid — and these Repliants do say, that they can prove, that the two Several Sums of Fifteen thousand Madras Pagodas taken out of these Repliants Treasury by the Defendant, for which these Repliants Cash was Credited, as so much paid for the two Bills of Exchange for Fifteen thousand Madras Pagodas each, were never paid for the Value of the said Bills of Exchange, but the same were taken by him the Defendant, on his private Account, and that he did so take the same to pay for the aforesaid Peiss, procured by the said Condraigula Jaggernaut Row otherwise

otherwise Juggapah, from Rashava Doss, for thirty thousand Pagodas, which the said Condraigula Jaggernaut Row otherwise Juggapah thus discharged himself, or on some other Account

and the Defendant doth not undertake to deny that the said two Sums of Fifteen thousand Pagodas, each did come to his hands, on his private Account, and he doth not pretend that the said two Sums or either of them were paid for the Value of the said Bills or of either of them — It is therefore clear and evident that the said Money transactions, of the said Defendant, with the said Condraigula Jaggernaut Row otherwise Juggapah, have been the Cause of his being in Arrears to these Repliants, as also the Occasion of the miscarriage of the said Bills of Exchange

And these Repliants, do deny that the Defendant hath fully explained, the circumstances relative to the said Money Transactions, or that it can appear from the pretended explanation thereof given by the Defendant in his Answer, that they could not in any way diminish the Fortune or Credit of the said Condraigula Jaggernaut Row otherwise Juggapah, on the Contrary, these Repliants say, that the said Transactions have produced all the bad Consequences and injuries setforth and Complained of by these Repliants — And these Repliants, deny that the said failure in the said Condraigula Jaggernaut Row otherwise Juggapah, did proceed from any other distresses than such as were brought upon him by the Defendant — and these Repliants, will maintain, that there is no degree of inconsistency in the Mode of Stating their Charge against the Defendant, By first Setforth, that it was the duty of the Defendant to be well assured that the Drawers, and those on whom their Bills were Drawn, should be persons of Responsibility — and Consequently, that he the Defendant, should be Responsible for the payment of the Bills in question, upon the Grounds by them Charged — And these Repliants say that these are not fanciful Grounds of action — but real causes of action, for recovery and redress, for those injuries the Defendant hath done them, by betraying the Trust and Confidence reposed in him, by these Repliants President and Council, and in doing which, they have assumed no authorities over the Defendant as their Servant, but have appealed to the Laws, on which they rely, and doubt not to obtained from them that retributive Justice, which is the object of the present Suit against the Defendant — And, in reply to what the Defendant hath Observed, of one of the Suit Commenced by him against the said Condraigula Jaggernaut Row otherwise Juggapah, for the recovery of the Balance of upwards of Sixty nine thound Pagodas — These Repliants say, that the Transaction on which the same was founded was illegal Because, it appears, by the Defendants own shewing, and by the account Current, the same did arise upon the Sale of new Consolidated Bonds at forty percent discount, which increased the Value of the said Bonds upwards of Twenty Five per Cent more, than the Defendant could have Sold them to any other person, and by which the Defendant did receive Thirty thousand Pagodas and upwards from the said Condraigula Jaggernaut Row otherwise Juggapah more, than their real value, besides Interest — These Repliants therefore say that as the said Negotiation did take place as appears by the said Account on the Fifteenth of April One thousand Seven hundred and Eighty six, while the Defendant did eventually Stand appointed to the Chief ship

Chiefship of these Repliants Settlement of Masulipatam ——— there is very reason to Conclude the same being a Currupt Bargain, between the Defendant and the said Condraigula Jaggernaut Row otherwise Juggapah ——— which cannot be legally qualified by the account referred to by the Defendant in his Answer, or by any matter he hath urged in favor thereof ——— And these Repliants, do maintain that the said Transaction, which the Defendant hath thought proper to introduce in his said Answer, was one of the primary Causes, which led to the diminution of the Credit and impoverishment of the said Condraigula Jaggernaut Row otherwise Juggapah, and was the begining of that Chain of misconduct, which was continued through the Term of the Defendants Chiefship, and untill he was removed therefrom, during all which time, these Repliants say, that the Defendant was in every respect regardless of his publick duty and mind full only of his private Interest

And these Repliants say, that the further Justification of the Defendant, of his motives for taking the said two Bills of Exchange, do not, in any degree, tend to weaken the Charge of responsiblity brought against him by these Repliants for the same ——— Because, by the Defendants own shewing, the three Teps procured by Condraigula Jaggernaut Row otherwise Juggapah from Hashavadoss, in favor of the Defendant, were not paid at the time they became due ——— That Hashavadoss did, then, propose Bills upon these Repliants Presidency for the full Amount ——— And by that means to discharge his pretended Debt to the Defendant ——— and, the Defendant says, he agreed thereto, because, he says, it was an accommodation to Government ——— But, as Hashavadoss afterwards declained to draw Bills for the Amount of his said Teps, there is every reason to Suppose, that he so declained giving Bills, for the same probable reason that he declained paying the amount of these Teps ——— Because, he had not received any value for the one, and was not to receive any value for the other ——— The Defendant, then proceeds to account for his taking these Bills from Condraigula Jaggernaut Row otherwise Juggapah ——— In the following manner ——— Because Hashava Doss declained to grant any more Bills on the Presidency at Balla or Exchange of ten per Cent ——— But, that he the said Hashava Doss had entered into terms with the said Condraigula Jaggernaut Row otherwise Juggapah to be Answerable to him for the full amount of these Bills, or the amount of the said Teps, for thirty thousand Pagodas ——— If, he, the said Condraigula Jaggernaut Row otherwise Juggapah, would draw them ——— And the Defendant than States, that upon the Strength of these assurances, from the said Hashava Doss, communicated to him by the said Condraigula Jaggernaut Row otherwise Juggapah, he took the said two Bills of Exchange, and paid the said Condraigula Jaggernaut Row otherwise Juggapah at two different times the full amount of the said two Bills of Exchange making together, the Sum of Thirty thousand Madras Pagodas, the Amount of the said Hashava Doss three Teps ——— And the Defendant thus upon these premises asserts ——— That as far as relates to these Repliants, the transaction was in Obedience to their Orders, for a speedy remittance, But, these Repliants, do assert the Contrary, because, it appears that Hashava Doss, either could not or would not pay the amount of these Teps ——— And that he also declined to discharge them by giving Bills of Exchange ——— And that the only means left with the said Defendant to procure payment thereof ——— was by accepting from Condraigula Jaggernaut Row otherwise Juggapah, the Bills of Exchange in question, in favor of these Repliants President and Council at Fort St. George ——— and to discharge the same by the value therein Acknowledged, and, for the Amount whereof, these

Repliants

Repliants were absolutely debited by the Defendant as their Cash keeper Treasurer —— altho no such amount was ever paid for the said Bills —— But was received, by the Defendant, in discharge of a Fees on his private Account, which was refused to be paid by the person who had given it, for want of Consideration or ability — and, which the person who did procure it, was not able to pay, by any other means than thro the medium of these Repliants Treasury, under the Charge and management of the Defendant —— The Defendant is not nor cannot, therefore, in any sence be justified, in taking this Money out of these Repliants Treasury, upon the Ground of having given the said Condraigula Jaggernaut Row otherwise Juggapas Credit for the Amount of the said Fees in his private Account — Because, the same were paid, from a Fund that he ought to have been possessed of, in order, to enable him the said Condraigula Jaggernaut Row otherwise Juggapah to pay the said Bills of Exchange taken by the Defendant on these Repliants Accounts — and which it was the duty of the Defendant to know, and see that he was possessed of, as, without which, he must have been sensible, that the said Condraigula Jaggernaut Row otherwise Juggapah could not have it in his power to privately for the payment of the said Bills of Exchange —— These Repliants therefore say, that According to the Defendants own narrative of the said Transactions and from his own Shewing thereby, hath negotiated a Debt, pretended to be owing to him, by a person on his private account, which he was not able to pay, by transferring the said Debt, of the said person, to these Repliants Account, and taking the Amount thereof from these Repliants Treasury — and which these Repliants say, the Defendant could not otherwise have effected, but as having the Care and management of these Repliants Cash, and being the keeper of their Accounts of Receipts and Disbursements at Masulipatam aforesaid

And these Repliants do deny, that the said two Bills of Exchange, one procured to be drawn by the said Condraigula Jaggernaut Row otherwise Juggapah, in the name of Callendee Vencatarama raiuse, and the other by the said Condraigula Jaggernaut Row otherwise Juggapah, would have been received, remitted and paid for, in like manner, as has taken place, had or had not the Defendant been Chief of Masulipatam —— nor can the Defendant with any certain propriety make use of the said Assertion, without that, a Similar Character and the like Transactions, could be combined, in Order to enable a Judgement to be formed of the Event that might be under such Circumstances produced

And, in regard, to what the Defendant saith, that these Repliants could not reasonably expect that Bills could have been obtained, in any other manner, than by paying the Amount thereof to the persons from whom the said Bills were had — These Repliants say, that it is one of their Charges against the Defendant, that he did not pay any value for the Bills of Exchange, the Amount whereof, doth make part of their said action, but that instead of paying the Same to the Drawers that he appropriated the several amounts of the said Bills to his own use

And in reply, to what the Defendant observes, by way of Justification, of his paying the said Bills, when advice was received, of their Acceptance, the same only refers to one Bill of Exchange, that was drawn by Baupiah, a Relation of the aforesaid Callinder Vencatarama raiyoo on Causenadone Vencapah — The Circumstances of which Bill altho' very particularly charged, and very extraordinary in their nature, the Defendant hath not any way cleared up or Answered unto —— And these Repliants say, that the Circumstances of the said Bill being returned not accepted, was the occasion, that the

the Council became informed of the said Bill — And the Defendant did not till then inform them thereof, nor was the said Bill ever laid before them, untill the said Bill was returned to Masulipatam not accepted, and the Defendant did, himself, on this occation, send round several papers in circulation, giving reasons for its not being accepted — and did himself propose that it should be sent back to the Presidency — And the Defendant informed the Council also by note, which he sent in Circulation that the said Condraigula Jaggernaut Row otherwise Juggapah (thro' whose means this Bill had been obtained) and Baupiah, who drew the same, in the Name of the said Callindee Venatarama Rajoo, had Consented to the Moneys remaining in these Repliants Treasury, till advice should have been received of its Acceptance — And these Repliants say, that it appears extraordinary, that the Defendant should interest himself so much for the return of the said Bill of Exchange to the Presidency, when he knew that the Same was returned not only for want of advice from the Drawer, but, that the same, was drawn in the name of Callindee Venatarama Rajoo without his knowledge, by the aforenamed Baupiah — And these Repliants say, that the Original Grounds upon which the said Bill was procured by the said Condraigula Jaggernaut Row otherwise Juggapah, and the purposes to be answered thereby, being illegal, the acceptance thereafter procured to be put the said Bill, thro' the means of the said Defendant and the said Condraigula Jaggernaut Row otherwise Juggapah, did not in the least justify the Defendant in taking from out of their Treasury the Sum of Fifteen thousand Madras Pagodas the amount of the said Bill, under pretence that advice had been Received of its acceptance Because these Repliants say, that the whole Transaction was one continued deceit and imposition on these Repliants President and Council at the Presidency, and on their Council at Masulipatam —

And

— And these Repliants say, that notwithstanding the said Defendants information to his Council, that the said Baupiah had Consented that the Value for the said Bill should Remain in the Treasury, till advice of Acceptance of the Bill should be received — It doth not appear, that any return or deposit of this Money was ever made in these Repliants Treasury — as the Defendants Communication to his Council seems to imply — and which would have been the Case, if this had been fair negotiation, between the Defendant and the said Baupiah and Condraigula Jaggernaut Row otherwise Juggapah

And these Repliants further say, that it is no legal justification of the Defendant, that the persons on whom the said Bills were drawn, were men who had on some former Occasions discharged Bills drawn on them

And the Repliants say that the Defendant had reason to suppose that these Bills would not be discharged

And the Defendant, doth well know, that every necessary and usual means were taken to Receive the Amount of the said Bills from the Acceptors and Drawers

And these Repliants do maintain and aver, that the said Condraigula Jaggernaut Row otherwise Juggapah was Dubash or head Servant to the Defendant during the time that he was Chief of these Repliants said Settlement of Masulipatam, and that he was intrusted by the Defendant, not only with his the Defendants private Concerns, but that the Defendant did also entrust and Confide to his Care and management these Repliants publick Concerns

And these Repliants admit that the said Condraigula Jaggernaut Row otherwise Juggapah, was these Repliants Interpreter at Masulipatam aforesaid

aforesaid, but they deny that the Office which he the said Condraigula Jaggernaut Row otherwise Juggapah, held as Interpreter, did place him in the habit of Receiving from their Tributaries and Renters their respective Tributes and Rents — And these Repliants deny that it would be the duty of the said Condraigula Jaggernaut Row otherwise Juggapah further, than as he might consider the same, as being the private Servant of the Defendant, to report to the Defendant, as soon as he Received the same And these Repliants do deny that they had any publick Servant appointed by them, to receive their Tributes and Rents or to be their Cashkeeper except the Defendant himself, who was alone Answerable to them for the same, and for every part thereof, and not the said Condraigula Jaggernaut Row otherwise Juggapah or any other person or persons whatever —

And in reply to that part of the Defendants answer, wherein he says, that he denys that the said Condraigula Jaggernaut Row otherwise Juggapah did ever directly or indirectly pay to him or to any other person on his private Account the Sum of Forty three thousand two hundred and Eighty three Pagodas four fanams and Seventy seven Cash or any part thereof — insisting that the said Sum of Forty three thousand two hundred and Eighty three Pagodas four fanams and Seventy Seven Cash was Received by the said Condraigula Jaggernaut Row otherwise Juggapah privately and without the Smallest knowledge or concurrence of the Defendant, at several different times, from different people and without the least knowledge, Consent, Concurrence or approbation of the Defendant appropriated to the Own private use, and Account of the said Condraigula Jaggernaut Row otherwise Juggapah — And that these several Sums of Money making together the said Sum of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy seven Cash, were actually Received and appropriated by the said Condraigula Jaggernaut Row otherwise Juggapah, two, three, four, and five months previous to the date of the Bill of Exchange alluded to by these Repliants in their Bill — These Repliants say that the said Condraigula Jaggernaut Row otherwise Juggapah, had no authority under Colour of any office whatever, deputed to him by these Repliants President and Council or any other publick Authority whatever, to Receive the said Sum from their Tributaries and Renters — And do insist that the said Condraigula Jaggernaut Row otherwise Juggapah, could not Receive the said Money without the knowledge of the Defendant, and of course he must also have given his Consent, Concurrence and approbation to the receiving of the said Sum of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy seven Cash from these Repliants Tributaries and Renters —

And, as the Defendant hath also asserted, that as he knew nothing of the Monys being received — That he could not of course grant Receipts for the Amount, These Repliants say that the Defendant did give Receipts for the said Money, which he would not have done if he had not known any thing of the said Money having been Received, and that he was conscious that he was responsible for it — And, these Repliants, do maintain, that the said Receipts, for the said Money, were so given by the Defendant at the express demand and application of the said Jemindars or Renters, at the time of the Defendant being about to quit his Chiefship of Masulipatam — and these Repliants say, that the Defendant hath at different times given different Accounts of the use of this Money, and of the Transaction of the Bill of Exchange, taken from the said

said Condraigula Jaggernaut Row otherwise Juggapah for the same — For the Defendant in a Report, made by him, to these Repliants President, Major General Sir Archibald Campbell Baronet on the Thirteenth day of July, One thousand Seven hundred and Eighty seven, of the Bills of Exchange remitted by him to these Repliants Presidency, during his Chiefship of Masulipatam describes the said Bill, to have been taken by him, not on Account of money Received from the different Zemindars or Renters, by the said Condraigula Jaggernaut Row otherwise Juggapah, three four and five Months before the Acceptance of the said Bill — but speaking of the said Bill he expresses himself in the following manner — "The Latter for Forty six thousand Seven hundred and forty five Pagodas, (meaning the aforesaid Bill of Exchange for Forty three thousand two hundred and Eighty three Madras Pagodas, four Fanams and Seventy seven Cash) was Granted just as I was on the point of delivering over the Charge of the Chiefship to Mr. Hodges, being in part of Meerafsey &c. Claimed by me from some of the Zemindars, who denied paying the same, asserting that they had paid this part of my demand of Meerafsey to Vencataraylo in his life time (this Vencataraylo has been dead many years) and for which they required of Juggapah to be Responsible to the Company — These different Zemindars have therefore been credited in the Cash Account under the date of the Tenth or Eleventh June One thousand Seven hundred and Eighty seven, for so much Received on their Account, and account Current Fort St. George is debited for so much for a Bill in favour of Government — Here is then a Collateral Security to the Company, for the amount of this Bill, for if Juggapah does not discharge it, the demand holds good upon the Zemindars who are not exempted from paying the same as Stipulated in their

their Cabriats, by the Acceptance of Juggapahs Bill —

By this Report, the Defendant seems to desire, it should appear, that upon his making a demand on the Zemindars, in part for Meerafsey &c. that they refused paying it, alledging, for reason, that they had paid this part of the Chiefs demand, of Meerafsey, to Vencataraylo — who was the Uncle of Condraigula Jaggernaut Row otherwise Juggapah, and who in his life time did receive Certain Fees from the Zemindars and Renters on part of these Repliants Districts of Masulipatam as head Seristadar or accountant of these Repliants Revenues therein Called Meerafsey, which allowance has been discontinued by these Repliants Agents since his death, altho' irregular payments of Certain Sums in lieu thereof have been made to the said Condraigula Jaggernaut Row otherwise Juggapah at different times since, but which have been for some time past totally disallowed by these Repliants President and Council "and that these Zemindars on whom these demands had been made, required that they should be excused there from, and that Condraigula Jaggernaut Row otherwise Juggapah should be called upon to make them good to these Repliants — which Representations of the Zemindars induced the Defendant (as he would make it appear) to take a Bill of Exchange for the Amount Demanded, from the Zemindars, from Condraigula Jaggernaut Row otherwise Juggapah, and to give them Credit for this Amount, as so much Received from them — and, to debit these Repliants, for the Amount of this Bill, as so much received from these Zemindars, as in payment of this demand of Meerafsey, which they absolutely refused to pay — These Repliants pray to

Observe

Observe, that there is an incorrectness and inconsistency in this part of the Report of the said Bill by the Defendant, and a deviation so strong, from the Causes given in his Answer, as having influenced him to take the said Bill of Exchange, that these Repliants could not leave the same, without particularly taking Notice thereof, in order that the Court may Determine, what Credit is to be given to this or the other parts of the Defendants Answer —

And these Repliants, in order to shew that the Receipts given by the said Defendant to the said Zemindars and Renters, on the day that the said Bill of Exchange for Forty three thousand two hundred and Eighty three Pagodas four fanams and Seventy seven Cash, were so given, on a different Account, than any of the former Accounts, for which the Defendant hath declared the same to have been given, and in Order to shew that they were given for Money Actually Received from the said Zemindars and Renters on Account of Money, by them actually paid, to the said Defendant, on this Repliant Account, they pray to annex hereunto Copies of the said Receipts — one whereof is for the Sum of Five thousand Nine hundred and nine Madras Pagodas, and nine fanams to Rajah Row Comara-mahapilly Row Behauder Zemindar of Pellapore expressed to be on Account of Current — Jammabandy — One, in which among other Sums under different dates the Sum of Seven thousand One hundred and fifty seven Madras Pagodas Twenty six fanams and Twenty One Cash is acknowledged to be Received from Rajah Vencata-narasimoa Opparow Behauder Zemindar of Nooged on the said Tenth day of June, One thousand Seven hundred, and Eighty Seven in full of Eighty thousand Madras Pagodas, which he agreed to pay in the course of — January and February on account of Old Balance — One to Reddy Vyeagopalldoo for Gotalah — the Sum of Five thousand two hundred and Eighty Six Madras Pagodas thirty One fanams — and

and Sixty One Cash on Account of Current Jammabandy — One to Reddy Vijia Gopaldoo for Gotalah, the Sum of Three thousand One hundred and fifty One Madras Pagodas and Twenty four fanams on account of Last Years Jammabundy — One to Mandapatty Ragavaut Rauze — Zemindar of Corcandah for the Sum of Two Thousand and Seven hundred Madras Pagodas on Account of Current Jammabundy — One to Reddy Mungapatty Doo Zemindar of Colavaram the Sum of Eight thousand one hundred and Seventy Seven Madras Pagodas Twenty four fanams and Seventy five Cash on Account of Current Jammabundy — One to Reddy Narsena Doo for Two thousand Madras Pagodas on Account of Current Jammabundy — making together the Sum of Forty four thousand three hundred and Eighty three Madras Pagodas seven fanams and Seventy seven Cash — And these Repliants shew that the Sum of One thousand and one hundred Madras Pagodas was on or about the day aforesaid Bill of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash which was undeniably taken by the Defendant, in lieu, or in Payment of so much of these Repliants Money for which he had given Receipts, and whereby he discharged their Debtors, the said Zemindars in manner by them Said in their Bill of Complaint —

And these Repliants say that the said Bill of Exchange was delivered by the said Defendant on the Eleventh day of June One thousand Seven hundred and eighty Seven to Mr. James Hodges, with other papers at the time of making over the Charge of the Settlement, without any information of the Critical Consideration on which he now pretends the same was taken — And without any

Other

After Remark. Than what is contained in his Minutes. The last Paragraph — of which is as followeth. I beg to lay before you a List of Accepted Bill from the Presidency becoming payable Amounting to Madras Pagodas One Thousand five hundred and twenty eight thirty five fanams and thirty five Cash, a Bill in favor of the Governor in Council for Madras — Pagodas Forty three Thousand two hundred and eighty three, four fanams and seventy seven Cash, and the Cash Accounts to this day, by which there is a Balance due to the Company of Madras Pagodas Five Thousand seven hundred and two, thirty four fanams and thirty Cash and nine hundred and Sixty one Rupees four fanams and seven Cash, which I now deliver over to Mr. Hodges to gether with the charge of this Settlement

And these Repliants shew, that this Bill for Forty three Thousand two hundred and Eighty three Madras Pagodas, four fanams and Seventy Seven Cash, is entered in the said Cash Accounts of the Eleventh day of June delivered in by the Defendant as aforesaid to have been received for Cash paid out of these Repliants Treasury the day before —

And these Repliants say, that as the said Defendant gave the Council no information of the said Bill of Exchange than what was contained in his said Minutes, and in the Cash Accounts where by it appeared he had paid Value for the same, they could not suppose, that the said Bill was involved in the intricacies it now appears to have been — and no Circumstances can prove in a clearer manner, that it had been the Sole duty and Office of the Defendants to Negotiate Bills, and make payments for the same, or pretend so to do, without the previous Concurrence of his Council, than by his Delivering over to Mr. James Hodges his Successor, the said Bill of Exchange and the Balance of Cash belonging to these Repliants, which there Could be no necessity for, if the said Bill had been taken by the Consent and Concurrence of the Council or if they had been Treasurers of these Repliants Cash and Keeper of their Cash Accounts Jointly with the Defendant as Chief — And these Repliants say that the Defendant cannot be Admitted to discharge himself from his Responsibility to these Repliants, for having taken the said Bill of Exchange under the Circumstances he did, merely by the delivery Thereof to the said James Hodges, and because, the said James Hodges — did not make any objection to an Act already done and compleated by the Defendant during his Chiefship, or by the said James Hodges having in Consequence of such delivery, transmitted the said Bill to these Repliants Presidency, after the Defendants Removal against, which these Repliants say he could not make any objection, as he received the same, and the Balance of these Repliants Cash and Cash Account from the Defendant at his Removal from the Office of Chief, and in Discharge of these particular duties, which were incident to it, and in Confidence that the said Bill had been Bonafide taken, and the Value thereof paid, According to the Assurance of the said Defendant, contained in the Entries of their these Repliants Accounts, of the same having been a real Cash Transaction — And these Repliants say that it is not a task incumbent on them to investigate and develop the intri=cations of the said Defendant and the said Coudrigula Jaggernaut Row otherwise

Otherwise Jaggapah in their Transaction during the time of the Defendants Chiefship at Masulipatam, but they say it is the duty of the Defendant to clear up the same, which they deny that he has in any instance, done through out his Answer, and they do maintain, that the Charges laid against the Defendant for misfeasance and breach of duty in his Office, in the Several instances by them alledged, in their said Bill, are just and true - And these Repliants say, that the Letter annexed unto the Defendants Answer as from the said Condrigula Jaggernaut Row, otherwise Jaggapah, doth not shew that the Defendant was not Responsible for the Bills in question or any of them - Because the said Letter might as well have been written to Answer other particular purposes, as that the said Condrigula Jaggarnaut Row otherwise Jaggapah was instigated to draw the said Bills for particular purposes as declared by these Repliants in their Bill - and particularly as it appears that the said Letter was written by way of Advice of the said Bill of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and seventy seven Cash, being drawn while the said Defendant was still at Masulipatam But as the Defendant hath annexed a Copy of a Translation of the said Letter, these Repliants also pray to annex, Copy of a Translation of another Letter from the said Condrigula Jaggernaut Row otherwise Jaggapah to his Vakeel - the said Chelacalapooty Setteramiah at Madras under date of the thirteenth of July One thousand seven hundred and Eighty Seven, and which Shews - that a Demand of mans from the Defendant had been before that time been made from him at Madras - in Order to enable the said Condrigula Jaggernaut Row, otherwise

Jaggapah

Jaggapah said Vakeel to pray the said Bill To Wit -

I am in good health and hope to have the pleasure of hearing of your Welfare -

I have received your Letter and observed the Contents thereof wherein you mention that Mr. Floyer told you that he cannot pay the 50000 Pagodas - I assure you that during the 13 Months / since Mr. Floyers arrival / I have been deprived of the satisfaction of either having good Repose or Subsisting or eating Belly full Rice - In spite of all the troubles I underwent - I have Reason to think that Mr. Floyer intend to ruin me, concerning the advances which were made to him - It is impossible to avert the Event which should inevitably happen by the will of Heaven - And I do not see any measure or Stratagem which would tend to our preservation, It is not improbable but that Mr. Floyer and I should be involved into difficulties, in Case he should refuse to pay the 50000 Pagodas - The particular of these Transactions as well as the Receipts and Disbursements of mine would undoubtedly be Required - you will point out to Mr. Floyer the dangerous Consequence which may ensue in Case this affair should come to the publick, and desire him to pay the 50000 Pagodas otherwise agreat controversy shall happen - therefore you will require him to pay the Money as soon as possible, otherwise I must put an end to my life about which I doubt not but that the Company will enter into an Investigation It is more good to Settle the matter before any dispute shall happen you will intimate all these Circumstances to him privately and get the affairs accomplished -

A true Translation as near as can be from the Gentoo Language

13th July 1787

/ Signed / Ranganaudam
Interpreter

And these Repliants do deny that the Defendant hath fully or truely explained the manner in which the said Bill was Received by him, and these Repliants say that altho' the said Condrigula Jagger=naut Row otherwise Jaggapah might for several years have been in the Custom of drawing Bills of Exchange in favor of these Repliants &c Presidency upon the same person, These Repliants do deny what the &c Defendant hath said, that they had all been duely paid, except those &c Referred to, because there is a Balance of two other Bills drawn by the said Condrigula Jaggernaut Row otherwise Juggapah during the Defendant's Chiefship Amounting to Seventeen thousand and five hundred Madras Pagodas remaining unpaid which the Defendant well knows, altho' all other Bills, except the three which compose part of these Repliants demand amounting to Seventy three thousand two hundred and eighty three Madras Pagodas four fanams and Seventy seven Cash had been paid the Defendant is not, by that Circumstance, exempted from that legal Responsibility he now stands bound to these Repliants for his Misconduct and misfea=sance in taking the said Bill in the manner he did -

And these Repliants say, that they have shewn sufficiently and hope in due time fully to prove, if the same shall be necessary, that the said Condrigula Jaggernaut Row otherwise Jaggapah was so much involved in point of Finance as is setforth by them in their said Bill by the &c large Sums of Money the Defendant had Received from him, on his own private Account - and by the large Claims the Defendant pretended further more to have upon him, and also from the large arrear he stood indebted to these Repliants - That the Defendant was on all these Accounts culpable in having taken from him the said Bill of Exchange as they tended to involve him further in difficulties and distresses, without in the least enabling him towards paying off his Debts to these Repliants - And these Repliants do maintain that his the said Condraigula &c Juggernaut Row otherwise Jaggapahs Credit was so bad, thro these and thro means, that he could not at that time, by any possibility have procured any other person to take his Bills than the Defendant, and who also there is no Possibility of believing would have taken them, had it not been for the opportunity offered thereby of Serving his private Interest, as these Repliants do not admit that the Bill of Exchange taken by the Defendant from the said Condrigula Jaggernaut Row otherwise Jaggapah when he was about to leave Masulipatam, can come under the discriptions of a &c Bonafide transactions, and of course that no Risk was incurred thereby -

And these Repliants do maintain that the state of Arrears due by the said Condraigula Jaggernaut Row otherwise Jaggapah is as is Setforth by them in the Exhibit N:3. annexed unto their Bill of &c Complaint -

And these Repliants say, that the Account annexed unto the Defendant Answer as a Statement of Accounts between the said Condri=gula Jaggernaut Row otherwise Jaggapah up to the thirteenth day of April One thousand Seven hundred and eighty seven, and whereto the Defendant hath referred, as a Justification of the said Condrigula Jaggernaut Row otherwise Juggapahs Credit, and Responsibility, is very wrongly Stated, and was, as these Repliants can prove, supported and maintained by the Defendant, the better to Answer his own private Views than the benefit and Interest of these Repliants - And these Repliants say, that besides the Exception, to the said Account, Acknowledged by the Defendant of Twenty thousand Madras Pagodas for Meerasey, which charge the Defendant allowed the said Condraigula Jaggernaut Row otherwise

Jaggapah

Juggapah to make in opposition to the injunctions of the Board of Revenue whose Direction he was bound to follow, The Defendant did also allow him to alter his Lists, by crediting himself for a Less Sum than was then due whereby these Repliants were Credited, in the Sum of twelve thousand Eight hundred and twenty Madras Pagodas less, than was actually due to them by the said Condrigula Juggernaut Row otherwise Juggapah and the said Account was in other Respects Different, and not a true state of his Arrears to these Repliants.

And these Repliants say that the Defendant hath very improperly undertaken to Support the Credit of the said Condrigula Jaggernaut Row otherwise Jaggapah upon Grounds which he knows are not tollerated by these Repliants Government and are by no means Relevant to the Matters in question.

And these Repliants do deny that the Letter and Statement Copy of which is Annexed to the Defendant Answer, as being of the said Condrigula Jaggernaut Row otherwise Juggapah, are in any degree or Satisfactory against the Charge, in this Suit, for the Amount of the said Bill of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash, because the same doth entirely contradict other Accounts given by the said Defendant of the said Money. And these Repliants say, that it is unreasonable in the Defendant, to assert that the same shews in what manner the said Condraigula Jaggernaut Row otherwise Juggapah was Satisfied for the Amount of the said Bill of Exchange, because it appears from the said Statement, that the Defendant so much Relies on, that the several Sums of Money therein mentioned, are said to have been disbursed by him, the said Condraigula Jaggernaut Row, otherwise Juggapah, on Account of the Defendant.

And

and these Repliants say, that whether Juggapah, or not or whether the same was applied to the said Condrigula Jaggernaut Row, otherwise Juggapah own use, or to the Defendants use, the Defendant is nevertheless responsible to these Repliants for the same, Because if the Case is, as is Stated by the said Defendant in his Answer, without paying attention to the other different Accounts of his Matter given by him, it will appear, that the Defendant would be understood, that he came to knowledge just at being about to leave Masulipatam, and never before, that the said Condraigula Jaggernaut Row otherwise Juggapah, had received from the Zemindars and Renters the Sum of Forty four thousand three hundred and Eighty three Madras Pagodas four fanams and seventy seven Cash, and likewise that he had appropriated all that Sum to his own use, that the Defendant thereupon to Accommodate the said Condraigula Jaggernaut Row, otherwise Jaggapah, accepted of a Bill of Exchange for the Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and Seventy Seven Cash, by the Defendant charged to have been taken by the said Condraigula Jaggernaut Row, otherwise Juggapah of these Repliants Money in favor of these Repliants Presidency, and gave Credit in these Repliants Cash Account for the like Sum of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and twenty Seven Cash paid for this Bill, and to make the Cash Accounts adjust these Repliants were debited for the like Amount Received from the Zemindars, who are named in the said Statement of Accounts annexed to the Defendants Answer, and which Zemindars the Defendant did discharge.

Discharge from the said Sum, by giving unto them the several Receipts hereinbefore mentioned. whereby it is evident, that the Defendant, whether he had or had not, Received the said Money, was content to become Responsible for the event of the Bill which he pretends was given in payment of it, and these Repliants say, that the Defendant could not by the duty he owed to these Repliants be justifyed in Stating this money as having been issued out of these Repliants Treasury for the said Bill, when in fact, according to his own Shewing it was taken from a defaulter to cover his deficiency of an equal Sum, and these Repliants say that there must have been some improper concealment of the Nature of this transaction intended by the Defendant, and that the Defendant must have had some private Interest in the concealment thereof, otherwise it is obvious, that the Defendant would of course, have been led, to State the Circumstances of the said Transactions on the Records, in Order to procure the Opinion of the Council on a Case so unprecedented, but on the contrary, no information was given to the Council by the said Defendant, and the Bill was Delivered over in Council to the Defendant Successor, under the disguise of a simple Cash Transactions. And these Repliants say, that as the Defendant was in the Charge of the Receipts of the Rents and Revenues of these Repliants Districts of Masulipatnam and also the Keeper of the Cash or Treasury, the said Condraigula Jaggernaut Row, otherwise Juggapah, could not receive the said Sum of Forty four Thousand three hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash but

but under the Authority of the Defendant the said Condraigula Jaggernaut Row otherwise Juggapah, not being invested with any appointment of the Nature, by these Repliants Presidency or by the Chief and Council at Masulipatam, and that the only office he held under them, was that of Interpreter. It is evident therefore that the said Condraigula Jaggernaut Row otherwise Juggapah, in Receiving these Repliants Rents and Revenues, acted only as the Servant of the Defendant whose private Servant or Dubash he was also, The Defendant therefore must and is upon the Grounds of every legal or Equitable Construction, Answerable for the Amount of this Bill of Exchange, which he took to Conceal the defaults of his Servant, and for which Amount he took upon himself to discharge those, from whom his said Servant had Received this Money,

And these Repliants say that it is absurd in the Defendant to urge that as this Bill was not paid by the said Condraigula Jaggernaut Row otherwise Juggapah, the Demand for the Amount of it still held good upon the Zemindars, because the Defendant in his Answer saith that they have paid it, and this Receipt as Chief to them, is for money actually paid by them, and is therefore an actual and legal Bar, against any future Demand that might be made on them for the same Account.

And these Repliants say that the Restraint, the Defendant pretends to have been laid on him, by these Repliants President and Council not to transmit any Bills, that did not bear an Exchange of Ten per Cent between the Madras and Star Pagodas, is also no excuse or extenuation of the Act of the Defendant taking the Bill

of

of Exchange for the Amount whereof he is charged, And the Defendant in that instance shews, a pretended attention, to these Repliants President and Councels Instructions, which he was very Disobedient and Neglect full of in matters of more real importance-

And these Repliants, for further Replication say, & that the Defendant did wrongfully and deceitfully take and receive the said three Bills of Exchange, and that he know and reason to believe that they would not either of them be paid and discharged- as is evident upon the Grounds and Considerations, on which the same were severely taken, and these Repliants, do also over, that the said Defendant did derive benefit and Advantage to the full Amount thereof, for which these Repliants have been dammified and injured- And these Repliants do maintain the Charge of Misfeasance and breach of Trust alledge in their said Bill, And these Repliants deny that the said two Bills of Exchange for fifteen thousand Madras Pagodas each, were accepted by the Defendant and his Council, or that his said Council did know any matter or thing of the taking of the said Bill of Exchange, or either of them until after the same were taken and accepted by the Defendant, and then not otherwise than by the Letters of Advice thereof, which were sent Round in Circulation for the Official purpose of Signature only, And these Repliants do also deny that the aforesaid Bill for Forty three thousand two hundred and Eighty three Madras Pagodas, four fanams and Seventy Seven Cash, which the Defendant saith was for a Debt due by Condraigula Jaggernaut Row otherwise Juggapah, for Sums, he had Clandestinely received from Certain Zemundars, and Renters, was

or

or could be accepted and taken for the Sole intent and purposes of Aiding the resources of these Repliants Presidency, because, if that had been the intention of the Defendant, he could rather have procured the said Bills towards the Discharge of the said Condraigula Jaggernaut Row otherwise Juggapah arrears to these Repliants, instead of the Considerations for which he did or pretends to have taken it, And these Repliants say, that the Defendant doth in his Conscience well known, that he hath been guilty of the Misfeasance and breach of Trust, wherewith he hath been Charged by these Repliants, Notwithstanding what he now pretends, that his Conduct proceeded from Zealous and Laudable Motives- And these Repliants say that the Defendant did also with the further View of Succeeding in his said Misfeasance and breach of Trust, endeavor as much as in him lie, after his arrival at the Presidency, of these Repliants, to keep concealed from them, the real state of insolvency, in which the said Condraigula Jaggernaut Row otherwise Juggapah was involved, and to hold out to them hopes and assurances for that purpose, which he thought, they would the better be induced to give Credit to, from his late station, as these Repliants- Chief at Masulipatam aforesaid. And these Repliants therefore Shew that altho, the Defendant knew, that the said Condraigula Jaggernaut Row otherwise Juggapah was indebted to them in so large an Arrear and that the Defendant also pretended that the said Condraigula Jaggernaut Row otherwise Juggapah was also so largely indebted to him on his private Account- And that the Bill of Exchange in question were

not

not paid, and that the Defendant know that they would not be paid — and that the Defendant knew, as he know pretends that the said Condraigula Jaggernaut Row otherwise Juggapah had been guilty of Clandestinely receiving large Sums of Money belonging to these Repliants and &c appropriating them to his own use The Defendant did nevertheless Confidences of these Repliants President and Council by Letter Addressed by the said Defendant to them under date of the Ninth day of July One Thousand Seven hundred and Eighty Seven. To Wit.

Extract from Mr. Floyers Letter to the Governor in Council dated 9th July 1787

I cannot close this address without recommending strongly to your Honors Notice, favor and Protection, the Companys Interpreter Jaggernaut Row The real deligence and attention which he has unremittingly manifested throughout the whole of the Public Transactions with the Zemindars and others have greatly facilitated my measures in the Accomplishment and Advantageous Settlement for the Company, Common Justice requires this Testimoney from me, more especially as the time and attention which he bestowed upon the Companys affairs might have been employed more beneficially to himself in the management of the Farms he then rented of them,

"To the best of my recollection not having my Papers to "speak with certainty, the Balance due from them at my departure, on "Account of the Masulipatam Farm, exclusive of the lesser ones of &c "Nellapilla and Antravidie was little more then 8000 Current Pagodas "and for his further and last Rists of his Cowle for the first mentioned "Farms, which became due on the first of June, the Board of Revenue had

"had consented to indulge him until the end of that Month, for the &c "discharge thereof which by a reference to the General Books of that "Settlement will be found to be a much smaller balance than was "ever before due on those Farms at that time of the year. I believe "he is further indebted for three Rists of the new Settlement for Char =matiall on the 25th of May last to the Amount of about 10000 &c "Current Pagodas.

And these Repliants say that at the same time the Defendant was as aforesaid thus practising on the Confidence and good faith which these Repliants President and Council had in the said Defendant by setting forth a Person, who he now, to exculpate himself exhibits in the most Deliegent Colours, He the said Defendant was also Tempo =raing with the same person the said Condraigula Jaggernaut Row otherwise Juggapah, by inducing him to believe, that he was supporting his Credit with these Repliants Government by assurances that he had made on his behalf, of the Certainty of the Bills in question, being paid, as may appear by an Extract from a Letter addressed by the Defendant to the said Condraigula Jaggernaut Row otherwise Juggapah under the date of the Twelfth day of July aforesaid hereunto & annexed To Wit,

"The Bills you have drawn upon Settaramiah here "payable to the Governour and Council, having been returned to "Masulipatam with Orders to the Chief and Council to receive the "Amount from you there because Settaramiah says, he has not

received

"Received any money or Bills from Masulipatam, to enable him to pay off those Bills here, at which the Governour is very much displeased fearing "that you will not be able to pay those Bills to the Company, but I "have assured him, that as the Soucars has promised to give you Bills "to the Amount there was no fear of you not paying them fully at "Masulipatam, for which reason the Governor ordered them to be "returned to the Chief and Council with order for them to receive the "Amount, and the Governor was pleased and Satisfied with these "Assurances, that I gave him, so you must by all means pay them "off immediately, and then the Governor will be very glad, and will "continue to Shew you much favor,"

And these Repliants pray to observe that the Conduct of the Defendant by these two Exhibits doth Strongly contradict what he hath Setforth in his Answer, as by these Exhibits it appears, that the greatest friendship and good understanding did Subsist between the Defendant and the said Condraigula Jaggernaut Row otherwise Juggapah after his Removal from Masulipatam as Chief, and that the Defendant did also wish thereby to impress these Repliants Government with a belief that the said Condraigula Jaggernaut Row otherwise Juggapah was deserving of their favor and protection, and it also appears that by means of these favorable representations he made of the said Condraigula Jaggernaut Row otherwise Juggapah, he wished to induce the Repliants President and Governor to delay an exact payment of the said Bills and thereby continue in the mind of the said Condraigula Jaggernaut

Jaggernaut Row otherwise Juggapah the Idea this Honble Court shall he was before under to him the Defendant, as the Bill of Compliant from a Shew of the influence he had at the Presidency the Demands they then thought they had upon him - with pliant and hope, certainly, that the future enquiry he apprehended be in to the whole of the Transactions of the said Bill of and of the other matters now alledged against him, might by such means be delayed during the Presidency of the Defendant in India and it is publickly know that the Defendant was at that time, about to leave India in order to take his departure for Europe - And therefore these Repliants say that the Defendant not regarding the Duty and Trust vested and Reposed in him, but contriving and fraudulently intending to turn and Convert the power and Authority to Accept of such Bills of Exchange as he Should Judge good to his own benefit and Advantage, did wrongfully and deceitfully take and receive the said Several Bills of Exchange and did debit these Repliants Cash Account with the Amount thereof to the Amount of Seventy three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy seven Cash and Interest thereon, and not the Sum of Ninety thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash as is mentioned in part of these Repliants Bill by mistake —— and these Repliants do maintain that the Defendant is also indebted unto them in the further Sum of

Received sand Six hundred and fifty two Madras Pagodas one fanams
thirteen Cash and Interest thereon as by them in their Bill Charged
Wch these Repliants have Shewn, that the Defendant did Detain
and keep back, which ought to have been brought into these Repliants
Treasury as so much Received from the said Vischavoy Jaggapetty
Zawza by the said Defendant, and therefore, that they these Repliants
are further Dammified and injured and by the Misfeasance and
breach of Trust reposed in the Defendant, and have Sustained &
further Damages in the Sum of Nine Thousand Six hundred and
fifty two Madras Pagodas one fanam and fifteen Cash and Interest
thereon, from the dates at which these Repliants have charged the
said Sums to have been Received by the said Defendant-

And these Repliants do maintain that the Defendant was
justly and truely indebted unto them in the manner and form by them
charged and Alledged in their said Bill and do now Stand justly and
truely indebted unto them thereon, in the full and just Sum of One
One hundred and two Thousand and twenty eight Star Pagodas
twenty fanams, and Sixty Seven Cash.

And these Repliants say that the Matter and things contained
in their said Bill of Complaint are altogether Traversable in this Honble Court
without that, that any other Matter or thing in the said Defendants Answer
contained Material or effectual in the Law to Replied unto Confessed or
avoid traversed or denied is true.

All which Matters and Things these Repliants are
ready and willing to Aver Maintain and prove as this Honble Court shall
direct and most humbly pray as in and by their said Bill of Complaint
they have already prayed-

Mr. DuPuy
Atty for Repliant

Masulipatam 10th June 1787-

Received of Rajah Row Comara Makepetty Row Bahauder
Zemindar of Bettapore on the Honble Companys Cash the Sum
of Five Thousand Nine hundred and Nine M. Pagodas and nine
fanams on Account of Current Jemmabundy-

(Signed) Charles Floyer
Chief

Page 5909-9

A true Copy
(Signed) John Spalding
Secry

true Copy
HJ DuPuy
Atty Repliants

Masulipatam 10th June 1787

Received of Rajah Venceta Narsemva Apparow Bahader Zemindar of
Norzed, into the Honbles Companys Cash, on the following Dates, the Sum of
Sixteen Thousand eight hundred forty two Madras Pagodas, Twenty Six fanams
and Twenty one Cash, in full of 80000 Pagodas which he Agreed to pay
in the Course of January and February last, on Account of old Balance
of Pagodas, 3P 2.66. 3. 14. but not included in his Cabuliat-

1787 April 24th	2935
25th	2000
26th	1750
30th	3000
June 10th	7157. 26. 21
	M Pagodas 16842. 26. 21

true Copy
HJ DuPuy
Atty Repl.

(Signed) Charles Floyer
Chief

a true Copy
(Signed) A. Scott Secy

Received Thousand Six hundred and fifty two Madras Pagodas one fanams
Thirteen Cash and Interest thereon as by them in their Bill Charged
Wch these Repliants have Shewn, that the Defendant did retain
and keep back, which ought to have been brought into these Repliants
Treasury as so much Received from the said Vachavoy Jaggapetty
Zawza by the said Defendant, and therefore, that they these Repliants
are further Dammified and injured and by the Misfeasance and
breach of Trust reposed in the Defendant, and have Sustained
further Damages in the Sum of Nine Thousand Six hundred and
fifty two Madras Pagodas one fanam and fifteen Cash and Interest
thereon, from the dates at which these Repliants have charged the
said Sums to have been Received by the said Defendant-

And these Repliants do maintain that the Defendant was justly and truely indebted unto them in the manner and form by them Charged and Alledged in their said Bill and do now Stand justly and truely indebted unto them thereon, in the full and just Sum of One One hundred and two Thousand and twenty eight Star Pagodas twenty fanams, and Sixty Seven Cash.

And these Repliants say that the Matter and things contained in their said Bill of Complaint are altogether Relievable in this Honble Court without that, that any other Matter or thing in the said Defendants Answer contained Material or effectual in the Law to Replied unto Confessed or avoid traversed or denied is true-

All which Matters and things these Repliants are ready and willing to Aver Maintain and prove as this Honble Court shall direct and most humbly pray as in and by their said Bill of Complaint they have already prayed-

Mr DuPuy
Atty for Repliant

Masulipatam 10th June 1787-

Received of Rajah Row Comara Mahepetty Row Bahander Zemindar of Pettapore on to the Honble Companys Cash the Sum of Five Thousand Nine hundred and Nine Mr Pagodas and nine fanams on Account of Current Jemmabundy-

(Signed) Charles Floyer
Chief

A true Copy
(Signed) John Spalding
Secry

M. Pags 5909.9.

true Copy
Hy DuPuy
Atty Repliants

Masulipatam 10th June 1787

Received of Rajah Vencata Narsimva Apparow Bahader Zemindar of Norzed, into the Honble Companys Cash, on the following Dates, the Sum of Sixteen Thousand eight hundred forty two Madras Pagodas, Twenty Six fanams and Twenty one Cash, in full of 80000 Pagodas which he Agreed to pay in the Course of January and February last, on Account of old Balance of Pagodas, Bp 2.66: 3. 14. but not included in his Cabolliat-

1787 April 24th		2935
25th		2000
26th		1750
30th		3000
June 10th		7157. 26. 21
	M Pagodas	16842. 26. 21

true Copy
Hy DuPuy
Atty Repl.

(Signed) Charles Floyer
Chief

a true Copy
(Signed) A.a Scott Secy

Masulipatam 10th June 1787

Received of Reddy Vinea Gopal doo for Gootalah into the Honble Companys Cash the Sum of Five thousand two hundred and eighty Madras Pagodas Thirty One fanams and Sixty one Cash on Account of Current Zamnabundy -

(Signed) Charles Floyer Chief

a true Copy
(Signed) A.w Scott Secy

true Copy
Hy Du Pury
Atty Repliants

M Cap.5286.31.61.

M Cap.3151.24.

Masulipatam 10th June 1787

Received of Reddy Vinea Gopaldoo for Gootala into the Honble Companys Cash the Sum of Three thousand one hundred and fifty one M. Pagodas and Twenty four fanams, on Account of last years Jamabundy -

(Signed) Chas. Floyer Chief

Masulipatam 10th June 1787

Received of Mondapauty Rugonaut Rauza Zemindar of Corcondah into the Honble Companys Cash the Sum of Two thousand and Seven hundred Madras Pagodas on Account of Current Jamabundy -

(Signed) Charles Floyer Chief

a true Copy
(Signed) A.w Scott Secy

true Copy
Hy Du Pury
Atty Repliant

M Cap.2700

Masulipatam 10th June 1787

Received of Reddy Mungapatty Doo Zemindar of Bolavaram into the Honble Companys Cash the Sum of Eight Thousand One hundred and Seventy Seven M Pagodas twenty four fanams and Seventy five Cash on Account of Current Jamabundy -

(Signed) Chas. Floyer Chief

a true Copy
(Signed) A.w Scott Secy

true Copy
Hy Du Pury
Atty Repliant

M Cap.5286.31.61

Masulipatam 10th June 1787

Received of Reddy Narsina Doo for Cottapillee into the Honble Companys Cash the Sum of Two thousand M Pagodas on Account of Current Jamabundy -

(Signed) Charles Floyer Chief

A true Copy
(Signed) A.w Scott Secy

true Copy
Hy Du Pury
Atty Repliant

M Cap.3151.24

Filed 1st August 1789

The Rejoinder of Charles Floyer of Fort Saint George Esquire a Senior Merchant in the Service of the Honble United Company of Merchants of England trading to the East Indies Defendant to the Replication of the said United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the most Honble order of the Bath their President and Governor of Fort Saint George and its Dependencies and John Holland James Henry Casmajor and Robert Maunsell Esquires Members of their Council at Fort Saint George aforesaid Complainants —

This Defendant now and at all times hereafter saving and reserving unto himself all and all manner of benefit and Advantage of Exception to the manifest Insufficiency and uncertainty of the said Replication of the Complainants for Rejoinder thereunto Saith that this Defendant said Plea and Answer is true certain and Sufficient Law to be replied unto and further Saith as in and by his said Plea and Answer he hath already said and doth and will at all times Aver maintain and prove all and every Matter and thing therein contained to be true certain and Sufficient in such manner and for such purposes as therein is alledged and expressed And this Defendant Saith that the Replication of the said Repliants is Evasive and insufficient in the Law to be rejoined unto by this Defendant for diverse defects and imperfections therein contained and by way of further Rejoinder this Defendant Saith that he is not indebted unto the said Repliants either in the Sum of One hundred and two thousand and twenty Pagodas twenty eight fanams and Sixty Seven Cash or any other Sum whatever, and this Defendant altogether denies that the Repliants have Sustained any Damage whatever by any Misfeasance or breach of Trust of this Defendant, And this Defendant further Says and insists that the said Bill of Exchange not having been protested agreeably to the Custom of Merchants and the Law of the Land the Repliants have no right to apply to this Defendant to make

good

good the Payment thereof The act of protesting being requisite and necessary whenever any Bill of Exchange is not paid upon becoming due, This being a regular Notice to the Drawers Indorsers and all others concerned to warn them of the failer of the Person on whom the Bill is drawn to perform his Engagement and &c therefore giving them Notice to Secure themselves in the best manner that they may be able. Since they are now by the words of the Protest become liable to pay the same, but where the holder of the Bill does not think it necessary to Protest the Law supposes he means to take the risk upon himself and therefore he does not declare to the World by a formal Protest that he holds the Indorsers and others liable to him for the Amount agreeable to the Doctrine of Protest upon Ships and other Cases in which if the party neglects to ascertain his particular Situation by a formal protest the Law of course supposes he does not mean to derive any Advantage from such his Situation and does not accordingly &c grant him that Protection to which had he protested he might lawfully have been entitled to. So that this Defendant insists that the said Bills of Exchange not being formally protested agreeably to the Law of Merchants in such Cases Established the want thereof is a good and Sufficient Bar to the present Action of the Repliants and cannot now be Supplied by any Assertion or other charge whatever to the contrary And this Defendant for further Rejoinder Says and insists that Notwithstanding any thing alledged to the contrary by the Repliants in their said Replication concerning any Custom by them used of not protesting Bills of Exchange Remitted to their Presidencies from their Subordinate factories Yet this Custom if such exists which this Defendant does by no means admit can only prove to this Honble Court that it has not been the Custom for the said Repliants to Consider the Persons taking such Bills being constantly their own Servants and Representatives / liable for any Deficiency in the payment &c thereof, but if at any time the Repliants should think proper to vary this Custom in one Particular and charge their Servants with any Deficiency that may arise in the Payment of the Bill of Exchange they happen to take and resort to

C

Law to inforce them to make good that Deficiency there can be no doubt but the relative Situation of the Repliants and their Servants and every Custom and Usage founded thereon totally Ceases and the Repliants are driven to prove that they have in every Respective complied with the Rules the Law in such Cases prescribes. before they can entitle themselves to the benefit of that remedy the Law affords The Repliants as this Defendant humbly conceives are as much in this respect to be considered as Merchants as the Lowest Individual of that description and that therefore they shall not be admitted to Say that they or any of their Representatives are not bound by the Law of Merchants which respecting Bills of Exchange is clearly and precisely ascertained as well in India as in Europe and by that it is universally Declared by all trading Nations and People where Bills of Exchange are known that in Case of Non-payment they must be protested and returned as soon as Conveniently may be to the Persons from whom they were received. and this Defendant for further Rejoinder Says that neither did the Repliants Protest the said three Bills of Exchange as they ought by Law to have done in Order to have charged this Defendants with the Amount thereof nor did they return the said Bills as soon as by Law they ought to have done, but they kept the same without Protesting for a Considerable Space of time as this Defendant has before shewn in his Answer, and in the mean time one of the Drawers of the said Bills of Exchange departed this Life and his Estate became Insolvent as he Shall in due time prove so that it is not only directly &c contrary to Equity and Justice and therefore this Defendant is well and fully entitled to plead the want of such Protest in Bar to the said Action so far as the same is founded on the Non-payment of the said Bills of

Exchange

good the Payment thereof The act of protesting being requisite and necessary whenever any Bill of Exchange is not paid upon becoming due, This being a regular Notice to the Drawers Indorsers and all others concerned to warn them of the failer of the Person on whom the Bill is drawn to perform his Engagement and of therefore giving them Notice to Secure themselves in the best manner that they may be able Since they are now by the words of the Protest become liable to pay the same, but where the holder of the Bill does not think it necessary to Protest the Law supposes he means to take the risk upon himself and therefore he does not declare to the World by a formal Protest that he holds the Indorsers and others liable to him for the Amount agreeable to the Doctrine of Protest upon Ships and other Cases in which if the party neglects to ascertain his particular Situation by a formal protest the Law of course supposes he does not mean to derive any Advantage from such his Situation and does not accordingly or grant him that Protection to which had he protested he might lawfully have been entitled to So that this Defendant insists that the said Bills of Exchange not being formally protested agreeably to the Law of Merchants in such Cases Established the want thereof is a good and Sufficient Bar to the present Action of the Repliants and cannot now be Supplied by any Assertion or other charge whatever to the contrary And this Defendant for further Rejoinder Says and insists that Notwithstanding anything alledged to the contrary by the Repliants in their said Replication concerning any Custom by them used of not protesting Bills of Exchange remitted to their Presidencies from their Subordinate factories Yet this Custom if such exists which this Defendant does by no means admit can only prove to this Honble Court that it has not been the Custom for the said Repliants to Consider the Persons taking such Bills being constantly their own Servants and Representatives / liable for any Deficiency in the payment of thereof. but if at any time the Repliants should think proper to vary this Custom in one Particular and charge their Servants with any Deficiency that may arise in the Payment of the Bill of Exchange they happen to take and resort to

Law

Law to inforce them to make good that Deficiency there can be no doubt but the relative Situation of the Repliants and their Servants and every Custom and Usage founded thereon totally Ceases and the Repliants are driven to prove that they have in every respective complied with the Rules the Law in such Cases prescribes. before they can entitle themselves to the benefit of that remedy the Law affords The Repliants as this Defendant humbly conceives are as much in this respect to be considered as Merchants as the Lowest Individuals of that description and that therefore they shall not be admitted to Say that they or any of their Representatives are not bound by the Law of Merchants which respecting Bills of Exchange is clearly and precisely ascertained as well in India as in Europe and by that it is universally Declared by all trading Nations and People where Bills of Exchange are known that in Case of Non-payment they must be protested and returned as soon as Conveniently may be to the Persons from whom they were received. and this Defendant for further Rejoinder Says that neither did the Repliants Protest the said three Bills of Exchange as they ought by Law to have done in Order to have charged this Defendants with the Amount thereof nor did they return the said Bills as soon as by Law they ought to have done, but they kept the same without Protesting for a Considerable Space of time as this Defendants has before shewn in his Answer. and in the mean time one of the Drawers of the said Bills of Exchange departed this Life and his Estate became Insolvent as he Shall in due time prove so that it is not only directly contrary to Equity and Justice and therefore this Defendant is well and fully entitled to plead the want of such Protest in Bar to the said Action so far as the same is founded on the Non; payment of the said Bills of

Exchange

Exchange and this Defendant does against plead the same in Bar thereto and pray that he may be hence dismissed with his reasonable Costs in this behalf most wrongfully Sustained. And this Defendant by no means waving his said Pleas but fully relying thereupon for further Rejoinder to the said Replication Says that he admitts that as Chief of their Council of the Subordinate Settlement or Factory of Masulipatam it was his Duty to be the Repliants Cash Keeper and Treasurer for that Districts, but he does not by any means Admit that he executed this Duty independently of the Repliants other Members of Council of their said factory of Masulipatam as is most erroniously Stated by the Repliants in their Replication. On the Contrary this Defendant Says and insists and Such is well known to be the general Usage and Custom of the Repliants Service in all their Subordinate factories throughout India. That the Chief is meerely the Instrument to receive under the Controul and immediate Directions of the Council to whom from time to time he constantly reports the Receipts and Issues of all Money received and Disbursed and At the end of every Month he delivers into Council a regular Cash Account of all Transactions of that Month and Balance Stated of all such Sums of Money as may be remaining in his hands and this Account so stated it is their Duty and Constant Practice minutely to Examine and Investigate and either approve or Disapprove as they may See Occasion. but their Account once passed and the Balance allowed to be right all or Responsibility for that Month must of Course be at an End with the Chief individually and becomes vested in the Members of Council at Large who by this Act of examining and approving each respective Cash

Account

Account it their own, and virtually acknowledged that they received the Several Sums of Money therein credited and that they paid the several Sums of Money therein debited and that the Balance of the Account is remaining in their hands and this Defendant says that agreeably to this long Established Custom he did while he was Chief of the Council of Masulipatam regularly Submit his Monthly Cash accounts to the Investigation and Approval of the Members of the Repliants Council who in Such their Capacities & Constantly approved of the Same and Consequently acquitted this Defendant of all Personal Responsibility and took the Same upon themselves at large and if the Repliants Concern that there has been any Mismanagement thereof / which however this Defendant does by no means admit / they ought not to have proceeded for the Recovery of it from this Defendant alone but from all the Members of Council of Masulipatam, And this Defendant for further Rejoinder Says and insists as in his Answer he has already said that it certainly was his unremitting objects to give as much assistance in pecuniary Matters as was in his power to the Presidency at Fort St George by throwing all possible Supplies of Money into the Repliants Treasury there, and in support of this Assertion this Defendant humbly presumes that it is not irregular to State this Honble Court the Remittances he actually made in the Month of June One thousand Seven hundred & Eighty Six in the manner he has done in his said Answer nor did he insert the Mention of them therein for any other purpose or with any other View, whatever than merely to prove to this Honble Court that he has not been So undeserving a Servant of the Repliants or so inattentive to their

Interest

Exchange and this Defendant does against plead the same in Bar thereto and pray that he may be hence dismissed with his reasonable Costs in this behalf most wrongfully Sustained. And this Defendant by no means waving his said Pleas but fully relying thereupon for further Rejoinder to the said Replication Says that he admitts that as Chief of their Council of the Subordinate Settlement or Factory of Masulipatam it was his Duty to be the Repliants Cash Keeper and Treasurer for that District, but he does not by any means Admit that he executed this Duty independently of the Repliants other Members of Council of their said factory of Masulipatam as is most erroniously Stated by the Repliants in their Replication. On the Contrary this Defendant Says and insist and Such is well known to be the general Usage and Custom of the Repliants Service in all their Subordinate factories throughout India. that the Chief is meerely the Instrument to receive under the Controul and immediate Directions of the Council to whom from time to time he constantly reports the Receipts and Issues of all Money received and Disbursed and At the end of every Month he delivers into Council a regular Cash Account of all Transactions of that Month and Balance Stated of all such Sums of Money as may be remaining in his hands and this Account so stated it is their Duty and Constant Practice minutely to Examine and Investigate and either approve or Disapprove as they may See Occasion. but their Account once passed and the Balance allowed to be right all or Responsibility for that Month must of Course be at an End with the Chief individually and becomes vested in the Members of Council at Large who by this Act of examining and approving each respective Cash

Account

Account in their own, and virtually acknowledged they they received the Several Sums of Money therein, credited and that they paid the several Sums of Money therein debited and that the Balance of the Account is remaining in their hands and this Defendant says that agreeably to this long Established Custom he did while he was Chief of the Council of Masulipatam regularly Submit his Monthly Cash accounts to the Investigation and Approval of the Members of the Repliants Council who in Such their Capacities & Constantly approved of the Same and Consequently acquitted this Defendant of all Personal Responsibility and took the Same upon themselves at large and if the Repliants Concern that there has been any Mismanagement thereof / which however this Defendant does by no means admit / they ought not to have proceeded for the Recovery of it from this Defendant alone but from all the Members of Council of Masulipatam, And this Defendant for further Rejoinder Says and insists as in his Answer he has already said that it certainly was his unremitting objects to give as much assistance in pecuniary Matters as was in his power to the Presidency at Fort St George by throwing all possible Supplies of Money into the Repliants Treasury there, and in support of this Assertion this Defendant humbly presumes that it is not irregular to State this Honble Court the Remittances he actually made in the Month of June One thousand Seven hundred & Eighty Six in the manner he has done in his said Answer nor did he insert the Mention of them therein for any other purpose or with any other View. whatever than merely to prove to this Honble Court that he has not been So undeserving a Servant of the Repliants or so inattentive to their

Interest

Interest as their Bill of Complaint seems intended to intimate, He has & Solemnly affirmed in his Answer who not Sworn to is Attested by his own Signature that it was his unremitting Object to give every pecuniary Assistance in his power the Repliants in their Replication have Denied it and the best possible proof that can be adduced to prove is surely without a Doubt a Statement of the Remittances actually made And this Defendant for further Rejoinder says and insists that the Minute delivered in by him on the Thirteenth day of June One thousand Seven hundred and Eighty Six was not done with any other view than a fair honest and Laudable Intention to Shew his Zeal and alacrity in complying with the Requisitions of the Repliants president and Council of Fort Saint George to furnish them with Speedy Supplies of Cash. and which from his Recent Situation as a Member of their Board he was well enabled to know they stood much in need of, but no other view could Possibly be looked to by the Defendant in delivering in this Minute as it did not in any Shape whatever enlarge the Authority he before possessed— It was his province as Chief as it had Constantly been before of all his Predecessors to take the Lead in carrying all the Orders of their Superiors into Execution when their Orders were to procure Remittances, it was the Constant & Duty of the Chief to procure them, but always Subject to the Controul and Approbation of the other Members of Council to whom these Remittance whether by Bill or otherwise were invariably Submitted previously to their being sent this had been the Constant Practice of the Repliants Chief at their said Factory at Masulipatam, and with this Long established Practice did & this Defendant unvariably comply, he took no Bills, he made no Remittance he Disbursed no Money without the Individual Consent and Approbation of

of each respective Members of the Repliants Council and when the Bills or other Remittances were agreed on by their Council thereand not till then were the same Transmitted to the President in Council at Fort St George inclosed in Letters particularly describing the Remittances sent and these Letters were always perused examined and Subscribed with the Respective Signatures of each Member of the Council— And this Defendant Says that as he did not in this his Minute presume to ask for any power he did not before possess the Repliants are not founded in Charging him with an Attempt to Obtain such Powers and as in fact he did not exercise other Powers than such as all his Predecessors had ever before exercised by the very nature of their Appointment and with the Approbation of the Repliants in Council at Fort Saint George this Defendant ought not he humbly presumes to be charged with having Committed any illegal acts or with incurring thereby any Responsibility, Since the Authority he exercised was neither delegated by the Council or Assumed by himself, but was part of that Authority he become immediately vested with by his very Appointment to the Chiefship of Masulipatam. And this Defendant further Rejoining doth therefore say and insists that the Defendant did not accept of the said three Bills of Exchange or of any or either of them without the Concurrence Consent and Joint Acceptance of the said Council but with the same And this Defendant also insists that the said Minute of this Defendant did not in the remotest manner make the & Smallest Difference with respect to the taking Circulating and approving of the said Bills by the Council but the same was conducted exactly in the & same manner and Subjected to the same Controul of every Members of the

Repliants

Repliants Council as they were had been in any former Chiefships, and which the Repliants do indeed in their very Replication admit by Stating that they were circulated for the Signature of the Members of the Council which very Act alone involves the Concurrence Consent and Acceptance of the Members of Council and therefore the Repliants evidently contradict themselves by the very words of their Replication. And this Defendant for further Rejoinder Says that it appears unnessary to him again so often to repeat merely what he has herein before Stated as well as in his Answer but in Order to Pursue the words of the Replication and meet every Possible Charge that can be brought against him of any indirect View whatever being &c. intended by the said Minute he does absolutely Deny that he Solicited or used any means whatever to induce the said Council to delegate &c. to him any Power whatever what he did not before possess and therefore any Such Solicitation or the use of any other means on his part to Procure such Deligation and any such Deligation on their part &c. must be altogether useless but he owns he did urge them in the most &c. pointed manner in his said Minute to make every possible Remittance &c. they could to the Presidency and he calls upon the Repliants to declare whether their Affairs did not then stand in need of it; and whether he was not best Answering the Purpose of his Mission to Masulipatam by such Representatives which this Defendant insists is the only fact the said Minute was formed for and the only Object intended to be Obtained by it And this Defendant further Rejoining Says and insists that the fact &c. is as he has Stated it in his said Answer that the other Members of Council having been longer at Masulipatam than he had been it was natural to

Suppose

Suppose that they must have a more perfect and intimate knowledge of the credit and respectability of the Person who granted Bills of Exchange on Account of the Repliants than the Defendant could possibly pretend to have from his Short Residence there, and this Defendant Says and insists that they really had. And this Defendant altogether denies that he did procure the Sole Power of taking Bills of Exchange or did procure or assume or ever exercise During his Chiefship, but such as had been always inherit in the Appointment and had been Constantly exercised by all his Predecessors and therefore the Premises not being as the Repliants have Stated the Conclusion must of course fall to the ground and this Defendant can in no Sense whatever or by any mode of reasoning or Argument be Solely Responsible for acts which he did not do Solely. And this Defendant further rejoining &c. Absolutely denies that the Bills taken every any of them either drawn or &c. procured to be drawn by any Dubash or Confidential Servant of this Defendant These Bills as well as all the other Remittances that had been did of course pass thro the hands of the Repliants Native Interpreter or &c. Dubash who is their Servant and imployed and paid by them and was not by any means in the Service or Employment of this Defendant. And this Defendant Says that he could have no reason, nor had the other &c. Members of Council any reason to Suspect they could not be paid as several other Bills drawn on and by the Same persons and in the same manner &c. had been before regularly paid as they become due and the Repliants &c. President in Council at Fort Saint George had approved of their being

taken.

taken - And this Defendant denies that the said Juggapah Buvilaloo is so much in Arrear with the Repliants as they have Stated in their Bill of Compl.t but the Balance really due to them is stated in this Defendants Answers. but allowing that he was as much in Arrear as the Repliants charge yet that could be no Sufficient reason for his not taking the Bills of Exchange as it was nothing more than making use of him as the Channel of or Remittance, he was nothing in fact more than the Carrier of Money Received by him on the Repliants Account at Masulipatam to be Delivered to them at Fort Saint George he had repeatedly performed this Trust & before with punctuality and exactness and there was no reason to doubt his doing it now, And he did not so far that all the Bills were regularly accepted by which the Persons they were drawn on engaged to pay them - And this Defendant further Rejoining Says that as the Minute of this & Defendant of the thirteenth of June One thousand Seven hundred and & Eighty Six is by the Repliants own Acknowledgement best explained by the Subsequent Acts of this Defendant and as those acts are to be the Commentary to clear up any doubts in the Text this Defendant may fairly refer to the many and large Remittances that were made during his Chiefship to their President in Council at Fort St George and ask if these Remittances were not fully explanatory of his Intentions he may also call to their Remmberance that no new powers were either acted assumed deligated or exercised by this Defendant in Consequence of this Minute and he may recur to the Words of the Minute itself which proposes to accept of such Bills of Exchange only with the Approbation of the Members of the Council and without such Approbation he never

did

did in fact accept of any, and this Defendant further insists that the Letter M annexed to this Defendants Answer was as much addressed to the other Members of the Council as to this Defendant and therefore he could not be alone responsible individually but jointly with the other Members to & whom it was addressed, which joint Responsibility no Circumstance however Stated by the Repliants can ever do way If the procurement of the Bills to be remitted did by Virtue of his Appointment in the first place belong to the Defendant Every Subsequent act attending them belonged equally so to the Council they either concurred in their Procurement or might dessent from it, and their being procured was no Advance whatever to their being taken or the Money being paid for them which could not in any Possible Event take place and which did not in fact in any event take place without the Concurrent Individual Acceptance Approbation and delivered Act of each Member of the Council Testified by their respective Signatures to the & Proceedings Remaining of Record at Masulipatam and by their Letters to the President in Council at Fort Saint George which were also Signed by their Respective Signatures and are now remaining of Record here to both which this Defendant humbly prays leave to refer as the best possible proof he can adduce of what he now insists on - And this & Defendant for further Rejoinder Says and insists that the Repliants have brought their Bill of Complaint and founded their Action at Law upon the Non payment of certain Bills of Exchange the Amount of what they Seek to recover from the Defendant they must alledge and prove, that they have not only received these Bills of Exchange from the Defendant alone but they must also prove that they used all possible -

Deligence

Defendant or that of the Repliants it being a matter of opinion merely which had not been then and is not yet Settled and adjusted between the said Juggapah and the Repliants. This Defendant also Says and insists that the Said Juggapah was often in much greater Arrears in other Chiefships than he was in during this Defendants Chiefship or at the close of it. and he Says further than many former Renters of the Same Country have been in much greater Arrears than the said Juggapah at present owes. and such arrears have never been paid or at least but a very Small part thereof to the Repliants. So that even allowing the arrears to be as great as the Repliants charge there is nothing new or extraordinary in the matter, and no Reason whatever can make this Defendant more or Responsible for it that his Predecessors. And this Defendant further Says that it is well known the Said Juggapah has been long or inattentive to his Affairs and from the Dessions and Disputes in his family he has too much neglected all his own Concerns in Attending to theirs and this Defendant further Rejoining doth insists as in his Answer he has at Large explained that he did lend and Advance unto the Said Juggapah at Several different or times Considerable Sums of Money to enable him to make payments in part of what was due from him to the Repliants. and he also insists that their Records will shew the same, and this Defendant insists that he did often in the most pressing terms make Demands of the said Juggapah on

account-

Accounts of the Repliants and the said Juggapah did from time to time make Considerable Payments thro this Defendant and the other Members of Council to the Repliants as will appear by their own Records. And this Defendant says and insists that a Considerable part of what the Repliants Claim being disputed by the said Juggapah who only allows the Balance stated by this Defendant in his Answer to be really due to them the Liquidation of that Balance did not depend upon any Demands this Defendant could make but must be or Settled between the said Juggapah and the Repliants themselves and these disputed Sums being deducted from the Balance due it will appear that the arrears really allowed to be due by the said Juggapah and which alone the Defendant and his Council could in Justice and Equity urge the Payment of without a reference to the Governor in Council does not exceed the Sum of Five thousand Pagodas. And this Defendant further Says that by the express Direction of the or Repliants President in Council at Fort Saint George addressed to or their Chief and Council at Masulipatnam as well as by virtue of the appointments they severally held, it was not the Individual duty of or this Defendant but the Joint and undivided Duty of the whole or Council together to Demand the Debt of the said Juggapah or and therefore if any Responsible is incurred which this Defendant altogether denies it must be incurred by the Council at large and not by this Defendant who was only a Single Member thereof and tho he was at the head of that Board he was not thereby vested

with

with any distinct powers as the Repliants Presidents are in their &c
Principal Presidences by a late act of Parlament but he had merely
a Single voice and that voice might be silenced by the Negatives
of a Majority of the other Members and this Defendant again insists
that he never did enbou into any Money Transactions with the said &c
Juggapah to this Defendants own private benefit and Advantage and
to the Evident and certain Injury of the Repliants and this Defendant
doth insists that the Several Sums of Money charged to have been paid
by this Defendant to the said Juggapah was really and bonafide Money
lent and paid for the purpose of enabling the said Juggapah to pay
his arrears Due to the Repliants and not otherwise or in any other
manner whatsoever And this Defendant says further insists that it
is a Strange kind of Argument the Repliants make use of respecting
the Singularity of the Sums charged to be lent to the said Juggapah
for they Say that the Singularity of the Sums is intended to make the
Transactions appear fair and regular and yet they Say this very &c
Singularity makes them appear not fair and regular so that if what they
Say be true the Defendant has fixed upon this particular Sums for the
very Purpose of proving that the Transactions was not regular and
this Defendant says and insists that however Singular the Sum may
appear it is proved by an Account annext to this Defendants Answer
and Stated between the said Juggapah and this Defendant that
the said Several Sums of Money were really advanced and lent
by this Defendant to the said Juggapah and he will in due &c

Time

Time fully prove to the entire Satisfaction of this Honble Court
that every Item of the said Account was truely and bonefide paid
and Received as is therein and the same also appears evident
by the Signature of the said Juggapah thereto. This Defendant
does not pretend to charge that the every Sum for which he gave
his Notes of hand were all exactly paid by the said Juggapah
to the Repliants but he again Says and insists that the Principal
part was and this Defendant further Beginning Says that he
really does not understand what the Repliants wish to intimate by
Stating that he exercised any improper Influence to enduce the said
Juggapah to alloud a Credit to be given him, this Defendant
humbly presumes that if he really paid the Money it was right
he Should have Credit for it he did not it was certainly a very
uncommon mode of exerting the Influence he is charged with possessing
to Persuade the said Juggapah to allow a Credit to be given him
for Money he had not paid. And as to the Probability of this
Defendants lending him the said Sums of Money that Surely is no
Argument against a plain fact acknowledged by the Person who is
most interested to Disavow it, and which will hereafter also appear
to be proved by other Sufficient Evidence It is also observable
that this Money was lent them for the Purpose of lessening those
arrears which so embarrassed his Circumstances and therefore the
Arguments drawn from his Embarrassments lose much of

is

and this Defendant obsolutely denies that any Transactions he ever had with the said Juggapah could ever in any manner affect the Repliants and as to the Several Sums of Money stated in his Account Annexed to this Defendants Answer the Defendant has already insisted That the Same were all charges for Money or Merchandize given really and bonafide by this Defendant to the said Juggapah as he will hereafter fully prove and he obsolutely denies that the value of the Consolidated Bonds of his Highness the Nabob was less than the Price they were Sold for which was not much more Considering the time allowed for Payment of the purchase Money and that in the mean time the Interest was to be calculated at the rate of Eight per Cent instead of the Legal Interest of Twelve per Cent per Annum than fifty Pagodas for every Pagoda for every One hundred Pagodas a deduction which Considering the present respectable footing their Payment is Placed on under the Sanction of the British Legislature as well as of the Repliants they will not it is humbly presumed pretend to Say is unreasonable And this Defendant does in fact Aver that he did not by any means Consider the Bargain any way profitable to him or on his fortune bettered by the Transaction but as he was determined to return to Europe it was his only Motive for parting with this Concern and he insists he did not receive any more for it than what to a Native and President in India it was reasonably worth Considering that the Sale was made upon Credit And this Defendant doth insist

That

that Sale was made upon Credit- and this Defendant doth insist that he has been a Sufferer by the said Juggapah as will appear by the Balance of his Account with the said Juggapah And in regard to the said pretended Claim of the said Juggapah and the Cross Bill which he thought proper to file thereon the Same is fully refuted by this Defendant in his Answer thereunto filed in this Honble Court and remaining of Record among its Proceedings whereby this Defendant clearly Evinces that the Balance charged in his Original Bill of Complaint was really and truely due from the said Juggapah to this Defendant- And this Defendant further says that as the Repliants admit that their Directions were to this Defendant and the other Members of Council jointly to urge the said Juggapah to discharge his Arrears it follows of Course that they also admit that if any person was to be blamed and any Responsibility Incurred from not pursuing their Directions or taking afterwards the Bill in question. it cannot be this Defendant alone who is become Responsible but all the Members of Council jointly- And this Defendant doth obsolutely deny that the said Several Sums of Money or any or either of them mentioned and referred to by the Repliants in their Said Replication are not fully already explained and Accounted for in this Defendants Answer. And he begs leave to Refer thereto for the Same and this Defendant

Says

Says and insists that he has already fully explained and he trusts to the Satisfaction of this Honble Court the terms of the purchase and Sale of the said Consolidated Bonds and he insists that the Price given for them was fair and reasonable and the time and mode of Payment easy and Beneficial to the Purchaser and that instead of being a Gainer by the Bargain he was a Considerable loser and he had no other View whatever therein than that of Disposing of and realizing at a fair and reasonable Price a Considerable part of his Property &c which as he wished to return to Europe he was unwilling to leave behind And he insists he Can readely prove that the Bargain was a fair and reasonable one and that the Price he received was not more than they were reasonably worth. And this was so much the fact and this Defendants Intentions respecting the said Transactions were so fair and reasonable one and that the Price he received was not more than they were reasonably worth And this was so much the fact And this was so much the fact And this was so much the fact and this Defendants Intentions Respecting the said Transactions ever so fair and honorable that the truth really is that this Defendant offered to Repurchase the said Bonds again from the said Juggapah at the terms he had purchased them from this Defendant which the said Juggapah refused. and this Defendant will in due time prove to the Satisfaction of this Hon^ble Court. And this Defendant further rejoining Says that

that the real and true State of the Transaction respecting the said Bills of Exchange is fully explained already in his Answer and need not here be repeated and he insists that the Same was a Real fair and honest Negotiation in which the Repliants were not any way affected or the fortune or Credit of the said Juggapah in any manner impaired and this Defendant insists that the said Juggapah did really and truely receive the full Value of the said two Bills of Exchange of fifteen thousand Pagodas each and this fact Cannot be done away by any Misrepresentation or Arguments &c however laboured or ingenious or by involving the fact as the &c Repliants seems desirous of Doing with Transactions which are totally foreign. This Defendant Says and insists that altho the Question between them as to this part of the Proceedings being whether the said Juggapah did or did not receive Value for the Bills he gave the Repliants is not in issue yet the Defendant and insists he did as in his Answer he has already said and he will in due time fully prove the same to the Satisfaction of this Honble Court and this Defendant absolutely denies that he or any body for him ever did take Money of the Repliants out of their Treasury and Apply it to his own private Account as is most untruely Suggested by the Repliants but which this Defendant

Denies

Defies them to prove, and again repeats and insists that he ever has faithfully and honestly accounted for every Pagoda he ever received on their Account as will appear by their Records and Proceedings and will also hereafter fully appear - and this Defendant Says and insists that as the said two Bills of fifteen Thousand ⅝ Pagodas each ever regularly received approved and accepted by the Council of the Repliants at Masulipatam in the same manner as all the other Bills were this Defendant is warranted in Supposing it very Probable that they would have been taken in the same manner as they have been, whether this Defendant had been the Chief there or not the Acts of Receiving approving and accepting of all Bills having always vested in the Council at large and being therefore not Solely under the Mannagement and direction of the Chief who could not take any Bills therein without the full Concurrence of the Majority of the Council. And this Defendant again Says and insists that the Repliants could not expect that Bills of Exchange Could have been procured by himself and the said Council without Paying the Amount of the Purchase Money for the Same, and he insists that the Same was in fact Constantly Paid to the respective Drawers thereof previous to their being received as it is natural to Suppose must be the Case and as all Bills must by Law Declare upon the face of them - And this Defendant further Says and insists that the Repliants do most untruely Assert that the

Bill

Bill of Exchange drawn by Pauliah was not known of by the Repliants Council untill its being returned as it is well known that is could not be Transmitted in any other manner than thro them - And this Defendant insists that he has fully spoken to every material Circumstance respecting this as well as the other two Bills of Exchange in his said Answer. And this Defendant Says that it must be obvious to every one that if there had been any Circumstance Respecting the said Bill which this Defendant might wish to Conceal this Defendant instead of being Solicitious to have it returned ⅝ whould have is Suppressed and his Exertion to have the Bill put upon a Secure footing by retaining the Money till the Bill had been honored with that Acceptance for the want of which it had been returned was Surely as good away as he could well adopt - and if he had been Informed by the Drawn that the Bill would be accepted when returned it was Surely his Duty to report this to the other Members of Council that they might Determine whether it should retained or not. And this Defendant admits that had the Amount been paid to the Drawer upon any pretended Advice of the Bills being accepted which are the Words the Repliants make use of he certainly should have done wrong but when the Bill was really accepted as is well known to have been the Case and the Person drawn on thereby become liable to pay the Amount. Surely the Council were then justified in ordering

The

The Amount to be paid and he as acting under them in obeying their Orders and there could not be any Objections made to the Acceptance the only possible Question that need be Answered is whether it was binding upon the Person on whom it is drawn for if it was it must certainly be Legal and the Repliants will not pretended to Say that the Person who has accepted it is not bound to pay it. And in regard to the Money being Detained in the Treasury and not issued this Defendant insists that it was detained and not issued till after Advice was Received at Masulipatam of the Bills being Accepted at Madras. And this Defendant must Say and insists that Bills of the Same Nature and with the Same names having been before regularly paid was Surely a probable Ground of belief that the Present would be also paid and therefore a Justification of the Council acceptance of those. And this Defendant Says and insists in the most direct terms that he did not know that the Bills would not be paid and that the Repliants did by no means take Such Measures, as they ought to have done to procure the Payment either by Endeavouring in a legal manner to enforce the Payment from the Acceptors at Madras or by protesting and immediately returning them to enable their Council at Masulipatam to enforce the Payment there but instead thereof the Repliants President in Council at Fort Saint George kept the Bills for a Considerable

Time

Time without Protesting and when they did return them the Drawer of the first Bill was dead and his Estate said to be Insolvent which generally is the Case on the Death of Native from the fraudulent and Mercenary Views of their Representatives who wish to retain in there own hands all the Property that the Deceased dies possessed of So that there was a Manifeast Loss and Neglect on the part of the Repliants President in Council at Fort St George by which if there is a Loss it has been altogether Occasioned and not by any fault or neglect of this Defendant or the other Members of Council at Masulapatam. And this Defendant also Says that the said Juggapah being admitted to be the Interpreter or Dubash of the Repliants and long in the Execution of that Trust at Masulipatam it follows of course that all Communications and Payments from the Natives must be made thro him this Defendant Admits that Jointly with the Council and as the first Executive Member of that Board he had the Custody of the Repliants Cash but this Defendant Says and insists and indeed it must be obvious from the nature of the Things itself that merely the Keeping of the Cash under the Controul of the said Council could not prevent the said Juggapah from receiving many Sums of Money and not accounting for it till long after. if the persons who paid the Money had a Confidence in him it was at their Option to do it at any time, and it was totally out of the Power of this Defendant or of any other or all the Members of Council to prevent it, it was Sufficient for them and indeed all the

Repliants

Repliants could except that he ded account and give Credit in the
Cash Account of the said Repliants for whatever Sums of Money they
actually did receive for account of the Repliants. and this Defendant
Says that as this Defendant had not any Commercial Concerns
in the Country or any Money lent out at Interest he had no occasion
to Employ the said Juggapah or any other Person whatever in
transacting his private affairs as his Head Dubash or Confidential
Servant, and the fact is that he never did so employ any Person
whatever as it Surely cannot be Considered under that Discription his
granting Orders upon him for the Payment of his House Expences
and other Occasional Disbursements as appear in their Account Current
and more Particularly as during the whole time of his Cheefship
the said Juggapah continued Constantly in Debt to this Defendant
he therefore did not employ him otherwise than as the Repliants
publick Dubash which it is well known he exercised long before
this Defendants Appointment to Masulipatam and just in the same
manner as the said Juggapah exercised this Appointment in the
time of this Defendants predecessors did he exercise it in his
time and not otherwise in any respect whatever – And this Defendant
Says that he has before fully explained as he humbly Conceives
in what manner the said Juggapah might receive Sums of
Money to any Amount that the native Tributaries might think
proper to pay him and which this Defendant nor any of the

Council

Council could not at the time know or have the least Suspecion of
until the person who paid the Money required a Receipt and if then the
Money was forthcoming it might never have been known at all at what
time it had been received by the said Juggapah, And this Defendant
Says and insists that this was really the Case in the present Instance
and that the said Sum of forty three thousand two hundred and Eighty
three Madras Pagodas four fanams and Seventy Seven Cash was
actually received in this manner by the said Juggapah without
this Defendants Smallest knowledge or Concurrence at Several
Different times from Different People and without any Knowledge
Consent or Approbation of this Defendant and this Defendant also
Says and insists as in his Answer he has already said that the
Several Sums of Money making together the said Sum of Forty
three thousand two hundred and Eighty three Madras Pagodas four
fanams and Seventy Seven Cash were actually received and
Appropriated by the said Juggapah two, three four and five Months
previous to the Dates of the Bill of Exchange alluded to by the
Repliants – And this Defendant further Says that being entirely
ignorant of any such Sums having received by Juggapah and
it having been the Constant Custom as well of this Defendant
as of his Predecessors in the Cheefship to grant their own Receipts
on Account of the Repliants for all such Payments as are made
into their Treasury – and the Zemindars and Renters well knowing

Thereof

thereof and that no other Document was Sufficient for their Discharge but these Receipts of the Chiefs and in the Case in Question of this Defendant the said Zemindars or Renters not having made any Complaint or Representation to him as Chief or to any of the Council of having made Payments thro the hands of Juggapah without having obtained the Chiefs Receipts for the Same as usual. it would be Cruel unjust and illegal to hold this Defendant or the Council at Masulipatnam Responsible for Money this Collusively said to have been received by the said Juggapah - And this Defendant Says that in regard to the Repliants Copies whereof are annexed to the Repliants Replication and prayed to be apart thereof it appears upon Inspection that they all bear the Same date being the Tenth day of June One Thousand Seven hundred and Eighty Six. And this Defendant Says that upon the arrival of the Orders for this Defendants removal from his Chiefship being on the Evening before he Signed the said Receipts the said Juggapah informed him of his having received this Money and having been obliged from his distresses to apply it in discharge of Some pressing Demands he had against him and he requested this Defendant to grant Receipts to the different Persons from whom he had Received it and he the said Juggapah would give him a Bill of Exchange for the whole Amount in favor of the Presidency at Fort

Fort St. George for the Payment of which he would take care to provide Sufficient funds before the Bills Should become due, much Surprised at this Communication this Defendant declared his Strong Disapprobation of Juggapahs having thus Disposed of the Money he had received on Account of the Repliants and therefore this Defendant Refused to grant Receipts or to accept the Bill of Exchange which Juggapah had tendered, but the next Morning the said Juggapah again Sent to this Defendant to Solicit he would grant these Receipts informing this Defendant that the Zemindars and Renters were exceedingly Clamorous and it would be his entire Ruin if he did not Comply with his Request, and he gave him at the Same time the Strongest Assurances that the Bill he Should Draw would be punctually paid. This Defendant now perceiving that there was no Alternative that the Money was not forthcoming and that the Persons who had paid it might perhaps Dispute the Payment of it again and that it was better to take this Bill of Exchange than having thought it proper to Consult with Mr. Scot the Repliants Secretary to their Council at Masulipatam on the best Step to be taken and Mr. Scot being inclained to think that it was best to take the Bill and give the Receipts he did So Accordingly and the regular Entries were made under the Inspections of Mr. Scot in the Repliants Cash Accounts that is to Say Fort St. George Account Current was debited for the Amount of this

Bill

Bill of Exchange and the Several hands of Zemendars &c. from whom Juggapah had received the Money were credited agreeably to the Receipts And this Defendant further Saith that these Cash Accounts with these Entries together with the said Bill of Exchange and Balance of Cash were handed over. Immediately afterwards that is to Say in little more than one hour by this Defendant upon his giving over the Chiefship to James Hodges the Senier Civil Servant and then to be the acting Chief and Council with a Minute of this Defendant upon the Occasion to which he desirous leave to refer This Defendant Says that immediately after the New acting Chief and Council adjourned from the House where this Defendant lived being the Company's Garden House to the House of the said Mr Hodges and there Sat in Council and Proceeded upon Business. And this Defendant Says that the Cash Account with the Entries as well as the Bill of Exchange being before them and Mr Scot their Secretary who had known all the Circumstances about the Bills being taken being also present they had every Opportunity they could have of enquiring into the Transactions and either accordingly the Bill or not as they thought most adviseable and as they thought proper to accept the Bill without any Minute or remark thereon this Defendant thinks he is fully justified in having granted the Receipts referred to as it appeared to him as well as to Mr Scot the Repliants Secretary that it was the best thing could be done as Matters then stood and no Objections was afterwards made thereto by the Succeeding &c.

Chief

Chief and Council while this Defendant was present at Masulipatam and the matter it had met with their Disapprobation might have been rectified And this Defendant further Saith that the Extract of the Letter alluded to by the Repliants is written in so loose a manner and speaks of so Different a Sum of Money that without Seeing the whole Letter it is not easy to make out what it refers to and all that this Defendant can Say about the Transaction is that the particulars of it as Stated now by this Defendant and Still more particularly in this Defendants Answer is the real and true Statement of the fact. And this Defendant Says that it appears from the said Letters what is very true that the Repliants had as large a Credit given them in their Account Current Fort Saint George as they were debited And if Juggapahs Bill Should not be Discharged from any Contrivance or improper Behaviour of his the Demand would Still hold good upon the Zemendars So that the Repliants Could not be injured thereby And this Defendant Saith the giving the Receipts and According the Bill of Exchange was not done Privately but with the Concurrence and Approbation of the New Chief and the other Members of Council who after due Deliberation accepted the said Bill and Transmitted it in a Regular Official Letter Signed by them Respectively And the fact also was that the Bill duly accepted upon being Presented And this Defendant charges would have been Recovered from the Person who accepted it had the President and Council at Fort Saint George pursued the proper Measures for that purpose

And

And this Defendant further Saith and insists that this Bill was duely &c
handed over to the New Chief in the same manner as every other Bill
is and the Entry made in the same manner as every other Bill is
entered the Account of Fort Saint George was of course debited with the
Bill and the respective Accounts of the different Persons who paid the
Money were credited for the Respective Sums which they had paid to
Juggapah without the Knowledge of this Defendant as beforementioned
and the Cash Accounts containing these Entries were delivered over &c
to the acting Chief and Council by this Defendant at the same
time that he handed over the Balance of Cash - And this Defendant
Says that by the very nature of the Bill the said Juggapah was
Responsible for the Amount of the said Bill of Exchange And &c
Therefore if the New Chief had not approved thereof he might have
Immediately called upon him to pay back the Money and directed it
to remain in the Treasury as this Defendant has before done Still
Advice had been Received of its being accepted or he might have
made him give Security that the Bill would be paid or taken any
other Measures that might appear to him expedient to ensure its
Payment if he had entertained any doubt it - but on the Contrary
the Chief in Council approved and Accepted of it and remitted
immediately to the Presidency as has been before noticed And this
Defendant further Saith that the manner that the Bill and Cash
was delivered over by this Defendant to his Successor was perfectly

regular

Regular and the same as has ever been pursued - And this Defendant
Says that his delivering over of the said Bill and Cash can be no proof
of any thing but a change of the Chiefship from one Person to another
and the former Chief who gives up and the Successor who receives
Still with the Concurrence and under the Controul of the other &c
Members of Council in whom are the real Efficacious Power and
Government is jointly placed and not in the Chief or any Individual
Member whatever and this is a fact so well known to every Civilian
in the Respondents Service and is so entorwoven in the Constitution
of all their Subordinate Dependencies that it is needless to Say
any thing more about it - And this Defendant Saith that having already
Shewn what his Successor and Council might have done had he
Supposed the said Bill of Exchange would not have been paid and
that they did not think it necessary to do it having also Shewn that
their remitting it to the Presidency without any such precautions was
totally an act of his Successor and Council having Shewn too &c
that the Bill was regularly accepted and that if proper Measures had
been taken it would in all probability have been paid he humbly trusts
he has fully exculpated himself from any Charge that can be brought
against him respecting the said Bill. And this Defendant further
Tojoining Says and insists that it is the buseness of the Respondents
to bring home and prove in some clear and connected manner
the Charge they thought proper to institute against this Defendant

he

he Declares himself Innocent and insists that he has truely Stated every Circumstaces as far as he knows respecting the Transaction Spoken of in the Repliants Bill of Complaint and it lies upon them to prove that he has misstated them which he is confident they cannot do and they must not Therefore Shelter themselves under any pretended Suggestions of Intricaties which they cannot develope which they seem desirous of doing by the Expressions and tenor of their Replication - And this Defendant further Says and insists that respecting the Letter on which the Repliants seem to lay so much Stress it is well known that the said Juggapah in Order to pacify his Credetors as well as the Repliants did give out and pretend that this Defendants was Considerably indebt to him and the Letter inserted by the Repliants in their Replication is not the only Instance of the extravagant Claims kept up against this Defendant but as all those Claims have been already brought before this Honble Court and a full Answer appears to them upon their Records whereby it is clearly shewn that this Defendant was not indebted to the said Juggapah but that on the contrary the said Juggapah was considerably Indebted to him this Defendant may safely refer thereto as a full Reply to any Such Suggestions. And this Defendant again insists that however much the said Juggapah might be involved or his Circumstances embarrassed this Defendant was no way the Occasion of either creating or increasing any of them and therefore is no way accountable for them and if the fact had been otherwise it is Surely principally to the said Juggapah himself that this Defendant is accountable and his pretensions upon this Defendant are clearly done way by his withdrawing the Suit abovementioned after this Defendant had Answered thereto - And this Defendant further Says that he knows and Admits that the Repliants and the said Juggapah differ greatly about what is Due from him to the Repliants and the Defendant does not pretend to Say who is in the right - but the Statement he has annexed to his Answer is the manner in which the said Juggapah make the Account to be and therefore he is justified in what he before advanced that he arrears charged by the Repliants to be due to them not being allowed to be due by the said Juggapah it did not rest with him or the Council to procure of these Arrears till they were Acknowledged to be owing - And this Defendant further Says that the Repliants reasoning to prove that whether the Defendant received the Money or whether the said Juggapah received it yet that still the Defendant is responsible because he accepted of the Bill is begging the Question, for the Defendant denies that he did accept of the Bill and Says and insists that his Successor and the Council approved of accepted and remitted the Bill and Therefore according to the Repliants own Argument the Defendant is not responsibleby - And this Defendant further Says that it

was

was impossible from the nature of the Thing itself or the manner of keeping the Repliants Accounts at the said Factory that the Entries could have been made in any other manner than as they were. but this Defendant insists that every Thing that was necessary for the Chief and Councils Deliberation was before them and that was whether they should Accept or not of this Bill of the said Juggapah and send it as a Remittance to the President and Council upon this Deliberation they thought fit to accept and therefore & Surely approved of and confirmed what has been done. And this Defendant Says further that he did not by any means know nor had he the least Suspecion that the Bills of Exchange or any or either of them could not be paid, their being accepted was in Some measures a Justification of their being taken as it certainly added to the Security: and if the acceptors were Responsable Men it is Surely obvious that it effectually prevented any ultimate Loss to the Repliants — but this Defendant must beg leave to remind the Repliants of a Circumstance which they seem at all times & desirous to forget and that is that the taking those Bills was not on Account of this Defendant alone but of them jointly with him and therefore if the taking them has incurred any Responsibility they certainly ought to have been made Parties to the Bill and as to their Receiving it from the said Juggapah on account of his Arrears as the Repliants seem to wish it is obvious that the Bill must Necessary be applied to the purpose it was intended and no other. and the said Juggapah would not allow it to be applied to the Payment of his Arrears as he did not Acknowledge near so large a Sum of was due and therefore to Charge this Defendant with a Misfeasance and breach of Trust and a want of Zeal for the Repli-cants Interest with other harsh Expressions on account of his not doing what he could not do cannot Surely be Supported as this Defendant humbly presums either by Law or Reason. And this Defendant Says further that the Extract from the Letter of this Defendant which the Repliants have thought proper to insert in their Replication Do not by any means warrant the Suggestions of the Repliants that it was written with a View to Mislead them. It is well known to have been a Long Established practice in India for the Natives to apply to Europeans upon their Departure to whom they have been known for Some Testimonials of their good behaviour And this Defendant being about to quit his Chiefship the said Juggapah of course applied to him to Say Something to his Honorable & Employers in his favor this the Defendant could not well refuse as Some part of his Conduct had been Certainly very Laudable and Productive of Considerable Advantages to the Repliants and it is very observable that of those parts only the Letter speaks and not of the Estate of his finances of which there is not the least Mention And this Defendant therefore Says that it is altogether a Misrepresentation of the said Letter to State it in the manner

the

the Repliants have done, he did not by that Letter or on any other Occasion use any Artifices or other means to practice upon the good faith and Confidence of the Repliants President and Council at Fort Saint George and as to the facts stated in the Letter he verily believes that the said Juggapah was the means of his getting the Repliants many advantageous Settlements with the Zemindars which they would not otherwise Probably have so easily obtained - And therefore as the Letter Says it was but Common Justice to Say so - And this Defendant also Says that it is equally Misrepresenting the other Letter of this Defendant of which the Repliants have inserted an Extract in their Replication to call it Temporising with the said Juggapah. The Purport of the Letter is merely informing him that his Bills had been Returned &c and an Admonition to him to take care that they Should be paid So that surely these two Letters are not by any means inconsistent &c with each other or Intimate in the Smallest degree either on the one hand a wish to Practice on the Confidence and good faith of the Government of Fort Saint George or on the other hand to temporise with the said Juggapah And this Defendant for further Rejoinder Says that one thing is very Obvious that if the said Juggapah had any right to Claim or except any Assistance from this Defendant towards payment of the said Bill of Exchange as is more than once insinuated by the Repliants in their said Replication it is impossible to conceive the Defendant would have written the Letter above referred - and therefore so far it operates in

Defendants -

Defendants favor - And this Defendant therefore prays that the Original Letters may be produced and proved that they may fairly come before the Court in the regular and usual Method - And this Defendant does further absolutely deny that he is indebted to the Repliants in the Sum of Nine Thousand Six hundred and fifty two Pagodas one fanam and fifteen Cash or in any other Sum of Money whatever &c and he Says and insists and will in due time prove that he did & fairly and faithfully account to the Repliants for all and every Sum of Money which he Received either from the said Juggapetty Rauze or any other Person or Persons whatsoever - This Defendant does not admit that any Sum of Money whatever has been received but what has been accounted for - but if there has he Says and insists that he this Defendant did never grant any Receipts to the said Juggapilly Rauze for any Money he has not accounted for and &c Therefore the Charge against him must totally fall to the Ground - And Lastly this Defendant Says that as it appears from the Proceedings before this Hon^ble Court that the said Several Bills of Exchange were not Protested as they ought to have been in order to Charge any Person or Persons thereupon. As this Defendant was not the Receiver alone of their Rents in the District aforesaid or the Keeper of their Cash there alone but in both these Capacities acted Jointly with the other Members of Council there - As his Name does not in any manner &c appear upon the said Bill of Exchange as Drawer. Acceptor or

Indorser

Indorser or otherwise howsoever. As the Bills were Detained by the Repliants President and Council at Fort Saint George long after they were due and had been refused Payment before they were Returned— As when they were returned one of the Drawers was Dead and his Estate became Insolvent and the other rendered less able to pay it. As the Repliants have thought proper to Deprive the Principal Drawer of the said Bills of the Estates he rented under them and thereby Deprived him of the only Resource he had to Redeem his Affairs and pay his Debts. as all of them were regularly accepted by the Persons on whom they were drawn. As the Repliants had it in their Power to urge the Payment by the Acceptors if they had thought proper so to do. And this Defendant is not in any Respect or ever was a Debtor of the said Juggapah. but on the Contrary the said Juggapah was Considerably indebted to him as the whole of the Repliants Bill is built upon Arguments and Surmises and nothing Pointed or precisely alledged. and all these are done away by this Defendants Answer and the Exhibits thereunto annexed and lastly As the Repliants as this Defendant will in due time prove being fully convinced of the little Expections they could not reasonably form of ever Succeeding in their Present Suit have Since Settled the Amount of the said Three Bills of Exchange with the said Juggapah having charged him therewith in an Account Current presented to him and have Peremptorily called upon him to give ample Security for the Same or Threatned to Confine him till Defendant trusts he has fully confuted every charge brought against him

All which Matters and Things this Defendant is ready and willing to Aver Maintain and Prove in Such manner and form as this Honble Court may please to Direct and therefore prays as in and by his said Answer he has already prayed

S. Walker
for Jeff B Spencer
Attorneis for Defendant

said Condraigula Juggernaut Row otherwise Juggapah the Complainants —
Interpreter at the said Factory and Settlement, during all, or any, and what
time, that the said Defendant was Chief, and if he was, what his partic-
=ular duty as Interpreter? — Was or was not the said Condraigula Jugger-
=naut Row otherwise Juggapah Renter of the Wavelly Lands Charmahal,
Jimmundary, Antreviddy and Nellapilla Farms within the Districts of
the Masulipatam aforesaid, during all or any and what time that
the said Defendant was Chief — Did or did not the said Defendant
employ the said Condraigula Juggernaut Row otherwise Juggapah in the
management of the said Defendants private Affairs and Concerns, during
all or any and what time that the said Defendant was Chief as aforesaid —
Do you know what was the Nature of such private Affairs and Concerns
wherein the said Condraigula Juggernaut Row otherwise Juggapah, was
Employed by the said Charles Floyer?

Was or was not the said Condraigula Juggernaut Row otherwise
Juggapah employed by the said Defendant or by any other person or persons,
and whom, as said Dubash or Manager in the Publick Affairs and Concerns
of the said Complainants, during all or any time that the said Defen-
=dant was Chief of Masulipatam aforesaid? — Do you know, have you
heard, or been informed, whether the said Condraigula Juggernaut Row
otherwise Juggapah, did or did not during the said time or how long Act by
the Defendants Order, or otherwise, in the receipts and disbursements
of the Complainants Moneys Rents and Revenues, proceeding and Issuing
from all or any of the Lands and Farms within the said District of
Masulipatam. — Did or did not the said Condraigula Juggernaut
Row otherwise Juggapah, keep the Complainants publick Cash —
during all or any and what part of the time, that the said Defen-
=dant was Chief of Masulipatam aforesaid — If Yea by whom was
he intrusted and Charged as keeper of the said Complainants Cash —
And to whom was he accountable for the same, whether did the said
Condraigula Juggernaut Row otherwise Juggapah keep the Key or
Keys of the Complainants publick Cash or Treasure during all or
any what part of the said time — Do you know have you heard
or been informed whether the said Defendant did or did not during
all or any of the said time of his said Chiefship at Masulipatam —
aforesaid, employ any other person or persons and whom by name
as keeper of the Complainants publick Cash — If Yea when and at
what time — Declare the same According to the best of Your remem-
=berance — Whether was the said Condraigula Juggernaut Row
otherwise Juggapah, continued to be employed, and was he employed
in Any manner and how as keeper of the Complainants publick
Cash at Masulipatam during the Chiefship of the said Defendant
after that the aforesaid person or persons was or were as aforesaid employed
to keep and take Charge thereof — and if not why not — and what
do You know have heard or been informed was the Cause and
reason of the said Defendant discontinuing to employ the said
Condraigula Juggernaut Row otherwise Juggapah in keeping of
the Complainants Cash —

Was you or was you not employed by the Defendant
during all or any and what time that he was Chief of Masulipa-
=tam as aforesaid, in any and what Office or Station? If Yea whether
was the same publick or private — Did you or did you not become

acquainted

Acquainted with and informed of the publick and private affairs and concerns of the said Defendant during all or any and what time of the said Chiefship by means of your being so employd by him or by any other and what Means?

If yea do you know have you heard or been informed of any Money dealings and transactions between the said Condraigula Juggernaut Row otherwise Juggapah and the said Defendant from the time of his being Appointed by the said Complainants Resident and Governor and Council to be Chief of the said Factory or Settlement of Masulipatam, untill the time of his the said Defendant being removed therefrom — Do you know have you heard or been informed whether the said Defendant did or did not receive from the said Condraigula Juggernaut Row otherwise Juggapah several or any and what Sum or Sums of Money, and to what Amount during his said Chiefship, on his the said Defendants private Account — Do you know of any Account between the said Defendant and the said Condraigula Juggernaut Row otherwise Juggapah, during the aforesaid term of the said Defendants Chiefship whereby it is made Appear that the Defendant did pay any and what Sum or Sums of Money unto the said Condraigula Juggernaut Row otherwise Juggapah on their private Account — If yea can you tell on what Account such Sum or Sums of Money or either and which of them were paid by the said Defendant to the said Condraigula Juggernaut Row otherwise Juggapah — and whether the same were so paid before or after the Defendant had discontinued to employ the said Condraigula Juggernaut

Juggernaut Row otherwise Juggapah in keeping of the Complainants Cash? Do you know have you heard or been informed whether the said Condraigula Juggernaut Row otherwise Juggapah was or was not indebted unto the said Defendant on his private Account, or how otherwise, in the Months of April May and June 1787 or which of the said Months in any and what Sum or Sums of Money —

Do you know have you heard or been informed whether the said Condraigula Jaggernaut Row otherwise Juggapah did or did not pay unto the said Defendant in the Months of May and June 1787 and which of the said Months, any and what Sum or Sums of Money on his the said Defendants private Account or on any other and what Account and to what Amount? —

Do you know have you heard or been informed whether the said Condraigula Jaggernaut Row otherwise Juggapah was or was not indebted unto the Complainants in any and what Sum or Sums of Money for Rent or Arrears of Rent of the said Havelly Lands, Charmahal, Anbuvedie and Nellapilla farms in and before the Months of April May and June 1787 and in which of the said Months and to what Amount declare the same according to best of your remembrance and belief —

Do you know have you heard or been informed whether the Defendant was or not Treasurer or keeper of the Complainants Moneys and Cash proceeding from the Rents Farms and Revenues of the said District of Masulipatam — If yea where was the said Complainants Monies and Cash kept, whether in the in the Fort of Masulipatam or where? —

Do

Acquainted with and informed of the publick and private Affairs and concerns of the said Defendant during all or any and what time of the said Chiefship by means of your being so employed by him or by any other and what Means?

If yea do you know have you heard or been informed of any Money dealings and transactions between the said Condraigula Juggernaut Row otherwise Juggapah and the said Defendant from the time of his being Appointed by the said Complainants Residant and Governor and Council to be Chief of the said Factory or Settlement of Masulipatam, until the time of his the said Defendant being removed therefrom — Do you know have you heard or been informed whether the said Defendant did or did not receive from the said Condraigula Juggernaut Row otherwise Juggapah several or any and what Sum or Sums of Money, and to what Amount during his said Chiefship on his the said Defendants private Accounts — Do you know of any Account between the said Defendant and the said Condraigula Juggernaut Row otherwise Juggapah, during the aforesaid term of the said Defendants Chiefship whereby it is made appear that the Defendant did pay any and what Sum or Sums of Money unto the said Condraigula Juggernaut Row otherwise Juggapah on their private Accounts — If yea can you tell on what Account such Sum or Sums of Money or either and which of them were paid by the said Defendant to the said Condraigula Juggernaut Row otherwise Juggapah — and whether the same were so paid before or after the Defendant had discontinued to employ the said Condraigula Juggernaut Row otherwise Juggapah in keeping of the Complainants Cash? Do you know have you heard or been informed whether the said Condraigula Juggernaut Row otherwise Juggapah was or was not indebted unto the said Defendant on his private Account, or how otherwise, in the Months of April May and June 1787 or which of the said Months in any and what Sum or Sums of Money —

Do you know have you heard or been informed whether the said Condraigula Juggernaut Row otherwise Juggapah did or did not pay unto the said Defendant in the Months of May and June 1787 and which of the said Months, any and what Sum or Sums of Money on his the said Defendants private Account or on any other and what Account and to what Amount? —

Do you know have you heard or been informed whether the said Condraigula Juggernaut Row otherwise Juggapah was or was not indebted unto the Complainants in any and what Sum or Sums of Money for Rent or Arrears of Rent of the said Vaselly Lands, Charmahal, Ambeedie and Nellapilla farms in and before the Months of April May and June 1787 and in which of the said Months and to what Amount declare the same according to best of your remembrance and belief —

Do You know have you heard or been informed whether the Defendant was or not Treasurer or keeper of the Complainants Moneys and Cash proceeding from the Rents Farms and Avenues of the said District of Masulipatam — If yea where was the said Complainants Monies and Cash kept, whether in the in the Fort of Masulipatam or where? —

Do

Do you know have you heard or been informed whether the Defendant did or did not some time in the Month of May which was in the year of our Lord One Thousand Seven hundred and Eighty Seven received and take from the aforenamed Condraigula Juggernaut Row otherwise Juggapah or whom a certain Bill of Exchange drawn by Caldindew Venatarama Aanjoo, at Masulipatam, in favor of the said President and Governor and Counsil at Fort St George aforesaid for the sum of Fifteen Thousand Madras Pagodas or any and what Sums, upon Causenadam Vencapah at Fort St Geore — Do you know have you heard and been informed, whether the said Sum of — Fifteen Thousand Madras Pagodas or any part thereof was paid for and on Account of the said Bill and to whom and when and where — If yea whether the said Sum of Fifteen Thousand Madras Pagodas was or was not paid from and of the Complainants publick Cash or Treasury at Masulipatam or how otherwise for the aforesaid Bill of Exchange — And whether by the said Defendant or by any other person or persons by his Order and by whom — Do you know have you heard or been informed whether the said Sum of Fifteen Thousand Madras Pagodas was paid to the said Condraigula Jaggernaubrow otherwise — Juggapah, and why and for what Account Cause and Reason and by whom — If yea, Do you know have you heard or been informed whether the said Condraigula Jaggernautrow otherwise Juggapah did or did not at the same time or about the time of payment of the said Sum of Fifteen Thousand Madras Pagodas to him the said Condraigula Juggernautrow otherwise Juggapah as aforesaid or whom pay ment to the said Defendant, the said Sum of Fifteen Thousand Madras

Pagodas

Pagodas or any and what Sums — If yea whether the same was so paid on his the said Defendants private Account with the Defendant or on any other and what Account? — If the said Sum of Fifteen Thousand Madras Pagodas was paid as aforesaid by the said Defendant for the said Bill of Exchange or on any other account, how and in what manner was the same entered by the Defendant in the Account of the Complainants Cash kept by him or any other person or persons by his Order — and how and in what Manner was the payment of the said Sum of Fifteen Thousand Madras Pagodas entred in the Factory Account of the said Complainants at Masulipatam as you know and have heard and do remember — Do you know have you heard or been informed of any other and what Bill of Exchange being taken and received in the said Month of May One Thousand seven hundred Eighty Seven by the said Defendant from the aforementioned — Condraigula Jaggernaut Row otherwise Juggapah, drawn by the said Condraigula Jaggernaut Row otherwise Juggapah at Masulipatam in favor of the said President and Governor and Council at Fort St George aforesaid, also for the Sum of Fifteen Thousand Madras Pagodas upon Chelacalapoody Setteramiah at Fort St George — and whether the said Chelacalapoody Setteramiah was or was not Vakeel or Agent to the said Condraigula Juggernaut Row otherwise Juggapah —

Do you know have you heard or been informed whether the said Sum of Fifteen Thousand Madras Pagodas or any part thereof was paid to the said Condraigula Jaggernaut Row otherwise Juggapah or any person or persons on his Account for and on Account of the said Bill — And to whom — and when and where — If yea

whether

whether the said Sum of Fifteen Thousand Madras Pagodas was paid from out of the Complainants publick Cash or Treasury at Masulipatam or how otherwise for the aforesaid Bill of Exchange — and whether by the said Defendant or by any other person or persons by his Order and by whom —

Do you know have you heard or been informed whether at or about the time of payment of the said Sum of Fifteen Thousand Madras Pagodas to the said Condraigula Jaggernaut Row otherwise Juggapah — That he the said Condraigula Juggernaut otherwise Juggapah did or did not pay the like Sum of Fifteen Thousand Madras Pagodas unto the said Defendant? and whether the same was so paid by the said Condraigula Juggernaut Row otherwise Juggapah to the Defendant on his the Defendants private or on any other and what Account — Do you know have you heard or been informed how the said Sum of Fifteen Thousand Madras Pagodas paid the said Condraigula Jaggernaut Row otherwise Juggapah for the said Bill of Exchange was entred by the said Defendant on the Complainants Cash Account, kept by the said Defendant or by any Person or Persons by his Order? — Do you know have you heard or otherwise been informed how and in what manner the payment of the said Sum of Fifteen Thousand Madras Pagodas was entred in the Factory Accounts of the said Complainants — Do you know have You heard or been informed whether the said Condraigula Jaggernaul Row otherwise Juggapah did or did not pay unto the Defendant in the said Months of May and June or in which of the said Months the Sum of Thirty Thousand Madras Pagodas on his the said Defendants private Account — and how and in what Manner — and in how many Payments — And for what Account — and whether for Money owing by the said Condraigula Juggernaut Row otherwise Juggapah unto the said Defendant or how —

Do you know have you heard or been informed that the said Defendant was removed from the Chiefship of Masulipatam aforesaid on or before the tenth day of the Month of June One Thousand seven hundred and Eighty Seven or when? — Do You know have you heard or been informed of any other and what Bill of Exchange being taken and received by the said Condraigula Jaggernaut Row otherwise Juggapah for the sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Cash in favor of the said President and Governor and Council at Fort St George some time in the said Month of June in the aforesaid Year or when, drawn by the said Condraigula Jaggernaut Row otherwise Juggapah upon the aforementioned Chelacalapoody Setteramiah — Do you know on what Account the said Bill of Exchange was taken and received by the said Defendant — Was or was not any Cash paid by the Defendant on Account of the Complainants for the said Bill to the said Condraigula Jaggernaut Row otherwise Juggapah or to any other person or persons and whom? — and if not why not — Do you know have you heard or been informed whether any and what Credit was given to any person or persons and whom and under what date for the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and

Seventy

Seventy Seven Cash as for the Amount and Value of the said Bill of Exchange or for Account or for any other and what Sum in the Complainants Factory Accounts, or any other and what Accounts belonging to the Complainants at Masulipatam, and when and under what date — Do you know have heard or been informed whether the said Complainants were or were not debted, and under what date, for the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas, four fanams and Seventy Seven Cash in their said Factory or any other and what Accounts at Masulipatam, or for any other and what Sums received from any person or persons and whom by Name, and on what Account particularly, whether for Money paid into their Cash or Treasury at Masulipatam aforesaid or how and by whom? — Do you know whether the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash, or any other and what Sum, or any part thereof, was or was not, on or about the said Month of June One Thousand Seven hundred and Eighty Seven, or when, paid into the said Complainants Treasury at Masulipatam, and by whom was the same or any part thereof paid and to whom?

Do you know have you heard or been informed whether the Defendant did or did not on or about the said Tenth day of June One Thousand Seven hundred and Eighty Seven, or at any time and when, give any and what receipts unto any and what Jemundars or Renters of the Complainants Districts at Masulipatam or unto any person or persons and whom, for the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash

Cash or for any other and what Sum received on Account of the said Complainants — And whether you know or have heard that the said Defendant or any other person or persons, by his Order or otherwise, did receive the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash or any other and what Sum or any part thereof — Declare the same as you know have heard and do believe together with the reasons of such your belief

To Ditto ... 3d Intg — Do you know have you heard or been informed whether the aforesaid Bill of Exchange drawn by the said Caldendee Venkatarama Aayjee on the said Cauvenaudone Veneapah in favor of the said President and Governor and Council at Fort St George for the said Sum of Fifteen Thousand Madras Pagodas, and the said Bill of Exchange drawn by the said Condraguda Juggernaud Row otherwise Juggapah on the said Chelacalapoody Setteramiah, in favor of the said President and Governor and Council at Fort St George for the like Sum of Fifteen Thousand Madras Pagodas, and also the said Bill for the Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash, also drawn by the said Condraguda Jaggernaud Row otherwise Juggapah on the aforesaid Chelacalapoody Setteramiah, in favor of the said President and Governor and Council at Fort St George aforesaid were severally or either and which of them accepted and paid and if not why not and what do you know and have heard was the Cause and reason of the said Bills and either and which of them

not

not being paid or accepted — Declare the same as you know have heard and do belief together with the reasons of such your belief —

To Ditto . — 4th Do you know of any other Matter or thing or have heard or can you setforth any thing touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Complainants If yea declare the same as You know have heard or do belief together with the reasons of such your belief as fully and particularly as if you had been thereunto particularly Interrogated —

Wy Dudley
Atty for the Compts

Mayors Court at Madraspatnam

Between The Honble United Company of Merchants of England trading to the East Indies by Major General Sir Archibald — Campbell Knight of the most Honble Order of the Bath. their Presidents and Governor of Fort St George and its Dependencies and John Holland James Henry Casamayor and Robert Maunsell Esqrs Members of their Council at Fort St George aforesaid are Complainants and Charles Floyer Esqr Senior Merchant in their said Service is Defendant —

On the part of the Complainants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth —

Arthur Langford Cooke Esquire of Madras Gentleman Aged Thirty years or thereabouts being produced as a Witness in this Cause on the part of the Complainants on

was on the fifth day of April One Thousand Seven hundred and Eighty nine signified at the Office of Messrs. Walker and Spencer who are Attornies for the Defendant by one of my Servants who also left him a Note of the Name Title and place of abode of the said Deponent and afterwards on the same Day being Sworn and Examined Deposeth as followeth —

1st . . . . To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archibald Campbell KB in this Cause, and that he hath so known him about three years and that he doth know the Complainant Mr John Holland in this Cause and that he hath so known him two years or thereabout and that he doth know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him four or five years and that he doth know the Complainant Mr Robert Maunsell in this Cause and that he hath so known him about three or four years and that he doth know the Defendant Charles Floyer in this Cause and that he hath so known him about Eight years and more he saith not to this first Interrogatory —

2d . . . . To the second Interrogatory this Deponent saith that the Defendant was Chief of the Complainants' Factory or Settlement of Masulipatam in the year of Our Lord One Thousand Seven hundred and Eighty Six and that he continued Chief thereof to June One Thousand Seven hundred and Eighty Seven This Deponent saith that he doth know a Condraigula Juggernaut Row — alias Viswa Juggapah in the Proceedings of this Cause named, and that the said Condraigula Juggernaut Row alias Viswa Juggapah

was

was the Complainants Interpreter at the said Factory and or Settlement. during all the time that the said Defendant was Chief and that his particular duty as Interpreter was to interpret and transact Public Business between the Chief and Natives, This Deponent saith. that he believes that the said Condraigula Juggernaut Row otherwise Juggapah. was Renter of the Havelly Lands Charmahal. Zemmindary Anterwidie. and Neiapille Farms, within the Districts of the Masulipatam aforesaid during all the time the said Defendant was Chief and further saith that the said Defendant did not Employ the said Condraigula Juggernaut Row otherwise Juggapah in the Management of his the said Defendants private Affairs and Concerns. during the time the said Defendant was Chief aforesaid. the said Defendant having no private Concerns to transact during his Chiefship to this Deponents knowledge and belief. This Deponent conceives and believes. that the said Condraigula Juggernaut Row otherwise Juggapah was employed by the said Defendant in the Public concerns of the Company during the time he was Chief of Masulipatam. and further saith. that the said Condraigula Juggernaut Row otherwise Juggapah did frequently by the Defendants order receive and disburse the Complainants Monies Rents and Revenues proceeding and issuing from all the Lands and farms within the District of Masulipatam. This Deponent saith that the said Condraigula Juggernaut Row otherwise Juggapah did keep the Companys publick Cash during part of the time that the said Defendant was Chief of Masulipatam. and further saith

saith. that the Defendant found on his Arrival at Masulipatam One of the said Condraigula Juggernaut Row otherwise Juggapahs people or family keeper of the said Complainants Cash. and as this Deponent believes of course responsible to the Chief. This Deponent saith. that the said Condraigula Juggernaut Row otherwise Juggapah. did keep the Key of the Complainants public Cash or Treasure during a part of the said time and further saith. that the said Defendant employed this Deponent as keeper of the Cash a part of the time of the said Defendants Chiefship at Masulipatam. This Deponent saith. that he was employed as keeper of the Cash from the month of October One Thousand Seven hundred and Eighty Six. till the time of the Defendants departure from Masulipatam in the Month of June One Thousand Seven hundred and Eighty Seven. and further saith. that the said Condraigula Juggernaut Row otherwise Juggapah. was not continued to be employed. neither was he employed as keeper of the Complainants public Cash at Masulipatam during the Chiefship of the said Defendant. after this Deponent took charge of it This Deponent saith. he cannot assign any particular reason. why the said Condraigula Juggernaut Row otherwise Juggapah was not continued in keeping of the Complainants Cash. and further saith. he this Deponent. was employed by the Defendant in the Capacity of private Secretary, during all the time the Defendant was Chief of Masulipatam. This Deponent saith

that

that in consequence of his Station as private Secretary and living in the Defendants family gave him an Apportunity of a general knowledge of the Defendants concerns. and further saith. that he doth know of money dealings and transactions between the said Condraigula Jaggernaud Row otherwise Juggapah and the said Defendant from the time of his being appointed by the said Complainants Presidents and Governor and Council to be Chief of the said Factory or Settlement of Masulipatam until the time of his the said Defendants being removed therefrom This Deponent saith the Defendant did receive from the said Condraigula Juggernaut Row otherwise Juggapah sums of money - but doth not know to what Amount during his said Chiefships on his the said Defendants private Account. and further saith that he doth know of an Account between the said Defendant and the said Condraigula Juggernaut Row otherwise Juggapah during the aforesaid term of the said Defendants Chiefships. whereby it is made Appear that the Defendant did pay certain Sums of Money unto the said Condraigula Juggernaut Row otherwise Juggapah on their private Account This Deponent saith. that such Sums of Money were paid by the said Defendant to the said Condraigula Juggernaut Row otherwise Juggapah to Assist him in paying his lists to the Company. and further saith. that the same. to the best of this Defendants belief were paid both before and After the Defendant had discontinued to employ the said Condraigula Juggernaut Row otherwise Juggapah in keeping of the Complainants Cash. this Deponent saith. he knows and believes that the said Condraigula Juggernaut Row otherwise Juggapah

Juggapah was indebted unto the said Defendant in a considerable Sum on his private Account. in the Month of April. May and June One Thousand Seven hundred and Eighty Seven. but to what particular Amount. this Deponent cannot charge his — memory - and further saith. that he doth believe that the said Condraigula Juggernaut Row otherwise Juggapah. did pay unto the said Defendant a Sum or Sums of Money in the Months of May and June One Thousand Seven hundred and Eighty Seven On his private Account This Deponent saith that he doth not know whether the said Condraigula Juggernaut Row — otherwise Juggapah was or was not indebted unto the Complainants in any and what Sum or Sums of Money for Rent or arrears of Rent of the said Bavelly Lands. Charmahal. Anteevedie and Nellapilla Farms in and before the Months of April May and June One Thousand Seven hundred and eighty seven and further saith. that he considers that the Defendant was Treasurer or keeper of the Complainants Monies and Cash proceeding from the Rents. Farms and Revenues of the aforesaid Districts of Masulipatam. This Defendant saith. that the said — Complainants Monies and Cash were kept by him. this Deponent from the time. he this Deponent had charge thereof in his Chamber. at the Companys Garden House. and further saith that he hath heard and believes. that the Defendant in the Month of May in the Year of Our Lord One Thousand Seven hundred and Eighty Seven. did

receive

receive and take from the aforesaid Condraigula Juggernaid Row
Alumwise Juggapah a certain Bill of Exchange drawn by Coldenda
Vencatarama Rayjoo at Masulipatam, infavor of the said Presi-
dent and Council at Fort St George aforesaid, for the Sum of —
fifteen Thousand Madras Pagodas upon Causenadam Venapah
at Fort St George. This Deponent saith, that the said Sum of —
fifteen Thousand Madras Pagodas was paid for and an Account
of the said Bill to Condraigula Jaggernaul Row Alherwise Jugga-
pah at Masulipatam - but this deponent doth not recollect the exact
period - and further saith that the said Sum of fifteen Thousand —
Madras Pagodas was paid from out of the Complainants publick Cash
or Treasury at Masulipatam. This Deponent saith that the said —
fifteen Thousand Pagodas was paid by this Deponent from the Com-
pany's Cash by Order of the Defendant and further saither saith
that he believes that the said Sum of fifteen Thousand Madras Pago-
das was paid to the said Condraigula Jaggernaut Row Alherwise
Juggapah on Account of the aforementioned Bill by this Deponent
at the desire of the Defendant. This Deponent saith that he
that he believes the said Condraigula Jaggernaut Row Alherwise
Juggapah did at the same time, or about the time of payment of
the said Sum of fifteen Thousand — to him the said Condraigula
Jaggernaut Row Alherwise Juggapah pay unto the said Defendant
the said Sum of fifteen Thousand Madras Pagodas, and further
saith, that the same was so paid on his the said Defendants
private Account, with the said Condraigula Juggernaut Row

Alherwise

Alumwise Juggapah in part of a Sum of thirty Thousand Pagodas
sent by the Defendant to the said Condraigula Jaggernaut
Row Alherwise Juggapah and for which the Defendant had three
Soucar Bills of Ten Thousand Pagodas each as a Security. This
Deponent saith that in the Account of the Defendant kept as
far as he can charge his Memory at this distance of time, the
said Sum of fifteen Thousand Madras Pagodas was entered by
the Defendant in his Book of daily Receipts and Issues under
the head of Account Current Fort St George, as so much Money
paid for a Bill of Bills of Exchange drawn by Coldendra Ven-
catarama Rayjoo at Masulipatam on Causenadone Venapah
at Fort St George infavor of the President and Council, and —
further saith, that he believes it was entered under the same
head and in the same Manner in the factory Cash Account
as in the Defendants Cash Account of daily receipts and
Issues - This Deponent saith, that he hath heard and —
believes that a bill was taken on or about the Month of
May One Thousand Seven hundred hundred Eighty Seven
by the said Defendant from the aforementioned Condraigula
Jaggernaut Row Alherwise Juggapah drawn by the said —
Condraigula Jaggernaut Row Alherwise Juggapah at Masulipa-
tam, infavor of the said President and Governor and Council
at Fort St George aforesaid, also for the Sum of fifteen Thousand
Madras Pagodas upon Chelacalapoody Selleramiah at Fort
St George, and further saith, that he believes the said Chelace-

lapoody

poody Setteramiah was Vakeel or Agint to the said Condraigula Jaggernaut Row otherwise Juggapah. This Deponent saith that he had heard and believes the said Sum of fifteen Thousand Madras Pagodas was paid to the said Condraigula Jaggernaut Row otherwise Juggapah on Account of the said Bill - but the time and place this Deponent doth not know - and further Saith. that the said Sum of fifteen Thousand Madras Pagodas was not paid from out of the Complainants Public Cash or Treasury at Masulipatam as this Deponent believes and further saith. he doth not know how otherwise for the aforesaid Bill of Exchange This Deponent saith that he had heard and been informed that at or about the time of payment of the said Sum of fifteen Thousand Madras Pagodas to the said Condraigula Jaggernaut Row otherwise Juggapah, that he the said Condraigula Jaggernaut Row otherwise Juggapah did pay the Sum of fifteen Thousand Madras Pagodas unto the said Defendant. and the same was so paid by the said Condraigula Jaggernaut Row otherwise Juggapah to the Defendant on his private Account being the remaining part of a Sum which the said Condraigula Jaggernaut Row otherwise Juggapah had borrowed of the Defendant for the payment of which he had given to the said Defendant. three Sowcar Bills for ten Thousand each. and further saith. that as well as he can remember at this distance of time the said Sum of fifteen Thousand Madras Pagodas paid the said Condraigula Juggernaut Row otherwise Juggapah for the

Said

Bill of Exchange was entered by the said Defendant on the Complainants Cash Account kept by the said Defendant — under the head of Account Current Fort St George for so much money paid Juggapah for a bill of Bills on his Vakeel Setteramiah drawn in favor of the President and Council. This Deponent saith that the payment of the said Sum of fifteen Thousand Madras Pagodas was entered as this Deponent believes in the factory Cash Account of the said Complainants in the same manner and under the same head. as entered in the Defendants Cash Account of daily Receipts and Issues. and further saith. that he hath heard and believes that the said Condraigula Jaggernaut Row otherwise Juggapah. did pay unto the Defendant in the said month of May and June. the Sums of Thirty Thousand Madras Pagodas on his the said Defendants private — Account - by two Several payments of fifteen Thousand Madras Pagodas each, as already Setforth being for money owing by the said Condraigula Jaggernaut Row otherwise Juggapah. unto the said Defendant. This Deponent saith. that he knows that the said Defendant was removed from the Chiefship of Masulipatam aforesaid some time in the Month of June One Thousand Seven hundred and eighty Seven. and further saith that he hath and believes. of another Bill of Exchange having been taken and received by the said Defendant the Morning he was removed from the Chiefship for the Sum of Forty three Thousand two hundred and eighty three Madras — Pagodas four fanams and Seventy Seven Cash, in favor of the said

President

President and Governor and Council at Fort St George drawn by the said Condraigula Jaggernaut Row otherwise Juggapah upon the aforenamed Chelacalapoody Sitteramiah. This Deponent saith that he believes the said Bill of Exchange was taken and received by the said Defendant from the said Condraigula Jaggernaut Row otherwise Juggapah on Account of some Money the said Condraigula Jaggernaut Row otherwise Juggapah had received from the Zemendar and others - but had not accounted for with the Defendant till the Morning of his Departure and further saith that he hath not understood that any Money was paid by the Defendant for the aforesaid Bill This Deponent saith that he hath heard that Sundry Zemindars and others were credited in the Factory Cash Account for the Amount of the said Bill inquestion but how and in what manner this Deponent doth not know. This Deponent saith that the said Sum of Forty Three Thousand two hundred and Eighty Three Madras Pagodas four fanams and Seventy Seven Cash or any part thereof was not paid into the said Complainants Treasury at Masulipatam in the Month of June One Thousand Seven hundred and Eighty Seven. and further saith that he doth not know whether the Defendant did or did not. on or about the said tenth day of June One Thousand Seven hundred and Eighty Seven. or at any time give any receipts unto any Zemendars or Renters of the Complainants Districts at Masulipatam or unto any person or persons. for the said sum of Forty Three Thousand. Madras Pagodas four fanams and seventy Seven Cash. or for any other Sum received on Account of the said

said Complainants. This Deponent saith that he doth not know or hath heard that the said Defendant did receive the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash. or any part thereof. but hath heard that the said Condraigula Jaggernaut Row otherwise Juggapah did receive from the Zemendars and others. the Monies for which he granted this Bill. and more he saith not to this Second Interrogatory —

3 To the Third Interrogatory This Deponent saith. that he hath heard and believes. that the aforesaid Bill of Exchange drawn by the said Caldendie Vencatarama Raujo on the said Cassenadone Vencapah infaver of the said President and Governor and Council at Fort St George. for the said Sum of fifteen Thousand Madras Pagodas and the said Bill of Exchange drawn by the said Condraigula Jaggernaut Row otherwise Juggapah on the said Chelacalapoody Sitteramiah infavor of the said President and Governor at Fort St George for the like Sum of Fifteen Thousand Madras Pagodas. and also the said Bill for the sum of Forty Three Thousand Two hundred and Eighty Three Madras Pagodas four fanams and Seventy Seven Cash also drawn by the said Condraigula Jaggernaut Row otherwise Juggapah. on the aforesaid Chelacalapoody Sitteramiah infavor of the said President and Governor and Council at Fort St George aforesaid were severally accepted. but as this Deponent believes not paid and more he saith not to this Third Interrogatory —

To the

To the last Interrogatory this Deponent saith that as it may possibly be understood that this Deponent in keeping the Cash of the Complainants likewise kept the Defendants Cash Account as likewise the factory Cash Account — this Deponent thinks it incumbent on him to explain the nature of his Trust, which was solely to receive any money brought to him and to issue any money from the Cash directed by the Defendant of their receipts and issues. this Deponent kept Memorandums and every day or two carried them to the Defendant for his inspection, and it was from these Memorandums the Defendant had the regular Cash Account made out This Deponent saith as soone as the Defendant inspected the Memorandums so kept by this Deponent destroyed them as useless, and this Deponent begs leave to observe that the Public Books kept by the Chief and the Complainants publick Servants Juggapah was very seldom looked into by this Deponent and more he saith not to this last Interrogatory —

(Signed) Wm Brooke

Joseph Shawe
Ex^r

Interrogatories to be Administered to such Witnesses as shall be produced. Sworn and Examined by Virtue of a Commission issuing out of the Honble the Mayors Court at Madraspatnam To Messrs William Oram Robert Malcolm & Finlay Ferguson Richard Benchant and William Brown at Masulipatnam or any three of them Directed for the Examination of Witnesses in a certain Cause therein now depending & and at Issue wherein the United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Most Honble Order of the Bath their President and Governor of Fort Saint George and its Depending and John Holland James Henry Casmajor and Robert Maunsell Esqrs Members of their Council at Fort Saint George aforesaid are the Complainants and Charles Floyer Esq^r Senior Merchant in the Service of the said & Complainant is the Defendant

On the part and Behalf of the Complainants

To all the Witnesses 1st Do you know the Parties Complainants and Defendant in the Title of these Interrogatories named If yea how long have you so known them or either and which of them Declare —

To James Hodges William Augustus Dobbyn Samuel Statham and Andrew Scott

2. Did or did not the Defendant some time in the Month of June or in any other and what month which was in the Year of Our Lord One Thousand Seven hundred and Eighty Six or when, arrive at Masulipatnam to take the Charge and Management of the Complainants Factory or Settlement as Chief of the Complainants Council there - was you or was you not at the time of his said arrival in any and what Station or office in the Service of the Complainants at their said Factory or Settlement, or at any time and when, after the said Defendants arrival as aforesaid, and whether you or did or not continue to fill the said Station and office during all or any and what time that the Defendant was Chief of the said Factory or Settlement of Masulipatnam aforesaid Declare -

To Ditto . . . . . 3.d Was it or was it not the Office of the Defendant as Chief of the said Council at Masulipatnam to be Receiver of the Rents and Revenues of the Districts and Countries under the Managements of the said Defendant as Chief of Masulipatnam aforesaid or who & Whether was or was not the said Defendant in his Capacity as Chief as aforesaid the Complainants Treasury or Cash keeper or who — whether was he or not keeper of their Cash Accounts of Receipts and Disbursements of the said Factory or Settlement or who - And whether the said Offices of Receiver of the Rents and Revenues of the said Countries - of Treasure or Cash keeper, and keeper of the Complainants Cash Accounts of Receipts and Disbursements of the said & Factory or Settlement, were or were not solely executed by the Defendant during all or any of the time of the said Defendant remaining and being Chief of the said Factory or Settlement or jointly with the said Council or any and which of them by name - Did or did not the Defendant in his Capacity as Chief as aforesaid or in any other and what other Capacity, give Receipts or other Discharges to the Zemindars and & Renters of the Countries and Districts under the said Factory or & Settlement of Masulipatnam for the Rents and Revenues by them or paid on Account of the Complainants Lands Farms and Zemindaries and whether Solely or in Conjunction with the said Council - Declare the same as know or do believe —

To Ditto . . . . . 4.th Do you know what was the manner of procuring Bills of Exchange to be remitted to the Complainants President and Council at Fort Saint George for the Rents and Revenues of the said Districts and Countries of Masulipatnam aforesaid during the time that the Defendant was Chief of the said Factory - If you do know - & Whether was it the Custom for the Defendant as Chief of the said & Council to procure Bill of Exchange to be Remitted to the said & Complainants President and Council Solely or in Conjuncteon & with the Council of Masulipatnam - Whether or no was it usual for the Defendant as Chief as aforesaid or otherwise to inform or give notice to the said Council of any tender or proposal of Bills of & Exchange to be remitted to the said President and Council - and & whether you know the Defendant did or not advise with the said

Council

Council upon the Goodness of such Bills of Exchange and the Credit of the proposed Drawers and the persons on whom the said Bills were proposed to be drawn previous to the taking of any Bills of Exchange to be remitted to the Complainants said Presidents and Council in payment of their said Rents and Revenues collected and Received at Masulipatam aforesaid otherwise Declare the same as you know according to the best of your Remembrance and belief—

To Ditto ——— 5th Look at the three Exhibits now Shewn to you at this the time of your Examination marked A B and C that marked A purporting to be a Translation of a Bill of Exchange drawn by Calvetty Vencatarama Rayer in favor of the Honble Governor and Council on Cauveraudom Vencapa under the date of the 5th day of May One Thousand seven hundred and eighty Seven for the Cayment of the Sum of Fifteen Thousand Madras Pagodas - That marked B purporting to be a Bill of Exchange drawn by Condraigula Jaggernaut Row in favor of the Honble Major General Sir Archibald Campbell K B President and Governor &c. of Fort Saint George on Chelacalapoody Seetaramiah at Madras - dated at Masulipatam the Eighteenth Day of May one Thousand Seven hundred and Eighty Seven for the payment of the Sum of Fifteen thousand Madras Pagodas or Star Pagodas Sixteen thousand and five hundred - That marked C purporting to be a Bill of Exchange drawn by Condraigula Jaggernaut Row in favor of the Honble Sir Archibald Campbell K B. the President and Governor &c. Council of Fort St George on Chelacalapoody Seetabramiah at Madras. dated at Masulipatam the tenth day of June One thous and Seven hundred and eighty Seven for the payment of the sum of Forty three thousand two hundred and Eighty three Madras Pagodas four Fanams and Seventy seven Cash. Did or did not the Defendant Consult or advise with the said Council upon the Credit of the persons by whom the said three Bills of Exchange were drawn or of the persons on whom the same were drawn previous to the taking of the said Bills of Exchange or of either and which of them as you know and believe. Did or did not the Defendant Consult and advise with the said Council upon the goodness of the said Bills of Exchange or of either and which of them after the same had been taken - And whether the taking of the said Bills of Exchange or any of them and which was or was not the act of the Defendant as Chief Solely or whether the same was or was not the Joint act of the Defendant as Chief and of the said Council at Masulipatam Declare the same as you know and do believe —

To Ditto ——— 6th Whether the Complainants Cash Accounts of the said three Bills of Exchange - If ye - whether before at or after the days and Dates on which the same or either of them appear to have been Drawn and taken - and whether the Debiting the said Complainants for the said Amount of the said Several Bills of Exchange or either of them was or was not the act of the Defendant as Chief and how otherwise or whether the same was or was not the Joint act

act of the Defendant as Chief and of the said Council at Masulipatam Declare the same as you know and do believe –

To Ditto – – – – 7th Did or did not the Defendant leave and give up the Chiefship of Masulipatam some time on or about the Tenth or Eleventh day of June, which was in the year of Our Lord One & thousand Seven hundred and eighty Seven. If yea whether by leave or Order of the Complainants or of the said Presidents and Governor of Fort Saint George or how long did such leave or Order Arrive at Masulipatam for his the Defendant leaving or giving up the said Chiefship previous to his leaving or quitting the same – Whether or no you Do know or have heard or do believe that the Defendant had or had not taken the aforesaid Bill of Exchange for Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash previous to, upon, or after he had so obtained leave or was ordered by the said Complainants or by the said Presidents and Governor of Fort Saint George to & give up the said Chiefship of Masulipatam – Did or did not the Defendant advise or Consult with you. or do you know. have you heard or do believe that he advised or Consulted with the said Council of Masulipatam or with any of them upon the propriety or & Necessity of taking the said Bill of Exchange of Forty three Thousand two hundred and Eighty three Madras Pagodas four & fanams and Seventy Seven Cash previous to the same having been taken and Received by him the said Defendant or otherwise inform and give notice to you or them the said Council. in any

manner

manner and way – and how of the Cause Consideration or value for which the said Bill of Exchange had been taken and accepted by him the said Defendant – Was you or was you not informed by the & Defendant of his intentions of taking the said Bill of Exchange or of the Cause Consideration or Value for which the same was taken previous to the Defendant having taken or accepted the same – When did you first known and was informed and by whom of the said Bill of Exchange having been taken and accepted & and for what Cause Consideration and Value was you informed or given to believe or did you believe at the time you was so & Informed – and now do know or believe that the same was & Accepted and taken by the said Defendant or by any other person or Persons and whom – Declare the same as you know have heard and do believe with the reasons of such your belief –

To Ditto – – – – 8th Do you or do you not know have you or have you not heard – and how that the said Bill of Exchange for Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and & Seventy Seven Cash. Was or was not delivered over by the Defendant to James Hodges the second of the said Council and the said Council at Masulipatam at or before and how long before the Defendant did leave and quit the said Chiefship of Masulipatam – If yea whether was the same so delivered for their Approbation to accept and Receive the same, or as an act done by the Defendant as Chief during his Chiefship – Whether the Defendant did or did not at that time of his giving up and quitting the said Chiefship deliver in to the said & Council

Council an Account of the Complainants Cash and of the Cash remaining in the Complainants Treasury if any there was - If he did - whether was or was not the said Complainants said Cash Account so delivered in the said Council debited for the Value or Amount of the said Bill of Exchange of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and Seventy seven Cash and by whom - Whether you know or do believe or have been informed and &c from whom that the said James Hodges or the said Council or any of them were or were not previously of or had or had not in any and what manner been advised or Consulted upon the taking or &c procuring of the said Bill of Exchange Declare the same as you know have been heard and do believe with the Reasons of &c your belief -

To Ditto . . . . 9.th Did or did not the Defendant at the time that he Delivered over the Chiefship of Masulipatam to the said James Hodges on the said Tenth or Eleventh day of the said Month of June One thousand Seven hundred and eighty seven or when deliver in to the said Council a Minute of certain Matters relating to the &c Complainants affairs - If yea look at the Exhibit now shewn to you at this the time of your Examination marked No 1 purporting to be an Extract from the said Minute - Whether is or is not the &c same a true Extract from such Minute - and whether the Bill of Exchange therein referred under the Discription of a Bill in favor of the Governor and Council for Madras Pagodas Forty three thousand two hundred and Eighty three - four fanams and Seventy Seven

Cash

was or was not and is or is not the Bill of Exchange or Exhibit & Marked C whereto you have been before interrogated or any other - Was or was not the Cash accounts referred to in the said Extract Delivered in by the said Defendant as is own act as Chief or as the Joint act of the said Council - Whether was or was not the same Credited with the aforesaid Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and Seventy seven Cash as having been paid by the said Defendant for the said Bill of Exchange and to whom - whether or no did the Defendant at the &c time of his delivering over the said Bill of Exchange to the said James Hodges give any and what Explanation of the Value and Consideration Thereof to the said James Hodges or his Council or otherwise - than by the said Cash Accounts and what other Declare -

To Andrew Scott 10.th Was you or was you not informed by any and how many of the Zemindars or Renter of the Complainants Districts under the said Factory or Settlement of Masulipatam or by any other person or persons on their behalf and by whom by name, that Receipts had or had not been given them for any and what Sum or Sums of Money paid on Account of the Complainants Rents and Revenues under the said &c Factory or Settlement of Masulipatam If you was so informed whither was the same previous to or after the Defendant giving &c up the Chiefship of Masulipatam aforesaid and how long and when - and from whom did the said Zemindar or Zemindars or any other person or persons on their behalf or otherwise explain themselves that they expected or required to have Receipts on the aforesaid Acct

Whose

Whose duty or office did you then know and now do know it was to give receipts for money paid on account of the Complainants said Revenues by the Zemindars and rents of the Complainants said Districts - to whom did the said Zemindars or Zemindars or other person or persons on their behalfs or otherwise say that the said Money had been paid - and whether was or was not such person or persons so charged to have received the same authorized by any nomination or appoint from the Complainants President and Council at Fort St George or by the Chief and Council at Masulipatam Jointly or by the Chief seperately - and by whom to receive payments made by the Zemindars and Renters of the Complainants said Districts under the said Factory of Masulipatam aforesaid Declare the same as you know and do believe -

To James Hodges ... 11th Do you or do you not know Condraigula Jagga
William Augustus naut Row otherwise Juggapah in the proceedings in this Cause named
Dobbyn
Samuel Stallum If ye how long have you so known him was or was not the said
and Condraigula Jaggernaut Row otherwise Juggapah renter or Farmer
Andrew Scott of certain Districts under the Management of the said Chief and &
Council at Masulipatam aforesaid Called - Narally Sands, Charmahal Zemindary - antrevedu Farm and the Farm of Nlapella, during all or any of the time that the Defendant was Chief of Masulipatam aforesaid and was he or not the Complainants Interpreter at Masulipatam & aforesaid - During all or any of the said time and how long during the Defendant being Chief of the said Factory or Settlement — Do you know have you heard been informed whether the said &

Condraigula

Condraigula Juggernaut Row otherwise Juggapah was or was not Employed by the Defendant during all or any time and how long During the said Defendants Chiefship as his the Defendants head & Dubash - in the Management of the Defendant Publick and private - Concerns and affairs or in both and either and which - Was or was not the said Condraigula Juggernaut Row otherwise Juggapah by vertue of his Office as the Complainants Interpreter at Masulipatam aforesaid or otherwise authorized and appointed by the Complainants or by their aforesaid President and Council at Fort Saint George or by the Chief and Council at Masulipatam aforesaid collectively or otherwise to Receive from the Zemindars and Renters of the Complainants, the Revenues and Rents of the Complainants Lands and Farms within the Districts of the Factory or Settlement of Masulipatam aforesaid - Declare the same as you know have heard and do believe with the Reasons of such belief -

To Ditto ... 12th Look at the Paper Writing marked N3 now shewn to you at this the time of your examination purporting to be a Copy of a & Statement Delivered in to the Board of Masulipatam of Sundry Sums of Money paid by different Zemindars or Renters of the Complainants Lands and Farms within the Districts of Masulipatam aforesaid & Amounting to Madras Pagodas Forty four Thousand three hundred and eighty three four fanams and seventy seven Cash - are or are not the said Several Zemindars or Renters in the said Statement Named Credited in the Complainants Cash account for the several Sums by

them

thow thorein appearing to have been paid and to whom doth it appear by the said Cash Account that the said Several Sums were paid - and whether the said Zemindars or Renters are or are not so credited in the said & Complainants Cash Account under the date of the Tenth of June One thousand Seven hundred and Eighty Seven or under any other and what date - and whether any and what Receipts were given to the said & Zemindars or Renters for the same, and by whom - and on what Account the said Receipts were particularly given whether on the accounts in the said Statement setforth or on any other and what Account - Whether you know that the Complainants Cash Accounts was or was not Credited on the said Tenth Day of June in the Sum of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash for that amount paid for a Bill of Exchange Drawn by the said Condraigula Juggernaud Row otherwise Juggapah in favor of the Complainants President and Council aforesaid - If yea or whether the Bill of Exchange marked C. whereto you have been Interrogated is or is not the same and to whom doth it appear by the said Cash account that the Sum of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash was paid. for the said Bill of Exchange - Declare the same particularly or you know have heard or been informed -

To Ditto ..... 13.th According to the Custom and Rules of the Complainants Government, and manner of Accounting with the Zemindars and Renters of the Lands and Farms, within the Districts of the said Factory or Settlement of Masulipatam aforesaid - doth or doth not the Receipts of the Chief of the said Factory or Settlement discharge the said Zemindars and Renters for the sums therein Acknowledged to have been paid and for the purposes therein expressed - and whether or no is the Complainants Cash Account debited for the said several Sums in the said Receipts acknowledged to have been paid for the Purposes therein expressed or for any other and what Purpose Declare -

To Andrew Scott ..... 14.th Was it or not the Custom during the time that the Defendant was Chief of the said Council at Masulipatam aforesaid for the said Council to Sign Letters of Advice enclosing Bill of Exchange & Remitted from Masulipatam to the Complainants President and Council at Fort Saint George - If yea whether such Letters were Signed in Council or by Circulating the same to the Different Members - by & whom were such Letters written - by whose Order - and by whom were the said Letters Presented or Sent to the said Council for Signature Whether Do you know - or believe that the Members of the said Council had or had not any information of knowledge of the said Bill of Exchange whereto you have before been Interrogated marked A & B Previous to the Letters of Advice Thereof to the said President and Council at Fort St George being Presented or Sent in Circulation for Signature - Declare -

To Ditto ..... 15.th Was or was not the Bill of Exchange Marked A Drawn by Caladinde Vencatarama Rayer or Cousenaudone Vencapah whereto you have been before interrogated. Returned to Masulipatam by the President and Council at Fort Saint George for what of Acceptance - Do you know or have you heard of any and what explanation to the said Council of the Reasons of the said

Bill

Bill not being Accepted and by whom and in what manner - whether in Council or otherwise by notes Letters in Writing and how - Do you know or have you heard whether the Defendant did or did not inform the said Council and how and in what manner that the said Bill of Exchange had been Procured by the means of Condraigula Juggernaut Row or otherwise Juggapah Did he or not inform the said Council that the said Condraigula Juggernaut Row otherwise Juggapah or any other person or Persons and whom by name, had agreed that the Amount of the said Bill of Exchange Should Remain in the Complainants Treasury untill Advice of the Acceptance of the said Bill of Exchange -

Whether Do you know that the Amount of the said Bill of Exchange was or was not paid back into the Complainants Treasury and whether any Entry of the same having been paid back was made in the Complainants Cash Account at Masulipatam - Whether you do know or have heard that any Advice was received at Masulipatam of the said Bill having been accepted previous to the Defendant leaving and giving up the said Chiefship - Declare the same as you know and do believe -

To Ditto - - - 16th Did or did not the Board of Revenue at Fort St George some time in the Month of April One Thousand Seven hundred and eighty Seven or when write to the said Defendant and the Council at Masulipatam in any and what terms of the Surprize or otherwise at the Arrears then due by the said Condraigula Juggernaut Row otherwise Juggapah - whether were or were not the said Representations the Case of the said Condraigula Juggernaut Row otherwise Juggapah Affairs at that time - Did or did not some One or more of the Council

Council at Masulipatam aforesaid write to you as Secretary or otherwise Respecting the same - Advising an investigation of the said Condraigula Jaggernaut Raw otherwise Juggapahs Accounts or how otherwise - Was or was not the said Condraigula Juggernaut Row or by the said Defendant or by the said Council called upon to deliver in any Statement of his affairs and if not - Did or did not the Defendant as Chief or otherwise, some time on or about the thirtieth day of April in the said Year One thousand Seven hundred and Eighty seven or when deliver in to the said Council an Account Current as between him and the Complainants - If yea whether you know the same to have been approved of by the Complainants or by the Board of Revenue - and what do you know or Recollect to the best of your Remembrance was the Balance of the said Account Was there or was there not an Account Current between the Complainant and the said Condraigula Juggernaut Row otherwise Juggapah Drawn out some time in the Month of July following - If yea what do recollect was the Balance thereof and whether the same did agree with the said Account of the April Proceeding - and if not why not - and in what articles did the said Account differ and what was the Balance of the said Account made up in July aforesaid Declare the same as you know have heard and do believe -

To James Hodges William Augustus Doblyn Samuel Stathew and Andrew Scott - - - 17th Whether or were not the said three Bills of Exchange Marked A B & C before shewn to you whereto you have been Interrogated returned to the Chief and Council at Masulipatam aforesaid

aforesaid for want of payment, whether the same were or were not Severally presented to the Drawers Thereof for payment and whether any and what Requisite or necessary ways or means were not used for the recovery thereof from the Drawers thereof - Whether or no did of Caldindee Venetaram Raujoo Acknowledge or deny that he had or drawn the Bill of Exchange marked A on Cauvenaidoo Vencapah and who did he say had Signed his name thereto - Did it or not appear that the afore named Condraigula Juggernaut Row or otherwise Juggapah was or was not some manner And how or interested in the Drawing of the said Bill of Exchange If Ye relate and Setforth the Particulars Thereof as the same have come to your knowledge and you do believe Do you know or can you Recollect what Cause or reason was given by the said Condraigula Juggernaut Row. otherwise Juggapah for not payeng the said Bills of Exchange marked B & C at their return to Masulipatam and if he assigned or gave any Cause or Reason why the same were not paid at Fort St George by the said Chelacalapoody Sitteramiah on whom the same were Drawn Declare the same particularly as you know have heard and do believe the same -

To Ditto — 18.th Do you know have you heard or been informed whether it has or has not been the Custom and usage of the Compll President and Council at Fort Saint George to protest Bills of Exchange for non Acceptance or non Payment Declare —

To Ditto

To Ditto — 19.th Was or was not Morgan Williams in the Complainants civil Service Chief of Masulipatam aforesaid previous to the Appointment of the said Defendant as Chief thereto as aforesaid - If yea did or did not the said Morgan Williams during his being Chief as afore said make certain Settlements with Vachavoy Juggapatty Rauze Zemindar of Peddapore within the Districts of Masulipatam aforesaid for the Rents or Kists of the said Zemindary - and whether there was or was not due from the said Vachavoy Juggapatty Rauze some and what Considerable or other Sum of Money on Account of the said Settlement at the time that the said Defendant did became Chief of Masulipatam as aforesaid Look at the Statement or Account now Shewn to you at this the time of your Examina tion marked - 5 No 2 purporting to be an Account between the said Vencavay Juggapatty Rauze and the Complainants on Account of the said Morgan Williams Settlement. doth or doth not the same contain a true Account of the Several Sums Debited and Credited in the said Complainants Cash Accounts at Masulipatam aforesaid on the Account aforesaid - Look at the Several Exhibits now Shewn to you at this the time of your Examination marked Nos 6-7-8-9-10-11-12-13 purporting to be Eight Receipts - is or is not the name of the Defendant thereto Severally Subscribed of his own proper hand writing and whether the said Receipts were or not Severally or any and which of them given by the said Defendant as Chief of Masulipatam aforesaid

aforesaid as Receiver of the Complainants Rents and Revenues unto the said Vencavay Juggapatty Rauze - and whether the same were so given on Account of the said Morgan Williams Settlement or an any other and what Account - Look at the Statement or Account now shewn to you at this the time of your Examination marked N°1 purporting to be an Account between the Complainants and the said Vachavoy Juggapatty Rauze on Account of the Defendants own Settlement with the said Vachavay Juggapatty Rauze - Is or is not Charles Floyer Junior described in the said Stealement Paymaster of &c Samuel Cotah debited in the Complainants Cash Accounts for the Sum of Thirty nine Thousand three hundred and ten Madras Pagodas according to the Receipts therein mentioned to the said Vachavoy Jaggapatty Rauze to have been given - If ye, whether he is not also &c credited for the said Sum of Thirty nine thousand three hundred and ten Madras Pagodas or any other and what Sum paid unto the Defendant as Chief of Masulipatam or otherwise as having accounted with the said Defendant for the same as Received from the said &c Vachavay Jaggapatty Rauze on Account of the Defendants aforesaid Settlement or how otherwise - Is or is not George Westcott in the &c Statement mentioned Debited in the Complainants Cash Account for the Sum of Thirty Six thousand Madras Pagodas According to the Receipts therein mentioned to the said Vachavay Juggapatty Rauze to have been given - and whether is he or not therein &c

Credited.

Credited for the like Sum of Thirty Six thousand Madras Pagodas or any other and what Sum paid unto the Defendants as Chief of Masulipatam or otherwise as having accounted with the said Defendant for the same - as Received from the said Vachavay Juggapatty &c Rauze on Account of the Defendants aforesaid Settlement or how otherwise - Do you know have you heard or been informed and by whom - that the several Sums of Five thousand Madras Pagodas which appears to have been paid by the said Vencavay Juggapatty Rauze Viz the means of Vencaiyah on Account of the Defendants said Settlement were or were not either and which of them paid to the said Defendant or unto any other person on his Account If ye to whom - Do you know have you heard or can you any way and how explain the Cause and Reason that the said Vachavoy Juggapatty Rauze - is Credited in the Complainants Cash Accounts at Masulipatam in the Sum of Seventy one &c Thousand one hundred and fifty Six Madras Pagodas Thirty four fanams and Sixty five Cash on Account of the Defendants said Settlement, and not in the Sum of Eighty thousand Eight hundred and ten Madras Pagodas as charged by him to have been paid on Account thereof - and whether you do know - and how &c whether the said Vachavoy Juggapatty Rauze, did or did not pay the said Sum of Eighty thousand Eight hundred and ten &c

Madras

Madras Pagodas on Account of the said Defendants Settlement to the
Defendant or unto any other person or persons on his Account or by him
thereto Authorized and to whom as you know have heard and have reason
to believe together with the Causes and Reasons of such your Belief

To Charles Floyer Junior - 20.th Was you or was you not Paymaster
of Samuel Cottah some time in the month of March April and May in
the Year One thousand Seven hundred and Eighty seven Was it or was
it not the Duty of your Station as Paymaster as aforesaid to receive
the Rents and Revenues of the Complainants and to Account for the
same with the Chief or with the Council at Masulipatam and to
which of them - Look at the Exhibit now Shewn to you at this the time
of your Examination marked N.15 N.17 To Wit N.15 purporting to be a
Receipt from you for the Sum of Sixteen Thousand Six hundred and
fifty five Madras Pagodas on Account of Rajah Juggapully Rauze, under
the date of the Twenty ninth Day of March One thousand seven hund
red and eighty seven and Signed by you, and one N.16 for the like
Sum of Sixteen thousand Six hundred and fifty five Madras Pagodas
on Account of the said Rajah Juggapultty Rauze under the Date of the
Eighteenth day of April One thousand Seven hundred and Eighty seven
and Signed by you - Is or is not your Name to both the said Receipts
Sett and Subscribed of your own proper hand - and whether did you or
not Sett and Subscribed your name thereto - also one N.17 - purporting
to be a Receipt from George Wescott to the said Raja Juggapultty
Rauze under the date of the fifth day of May one Thousand Seven

hundred

hundred and Eighty seven, for the Sum of Six thousand Madras Pagodas
and by him Certified to have ben paid to you - Did you or did you not
Receive the said Several Sums of Sixteen thousand six hundred and
fifty five Madras Pagodas, and of sixteen Thousand six hundred
and fifty five Madras Pagodas and of six Thousand Madras Pagodas
from or an Account of the said Rajah Juggapultty Rauze Zemindar of
Peddapore, and whether on Account of the Defendants Settlement with the
said Rajah Juggapultty Rauze any other and what Account - Did you
or did you not Account with the said Defendant as Chief or with the
Chief and Council for the same and every part thereof and how and in
what manner Declare -

- - - - 25.th Look at the Exhibits N.18 and N.19 now Shewn to you at
this the time of your Examination, purporting to be two Receipts from the
aforenamed George Wescott - one under the Date of the first Day of June
for the Sum of Thirty Thousand Madras Pagodas and one under the
Date of the Eleventh Day of June One Thousand Seven hundred
and Eighty Seven for the Sum of Six Thousand Madras Pagodas
both to the aforesaid Rajah Juggapultty Rauze Zemindar of Peddapore
have you Seen the said George Wescott write, have you Received
Letter from him - and are you thereby Acquainted with the Character
and Manner of his hand Writing If yea - Do you know or believe
the name and Signature to both or either of the said Receipts to be
the hand Writing of the said George Westcott - Do you know

whether

whether the said Several Sums of Thirty Thousand Madras Pagodas and &c
Six Thousand Madras Pagodas, were or were not Received by him on
Account of the Defendants Settlement for the Rents or Rents of the &c
Zemindary of Peddapore or on any other and what Account. and do you
know have you heard or been informed whether the said George Westcott
Did or did not Account with the said Defendant as Chief or with the &c
Chief and Council of Masulipatam for the same, and every Part thereof
and how and in what manner, as you know have heard and do believe—

To Vencayah 22d Was you or was you not Vakeel to Vachavay Juggapatty Rauze
Zemindar of Peddapore some time in the months of May or June, If yea
Did you or did you not pay unto the Defendant as Chief of the Council
of Masulipatam or unto the said Chief and Council there the Several &c
Sums of Five thousand Madras Pagodas and five hundred Madras &c
Pagodas or any other and what sum or Sums of Money on Account of
the said Vachavay Juggapatty Rauze. If ye. how and in what manner
whether in Cash or by Bill of Exchange or how otherwise and on what &c
what particular Account between the said Vachavay Juggapatty Rauze &c
and the Complainants whether an Account of any and what Settlement for the
Rents or Rents of the Zemindary of Peddapore and of what and whose
Settlement whether on Account of the Settlement made by Morgan Williams
or on Account of the Settlement made by the Defendant declare the same
as you know have heard and Do believe—

To James Hodges
William Augustus
Dobbyn Samuel
Statham and Andrew Scott— 23d Do you know whether the said Condraigula Jaggernaut
Row otherwise Juggapah was or was not indebted unto the &c
Complainants

Complainants in some or any Considerable Sum or Sums of Money for
Arrear of Rent of the aforesaid Lands and Farms rented by him within
the Districts of Masulipatam aforesaid in the years One Thousand
seven hundred and Eighty Six and One Thousand Seven hundred
and Eighty seven. Do you know whether the said Condraigula Jug
=ganaut Row otherwise Juggapah, is or is not Credited in the Complainant
Cash Accounts at Masulipatam aforesaid in any and what Sum or &c
Sums of Money, on Account of Payments by him made on Account
of the aforesaid Lands and Farms or any of them During any and
what Period from the first Day of September One Thousand seven
hundred and Eighty Six to the end of March One Thousand seven
hundred and Eighty seven. And do you know whether he was not &c
called upon so to do— and if not why not. and whose duty and office
was it to call upon the said Condraigula Jaggernaut Row otherwise
Juggapah to pay and make good his said Rent or arrears of Rent
Declare the same as you know and do believe—

To Gurden Doss Soucar— 24th Did you or did you not at Masulipatam or were
some time and when. in the month of September or when give a
Teep to Condraigula Jaggernaut Row otherwise Juggapah for the
Sum of Twenty eight Thousand Madras Pagodas or any other and
what Sum or Sums of Money— If ye— whether the said Teep
was or was not made Payable to Charles Floyer then Chief of
Masulipatam aforesaid and at whose Direction or to whom
whether you did or did not pay the said Sum of Twenty Eight
Thousand

Thousand Madras Pagodas in Discharge and Prayment of the said Jeep to the said Charles Floyer or to any other person or persons on his &c Account as you know and believe. Did you or did you not get Receipts from the said Charles Floyer or from any person or persons and whom for the said Sum of Money at the time that you so paid the same, Did you or did you not Recieved back the said Jeep after your having Discharged the same and from whom did you &c Receive the same back. and what is become Thereof and how has the same been Disposed of. and if you Should Declare that you have Destroyed the same, Why and by whose Order and whether it is customary for you to destroy Jeeps after you have paid and Discharged them.

Did you or did you not at Masulipatam aforesaid some time and when in the month of March One Thousand Seven hundred and Eighty &c seven or when give a Draft or Bill of Exchange unto the said Condr aigula Juggernaud Row otherwise Juggapah on Bonares for the sum of Seventy two Thousand two hundred and Sixty Rupees or any other and what Sum or Sums of Money. If ye whether the said Draft or Bill of Exchange, was or was not made Payable to the said Charles Floyer then Chief of Masulipatam aforesaid and by whose Direction or to whom whether you know that the said Draft or Bill of Exchange &c was or was not the said Charles Floyer or unto any other person or persons on his Account and whom, and whether in Rupees or Madras or in what Coin or Specie and to what did the same Amount in Madras Pagodas

or

or other Coin or Specie it was paid in. whether you Received Value for the said Jeep and Bill of Exchange from the said Condraigula Jaggernaud Row otherwise Juggapah or from whom and whether you Received any Premium or Interest upon the several Amounts of the said Jeep and Bill of &c Exchange and to what Amount and from whom Declare

To Combor Metto Verna Gomastah to Gurder Dofs Soucar

25th Was you or was you not Gomastah to &c Gurder Dofs Soucar at Masulipatam in the year One thousand Seven hundred and Eighty Six and in the year One thousand Seven hundred and Eighty Seven. If ye do you know whether the said Gurder Dofs died or did not at Masulipatam aforesaid. some time in the Month of September One Thousand seven hundred and Eighty Six or when. gave a Jeep to Condraigula Juggernaut Row otherwise Juggapah for the Sum of Twenty Eight Thousand Madras Pagodas or any other and what Sum or Sums of Money. If yea whether was or not the said Jeep made Payable to Charles Floyer then Chief of Masulipatam aforesaid and by whose or Direction or to whom whether you know have heard that the said Gurder Dofs died or did not by himself or any person or Persons, and who pay the said Sum of Twenty Eight thousand Madras Pagodas. in discharge and Payment of the said Jeep to the said Charles Floyer or to any Person or Persons on his Account. Did or Did not the said Charles Floyer or any other Person or Persons on his Account give any Receipt or Receipts for the said Sum of Twenty eight thousand Madras Pagodas or any part Thereof Do you know whether the said Gurder

Dofs

Dofs did Receive back the said Jeeps after payment thereof and from whom-
and what is becomne of the said Jeeps as you know and have been informed —
What do you know was the Custom of the said Gurder Dofs to do with Jeeps
he had Given after the same had been Returned upon payment thereof- Do
you know have you heard or been informed whether the said Gurder Dofs
Did or did not some time in the month of March One thousand Seven hun-
dred and eighty seven or when at Masulipatam aforesaid give a Draft
or Bill of Exchange on Banaras for the Sum of Seventy two thousand
Seven hundred and Sixty Rupees or any other and what Sum or Sums of
Money unto the aforesaid Condraigula Jaggernaut Row otherwise Juggapah
If ye was or was not the said Draft or Bill of Exchange made &c
Payable to the said Charles Floyer or to whom and at whose desire &c
Do you know whether the said Draft or Bill of Exchange was or was
not Paid unto the said Charles Floyer or unto any other Person or Persons
on his Account and to whom and whether in Rupees or in Madras Pagodas
or in what Coin or Specie and to what did the same Amount in Madras
Pagodas or other Coin or Specie it was Paid in - Whether you know have
heard or been informed that the said Condraigula Jaggernaut Row otherwise
Juggapah or who did pay any and what Value for the said Jeeps and
for the said Draft or Bill of Exchange severally or any Premium
or Interest thereon and to what Amount -

To all the Witnesses 26.th Do you know of any other matter or thing or have
you heard or can you Set forth any thing Touching the matters in Question
in this Cause that may tend to the benefit or Advantage of the Complainants

If

If you Declare the same as you know have heard, or do believe to gether
with the Reasons of such your Belief as fully and Particularly as if
you had been thereunto Particularly Interrogated -

Henry Du Puy
Atty for the Complainants

Robert Melcolm ....
J. Fergusoz ....
Wm. Brown ....
Rt. Kinchiant ....
} Commissioners

D.r Vachavoy Juggapetty Rauze Zemindars of Peddapore in 1787 in M.r J. Sloyers Administration on Accounts of

1786 July	17th	To Cash paid into the Companys Treasury on Account of his Tribute was adjusted in M.r Williams Chiefship thro Chacravadanla Reddapah at this Place	8000 " "		
	18th	To D.o	1000 " "		
	21	To D.o	2000 " "		
Aug.t	20th	To D.o	2000 " "		
	21st	To D.o	3000 " "		
	24th	To D.o	1400 " "		
	26th	To D.o	1000 " "		
	27	To D.o	600 " "	22000	"
		To Amount of 2 Draffts to be paid in favor of Coroud Comittee Drawn by Chief and Council			
		Inv 6th Sept.r Delivered them as Juggernaut for rano	1200 " "		
		13th To D.o	2200 " "		
		14th To D.o	1150 " "		
		28th Nov.r D.o Rajahmundry	2200 " "	9550	" "
		To Amount of 4 Draffts to be paid in favor of Charles Sloyer Sen.r Paymaster at Samulcotah by the Chief			
		Inv 11th Sept.r Delivered him			
		14th To D.o	1500 " "		
		15th To D.o	2000 " "		
		17th To D.o	2700 " "		
		26th Nov.r D.o	2500 " "		
		21st Janry 1787 D.o	1000 " "		
		23d D.o D.o	5000 " "		
		11th March D.o	1000 " "		
		15th D.o D.o	2500 " "		
		17th D.o D.o	10500 " "		
		To Amount of Draff to be paid to M.r Yeats Drawn by the Chief on 28th Nov.r 1787	1000 " "	29500	" "
Dec.r	5th	To Ready Money Delivered in to the Cash at Masulipatam	1369-1-15		
	6th	To D.o D.o	6500 " "		
	13th	To D.o D.o	4000 " "		
	15th	To D.o D.o	3500 " "		
1787 Janry	16th	To D.o D.o	600 " "		
	21st	To D.o D.o	1000 " "		
March	7th	To D.o D.o	2000 " "		
	15th	To D.o D.o	7000 " "		
	19	To D.o D.o	6000 " "		
	26th	To D.o D.o	1000 " "	32969	1. 15
			M.r Pagodas	104019	1. 15

I have Received this Paper
James Hodges

I have read this Paper
A.r Scott

Dobbyn
Sam.l Statham

Account with the Company from 30th June 1786 to 16th June Settlement by M.r Williams

1786 June	30th	By Cash Credited into the Companys Cash Accounts in part of Juggapetty Rauzes Revenues in M.r Sloyers Administration as p Receipts on Account of the Settlement made by M.r Williams		14218	30. 30.
				10781	5 50
				8850	" "
Aug.t	20th	By D.o		6988	" "
Sept.r	2	By D.o		7200	" "
	24th	By D.o			
November	15	By D.o	2900 " "		
	30	By D.o	3000 " "		
Dec.r	2d	By D.o	4000 " "		
	12th	By D.o	3500 " "		
	17th	By D.o	4929. " "	18329	" "
1787 Janry	9th	By D.o		6000	" "
	30th	By D.o	5000 " "		
March	9th	By D.o	14000 " "		
	20th	By D.o	2980. " "		
	26th	By D.o	6672. 1. 15.	28652.	1. 15.
	31st	By D.o			
				104019.	1. 15.

By Order
Signed And.r Scott Sec.r J. A true Copy M.r Pagodas 104019. 1. 15.
Examined W.m Harington

Extract from a Minutes Delivered in by Charles Floyer Esq.r late Chief of Masulipatam on the 11.th Day of June 1787 with other Papers at the time of his making over the Charge of that Settlement to James Hodges Esq.r

I beg to lay before you a List of Accepted Bills from the Presidency becoming payable Amounting to Madras Pagodas One Thousand five hundred and Twenty Eight thirty four fanams, and thirty five Cash. a Bill in favor of the Governour in Council for Madras Pagodas forty three Thousand two hundred and Eighty three four fanams, and Seventy Seven Cash. and the Cash Accounts to this Day by which there is Balance due to the Company of Madras Pagodas Five Thousand Seven hundred and two, Thirty four fanams and thirty Cash and Nine hundred and Sixty One Rupees four fanams and Seven Cash. which I now deliver over to Mr. Hodges with the Charge of this Settlement.

I have Read this Extract
Wm. Scott

I have read this Minute
James Hodges
Dollyn
Samuel Statham

Extract from the Plea and Answer of Charles Floyer late The United Company of Merchants of England trading to the East Indies by their Agents Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Maunsell of Esq.r Governor and Council of Fort Saint George.

No 5

Statement of the Sums Delivered to Condraegula Jaggernaut Row by Zemindars on Account of the Honble Company, as well as the Sums which should be paid by him to the Company on behalf of the Zemindars an Account of his Meerasy. also a Sum on Account of his late Farms which were Disbursed by him for Mr. Floyer as it is Expressed in his / Jaggernaut Row / Petition Dated 4.th August 1787 but brought to Cash Account on the 10.th June 1787 and for which Amount his Jaggernaut Rows Bill was Transmitted to the Presidency.

Mondapetty Ragonautrauze Zemendar of Coriondah		2700	.. ..
Row Comara Venceatarow Zemendar of Peddapore		5909	9 .
Vasenddy Vencatatory Naidoo Zemendar of Nundigamah		5000	.. ..
Condraegula Jaggernaut Row Renter of Masulipatam			
Farms Dr. brought to Cash Account	5000		
Deducting for so much paid into the Treasury in Ready Money by Mhadera Dos Soucar	1100 ..	3900	.. ..
Macca Vencatah Narsinwaro Opparow Zemr of no Zeed		7157.	26. 21.
Reddy Murgapally Doo Zemr of Balavaram an Account of Tribute	4529. 23. 3.		
D.o of Merasy	3647. 31. 72.	8177.	21. 75.
Reddy Vizagapaud Doo for Gootalah on Acct of Tribute	4790. 28. 69.		
D.o of Merasay	3647. 31. 72	8438.	19. 61
Reddy Narsinvaro for Collapilla on Accounts of Tribute	867. 31. 32		
D.o of Merasay	1132. 4. 48.	2000	.. ..
Madras Pagodas		13282	4. 77.

NB With Respect to the above Related Sums Excepting the 4 Sums marked thus / I beg leave to inform Your Honors that they were Delivered to me by the Zemindars at Different times on Accounts of the Honble Company for the Current Settlement of

of Summabundy which I have at other times Disbursed on Account of M.r Floyer. Concerning the Sums Marked thus I beg leave to inform Your Honors that they are on Account of my Necessary Villages in the Districts of Beddy wars which had been continued to me, and thereby I should be accountable to the Company in behalf of the said Zemindars for the Account had I not Supplied M.r Floyer with so Considerable a Sum as is Expressed in any Account Current with him M.r I should have Liquidated as well as the Sum Marked thus to the Company. However he / M.r Floyer / was pleased to Place the said 43283. 4. 77. to the Credit of the said Zemindars Ac.t by the Reason Expressed in my Petition Dated 4.th August last.

Masulipatam
20.th September 1787

/ Signed / C. Jaggernaut Row
Native Copy

I have read this Paper
James Hodges native copy.

P. Walker formerly and
A.s Scott
Secry

Dobbyn

Samuel Statham
True Copy

I have read this Paper
G Taylor
Duty Reg.r

Masulipatam 30.th June 1786

Received of Rajah Vacheery Jaggapetty Rauze Bahader Zemendar of Peddapore into the Honble Companys Cash the Sum of Fourteen Thousand two hundred and Eighteen Madras Pagodas Thirty Fanams and Thirty Cash on the following Account.

On Account of his Arrears of the Tribute of the Meorasy Villages. ... 4487. 3. 35.

Inpart of his Agreement for Madras Pagodas 27969. 22. 40. Dated 27.th April last. ... 9731. 26. 75.

Madras Pag.s 14218. 30. 30

C. Floyer Chief

Masulipatam 20.th Aug.t 1786

Received of Rajah Vacheery Jaggapetty Rauze Bahader Zemendar of Peddapore into the Honourable Companys Cash the Sum of Thirteen Thousand Seven hundred and Eighty one Madras Pagodas five Fanams and fifty Cash on Part of his Agreement for M.P.s 27969. 22. 40 Dated 27.th April last.

Charles Floyer Chief.

M.P.s 13781. 5. 50.

Masulipatam 2d Sept.r 1786

Received of Rajah Vacheury Jaggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash the Sum of Pr Eight thousand Eight hundred and Fifty Madras Pagodas in part of his Agreement for M.s P.s 127969-22.40. Dated 27.th April last-

Charles Floyer Chief

M. Cash 8850.

21786

Masulipatam 21.st Sept.r 1786

Received of Rajah Vacheury Jaggapetty Rauze Bahader Zemindar of Peddapore into the Honourable Companys Cash the Sum of Six Thousand nine hundred and eighty eight Madras Pagodas in part of his Agreement for Madras Pagodas. 127969-22.40. Dated 27.th April last-

Charles Floyer Chief

M. P.s 6988.

వెలుగొండ 1786

Masulipatam 13.th Nov.r 1786

Received of Rajah Vacheury Jaggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash the Sum of Seven Thousand and two hundred Madras Pagodas in part of his agreement for for Madras Pagodas. 127969-22.40. Dated 27.th April last-

Charles Floyer Chief-

M. P.s 7200.

నవంబరు 13 1786

Masulipatam 9.th January 1787

Received of Rajah Vacheury Jaggapetty Rauza Bahader Zemindar of Peddapoor into the Honble Companys Cash on the following Dates the Sum of Eighteen Thousand three hundred and twenty nine Madras Pagodas in part of his Agreement for Madras Pagodas 127969-22.40. Dated 27.th April last-

1786 November 30.th		2900.	"
December 2d		3000.	"
12.th		4000.	"
17.th		3500.	"
1787 Janry 9.th		4929.	"
M.l Pagodas		18329.	"

Chas. Floyer Chief

జనవరి 9-1787

Masulipatam 30.th January 1787

Received of Rajah Vacheury Jeggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companys Cash the Sum of Six Thousand Madras Pagodas in part of his Agreement for M.s Pagodas. 127969-22.40. Dated 27.th April last- Charles Floyer Chief

M. Pagodas. 6000

జనవరి 30 1787

Masulipatam 31.st March 1787

Received of Rajah Vachavoy Juggapetty Rauze Bahader Zemindar of Peddapoor into the Honble Companys Cash on the following Dates the Sum of Twenty eight Thousand Six hundred and fifty two Madras Pagodas one fanam fifteen Cash infull of his Agreement for Madras Pagodas 12796 9. 22. 40. Dated 27.th April 1786

1787 March 9.th		5000.	" "
20.th		14000	" "
26.th		2980.	" "
31.st		6672.	1. 15.
M. Pags.		28652.	1. 15.

Charles Floyer Chief

Dr Vachavoy Jeggapatty Rauze Zemindar of Peddapore in Account with the Company from 21st March to 18th June 1787 on account of his own Settlement — Cr

Dr

To Cash paid on Account of Settlement adjusted by Mr Floyer of Current year follows Vizt —

Thro Mr Floyer Junior, Paymaster at Samulicotah

March 21	To Cash Delivered him 3000	as pr his Receipt Dated 29th March 87		
29	To Ditto — 13655		16655	"
April 18	To Ditto as pr his Receipt of this Date		16655	"
May 5	To Ditto Receipt from George Westcott on his Account — 6000		39310	"

Thro Mr Westcott

13th	To Cash Delivered him 3000			
14th	To Ditto — 5000	as pr his Receipt Dated 1st June 1787	30000	"
15th	To Ditto — 8000			
19th	To Ditto — 8000			
29th	To Ditto — 6000			
June 3d	To Ditto — 3000	as pr his Receipt dated 11th June 1787	6000	"
10th	To Ditto — 3000			
30th	To Ditto Delivered in by Venkayah Vakeel at this Place on account of Venkatachellams Bill		5000	"
6th	To Ditto — Ditto — 500		5500	"
			Madras Pagodas 80810	"

I have read this Paper
James Hodges
I have received this Paper
A. Scott

A true Copy
Wm Balfour
Secretary

Wm Dobbyn

Chs Wm Harrington

Sal Statham

Cr

By Cash Credited into the Companys account in part of Jeggapetty Rauze Revenue by Mr Floyer on account of his own Settlement with him or the following Dates Vizt —

March 31st	By Ditto	6982	34	65
April 23d	By Ditto	16595	"	"
30th	By Ditto	25559	"	"
May 31st	By Ditto	6000	"	"
June 7th	By Ditto	20	"	"
18th	By Ditto	6000	"	"
			71156	34 65

By Difference between the Receipts from the Zemindars accounts and what was Carried to Cash account on Mr Floyers Administration Credit ought to be given more in the Cash to the Zemindar — 9653 1 15

Madras Pagodas 80810 " "

By Order
Signed A. Scott Secy

Received this day from Ramahchendarador the Sum of Madras Pagodas16655. being the first half of a Bill Drawn on him by Rajah Juggaputty Rauze for 33310 Madras Pagodas-

Chas. Floyer Junr.

Samulcotah
29.th March 1787

Samulcotah 18.th April 1787

Received this Day from Ramachendrador the Sum of Madras Pagodas Sixteen thousand Sixhundred and fefty five/16655/ which Completes the Payment of a Bill Drawn on him by Rajah Juggaputty Rauze for Madras Pagodas-33310

Charles Floyer Junr.

Samulcotah 5.th May 1787

Received of Rajah Jeggaputty Rauze Bahader Zemendar of Peddapoor in the Circar of Rajahmundry on account of the Honble Company the Sum of Six Thousand Madras Pagodas Paid by him to Mr. Charles Floyer Junior inpart of his Cobolicte for Madras Pagodas 182.22.37. Dated 12.th Feby last

Madras Pagodas 6000

The above Amount 6000 Madras Pagodas were Inrow to Master Charles Floyer Junior the Day before my Arrival

George Westcott

Samulcotah 1.st June 1787

Received of Rajah Jeggaputty rauze Zemindar of Peddapore in the Circar of Rajahmundry on account of the Honble Company on the following Dates the Sum of Thirty thousand Pags. inpart of his Cobolicte for Madras Pagodas 182.35.7. 22. 37. Dated 12.th Feby last

May 13.th	3000.
14.th	5000.
15.th	8000.
19.th	8000.
29.th	6000.
M. Pagodas.	30000.

Errors Excepted
J.G. Westcott

Received this day from Ramakchendaradoo the Sum of Madras Pagodas 16655. being the first half of a Bill Drawn on him by Rajah Juggaputty Rauze for 33310 Madras Pagodas-

Chas. Floyer Junr.

Samulcotah
29th March 1787

Samulcotah 18th April 1787

Received this Day from Ramachendradoo the Sum of Madras Pagodas Sixteen thousand Sixhundred and fifty five/16655/ which Completes the Payment of a Bill Drawn on him by Rajah Juggaputty Rauze for Madras Pagodas-33310

Charles Floyer Junr.

Samulcotah 5th May 1787

Received of Rajah Seggaputty Rauze Bahadar Zemendar of Peddapoor in the Circar of Rajahmundry on account of the Honble Company the Sum of Two Thousand Madras Pagodas Paid by him to Mr. Charles Floyer Junior inpart of his Cobolcote for Madras Pagodas 182.22.37. Dated 12th Feby last

Madras Pagodas 6000

The above Amount 6000 Madras Pagodas were Incre. to Master Charles Floyer Junior the Day before my Arrival

George Westcott

Samulcotah 1st June 1787

Received of Rajah Seggaputty rauze Zemindar of Peddapoore in the Circar of Rajahmundry on account of the Honble Company on the following Dates the Sum of Thirty thousand Pags. inpart of his Cabolicote for Madras Pagodas 182357. 22. 37. Dated 12th Feby last

May 13th		3000.
14th		5000.
15th		8000.
19th		8000.
29th		6000.
M. Pagodas		30000.

Errors Excepted
P G. Westcott

Received this day from Ramahchendarador the Sum of Madras Pagodas16655. being the first half of a Bill Drawn on him by Rajah Juggaputtij Rauze for 33310 Madras Pagodas-

Chas. Floyer Junr.

Samulcotah
29th March 1787

Samalcotah 18th April 1787

Received this Day from Ramachendrador the Sum of Madras Pagodas fiateen thousand Sixhundred and fifty five/16655/ which Compleates the Payment of a Bill Drawn on him by Rajah Juggaputtij Rauze for Madras Pagodas-33310

Charles Floyer Junr.

Samalcotah 6th May 1787

Received of Rajah Seggaputtij Rauze Bahader Zemendar of Peddapoor in the Circar of Rajahmundry on account of the Honble Company the Sum of Six Thousand Madras Pagodas Paid by him to Mr. Charles Floyer Junior inpart of his Cobolcote for Madras Pagodas 182.22.37. Dated 12th Feby last

Madras Pagodas 6000

The above Amount 6000 Madras Pagodas were Issued to Master Charles Floyer Junior the Day before my Arrival

George Westcott

Samulcotah 1st June 1787

Received of Rajah Jeggaputtij rauze Zemindar of Peddapoore in the Circar of Rajahmundry on account of the Honble Company on the following Dates the Sum of Thirty Thousand Pags. inpart of his Cabolicote for Madras Pagodas 182357. 22.37. Dated 12th Feby last

May 13th		3000.
14th		5000.
15th		8000.
19th		8000.
29th		6000.
M. Pagodas		30000.

Errors Excepted
P G. Westcott

Received this day from Ramachendrador the Sum of Madras Pagodas 16655. being the first half of a Bill Drawn on him by Rajah Juggapultty Rauze for 33310 Madras Pagodas.

Chas Floyer Junr.

Samulcotah
29th March 1787

Samulcotah 18th April 1787

Received this Day from Ramachendrador the Sum of Madras Pagodas sixteen thousand Sixhundred and fefty five 16655 which Compleates the Payment of a Bill Drawn on him by Rajah Juggapultty Rauze for Madras Pagodas 33310

Charles Floyer Junr.

Samulcotah 6th May 1787

Received of Rajah Jeggapultty Rauze Bahader Zemendar of Peddapoor in the Circar of Rajahmundry on account of the Honble Company the Sum of Six Thousand Madras Pagodas Paid by him to Mr. Charles Floyer Junior inpart of his Cobolieto for Madras Pagodas 182.22.37. Dated 12th Instt last

Madras Pagodas 6000

The above Amount 6000 Madras Pagodas were Issued to Master Charles Floyer Junior the Day before my Arrival

George Westcott

Samulcotah 1st June 1787

Received of Rajah Jeggapultty rauze Zemindar of Peddapoore in the Circar of Rajahmundry on account of the Honble Company on the following Dates the Sum of Thirty thousand Pags. inpart of his Cobolieto for Madras Pagodas 182357. 22. 37. Dated 12th Instt last

May 13th		3000.
14th		5000.
15th		8000.
19th		8000.
29th		6000.
M. Pagodas		30000.

Errors Excepted
P G. Westcott

Samulcotah 11.th June 1787

Recd of Rajah Juggapully Rauze Zemendar of Peddapoor in the Circar of Rajahmundry on account of the Honble Company on the following Dates the Sum of Six Thousand Madras Pagodas in part of his Cobilcote for Madras Pagodas 182357. 22. 37. Dated the 12.th February Last.

June 3.d ... 3000
10.th ... 3000

Madras Pags ... 6000

George Westcott

Madras Pagodas 6000

Additional Interrogatories to be Administered to such Witnesses as shall be produced Sworn and Examined by Virtue of a Commission issuing out of the Honble the Mayors Court at Madraspatnam to Messieurs William Bram Robert Malcolm. Fenlay Fergusson Richd. and Kinchant and William Brown at Masulipatam directed or any three of them and also by Virtue of an Order of the said Court of the Nineteenth of January One Thousand Seven hundred and ninety four for the Examination of Witnesses in a Certain Cause now Depending and at Issue wherein the United Company of Merchants of England trading to the East Indies by Major General Sir Archebald Campbell Knight of the most Honble Order of the Bath their President and Governor of Fort Saint George and its Dependencies and John Hollond James Henry Casmayor and Robert Maunsell Esqrs Members of their Council at Fort Saint George &c aforesaid are the Complainants and Charles Floyer Esqr Senior Merchants in the Service of the said Complainants is the Defendant.

To all the Witnesses. 1.st Do you know the Parties Complainants and Defendant in the Title of these Interrogatories named If yea how long have you so known them or either and which of them Declare

To James Hodges William
Augustus Dobbyn
Samuel Statham and
Andrew Scott

} 2.d Are you or are you not Acquainted with the manner of the hand Writing of Charles Floyer the above named Defendant have you or have you not received Letters from

from him and seen him write If yea took at the Exhibit now shewn to you at this the time of your examination marked N°20 N°21. N°22 N°23 N°24 N°25 N°26 N°27- purporting to be eight Original Receipts to Sundry persons therein named for Money by them paid into the Complainants Cash- by the said Defendant given, as Chief of Masulipatnam Is. or is not the Signature Charles Floyers Chief thereunto severally Subscribed of his the said Charles Floyers own hand writing as you do know and believe.

I. Ditto ... 3. Is or is not the Complainants Cash Account at Masulipatam aforesaid Debited for the several Sums in the said Receipts acknowledged to have been Received under the dates thereon specified or when and whither for the Accounts in the said Receipts expressed or on any other and what Accounts. And particularly sellforth whither Rajah Comara Makepetty Row Zemundare of Pettahpore is or is not credited in the said Complainants said Cash Account at Masulipatam aforesaid under the Date of the Tenth Day of June One Thousand Seven hundred and eighty Seven or or when for the Sum of Five thousand nine hundred and nine Madras Pagodas and nine fanams from him Acknowledged to have been Received by the said Defendant on account of Current Jemmabundy as sellforth in Exhibit N°20 or on any other and what account-.

And also whither Reddy Vizapauldoo for Govalah, is or is not likewise credited in the said Complainants said Cash Account, under the Date of the Tenth Day of June One Thousand seven hundred and Eighty seven or when for the Sum of Five thousand two hundred and Eighty six Madras Pagodas, thirty one fanams and Sixty one cash from him Acknowledged to have been Received by the Defendant on Account of Current Jemmabundy as sellforth in the Exhibit N°21 or on any other and what Account-

And also whither Reddy Vizia Gopaul Doo for Gootalah is or is not like wise credited in the said Complainants said Cash Accounts under the Date of the Tenth Day of June One Thousand Seven hundred and Eighty Seven or when for the Sum of Five thousand two hundred and eighty five Madras Pagodas thirty one fanams and Sixty one Cash from him Acknowledged to have been Received by the Defendant on Account of Current Jemmabundy as sellforth in the Exhibit N°21. or any other and what Account-

And also whither Reddy Vizia Gopaul Doo for Gootalah is or is not like wise credited in the said Complainants said Cash Accounts under the Date of the Tenth day of June One Thousand Seven hundred and eighty Seven or when, for the Sum of Three thousand one hundred and fifty one Madras Pagodas and twenty one fanams from him & Acknowledged to have been Received by the Defendant on Account of Last Years Jemmabundy as Sellforth in the said Exhibit N°22 or on any other and what Account-.

And also whether Maundapauty Ragunah Rauze Zemundar of Coracondah is or is not Credited in the said Complainants said Cash Account under the Date of the Tenth Day of June One Thousand Seven hundred and Eighty seven or when, for the Sum of Two thousand seven hundred Madras Pagodas from him Acknowledged to have been Received by the said Defendant on Account of Current Jemmabundy as sellforth in the Exhibit N°23 or on any other and what Account.

And whither or not is Reddy Mungapatty Doo Zemundar of Polavaram Cridited in the said Complainants said Cash

Cash Account under the Date of the tenth Day of June One Thousand seven hundred and eighty seven or when in the Sum of Eight thousand one hundred and seventy seven Madras Pagodas twenty four fanams and Seventy five Cash from him Acknowledged to have been Received by the Defendant on account of Current Jemmabundy as setforth in the Exhibit N24 or on any other and what Account-

And whether is or not Reddy Narrainvador for Cottapilla Credited in the said Complainants said Cash account under the Date of the Tenth Day of June One Thousand seven hundred and eighty Seven or when for the Sum of Two thousand Madras Pagodas from him Acknowledged to have been Received by the said Defendant on Account of Current Jemmabundy as Setforth in the Exhibit N25 or on any other and what Account-

And whether is or not vasireddy Venkatadry Naido zemindar of Nundegammah credited in the said Cash Account under the Date of the Tenth Day of June One thousand Seven hundred and Eighty seven or when in the Sum of Five thousand Madras Pagodas from him Acknowledged to have been Received under that Date by the Defendant in the Exhibit N26 being a Receipt for a further Sum of Five thousand Madras Pagodas thereon included making together the Sum of Ten thousand Madras Pagodas on Account of Current Jemmabundy or on any other and what Account-

And also whether Condraiegula Jaggernaut vor Ramurs Baw-haudor Renter of Masulipatnam Farms and Havally Lands &c is or is not credited in the said Complainants said Cash Account under the Date of the Tenth Day of June One Thousand Seven hundred and eighty seven or when in the Sum of Five Thousand Madras Pagodas Acknowledged to

to have been received under that Date by the Defendant in the Exhibit N° 27 being a receipt for the Sum of Sixty seven thousand and seventy two Madras Pagodas Twenty two fanams and twelve Cash wherein the said Sum of Five thousand Madras Pagodas is included on account of his Cowle or on any other and what account-

To Ditto- - - 4.th Look at the Paper writing marked N28 now Shewn to you at this the time of your Examination purporting to be a Copy of a Receipt to Rajah Vencata Narsinva apparow Behauder Zemindar of Nooged by the Defendant appearing to have been given as Chief of Masulipatam aforesaid for the Sum of Sixteen Thousand Eight hundred and forty two Madras Pagodas twenty Six fanams and twenty one Cash, on the Dates in the said Copy of the said Receipts expressed on Account of old Balance, is or is not the said Rajah Venkatanarsima apparow Bahauder Zemindar of Nooged Credited in the said Complainants said Cash account under the date of the Tenth Day of June One Thousand Seven hundred and Eighty Seven or when in the Sum of Seven thousand one hundred and fifty seven Madras Pagodas twenty six fanams and Twenty one Cash from him Acknowledged to have been Received under that Date by the Defendant in the said Exhibit N28 on account of Old Balance or on any other and what Account what is meant by the account of old Balance whether is the Same on Account of the Tribute, Rents or Farms of any of the Complainants Districts at Masulipatam aforesaid or on what account- also what is meant by the word Cabiliat in which is is mentioned in the said Account of Old Balance is not included

have

Have you or have you not seen the Original of the Copy of the said Receipt- If you have Declare whither you know and do believe that the said Original was or was not signed by the Defendant as Chief of Masulipatam aforesaid for the purposes therein expressed and Declare, as for any other and what purpose and Account- and whether the said Exhibit N°28 is or is not a true Copy of the said Original, as you know and do believe and from what Circumstance and Circumstances-

Do you know have you heard and been informed what is became of the said Original and in whose Custody Power and Possession the same is now is and what is became thereof- Declare-

To Ditto ---- 5th Do or do not the said several Sums Touching the Credit of which you have been before interrogated, under the Date of the Tenth day of June One Thousand Seven hundred and eighty seven To wit the Amount of Exhibit N°20 being Five thousand nine hundred and nine Madras Pagodas and nine fanams of the Exhibit N°21 being Five thousand two hundred and eighty Six Madras Pagodas thirty one fanams and Sixty one Cash of the Exhibit N°22 being three Thousand one hundred and fifty one Madras Pagodas and Twenty four fanams of the Exhibit N°23 being two thousand and seven hundred Madras Pagodas of the Exhibit N°24 being Eight Thousand One hundred and Seventy Seven Madras Pagodas, Twenty four fanams and Seventy five Cash of the Exhibit N°25 being two Thousand Madras Pagodas of the Exhibit N°26 being Five thousand Madras Pagodas of the Exhibit N°27 being Seven Thousand one hundred and fifty seven Madras Pagodas Twenty six fanams and twenty one Cash make together the Sum of Forty or four thousand three hundred and Eighty three Madras Pagodas seven fanams and Seventy Seven Cash- were or were not the said Persons to whom the aforesaid Receipts appear to have been given indebted unto the Complainants in the several sums in the said Receipts acknowledged to have been Received and on the several accounts on which the same were Acknowledged to have been paid by them severally or either of them on the aforesaid Tenth Day of June One Thousand Seven hundred and Eighty seven, whither were all or either and which of the said Receipts given by the Defendant as Chief of Masulipatam or how otherwise- whether you know that the said Sum of Forty four Thousand three hundred and eighty three Madras Pagodas seven fanams and Seventy Seven Cash or any part and what part thereof was paid into the Complainants Cash or Treasury at Masulipatam aforesaid on the said Tenth Day of June One thousand Seven hundred and Eighty seven and if not-

whether is or is not the Complainants said Cash Account debited on the said tenth Day of June One thousand Seven hundred and Eighty Seven, in the Sum of Forty three Thousand two hundred and eighty three Madras Pagodas, seven fanams and Seventy Seven Cash or in any and what Sum or Sums of Money, for the Amount of the said Bill of Exchange Marked C whereto you have in the former Interrogatories on behalf of the Complainants been interrogated, and to whom is the said Sum of Forty three Thousand two hundred and Eighty three Madras Pagodas Seven fanams and Seventy Seven Cash or any other Sum as and for the Value of the said Bill of Exchange expressed and Charged in the said Complainants said Cash Account to have been paid-

Whether Do you know and how that the said Sum

of

of Forty three Thousand two hundred and eighty three Madras Pagodas seven fanams and seventy seven Cash or any other and what on Account of the said Bill of Exchange Marked C was or was not part of the Amounts of the Sum of Forty four thousand two hundred and Eighty three Madras Pagodas, seven fanams and seventy seven Cash, the amount of the aforgoing Receipts by the Defendant under the Date of the Tenth Day of June One thousand seven hundred and Eighty seven, to the several persons therein named - Declare the same particularly as you know and do believe the same to be -

To Ditto - 6th What is the meaning of the Word Semmebundy or Account of which the Receipts N20. 21. 22. 23. 24. 25 and 26 are expressed to have been given - and also what is the meaning of the word Cowle on Account of which the Receipt N27 is given Declare the same particularly as you know and do believe the same to be -

To all the Witnesses - 7th Do you know of any other matter or thing or have you heard or can you setforth any thing Touching the Matters in Question in this Cause that may tend to the benefit or advantage of the Complainants. If yea Declare the same as you know have heard or do believe together with the Reasons of such your belief as fully and particularly as if you had been thereunto particularly Interrogated -

H. Dupuy
Attorney for the Complainants

Rob.t Malcolm
R. Hinchans
William Brown
F. Ferguson
} Commissioners

Depositions of

Witnesses produced, sworn and examined on the 10th Day of February and several others this following Days in the Year of our Lord one Thousand Seven Hundred and Ninety at the House of Richard Hinchant Esq.r Senior Merchant in Honourable Company Service situated in the Bellah of Masulipatam by virtue of Commission issuing out of the Honourable the Mayor's Court Town & William Crau, Robert Malcomt, & Tinity Fargueson, Richard Hinchant and William Brown at Masulipatam or to any Three of us for the Examination of Witnesses in a Cause there depending between the united Company of Merchant of England trading the East Indies, by Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casimayors and Robert Maxwell Complainants and Charles Floyer Esq.r Senior Merchant in the Service of the said Complainants, is the Defendant -

On

On the part and behalf of the Complainants.

We the said Commissioners also the Clerk by us employed for taking and engrossing the said Depositions having first taken the Oaths annexed to the said Commissioners or thereby required.

James Hodges Gentleman residing on Masulipatam Second in Council aged Thirty nine and upwards being produced sworn and examined on the behalf of the Complainant on Thursday the 16th of February deposeth as followeth.

Imprimis to the first Interrogatory this Deponant saith, that he knows them, is an Asst. of the India Company and he has known Mr. Charles Floyer for many Years. Item, to the 2d Interrogatory this Deponant saith he knows Mr. Charles Floyer arrived on about the 7th or 8th Day of May 1786 at Masulipatam to take Charge of this Chief Ship he was then in no Station, but an Individual coming in the place by the permission of the Madras Government.

Item the 3d Interrogatory this Deponant saith it is the Office of the Chief as the executive Member of Council to receive Charge of the Rent and Revenues of the District dependant on Masulipatam and it was the Custom for the Chief to take Charge of the Cash and act as East India Company Cash Keeper or Treasurer. Agreeable to the Custom of the Service the Chief Charges take and monthly Cash Amount not being in Station at that period he cannot say whether they were solely executed by the Defendant or not, or whether he passed Receipts and Discharges for the Rents under this Chief Ship, but he knows it was Customary so to do.

Item, to the 4th Interrogatory this Deponant saith not being in Station at that Period he does not know what mode Mr. Floyer adopted in procuring Bill for Government, but as the Council sign the Letter that accompany those Bills, it is usual for the Chief to Consult with his Council before they are taken.

Item to the 5th Interrogatory this Deponant saith he does not know whether Mr. Floyer Consulted his Council on receiving the Three Exhibits marked A.B.C. but to the best of his Recollection when Mr. Floyer delivered over the Charge of the Settlement to him in the Beginning of June the exact Day he does not recollect but from a Reference to the Records he finds it to be

the

the 11th June 1787 amany other Papers was a Bill of Condraugala Jaggernautrows therwise Juggapahe for about Fifty Pagodas forty three Thousand 4300, the Exhibit marked C. appears to him to be the same and this was the Bill he told him was accepted by Government /meaning as he sent from the Chief and Council/ and this Bill was forwarded by him and the then Council to the Presidency as an Act of Government previous to his Being a Member of it.

Item the 6th Interrogatory this Deponant said he usually does not recollect.

Item the 7th Interrogatory this Deponant saith that Mr. Floyer did deliver over the Charge of the Settlement in the Beginning of June being removed by the Orders of the Court of Directors the Order arrived at Masulipatam to the best of his Recollection about Thirteen Times before the Charge was delivered to him, he knows he had taken the Bill before he delivered the Charge to him, but whether before the Order arrived or not he does not know not being

being in Station at the time it was not his Duty to Consult with him.

Item to the 8th Interrogatory this Deponant saith Mr. Floyer delivered over a Bill to the best of his Recollections nearly the Amount of the Exhibit marked C. when he delivered over the Charge of the Settlement, as an Act completely finished during his own Chief Ship he delivered over the Cash but he does not recollect whether he then delivered over an Amount of the Cash or sent it afterwards, he does not recollect whether the Exhibit C. was entered in the Chief Cash Amount before Mr. Floyer gave over the Charge of the Chief Ship, but believes, he was not previously consulted on the Subject not being in Station.

Item to the 9th Interrogatory this Deponant saith he did deliver a Minute of Certain Matters relative to the Complainants Affairs, he has looked at the Exhibit No 1 but does not recollect whether it is a true Extract from the above Minute, but believes the Exhibit No 6. to be the same. The Witness

in

in Answer to the said Questions saith he does not recollect whether the Cash Amount was delivered then or not Some days afterwards. The Witness again says that he believes it was entered in the Cash Amount, but cannot exactly recollect, he does not recollect any further Explanation given with the Bill but what he has already said.

Item the 11th. Interrogatory this Deponant saith he has known Condsagala Juggernautrow otherwise Juggatah Man and Boy for fifteen Years not being in Station he cannot speak to the Rest of the Interrogatories.

Item to the 12th Interrogatory this Deponant saith to the first part he does not Recollect, he has already said the Exhibit on marked C. he believes to be the same and to have been entered.

Item to the 13th. Interrogatory this Deponant saith the Receipt of the Chief by the Customs of the Service been Considered so, he also says that it has always been usual to enter all Receipt of Cash in the Chiefs Cash Account.

Item to the 14th. Interrogatory this Deponant saith to the best of his Recollection some Bill was Returned for want of Payment and he believes the Exhibits marked A.B.C. to be the same, he believes the Necessary Step were taken to recover the Amount from the Drawers of those Bills but cannot speak to a Certainty, he does not recollect whether Calvindy Vencatras Sign did acknowledge or deny his having drawn the Exhibit marked A upon Causinadone Venkatah or who he said had signed his Name he does not recollect whether Condraigala Juggarnatrow otherwise Juggatah was interested or not nor he can recollect was given by Condraigala Juggarnatrow otherwise Juggatah for not having said Exhibits B.C. on their Return to Masulipatam, he knows that a Season was given by him for their not being paid at Fort St. George, but what it was he cannot recollect

Item to the 15th. Interrogatory this Deponant saith he does not know.

Item to the 16th. Interrogatory this Deponant saith

saith Morgan Williams was Chief of Masulipa-
tam previous to Mr. Sloyers Appointment
the Witness was not in Station during his
Chief Ships or Mr. Sloyers.
Item to the 23d. Interrogatory this Deponant
saith he was not in Station.
Item to the 1st additional Interrogatory this
Deponant hath already spoken.
Item to the 2d. additional Interrogatory this
Deponant saith he does not know Mr.
Sloyers hand writing and believes the Exhibits
from 20, 21, 22, 23, 24, 25, 26, 27, 28 signed Charles
Sloyer Chief to be his hand Writing.
Item to the 3d. additional Interrogatory this
Deponant saith he was not in Station on
the 10th of June 1787 nor does he recollect
Item to the 4th additional Interrogatory this
Deponant saith to the first part he was
not in Station nor does he recollect. The
meaning of old Balance is, all that is due
after the present Years Settlement is expired
and the Agreement not fulfilled. Cahobit
is a Word newly come into one and means
the

the Yearly Settlement or Agreements with the
Zamindars, Renters, Talookdars. he does not recollect
ever to have seen the Original of the Exhibits
No 29 nor does he know what is become of it.
Item to the 5th additional Interrogatory this
Deponant saith he was not in Station nor does
he recollect
Item to the 6th additional Interrogatory this
Deponant saith the meaning of the word Jam-
mabandy is a Settlement with the Zinzindars
and Couch is an Agreement between the Par-
ties.
Item to the 7th additional Interrogatory this
Deponant saith he has fully answered to the
best of his Recollection but had the Court in-
dulged him with a Copy of the Interrogatories
a few Days before he could have referred to
the Records or Books of the Settlement and
answered this Questions more fully. In ad-
dition to what the Deponant said on the
eighteenth to the fifth Interrogatory he
observes on the twelfth that the Conversation
therein alluded to respecting the Bill upon

Condrai-

Condraigala Juggernatrow otherwise Juggatah Agent at Madras was not before is in hearing of his Council.

James Hodges

Ro.s Malcolm
F. Fergusson
R.t Kinchant
} Commissioners.

William Augustas Dobbyn Gentleman residing in Maselipatam third in Council aged forty two being produced sworn and examined on the behalf of the Complainants on Friday the 15.th of February deposeth as followeth.—

Imprimis to the first Interrogatory this Deponant saith knows the East India Company for Twenty ~~three~~ Years and Mr. Floyer about twelve Years.—

Item to the 2.d Interrogatory this Deponant saith he was not at Maselipatam when Mr. Floyer took Charge of this Settement upon leave of absence at Madras from his Station of Third in Council but returned sometime in August from that Period to Mr. Floyer's Departure, he the Deponant ~~at~~ filled that Station and that of second.—

Item to the 3.d Interrogatory this Deponant saith that it was undoubted by the Chiefs office to receive the Rents and Revenues of this District as Treasurer or Cash ~~at~~ Keeper to the Honourable Company he was the Person from his Station who kept the Cash Account of Receipts and Disbursements to the best of his Knowledge. The Deponant further saith that he believes the Chief gave Receipts and Discharges to the ~~at~~ Zemindars so help.—

Item to the 4.th Interrogatory this Deponant saith that the Chief was intrusted by his Council to procure ~~at~~ Bills as a Remittance of Cash to Madras when he the Deponant had got them, he said them before his Council acquainting them with their Goodness when they were forwarded by the Chief and Council if approved of.

Item to the 5.th Interrogatory this Deponant saith on the 22.d of April 1786 having Doubts in his ~~at~~ Minds of Condraigala Juggurnautrow otherwise Juggatah's Credit and as he Condraigala was in ~~at~~ Debt to Government he the Deponant thought it his Duty to express his Doubts in a Minute in which he sent to the Secretary in Consequence thereof he ~~at~~ believes the Exhibits A B. to be two Bills which were given

given in by Mr. Floyer in part of Condraigala Juggaurnautrow otherwise Juggalahs Balance substantiate his Credit and agreed to be taken by the Council as the Deponant was desirous of receiving any means of Dispatching his Balance which he Considered State, but with Regard to the Exhibit C. the Deponant thinks it necessary to mention whatever came to his knowledge respecting it, that on the eleventh of June the Deponant went with Mr. Hodges to receive the Charge of the Settlement from Mr. Floyer, Mr. Hodges and Mr. Floyer for some time withdrew upon their Return Mr. Floyer produced a Bill of Condraigala Juggarnautrow otherwise Juggatahs upon his Agent at Madras Property Three Thousand and odd Pagodas which from the Minute the Deponant mentions to have given in the Deponant supposed was in part of his Condraigala Juggarnautrow otherwise Juggatahs Debt to the Company nor did he the Deponant know untill Mr. Floyer was gone that it was Cash paid from the Cash and not as a Bill to clear the above Debt as the Deponant never would have given his Consent to such a Sum being issued after what had passed that Mr. Floyer never consulted him in Council about Remitting that Sum to Madras or at any other Period nor does he know that he Consulted any one but believes it to have been a Business entirely and solely of his own Doing, moreover the Deponant further says in was second in Council at that Period Mr. Westcott being absent and never was consulted, tho' in that Station respecting the Exhibit C.—

Item to the 6th Interrogatory this Deponant saith he does not know or recollect.—

Item to the 7th Interrogatory this Deponant saith that to the best of his knowledge the Letter received on the tenth at Night and the Settlement delivered to Mr. Hodges on the eleventh in the Morning, he further says that he does not know whether the Exhibit C was taken before the Order arrived or not, but he knows that it was previous to the Defendants his delivering over the Chief Ship. To the Remainder.

rainder of this Interrogatory he has spoken to in the 5th
Interrogatory.—
Item to the 8th Interrogatory the Deponant saith that
he has already spoken to all of it except that he believes
the Cash Amount was delivered to Mr. Hodges by Mr.
Sloyer on the Eleventh that he the Deponant did not
examine it, therefore cannot say whether the Cash &
Account was debited or not for the Exhibit C.—
Item to the 9th Interrogatory this Deponant saith Mr.
Sloyer did deliver in a Minute in Council the Eleventh
that the best of his Recollection the Exhibit No. 1. is a
true Extract and the Bill for forty three Thousand
and odd Pagodas therein mentioned he believes to be the
same with the Exhibit C. he further says that he Consi-
dered the Defendant delivering that Cash Account as
his own act solely. To the Remainder of this Interro-
gatory the Deponant cannot say as the Conversation
between Mr. Sloyer Hodges he was already mentioned
in Private.—
Item to the 11th Interrogatory this Deponant saith he
has known Condraigala Juggarnaethrow otherwise
Juggatah nearly twenty Years, he further saith
he believes he Juggapah was Renter and Manager
of the Country's mentioned, also that he was styled
during Mr. Sloyers Chief Ship Company's Inter-
preter, but he the Deponant does not know whe-
ther he was the Defendants head Dubash or
not, but the Deponant always understood him
to have been the Interpreter generally employed
on public Business, the Deponant further sayeth
that to the best of his knowledge Condraigala
Juggarnaethrow otherwise Juggapah never had
sent of power or authority from the Presidency
or Chief and Council to receive the Revenues or
Rents of Zemindars or Renters.—
Item to the 12th Interrogatory this Deponant
say further than he has already done.—
Item to the 13th Interrogatory this Deponant saith
that the Chiefs Receipts or Discharges are solely
sufficient for the Zemindars and Renters and
further he cannot say.—
Item to the 17th Interrogatory this Deponant
saith to the best of his knowledge the Exhibits
A. B. C. were returned for none Payments he
believes as Condraigala Juggarnaethrow otherwise
Juggapah

Juggapah gave these two Bills A, and B, in part of his Balance, he Juggapah of Course must have been interested further he does not know.

Item to the 18th. Interrogatory this Deponant saith that to the best of his Recollection in his the Deponants Time, none were ever returned before the Exhibits in Question.

Item to the 19th. Interrogatory this Deponant saith that he knows Mr. Morgan Williams was Chief before Mr. Sloyer, but with Respect to the Exhibits N.5. N.2. he the Deponant does not recollect, being upon leave of Absence at the Presidency he further says that the Exhibits from N. 6 to 13 he never before saw, but believes them to be Mr. Sloyer's hand writing, but on what Account he cannot say with Respect to the Exhibit N. 11 he cannot recollect, the Deponant knows that Mr. Charles Sloyer is Paymaster of Samalcotta, but if he Mr. Charles Sloyer transacted any Business with the Zemindars, he does not recollect of any Appointment he had from the Chief and Council for that Purpose to the Remainder of the Interrogatory he does not recollect

Item to the 23d. Interrogatory this Deponant saith that Condraigala Juggarnaut row & likewise Juggapah was in the Arrears for the Rents of the Lands he rented, the Deponant knows that he Juggapah was called upon for his Balance by the Chief and Council in a Consequence of a Letter from the Revenue Board expressing their Anxiety respecting his Balance, he Juggapah then promised to pay Sixty Thousand Pagodas and his not fulfilling his Promise at the Time appointed induced the Deponant to make enquiry of his Circumstances and wrote a Minute dated the Twenty second of April relative to his Juggapahs Situation as before mentioned which produced the two Exhibits A and B the Deponant further says that it is the Chiefs Duty to call upon Zemindars and Renters for their Arrears, but that any Member of Council has it in his Power to do it in his Place should he choose it.

Item to the 24th Additional Interrogatory this Deponant saith he has already spoken.

Item to the 2d Additional Interrogatory this Deponant saith he believes the Exhibits to be signed by Mr. Sloyer.

Item

Item to the 3d Additional Interrogatory this Deponant saith, he cannot recollect.—

Item to the 4th Additional Interrogatory this Deponant saith, he cannot recollect, he further says that the Meaning of old Balance is the Cash Outstanding from former Agreements and Caboolcat the Current Revenue Agreements, he further says that he does not recollect to have seen the Original of the Exhibit N.o 28 now shewed him and further he cannot say.—

Item to the 5th Additional Interrogatory this Deponant saith the Chief never Consulted him on the Receipts or Issues of Cash and as he the Defendant had the sole Management of the Cash further he cannot say.—

Item to the 6th Additional Interrogatory this Deponant saith he understand the Word Zimmabundy is the Revenue of the Country and Cowle is the Protection, Agreement or Leave to the Zemindar or others.—

Item to the last Interrogatory of each this Deponant saith he cannot recollect any Thing more than what he has already said

Thursday the 23d this Deponant in Addition to what he has said to the 5th Interrogatory begs leave to add that he cannot swear positively to the Exhibit C. being the same Bill or that delivered over by the Defendant to Mr. Hodges the 14th of June but believes it to be the same and which the Record if Consulted with Clearly prove. and the Deponant begs further to add that the Exhibits A. and B that were shewn him he cannot positively speak but believes them to be those alluded to in the Interrogatories.— On Referring to his Answer to the 5th Interrogatory this Deponant Cannot positively say whether the Person or whom the Bill was drawn by Juggapah was his, Juggapah's Agent or Not.—

A Dobbyn

Robt. Malcolm
Robt. Kinchant
Wm. Brown
J. Fergusson

Commissioners.—

Samuel Statham Gentleman residing in Masulipatam fourth in Council, aged forty two, being produced sworn, and examined, on the behalf of the Complainants, on Saturday the Twentieth of February, deposeth as followeth.—

Imprimis to the 1st Interrogatory this Deponant saith he knows the East India Company also Mr. Sloyer.—

Item

Item to the 2d. Interrogatory this Deponant saith to the best of his Recollection. Mr. Floyer arrived in the Month of June 1786, he the Deponant was then an efficient Member and fifth in Council sometime afterwards in Mr. Floyer's Chief Ship by an Order of the superior Board he became supernumerary

Item to the 3d. Interrogatory this Deponant saith that it was the Chief's Duty to be the Complainants Treasurer or Cash Keeper and that he kept the Cash Account, also that he was the Person who gave Receipts and Discharges to the Zemindars and Renters solely as far as he understands.—

Item to the 4th. Interrogatory this Deponant saith that he cannot answer to any Part of this Interrogatory the Business being conducted solely by the Chief to the best of his Recollection.—

Item to the 5th. Interrogatory this Deponant saith that when the Exhibits A and B, were drawn he was absent and to the best of his Recollection he was also absent when the Exhibit C. was drawn.

Item to the 6th. Interrogatory this Deponant saith he was to the best of his Recollection absent when the Transaction happened.—

Item

Item to the 7th. Interrogatory this Deponant saith being absent he does not know.—

Item to the 8th. Interrogatory this Deponant saith being absent he does not know.—

Item to the 9th. Interrogatory this Deponant saith being absent he does not know.—

Item to the 10th. Interrogatory this Deponant saith he has known Condraigala Juggarnautrow otherwise Juggapah for many Years he was Renter or Farmer of the Districts mentioned, he was the Company Interpreter during that Period he cannot say with any Certainty that he was head Dubash to Mr. Floyer, it appeared to him that he had Authority to receive the Rents and Revenues by the Usage of the Service but by what Particular Authority he does not know.

Item to the 12th. Interrogatory this Deponant saith being absent he does not know the Transaction.—

Item to the 13th. Interrogatory this Deponant saith to the first Part the Chief's Receipts do discharge the said Zemindars by the Custom of the Service to the latter Part he does not know.—

Item to the 17th. Interrogatory this Deponant saith he has heard that some Bills were returned but if any or what Steps were taken afterwards he does not know.—

Item

Item to the 18th Interogatory this Deponant saith he does not know.—

Item to the 19th Interogatory this Deponant saith Morgan Williams was Chief but to the Exhibits No. 1. and 2 he cannot speak with any Certainty, the hand Writing of Mr. Sloyer in the eight Exhibits No. 6.7.8.9.10.11.12.13. he believes to be Mr. Sloyer's but further he does not know to this Interogatory.—

Item to the 23d Interogatory this Deponant saith he understood it to be the Chiefs Duty to call for all Arrears, but to the rest of this Interogatory he does not know.—

Item to the 2d additional Interogatory this Deponant saith he believes the eight Exhibits from 20.21.22.23. 24.25.26.27. to be signed by Mr. Charles Sloyer.—

Item to the 3d additional Interogatory this Deponant saith he was absent and does not know any part of this Interogatory.—

Item to the 4th additional Interogatory this Deponant saith that he cannot call to mind any Part of the Exhibit No. 28 being absent. The Meaning of old Balance in this Exhibit he understand to be the Arrears of Tribute due by this Zemindar and Caboolcat

Caboolcat his present Settlement or agreement with the Company, he never saw the Original of this Exhibit, being absent and further he do's not know.—

Item to the 5th additional Interrogatory this Deponant saith, he was absent and does not know.—

Item to the 6th additional Interrogatory this Deponant saith he understands the Meaning of the Word Zemmabundy to be a Tribute and Cowle, a grant given to the Zemmindar upon Settling the Zemmabundy for holding his Land upon Certain Conditions.—

Item to the 7th additional Interrogatory and last this Deponant saith he has to the best of his knowledge and Recollection declared all he knows trusting the Matters in Question in this Cause may tend to the Advantage of the Complainants.—

Robt. Malcolm
Robt. Kinchant
T. Fergusson
Wm. Brown. —— Commissioners.

Sam.l Statham.—

Andrew Scott Secretary to the Chief and Council and residing in Masulipatam Gentleman aged thirty four and upwards being produced, sworn and examined on the behalf of the Complainants deposeth as followeth.—

Imprimis

Imprimis to the 1st Interrogatory this Deponant saith he has known both Parties for many Years.—

Item to the 2d Interrogatory this Deponant saith that Mr. Floyer arrived at Masulipatam in the Months of May or June, one Thousand Seven Hundred and Eighty Six. The Deponant was at Madras when Mr. Floyer arrived, but came here about the Middle of June and acted in the Station of Secretary from that Time to the Period of Mr. Floyer's Departure.—

Item to the 3d Interrogatory this Deponant saith it was the Defendants Duty as Chief to be Receiver of the Complainants Rents and Revenues, also their Treasurer or Cash Keeper, the Keeper of this Cash Account of Receipts and Disbursments of the said Factory or Settlement; the aforesaid Offices were not executed in Conjunction with any of the Council, but it has been the Custom of Chiefs to employ such Servants to assist in there Offices of their own Nomination as they could trust and confide in.— The Defendant gave Receipt to the Zemindars and Renters for Rents and Revenues and signed them as of Chief, this the Deponant conceives he gave them in his Capacity of Cash Keeper solely and not in Conjunction with his Council.—

Item to the 4th Interrogatory this Deponant saith that on, or about the Month of June or July, one Thousand Seven Hundred and Eighty Six Mr. Floyer as Chief proposed to the Council that he should be authorized to receive Rent Bills of Exchange payable to the Presidency and Council of Fort St. George, as he the Defendant deemed to be good in Order that the same Receipts be transmitted to the said Presidency and Council as a Remittance, his Council approved of the said Proposition which was also Confirmed by the Government of Fort St. George, and from that Time he the Deponant Conceiveth that the Defendant was authorized to take up such Bills as aforesaid, independant of his Council. The Deponant further saith that he does not know that the Defendant advised with his Council previous to the taking of such Bills, but recollects some Instances when he the Defendant after the said Bills had been taken laid them before his Council and other Instances when he the Defendant had sent or given them to him the Deponant to be transmitted to be the Government of Fort St. George.—

Item to the 5th Interrogatory this Deponant saith he remembers them Bills of Exchange to or about the several Amounts of the Exhibits marked A B, and C now shews to him were received by the Defendants and transmitted to the Government of Fort St. George having been taken by

by the Defendant as Chief solely. The Defendant did not
to the Deponants knowledge, consult or advice with his Council
with Respect to these Bills previous to the taking of any of them.
The Deponant knows that a Bill to the Amount or Party of
the Exhibit C was laid before the Council of Masulipatam on
the eleventh of June one Thousand Seven Hundred and eighty
Seven, at which Time he the Defendant delivered over Charge
of the Settlement to Mr. James Hodges. In Respects to the A
Exhibits A and B he the Deponants cannot say at this Dis-
tance of time whether either of both of them were or were not
laid before the Council of Masulipatam aforesaid.-
Item to the 6th Interrogatory this Deponant saith that to the
best of his Knowledge and Belief the Complainants Cash
Account were debited by the Defendant as his Act solely
and without any Communication with the Council that he
knows of for the Amount of the said three Bills of Exchange
but whether before, at, or after the Days and Dates on A
which the same or either of them appears to have been drawn
and taken he the Deponant doth not know, except that
a Bill to about the Amounts of the Exhibit C was especified
in the Cash Account delivered over by the Defendant to
Mr. Hodges on the eleventh of June one Thousand Seven Hundred
and

and eighty Seven to have been paid out of the Cash of the 10th
June 1787. the Day preceeding.-
Item to the 7th Interrogatory this Deponant saith that
he the Defendant did give up the Chief Ship of Masulipa-
tam on the eleventh of June one Thousand Seven Hundred
and eighty Seven by the order of the President and
Council of Fort St. George, what order arrived to the best of
the Deponant knowledge on the Evening of the Preceding
Day. The Deponant does not know whether the Defen-
dant had taken the aforesaid Bill of Exchange for forty
three Thousand Pagodas and upwards previous to, upon
or after his receiving the above order from the said A
Presidency and Council as aforesaid to deliver over the
said Chief Ship, the Defendant did not consult with
the Deponant, neither does the Deponant know or
believe that he consulted with any of his Council
upon the Propriety or Necessity of taking the afores.
Bill of Exchange previous to the same having been
taken. The Defendant did on the Evening of the Tenth
or Morning of the eleventh of June one Thousand
Seven Hundred and eighty Seven inform him the
Deponant that he had received a Bill of Exchange
payable to the President and Council for forty Thousand

Madras

Madras Pagodas and upwards, which he the Deponant observed would be an acceptable Remittance or word to that Effect. The Deponant at the same time saw a Paper in the hand of the Defendant which to the Deponants belief to be the Bill the Defendant spoke of, but he does not recollect now, nor does he believe that the Defendant did inform the Deponant by whom the Bill was drawn or upon whom it was drawn. The Deponant doth not know or believe that the Defendant gave any Notice or Information to all or any of the Council respecting the aforesaid Bill of Exchange previous to his delivering the same to Mr. James Wedges as specified that Amount to have been paid out of the Treasury on the eleventh of June one Thousand Seven Hundred and eighty Seven aforesd.

Item to the 8th Interrogatory this Deponant saith that the Defendant did deliver over the Bill in the Manner already mentioned not as the Deponant conceives for the Approbation of the Council but as an Act done by the Defendant as Chief during his Chief Ship having before that Time brought it, to account to the Remainder of this Interrogatory the Deponant hath already spoken.

Item

Item to the 9th Interrogatory this Deponant saith that the Defendant did deliver in a Minute and the Deponant believes that the Exhibit marked No 11 shewn to it is a true Extract of the said Minute. The Deponant believes the Bill alluded to in the aforesaid Exhibit No 4. to be the one the Deponant has already mentioned he saw in the Defendants hand on the Evening of the tenth or the Morning of the eleventh of June one Thousand Seven Hundred and eighty Seven and that the Cash Account delivered by the Defendant was his own Act as Chief independant of his Council as the Deponant has already mentioned the Cash Account aforesaid was indorted for the amount of a Bill received from Condraigalu Juggarnautrow otherwise Juggapah for forty Three Thousand Madras Pagodas and upwards the Defendant gave no Information to Mr. Wedges or the Council that the Deponant can recollect but what is specified in his Minute and Cash Account delivered at the same time with the Bill.

Item to the 10th Interrogatory this Deponant saith that that he was informed by a native Writer belonging to the Secretary's Office named Collapatrapoo Soolanadey that Mungapastry Zemindar of Pataverams said, he had laid Money on Account of his Revenue for which he

could

could obtain no Receipt and for the nonpayment of which he Mangapetrydoo was then under Confinement at Masulipatam. The Deponant was also informed by a Braminy named Ramiah the Vakeel of the Zemindar of Pallavarams that his Master had paid Money on Account of his Revenue for which he had obtained no Receipt but the Deponant does not recollect so said to have been paid without a Receipt being obtained for them. The Deponant was informed as abovesaid previous to the Defendants delivering over the Chief Ship with Respect to Mangapetrydoo to the best of the Deponants Recollection in the Month of May or June one Thousand Seven Hundred and eighty Seven and with the Respect to the Zemindar of Pallavarams to the best of his Recollection on the Ninth and Tenth of June one Thousand Seven Hundred and eighty Seven — It was the Chief Duty as Cash Keeper to give Receipts for Money paid as above, but the Deponant does not recollect that the Zemindars above mentioned, by themselves or otherwise acquainted the Deponant into whose hands the Money had been paid. but that it had been paid in Account of their Revenue.

Item to the 11th Interrogatory this Deponant saith that he knows Condraigala Juggarnautrow otherwise

Jugapah

Juggapah and has known him for several Years he was Renter as former of the District named during the greatest Part of the Time the Defendant was Chief of Masulipatam and was the Complainants Interpreter aforesaid during the Time of the Defendants Chief Ship he has heard and understood that the Congraugala Juggarnautrow otherwise Juggapah was employed by the Defendant as his head Dubash and entrusted by him with both public and private Concerns. Condraigala Juggarnautrow otherwise Juggapah was not to the Deponant Knowledge by Virtue of his Office as Interpreter authorized or appointed by the Complainants or their Government of Fort St. George as the Chief and Council at Masulipatam collectively or otherwise to receive from Zemindars or others, the Revenue or Rents of the Complainants, District Defendant on Masulipatam altho' to believes he was entrusted by the Defendant in his Office of Cash Keeper to receive the Rents and Revenues.

Item to the 12th Interrogatory this Deponant saith to the best of his Knowledge and Belief the Persons whose Names are Specified on the Exhibit N.B. now shewn to him were Credited in the public Cash Accounts

for

for the Sums therein specified, altho' he cannot speak particularly to the Sums or Dates of Entry.. It appears by the Cash Account that the same Sums were received into the Company Treasury of which the Defendant as Chief is Keeper.. The Deponant does not recollect to have known what particular Receipts were given or on what Account he knows that the Complainants Cash Account was Credited on the 10th of June for forty three Thousand Madras Pagodas and upwards as already mentioned on Account of a Bill of Exchange which he believes to be the same with the Exhibit C.

Item to the 13th Interrogatory this Deponant saith that according to the Custom and Rules of the Complainants Government and Manner of Accounting with the Zemindars and Renters within the Districts Dependant on Masulipatam it is the Custom of the Chief to grant Receipts for Money received on Accounts of the Complainants Revenue and he does Conceive Receipts so given on a full Achnowledgement and Acquittal for Money so received he also deposeth that the Complainants Cash Account usually debited for Sums so achnowledged to be received.

Item to the 14th Interrogatory this Deponant saith that

that it was the Custom during the Time specified in the Interrogatory for the Chief and Council to sign Letters of Advise enclosing Bills of Exchange transmitted to the President and Council of Fort St. George such Letters were usually if not always signed by the said Chief and Council in Circulation the fowl Draughts of such Letters were usually written by the Deponant as Secretary by the Order of the Chief and whom approved and Copied fair Rent second by a Peon for Signatures, he does not know or believe that the Members of the Council had any information or knowledge of the true Bills which he believes to be the same with the Exhibits A and B previous to, seeing the fowl Draughts of the Letters & intended to transmit them to the Presidency and Council.

Item to the 15th Interrogatory this Deponant saith that a Bill which he believes to be the same with the Exhibit A was returned by the President and Council of Fort St. George to the Chief and Council of Masulipatam for Want of Acceptance or being so returned the Defendant as Chief sent round a Note from himself accompanied by other Papers for the Information of the Members of Council explaining the Reason why the said Bill was not accepted.. The said Defendant did in the

the Note above specified mention to the best of the Deponants recollection that the said Bill had been procured by Means of Condraigala Juggarnautrow otherwise Juggapah and Roosiah the then Dewan of the Zemindar of Muglatore and that the said Persons agreed that the Amount of the Bill should remain in the Complainants Treasury untill Advice should be received of its being accepted. The Deponant does not know that the Amount of the said Bill of Exchange was or was not paid back into the Complainants Treasury or whether any Entry of the same having been paid back was made in the Complainants Cash Account. The Deponant doth not know or recollect to have heard that any Advice was received at Masulipatam of the said Bill having been accepted previous to the Defendants leaving the Fiefs Ships.

Item to the 16th Interrogatory this Deponant saith the Board of Revenew of Fort St. George some time the particular date he does not recollect, wrote to the Defendant and the Council at Masulipatam in Terms of Surprize at the great Amount of Arrears then due by Condraigala Juggarnautrow otherwise Juggapah; Condraigala Juggarnautrow otherwise Juggapah was at that Time in

in his Knowledge much in Arrears, one of the Council Mr. Dobbyn did write a Note or Letter to the Deponant as Secretary desiring him to speak to the Chief or Deponant respecting the said Arrears expressing Doubts at the same time concerning Condraigala Juggarnautrow otherwise Juggapah Sowamy but in what particular Words the Deponant doth not recollect, only that Mr. Dobbyn recommended an Investigation of Condraigala Juggarnautrow otherwise Juggapahs Affairs. The Deponant doth not know that Condraigala Juggarnautrow otherwise Juggapah was other in called upon in Council some Days after the Deponant had received Mr. Dobbyns Note and delivered it to the Defendant. The Defendant did sometime in April or may one Thousand Seven Hundred and Eighty Seven deliver into the Council an Account Current signed by Condraigala Juggarnautrow otherwise Juggapah between himself and Complainants, he does not know that the said Account was approved by the Complainants or Board of Revenue, neither does the Deponant properly recollect what the Balance of the said Account might have been, but believes it to have been about Pagodas five Thousand. It was

an

Council of Fort St. George having protected a Bill of Exchange transmitted to them by the Chief and Council of Masulipatam for non-acceptance.-

Tuesday 23d. Feby. 1780.-

Andrew Scott Secretary to the Chief and Council and residing at Masulipatam Gentleman aged thirty four and upwards having already been sworn is again produced and examined on the Behalf of the Complainants and deposeth as followeth.-

Imprimis to the 1st. Interrogatory this Deponant saith that Mr. Morgan Williams in the Complainants civil Service was Chief at Masulipatam previous to the Appointment of the Defendant to the same Office the said Mr. Morgan Williams being Chief as aforesd together with the Council for the time being did make a Settlement with Vachavoy Juggapetty range for certain Revenue due by the said Zemindars to the Complainants at the Time the said Settlement was made the Deponant was not present at Masulipatam, but at Fort St. George and Cannot therefore speak particularly to what might have passed at the Time of making the aforesaid Settlement or what Sum of Money might then

then have been due by Juggapetty range to the Complainants or at the time of the Defendants Arrival at Masulipatam as Chief the Settlement of which the Deponant believes the Exhibits marked No. 5. No. 2. to be a true Copy was drawn out while the Deponant was at Masulipatam and officiating as Secretary to the Chief and Council but not by the Deponant himself. The said Settlement was to be the best of the Deponants Knowledge and Belief drawn out from certain Vouches produced by Juggapetty range and the Complainants Cash Account the Credit Side of the said Account Containing as the Deponant believes the Manner and to whom the Amounts of the several Sums for which Juggapetty range had obtained Receipts from the Defendants and the Debtor Side of the said Account Contained as the Deponant believes the Manner and to whom the Amount of the several Sums specified on the Credit Side had been paid. The Deponant does believe that the Name of the Defendants severally subscribed to the several Exhibits No. 6. 7. 8. 9. 10. 11. 12. B. now shown to him is the proper hand Writing of the Defendants and believes that the said Receipts even all of them given or

out

out by the said Defendants then Chief of Masulipatam in his Capacity of Companys Cash Keeper thereto Juggapetty range or for some Person acting for Juggapetty range or his Vakeel, the Defendant recollecting that he has seen all of the Receipts in the hands of Sinsmaraiz Venkiah, Juggapetty ranges Vakeel. — The Deponant cannot positively say whether the Receipts so given were on Account of the aforsaid Morgan Williams Settlement or on any other Account further than is specified in the Body of such Receipts which severally express that they were given on Account of a Settlement dated the twenty Seventh of April one Thousand Seven Hundred and eighty Six, which was the Settlement made with Juggapetty range which Mr. Morgan Williams aforesd was Chief of Masulipatam under those Circumstances the Deponant does believe and is Convinced that the said Receipts were given on Account of Mr. Morgan Williams the Settlement — The Account of which the Exhibit No 14 now shewn to him the Deponant believes to be a true Copy was made out which he the Deponant was at Masulipatam but not by himself. To the best of the

Deponants

Deponants Knowledge and Belief the several Sums specified on the Credit Side of the said Account making the some of Madras Pagodas Seventy one Thousand one Hundred fifty Six, thirty four fanams Sixty five Cash are the short and exact Sums for which Credit had been given to Juggapetty range Zemindar of Pillapore in the Complainants Cash Account on Account of the Settlement made by the said Zemindar during the Defendants Chief Ship. The several Sums specified on the Debtors Side of the said Account making the whole Sum of Madras Pagodas thirty Nine Thusand three Hundred and ten were to the best of the Deponants Knowledge and Belief inserted in the aforesaid Acct from Receipts or Vouches produced by Juggapetty-range or his Vakeel as having been received by him from Mr. Charles Floyer junior Paymaster Samalcotah as acknowledgements that the said several Sums had been paid by Juggapetty range to the said Mr. Charles Floyer junior on the Account of the Complainants Revenue. The Deponant doth also believe that the several Sums entered on the Debtors Side of the Exhibit No 11 making in all the Sums of

Thirty

Thirty Six Thousand Madras Pagodas were
inserted in the Account of which the said Exhibit is a
Copy from Receipts or Vouches produced by Juggapetty
range or his Vakeel as having been received by him from
Mr. Geo. Westcott for Money paid to the said Mr.
Westcott on Account of the Complainants Revenues.
The Deponant doth likewise believe that the Sums
inserted on the Debtors Side of the Account of which
the Exhibit No 44 is a Copy making the Sum of five
Thousand five Hundred Madras Pagodas were
inserted in the said Account from the Indorsement on
the Back of a Bill of Exchange drawn by Vachavoy
Juggapetty range on Cootavinly Vencalahmaio in part
of this Juggapelly range's Renues which Bill endorsed as
above was delivered by the Defendant to Mr. James Hodges
on the eleventh of June one Thousand Seven Hundred
and eighty Seven in Council and at the Time of Deli
vering over the Charge of the Chief Ships to Mr. Hodges.
Mr. Charles Stoyer junior Paymaster Samalcottah
was not to the Deponants Knowledge or Belief debited
or Credited in the Complainants Cash Account for
the Sum of Madras Pagodas thirty nine Thousand
three Hundred and Ten neither was Mr. George
Westcott

Westcott to the Deponants Knowledge or Belief debited
or Credited in the Complainants Cash Account for the
Sum of Thirty Six Thousand Madras Pagodas. The
Deponant does believe that the Sum of five Thousand
five Hundred Madras Pagodas was paid by Innama-
ranze to the Defendant or some Person instructed by the
Defendant on Account of Juggapetty range's Revenue
because when the Defendant delivered a Bill as
already mention to Mr. Hodges on the eleventh of
June one Thousand Seven Hundred and eighty Seven
there was an Indorsement on the said Bill specifying
that the said Sums five Thousand five Hundred
Madras Pagodas had been received by him the Defen-
dant which Indorsement the Deponant Considers
as Equivelant to a Receipt for that Sum, the Depo
nant cannot say or Certain from his own Knowledge
the Reason that Vancavoy Juggapelly range is Credited
in the Complainants Cash Account as Masulipa-
tam in the Sum of Madras Pagodas Seventy one
Thousand one Hundred Sixty Six Thirty four fanams
Sixty five Cash and not in the Sum of Madras
Pagodas eighty Thousand eight Hundred and ten
as Charged by him to have been paid on Account of
his

his Revenue but the Deponant remembers to have heard it explained in Council at Masulipatam by the aforesaid Jinimauraizu Venkia that the Sums of Madras Pagodas nine Thousand Six Hundred fifty three one fanam fifteen Cash or thereabout had been with held by Condraigala Juggarnautrow otherwise Juggapah from Cash paid by the aforesaid Juggapetty-range on Account of his Revenue to the Complainants and the Deponant doth further recollect to have seen a Paper signed by Condraigala Juggarnautrow otherwise Juggapah specifying that he had received and with held the Sum of Madras Pagodas Nine Thousand or upwards from the Complainants Treasury being Money paid by the aforesaid Juggapetty-range on Account of his Revenue. The Deponant does not know whether the said Juggapetty-range did or did not pay the said Sum of Madras Pagodas Eighty Thousand eight Hundred and ten on Account of the said Defendants Settlement to the Defendant or unto any other Person or Persons on his Account or by him authorized, further than the said Deponant hath already declared.—

Item

Item to the 23d. Interrogatory this Deponant saith that he does know that Condraigala Juggarnautrow otherwise Juggapah was indebted in a Considerable Sum of Money for Rent or Revenue due to the said Complainants for Lands rented by him within the District of Masulipatam in the Year one Thousand Seven Hundred and eighty Six and Seven, but the Deponant cannot specify the Account of the said Debts. The Deponant does know that the said Condraigala Juggarnautrow otherwise Juggapah is indebted in the Complainants Cash Account at Masulipatam in Certain Sums of Money paid by him for Rent or Revenue, but the Deponant cannot from Memory specified the Amount of the said Sums for which Condraigala Juggarnautrow otherwise Juggapah was so indebted or the Dates of such Credits. The Deponant does know that Condraiggala Juggarnautrow otherwise Juggapah was Called upon in Council Sometimes in the Months of April or May one Thousand Seven Hundred and eighty Seven to discharge the Account of the Sums then due from him and the Deponant does understand and believe it to be the particular Duty of the Chief for the

the Time being to call upon all Persons indebted to the Complainants on Account of Rent or Revenew in the first Instance and in the Case of their Refusal to report sm the same to the Council.

Wednesday 24th Febriary 1790

Andrew Scott Secretary to the Chief and Council one residing at Masulipatam Gentleman aged thirty four and upwards having already been sworn is again produced and examined on the Behalf of the Complainants and deposeth as followeth

Imprimis to the 1st additional Interrogatory this Deponant saith already answered.

Item to the 2d additional Interrogatory this Deponant saith that he is acquainted with the Manner of hand Writing of Charles Floyer the Defendant, the Deponant hath received Letters from the Defendant and seen him write. The Deponant doth firmly believe that the Signature of Charles Floyer Chief severally subscribed to the Exhibits now shown to him marked N.o 20. 21.22.23.24.25.26.27. is the hand Writing of the said Defendant.

Item to the 3d additional Interrogatory this Deponant saith that he cannot from Memory particularly say

say) whether the Complainants Cash Account is or is not debited for the several Sums specified in the Receipts now shown to him, tho' to the best of his Knowledge and Belief they are so debited but the Deponant cannot say positively whether for the exact Amounts specified in the said Receipts or otherwise or under what particular Dates and the Deponant declares that to the Remainder of this Interrogatory he cannot further answer.

Item to the 4th additional Interrogatory this Deponant saith that he cannot from Memory say whether Vencatanarsinarow Appaw Zemindar of Norzeo is or is not credited in the Complainants Cash Account for the which or any Part of the Sums specified in the Exhibit marked N.o 28. the Deponant saith that by the Word Old Balance as specified in the said Exhibit is to be meant and understood the Balance due to the Complainants at or before the twenty fifth of September one Thousand Seven Hundred and eighty Six from the Zemindar of Norzeo on Account of Revenew for that Zemindary. The Deponant saith that by the Word Cabooliat as expressed in the same Exhibit is to be meant and understood, an agreement which he understands to have been executed by Conia the Dewan

on

on Behalf of the said Tennindar Norze Dongaging to pay Certain Sums of Money by future Indalments from the above mentioned Dates Viz.t Twenty fifth of September One Thousand Seven Hundred and eighty Six This Deponant cannot from Memory say whether he may or may not have seen the Original Receipts of which the Exhibits N.os 20 is a Copy and therefore cannot say whether the said Original was or was not signed by the said Defendant or whether the said Exhibit is a true Copy. The Deponant does not know what is become of the said Original Receipts nor recollect to have heard any Person expressly say in whose Custody it was tho.a he has heard it Conjectured to be in the Custody of a Servant of the Elder Apparow now at the Lawsuit may upon a Name the Deponant hath forgot.—

Item to the 5.th Additional Interrogatory this Deponant saith he cannot from Memory relate whether the several Persons mentioned were or were not indebted unto the Complainants in the exact several Sums specified in the Several Exhibits marked N.os 20.21.22.23.24.25.26.27.28. or in what particular Sums the said Persons were indebted to the Complainants on the tenth of June one Thousand Seven Hundred and eighty Seven.— The Deponant cannot say whether all or any of the said Receipts were given by the Defendant or otherwise further than that he believes the Receipts inclosed in the Exhibits N.os 20,21,22,23,24,25,26,27, to have been given or sent by the aforesaid Defendant in his Capacity of Company's Cash Keeper to the Persons therein specified or their Vakeels, because to the best of the Deponants Knowledge and Belief the said Receipts were in the Possession of the Persons therein specified or their Vakeels and Delivered by them into the public Cutcherry at Masulipatam when called upon by the Chief and Council for that Purpose.— The Deponant cannot say whether all or any Part of the Sums specified in the aforesaid Receipts was or was not paid into the Complainants Treasury on the said Tenth of June one Thousand Seven Hundred and eighty Seven or on any other Day. The Deponant Cannot say from Memory whether the Complainants Cash Account was or was not debited on the said Tenth of June one Thousand Seven Hundred and eighty Seven, in any particular Sum for the Amount of the said Bill of Exchange marked C, already shewn to him, only the Deponants recollect that the Complainants Cash Account was

debited

debited in several Sums from the first to the tenth of June one Thousand Seven Hundred and eighty Seven inclusive but that Condraigala Juggarnautrow otherwise ... Juggapah Pantaloo did Sometime afterwards declare to the Chief and Council that all or Part of the Sums specified on the Debtor's Side of the aforesaid Cash Account did make and Constitute the Amount of forty three Thousand Pagodas and upwards for which the Bill of Exchange which the Deponants believes to be the same with the Exhibit marked C was delivered to the Defendants. The Deponants further recollects to have seen a Paper that was delivered to the Chief and Council by the aforesaid Condraigala Juggarnautrow otherwise Juggapah specifying the particular Sums that Constituted the amount of the aforesaid Bill of Exchange as also from what Persons the said Sums were declared by Condraigala Juggarnautrow otherwise Juggapah to have been received on the Accounts of the Company's Revenues. The Complainants Cash Account delivered by the Deponant to Mr. Hodges on the eleventh of June by an Entry dated the tenth of June one Thousand Seven Hundred and eighty Seven specified that the Amount of the

the Bills had been paid out of the Company's Treasury to the aforesaid Condraigala Juggarnautrow otherwise Juggapah. To the Remainder of this Interrogatory the Deponant hath fully answered to the Best of his Knowledge and Belief.

Item to the 6th additional Interrogatory this Deponant saith that he cannot positively say what may be the exact Meaning of the Word Jammabundy in the Country Language of which he is Ignorant, but does believe and is convinced that that the Word Jammabundy as expressed in the Exhibits now shewn to him does mean a Settlement made with the Zemindarz whereby they engage to pay certain Revenues to the Company during a certain Period. The Deponant cannot expressly say what is the exact Meaning of the Word Cowle in the Country Language but does believe and is Convinced that the Word Cowle as expressed in the Exhibit No. 27. is meant to signify a written Instrument under the Company's Seal and Signature of the Members of the Government of Fort St. George for the time being whereby the said Government let Certain Lands therein specified and belonging to the Complainants to the aforesaid Condraigala Juggarnautrow otherwise Juggapah to rent.

Item

Item to the 7th additional Interrogatory this Deponant saith that he doth not recollect any other Matter nor can he set forth any Thing touching the Matters in Question for the Benefit or advantage of the Complainants further than he hath already declared.

Robt Kinchant
Robt Malcolm
J. Ferguson
Wm Brown
Commissioners.

J. Scott

Charles Floyer Gentleman residing at Samalcotah aged Twenty Six and upward being produced, sworn and examined on Behalf of the Complainants on Wednesday the third of March one Thousand Seven Hundred and Ninety deposeth as followeth.

Imprimis to the 1st Interrogatory this Deponant saith that he knows both Parties.

Item to the 2d Interrogatory this Deponant saith that he was Paymaster Samalcotah at the Period mentioned it was not the Deponants Duty to collect the Rents and Revenues as Paymaster, but being appointed by the then Chief Mr Floyer he did collect large Sums of Money from the Rajah Munjey Cricar and held himself accountable to the Person who appointed him. With Respect to the Exhibits Nos 15

Nos 15 and 16 he did receive one Bill to the Amount of the two Exhibits, which two Sums were at different times received from Ramchundados the Duwan of Juggapetty range, the Rajah being at that Time at Masulipatam. That the Name to the two Exhibits are the Deponants own Signature and written by himself. With the Respect to the Exhibit No 7 to the best of the Deponants Recollection he did receive the Amount thereof from Juggapetty range, but whether that Money was forwarded by the Deponant to the Defendants or whether it was paid into Mr Westcotts hands he does not recollect. To the latter Part of the Interrogatory this Deponant hath already spoken.

Item to the 21st Interrogatory this Deponant saith that he was sent Mr Westcott write, that the Signature to the two Exhibits Nos 13 and 14 appears to be his Hand writing but he is by no Means positive. With Respect to Mr Westcotts official Capacity as collecting the Revenues in the Rajah Mundy Circar he is totally Ignorant.

Item to the last Interrogatory this Deponant saith that he is totally ignorant of any Circumstance for or Con on the Subject a Question than to the two Queries he has already applied to.

Robt Kinchant
Wm Brown
Robt Malcolm
Commissioners.

Chas Floyer.

Vinciak

Venkiah belonging to Peddapore residing at Masulipatam aged forty and upwards, Vakeel to Juggapetty range being produced sworn and examined on Behalf of the Compl[ainan]ts on Thursday the Eleventh of March one Thousand Seven Hundred and Ninety deposeth as followeth.—

Imprimis to the 1st Interrogatory this Deponant saith that he knows both Parties Concerned, the Complainants about Sixteen Years and the Defendant about four.—

Item to the 22d Interrogatory this Deponant saith that he was Vakeel to Juggapetty range in the Months of May & June one Thousand Seven Hundred and eighty Seven and that he paid to the Chief and Council five Thousand five Hundred Pagodas on Account of Mr. Sloyer's Settlement

Rob[t] Kinchant
Wm Brown
Rob[t] Malcolm.
Commissioners

Gandah Doss of Banians residing at Masulipatam aged thirty Nine and upwards Sworn being produced sworn and examined on Saturday the Thirteen of March on Behalf of the Complainants deposeth as followeth.—

Imprimis to the 1st Interrogatory this Deponant saith has has known the Company about Twenty five Years and Mr. Sloyer about four Years.—

Item

Item to the 21st Interrogatory this Deponant saith he gave Taps for Twenty eight Thousand Pagodas payable to Mr. Sloyer Chief of Masulipatam by Desire of Condraigala Juggarnautrow otherwise Juggapah, that out of the Amount of the said Sums he gave himself about twelve Thousand Pagodas, the other Sums by Means of his Gomastahs and he got receipts for Part of the Sums so given after which he demanded from Condraigala Juggarnautrow otherwise Juggapah for Receipts on Account of the remaining Money. Condraigala Juggarnautrow otherwise Juggapah put off for some Days, about Ten or Fifteen, at last one Evening he took the Deponant to Mr. Sloyer's, Mr. Sloyer asked him for Receipts he had given before, the Deponant told him he had brought them, Mr. Sloyer told him to deliver them and he gave them, after Mr. Sloyer received the Receipts he gave back the Taps, upon Mr. Sloyer Delivery the Taps to the Deponant, the Defendant asked him what he intended to do with it, the Deponant answered he would put it in his House. Mr. Sloyer advised him to destroy it and the Deponant accordingly destroyed the Paper in the Defendants Presence the Deponant says there are two Customs sometime to destroy Taps and Sometimes for the Person who received the Money to write on Back of them that the Money has been received and then put them as a Vouches. Condraigala Juggarnautrow

naiathrow otherwise Juggapah sent for the Deponant to his House and told him he wanted a Bill on Banaras the Deponant told Condraigala Juggarnaathrow otherwise Juggapah he owed him a large Sum of Money and could not therefore give him a Bill, some Conversation passed and the Deponant left Condraigala Juggarnaathrow otherwise Juggapahs House. The next Day early in the Morning Condraigala Juggarnaathrow otherwise Juggapah came to the Deponants House and told him, he would pay ready Money and he must give a Bill, Condraigala Juggarnaathrow otherwise Juggapah then paid thirteen and upwards Thousand Pagodas and he promised to pay the Remainder in the Course of eight Days and the Deponant gave a Bill on Banaras for the Sum of Seventy two Thousand and odd Rupees, which Condraigala Juggarnaathrow otherwise Juggapah was speaking to the Deponant Mr. Sloyer's Note Due for him, he received the Bill and went away, the Deponant cannot particularly remember as the Transaction is a long Time back, but if he was permitted to look in his Accounts he would be able to give a Clear Account of the said odd Sum, the Bill was made payable to Mr. Sloyer and he has since been informed by his Master that the Amount was paid by Mr. Sloyers order to Mr.

Scott

Scott at Banaras, the Deponant says he has received the Value of the Pap and Bill of Exchange from Condraigala Juggarnaathrow otherwise Juggapah with the Premium and Interest agreed to, but does not recollect the Amount

SAREER

Wm Brown
Robt Kinchant
Commissioners.

Further additional Interrogatories to be administered to such Witnesses as shall be produced sworn and examined on a Certain Cause now depending and at Issue in the Honourable the Mayor's Court at Madrasapatnam wherein the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the most Honble Order of the Bath their President and Governor of Fort St. George and its Dependencies and John Holland James Henry Casamayor and Robert Maunsell Esqrs Members of their Council at Fort St. George aforesaid Complainants and Charles Sloyer Esqr a Senior Merchant in the Service of the said Complainants Defendant

on

On the Part and Behalf of the
Complainants.

To all the Witnesses Nt. Do you know the Parties or
Complainants and Defendant in the Tittle of these Inter-
rogatories named If Yea how long have you so known them
or either and which of them declare.

To Charles Nicolas White Esqr. 2d. are you
or are you not Secretary to the Publick and Revenues
Department of the Affairs of the Complainants in the
Tittle of these Interrogatories named, and was you or was you
not in the said Office or Capacity in the Year of our Lord
one Thousand Seven Hundred and Eighty Six. If Yea look
at the Exhibits marked No. 29. 30. & 31. now shewn to you
at this the Time of your Examination, purporting to be
several Extracts from the Minutes of the said Complainants
Consultations at their Presidency of Fort St. George aforesaid.
That marked No. 29. under the Date of Twenty fourth Day
of January one Thousand Seven Hundred and Eighty Six
That marked No. 30. under the Date of the Eleventh of April
one Thousand Seven Hundred and Eighty Six. That marked
No. 31. under the Date of the fifth of May one Thousand
Seven Hundred and Eighty Six. Are or are not the same or
any or which of the said Exhibits, true Extracts from the
said Minutes of the said Complainants, said Consultations
and

and whether the several Matters and Things therein attested
and set forth, are or are not severally true. And whether
your Signature to the said Exhibits severally subscribed as
Secretary is or is not of your own hand Writing declare.

To Ditto 3. Are you or are you not acquainted with the
Manner of the hand Writing the Defendant Charles Flower
in the Tittle of these Interrogatories named, have you seen
him write or received Letters from him. If Yea look at the
Exhibit or Paper Writing now shewn to you at this the Time
of your Examination marked No. 32. purporting to be an Extract
from an Original Letter, in the hand Writing of the said Defen-
dant to the Complainants President or Governor in Council
at Fort St. George dated the Ninth Day of July one Thousand
Seven Hundred and Eighty Seven. Did or did not the said
Defendant send an original Letter unto the said Complainants
said President or Governor in Council at Fort St. George under
the said Date of the Ninth Day of July in the said Year
of our Lord one Thousand Seven Hundred and Eighty Seven.
If Yea whether was or was not the same wrote and signed by
the said Defendant in his own hand Writing or how otherwise.
Whether is or is not the said Exhibit or
Paper Writing shewn to you as aforesaid, a true Extract from
the said original Letter and whether the same is or is not Cer-
tified by you, as Secretary as aforesaid to be a true Extract. and
whether your Signature thereto subscribed as Secretary is or is
not

no 1 in your own hand Writing declare?

To Ditto 4th — Look at the three Exhibits now shown to you at this the Time of your Examination marked A, B & C, that marked A, purporting to be a Translation of a Bill of Exchange drawn by Cuddiroy Vencalarama Raujoo at Masulipatam, in Favor of the Honble Governor and Council on Cassenadaree at Vencapah at Madras under the Date of the fifth Day of May one Thousand Seven Hundred and Eighty Seven for the Payment of the Sum of fifteen Thousand Madras Pagodas, that marked B, purporting to be a Bill of Exchange drawn by Condraigala Juggarnautrow in Favor of the Honble Major General Sir Archibald Campbell K.B. President and Governor &c. & Council of Fort St. George on Chelacalapoody Setteramiah at Madras dated at Masulipatam the Tenth Day of June one Thousand Seven Hundred and Eighty Seven, for the Payment of the Sums of Forty three Thousand two Hundred and Eighty three Madras Pagodas, four fanams and Seventy Seven Cash Was or was not the said Condraigala Juggarnautrow otherwise Juggapah at the Time that the aforesaid three Bills of Exchange were drawn in Favor of the said Complainants President and Council at Fort St. George aforesaid, Renter of certain Lands and Farms within the Complainants Territories at Masulipatam aforesaid under the Name and Discription of Masulipatam Farms, and Havally Lands Chahar Mahal Zumindary, Antravedic Farm and Nellapillah Farm or of any

and

and which of them — Do you know or have you heard that the said Condraigala Juggarnautrow otherwise Juggapah was or was not indebted unto the said Complainants in any or what considerable Sum or Sums of Money on Account of the Rents of the said Farms or Lands or of any and which of them or on any other and what Account on the several Days on which the said three Bills of Exchange are dated to have been drawn? and whether he was or was not also indebted unto the said Complainants on the aforesaid or on any other and what Accounts at the several Terms on which the said several Bills became due? Have or have not any and which the said several Bills of Exchange been paid or discharged or whether the several Amounts therefore are or are not severally unpaid and undischarged declare?

To Ditto 5th Have or hath it not been the Usage or Custom of the Complainants President and Council at Fort St. George to protest Bills of Exchange remitted to them on Behalf of the Complainants for non-Acceptance or non-Payment, on such Occasions of any Bills of Exchange not being accepted or Payment thereof refused or delivered? Whether you know or have heard that the Want of Protests to Bills of Exchange as aforesaid for Non Acceptance or Non Payment hath been represented by the Chief and Council at any of the said Complainants Factories or Subordinate Settlements as prejudicial to the Affairs of Persons giving Bills at such Factories or Subordinate Settlements or otherwise, declare

the

the same as you know and have heard.

To Thomas Cockburn 6th Are you or you not Account
ant to the Revenue Department of the Affairs of the Complain-
ants in the Title of these Interrogatories named at their Presi-
dency of Fort St. George, and was you or was you not Account-
ant to the said Department or and before the Month of May
which was in the Year of our Lord one Thousand Seven Hundred
and Eighty Six and from that Time to the first Day of
July which was in the Year of our Lord one Thousand
Seven Hundred and Eighty Seven, whether you are or are
not thereby or by any other and what Means acquainted
with and informed of the Revenues and the Receipts on Ac-
count of the said Revenues within the several Factories or
or Settlements Subordenate to the said Presidency and whether
you are acquainted with and informed of the Revenues of the
said Complainants Factory of Masulipatam and of the Entries
made in their Books there of Receipts on Account of their
said Revenue and of the Days and Dates on which the said
Entries are so made on Account thereof and by what Means
Was or was not Condraigala Juggannauthrow otherwise Juggapah
Renter of Certain Lands and Farms within the Complainants
Factories at Masulipatam aforesaid under the Name and
Discription of Masulipatam Farms and Havally Lands
Chahar Mahal Zemindary Andravedie Farm and Nella-
jelly Farm from the said first Day of May one Thousand
Seven Hundred and Eighty Six until the first Day of
July.— —

July one Thousand Seven Hundred and Eighty Seven. If you
look at the Exhibit or Paper Writing marked No. 33. now shewn
to you at this the Time of your Examination purporting to be
a Statement of Balances of Rent on Account of the said
Lands and Farms due by Juggapah otherwise Condraigala
Juggannauthrow from the Time the Defendant took Charge
of the Chief Ships of Masulipatam aforesaid in One Thousand
Seven Hundred and Eighty Six until the first Day of July
One Thousand Seven Hundred and Eighty Seven. Is or is not
the same a True Account and Statement from the Books of
Accounts of the Complainants, as well at Masulipatam
aforesaid as at Fort St. George aforesaid and whether you do or
do not know and believe that the said Statement and Account
and the several Dates and Figures thereon Contained are or are
not just and true and whether your Signature to the said Exhibit
subscribed as Accountant as aforesaid is or is not of your own
hand Writing declare.—

To William Balfour Esqre
Francis Lautour and
John Desfries junior

7th Have you or have you not dealt in the Purchase or Sale of Bonds or Securities Commonly called new Consolidated Bonds of his Highness Wallajah Nabob of the Carnatick. Are you or are you not therefrom or by any other and what Means informed of the Prices and Value the said Bonds have been at different Times sold and assigned for or within the Town of Madras or Fort St. George and

And

and whether you do or do not know at what Price and Value the said Bonds of his Highness the Nabob were sold and assigned at in the Year of our Lord one Thousand Seven Hundred and Eighty Six and in the Month of April of the said Year at the Town of Madras or Fort St. George aforesaid. declare the same as you know, have heard and do believe.

To Inyatomby Writer 8th. was you or was you not Head Writer or in some other and what Capacity as Writer or Accountant in the Office of the Defendants or of whom at Masulipatam during any or what Part of the Year of Christ One Thousand Seven Hundred and Eighty Six and One Thousand Seven Hundred and Eighty Seven. And whether the Defendant was or was not Chief of the Factory of Masulipatam aforesaid during such Time as you so served in the Capacity aforesaid. Do you know or have you heard by whom the Complainants publick Cash or Treasury at Masulipatam aforesaid was kept in Charge and where particularly. Do you know by whom the Cash Accounts of the Factory of Masulipatam aforesaid were kept and under whose Order and Direction. Do you know or have you heard of any Sum or Sums of Money being sent from Samuel Cottah by Mr. George Westcott aforesaid sometime on or about the Month of June One Thousand Seven Hundred and Eighty Seven or when on Account of the Complainants Revenues or on any other and what Account. And what was the Amount thereof. If you was or was not the said Sum or Sums of Money sent to the Defendant as Chief of Masulipatam aforesaid or to any other Person or Persons and how in what Manner. Do you know whether the said Sum or Sums of Money or any Part thereof was or were deposited in the Complainants Treasury. And do you know particularly how the same and any Part or Parts thereof were paid and disposed of and by whose Order and Direction declare the same as you know have heard and do believe.

To Ditto 6th. Do you know or have you heard of any Matter or this about a Certain Bill of Exchange drawn or supposed to be drawn in Favour of the Complainants President and Council at Fort St. George by Cuttendy Vencatarama & Ranjoo at Masulipatam for the Sum of Fifteen Thousand Madras Pagodas on Cauvinadone Vencapah at Madras sometime in the Month of May or in any other Month in the Year One Thousand Seven Hundred and Eighty Seven, and when. If you do you know have you heard or been informed whether the said Bill was or was not proceeded by the Means of Condraigala Juggarnauthrow otherwise Juggapah in the Proceedings of this Cause named. Do you know or have you heard whether the said Cuttendy Vencatarama & Ranjoo or any Person on his Account and whom did or did not receive any Value for the same. Was or was not the Complainants Cash Account Credited for the Payment of the said fifteen Thousand Madras Pagodas for the said Bill of Exchange and by whose Order and Direction. and how and in what Manner and from what Funds or Cash belonging to the said Complainants particularly was the said Sum of Fifteen

Thousand

Thousand Madras Pagodas paid and who personally received the same and on what Day to the best of your Knowledge Remembrance Do you know that the said Veldindy Vencatarama Raujoo was indebted unto the Defendants in any and what Sum or Sums of Money? Declare the same as you know have heard and do believe.

To Ditto 10th Do you know or have you heard of any Matter or Thing about Certain Bills of Exchange drawn or to be drawn by the aforesaid Condraigala Juggarnautrow otherwise Juggapah at Masulipatam aforesaid in favor of the Complainants President and Council at Fort St. George aforesaid for the Sum of Fifteen Thousand Madras Pagodas on Chelacalapoody Sittaramiah at Madras aforesaid, sometime in the Month of May or June or in any other and what Month and what Day of the Month in the Year of Christ one Thousand Seven Hundred and Eighty Seven and when? If Yea do you or do you not know whether any and what Value was paid to the said Condraigala Juggarnautrow otherwise Juggapah at the Time of the Delivery of the said Bill of Exchange or when? Whether or no was or was not the Complainants Cash Account at Masulipatam Credited for the Payment of the Sum of Fifteen Thousand Madras Pagodas for the said Bill of Exchange and by whose Order and Direction particularly declare the same as you know have heard or do believe.

To Ditto 11th Do you know or have you heard or been informed by any Matter or Thing about a Certain Bill of Exchange drawn or supposed to be drawn by the aforesaid Condraigala Juggarnautrow otherwise Juggapah at Masulipatam aforesaid in favor of the Complainants President and Council at Fort St. George aforesaid for the Sum of Forty Three Thousand Two Hundred and Eighty Three Madras Pagodas Four Fanams and Seventy Seven Cash on the aforesaid Chelacalapoody Sittaramiah at Madras aforesaid Sometime and when in the Month of June one Thousand Seven Hundred and Eighty Seven or when? If Yea do you know or have you heard that any or what Value was paid unto the said Condraigala Juggarnautrow otherwise Juggapah at the Time of the Delivery of the said Bill of Exchange or when? Whether was or was not the Complainants Cash Credited for the Payment of the said Sum of Forty Three Thousand Two Hundred and Eighty Three Madras Pagodas, four Fanams and Seventy Seven Cash for the said Bill of Exchange, and by whose Order and Direction? Declare the same, as you know have heard and do believe.

To Ditto 12th Do you know or have you heard that the Defendant was or was not removed by the Complainants President at Council at Fort St. George from being Chief of their said Factory at Masulipatam aforesaid, sometime or on what Day in the Month of June in the Year of Christ One Thousand Seven Hundred and Eighty Seven and by whom and when? Do you know whether any and what Zemindars within the Districts of Masulipatam or any other Person or Persons

Persons on their Behalfs did or did not sometime and when on or
about the said Day that the said Defendant was so removed from
the said Chief Ship or before, on or after the said Day and which of
them &c. as &c. require or otherwise demand from the Defendant and
whether, in his Capacity of Chief or how otherwise or from any
other Person or Persons and whom, Receipts for any and what
Sum or Sums of Money by them alledged and pretended to have
been paid by them on Account of their Tributes, Rents or Farms.
If Yea Thro' whose Means and by what Person did they
apply for the said Receipts and from whom did they require
Receipts to be given. Were or were not any Receipts given
them the said Zemendars or any other Person or Persons
for them by the said Defendant or by whom &c. And whether
as Chief or in any other Capacity and how &c. are you or are you
not acquainted with the Manner of the Hand Writing of the said
Charles Sloyer by seeing him write or otherwise and how &c. If Yea
look at the Exhibits now shewn to you at this the Time of
your Examination marked Nos. 20. 21. 22. 23. 24. 25. 26. 27. &
purporting to be Eight Original Receipts to sundry Persons
for sundry Sums at Sundry Dates by the Defendant given
as Chief of Masulipatam aforesaid &c. Have you ever before seen
the same and when and where and on what Occasion? Did
you see the Defendant Sign the same severally or do you
any or otherwise and how know and believe the same to be
severally subscribed by the said Charles Sloyer as Chief of
Masulipatam aforesaid for the Purpose therein expressed and
declared

declared or any other and what Purpose? and whether the Signature
Charles Sloyer thereunto severally set & and subscribed is or is not
of his own proper hand Writing. Declare the same as you know
and do believe?

To Ditto 13th. Look at the Paper Writing: No. 28 now
shewn to you at this the Time of your Examination purporting
to be a Copy of a Receipt to Rajah Venkata Narsimma Appa Rowe
Behauder Zemindar of &c. Vizeg by the Defendant & Appearing
to have been given, as Chief of Masulipatam aforesaid for the
Sum of Sixteen Thousand Eight Hundred and Forty two Madras
Pagodas Twenty Six Fanams and Twenty one Cash on Account
of old Balance; Have you or have you not ever seen the original
thereof &c. If Yea whether or no is or is not the said Exhibit No. 28
a true Copy thereof &c. and whether you know or do otherwise believe
that the said Original was signed by the said Defendant as Chief
of Masulipatam aforesaid for the Purposes therein expressed and
declared and for any other and what Purpose and Account &c. Do you
know or have you heard what is became of the said Original and
in whose Custody, Power and Possession now is and what is become
thereof &c. Declare?

To Ditto 14th. Do or do not the several Sums appearing by the
said Exhibits or Receipts Nos. 20. 21. 22. 23. 24. 25. 26. 27. and 28. to
have been paid and received under the Date of the Tenth Day of June
Amount together to the Sum of Forty four Thousand three Hundred
and Eighty three Madras Pagodas Seven Fanams and Seventy &
Seven Cash or to any other or what Sums

Were or were not the said Zemindars Credited

in

in the Complainants Cash Account on the said Tenth Day of June for the several Amounts of the said Receipts under that Date or when? and whether the said Complainants Cash Account was or was not debited for the said several Amounts as so much received from the said Zemindars or any of them? and by whose Direction and Order was such Debit and Credit therein particularly made? Declare?

To Ditto 15th Do you know or have you heard whether the Defendant did or did not by himself or any other Person or Persons and who by Name and when, apply to the said Condraigalav Juggarnaut now otherwise Juggapah for the aforesaid two Bills of Fifteen Thousand Madras Pagodas, each respecting which you have been before interrogated or any other Bills of Exchange to that or Amount, upon the said Complainants Presidency or where and to what Amount? Whether do you know or have heard that the said Condraigalav Juggarnaut now otherwise Juggapah did or did not make any and what Excuse of Inability or of such that Nature of Inability to procure or otherwise to provide for the Payment of Bills of Exchange on the said Presidency or elsewhere? If you what did pass particularly between the said Defendant and the said Condraigala Juggarnaut now otherwise Juggapah respecting the Drawing or not drawing of the said Bills of Exchange desired by the Defendant from the said Condraigala Juggarnaut now otherwise Juggapah as aforesaid and how? Declare as you know have heard and do believe?

To Ditto 16th Had or had not the said Zemindars or other Renters of the Complainants Farms and Lands within the Districts of Masulipatam aforesaid access or means of speaking to the Defendant or Chief or otherwise thro' the Means of the said Condraigalav Juggarnaut now otherwise Juggapah or what they any other and what Means of Access or of speaking to the said Defendant? Declare the same as you know have heard and do believe?

To Cassenada Vencapah
Vakeel to Culdindy
Vencatarama Raujoo

17th Look at the Paper Writing now shown to you at this the Time of your Examination marked A, purporting to be a Bill of Exchange drawn by Culdindy Vencatarama Raujoo, in Favor of the Honble Governor and Council on you under the Date of the Fifth Day of May in the Year of Christ One Thousand Seven Hundred and Eighty Seven for the Payment of the Sum of Fifteen Thousand Madras Pagodas? Do you know the Hand Writing of the said Culdindy Vencatarama Raujoo? If you is or is not the Name of Culdindy Vencatarama Raujoo thereto subscribed of his own proper Hand Writing as you know and have been informed or of the Hand Writing of any other Person or Persons and who by Name? Was or was not the said Bill of Exchange drawn upon you on Account of the said Culdindy Vencatarama Raujoo or on Account of whom and by whom? Did you or did you not at the Time of the said Bill of Exchange being drawn upon you or any Time thereafter and how long receive any Advice of the same having been so drawn by the said Culdindy Vencatarama Raujoo or Advice from any other Person or Persons and who by Name? Did or did not the said Culdindy Vencatarama Raujoo or any other Person or Persons and who by Name promise or engage to provide you with any

any and what Funds for the Payment thereof. Was or was not the said Bill of Exchange presented to you for Acceptance and on Behalf of whom and by whom? Did you or did you not accept the same and if not why not? Did you did you not thereafter receive any and what Letter and from whom desiring you to accept the same or otherwise and under what Encouragement and Inducement so to do? Did you or did you not thereafter accept the said Bill of Exchange and why and for what Reason? and whether by Order of the said Cuddendy Vencatarama Raujoo or from any other and what Person or Persons? and whether you was or was not furnished by the said Cuddendy Vencatarama Raujoo or by any other Person with Money and by whom for the Payment thereof? If Yea what was the Reason that you did not pay the same when it became due.

Hath or hath not the said Bill of Exchange been paid by you or by any other Person or Persons to your Knowledge and Belief and by whom and if not why not declare?

To Dilla 18th Do you or do you not know Bauptiah at Masulipatam aforesaid and did you or did you not know him in the said Month of May One Thousand Seven Hundred and Eighty Seven or when the said Bill of Exchange was drawn upon you as aforesaid. Was it or was it not Customary for the said Bauptiah or of any other Person or Persons to draw Bills of Exchange upon you in the Name of the said Cuddendy Vencatarama Raujoo or upon any other Person or Persons in his Name and whether the said Bauptiah had or had not any Right to draw

draw Bills of Exchange in the Name of the said Cuddendy Vencatarama Raujoo declare?

To Dilla 19th Did you or did you not inform the said Cuddendy Vencatarama Raujoo of the said Bill of Exchange having been drawn upon you in his Name. Did he or not ever approve of your having accepted the same or did he disapprove of your having accepted the said Bills of Exchange? And did you or did you not consider him as answerable for your said Acceptance thereof and if not why not. And who did you Consider as answerable to you for your said Acceptance and why and for what Cause or Reason declare?

To all the Witnesses 20th Do you know of any other Matter or Thing or you heard or can you set forth any Thing touching the Matters in Question in this Cause that may tend to the Benefit or Advantage of the Complainants If Yea declare the same as you know have heard or do believe together with the Reasons of such your Belief as fully and particularly as if you had been thereunto particularly interrogated.

H. Dupéry
Advt. for the Complainant

Translation of a Bill of Exchange Dated Vysauga Bahula Tadiya Jayavaurum of Pluvanga Year Answering to Anno Domini 5th May 1787.

I Cuddendy Vencatarama Raujoo do present my Respects to Causevicudone Vencapiah.

Whereas

Whereas I have drawn on you a Bill for the Sum of 15,000 / Fifteen Thousand Pagodas in Favor of the Honble Governor and Council regarding Casavadasies and you will on the Receipt of this Bill accept it and pay the said Sum in the Space of one Month from the Date hereof and take the said Bill and send it here attended to this

Signed Vencatarama Ranjoo on

Clavanganauma Samvatcharum Jasta Bahula Pumcham Jayavaurum or 5th June 1787. I accepted this Bill and I will pay the said Fifteen Thousand Pagodas and take this Bill in the Space of one Month from this Date

Signed Causenaudome Vencap

A true Translation as near as can be from the Gentoo Language

Ranganaudome

Interpreter

At the Execution of a Commission for Examination of Witnesses in

in this Cause this Paper Writing was produced and shewn to Mr. James Hodges Mr. William Augs. Dobbyn, Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 5th Interrogatory on the Complainants Part

William Brown
Robt. Malcolm
Robt. Kinchant
} Commissioners.

A. Exhibit on Behalf of the Honble Company

Charles Stoyer

This Exhibit marked A was shewn to Charles N. White Esqre and Casenada Vencapah at the respective Times of their Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayor's Court at Madraspatam, wherein the said Mayor General Sir Archd. Campbell K.B. John Holland James Hy. Casamayor and Robert Mounsell Esqre are Complainants & Charles Stoyer is Defendant was on the 9th & 21st Days of May Anno Dominie 1790.

Joseph Shaw

Examiner

Masulipatam 18th May 1787. Exchange for M Pags 15000 ... or M. Pags 16500 ... At 30 Days Sight of this my first Bill of Exchange / my Second of the same Tenor and Date not

not being paid / please to pay or cause to be paid to the Honourable Mayor General Archibald Campbell K.B. the President and Governor &c.a Council of Fort St. George the Sum of fifteen Thousand Pags. for Value received here of Charles Floyer Esq.re Chief &c.a Council of Masulipatam and place the same to Account as per Advice from

Your Mo.t Ob.t & humble Servant
Condraigula Sagernaubrow

To Chelacalapoody Sedahramiah
at
Madras

Accepted by Sedahramiah 29.th May 1787.

To Chelacalapoody Sedahramiah,

I draw this Day drawn on you a Sett of Bills of Exchange for Pags. fifteen Thousand in favour of the Honble Mayor General Sir Archibald Campbell K.B. the President and Governor &c.a Council of Fort St. George or their Order payable at 30 Days Sight for Value received here of Charles Floyer Esq.re Chief &c.a Council of Masulipatam which Sum you will pay at Time without further Advice from and place the same to my Account

Masulipatam
13 May 1787

I am Sir
Your Mo.t Ob.t & humble Servant
Condraigula Sagernaubrow

At the Execution of a Commission for the Examination of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Rodgis, Mr. William Augt. Dobbyn, Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 5th. Interrogatory on the Complainants Part

William Brown
Robt. Malcolm
Robt. Kinchant
} Commissioners.

B. Exhibit on Behalf of the Honble Company.

Charles Floyer.

This Exhibit marked B was shewn to Charles N. White Esq.re at the Time of this Examination before me on the Part of the Complainants in a certain Cause now depending in the Honble the Mayors Court at Madrasspatam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland, James Hy. Casamayor & Robert Mounsell Esq.rs are Complainants, and Charles Floyer is Defendant was on the 8.th Day of May Anno Domini 1790

Joseph Shaw
Ex.r

Masulipatam 16.th June 1787. Exchange for Pags. 15,283. 4 77

At 30 Days Sight of my first Bill of Exchange / my Second of the same Tenor and Date not being

being paid/ please to pay or Cause to be paid to the Honble Sir Archibald Campbell K. B. the President and Governor &c. Council of Fort St. George the Sum of Forty Three Thousand two Hundred and Eighty Three Pags Four Fanams and Seventy Seven Cash for Value received here of from Charles Floyer Esqr. Chief &c. Council at Masulipatam and place the same to Account as p. Advice from

Your Hble. Obt. and humble Servant

Condraiguela Jaggernautrow

To Chelacapoody Sittaramiah

at Madras

Accepted by Chelacalapoody Sittaramiah
18th June 1787

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Hodges Mr. William Augt. Dobbyn Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 5th Interrogatory on the Complainants Part

Robt. Malcolm
Wm. Brown
Robt. Kinchant
Commissioners

C. Exhibit on Behalf of the Honble Company

Charles Floyer

This

This Exhibit Marked C was shewn to Charles Nt. White Esqre at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein the said Mayor General Sir Archibald Campbell K. B. John Holland, James St. Casamayor & Robert Mounsell Esqrs. are Complainants and Charles Floyer is Defendant was on the 7th Day of May Anno Dominie 1790

Joseph Shaw

Dr.

Masulipatam 10th June 1787

Received of Rajah Row Comara Mahipetty Row Bahader Zemindar of Pellipore into the Honble Company's Cash the Sum of Five Thousand Nine Hundred and Nine Pags and Nine Fanams on Account of Current Jemmabundy

Charles Floyer
Chief

9 Pags 5,909 7

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Hodges, Mr. William Aug.s Dobbyn, Mr. Samuel Statham and Mr. Andrew Scott, by them deposed unto at the Time of their Examination to the 2d. Additional Interrogatory on the Complainants Part.

Robt. Kinchant
Robt. Malcolm
William Brown
Commissioners.

No. 20. Exhibit on the Part of the Honble Company of Merchants of England having to the East Indies by their Agents Complainants.

Charles Stoyer Defendant.

This Exhibit No. 20. was shewn to Sy Calamby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madrasspatnam wherein the said Mayor General Sir Archibald campbell K.B. John Holland, James Henry Casamayor & Robert Mounsell Esqrs are Complainants and Charles Stoyer is Defendant was on the 17th Day of May Anno Dominie 1790.

Joseph Shaw
Ex.r

Masulipatam 10th June 1787.

Received of Reddy Vaziagopaul Doss for Goolalah

Goolalah into the Honble Company's Cash the Sum of five Thousand two Hundred and Eighty Six Pagodas, Thirty one Fanams and Sixty one Cash on Account of Current Commabundy.

Charles Stoyer Chief

Pags. 5286.31.61.

At the Execution of a Commission for Examination of Witnesses in this Cause this Paper Writing was produced and Shewn to Mr. James Hodges, Mr. Wm. Aug.s Dobbyn, Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 2d. Additional & Interrogatory on the Complainants Part

Robt. Kinchant
Robt. Malcolm
Wm. Brown
Commissioners.

No. 21. Exhibit on the Part of the united Company of Merchants of England having to the East Indies by their Agents &c. Compts.

Charles Stoyer Defendant.

This Exhibit No. 21. was shewn to Sy Calamby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madrasspatnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs are

This Exhibit No. 22. was shewn to Syalomby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayor's Court at Madraspatnam & wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayer and Robert Mounsell Esqrs are Complainants and Charles Sloyer is Defendant was on the 17th Day of May Anno Domini 1790

Joseph Shaw
Ext.

Masulipatam 10th June 1787.

Received of Ruddy Vejiagopaul Deo for Goodaloor into the Honble Company's Cash the Sum of Three Thousand one Hundred and fifty one Pagodas and Twenty four Fanams on Account of last Years Jemmabundy

Charles Sloyer Chief

Rec.d 3151:24

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Rodges, Mr. William Augt Dobbyn, Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 2d Additional Interrogatory on the Complainants Part

Robt Kinchant
Robt Malcolm } Commissioners
Wm Brown

No. 22. Exhibit on the Part of the united Company of Merchants of England trading to the East Indies by their Agents Complainants

Charles Sloyer Defendant

This Exhibit No. 22. was shewn to Syalomby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayor's Court at Madraspatnam & wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayer and Robert Mounsell Esqrs are Complainants and Charles Sloyer is Defendant was on the 17th Day of May Anno Domini 1790

Joseph Shaw
Ext.

Masulipatam 10th June 1787.

Received of Mundapauddy Ragonat row Zemindar of Coconadah into the Honble Company's Cash the Sum of Two Thousand and Seven Hundred Pagodas on Account of Current Jemmabundy

Charles Sloyer Chief

Rec.d 2700

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was

was produced shewn to Mr. James Hodges Mr. William Augt. Dobbyn Mr. Samuel Statham & Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 2d. Additional Interrogatory on the Complainants Part.

Robt. Malcolm
Wm. Brown
Robt. Kinchant
} Commissioners.

No. 23d. Exhibit on the Part of the united Company of Merchants of England trading to the East Indies by their Agents &c. Complainants.

&
Charles Stoyer Defendant.

This Exhibit No. 23. was shewn to Iyatomby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs are Complainants and Charles Stoyer is Defendant was on the 17th Day of May Anno Domini 1790.

Joseph Shaw
Exr.

Masulipatam 10th June 1787.

Received of Reddy Mungapetty Doo Zemr. of Palavaram into the Honble Company's Cash the Sum

Sum of Eight Thousand One Hundred and Seventy Seven Pagodas Twenty four Fanams and Seventy five Cash on Account of Mr. Carroll & Simmabundy.

Charles Stoyer Chief.

Rec. 8177 24 75

At the Execution of a Commission of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Hodges, Mr. William Augt. Dobbyn and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 2d. Additional Interrogatory on the Complainants Part.

Wm. Brown
Robt. Malcolm
Robt. Kinchant
} Commissioners.

No. 24. Exhibit on the Part of the united Company of Merchants of England trading to the East Indies by their Agents &c. Complainants.

&
Charles Stoyer Defendant.

This Exhibit No. 24. was shewn to Iyatomby

Jya Isomby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Hon.ble the Mayor's Court at Madras Patnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esq.rs are Complainants and Charles Sloyer is Defendant was on the 17th Day of May Anno Domini 1790.

Joseph Shaw

Masulipatam 10th June 1787.

Exd.

Received of Reddy Varsinva Doo for Cottapilla into the Hon.ble Company's Cash the Sum of five Thousand Pagodas on Account of Current Jummabundy.

Charles Sloyer Chief

5,000 Pags.

At the Execution of a Commission for Examination of Witnesses in this Cause this Paper Writing was produced and shewn to Mr. James Hodges, Mr. William Aguet Dobbyn

Dobbyn Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 2d. Additional Interrogatory on the Complainants Part.

Rob.t Kinchant
Rob.t Malcolm
Wm. Brown
} Commissioners.

No. 25. Exhibit on the Part of the united Company of Merchants of England trading to the East Indies by their Agents &c.a Complainants.

Charles Sloyer Defendant

This Exhibit No. 25 was shewn to Jya Isomby at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Hon.ble the Mayors Court at Masulipatam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esq.rs are Complainants and Charles Sloyer is Defendant was on the 17th Day of May Anno Domini 1790.

Joseph Shaw

Masulipatam 10th June 1787.

Exd.

Received of Mahsreddy Venkatrady &c.a Naidoo Zemindar of Nundigamah into the Hon.ble &c.a Company's

Company's Cash on the following Dates the Sum of Ten Thousand Pagodas on Account of Current Investment Dr.

April 30		5000
June 10	1787	5000
	Pags.	10000

Charles Floyer Chief

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Hodges, Mr. William Augt. Dobbyns, Mr. Samuel Statham and Mr. Andrew Scott Hunter at the Time of their Examination to the 2d. additional Interrogatory on the Complainants Part &

Robt. Kinchant
Robt. Malcolm
William Browne
} Commissioners.

No. 26 Exhibit on the Part of the Honble the United Company of Merchants of England trading to the East Indies by their Agents &c. Complainants.

Charles Floyer Defendant

This Exhibit No. 26 was shewn to

to Ingalomby at the Time of this Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madras patnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Hy. Casamayor and Robert Mounsell Esqrs. are Complainants & Charles Floyer Defendant was on the 17th Day of May Anno Domini 1790.

Joseph Shaw
Cor.

Masulipatam 10th June 1787.

Received of Rajah Condraigular Jagger-naw Row Ramersoo Bahader Renter of Masulipatam Farms & Havally Lands &c. into the Honble Companys Cash on the following Dates the Sum of Sixty Seven Thousand and Seventy Two Pagodas, Twenty two Fanams Twelve Cash on Account of the of this Cowle.

1787. March 9th		5,000
Dr. 17th		1,700. 29. 13
April 30th		47,371. 28. 19
May 31st		5,000
June 10th		5000
Pags.		67,072. 22. 12

Charles Floyer Chief

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was

was produced and shewn to Mr. James Hodges Mr. William Augt. Dobbyn Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 2d additional Interrogatory on the Complainants Part

Robt. Kinchant
Robt. Malcolm
Wm. Brown
} Commissioners.

No. 27. Exhibit on the Part of the united Company of Merchants of England trading to the East Indies by their Agents Complainants.

Charles Sloyer Defendant

This Exhibit No. 27 was shewn to Ignatomby at the Time of his Examination before me on the Part of the complainants in a Certain Cause now depending in the Honble the Mayors Court at Masulipatam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Hy. Casamayor and Robert Maunsell Esqrs. are Complainants & Charles Sloyer is Defendant was on the 8th Day of May Anno Domini 1790

Joseph Shaw
Ext.

Masulipatam 10th June 1797.

Received of Rajah Vencatar Narasimma Apparow Bahader Zemindar of Nuzeed into the Honble Company's Cash

Cash on the following Dates the Sum of Sixteen Thousand eight Hundred Forty Two Madras Pagodas Twenty Six Fanams & Twenty one Cash in full of 80,000 Pagodas which he agreed to pay in the Course of January & February last on Account of Old Balance of Pagodas 302,606.3.44. but not included in his Cabolia

1797 April	24th		2935	
	25		2000	
	26		1750	
	30		3000	
June	10		7157	26 21
		Pags	16,842	26 21

I have read this Paper
James Hodges
Wm. Dobbyn
Saml. Statham
I have seen this Paper
Andrew Scott

Charles Sloyer Chief

At the Execution of a Commission for Examination of Witnesses in this Cause, this Paper Writing was produced and shewn to Mr. James Hodges, Mr. William Augt. Dobbyn, Mr. Samuel Statham and Mr. Andrew Scott and by them deposed unto at the Time of their Examination to the 4th addition Interrogatory on the Complainants Part

Robt. Kinchant
Robt. Malcolm
Franc. Fergusson
} Commissioners.

No. 28. Exhibit on the Part of the united Company of Merchants of England trading to the East Indies by their Agents

Gyo.

&c.ª Complainants.

Charles Floyer Defendant

This Exhibit N.º 28 was shewn to Joseph Shaw at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland & James Henry Casamayor & Robert Mounsell Esq.rs are Complainants & Charles Floyer is Defendant was on the 8.th Day of May Anno Domini 1790.

Joseph Shaw Ex.r

Extract from the Minutes of Consultation Dated 21.st January 1786.

Charles Floyer Esq.re having been desired to attend, in Conformity to the late Act of the 21.st of his present Majesty Chap.r 27. the Oaths of Allegiance and Office are administered to him and he accordingly takes his Seat at the Board The Oath directed in the 32.d Section is likewise administered by the President to Mr. Floyer and after being subscribed by him is ordered to be sent to the Mayors Court to be recorded as the Act directs

A true Extract

Chas. N. White Secry.

Exam.d
Dan.l Ince

No. 29

No. 29. Exhibit on Behalf of the Complainants in this Cause

The Hon.ble United Company &c.a &c.a &c.a

Charles Floyer

This Exhibit N.º 29. was shewn to Charles N. White Esq.re at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Hon.ble the Mayors Court at Madraspatnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esq.rs are Complainants and Charles Floyer Defendant was on the 8.th Day of May Anno Domini 1790.

Joseph Shaw Ex.r

Extract from the Minutes of Consultation Dated 11.th April 1786.

Resolved according by that it be left in the Option of Mr. Russell to accept the Chief Ship of Masulipatam or to remain in his present Situation at Vizagapatam, that in the Event of his Declining the former Station, Mr. Floyer be appointed thereto, but should Mr. Russell give it the Preference in such Case it is agreed that Mr. Floyer do succeed him as Chief at Vizagapatam

A true Extract

Chas. N. White Secry.

Exam.d
Dan.l Ince

No. 30. Exhibit on Behalf of the Complainants in the Cause

The Honble united Company &c. &c. &c.

Charles Sloyer

This Exhibit No. 30. was shewn to Charles N. White Esqr. at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madraspatnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs are Complainants and Charles Sloyer is Defendant was on the 8th Day of May Anno Domini 1790.

Joseph Shaw
Exr.

Extract from the Minutes of Consultation dated 5th May 1726.

Mr. Russell having, in the above Minute, declined to accept the Chief Ship of Masulipatam: Resolved that Mr. Sloyer be directed to proceed thither and take Charge of that Station agreeable to the Boards Determinations in Consultation the 11th April.

A true Extract
Charles N. White
Secry.

Exam.
Danl. Since

No. 31st Exhibit on Behalf of the Complainants in the Cause

The Honble united Company &c. &c. &c.

Charles Sloyer

This Exhibit No. 31. was shewn to Charles N. White Esqr. at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madraspatnam, wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs are Complainants and Charles Sloyer is Defendant was on the 8th Day of May Anno Domini 1790.

Joseph Shaw
Exr.

Extract of a Letter from Mr. Sloyer to the Governor in Council dated 9th July 1767.

I cannot Close this Address, without recommending strongly to your Honours Notice, Favor and Protection, the Company's Interpreter Jaggernaut Row. The Zeal, Deligence and Attention,

He has unremittingly manifested through out the whole of the Public Transactions with the Zemindars and others, have greatly facilitated my Measures in the Accomplishment of a Permanent and advantagious Settlement for the Company. Common Justice requires this Testimony from me; more especially as the Time and Attention which he bestowed upon the Company's Affairs might have been employd more beneficially to himself in the Management of the Farms he then rented of them.

To

To the best of my Recollection not
having my Papers to speak with Certainty the Balance due
from him at my Departure, on Account of the Masulipatam
Farms, exclusive of the lesser ones of Pellapellee and Antravidee
was little more than 8000 Current Pagodas and for his
fourth and last & last of this Cowle for the first mentioned
Farms which became due on the 1st. of June, the Board of
Rennuce Rao consented to indulge him until the End of that
Month, for the Discharge thereof: which, by a Reference
to the general Books of that Settlement, will be found to
be a much smaller Balance than was ever before due on
these Farms, at that Time of the Year. I believe he is further
indebted for three Kists of the new Settlement for Chakr &
Mahall on the 25th. of May last to the Amount of about
10,000 Current Pagodas.

A true Extract

Chas. N. White Secy.

Exam.
J Webber

Exhibit on Behalf of the Complainants in the Cause

The Honble united Company &c. &c. &c.
&
Charles Stoyer

This Exhibit No. 32 was

Shewn

shewn to Charles N. White Esqr. at the Time of his Examination before me on the Part of Complainants in a Certain Cause now depending in the Honble the Mayors Court at Madras patnam wherein the said Mayor General Sir Archibald Campbell K.B. John Hollans James Henry Casamayor and Robert Mounsell Esqrs. are Complainants and Charles Stoyer is Defendant was on the 8th. Day of May Anno Domini 1790

Joseph Shaw
Exr.

Statement of the Balances of Rent due by Juggapah shewing the Monthly Encrease and Decrease from the Time Mr. Sloyer took Charge of the Chief Sheristadarship of Masulipatam in 1786 until Juggapah was dispossessed of the Farms and Districts of Chahar Mahall

			Masulipatam Farms, and Havally Lands			Chahar Mahall Zemindary			Antravidee Farm			Villapilly Farm			Total Balances		
			P.	F.	C.	P.	F.	C.	P.	F.	C.	P.	F.	C.	P.	F.	C.
1786																	
May	1st	Balance due on Acct of the several Farms	"	"	"	20397	25	52	250	9	"				20647	34	52
		One Kist due	"	"	"	"	"	"	"			1833	12				
	31st	Cash received	"	"	"	3300	"	"	250	9		1833	12				
		Balances				17097	25	52									
June	1st	One Kist due	22550												17097	25	52
	30th	Cash Received	22550			5765	23	32									
		Balances				11332	2	20									
July	1st	One Kist due							250	9					11332	2	20
	31st	Cash Received							250	9							
		Balances				11332	2	20									
Augt	1st	Three Kists due for				10198	30	66							11332	2	20
						21530	33	6									
	31st	Cash received				13131	10	64									
		Balances				3399	22	22									
Sept	1st	One Kist due	28875									1833	12		33992222		
			28875			3399	22	22				1833	12				
	30th	Balances													34107	34	22
Octr	1st	One Kist due							250	9							
			28875			3399	22	22	250	9		1833	12				
	31st	Balances													34358	7	22
Novr	30th	Balances													34358	7	22
Decr	1st	One Kist due	28875														
	31st	Balances	57750			3399	22	22	250	9		1833	12		63233	7	22
1787																	
Janry	1st	Kist due this Day for							250	9		1833	12				
			57750			3399	22	22	500	18		3666	24				
	31st	Balances													63306	22	22
Febry	28th	Balances													63306	22	22
March	1st	Kist due this Day for	28875														
			86625			3399	22	22	500	18		3666	24				
	31st	Cash received	15376	16	50												
			71248	19	21	3399	22	22	500	18		3666	24				
		Balances													78805	11	13
April	1st	Kist due for				23797	11	74	250	9							
			71248	19	21	27196	34	16	750	27		3666	24				
	30th	Cash received	52102	34	63												
			19139	20	38	27196	34	16	750	27		3666	24				
		Balances													56753	33	54
May	1st	Kist due				3399	22	22				1833	12				
			19139	20	38	30596	20	38	750	27		5500					
		Cash received	3560														
			13630	20	38	30596	20	38	750	27		5500					
	31st	Balances													50486	31	76
June	1st	Kist due	28875			3399	22	22									
			12514	20	38	33996	6	60	750	27		5500					
	31st	Cash received	5500														
			37014	20	38	33996	6	60	750	27		5500					
		Balances													77261	12	12
July	1st	1 Kist due							250	9							
		Total Balance due by Juggapah on the 1st July 1787 when he was deprived of the Farms & Chahar Mahall	37014	20	38	33996	6	60	1001			5500			77511	27	18

N.B. The Balance on 31st Jany 1787 } 65306 22 22
here stated as taken from the Books }

You which however should be added 3/5 of the Rents of Chahar Mahall due and hitherto debited in Janry but committed in the Books } 26397 2
of Masulipatam for that Month and not collected until April following

Balance 31st January 85704 24
The Balances on the 28th Feby 87 would in that Case have been 85704 24
Ends the 31st March 1787 99203

Fort St George 12th November 1788.

Errors Excepted

Tho.s Cockburn

Accountant to the Revenue Department

V.o 33

No. 33. Exhibit on Behalf of the Complainants in the Cause

The Honble united Company &c. &c. &c.

Charles Sloyer

This Exhibit No. 33. was shewn to Thomas Corkburn Esqre. at the Time of his Examination before me on the Part of the Complainants in a Certain Cause now depending in the Honble the Mayor's Court at Madraspatnam wherein the said Mayor General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs. are Complainants and Charles Sloyer is Defendant was on the 3d. Day of May Anno Domini 1790

Joseph Shaw Exr.

Between The united Company of Merchants of England trading to the East Indies by Mayor General Sir Archibald Campbell Knight of the most Honble Order of Bath their President and Governor of Fort St. George and its Dependencies and John Holland James Henry Casamayor and Robert Mounsell Esqrs. Members of their Council at Fort St. George aforesaid Complainants and Charles Sloyer Esqre. a Senior Merchant in the Service of the said Complainants Defendant

On

Mayor's Court at Madraspatnam

On the Part of the Complainants.

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth.

Charles Nicolas White Esqre. Civil Secretary to the Honble. Company on the Madras Establishment aged Thirty Three Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the eighth Day of May One Thousand Seven Hundred and Ninety signified at the Office of Mr. Peter Walker who is Attorney for the Defendant by Caravahmy Servant who also left him a Note of the Name Title & Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined deposeth as followeth.

1st. To the first Interrogatory this Deponent saith that he doth know the Complainants Mayor General Sir Archibald Campbell K.B. in this Cause and that he hath so known him since his Arrival in One Thousand Seven Hundred and Eighty Six and that he doth know the Complainants Mr. John Holland in this Cause and that he hath so known him about ten or twelve Years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about twelve or fourteen Years and that he hath know the Complainants Mr. Robert Mounsell in this Cause and that he hath so known him .... Some Years and that he doth know the Defendant Mr. Charles Sloyer in this Cause and that he hath so known him many Years and more he saith not to this first Interrogatory.

P

2d To the Second Interrogatory this Deponent saith that he is Secretary to the Public and Revenue Departments of the Affairs of the Complainants in the Title of these Interrogatories named and further saith that he was in the said Office or Capacity in the Year of our Lord one Thousand Seven Hundred and Eighty Six. This Deponent hath looked at the Exhibits marked No.s 29. 30. & 31. now shewn to him at this the Time of this Examination, purporting to be several Extracts from the Minutes of the said Complainants Consultations at their Presidency of Fort St. George. That marked No. 29. under the Date of Twenty fourth Day of January One Thousand Seven Hundred and Eighty Six that marked No. 30 under the Date of the Eleventh of April one Thousand Seven Hundred and Eighty Six. That marked No. 31. under the Date of the fifth of May One Thousand Seven Hundred and Eighty Six and says that the said Exhibits are true Extracts from the said Minutes of the said Complainants, said Consultations and further saith that the several Matters and Things therein allowed and set down &c are severally true. This Deponent saith that his Signature to the said Exhibits severally subscribed as Secretary, is of his own proper Hand Writing and more he saith not to this Second Interrogatory.

3d To the Third Interrogatory this Deponent saith that he is acquainted with the Manner of the hand Writing of the Defendant Charles Floyer in the Title of these Interrogatories Named and further saith that he hath seen him write and hath received Communications from him in his own hand Writing. This Deponent hath looked at the Exhibit or Paper Writing now shewn to him at this the Time of this Examination marked No. 32. purporting to be an Extract from an Original Letter in the hand Writing of the said Defendant to the Complainants President and Governor in Council of Fort St. George dated the Ninth Day of July One Thousand Seven Hundred and Eighty Seven and says that the said Defendant did send an original Letter unto the said Complainants, said President or Governor in Council at Fort St. George under the said Date of the Ninth Day of July in the said Year of our Lord one Thousand Seven Hundred and Eighty Seven. This Deponent saith that the same was signed and to the best of this Deponents Recollection, wrote by the said Defendant in his own hand Writing and further saith that the said Exhibit or Paper Writing shewn to him as aforesaid, is a true Extract from the said original Letter and that the same is Certified by him as Secretary as aforesaid, to be a true Extract; and that his Signature thereto subscribed as Secretary is in his own hand Writing and more he saith not to this Third Interrogatory.

4th To the Fourth Interrogatory this Deponent hath looked at the three Exhibits now shewn to him at this the Time of this Examination marked A, B & C. That marked A purporting to be a Translation of a Bill of Exchange drawn by Cuddy Venkatarama Razjee at Masulipatam, in Favour of the Honble the Governor

Governor and Council, on Cause made and Encaspt at Madras under the Date of the fifth Day of May one Thousand Seven Hundred and Eighty Seven for the Payment of the Sum of Fifteen Thousand Madras Pagodas. That marked B. purporting to be a Bill of Exchange drawn by Condraigulu Jaggernaudrow, in Favor of the Honble Mayor General Sir Archibald Campbell K. B. President & Governor &c. Council at Fort St. George on Chelacalapoody Sellara Miah at Madras dated at Masulipatam the Eighteenth Day of May One Thousand Seven Hundred and Eighty Seven for the Payment of the Sum of Fifteen Thousand Madras Pagodas, or Sixteen Thousand and five Hundred Star Pagodas. That Marked C. purporting to be a Bill of Exchange drawn by Condraigulu Juggarnaudrow in Favor of the Honble Sir Archibald Campbell K. B. President and Governor &c. Council of Fort St. George on Chelacalapoody Sellara Miah at Madras dated at Masulipatam the Tenth Day of June One Thousand Seven Hundred and Eighty Seven, for the Payment of the Sum of Forty Three Thousand, two Hundred and Eighty Three Madras Pagodas, four Fanams and Seventy Seven Cash, and says, to the best of his Recollection, the said Condraigulu Juggarnaudrow alias Veyyapah, was at the Time that the aforesaid three Bills of Exchange were drawn in Favour of the said Complainants President and Council of Fort St. George, aforesaid Renter of Certain Lands and Farms within the Complainants Territory at Masulipatam aforesaid, and this Deponent saith, that he hath

heard that the said Condraigulu Juggarnaudrow alias Veyyapah was indebted unto the said Complainants in a Considerable Sum of Money on Account of the Rents of the said Farms or Lands at the Time the said Bills of Exchange are said to have been drawn, but cannot at this Distance of Time remember the precise Amounts or the particulars and further saith that he doth not recollect that the said Defendant was indebted unto the said Complainants on any other Account than for Arrears of Rent due on Account of the aforementioned Lands and Farms. This Deponent saith that the said three Bills of Exchange in question, have not hitherto been paid or discharged and more he saith not to this fourth Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith that he doth not recollect any Instance of non Acceptance, though it hath frequently occurred that Payment of Bills of the above Discription have been protested, notwithstanding in which he believes it has not been usual or Customary in such Cases for the President and Council to protest — and further saith that he doth not recollect that the Want of Protests to Bills of Exchange for Non-Acceptance or Non payment hath been represented by the Chief and Council at any of the said Complainants Factories or Subordinate Settlements as prejudicial to the Affairs of Persons giving Bills at such Factories or Subordinate Settlements and more he saith not to this

or

or to the last Interrogatory.

Joseph Shaw Exr

Chs. N White

Between the United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the most Honble Order of the Bath their President and Governor of Fort St. George and its Dependencies and John Holland James Henry Casamajor and Robert Mounsells Esqrs Members of their Council at Fort St. George aforesaid Complainants and Charles Stoyer Esqre a Senior Merchant in the Service of the said Complainants, Defendant

On the Part of the Complainants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Thomas Cochburn Esqre of Fort St. George, junior Merchant in the Service of the Honble United Company of Merchants Trading to the East Indies, aged Twenty Eight Years or thereabouts, being produced as a Witness in this Cause on the Part of the Complainants was on the fifth Day of May One Thousand Seven Hundred and Ninety

signified at the Office of Messrs. Walker and Stall who are Attornies for the Defendant by Casawah my Servant who also left with him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth

1st To the first Interrogatory this Deponent saith that he doth know the Complainants Major General Sir Archibald Campbell K. B. in this Cause and that he hath so known him while Governor of Fort St. George and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him while Member of Council and Governor of Fort St. George and that he doth know the Complainant Mr. James Henry Casamajor in this Cause and that he hath known him while Member of Council of Fort St. George and that and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him while Member of Council of Fort St. George and that he doth know the Defendant Mr. Charles Stoyer in this Cause and that he hath so known him while Member of Govt. and during his Chief Shief of Masulipatam and more he saith not to this first Interrogatory

6th To the Sixth Interrogatory this Deponent saith that he is Accountant to the Revenue Department of the Affairs of the Complainants in the Title of these Interrogatories named at their Presidency of Fort St. George but saith that he

he was not Accountant to the said Department ever before the Month of May which was in the Year of our Lord One Thousand Seven Hundred and Eighty Six but was appointed Accountant sometime in the Month of September in the Year of our Lord one Thousand Seven Hundred and Eighty Six that notwithstanding his Appointment as Accountant did not take Place till the Month of September One Thousand Seven Hundred and Eighty Six the Accounts of the Revenue Department came under his Inspection and Controul from the first Day of May which was in the Years of our Lord one Thousand Seven Hundred and Eighty Six and so Continued till the first Day of July One Thousand Seven Hundred and Eighty Seven This Deponent saith that he is in Consequence of his Appointment as accountant to the Revenue Department acquainted with and informed of the Revenues and the Receipts of the said Revenues within the several Factories or Settlements subordinate to the said Presidency and Consequently informed of the Revenues of the said Complainants Factory of Masulipatam, of the Entries made in their Books there of Receipts on Account of the said Revenues and of the Days and Dates on which the said Entries are made on Account thereof; that he is so acquainted and informed of these Transactions by Means of the Accounts transmitted to him by the Accountant at the said Factory and that the Accounts transmitted are as follows.

First

First a Monthly Cash Account kept by the Chief wherein is inserted all Receipts at and Payments from the Revenue Treasury on Account of the said Revenues of the said Complainants which Account specifies the Date of Receipt and Payment and when closed at the End of each Month and signed by the Chief is delivered by him to the Accountant to be entered in the Books of the Factory and forwarded to the Presidency. Secondly a Monthly Journal Parcels Containing an Account by Journal Entry of all the Revenue Transactions which occur in the Course of the Month in which are debited to the Zemindars and Renters and all Kists or Payment on Account of the Revenues which fall due from them to the Complainants in the Month agreeably to the Terms specified in their Cowles and Muchulkahs and in which also they are credited for all Payments made to the Complainants on that Account agreeably to what appears to have been received from them in the Cash Account already mentioned, delivered to the Accountant by the Chief. Thirdly, monthly Account Current shewing the Balance due on the first of each Month from each Zemindars and Renters the Kists falling due if any become due the Receipts in the Course of the Month and Balance due at the Close of the Month. This Deponent says, that Condraigula Juggarnaut how otherwise Juggapah was considered Renter of Certain Lands and Farms within the Complainants Territories at Masulipatam aforesaid under the Name and Discription of Masulipatam Farms and Slavelly Lands, Chahar Mahal

Zemindary

Zemindary, Antravedee Farm, and Nella Pilla Farm, from the first Day of May One Thousand Seven Hundred and Eighty Six to the first Day of July One Thousand Seven Hundred and Eighty Seven. This Deponent saith that he hath looked at the Exhibit or Paper Writing now shewn to him at this the Time of this Examination purporting to be a Statements of Balances of Rent on Account of the Lands and Farms due by Juggapah otherwise Condraigula Jaggernautrow, from the Time the Defendant took Charge of the Chief Ship of Masulipatam aforesaid in One Thousand Seven Hundred and Eighty Six, untill the third Day of July One Thousand Seven Hundred and Eighty Seven and says that the same is a true Account and Statement from the Books of Accounts of the Complainants as well at Masulipatam aforesaid, as at Fort St. George aforesaid, from the first Day of May in the Year of our Lord one Thousand Seven Hundred and Eighty Six, to the first Day of July in the Year one Thousand Seven Hundred and Eighty Seven. Both Days inclusive with the following Exceptions that the Balance due from the said Condraigula Juggernautrow, as Renter on Account of the Masulipatam Farms and Havally Lands, on the first of July One Thousand Seven Hundred and Eighty Seven, is stated to be, by the Exhibit aforesaid Star Pagodas Thirty Seven Thousand and fourteen, Twenty Fanams and Thirty eight Cash, whereas, the Balance due by him standing upon the Books, on Account of the Farms and Havally Lands were Star Pagodas Thirty Seven Thousand and fourteen Twenty Fanams

Fanams and forty Eight Cash, the Difference of Ten Cash, arises from the Mistake of the Extractor from the Books whence stated in the said Exhibit, the Receipts from him in the Month of April to be Star Pagodas Fifty two Thousand one Hundred and Eight Thirty four Fanams and Sixty three Cash, instead of Fifty two Thousand one Hundred and Eight Pagodas Thirty four Fanams and fifty three Cash. This Deponent saith that the last Rists of the Rent of Chahar Mahall Zemindary which in the said Exhibit is stated to be due on and was due previous to the fifth June one Thousand Seven Hundred and Eighty Seven, was not debited in the Books untill the Month of September one Thousand Seven Hundred and Eighty Seven owing to the neglect of the Accountant at Masulipatam, but properly so stated in the said Exhibit which was drawn out to shew the actual State of the Balance due from the said Condraigula Juggarnautrow to the Complainants on the first Day of One Thousand Seven Hundred and Eighty Seven. There also appears an Error in Stating on the said Exhibit the total Balance due by the said Condraigula Jaggarnautrow on the Thirty first Day of January of One Thousand Seven Hundred and Eighty Seven, arising in the Addition of the several Balances forming the aggregate Sum of Pagodas Sixty five Thousand Three Hundred and Six, Twenty Eight Fanams and Twenty two Cash, it appearing upon Examination that the several Balances due on that Day in the Body of the said Exhibit make the Sum of Pagodas, Sixty five Thousand Three Hundred and Six teen, Twenty Eight Fanams and Twenty two Cash, which brought also to be the aggregate Balance dated the Twenty eighth of February

one

One Thousand Seven Hundred and Eighty Seven and the same Error affects the aggregate Balance due on the Thirty first. March One Thousand Seven Hundred and Eighty Seven which is stated in the said Exhibit to be Pagodas Seventy Eight Thousand Eight Hundred and five, eleven Fanams and forty three Cash, whereas it ought to have been Pagodas, Seventy eight Thousand Eight Hundred and fifteen, eleven Fanams Forty three Cash, but this Error affects not the aggregate Balance due from the said Condraguiddi Juggannaudroo on the first Day of July one Thousand Seven Hundred and Eighty Seven. This Deponent saith, the above Differences excepted that the said Statement and Account and the several Dates and Figures therein contained, are to the best of this Deponents Knowledge and Belief, just and true, and that the Signatures to the said Exhibit, as Accountant, as aforesaid is of the proper Hand Writing of this Deponent: and more the saith not. To this or to the last Interrogatory.

Joseph Shaw Tho.s Cochburn
Cl.k

Mayor's Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Mayor General Sir Archibald Campbell Knight of the most Honble Order of the Bath their President and Governor of Fort St. George and Dependencies and John Holland, James Henry Casamayor and Robert Mounsell Esqrs. Members of their Council at Fort St. George aforesaid Complainants and Charles Steyer Esqre a Senior Merchant in the Service of the said Complainants Defendant

On the Part of the Complainants.

Depositions of Witnesses taken in this Cause by and before the Examr. in this Court as followeth.

Mr. William Balfour a Senior Merchant in the Service of the Honble Company East India aged Thirty Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the eighteenth Day of May one Thousand Seven Hundred and Ninety sworn pro Deus Ewer Maher who is Attorney for the Defendant by Casawah my Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as follows viz.

1st. To the first Interrogatory this Deponent saith that he doth know the Complainants, Mayor General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about three Years and that he doth know the Complainants, Mr. John Holland in this Cause and that he hath so known him about two Years and half and that he doth know the Complainants Mr. James Henry Casamayor in this Cause and that he hath known him about Ten Years and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about Ten Years and that he doth know the Defendant Mr. Charles Steyer in this Cause and that he hath so known him about Five or Six years and more he saith not to this first Interrogatory.

7th. To the Seventh Interrogatory this Deponent saith saith that

that he has dealt in the Purchase or Sale of Bonds or Securities Commonly
called new Consolidated Bonds of his Highness Wauw Jaw Jaw Nabob
of the Carnatic and says, that therefore he is well informed of the Price and
Value the said Bonds have been at different Times sold and assigned for,
within the Towne of Madras or Fort St. George. This Deponent saith
that the Price and Value of the said Bonds or Securities commonly called
new Consolidated Bonds of his Highness the Nabob were sold and assigned
at in the Year of our Lord One Thousand Seven Hundred and Eighty Six
and in the Month of July of the said Year at the Towne of Madras or
Fort St. George aforesaid, at the Discount of Seventy p.Ct. and more he
saith he doth this or to the last Interrogatory.

Joseph Shaw

Wm. Balfour

Exd.

Mayor's Court at
Madraspatnam

Between the united
Company of Merchants of England Trading
to the East Indies by Mayor General Sir
Archibald Campbell Knight of the most
Honble Order of the Bath their President and
Governor of Fort St. George and its Depen-
dencies and John Holland James Henry
Casamayor and Robert Mounsell Esqrs.
Members of their Council at Fort St. George
aforesaid Complainants and Charles Floyer
Esqre. a Senior Merchant in the Service of
the said Complainants Defendant
For the Part of the Complainants

Depositions

Depositions of Witnesses taken in this Cause by and before the Examiner
in this Court as followeth—

Francis Sautour Merchant of Madras aged fifty four Years or
thereabouts, being produced as a Witness in this Cause on the Part of the Complainants
was on the fourth Day of May one Thousand Seven Hundred and Ninety
sworn before at the Office of Mr. Peter Wakeris who is Attorney for the Defendant
by Casawah my Servant who also left him a Note of the Name, Title and Place
of Abode of the said Deponent and afterwards on the same Day being sworn
and examined, deposeth as followeth—

1st ..... To the first Interrogatory, this Deponent saith, that he doth
know the Complainants Mayor General Sir Archibald Campbell
K.B. in this Cause and that he hath so known him about Three
Years and that he doth know the Complainant Mr. John Holland
in this Cause and that he hath so known him about Fifteen Years
and that he doth know the Complainant Mr. James Henry Casamayor in this
Cause and that he hath so known him about Twelve Years and that he doth
know the Complainant Mr. Robert Mounsell in this Cause and that he
hath so known him about Ten Years and that he doth know the Defen-
dant Charles Floyer in this Cause and that he hath so known him
about Ten Years and more he saith he doth to this first Interrogatory—

7th ..... To the Seventh Interrogatory this Deponent saith, that he hath
dealt in the Purchase and Sale of Bonds or Securities commonly
called New Consolidated Bonds of his Highness Wauw Jaw Jaw Nabob
of the Carnatic and further saith that he is therefore well informed of the
Prices and Value the said Bonds have been at different Times sold and
assigned for, within the Towne of Madras or Fort St. George, the said
Bonds in the Years one Thousand Seven Hundred and Eighty five
or Six, bearing a Discount of about Seventy p.Ct. This Deponent
saith

saith that the Price and Value of the said Bonds or Securities commonly called New Consolidated Bonds of his Highness the Nabob were sold and assigned at, in the Year of our Lord one Thousand Seven Hundred and Eighty Six, and in the Month of April of the said Year in Town of Madras or Fort St. George aforesaid, to the Best of his Deponents Recollection, was somewhere about the above mentioned Sum of Seventy p Cent Discount and more he saith not to this or to the last Interrogatory.

Jos. Shaw

Travs Lawlor

Exd.

Between the united Company of Merchant of England trading to the East Indies by Mayor General Sir Archibald Campbell Knight of the most Honble Order of the Bath their President and Governor of Fort St. George and its Dependencies and John Holland, James Henry Casamayor and Robert Mounsell Esqrs Members of their Council at Fort St. George aforesaid Complainants and Charles Floyer Esqr at Senior Merchant in the Service of the Complainants Defendant.

On the Part of the Complainants.

Depositions of Witnesses taken in this Cause by and before the Examr in this Court as follows.

Mayors Court at Madraspatnam

Mr.

Mr. John Sykes Junior Merchant of Madras aged Twenty Six Years or thereabouts being produced as a Witness in this Cause on the Part of the Complainants was on the Eighteenth Day of May one Thousand Seven Hundred and Ninety sworn at the Office of Mr. Peter Walker who is Attorney for the Defendant by Casavah my Servant who also left them a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainants Mayor General Sir Archibald Campbell K. B. in this Cause and that he hath so known him about Three Years and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him about Seven or eight Years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about Seven or Eight Years and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about five Years and that he doth know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him about Seven or Eight Years and more he saith not to this first Interrogatory.

7th ..... To the Seventh Interrogatory this Deponent saith that he hath dealt in the Purchase or Sale of Bonds or Securities Commonly called New Consolidated Bonds of his Highness Wallajah Nabob of the Carnatic and further says that he is therefrom informed of the Prices and Value the said Bonds have been

been at different Times sold and assigned for within the Towne of Madras or Fort St. George. This Deponent saith that the Price and Value of the said Bonds or Securities commonly called New Consolidated Bonds of his Highness the Nabob were sold and assigned at Ten the Years four Pond One Thousand Seven Hundred and Eighty Six and in the Month of July of the said Year at the Towne of Madras or Fort St. George aforesaid, at this Discount of Seventy ℔ Cent or Thirty Pagodas Money, for one Hundred Pagodas, Bonds. and more he saith not to this or to the last Interrogatory.

John D Friell Junr

Joseph Shaw

Exd

Between the united Company of Merchants of England trading to the East Indies by Mayor General Sir Archibald Campbell Knight of the most Honble Order of the Bath, their President and Governor of Fort St. George and its Dependencies and John Holland James Henry Casamayor and Robert Mounsell Esqrs Members of their Council of Fort St. George aforesaid Complainants and Charles Floyer Esqre a Senior Merchant in the Service of the said Complainants Defendant on the Part of the Complainants

Mayors Court at Madraspatnam

Depositions of Witnesses taken in this Cause by and before the Comr in this Court as followeth

Iyatomby

Iyatomby of Madras Writer aged Sixty five Years or thereabouts being duly produced as a Witness in this Cause on the Part of the Complainants was on the Seventeenth Day of May One Thousand Seven Hundred and Ninety sworn at the Office of Messrs Walker and Hall who are Attornies for the Defendant by Casavahamy Servant who also left then a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth viz.

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Mayor General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about twelve Years and an half, and that he doth know the Complainant Mr John Holland in this Cause and that he hath so known him about Twenty Years and that he doth know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about two Years and that he doth know the Complainant Mr Robert Mounsell in this Cause and that he hath so known him about two Years and that he doth know the Defendant Mr Charles Floyer in this Cause and that he hath so known him twelve Years or thereabouts and more he saith not to this first Interrogatory

8th To the Eighth Interrogatory this Deponent saith that he was Head Writer and Accomptant in the Office of the Defendant at Masulipatam during the Years of Christ One Thousand Seven Hundred and Eighty Six and One Thousand Seven Hundred and Eighty Seven and further saith that the Defendant was Chief of the Factory of Masulipatam aforesaid during such Time, as he this Deponent served in the Capacity aforesaid. This Deponent saith that he

6th

doth know that the Complainants Publick Cash or Treasury at Masulipatam aforesaid, was kept in Charge by Mr. Cockin in his private Apartment at the Company's Garden House, where the Chief resided and further saith that the Cash Accounts of the Factory of Masulipatam aforesaid, were kept by him this Deponent and some Native Writers, by the Order and Direction of Mr. Sloyer the Defendant. This Deponent did, that he doth know of Sum of Money having been sent from Samuel Collash by George Westcott & Co. Masulipatame aforesaid, in the Month of June One Thousand Seven Hundred and Eighty Seven on Account of the Complainants Revenues and that the Amount thereof was Twenty one Thousand Madras Pagodas and further saith, that the said Sum of Madras Pagodas viz^d one Thousand, was sent in a Box to the Deponent as Chief of Masulipatame aforesaid under a Guard of Sepoys. This Deponent saith that the said Sum of Money or any Part thereof was not deposited in the Complainants Treasury and further saith that of Fifteen Thousand Pagodas thereof was paid to Mr. Sloyer in full for a Sett of Drafts drawn by Cuddindy Vencatarama Raijoo, on Cassonada Vencatpah in favour of the President and Council of Fort St. George and the Remaining Six Thousand Madras Pagodas was also paid to the Defendant on Account of his Allowances by the Defendants own particular Order and Direction and more he saith not to this eighth Interrogatory.

9th To the Ninth Interrogatory this Deponent saith that he doth know of a Certain Bill of Exchange drawn in favour of the Complainants President and Council at Fort St. George by Cuddindy Vencatarama Raijoo at Masulipatam for the Sum of Fifteen Thousand Madras Pagodas, on Cassonada Vencatpah at Madras in the Month of May in the Year One Thousand Seven Hundred and Eighty Seven in Consequence of having kept the Complainants Cash Account, and further saith that he hath heard that the said Bill was procured by the Means of Mr. Condraigula Juggamauthrow Sheroise Juggapah in the Proceedings of the Cause named. This Deponent saith, that he doth not know, neither hath he heard whether the said Cuddindy Vencatarama Raijoo or any Person on his Account did receive any Value for the same and further saith, that the Complainants Cash Account was Credited for the Payment of the said Fifteen Thousand Madras Pagodas for the said Bill of Exchange. This Deponent saith that the said Sum of Fifteen Thousand Madras Pagodas was carried to the Credit of the said Complainants Cash Account by Order of Mr. Sloyer the Sirdar and further saith that the said Sum of Fifteen Thousand Madras Pagodas was taken from the Complainants Box in which the aforementioned Madras Pagodas Twenty one Thousand were remitted from Samuel Collash by Mr. Westcott and paid to Mr. Sloyer. This Deponent saith that the Defendant did personally receive the same on the Tenth Day of June one Thousand Seven Hundred and Eighty Seven, and further saith that he doth not know the said Cuddindy Vencatarama Raijoo was indebted unto the Defendant in any Sum or Sums of Money and more

more he saith not to this Ninth Interrogatory.

10th ..... To the Tenth Interrogatory this Deponent saith that he doth know in Consequence of having Kept the Cash Account of the Complainants by Order and Direction of Condraigula Juggarnaut row alias Juggapah the Company's Interpreter in the Office of the Defendant. That a Certain Bill of Exchange was drawn by the aforementioned Condraigula Juggarnautrow alias Juggapah at Masulipatam aforesaid in Favour of the Complainant President and Council at Fort St. George aforesaid for the Sum of Fifteen Thousand Madras Pagodas on Chelacala Poovoy Sittaramiah at Madras aforesaid, Some time in the Month of May One Thousand Seven Hundred and Eighty Seven, but doth not recollect the Day of the Month and further Saith, that he doth not know if any or what Value was paid to Condraigula Juggarnautrow alias Juggapah the Time of the Delivery of the said Bill of Exchange. This Deponent saith, that the Complainants Cash Account at Masulipatam was Credited for the Payment of the Sum of Fifteen Thousand Madras Pagodas for the said Bills of Exchange and further saith, by Order and Direction of Mr. Sloyer and more he saith not to this Tenth Interrogatory.

11th ..... To the Eleventh Interrogatory this Deponent saith, he doth know that a Certain Bill of Exchange was drawn by the aforesaid Condraigula Juggarnautrow alias Juggapah at Masulipatam aforesaid in Favour of the Complainants President and Council at Fort St. George aforesaid for the Sum of Forty Three Thousand Two Hundred and Eighty Three Madras Pagodas, Four Fanams and Seventy Seven Cash on the aforesaid Chelacala Poovoy Sittaramiah at Madras aforesaid in the Month of June One Thousand Seven Hundred and Eighty Seven and further saith that he doth know that no Value was paid to the said Condraigula Juggarnautrow alias Juggapah at the Time of the Delivery of the said Bill of Exchange or at any other Time. This Deponent saith that the Complainants Cash was Credited for the Payment of the said Sum of Forty Three Thousand Two Hundred and Eighty Three Madras Pagodas and Four Fanams, and Seventy Seven Cash for the said Bill of Exchange and further saith that the above was done by Order and Direction of Mr. Sloyer and more he saith not to this Eleventh Interrogatory.

12th ..... To the Twelfth Interrogatory this Deponent saith that he doth know that the Defendant was removed by the Complainants President and Council at Fort St. George, from being Chief of their said Factory at Masulipatam aforesaid on the Eleventh Day of June in the Year of Christ One Thousand Seven Hundred and Eighty Seven and further saith that Several Zemindars but this Deponent doth not at this Distance of Time recollect their Names within the Districts of Masulipatam and by their Agents on their Behalf, did both before and after the said Day that the said Defendant was so removed from the said Chief & Ship ask, require or demand from Juggarnautrow, the Interpreter to procure them Receipts from the Defendant in his Capacity as Chief for Sums of Money by them obliged and pretended to have been

been paid by them on Account of their Tributes, Rent or Farms.
This Deponent saith, that Receipts were given to them, the said
Zemindars and other Persons, for them by the said Defendant and
further saith that the said Receipts were given by them the
Defendant in his Capacity as Chief. This Deponent saith
that he is acquainted with the Manner of the Hand Writing
of the said Charles Sleyer, by having seen him write, and further
saith he hath looked at the Exhibits now shewn to him at this
the Time of this Examination marked No.s 20.21.22.23.24.25.26.
and 27 purporting to be Eight original Receipts, to sundry
sundry Persons, for sundry Sums at sundry Dates by the
Defendant, given as Chief of Masulipatam aforesaid and
says, that he hath before seen the same on the Thirteenth Day
of June One Thousand Seven Hundred and Eighty Seven as
likewise at other Times having the said Receipts in his, this
Deponents Possession. This Deponent saith, that the
Occasion of his seeing the aforementioned Receipts was on his
Entering them on the Company's Receipts Book and on
translating most of the Receipts into the Gentoo Language
and further saith, that he did see the Defendant Sign
the same severally as Chief of Masulipatam aforesaid
for the Purpose therein expressed and declared. This Deponent
saith that the Signature Charles Sleyer thereunto severally
set and subscribed, is of his own proper Hand Writing, and
more he saith not to this Twelfth Interrogatory.

13th ..... To the Thirteenth Interrogatory this Deponent
saith

hath looked at the proper Writing No. 27 now shewn to him
at this the Time of this Examination purporting to be a Copy of a
Receipt to Rajah Venkata Rau Jemmar Apparoo Bahadoor &
Zemindar of Nagore, by the Defendant appearing to have been
given as Chief of Masulipatam aforesaid, for the Sum of Sixteen
Thousand, Eight Hundred and Forty Two Madras Pagodas &
Twenty Six Fanams and Twenty one Cash on Account of Old
Balance, and says that he hath seen the original Receipt and
believes the present Exhibit No. 28. to be a true Copy thereof.
This Deponent saith, he doth know that the said Original was
signed by the said Defendant as Chief of Masulipatam afore-
said, for the Purposes therein expressed and declared and further
saith, that he doth know or hath he heard of such as is become
of the said Original nor in whose Custody, Power and Possession
it now is and more he saith not to this Thirteenth Interrogatory.

14th ..... To the Fourteenth Interrogatory, this Deponent saith, that
the several Sums appearing by the said Exhibits or Receipts
No.s 20.21.22.23.24.25.26.27 and 28. to have been paid &
and received under the Date of the Tenth Day of June do
Amount together, to the Sum of Forty Four Thousand, Three
Hundred and Eighty Three Madras Pagodas, Seven Fanams
and Seventy Seven Cash and further saith that the said Zemin-
dars were Credited in the Accounts Current of the Complainants
on the Tenth Day of June for the several Amounts of the
said Receipts under that Date. This Deponent saith, that
the said Complainants Cash Account was debited for the several
Amounts

Amounts as so much received from the Said Inmenders and further
saith that such Debit and Credit therein particularly made
was by the Direction and Order of the Defendant M.r Steyer
and more he saith not to this fourteenth Interrogatory

15th ..... To the Fifteenth Interrogatory this Deponent saith that the
Defendant did apply unto him this Deponent he believes at
sometime in the Month of May one Thousand Seven Hundred
and Eighty Seven to the said Condraigula Juggarnaut Chow
Chetty alias Juggapah for Two Bills, but was ignorant of the
Amount as well as the Place on which the Bills were drawn
and further saith that he doth know that the Condraigula
Juggarnaut Chow Chetty alias Juggapah did make excuses of his
inability, urging that he was in Arrears to the Sowcars and
that he could not procure Bills of Exchange from them
until he had discharged the said Arrears due to them. This Deponent
saith that the said Defendant did desire him this Deponent
sometime in the Month of May one Thousand Seven Hundred and
Eighty Seven to ask of Juggarnaut Chow Chetty alias Juggapah for
the Two Bills, the said Juggarnaut Chow spoke of to which the said
Juggarnaut Chow answered pleading inability until he had dis-
charged the Money due to the Sowcars. a few Days after the
said Juggarnaut Chow Chetty alias Juggapah wrote this Deponent
a Note to acquaint the Defendant, that the Juggapah had
desired one Coja Bagaram an Armenian Merchant to assist him
with a Some of Money, who had stated his incapacity to
furnish him with ready Money but would grant him
a Juggapah

Juggapah a Letter of Credit on his Correspondent at
Madras who would furnish him with a Quantity of Goods and
that if M.r Steyer approved of this, the said Juggapah should
receiving the said Goods and disposing of them with the Money
arising therefrom & the said Chetty would discharge the Amount
of the Bills which the Defendant had desired Juggapah to
draw, to which M.r Steyer assented and more he saith not to
this Fifteenth Interrogatory

16th ..... To the Sixteenth Interrogatory this Deponent saith that the
said Zemindars and other Renters of the Complainants Farms
and Lands, within the Districts of Masulipatam aforesaid, had
no other Means of the said Condraigula Juggarnaut Chow Chetty alias
Juggapah and more he saith not to this or to the last Inter-
rogatory

Syatoundy

Joseph Shawe
Ext.

Between The united Co.
Company of Merchants of England trading
to the East Indies by Mayor General Sir
Archibald Campbell Knight of the most
Honble Order of the Bath, their President
and Governor of Fort St George and its
Dependencies and John Holland James
Henry Casamayor and Robert Mowbray
Esqrs Members of their Council at Fort
St.

S.t George aforesaid Complainants and
Charles Stoyer Esq.re a Senior Merchant
in the Service of the said Complainants
Defendant

On the Part of the Complainants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.t

Casseenada Vencapah Vakeel

Culdindy Vencatar-
amma Raujoo of Pouvellum in the District of S.t Maquillalore defendant
on Masulipatam aged Thirty Two or Thirty Six Years or Thereabouts being
produced as a Witness in this Cause on the Part of the Complainants was on
the Twenty first Day of May one Thousand Seven Hundred and Ninety S.d
signified at the Office of Messrs Walkins and Hall who are Attornies for
the Defendant by Casavadumy Servant who also left them a Note of
the Name Stile and Place of Abode of the said Deponent and afterwards
on the same Day being sworn and examined Deposeth as followeth viz.t

1st ..... To the first Interrogatory this Deponent saith that he doth
know the Complainant Major General Sir Archibald Camp-
bell K.B. in this Cause and that he hath so known him
about Two Years and that he doth know the Complainant
Mr John Holland in this Cause and that he hath so
known him one Year or Thereabouts and that he doth know
the Complainant Mr James Henry Casamayor in this Cause
and that he hath so known him about Three Years and
That

That he doth know the Complainant Mr Robert Mounsell in
this Cause and that he hath so known him about two Years and
that he doth know the Defendant Mr Charles Stoyer in this
Cause and that he hath so known him about Three Years and
more he saith go to the first Interrogatory

17th ..... To the Seventeenth Interrogatory this Deponent saith that
he hath looked at the Paper Writing now shewn to him at this
the Time of this Examination, marked A, purporting to be a
Bill of Exchange drawn by Culdindy Vencatarama Raujoo
in favour of the Honble Governor and Council on whom this
Deponent under the Fifteenth Day of May in the Year of
Christ One Thousand Seven Hundred and Eighty Seven, for
the Payment of the Sum of Fifteen Thousand Madras Pagodas
and further saith that he hath known the Hand Writing of the
said Culdindy Vencatarama Raujoo this Deponent saith
that the Name Culdindy Vencatarama Raujoo there to subscribed
is not of this own proper hand Writing but the proper Hand
Writing of one Boopiah a relative of the said Culdindy
Vencatarama Raujoo and further saith that the said Bill of
Exchange was not drawn upon on Account of the said Culdindy
Vencatarama Raujoo, but on Account of Condraiguda Jeggannauthoo
Alias Jeggapah Punithaloo and drawn by the aforesaid
Boopiah This Deponent saith that at the Time the said
said Bill of Exchange was drawn upon him, he received Advice
of the same having been so drawn by the said Boopiah and further
saith

saith that Sitteramiah told this Deponent that his
Master Condraiguda Juggarnaudroo alias Juggapiah
Penthaulu did promise him by Letter that he would send
an Order or a Bill on some respectable Soucars &c. at
Madras to furnish him with Funds for the Payment thereof
This Deponent saith that the said Bills of Exchange was
presented to him for Acceptance on Account of the Honble
Company by some Mr. Secretary Whites People and further
saith that he did not accept the same, because he this De-
ponent had not received any Letter from Caldindy Vencata-
ramma Raujoo his Master, This Deponent saith that
afterwards he received a Letter from the aforesaid Roopiah
desiring him to accept the Bills of Exchange, assuring him
that Sitteramiah Vakeel of Condraiguda Juggarnaudroo
alias Juggapiah Penthaulu would furnish him with the
Money requisite to discharge the Bill in Question and further
saith that thereafterwards did accept the said Bill of Exchange
for the Reasons already stated, by Order of the said Roopiah &
being furnished with the Sum of Five Thousand Six Hundred
Pagodas by Mr. James Innes, in Consequence of the Request
of Condraiguda Juggarnaudroo alias Juggapiah Penthaulu
in part Payment of the aforementioned Bill of Exchange of
which this Deponent paid to Vinachella Chetty the Honble
Company's Shroff. This Deponent saith that the Reason
why he did not pay the Residue of the aforesaid Bill

when

when it became due, was on Account of his not having received the
full Amount of the said Bill of Exchange and further saith
that the said Bill of Exchange has not been paid by him or
by any other Persons or Person to his Knowledge saw and accepted
the aforesaid Sum of Five Thousand and Five Hundred Pagodas
and more he said not to this Seventeenth Interrogatory.

18th ..... To the Eighteenth Interrogatory this Deponent saith that
He does believe Baupiah at Masulipatam aforesaid and that
He knows him in the said Month of May One Thousand Seven
Hundred and Eighty Seven, when the said Bill of Exchange was
drawn upon him This Deponent, as aforesaid, and further
saith that it was not Customary for the said Baupiah or any
other Person or Persons, to draw Bills of Exchange upon him
in the Name of the said Caldindy Vencataramma Raujoo
or upon any other Person or Persons in his Name This
Deponent saith, that the said Baupiah had no Right to
draw Bills of Exchange in the Name of the said Caldindy
Vencataramma Raujoo, and more He saith not to this Eighteenth
Interrogatory.

19th ..... To the Nineteenth Interrogatory this Deponent saith that
He did inform the said Caldindy Vencataramma Raujoo of the
said Bills of Exchange having been drawn upon him, this De-
ponent, in his Name and further saith, that the said Caldin-
dy Vencataramma Raujoo did then disapprove of this This
Deponent having accepted the same. This Deponent saith

that

that he did not consider him the said Culdindy Venkatasamma Raujoo, as answerable for his, this Deponents Acceptance of the aforementioned Bills of Exchange, because he this Deponent had not received any Orders or Directions from his Master the Culdindy Venkatasamma Raujoo, to make any Acceptances whatever, and more he saith not to this, or to the last Interrogatory.

Joseph Shave

Exd

D.r Condraigula Juggapdh Puntalu in Account Current with Charles Steyer Cr.

1787 April	30	To Balance of your Account Current with Mine dated and Closed this Day due to me Viz.t		1787 June	14	By Cash received the Amount of your Promissory Note to me dated 30th Apl. 1787 for Madras Pagodas ..... ₹363. 4. 9	809. 15. 19
		For the Amount of Principal and Interest of your Two Bonds to me each Dated 15th Apl. 1786 due 15th Apl. 1787	7128. 37. 54		30	By Cash for a Dividend received on three Sabeb Bonds mortgagie by you to me	412. 16. 5
		For Cash on your Promissory Note to me dated this Day payable on Demand Madras Pagodas ₹363. 4. 9 or	809. 15. 19	Dec.r 1788	6	By Cash for Ditto ... on Ditto ..... Ditto	226. 32. 75
1788 Sept.r	23	To Cash for a Dividend on three Sabeb Bonds mortgaged by you to me Carried to your Credit in the Above mentioned Account Current of 30th April 1787 under Date the 14th July 1786 more than have been received on Account of said mortgaged Bonds and now brought to your Debit	271. 18. 7. 10	May	2	By Cash for Ditto ... on Ditto ..... Ditto	23. 56. 2
		To Interest due to me on the following Sums Viz.t		June	27	By Cash for Ditto ... on Ditto ..... Ditto	112. 16. 5
		On Pagodas 7128. 37. 54 being the Principal and Interest of your Two said Bonds to me, each Dated 15th Apl. 1786 from 15th Apl. 1787 to 23 Sept.r 1788 being 1 year 5 M.rs 8 D.s @ 27 p.Cent p Annum	2351. 4. 20	Sept.r	23	By Interest due to you on the following Sums Viz.t	224. 12. 4. 24
		On Pagodas 271. 18. 27. 10 from 14 July 1786 to 23 Sept.r 1788 being 2. 2. 9 @ 8 p.C.t p Annum	131. 39. 60			On Pagodas 112. 16. 5. from 30th June 1787 to 23d Sept.r 1788 1 year 2 M.rs 23 D.s @ 8 p.C.t p Annum	116. 39
			2851. 4. 20			On Pagodas 226. 32. 75. from 6th Decem.r 1787 to 23 Sept.r 1788 being 9 M.rs 17 D.s @ 8 p.C.t p An.	144. 10. 40
						On Pagodas 23. 56. 2. from 2d May 1788 to 23 Sept.r 1788 being M.rs 4. 21 @ 8 p.C.t p Annum	3. 34. 60
						On Pagodas 112. 16. 5. from 27th June 1788 to 23d September 1788 being 2. 3. 8 @ 8 p.C.t p An.	6. 46. 10
							745. 10. 10
						By Balance due from you this Day on this Account Current	2282. 2. 34
			2828. 3.				2828. 3.

Errors Excepted p.r Charles Steyer

1788 St. George the 23d Sept.r Star Pagodas 2828. 3.

This Exhibit marked A was shewn to Arthur Sandford Cooke Esq.re at the Time of his Examination before me on the Part of the Defendant in a certain Cause now depending in the Hon.ble the Mayor's Court at Madras wherein the said Mayor General Sir Archibald Campbell K.B. John Holland, James Henry Casamayor and Robert Mowbray Esq.rs are Complainants and Charles Stevens Spencer Lewis on the 3.d April Anno Domini 1789.

Joseph Shawe Esq.r

D.r Charles Hoyer Esq.re in Account Current with Condraiguda Juggapah Pundaloo C.r

1786						1786					
April	6th	To Cash lent you on Bond dated this Day bearing				April	15th	By Cash for the Amount of 5 Pagodas now			
1786		an Interest of 12 ℔ Ct ℔ Annum	1750	"	1554 1 51			Credited Ten Bonds bought by you this Day			
April	30th	To Paid you in Part of my promissary Note for						at a Discount of 5 ℔ Ct that being the			
		Current Pagodas 33856 dated 15th of this						Discount settled with our mutual Consent			
		Month payable on Demand	13856		12596 13 7			by Cowparmal & Co. Madras Viz.t			
May	12th	To Cash paid Venteramally Lombia on your Account			20			My Promissary Note to give me by you this			
	13th	To Cash paid to you			36			Day payable on Demand for	33856		
	20th	To Cash paid you in further Part of my promissary Note						My Bond granted to you this Day			
		for Current Pagodas 33856 by a Dividend made to						payable in Six Months with Interest			
		the Naboks Creditors of 13 ℔ Ct	27427.10		2498 31 16			of Eight ℔ Ct ℔ Annum for	33856		
	27th	To Cash paid your Butler Nenapiah			50			My Bond granted to you this Day			
	27th	To Cash paid to Ellore Venealanaroo his Bill for						payable in Twelve Months with Interest			
		Long Cloth			95			of Eight ℔ Ct ℔ Annum	33857		16360 2332 16 2
		To Cash paid for Sayeng Jaffiah Pallonquine				July	24th	By Cash remitted from you on my Promissary Note to pay-			
		Bag for Messrs Foremany and Conjeur			121 5 3			able on Demand			2361 12 10
June		To Cash paid you in further Part of my Promissary				August	31st	By Ditto Ditto on Ditto payable on Demand			16483
		Note for 6 Pagodas 33256 by a Bill of Exchange				1787					
		on Engelare granted by Mr. Roger Darvall for				March	1st	By Ditto Ditto on Ditto payable on Demand			3000
		£ 2386 ℔ S. dated 15th April 1786	5770 25 16		5241 16 3 22		5th	By Ditto Ditto on Ditto payable on Demand			13073 21 16
	10th	To Cash paid Mrs. Hoyer by your Order being in				April	25th	By Ditto Ditto on Ditto	2321 21 12		2113 2 15
		further Part of Ditto	550		500		30th	By Ditto Ditto			3000
		To Cash paid Mr. Cooke by your Draw being in						By Interest due on the following Bonds Viz.t			
		further Part of Ditto	2310		2100			3 Years Interest due 15th April 1787 on my 1st Bond			
		To Cash paid to Ninapah, Morteo and Cooke Shear						payable in Six Months at 8 ℔ Ct ℔ Ann. 2708.17.22			
		Pay for May			9			1 Year Interest due 15th April 1787 on my			
July	11th	To Cash paid for the Allowance of a Bill drawn by the						2d Bond payable in one Year @ 6 ℔ Ct ℔			
		President and Council at Madras in favour of Mr.s						Annum	2708.20.12	541 16 3 734	4924 24 14
		George Moubray and by them made payable to you									
		Bear dated 23d June 1786 at 60 Days Sight						Carried over		11931 17 2	16247 23 768
		being in further Part Payment of my said promissary									
		Note for 6 Pagodas 33856	2711 27 10		2469 31 16						
	18th	To Cash paid Mr. Cooke by your Draw for your ℔									
		House Expences &c.a being in further Payment									
		of Ditto	550		500						
	30th	To Cash paid Ditto for Ditto being in further Part									
		Payment of Ditto	550		500						
		Carried over	30793 37 36		28325 19 37						

1786.						
		Brought Over	307933736	2232 5	1637	
July	18	To Cash paid you on further Part Payment of Ditto by a Dividend made to the Nabob & Creditors this Day of 1¾ p C				
August	1st	To Cash paid you on full of Said Promissary Note	27148 7 10	24198 31 16		
	2d	To Cash paid Mr Cooke for your House Expences by your Order	2023 16 34	1839 20 15		
September	27	To Cash paid Ditto for Ditto by Ditto		500		
October	13	To Cash paid Ditto for Ditto by Ditto		500		
November	17	To Cash paid Ditto for Ditto by Ditto		500		
December	15	To Cash for Settlement of a Dividend of 1¾ p C to the Nabob Creditors paid you by a Bill from the President and Council on my Account		500		
1787.						
January	28	To Cash paid Mr Cooke for your House Expences by your Order		24198 31 16		
		To Cash paid for a Gold Girdle set with various Colored Stones made by your Order		500		
	31st	To Cash paid for Mr Cooke for your House Expences by your Order		951		
February	2d	To Cash for the following Bills given by Cashavados to your own my Account dated this Day		500		
		1st Bill payable 1st March 1787 for 10000				
		1 Bill payable 1st April for 10000				
		1 Bill payable 1st May for 10000				
	23	To Cash paid Mr Cooke for your House Expences by your Order		30000		
March	6	To Cash for a Bill given by Gordon's to your own my Account dated this Day		500		
	16	To Cash paid Mr Cooke for your House Expences by your Order		20000		
	15	To Cash paid for a plain Gold wired Girdle made by your Order		500		
		To Cash for four Horses brought of Mr Darvall		312		
April	6	To 3 Years Interest on the Principal of your Bond Some for 6000 Pagodas 1710 dated 6th of April 1784 at the Rate of 12 p C p Annum	615 21 18	55 22 23		
		Carried over	361821 21 18	91631 11 57		

		Brought over	160310 17 2	16517 23 63		
		Carried over	160310 17 2	16517 23 63		

1787					
		By Brought over	36/21.21.18	9/163.11.11.37	
April 30th		To Ballance due to you as follows, for the Amount of Principal & Int. Interest of my two Bonds to you dated 15th April 1786 due 15th April 1796 & 1796 Pags: 73122.37.34. & Pag: 66430.34.2.			
		To Cash due to you in full of this Account Current for which I have given you my Promissary Note dated this Day payable on Demand	7363.4.9.	731.22.37.34	38.13.38.11
		Current £ Madras Pagodas	109310.17.2.	16311.2.37.68	

Madrasapatam 30th April 1787

Errors Excepted Per Condraiguelu Jaggarnaudoo

This Exhibit marked **B** was Shewn to Arthur Lang Ford Cooke Esqre at the Time of his Examination before me on the Part of the Defendant in a Certain Cause now depending in the Worble the Mayor's Court at Madras wherein the said Mayor General Sir Archibald Campbell Kt. B. John Holland, James Henry Casamayor and Robert Mounsell Esqres are Complainants and Charles Stoyes Defendant was on the 3d Sept. Anno Domini 1789

Joseph Stuart
Ext.

Interrogatories.

	By Brought over	109310.17.2.	16311.2.37.68	
	Current £ Mad. Pagodas	109310.17.2.	16311.2.37.68	

Interrogatories to be administered to Arthur Lang Ford Cooke of Fort St. George Esquire upon his being produced sworn and examined in a Certain Cause now depending in the Worble the Mayor's Court at Madras Patam wherein the united Company of Merchants of England trading to the East Indies by Mayor General Sir Archibald Campbell Kt. B. John Holland, James Henry Casamayor and Robert Mounsell Esquires Governor and Council of Fort St. George are Complainants and Charles Stoyes Esqre Defendant

On the Part and Behalf of the Defendant &c

To Arthur Langford Cooke Jun.r &c. Interrogatory } Do you know the Parties Complainant & Defendant in the Title of these Interrogatories or either of them & which of them if you have long have you known them or either of them & which of them do you declare.

To the same Second Interrogatory } Look at the Account Current hereunto Annexed & Sworn to by the Defendant & Shew whether it proceeded and was Sworn to by you at the Time of the Defendants Examination as well as at the several Times mentioned therein and the Balance therein stated to be due. Were you or were you not present at the Time the Defendant during his being Chief of Masulipatam as well as for a Considerable Time before & after you were or are you not intimately acquainted with his Money Transactions and Affairs. If Yea, from such your Situation and Knowledge Do you or do you not Upon your Oath believe that the several Sums of Money therein debited and credited are justly and truly due and owing as they are therein charged and that the Balance therein stated to be due from Condraigula Juggannaudroo alias Chevvise Juggapah to the Defendant was Actually truly justly and bona fide due from the said Condraigula Juggannaudroo alias Chevvise Juggapah to the Defendant or not & declare & what Sum to whom a Balance was due and in what Particulars the said Balance and Account is Erroneous.

To the same Third Interrogatory } Look at the Account Current marked B hereunto annexed to be Sworn to by you at the Time of the Swearing of your Examination, is or is not the Signature thereto of the proper Hand Writing of Condraigula Juggapah Pantulu whose Name is subscribed thereto if you were present when he signed the same. If you did hear did he sign the same freely and voluntarily in Testimony of such Account being a just and true Account of the Debits and Credits subsisting between the said Defendant and the said Condraigula Juggannaudroo alias Chevvise Juggapah and of the Balance therein mentioned being due as therein stated or how otherwise did he sign the same. Previous to his Signing the same did the said Condraigula Juggannaudroo alias Chevvise Juggapah or did he fully examine and perfectly understand the several Items of the said Account Current and the Money thereon due, Declare.

To the same Fourth Interrogatory } Do you or do you not know or believe that the Defendant hath ever any Intention or Thought by Leaving the Jurisdiction or otherwise to avoid being served with the Process of this Honble Court at this or in any other Suit whatever. Declare.

To the same Fifth Interrogatory } Was you or was you not present at the Settlement of Accounts at Masulipatam between the said Condraigula Juggannaudroo alias Chevvise Juggapah and the Defendant. If Yea, who else was present and at what Time was such Settlement made. Was or was not such Settlement of Accounts made by appointment on that Day. Did or did not the said Condraigula Juggannaudroo alias Chevvise

Signed by the Defendant and delivered by him to the said Condraiguela Juggarnauthrow Sheruise Juggapah and which Did or did not the said Condraiguela Juggarnauthrow Sheruise Juggapah appear to be perfectly satisfied with such Adjustment of Accounts did he at any Time and whenever press as Desire that any and what Items should not be brought to his Credit in the Adjustment of Accounts between the Defendant and him and for which Reason did he give for wishing such to be omitted, declare.

To the same Interrogatory

Did or did not the Defendant desire the said Condraiguela Juggarnauthrow Sheruise Juggapah to make you Advances of Money for all Disbursements on his Account and were or were not all such Advances of Money made to you by the said Condraiguela Juggarnauthrow Sheruise Juggapah on the Defendants Account brought to his Credit accordingly in Account Current dated the Thirtieth Day of April One Thousand Seven Hundred and Eighty Seven, if not, how and on what Manner were the same made, were any and what Orders given for the same and if not by whom were such Orders given to or have you or they made payable and on what Accounts. Was or was not the said Condraiguela Juggarnauthrow Sheruise Juggapah at the Time when the Defendant desired such Advances to be made to you on his Account considerably in the Defendants Debt. Did you or did you not receive any further Advances of Money from the said

otherwise Juggapah being with him at that Meeting and account drawn out in English by him and was or was not the same Compared with the Memorandums of Accounts in which you and the Defendant had kept of his Money Transactions with the said Condraiguela Juggarnauthrow Sheruise Juggapah were or were not Vouchers produced by which the said Condraiguela Juggarnauthrow Sheruise Juggapah Account was Corrected. Did or did not the said Condraiguela Juggarnauthrow Sheruise Juggapah Account so adjusted to be in full of all Accounts and Money Transactions between him and the Defendant. Did the said Condraiguela Juggarnauthrow Sheruise Juggapah did he not sell Drawn with you and the Defendant at the same Table and draw out in his own Hand Writing the Account Current which has now been shewn to you. Was or was not the same when written by him examined and by whom and approved by the said Condraiguela Juggarnauthrow Sheruise Juggapah and the Defendant. Did or did not the said Condraiguela Juggarnauthrow Sheruise Juggapah after the same had been so examined and approved. Date and Sign this Note thereto on the Thirtieth Day of April, one Thousand Seven Hundred and Eighty Seven. Did you or did you not write out from the said Account Current of the said Condraiguela Juggarnauthrow Sheruise Juggapah a reversed one and when was or was not the same examined with the former Account Current. Was or what is not the said reversed Account Current

Signed

Said Condraigula Juggarnauthrow Sherwise Juggapahrow Account of
the Defendant during his Stay at Masulipatam after the said Account
Current was Clsd. From or how did you receive the Subsequent Advances
of Money on the Defendants Account Were or were not the several
Sums so for which the said Condraigula Juggarnauthrow Sherwise
Juggapah is debited in the said Account Current and Dates the
Twenty fourth Day of July and the Thirty first Day of August
one Thousand Seven Hundred and Eighty Six the first and
Seventeenth Days of March the Twenty Fifth and Thirtieth
Days of April One Thousand Seven Hundred and Eighty
Seven, actually lent and advanced to him in Cash by the Defen-
dant Do you or do you not know if any Part of those Sums
received by the said Condraigula Juggarnauthrow Sherwise
Juggapah from the Defendant was for the Purpose of Dis-
charging his Debts to the Company Did or did not the said
Condraigula Juggarnauthrow Sherwise Juggapah deliver to the
Defendant three Bills of Cashevadoes Soucar each Bill
being for Madras Pagodas Ten Thousand Did or did not
the said Condraigula Juggarnauthrow Sherwise Juggapah
some time after pray to the Defendant the Sum of Fifteen
Thousand Madras Pagodas in Part Payment of those three
Soucars Bills Now was or was not Part of the said Bills for
Ten Thousand Madras Pagodas thereupon delivered up to the
said Condraigula Juggarnauthrow Sherwise Juggapah by
the Defendant and a Promise also made by the Defendant
to deliver up to the Condraigula Juggarnauthrow Sherwise
Juggapah

Juggapah the Two remaining Soucars Bills for Ten Thousand
Madras Pagodas each upon the Defendant being paid the
Remaining Sum due on them of Fifteen Thousand Madras
Pagodas. Did or did not the said Condraigula Juggarnauth-
row Sherwise Juggapah Sometimes afterwards pay to the
Defendant the Remaining Sum of Fifteen Thousand
Madras Pagodas due on the said Bill of Cashevadoes
Soucar and did or did not the Defendant on Receipt of
there of deliver up to the said Condraigula Juggarnauthrow
Sherwise Juggapah the two remaining Bills of Cashevadoes
for Madras Pagodas Ten Thousand each, Declare.

To the Same
Seventh Interrog.

Was or was not the Sum of Twenty
Eight Thousand Madras Pagodas paid to the said Condrai-
gula Juggarnauthrow Sherwise Juggapah in Money from
the Defendants own Cash for a Scrip which the said Condrai-
gula Juggarnauthrow Sherwise Juggapah delivered to him of
Gordoes Soucar for the said Sum of Twenty Eight
Thousand Madras Pagodas payable to the Defendant
on Account of the said Condraigula Juggarnauthrow Sherwise
Juggapah. And was or was not the said Scrip delivered up to
the Gordoes after the Defendant had received the Amount
thereof. Has or has not the said Condraigula Juggarnauthrow
Sherwise Juggapah desired you to apply to the Defendant
for Sums of Money to be lent to them, Declare.

To the Same
Eighth Interrog.

So you or do you not know of the
Defendants

Defendants having at any Time or Times received or that any Person on his Account any Sum or Sums of Money or any other Thing of Value by Way of Gift, Present, Reward, Donation or Recompence for Service done or to be done by him. And do you or do you not know of any Promise having been made to the Defendant directly or indirectly of any Sum or Sums of Money or any other Thing of Value to be paid to the Defendant for Service done or to be done by him Declare.

To the Same Ninth Interrog.ry } ..... Are you or are you not much in the Confidence of the Defendant and did you or did you not act as his private Secretary while Chief of Masulipatam? If Yea, is it or is it not almost impossible that the Defendant should have received any very considerable Sums of Money without your Knowledge of it? Declare.

To the Same Tenth Interrog.ry } ..... When and at what Time was the Company's Cash first placed under your Care, under whose Care was it before? Was the Company's Cash kept at the Company's Garden House before the Time it was committed to your Care? Was not the Company's Cash while under your Care kept at the Company's Garden House? Did or did not the Defendant constantly reside in the Company's Garden House while Chief of Masulipatam? From whom was the Defendant as Chief supplied with the necessary Sums of Money wanted for the public Disbursements of the Ships before the Company's Cash was kept at the Company's Garden House under your Care

Care? Were or were not all the ready Money Sums remitted to the Paymasters of Ellore and Samulcotah for their Monthly public Disbursements, and to the Presidents of Ingeram and Madapolam on Account of the Company's Investment first brought to the Company's Garden House for the Defendants Knowledge and Inspection thereof during the Time the Company's Cash was kept by the said Condraigula Juggarnaickroo otherwise Juggapah and when inspected were not such Sums of Money again delivered to the said Condraigula Juggarnaickroo otherwise Juggapah with Order from the Defendant as Chief to dispatch the same to the Persons for whom they were designed. Had or had not the Defendant as Chief frequently occasion to order the said Condraigula Juggarnaickroo otherwise Juggapah to send him other Sums from the Company's Cash under his Charge to enable him to make other public Disbursements. And has or has not the Defendant as Chief in Times of public Calls for immediate Disbursements made Advances from his own Cash and repaid himself when he received the Money from the said Congraigula Juggarnaickroo otherwise Juggapah Declare.

To the Same Eleventh Interrog.ry } ..... Do you or do you not know any Thing of a Bill of Exchange for Madras Pagodas Forty Three Thousand five Hundred and Eighty Three, Fourteen Fanams and Seventy Seven Cash being tendered by the said Condraigula Juggarnaickroo otherwise Juggapah to the Defendant, if yea relate what you know thereof and particularly if any Part of the Amount of the said Bill was ever received into the Company's Cash.

To the Same Twelfth Interrogatory } ..... Did you or did you not Consider the said Condraigula

Condraigula Juggarnaubroo otherwise Juggapaah as a Man of involved Circumstances. Did the Defendant or did he not (as was your belief) Consider him as a Man of Responsibility or not & declare the same fully and the Reason of such your Belief.

Last Interrogatory ..... Do you know or can you tell any other Matter or Thing material for the Defendant in this Cause? If Yea, Declare the same as you know or do believe together with the Reasons of such your Knowledge and Belief.

P. Walker
for self & William Spencer
Mayr. for Defendant

Between the united Company of Merchants of England trading to East Indies by Mayor General Sir Archibald Campbell K.C.B. John Holland, James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Stayer Esqr. Defendant

On the Part of the Defendant

Depositions of Witness taken in this Cause by and before the Examiner in this Court as follows viz.

Arthur Laing Lord Cooke Esqr. of Fort St. George Gentleman aged Thirty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Third Day of April One Thousand Seven Hundred and Eighty Nine sign[illegible] at the Office of Mr. Henry DeSeq who is Attorney for the Complainants by one of [illegible] Servants who also left him a Notice of Name Title and Place of Abode of the said Deponent and a Subpoena on the same Day being

being sworn and examined deposeth as following viz.

To the first Interrogatory this Deponent saith that he doth know the Complainant Mayor General Sir Archibald Campbell K.B. in this Cause and that he hath so known him Three Years or thereabouts and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him since his Arrival at the Presidency and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him five or Six Years and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him four or five Years and that he doth know the Defendant Charles Stayer in this Cause and that he hath so known him about Eight Years and more he saith not to this first Interrogatory.

To the Second Interrogatory this Deponent hath look'd at the Account Current marked A herewith produced and shewn to him at this the Time of his Examination as well as at the several Items mentioned therein and the Balance thereon stated to be due and saith that he was of the Defendants Family during his being Chief of Masulipatam as well as for a Considerable Time before. This Deponent saith that he Considers himself as well as acquainted with the Defendants Money Transactions

and

and Affairs and further saith that from such his Situation and Knowledge He doth believe that the several Sums of Money therein debited and credited are justly due and owing as they are therein Charged and that the Balance therein stated to be due from Condraigula Juggarnaut Row Sherwise Juggapah to the Defendant was truly, bonâ fide, justly and honestly due from the said Condraigula Juggarnaut Row Sherwise Juggapah to the Defendant and more He saith not to this Second Interrogatory.

3d To the Third Interrogatory this Deponent hath looked at the Account Current marked B herewith exhibited to him at this the Time of this Examination and saith that the Signature thereto is of the proper Hand Writing of Condraigula Juggapah Puntaloo in whose Name is subscribed thereto and that this Deponent was present when He signed the same. This Deponent saith that He did sign the same voluntarily in Testimony of such Account being a just and true Account of the Debits and Credits subsisting between the Defendant and the said Condraigula Juggarnaut Row Sherwise Juggapah and of the Balance therein mentioned being due as therein stated and further saith that previous to his Signing the same the said Condraigula Juggarnaut Row Sherwise Juggapah did fully examine and as this Deponent believes, perfectly understand the several Items of the said Account Current and the Money therein due and more He saith not to this third Interrogatory

4th

4th To the fourth Interrogatory this Deponent saith that he believes the Defendant hath never any Intention or Thought by leaving the Jurisdiction or otherwise to avoid being served with the Process of this Honble Court at this or in any other Suit and more knoweth not to this fourth Interrogatory.

5th To the fifth Interrogatory this Deponent saith that he was present at the Settlement of Accounts at Masulipatam between the said Condraigula Juggarnaut Row Sherwise Juggapah and the Defendant and further saith that previous to such Settlements of Accounts took Place on the thirtieth Day of April One Thousand Seven Hundred and Eighty Seven This Deponent saith that such Settlements of Accounts was made by Apportionment on that Day and further saith that the said Condraigula Juggarnaut Row Sherwise Juggapah did bring with him at that Meeting an Account drawn out in English by them and that the same was compared with the Memorandums of Accounts which this Deponent and the Defendant had kept of his Money Transactions with the said Condraigula Juggarnaut Row Sherwise Juggapah This Deponent saith that the Vouchers were produced by which the said Condraigula Juggarnaut Row Sherwise Juggapah's Accounts was corrected and further saith He believes that the said Condraigula Juggarnaut Row Sherwise Juggapah did Consider the same so adjusted to be in full of all Accounts and Money Transactions between him and the Defendant. This Deponent saith that the said

Condraigula

Condraigula Juggarnauthrow alias Juggapah did sit down with him and the Defendant at the same Table and drawe out in his own hand Writing the Account Current which has now been shewn to him and further saith that the same when written by him was examined by the Parties present and approved by the said Condraigula Juggarnauthrow alias Juggapah and the Defendant. This Deponent saith that the said Condraigula Juggarnauthrow alias Juggapah after the same had been so examined and approved did Date and signe his Name thereto on the Thirtieth Day of April one Thousand Seven Hundred and Eighty Seven and further saith that he this Deponent did write out from the said Account Current of the said Condraigula Juggarnauthrow alias Juggapah, as reversed, and on the same Day the thirtieth April one Thousand Seven Hundred and Eighty Seven. This Deponent saith that the same was examined with the former Account Current and further saith that the said reversed Account Current was signed by the Defendant and delivered by him to the said Condraigula Juggarnauthrow alias Juggapah on the same Day. This Deponent saith that the said Condraigula Juggarnauthrow alias Juggapah did appear to be perfectly satisfied with such Adjustment of Accounts and further saith that Meeting the said Condraigula Juggarnauthrow alias Juggapah some Days previous to the Adjustment of Accounts on the thirtieth April One Thousand Seven Hundred and Eighty Seven. This Deponent desired him

him to be prepared on that Day with an Account of any Articles he might have got made or procured by Desire of Mrs Floyer and this Deponent on asking him the said Condraigula Juggarnauthrow alias Juggapah Amount of three Cowries he had got made at Mrs Floyer's Desire, He replied that Hee meant them as a Present for Mrs Steps, upon which this Deponent told him that Mrs Steps would receive no Present from him and that therefore Hee must prepare with the Ornaments and further saith that the said Condraigula Juggarnauthrow alias Juggapah objected to charge for four Horses which he had bought for Mrs Floyer's Carriage, but upon this Deponent positively saying, that Mrs Floyer would not accept of them He brought the Amounts of them as well as the two Cowries on the Day of which the Settlements of Accounts took Place and received Credit for the same in Account Current the thirtieth of April one Thousand Seven Hundred and Eighty Seven and more He saith not to this 5th Interrogatory.

6th ..... To the Sixth Interrogatory this Deponent saith that the Defendant desired the said Condraigula Juggarnauthrow alias Juggapah to make him this Deponent such necessary Advances of Money for all Disbursements on his Account and further saith that all such Advances of Money made to him by the said Condraigula Juggarnauthrow alias Juggapah on the Defendants Account were brought to his the said Condraigula Juggarnauthrow alias Juggapahs Credit accordingly on the Account Current of the thirtieth April one Thousand Seven

Hundred

Hundred and Eighty Seven and that such Advances were
made in Consequence of said Order signed by the Defendant
and made payable to Mr. Sloyer specifying for House Expences
this Deponent saith that the said Condraigula Juggarnaickow
Sherwise Juggapah was at the Time when the Defendant
desired such Advances to be made to them, this Deponent knew
the Defendants Account considerable in the Defendants
Debt and further saith that He did not receive any further
Advances of Money from the said Condraigula Juggarnaickow
Sherwise Juggapah on Account of the Defendant during his
Stay at Masulipatam after the said Account was Closed.
This Deponent said he did that He received the Subsequent
Advances of Money from the Defendant himself and further
saith that He firmly believes the several Sums for which
the said Condraigula Juggarnaickow Sherwise Juggapah
is indebted in the said Account Current under Date the
twenty fourth Day of July and the thirty first Days of
August one Thousand Seven Hundred and Eighty Six the
first and seventeenth Days of March, the twenty fifth
and thirtieth Days of April one Thousand Seven
Hundred and Eighty Seven, were actually lent and
advanced to him in Cash by the Defendant. This Deponent
said he did believe that most of the Sums, if not all of
them, were advanced for the purpose of discharging his Rents
to the Company and further saith that the said Condraigula
Juggarnaickow Sherwise Juggapah did deliver to the Defendant
three Bills of Cashevas of Sowcar, each Bill being for Madras
Pagodas

Pagodas in Part Payment of those three Sowcars Bills, and
further said that most of the said Bills for Ten Thousand
Madras Pagodas was three in part delivered up to the said Condraigula
Juggarnaickow Sherwise Juggapah by the Defendant and
a Promise was also made by the Defendant to deliver up to the
said Condraigula Juggarnaickow Sherwise Juggapah the two
remaining Sowcars Bills for Ten Thousand Madras Pagodas
each upon the Defendant being paid the Remaining Sum
due on them of Fifteen Thousand Madras Pagodas. This
Deponent said that on being told by the Defendant that
he had received the Remaining Fifteen Thousand Pagodas
He this Deponent who had Charge of the Bills delivered
the Remaining two Bills of Cashevas of Sowcar for Ten
Thousand Pagodas, each to the Defendant, who delivered
them over to the said Condraigula Juggarnaickow Sherwise
Juggapah, and more He said not to this Sixth Interrogatory.
To the Seventh Interrogatory, this Deponent said that
He in his Conscience believes that the Sum of Seventy Eight
Thousand Madras Pagodas, was paid to the said Condraigula
Juggarnaickow Sherwise Juggapah in Money from the Defendant
or on Cash for a Sepah which the said Condraigula Juggarnaickow
Sherwise Juggapah delivered to the Defendant of Gordon &
Sowcars for the said Sum of Seventy Eight Thousand
Madras Pagodas, payable to the Defendant on Account of
the said Condraigula Juggarnaickow Sherwise Juggapah and
further said that the said Sepah was delivered up to Gordon &
after the Defendant had received the Amount thereof. This
Deponent said that the said Condraigula Juggarnaickow
Sherwise

Shewise Juggapah hath frequently desired this Deponent
to apply to the Defendant for Sums of Money to be sent
to him and more He saith Not to this Seventh Interrogatory

7th ..... To the Eighth Interrogatory this Deponent saith That
He do's not know of the Defendant having at any
Time received or that any Person did receive on his Account
any Sum or Sums of Money or any other Thing of Value by
way of Gift Present Reward Donation or Recompence
for Service done or to be done by him and further saith That
He do's not know of any Promise having been made to the
Defendant directly or indirectly of any Sum or Sums of Money
or any other Thing of Value to be paid to the Defendant for Service
done or to be done by him and more He saith Not to this eighth
Interrogatory

8th ..... To the Ninth Interrogatory this Deponent saith That
He is much in Confidence of the Defendant and that He
did act as private Secretary while Chief of Masulipatam
and further saith That it is almost impossible that the
Defendant should have received any very Considerable
Sums of Money of which he has not Knowledge so as
aforesaid and more He saith not to this Ninth Interrogatory

9th ..... To the tenth Interrogatory this Deponent saith That
the Company's Cash was placed under his Care in the Month
of October one Thousand Seven Hundred and Eighty Six
previous to which the Cash was under Charge of Condraigula
Juggarnautroo alias Juggapah and further saith That the
Company's was not kept at the Company's Garden House previous
to

to the Time it was committed to his Care, but after that Period
the Company's Cash was kept at the Company's Garden House
This Deponent saith That the Defendant did Constantly
reside at the Company's Garden House while Chief of Masu-
lipatam and further saith That the Defendant as Chief was
supplied with the necessary Sums of Money wanted for the
publick Disbursements of the Chief Ship by the said Condrai-
gula Juggarnautroo alias Juggapah, before the Company's
Cash was kept at the Company's Garden House under this
Deponents Care. This Deponent saith That all the Money
Sums remitted to the Paymasters of Ships and Sumboolah for
their monthly publick Disbursements and to the Presidents of
Ingeram and Madapollam on Account of the Company's Invest-
ments, were first brought to the Company's Garden House
for the Defendant's Knowledge, and Inspection, during the Time
the Company's Cash was kept by Condraigula Juggarnautroo
alias Juggapah and when inspected, such Sums of Money
were again delivered to the said Condraigula Juggarnautroo alias
Juggapah and more He saith Not to this tenth Interrogatory

11th ..... To the Eleventh Interrogatory this Deponent saith That He
hath heard that a Bill of Exchange for Madras Pagodas forty
three Thousand five Hundred and eighty three four Fanams and
seventy seven Cash, was tendered by the said Condraigula Juggar-
nautroo alias Juggapah to the Defendant in the Morning
previous to the Defendant's residing the Chief Ship which Bill
was handed over by the Defendant to the Gentleman who succeeded him
in the Chief Ship and further saith That no Part of the said Bill
was

was Paid into the Companys Cash during the Defendants &
Chief Ship and more He saith not to this Eleventh Interrogatory.

19th ..... To the Twelfth Interrogatory, this Deponent saith, that
He did not Consider the said Condrauguloo Juggarnautroo
otherwise Juggapah as a Man of Inveterate Circumstances and
further saith that He believes the Defendant must have
considered him as a Man of Responsibility, otherwise He would
not have advanced him several Considerable Sums of Money
which He has done, to this Deponents Knowledge and
further saith not to this, or to the last Interrogatory.

Ath.x L. Cooke

Joseph Shawe
Exr

Interrogatories to be administered to such Witnesses as shall be produced sworn and examined in a Certain Cause now depending and at Issue in the Honble the Mayors Court at Madras Fort William, wherein the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqres Governor and Council of Fort St. George are Complainants and Charles Floyer Esqre is Defendant

To all the & Witnesses first Interrogatory

In the Part and Behalf of the Defendant Do you know the Parties Complainant and Defendant in the Title of these Interrogatories named or any or either and which of them, If you have long have you known them any or either and which of them Declare

2d ..... To Mr. Andrew & &

Are you or are you not Secretary to the Chief and Council at Masulipatam If You have been Secretary, are you or are you not by Reason of that Appointment or otherwise well acquainted with the Constitution of the Board of Masulipatam and of their respective Duties and Trusts of the Chief and Council there If You is the Collection and Receipt of the Revenues arising to the Complainants from that District vested in the Chief alone or is it vested in the Chief and Council jointly or how otherwise and in Case of any Mismanagement in Collecting such Revenue or in any Misapplication of it a Fortiori is collected is the Chief alone answerable or is the Chief and Council answerable, jointly or how otherwise Declare

3d ..... To the same and to Samuel Statham Esqre

Were you or were you not one of your and which Secretary and was not the other of you and which a Member of Council at Masulipatam during the Defendants Chief Ship If You do you or do you not remember a Minute being given in to the Board on the 30th Day of June 1778 respecting the Acceptance of Bills of Exchange by the Chief to be transmitted to the Presidency If You do or did not the same receive the unanimous Approbation of the Board, If You did the Defendant by Vertue of such Minute acquire any greater Authority and consequently any greater Responsibility than the preceding Chief

Chiefs of the same Factory had before possessed. Did the Defendant or did She ever exercise any Authority either in Collecting the Revenues or disposing of them or receiving any Bills of Exchange or in any other Instances whatsoever beyond what his Predecessors constantly exercised. Declare

4th Interrogatory To the Same

Are you or are you not well acquainted with the Manner in which Bills of Exchange are received by the Chief in Council at Masulipatam approved of and transmitted to the Presidency If you Declare to the Court the Manner in which this is done and every particular Circumstances relating thereto Was or was not the same Method pursued respecting the taking and transmitting Bills of Exchange during the Chief Ships of the Defendant as had constantly been pursued in the Preceding Chief Ships. Declare

5th Interrogatory To the same

Had or had not several and which of the Members of Council at Masulipatam been many and how many Years Resident at that Factory If You were they or were they not fully enabled to judge the Circumstances of the Natives who had been accustomed to draw Bills of Exchange upon the Presidency If You were they were they not from their longer Residence more Competent to judge thereof than the Defendant who had not resided there so long. Declare

6th Interrogatory To Mr. Scott & Mr. Markham

Were or were not the other Members of Council fully authorized and was it or was it not a Part of their Duty to point out to the Chief the Insufficiency of any of the Drawers of the Bills of Exchange that were transmitted to the Presidency if they considered them to be insufficient And was it or was it not also their Duty in that Case to withhold their Approbation of such Bills of Exchange being received to Stop their being remitted to the Presidency and to state their Objections for so doing: or what was their Duty to do upon such an Occasion. Declare.

7th Interrogatory To the Same

Please to declare to the Court the Method taken by the Defendant during his Chief Ships respecting Remittances made to the Presidency and how the same were received submitted by them to Fort St. George and whether the same was or was not the joint Act of the whole Board. Was there or was there not a single or any Bill or Bills of Exchange remitted by the Defendant to the Presidency without the unanimous Consent of all the Members of Council, were they or were they not previous to their being remitted, sent round or a Note of the Particulars to every individual Member for his approval or disapproval thereof and did they or did they not all of them constantly sign the Letter in which they were forwarded to Government. Declare.

8th Interrogatory To the Same

Is or is not the Chief the Keeper of the Cash at Masulipatam, is he or is he not by Virtue of that Office or otherwise how soever enabled to dispose thereof or of any Part thereof without the Permission and approval of the other Members of Council and is or is not

No such Cash under the Conduct and superintendance of the Council at large or how the Chief & the Council have required to take any Bills of Exchange to be remitted to the Presidency, & seriously their Agreement to take such Bills of Exchange as sufficient Authority for the Chief & Council such Sum or Sums of Money as may be required for the Purchase thereof and is or is not their paying such Money from the Treasury always Considered as a Matter of Course or how otherwise. Declare.

9th Interrogat. To the 11th Point } Did or did not the Chief in Council at Masulipatam make remittances to the Presidency in the Months of July and August 1786 to the Amount of 36,500 Madras Pagodas or some other and what Sum of Money, If yea was or was not 10,000 thousand Pagodas of that Money remitted in Bills of Exchange drawn by Juggapah on Sellaramiah and was or was not the said Juggapah and Sellaramiah the same Persons by whom and on whom one of the Bills of Exchange for 5000 Pagodas and the other Bill of Exchange for 3283 Pagodas 4 Fanams and 55 Cash for which the present Suit is brought were drawn, were or were not the first mentioned Bills of Exchange punctually paid as they became due or how otherwise. Declare.

10th

10th Interrogat. To the same } Was there or was there not a Letter of June 1786 and April 1787 several Sums of Money paid out of the Treasury at Masulipatam for Bills drawn upon the Chief and Council by the Presidency of Fort St. George amounting together to 156809 Pagodas, 26 Fanams and 27 Cash or to some other and what Sum of Money. Declare.

11th Interrogat. To the same } Was there or was there not any other Remittance made from Masulipatam to the Presidency in Consequence of the Defendants Minute of the 30th of June 1786 exclusive of the Sum of 35000 Pagodas in June and 36500 Pagodas in the Months of July and August or some other and what Sums of Money and were or were not these Remittances all punctually paid & which of them was not paid & if yea how long was it after such Remittances were made that any other Remittance was made to the Presidency. Did there or did there not an Interval of Seven or how many Months Elapse between the Time of such Remittances. Declare.

12th Interrogat. To the same } Was there or was there not a Letter about the first Day of April 1787 or at some other and what time from Humphry Didier received by the Chief in Council at Masulipatam from the President & in Council at Fort St. George dated the 26th of March in the same Year or some other time what Time directing the Defendants the

the then Chief and his Council to send immediately to the Presidency or Sack of Pagodas or some other and what Sum of Money ever Sent in Specie in Lieu if they could procure Bills of Exchange for the whole or a Part if there of and to what Port it was such Letter and to what Effect Directed the same Contain, Did or did not the Hon.ble Court of the Treasury at Masulipatam admit of their Finding at Time the Sum required in there, If any were or were not the Remittances that were made by Bills made in Consequence of such Order Was or was not such Order directed to the Chief in Council jointly and not to the Defendant alone And was it or was it not their joint Duty to procure Bills of Exchange and could any Responsibility have accrued in obeying that Order either to the Chief in Council jointly or to the Chief alone or how otherwise Declare

13th Interrogatory To the same and Mr. Lenthall } Did or did not Juggapathy make very Considerable Payments to the Company during the Defendants last Three Years, If so please to inform the Court from the Records to which they you have access to what Amount such Payments were made during the Defendants Three Years Declare

14th Interrogatory To the same } Were or were not Certain Orders sent from the Board of Revenue at Fort St. George to the Chief and Council at Masulipatam directing them to urge Juggapathy to become punctual in his Payments, If you were or were not such Orders addressed to the Chief and Council jointly or how otherwise and was it or was it not their Duty to obey such Orders jointly or how otherwise Declare

15th Interrogatory To the same } Was or was not Juggapathy the public Interpreter and Head Dubash of the Complainants by an Appointment from themselves and was he or was he not in Consequence there of in the Habit of receiving from their Tributaries and Renters their respective Tributes and Rents Declare

16th Interrogatory To Mr. Andrew Scot } Was there or was there not some other Person and who by Name in whose Account Coldumby Venkataram drew the Bill of Exchange for 1500 Pagodas on which the present Suit is brought, If you can, has he or has he not departed this Life since the Date there of, If you did he or did he not leave Memorandum previous to the Bill being returned for Non Payment to Masulipatam, If you did or did not his Death occasion a great Change in the Solvency of his Engagements Declare

17th Interrogatory To Mr. Fee } Were you or were you not Secretary at the Time the Defendant resigned the Chief Ship of Masulipatam, If you are you or you not well acquainted with the Defendants delivering in to his Council at the Time he resigned a Bill of Exchange drawn on the Services of the Resident in Council at Fort St. George for the Sum of 13,283 Pagodas 11 Fanams and 77 Cash, If you were or were not the same Received by the Succeeding Acting Chief and

Mr. Hodges said Council without any Objection being
made thereto. Was it or was it not their Duty to make such
Objection if they had any to make, did they or did they not part
Assemble at the House of the Defendant to receive his Resig-
nation or at some other and what House and did or did not
the new Chief and Council afterwards assemble at the House
of Mr. Hodges the acting Chief or at some other and what
House and there into serious Business was or was not the
said Bill of Exchange then ordered to be remitted to the
Presidency by the said acting Chief and Council and was or
was not any Objection made by the said acting Chief or by
any Member of the Council, either to the Receiving the said
Bill or to the Remitting of it to the Presidency. Did or did
not this public and official Act of their Receiving and Remit-
ting the said Bill do away any responsibility from the
Defendant that did or did not his Successor. Mr. Hodges exactly
the same Authority respecting Bills of Exchange and every
other public Measure upon the Defendants Resignation
that the Defendant possessed previous by thereto. Declare

1st Interrogy } ..... Did or did not the Soucars at Masulipatam
To the same } and who by Name or Firm to draw Bills of Exchange upon the
Presidency at the Ballia or Exchange at Ten p.c. Cent. Did

1st Interrogy } Did or did not the different Zemindars and Renters and the Vakeels
Mr. Scott } know that they were entitled to have Receipts granted to
Mr. Sharham } them by the Chief for all Sums of Money they paid on
Account

Accounts of their Kists or Rents and did they or did they not also
know that it was the usual Practice for the Chief to grant
such Receipts upon Application for the same and that no other
Voucher but the Chiefs Receipts were deemed as regular and
proper Discharges to them for such Payments. Declare.

20th Interrogy } ..... Did or did not Juggapathy Rauzes Vackeel
To the same } in or about the Month of September 1787 or in some other
and what Month and Year declare before the Chief and Council
at Masulipatam or before some one and whom else by Name
that Juggapah had out of the Sum paid on Account of the
said Juggapathy Rauze for the Complainant with-held
certain and what Sum of Money and applied it to his own
Use and is or is not such Sum of Money nearly equal to the
Difference between the Amount for which Juggapathy
Rauze is credited for in the Masulipatam Revenue Cash
Account and the Amount which the said Juggapah Rauze
alledged he has paid and of which he has given an Account
Was or was not the Defendant ever applied to by the Compla-
nants for the Amount of this Difference till after he had
quitted the Chief Ship and was He or was He not by Reason
thereof prevented from being able to trace out how this Dif-
ference had arisen. Declare

21st Interrogy } ..... Is it or is it not Customary at Masulipatam
To the same } as well as in all the Rest of the Company's Factories that
you are acquainted with for the Chief to make out a Re-
gular Account of all Cash received and issued on Account
of

of the Company during the Course of every Month—If you is or is not such monthly Account constantly submitted to the Council at the Close of each Month and have they or have they not a right and is it or is it not their Duty to examine such Account and to point out any Error or Omission that may have escaped the Notice of the Chief and upon any such Account being passed by the Council does or does not the Passing and Approval thereof become the joint Act of the Chief and Council together or how otherwise And if any Responsibility is incurred thereby is or is not such Responsibility incurred by them jointly and not otherwise or if otherwise how is such Responsibility to be borne Did or did not the Defendant conformably to this Custom constantly every Month make up an Account of all Cash received and issued on Account of the Company by him during such Month and was or was not the Constantly laid before the other Members of the Board assembled in Council or sent round in Circulation for their Inspection and Cognizance when the Board was not assembled— Declare—

2d. Interrogy. Mr. Scot. Mr. Statham. Mr. Hodges. ——— Have or have not many former Renters of the same Districts in which Juggapah is now better or more in Arrear than Juggapah was during the Defendants Chief Ship If you specify the Names of such Renters and the Amount of their Arrears as near as you can recollect or are able to discover from the Records to which you may have Recourse Have such Arrears or have they not been recovered paid to the Complainants If not have the Chiefs or any or either of them under whom such Arrears had accrued been held Responsible for the Payment thereof and was it or was it not ever expected by the Complainants that they should be answerable for the same Declare—

23d. Interrogy. Mr. Scot. Mr. Hodges. ——— Did or did not Juggapah between the Months of May 1796 and the Month of June 1797 pay to the Complainants as Renter of the Masulipatam Towns and Chauncahal or have otherwise several Sums of Money amounting together to the Sum of 129000 Madras Pagodas or to some other or what Sum of Money If you is or is not this Sum of 129000 Pagodas or such other Sum of Money a much greater Payment than has been made during any former Chief Ship either by Juggapah or any former Renter of the same District during the same Space of Time or if not specify such Payments and the Amount thereof and how much the Payments made by Juggapah were less than the Payments you speak of— Declare—

24 Interrog. Mr. Statham. ——— Did you or did you not sometime in or about the Month of July 1797 or some other and what month and Year receive a Letter from the Defendants inclosing one or more Letters or Papers for Juggapah— If you did or did not such Letter or Papers Contain a Proposal from the Defendant to the said Juggapah to repurchase the Nabobs Bonds that he had before purchased for the Defendant If you please to relate to the Court the whole you know of this Transaction and if you have the original Letters and Papers or other

Documents

Documents please to deliver them in to the Commissioners to be transmitted with your Examination to the Court. Did the said Juggapah or did he not refuse to accede to this Proposal of the Defendants or how otherwise, Declare.

24th Interrog.
Mr. Scott
Mr. Statham
Mr. Dobbyns

Did the Defendant or did he not sometime in the Months of April or May 1787. or in some other Months and Year deliver in to Council an Account Current of Juggapah with the Company in which the first Kists or Instalments for Chahar Mahal were stated as falling due in the Month of March and the second in the Month of April of that Year with the Reasons for such Alterations was or was not any Objection made thereto by any Member of the Board at Masulipatam. And was or was not the said Account Current transmitted with their Approbation to the President, was or was not such Arrangement conformable to a new Arrangement that had taken Place from the other Zemindars and Renters in the Time of paying their Kists. Did or did not the Sirrishtadar Council at Masulipatam receive any subsequent Orders relative thereto from the Board of Revenue at Fort St. George, If you who did they receive such Orders and did they or did they not make a very Considerable Difference in the Balance that appeared to be due. If you please to state what Amount this apparent Difference was. was or was not Juggapah as much or more in Arrear for the Fasins he held in former Parts of his Renter ship as he was at the Time the Defendant quitted his Office, Declare.

26th Interrogt.
Mr. Scott & Mr. Hodges

Had it or had it been the usual Practice for the Zemindar Chief Shisht particularly in those of Mr. Daniel and Mr. Williams or of whom else for Juggapah to receive Payments from the Zemindars and was it was not the same usual Practice in the Life Time of his Uncle Venkata Joyalu and before his Time of Jugga Purbalu who held the same Office. Declare.

27th Interrogt.
Mr. Dobbyns
Mr. Statham &
Mr. Scott

Were you or were you not present when the Defendant delivered in an Account Current of Juggapah to be transmitted to the Presidency, If you did the Defendant or did he not deliver in at the same Time an Abstract of such Account wherein the Kists were stated to become due agreeable to the Arrangements made by him and were or were not the same did before the Board on a Minute delivered by the Chief explaining the same and stating the Reasons in Support of it in the Account Current Read of Chahar Mahal and or are not two Kists only due on the Twenty fifth of March and on the 25th of April of that Year Charged as then due from Juggapah and does it or does it not appear by the first Article of Juggapah's Account that He had paid Six Kists for the preceding Year in the Month of August 1786 which never had been before Credited but in the succeeding Year, was or was not such early Payment urged as a Plea by Juggapah for an Indulgence in the like Manner as had been granted to the Zemindars in the new Settlement of their Kists for the first Viz. that the first Year should not Commence till the Month of March

when

when one North only of their Jumma for the Year became
payable and so to continue in equal Payments each Month
till the whole was discharged or what other Plea or Reason
did Juggapah give in Support of his said Account. Did
or did not the Chief in Council at Masulipatam receive a
Letter from the Board of Revenue in Answear to the one
that had Conveyed to them the said Juggapahs Account Current
and was or was not the same dated the 14th Day of May 1787
or what other Date did it bear. Was or was not any
Disapprobation expressed therein of the above stated Settle-
ment to Juggapah for Payment of his Kists. Did you or
did you not understand from the Contents of such Letter
was intended by the Board of Revenue as an Answer to the
Report that had been made to them by the Chief and Council
on Juggapahs Account Current. Declare

28th Interrog. To Mr Scott ——— Have you or have you not examined the Accounts
in the Company's Book of the Payments made to them by
Juggapetty Rauze on Account of his Arrears to the Company
and of his Current Kists for the Years 1786 and 1787. And
have you or have you not Compared the same with the
several Receipts granted by the Defendant as Chief under
his own Signature, if not please to examine the same and
compare it with the Defendants Receipts and Orders to
answer the following Questions, Viz. is not Credit given in
the Revenue Cash Account for the whole Amount of the
Sums

Sums for which the Defendant has granted his Receipt, And
also the Dates and Sums of the particular Payments &
differ do not the Totals of the Credit given and the Receipts
granted by the Chief exactly agree or nearly so and if the
Totals do differ what is the Amount of that Difference
Declare.

29th Interrog. To Mr Dalrymple
To Mr Graham ——— Do you or any of you not Members of the Council
at Masulipatam, and were you or were you not a Member
thereof during the Defendants Chief of Ship, Juggadeo did
not the Defendant consult by you or either and which of you
as Member of Council immediately previous to his Resignation
respecting the Bill of Exchange for 13,283 Pagodas &
Fanams and 77 Cash drawn by Juggapah on Settaramiah
& Sons and did you or did you not know and did or did not by your
Secretary &c. &c. &c. know that a due Sanction of the Board
had been given to the taking of the said Bill on Account of
the Company that such Sanction was necessary and proper
did you or did you not know that the Chief was not
exclusively authorized to take any Bills of Exchange without
the Sanction of this Council. If you ought by your oaths
you not to have maturely considered of the Propriety of
receiving it under these Circumstances. Did you not a
Responsibility of the Transaction, rest with you and
the other Members of the Succeeding Chief and Council
the Bill not having previously received the usual Sanction
of the Board, Declare

30th

30th Interrogt
Mr Scott

Did the Defendant Cedid Hennet either in the Evening before or in the Morning on which the Defendant quitted his Chief Ships inform you that He had a Bill for 40000 Sicca Rupees or thereabouts drawn by Juggapauk in favor of the President and Council which He should deliver in to the Board at the Time He delivered over his Chief Ships and Did He as did Hennet at the same Time inform you that the Money had been received or Credit on Account of the said Bill Did you or did you not disapprove of his taking the same and were or were not the necessary Entries made in the different Accounts kept by your Honour Lodge and the Accounts with the said different Entries and the Bills of Exchange then handed over to the Succeeding Chief and Council upon the Defendants resigning the Chief Ships would or would not the said Bills have probably been produced for the Inspection and Approval of the different Members of Council previous to its being taken if the Same would have admitted of it, Might or might not the Succeeding Chief in Council or any Members thereof have fully informed of the Manner of the Bills being taken if they had chosen to enquire, Did or could not the Zemindars who had actually made Payments to Juggapauk as the Company's Interpreter and Customary Channel of such Payments being made became liable to pay the same over again should the Money be misapplied by Juggapauk, Is it or is it not Customary to grant Receipts on receiving a Bill of Exchange in favor of the

President

President and Council from any of the Zemindars or Renters in the same Manner as if such Payments were made in Cash at what Time were the Bills of Exchange on which the present Suit is brought returned to Masulapatam for Non-Payment, Might or might not the drawers thereof the Sircars who had engaged to supply Resources for their Payment become liable to make good such Payments if the Bills had been returned as soon as they might have been and such Measures have been taken to compel the Payment thereof as the Chief and Council Laden with such Power to make use of, Was it or was it not Customary for the Purchase Money of such Bills of Exchange as were taken by the Chief and Council to be paid immediately on Receiving of such Bills was or was not Juggapauk equally entitled to receive such Purchase Money as much as any other Person from whom any other Bills were purchased and upon his so receiving such purchase Money was He or was He not at full Liberty to dispose thereof in any Manner He thought proper, Did he or did he not make any Difference to the Complainants whether He paid the Money to the Defendant or to any other Person to whom He might be indebted, Declare

32d Interrogt
To the Same

Were there or were there not any Complainants made to you of any Money being paid to Juggapauk and not brought to the Company's Account if so did you or did you not inform the Defendant thereof or take any Steps whatever that he might be informed thereof

To

To all the Witnesses } Last Interrogatory. Do you know of any other Matter or Thing, have you heard or can you testify any Thing respecting the Matters in Question in this Cause that may tend to the Advantage of the Defendant in the Title of these Interrogatories mentioned if you declare the same as you know, have heard or do believe together with the Reasons for such your knowledge or belief as fully and particularly as if you had been thereunto particularly interrogated.

Robt. Kinchant
Robt. Malcolm
Wm. Brown
} Commissioners

L. Walker
J. D. Hall
Attys for the Defendant

Depositions of Witnesses

On the Part of the Defendant } produced, sworn and examined on the fourth Day of March and several other following Days in the Year of our Lord one Thousand Seven Hundred and Ninety at the House of Richd. Kinchant Esqre. Senior Merchant in the Hon.ble Company's Service situated at the Pettah of Masulipatam by Virtue of a Commission issuing out of the Hon.ble the Mayor Court &c as William Oram, Robert Malcolm J. Ferguson, Robt. Kinchant and William Brown or any three of the directed for the Examination of Witnesses in a Cause there depending between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. John Holland James Henry Casamayor and Robt. Mounsell Complainants and Charles Floyer Esqre. Senior Merchant in the said Complainants Service is the Defendant on the Part and Behalf of the Defendants.

We the said Commissioners also the Clerk by us employed for taking and expressing the said Depositions having first taken the Oaths, annexed to the said Commission as thereby required.

William Augustus Dobbyn Mariner in Council and residing at Masulipatam Gentleman aged forty two Years having already been sworn is again produced and examined on Thursday the fourth of March one Thousand Seven Hundred and Ninety in Behalf of the Defendant and deposeth as follows viz.

Imprimis To the 1st Interrogatory this Deponent saith that he has known the Company about three and twenty Years and Mr. Floyer about twelve

Item

To all the Witnesses

Last Interrogatory. Do you know of any other Matter or Thing, have you heard or can you testify any Thing respecting the Matters in Question in this Cause that may tend to the Advantage of the Defendant in the Title of these Interrogatories named if you declare the same as you know, have heard or do believe together with the Reasons for such your knowledge or belief as fully and particularly as if you had been thereunto particularly interrogated.

Robt. Kinchant
Robt. Malcolm
Wm. Brown
Commissioners

P. Walker
J. St. Hall
Attys. for the Defendant

On the Part of the Defendant

Depositions of Witnesses

produced, sworn and examined on the fourth Day of March and several other following Days in the Year of our Lord one Thousand Seven Hundred and Ninety at the House of Richd. Kinchant Esqr. Senior Merchant in the Honble Company's Service situated at the Pettah of Masulipatam by Virtue of a Commission issuing out of the Honble the Mayors Court &c as William Brown, Robert Malcolm J. Ferguson, Robt Kinchant and William Brown or any three of them directed for the Examination of Witnesses in a Cause there depending between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. John Holland James Henry Casamayor and Robt. Mounsell Complainants and Charles Floyer Esqr. Senior Merchant in the said Complainants Service in the Defendant on the Part and Behalf of the Defendants.

We the said Commissioners also the Clerk by us employed for taking and exposing the said Depositions having first taken the Oaths, annexed to the said Commission as thereby required.

William Augustus Dobbyn Mard in Council an Inhabitant at Masulipatam Gentleman aged forty two having already been sworn is again produced and examined on Thursday the fourth of March one Thousand Seven Hundred and Ninety in Behalf of the Defendant and deposeth as follows viz.

Imprimis To the 1st Interrogatory this Deponent saith that He has known the Company about three and twenty Years and Mr. Floyer about twelve

Item

Item to the 25th Interrogatory this Deponent saith that in Consequence of Letters from the Board of Revenue and his Minute that Condraigula Juggarnaethrow alias Viswasa Juggapah was called upon for an Account of his Balance that it is three Years ago and the Deponent cannot recollect consulting the Records, nay on what particular Account he that Sheiwas considerably in Debt to the Complainants that to the best of this Deponents Knowledge the Defendant did deliver in an Account Current between Condraigula Juggarnaethrow alias Viswasa Juggapah and the Complainants and the Deponent had delivered in a Minute prior to Condraigula Juggarnaethrow alias Viswasa Juggapah but Credit and dispersed Circulation and did not in Consequence think it necessary to make any Remarks the Deponent believes the Account Current was transmitted to the Presidency with the Consent of the Council with the Respects to the Arrangements the Deponent dont recollects. The Deponent dont recollect the Chief and Council issued any Orders relative to the Arrangements. To the best of the Deponents Knowledge Condraigula Juggarnaethrow alias Viswasa Juggapah Messrs. Sloss included in the Account Current but not admitted to by the Board of Revenue. The Deponent cannot recollect on the Subject of Condraigula Juggarnaethrow alias Viswasa Juggapahs Arrears.

Item to the 27th Interrogatory this Deponent saith that the first Part of this Interrogatory is answered in the twenty fifth. The Deponent dont recollect on the Subject of the Abstract but believes the Defendant did deliver in a Minute. On the Subject of Indulgence the Deponent dont recollect. With Respect to the Letter from the Board of Revenue the Deponent dont recollect the Date on the Subject of the Letter of Course He cannot answer to the latter Part of this Interrogatory.

Item to the 29th Interrogatory this Deponent saith that He was a Member of Council at Masulipatam during Mr. Floyer's Chief Ship. The Deponent says that Mr. Floyer did deliver the Bill in Question in to Council on the Day immediately previous to his Resignation which the Deponent considered at that Time as Payment of Part Condraigula Juggarnaethrow alias Viswasa Juggapah Balance to The Company and in no other Light any further than that the Deponent was not consulted respecting it. The Deponent conceives a Sanction from the Board was necessary and proper. The Deponent dont know that the Defendant was or was not exclusively authorized to receive Bills without the Sanction of the Council, that the Deponent did consider the Propriety of receiving the said Bills and gave his Approbation as conceiving it to be a part of Payment of Condraigula Juggarnaethrow alias Viswasa Juggapahs Balance as He the Deponent has already stated and in no other Sense whatever and that on Account of Condraigula Juggarnaethrow

He believes certain Orders were sent from the Board of Revenue directing Condraiguela Juggarnaucheow Shewise Juggapah to be more punctual in his Payments to the Order was addressed jointly to the Chief and Council it was the Duty of the Officient Members and the Chief to obey such Orders jointly.—

Item to the 13th Interrogatory this Deponent saith that Condraiguela Juggarnautheow Shewise Juggapah was appointed some Years before by the Chief and Council and approved of by the Government of Fort St. George to act as Interpreter and Dubash to the Complainants and the Deponent saith that he Condraiguela Juggarnautheow Shewise Juggapah was in the Habits of receiving their respective Tributes and Rents from the Complainants Tributaries and Renters

Item to the 14th Interrogatory this Deponent saith that the Zemindars, Renters and Vakeels knew they were entitled to have Receipts from the Chief and accordingly the Chiefs Receipts was sufficient Vouchers for their Payments.

Item to the 15th Interrogatory this Deponent saith being absent at the Time he does not recollect.—

Item to the 16th Interrogatory this Deponent saith it is the Custom of the Chief to make out an Account of Money received or issued out of the Cash Chest and the same is occasionally laid before the Board. The Members have an Authority to examine such Account and to point out any Errors to the Chief and such Account being passed by the Council becomes a joint Act of the officient Members and the Chief and in such Case the Deponent conceives such Act becomes jointly Responsible with the officient Members and Chief. To the latter Part of this Interrogatory the Deponent has already declared.—

Item to the 22d Interrogatory this Deponent saith that without the Reference to the Records He cannot answer to the first Part of this Interrogatory and with Respect to the latter Part He never understood and the Chief and Council were responsible for the Arrears of the Zemindars and Renters and that it was expected by the Complainants that they should be accountable.—

Item to the 24th Interrogatory this Deponent saith that about the Time mentioned He did receive a Letter from the Defendant enclosing one for Condraiguela Juggarnautheow Shewise Juggapah which the Deponent sent to Condraiguela Juggarnautheow Shewise Juggapah by one of his Servants to the above Part of this Interrogatory the Deponent can only say that He had sent the Letter to Condraiguela Juggarnautheow Shewise Juggapah as already mentioned but was Shewise totally unacquainted with the Contents of the said Letter and unacquainted with any Transaction between the Defendant and Condraiguela Juggarnautheow Shewise Juggapah which the said Letter might have reference to the original Letter giving Over to the said Letter from the Defendant to Condraiguela Juggarnautheow Shewise Juggapah is mislaid or he would produce it to the Committee to the best of the Deponents Recollection the Contents of the said

Said Letter to him from the Defendant Contained simply a Request that He would deliver in Person the Letter from the Defendant to Condraiguela Juggarnauthroo Sheroise Juggapah to which it gave Credit And Condraiguela Juggarnauthroo Sheroise Juggapah being at that time dangerously ill the Deponent sent the Letter by one of his Servants as already stated.

Item to the 25th Interrogatory This Deponent saith that He was absent from the Tenth of April to the Twentieth of May one Thousand Seven Hundred and Eighty Seven and cannot call to mind any Part of the Particulars of this Interrogatory.

Item to the 27th Interrogatory This Deponent saith that without a Reference to the Records He cannot answer to the former Part of this Interrogatory and as to the latter being absent from the Settlement at the Time alluded to He is unacquainted with the Circumstances mentioned.

Item to the 29th Interrogatory This Deponent saith He was absent when the Defendant delivered over the Settlement Therefore does not know how the Defendant might have consulted or what He might have said respecting the Bill in Question. The Deponent conceives that a Sanction of the Board for taking such Bills was necessary and proper but He did not know whether the Defendant was or was not exclusively authorized to take Bills without the Sanction of the Officiating Members. To the Latter Part

of this Interrogatory the Deponent saith He was absent when the Bill in Question was brought forward if it had not received the usual Sanction there was no Responsibility.

Item to the last Interrogatory this Deponent saith that He was declared every Thing on the Subject in Question to the best of his Belief and Knowledge.

Sam.l Statham

Robt Malcolm
Robt Kinchant } Commissioners.
Wm Brown

Andrew Scott Secretary to the Chief and Council residing at Masulipatam Gentleman aged thirty seven and upwards having already been sworn, is again produced and examined on Saturday the Sixth of March one Thousand Seven Hundred and Ninety on Behalf of the Defendant and deposeth as followeth.

Imprimis to the 1st Interrogatory this Deponent saith that He knows both Parties for several Years.

Item to the 2d Interrogatory this Deponent saith He is Secretary to the Chief and Council of Masulipatam and has been so for nine Years and upwards, during which Period, the Constitution of the Board of Masulipatam with Respect to the Duties and Seats of the Chief and Council have frequently received according to Circumstances and Orders from Government. The Business of Revenue has sometimes been transacted by the Chief solely and Sometimes by the Chief and Council jointly, but the Receipt of Revenue has at all times been transacted by the Chief solely as the Compts Cash Keeper

Keeper, in which Capacity the Chief Reports the Amounts of Receipts to the Council, in Case of any Mismanagement in collecting such Revenue or in any Misapplication of it after it is collected the Deponent saith that He considers the Chief alone answerable provided such Mismanagement or Misapplication may have arisen in Consequence of any Resolution of the Chief and Council duely recorded, the Deponent saith that He considers in such Case the Chief and Council to be equally answerable notwithstanding the Resolution as above may have been carried into Effect by the Chief alone as the executive Members of the Board.—

Item to the 3d. Interrogatory this Deponent saith that He was Secretary during the Defendants Chief Ships, tho absent at the Presidency at the Time of the Defendants Arrival at Masulipatam: The Deponent does recollect a Minute being given into the Board by the Defendant respecting the Acceptance of Bills of Exchange to be transmitted to the Presidency, tho He cannot at this Distance of Time remember the Date or Day in which the said Minute was delivered further than He believes it to have been in the Months of June July one Thousand Seven Hundred and eighty Six. The Deponent further say that to the Best of this Recollection the Proposition respecting Bills of Exchange contained in the aforesaid Minute did receive the unanimous Approbation of the Board and was afterwards Confirmed by Government. The Deponent is conceived that the Defendant by Virtue of such Minute so approved and Confirmed as above was understood by the Chief and Council acquired greater Authority and consequently greater Responsibility so far as related to Bills of Exchange taken up for Remittances to the Presidency than any of the immediate preceding Chiefs had claimed or possessed. The Deponent likewise saith that He conceives that the Defendant did exercise greater Authority in receiving Bills of Exchange in Consequence of the Powers vested in him as above but that He conceives every preceding Chief to have exercised a similar Authority with the Defendant in collecting Revenues.—

Item to the 4th. Interrogatory this Deponent saith he is acquainted with the Manner in which Bills of Exchange have been received by the Chief and Council in Order to be transmitted to the Presidency the Mode has varied in many Instances according to Circumstances and particularly according as the Persons by whom such Bills have been drawn and also the Persons upon whom such Bills have been drawn, have been known or unknown to the Chief and Members of Council. In all Cases where the Chief seemed to entertain any Doubt of the Drawer or Acceptor of such Bills it has been usual to lay them before the Council otherwise to mention the Matters only in Circulation. The Deponent also says that the Mode pursued respecting Bills of Exchange during the Defendants Chief Ship was much the same as above only that in some Instances within the Deponents Knowledge the Defendant did not only receive but being the Amount of Bills of Exchange to account previous to his giving any Information to the Council which the Deponent believes to be different from what the Conduct of former Chiefs had been.—

Item

To the 5th Interrogatory this Deponent saith that the several Members of Council had been several Years resident at St. Nassau Castle the He cannot recollect the particular Period of the several Appointments & Vacancies they might judge and form Opinions from Records of the Circumstances of some tho' not all the Draws who drew Bills of Exchange upon the Presidency the Deponent recollects in particular that Venkatarannasawze who drew Bills of Exchange on the Presidency during the Defendants Chief Ships was mentioned by different Members of the Board to be a Person unknown to them and of Course conceives that others might or might not have been known to them The Deponent is of Opinion that the Members of Council notwithstanding their longer Residence were not so Compleat to judge of Bills of Exchange received and brought to account by the Defendant Sumsequans, because on recovering such Bills it is natural to suppose He would make inquiry respecting the Debt of the Persons by whom and upon whom such Bills were drawn it having been left solely to the Defendant to judge of the Goodness of such Bills.

To the 6th Interrogatory this Deponent saith he conceives the other Members of Council were at all Times & authorized to offer their Opinion to the Chief respecting Bills of Exchange or any other Matter of public Business but He does not Conceive that the Approbation of the Members of Council was necessary to authorize the Defendant to receive such Bills of Exchange as He might deem good, neither does he conceive that the Objection of Members of Council after such Bills had actually been received and without their former Knowledge brought to account could have altered the Transaction which by such Act in the Opinion of the Deponent was finally closed. The Deponent however conceives that it was as Duty incumbent on every Member of Council who knew or believed a Bill of Exchange received by the Defendant to have been dead or of doubtful Credit to have stated such Opinion to the Chief whether he might or might not have attended to it.

To the 7th Interrogatory this Deponent saith that the Method taken by the Defendant during his Chief Ship respecting Remittances to the Presidency was sometimes to lay the Bills of Exchange before the Council and sometimes not, when the Bills were laid before the Council the Particulars were generally first always specified in the Draft of a Letter intended to enclose them to Government which Draft was then read in Circulation for the Information of each Member of Council, the Receiving such Bills of Exchange the Deponent is of Opinion was the sole Act of the Chief who had been authorized to receive such Bills as He deemed good and the Council by entrusting him therewith seemed to have agreed to transmit whatever Bills the Defendant deemed good the Presidency. The Deponent does not recollect that any Bill was transmitted to the Presidency during the Defendants Chief Ship without the unanimous Consent of all the Members of Council, all the assistant Members of which did

did always or generally sign such Letters as inclosed Bills & transmitted as above.

Item to the 5th Interrogatory this Deponent saith the Chief is the Keeper of the Cash at Masulipatam but Hath not conceive the Chief to be enabled to dispose thereof without the Permission or Approval of the other Members of Council either Specially or generally given, the Custody and Superintendance of the Cash is vested in the Chief solely who Pays Accounts & his Receipts and Disbursements before the Council when the Chief and Council have agreed to take any Bills of Exchange to be transmitted to the Presidency conceives such Agreement to be a sufficient Authority for the Chief to issue such Sum or Sums of Money as may be required for the Purchase thereof, and the Issue of such Money from the Treasury has always been considered as Matter of Course.

Item to the 6th Interrogatory this Deponent saith that he cannot at this Distance of Time recollect what Remittances the Chief and Council of Masulipatam may have made to the Presidency in the Months of July and August one Thousand Seven Hundred and Eighty Six or to what particular Amount Condraiguntla Juggarnaudroo otherwise Juggapah may have drawn Bills of Exchange on his Agent Sittaramiah. The Deponent does generally know that Bills of Exchange were drawn during the Defendants Chief Ships by Condraiguntla Juggarnaudroo otherwise Juggapah on Sittaramiah the same Persons by whom and on whom one of the Bills of Exchange for Fifteen Thousand and another Bill for forty three Thousand

Thousand Pags and upwards for which the Present Suit is brought were drawn. The Deponent does also believe that such Bills of Exchange as had been drawn by Condraiguntla Juggarnaudroo otherwise Juggapah on Sittaramiah previous to the two Bills of Exchange last mentioned were paid or at Part knows nothing to the Contrary.

Item to the 8th Interrogatory this Deponent saith that there was between the Months of June one Thousand Seven Hundred and Eighty Six and April one Thousand Seven Hundred and Eighty Seven several Sums of Money paid out of the Treasury of Masulipatam for the Bills drawn on the Chief and Council by the Government of Fort St George, but to what particular Amount the examinate says from Memory.

Item to the 9th Interrogatory this Deponent saith that Remittances were at different Times made from Masulipatam to the Presidency after the Defendant had ceased his Menab alluded to, but to what Amount he examinate speaks from Memory or at what particular Times such Remittances may have been made, to the best of the Deponents Belief such Remittances were all paid previous to a Bill drawn by Venkatarumanaigen, which was the first Bill returned for Non Payment out of those Bills taken up by the Defendant. To the Remainder of this Interrogatory the Deponent hath already answered He cannot recollect the Times of each Remittance.

Andrew Scott Secretary to the Chief and Council and Residing at Masulipatam Gentleman aged forty four and upwards having already been sworn, is again produced and examined on Monday the eighth of March

Masulipatam as Behalf of the Defendant Dand deposeth as followeth—

In primis to the 12th Interrogatory this Deponent saith he there was an Order received by the Chief and Council of Masulipatam from the President and Council of Fort St. George directing the Defendant and his Council to, one Lack of Pagodas to the Presidency over and in Specie but the Date and further Particulars contained in the Letter that communicated the aforesaid Order, the Deponent cannot now recollect The Deponent is convinced that the State of the Treasury of Masulipatam did not admit of sending the Sum required in Specie at the Time the Order was received. The Deponent understood that the Remittances as afterwards made by Bills of Exchange were in Consequence of the aforesaid Directions of Government. The Letter which Conveyed the Order was in the Manner with every other Letter addressed to the Chief and Council jointly but the Deponent does not conceive that this Circumstance set aside annulled former Orders of Government entrusting the Procuring of Bills of Exchange to the Defendant alone, as the Letter contained no Words to that Effect and it has not been Customary to consider any Order or Resolution of Government annulled unless where it is done in direct Terms, The Deponent also conceives that it was the joint Duty of the Chief and Council to be careful that the Remittances required as above should be made as speedily as possible and that by Neglecting it they would have incurred a joint Responsibility, at the same Time the Deponent thinks that it was the Duty of the Council to instruct the Defendant to procure whatever Bills of Exchange might be required for the said Remittances were formably to the Determination of Government before alluded to—

Item to the 13th Interrogatory this Deponent saith that He does recollect Payments to have been made by Condraigulas Juggarnaickroo Sheroise Juggapah to the Complainants during the Defendants Chief Ship but to what particulars Amount the Deponent does not recollect, tho He is convinced not to the Amount that fell due during that Period neither could this be ascertained from the Records in the Secretary's Office tho it no Doubt may be done from the Amounts kept in the Accountant's Office, to which Office the Deponent did not in any Respects belong during the Defendants Chief Ship—

Item to the 14th Interrogatory this Deponent saith that Orders were sent from the Board of Revenue of Fort St. George to the Chief and Council of Masulipatam directing them to urge Condraigulas Juggarnaickroo Sheroise Juggapah to be more punctual in his Payments, such Orders were addressed to the Chief and Council jointly and it has been usual when such Orders have been received for the Chief alone to make the Demand in the first Instance and in Case of non-Compliance to report it to the Board—

Item to the 15th Interrogatory this Deponent saith that Condraigulas Juggarnaickroo Sheroise Juggapah was Interpreter of the Complainants by an Appointment of the Government of Fort St. George but the Deponent does not conceive that such

such Appointment authorized him to receive the Rents and Revenues of the Complainants this being considered as a special Duty of the Chief. The Deponant however knows that Condaraigula Jeggapah was otherwise Jeggapah was in the Habit of receiving the Complainants Revenues during a Part at least part of the Deponants Chief Ship and He the Deponant conceives was authorized to do so by the Defendant himself.

Item to the 16th Interrogatory this Deponant saith that He does not know whether there was or was not any other Person on whose Account Hencalavansaige drew a Bill of Exchange for fifteen Thousand Pagodas on which the present Suit is brought but of Course the Deponant cannot say whether any such Person may or may not have departed this Life or if it has happened to what it might be the Consequences.

Item to the 17th Interrogatory this Deponant saith that Stevens Secretary at the Time the Defendant resigned the Chief Ship of Masselipatam and is acquainted with the Defendant Delivering into the Council at the Time He delivered over Charge a Bill of Exchange in favor of the President and Council of Fort St. George for a Sum of forty three Thousand Pagodas and upwards at the Time the Defendant delivered the said Bill He also delivered a Cash Account specifying that the Amount of the said Bill had been paid out of the Treasury the Day before that is to say on the Tenth Day of June one Thousand Seven Hundred and Eighty Seven The said Bill was received by the succeeding Acting Chief Mr. Hodges and the Council without any

any Objection being made thereto that the Deponant can now recollect. If the Amount of the said Bill had not been issued from the Treasury or if the Defendant had asked the Opinion of Mr. Hodges and the Council then present whether the said Bill ought or ought not to have been received the Deponant thinks it would have been incumbent on them to have offered such Objections as they might have had to its being received, but the Defendant by having received the Bill and paid the Amount out of the Treasury the Day before did in the Opinion of the Deponant take that Measure entirely upon himself as He was authorized to do by a former Determination of Government. The Council of Masselipatam did soon assemble at the Company's Garden House to receive the Resignation of the Defendant and Mr. Hodges did afterwards assemble a Council at his own House for the Purpose of Circulating the Information usual on such an Occasion and it was then agreed that the Bill of Exchange aforementioned should be remitted to the Presidency by the said Acting Chief and Council without any Objections having been made thereto by the Acting Chief or any Member of Council present. The Deponant conceives that this public and official Act of Receiving and Remitting the said Bill does not do away any Responsibility which the Defendant might have incurred by receiving the said Bill and paying the Amount out of the Treasury the Day before. The Deponant does conceive that Mr. Hodges during the Absence of Mr. Sadleir who

who had then been appointed Chief had actually the same Authority respecting Bills of Exchange and every other Public Treasure that the Defendant possessed previous to his Resignation.—

Item to the 18th Interrogatory this Deponant saith that He does believe that the Seuvears of Masulipatam were averse to drawing Bills of Exchange upon the Presidency at the Batta or Exchange of Ten per Cent. but He cannot mention by Name any Seuvears who may have refused to draw Bills, tho' he understood from the Defendant that on his Application for the above Purpose to some one or more Seuvears they did actually refuse to draw Bills of Exchange on the above Terms.—

Item to the 19th Interrogatory this Deponant saith that He is convinced that the different Tomendars and Renters and their Vakeels perfectly knew that they were intitled to have Receipts granted to them by the Chief for all Sums of Money they paid on Account of their Rists or Rents and the Deponant is also convinced that the same Persons did know it to have been the usual Practice for Chiefs to grant such Receipts upon Application for the same and that no other Voucher but the Chiefs Receipt was deemed a regular and proper Discharge to them for such Payments.—

Item to the 20th Interrogatory this Deponant saith that Juggapelly Pranges Vakeel did declare before the Chief and Council but to what particular Time the Deponant cannot recollect that Condraugula Juggannaubrow otherwise Juggapaul had out of the Sum paid on Account of the said Juggapelly Pranges for the Complainants withheld a certain Sum to the best of the Deponants Recollection about Nine Thousand five Hundred or Nine Thousand Six Hundred Pagodas and the Deponant does also know such Sum of Money said to have been so withheld to be nearly equal to the Difference between the Amount for which Juggapelly Pranges is credited in the Masulipatam Revenue Cash Account and the Amount which the said Juggapelly Pranges alledges he has paid and of which an Account was delivered by his Vakeel Jammanayze Venkiah. The Deponant believes that the Defendant was applied to, to account for this Difference, but not until after he had quitted the Chief Ship but does not conceive that He could have been thereby prevented from tracing the Difference provided He was furnished with the Revenue Cash Account signed by himself.—

Andrew Scott Secretary to the Chief and Council and residing at Masulipatam Gentleman Aged thirty four and upwards having already been sworn is again produced and examined on Behalf of the Defendant on this Day the Sixth March and deposeth as follows viz.—

Imprimis to the 2d Interrogatory this Deponant saith it is Customary at Masulipatam and He believes at the Rest of the Company's Factory's for the Chief to make out a regular Account of all Cash received and issued during the Course of every Month which Account is constantly submitted as at Fort St George to be submitted to the Council after it has been closed

in

in like Manner with all other Accounts. The Deponant does conceives that the Council have a Right and that it is their Duty to examine such Accounts and to point out any Error or Omissions that they may know of and also conceives that such Account being passed by the Council and approved by them Orders of the joint Act of the Chief and Council. The Deponant further conceives that the Chief and Council by such Act become equally responsible for such Entries as they may have thus passed and approved but He does not think that the Council are strictly rendered Responsible for any Omissions or Entries specifying Receipts and Disbursements that may not have been Seen, the Chief being himself for the Correctness of the Cash Account. The Deponant therefore conformably to this Custom makes out an Account of his monthly Receipt and Issues of Cash on Account of the Company, which Account may have been sometimes laid before the Members of the Board assembled in Council and certainly were ready if any Member of Council had called for them and were also as the Deponant believes sometimes sent round in Circulation for the Inspection of the different Members

Item to the 22d Interrogatory this Deponant saith many former Renters of different Parts of the same Districts which Condraigula Juggarnautroo otherwise Juggapah now do have been considerably in Arrear to the Company and some of them He believes were in Arrear than Condraigula Juggarnautroo otherwise Juggapah was during the Defendants Chief Ship for the same Districts. The Deponant can only specify the Names of Sitchimmiroo Punlatoo and Chinta Lapoody Venca-takisnarow who is convinced are more indebted to the Company on Account of the Farms and Havoaly Lands which they formerly rented than Condraigula Juggarnautroo otherwise Juggapah is indebted on Account of the Farms and Havoaly Lands. But the Deponant cannot from Memory exactly specify the Amount of Arrears due from all or either of them this will appear by the Account Kept in the Accountants Office, the said Arrears have not to this Time been paid to the Complainants and the Deponant does not know that the Chiefs or any or either of them under whom such Arrears did arrear have been held responsible for the Payment thereof or any Part thereof but the Deponant cannot know what the Complainants may expect.

Item to the 23d Interrogatory this Deponant saith that He cannot from Memory declare what Sum or Sums of Money Condraigula Juggarnautroo otherwise Juggapah may have paid to the Complainants as Renters of Masulipatam Farms and Chasmahal between the Months of May one Thousand Seven Hundred and Eighty Seven, Matter can He from Memory declare whether the Amount of the Sums that may have been paid by Condraigula Juggarnautroo otherwise Juggapah as above is or is not greater than has been paid during any former Chief Ship by Condraigula Juggarnautroo otherwise Juggapah or any former Renters of the said Districts during the same Space of Time, this will also appear by the public Accounts.

Item

Item to the 25th Interrogatory this Deponant saith that the Defendant died in or about the Months of April or May one Thousand Seven Hundred and Eighty Seven deliver into the Board Council an Account Current signed by Condraigula Juggarnaubrow alias Juggapah between himself and the Company as also another Statement for Account of Condraigula Juggarnaubrow alias Juggapahs Balance in one or both of which the first Kists or Instalment for Chas. Mahal was stated as falling Due in the Months of March and the Record in the Months of April of that Year but so far as the Deponant can recollect no Reasons was assigned by the Defendant for the Alteration which had there been made in the Mode according to which Condraigula Juggarnaubrow alias Juggapah had formerly been debited for the District of Chas Mahal. The Deponant does not recollect any Objection having been made by any Member of the Board then present to the Manner in which Condraigula Juggarnaubrow alias Juggapah had been debited in the Account alluded to. The said Account Current was transmitted to the Board of Revenue, but such Arrangement was not consonable to the new Arrangement that had taken Place with most of the Zumindars. The Chief and Council of Masulipatam or the Accountant at Masulipatam did some time afterwards tho' the Deponant cannot specify the Date, receive a Letter from Mr. Thomas Cockburn Accountant to the Board of Revenue mentioning that there had been a Mistake in the publick Accounts by omitting to Debit

Condraigula

Condraigula Juggarnaubrow alias Juggapah for all the Kists due from him on Account of Chas Mahal and such Letter from Mr. Cockburn was equivalent to an Order from the Board of Revenue who had directed the Chief and Council to afford to whatever the Mr. Cockburn might point out in Respect to Accounts. The Board of Revenue did themselves appoint of the Adjustment made in Consequence of the Receipt of Mr. Cockburns Letter. This Adjustment did not make a Difference in the Balance that appeared to be due on accounting as the Deponant believes to about four or five Kists or to about twelve or fifteen Thousand Pagodas so far as the Deponant can speak from Memory. The Deponant does not believe that Condraigula Juggarnaubrow alias Juggapah was at any Time during the former Part of his Renterships so much in Arrear to the Complainants for the Districts which he rented as he was at the Time the Defendant quitted his Chief Ship in June one Thousand Seven Hundred and Eighty Seven.

Item to the 26th Interrogatory this Deponant said that to the best of his Belief it was the Practice during Mr. Daniels & Chief Ship for Cormanah a Boat in order to have the immediate Charge of the Cash, the Hobblieves under the Authority first of Vencatarayalu and then of Juggapah, the Deponant cannot say what may have been the Practice during Mr. Williams Chief Ship, having been absent at the Presidency during the greatest Part of that Period. The Deponant conceives it to have been the Practice for the Person in the Charge of Cash also to receive Payments from the Zumindars as from Time to Time directed

directed by the Chief. The Deponent does not believe that Vencatavoy also did at any time trust Condraigula Juggarnaickroo alias Sheravise Juggapah with the Charge of the Cash. With Respect to Jezar Puntaloo's Time the Deponent can say nothing, not having come to Masulipatam till after he died.

Item to the 27th Interrogatory this Deponent saith that he hath already annexed to the greatest Part of this Interrogatory as far as his Memory can recollect, except that he believes there might have been a Minute delivered delivered by the Defendant Explanatory of the Account Current signed by Condraigula Juggarnaickroo alias Sheravise Juggapah and the Extract that accompanied it, tho' he cannot from Memory positively affirm that such a Minute was delivered in, neither can the Deponent specify the several Exhibits in Condraigula Juggarnaickroo alias Sheravise Juggapah Account or whether by the first Article it appeared that Condraigula Juggarnaickroo alias Sheravise Juggapah had paid Six Kists for the Preceding Year in the Months of August one Thousand Seven Hundred and Eighty Six tho' to the best of his Belief the Accounts specified that Six Kists on Account of Char Mahal had been paid by Condraigula Juggarnaickroo alias Sheravise Juggapah. The Deponent cannot positively say whether the said Six Kists had never before been collected, but in the preceeding Year tho' he believes that as three of those Six Kists fell due in the Months of January one Thousand Seven Hundred and Eighty five that it may have been usual to receive Payment thereof before the August following. The Deponent does not recollect that the Payment of the Six Kists in Question was

was or was not urged by Condraigula Juggarnaickroo alias Sheravise Juggapah as a Plea for an Indulgence as had been granted to some of the Zemindars in the nine Settlement for their Kists on Account of the first Years nor does the Deponent know that it was agreed with any of the Zemindars that the first Years Kists should not commence till the Months of March, tho' he believes it was agreed that some of them should only be debited for the first Kists of the first Years in the Months of March and so to be debited in equal Kists such of the following Months until the whole Amount of Revenue for the first Year of the nine Settlement had been debited. The Chief and Council of Masulipatam did receive a Letter from the Board of Revenue in Answer to the one that had been wrote to them the said Condraigula Juggarnaickroo alias Sheravise Juggapah's Account Current, the Date of which the Deponent cannot recollect nor does he believe that the Board of Revenue did therein express any Disapprobation of Condraigula Juggarnaickroo alias Sheravise Juggapah having been debited for the two first Kists of Account of Char Mahal in the Months of March or April one Thousand Seven Hundred and Eighty Six. The Deponent cannot recollect the whole Contents of the aforesaid Letter from the Board of Revenue or whether it was a full and Compleate Answer to the Report made to them by the Chief and Council or otherwise.

Andrew Scott Secretary to the Chief and Council and residing at Masulipatam Gentleman an aged thirty four and upwards having already been sworn is again produced and examined on Behalf of the Defendant on Wednesday the

the Tenth of March as deposeth as follows &c.

To prima is to the 23d. Interrogatory this Deponent saith that he did by Orders of the Chief and Council examine the Payments & receipts from Juggapetty range on Account of the Company's Revenue during the Defendants Chief Ship and that Heeded by Order of the present Chief and Council compare the Sums for which Credit had been given in the Cash Accounts signed by the Defendant with the Sums specified on several Receipts and Vouchers produced by Juggapetty range and the Medium of his Vakeel Venkiah which Examination it appeared that the whole Amount of the Sums for which Credit had been given in the Cash Account signed by the Defendant fell Short of the Amount of the Sums for which Receipts had been granted to Juggapetty range including the Sum of five Thousand five Hundred Pagodas for which no other Receipt or Testimony did appear so far as the Deponant can now remember than the Indorsements upon the Back of Bills of Exchange drawn by Juggapetty range or Contravenity Venkatashellum which Bills so indorsed was delivered by the Defendant to Mr. Hodges in Council on the Eleventh of June one Thousand Seven Hundred and Eighty Seven. The Deponant further saith that the Difference which did appear between the Amount of the Sums for which Credit had been given to Juggapetty range in the Cash Account signed by the Defendant and the Amount of the Sums specified in the Receipts produced as above mentioned was Nine Thousand Six Hundred Pagodas and upwards. The Deponant cannot more particularly specify the Sum from Memory.

To the 30th. Interrogatory this Deponant saith that the Defendant did either in the Evening of the Tenth of June one Thousand Seven Hundred and Eighty Seven or in the next Morning inform the Deponant that a Paper which He then held in his Hand was a Bill of Exchange for forty Thousand Pagodas or thereabouts payable to the President and Council of Fort St. George, but the Deponant does not recollect or believe that the Defendant did inform him by whom or upon whom the said Bill had been drawn nor does he recollect that the Defendant did inform him that he would deliver the Bill in Question in the Board at the Time he delivered over his Chief Ship, altho' the Deponant concluded that such was Intention. The Deponant does not recollect nor can he believe that the Defendant informed him whether any Money had or had not been received into or paid out of the Treasury on Account of the above Bill. The Deponant did not approve or disapprove of the Defendant taking the above Bill, neither does he know at what Time the Entries were made in the Cash Account which was done without the Deponants Knowledge, all Cash Accounts being made out in a different Office from the Secretary's. A Cash Account was delivered by the Defendant on the Eleventh of June one Thousand Seven Hundred and Eighty Seven into the Council at the Time he delivered over the Charge of the Chief Ship, by which Cash Account it appeared that the Sum of forty three Thousand Pagodas

and upwards had been paid out of the Treasury to Condraigula Juggarnautrow otherwise Juggapah the preceding Day for a Bill of Exchange drawn by him on his Agent Sitteramaiah payable to the President and Council of Fort St. George. The Deponant does believe that the Bill being received on the tenth of June it would have been sent in its Amount in some other Manner as mentioned to the Members of Council as well as the Names of the Persons by whom and upon whom it had been drawn according to the usual Practice in such Cases, if a Council had not been on the eleventh. But the Deponant cannot believe the same had been want ommentioned to the Members of Council previous to its being taken, because it appeared by the Cash Account abovementioned that the Bill had actually been taken and its Amount paid out of the Treasury on the tenth of June one Thousand Seven Hundred and Eighty Seven, previous to which it might undoubtedly have been sent round if the Defendant had thought proper. The Deponant cannot from his own Knowledge say whether the Presiding Chief and Council or any Member thereof might or might not have been fully informed of the Manner in which the said Bill had been taken. The Deponant does not think that the Inhabitants who had actually made Payments to Condraigula Juggarnautrow otherwise Juggapah as the Company's Interpreter and Customary Channel of such Payments during the Defendants Chief Ship could be justly compelled to pay the same over again whatever might have been the Manner in which the Money so paid had afterwards been appropriated by Condraigula Juggarnautrow otherwise

otherwise Juggapah or others. The Deponants says it has been Customary to grant Receipts on Receiving a Bill of Exchange in favor of the President and Council from any Zemindar or Renter on Account of Arrears due by them in the same Manner as if such Payments were made in Cash. The Bills of Exchange for which the present Suit is brought were returned to Masulipatam in or about the Month of July one Thousand Seven Hundred and Eighty Seven but not taken for Non Payment or Non Acceptance. The Deponant does not exactly remember, altho He believes it was for Non Payment. The Deponant knows that the Drawers of the Bills were called upon for the Amount thereof after the Bills had been returned as above and He also knows that by their Answer as well as Declaration made by Condraigula Juggarnautrow otherwise Juggapah to the Chief and Council either in Writing or verbally or both it appeared that Condraigula Juggarnautrow otherwise Juggapah was himself answerable for the whole Amount of the Bills so returned. The Deponants Recollection in particular is that one Bill for fifteen Thousand Pagodas, said to have been drawn by Venkataramanaze was discovered not to have been drawn by him the his Name was subscribed to it and of Course Venkataramanaze could not be compelled to pay it. The Deponant says it had been Customary for the Purchase Money of Bills of Exchange to be paid immediately after the Chief and Council had agreed to receiving such Bills, but the Deponant thinks that Condraigula Juggarnautrow otherwise Juggapah was not equally entitled to receive the Purchase Money for the Bill in Question because

because he was at that Time considerably indebted to the Company and his Credit very much doubted in the Settlement as appeared by common Report as well as a Letter written by Mr. Dalrymple one of the Members of Council to the Deponant as Secretary expressing Doubts of Condraguela Juggarnaut Row otherwise Juggapah's Solvency which Letter had been shewn to the Defendant and entered upon the Proceedings of Council the Deponant further thinks that it did make a difference to the Complainants whether the Defendant payed the Money to Condraguela Juggarnaut Row otherwise Juggapah or to another Person of better Credit Condraguela Juggarnaut Row otherwise Juggapah's Debt to the Complainants having been increased by the Transaction alluded to in the Sum of forty three Thousand Pagoda's and upwards.

Item to the 33d Interrogatory this Deponant saith that he did hear the Mr. mention in the Manner of Complaint that Mungapelly dec'd Jemindar of Polavaram dec'd Comara Mahapelly row Jemindar of Pellapoor had paid Money the former to Mr. Charles Floyer junr. but how from whether paid it he does not recollect to have heard on Account of their Revenues for which they could obtain no Receipts. The Deponant does not recollect the Time when he first heard that Mungapelly dec'd had paid the Money alluded to. He remembers to have heard it from Calapatapoo Soobaniah a Native Writer in the Secretary's Office. The information with Respect to Comara Mahapellyrow's having paid Money as above was

Communicated to the Deponant on or about the Tenth of June by his Vakeel Ramiah, at which Time the Deponant had likewise heard that Receipts were making out in the Chief's Office for such Sums as Receipts had not been given for before. The Deponant did not inform the Defendant of so what he had heard, first because the Information he received in Respect to Mungapelly row he considered as mere Report and with Respect to the information he received regarding Comara Mahapelly row the Deponant does not believe he saw the Defendant after he received such information he went for the Deponant and informed him of his Removal.

Item to the last Interrogatory this Deponant saith that he hath already answered to the Best of his Knowledge to every Matter and thing relative to the present Suit and he does not know nor can he testify any thing further to the Advantage of the Defendant named in the Title of these Interrogatories.

Andrew Scott

Wm. Brown
Robt. Kinchant
Robt. Malcolm
} Commissioners.

Interrogatories to be administered to such Witnesses as shall be produced, sworn and examined in a Certain Cause now depending and at Issue in the Hon'ble the Mayors Court at Madras plaintiff wherein the united Company of Merchants

of England trading to the East Indies by Major Generals Sir Archibald Campbell Knight of the Bath, John Holland & James Henry Casamajor and Robert Saunsell Esqrs Governor and Council of Fort St. George are Complainants and Charles Sleyer Esqre is Defendant

On the Part and Behalf of the above named Defendant

To all the Witnesses &c. Do you know the Parties Complainants and Defendant in the Title of these Interrogatories named or either and which of them Declare

2d To Charles Nicholas White Esqre ... } Are you or are you not Civil Secretary to the President and Council at Fort St. George, do you or do you not know of two Sets of Bills of Exchange for fifteen Thousand Pagodas each and another for forty three Thousand two Hundred and Eighty three Pagodas, four Mrs fanams and seventy seven Cash being remitted to the President & Chief in Council at Masulipatam during the Chief Ship of the Defendant and whether one and which of them it was or was not drawn by Coleondy Venkataram Ranze and the others and which of them was or was not drawn by Juggopah or Sitaramah or some or what other Person to whom by Name and were or were not the said Bills or any or either and which of them duly accepted by the Persons on whom they were drawn, if You on what Day were they so accepted, were or were not any or what Steps taken and on what Day to inforce the Payment from those who had so

so accepted them were they or were they not protested and how long after the Time they were first tendered for acceptance were they kept before they were returned to Masulipatam declare

3d Interrogatory to
X Benjamin Roebuck
X Wm Balfour
X Thomas Barry and
X John Hunter } Are you or are you not well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange If You in Case the same are refused acceptance and also if not paid when they become due by the Persons on whom they are drawn and who may have accepted them, is it or is it not always Customary to have them protested for Non Acceptance and likewise for Non Payment and to return them to the Persons from whom they have been received, are or are not the Drawers of such Bills of Exchange thereby discharged from any Responsibility thereon and does or does not the Holder of such Bills of Exchange by Reason of his Neglect lose his Recourse on the Remitter thereof, and is or is not this the long established Custom of Merchants in Europe and has it not been by adjudged Cases admitted declare

4th Interrogatory to
Charles Nicholas White
and John Irving } Are you or are you not well acquainted with the Manner in which the Revenues of the Complainants are collected and received at the different Factories, Subordinate to Fort St. George, If You is the Duty of Collecting and Receiving such Revenues placed in the Chief of such Factories alone or is it vested jointly in the Chief and

and Council. If Yea is or is not the Responsibility for any Mismanagement in the Collection of the Revenues also jointly placed in the Chief and Council and not in the Chief alone. If Yea is or is not the Collection of the Revenues from the Districts belonging to Masulipatam placed in the Chief and Council jointly declare.—

5th Interrogatory to Charles Nicholas White Esqre and Arnachellum the Company's Scrutt.

Were there or were there not Sundry Remittances in Bills of Exchange sent from the Chief in Council at Masulipatam to the President in Council at Fort St George to the Amount of Thirty five Thousand Star Pagodas or some other and what Sum of Money in the Months of June or July one Thousand Seven Hundred and Eighty Six, If Yea were or were not such Bills of Exchange all punktually paid If Yea among the Bills of Exchange so punctually paid was there or was there not a Bill of Exchange for Twenty Thousand Pagodas drawn by Juggapah one of Siteramiah, if Yea were or were not the said Juggapah and Siteramiah the same Persons on whom and by whom the above Bills of Exchange for the Amount of which the present Bill has been brought were drawn Declare.—

6th Interrogatories to Charles Nicholas White Esqre

Were you or were you not Civil Secretary to the President in Council at Fort St George in the Month of April one Thousand Seven Hundred and Eighty Six If Yea was not the President in Council in very great Want of Cash and did they or did they not require the Chief and Council at Masulipatam to make them a very large or some and what speedy Remittance Set forth the particular Amount and what speedy Remittance as far as you know or can recollect and in what Shape as they required such Remittances to be made.—

7th Interrogatory To the same.

Do you or do you not know of a Minute having been delivered into the Road at Masulipatam by the Defendant on or about the Thirtieth Day of June one Thousand Seven Hundred and Eighty Six If Yea was or was not the same recorded to the President in Council at Fort St George and did he or did they not approve thereof did the Defendant or did he not require any new Authority Separate and distinct from his Council relating to the taking Bills of Exchange or incur any New Responsibility in Consequence of such Minute declare.—

8th Interrogatory To the same and to Arnachellum the Company's Scrutt.

Were there or were there not Sundry Bills of Exchange remitted by the Chief and Council at Masulipatam to the President in Council at Fort St George in the Month of July or August one Thousand Seven Hundred and Eighty Six to the Amount of Thirty Six Thousand and five Hundred Pagodas or Some and what other Sum If Yea was or was not one of such Bills for the Sum of Ten Thousand Pagodas or some and what other Sum drawn by the same Persons and on the same Person on which two of the Bills of Exchange now Question and were drawn If Yea was or was not such Bill of Exchange punctualy paid on its becoming due

9th Interrogatory
To Robert Woolf Esqre } ... Are you or are you not Sub Accountant
General at the Presidency of Fort St. George & if you do or
do it not appear by the Cash Account of Masulipatam or
by some and what other Record that between the Months of June
one Thousand Seven Hundred and Eighty Six and the first of
April one Thousand Seven Hundred and Eighty Seven there was
paid out of the Treasury of Masulipatam for Bills drawn upon
the Chief and Council there by the Presidency of Fort St. George
upwards of one Hundred and fifty Six Thousand Pagodas or some
at the and what Sum or Sums of Money? Declare—

10th Interrogatory
To Charles Nicholas } ... Was there or was there not any Bills of Exchange
White Esqre — remitted by the Chief and Council at Masulipatam to the President
in Council at Fort St. George except for the Sum of Thirty five
Thousand Pagodas in the Months of June one Thousand Seven
Hundred and Eighty Six and for Thirty Six Thousand five Hundred
Pagodas in the Months of June and July of the same Year
Subsequent to a Minute being delivered into the Board of
Masulipatam by the Defendant respecting remitting Bills to
the Presidency and were they or were they not all punctually
paid and was there or was there not any other Bills remitted
until the Month of April one Thousand Seven Hundred
and Eighty Seven, what was the Occasion of their being a Remittance
of Bills of Exchange at that Time, was it or was it not in
Conseguence of a Peremptory Order from Government to the Chief
in Council at Masulipatam dated the twenty Sixth of
March one Thousand Seven Hundred and Eighty Seven directing
them to send immediately to the Presidency or to some or what
other Place a Sack of Pagodas or some and what other Sum
over land or how otherwise unless they could procure Bills of
Exchange for the whole or Part thereof or some what to that
or the like Purport? If you was or was not such Order directed
to the Chief and Council jointly and to the Chief alone, and was
it or was it not their joint Duty to procure the Bills of Exchange
and consequently if any Responsibility was incurred in the
Exercise of that Duty was it or was it not to be borne by the
Chief and Council jointly and not by the Chief alone. Were
there or were there not Certain Orders sent from the President
in Council at Fort St. George to the Chief and Council at
Masulipatam directing them or how otherwise to urge
Juggapah to be more punctual in his Payments If you were
or were not such Orders addressed to the Chief and Council
jointly and not to the Chief alone and was it or was it
not their Duty to obey such Orders jointly or was it the Duty
of the Chief alone so to do, Declare—

11th Interrogatory
To Charles Nicholas
White Esqre and
Arnachellum the
Company's Servt } Had or had not Juggapah been for several
Years in the Custom of Drawing Bills of Exchange
in favor of Government on the same Persons on whom
the two Bills of Exchange in Question were drawn, If you
had or had not the same been always punctually paid Declare—

12th

12th Interrogatory
William Balfour and
David Haliburton } Look at the Statement of Jaw Account now shewn to you marked No 3. between Juggapah and the Complainants on Account of their Farms herein dated wherein there appears to be due from him to the Complainants the Sum of five Thousand Pagodas and more or less or was and a Similar one transmitted to the Presidency If you was any Part thereof Objected to at the Time it was received Juggapahs Meerasby Allowance for two Years and to what Account Declare

13th Interrogatory
To Thomas Cockburn
Charles Nicholas White
Edward John Holland and
William Balfour } Have or have not many former Renters of the same District which Juggapah rendered been more in Arrears than Juggapah was during the Defendants Chief Ships If you specify the Names of such Renters and the Amount of their Arrears as Near as you can collect or are able to discover from the Records to which you may have access Have such Arrears or have they not been ever paid to the Complainants If not have the Chiefs or any or either of them under whom such Arrears had accrued been held responsible for the Payment thereof or any part thereof and was it or was it not ever expected by the Complainants that they should be answerable for the same Declare

14th Interrogatory
To Thomas Cockburn } Did or did not Juggapah between the Months of May one Thousand Seven Hundred and Eighty Six and one the Months of June one Thousand Seven Hundred and Eighty Seven as Renter of the Masulipatam Farm and the Pharmahal or how otherwise pay to the Complainants Several Sums of Money or amounting together to the Sum of one hundred and twenty Nine Thousand Madras Pagodas or to some other due what Sum of Money If you is or is the Sum of one Hundred and Twenty Nine Thousand Madras Pagodas or such other Sum of Money a much greater Payment than had been made during any former Chief Ships either by Juggapah or any former Renter of the same District during the Spaces of Time or if not specify such Payments & the Amount thereof and how much were the Payments made by Juggapah during the Defendants Chief Ships less the Payments you speak Declare

15th Interrogatory
To Charles Nicholas
White Esqr } Did or did not the President in Council at Fort St George make a Demand upon Juggapah for the Amount of three Bills of Exchange on which the present Suit is brought If you was or was not such Demand made long since the Commencement of the present Suit and when and did or did not Government threaten to Confine him if he did not pay the same or give Security for the Payment thereof or what else was there done respecting the same Declare

16th Interrogatory
To Charles Nicholas
White Esqr } How soon after the Bill of Exchange in

in Question were accepted was Notice thereof sent to the Chief and Council of Masulipatam or to their Secretary is it or is it not usual when Bills of Exchange remitted to Government are not accepted to give Notice thereof to the Persons from whom they have been received, Declare and also particularly what was the Date of the Refusual to accept & as when & over did the Actual Acceptance take Place.

17th Interrogatory To William Balfour } ..... Were you or are you now Secretary to the Board of Revenue If You did you or did you not in the Months of April and May one Thousand Seven Hundred and Eighty Seven or Some other and what Time receive a Letter from the Chief and Council of Masulipatam transmitting Juggapaty's Account Current as Renter in which under the Sanction of the Chief and Council Juggapaty is Charged with the Kists for Charmal in the Manner stated in the Papers now exhibited to you that is to say, with the first Kist or Instalments as falling due in March and the Second in April of that Year, with the Reason for such Alteration. If Yea was or was not any Objection made by any Members either of the Revenue Board or of the Board of Masulipatam thereto and did or did not Juggapaty's Arrears upon that Account or how otherwise appear to be so great as has since been represented by

by the Complainants if may State particularly the Difference between the two Accounts and how such Difference arose.

18th Interrogatory To Thomas Cockburn } Was there or was there not an Account transmitted by the Chief and Council at Masulipatam between the Juggapaty and Complainants in the Months of April or May one Thousand Seven Hundred and Eighty Seven and was there or was there not another Account made out of the Complainants in Consequence of some Subsequent Orders of the Board of Revenue If you be pleased to state what those Orders were whether Verbal or otherwise & together with the Date of such Orders and the difference between the two Accounts and how and in what Manner such Difference arose.

19th Interrogatory William Balfour } ..... Did or did not the Board of Revenue of which you are Secretary send a Letter to the Chief and Council at Masulipatam on or about the fourteenth Day of May one Thousand Seven Hundred and Eighty Seven in Answer to a Letter from them on the Subject of Juggapaty's Account If you Did or did not such Letter contain any Disapprobation thereof Declare.

20th Interrogatory Thomas Cockburn } ..... Have you or have you not examined the Accounts in the Company's Book of the Payments made to them by Juggapelly Ranze on Account of his Arrears to the Company and of his Current Kists for the Years one Thousand

Thousand Seven Hundred and Eighty Six and one Thousand
Seven Hundred and Eighty Seven, and have you or have you
not Compared the same with the several Receipts granted by
the Defendant as Chief under his own Signature, if not
please to examine the same and compare it with the Defendants
Receipts in Order to answer the following Questions— Viz. Is it
not Credit given in the Severall Cash Accounts for the whole
Amount of the Sums for which the Defendant has granted
his own Receipts and all the Dates and Sums of the Particu-
culars Payments differ do not the Totals of the Credit given
and the Receipts granted exactly agree or nearly so and if the
Totals do differ what is the Amount of that Difference
Declare.

Dft. Interrogatorys
To the Same } Did or did not Mr. Floyer take Charge
of the Chief Ships of Masulipatam about the Beginning
of May one Thousand Seven Hundred and Eighty Six what
was the Amount of the Collections made for the first twelve
Months of his Chief Ships Stay is to say from the first
May one Thousand Seven Hundred and Eighty Six, to the
first May one Thousand Seven Hundred and Eighty
Seven, was that Sum or was it not a large Sum from
those ever Collected by any of the Defendants Predecessors
in the Chief Ships of Masulipatam and how much more
and did it or did it not Considerably exceed the Average Amount
of

Collections for the ten preceding Years and what may have
been the Amount of such Excess.

To all the Witness . . . . Do you know of any other Matter,
Cause or Things or have you heard or can you say for the
any Thing touching the Matters in Question in this
Cause that may tend to the Benefit and Advantage of the
Defendant in this Cause and in the Title of these Interrogatories
named If you declare the same as you know, have heard or
do believe together with your Reasons for such your
Belief as fully and effectually as if you had been thereto
particularly interrogated

J. Walker
J. Stewart Hall
Atty.s for Defendant

Blank.

Dit.

Dr

Juggunnah Row

Chakaj Makalle

1786.

August 31st To 6 Kists for Chazulla 1195. due this Day but no Kists had never been before Collected but in the Succeeding Year as forming 1/3 of the Revenue of that Year from any of the Zemindars or Renters of Zemindaries ..... 16423..

September 25. To 2 Kists of the present Year due on the 25th March and 25th April 1787. on the undermentioned Revenue divided into 9 Kists ..... 6442..

1/3 Part of 3096. 20. 20. being the Balance due on the Increase of 12½ Per Cent on 25th September ..... 1032. 6. 6.

Current Revenue .. 27815. 2. 20.

28845. 9 Pay.

in 9 Kists 3205. 1. each Kist

To Charity Allowance for this present Year for Chazulla 1196 ..... 514. 18..

To Annual Sum for the Payment of the Offensive Creditors since ordered to be deposited in the Company's Treasury .. 8000. 3106. 20..

Masulipatam

To 3 Kists on the following Dates Viz.t

1786 Sept.r 25th first Kist ..... 2675..

Dito 25th Second Dito ..... 2625..

1787 March 25th third Dito ..... 2625.. 7875..

Vellapillie

To Kists due on the following Dates Viz.t

1786 September 30th first Kist ..... 1666. 24..

1787 January 1st Second Dito ..... 1666. 24.. 3333. 12..

Nursapollie

To 3 Kists on the following Dates Viz.t

1786 October 1st Second Kist ..... 227. 18..

1787 January 1st Third Dito ..... 227. 18..

April 1st Fourth Dito ..... 227. 18.. 682. 18..

Pagodas ..... 13832. 14..

Cr

on Account of his Farms

1786.

August 31st By Balance of 6 Kists paid this Day in full instead of Paying the same in three equal annual Payments for 3 Years as Settled with the Zemindars ..... 16423..

Masulipatam

1787.

March 9th By the Amount received this Day 12772. 68

Dito By Dito ..... Dito ..... 5000..

17th By Dito ..... Dito 11700. 29½ 13978. 21. 6½

By Annual Moorasy in lieu of the Moorasy for September 85 and September 86 ..... 20000..

April 3d By the Amounts of the following Bills Viz.t

one by Cotaventa Venkatalu Pallum upon the Pallacopoody Sawdapah in favor of the President and Council for ..... 15000..

One by Madara Dasson Samiah Dasson in favor of Dito Dito for ..... 5000..

One by Dito in favor of the Chief and Council payable in 30 Days dated 27th April for 3000..

One by Gudi Venkatasam Ramkauze on Cauvendanny Venkatapah in favor of Dito .... 10000..

One by Gudi Dasson in favor of the Chief and Council payable in 30 Days from 2d May for 10000..

One by Cgah Bagaram in favor of Dito payable in 21 Days from 2d April for ..... 5000..

One by Nadenuny Ramanjew Boyder Gomastah for Mumtaz Dagadah Venkatarandoo in favor of Dito payable in 10 Days from 30th April for 2000 ..... 52000..

By the Amount paid into the Cash ..... 6372..

1038832. 14..

By Balance to this Day ..... 5000..

Masulipatam
30th April 87

Errors Chy
Signed E. Walker for Cattey for Dispute
July 2nd E. Spence

E. C. P. Condragunta and Anc.

Pagodas 13832. 14..

Exhibit

Exhibit in the Cause

Major General Sir Archibald Campbell
K. B. John Holland, James Henry, Casa-
mayor and Robert Mounsel

vers

Charles Sloyer

Exhibit No 3.

J. Walker
J. Lewis Hall

ally for Defendants

This Exhibit No 3. was shewn to William Balfour and David Haliburton Esqrs at the respective Times of their Examination before me on the Part of the Defendant in a Certain Cause now depending in the Hon'ble the Mayors Court at Madras pleadings wherein the said Major General Sir Archibald Campbell K. B. John Holland James Henry, Casamayor and Robert Mounsell are Complainants and Charles Sloyer is Defendant, was on the 18th June and 21 July Anno Domini 1790.

Joseph Shawe

Extr

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland, James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St. George Complainants and Charles Sloyer Esqr Defendant On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.

Charles Nicholas White Esqr Civil Secretary to the Honble Company on the Madras Establishment aged Thirty three Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant, was on the Ninth Day of July one Thousand Seven Hundred and Ninety, Signified at the Office of Mr Henry DuPuy who is Attorney for the Complainants by Casamayor Servant who also left them a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archibald Campbell K. B. in this Cause and that he hath so known him since his Arrival in one Thousand Seven Hundred and Eighty Six and that he doth know the Complainant Mr John Holland in this Cause and that he hath so known him about

about Tow or twelve Years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about Twelve or fourteen Years and that he doth know the Complainant Mr. Robert Mounsel in this Cause and that he hath so known him about Some Years and that he doth know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him many Years and more he saith not to this first Interrogatory

2d ..... To the Second Interrogatory this Deponent saith that he is Civil Secretary to the President in Council at Fort St. George and further saith that he doth know of two Bills of Exchange for fifteen Thousand Pagodas each and an other for forty three Thousand two Hundred and Seventy three Pagodas four fanams and Seventy Seven Cash being remitted to the Presidency from the Chief and Council at Masulipatam during the Chief Ships of the Defendant and that the one for fifteen Thousand Madras Pagodas was drawn by Juggapah in the Name of Eddindy Vencatarumah Rauze and dated in May one Thousand Seven Hundred and Eighty Seven was sent back to Masulipatam for Non Acceptance and returned to the Presidency on some Arrangement taking Place at Masulipatam for the Payment, it was afterwards accepted at this Place Madras by Venkapah Eattne Part of it paid to this Day the other Bill drawn by Juggapah on Sillaramiah for the Sum of fifteen Thousand Pagodas dated the eighteenth May one Thousand Seven Hundred and Eighty Seven was accepted on the eighteenth of June. Application was repeatedly made to the Persons on whom the Bills were drawn for Payment when they became due but they answered that they had no Funds for the Purpose. These three Bills were not protested as it had not been usual for the Company to protest similiar Bills. The Bills were returned to Masulipatam, with a Letter to the Chief and Council, dated the Seventh July one Thousand Seven Hundred and Eighty Seven, and more he saith not to this Second Interrogatory.

4th ..... To the fourth Interrogatory this Deponent saith that he is acquainted with the Manner, in which the Revenues of the Complainants are collected and received at the different Factories subordinate to Fort St. George and for this saith that it appears to him the Duty of Collecting and receiving the Revenues is vested with the Chief jointly with the Council but conceives that a greater Degree of Responsibility is supposed attached to the Station of Chief than in any other Individual Member. The Chief is Cash Keeper and it has been usual for him to have the executive Duty in negociating with the Zemindars and in collecting the Revenues from them and the Renters and more he saith not to this fourth Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith that a Bill was sent hither by the Chief and Council of Masulipatam dated twenty Sixth June one Thousand Seven

Seven Hundred and Eighty Six and received the third July following for Twenty Thousand Madras Pagodas drawn by Juggapah on his Agent Sittaramiah payable at fifteen Days Sight, It appears by the Company's Bill Book that the Amount was paid by the twenty eighth of the same Month (July) and the Bill for ten Thousand Pagodas drawn by Juggapah on Sittaramiah dated the third August one Thousand Seven Hundred and Eighty Six at twenty five Days Sight, was sent by the Chief and Council at Masulipatam. This Bill was received and accepted the twenty Second August and the Amount paid by the twenty Second September following. This Deponent saith that he believes that the said Juggapah and Sittaramiah were the same Persons as are mentioned in the fourth Interrogatory, and more he saith not to this fifth Interrogatory.—

6th ..... To the Sixth Interrogatory this Deponent saith that he was Chief Secretary to the President in Council at Fort St. George in the Month of April one Thousand Seven Hundred and Eighty Six and further saith that on the fourteenth March one Thousand Seven Hundred and Eighty Six the Chief and Council of Masulipatam Mr. Williams then Chief were ordered to send fifty Thousand Pagodas under an escort to the Presidency and on the twenty fifth of the same Month the Chief and Council of Masulipatam were informed that the Snow Ranger was to call there and that they were to put

put on Board her all the Treasure belonging to the Company at that Settlement the Orders of Government were repeated under Date the first of April following, to send all the Money they could collect by the Ranger and they accordingly dispatched her, Twenty five Thousand Madras Pagodas and Arcot Rupees Thirty Thousand, which Sums were received into the Treasury here, on the eighth of May one Thousand Seven Hundred and Eighty Six, and more he saith not to this Sixth Interrogatory.—

7th ..... To the Seventh Interrogatory this Deponent saith that he doth not recollect to have seen Mr. Rogers Minute delivered into the Board at Masulipatam on or about the thirtieth Day of June one Thousand Seven Hundred and Eighty Six but in a Letter dated the tenth July one Thousand Seven Hundred and Eighty Six, it is mentioned, that the Chief had observed to the Council his Conviction of this Government having Occasion for all the Supplies of Money which could possibly be remitted from thence—proposing at the same Time to defer Payment of Certain Arrears due in that District and the Chief and Council remarked, that in Consequence of this Recommendation from their Chief, by the Chief was authorized to receive such Bills, Jewels &c. from him as he might judge good and to as great an Amount as he might think their Treasury would admit of being transmitted to the Presidency and more he saith not to this Seventh Interrogatory.—

8th ..... To the Eighth Interrogatory this Deponent saith that besides the two Bills already mentioned, the one for ten Thousand Pagodas

Pagodas and the other for Twenty Thousand drawn by Juggapah on Sittaramiah, there were other Bills transmitted to the Presidency in the Months of June, July and August one Thousand Seven Hundred and Eighty Six to the Amount of Fifty Thousand Pagodas which were not drawn in the Name of Juggapah and that these Bills were all paid and more he saith not to this eighth Interrogatory.—

10th ..... To the Tenth Interrogatory this Deponent saith that he hath fully replied to the Circumstances of the Bills transmitted from Masulipatam by his Answers to the eighth Interrogatory but says that Some Difference may appear from the Bills being drawn Generally in Madras Pagodas this Deponent saith that it doth not appear from the first of September one Thousand Seven Hundred and Eighty Six to April one Thousand Seven Hundred and Eighty Seven that any Bills were received from Masulipatam in favor of the President and Council and further saith that a Letter was addressed to the Chief and Council of Masulipatam observing that it appear from their Respond of Probable Receipts of Disbursements that they would have upwards of one Lack of Pagodas in their Treasury at the End of the said Month of March and ordering them to said one Lack of Pagodas over Sand unless they could procure Bills of Exchange in favor of the President and Council in Part or for the Amount. This Deponent saith that the Execution of those Orders appeares to this Deponent to involve the Council in a Responsibility as well as the Chief and further saith that Orders were sent from the Presidency addressed to the Chief and Council, respecting Juggapahs Payments which were as usual addressed to the Chief and Council and not to the Chief alone. This Deponent saith that it was Certainly the Duty of every Member of the Board to endeavour to inforce the Orders of Government as far as might be consistent with Propriety and the publick Interest and more he saith not to this tenth Interrogatory.—

11th ..... To the Eleventh Interrogatory this Deponent saith that he believes that Juggapah had for some Time been in the Custom of drawing Bills of Exchange in favour of Government on his Agent Sittaramiah and this Deponent believes on no other Agent of the Name of Sittaramiah, which Bills were paid as punctually as other Bills and more he saith not to this Eleventh Interrogatory.—

13th ..... To the Thirteenth Interrogatory this Deponent saith that former Renters of the said Districts which Juggapah rented have been more in Arrears than Juggapah was during the Defendants Chief Ship and further saith that he this Deponent has understood that Lutchimanarsoo Pundah and Vencatah Kistnah Row, are more in Arrears than Juggapah, if the Amount of the Sums for which a Suit is instituted against Mr. Sloyer be not considered as a Balance of Rent from Juggapah for those Farms. This Deponent saith that such Arrears remain unliquidated and he doth not know that the Complainants have

Considered

Between the united Company of
Merchants of England trading to the
East Indies by Major General Sir
Archibald Campbell Knight of the Bath
John Holland James Henry Casamayor
and Robert Mowbell Esqrs Governor and
Council of Fort St George Complainants
and Charles Floyer Esqr Defendant
On the Part of the Defendant

Major's Court at Madraspatnam

Depositions of Witnesses taken in this Cause by and before the
Court in this Court as followeth

Mr Benjn Roebuck Civil Servant in the Honble
Company being produced as a Witness in this Cause on the Part of the
Defendant was on the twenty Second Day of May one Thousand
Seven Hundred and Ninety, sworn at the Office of Mr Hoop
Duffey who is Attorney for the Complainants by Casamayor Servant
who also left him a Note of the Name, Title and Place of Abode of
the said Deponent and afterwards on the same Day, being sworn and examined
Deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that
he doth know the Complainant Major General Sir
Archibald Campbell K.B. in this Cause and that he hath so
known him since his Arrival at this Settlement in one Thousand
Seven Hundred and Eighty Six and that he doth know the Complain-
ant Mr John Holland in this Cause and that he hath so
and that he doth know the
known him about Thirteen Years and that he doth know the
Complainants

considered or do consider the Chiefs for Time as responsible for
the Payment thereof and more he saith not to this Thirteenth
Interrogatory

15th ..... To the fifteenth Interrogatory this Deponent saith
he doth not recollect if any Specific demand was made
by the President in Council at Fort St George on the
Juggapauk for the Amount of these Bills of Exchange on
which the present Suit is brought and further saith that
the Payment of Juggapauk's Balance has been demanded
long since the Commencement of the present Suit, and the
Juggapauk has been required for to give Security that he
would not quit Madras without Permission of Govt
but to this Time no such Security or the Payment of his
Balance has been given and more he saith not to this fifteenth
Interrogatory

16th ..... To the Sixteenth Interrogatory this Deponent saith
that the Particulars of the Bills with Regard to dates and
their Return to Masulipatam for Non Acceptance and
Non Payment are replied to by the third Interrogatory
and further saith that the Chief and Council were on
returning the said three Bills desired to give Notice to the Persons
from whence the Bills were received at Masulipatam with Respect
to the Delay in Acceptance and non Payment and to give
a full Explanation on the Subject and having tendered such
Bills and more he saith not to this or to the last Interrogatory

Joseph Shawe
Ens

Chs N. White

Complainant Mr. James Henry Casamayor in this
Cause and that he hath so Known him about Thirteen Years
and that he doth Know the Complainant Mr. Robert
Maxwell in this Cause and that he hath so Known him
many Years and that he doth Know the Defendant Mr.
Charles Floyer in this Cause and that he hath so Known
him Since the one Thousand Seven Hundred and Seventy
Seven and more he saith not to this first Interrogatory

To the Third Interrogatory this Deponent saith that
he is well acquainted with the Usage and Practice of
Merchants relative to Bills of Exchanges and further
saith that in Case the same are rejected Acceptance and also
if not paid when they become due by the Persons on whom
they are drawn and who may have accepted them that it
is always Customary to have them protested for Non-
Acceptance and likewise for Non-Payment and to have
them returned to the Persons from whom they have been
received. This Deponent saith that in Case such Bills of
Exchange are not protested and returned immediately to
the Persons from whom they have been received that it has
ever been considered as the Law established amongst
Merchants and Trading People that the Drawers of
such Bills of Exchange are thereby discharged from
any Responsibility thereon and further saith that the
Holder of such Bills of Exchange by Reason of his
Neglect does lose his Recourse on the Remitter thereof.

This Deponent saith that this is the Long established
Custom of Merchants in Europe and believes he hath seen
some adjudged Cases. The Particulars of which at this
Distance of Time do not immediately occur to him
and more he saith not to this or to the last Interrogatory.

B. Kilbuck.

Joseph Shawe
Ext.

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Maxwell Esqrs. Governor and Council of Fort St. George Complainants and Charles Floyer Esqr. Defendant.

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth.

Mr. William Balfour a Senior Merchant in the Service of the Honble Company East India aged Thirty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Twenty first Day of July One Thousand Seven Hundred and Ninety Signified at the Office of Mr. Henry Dudley who is Attorney

Attorney for the Complainants by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Defendant and afterwards on the same Day being Sworn and examined deposeth as follows.—

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainants Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about three Years and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him about two Years and half and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about Ten Years and that he doth know the Complainant Mr. Robert Mowatt in this Cause and that he hath so known him about Two years and that he doth know the Defendant Mr. Charles Sloyer in this Cause and that he hath so known him about four or five Years and more he saith not to this first Interrogatory.

2d ..... To the third Interrogatory this Deponent saith that he is well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange and says that in Case the same are refused Acceptance and also if not paid when they become due by the Persons on whom they are drawn and who may have accepted them, that it is always Customary to have them protested for Non Acceptance and Re-exchange for Non Payment and to send them to the Persons from whom they have been received. This Deponent saith that in Case such Bills of Exchange are not protested and returned immediately to the Persons from whom they have been received, that the Drawers of such Bills of Exchange are thereby discharged from any Responsibility thereon and further saith that the Holder of such Bills of Exchange by Reason of this Neglect doth lose his Recourse on the Remitter thereof and that this is the long established Custom of Merchants in Europe but this Deponent doth not recollect if it has been by the Adjiego Cases admitted and more he saith not to this third Interrogatory.—

12th ..... To the Twelfth Interrogatory this Deponent shath looked at the Statement of an Account now shewn to him marked N.B. between the Juggapahe and the Complainants on Account of the Farms he rented, wherein there appears to be due from whom to the Complainants the Sum of Five Thousand Pagodas and no more and says that he cannot at this Distance of Time charge his Memory if a similiar One was transmitted to the Presidency, but recollects that an Account Current was sent, but he thereof composed of the same Items cannot possibly venture to affirm, and further says that he doth not recollect if any Part thereof was objected to at the Time it was received except

except Juggapaul's Mocrasby Allowance for two Years, which was pointedly objected by the Revenue Board, which Article composed the Sum of Twenty Thousand Pagodas and more he saith not to this twelfth Interrogatory.

13th ..... To the Thirteenth Interrogatory this Deponent saith that former Renters of the same Districts which Juggapaul rented, have been considerably in Arrears but whether more largely than Juggapaul, this Deponent cannot Charge his Memory and further saith, that Sitchamma Nayoo Pundaloo stands considerably in Arrears to the Company but the Names of other Renters do not immediately occur to this Deponent. This Deponent saith that such Arrears have as far as ever been paid to the Complainants and further saith that the Chiefs under whom such Arrears have accrued, have never been considered as responsible for the Payment thereof or any Part thereof. This Deponent saith that he conceives it was never expected by the Complainants that they Chiefs should be answerable for the same. In the Instance however of Mr. Sloyer this Deponent recollects, that an Order was sent to him not to permit any Remainders or Renters to collect Kists in Arrears, and more he saith not to this Thirteenth Interrogatory.

14th ..... To the Seventeenth Interrogatory this Deponent saith that he is Secretary to the Board of Revenue and further saith, he did in the Months of April and May One Thousand Seven Hundred and eighty Seven receive a Letter from the Chief and Council at Masulipatam transmitting Juggapaul's Account Current as Renter, in which under the Sanction of the Chief and Council at Juggapaul is charged with the Kists for Chennal in the Manner stated in the Paper now subjected to him, that is to say with the first Kist or Instalments as falling due in March, and the Second in April of that Year; this Deponent saith, that at that Time no Notice was taken of the Mode of Debiting for the Kists, nor did any Decision take Place on that Subject, until the Month of July one Thousand Seven Hundred and eighty Seven on the Receipts of Accounts from the Chief and Council after Mr. Sadlers Succession to the Chief Ship, when it appeared that the Kists for Chennal were debited in a different Manner from that stated in the Accounts formerly transmitted during Mr. Sloyer's Administration and further saith that not any Objection was made by any of the Members of the Revenue Board, nor does he know that any Objection was made by the Board of Masulipatam. This Deponent saith that Juggapaul's so stated Balance according to the Account now produced appears to be only five Thousand Pagodas but the Balances for which Juggapaul now stands debited in the Books, amounts to a very considerable Sum, But this Deponent not having before him the Accounts as stated by

and

by the Complainants he cannot at this Time say in what Manner the Difference arose. One Article in the Accounts now produced to him this Defendant undertakes to explain, that Juggapaky in his Account dated the Thirtieth April one Thousand Seven Hundred and eighty Seven takes Credit for a Sum of Twenty Thousand Pagodas for two Years Mamassey, which Article was not admitted by the Revenue Board. The Bills on Madras stated to his Credit having been sent immediately to Government and not through the Channel of the Revenue Board, he cannot say positively what their Fate was, but this Defendant has heard that they were not paid, and more he saith not to this Seventeenth Interrogatory.

19th. To the Nineteenth Interrogatory this Defendant saith that the Board of Revenue of which he is Secretary did send a Letter to the Chief and Council at Masulipatam on or about the fourteenth Day of May one Thousand Seven Hundred and Eighty Seven, in Answer to a Letter from them on the Subject of Juggapakys Accounts and further saith that this Letter they referred the Chief and Council to a Letter written to them in July one Thousand Seven Hundred and Eighty Six, on the Subject of Masulipatam Balances, in which they took Notice of former Failures and that Settlement, as Examples of Caution by which it was to be hoped all improper Indulgence to Dominders and Renters should be prevented, to which Cause the Board attributed the Accumulation of so large a Debt as now stands upon the Masulipatam Books after this Administration the Board expressed their Disapprobation of Juggapaky being allowed to run so much in Arrear and the Indulgence and forbearance extended to him, the Board likewise expressed their Astonishment at Juggapaky being allowed to bring forward and to Credit in his Accounts for two Years Mamassey Allowance, amounting to Twenty Thousand Pagodas, after his Claim to that Allowance having been determined to be groundless which Resolution was communicated to the Chief and Council in December one Thousand Seven Hundred and Eighty Six, and more he saith not to this or to the last Interrogatory.

Wm. Balfour

Joseph Shawe Esqr.

Sworn before the Mayors Court at Madraspatanam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Floyer Esqre. Defendant

on

On the Part of the Defendants

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth.

Mr. Thomas Parry Merchant of Fort St. George aged Twenty two Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the Twenty sixth Day of May one Thousand Seven Hundred and Ninety, signified at the Office of Mr. Henry Dietay who is Attorney for the Complainants by Casamajor my Servant who also left him a Note of the Name, Title and Places of Abode of the said Deponent and afterwards on the same Day being sworne and examined, deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth Know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about Six Months and that he doth Know the Complainant Mr. John Holland in this Cause and that he hath so known him about eighteen Months and that he doth Know the Complainant Mr. James Henry Casamajor in this Cause and that he hath so known him about one Year and that he doth Know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about Six Months and that he hath but a Slight Knowledge of the Defendant Mr. Charles Floyer in this Cause and more he saith not to this first Interrogatory.

2d ..... To the third Interrogatory this Deponent saith that he is well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange and says that when Bills of Exchange are refused Acceptance, it is, if they are drawn payable after Sight absolutely necessary to note them for Non Acceptance in Order to Ascertain the Time of Payment and to give Notice thereof to the Remitter, but not always to protest them for Non Acceptance, unless the Remitter lives at a Considerable Distance from the Place on which the Bills are drawn and in that Case it will afford the Persons interested an Opportunity of obtaining better Security from the Drawers, in the Event of the Bills not being honoured when they become due. When a Bill of Exchange becomes due, it is the Custom of Merchants in London to protest them for Non Payment immediately if an inland Bill, it is returned to the Remitter on or before the third Post Night after it is refused Payment, if the Person who holds the Bill, does not return it in that Time and at makes it his own and can have no Recourse on the Endorser if a Bill drawn from a foreign Country to which there is no regular Conveyance, it is incumbent on the Holder to forward it with the Protest for Non Payment by the first Opportunity to the Persons from whom he received it, otherwise he becomes answerable to the Remitter if a third Person and must have Recourse to the Drawer who is at all Times answerable for his Drafts, even if the Necessary Forms have not been complied with and

more

more he saith Nothing to this or to the last Interrogatory

Joseph Shaw

Thos. Parry

Exrs

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St. George Complainants and Charles Floyer Esqr Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Mr. John Hunter Cashier of the Carnatick Branch aged Twenty five Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Twenty Seventh Day of May one Thousand Seven Hundred and Ninety, sworn at the Office of Mr. Henry Duncan who is Attorney for the Complainants by Casamajor my Servant who also read shewn Note of the Name, Title and Place of Abode of the said Deponent and

and afterwards on the same Day being sworn and examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Major General Sir Archibald Campbell K. B. in this Cause and that he hath so known him about eighteen Months and that he doth Know the Complainant Mr. John Holland in this Cause and that he hath so known him about one Year and that he doth Know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about one Year and that he doth Know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about one Year and that he doth Know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him about one Year and more he saith as to this first Interrogatory

3d ..... To the third Interrogatory this Deponent saith that he is well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange, and says, that in Case the same are accepted Acceptance, and also if not paid when they became due by the Persons on whom they are drawn and who may have accepted their that it is always Customary to have them noted if not protested for Non Acceptance but always protested for Non Payment and Intimation given to the Persons from or from whom they have been received this Deponent saith that in Case such Bills

of

he is well acquainted with the Manner in which the Revenues of these Complainants are collected and received at the Different Factories, Subordinate to Fort St. George and further saith that the Duty of Collecting and receiving such Revenues, where there is a Chief Ship, is vested in the Chief and Council, but this Deponent considers the Chief as the Efficient Member to be in Charge of Cash to report all Receipts to the Chief and Council and to make Issues under their Sanction. This Deponent saith, that as the Power of Managing and Collecting the Revenues, is vested in the Chief and Council, they are Collectively answerable for any Mismanagement, but should a Chief take upon himself to do an Act or Exercise any undue Authority, without the Sanction of his Council, it follows that he must be considered responsible. The Collection of Revenues from the Districts belonging to Masulipatam, is placed in the Chief and Council jointly and more he saith not to this fourth Interrogatory.

To the last Interrogatory this Deponent saith that he hath answered the several Interrogatories put to him in the fullest Manner possible, and more he saith not to this last Interrogatory.

Joseph Shaw
John Turing

Mayors Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Floyer Esqr. Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.

Arnachellum, the Hobble Company's Shroff at Madras aged Thirty eight Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the Second Day of June one Thousand Seven Hundred and Ninety, signified at the Office of Mr. Henry Du Pury who is Attorney for the Complainants by Cassamah my Servant who also left him a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards on the same Day being sworne and examined, deposeth as follows viz.

To the first Interrogatory this Deponent saith, that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about three Years and that he doth know the Complainant Mr. John Holland in this Cause, and that he hath so known him about two Years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about three Years and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about four Years and that he doth know the Defendant Mr. Charles

Charles Floyer in this Cause and that he hath so known him about three Years and more he saith not to this first Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith, That there were sundry Remittances in Bills of Exchange sent from the Chief and Council at Masulipatam to the President in Council at Fort St. George to the Amount of Thirty three Thousand Star Pagodas in the Months of June or July one Thousand Seven Hundred and eighty Six and further saith that only a Part of such Bills were punctually paid, this Deponent saith that among the Bills of Exchange aforementioned a Bill of Exchange for Twenty Thousand Pagodas was drawn by Juggapah on Sitteramiah, and further saith that the said Juggapah and Sitteramiah were the same Persons on whom and by whom the two Bills of Exchange for the Amount of which the present Suit has been brought were drawn and more he saith not to this fifth Interrogatory.

8th ..... To the Eighth Interrogatory this Deponent saith that there were sundry Bills of Exchange remitted by the Chief and Council at Masulipatam to the President in Council at Fort St. George in the Months of July or August one Thousand Seven Hundred and Eighty Six, to the Amount of Thirty Six Thousand and five Hundred Pagodas and further saith that one of such Bills for the Sum of Ten Thousand Pagodas was drawn by the same Person and on the same Person on which two of the Bills of Exchange now in Question were drawn this Deponent saith that such Bill of Exchange was not paid on the becoming due, and more he saith not to this eighth Interrogatory.

11th ..... To the Eleventh Interrogatory this Deponent saith, that Juggapah had been for several Years in the Custom of drawing Bills of Exchange in favor of Government on the same Persons on whom the two Bills of Exchange in Question were drawn and further saith, that the same had been always punctually paid, and more he saith not to this or to the last Interrogatory.

Joseph Shawe Ex^r

Arnachellum Shroff

Mayors Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland, James Henry Casamayor and Robert Mounsie Esq^rs Governor and Council of Fort St. George Complainants on Charles Floyer Esq^re Defendant On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz^t

Mr. Robert Woodf Sub Accountant at the Presidency of Fort St. George aged Thirty four Years or thereabouts, being produced as a Witness in

in this Cause on the Part of the Defendant on the 21st Day of May one Thousand Seven Hundred and Ninety signified at the Office of Mr. Henry Du Puy who is Attorney for the Complainants by Casavahny Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about since One Thousand Seven Hundred and eighty Six and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him about two years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty Six and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty one and that he doth know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty five and more he saith not to this first Interrogatory

9th ..... To the Ninth Interrogatory this Deponent saith that he is Sub Accountant General at the Presidency at Fort St. George and further says, that it does appear by the Cash Account of Masulipatam that between the Months of June one Thousand Seven Hundred and eighty Six and the first of April

April one Thousand Seven Hundred and Eighty Seven that there was paid out of the Treasury at Masulipatam for Bills drawn upon the Chief and Council there by the Presidency of Fort St. George upwards of one Hundred and fifty Six Thousand Pagodas and more he saith not to this or to the last Interrogatory

Robert Woodf

Joseph Shaive Exrs

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St. George Complainants and Charles Floyer Esqr Defendant

Mayors Court at Madraspatnam

On the Part of the Defendant

Depositions of Witnesses taken in this Court by and before the Examiner in this Court as followeth

Mr. David Haliburton a Senior Merchant in the Service of the Honble Company aged Thirty Eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the eighteenth Day of June one Thousand Seven Hundred and Ninety

Ninety, Signified at the Office of Mr. Henry DuPuy who is Attorney for the Complainants by Casanah my Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth—

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath known him about Seventeen Years and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him about Twenty Years, and that he doth know Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about Nineteen Years and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about Eleven Years and that he doth know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him about fifteen Years and more he saith not to this first Interrogatory—

12th ..... To the Twelfth Interrogatory this Deponent hath looked at the Statement of an Account now shewn to him marked No. 3. between Juggapah and the Complainants on Account of the Farms herein mentioned, wherein there appears agreeably to that Mode of Statement only to be due from them to the Complainants the Sum of five Thousand Pagodas, and further saith that at this Distance of Time he cannot recollect whether an Account exactly similar was transmitted to the Presidency. This Deponent saith that not remembering whether the Account now shewn to him ever came before the Board of Revenue of which this Deponent was a Member he cannot possibly recollect whether he made any Objections thereto, and more he saith not to this or to the last Interrogatory—

David Haliburton

Joseph Shaw Esq.

Mayors Court at Madras Patnam

Between this united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Floyer Esqre. Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth viz.

Thomas Dickinson Esqre. of Fort St. George junior Merchant in the Service of the Honble united Company of Merchants trading to the East Indies aged Twenty Eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant sworn on the Sixth Day of June one Thousand Seven Hundred and Ninety signified at the Office of Mr. Henry DuPuy who is Attorney for the Complainants by

by Casavahiny Servants who also left him a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth viz.

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so Known him whilst Governor of Fort St. George and that he doth Know the Complainant Mr. John Holland in this Cause and that he hath so known him whilst Member of Council and Governor of Fort St. George and that he doth Know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him whilst Member of Council of Fort St. George and that he doth Know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him whilst Member of Council of Fort St. George and that he doth Know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him whilst a Member of Government and during his Chief Ships of Masulipatam, and more he saith not to this first Interrogatory.

13th ..... To the Thirteenth Interrogatory this Deponent saith, a Renter or Renters of the same or Part of the same Districts which Juggapah rented, may have been more in Arrears than Juggapah during the Defendants Chief Ship and further saith that to the best of his Recollection the Name of one Renter was Letchmanaisawroo Pandit Renter of the Masulipatam Farms and Havelly Lands and the Amount of his Arrear, on Account of the Farms was about one Hundred and Seventy Thousand and Seventy two Star Pagodas

Twenty

Twenty five Fanams and four Cash. This Deponent saith that as the Arrear he alludes to stands on the Complainants Books at this present Time, it cannot have been discharged, and further saith that it is not within his Knowledge that the Chiefs or any or either of them under whom such Arrear accrued, were held responsible for the Payment thereof. This Deponent being asked to the Query, "was it, or was it not ever expected by the Complainants that they the Chiefs or any or either of them should be answerable for the same" he this Deponent can only answer as to a Matter of Opinion; and he is of Opinion that the Complainants have a Right to expect a full Discharge of the Trust reposed in a Chief who of Course is considered answerable for the due Execution of the Trust reposed in him; especially with every Servant of the Complainants in Office, and that in his, this Deponents Opinion, the Complainants may or may not have a Right to hold a Chief Responsible, according to the Circumstances of the Case and the Orders under which the Chief acts, and more he saith not to this thirteenth Interrogatory.

14th ..... To the Fourteenth Interrogatory this Deponent saith that Juggapah may or may not have paid between the Months of May One Thousand Seven Hundred and Eighty Six and the Month of June one Thousand Seven Hundred and Eighty Seven as Renter of the Masulipatam Farms, and the Sharma hal to the Complainants, the Sum of One Hundred, Twenty Nine Thousand Madras Pagodas but to the best of this Deponents Recollection the Amount received by the Complainants and Credited in their Books during

during the Period, from May one Thousand Seven Hundred and Eighty Six, to June One Thousand Seven Hundred and Eighty Seven amounts only to one Hundred and Thirty Thousand, five Hundred and Sixty Six Star Pagodas, Seven Fanams and forty Eight Cash, This Deponent saith, that the Sum of one Hundred and Thirty Thousand five Hundred and Sixty Six Star Pagodas is not he believes a much greater Payment than had been made during the former Chief Ships on Account of the Farms and Charmahal or by Juggapah as the Renter of the same Districts during the Space of Time above mentioned, for to the best of this Deponents Recollection it appears by the Accounts of Masulipatam that from the first May one Thousand Seven Hundred and Eighty four, to thirtieth June one Thousand Seven Hundred and Eighty five, the Payments from the Farms, and Charmahal &c. amounted to about One Hundred and Seventy two Thousand four Hundred and forty eight Pagodas and that Juggapah paid on that Account from the first Day of May one Thousand Seven Hundred and Eighty five to the thirtieth Day of June one Thousand Seven Hundred and Eighty Six about one Hundred and Seventy Six Thousand three Hundred and one Star Pagodas, This Deponent therefore saith that taking the Average of the two Years one Thousand Seven Hundred and Eighty four, one Thousand Seven Hundred and Eighty five and one Thousand Seven Hundred and Eighty Six and one Thousand Seven Hundred and Eighty Six for the

Periods

Periods mentioned, the Payments made by Juggapah for one Thousand Seven Hundred and Eighty Six and one Thousand Seven Hundred and Eighty Seven, fall above forty three Thousand eight Hundred and Eight Pagodas short of the Payments made in the like Period of the two preceding Years, and more he saith not to this fourteenth Interrogatory.

10th To the eighteenth Interrogatory this Deponent saith, he believes there was an Account transmitted by the Chief and Council at Masulipatam, between Juggapah and the Complainants in the Months of April or May one Thousand Seven Hundred and eighty Seven and further saith that no such Account by the Complainants might have been made out in Consequence of some Subsequent Orders of the Board of Revenue, This Deponent saith that those Accounts and Orders not having passed through his Office, he cannot say whether they were verbal or otherwise nor can he speak to the Date of such Order or to the Difference of the two Accounts, neither, to the best of this Deponents Recollection having been submitted to his Inspection, This Deponent saith, that the only Order to the best of his Recollection, relative to the Accounts between Juggapah and the Complainants which issued from his Office, to the Chief and Council of Masulipatam in the Month of April one Thousand Seven Hundred and Eighty Seven, was stating a Difference owing to an Omission in their Accounts, not having debited Veiny Juggapah as Renter of Charmahal for his Rents of about Twenty Thousand, three Hundred and Ninety Seven

Pagodas

Seven Pagodas due in the Month of January One Thousand
Seven Hundred and eighty Seven, as appeared by their Journal
Parcels for January received a few Days previous to the Date
of this Deponents Letter, directing an Application to be made
by debiting him Juggapah for the said Rists in the Accounts of
the Factory for February following, which were not at that
Time received at Madras. In Reply to which this Deponent
in the Beggining of May one Thousand Seven Hundred
and eighty Seven received an Answer from the Secretary
Scott informing him that Copies of this Deponents said
Letter had been sent to the Accountant with Directions
to comply with what this Deponent had pointed out as
soon as possible, and more he saith not to this eighteenth
Interrogatory.

20th ..... To the Twenty eth Interrogatory this Deponent saith
that he hath examined the Accounts in the Company's Books
of the Paymonts made to them by Juggapah Rauze on
Account of his Arrears to the Company and of his Current
Rists from the first May one Thousand Seven Hundred
and eighty Six, to the first July one Thousand Seven
Hundred and eighty Seven and further saith that he hath
not Compared the same with the several Receipts granted by
the Defendant as Chief under his own Signature, neither
is it in this Deponents Power to examine them, the said
Receipts not being, nor never having been in this Deponents
Possession, This Deponent therefore cannot say
whether

whether Credit is or is not given in the Revenue Cash Accounts
for the whole Amount of the Sums for which the Defen-
dant has granted his own Receipts, neither can this
Deponent say that all the Dates and Sums differ
that the Totals of the Credit given and the Receipts
granted exactly agree or nearly so, this Deponent saith that
he is not in the Knowledge that any Difference does exist
between the Receipts granted by the Defendant to Juggapah
on Account of Masulipatam Farms, and Havelly Lands
and Pharmahal and the Credits given to the said Juggapah
in the Revenue Cash Accounts from the first of May One
Thousand Seven Hundred and eighty Six to the first of July
one Thousand Seven Hundred and eighty Seven, and more
he saith not to this Twentieth Interrogatory.

21st ..... To the Twenty first Interrogatory this Deponent saith
he believes that Mr. Hoyer did take Charge of the
Chief Ship of Masulipatam about the Beginning of
May one Thousand Seven Hundred and eighty Six and
further saith that the Sum of the Collections made
for the first Twelve Months of the Defendants Chief-
Ship, that is to say, from the first May One Thousand
Seven Hundred and Eighty Six, to the Thirtieth April One
Thousand Seven Hundred and Eighty Seven, appears by the
Books of Masulipatam to Amount to about Nine Hundred
and Thirty Thousand Two Hundred and Thirty five Star
Pagodas

Pagodas, but in a Subsequent Account transmitted by the Chief and Council of Masulipatam to the Board of Revenue and deposited in this Deponents Office, a Sum of about Seventy one Thousand and fifty eight Star Pagodas included in the above Account of Collections as being made previous to the thirtieth April one Thousand Seven Hundred and eighty Seven, is stated to have been collected after the thirtieth April one Thousand Seven Hundred and eighty Seven, tho' introduced into the April Accounts, which if deducted makes the Collection of that Year only about Eight Hundred and fifty Nine Thousand one Hundred and Seventy four Star Pagodas, This Deponent saith, that he believes the Corrected Collection above stated Viz.t Eight Hundred and fifty Nine Thousand one Hundred and Seventy four Star Pagodas, were not a larger Sum than ever had been collected by any of the Defendants or Predecessors in the Chief Ship of Masulipatam, within one Year. The Collections from first May one Thousand Seven Hundred and Eighty Three, to the thirtieth April one Thousand Seven Hundred and eighty four, appear by the Accounts of Masulipatam to the best of this Deponents Remembrance to have been about eight Hundred and Ninety Three Thousand, four Hundred and thirty two Pagodas, but this Deponent saith that he believes the Collection above stated, to have been made by the Defendants from first May one Thousand Seven Hundred and eighty Six, to the thirtieth April one Thousand Seven Hundred and eighty Seven Viz.t Eight Hundred and fifty nine Thousand one Hundred and Seventy four Star Pagodas, did exceed the Average Collections of the Two Preceding Years and that the Excess to the best of his Belief, may Amount to about two Hundred and forty Thousand Star Pagodas, and more he saith Not to this or to the last Interrogatory.

Thos. Pechell

Joseph Shaw
Ext.

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Bath, John Holland James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Floyer Esqr. Defendant

Mayors Court at Madras Saloman.

On the Part of the Defendant

Depositions of Witnesses taken viva Voce in this Cause by and before the Examiner in this Court as follows viz.

Mr. Edward John Holland of Council of Madras aged

aged Thirty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Thirty first Day of May One Thousand Seven Hundred and Ninety signified at the Office of Mr. Henry Dickey who is Attorney for the Complainants by Casawathony Servant who also left him a Note of the Name of Stile and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined Deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth Know the Complainant Major General Sir Archibald Campbell K. B. in this Cause and that he hath so known him about three Years, and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him from his this Deponents Infancy; and that he doth know the Complainant Mr. James Henry Casamayor in this Cause, and that he hath so known him about Twenty three Years, and that he doth know the Complainant Mr. Robert Mounsill in this Cause and that he hath so known him about Twenty three Years and that he doth know the Defendant Mr. Charles Floyer in this Cause and that he hath so known him from his Arrival at Madras in Council and more he saith not to this first Interrogatory.

13th ..... To the thirteenth Interrogatory this Deponent saith that to the best of his Recollection, that some former Renters of the same Districts, which Juggapah rented have been in larger Arrears, than Juggapah was, during the Deponents Chief Ship

Chief Ship on account of this Rent, and further saith that without particular Application to this Deponent cannot have Recourse to the Records how for he cannot specify the Names of such Renters or the Amount of their Balances. This Deponent saith he doth not know what Part of the Arrears have been paid to the Complainants from the Date of their Origin, but that he verily believes, there are very large Sums still outstanding and unliquidated on the same Accounts, without any apparent Prospect of there ever being liquidated at the Time this Deponent was in Office and further saith, that to the best of the Deponents Knowledge, it is not expected or even favourable to the Usages of the Service, to hold the Chief Responsible for such Arrears of Rents and more he saith not to this or to the last Interrogatory.

Edward Jon. Holland

Joseph Shaw

Sworn

Additional Interrogatories to be administered to such Witnesses as shall be produced, sworn and examined in a certain Cause now depending and at Issue in the Honble. the Mayors Court at Madras pertaining wherein the united Company of Merchants of England trading to the East Indies by

by Major General Sir Archibald
Campbell K.B. John Holland James
Henry Cassmayor and Robert Maunsell
Esquires Governor and Council of Fort
St. George are Complainants and
Charles Boyer Esqr. is Defendant
On the Part and Behalf of the Defendant

First Interrogatory
To all the Witnesses } Do you know the Parties Complainants
and Defendant in the Title of these Interro-
gatories named or any or either and which of them, If Yea
how long have you known them any or either and which of
them Declare.

Second Interrogatory
To James Hodges Esqr. } Have or have not many former Renters of
the same Districts which Juggapaty rented been more in
Arrear than Juggapaty was during the Defendants
Chief Ships, If Yea, specify the Names of such Renters and
the Amount of their Arrears as near as you can recollect or
are able to discover from the Records to which you may have
Access. Have such Arrears or have they not been ever paid
to the Complainants, if not, have the Chiefs or any or either
of them under whom such Arrears had accrued been held responsi-
ble for the Payment thereof or any Part thereof, And
was it or was it not ever expected by the Complainants
that they should be answerable for the same Declare

Third

Third Interrogatory
To the same } Did or did not Juggapaty between the 1st
Months of May One Thousand Seven Hundred and Eighty
Six and the Month of June One Thousand Seven Hundred
and Eighty Seven pay to the Complainants as Renter of the
Masulipatam Farms and the Sharmahal or how otherwise
several Sums of Money amounting together to the Sum of
One Hundred and Twenty nine Thousand Madras Pagodas
or to some other or what Sum of Money, If Yea, is or is not
this Sum of one Hundred and Twenty Nine Thousand
Pagodas or such other Sum of Money, a much greater
Payment than has been made during any former Chief Ship
either by Juggapaty or any former Renter of the same
District during the same Space of Time, or if not
specify such Payments and the Amount thereof and
how much the Payments made by Juggapaty were less
than the Payments you now speak of Declare

Fourth Interrogatory
To the same } Had it or had it not been the usual Practice
in former Chief Ships particularly in those of Mr. Daniel
and Mr. Williams or of whom else for Juggapaty to
receive Payments from the Zemindars, and was or was
not the same his usual Practice in the Life Time
of his Uncle Venkataroyaloo and before his Time of
Juggapauntaloo who held the same Office Declare

Fifth Interrogatory
To the same } Were you or were you not a Member of Council
at

at Masulipatam in or about the Month of September One Thousand Seven Hundred and Eighty Seven, Ifsgiva, did or did not the then Chief and Council same Enquiries of Condraigula Juggernautrow otherwise Juggapatie respecting some Sums of Money which had been received by him during the Defendants Chief Ship, Ifsgiva, did or did not the said Condraigula Juggernautrow otherwise Juggapatie return some Answer in Writing thereunto, Ifsgiva, Go Rab the Paper herewith shown to you at this the Time of your Examination. Is or is not the same as far as you can recollect and believe a true Copy thereof or if not please to state wherein you believe the same differs. Whether was not such Letter sent to the Presidency or a Copy thereof. Declare.

Last Interrogatory to all the Witnesses.

Do you know of any other Matter or Thing or have you heard or can you testify any Thing respecting the Matters in Question in this Cause that may tend to the Advantage of the Defendant in the Title of these Interrogatories named, Ifsgiva. Declare the same as you know have heard or do believe together with the Reasons for such your Knowledge or Belief as fully and particularly as if you had been thereunto particularly interrogated.

P. Walker
J. Stewart Rae
Secy for the Defdt

Statement of the Sums delivered to Condraigula Juggarnautrow by Zamindars on Account of the Honble Company as mentioned in the Sunnis, which should be paid by him to the Company as the Sums, which he paid by him on Account of this Mooraffy also in Behalf of the Zamindars on Account of this Mooraffy also in Account of this late Farms which were discussed by him for 1790 Fasly as is expressed in his Juggarnautrow Rowes Petition dated 4th August 1787. but brought to Cash Account on the 10th June 1789. and for which Amount his Juggarnautrow's Bills was transmitted to the Presidency.

Mundapilly Ragonautrauze Zamindar of Corrondahs	2700.	"	"
Rooa Comora Vencatrauze Zemr. of Pillapores	3900.	"	"
Vasumoy Venculadry Naidoo Zemr. of Nundigamah	15000.	"	"
Condraigula Juggarnautrow Renter of Masulipatam Farms Gs. brought to Cash Account	5000.	"	"
Deducting for so much paid into the Treasury in ready Money by Shabdeen Dos of Sowcars	1100.	"	" 3900. " "
Marcus Vincatachellum Vansevaroo Officiating Zemr. of Nozied			7157. 26. 21.
Reddy Mungapatty Doo Zemr. of Pulavaram on Account of Tribute	45393. 3.		
Ditto of Mooraffy	3617. 31. 12.		8177. 21. 15.
Reddy Vizagapatam Doo for Gollala on Account of Tribute	1790. 20. 6.		
Ditto of Mooraffy	3617. 34. 12.		2138. 19. 6.
Carried over			41283. 4. 27.

Brought over		4,283. 4.7
Reddy Narsinvadoo for Collasselly on Account of Tribute	867. 31. 32	
Ditto of Nuraspy	1132. 4.32	2000. " "
Madras Pagodas		13283. 4.7

N.B. with Respect to the above related Sums expressed the A. Sums marked thus † and thus ⊙ I beg leave to inform your Honours that were delivered to me by the Zemindars at different Times on Account of the Honourable Company for the Current Collections of Jummabundy which I have at other Times, disbursed on Account of J. M.r Sloyer concerning the Sums marked thus ⊙ I beg leave to inform your Honour's that they are on Account of my Nuraspy Villages in the Districts of Reddy Wars which had been continued to me and thereby I should be accountable to the Company in Behalf of the said Zemindars for the Amount had not supplied M.r Sloyer with so considerable a Sum as is expressed in my Account Current with him. N.B. I should have liquidated as well as the Sum marked thus ⊙ to the Company however the J. M.r Sloyer was pleased to place the said 13283. 4.7. to the Credit of the said Zemindars &c. by the Reason expressed in my Petition dated 4.th August last.

Masulipatam
20.th September 1787

A true Copy

A. Scott
Secry.

/ Signed / C. Jaggernaut Row

A true Copy

P. Walker for self
G. P. Spencer
Attornies for Defendant

Extract of Letter from C. Juggernaut Row to the Chief and Council of Masulipatam dated 20.th September 1787.

I had the Honor to receive Mr. Secretary Scott's Letter of the 18.th inclosing a Letter from the Honorable the Governor and Council to your Honours under Date the 12.th Instant as I was by the former Letter directed to explain the Circumstances of the 13283. 4.7. Pagodas I hope the accompanying Statement will fully explain the Subject

a true Copy

P. Walker
J. Stewart & Hall
Attys for Defendant

This Exhibit No.5. was shewn to M.r James Hodges at the Time of his Examination before me on the Part of the Defendant in a Certain Cause now depending in the Honourable the Mayors Court at Madras pleadings wherein the said Major General Sir Archibald Campbell K.B. John Holland, James Henry Casamajor and Robert Mounsell Esqrs are Complainants and Charles Sloyer Defendant was on the 12.th Day of June A.o Dom.i 1790

Joseph Shaw
Ex.r

Between The united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James & Henry Casamayor and Robert Maunsell Esqrs as Governor and Council of Fort St George Complainants and Charles Steyer Esqre Defendant

Mayors Court at Madraspatnam

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiners of this Court as followeth

Mr. James Hodges Second of Masulipatam aged forty Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the twelfth Day of June one Thousand Seven Hundred and Ninety Sworn and Examined at the Office of Mr. Henry DuPuy who is Attorney for the Complainants by Casamayor Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn, and examined, deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainants Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about Fourteen Years and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him about Twenty Six Years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about Twenty Six

Six Years and that he doth know the Complainant Mr. Robert Maunsell in this Cause and that he hath so known him about Twenty Six Years and that he doth know the Defendant Charles Steyer in this Cause and that he hath so known him about Twenty two Years and more he saith not to this first Interrogatory

2d ..... To the second Interrogatory this Deponent saith that not being Member of Council he doth not recollect whether many former Renters of the same Districts which Juggapah rented, have been more in Arrears than Juggapah was, during the Defendants Chief Ship. This Deponent saith that there are many Merchants Inhabitants of Masulipatam whose Arrears are still unpaid and further saith that it hath not come to this Deponents Knowledge that the Chiefs, under whom Arrears have accrued, have been held responsible for the Payment thereof. This Deponent saith that he never understood that such Responsibility was expected from Chiefs and further he saith not to this second Interrogatory

3d ..... To the third Interrogatory this Deponent saith that not being Member of Council, he cannot charge his Memory whether Juggapah did between the Months of May one Thousand Seven Hundred and Eighty Six and the Month of June one Thousand Seven Hundred and Eighty Seven pay to the Complainants as Renters of Masulipatam Taxes and the Chowmahal, several Sums of Money amounting together to the Sum of One Hundred Twenty Nine Thousand Madras Pagodas

Pagodas, and further saith that he cannot take upon him-
self to declare, whether the Sum of one Hundred and Twenty
Nine Thousand Pagodas, is a much greater Payment than
has been made during any former Chief Ships, either by M.
Juggapah or any former Renters of the same District
during the same Space of Time and more he saith not
to this third Interrogatory.

4th To the fourth Interrogatory this Deponent saith, that
he is not acquainted with the former Practice of receiving
Payments by Messrs. Daniel and Williams, but that this
Deponent thinks it probable, that Juggapah might
have received Payments from the Zemindars and further
saith that he does not know, if it was usual Practice of
Juggapah in the Life Time of his Uncle Venkatroyaloo, or
before his Time, the said Juggapah the Practice of Jugga-
pundaloo, who held the same Office, and more he saith
not to this fourth Interrogatory.

5th To the fifth Interrogatory this Deponent saith that
he was a Member of Council at Masulipatam in or about
the Month of September One Thousand Seven Hundred and
eighty Seven and further saith, that to the best of his
Recollection, the then Chief and Council did make same
Enquiries of Condraigulas Juggarnaethrow otherwise
Juggapah, respecting some Sums of Money which had
been received by him during the Defendants Chief Ships
This Deponent saith, he believes that the said Condraigulas
Juggarnaethrow otherwise Juggapah did return Answers
in Writing thereto. This Deponent has the Book and the Papers &c.
herewith shewn to him at this the Time of this Examination
and says, that he cannot take upon himself to say whether it
is a true Copy thereof or not, This Deponent cannot say
for a Certainty, whether such Letter was sent to the Presi-
dency or a Copy thereof, and more he saith not to this or to the
last Interrogatory.

James Hodges

Joseph Shaw Esqr

Additional Interrogatories

To be administered to such Witnesses as shall
be produced sworn and examined on a Certain
Cause now depending and at Issue in the
Hon'ble the Mayors Court at Madras pat-
wixt wherein the united Company of Merchants
of England trading to the East Indies by
Major General Sir Archibald Campbell
K.B. John Holland and James Henry Casamajor
and Robert Maxwell Esqrs Governor and
Council of Fort St. George are Complainants
and Charles Stuart Esqr is Defendant
On the Part and Behalf of the Defendant

To all the Witnesses
Additional Interrogatory

Desire to know the Parties Complainants and
Defendant in the Title of these Interrogatories named or
any

any or either and which of them, If Ya how long have you
so known them or any or either and which of them Declare

2d Interrogatory
To Charles Nicolas White
Thomas Cockburn Edward
John Holland and
William Balfour Esqrs. } Was or was not Litchimmarsinnaloo Pundit
formerly Renter of the same Districts as
Juggapah named, If Ya are there or are there
not some and what Arrears due from him to the Complain
ants If Ya ca what is the Amount of such Arrears have they
or have they not been overpaid, If nay are they or are they
not likely to be paid — Is the Amount thereof greater or
less than the Arrears due by Juggapah during the Defendants
Chief Ship, was or was not Vencatar Kistnarow formerly
the Renter of the same Districts — Are they or are they not
paid or likely to be paid, if nay, Is the Amount thereof
greater or less than the Amount due by Juggapah —

3d Interrogatory
Thomas Cockburn and
William Balfour Esqrs } Was there or was there not an Account of
Juggapah transmitted to the Board of Revenue
from the Chief and Council of Masulipatam in the Months
of April in the Year of our Lord one Thousand Seven
Hundred and eighty Seven and was there or was there not
another Account made out at the Presidency or transmitted
from Masulipatam in Consequence of some Consequent Orders
If Ya ca what were those Orders and were they given to the
Account or to the Chief and Council at Masulipatam, were
the same transmitted by you or by whom else — Did you receive
such

such Orders from the Board of Revenue verbally or in Writing
Declare

4th Interrogatory
Charles Nicholas White } Was it or was it not the unanimous Opinion of
Esqre } the Governor and Council that the Defendants was
indebted to the Complainants in the Sums now sued for, and
was there or was there any Order or Resolution of the Board
ever passed to direct that the Sums of Money now sued for
should be passed to the Debit of the Defendants in the
Complainants Books — If nay be pleased to declare how other
wise it particularly appears in the Complainants Books or
Records that such a Debt is owing to the Complainants by
the Defendants declare

5th Interrogatory
Thomas Cockburn
Robert Woolf } Are you or are you not Accountant or Deputy
Accountants of the Complainants or employed in some
other Manner in keeping or superintending their Accounts
If Ya, does or does not the Defendants stand a Debtor in
the Complainants Books for the several Sums of Money now
sued for declare

6th Interrogatory
To Morgan Williams
Esqre } Are you or are you not well acquainted with the
Manner in which the Revenues of the Complainants
are collected and received at the different Factories subordinate
to Fort St George, If Ya, is the Duty of collecting and
receiving such Revenues placed in the Chief of such Factories
alone or is it divided joint in the Chief and Council, If Ya
is or is not Responsibility for any Mismanagement in the
Collection

Collection of the Revenues also jointly placed on the Chief and Council and not in the Chief alone, If you is or is not the Collection of the Revenues from the Districts belonging to S.t Masulipatam placed in the Chief and Council jointly declare.

7.th Interrogatory To D.o D.o } Were you or were you not sometime since and when Chief of Masulipatam, If you did not Juggapah during your Chief Ship receive Payments from the Zemindars on Account of the Complainants and was it or was it not the Custom in the Life Time of his Uncle Venkatasoyalow and before his Time of Juggapuntalow who holds the same Offices for them to do the same Declare.

8.th Interrogatory To Charles Nicholas White Esq.re } Was you or was you not the Secretary of the Governor and Council at Fort St. George on or about the Months of September or October one Thousand Seven Hundred and eighty Seven, If you was there or was there not a Letter from Condravgeulu Juggarnaickroo alias Juggapah on or about that Time transmitted from the Chief and Council at Masulipatam to the Governor in Council at the Presidency, If you look at the Paper now shewn to you at this the Time of your Examination, Is it or is it not as far as you can recollect and believe or can know from Proceedings to which you have access a true Copy of such Letter or if not please to mention wherein it differs.

9.th Interrogatory To William Balfour Esquire } Was you or was you not the Secretary to the Board of Revenue at Fort St. George on or about the Months of September or October one Thousand Seven Hundred and Eighty Seven, If you was there or was there not a Letter from Condravgeulu Juggarnaickroo alias Juggapah on or about that Time transmitted from the Chief and Council at Masulipatam to the Board of Revenue, If you look at the Paper now shewn to you at this the Time of your Examination, Is it or is it not as far as you can recollect and believe or can know from the Proceedings to which you have access a true Copy of such Letter or if not please to mention wherein it differs.

10.th Interrogatory To Morgan Williams Esq.re } What was the Amount of the Collections in Masulipatam Chief Ship while you was Chief or nearly as you recollect how long was you Chief what was the largest Sums you ever collected as Chief on Account of the Complainants in any given Time declare.

11.th Interrogatory To Messieurs John de Fries junior, Anthonio de Souza, Henry Swivel Henry Redhead and James Innes } Q. Are you or are you not well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange in different Parts of India, If you please to specify the Names of the Places in India where you have been Resident and acquainted with the Practice of Merchants, that in Case any Bills of Exchange are refused acceptance upon being presented for that Purpose and also not paid when they become due by the Persons on whom they are drawn and who may have accepted it, Is or is it not always Customary to have such Bills of Exchange protested for Non-Acceptance and likewise for Non-Payment and to return them to the Persons from whom they have been received, In Case such Bill of Exchange are not protested and returned immediately to the Persons from whom they have been received? A. Or are not the Drawers of such Bills of Exchange

Exchange thereby discharged from any Responsibility thereon and does or does not the Holder of such Bills of Exchange by Reason of his Neglect lose his Recours on the Remitter thereof and is or is not this the Long established Custom of Merchants in England and has it not been by adjudged Cases admitted declared.

Last Interrogatory
To all the Witnesses

Do you know or have you heard or can say you or either for the any Thing or have you heard or can say you or either for the any Thing respecting the Matters in Question in this Cause that may tend to the Advantage of the Defendants in this Cause in the Stile of these Interrogatories mentioned, If you declare the same as you know, have heard or do believe together with the Reasons for such your Belief as fully and particularly as if you had been thereunto particularly interrogated.

J. Stewart Hall for himself
and
Peter Walker
Attys for Defendants

Statement of the Sums delivered to Conderaigula Juggarnautroo by Zemindars on Account of the Honble Company, as well as the Sums which should be paid by him to the Company in Behalf of the Zemindars on Account of his Murassy — also a Sum on Account of his late Farms which were disbursed by him for Mr Sloyer as is expressed in his Juggarnautroos Petition dated 5th August 1787. but brought to Cash Account in the 10th June 1787. and for which Amount his Juggarnautroos Bill was transmitted to the Presidency.

Mundapelly Ragonauthraize Zemr of Coriondah			2700	"	"
Row Comara Vencatrow Zemr of Pellapeede			5909	9	"
Vasseudaly Vencatradry Nairoo Zemr of Nundigamah			5000	"	"
	Carried over		13609	9	"
	Brought over		13609	9	"
Conderaigula Juggarnautroo Renter of Masulipatam					
Farms &c brought to Cash Account			5000	"	"
Deducting so much paid into the Treasury in many Monies by Mr Sadera Dass Sowcar			1100	"	"
			3900	"	"
Maccal Vincatah Narsimavoo & Sperow Zemrs of Nyeed				7157	26 21
Reddy Mungapathy Doo Zemr of Polevaram on Acct of Tribute	852	9	23 3		
Dittoes of Murassy	3647	31	1/2	8177	21 75
Reddy Vijaggapaul Doo for Goolalah of Acct of Tribute	1190		20 64		
Dittoes of Murassy	3647	31	1/2	8138	19 61
Reddy Narsimadoo for Ellapillivoo Acct of Tribute	867	31	32		
Dittoes of Murassy	1132	4	48	2000	"
Madras Pagodas				43283	4 77

N.B. With Respect to the above related Sums, except the 4 Sums marked thus X and thus ⊗ I beg leave to inform my own Honours that were delivered to me by the Zemindars at different Times on Account of the Honble Company for the Current Settlement of Jumanabundy which I have at other Time disbursed on Account of Mr Sloyer concerning the Sums marked thus X I beg leave to inform your Honours that they are on Account of my Murassy Villages in the District of Reddy Wars which had been continued to me and thereby I should be accountable to the Company on Behalf of the said Zemindars for the Amount, had I not satisfied Mr Sloyer with so Considerably a Sum as is expressed in my Account Current with him & I should have liquidated as well as the Sums marked thus ⊗ to the Company however he Sloyer was pleased to place the said 43283 4 77 to the Credit of the said Zemindars by the Reason as expressed in my Petition dated 4th August last

/signed/ C. Juggarnautroo

a true Copy
P. Walker for self &
C. Spencer
Attys for Defts

Masulipatam
20th Sept 1787

a true Copy
A. Scott
Secry

a true Copy
J. Stewart Hall for self and
P. Walker Attr for Defendants

Extract

Extract of a Letter from C. Juggarnaut Esq.re to the Right and Council of Vizagapatam dated 20th September 1797.

I had the Honour to receive Mr. Secretary Scotts Letter of the 18th enclosing Copy of a Letter from the Hon.ble the Governor and Council to your Honours under Date the 12th Instant, as I was by the former Letter directed to explain the Circumstances of the 43283. 4. 17. Pagodas. I hope the accompanying Statement will fully explain the Subject.

This Exhibit was shewn to Charles S. White and William Balfour Esq.rs at the respective Times of their Examination before me on the Part of the Defendant in a certain Cause now depending in the Hon.ble the Mayors Court at Madrasapatnam wherein the said Major General Sir Archibald Campbell K.B. John Holland, James Henry Casamayor and Robert Mainsell are Complainants and Charles Steyer is Defendant as on this 9th & 30th Days of July Anno Domini 1798

Joseph Shaw
Cl.

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mainsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Steyer Esq.r Defendant

On the part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follows viz.t

Charles Nicholas White Esq.re Civil Secretary to the Hon.ble the Company in the Madras Establishment aged Thirty three Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the ninth Day of July one Thousand Seven Hundred and Ninety Eight sworn at the Office of Mr. Henry Dundas who is Attorney for the Complainants by a Caravah my Servant who also speaks a Note of the Name, Title, and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined deposeth as follows viz.t

1st. To the first Interrogatory this Deponent saith, that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him since his Arrival in Thousand Seven Hundred and Eighty Six and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him about seven Years and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him about twelve or fourteen Years and that he doth know the Complainant Mr. Robert Mainsell in this Cause and that he hath so known him about seven Years and that he doth know the Defendant Mr. Charles Steyer in this Cause and that he hath so known him many Years, and more he saith not to this first Interrogatory.

2d. To the second Interrogatory this Deponent saith, that Pilchimanarsiva also Pundit and Venkatah Vishnah Rood were

were Renters of the same District which Juggapah received, and that they owe larger Arrears, than those due by Juggapah during the Defendants Chief Ship; unless the Amount of the Sums for which a Suit has been instituted against Mr. Stayer, is included as a part of his Arrears, and further saith that he do not recollect the exact Amount of Arrears due by Setchiannar senwaloo Pundit and Vencatah Kistnah Row that their Arrears are not paid and he, this Deponent believes and not likely to be paid, and more he saith not to this Second Interrogatory

4th To the fourth Interrogatory this Deponent saith that at this Distance of Time and not having lately referred to the Records on the Subject, he cannot perfectly recollect, whether the Governor and Council were unanimously with Respect to the Sums sued for, or whether by any Resolution of the Governor and Council, such Sums should be passed to the Debit of the Defendant in the Company's Books and further saith that at all events it must appear, the Majority of the Government considered Mr. Stayer was indebted to the Complainants in the Sums sued for and more he saith not to this fourth Interrogatory.

5 To the eighth Interrogatory this Deponent saith that he was Secretary to the Governor and Council at Fort St George on or about the Months of September or October One Thousand Seven Hundred and eighty Seven, and further saith that he believes there was Copy of a Letter from Condraigula Juggapah Row otherwise Juggapah on or about that Time transmitted by the Chief and Council of Masulipatam to the Governor in Council at the Presidency. This Deponent has this Letter at the Paper now shewn to him at this the Time of his Examination and says, that to the best of his Belief, it is to the Purport of the Letter transmitted by the Chief and Council as aforementioned, and more he saith not to this or to the last Interrogatory

Chas. S. White

Joseph Shaw

Mayors Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland & James Henry Casamayor and Robert Mounsele Esqrs Governor and Council of Fort St George Complainants and Charles Stayer Esqr Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiners of this Court as follow viz.

Thomas Cockburne Esqr of Fort St George Junior Merchant in the Service of the Honble united Company of Merchants trading to the East Indies aged Twenty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the third Day of July one Thousand Seven Hundred and Ninety sworn to the Office of Mr Henry DuPuy who is Attorney for the Complainants by Casawah my Servant who also Cost him a Note of the Name Title

Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him whilst Governor of Fort St. George, and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known him whilst Member of Council and Governor of Fort St. George, and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known him whilst Member of Council of Fort St. George, and that he doth know the Complainant Mr. Robert Mumsell in this Cause and that he hath so known him whilst Member of Council of Fort St. George and that he doth know the Defendant Mr. Charles Hoyer in this Cause and that he hath so known him whilst a Member of Govt. and during this Chief Ship of Masulipatam and more he saith not to this first Interrogatory.

2d ..... To the Second Interrogatory this Deponent saith, that Letchimmarsinvaloo Pundit did formerly rent Part of the same Districts Juggapah rented and further saith, that an Arrear appears due and now stands on the Books of the Complainants against the said Letchimmarsinvaloo Pundit to the best of this Deponents Recollection, to the Amount of about one Hundred and Seventy Thousand and Seventy two Star Pagodas This Deponent saith that as the Balance against Letchimmarsinvaloo Pundit now stands on the Books of the Complainants

it cannot have been paid to them, the said Complainants and further saith, that he cannot from his personal Knowledge declare whether this Arrear, is or is not likely to be discharged but by the Report of the Chief and Council of Masulipatam this Mans Circumstances, the said Letchimmarsinvaloo Pundit are desperate and the Arrear is clapsed in the Accounts of that Settlement under the Head of Desperate Debts. This Deponent saith that the Amount thereof is greater than the Arrears due by Juggapah during the Deponents Chief Ship and further saith that Venecatachinarow was formerly Renter of the same Districts This Deponent saith, that there is a Balance due by Venecatachinarow but cannot from his own Knowledge, say or whether it is or is not likely to be realized but from the Report of the Chief and Council of Masulipatam, it appears Closed as a dubious Balance and further says that the Amount thereof is greater than the Amount due by Juggapah and more he saith not to this Second Interrogatory.

3d ..... To the third Interrogatory this Deponent saith that he believes there was an Account of Juggapah transmitted to the Board of the Revenue from the Chief and Council at Masulipatam in the Month of April in the Year of our Lord one Thousand Seven Hundred and eighty Seven and further saith, that no other Account might have been made out at the Presidency or transmitted from Masulipatam in Consequence of same subsequent Orders from the Board of Revenue. This Deponent saith that he is unacquainted with such Orders, as they were not given to the Accountant but he

this

this Deponent believes, such Orders must have been transmitted directly to the Chief and Council of Masulepatam and more he saith not to this this Interrogatory.

5th ..... To the fifth Interrogatory this Deponent saith that he is Accountant for the Revenue Department of the Complainants Revenue Books for any Sum of Money and more he saith not to this or to the last Interrogatory

Joseph Smith Thos Cockburn

Between The united Company of Merchants of England trading to the East Indies by Major General Sir Archebald Campbell K. B: John Holland James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Sloyer Esqre. Defendant

Mayors Court at Madraspatnam

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follow the

Edward John Holland Esqre. of Council of Madras aged Thirty three Years or thereabouts being produced as a Witness in this Cause

Cause on the Part of the Defendant sworn on the twelfth Day of July one Thousand Seven Hundred and Ninety Eight signified at the Office of Mr. Henry Dickey who is Attorney for the Complainants by Casamaijors Servant who also Cert. him as Notary Public and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and examined, deposeth as follows viz.

1st ..... To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archebald Campbell K. B. in this Cause and that he hath so known him about three and that he doth know the Complainant Mr. John Holland in this Cause and that he hath so known from this Deponents Infancy and that he doth know the Complainant Mr. James Henry Casamayor in this Cause and that he hath so known about twenty three years and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about Twenty three years and that he doth know the Defendant Mr. Charles Sloyer in this Cause and that he hath so known him from his Arrival at Madras in Council and more he saith not to this first Interrogatory.

2d ..... To the second Interrogatory this Deponent saith that the Shingy Lechimmersinva Pundit was formerly Renter of the same Districts as Juggapah rented, and further says that he verily believes there are Arrears due from him to a Considerable Amount but cannot ascertain the exact Sum, nothing in Possession of the Accounts, in which Arrears remain unsigned. This Deponent doth not know that there is any likelihood of their being recovered

recovered — and further saith that so far as Concerns Juggapaty's Arrears on Account of the Masulipatam Havelly Farms during the Defendants Chief Ship, this Deponent conceives that the Arrears are considerably less than those due from Letchimmarsiwalloo & Pundit, but not having immediate Access to the Accounts, he cannot of Course speak with Certainty and Precision. This Deponent believes that Venkatakistnarroo was formerly Renter of the same Districts — This Deponent believes that there are Arrears due from the Venkatakistnarroo which he does not know that there are any Probability of Liquidating — but cannot speak with Precision, whether they are greater than the Amount due by Juggapaty on Account of the Masulipatam Havelly Farms — and more he saith not to this or to the last Interrogatory

Edward Jo Holland

Joseph Shaw
Exr

Mayor's Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Haimsell Esqrs Governor and Council of Fort St George Complainants and Charles Stoges Esqre Defendant

&c.

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner of this Court as follows viz.

Mr William Balfour a Senior Merchant in the Service of the Honble Company East India aged Thirty Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Thirtieth Day of July one Thousand Seven Hundred and Ninety sworn at the Office of Mr Henry Dudley who is Attorney for the Complainants, by Casamayor my Servant who also left him a Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined deposeth as follows viz.

To the first Interrogatory this Deponent saith, that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about three Years and that he doth know the Complainant Mr John Holland in this Cause and that he hath so known him about two Years and a half and that he doth know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about few Years, and that he doth know the Complainant Mr Robert Haimsell in this Cause and that he hath so known him about few Years and that he doth know the Defendant Mr Charles Stoges Esqre in this Cause and that he hath so known him about five or six Years and more he saith not to this first Interrogatory

qd

2d To the second Interrogatory this Deponent saith that Setchimmasiwaloo Pundit was formerly Renter of the said Districts as Juggapah rented, and further saith, that the Arrears due by the said Setchimmasiwaloo Pundit as they stand in the Books of the Company amount to about two Hundred and Seventy Thousand Pagodas, this Deponent saith that such Arrears have not been discharged or they would not appear on the Books, as a Debt due to the Company and further saith, that it is the Opinion of this Deponent that there is very little Chance of these ever being paid, in so much that this Balance stands Closed under the Head of Desperate Debts. This Deponent saith that the Arrears of Setchimmasiwaloo Pundit was greater than the Arrears at due by Juggapah during the Defendants Chief Ship, and further saith, that Vencata Kistnarow was formerly the Renter of the same Districts - and further saith, that there are Arrears due from him to the Complainants. This Deponent saith that the Amount of such Arrears is about Seventy Nine Thousand Pagodas and further saith that he does not think that they are likely to be paid. This Deponent saith that the Amount of these, is nearly about the Sum due by Juggapah to the Complainants and more he saith not to this Second Interrogatory.

3d To the third Interrogatory this Deponent saith, that there

was

was on Account of Juggapaths transmitted to the Board of
Revenue from the Chief and Council at S.t Mary's in the
Month of April in the Year of our Lord one Thousand Seven
Hundred and eighty Seven, and further saith that there was
no other Account made out at S.t Mary's, on the Succession
of Mr Sadlier to the Chief's Office in Consequence of Orders from
the Board, which stated the Debt to be considerably more than
that mentioned in the former Account: This Deponent saith
that to the best of his recollection the Board did not at that time give
any particular Instructions or Orders to the Chief and Council
with Respect to the Mode of stating the Account but from
Receipt thereof it appeared that the Arrears on Account of
Chunnah Cloth were considerably more than stated in the
former Account; and likewise that the Chief and Council
had not given Credit for the two Years Allowance which was
included in a former Account, amounting to the Sum of Twenty
Thousand Pagodas but this Juggapaths Claim to which Allowance
had been before rejected, and further saith that there were no
particular Orders, This Deponent saith, that such Orders as
were given, were sent to the Chief and Council at S.t Mary's
and further saith that such Orders were transmitted in the Name
of the Board and by their Directions, and more he saith not
to this third Interrogatory.

To the Ninth Interrogatory this Deponent saith that
he was Secretary to the Board of Revenue at Fort St George on

9th

or

or about the Month of September or October one Thousand Seven Hundred and eighty Seven and further saith that he doth not recollect that there was a Letter from Condraigue la Juggarnaut Brouce otherwise Juggapah in or about the Months of September and October transmitted from the Chief and Council at Masulipatam to the Board of Revenue This Deponent hath looked at the Paper now shown to him at this the Time of his Examination and rather supposes a such Letter to have been addressed to the Governor and Council and not to the Board of Revenue, and more he saith not to this or to the last Interrogatory

Joseph Shaw

Wm Balfour

Mayors Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland, James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St George Complainants and Charles Floyer Esqre Defendant On the Part of the Defendant

Depositions

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Mr Robert Woolf Sub Accountant at the Presidency of Fort St George aged Thirty four Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the Second Day of July one Thousand Seven Hundred and Ninety Sworn at the Office of Mr Henry Dis Puy, who is Attorney for the Complainants by Casavah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined, deposeth as followeth

To the first Interrogatory this Deponent saith, that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty Six and that he doth know the Complainant Mr John Holland in this Cause and that he hath so known him about two Years and that he doth know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty Six, and that he doth know the Complainant Robert Mounsell in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty one, and that he doth know the Defendant Mr Charles Floyer in this Cause and that he hath so known him about since one Thousand Seven Hundred and eighty five and more he saith not to this first Interrogatory

Sd

5th ... To the fifth Interrogatory this Deponent saith that he is Deputy Accountant to the Complainants and further saith that he believes that the Defendant does not appear in the Stand Debtor in the Company's Book of Accounts for the Sum of Money now sued for and more he saith not to this or to the last Interrogatory

Joseph Shawe Exr

Robert Woodfall

BETWEEN The united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St George Complainants and Charles Stuart Esqr Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as follow viz.

The Honble. Morgan Williams Esquire Governor Genl &c. of Fort St George aged Forty eight Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the Tenth Day of July one Thousand Seven Hundred and Ninety Signified at the Office of Mr Henry DuPuy who is Attorney for the Complainants by Casamayor's Servant

Mayors Court at Madraspatnam

Servant who also left him a Note of the Name Stile and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined deposeth as follows viz.

1st ... To the first Interrogatory this Deponent saith that he does not know the Complainant Major General Sir Archibald Campbell K.B. in this Cause, but that he doth know the 2d Complainant Mr John Holland in this Cause and that he hath so known him about Thirty Years and that he doth know the 3d Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about Twenty eighty Years and that he doth know the Complainant Mr Robert Mounsell in this Cause and that he hath so known him about twenty Seven Years and that he doth know the Defendant Mr Charles Stuart in this Cause and that he hath so known him about Thirty Years and more he saith not to this first Interrogatory

6th ... To the Sixth Interrogatory this Deponent saith that he is well acquainted with the Manner in which the Revenues of the Complainants are collected and received at the different Factories Subordinate to Fort St George and further saith that the Duty of Collecting and receiving such Revenues this Deponent conceives is placed in the Chief of such Factories alone, but subject to the Controul of the Council in the event of Mismanagement. This Deponent saith that in Case the Council do not dissent to the Measures of the Chief that he this Deponent is of Opinion that the

the Responsibility for any Mismanagement in the Collection of the Revenues is jointly placed in the Chief and Council and not in the Chief alone, and further saith that the Collection of the Revenue from the Districts belonging to Masulipatam, this Deponent thinks, is placed in the Chief alone, but as above recited, subject to the Controul of the Council, in the event of Mal: Administration and more he saith not to this Sixth Interrogatory.—

7th ..... To the Seventh Interrogatory this Deponent saith, that he was Chief of Masulipatam, in March One Thousand Seven Hundred and eighty Six, and further saith, that he doth not believe that Juggapah did Collect any Payments from the Zemendars during this Deponents Chief Ship, on Account of the Company this Deponent saith, that he believes it is Customary in the Collecting of the Money for the Chief to direct through his Dubash perwannahs or Orders to be drawn out on every Occasion when a Zemindar comes to pay in his Payments, and that those perwannahs or Orders should be brought to be signed by the Chief, but this Deponent cannot speak to the practice pursued by Venkatasoya the Uncle of Juggapah or before his Time of Juggapuntaloo who held the same Office, but presumes they adopted the System which seemed to be the practice at all the Subordinate Settlements, and more he saith not to this Seventh Interrogatory.—

10th ..... To the tenth Interrogatory this Deponent saith that at this Distance of Time he cannot positively recall to his Remembrance the Amount of Collection, but is perfectly convinced, that they were very considerable during the short Period of two Months, that he held the Chief Ship, and more he saith not to this or to the last Interrogatory.—

Joseph Shaw Esr

Wm Williams

Major Court
Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. John Holland, James Henry Casamayor and Robert Mouncell Esqrs Governor and Council of Fort St George Complainants and Charles Steyer Esqr Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examt in this Court as followeth

Mr John De Fries Junior Merchant of Madras aged Twenty Six Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the third Day of July one Thousand Seven Hundred and Ninety, Sworn and Examined at the Office of Mr Henry DuPuy, who is Attorney for the Complainants by Casavahroma Servant who also Explained a Note of the Name Title and Place of Abode of the said Deponent: and afterwards on the same Day being Sworn and examined deposeth as followeth.

1st ..... To the first Interrogatory this Deponent saith that he doth

doth Know the Compt Plaintiffs Major General Sir Archibald Campbell K. B. in this Cause, and that he hath so known him about three Years and that he doth Know the Complainant Mr John Holland in this Cause and that he hath so known him about seven or eight Years and that he doth Know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about seven or eight Years and that he doth Know the Complainant Mr Robert Mounsell in this Cause and that he hath so known him about five Years, and that he doth Know the Defendant Mr Charles Stoyer in this Cause and that he hath so known him about seven or eight Years and more he saith not to this first Interrogatory

To the Eleventh Interrogatory this Deponent saith that he is well acquainted with the Usages and Practice of Merchants relative to Bills of Exchange in different Parts of India, and further saith that he hath always been Resident at Madras and says that in Case any Bills of Exchange are refused Acceptance upon being presented for that Purpose, that it is the Custom of Merchants to note or protest such Bills for Non Acceptance and further saith that in the Event of Bills not being paid when they became due by the Persons on whom they are drawn and who may have accepted them, it is the Custom of Merchants to protest them for Non-Payment and to return them to the Persons from whom they have been received. This Deponent saith that in Case such Bills of Exchange are not protested and returned immediately to the Persons from whom they have been

the Drawers of such Bills of Exchange are thereby discharged from any Responsibility thereon and further saith that the Holder of such Bills of Exchange by Reason of this Neglect does lose his Recourse on the Remitter thereof This Deponent saith that such is the established Custom here and which he believes to be the same in England, and by adjudged Causes he believes admitted here - and more he saith not to this or to the last Interrogatory

John De Souza Junior

Joseph Shaw
Ext

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K. B. John Holland James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St George Complainants and Charles Stoyer Esqr Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examt in this Court as follow viz

Mr Antonio de Souza Merchant of Madras aged fifty four

Mayors Court at Madraspatnam

four Years, or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the fourteenth Day of July one Thousand Seven Hundred and Ninety Signified at the Office of Mr Henry Dibley who is Attorney for the Complainants by Casawakony Servant who also left China Note of the Name, Title and Place of Abode of the said Deponent and afterwards on the same Day being Sworn and examined deposeth as followeth

1st ..... To the first Interrogatory this Deponent saith, that he doth know the Complainants Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him since the Year one Thousand Seven Hundred and eighty Six and that he doth know the Complainants Mr John Holland in this Cause and that he hath so known him from the year one Thousand Seven Hundred and Seventy and that he doth know the Complainants Mr James Henry Casamayor in this Cause and that he hath so known him since the year one Thousand Seven Hundred and Seventy and that he doth know the Complainants Mr Robert Hounsell in this Cause and that he hath so known him since the year one Thousand Seven Hundred and eighty and that he doth know the Defendant Mr Charles Sloyer in this Cause and that he hath so known him from the Year One Thousand Seven Hundred and Sixty and more he saith not to this first Interrogatory

11

11th ..... To the Eleventh Interrogatory this Deponent saith, that he is well acquainted with the Usages and Practice of Merchants & relative to Bills of Exchanges in different Parts of India and further saith that he hath been Resident at Bombay, Madras and Bengal and acquainted with the Practice of Merchants and says, that in Case any Bills of Exchange are refused Acceptance upon being presented for that Purpose and also if not paid when they become due by the Persons on whom they are drawn and who may have accepted them that it is Customary in all the European Settlements in India, where Notary Republics and Lawyers reside but in other Country Towns in India where there are no Lawyers or Notary Republics a written Refusal from the Person on whom the Bill is drawn, is esteemed of equal force, with a protest for Non Acceptance or Non Payment and which entitles the Bill Holder to recover the Money from the Drawer. This Deponent saith, that in Case such Bills of Exchange are not protested and returned immediately to the Persons from they have been received that agreeably to the Customs of the Natives the Drawer is always responsible without Limitation of Time, provided it accompanies a written Refusal from the Person on whom it was drawn. The Custom amongst European residing in India and those Natives subject to their Laws, this Deponent saith that it is usual to con

to

to the prescribed Rules to Bills of Exchange, is established under the Governor in whose they reside and more he saith not to this or to the last Interrogatory.—

Joseph Shaw Ex.r

Subscribed & Sworn

Between The united Company of Merchants of England trading to the East Indies by Major Generals Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esq.rs Governor and Council of Fort St. George Complainants and Charles Floyer Esq.re Defendant

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Mayors Court at Madraspatnam }

Henry Sewell Merchant of Madras aged Twenty Nine Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was sworn the fifth Day of July One Thousand Seven Hundred and Ninety eight and at the Office of Mr Henry DeRoy who is Attorney for the Complainants Casavah my Servant who also left them a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being duly sworn and examined deposeth as followeth

1st To the first Interrogatory this Deponent saith that he does not know the Complainant Major General Sir Archibald Campbell K.B. in this Cause, but he doth know the Complainant Mr John Holland in this Cause and that he hath so known him about Six Months and that he doth know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about Six Months and that he does not know the Complainant Mr Robert Mounsell in this Cause and that he does not know the Defendant Mr Charles Floyer in this Cause, and more he saith not to this first Interrogatory.—

11th To the Eleventh Interrogatory this Deponent saith that he is well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange, in different Parts of India, and further saith, he is a Resident of Madras and says that in Case any Bills of Exchange are refused acceptance upon being presented for that Purpose, and also if not paid when they become due by the Persons on whom they are drawn and who may have accepted them, that it is usual to note, or protest such Bills for Non Acceptance, and always Customary to protest such Bills for Non Payment and to return them to the Persons from whom they have been received. This Deponent saith that in Case such Bills of Exchange are not protested for

for Non Payment and returned by the first convenient Opportunity to the Persons from whom they have been received. That this Deponent does consider the Parties concerned in such Bills of Exchange discharged from any Responsibility thereon in Consequence of the Holders neglect take the necessaries and further saith that such is the long established Custom of Merchants in England, and believes that it has been by adjudged Cases admitted and more he saith not to this or to the last Interrogatory

Joseph Shreve

Henry Seavell

Sworn

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs Governor and Council of Fort St George Complainants and Charles Floyer Esqre Defendant

Mayors Court at Madraspatnam

On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

Henry Redhead of Madras Merchant aged Twenty eight Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Seventh Day of July One Thousand Seven Hundred and Ninety sworn and examined at the Office of Mr Henry Dalrymple who is Attorney for the Complainants by Casamayor my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent and afterwards on the same Day being sworn and examined deposeth as follows

1st To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him from the Time of his Arrival in India as Governor of Madras and that he doth know the Complainant Mr John Holland in this Cause and that he hath so known him since his late Arrival in India as Councellor and that he doth know the Complainant Mr James Henry Casamayor in this Cause and that he hath so known him about Ten Years and that he doth know the Complainant Mr Robert Mounsell in this Cause and that he hath so known him about Seven or eight Years and that he doth know the Defendant Mr Charles Floyer in this Cause and that he hath so known him about eight Years and more he saith not to first Interrogatory

11th To the eleventh Interrogatory this Deponent saith that he is well acquainted with the Usage and Practice of Merchants

Merchants relative to Bills of Exchange in different Parts of India, and further saith, that he hath been resident principally at Madras and says, that in Case any Bills of Exchange are refused Acceptance upon being presented for that Purpose, and also if not paid when they become due by the Persons on whom they are drawn and who may have accepted for Non Acceptance and likewise for Non Payment and to return them to the Persons from whom they have been received. This Deponent saith, that in Case such Bills of Exchange are not protested and returned immediately to the Persons from whom they have been received that he believes the Drawers of such Bills of Exchange are agreeably to the commercial Laws of England discharged from any Responsibility thereon, but doth not recollect a Case exactly on point in this Country. This Deponent saith that he conceives and such in fact is the Case in England, that the Holder of such Bills of Exchange by Reason of this Neglect does lose his recourse on the Remitter thereof but cannot immediately recall to his Remembrance an Instance in this Country and further saith, that such is the established Custom of Merchants in England, but doth not recollect if such has been by adjusted Cases admitted, and more he saith not to this or to the last Interrogatory.

Joseph Shaw Esq.

Henry Redhead

In Mayors Court at Madraspatnam

Between the united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mowatt Esqrs Governor and Council of Fort St George Complainants and Charles Floyer Esqr Defendant On the Part of the Defendant

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

James Innes Merchant of Madras aged Thirty Nine Years or thereabouts being produced as a Witness in this Cause on the Part of the Defendant was on the Second Day of July one Thousand Seven Hundred and Ninety Sworn and Examined at the Office of Mr Henry Dudley who is Attorney for the Complainants by Casawabamy Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same Day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about four Years and that he doth know the Complainant John Holland in this Cause and that he hath so known him about since his last Arrival in India and that he doth

Merchants relative to Bills of Exchange in different Parts of India, and further saith, that he hath been resident principally at Madras and says, that in Case any Bills of Exchange are refused Acceptance upon being presented for that Purpose, and also if not paid when they become due by the Persons on whom they are drawen and who may have accepted for Non-Acceptance and likewise for Non-Payment and to return them to the Persons from whom they have been received. This Deponent saith, that in Case such Bills of Exchange are not protested and returned immediately to the Persons from whom they have been received that he believes the Drawers of such Bills of Exchange are agreeably to the commercial Laws of England, discharged from any Responsibility thereon; but doth not recollect a Case exactly on Point in this Country. This Deponent saith that he conceives and such in fact is the Case in England, that the Holder of such Bills of Exchange by Reason of this Neglect does lose his recourse on the Remitter thereof but cannot immediately recall to his Remembrance an Instance in this Country and further saith, that such is the established Custom of Merchants in England, but doth not recollect if such has been by adjusted Cases adjudged, and more he saith not to this or to the last Interrogatory.

Joseph Shaw Esq.

Henry Redhead

Between The united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell K.B. John Holland James Henry Casamayor and Robert Mounsell Esqrs. Governor and Council of Fort St. George Complainants and Charles Floyer Esqr. Defendant

On the Part of the Defendant

Mayors Court at Madraspatnam

Depositions of Witnesses taken in this Cause by and before the Examiner in this Court as followeth

James Innes Merchant of Madras aged Thirty Nine Years or thereabouts, being produced as a Witness in this Cause on the Part of the Defendant was on the Second Day of July one Thousand Seven Hundred and Ninety Signified at the Office of Mr. Henry Dudley who is Attorney for the Complainants by Casawah my Servant who also left him a Note of the Name Title and Place of Abode of the said Deponent, and afterwards on the same Day being sworn and examined deposeth as followeth

To the first Interrogatory this Deponent saith that he doth know the Complainant Major General Sir Archibald Campbell K.B. in this Cause and that he hath so known him about four Years and that he doth know the Complainant John Holland in this Cause and that he hath so known him about since his last Arrival in India and that he doth

600

doth know the Complainant Mr. James Henry Casamayer in this Cause and that he hath so known him about eight or nine Years, and that he doth know the Complainant Mr. Robert Mounsell in this Cause and that he hath so known him about eight or Nine Years and that he doth know the Defendant Mr. Charles Sleyer in this Cause and that he hath so known him about eight or Nine Years and more he saith not to this first Interrogatory.

To the Eleventh Interrogatory this Deponent saith that he is well acquainted with the Usage and Practice of Merchants relative to Bills of Exchange in different Parts of India and further saith that he hath been Resident at Calcutta and Madras and acquainted with the Practice of Merchants there, and other Parts of India and that in Case any Bills of Exchange are refused Acceptance upon being presented for that Purpose, and also if not paid when they become due by the Persons, or whom they are drawn and who may have accepted them, says, that in Case of Bills being refused Acceptance when presented, it is the Practice with Bills that have a Time to run to Payment, to note them and give Notice to the Parties concerned, of their being refused Acceptance. The Bill remained in the Merchants Hands until the Period at which it would fall due for Payment and if not then honored, protest is made for Non Acceptance and Non Payment and such Protest with the Bills, are

601

immediately returned to the Person from whom they came, that in all Cases when a Bill is payable at Sight which he this Deponent conceives, comprehends the Limitation of three Days, if not paid, the Practice is to protest such Bill and return it with the Protest, to the Person from whom it came within the Time above limited. This Deponent saith that in Case such Bills of Exchange are not protested and returned immediately to the Persons from whom they have been received, agreeably to the Practice as above stated, it frees the Drawer and Endorsers from all Responsibility in Case of the Failure of the Drawers, but he, this Deponent conceives, that the Principal of the Bill without Recourse to charges, Interest or Charges may be recovered of the Drawer if it should appear that such Bills was not duly returned happening from Accident and further saith that in all Cases of Neglect to observe the Laws prescribed to Bills of Exchange, the Person committing such Neglect, is alone responsible and this Deponent hath always understood it to be similar to the Practice established in England and would consequently be admitted in a Court of Justice and more he saith not to this or to the last Interrogatory.

James Amos

Joseph Shaw Ext.