VOL-56

(51-1203)

Appear. And Your Orator shew that the said Charles Floyer did grant and give to the said Vachavoy Juggapatty Rauje 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 diffrent Receipts as by Copies thereof hereunto annexed marked Nos. 6.7.8.9.10.11.12 may morefully Appear and Your Orator shew that after his Arrival at Masulipatanam aforesaid, the said Charles Floyer did make other Settlements with the said Vochavoy Juggapitty 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 Sums 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 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 Reciever 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 Orators said Presedent and Council by your Orators said Chief and Council at Masulipatnam signed by their Secretary thereunto annexed marked No 13 May morefully 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 Ten Madras Pagodas, paid by the said Vachavoy Juggapetty 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 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 Settlement 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

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 fours 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 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 Sums 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 Orators, under the said Chief and Council the Sums 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 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 Orators shew that the said Charles Floyer has given your Orators 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 Orators said Presidents and Council by your Orators said Chief and Council at Masulipatnam signed by their Secretary thereunto annexed marked No 13 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 Ten 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 Settlement 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 herein before 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 Juggapetty 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 Juggapetty 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

wherefore

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 Sums 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° 4 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 in 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 Sum 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 Orators 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 thereat: 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 Juggernaut Row otherwise Juggapah was or was not largely indebted to your Orators, 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

Bills of Exchange or any and which of them and from whom and how did he receive the same, and whether the said Condraigula Juggernaut 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 Seventy 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 Juggernaut Row otherwise Juggapah your Orators were credited in the Factory Cash Account therefor, or when else were they credited for the same or any part thereof, And whether, when your Orators were so credited, the said Charles Floyer did or did not take and receive from the said Condraigula Juggernaut Row otherwise Juggapah a Bill of Exchange therefor or his Vakeel Chelacalapoody Siteramniah 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 Juggernaut 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 number of the Council of Masulipatam did or did not purpose an enquiry into the State of the Circumstances of the said Condrajula 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 Zemendar 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 him and each of them, or whether they and each of them did or did not account for the sumes 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 their 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—

Aj Dalrey
Chas Baker
Atts for the Compt

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

Wm Webb
Mayor

32

N 1

The Chief Minute and the Boards Resolutions thereupon entered 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 Asistance 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 exigences 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.t Secy

true Copy
Wm DeRuy
Chas Baker
Attorneys for Compt.

N 2

Extract from the Minutes of Consultation dated the 24th 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 &c.a 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 Asistance 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 &c.a —

(A true Extract)
Robert Clerk
Dep.t Secy

Exam.d M. J. Smith

true Copy
Wm DeRuy
Chas Baker
} Attys for Compt.

N 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 Mahall

		Masulipatam Farms and Mavally Lands	Chahar Mahall Zemindary	Antravede Farm	Nillapellee Farms	Total Balance
		₱ f c	₱ f c	₱ f c	₱ f c	₱ f c
1786 May 1	Balance due on Acct of the Several Farms		20397-25-52	250-9--		20647-34-52
	One Sixt due				1833-12--	
31	Cash received		3300--	250-9--	1833-12--	
	Balance		17097-25-52			17097-25-52
June 1	One Sixt due	22550--				
30	Cash received	22550--	5765-23-32			
	Balance		11332-2-20			11332-2-20
July 1	One Sixt due			250-9--		
31	Cash received			250-9--		
	Balance		11332-2-20			11332-2-20
Augt 1	Three Sixth due for		10198-30-66			
			21530-33-6			
31	Cash received		18131-10-64			
	Balance		3399-22-22			3399-22-22
Sept 1	One Sixt due	2887--			1833-12--	
		2887--	3399-22-22		1833-12--	
30	Balance					24107-34-22
Octr 1	One Sixt due			250-9--		
		2887--	3399-22-22	250-9--	1833-12--	
31	Balance					24358-7-22
Novr 30	Balance					24358-7-22
Decr 1	One Sixt due	28875--				
		57750--	3399-22-22	250-9--	1833-12--	
1787 31	Balance					62233-7-22
Janry 1	Sixt due this day for			250-9--	1833-12--	
		57750--	3399-22-22	500-18--	3666-24--	
31	Balance					65306-28-22
Febry 28	Balance					65306-28-22
March 1	Sixt 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					78805-11-13
April 1	Sixt due for		23797-11-74	250-9--		
		71248-19-21	27196-34-16	750-27--	3666-24--	
30	Cash received	52108-34-68				
		19139-20-38	27196-34-16	750-27--	3666-24--	
	Balance					50753-33-54
May 1	Sixt 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	Sixt due	28875--	3399-22-22			
		42514-20-38	33996-6-60	750-27--	5500--	
30	Cash received	5500--				
		37014-20-38	33996-6-60	750-27--	5500--	
	Balance					77261-18-18
July 1	Sixt due			250-9--		
		37014-20-38	33996-6-60	1001--	5500--	
	Total Balance due by Juggopah on the 1st July 1787 when he was dispossessed of the Farms & Chahar Mahall					77511-27-18

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

36

N 4

Dr Vachavoy Juggapitty Rauze Zimindar of Addapore in Account with the Company from 30 June 1786 to 10 June 1787 in Mr Kleyer's Administration on Acct of Settlements by Mr Williams

1786 July	17	To Cash paid into the Company's Treasury on Account of his Tribute was Adjusted in Mr Williams Chiefship Thro Chacravandala Addapah at this Place		8000	
	18	To Do		1000	
	21	To Do		2000	
Augt	20	To Do		2000	
	21	To Do		3000	
	25	To Do		7400	
	26	To Do		1000	
	27	To Do		600	28000
		To Amount of 2 Drafts to be paid in favor of Circuit Committee drawn by the Chief and Council			
		In 6th September delivered them at Seyyamatporam		1200	
		13th Do	Do	2200	
		14 Do	Do	4150	
		28 Novr	Do	2200	9550
		To Amount of 15 Drafts to be paid in favor of Charles Kleyer Junr Paymaster at Samulcotah drawn by the Chief			
		In 11th Sept. Delivered him		1500	
		11 Do	Do	2000	
		15 Do	Do	2700	
		17 Do	Do	2300	
		26 Novr	Do	1000	
		21 Janry 1787	Do	5000	
		23 Do	Do	1000	
		11th March	Do	2500	
		15 Do	Do	10500	
		17 Do	Do	1000	29500
		To Amount of Draft to be paid to Mr Yeates drawn by the Chief on 28 Novr 1787			1000
Decr	15	To Ready Money delivered into the Cash at Masulipatam		1369. 1.15	
	6	To Do	Do	6300	
	13	To Do	Do	1000	
	15	To Do	Do	3500	
1787	16	To Do	Do	600	
Janry	21	To Do	Do	1000	
March	2	To Do	Do	2000	
	10	To Do	Do	7000	
	19	To Do	Do	6000	
	26	To Do	Do	1000	32969. 1.15
				M Pagodas 101019 1.35	

true Copy
Wm Duffey
Chas Baker
Attorneys for Complainants

1786 June	30	By Cash Credited in to the Company's Cash Account in part of Juggapetty Rauze's Revenues in Mr Kleyer's Administration as p his Receipts on Account of the Settlement made by Mr Williams			142118.30.30
					13781. 5.50
Augt	20	By Do			8850
Septr	2	By Do			6988
	24	By Do			7200
Novr	13	By Do		2900	
	30	By Do		3000	
Decr	2	By Do		4000	
	12	By Do		3500	
1787	17	By Do		4929	18329
Janry	9	By Do			6000
	30	By Do		5000	
March	9	By Do		14000	
	20	By Do		2980	
	26	By Do		6672. 1.15	28652. 1.15
	31	By Do			

By Order
Signd Andw Scott Secy

Examind Wm Harington

M Pags 101019. 1.35

38

N5 Masulipatam 26th June 1786

Received Rajah Vachevoy Juggapetty Rauze Bahader Zumindar of Peddapore into the Honble Companys Cash the Sum of Fourteen Thous and two hundred and eighteen Madras Pagodas thirty fanams and thirty Cash on the following Account —

On Acct of his Amcam of the Tribute of the Merwasee Villages	4487.. 3.. 35
In part of his Agreement for Madras Pag 12.7969..22..40 dated 27 April last	9731.. 26.. 75
Madras Pagodas	14218.. 30.. 30

(Signd) Charles Floyer
Chief

In Council 24 Decr 1787

A true Copy
(Signed) Andrew Scott Secy

true Copy
HJ DuPuy
Chas Baker
Attorns for the Compt

N6 Masulipatam 20th August 1786

Received of Rajah Vachevoy Juggapetty Rauze Bahader Zumindar 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 12.7969..22..40 dated 27 April last

(Signed) Charles Floyer
Chief

M Pay 13781..5..50

In Council 24 Decr 1787

A true Copy
(Signd) Andw Scott Secy

true Copy
HJ DuPuy
Chas Baker
Attns for Compt

N7 Masulipatam 2 September 1786

Received of Rajah Vachevoy Jaggapetty Rauze Bahader Zemendar 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 12.7969..22..40 Dated 27 April last

(Signd) Charles Floyer

M Pay 8850..--

In Council 24 Decr 1787

A true Copy
(Signd) Andw Scott Secy

true Copy
HJ DuPuy
Chas Baker
Attorns for Compt

N8 Masulipatam 24th September 1786

Received Rajah Vachevoy Jaggapetty 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 12.7969..22..40 dated 27th April last

(Signd) Charles Floyer

M Pay 6988..--

In Council 24 Decr 1787

A true Copy
(Signd) Andw Scott
Secy

true Copy
HJ DuPuy
Chas Baker
Attorns for Compts

40

№9

Masulipatam 13th Novr 1786

Received of Rajah Vacharoy Jaggapetty Rauze Bahader Zemendar of Peddapore into the Honble Companys Cash the Sum of Seven Thousand and two hundred Madras Pagodas in part of this Agreument for Madras Pagodas 127969-22-40 dated 27 April last

(signed) Charles Floyer

M Pag 7200—

In Council 24 Decr 1787

A true Copy

(Signed) Andw Scott
Sect

true Copy
H J DuPuy
Chas Baker
Attorns for Compts

№10

Masulipatam 9 January 1787

Received of Vacheroy Jaggapetty Rauze Bahader Zemendar of Peddapore in to the Honble Companys Cash on the following Dates the Sum of Eighteen Thousand Three hundred and Twenty Nine M Pagodas in Part of his Agreement for Madras Pagodas 127969-22-40 Dated 27th April last

1786 November	30th	2900
December	2d	3000
	12	1000
	17	3500
1787 January	9	1929
		M Pag. 18329

In Council 24 Decr 1787

A true Copy
(Signed) Andw Scott
Secy

(Signed) Charles Floyer
Chief

true Copy
Herh DuPuy
Charles Baker
attorns for Compts

№11

Masulipatam 30th January 1787

Received of Rajah Vacheroy Jaggapetty Rauze Bahader Zemendar of Peddapore into the Honble Companys Cash the Sum of Six Thousand Madras Pagodas in part of his Agreement for Madras Pagodas 127969-22-40 Dated 27 April last

(Signed) Charles Floyer
Chief

M Pag 6000—

In Council 24th Decr 1787

A true Copy
(signed) Andw Scott
Secy

true Copy
H J DuPuy
Chas Baker
Attorns for Compts

№12

Masulipatam 31 March 1787

Received of Rajah Vacheroy Jaggapetty Rauze Bahader Zemendar of Peddapore into the Honble Companys Cash on the following Dates the Sum of Twenty eight Thousand Six hundred and fifty two M Pagodas One fanam and fifteen Cash in full of his Agreement for Madras Pagodas 127969-22-40 dated 27 April last

1786 March	9	5000
	20	11000
	26	2980
	31	6672-1-15
		M. Pag. 28652-1-15

In Council 24th Decr 1787

A true Copy
(signed) Andw Scott

(Signed) Charles Floyer
Chief

true Copy
H J DuPuy
Chas Baker
Attorns for Compts

42

N 13

D.r Vachevoy Jeggapatty Rauze zemindar 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 — Cr.

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	as p his Receipt dated 29 March 1787	16655.—
	29	To D.o	13655		
April	13	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	as p his Receipt dated 1 June 1787	30000.—
	14	To D.o	5000		
	15	To D.o	8000		
	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		5000.—
	6	To D.o	D.o		500.—
					5500.—
					36000.—
					M.Pag.s 80810.—

Ex.d Wm Harrington

Attne Copy
Wm Balfour
Sec.y

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

March	31	By D.o	6982.34.65
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 Zemindars Account and what was carried to Cash Account in Mr Floyers Administration Credit ought to be given more in the Cash to the Zemindar	9653. 1. 15

M.Pagodas 80810.— —

By Order
(Signed) Wm Scott
Sec.y

true Copy
Wm Dubey
Chas Baker
Attorns for Complts

HH

To Mr William Balfour — No

Secretary to the Board of Revenue —

Sir

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

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

2nd . . on Accounts of Mr Floyers Settlement

The first Account Comprehends payments made on Account of Mr Williams's Settlement from July 1786 to 28 March 1787 Amounting to Mr Pagodas 104019 . 1 . 15 for which Mr Floyer Accepts are produced and although Sums Corresponding to that Amount are entred in the Books to the Credit of Juggapetty Aauze on Account of Mr Williams Settlement yet it will appear from what follows that no more than the Sum of Madras Pag 94367 . have actually been Credited out of the Sum of P 104019 —

The Second Account Comprehends payments made on Account of Mr Floyer Settlement from 21 March to 18 June 1787 Amounting to Mr 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 Coorlewnty Venatachellum P do 5500 . . .

Mr Pag 80810 . . .

Receipts are also produced by Juggapetty Aauze for the above Sums . Yet Apparently Credit is Only given in the Companys Cash Account for Mr Pagodas 71156 . 34 . 65 The Amount Short Credited therefore to that Gentlemans is Pagodas 9652 . 1 . 15 of which upon Reference to the Papers Submitted to my Examination the following explanation is given —

The last Receipt granted by Mr Floyer to Completer Mr Williams's Settlement of 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
		Pag 28652 . 1 . 15 Amt

of the Original Payments for which this Receipt when granted it is said by the Vakeel of Juggapetty 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 Zemindar 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 Juggapetty Aauze were brought to Account Examined their Accounts of Receipts from which the Credits given to Juggapetty Aauze in the Cash Account Viz —

Dr

Receipts by Mr Floyer Junr & Westcott from Juggapetty Aauze and Acquittance on account of the Bill on Coorlewnty Venatachellum —

On the 21 March Mr Floyer Junr Rec'd from the Zemindar		3000 . . .
29th Do . . Do . . Do		13655 . . .
11 April . . Do . . Do		16655 . . .
Total Received by Mr Floyer Junr from Juggapetty Aauze		33310 . . .

29 May Mr Westcott Received from the Zemindar from the 5th to

19 May	30000 .
29 May	6000
The 9th & 10 June . .	6000 . . . 42000 . . .

There was delivered at Masulipatam on the 6th & 30 June in part of Bill on Coorlewnty Venatachellum . . . . . 5500 . . .

80809 . . .

Cr

Credits to Juggapetty Aauze in the Book

26 March Received from Mr Thos Floyer Junior		3000 . . .
Deduct bad Pagodas Returned to Juggapetty Aauze		20 . . .
D Credited to Juggapetty Aauze in the Cash Acct		2980 . . .
31 D Received in Ready money . . .	1655 . . .	
Advanced the Paymaster of Ellore . .	10000 . . .	
D . . the Paymaster of Samulcotah	2000 . . .	
D Credited to Juggapetty Aauze in the Cash Acct		13655 . . .

NB This Sum is in Cash Account divided as follows

on Acct of Mr Williams's Settlement	6672 . 1 . 15
On Acct of Mr Floyers Settlement	6982 . 34 . 65
	13655 . . .

23 April Received from him in Cash 15855 . . .

Rec'd by the Paymaster of Samulcotah 800 . . .

16655 . . .

Deduct bad Rupees returned thinly Upon One of the Bags . . 1 60 . . 16595 . . .

D Credit to Juggapetty Aauze in the Cash Account 33230 . . .

NB The difference between the Amount Received by Mr Floyer Junior from and the Credits given to Juggapetty Aauze in the Cash Account to this day is owing to the Bad Pag returned as Cash as will be seen hereafter on the

30 April 59

7 June . . . . 20 79 One Pagoda is still Wanting and that is the Pagoda different in One of the Bags the Occasions the difference between the Sum taken from Mr Floyer Junior's Payments to Compleate Mr Williams Settlement & the Short Credit given to Juggapatty Aauze as Jd Amount the former being 9652 . 1 . 15 the latter P 9652 . 1 . 15

30 D Credit is given to Juggapetty Aauze in the Books for		35559 . . .
NB This Sum is made up as follows		
On Acct of Cash rec'd by Mr Westcott	30000 . . .	
On Acct of Coorlewnty Venatachellum Bill as mentioned by Mr Floyer	5500 . . .	
On Acct of bad Pag Returned out of the last payment from Juggapetty Aauze to Mr Floyer Junior	59 . . .	
	35559 . . .	
31 May Juggapetty Aauze is Credited in the Cash Acct being part rec'd by Mr Westcott		6000 . . .
D 7 June D . . D is Credited on Acct of bad Pag returned to him out of the first payment Made to Mr Floyers Junr		20 . . .
18 D . . D . . D is Credited for so much rec'd 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 Juggapetty Aavye by Mr Floyer Junior, Mr Pistiott and the Payment on Accounts of Coorlown Vencatachellums Bills have been Credited to him one Pagoda excepted and that the Sums taken to Complete Mr Williams Settlement Aug^t on the 26 March Pay 2980 . . .
31 D° 6672 1/2 1/15
M Pagodas 9652 1/2 1/15
were apart there of Consequently that the Short Credid of Pag^s 9653 1/2 1/15
Amount M Pagodas 9653 1/2 1/15 out of the Sum of Pagodas 104019 1/2 1/15 paid by Juggapetty Aavye on Accounts of Mr Williams Settlement. for which Mr Floyers Receipts are produced, and One Pagoda out of the Sum of — Pagodas 80810 paid by Juggapetty Aavye on Accounts of Mr Floyer's Settlement Aug^t out of that part of it paid to Mr Floyer Junior —

In further elucidation of the Explination given by Venkiah the Vakeel of Juggapetty Aavye. who Asserts that Juggapah Stopt for his Own use of the Sum of 9652 1/2 1/15 out of the Sum of Pag^s 104019 1/2 1/15 for which Mr Floyer granted a Receipts 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 Juggapetty Aavye and that as it stated in the Account to have been paid in on the 3 Dec^r 1786 Aug^t 5 December Ready Money delivered into the Cash at Masulipatam P 1369 1/2 1/15
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 Juggapetty Aavye's Payments to Mr Floyer Junr on Account of his Pattun Settlement Commenced —

Inno Sir
Your Obedient Servant
Tho^s Cochburn
Asst to the Revenue Department

Madras
10 Nov^r 1788

true Copy
W^m DuPuy
Cha^s Baker
Attys for Complts

Filed 15th 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 B John Holland James Henry Casamajor and Robert Maunsell Esquires Governor and Council of Fort S^t George Complainants —

The said Defendant by Protestation not confessing or acknowledging all or any of the Matters and Things alledged and Setforth on 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 Nine Madras Pagodas four fanams and Seventy Seven Cash is stated to have become payable from the Defendant to the Complainants by Virtue of certain Bills of Exchange received by this Defendant 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 Banpiah in the Name of Cultindee Vencatarama Aavyah on Causemandone Vencapah 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 Jaggernautron otherwise called Juggopat on

on Chelkalapoody Sittaramiah for the like Sum of Fifteen Thousand Madras Pagodas Payable to the Complainants at thirty days sights. And one other Bill of Exchange bearing date the Tenth day of June One Thousand Seven hundred and Eighty Seven drawn by Condoraigula Jaggirnaut Rao otherwise Juggapah on Chilkalapoody Sittaramiah for forty three Thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash payable to the Complainants 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 respectively becoming due and their being refused Payment no Protest or Memorandum 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 Publick 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 make 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 Honble 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 Customs 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 Honble 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 Council 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 Lone was by Vertue 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 Receivers
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 Esiblish=
=ments made Subject to the Controul and Managements of the Chief and
Council at each respective factory who together and not any of them se=
=parately 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 Complainant
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 thirteenth
of the following Month of June of which said sum of Thirty five Thou=
=sand Madras Pagodas there was a Bill drawn by Condraiguta 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 impress 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 devisible
from, or independent of them, of making any such Remittances whatsoever
&c

It was an Authority in the first place 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 Hon'ble Court. That he never did exercise such Authority and that he never did Accept any Bill of Exchange at Masulipatam on Account of the Complai=nants 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 Reso=lution 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 so=solicited or accepted of any delegated power or Authority as aforesaid, for the Sole acceptance of any Bills of Exchange whatsoever as a Remit=tance to Government, or on any other Account whatsoever. But this Defendant admits that it was the joint and indivisible 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 Members 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 poss=ibly 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 im=mediate 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 Hon'ble 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 Thirteenth 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 permis=sion 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 Complainants 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 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 or
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

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 Defendants 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 charlered 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 impof= =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 Defendants 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 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 Grevances 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 alternately 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 this

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 Defandant 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 Masulepatam, 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 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 Debts then due from the said Condraigula Jeggernaut 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 Responsibelity 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 Condaigula Jugger=naut=row otherwise 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 Condaigula Juggernaut=row 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 Seventy Eight Thousand Madras Pagodas which the Complainants say that this Defendant received from the said Condaigula 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 beginning of September the said Condaigula Jug=gernaut=row otherwise Juggapah Applied to this Defendant for the Loan

Loan of Seventy 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 Condaigula 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 Condaigula 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 Condaigu=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 referred 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 Sew 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 Order 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 Suits 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 Aon 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 Teeps 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 Transaction and from thence it must clearly appear that they could no way Deminish either the Fortune or Credit of the said Condraigula Juggernaut Aon 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 Aon 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 the 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 lessened 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 Juggernautron otherwise Juggapah did really owe this Defendant a Considerable Balance being upwards of Sixty Nine thousand Pagodas as this Defendant has before stated to the Honble Court in a Bill he filed against the said Condraigula Juggernaut Aon 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 Aon 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 here 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 same 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 Presedent 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 re=gardless 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 aboverementioned for Ten Thousand Madras Pagodas each which had not been paid and for the purpose of fully explaining to this Honble Court that those 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 Juggernaut Row otherwise Juggapah for the Discharge of them all, he informed this Defendant that the said Cashevadoss 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 Cashevadoss he replied that Cashevadoss had determined not to grand any more Bills on the Presidency at a Batta or Exchange of Ten ℔ Ct 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 of 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 Cashevadoss that he the said Cashevadoss 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 Cashevadoss 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 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 & Cullendu Ancatarama Aayjoo 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 Defendant 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 Appear 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 thes 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 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 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 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 Auncatarama 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 hereafter 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 thes 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 these 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 rights 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 Juggarnautrow otherwise Juggapah was ever Dubash or head Servant to this Defendant on the Contrary he says that during the 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 Juggarnautrow 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 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 Zemindars 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 Bill 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 this Defendant Applied to to grand the Official Receipt constantly granted on every Occasion when 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 Presidents 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 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 proper Entries that the usual Official Entries was made in the Complaints Books of Account by Crediting the Zemundars 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 Juggernautrow 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

sai=

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 Zemendars from whom he had received the Amount 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 Zemmdars 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 Bahadur Mascomdar and Sarsersdatadar of Rajamundry Circar to Chelacalapoody Seataurumiah Dated Jaista Bathoola Dasamy Somavareram" 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. Hodges 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 avert 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 Quick 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 20,000 "or 30,000 Pagodas I will Pay the same agreeable 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. Desowja. 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 adopting 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 Payment 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 otherwise 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 precisely true and this Defendant further Answering saith and he hopes fully to prove to this Honble Court that the said Condraigula Juggernautrow otherwise Juggapah had been for several Years in the Custome 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 otherwise 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 annexed 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 otherwise 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 about that time transmitted by the Chief and Council at Masulipatnam to the Board of Revenue at Fort St George who in a 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 otherwise Juggapah on Account of Two Years Allowance due to him from the Complainants for his Family Merashee 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 otherwise 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 Complainant 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 and 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 Meerashees 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 Arrange-
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 erroniously 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 arison 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 &c
Strictly Conformable to the Established Practice of the Service
And he has before also fully answered to the charge so often
Dwelt 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 &c
Denies And this Defendant further Answering Says that
in reply to the Suggestion of the Amount of the said Bill of
Exchange or any part of it not being paid to the said Condrai=
=gula Juggernaubrow Alwarwise Juggapah. The best Answer
this Defendant can produce and which must be a full and
Compleate Answer to every possible charge of that Sort is a Letter
and Statement of the said Condraigula Juggernaubrow Alwar=
=wise Juggapah 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 Alwarwise Juggapah 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 Alwarwise Juggapah 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 &c Instrumental in such Distresses if such Distress did really &c exist as well as having ever entered into any Engagement to pay the said Condraigula Juggernaubrow Alwarwise Juggapah the Sum of Fifty Thousand Madras Pagodas or any other Sum of Money to &c 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 inefficiency 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 Residency 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 Drawers 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 avowed 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 Sufficiency 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 - 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 taken 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 proue 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 Juggernautrow otherwise Juggapah. for sums which he had clandestinely 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 Juggernautrow otherwise Juggapah was not his Dubash. but the said Dubash or Interpreter 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 Juggernautrow otherwise Juggapah was in his Debt. and he took this method of liquidating the same as most easy and convenient to the said Condraigula Juggernautrow 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 Rists to the Complainants And that this Defendant did otherwise render assistance 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 conceives 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 Pagodas 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 Account 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 Juggapetty Rauze 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-Rauze or any other Person on their Account that the said Condraigula 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 Jemmendars 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 Rauze 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 Condraigula 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 Juggupetty Rauze on their Account and not accounted for by this Defendant he fully trusts he has entirely done away every Iota of the Demand the -

Complainants

Complainants have set up against him and humbly prays that he may be hince 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 Pretence 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 undoubted facts. This Defendant Says and the Complainants representatives will not deny it that almost immediately after his taking Charge of that Chiefships he brought forward for Lequidation a very large Balance which he found to be due from the Zemindars 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 Meerashies 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 Assignments of Twelve and a half per Cent on the Zemmendars in that district all the 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 Current Pagodas. Thirty four fanams and fifty five Cash; the Settlement made during this Defendants Chiefship with the same Zemmendars 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 Sixty 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 Superiors 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 Records 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 hince 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 Chief & Council at Masulipatam

Gentlemen

It appearing by the last Report of your Probable Receipts and Disbursements, that you will have upwards of One Lace 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 Lace 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

Alexander Davidson &c
Council

Fort St George
26 March 1787

Dr. Charles Floyer Esqr in Account Current with Condrai

1784			Curr.t Ps	Fs	C	M Rs	F	C
April	th 6	To Cash lent you on Bond dated this day bearing an Interest at 12 P Cent P Annum	1710			1554	19	51
1786								
April	th 30	To Cash paid you in part of my Promisary Note for Current Pagodas 33856 .. dated 15th of this Month payable on Demand	13856			12596	13	7
May	12	To Cash paid Vineatarumelly 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.a 33856 .. by a Devedent made to the Nabobs Creditors of 1¾ P Cent	2748	27	10	2498	31	16
	24	To Cash paid your Butler Ninapah				50		
	27	To Cash paid to Ellore Vineatanarsoo his Bill for Long Cloth				95		
		To Cash paid for laying Tappal Pallanqueen Boys for Messrs Truman & Conyer				121	5	5
June		To Cash paid you in further part of my said Promisary Note for C Pag.a 33856 .. by a Sett of Bills on England granted by W.m Floyer Darvalle for £2380 .. 7 .. 5 dated 15th April 1786	5770	25	16	5246	3	22
	10	To Cash paid Mrs Floyer by your Order being in further part of D.o	550			500		
	..	To Cash paid M.r Cook by your Order being being in further part of D.o	2310			2100		
	..	To Cash paid to Ninapah Mutteo and Cutte their Pay for May				9		
		Carried Over	26945	10	26	24826	30	21

Cr. ...ula Juggapah Puntaloo

1786								
April	15	By Cash for the Amounts of Nabobs New Conso. Redated Bonds brought of you this Day at Discounts 10 P Cent that being the Discount Settled with our Mutal Consent by Veerapurmal at Madras Aug.t 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 @ 8 P Cents P Annum for ..... 33856 .. My Bond granted to you this Day Payable in Twelve Months with Interest at 8 P Cents P 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				16189		
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 Viz.t One Years Interest due 15th April 1787 on my Bond Payable in Six Months @ 8 P C.t P Annum ..... 2708 .. 17 .. 22						
		One Years Interest due 15 April 1787 on my Bond Payable in One Year @ 8 P C.t P annum 2708 .. 20 .. 22	5416	37	26	4924	20	75
		Carried Over	109310	17	2	165178	37	68

		Current Rupees	f	C	Madras Rupees	f
1786	Brought Over	26945.	10	26	24826..	30
July 14	To Cash for the Amount of a Bill drawn by the President 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 Promisory Note for C.R. 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 Credetors this Day of 1¾ ₱ Cent	2748.	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 part of said Promisory Note	2025.	19.	31	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 1¾ ₱ Cent to the Nabobs Creditors paid you by a Bill from the Presidency 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 Cashewadoff 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	12	64
February	25	To Cash paid Mr Cook for your House Expences by your Order				500		
March	6	To Cash for a Bill given by Gordersloss to you on my Account dated this Day				20000		
	10	To Cash paid Mr Cook for your House Expences 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 Darvall				650		
April	6	To 3 Years Interest on the Principal of your Bond to me for C P. 1710 dated 6th of April 1784 at the rate of 12 ₱ C ₱ Annum	615	21	18	559	22	73
			36181	21	18	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 P ₱ C 73128	37	34	M P ₱ C 66480	34	3
	"	To Cash due to you in full of his Accounts Current for which I have given you my Promissory Note dated this payable on Demand	7363	4	9			
			73128	37	34	73843	38	11
		Current ₹ Madras Pags	109310	17	2	165478	37	68

Masulipatam 30th April 1787

Errors Excepted

₱ Condraigula Juggernaut Row

A true Copy

J Walker for Leg & Spencer } attors for Defts

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

Dr.

N3

Account of his Farms

Cr.

1786 August	31st	To 6 Kists for Phazullie 1195 due this Day but which had never been before Collected — between the Succeeding Year as farming 2/3 of the Revenues of that Year from any of the Zemindars or Renters of Zemindars	16483		
September	25	To 2 Kists of the Present Year due on the 25th March and 25th April 1787 on the undermentioned Revenue devided into 9 Kists	6410. 2		
		1/3 Parts 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		
		Payable in 9 Kists 3205-1 Each Kist			
		To Charity Allowance for this Peccuny year for Phazullie 1196	174-18		
		To Annual Sum for the Payment of the Apparoos 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 5th first Kists	26250		
		December 1 Second Kists	26250		
		1787 March 5th Third Kists	26250		
				78750	
		Nellapillee			
		To 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 stead 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	5000		
	17th	By Do	4700. 29 73		13978. 21 61
		By Annual Murafsy in lieu of the Murafsa for September 1785 and September 1786			20000
April	3	By the Amounts of the following Bills Viz.t			
		One by Coorleventee Vencatachellum upon Chellacapoody 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 Venialaram Rauze on Causenadonny Venacapah in favor of Do	10000		
		One by Gerder Doss in favor of the Chief and Council Payable in 30 Days from 24th April for	10000		
		One by Cojah Bagaram in favor of Do Payable in 20 Days from 24th April for	5000		
		One by Nadonnony Ramanajee Roydoo Gomastah of Mundree 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. 23. 19
		Carried Over			103832 14

102

1786 Sept	25	Brought Over		113149	34
		Antravecedee			
		To 3 Kists due on the following Dates Viz^t			
		1786 October 1 Second Kist	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

E. E. 30 April 1787

J Condraguntaut Row

a true Copy

P Walker for Self & P Spencer } Atty for Defendants

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
(Signed) Wm Balfour
Sy

Examd M J Smith

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

N 5

Statement of the Sums Delivered to Condraygula Jaggernautrow 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 Rows-dincy.

Mendapatty Ragonautrauzey of Coriondah		2700	
Row Comard Vencatarow Zem of Pettapore		5909	9
Vasindy Vencatadry Naidoo Zem of Nundigamah		5000	
Condraygula Juggernaut Row Renter of Masulipatam Farms &c brought to Cash Account	5000		
Deducting for so much paid into the Treasury in ready Money by Mhadeva Dos Sowcar	1100	3900	
Mucca Vencatah Narsinwarow Apparow Zem of Nozeed		7157	26 25
Reddy Mungapatty Doo Zem of Palavaram on Account of Tribute	1529 23 3		
Ditto of Murapy	3647 34 72	8177	21 75

Carried Over

Brought Over . . .				
Reddy Vyiagopaul Doss 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	867..31..32			
Ditto of Murasy	1132..4..48	2000.		
Madras Pag		13283.	4	77.

N B 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 Reddy wars which had been contenced to me and thereby I should be accountable to the Company in behalf of the said Zemindars for the Amount had I not Supplied Mr. Floyer with so Considerable a Sum as is Expressed in my Account Current with him N 1 I should have lequidated as well as the Sum marked thus ⊙ to the Company. However he Mr. Floyer was pleased to place the said 13283..4..77 to the Credit of the said Zemindars &c. by the reason expressed in my Petition Dated 15th August last.

(Signed) C Jaggernaut Row

Masulipatam
20 September 1787

A true Copy
A Scott
Secry

A true Copy
D Walker for
Sol. D. Spencer
Att. 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..4..77 Pagodas I hope the Accompanying Statements will fully explain the Subject."

N 6 F 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

26 June 1786				
Received of Condraigulah Jaggernaut Row Ramurroo Renter of a part of Masulipatam Farms and Rawtly Lands &c being in part of 5 Kists of his Rent due 1st Instant by a Sett of Drafts payable at Madras	20000			
Accounts Current Fort St George being for a Sett of Drafts dated 25 Instant drawn by Condraigula Jaggernaut Row Ramurroo on Chelacalapoody Sitaramadoo in favor of the President 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 Augt 1786

Account Current Fort St George

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

1 Sett dated 13th July last in favor of Mr Prescott paid the 4th Instant ..... 2000..

1 Ditto Dated 4 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 Juggernaut Row Ramissoo Chelacapoody Seetaramaiah ..... 10000..

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

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

30th Augt 1786

Cash Balance ..... 7381.. 61 12330. 1.. 2

31 August 1736

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 Rists 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 Rists for Pheyelly 1195 exclusive of 12½ p.t Cent ..... 16483....

2d Sept.r 1786

Cash Balance 1156.15.13 17410. 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 1448. 7..

Received of Condraigula Jaggernaut Row Ramarsoo Renter of Masulipatam Farms 1 & 2 in part of the first Kist Due 25th September 1786 ..... 1277.27.68

1425.34.32

Account Current Fort St George

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

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

Ditto Mans Leforestier for 1 Sett Dated 7 January last in favor of James Worley 2220.32.58

Ditto Do for 1 Sett Dated 16 Decr last in favor of Job Bulman 80.32.58

Ditto Ditto for 1 Sett Dated 15 Janry 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 Do for 1 Sett dated 29th Decr last in favor of Chas Bromley ..... 300.. 1277.27.68

6 March 1787

Cash Balance ..... 148. 6.11 1448. 7..

NB No Entry is made on the 5th March 1736 of received or paid —

416.27.50

9 March 1787

Cash Balance			148.	6. 11	1513.	1. 6
Borrowed from Charles Floyer Chief	2810..					
Received of Juggapully Rauze	5000..					
Received of Condraygula Juggernaut &c. Ramurroo Renter of Masulipatam Farms &c. in part of his 1st Rent due 25th September 1786	5000..					
Received of Caldendee Trippetty Rauze	2100..					
			14910..			
			15058.	6. 11		
Deduct Disbursements entered this Day			15000..			
11th 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 Condraygula Juggernaut Row Ramurroo Renter of Masulipatam Farms &c. in part of his first Rent due 25th Sept 1786			1700.	29. 73		
			9191.	12. 8		
Paid in part Charles Floyer Chief his Money borrowed from him			1700.	29 73		
			1490.	18 15		
Advanced W A Dobbyn Paymaster 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..
31 Decr 1786		12758. 8. 32
Paid Charles Floyer Chief this 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		2500..
31 Jany 1787		
Paid Charles Floyer Esqr Chief this money borrowed from him		2500..
3d Febry 1787		
Borrowed from Chas Floyer Esqr Chief		1044. 9. 64
5to 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..
25 Febry 1787		
Borrowed from Chas Floyer Esqr Chief		5250. 32. 58
28 February 1787		
Paid in part Charles Floyer Chief this Money Borrowed of him		1755 25 30
		18033 34 61

9 March 1787			
Borrowed from Charles Floyer Chief	2810		
17 March 1787	20843	34	63
Paid in part Charles Floyer Chief this Money borrowed from him	4700	29	72
9 March 1787	16143	4	68
Borrowed from Mr Wescott Rupt 1500			
Ditto from Mr Floyer	2216		
13 April 1787	18389	4	68
Paid back Mr Floyer on Account of money borrowed of him	2216		
15 April 1787	16143	4	68
Borrowed from Charles Floyer Esq Chief	2450		
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 Accounts of Money borrowed of him	450		
23d April 1787	16143	4	68
Paid back Charles Floyer Esq on Accounts of Money borrowed of him	5345		
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 Floyers 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 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 Casmajor and Robert Maunsell Esqrs. Members of their Council at Fort St. George aforesaid Complainants to the Plea and Answer of Charles Floyer Esq. 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 at 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 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 at 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 at 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.o 1 is Annexed unto the Defendants Answer — But all tho' 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 absurd 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 inconsistent with each other — whereby the Defendants seeks to justify his having taken the said Bills of Exchange from persons, or 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 thereof 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 Masulipatam, 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 different 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 bun 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 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 Contrevance, 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 busines, 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
contriving, at the drawing of the said three Bills of Exchange, by and thro the means of the
said Condraigula Jaggernaut Row otherwise Juggapah, at the 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 Gordordoss
for the Amount of a Teep procured by the said Condraigula Jaggernaut Row otherwise
Juggapah, payable to him the Defendant, [illegible] 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 Gordordoss 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

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 Chiefship 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 Condrai-
gula Jaggernaut Row otherwise Juggapah, to pay his arrears to these Repliants, because,
at the 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 Teeps
by Hasharadoss and the Sum of Seventy two thousand two hundred and Sixty Rupees or
Twenty thousand Madras Pagodas, for a Bill on Banares drawn by Gordordoss, 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

Sixe 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 Juggapahs 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 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 are 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 ever, 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 Peishs, procured by the said Condraigula Jaggernaut Row otherwise

otherwise Juggapah, from Rashava Dofs, 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 Centum 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 Chiefship

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 ——— cation 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 Teeps procured by Condraigula Jaggernaut Row otherwise Juggapah from Kashavadoss, in favor of the Defendant, were not paid at the time they became due ——— That Kashavadoss 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 Kashavadoss afterwards declained to draw Bills for the Amount of his said Teeps, 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 Teeps ——— 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 Kashava Doss declained to grant any more Bills on the Presidency at Batta or Exchange of ten per Cent ——— But, that he the said Kashava 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 Teeps, 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 Kashava 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 Kashava Doss three Teeps ——— And the Defendant then upon these premisses 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 Kashava Doss, either could not or would not pay the amount of these Teeps ——— 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 ——— at the 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 Juggapa his 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 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 private 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 rauze, 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 Callindee Vencatarama rauzes on Cauvenadone Vencapah — The Circumstances of which Bill at the 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 occation, 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 Callinder 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 Cullinder 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 prelence 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 entrusted 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 Interpriter 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 Vencataraylоо in his life time, this Vencataraylоо 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 — There 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 Cabuliats, 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 Vencataraylоо - 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 Scristadar 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 therefrom, 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 these Repliants 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-mahapetty 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 noyed 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 Vyzagopalldoo 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 Vyza 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 — Zemeendar 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 Polavaram 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 Narsuna Doo for Two thousand Madras Pagodas on Account of Current Jammabundy — making to gether 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 underwably 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 Stated 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

other 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 becomeing 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 thes 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

Defendant

Defendant 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 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 develope the intri=cacies of the said Defendant and the said Condrigula Jaggeriah and How 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 a 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 Chelacalapoody Setteramaih at Madras under date of the thirteenth of July One thousand seven hundred and Eighty Seven, and which Shews that a Demand of means 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 pay 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 requere 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 Repleants say, that altho' the said Condrigula Jaggernaut Row otherwise Jaggapah might for several years have been in the Custom of drawing Bills of Exchange in favor of these Repliants or Presidency upon the same person, These Repleants do deny what the Defendant hath said, that they had all been duely paid, except those 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 misfeasance 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 set forth by them in their said Bill by the 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 Jaggernaut Row otherwise Jaggapahs Credit was so bad, thro these and other 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 where he was about to leave Masulipatam, can come under the discriptions of a 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 Complaint -

And these Repliants say, that the Account annexed unto the Defendant Answer as a Statement of Accounts between the said Condrigula 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 Juggapah, 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 justified 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 Juggernaut 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 default 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 Juggernaut 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 directfully 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 damnified and injured - And these Repliants do maintain the Charge of Misfeasance and breach of Trust allodge 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 Zemindars, 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 Condraegula Jaggernaut Row otherwise Juggapahs 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 lies, after his arrival at the Presidency, of these Repliants, to keep concealed from them, the real state of insolvency, in which the said Condraegula 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 Condraegula Jaggernaut Row otherwise Juggapah was indebted to them in so large an Arrear and that the Defendant also pretended that the said Condraegula 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 knew 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 Zeal 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 him at my departure, on "Account of the Masulipatam Farm, exclusive of the lesser ones of &c "Nellapella and Antravidie was little more then 8000 Current Pagodas "and for his further and last Rents 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 Rents of the new Settlement for Charmaticall 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 Deligent Colours, He the said Defendant was also Temporizing 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 have "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 had 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 Complaint from a Shew of the influence he had at the Presidency Pury the Demands they then thought they had upon him with Repliant and hope, certainly, that the future enquiry he apprehends be in to the whole of the Transactions of the said Bill of and of the other matters now alledged against him, might by the judge means be delayed during the Presidency of the Defendant in Indi 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 sundry Six hundred and fifty two Madras Pagodas one fanam thirteen Cash and Interest thereon as by them in their Bill Charged which 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 Vischavoy Jaggapetty Zawza by the said Defendant, and therefore, that they, these Repliants are further Damnified 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 Releivable 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 Bahadur Zemindar of Pettapore on to 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

(Signed) John Spalding
Secry

A true Copy
true Copy
HJ DuPuy
Atty Repliants

Masulipatam 10th June 1787

Received of Rajah Veneata Narsemma Apparow Bahador Zemendar of Norzeed, 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 302606. 3. 14. but not included in his Cabooliat.

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.o Scott Secy

Received 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
Zamia by the said Defendant, and therefore, that they, these Repliants
are further Damnified 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 Tow Bahadur Zemindar of Pottapore 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

(Signed) John Spalding
Secry

A true Copy
true Copy
HJ DuPuy
Atty Repliants

Mr. Pags 5909.9

Masulipatam 10th June 1787

Received of Rajah Vencata Narsimma Apparow Bahador Zemindar of Norsest, 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 30000 Pagodas which he Agreed to pay in the Course of January and February last, on Account of old Balance of Pagodas. Op 2.66. 3. 14. but not included in his Cabooliat.

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.m Scott Secy

Masulipatam 10.th June 1787

Received of Reddy Vinea Gopaldoo 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

atrue Copy
(Signed) A.w Scott Jeez

true Copy
Hy DuPuy
Atty Repliants

M Pag.s 5286.. 31.. 61

Masulipatam 10.th June 1787

Received of Reddy Vinea Gopauldoo for Gootala into the Honble Company's 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

M.s C.. 3151.. 24

Masulipatam 10.th June 1787

Received of Mondapauty Ragonaut Rauza Zemendar of Corondah into the Honble Companys Cash the Sum of Two thousand and Seven hundred Madras Pagodas on Account of Current Jamabundy -

(Signed) Charles Floyer Chief

M Pag.s 2700

atrue Copy
(Signed) A.w Scott Jeez

true Copy
Hy DuPuy
Atty Repliant

Masulipatam 10.th June 1787

Received of Reddy Mungapatty Doo Zemindar of Polavaram 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

M Pag.s 5286.. 31.. 61

atrue Copy
(Signed) A.w Scott Jeez

true Copy
H DuPuy
atty Repl.t

Masulipatam 10.th June 1787

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

(Signed) Charles Floyer Chief

M.s C.. 3151.. 24

atrue Copy
(Signed) A.w Scott Jeez

true Copy
Hy DuPuy
Atty Repliant

Inlet 1.st 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 Hollond 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 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 of 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 Residences 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 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 Indea 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 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 or 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's own, and virtually acknowledged thay 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 meerly 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 waiving 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 thay 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 or 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 Councel as they were had been in any former Chiefship, 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 & intended by the said Minute he does absolutely Deny that he Solicitated or used any means whatever to induce the said Council to delegate & 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 Delegation and any such Delegation on their part & must be altogether useless but he owns he did urge them in the most & pointed manner in his said Minute to make every possible Remittance & 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 & 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 & Absolutely denies that the Bills taken every any of them either drawn or & 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 & 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 & 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 & had been before regularly paid as they become due and the Repliants & President in Council at Fort Saint George had approved of their being

taken.

taken - And this Defendant denies that the said Juggapah Puntaloo is so much in Arrear with the Repleants as they have Stated in their Bill of Compt. but the Balance really due to them is stated in this Defendants Answers, but allowing that he was as much in Arrear as the Repleants 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 Remittance, he was nothing in fact more than the Carrier of Money Received by him on the Repleants 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 Repleants 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 Repleants can ever do away 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 Repleants 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 then 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 Responsible for it that his Predecessors. And this Defendant further Says that it is well known the Said Juggapah has been long 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 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 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 Repliants President in Council at Fort Saint George addressed to their Chief and Council at Masulipatnam as well as by virtue of the appointments they severally held, it was not the Individual duty of this Defendant. but the Joint and undivided Duty of the whole Council together to Demand the Debt of the said Juggapah 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 them &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 enter into any Money Transactions with the said &c
Juggapah to this Defendants own private benefit and Advantage and
to the Prejudice 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 Singularety 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 Transacteons 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 bonafide 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 endruce the said
Juggapah to allowd 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 posessing
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 Disavowd 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 embarrased his Circumstances and therefore the
Arguments drawn from his Embarrasments lose much of

is

and this Defendant obsolutely denies that any Transactions he every 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 this Defendant has already insisted that the Same were all charges for Money or otherwise full Value 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 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 Avow that he did not by any means Consider the Bargain any way profitable to him & or 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 Gevinces 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 realezing 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 evere 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 Defenfendants 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 Honble Court. And this Defendant further rejoining Says that

that the real and true Stated 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 Jaggested by the Repliants but which this Defendant

Defies

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 & Pagodas each ever regularly received approved and accepted by the Council of the Repliants at Masulipatam in the same manne 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 of Exchange drawn by Paupiah was not known of by the or Repliants Council untill its being returned as it is well known that it 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 & would have it 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 inserts 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 inserts 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 Presidency 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 on the other Members of Council at Masalapatam. 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 did 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 Defendants 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 public 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 untill 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 thus 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 the same 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 Saint 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 Senior 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 Companys 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 &
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 &
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 &
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 &
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 Repliants Service and is so interwoven 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 &
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
Joining Says and insists that it is the buseness of the Repliants
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 wall 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 Reple -cation 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 wherely 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

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 beging 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 New 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 or 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 to Security added to the Security; and if the acceptors were Responsible 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 Others 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-ants Interest with other harsh Expressions on account of his not doing what he could not do cannot Surely be Supported as this Defendant humbly presume 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 &c 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 conceave the Defendant would have written the Letter above referred - and therefore so far it operates in t

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 Juggapetty 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 Hondle 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 or 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 preasely alledged. and all those are drew away by this Defendants Answer and the Exhebits 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

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

D. Walker
for Self & 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 Havelly Lands Charmahal,
Zimundary, Antowideu 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

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 Chiefships by means of your being so imployd 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 President 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 Chiefships 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 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 Pawelly Lands, Charmahal, Antwedie and Nillapilla 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

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 President 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 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 Havelly Lands, Charmahal, Antivedie and Nellapulla 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 Maselipatam— 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 Calinder Veneatarama Aaujoo, at Masulipatam, in favor of the said President and Governor and Council 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 Accounts 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 Jaggernautrow otherwise Juggapah, and why and for what Accounts 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 unto the said Defendant, the said Sum of Fifteen Thousand Madras Pagodas or any and what Sum — 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 entered 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 Settaramiah 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 haae you heard or been informed whether the said Condraigula Jaggernaud 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 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

County

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 debited, 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 Defendants 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 Zemundars 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 Ditto — 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 Causenaudone Veneapah in favor of the said Presidents 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 Condraugula Juggernaut 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 Condraugula Jaggernaut 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 Quistion 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 —

By DuBois
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 Archebald Campbell Knights 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 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 thereabouts 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 —

2 ..... 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 + + Condraigula Juggernaut Row otherwise Juggapah in the Proceedings of this Cause named, and that the said Condraigula Juggernaut Row otherwise 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 publick 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 Antrevidu, 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 Managment 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 disbursed 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 Complai- nants 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 Depo- nent 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 opportunity of a general knowledge of the Defendants concerns. and further saith. that he doth know of money dealings and transactions between the said Condraigula Jaggernaut 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 untill 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 Amounts during his said Chiefship 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 Chiefship. 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 Havelly Lands. Charmahal. Anteveedy and Nellahilla 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 Juggernaut Row
otherwise Juggapah a certain Bill of Exchange drawn by Coldenda
Vencatarama Rayjoo at Masulipatam, in favor of the said Presi-
dent and Council at Fort St George aforesaid, for the Sum of —
fifteen Thousand Madras Pagodas upon Cauvenadam Vencapah
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 Jaggernaut Row otherwise 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 public 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 otherwise
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 otherwise
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 otherwise 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

otherwise

otherwise Juggapah in part of a Sum of thirty Thousand Pagodas
Lent by the Defendant to the said Condraigula Jaggernaut
Row otherwise 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 Coldendee Ven-
-catarama Rajoo at Masulipatam on Cauvenadone Vencapah
at Fort St George in favor 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 otherwise Juggapah drawn by the said —
Condraigula Jaggernaut Row otherwise Juggapah at Masulipa-
-tam, 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 Selleramiah at Fort
St George, and further saith, that he believes the said Chelaca-

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 Soucar 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 Sum 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 Setteramiah. 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 understand 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 Defendants 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 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 Interogatory —

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 Causenadone 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 Setteramiah. 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 Setteramiah 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 Interogatory —

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 and 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 these receipts and issues, this Deponent kept Memorandums and every day or two carried them to the Defendant for his inspection, and it was from those memorandums the Defendant had the regular Cash Account made out this Deponent saith as soon as the Defendant inspected the Memo. so kept by this Defendant destroyed them as useless, and this Deponent begs leave to observe that the Public Books kept by the Chief and the Complainants public Servants Juggapah was very seldom looked into by this Deponent and more he saith not to this last Interrogatory —

(Signd) Arth. Cooke

Joseph Shawe
Ex

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 Runchant 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 Archebald Campbell Knight of the Most Honble Order of the Bath their Presidents 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 Senior Merchants 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 Rentas and Revenues of the Districts and Countries under the Management 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 Zemendars and & Renters of the Countries and Districts under the said Factory or & Settlement of Masulipatnam for the Rents and Revenues by them & 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 Distrcts 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

Counsell

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 &c 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 ——— 5.th 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 Caldindy Vencatarama Rayer in favor of the Honble Governor & and Council on Cauveraudom Vencapa under the date of the 5.th 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 Condrai =gula Jaggonaut Row in favor of the Honble Major General Sir Archibald Campbell K B President and Governor &c of Fort Saint George on Chelacalapoody Shesharamiah 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 Jaggonaut Row in favor of the Honble Sir Archibald Campbell K B. the President and Governor &c Council of Fort St George on Chelacalapoody Seetaramiah 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 Madas 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 ——— 6.th 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 Complai =nants 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

favor

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 Cheefship 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 Defendants leaving or giving up the said Cheefship 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 &c 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 &c Necessity of taking the said Bill of Exchange of Forty three Thousand two hundred and Eighty three Madras Pagodas four &c 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 &c 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 &c and for what Cause Consideration and Value was you informed or given to believe or did you believe at the time you was so &c Informed – and now do know or believe that the same was &c 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 &c 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 Cheefship 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 Cheefship deliver in to the said &c

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 N.o 4 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 whether 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 Rodges
William Augustus
Dobbyn
Samuel Statham
and
Andrew Scott

11. Do you or do you not know Condraigula Jagga naut Row otherwise Juggapah in the proceedings in this Cause named If ye how long have you so known him was or was not the said Condraigula Jaggernaut Row otherwise Juggapah renter or Farmer of certain Districts under the Management of the said Chief and Council at Masulipatam aforesaid Called Havally Lands, Chamahal Zemindary - antevedu Farm and the Farm of Nellapilla, 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 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 wheeh - Was or was not the said Condraigula Juggernaut Row otherwise Juggapah by virtue of his Office as the Complainants Interpreter at Masulipatam aforesaid or otherwise authorized and appointed by the Complainants or by them 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 Copey 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

them thereon 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 Zemendars 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 Suggernaud Row otherwise Suggapah in favor of the Complainants President and Council aforesaid - If yea or whether the Bill of Exchange marked C. whereto you have been Intorrogated 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 Zemendars and Renters for the sums thereon Acknowledged to have been paid and for the purposes thereon 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 thereon 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 -

Whither 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 - - - 16.th 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 or Defendant or by the said Council called upon to deliver in any or 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
Willison Augustus
Dobbyn Samuel
Stathem and
Andrew Scott - - - 17.th Whove 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 the Caldendee Vencataram Ranjoo Acknowledge or deny that he had or drawn the Bill of Exchange marked A on Cauvenadone 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 paying 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 Chelacaleporddy Setteramiah 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 Compt. President and Council at Fort Saint George to protest Bills of Exchange for non Acceptance or non Payment Declare ——

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 Defendants 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 N.o 1 N.o 2 - 5 - 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 Accounts aforesaid - Look at the Several Exhibits now Shewn to you at this the time of your Examination marked N.os 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°4 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 Vachavay Juggapatty 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 thro the means of Vencayah 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 &c
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 — 20th 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 &c
which of them — Look at the Exhibit now Shewn to you at this the time
of your Examination marked N15 N17 To Wit N15 purporting to be a
Receipt from you for the Sum of Sixteen Thousand Six hundred and &c
fifty five Madras Pagodas on Account of Rajah Juggaputty 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 N16 for the like
Sum of Sixteen thousand Six hundred and fifty five Madras Pagodas
on Account of the said Rajah Juggaputty 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 N17 — purporting
to be a Receipt from George Wescott to the said Raja Juggaputty
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 been 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 Juggaputty Rauze Zemindar of
Peddapore, and whether on Account of the Defendants Settlement with the
said Rajah Juggaputty 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 —

— — — 21st Look at the Exhibits N18 and N19 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 &c
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 Juggaputty Rauze Zemindar of Peddapore
have you Seen the said George Wescott write, have you Received &c
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 &c

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 Defendants 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 Vacharay 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 Defendants as Chief of the Council
of Masulipatam or unto the said Chief and Council there the Several
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 Vacharay 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 Vacharay 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
Debbyn 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 Dos Sowcar - 24th Did you or did you not at Masulipatam or were
some time and when - in the month of September or when give a
Peep 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 Peep
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 Payment 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 Jeep 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 & 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 Jaggernaus 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 Vercia Gomastah to Gurdee Dofs Soucar

25th Was you or was you not Gomastah to &c Gurdee Dofs Soucar at Masulipatam in the year One thousand Seven &c hundred and Eighty Six and in the year One thousand Seven hundred and Eighty Seven. If ye do you know whether the said Gurdee Dofs did or did not at Masulipatam aforesaid. some time in the Month of September One Thousand seven hundred and Eighty Six or when give 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 Gurdee Dofs did 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 Gurdee

Dofs

Dofs did Receive back the said Jeep after payment thereof and from whom-
and what is becme of the said Jeep as you know and have been informed —
What do you know was the Custom of the said Gurdar 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 Gurdar Dofs
Did or did not some time in the month of March One Thousand Seven hundred
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
Payable to the said Charles Floyer or to whom and at whose desire
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 Jeep 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 Meleolm
J. Fergusson
Wm. Brown
R. Kinchiant
} Commissioners

Dr. Vachavoy Juggapetty Rauze Zemindars of Peddapore in 1787 in Mr. Floyers Administration on Account of

1786 July	17th	To Cash paid into the Companys Treasury on Account of his Tribute was adjusted in Mr. Williams Chiefship thro Chacravadanlo Reddapah at this Place		8000 " "	
	18th	To Do		4000 " "	
	21st	To Do		2000 " "	
Augt	20th	To Do		2000 " "	
	21st	To Do		3000 " "	
	24th	To Do		1400 " "	
	26th	To Do		1000 " "	
	27th	To Do		600 " "	
		To Amount of 2 Drafts to be paid in favor of Covenanted Committee Drawn by Chief and Council			24000 " "
		Sept. 6th Delivered them at Juggernautporam		1200 " "	
		13th To Do		2200 " "	
		14th To Do		4150 " "	
		28th Novr. Do Rajahmundry		2200 " "	
		To Amount of 4 Drafts to be paid in favor of Charles Floyer Surr. Paymaster at Masulipatam Drawn by the Chief			9550 " "
		Sept. 11th Delivered them		1500 " "	
		14th To Do		2000 " "	
		15th To Do		2700 " "	
		17th To Do		2300 " "	
		26th Novr. Do		1000 " "	
		21st Jany. 1787 Do		5000 " "	
		23d Do Do		1000 " "	
		11th March Do		2500 " "	
		15th Do Do		10500 " "	
		17th Do Do		1000 " "	
		To Amount of Draft to be paid to Mr. Yeats Drawn by the Chief on 28th Novr. 1787			29500 " "
					4000 " "
Decr.	5th	To Ready Money Delivered in to the Cash at Masulipatam		1369. 1. 15	
	6th	To Do Do		6500 " "	
	13th	To Do Do		4000 " "	
	15th	To Do Do		3500 " "	
1787	16th	To Do Do		600 " "	
Janr.	21st	To Do Do		1000 " "	
March	7th	To Do Do		2000 " "	
	11th	To Do Do		7000 " "	
	19th	To Do Do		6000 " "	
	26th	To Do Do		1000 " "	
					32969. 1. 15
					M. Pagodas 104019. 1. 15.

I have Received this Paper
James Hodges

I have read this Paper
A. Scott

Dobbyn
Saml. Statham

Account with the Company from 30th June 1786 to 10th June 1787 Settlement by Mr. Williams

1786 June	30th	By Cash Credited into the Companys Cashe Account in part of Juggapetty Rauzes Revenues in Mr. Floyers Administration as P Receipts on Account of the Settlement made by Mr. Williams		14218 30. 30.	
				10785 5 50	
				8850 " "	
Augt	20th	By Do		6988 " "	
Sept.	2d	By Do		7200 " "	
	24th	By Do			
November	15	By Do	2900 " "		
	30	By Do	3000 " "		
Decr.	2d	By Do	4000 " "		
	12th	By Do	3500 " "		
	17th	By Do	4929. " "		
				18329 " "	
1787 Janr.	9th	By Do		6000 " "	
	30th	By Do	5000 " "		
March	9th	By Do	4000 " "		
	20th	By Do	2980. " "		
	26th	By Do	6672. 1. 15.		
				28652. 1. 15.	
				M. Pagodas 104019. 1. 15.	

By Order
/ Signed / Andr. Scott Secr.

A true Copy
Examined Wm. Harington

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

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
Alx Scott

I have read this Minute
James Hodges
Wollyn
Samuel Statham

Extract from the Plea and Answer of Charles Floyer Ats 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 Esqrs Governor and Council of Fort Saint George.

№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 Meerasey. also a Sum in Account of his late Farms which were Disbursed by him for Mr Floyer as it is Expressed in his / Jaggernaut Row / Petition Dated 4th August 1787 but brought to Cash Account on the 10th June 1787 and for which Amount his Jaggernaut Rows Bill was Transmitted to the Presidency.

Mondapetty Ragonautraeze Zemendar of Coriondah		2700	.. ..
Row Comara Vencatarow Zemendar of Peddapore		5909	9 ..
Vasseriddy Vencatarey Naidoo Zemendar of Nundigamah		5000	.. ..
Condraegula Jaggernaut Row Renter of Masulipatam			
Farms &c brought to Cash Account	5000		
Deducting for so much paid into the Treasury on Ready Money by Mhadeva Dofs Sowcar	1100	3900	.. ..
Macca Vencatah Narsinvaroo Opparow Zemr of no Zeed		7157	26 21
Reddy Mungapally Doo Zemr of Palavaram an Account of Tribute	4529 23 3		
Do of Merasey	3647 34 72	8177	21 75
Reddy Vezagapaul Doo for Gootalah on Acct of Tribute	4790 21 69		
Do of Merasey	3647 34 72	8438	19 61
Reddy Narsinvadoo for Collapilla on Accounts of Tribute	867 31 32		
Do of Merasey	1132 4 48	2000	.. ..
Madras Pagodas		43282	4 77

NB With Respect to the above Related Sums Excepted 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 Mr. 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 Peddy 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 Mr. Floyer with so Considerable a Sum as is Expressed in any Account Current with them Mr. I should have Liquidated as well as the Sum Marked thus to the Company. However he / Mr. Floyer / was pleased to Place the said 43283. 4. 77. to the Credit of the said Zemindars &c. by the Reason Expressed in my Petetion Dated 4th. August last.

Masulipatam
20th September 1787

/ Signed / C. Jaggernaut Row

I have read this Paper
James Hodges

atrue Copy
P. Walker for self and
A. Jas. Scott
Wobbyn Secry

Samuel Statham
True Copy

I have read this Paper
G Taylor
Dept Secr.

Masulipatam 30th June 1786

Received of Rajah Vacheery Jaggapetty Rauze Bahader Zemindar 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 Meorafsy Villages. ... 4487. 3. 35.

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

Madras Pags 14218. 30. 00.

C. Floyer Chief

Masulipatam 20th Augt 1786

Received of Rajah Vacheery Jaggapetty Rauze Bahader Zemindar 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 Inpart of his Agreement for M.P. 27969. 22. 40 Dated 27th April last.

Charles Floyer Chief

M.P. 13781. 5. 50.

20 1786

Masulipatam 2d Sept.r 1786

Received of Rajah Vacheevy Jaggapetty Ranze Bahader Zamindar of Peddapore into the Hon.ble Companys Cash the Sum of 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.s Cash 8850.

Masulipatam 24.th Sept.r 1786

Received of Rajah Vacheevy Jaggapetty Ranze Bahader of 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.s P.s 6988.

Masulipatam 13.th Nov.r 1786

Received of Rajah Vacheevy Jaggapetty Ranze Bahader of 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.s P.s 7200.

Masulipatam 9.th January 1787

Received of Rajah Vacheevy Jaggapetty Ranze Bahader Zemeindar 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	2950.	" "
December 2.d	3000.	" "
12.th	4000.	" "
17.th	3500.	" "
1787 Janry 9.th	4929.	" "
M.s Pagodas	18329.	" "

Cha.s Floyer Chief

Masulipatam 20.th January 1787

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

M.s Pagodas. 6000

Masulipatam 30.th January 1787

Masulipatam 31st March 1787

Received of Rajah Vachewry Juggapetty Rauze Bahader Zemindar of Peddapore into the Honble Companeys Cash on the following Dates the Sum of Twenty eight Thousand Six hundred and fifty two Madras Pagodas one fanam sixteen Cash infull of his Agreement for Madras Pagodas 127969. 22. 40. Dated 27th April 1786

1787 March 9th	5000.	"	"
20th	14000	"	"
26th	2980.	"	"
31st	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 or wt Mr. Floyers Administration on Account of his own Settlement — Cr.

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	12	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	
	15th	To Ditto	8000	Receipt Dated	
	19th	To Ditto	8000	1st June 1787	30000 " "
	29th	To Ditto	6000		
June	3d	To Ditto	3000	as Pr. this	
	10th	To Ditto	3000	Receipt dated 11th June 1787	6000 " "
					36000 " "
	30th	To Ditto Delivered in by Vencayah Vakeel at this Place on account of Vencatachellams Bill			5000 " "
	6th	To Ditto Ditto Ditto	500 " "		5500 " "
				Madras Pagodas	80810 " "

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

March	31st	By Ditto	6982. 34. 65		
April	23.	By Ditto	16595 " "		
	30th	By Ditto	35559 " "		
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 in Mr. Floyers Administration Credit ought to be given more in the Cash to the Zemindar		9653. 1. 15	
			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

Exd Wm Harrington
Sal Statham

By Order
Signed A. Scott Jung

Received this day from Ramahchendarador 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 Ramachendrador 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 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 Cobolcote for Madras Pagodas 182.22.37. Dated 12th Feby last

Madras Pagodas 6000

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

George Westcott

Samulcotah 1st 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 Cobolcote for Madras Pagodas 182.22.37. Dated 12th Feby last

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

Errors Excepted
J.G. Westcott

Received this day from Ramahchendanadoo 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 fifteen thousand Sixhundred and fifty five/16655/ which Compleates 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 Bahadur 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 Cobolete for Madras Pagodas 182. 22. 37. Dated 12th Feby last

Madras Pagodas 6000

The above Amount 6000 Madras Pagodas were prove 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 Cabolicete 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 Ramahchendaradoo 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

Samalcotah 18th April 1787

Received this Day from Ramachundradoo the Sum of Madras Pagodas Sixteen thousand Sixhundred and fifty five/16655/ which Compleates 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 Jeggaputty Rauze Bahadur 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 Cobolcete for Madras Pagodas 182.22.37. Dated 12th Feby last

Madras Pagodas 6000

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

George Westcott

Samulcotah 1st 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 Cabolicete 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
J.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 Juggaputty 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 fifty five/16655/ which Compleates 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 Jeggaputty Rauze Bahader Zemindar 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 Junier inpart of his Cobolcote for Madras Pagodas 182.22.37. Dated 12th Instt last

Madras Pagodas 6000

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

George Westcott

Samuel Cotah 1st 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 Cabolicote for Madras Pagodas 182.35/. 22. 37. Dated 12th Instt last

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

Errors Excepted
pr G. Westcott

Samuelcotah 11.th June 1787

Recvd of Rajah Juggapulty 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 Cobolcote 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 Cram Robert Malcolm Fenlay Ferguson Richard 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 Holland James Henry Casmayor and Robert Maunsel 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.

To Ditto ——— 3d Is or is not the Complainants Cash Account at Masulepatam aforesaid Debited for the several Sums in the said Receipts acknowledged to have been Received under the dates therein specified or when and whether for the Accounts in the said Receipts expressed or on any other and what Accounts. And particularly setforth whether Rajah Comara Maheputty Row Zemindare of Pettapore 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 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 setforth in Exhibit N°20 or on any other and what account —

And also whether Reddy Vezapauldoo 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 Accounts of Current Jemmabundy as Setforth in the Exhibit N°21 or on any other and what Account -

And also whether Reddy Vezia Gopaul Doo for Gortalah 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 two 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 setforth in the Exhibit N°21. or any other and what Account -

And also whether Reddy Vezia Gopaul Doo for Gortalah 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 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 Setforth in the said Exhibit N°22 or on any other and what Account -

And also whether Maundapauty Ragavah Rauze Zemindar 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 setforth in the Exhibit N°23 or on any other and what Account.

And whether or not is Reddy Mungapatty Doo & Zemindar of Palavaram Credited 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 N 24 or on any other and what Account-

And whether is or not Reddy Narrainvados for Cottaspilla 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 N 25 or on any other and what Account-

And whether is or not vasireddy Venkatadry Naida Zemindar of Nundegamnah credited in the said Cash Account under the Date of the Tenth Day of June One thousand Seven hundred and Eighty seven or when or in the Sum of Five thousand Madras Pagodas from him Acknowledged to have been Received under that Date by the Defendant in the Exhibit N 26 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 vore Ramurow Bau-hauder 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- 4th Look at the Paper writing marked N 28 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 Zemendar of Norgee 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 Vencatanarsima apparow Bahauder Zemendar of Norgee 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 or Acknowledged to have been Received under that Date by the Defendant in the said Exhibit N 28 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 Cabuliat 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 interogated, 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°28 being Five thousand two hundred and eighty five 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°28 being Seven Thousand one hundred and fifty seven Madras Pagodas Twenty six fanams and twenty one Cash make together the Sum of Forty three 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, whether 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 Amount 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 Defendants 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 Jemmebundy 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 or 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.J. Dupuy
Attorney for the Complainants

Rob.t Malcolm
R. Kinchant
William Brown
F. Fergusson
} 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 Kinchant Esq.re Senior Merchant in Honourable Company Service situated in the Pettah of Masulipatam by virtue of Commission issuing out of the Honourable the Mayor's Court to us & William Crau, Robert Malcolm, & Trinity Fargusson, Richard Kinchant 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 Casimayor and Robert Maursell Complainants and Charles Floyer Esq.re 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 10th of February deposeth as followeth.

Imprimis to the first Interrogatory this Deponant saith that he knows them, is an East 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 sending in the place by the premission 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 Condraigalas Jaggernautrows therwise
Juggapahe for about 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 Members
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 com-
pletely 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 consul-
ted 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 turns afterwards. the Witness again sais 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 Juggernaut-row 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 Vencatas Sign did acknowledge or deny his having drawn the Exhibit marked A upon Causinadone Vencatah 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. Floyers Appointment
the Witness was not in Station during his
Chief Ships or Mr. Floyer's.
Item to the 23d. Interrogatory this Deponant
saith he was not in Station.—
Item to the 24th additional Interrogatory this
Deponant hath already spoken.—
Item to the 25th additional Interrogatory this
Deponant saith he does not know Mr.
Floyers hand writing and believes the Exhibits
from 20, 21, 22, 23, 24, 25, 26, 27, 28 signed Charles
Floyer Chief to be his hand writing.
Item to the 32d additional Interrogatory this
Deponant saith he was not in Station on
the 10th of June 1787 nor does he recollect.—
Item to the 33d 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 Year's Settlement is expired
and the Agreement not fulfilled. Cahobit
is a Word newly come into one and means
the

the Yearly Settlement or Agruements 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 34th additional Interrogatory this
Deponant saith he was not in Station nor does
he recollect.—
Item to the 35th additional Interrogatory this
Deponant saith the meaning of the word Jam-
mabandy is a Settlement with the Zinzindars
and Cauch is an Agreement between the Zar-
tics.
Item to the 36th 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 resorted 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

Rot. Malcolm
F. Fergusson
Rt. Kinchant
} Commissioners.

William Augustas Bobbyn Gentleman residing
in Masulipatam third in Council aged forty two
being produced sworn and examined on the behalf
of the Complainants on Friday the 15th. of Fe-
bruary 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 2d. Interrogatory this Deponant saith
he was not at Masulipatam when Mr. Floyer
took Charge of this Settoment 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 &
filled that Station and that of second.—

Item

Item to the 3d. Interrogatory this Deponant saith that it
was indoubtedly the Chiefs office to receive the Rent
and Revenues of this District as Treasurer or Cash &
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 Know-
ledge. The Deponant further saith that he believes
the Chief gave Receipts and Discharges to the &
Zemindars so help.—
Item to the 4th. Interrogatory this Deponant saith that
the Chief was intrusted by his Council to procure &
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 5th. Interrogatory this Deponant saith
on the 22d. of April 1786 having Doubts in his &
Minds of Condraigala Juggurnautrow otherwise
Juggatah's Credit and as he Condraigala was in &
Debt to Government he the Deponant thought it
his Duty to express his Doubts in a Minute which
he sent to the Secretary in Consequence thereof he &
believes the Exhibits A B. to be two Bills which were

given

given in by Mr. Floyer in part of Condraigala Juggaurnautrow otherwise Juggatahs Balance substantiate his Credit and agreed to be taken by the Council as the Deponant was desirous of receiving any means of Reopening 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 not 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 cossulted 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 Desendants 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.
Floyer on the Eleventh that he the Deponant did not
examine it, therefore cannot say whether the Cash A/c
Account was debited or not for the Exhibit C.—
Item to the 9th Interrogatory this Deponant saith Mr.
Floyer 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 Rimainder of this Interro-
gatory the Deponant cannot say as the Conversation
between Mr. Floyer Hodges he was already mentioned
in Private.—
Item to the 10th Interrogatory the Deponant saith he
has known Condraigala Juggarnaickrow otherwise
Juggatah nearly twenty Years, he further saith
he

he believes he Juggapah was Renter and Manager
of the Country's mentioned, also that he was styled
during Mr. Floyers 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
Juggarnaickrow otherwise Juggapah never had
sent opportunity or Authority from the Presidency
or Chief and Council to receive the Revenues or
Rents of Zomindars 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 Zomindars 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 Juggarnaickrow 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.12. 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. Sloyers hand Writing, but on what Account he cannot say with Respect to the Exhibit N. 14 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 Zimendars, he does not recollect of any Appoint ment he has from the Chief and Council for that Purpose to the Remainder of the Interrogatory he does not recollect

Item to the 23. Interrogatory this Deponant saith that Condraigala Juggarnautrow otherwise 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 Conse quence 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 Circum stances 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 Zimindars 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 1st. Additional Interrogatory this Depo nant 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 No. 28 now showed 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 Zimindar 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 Refering 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.

Robt Malcolm
Robt Kinchant
Wm Brown
T. Ferguson

Commissioners.

A Dobbyn

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 Chiefs 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 11th. Interrogatory this Deponant saith he has known Covdraigala 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 Chiefs Receipts doth 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 Interrogatory this Deponant saith he does not know.

Item to the 19th Interrogatory 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. Floyer in the eight Exhibits No. 6.7.8.9.10.11.12.13. he believes to be Mr. Floyer's but further he does not know to this Interrogatory.

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

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

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

Item to the 4th additional Interrogatory 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 his present Settlement or agreement with the Company, he never saw the Original of this Exhibit, being absent and further he doth 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 understand 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
J. Fergusson
Wm. Brown
} Commissioners.

Sam.l Statham.

Indrew 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 Interogatory this Deponat saith he has known both Parties for many years.—

Item to the 2d Interogatory 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 Interogatory 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 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 Interogatory 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 Interogatory 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 Deponant knowledge, consult or advice with his Council with Respect to there Bills previous to be 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 Deponant cannot say at this Distance 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 Amount 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 preceding.

Item to the 7th Interrogatory this Deponant saith that he the Defendant did give up the Chief Ship of Masulipatam 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 Defendant 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 aforesaid Bill of Exchange previous to the same having been A taken. The Defendant did on the Evening of the Tenth or Morning of the eleventh of June one Thousand A 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 the 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 Wodges is specified the Amount to have been paid out of the Treasury on the tenth 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 A 11 shewn twice 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 Condraigata Juggarnautrow otherwise Juggapah for forty Three Thousand Madras Pagodas and upwards the Defendant gave no Information to Mr. Wodges 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 he was informed by a native Writer belonging to the Secretary's Office named Collapatrapoo Soolanadey that Mangapetty Zemindar of Patavarans 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 them under Confinement at Masulipatam. The Deponant was also informed by a Braminy named Ramiah the Vakeel of the Zemindar of Pattavarans 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 aboveaid 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 Pattavarans to the best of his Recollection on the Ninth and Tenth of June one Thousand Seven Hundred and eighty Seven — It was the Chiefs 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 Revenues.

Item to the 11th Interrogatory this Deponant saith that he knows Condraigalu 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 Congraigala 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 No. 3 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 doth 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 abready 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 & Zemindars and Renters within the Distracts Dependant on Masulipatam it is the Custom of the Chief to grant Receipts for Money received on Account of the Complainants Revenue and he does Conceive Receipts so given an 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 Signature, 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 Juggarnauthrow otherwise Juggapah and Roopiah the then Dewan of the Demindar of Muggatore and that the said Persons agreed that the Amount

on 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 Juggarnauthrow otherwise