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Rack No.

Shelf No.

Serial No. 18

General No. 12078

Supreme Court Series VI

Appeals & writs of Error & Certificates

Vol 36

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Saturday 26th November 1791

Present

Sir Charles Oakeley Baronet

William Petrie and John Hudleston

The Honble Major General William Medows

President in Council

Fort Saint George

The Honble the
Lords of Appeals } Between the United Company of
Merchants of England trading to the
East Indies by Major General Sir
Archibald Campbell K.B. John
Hollond James Henry Casamajor and
Robert Maunsell Esquires Governor
and Council of Fort Saint George —
Complainants —
and
Charles Floyer Esquire Senior Merchant
in the said Service Defendant. — — —

Office
of 1791
H. White
Clk

The humble Petition and Appeal of the above named
Defendant —

Sheweth

That

That the above Named Complainants
on or about the third day of February the Y
Lord one thousand Seven hundred and Eighty
and file a Bill of Complaint in the Worshipfull the
of Madraspatnam against your Petitioner a
setforth that their President and Council reposin
trust in the fidility of your Petitioner did appo
Chief of their Council at Masulipatam on the 5t
of may one thousand Seven hundred and Eighty
that on the thirty first day of the same Month
did assume the Charge thereof and became Vested
its powers and responsible Spirits duties that by
such his Appointment your Petitioner was Rece
the Revenues issuing out of the districts under the
Chief and Council of Masulipatam that he was
Keeper of their Cash and Cash Accounts of that
and that it was the Joint duty of their Chief and
at Masulipatam as well as at their other Factor
whenever they have occasion to remit any Bills o
Exchange to the presidency to be assured that the
thereof as well as the persons on whom they might
should be persons of Credit That your Petitioner

to draw to himself such the common duty of the whole
Council respecting Bills of Exchange did on or about the
Thirteenth day of June in the same year enter a Minute in
Council at Masulipatam wherein under pretext that the
Complainants were much in want of remittances at the
Presidency and stating that it would Expedite the same
if your Petitioner had power to accept Bills of exchange
Your Petitioner did propose he should be Vested with
Such power that the said Council did agree and did inform
the President in Council who did not disapprove thereof
That your Petitioner being Vested with such power as the
Complainants pretend at his own special Instance and
Request it became his sole duty to be assured that the
Bills of Exchange he should accept were drawn by and
upon persons of approved Responsibility and that by
Virtue thereof your Petitioner became Responsible for the
Amount of such Bills of Exchange in case the same should
Not be duly paid if your Petitioner should have issued
Money out of the Complainants Treasury for the purchase
thereof and your Petitioner further Sheweth the Complainants
in and by their said Bill of Complaint did also
discharge that it was the duty of your Petitioner as

Receiver

Receiver of their Revenues to bring to their Credit all
Monies received on their Account from the different
Zemindars and Renter of the said Districts that
Contrigulah Juggernaut Row otherwise Juggapah being
the Renter of some of their said Districts in the
Bill of Complaint set forth was during your Petitioners
Chiefship considerably in arrear and did to their
said Bill annex a pretended statement thereof
That their Board of Revenue at Fort St. George
did on the fifth of April one thousand Seven hundred
and Eighty Seven write to your Petitioner expressing
their uneasiness at such the Arrears due from the said
Condrigula Juggernaut Row otherwise Juggapah and
did direct that immediate measures should be taken for
the recovery thereof and further that some one of the
Members of their Council at Masulipatam knowing
the distresses of the said Condraigula Juggernaut Row
otherwise Juggapah did propose in Council an enquiry
into his affairs in order to save as much as possible from
the wreck of his fortunes and your Petitioner sheweth
that the Complainants in and by their said Bill did also
state that your Petitioner having in consequence of his
Appointment

Appointment subscribed to the oath required by the act of
the Twenty fourth of his present Majesty Chapter the 25th
it was his Duty to Avoid all pecuniary concerns with
their Renters and Tributaries but that your Petitioner
had notwithstanding received from the said Contrigula
Juggernaut Row otherwise Juggapah the Sum of Seventy
Eight thousand Madrass pagodas by certain Teaps on certain
Persons and at the several Dates in their Bill set forth
That the said Condraigula Juggernaut Row otherwise
Juggapah was not for the space of several Months
called upon for any payments on account of Rent due to
them the Complainants Although your Petitioner had
received orders for that purpose and was in duty bound to
obey them that the said Condraigula Juggernaut Row
otherwise Juggapah was much impoverished by reason
of the Large Sums of Money which they pretended were
expended for the purchase or procurement of the said Teaps
for the private account of your Petitioner and that he was
thereby rendered unable to pay off his said arrears or the
Amount of any Bill of exchange he might draw that
Although your Petitioner had received the Sum of Seventy
Eight thousand Pagodas on his private Account yet that

Your

Your Petitioner had pretended the said Condrigula Jugger=
=naut Row otherwise Juggapah was still in his debt
and your Petitioner sheweth that the Complainant in and
by their said Bill did further state that their President
and Council did about the Month of March or April one
thousand Seven hundred and Eighty Seven direct your
Petitioner and his Council to remit to them one Lack of
Pagodas and that in consequence it became your Petr.
duly to have paid especial care and attention that the
Bills of Exchange remitted should be drawn by and upon
persons of Credit but that your Petitioner altho he
knew that the said Condraigula Juggernaut Row otherwise
Juggapah was in arrears to the Complainants and so much
involved as to occasion the Minute above referred to yet
that your Petitioner did demand from him on or about the
Third day of may the Sum of fifteen thousand pagodas
and upon his the said Condraigula Juggernaut Row
otherwise Juggapah urging his enabelity to comply —
therewith that your Petitioner did propose to him to
procure a Bill of exchange for that the said Condrai=
=gula Juggernaut Row otherwise Juggapah did thereupon
apply to and obtain from Burpah a relation of Chindie
Vencalaram

Vencalaramaaure a Bill of Exchange on Causenaudam Vencapah of
Madras for the said Sum of fifteen thousand Madras Pagodas
but that the said Bill being remitted to the Presidency was
refused acceptance and returned to the Chief and Council of
Masulipatam that in consequence thereof your Petitioner
insisted that the said Bill was not accepted merely for want
of advice and therefore proposed it should be returned to the
President and Council as the Drawer Burpah had consented
not to receive the amount until the said Bill should have been
Accepted whereupon the said Bill was by the Council at
Masulipatam returned to the Presidency that the said
Bill was then accepted and although the Money to be
paid for the said Bill was not to have been paid until public
advice had been received of its having been accepted yet the
Money was paid before such public advice had been received
charging that the money was detained by your Petitioner
in part of his private account with the said Condrigula
Juggernaut Row otherwise Juggapah pretending that the said
Condraigula Juggernaut Row otherwise Juggapah was thereby
rendered incapable of remitting to his Vacheel Chekala=
=posdy Sitteramiah to be by him delivered over to the
said Causenaudam Vencapah for the purpose of discharging
the

the said Bill when due and expresly charging that no part of the said Bill was ever paid and the Complainants in and by their said Bill did further state that your Petitioner did again some time afterwards require the said Condraigula Juggernaut Row otherwise Juggapah to pay him another Sum of Fifteen thousand Pagodas on his your Petitioners private account and that the said Condraigula Juggernaut Row otherwise Juggapah being unable so to do your Petitioner did request of him to draw a Bill of Exchange for Fifteen thousand Pagodas in favour of the President and Council of Fort St. George to which the said Condraigula Juggernaut Row otherwise Juggapah did consent and did accordingly draw the same on Chechalapooty Sitteramiah at thirty days Sight that your Petitioner did receive the said Bill of Exchange and did issue the Amount thereof but did not pay the same to the said Condraigula Juggernaut Row otherwise Juggapah to enable him to remit Funds to Madras to pay the said Bill which they the Complainants pretended he ought to have done suggesting that the same was disposed of in part of the said Condraigula Juggernaut Row otherwise Juggapahs private account with your Petitioner and did pretend that by reason thereof the said Bill of Exchange upon its becoming due was not paid tho they admitted that the same had been duly accepted upon being presented for acceptance and your Petitioner sheweth that the Complainants did in their said Bill also state that the said Condraigula Juggernaut Row otherwise Juggapah being their Interpreter and at the same time debash or Head Servant of your Petitioner as Chief of their said Council it was customary for the Zemindars and Renters of the said Districts to pay their Rents and Tributes to the said Condraigula Juggernaut Row otherwise Juggapah and for him to pay it over to your Petitioner that the said Condraigula Juggernaut Row otherwise Juggapah having received from Different Renters or others the Sum of Forty three thousand Two hundred and Eighty three Pagodas four Fanams and Seventy Seven Cash did not pay the same into their Treasury and that in consequence thereof your Petitioner did not grant receipts for the same that some time afterwards upon your Petitioners being removed from his Station the several Zemindars Renters and Farmers who had paid the said Sum of Forty three thousand two hundred and Eighty three Pagodas four

Fanams

Fanams and Seventy Seven Cash did apply to your
Petitioner for receipts for the same and that your Petitioner
did in consequence thereof grant such Receipts and
did Credit their the Complainants Cash account with the
said Sum of Forty three thousand two hundred and Eighty
three Pagodas four Fanams and Seventy Seven Cash and
for which Sum they stated that your Petitioner did apply
to the said Condraigula Juggernaut Row otherwise Juggapah
to give him a Bill of Exchange in favor of the said
President and Councel that the said Condraigula Juggernaut
Row otherwise Juggapah did consent thereto
as the Complainants pretend by a promise of your Petitioner
to pay to his the said Condraigula Juggernaut Row
otherwise Juggapah's Vakeel the Sum of Fifty thousand
Pagodas and that the Bill was accordingly drawn
and transmitted to the President in Council that the
Bill being thus taken the Amount thereof was
debited in the Factory Cash Account as money received
from the said Zemindars and Renters and Credited as
being paid for the purchase of the said Bills that no
part of the said Money was paid upon the Bill
becoming due tho they admitted that it Was duly
accepted

accepted on being presented for acceptance and that your Petitioner
did not pay any part of the said Sum of Fifty thousand Pagodas
to the said Condraigula Juggernaut Row otherwise Juggapah
And your Petitioner Sheweth that the Complainants in and
by their said Bill did also state that the said three Bills
of Exchange having been refused payment were returned
to Masulipatam with orders to demand the Amount thereof
from the said Condraigula Juggernaut Row otherwise
Juggapah which they did state was accordingly done
but that the said Condraigula Juggernaut Row otherwise
Juggapah was unable to pay the same or any part thereof and
that the same still remained owing to the Complainants That
at the time your Petitioner received the said Bills of
Exchange he knew them to be not good Bills and that by
reason of the power of their said Chief and Council being delegated
to him respecting the procurement of Bills of Exchange
he became responsible for the Amount of the said three Bills
of Exchange together with Interest thereon and your Petr
Sheweth that the Complainants in their Bill did also state
that after your Petitioner had been appointed Chief of
Masulipatam and entered upon the duties of such his
Chiefship he did by himself or by his Cabash the said

Condraigula

Condraigula Juggernaut Row otherwise Juggapah receive from Vachovoy Juggapelly Rauze one of the Complainants Zemendaries sundry sums of Money amounting together to the Sum of one hundred and four thousand and Nineteen Madras Pagodas one Fanam and fifteen Cash and that he did give him receipts for the same and that your Petitioner did make other Settlements with the said Vachovy Juggapelly Rauze in which your Petitioner did admit the payment of the sum of Thirty Nine thousand three hundred and ten Madras Pagodas to Charles Floyer Junior one of their Servants and the further Sum of Thirty Six thousand Madras Pagodas to George Westcott another of their Servants and that your Petitioner did also receive from the said Vachovy Juggapelly rauze the Sum of Five thousand five hundred — " Madras Pagodas which said three last mentioned Sums they did state to amount to Eight thousand Eight hundred and ten Madras Pagodas and Charged that your Petitioner had given the said Vachovy Juggapelly Rauze Credit for the Sum of Seventy one thousand one hundred and fifty Six Madras Pagodas thirty four Fanams and Sixty five Cash so that your Petitioner as the Complainants in their said Bill did pretend had kept back a Credit for the difference being as they did state the Sum of Nine thousand Six hundred and fifty two Madras Pagodas one Fanam and fifteen Cash and that they had caused their accountant to investigate the same that thereby it appeared that your Petitioner or the said Condraigula Juggernaut Row otherwise Juggapah had retained the said Amount and therefore they did charge that your Petitioner was liable to them on account thereof and which being added to the three several Bills abovementioned made the whole in Star Pagodas according as they stated it to amount to the Sum of one hundred and two thousand and Twenty eight Star Pagodas Twenty Fanams and Sixty Seven Cash which they did charge your Petitioner was indebted to them and your Petitioner Sheweth that the Complainants having interrogated him to the Several Charges in their said Bill of Complaint contained did pray that your Petitioner might be decreed to pay the Sum of one hundred and two thousand and Twenty Eight Pagodas twenty Fanams and Sixty Seven Cash with Interest and Costs of Suit. —

And your Petitioner Sheweth that

to

to the Complainants said Bill of Complaint Ledged on the

day of in the same year of our Lord one

thousand Seven Hundred and eighty Nine Eschebet and she

his Plea and answer wherein by Protestation not

acknowledging any of the matters in the Complainants

said Bill of Complaint contained did say that of the

Sum of money sought to be recovered by the Complainants

said Bill of Complaint Seventy three thousand two

hundred and Eighty three Madras Pagodas four Fanams

and Seventy Seven Cash was stated to be payable by your

Petitioners to the Complainants by Virtue of certain Bills of

Exchange received by your Petitioner in his official

Capacity as Chief as aforesaid on account of the Complainants

and after specifying the said Bills your Petitioner did

say that it appeared by the Complainants own shewing that

the said three Several Bills regularly accepted by the

Persons on whom they were drawn upon their being

presented for that purpose and that it further appeared that

upon the said Bills becoming due and being refused

payment no protest of such refusal of payment was ever

Made upon all or any thereof and because it was the

Custom of Merchants and the Law of the Land that the

Holders

Holders of any Bill of Exchange in order to make the Drawer

Indorser or any other person concerned therein liable for the

Payment thereof should upon its being refused payment on its

becoming due protest the same and in case such Holder

did not protest the same neither the Drawer Indorser or any

other person would be liable for its payment Your Petitioner

therefore did plead such custom in bar to so much of the

said Bill of Complaint as sought to charge him with

the amount of the said Bills of Exchange and your Petitioner

did pray Judgement thereon and your Petitioner did further

plead that it appeared by the said Bill of Complaint

that after the said Bills of Exchange had been refused

Payment no steps whatever had been taken by the Complainants

who were the Holders to enforce the payment thereof which by

the Custom of Merchants they ought to have done and your

Petitioner did therefore insist that he was thereby altogether

discharged from all sort of responsibility if he had ever

incurred any and did plead such laches of the Complainants

in bar to such part as aforesaid of their Bill of Complaint

and did again pray Judgement thereon and your Petitioner

in and by his said Answer not waiving his said Pleas

but relying thereupon for Answer to the residue of the Bill of

Compl[t]

Complaint did say that he did admit he was appointed Chief of the Complainants Council of Masulipatam and that he did enter upon his office and become responsible for its duties at the time and in the manner stated by the Complainants but your Petitioner did in and by his said Answer absolutely deny that he was by Vertue of his said office alone the receiver of the Complainants Revenues and insisted that he and the other Members of the Complainants Council were together Joint Receivers thereof admitted that he was the Keeper of their Cash and their Cash Accounts yet that it was not subject to his own Management alone but to the controul & Management of himself and the Council Jointly who did not become individually but Jointly Responsible for any mismanagement therein that it was the Joint and common duty of the Chief and Council of Masulipatam as well as of the Complainants other Factories subordinate to Fort St. George to collect the Complainants Revenues and to superintend all receipts into and disbursements from their respective Treasures according to the Orders they might receive and that in default of such Orders they were Jointly to manage the same according to the best of their Judgements and in order to shew it was an

an Early and unremitting object and the Joint duty of your Petitioners and the Council to give all the pecuniary assistance possible to the Presidency your Petitioner did state that altho there was in the Complainants Treasury about the time of your Petitioners appointment only the Sum of Five thousand Madras Pagodas or thereabouts and about three thousand Rupees yet that your Petitioner and his Council did remit to the Amount of Thirty five thousand Madras Pagodas before the end of the Month of June all which remittances were punctually paid and among which was a Bill for Twenty thousand Madras Pagodas drawn by the said Condraigula Juggernaut Row otherwise Juggapah on the said Colunda Seetaramiah and your Petitioner in and by his said answer did insist that the Minute referred to by the Complainants was given in by him for no other purpose than to impress the Members of Council with the Necessity of making every possible remittance to the Presidency of which your Petitioner from his having then recently been a member of that Board was fully acquainted your Petitioner in and by his said Answer did further say that the said Council could not give to him any individual Authority and denied that he ever did receive or exercise any such Authority or that he ever did accept a single Bill

of

of Exchange on the Complainants account without the concurrence consent and Joint acceptance of the Complainants said Council and did insist that all such Bills of Exchange having been first accepted and appeared of by the Chief and Council were remitted by them Jointly and never by your Petitioner alone your Petitioner in and by his said answer did further deny that by the Resolution of the Council on his said Minute or otherwise that it become his sole and Exclusive duty to be well assured that the Bills of Exchange accepted for the purpose of remittance to Government were Drawn by and upon person of approved credit or that he ever had any deligated power solely to accept Bills to be remitted to Government but your Petitioner in and by his said Answer did admit that it was the Joint and indeviseable duty of himself and Council to be careful in procureing good Bills of Exchange for the Complainants and that the other Members of Council who had been much longer at that Factory than himself must have had a More perfect knowledge of the Persons who granted Bills of Exchange than he could ~~have~~ had so that the only construction that could have been put upon his said Minute was an

Application

Application to have the Sanction of Council to allot as much of the Revenues as could be spared for the purpose of making remittances to Government in order that the Issue from the Treasury might be regulated with that View and Bills of Exchange be engaged as opportunities offered and your Petr. Solemnly declared such to have been his only intention and that the construction attempted by the Complainants was altogether Groundless and your Petitioner in and by his said Answer did further insist that it was not necessary for him to apply to Council for permission to receive Bills of Exchange it being the long established Rule of the Complainants Service for the Chiefs in the first instance to receive such Bills and then to lay them before Council for their Approval and notwithstanding the pretences of the Complainants to the contrary that he never did Solicit or obtain or exercise any such power or ever of himself accept or remit any Bills on their account but on the contrary that all such Bills had been accepted and remitted by him and his Council Jointly and therefore he did insist that he could not in consequence of such Minute or otherwise or on account of Issuing the Cash out of the Complainants Treasury for the purchase thereof be held responsible for such Bills should they not be duly paid because the

the taking and remitting such Bills was the Joint act of himself and the Council and because after the Bills were taken he was of course as Cash Keeper authorized to issue the purchase Money and your Petitioner in and by his said Answer did further say that in consequence of the said Minute he did by Bills remit to Government the Sum of Thirty Six thousand five hundred Pagodas all of which Bills were punctually paid and that among them was a Bill of Exchange drawn by the said Pondraigula Juggernaut Row otherwise Juggapah upon the said Colinda Jellagamah and to shew how much Government did depend upon the resources of the said Factory during your Petitioner Chiefship your Petitioner did shew that besides the above two Sums remitted and other Bills hereon after mentioned he did also pay for Bills drawn upon Masulipatam the Sum of One hundred and fifty Six thousand and one hundred and Nine Madras Pagodas and upwards and your Petitioner did insist that no Bills were remitted to Government after the Month of August One thousand Seven hundred and Eighty Seven but that about that time a peremptory order was received by your Petitioner and the Council from Government directing them to

Send

Send immediately over Land one Lack of Pagodas unless Bills of Exchange could be procured for the whole or a part thereof payable to Government and your Petitioner in and by his said Answer did shew that the state of the Treasury at Masulipatam not admitting of the required remittance in specie it became the duty of Your Petitioner and the Council to endeavour by such Means as were in their power to comply with the said peremptory order and that it was in consequence thereof the subsequent remittances by Bills of Exchange were Made your Petitioner did further shew that such Requisition from Government was addressed to your Petitioner and the Council Jointly and not to him alone and that therefore the procurement of the said remittances did not exclusively belong to him but was the Joint duty of him and the Council and your Petitioner in and by his said answer did deny that the Bills remitted on account of the Complainants could be subject to any other Rules than other Bills remitted by any other persons or Bodies of men and that in regard to the Minute Referred to by the Complainants it was plan that it had Received the unanimous approbation of all the members of

Council

Council that therefore they must have been of opinion your Petitioners motives for making it were fair and Honble and that he had no other object in View than the open and avowed one of making remittances to the Superior Board and thereby Materially fulfilling the trust Vested in him and the Council and your Petitioner in and by his said Answer did insist that it was obvious the Bills procured were always subject to the rejection or acceptance of your Petitioner and the Council Jointly and by no means of your Petitioner alone admitted that it was their duty Jointly to be as well assured as they could reasonably be of the Responsibility of the persons by and on whom they were drawn in the said Manner as it was the duty of every other Servant or agent to do the best for their Employers but did absolutely deny that he was individually responsible for such acts either by Virtue of the said minute or in any other manner whatever and your Petitioners in and by his said Answer did further insist that the issuing the money for the purchase of the said Bills could not have drawn with it any responsibility because the nominally Cash Keeper he was only in fact the instrument of the Board in General to receive and issue the Cash belonging to the Complainants and when the Board accepted of any Bill on account of the Complainants it followed of course that such Bills must have been purchased by the Complainants Monies and that such monies being in your Petitioners Custody it must of course have been issued by him and your Petitioner in and by his said Answer did further say that he absolutely denied he was the Sole Receiver of the Revenues arising from the Districts aforesaid but did admit that he was so Jointly with his Council and that he was also under them Keeper of the Cash Accounts and admitted that as such it was his duty to bring to the Credit of the Complainants all such money as was received by him on their account and your Petitioner in and by his said Answer did further insist and most solemnly declare that he ever did faithfully and honestly account to the Complainants for all the Money he did receive for them admitted that the said Condraigula Juggernaut Row otherwise Juggapah was renter of the Districts mentioned by the Complainants that he was indebted to the Complainants

at the time your Petitioner quitted his chiefship but not so
Considerably as suggested by the Complainants that such debt
had arisen from the arrears of his Rent and that the Complainants
Board of Revenue did address a Letter expressing their
uneasiness at the heavy arrears that were due from
him the said Condraigula Juggernaut Row otherwise
Juggapah yet your Petitioner in and by his said
Answer did insist that he was no way accountable for or
concerned either directly or indirectly in the accumulation
of such Debt but that on the Contrary he had actually
lent him the said Condraigula Juggernaut Row
otherwise Juggapah several considerable Sums of
Money to enable him to make payments to the
Complainants that by such and other means he had
induced him to make several very considerable payments
as by the Complainants own Records would appear and
that the debt then due from him was to be attributed
to his the said Condraigula Juggernaut Row otherwise
Juggapahs own private consent which no circumspection
of your Petitioner could foresee or prevent or which could
in the remotest degree throw any responsibility upon
your Petitioner and your Petitioner in and by his said

Answer

Answer did further insist that the Oath prescribed by the
Legislature could not as he conceived be meant to include
the mere receiving back of any money actually lent
without any view whatever of Interest or other gain thereby
and your Petitioner did insist that all the Sums of money
he ever received from the said Condraigula Juggernaut Row
otherwise Juggapah was actually in repayment of Money
before advanced him partly to enable him to make
payments to the Complainants as by an account Current
between him the said Condraigula Juggernaut Row
otherwise Juggapah and your Petitioner annexed to your
Petitioners said answer would appear and moreover
that a considerable Balance still remained due from
him the said Condraigula Juggernaut Row otherwise Juggapah
to your Petitioner and your Petitioner in and by his said
Answer did further insist that he never did receive from
the said Condraigula Juggernaut Row otherwise Juggapah
either the Sum of Twenty Eight thousand Pagodas or any
other Sum of Money except as in the said account was
stated and which he was warranted in doing and to
prove the same he further insisted that the Sum of
Twenty Eight thousand Pagodas which the Complainants

Had

had said your Petitioner had received of the said Condraigula Juggurnaut Row otherwise Juggapahs by a Teap from Porderdoss Soucar your Petitioner in and by his said answer did state that about the begining of the Month of September one thousand Seven hundred and Eighty Six the said Condraigula Juggernaut Row otherwise Juggapah applied to your Petitioner in the Most urgent manner for the Loan of that Sum of Money which your Petitioner complied with upon his giving him a Teap of the said Porderdoss dated the fifth of that Month and payable to your Petitioner on account of the said Condraigula Juggernaut Row otherwise Juggapah on the Nineteenth of October following and your Petitioner insisted that he had already proved and was again ready to prove that the said Sum of Money had been really and bona fide lent and advanced by your Petitioner to the said Condraigula Juggernaut Row otherwise Juggapah out of his your Petitioners own private money and your Petr did further insist that in regard to the Three Teaps mentioned by the Complainants as being drawn by Kishavadass and given by the said Condraigula Juggernaut Row otherwise Juggapah to your Petitioner the Charge thereupon

thereupon was equally groundless for that the three said Several Teaps were given for money really lent by your Petitioner to the said Condraigula Juggernaut Row otherwise Juggapah out of his own Proper money and at the Particular request of the said Condraigula Juggernaut Row otherwise Juggapah and for which he had Credit given him in the said account and your Petitioner did further say that the Sum of Seventy two thousand two hundred and Sixty Rupees or Twenty thousand Madras Pagodas which the Complainants had stated to have been received from the said Condraigula Juggernaut Row otherwise Juggapah by a Bill on Benaras it was nothing more than a mere purchase of that Bill of Exchange of which your Petitioner had really paid the full amount and your Petitioner did further insist that none of these Transactions could occasion any increase of the Arrears of the said Condraigula Juggernaut Row otherwise Juggapah to the Complainants but that the same had solely happened from his own mismanagement and inattention to his affairs and that with respect to the orders sent from the Presidency in regard to such his Arrears the same were not particularly sent by your Petitioner more than to the other Council but made part of their general Correspondence

and your Petitioner in and by his said Answer did deny that such orders were disregarded on the Contrary did insist that every attention was paid to them that could be required that had it been otherwise it was certain he Was not alone culpable but he and his Council Jointly that he could not be charged but with a part and that a Small part of the whole Balance and that even the Whole could not be a very grievous offence since however repeatedly urged and implicitly obeyed they could not have done away the difficulties in which the object of them was involved and which could not at any rate have had any thing to do with the Suit in Question and your Petitioner in and by his said Answer did further insist that the said Condraigula Juggernaut Row otherwise Juggapah was not in the smallest Degree incapable by any transaction between him and your Petitioner or thereby rendered less able to pay his arrears or to discharge any Bill that he might draw as already fully explained and did insist that the Same was totally foreign to the Suit in Question and your Petitioner in and by his said Answer did further insist notwithstanding any thing that Might

Might have been urged to the contrary that all the money transactions between your Petitioner and the said Condraigula Juggernaut Row otherwise Juggapah were exactly as stated in the account Current above referred to and that the Balance therein stated was justly and truly owing from him to your Petitioner and your Petitioner in and by his said answer did say that the said order for procuring the remittances of the said Sum of one Lack of Pagodas was addressed to him and his Council Jointly that it Was their Joint duty to procure such remittance and to receive or reject such Bills as might be tendered and if receeived they were to be transmitted in a Letter to the President in Council stating therein the Persons by whom drawn as well as the person on whom they were drawn with the Amount date and every other particular and that such deliberate particularising the Bills being regularly gone through and Subscribed with the respective Signature of every Member of Council Such Letter was closed and forwarded in the common Channel so that it would have been very unjust to have held your Petitioner alone accountable for a Trust which the Complainants had thought expedient to delegate to so many

others

others jointly with him - and your Petitioner in and by his answer did further say that the said two Bills for the said Sum of Fifteen thousand Pagodas each were offered to him in payment of the said three Several Teaps of Cashavadoss who having applied to him for payment thereof your Petitioner was informed through the said Condraigula Juggernaut Row otherwise Juggapah that he proposed procuring Bills for the full amount in favour of Government and liquidating by that means his debt to your Petitioner to which your Petitioner after the first of the said Bills was brought to him and upon your Petitioners enquiring why it was not drawn by the said Cashavadoss he replied that Cashavadoss had determined not to draw any more Bills on the Presidency at the Batta or Exchange of ten per cent as he and the other Soucars had been considerable losers by that Exchange but that he had become Answerable for the Amount of the said Bill and Shortly after the same was followed by the second Bill for the like Amount which was taken upon the like assurances of the said Condraigula Juggernaut Row otherwise Juggapah and that upon the said Bills being taken

Your

Your Petitioner did some time afterwards receive the Amount of the said Three Teaps of the said Cashavadoss and the said Three Teaps were thereupon given up to the said Cashavadoss and your Petitioner in and by his said answer did deny that it was evident from that which had preceded Your Petitioner in parting with the said Three Teaps of the said Cashavadoss had given a real and Substantial Consideration for the Money he received and therefore could Not be charged with any thing improper or unfair in the Transaction that other Bills which had ban drawn by the said Condraigula Juggernaut Row otherwise Juggapah had been punctually paid and that there was no particular Reason to doubt those being paid also and that in confirmation thereof they were both duly accepted and might possibly have been discharged had any regular Steps been taken for that purpose and your Petitioner did say in regard to the Money being issued the Complainants could not have expected that it should be otherwise particularly as the condition of issuing it was fully performed by the Bills having been accepted and your Petitioner in and by his said Answer did further say he denied that the said Condraigula Juggernaut Row otherwise Juggapah

was

or head Servant on the contrary that he had no Dibash

Was ever his Debash or confidential Native Servant but insisted that the Said Condraigula Juggernaut Row otherwise Juggapah was the Complainants Public Interpreter that their own records would Shew he held that Appointment from themselves and that as such he was in the habits of receiving their Revenues from the different Renters which it was his duty to report to your Petitioner as soon as he received the Same that it might be brought to the Complainants Credit and your Petitioner in and by his said Answer did Positively deny that the said Condraigula Juggernaut Row otherwise Juggapah did ever either directly or indirectly pay to your Petitioner on his account the Sum of Forty three thousand two hundred and Eighty three Pagodas four Fanams and Seventy Seven Cash as Suggested by the Complainants on the Contrary he did say that the Sum which had been received by the said Condraigula Juggernaut Row otherwise Juggapah from the said Renters had been in fact received by him privately and without the Smallest knowledge or Concurrence of your Petitioner at Several different times and from different people and had been by him without your Petitioners knowledge appropriated to his the said Juggapahs own private

Private account two three four and five Months previous to the date of the Bill of Exchange alluded to and that as it was without your Petitioners knowledge he could not of Course bring it to the Complainants credit or do any act whatever therein or on account thereof and your Petitioner did absolutely deny that any application was Made to him for any receipts or that any receipts were by him given until after the said Bill of Exchange had been accepted by the succeeding Chief and Council and therefore that in so granting receipts he had not in any manner transgressed his duty to the Complainants as the Bill had been regularly accepted by his Successor and the Council who after a second meeting had resolved to transmit it to the presidency which was done in the usual manner without any objection being made thereto whereupon your Petitioner in and by his said answer did insist that he was altogether discharged therefrom and did say that the Entries made in the Complainants accounts were a matter of course that must Necessarily follow the Bills being received and as no part thereof had ever been Received by him he was of course discharged from any Responsibelity on that account and your Petitioner in

and

by his said answer did say that instead of his applying to the said Condraigula Juggernaut Row otherwise Juggapah respecting the said Bill it was on the Contrary the said Condraigula Juggernaut Row otherwise Juggapah who applied to your Petitioner and represented to him the Trouble he was apprehensive he should be involved in and in support thereof your Petitioner did in and by his said answer insert a Letter in which the said Condraigula Juggernaut Row otherwise Juggapah did advise his Correspondent at Madras of having drawn the Bills in question and did speak of resources for its payment and your Petitioner did in and by his said Answer further say that the said Condraigula Juggernaut Row otherwise Juggapah had been for several Years in the habit of drawing Bills of Exchange in favor of Government on the Same person on whom the Bills in Question were drawn all of which had been punctually paid and therefore it was reasonable to suppose that those would also have been paid and to shew that he the said Condraigula Juggernaut Row otherwise Juggapah

was

Was not so much in arrear as was pretended by the Complainants your Petitioner did annex to his said Answer the Copy of an account Current between him the said Condraigula Juggernaut Row otherwise Juggapah and the Complainants by which it appeared that the whole due to them was only Five thousand Pagodas that about the time of the date of the said account being the thirtieth day of april one thousand Seven hundred and Eighty Seven a Copy of the said account had been transmitted by your Petitioner and the Council of Masulipatam to the Board of Revenue at Fort St. George who in Reply thereto did not object to any part of the said Account Except to two Years Meerass he amounting to Twenty thousand Pagodas whereby the said Condraigula Juggernaut Row otherwise Juggapah became nominally indebted to the Complainants in the Sum of Twenty five thousand Pagodas but that in fact he only owed them Five thousand Pagodas because the said Condraigula Juggernaut Row otherwise Juggapah having had an annual Allowance granted him by Government of Ten thousand Pagodas of which he had received no part from the Twenty fifth of September one thousand Seven hundred and Eighty four

the

the Chief an Council did therefore allow him Credit for the said two years Merasee being twenty thousand Pagodas ending on the Twenty fifth day of Sept.r One thousand Seven hundred and Eighty Six and as on the Twenty first day of the Month of December of that year the Board of Revenue had directed that Such allowance should cease the order could not take place but from its date and consequently he the said Condraigula Juggernaut Row otherwise Juggapah was Entitled to near two thousand five hundred Pagodas more for the intermediate time that besides this allowance which the said Condraigula Juggernaut Row otherwise Juggapah appeared to be Entitled to and which he actually claimed Government had held out to him some reward for his Services as their Public Interpreter and from his having taken a very active part in adding considerably to the receipts of their Revenues And that notwithstanding any thing that might have been suggested by the Complainants the whole of the amount of what was due from him when Your Petitioner quitted the Chiefship was Thirty One thousand one hundred and twenty one Pagodas and Twenty five Fanams the same having been settled in pursuance

Pursuance of Instructions from the Board of Revenue as was particularly setforth in your Petitioners said answer and that in regard to the Complainants suggestion that your Petitioner had himself received every part of the said Sum of Money on account of the Bills aforesaid he did beg Leave to annex a Statement of the Sums received made out by the said Condraigula Juggernaut Row otherwise Juggapah himself and addressed by him to the Chief and Council of Masulipatam in answer to their Enquiries upon that Subject and which was transmitted by them to the President in Council in which he the said Condraigula Juggernaut Row otherwise Juggapah did confess to have received the same and appropriated it to his own use and your Petitioner did again insist that in regard to the distresses of the said Condraigula Juggernaut Row otherwise Juggapah and the failure of any Engagement entered into by your Petitioner with him he could only say as he had before said that he was no way instrumental in occasioning his Distresses or ever did enter into any Engagement to Supply him with the Sum of money suggested by the Complainants or any other Sum of money whatever and that as to any other Responsibility if any had ever Existed it was clearly done away

away by the acceptance of the Bill by the succeeding Chief and Council by their transmitting it to the Presidency and by the great inattention they had shewn to enforce its payment and your Petitioner in and by his said Answer did say that soon after his return to the Presidency he did recommend to the Governor to return the said Bills to Masulipatam and then inforce their payment and which no doubt notwithstanding the Suggestions of the Complainants might have been effected and your Petitioner in and by his said Answer did further say that the Bills being drawn as before stated by persons who had before negotiated Bills which had been regularly paid and Government having positively forbed your Petitioner and his Council to transmit any Bills which did not bear an Exchange of ten percent and the Soucars having refused to draw at that Exchange it was very natural and the only resource that your Petitioner and his Council had to accept those Bills and your Petitioner did insist that instead of entertaining any Doubt of their not being punctually paid he firmly believed on his part and Supposed his Council did the same that they would all have been punctually

punctually paid your Petitioner in and by his said Answer did then insist that all responsibility if any ever existed must have Vested in himself and his Council Jointly but as it must have appeared that they acted to the best of their Judgements for the Interest of the Complainants such responsibility could not have been incurred and your Petitioner in and by his said Answer did most solemnly deny that he had wrongfully or deceitfully taken any of the said Bills or that he knew or had any reason to believe that they would not have been paid averred that he did not ever receive any Benefit thereby and maintained that he had not been guilty of any misfeesance and your Petitioner did in his said Answer insist that to put so wrong a Construction upon his Minute as to make it the ground of the Complainants Prosecution and of all the responsibility he was charged with was a most cruel return for the Zealous and disinterested motives which had induced him to propose it your Petr did further say it was plain that the said Condraigula Jugger=naut Row otherwise Juggapah was not your Petitioners dubash but a publick and avowed Dubash and Interpreter of the Complainants and your Petitioner did annex to his said Answer a List of Sums which he had lent to the Complainants

at

at different times to enable them to make their Necessary Disbursements at their said Factory for which he had Charged no Interest tho' certainly entitled thereto that in Regard to the difference which the Complainants stated to have existed between the payments made by Suggapelly Rauze and the Credits given to him your Petitioner faithfully and Honorably accounted to them for all Monies whatever that he had in and by his said Answer did say that he had received on their account and that by the Complainants own shewing it appeared he had fully accounted for the Sum of one hundred and four thousand and Nineteen Madras Pagodas four Fanams and fifteen Cash being the Amount of the receipts granted on Mr. Williams Settlement and that as to the remaining Sum he did say he had fully accounted for all the money he had ever received and insisted that the said Condraguta Jugger-naut Row otherwise Suggapelly by whom it was pretended the money said to be difficient was kept was not a Servant or Debash of your Petitioner or interested by him to receive any money but that such monies as he did receive was so received by Virtue of his public Appointment of Complainants Interpreter and that

Therefore

Therefore he was accountable to the Complainants for his irregularities in the premises and which was still further confirmed by the Examinations at Masulipatam of the Vakeel of the said Suggapelly Rauze and which was the more evident as no claim had ever been set up against your Petitioner until long after he had quitted the said Chiefship — and your Petitioner in and by his said Answer did then state a Series of important Services which he had rendered the Complainants and for which he had received their repeated thanks not only from the President in Council but also from the Board of Revenue and from his Colleagues in administration at Masulipatam as by the Complainants accounts might appear. —

And your Petitioner further Sheweth that to his said answer the Complainants did on the first day of June following file their Replication and did therein set forth that the want of protest upon the said Bills of Exchange was not a Bar to their said action and that it had not been the Custom of their President and Council of Fort St. George aforesaid to protest Bills of Exchange remitted to them from

their

their Settlements Subordinate to their Presidency but
Merely to return them and insisted that they did return
them to Masulpatam for the purpose of their being received
that it was your Petitioners peculiar office to be
Recover of the Revenues of the Districts aforesaid and Keeper
of their Cash and Cash Accounts that he did exercise the
Same independant of the said Council and that therefore he
was solely responsible for the Misfeasances he was
Charged with and the Complainants in their said Replication
did deny that it was the unremitting object of your Petitioner
and his Council to give all possible Assistance in furnishing
Supplies to the presidency did object to the introducing the
Mention of other remittances besides those mentioned in the
Bill of Complaint but at the same time your Petitioner
Shews they did not deny the fact and your Petitioner
Sheweth that the Complainants in their said Replication
did pretend that the said Minute Delivered in by your
Petitioner to his Council at Masulipatam was not given
in by your Petitioner from the Motives insisted on and
in reply to your Petitioners argument that his Council
could not Deligate the power charged to have been giving
him they did only say that your Petitioner was there —

the

the more blameable for the attempts but did not deny
the fact as your Petitioner has stated in and they did
further say that your Petitioner did not take the said Bills
with the concurrence of his Council although in the same —
Sentence they admitted that they were sent round in Circulation
to the Council for their separate Signatures and they did further
say that your Petitioner has in his said Minute solicited the
power of taking Bills under pretence of his knowledge of the
Wants of the Presidency from his having been lately a —
Member of that Board and as a probable means of more —
readily supplying them and the Complainants in their said
Replication did also say that if the Members of Masulipatam
from their longer Residence there had been better —
acquainted with the Drawers of Bills than your
Petitioner he should not have applied himself to take
Bills and at the same time endeavoured to intimate
that your Petitioner was better acquainted therewith
than his Council who they seemed to say were altogether
ignorant of the Circumstances of the Drawers of the said
Bills and that however well intentioned the said —
Minute was yet that your Petitioner was notwithstanding
Answerable for its Consequences they admitted that the

Letter

Letter annexed to your Petitioners answer was addressed to him and his Council Jointly and they also admitted that they had not any powers peculiar to the relative Situation between them and your Petitioner but that every question of Law must be decided between them as between any other parties that their Bill of Compt was clear and sufficient that the Argument of your Petitioner was insufficient and absurd and that your Petitioner had not advanced any money for the purchase of the said Bills of Exchange they did further repeat that your Petitioner was alone the Receiver of the Revenues of the Districts aforesaid but admitted that it was under the controul of the Council as well as keeper of their Cash and Cash accounts and yet pretended that your Petitioner did not account for all the Money he had received on their Account and they did also pretend that the said Condraigula Jug gernaut Row otherwise Jug gapah was indebted to them at the time your Petitioner quitted his Office ship in the Sum of Money charged by them and that your Petitioner was the Cause of his having been so much in arrears denied that your Petitioner did

Lend the said Condraigula Jug gernaut Row otherwise Jug gapah any money to enable him to pay them and did say that what your Petitioner had alledged was calculated to save him from paying them what they had charged to be Justly due pretended that your Petitioner had not observed the Oath prescribed and again denied that he had really lent the said Condraigula Jug gernaut Row otherwise Jug gapah any money and which they attempted to shew could not have been from the amount of some of the Sums and because there were some fractional parts charged in the answer which they did say was not probable and which notwithstanding in the same sentence they did say was introduced to give a color of probability and therefore that the latter part of the sentence did contradict the former and yet at the same time they pretended to do away the force of the account which your Petitioner had annexed to her answer and which was signed by the said Condraigula Jug gernaut Row otherwise Jug gapah by evasive pretences that he had been influenced by your Petitioner to sign the same and your Petitioner shews that the only Arguments the Complainants did make use of to

do

doaway the facts thus substantially Authenticated
Respecting the lending of such Sums of Money
was by stating that it was not probable Your
Petitioner should have lent it and they then stated
that your Petitioner had received the Sum charged
in their said Bill and that he had not called
upon the said Condraigula Juggernaut Row otherwise
Juggapah for his arrears and endeavoured to
invalidate the different Items of your Petitioner's
Account with the said Condraigula Juggernaut Row
otherwise Juggapah's pretending that the said Condraiga
=la Juggernaut Row otherwise Juggapah was not
indebted to your Petitioner in the Balance thereof as
Was insisted upon by your Petitioner in his said
Answer and did take upon themselves to say that the
Sum for which your Petitioner had brought his
Suit against the said Condraigula Juggernaut Row
otherwise Juggapah in the said Mayors Court was
not owing to your Petitioner shews that the
Complainants did in their said Replication admit
that the orders sent by their Board of Revenue
Respecting the recovery of the Arrears due by the said

Condraigula

Condraigula Juggernaut Row otherwise Juggapah
were sent to him Jointly with his Council but then
they did say that they had thought proper to introduce
that circumstance into their Bill only because such
Orders were antecedent to the taking of the said Bills of
Exchange and to Shew a State of the Credit of the
said Condraigula Juggernaut Row otherwise Juggapah
by which they admitted that whatever information
thereof had been given to your Petitioner was by the
same Letter also given to his Council and they
also admitted that the Statement in your Petitioners
said Answer of the two Sums of Fifteen thousand
Pagodas each the Amount of two of the said Bills
were paid in discharge of the three Teaps of the said
Cashavadoss for the like Amount and your Petitioner
shews that the Complainants in their said Replication
did say that the failure of Juggapah in the
payment of his Arrears did not proceed from any
Mismanagement of his own but was entirely owing
to your Petitioner and your Petitioner shews that the
Complainants in and by their said Replication admitted
generally that what he had advanced in his said

Answer

Answers respecting the Consideration therein stated to have been given for the money received from Condraygula Juggernaut Row otherwise Juggapah tho they endeavoured to do it away by saying that Cohavadoss who had given the said Teaps for that Sum would not have paid them and did say it was your Petitioners duty to see that the said Condraygula Juggernaut Row otherwise Juggapah had the funds to pay the Amount of the Bills he had drawn and that it did not Appear the said Bills of Exchange might had been remitted to the Presidency whether your Petitioner had been Chief of their said Factory or not and they did also say that your Petitioner had not cleared up the Transaction respecting the said Bills tho they admitted that your Petitioner did say one of them before his Council before it was returned to the Presidency and that he informed them the money was not to be issued till it was known that it would be accepted and did not deny but that the other Bill was also sent round in Circulation and remitted by the Chief and Council together Your Petitioner Sheweth that the Complainants in their said Replication did pretend that your Petitioner having received other

Similar Bills before and which had been punctually paid was no reason for him and his Council taking the Bills in Question and further that every necessary and usual means had been taken to receive the Amount from the acceptor and Drawer that the said Condraygula Juggernaut Row otherwise Juggapah was your Petitioners Dubash and that their public Concerns were entrusted to his care and admitted that he was their public Interpreter at Masulipatam aforesaid but denied that he was in the habit of receiving their Revenues or that it was his duty to report the same to your Petitioner and they did also deny that they had any publick Servants to receive their rent other than your Petitioner and therefore that the said Condraigula Juggernaut Row otherwise Juggapah had no right to receive the Sums of Money from the different renters as was stated by your Pet.r in his said Answer amounting to the said Sum of Forty three thousand two hundred and Eighty three Madras Pagodas four Fanams and Seventy Seven Cash and did say that your Petitioner must have known thereof from his having given receipts for the same at the time he quitted his Chiefship they did then attempt

to

to say that your Petitioner had other times given a — Different account thereof and did specify the receipts given by your Petitioner Copies whereof they did annex to their said Replication and your Petitioner shews the Complainants in their said Replication did admit that the Bill of Exchange C was delivered by your Petitioner to James Hodges who succeded him with a minute mentioning the said Bill and also his Cash accounts on which the said Bill was Particularly mentioned but endeavored to intimate that the said James Hodges and his Council by accepting of the said Bill and from transmitting it to the presidency did not discharge your Petitioner from the Responsibility respecting it and in the most Extraordinary and consistent Manner did pretend that it was not their duty to investigate the intricate transactions of the said Condraigula Juggernaut Row otherwise Juggapah with your Petitioner and that the same was the duty of your Petitioner although the same is the ground of one of their Charges in their said Bill and do now repeated that the Charges of their Bill were, were founded and your Petitioner shews that the Complainants

in their said Replication did say that the Letter inserted by your Petitioner in his said Answer did not prove your Petitioners Assertions that he meant to provide for payment of the said Bill and inserted at Length another letter from the said Condraigula Juggernaut Row otherwise Juggapah the Complainants in their said Replication did then say that altho' the said Condraigula Juggernaut Row otherwise Juggapah had been in the habit for several years of Drawing Bills of Exchange in favor of the Repliants Presidency yet they denied that they had been all paid and did say that if they had that that did not lessen the responsibility of your Petitioner and asserted they had sufficiently shewn that your Petitioner was — instrumental in occasioning the Insolency of the said Condraigula Juggernaut Row otherwise Juggapah and that he owed to them the Complainants the Sum Charged by them in their Bill of Complaint They denied that he was only indebted to them in the Sum of Five thousand Pagodas as was stated by your Petitioner and did say that the Same was erroneous and in regard to the Bill of Forty three thousand two hundred and Eighty three Pagodas

four

four fanams and Seventy Seven Cash they did say that whether the same was received by the said Condraigula Juggernaut Row otherwise Juggapah and appropriated to his own use or not was immaterial because they pretended that your Petitioner was liable for that amount and they did object to the Entries made in their accounts and to your Petitioners accounting for the same and did say that the said Condraigula Juggernaut Row otherwise Juggapah was not vested with any power to receive their Revenues and further that the Zemindars were discharged from their being called upon again and they did say that what your Petitioner had advanced respecting the Soucars not granting Bills of Exchange at ten per cent was not a sufficient reason for his taking the Bills Recited and pretended that your Petitioner knew the same would not be paid and they did then introduce a Letter from your Petitioner to the Governor in Council in which your Petitioner was charged with having spoken in terms of recommendation of the said Condraigula Juggernaut Row otherwise Juggapah and also another Letter from your Petitioner to the said Condraigula Juggernaut Row otherwise Juggapah recommending him to use all means to pay off the Bills immediately and thereupon insisted that your Petitioner was indebted to them in the amount of the said Bills and also insisted that your Petitioner was indebted to them in the further Sum of Nine thousand Six hundred and fifty two Pagodas one fanam and fifteen Cash for the deficiency in the payments made by the said Juggapetty Rauze and the Credits given to him on account thereof

And your Petitioner sheweth that to the Complainants said Replication he did file his Rejoinder and did therein insist that notwithstanding any thing that might have been urged by the Complainants he was not indebted to them in the Sum sued for or in any other Sum whatever nor had they sustained any damage whatever by any misfeasance of your Petitioner he did further insist that the said Bills of Exchange not having been protested agreeably to the Custom of Merchants and the Law of the Land the Complainants had no right whatever to apply to your Petitioner to make good the same as the act of protesting was necessary thereto and

Was a regular Notice to all concerned to warn
of the failure of the person on whom the Bill was drawn
to perform his Engagement and therefore giving them
Notice to Secure themselves and that where the Holders
did not protest the Law supposed he meant to take the
risk upon himself and therefore did not declare to the
World by a formal protest that he held the Indorser
and Drawer liable to him for the Amount agreeable
to the Doctrine of protest in other Cases so that your
Petitioner insisted that the said Bills of Exchange
Not having been protested the want thereof was a
Sufficient bear to the Complainants action and your
Petitioner further insisted that notwithstanding any thing
to the Contrary the Complainants had no right to set up
any Custome respecting Bills of Exchange different
from the Common Custom of Merchants or if there was such
a Custom it only proved that it was contrary to
their usage to hold their Servants liable for any Bills
they might have taken on their account but that
if they should at any time Relinquish that usage
and Resort to Law no doubt they must conform
themselves

themselves to the Rules the Law enjoined to entitle
themselves to the remedy it afforded and in that respect
they were the same as any other Merchants that it
was well known in India as well as in England
that when Bills were not duly paid the Rule
was to protest and Return them as soon as
Conveniently might be to the persons from whom they
were received and as the Complainants had not
done either Your Petitioner insisted he was well
entitled to plead the same in bar to the action
brought by the Complainants and hoped therefore
plead the same in bar thereto and pray Judgement
of the Court thereupon and your Petitioner further
insisted that tho as Chief he was Cash keeper of the
Complainants at Masulipatam aforesaid yet that
he did not by any means admit he had Executed that
duty independantly of the other members of Council as
erroneously stated by the Complainants on the contrary
that the Chief was only the instrument under the
Controul and immediate direction of the Council to whom
he constantly reported all money received and disbursed
and every Month he delivered to them an account thereof

Stating

stating the Balance remaining in his hands which
Account it was their duty minutely to investigate
and Approve or Disapprove as they might think
proper but that the accounts once passed all responsibility
Was at an end with the Chief individually and the
Council by such act made the account their own
and Virtually Acknowledged the receipts and
Payments therein specified and the Balance therein
Struck and your Petitioner asserted that as he
had constantly conformed to that practice if there
had been any responsibility incurred it could not
rest with him alone but was Jointly to be borne by
him and his Council and that therefore the Complainants
ought to have applied to them Jointly and your
Petitioner further insisted that it had been his unremitting
Object to give all possible pecuniary assistance
to the Presidency as by the actual Remittances he did
Make would but appear and further that the
Minute delivered by him on the thirtieth of June
One thousand Seven hundred and Eighty Six was with
the best Intentions to effect that purpose and that it
Was not possible that it could have been done with
any

any other View as it did not in the smallest degree
enlarge the Authority he had before possessed for that
It was his province before as Chief in like Manner
as it had been of all his Predecessors to take the
lead in carrying the orders of their Superiors into
Execution and that when those orders were to procure
Remittances it was his duty to procure them but that they
Were, invariably Submitted subject to the approbation of Council to whom they were
Your Petitioner did Shew
that such was the practice and that he constantly
conformed thereto that he took no Bills nor made any
Remittance without the Approbation of the Council and
that when the Remittance was agreed on by them the
Bills were then and not till then transmitted to the
Presidency in a Letter describing them and which Letter
was always perused Examined and Subscribed by each of
the Council and that the Minute spoken of did not
Make any difference therein and which was indeed
Admitted by the Complainants themselves as they did
Not deny that they were constantly sent round to the
Council for their Signature and your Petitioner did further
say that the other Members of Council must have
had from their longer residence at Masulipatam

at

at least as good if not a better knowledge of the
Persons who were accustomed to draw Bills than
Your Petitioner and denied that the Bills in question
were either drawn or procured to be drawn by any dubash
or Confidential Servant of your Petitioner that they were
of course procured by the Complainants Native Interpreter
who was their own Servant and paid by them and
not by your Petitioner nor was he in his Service
and that he could have had no reason nor had the
other Members of Council any reason to Suspect
that the said Bills would not be paid as well as
other similar Bills that had been before remitted and
Your Petitioner did deny that the said Pudasyala
Juggernaut Ron otherwise Juggapah was so much in
Arrear as the Complainants had stated or that he was
any more in Arrear than as your Petitioner had stated
and that even allowing he was so yet that was no
Reason for not taking his Bills because it was natural
to have supposed that he had Funds to discharge the
Amount in the same manner as he had before done
with other Bills and your Petitioner did further
say that as the Complainants had intimated that the
Conduct

Conduct of your Petitioner would best explain the intentions
of his minute he might fairly refer to the considerable
Remittances he had made to explain the same and did
insist that the Letter annexed to his Answer being as
Much addressed to the Council as to himself he could
Not alone have become responsible for any acts done
in consequence thereof that if the procurement of the Bills
Was his duty every subsequent act was theirs and that
them being procured was no advance whatever to them
being taken or the money being paid for them which could
not take place and which in fact did not take place
without the deliberate Concurrence of each of the Council
testified by the proceedings at Masulipatam and by their
respective Signatures to the Letters transmitted to the
Presidency and your Petitioner did insist that the
Complainants as they had founded their Action on the
Bills of Exchange they ought to have shewn that
they had used all deligence to recover the Amount
from the Acceptor and the Drawer thereof which
having Neglected to do they could not then pretend
to say that if they had taken such Steps they would
Not have succeeded and your Petitioner did further
insist

insist that the Bills were purchased and the purchase Money paid exactly in the same manner as all other Bills were taken and paid for and your Petitioner did say that it did not appear to be of any consequence whether the debt due from the said Condraigula Juggernaut Row otherwise Juggapah was as your Petitioner had stated it or as it was stated by the Complainants it being a Matter of opinion merely which had not then and was Not settled between them but your Petitioner insisted that whatever it might be the said Condraigula Juggernaut Row otherwise Juggapah was often in greater Arrears in other Shujotships than he was in your Petitioners and moreover that Many of the former Renters of the said District had been more in Arrears than he was so that there was nothing so new or Extraordinary in it as to have made your Petitioner more Responsible than his predecessors had been and your Petitioner did insist that he had lent and advanced to the said Condraigula Juggernaut Row otherwise Juggapah Several Considerable Sums of Money and he also insisted that

that he had often in the Most pressing Terms demanded payments from him on account of the Complainants but that not part of their demands being in dispute it was in his power to enforce the payment thereof till those Claims were adjusted and did say that it was not his individual duty either by Virtue of his office or of the orders received from the presidency to demand payments from the said Condraigula Juggernaut Row otherwise Juggapah but Jointly in himself and the Council and that therefore all responsibility must have been Joint and your Petitioner did insist that all the Sums of Money Charged by him to have been paid to the said Condraigula Juggernaut Row otherwise Juggapah were all really and bona fide paid to him and that in regard to the Singularity of the Sum which the Complainants pretended was intended to give a colourable appearance to the Account your Pet.r did say they had defeated their own reasoning by selecting it as a part of its Irregularity that whatever the Complainants might have suggested the fact was that the Money had been really paid by your Petitioner to the said Condraigula Juggernaut Row otherwise Juggapah that in regard to any Influence suggested by the Complainants to have been Exercised by him over the said Condraigula Juggernaut

Row

Row otherwise Juggapah your Petitioner did say it was very extraordinary indeed your Petitioner could have induced him to acknowledge the Receipt of so large a Sum of money if he had not received it and that as to the Probability that was done away by the fact itself which was acknowledged by the person whose Interest it most was to disavow it and which would have also be proved hereafter by other Evidence and your Petitioner did further say that the amount of the Peaps received by him from Gordadoss was really advanced by your Petitioner out of his own proper monies that the Circumstance was foreign to the Complainants action which had been instituted to enforce from your Petitioner payment of the Amount of the three Bills of Exchange and your Petitioner did aver that instead of no payments or but very trifling having been made as the Complainants had intimated your Petitioner insisted that from the Month of May One thousand Seven hundred and Eighty Six to the Month of June One thousand Seven hundred and Eighty Seven he had paid to the Complainants no less a Sum than One hundred and twenty Nine thousand Pagodas

your Petitioner did say was as large or larger than any former Renters of the same districts had ever paid before and your Petitioner in his said Rejoinder insisted that the Complainants could not expect to have had remittances without their Accounts at Masulipatam had been first credited and the Money issued for the amount thereof and he further insisted that it was most untruly asserted by them that the Bill of Exchange drawn by Paupiah was not known to the Council until it had been returned as it was notorious that the Letter transmitting it had received their respective Signatures and that if there had been any improper circumstance respecting the said Bill your Petitioner would not have been so anxious to have had it returned but on the Contrary have been desirous to have had it suppressed and your Petitioner did say that he made he took of proposing to Council that the Money should not be issued till the Bill had been accepted seemed as reasonable as any that could have been adopted and that as the Bill was accepted no Objection could be made to the Money having been issued and your Petitioner further insisted that the said Contraignla Juggernaut Row

other

Otherwise Juggapah was by his public Appointment the only medium through which any payments were Made from the Natives that it was not in the power of your Petitioner or of his Council always to know when or to what amount such payments were made that all their duty enjoined them to was to account for such Sums of money as came to their hands and which he insisted they had faithfully done and your Petitioner insisted that the said Condraigula Juggernaut Row otherwise Juggapah was not his Dubash or in his Service but was the public Servant of the Company and your Petitioner also insisted that if he had it was in the power of the said Condraigula Juggernaut Row otherwise Juggapah to receive Sums of money on account of the Complainants without the knowledge of your Petitioner or his Council so it really happened to be the Case for that the said Condraigula Juggernaut Row otherwise Juggapah had actually received the said Sum of Forty three Thousand two hundred and Eighty three Pagodas Four Fanams and Seventy Seven Cash from different Renters and at different times without the knowledge of your Petitioner or of his Council and that therefore it

Would

would be altogether unjust to charge him or his Council with the repayment thereof that he did not know the Money had been received by the said Condraigula Juggernaut Row otherwise Juggapah until the Evening before he your Petitioner quitted the Ship when he was informed by Juggapah of the transaction and seeing no other alternative and that the Persons who had paid the Money were discharged by Juggapah receiving it and having been assured to him that the Bill he offered would be punctually paid your Petitioner had thought it adviseable to accept the Bill and give the receipts and the Necessary Entries were then made on Books of account accordingly that those accounts with such Entries were by your Petitioner handed over to his Successor James Hodges and Council that the said James Hodges and his Council did soon after remove to his own house and enter upon public Business they had every opportunity of examining into the propriety of your Pet.rs taking the said Bill and that if they disapproved thereof as your Petitioner was then at Masulipatam it might easily have been returned and the Matter

Rectified

Employ's and that it was true as the Letter stated that the Said Condraigula Juggernaut Row otherwise Juggapah had been a zealous and an active Servant of the Compl.ts and was therefore well entitled to the Commodities your Petitioner had given him and thereupon your Pet.r insisted that it was a great Misrepresentation of the Complainants to endeavour to intricate the Strange Construction they had endeavoured to place on it and your Petitioner did further insist that it Was an equal Misrepresentation to give that turn to Complainants had attempted to give to the other Letter Supposed to have been written by your Petitioner which was nothing more than informing him the said Condraigula Juggernaut Row otherwise Juggapah that the Bills had been returned and admonishing him to provide for their payment and that such Letter did at least disprove that had been often intimated by the Complainants that your Petitioner had himself undertaken to provide for the payments of the largest of the said Bills and your Petitioner further insisted that he had never received any money from the said Juggapahelly Nauze but what he had faithfully

particularly accounted

rejected but that as no disapprobation had been shewn until Long afterwards your Petitioner insisted that all responsibility with him was at an end or if any existed it must rest with those who had succeeded him and who had many Expedients to have recourse to had they entertained any doubt of the propriety of the Transaction or that the Bills would not have been paid and your Petitioner in his said Rejoinder denied that he had in any manner misstated any Transaction with which he was Charged and that it rested with the Complainants and was their duty to support their Charge not by General Surmizes but by proper proofs and your Petitioner in his said Rejoinder did fully do away the insinuations of the Complainants relative to the Letter from the said Condraigula Juggernaut Row otherwise Juggapah that in regard to the Letter which your Petitioner had written to Government in favor of the said Condraigula Juggernaut Row otherwise Juggapah your Petitioner did say it was well known that such Testimonials were common in India and granted to any Servant who had been in any Employ under a European upon his quitting such

Employ

accounted for and lastly that as the Bills had not
been protested as they ought been that as your Petitioner
Was not the Complainants Receiver or Keeper of their
Cash alone as the Complainants assert he was that as his
Name is not mentioned in any of the said Bills
that as the Bills were detained at the Presidency
long after they were refused payment that as the
Complainants have by their own act deprived the principal
Drawer of all means of paying them that as all of them
were regularly accepted yet no Steps had been taken
against the Acceptor that as your Petitioner was not
indebted to the said Condraigula Juggernaut Row
otherwise Juggapah but was on the Contrary a Creditor
that as the Bill was founded on General Surmises
Without any certain Fact being brought within any certain
Law and that as it was well known that the Complainants
had made a regular Demand upon Condraigula
Juggernaut Row otherwise Juggapah for the Same
Sums upon which they had instituted their Suit
Against your Petitioner he humbly trusted that he had
fully done away the Charges Exhibited against him

And your Petitioner Sheweth

that on the said proceedings had issue did join
and Rules did pass for the examination of Witnesses
and that Witnesses were Examined accordingly on the
part of the Complainants and your Petitioner by Commission
at Masulipatam and before the Examiner at Madras
and your Petitioner Sheweth that the Witnesses produced
on the part of the Complainants do not Support the
Charges in the said Bill set forth but on the
Contrary their depositions are Vague and indefinite
Chiefly hearsay matter of opinion or matter of Belief
Without setting forth the Reasons for such belief
and your Petitioner Sheweth that to the Second
Interrogatory exhibited at Masulipatam the Complainants
have examined Several Witnesses that the Same
went merely to the appointment of your Petitioner
to the Chief ship of Masulipatam and the time of his
taking Charge thereof and as that point was fully
admitted in the said answer of Your Petitioner the
proof thereof by Witnesses was altogether superfluous
and unnecessary and your Petitioner Sheweth that to the
Fourth Interrogatory which goes to the Constitution
of the Board of Masulipatam and the particular

duties

duties trust and power of your Petitioner as Chief thereof the Complainants have examined four Witnesses and first James Hodges of Council of Masulipatam who says it is the office of the Chief as the executive Member of the Council to receive & Charge of the rents and revenues of the Districts dependant upon Masulipatam and that it was the Custom of the Chief to take Charge of the Cash and act as the Complainants Cash Keeper but that he cannot say that such acts were executed by your Petitioner Secondly William Dobyn also of Council of Masulipatam says that it was the Chiefs office to receive the Rents and Revenues as the Complainants Cash Keeper and keep the Cash Accounts solely to the best of his knowledge and that he believes the Chief gave Receipts to the Zemindars solely Thirdly Samuel Statham also of Council of Masulipatam says that the Chief is the keeper of the Complainants Cash and Cash Accounts and gives Receipts to the Renters solely as far as he understands and Andrew Scott the Secretary to the said Council says also that it was the duty of the Chief to receive the Rents and keep the Cash and Cash Accounts that the said

Offices

Offices were not entered in conjunction with any of the Council and that it had been the Custom of Chiefs to employ such Servants to assist therein of their own nomination as they could confide in and that your Petitioner did give Receipts to the Zemindars and your Petitioner sheweth that to the fourth Interrogatory which goes to shew the Manner of procuring Bills of Exchange to be remitted to the Presidency James Hodges deposes that not being in Station he does not know what made your Petr. adopted but as the Council signed the Letters that accompany the Bills it is usual with the Chief to Consult with them previous to their being taken Secondly the said William Dobyn says that the Chief was entrusted by his Council to procure Bills when he had got them he laid them before his Council and that they were then forwarded by the Chief and Council thirdly the said Samuel Statham says he cannot answer to any part of the Interrogatory and fourthly the said Andrew Scott says your Petitioner did on June One thousand Seven hundred and Eighty Six propose to his Council the Minute aforesaid that the said Council did approve thereof and that the same was confirmed by the Government of

Fort St George

Fort St. George and he thereby Conceives that your Petitioner was authorized to take up Bills as aforesaid but says that he recollects Instances after the said Bills had been taken of their having been laid before his Council and your Petitioner Sheweth that to the fifth Interrogatory relative to the Bills of Exchange first the said James Hodges deposes that he does not know whether your Petitioner consulted his Council or not about taking the said Bills but says that the Bill for about Forty three thousand Pags was delivered to him at the time your Petitioner quitted the Ship and admits that it was forwarded to the Presidency by him and his Council tho' he says he considered it as an act of Government previous to his being a Member Secondly the said William Dobyn says that having doubts of the said Juggapahs Credit he gave in a Minute but does not state what it Contained or the consequence thereof and he intimates that the two first of the Bills in question were laid before Council and that he Considered them as a part of the said Candraigula Juggernaut Row otherwise Juggapahs Balance thereby admitting that he was consulted upon their being taken and that with

regard

regard to the other Bill he intimates that he also supposed it was given in also as a part of the said Juggapahs Debt although it is evident he must have known at the time that the amount of the said Bills Was together more than ever the Complainants had Claimed and he afterwards says that your Petitioner had not consulted him on the said Billon — remitting the same thirdly the said Andrew Scott says that the Bills were transmitted to the Presidency having been taken by your Petitioner solely that he did not consult his Council previous to his taking than he knows that the Exhibit C Was laid before his Council but whether the Exhibits A and B were or were not he does not recollect and your Petitioner Sheweth that to the Sixth Interrogatory — regarding the Entries in the Books of Account the Same Witnesses are examined but neither the said James Hodges nor the said Samuel Statham Nor the said William Dobyn depose thereon the only Witness deposing being the said Andrew Scott who says he believes your Petitioner made the Entries Solely and that a Sum to the Amount of the Exhibit

C

C was entered in the Cash Account delivered over by
Your Petitioner to the said James Hodges and your
Petitioner shews that to the Seventh Interrogatory
Regarding the manner of your Petitioners leaving
his Chiefship and the taking of the said Bill C. the
said James Hodges says your Petitioner was
Removed by an order from the Court of Directors
says that the Bill was taken before your Pet.r
delivered up his Charge to him Secondly the said
William Dobyn says the Same thirdly the said
Samuel Statham who says he was absent and
fourthly the said Andrew Scott who says he does not
know when the Exhibit C. was taken but that it
Was previous to your Petitioners delivering over the
Charge to the said James Hodges he admits that your
Petitioner informed him that he had received a
Bill for forty three thousand Pagodas payable to
the president and Counsil believes he your Petitioner
did not inform his Council thereof until he delivered
over the Chiefship to the said James Hodges and
that he does not know for what Consideration it was
taken More than what Appears by the Books

of account and your Petitioner sheweth that to the
Eighth Interrogatory which contains further Enquiries
Concerning the Bills first the said James Hodges
says that your Petitioner delivered the said Bill to
him at the time he delivered over the Chiefship together
with the Cash but he does not recollect whether the
said Cash Account was delivered then or Suit afterwards
Secondly the said William Dobyn says the Cash account
was delivered but he does not know whether the
Exhibit C. was entered or not Thirdly the said
Andrew Scott says the Bill was delivered in the
Manner he had already mentioned and your Pet.r
Sheweth that to the Ninth Interrogatory which
Respects the Minute aforesaid and the Accounts
given in by your Petitioner when he quitted
the Chiefship first the said James Hodges
who says that the Minute is the same that were
given in he believes the Bill was entered in the
Cash Account Secondly the said William Dobyn
who says the same and that he Considers the delivering
the Cash Account as your Petitioners own act solely
thirdly the said Samuel Statham says he was not

Absent

Absent fourthly the said Andrew Scott who proves the Minute and says he believes the delivery of the Cash Account was Your Petitioners own Act he says that in the Cash Account the Exhibit C was Mentioned and your Petitioner Shews that to the Tenth Interrogatory which enquires whether any Complainants were made by the Zemindars to this the said Andrew Scott says that he does not recollect Any direct application to him from any of the Zemindars but that he heard so from one of his Writers and one Ramiah and your Petitioner Shews that to the Eleventh Interrogatory which respects the said Condraigula Juggernaut Row otherwise Juggapah the said William Dobyn says that he considered him as the Interpreter Generally employed on public Business that to the best of his Knowledge he had no authority to receive money from the Renters Secondly the said Samuel Statham says he was the Company's Interpreter cannot say he was Debased by our Petitioner It appears to him that he had authority to receive the Revenues from the usage of the Service thirdly the said Andrew Scott says also that he was Complainants Interpreter he does not know that he was authorized to receive the Revenues and your Petitioner Shews the Twelfth Interrogatory which regards to the Receipts of the different Sums from the Zemindars the said Andrew Scott says he believes that the Exhibit to be a true Statement of the Sum received and that so it appears by the Cash Account does not know what Receipts was given but that the Accounts were credited as before mentioned and your Petitioner shew that to the Thirteenth Interrogatory whether the Chiefs Receipts do not discharge the Zemindars the said James Hodges William Dobyn Samuel Statham and the said Andrew Scott deposing say they do and your Petitioner Sheweth that to the Fourteenth Interrogatory respecting the Transmission of Bills to the Presidency the said Andrew Scott says that it was the Custom for the Chief and Council to sign the Letters of Advice enclosing the Bills transmitted he says the first Draft of such Letters were written by himself and when Approved were copied fair and sent round by a Peon for Signature he says he does not believe they

they knew of the Bills till they saw the foul draft of the Letter and your Petitioner Sheweth that to the Fifteenth Interrogatory which speaks of the first Bill the said Andrew Scott says that the same being returned for Non acceptance was sent round to the Council with a Note from your Petitioner explaining why it was not accepted and informing them that the person who had Drawn it had agreed to let the Money remain in the Company's Treasury until it was accepted but whether the money was returned to the Treasury or not he does not know and your Petitioner shews that to the Sixteenth Interrogatory respecting the Arrears due from the said Condraigula Juggernaut Row otherwise Juggapah the said Andrew Scott says that the Board of Revenue did write respecting the same and that he Was much in Arrear he says Mr. Dobyn wrote to him in consequence and Desired him to inform Your Petitioner thereof he says that your Petitioner did deliver in an account between the Complainants and the said Condraigula Juggernaut Row otherwise Juggapah he believes the Balance to have been about

Five

five thousand Pagodas which was different from the Complainants account and your Petitioner shews that to the Seventeenth Interrogatory which records the returning of the three Bills above mentioned the said James Hodges says he does not recollect anything Material Secondly the said William Dobyn the same except the Bill being returned Thirdly the said Andrew Scott says that the Bills were returned for non Acceptance or non payment he does not recollect which he says that to the best of his Belief they were presented to the Drawers for payment and that Juggapah gave as a Reason for them not being paid was because Your Petitioner had not paid him some Sum of Money he had engaged to do and your Petitioner Sheweth that to the Eighteenth respecting respecting the Protest the said Andrew Scott says that he does recollect an Instance of the Presidency protesting a Bill which had been transmitted to them by the Chief & Council of Masulpatam and your Petitioner Sheweth that to the Nineteenth Interrogatory respecting the difference in the Receipts and Debits on the Account of the Complainants with Juggapelly Rauze the

said

Said James Rodgers the said William Dobyn and the
Said Samuel Statham deposing nothing materal the
Said Andrew Scott says that Mr. Williams did make
a Settlement with Juggapetty Rauze he believes the
Exhibit may be a true Copy thereof that the Signatures
to the Receipts produced he believes are of yours —
Petitioners Hand writing he also says that he believes
Exhibit N° 15 to be a true Copy and that Seventy one
Thousand one Hundred and fifty Six Pagodas —
Thirty four Fanams and Sixty five Cash is all that
the said Juggapatty Rauze has had Credit for
of which Thirty Nine Thousand three Hundred and
ten Pagodas appears to have been for payments made to
Charles Floyer Junior and that Thirty Six Thousand
were received by George Westcott and that the Sum
of Five Thousand five Hundred Pagodas was paid to
Your Petitioner he does not know any Reason for the
difference between what the said Juggapatetty
Rauze Charges to have paid and what is Credited
him but he has heard it explained in Council by
Venkiah it was stopped by Juggapah and he

Says

says he has seen a paper from Juggapah acknowledging
it but he says he does not know whether he paid it or not
further than he has already said and your Petitioner shews
that to the twentieth and twenty first Interrogatory respecting
the Receipts given by Charles Floyer Junior and
George Westcott Charles Floyer Junior proves the same and
your Petitioner shews that to the Twenty Second Interrogatory
which speaks of the payment of Five thousand five hundred
Pagodas by your Petitioner by Vencayah and which —
Vencayah says he did pay the same and your Petr
shews that to the Twenty third Interrogatory regarding the
Said Juggapahs Arrears first the said William Dobyn
says that the said Condraigula Juggernaut now otherwise
Juggapah was in arrears and was called upon for the
Payment thereof by the Chief and Council and that he
promised to comply but not doing so the Deponent entered
the minute above Noticed which he says produced the
two Bills A and B he says it is the Chiefs duty
to call upon the Renters for their Arrears but that any
Member of Council may also do it if he desires —
Secondly the said Andrew Scott says that Juggapah
Was considerably in Arrears says he does not know what

Payments

Payments he may have made and further that he
Considers it as the duty of the Chief to call for the
payment of arrears and that in case of their not being
paid to inform his Council thereof and your Petitioner
Sheweth that to the Twenty fourth Interrogatory
Gordadoss says that he did give a Teap in favor of
your Petitioner of Twenty Eight thousand Pagodas at
the Instance of Juggapah which he paid and he
received back the Teap which he destroyed he says
it is his Custom to destroy Teaps when they are paid and
sometimes to keep them he says he gave a Teap
on Benares for Seventy two thousand and odd Rupees
for which he received of Juggapah Thirteen thousand
Pagodas in Cash and the Remainder he promised to
pay in Eight days he says that it was Made payable
to your Petitioner and that it was paid to Mr Scott
of Benares and your Petitioner Sheweth that the
Complainants did also under a Commission to Masulipatam
Examine to Additional Interrogatories to the Second —
Whereof intended to prove the Receipts which were
given by your Petitioner the Said James Hodges
William Dobyn Samuel Statham and the Said Andrew

Scott

Scott answer in the affirmative and your Petitioner Sheweth
that to the third Interrogatory specifying the Entries made in
Consequence of those receipts the said Andrew Scott says he
believes they have been made and your Petitioner sheweth
that the fourth Interrogatory regards the Copy of one of the
Receipts which are not proved by any of the Witnesses and
Your Petitioner Sheweth that to the fifth Interrogatory
Respecting the Statement of there Receipts and how the
Money was accounted for to the Complainants the said James
Hodges William Dobyn and the said Samuel Statham
say they know nothing thereof and the said Andrew Scott
says only what is admitted by your Petitioner and
Your Petitioner Sheweth that to the Sixth Interrogatory
goes to explain the Words Summabundy and Cowl Rheone
being the argument signed by the Company the other by the
Renters. —

And your Petitioner Sheweth
that he did also Examine Witnesses at Masulipatam under a
Commission and further Sheweth that to the Second —
Interrogatory the said Andrew Scott did say that the Duties
of the Chief and Council had Varied during this Secretaryship
the Business of the Revenue being sometimes entrusted to the

Chief

Chief alone and sometimes Jointly to him and his Council but the Receipts thereof is always in the Chief Alone as Cash Keeper and that in Case of any Mismanagement arising in consequence of a Resolution of the Chief and Council he considers they would be equally answerable to the Third Interrogatory the said Samuel Statham says that he cannot recollect that your Petitioner Possessed any greater Authority or responsibility than former Chiefs and consequently did not exercise greater Authority than former Chiefs had done before him and the said Andrew Scott to the same Interrogatory says that your Petitioner as he Conceives did acquire greater Authority respecting Bills and that he did exercise greater powers but not respecting the Revenues and to the Fourth Interrogatory he says that the Mode has Varied often according to Circumstances in the Manner of transmitting Bills sometimes the Bills are laid before the Council and sometimes sent round to them and that the Mode pursued by your Petitioner was much the same to the Fifth Interrogatory he says the Members of Council were most of them longer Resident there than your Petitioner and that they might form their opinions of the Drawers from such their Residence and to the Sixth Interrogatory he the said Andrew Scott says he conceived the Members of Council were at all times Authorized to offer their opinions to the Chief Respecting Bills of Exchange or any other public Business that it was a Duty incambent on every Member of Council who knew or believed a Bill of Exchange received by your Petitioner to have been bad or Doubtful to state such opinion to the Chief to the Seventh Interrogatory the said Andrew Scott says the Method taken by your Petitioner with respect to Bills of Exchange was sometimes to lay them before Council and sometimes the particulars were specified in the Draft of a Letter intended to enclose them to Government which Draft was sent Round in circulation for the Information of each Member of Council he did not recollect that any Bill was transmitted to the Presidency during your Petitioners Chiefship — Without the unanimous consent of all the Members of Council all the efficient Members of which did Always or — Generally sign such Letters as enclosed the Bills transmitted to the Eighth Interrogatory the said Andrew Scott says the Chief is Keeper of the Cash at Masulipatam but

But he does not conceive him enabled to dispose thereof without the permission or Approval of the other Members of Council that the Custody and Superintendance of the Cash Was Vested in the Chief solely who laid Accounts of his Receipts and disbursements before the Council when the Chief and Council have agreed to take any Bills of Exchange to be transmitted to the Presidency he conceived Such Agreement to be a Sufficient Authority for the Chief to issue such Sum or Sums of Money as may be Required for the purchase of the same and the issuing of Such Money has always been Considered as a Matter of Course and this is corroborated by the Deposition of the said Samuel Statham to the same Interrogatory and the said Andrew Scott to the Eleventh Interrogatory says that all the Bills remitted in June July and August were paid to the twelfth Interrogatory the said Andrew Scott says there was an order from Government to make Remittances and that the State of the Treasury at Masulipatam did not Admit of their sending the same Required in Specie And says he understood the Remittances made were in Consequence of those orders And that they were sent by the Chief and Council Jointly

Jointly and conceives it was the Joint duty of the Chief and and Council to be Careful that the Remittances Required should be made as speedily as possible and that by Neglecting it they would have incurred a Joint Responsebility at the same time he thought that it Was the Chiefs peculiar duty to procure the said Remittance to the Thirteenth Interrogatory the said Samuel Statham and the said Andrew Scott say the said Condraigula Juggernaut Row otherwise Juggapah made several payments. but they do not know the Amount to the Fourteenth Interrogatory the said Samuel Statham says that Orders from the Board of Revenue as above mentioned were sent to the Chief and Council Jointly and that it Was their Joint duty to obey them and the said Andrew Scott to the same Interrogatory says they Were addressed Jointly that it Was usual for the Chief to Make demand of payment first and then to Report it to the Council to the Fifteenth Interrogatory the said Samuel Statham says that Juggapah was Appointed some years before by the Chief and Council and Approved of by the Government of Fort St. George and that he was in the Habits of Receiving Rents for the Complainants and the said Andrew Scott to the same Interrogatory says he was Appointed the

Complainants

Complainants Interpreter by Government does not Conceive he authorized to receive their Rents but he supposes he was
Was in the Habit of Receiving them to the Seventeenth
Interrogatory the said Andrew Scott speaking of the Bill of
Exchange in exhibit Market C. says that it was delivered
in by your Petitioner at the time he quitted the Chiefship
and no Objection made thereto that he recollects that the Council
did first assemble at the Company's Garden House to receive
the Resignation of your Petitioner that the said James Hodges
did then assemble the Council of his own House and that it
Was then agreed that the Bill should be remitted to the
Presidency without any objection being made thereto by the
Succeeding Chief and his Council to the Eighteenth Interrogatory
Relative to the Soucars refusing to draw Bills at the Intro
of ten per Cent the said Andrew Scott says he believes they were
averse thereto to the Nineteenth Interrogatory the said Andrew
Scott says the Chiefs Receipts to the Genundars and
Renters are the only regular Vouchers to the Twentieth
Interrogatory the said Andrew Scott says that Vanegyah
Juggapetty Ranjee Vakeel Charged Juggapah with
Stopping the said Sum of Nine thousand Six hundred
Pagodas and believes Your Petitioner was not applied
to about it till after he quitted the Chiefship to the

Twenty

Twenty first Interrogatory the said Samuel Statham says it is
the Custom to make out an Account of all Monies received and
issued by the Chief and to lay the same before the Board and that
the Members has an authority to examine such Account and to
point out any Errors in it and such Account when past becomes
a joint act of the Chief and Council and that all responsibility as
he conceives became Joint and which is corroborated by the said
Andrew Scott to the same Interrogatory and who further says
that your Petitioner did conform to such mode to the Twenty
Second Interrogatory the said Samuel Statham says he never
considered the Chief and Council responsible for arrears or that the
Complainants expected they should be so and the said Andrew Scott
to the same Interrogatory says that many of the Renters were more
in arrears than Juggapah and that he does not conceive that the
Chiefs or their Council are considered as responsible To the
Twenty Fifth Interrogatory the said William Dobyn says
that the Account delivered in by Juggapah Was sent to the
Presidency with the Consent of the Council and the said Andrew
Scott to the same Interrogatory says there was such an account
delivered in, in which the Sicca were new arranged that no Objection
Was made thereto by any of the Council and that the same was
transmitted to the Presidency to the Twenty Sixth Interrogatory

Does

goes to the custom of the Company's Interpreter receiving money from the Renters in the time of James Daniel and Morgan Williams your Petitioners predecessors to which the said Andrew Scott answered in the Affirmative to the Twenty Seventh Interrogatory which particularly relates to the Lists following Are the said Andrew Scott says there might have been a Minute delivered in your Petitioner and he believes it might be specified that the Lists for the Preceding Year had been paid in August by the said Juggapah he believes it Was Agreed to allow some of the Zemindars to be debited for the Rest of the first year in the Month of March and he further says the Chief and Council did receive a Letter from the Board of Revenue and he delivered they did Not therein express their Disapprobation of the Account aforesaid to the Twenty Ninth Interrogatory respecting the taking the Bills for forty three thousand Pagodas and upwards in Exhibit Marked C. the said William Dobyn says that your Petitioner delivered it in the day before his quitting his Chiefship he does not know whether Your Petitioner was Authorized to receive Bills without his Council and the said Samuel Statham says that he does not know that your Petitioner was exclusively Authorized

to

to take Bills to the Thirtieth Interrogatory the said Andrew Scott says that your Petitioner did inform him of the Bill in Exhibit C but does not recollect that he informed him of particulars believes the Bill would have been sent round or in some other Manner Mentioned to the Members of the Council if the Council did not meet as it did not he does not think the Zemindars who had made payments to the said Condraigula Juggernaut Row otherwise Juggapah could have been compelled to pay the Same over again whatever Might have been the Manner in which the Money so received had been Appropriated that it was customary to grant Receipts for any Bills of Exchange received from any of the Renters in the same Manner as if Such payments were made in Cash and that he believes the Bills were returned in July for non acceptance he further says it has been Customary for the purchase Money of Bills of Exchange to be paid immediately after the Chief and Council agree to receive such Bills— Your Petitioner Sheweth that he did also Examine some Witnesses at Madras and the one of whom Charles Nicholas White says that he considered the Duties of collecting

and

and receiving the Revenues at the Different Factories Subordinate to Fort Saint George Vested Jointly in the Chief and Council that two Bills were remitted from Masulipatam drawn by Condraigula Juggernaut Row, otherwise Juggapah on Seleramiah some time in June or July one thousand Seven hundred and Eighty Six and that they were both punctually paid he also says he Recollects it is Mentioned in a Letter dated the tenth of July one thousand Seven hundred and Eighty Six that the Chief from a Conviction of Governments having occasion for all the supplies that could possibly be remitted from thence Your Petitioner had proposed to defer the payment of certain Arrears due that District in Consequence of which he had been authorized to transmit Bills for the purpose of transmitting them to the Presidency he also says that no Bills had been Remitted from September one thousand Seven hundred and Eighty Seven till April one thousand seven hundred and Eighty Seven when Government had Advised that a Lack of Cagodas should be sent over Land unless they could procure Bills of Exchange in favor of the President and Council for a part or for the Whole thereof and he further says that that the Execution of these Orders appeared

to him to involve the Council in responsibility as well as the Chief that the Orders respecting Juggapahs payments were addressed to the Chief and Council Jointly and not to the Chief alone and that it Was certainly the Duty of every Member of Council to enforce the orders of Government he further says he believes that Juggapah had for some time been in the Custom of Drawing Bills in favor of the President and Council upon Seleramiah as well as upon Sattanah and that Such Bills have been paid as punctually as others he also says that other Renters of the same Districts as Juggapah Rented had been More in Arrear than Juggapah was during your Petitioners Chiefship and particularly Lachema Nardoo Pundit and Vencata Kistna Row that the Arrears of those two last had never been paid and that he does not know that the Complainants considered the Chief for the time responsible for the payment thereof that since the Commencement of the present Suit Juggapah has been Required to give Security that he would not quit Madras without permission of Government but that no such Security has hitherto been given Benjamin Roebuck respecting the Custom of protesting Bills and says positively that

if Such Bills are not protested and returned immediately to the Persons from whom they have ban received that the Drawers of Such Bills of Exchange are thereby discharged from any responcibility and the Holders thereof lose their recourse on the Remittances and your Petitioner Sheweth that to this point he has also examined Several others who all depose the same or nearly the Same as the Said Benjamin Rolbuck William Balfour Secretary to the Board of Revenue conforms that part of the Deposition of the said Charles Nicholas White respecting Some Renters of the Districts that Juggapah Chetty says that Several of them had been more in Arrear than Juggapah was that such Arrears had not been re paid and that the Chief had not been considered as liable says that Juggapahs account with the Compy was transmitted by the Chief of Masulipatam to the Board of Revenue at Madras and does not Recollect that any objection was made thereto either by the Council at Masulipatam or the Board of Revenue and your Petitioner Sheweth that Arnachellum the Complainants Shroff says as the said Charles Nicholas White said that two Bills one for twenty thousand and the other

other for ten Thousand drawn by Juggapah upon Sitteramiah had been remitted and punctually paid and further that Juggapah had been long in the Custom of Drawing Bills in favour of the presidency upon his Agent — John Turing says that he was well acquainted with the Manner of collecting and receiving the Revenues at the Different Factories and that the Duty thereof where there is a Chiefship is Vested in the Chief and Council and of Course they are collectively answerable and that the Collection of the Revenues of the Districts of Masulipatam is placed Jointly in the Chief and Council and Robert Woolf deposed that he was Subaccountant General and that it appeared by the Complainants Cash account of Masulipatam that between the Month of June One thousand Seven hundred and Eighty Seven there had been paid out of the Treasury of Masulipatam for Bills upon the Chief and Council thereby the Presidency upwards of One hundred and fifty Six thousand Pagodas and Edward John Holland also deposes that were larger Arrears due from other Renters than there were from Juggapah during the time of your Petitioners Chiefship that there Arrears had never been paid or the Chiefs held Responsible and which is Corroborated by

by the said James Hodges who also says the same and Thomas Ockburn deposes that the Debt of Lachamanaw-doo Pundit the former Renter of the same Districts which Juggapah rented is of One hundred and Seventy thousand Pagodas in arrears he further says that there is another Balance due from Vancatahistna Row he also says that your Petitioner is not debited in the Complainants Books for any Sum of Money whatever and this is corroborated by the said Robert Wolf and your Petitioner Sheweth that the said Morgan Williams deposes that he was of opinion that the responsibility for any Mismanagement in the Collection of the Revenue was Jointly placed in the Chief and Councel and not in the Chief alone and arthur Langford Cooke says that he has looked at the Account Current Marked A being the Account between your Petitioner and the said Condraigula Juggernaut Row otherwise Juggapah as well as at the Several Items mentioned therein and the Balance therein stated to be due that he was of your Petitioners Family during his being Chief of Masulipatam as Well as for a Considerable time before and well acquainted with your Petitioners Money Transactions and

and affairs and that from Such his Situation and Knowledge he does upon his Oath believe that the Several Sums therein debited and Credited were Justly and Truly due and Owing as they are therein Charged and that the Balance therein stated to be due was then Really truly Justly and bonafide due from the Said Condraigula Juggernaut Row otherwise Juggapah to your Petitioner he also proves the Exhibit B. being the account Current Signed by the said Condraigula Juggernaut Row otherwise Juggapah and he said that before his Signing the same he did fully examine it and he believed perfectly understood the Several Items therein Charged he also says he was present at the Settling of the account betwan your Petitioner and the said Condraigula Juggernaut Row otherwise Juggapah he says the said Condraigula Juggernaut Row otherwise Juggapah did draw himself in his own hand writing from Vouchers that were produced at the time of the settlement and that after the same had been fully examined and out the same A Approved he signed his name thereto that he firmly believes the Sums mentioned were actually lent and Advanced at the times specified that for part of the Sums your Petitioner has received three Teaps of Cashavadoffs Soucar Pos Ten thousand Pagodas which

were

were delivered up upon payment of the Amount he also says he believes in his conscience that the Sum of Twenty Eight thousand Pagodas was paid to the said Condraugula Juggernaut Row otherwise Juggapah in money from your Petitioners own Cash for a Seap which the said Condraugula Juggernaut Row otherwise Juggapah delivered to your Petitioner of Gordadass Soucar for the said Sum of Twenty Eight thousand Pagodas and that the Said Seap was delivered up upon its being paid he further says that the said Condraugula Juggernaut Row otherwise Juggapah has often applied to him the Witness to desire your Petitioner to lend him Money he further says he does not know of your Petitioners having ever received any thing as a Gift or present or other any promise was made to him to that effect and that from the Confidence he was in with your Petitioner it is almost impossible that your Petitioner could have received any large Sums of Money without his knowing it.——

And your Petitioner sheweth that in order the More effectually to expose the fallacy of the Charges in the Complainants said Bill—

Contained and to demonstrate their total Want of Foundation in truth and at the same time to establish the several matters and things setforth in the Defence set up by your Petitioner he begs leave to state from the evidence produced in the Cause the material points in question and arranging them under distinct heads place the whole in that light in which the merits and demerits of both of the Complainants and your Petitioner may most conspicuously appear and first in regard to your Petitioners Authority as Chief of the Council of Masulipatam which the Complainants Charge was greater than that of his Predecessors your Petitioner sheweth that the Complainants have not produced a single Witness who has deposed in Support thereof further than General Surmises and on the part of your Petitioner the said Samuel Statham to the third Interrogatory Says he does not know that your Petitioner possessed any greater Authority or responsibility than former Chiefs and consequently did not exercise greater powers and William Dobyn to the fourth Interrogatory on the part of the Complainants says the Chief was entrusted by the Council to procure Bills and Cash

Examined

Examined to the Twenty Ninth Interrogatory Says he does not recollect whether the Chief was or was not Authorized Exclusively to receive Bills without the Authority of Council and Andrew Scott who labours most to establish the point goes no further than conception Arising from the Minute delivered in by your Petitioner and confesses to the fourth Interrogatory on the part of Your Petitioner that your Petitioner observed the usual mode adopted by former Chiefs and although to the fifth Interrogatory on the part of the Complainants he says that he does not know whether one or both of the Bills A and B was or was not laid before Council Yet Cross Examined to the Seventh Interrogatory he says that the method taken by your Petitioner during his Chiefship respecting remittances was sometimes to lay the Bills of Exchange before Council and Sometimes not when the latter the particulars were generally if not always specified in the Draft of a Letter intended to enclose them to Government which draft was sent round in circulation for information of each Member of Council and that he does not recollect that any Bill was transmitted to the presidency during your Petitioners

Chiefship

Chiefship without the Unanimous Consent of all the Members of Council and again although to the Sixth Interrogatory the said Andrew Scott says that to the best of his knowledge the Cash Account was debited by your Petitioner solely without any Communication with Council for the three Bills of Exchange yet Cross Examined to the Twenty first Interrogatory he says that the monthly Receipts and Issues of Cash on Account of the Company have been sometimes laid before the Members of Council and certainly were ready if any Members of Council had called for them and were sometimes sent Round for the inspection of the different Members of Council and further says it was the duty of Council to Examine such Accounts and to point out any Error or omission that they may know of and conceives that such Account being passed by Council and Approved by them render it a joint act of the Chief and Council This is Corroborated by the deposition of morgan Williams to the Twelfth Interrogatory on the part of your Petitioner and the said Thomas Cockburn depose that your Petitioners Accounts were sent every Month to the Board of Revenue from all which as well as by a Number of other Circumstances

that

that might be adduced your Petitioner humbly insists it will appear that your Petitioners Authority was under the Control of and circumscribed by the Members of Council and that it was the same in every respect as had been possessed by his Predecessors and your Petitioner Sheweth that as to his power to remit Bills and his conduct in remitting them it has been already Shewn by the deposition of Andrew Scott to the Twenty first Interrogatory on the part of your Petitioner that he your Petitioner observed the same mode in the premises as had been observed by his Predecessors in office that the Bills taken by your Petitioner were received with the Unanimous approbation of the Council and by them remitted to the Presidency and to the Seventh Interrogatory the said Andrew Scott further says that your Petitioner did sometimes lay the Bills before Council and sometimes not and when the latter the particulars were specified in the Draft of a Letter intended to enclose them to Government which Draft was sent round in Circulation for the information of each Member of Council and he does not recollect that any Bill was transmitted to the Presidency during your

Petitioners Chiefship Without the Unanimous consent of all the Members of Council and the said Samuel Statham and Andrew Scott to the Sixth Interrogatory on the part of your Petitioner say it was the duty of the Members of Council to point out insufficiency with hold their Consent and if they Appeared bad or doubtful to state their objections and the said Andrew Scott to the fourth Interrogatory on the part of your Petitioner says that your Petitioner pursued the usual mode adopted by former Chiefs whereupon your Petitioner says that his power in remitting Bills was not only Subject to the control of his Council but that it was a duty incumbent on them to exercise that Control and that therefore in fact your Petitioner had No power whatever evidently no power independant of his Council and in regard to your Petitioners being more Competent to Judge than the Members of Council of the Drawers and Drawees of Bills as charged in the Complainants said Bill of Complaint your Petitioner Sheweth that the said James Hodges and William Dobyns to the Eleventh Interrogatory on the part of the Complainants State that they have known Juggapah the former Sixteen and the latter Twenty years he lived amongst them and

As

as the public Intepreter of the Complainants was in the habits of daily Communications with them and as one of their Zemindars and renters and from a variety of the facts that continually arise in the detail of evidence his Circumstances must have been fully known to them and your Petitioner on the other hand could not have known him for more than two years at the utmost that is how during the period of his your Petitioners Chiefship and your Petitioner Sheweth that with respect to his authority for issuing money in payment of Bills taken he was governed entirely by the rules of the Complainants Service in like cases and this is proved by the Deposition of the said Samuel Statham and Andrew Scott who to the eighth Interrogatory on the part of your Petitioner say that when the Council have agreed to take Bills it is a sufficient authority to issue the money required for the purchase thereof as a matter of Course and your Petitioner says that in order to shew that the said Suggapah and Sitteramah were in the habits of drawing and accepting Bills as stated in your Petitioners said Answer he says the same is fully established by the Deposition of Charles Nicholas White and Arnachellum to the Twelfth Interrogatory on the part of your Petitioner and also by the Deposition of the said Andrew Scott who to the Ninth Interrogatory on the part of your Petitioner not only proves the fact but that the Bills so drawn were paid and to the Eleventh Interrogatory he says that the Bill of Vencataram Rauze the Exhibit A was the first Bill returned for want of payment and which is further substantiated by the Deposition of Charles Nicholas White and Arnachellum to the fifth Interrogatory on the part of your Petitioner and your Petitioner Sheweth that as to the Sum of one Lack of Pagodas set forth in his said answer it is proved by the said Andrew Scott to the Twelfth Interrogatory on the part of your Petitioner that the Letter containing the order respecting it was addressed to the Chief and Council that it was their joint duty to remit the same and that the subsequent remittances were made in consequence and Chas. Nicholas White to the tenth Interrogatory on the part of your Petitioner says the Execution of such orders involved the Chief and Council jointly and your Petitioner Sheweth that with respect to the orders of the Board of Revenue respecting Suggapah the said Samuel Statham and the said Andrew Scott to the fourteenth Interrogatory on the

the part of your Petitioner say such orders were addressed Jointly to the Board directing that Juggapah might be More punctual and that it was their duty Jointly to obey and as to Juggapahs Authority the said Samuel Statham to the Sixteenth Interrogatory on the part of your Petitioner Says that as Interpreter and Debash to the Complainants he was in the habits of receiving Tribute &c. and to the Eleventh Interrogatory on the part of the Complainants he says positively that Juggapah had Authority by the usage of Service to receive Rents and Revenue and the said Andrew Scott to the thirtieth Interrogatory on the part of your Petitioner says the Zemindars having paid money to Juggapah could not be called upon again and which circumstances shew that the said Juggapah as a public Servant of the Complainants was possessed of Powers even independant of your Petitioner and particularly in receiving the rents and revenues — and your Petitioner Sheweth that with regard to his Accounts of Issues the said Andrew Scott to the Twenty first Interrogatory on the part of your Petitioner says it was the Councils duty to examine and point out errors and passing the accounts rendered them Jointly Responsible that it is the Custom for the Chief to lay monthly Account before Council that your Petitioner conformed thereto and that his Accounts were always ready for inspection and sometimes sent round and it is in proof upon the deposition of the said Thomas Lockburn that your Petitioners Accounts were regularly sent every month to the Board of Revenue from whence it will fully appear that your Petitioner acted with respects to the Complainants Cash in like manner as his predecessors had done that he was under the Control of his Council and who in passing his Accounts became Jointly Responsible with him and your Petitioner Sheweth that the said Andrew Scott and the said Samuel Statham to the Twenty Second Interrogatory and William Balfour to the thirteenth Interrogatory on the part of your Petitioner say that the Chiefs are not responsible for the arrears of the Zemindars and renters so that whatever might have been the Arrears of the said Juggapah Your Petitioner was in no wise implicated therein nor accountable therefor and your Petitioner Sheweth that the said Andrew Scott to the twenty fifth and to the Twenty Sixth Interrogatory Say's that your Petitioner did deliver into Council signed by Juggapah on account between him and the Complainants and a Statement of Juggapahs Balance and not objected

objected to by Council and the said William Balfour to the Thirteenth Interrogatory on the part of your Petitioner does not recollect any objection was made thereto by the Board of Revenue except to the Merasee and as that was no more than Twenty thousand Pagodas and as Juggapah own Statement of the Balance amounted to no more than five thousand Pagodas the whole amount due by him could not have exceeded Twenty five thousand Pagodas — And your Petitioner Sheweth that with respect to the Mismanagement or misfeasance as charged by the Complainants it fully appears throughout the proceedings and the detail of evidence that no objection was ever made to his management by the Council and the said Morgan Williams to the Sixth Interrogatory on the part of your Petitioner says that if Council do not object to any mismanagement the mismanagement falls jointly on the Chief and Council and that the Council had an opportunity of making any objections is evident for the said Andrew Scott says as above set forth deposing to the Twenty first Interrogatory that the Cash Accounts were sometimes sent round for the inspection of the different Members and always ready when called for so that there could not possibly be any

Separation

Separation of Responsibility of the Chief and Council and your Petitioner Sheweth that in regard to the Charge in the Complainants Bill stated that the said Juggapah was debash to your Petitioner the said James Hodges and William Dobyn to the Eleventh Interrogatory on the part of the Complainants say they do not know he was debash to your Petitioner and the said arthur Langford Cooke to the Second additional Interrogatory on the part of the Complainants says he was not debash to your Petitioner — and your Petitioner Sheweth that it has already appeared that orders were sent to the Chief and Council of Masulipatam for a remittance of one hundred thousand — Pagodas and that the subsequent remittances were in consequence, and those remittances embraced the Bills of Exchange in Exhibit and Marked A B. and C. and first with respect to the Exhibits A and B William Dobyn to the fifth Interrogatory on the part of the Complainants shews they were delivered into Council and received and remitted by them to the presidency — It has also appeared that Juggapah had been in the habits of granting Bills in favor of the Company and that they had been all punctually paid until the Bills in question and it has further appeared that a Bill being accepted by the Council was a sufficient authority for the Chief to issue the Amount from the treasury which

Was

Was a sufficient Authority for the Chief to issue the amount from the treasury which was considered as a matter of course therefore your Petitioner Sheweth that the amount for the two Bills in question A and B after they had been received were paid to Juggapah by your Petitioner as a matter of course and they were remitted to madras by the Chief and Council — Jointly — and your Petitioner Sheweth it will appear by evidence first that your Petitioner did not take Bills from Juggapah without a certainty of Funds being at Madras for its payment and Secondly that Funds were appropriated for that purpose and that a part of the amount of one of the Bills had from those funds been actually paid to the Company's Shroff Sabtomby to the fifteenth Interrogatory on the part of your Petitioner shews that your Petr did not take the said Bills until he was certain funds were provided by the said Juggapah for the payment thereof and he sets forth what those funds were and Vancapah to the Seventeenth Interrogatory also on the part of the Complainants says that he did accept the Bill in Exhibit A that he received from a person in his deposition named the Sum of Five thousand five hundred

Pags

Pagodas an account of the said Juggapah and that he actually did pay the same to Arnachellum the Complainants Shroff in part payment of the said Bill Marked A and with respect to the Bill in Exhibit Marked C your Petitioner Sheweth that the said Andrew Scott to the Fifth additional Interrogatory on the part of the Complainants says he recollects that the Complainants Cash account was debitted in Several Sums from the first to the tenth of June one thousand Seven hundred and Eighty Seven inclusive but that Condraigula Juggernaut Row otherwise Juggapah did sometime afterwards declare to the Chief and Council that all or part of the Sums specified on the debtors side of the aforesaid Cash account did make and Constitute the amount of Forty three thousand Pagodas and upwards for which the Bill of Exchange which the Deponent believes to be the same with the Exhibit Marked C. was delivered to your Petitioner the Deponent further recollects to have seen a paper that Was delivered to the Chief and Council by the aforesaid Condraigula Juggernaut Row otherwise Juggapah specifying the particular Sums that constituted the Amount of the aforesaid Bill of Exchange as also from what persons

the

the said Sums were declared by Condraigula Juggernaut Row otherwise Juggapah to have been received on account of the Company's Revenue the Complainants Debt account delivered by your Petitioner to the said James Hodges on the Eleventh of June by an Entry dated the tenth of June one thousand Seven Hundred and Eighty Seven specified that the amount of the Bill had been paid out of the Complainants Treasury to the aforesaid Condraigula Juggernaut Row otherwise Juggapah and William Dobyn to the fourth Interrogatory on the part of the Complainants says that Chief was instructed by the Council to procure Bills on Madras and when he got them he laid them before Council acquainting them with their goodness and they were forwarded by Chief and Council if approved of but Ross Examined to the Twenty Ninth Interrogatory he says he does not know whether your Petitioner was or was not authorized by Council to receive Bills Exclusively without the Sanction and the said William Dobyn on the part of the Complainants to the Sixth Interrogatory says that your Petitioner Never Consulted him in Council about remitting the Amount of the Exhibit C to Madras or at any other

Period nor does he know he consulted any one but believes it a business entirely of his own doing and he the same deposition and almost immediately preceding he says that he went with the said James Hodges to receive Charge of the Settlement from your Petitioner that the said James Hodges and your Petitioner withdrew and on remitting your Pet.r produced a Bill of Condraigula Juggernaut Row otherwise Juggapah upon his agent at Madras and the said Andrew Scott to the Seventeenth Interrogatory on the part of your Petitioner says that the Council of Masulipatam assembled at the Garden House to receive the Resignation of your Petitioner and afterwards assembled in the said James Hodges own House when it was agreed that the Exhibit C. should be remitted to the presidency by the Acting Chief and Council without any objection either by the Acting Chief or any Member the said William Dobyn at the Conclusion of his deposition says he does not know the person on whom the Bill was drawn was Juggapahs agent or not Ross Examined to the Twenty Ninth Interrogatory he says your Petitioner delivered the

Exhibits

Exhibits Marked C into Council on the day immediately
previous to his resignation considered the propriety
of receiveng the said Bill and gave it his Sanction
and Approbation and immediately following he says
the Bill had not received the usual Sanction of the
Board and therefore does not conceive any responsibility
would devole upon himself and the other Members of
Council and again that he did not know until your
Petitioner was gone that the Amount was cash paid out
of the Cash Chest but Andrew Scott to the Seventeenth
Interrogatory on the part of your Petitioner says that
when your Petitioner delivered in the said Bill
C. into Council he delivered at the same time a Cash
Account specifyeng that the Amount of the said Bill
had been paid out of the Treasury the day before and
the said Andrew Scott to the fifth Interrogatory on the
part of the Complainants says he knows that a
Bill to the Amount of Exhibit C. was laid
before Council on the Eleventh June one thousand
Seven hundred and Eighty Seven at which time he
delivered over the Charge of the Settlement to the said
James Hodges and to the Eleventh Interrogatory he says
he knows that your Petitioners Cash accounts was credited
for forty three thousand Dollards the Amount of a
Bill which he believes to be the Exhibit C but to
the fifth additional Interrogatory he says he cannot
state from Memory whether Complainants Cash account
was or was not debited on the tenth June one thousand
Seven hundred and Eighty Seven in any particular
Sum to the Amount of his Bill of Exchange Marked C.
yet Cross Examined to the Seventeenth Interrogatory
he says that at the time your Petitioner delivered in the
said Bill Marked C he also delivered in a
Cash Account specifying that the Amount of the said Bill
had been paid out of the Treasury the day before
And to the Seventh Interrogatory on the part of the
Complainants he says that a Bill to the Amount
of Exhibit Marked C was specified in the Cash
Account delivered over by your Petitioner on the
Eleventh of June one thousand Seven hundred and eighty
Seven to have been paid out of the Cash on the tenth of
June that your Petitioner did not consult with him
Nor does he know or believe that he consulted with any
of his Council upon the propriety or necessity of
taking

taking the said Bill before he had taken it that on the Evening of the Tenth or in the Morning of the Eleventh of June Your Petitioner informed him that he had received a Bill of Exchange payable to the president and Council for forty three thousand Pagodas which he the Deponent observed would bean acceptable remittance that he saw a paper in your Petitioners hand which he believes to be the Bill your Petitioner spoke of and then in the most unaccountable Manner he says that he believes the Exhibit alluded to in the Exhibit N.o 5 to which he is Examined / to be throne the Deponent has already Mentioned he saw in your Petitioners hands on the Evening of or in the Morning of the Eleventh June — one thousand Seven hundred and Eighty Seven From all which Circumstances your Petitioner humbly Submits it Will Appear in full proof that the said Bill in Exhibit Marked C. was received by your Petitioners Successor the said James Hodges and Council upon — deliberation thereon and other different periods first at the house of your Petitioner and afterwards at the House — of the said James Hodges further that the Ack account Specifying the particulars relative to the Amount of the

Said

said Bill was delivered in by your Petitioners of the time that he delivered in the said Bill and that in passing the said Account without objecting thereto rendered the said James Hodges and his Council jointly responsible with your Petitioner and the more particularly as the said Bill remained with them the said James Hodges and his Council after your Petitioner had quitted his Chiefship aforesaid and was no longer in office and as your Petitioner was not even concerned in remitting the said Bill but that the same was remitted by the said James Hodges and his Council and your Petitioner says that in taking the said Bill he evidently acted for the benefit and advantage of the Complainants and this is in some degree in proof for the said William Dobyn to the twenty Ninth Interrogatory on the part of your Petitioner speaking of the Bill in question says he considered the propriety of taking the said Bill and gave it his approbation for that on account of the said Juggapahs desperate situation he was glad to receive anything that might be considered as a means of lessening his debt and your Petitioner says that as it

Appears

appears in evidence that the said Juggapah had received Money from the Zemindars to the amount of the said Bill and as the said Andrew Scott has deposed that the Zemindars having paid money to Juggapah it Could not be again demanded from them all that remained Was to procure from the said Juggapah the best Securety he could give and as his Bills formerly drawn were all regularly paid your Petitioner had no reason to doubt the payment of any future Bill he might draw he took the exhibit C as the best and as your Petitioner and his Council had reason to believe as aforesaid undoubted Securety — And your Petitioner Sheweth that with respect to the difference of about Nine thousand Six hundred Pagodas and which is a part of the amount Charged by the Complainants in their said Bill to be due to them from your Petitioner the Andrew Scott to the Twentieth Interrogatory on the part of your Petitioner says that Juggapetty Rauzees Vaheel did declare before the Chief and Council but at What particular time the deponent cannot recollect that Condraigula Juggernaut Row otherwise Juggapah had out of the Sum paid on account of the said Juggapetty

Rauze

Rauze for the Complainants With held a certain Sum to the best of his recollection about Nine thousand five hundred or Nine thousand Six hundred Pagodas and that he does also know such Sum of Money said to have been so with held to be nearly equal to the difference between the Amount for which Juggapetty Rauze is credited in the Masulipatam Revenue Cash account and to the Nineteenth Interrogatory he says he remembers to have heard it explained in Council by Dimey Rauze Vanciah that the Sum of Nine thousand Six hundred and fifty Pagodas three Panams and fifteen Cash of Merchants had been with held by Juggapah from Cash paid by Juggapetty rauze on account of his Revenue to the Complainants and does further recollect to have seen a paper signed by Juggapah specifying that he had Received and with held the Sum of Nine thousand Pagodas and upwards from the Complainants Treasury being money paid by Juggapetty Rauze on account of his Revenue from which your Petitioner says it Appears that at the time Juggapetty Rauze demanded and obtained receipts as for so much money paid into the Companys Treasury he perfectly Well knew and artfully

Concealed

Concealed the Circumstance of the Nine thousand Pagodas being with held by Juggapah and consequently that he Was demanding receipts for more money than he had paid and which Amounts to a fraudulent fraud and collusion between the parties and consequently that Juggapaty Lauze is liable to pay the Amount and that no responsibility on Account thereof can attach itself to your Petitioner. —

And your Petitioner Sheweth that upon the above proceedings the Cause came on to be heard on Tuesday the Nineteenth day of April in the present year of our Lord one thousand Seven hundred and Ninety one Before the said Mayors Court when the said Court was pleased to order and Decree and did accordingly order and Decree that your Petitioner should pay unto the Complainants the Amount sued for with Costs of Suit as by the Copy of the said Decree the original being ready to be produced at the hearing may more fully Appear. —

By which said Decree your Petitioner doth conceive himself Aggrieved and doth therefore Appeal therefrom to this Court for the following

Reasons

First Because the said Mayors Court had no foundation whereupon to ground their said Decree for that it is an invarrable Rule and regedly adhered to in all his Majestys Courts that in order to entitle a Complaint to a Decree he should substantiate the Several Charges set forth in his Bill by the Testimony of Witnesses provided the said Charges be denied in the Answer of the Defendant and your Petitioner sheweth that the Complainants so far from having substantiated the Charges set forth in their said Bill that many of them stand refuted by their own Proofs others have been abandoned and that the Support which has been given is no other than hearsay Matter of opinion or belief without a Reason Assigned for such Belief and is Vague inconsistent and Contradictory and therefore the said Decree of the said Mayors Court given thereon is erroneous and your Petitioner is by reason thereof greatly Aggrieved thereby. —

Secondly Because it is evident on the face of the Proceedings at the same is admitted by the Complainants that no one of the three Bills of Exchange upon which the such is brought was ever protested for non Acceptance or non payment when the same was refused by the Drawers

thereof

thereof as by the Laws of Merchants ought to have been done to Charge the remitter or any other person concerned therein with the payment thereof and the more particularly as it Appears by the evidence of Andrew Scott that the Complainants had thought it Necessary upon a former Occasion to protest a Bill for non Acceptance that had been transmitted to the Presidency by the Chief and Council of Masulipatam. —

Thirdly Because it is evident from the proceedings and as the same is admitted by the Complainants that the said Bills of Exchange were sent by their President and Council at Fort St. George a considerable Time after they had become due and not returned as they ought to have been by the Drawers wherefor and by reason thereof the Complainants have taken upon themselves any and every Loss that might arise from their non payment for that otherwise they would benefit by their own Laches and no man can take Advantage of his own wrongs. —

Fourthly Because it is evident from the Witnesses examined both on the part of the Complainants and of your Hon.ble that the construction of the Board of Masulipatam —

Regarded a Chief and Council Jointly who were not competent to any separate act but that every public Act that could be pending on the part of the Complainants Was to be performed by the Chief and Council in their collective Capacity and Consequently they were Jointly responsible to the Complainants and not either of them individually and therefore they ought all to be joined in any Suit brought by the Complainants for any act by which they May conceive themselves injured. —

Fifthly — Because the Chief by the very Nature of the Term canonly signify a person united with others who are placed with him in a certain Situation and he cannot be Supposed ever to act without them and therefore the act of the Chief must be considered in reason and in fact as the act of the Whole and who of course are jointly Bound thereby. —

Sixthly Because the union of the Chief and his Council in other cases in admitted by the Complainants to be the usage of their Service and the Minute which is stated on the proceedings to have placed Your Petitioner upon a different Footing with his Predecessors is also admitted to have given him no other Powers than his

his Predecessors possessed and is admitted and is no proof that your Petitioner did not possess or exercise any Power or Authority whatever that had not been possessed and exercised by former Chiefs and therefore the said Minute even Although it might in Appearance did not in fact in any the least degree render the Situation of your Petitioner more or less responsible than that of his Predecessors. —

Seventhly Because the first Bill of Exchange in exhibit Marked A for fifteen thousand Pagodas is no proof to have been taken in the usual Manner that Bills of Exchange had always been taken at the Chiefships of Masulipatam that the same was either sent round in circulation for the inspection of the Council or laid before them for their Approbation that they unanimiously Approved thereof and that they transmitted the same enclosed in a Letter signed by the Chief and Council to the Presidency of Fort St. George. —

Eighthly Because it is positively Sworn by the person upon whom the said Bill was drawn namely Vancapah that he did pay in part thereof to Arnachellum the Complainants Shroff or Native Cash Keeper the Sum of five thousand five hundred Pagodas and he states particularly the person from whom he received the same to wit James amos an alderman of the said Mayors Court and although Charles Nicholas White the Complainants Secretary deposes generally that no part of the Amount of the said Bill was ever paid yet a negative although stated in the best possible manner cannot be equal to a positive affirmative strengthened by clear circumstantial and much less can the bare assertion in question unsupported as it stands by any collateral matter and under an acknowledged distance of Time do away the positive Oath of a Person who swears to the execution of his own Act as the said Vancapah does to the seventeenth Interrogatory exhibitted on the part of the Complainants who must have supposed and believed him a person of credibility Veracity otherwise it is natural to conclude they would not have examined him in support of their Interests and therefore as it appeared by the Complainants own shewing that the Sum of five thousand five hundred Pagodas was absolutely paid by the Acceptor of the said Bill on part discharge thereof and as any payment on to Bill of Exchange without a specific reason assigned discharges the

the drawer thereof the said Decree of the said Mayors Court is evidently erroneous.—

Ninthly ..... Because the Second Bill of Exchange in exhibit marked B Was taken in like manner as stated to have been observed in taking the first Bill in exhibit Marked A in like manner received by the Council and in like manner by them transmitted to the Presidency of Fort St. George.—

Tenthly Because the third Bill of Exchange in exhibit Marked C was not obtained for any money issued from the Complainants Treasury but taken as the best security that could be obtained from a public Servant of the Complainants who had long before received the amount from the Zemendars and Renters of the Complainants and who by having so paid the said Mony were held discharged on account thereof the Complainants therefore instead of being injured on account thereof Were as far as the Drawers credit could extend benefitted thereby—

Eleventhly Because the Sum of money charged to have been omitted in the account of Juggapelly Rauze is on proof

Proof to have been with held by the said Juggapah who is admitted to have been a public Servant of the Complainants and authorized according to the Custom of their Service to receive Rents and Revenues belonging to them and therefore his acts ought not to be nor can they be binding upon your Petitioner nor can he be made responsible on account thereof.—

For all which Reasons and such others as may be urged at the hearing your Petitioner prays the said Decree of the said Mayors Court may be Reversed that the Complainants said Bill may be dismissed with Costs and that your Petitioner may have such further and other general Relief as to this Hon^ble Court may seem meet

[Signed] Peter Walker
James S. Hall
John Hamilton
} Sol^rs for Petr.

Mayors Court

Mayors Court at Madraspatnam } Tuesday the 19th day of Apre Anno Domini 1791

L.S.

Present

Josias DuPre Porcher Esqr Mayor
James Dall William Webb
Andrew Ross John Hosford
Henry Chr Michell Henry Readhead
Benjamin Roebuck & James Daly
Aldermen

Between The united Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Most Honble Order of the Bath their President and Governor of Fort St. George and its Dependencies and John Holland James Henry Casamajor Casamajor and Robert Maunsell Esqrs Members of their Service at Fort St George aforesaid Complainants and Charles Floyer Esquire a Senior Merchant in the Service of the united Company of Merchants of England trading to the East Indies Defendant.—

This Cause coming on to be heard and debated this day in the Presence of the Attornies on both sides the Complainants Bill with Copies of Fourteen Exhibits annexed the Affidavit of Charles Nicholas White Secretary to the Public Commercial and Revenue Department of the Government of the said Complainants — The Defendants Plea and Answer with Exhibits annexed — The Replication with Seven Exhibits annexed — The Rejoinder — The Interrogatories and Depositions on the part of the Complainants with the Exhibits Marked N.o 5 & N.o 2. N.o 4. N.o 5. N.o 6. N.o 7. N.o 8. N.o 9. N.o 10. N.o 11. N.o 12. N.o 13 N.o 14. N.o 15. N.o 16. N.o 17. N.o 18. N.o 19. N.o 20 N.o 21. N.o 22. N.o 23. N.o 24. N.o 25. N.o 26. N.o 27. N.o 28. 29 N.o 30. N.o 31 N.o 32. N.o 33. and A B and C The Interrogatories and Depositions on the part of the Defendant with Exhibits Marked A and B N.o 3. N.o 5. & N.o 5. having been Read on Friday the 15th Instant at a Court held on that

that Day. On Hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and Doth accordingly order and Decree that the Defendant do pay unto the Complainants the full and just Sum of One Lack two Thousand and Twenty Eight Star Pagodas Twenty Fanams and Sixty Seven Cash / Star Pagodas 102028. 20. 67 / together with all Such Interest as now is or Shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

/Signed/ George Taylor
Regt.

a true Copy
/Signed/
Peter Walker
James Stuart
John Hamilton
Sol.rs for Pet.r

To the Honble. Major General William Medows
President in Council
Fort Saint George

In the Honble the Court of Appeals at Madraspatnam

Between the United Company of Merchants of England trading to the East Indies by Major General Sir Archibald Campbell Knight of the Most Honorable Order of the Bath their President and Governor of Fort St. George and its dependencies and John Holland James Henry Casamajor and Robert Maxwell Esqrs Members of their Council at Fort St. George aforesaid Complainants and Charles Floyer Esq.r a Senior Merchant in the Service of the said Complainants Defendant

The Answers of the above named Complainants to the Petition and appeal of the above named Defendant.

The said Respondents by their said President and Council at Fort Saint George aforesaid do admit that they did on or about the third day of March One Thousand Seven hundred and Eighty nine exhibit and file a Bill of Complaint in the Honble the Mayors Court at Madraspatnam against the above named Appellant wherein they did Setforth that these Respondents said President and Council Reposing especial trust and Confidence in the fidelity care and circumspection of the said Appellant a Senior Merchant in these Respondents said Service did on or about the Fifth day of May in the Year One thousand seven hundred and Eighty six Nominate and Appoint him the said Appellant

Filed in my Office the 6.th June 1791
Charles Ste White Clk

to

to the Station or Office of Chief of these Respondents Council at these Respondents Factory or Settlement of Masulipatam and that on or about the thirty first day of May aforesaid the said Appellant did in consequence of his said Nomination and Appointment enter into and take upon him the charge of the said Station or Office and did thereby Virtually bind and engage himself duly and faithfully to execute and perform all and every the duty and duties unto the said Station or Office belonging or any wise Appertaining — And these Respondents did further sett forth that in Virtue of his said Station or Office the said Appellant was Receiver of the Rents and Revenues arising out of the several Districts and Countries under the Management of their said Chief and Council at Masulipatam aforesaid and that he was moreover these Respondents Treasurer or Cash keeper and the keeper of their Cash Accounts of Receipts and disbursements at that Settlement or Factory — And these Respondents did also further sett forth that by the charge of these Respondents Service it was the joint and common care and duty of the Chiefs and Councils at their several Settlements Subordinate to Fort Saint George aforesaid when and so often as they have occasion to Remit to these Respondents said President and Council the Rents or Revenues of the Districts and Countries under their Management by Bills of Exchange to be well assured that the persons drawing the said Bills of Exchange as also the persons on whom the same might be drawn were persons of Honor and Approved Credit and Responsibility — And these Respondents did further more sett forth that the said Appellant within

from Motives of private interest to draw to himself the procurement of Bills of Exchange for the purpose aforesaid the whole power and Authority of these Respondents said Council at Masulipatam did on or about the thirtieth day of June in the aforesaid Year of our Lord One thousand seven hundred and Eighty six enter a Minute in the Consultations of these Respondents said Council at Masulipatam wherein under the pretext that these Respondents said President and Council were in urgent want of Remittances from the said Factory of Masulipatam and that it would greatly tend to expedite the same if he the said Appellant were vested with power and Authority to accept for the purpose of Remittance as aforesaid such Bills of Exchange as he should Judge to be good He the said Appellant did propose as these Respondents in their said Bill charged that the said Power and Authority should be vested in and deligated to him solely — And these Respondents did further sett forth that the Members of their said Council at Masulipatam did in consequence of such the pretext and proposal of him the said Appellant vest in and deligate to him full power and Authority to accept such Bills of Exchange for the purpose of Remittances to these Respondents said President and Council as he the said Appellant should Judge to be good as appeared by the said Minute in Consultation and the Resolution of the said Council thereon Copy whereof these Respondents did annex N. 4. to their said Bill and prayed to be taken as part and parcell thereof — And these Respondents did further sett forth that the said Appellant and the Council of Masulipatam did by Letter bearing date the Twenty first day of July in the aforesaid Year of our Lord One thousand

thousand seven hundred and Eighty six inform that Respondents said President and Council that they had as aforesaid vested in and delegated to the said Appellant the Power and Authority aforesaid as by Extract of the said Letter to their said Bill annexed N°2. might fully appear — And these Respondents do further sellforth that their said President and Council fully confideing in the integrity care and circumspection of the said Appellant did not disapprove of or object to the said delegation of Authority — And these Respondents did further sellforth that the said Power and Authority being as aforesaid vested in the said Appellant at his the said Appellants repeated instance and Request it became the sole and exclusive duty of him the said Appellant to draw Bills of Exchange he should accept for the purpose of Remittance to these Respondents said President and Council and that the same by and upon persons of known and approved Credit and Responsibility — And these Respondents do admit that they did in their said Bill further charge that by the Subsistence and acceptance of the said delegated Power and Authority as aforesaid the said Appellant became Responsible to these Respondents for the Amount of such Bills of Exchange as he should accept for the purpose of Remittance as aforesaid in case such Bills of Exchange should not be paid or duly discharged by the Persons on whom the same should be drawn or by the persons drawing the same and in case the said Appellant should at Cash before or Interest to this Respondents at Masulipatam aforesaid your Monies for the purchase or procurement thereof out of these Respondents Cash — And these

Respondents do also admit that they did in their said Bill further sellforth that as Receiver of the Rents and Revenues of these Respondents from the Countries and Districts under the Management of the Chief and Council of Masulipatam and keeper of the Cash Accounts thereof it was the duty of the said Appellant to bring to the Credit of these Respondents all and every sum and Sums of Money Received by him or on his behalf from or on Account of the several and Respective Zemundars and Farmers of the Countries and districts aforesaid — And these Respondents did further sellforth that Condraigula Juggernaud Row otherwise Juggapah being Renter or Farmer of certain Districts under the Management of the Chief and Council of Masulipatam that is to say the Hazelly Pands Charmahal Zemundary Antrevedee Farm and the Farm of Nellapellee was during the whole period that the said Appellant Remained in the office or Station of Chief of the Council of Masulipatam in a Continual state of Debt to these Respondents owing to them large and heavy Arrears of Rent as by a Statement which these Respondents annexed of balance due by the said Condraigula Juggernaud Row otherwise Juggapah Shewing the Monthly increase and decreases thereof would more fully appear. N°3 — And these Respondents further shewed that these Respondents Board of Revenue at Fort Saint George did on or about the fifth day of April One thousand Seven hundred and eighty seven write to the said Appellant in Terms of Surprize and uneasiness at the great Arrears of Rent the said Condraigula Juggernaud

Row

Row otherwise Juggapah was suffered to Run into and did direct that immediate measures might be taken for the Recovery thereof — And these Respondents did further shew that some one or more of the Members of these Respondents said Council at Masulipatam in Consequence thereof and well knowing that the said Condravigula Juggernaut Row otherwise Juggapah was a man in very distressed circumstance did propose in Council that an Enquiry should be made into the situation of his affairs with a View of saving for Account of these Respondents as much as possible from the Wreck of his fortunes — And these Respondents shew that the said Appellant being in Virtue of his said Station of Chief of the Council at Masulipatam an officer of the Revenue and having as such duly taken and Subscribed the Oath required by the Act of the Twenty fourth Year of his present Majestys Chapter the Twenty fifth it was the duty of him the said Appellant to avoid all Pecuniary concerns with these Respondents Zemendars Renters or Farmers and not to take or Receive directly or indirectly from them or any of them Bonds to pay to these Respondents any Rent or Tribute any Sum of Money other than the said Rent or Tribute for Account of these Respondents — And these Respondents did further shew that the said Appellant Regardless of his said Duty did Receive from the said Condravigula Juggernaut Row otherwise Juggapah on his own private Account

from the Month of September One thousand Seven hundred and eighty six to the fifth day of April One thousand Seven hundred and eighty Seven inclusive the Sum of Twenty eight thousand Madras Pagodas that is to say In or about the said Month of September One thousand seven hundred and eighty six the Sum of twenty eight thousand Madras Pagodas by a Teep from Gerderdass Soucar and the further Sum of thirty thousand Madras Pagodas for three Teeps of Kafsava dass to Weir 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 April in the same Year for Ten thousand Madras Pagodas and a third bearing date the first May in the same Year for Ten thousand Madras Pagodas and also the Sum of Twenty two thousand two hundred and Sixty Rupees or twenty thousand Madras Pagodas by a Bill of Exchange bearing date the said fifth day of April One thousand Seven hundred and eighty seven drawn by Gerderdass Soucar on Benares — And these Respondents did also further shew that from the first day of the said Month of September One thousand Seven hundred and eighty six unto the end of the Month of March One thousand Seven hundred and eighty seven being the space of seven Months the said Appellant did not call upon the said Condravigula Juggernaut Row otherwise Juggapah to pay any part of his Rents due to these Respondents and that no part thereof was during the said period brought to the Account of these Respondents

as

as by the aforesaid Statement of Balance would more fully appear although he the said Appellant had Received Repeated Orders which he was in duty Bound to obey from these Respondents said Board of Revenue to call upon the said Condraugula Juggernaud Row alias Venkaw Juggapah for and to inforce the payment of his said Rents and Arrears of Rent — And these Respondents further Shewed that the said Condraugula Juggernaud Row alias Venkaw Juggapah was greatly impoverished by Reason of the Large Sums of Money he necessarily expended for the purchase or procurement of the said Peps and the said Bill on Benares for the private Accounts of the said Appellant and thereby Rendered unable to pay off and discharge the Large Arrears of Rent due to these Respondents and also unable to pay off and discharge any Bill or Bills of Exchange he should thereafter tender to the said Appellant for the said purpose of Remittance in Case the said Bill or Bills of Exchange should not be duly paid by the acceptors thereof — And these Respondents also shewed that although the said Appellant had as aforesaid Received from the said Condraugula Juggernaud Row alias Venkaw Juggapah the Sum of Seventy eight thousand Madras Pagodas on his private Account Yet the said Appellant gave out and pretended that the said Condraugula Juggernaud Row alias Venkaw Juggapah was still largely in his Debt And these Respondents further more shewed that their President and

and Council of Fort Saint George did some time in or about the Month of March or April One thousand seven hundred and eighty seven order and direct the said Appellant and the Council of Masulipatam to Remit to them the Sum of one Lack of Pagodas and that under the power so as aforesaid vested in the said Appellant the procurement of Bills of Exchange for that purpose did particularly and individually belong to and was the duty and Office of the said Appellant and that he should and ought to have paid especial care and Attention that such Bills of Exchange should be drawn by persons of Responsible Credit and upon persons of equal Credit and Responsibility — But these Respondents charged that although the said Appellant well knew that the said Condraugula Juggernaud Row alias Venkaw Juggapah was as aforesaid Largely in Arrears of Rent to these Respondents and had been greatly impoverished in the procurement of the aforesaid Peps and Bill on Benares for the private Account of the said Appellant and although he well knew that the Circumstances of the said Condraugula Juggernaud Row alias Venkaw Juggapah were so desperate as to occasion a motion or proposal in the Council at Masulipatam to enquire into the state of his affairs in order to save what was possible for these Respondents from the Wreck of his fortune as aforesaid yet the said Appellant as these Respondents charged Regardless of his publick duty and mindful only of his private interest and how to procure further Sums of Money on Account of the Balance

or

an pretended Balance due to them from the said Condraigula Juggernaud Row otherwise Juggapah did on or about the third day of May one thousand Seven hundred and eighty seven demand from the said Condraugula Juggernaud Row otherwise Juggapah the Sum of Fifteen thousand Madras Pagodas on his the said Appellants private Account and that the said Condraigula Juggernaud Row otherwise Juggapah did thereupon affirm that he had not any money by him nor any Credit to procure money the said Appellant did nevertheless propose to him to procure from any person or persons such Bill or Bills of Exchange on Fort St. George as he should be able payable to these Respondents said President and Council for the said Sum of Fifteen thousand Madras Pagodas — And these Respondents shewed further more that the said Condraigula Juggernaud Row otherwise Juggapah was thereby prevailed upon to apply to one Banjeah a Relation of Culdendee Vencatarama Raujee to give him a Bill of Exchange on Cassenandone Vencapah the Vackeel of the said Culdendee Vencatarama Raujee for the said Sum of Fifteen thousand Madras Pagodas as Required by the said Appellant — And these Respondents in their said Bill further charged that on Consequence of the said Application he the said Banjeah did draw a Bill of Exchange in the Name of the said Culdendee Vencatarama Raujee on the said Cassenandone Vencapah bearing date the said third day of May one thousand seven hundred and eighty seven for the said Sum of Fifteen thousand Madras Pagodas payable to these Respondents said President and Council at one Months Sight and that the said Banjeah did deliver the said Bill of Exchange to the said Condraigula Juggernaud Row otherwise Juggapah upon Credit taking from him an engagement in writing whereby he the said Condraigula Juggernaud Row otherwise Juggapah became Responsible for the Amount thereof and did promise and engage to remit the same to One Setteramiah the Vackeel of him the said Condraigula Juggernaud Row otherwise Juggapah for the purpose of paying off and discharging the said Bill of Exchange — And these Respondents also shewed that the said Bill of Exchange being drawn in the name of the said Culdendee Vencatarama Raujee without the knowledge or Consent of him the said Culdendee Vencatarama Raujee it was Refused to be Accepted by the said Cassenandone Vencapah on whom it was drawn and was thereupon Returned to the Chief and Council of Masulipatam by these Respondents said President and Council — And these Respondents do also admit that they did in their said Bill further charge and set forth that upon the Arrival of the said Bill of Exchange at Masulipatam the said Appellant although he well knew that the same would never be paid by Reason that the payment thereof depended as aforesaid upon the said Condraigula Juggernaud

Row Thewrie Juggapah Vimelling the Amount thereof to his Vackeel Setteramiah and that by Reason of the large Sum Received as aforesaid by him the said Appellant from the said Condraigula Juggernaud Row Thewrie Juggapah on his private Account the said Condraigula Juggernaud Row Thewrie Juggapah was utterly unable to Remit the said Amount unless the same were first issued to him the said Condraigula Juggernaud Row Thewrie Juggapah from these Respondents Treasury Yet as these Respondents shewed the said Appellant pretended that the same was still a good Bill of Exchange and was refused to be accepted by the said Cassanandone Vencapah for want of advice only and that these Respondents could not be losers by the said non Acceptance as the said Baupiah the Drawer thereof had Consented that it should not be paied for untill Publick advice had been heard of the Acceptance thereof and the Appellant did thereby prevail upon these Respondents said Council at Masulipatam to send back the said Bill of Exchange to these Respondents said President and Council for the purpose of being again presented for acceptance —And these Respondents further shewed that the said Appellant did either by himself or the said Condraigula Juggernaud Row otherwise Juggapah prevail upon the said Baupiah to write to the said Cassanandone Vencapah and to intimidate him into an Acceptance of the said Bill of Exchange and that the same being so sent back to these Respondents said President and Council and being again presented was in Consequence of

the Letter or Letters of the said Baupiah accepted by the said Cassanandone Vencapah And these Respondents in their said Bill charged that although the money to be paied for the said Bill of Exchange was not to be issued from these Respondents Treasury untill Publick advice had been Received of its having been accepted yet that the said Appellant on the Tenth day of June one thousand Seven hundred and eighty seven on which day the said Appellant was Removed from his said Office or Station by these Respondents Order and while as Cashier aforesaid he still had possession of these Respondents Treasury did issue from these Respondents said Treasury as for Account of the said Bill of Exchange the said Sum of Fifteen thousand Madras Pagodas without waiting for any publick advice of the said Bills having been accepted — And these Respondents further charged that the said Appellant did not pay the said Fifteen thousand Madras Pagodas to the said Baupiah the Drawer of the said Bill of Exchange nor to the said Condraigula Juggernaud Row otherwise Juggapah by whom it was as aforesaid procured but did keep and Retain the same to his own use giving the said Condraigula Juggernaud Row otherwise Juggapah Credit for the like Sum in his private Account with him the said Appellant — And these Respondents furthermore charged that by Retaining the said Sum of Fifteen thousand Madras Pagodas to his own use and not paying the same to the said Condraigula Juggernaud

Juggernaut Row otherwise Juggapah by whom the said Bill of Exchange was procured the said Condraigula Juggernaut Row otherwise Juggapah inconsequance thereof and of the extreme distress to which he had been Reduced by the large Sums of Money paid by him to the said Appellant on his private Account was utterly unable to fulfil his agreement in writing with the said Baupiah and to remit the Amount of the said Bill of Exchange to his said Vackeel Setteramiah to be by him paid over to the said Canumaudone Vencapiah for the purpose of discharging the said Bill of Exchange when the same should become due — And these Respondents shewed that the said Bill of Exchange becoming due and payable the same was presented to the said Canumaudone Vencapiah for Payment and that the said Canumaudone Vencapiah not being furnished for Cause aforesaid with any funds for the discharge thereof was utterly unable to pay the same or any part thereof — And these Respondents shewed that the said Appellant still Regardless of his publick duty and mindful only how to draw to himself further Sums of Money from the said Condraigula Juggernaut Row otherwise Juggapah upon the private Account of him the said Appellant to the great injury of these Respondents did afterwards To Wit on the Eighteenth day of the said Month of May again apply to the said Condraigula Juggernaut Row otherwise Juggapah for a further Sum of Fifteen thousand Madras Pagodas upon his private account

And

— And these Respondents shewed further more that the said Condraigula Juggernaut Row otherwise Juggapah not being able to pay to the said Appellant the said Sum of Fifteen thousand Madras Pagodas the said Appellant did desire and direct him the said Condraigula Juggernaut Row otherwise Juggapah to draw a Bill of Exchange upon his Vackeel Setteramiah at Madras in favour of these Respondents said President and Council for the said Sum of Fifteen thousand Madras Pagodas — and these Respondents did thereupon in their said Bill charge that although the said Condraigula Juggernaut Row otherwise Juggapah did represent to the said Appellant that his said Vackeel Setteramiah had no funds in his hands to enable him to pay the said Bill of Exchange and that he himself was utterly unable to supply him therewith Yet did the said Appellant press and urge him the said Condraigula Juggernaut Row otherwise Juggapah to draw the said Bill of Exchange — And these Respondents shewed thereupon that the said Condraigula Juggernaut Row otherwise Juggapah being pressed and urged as aforesaid so to do did on the said eighteenth day of May One thousand seven hundred and eighty seven draw a Bill of Exchange on his said Vackeel by the Name of Chelacalapoody Setteramiah in favor of these Respondents said President and Council for the said Sum of Fifteen thousand Madras Pagodas at thirty days sight — And these Respondents charged particularly that the said Appellant did procure the said Bill of Exchange for Account of these Respondents

will knowing that the same was not a good Bill of Exchange by Reason that the said Condraigula Juggernaut Row otherwise Juggapah did Represent to him as aforesaid that the said Chelacalapoody Setteramiah had no funds to Answer the said Bill & that he the said Condraigula Juggernaut Row otherwise Juggapah was utterly unable to supply him therewith — And these Respondents further charged that the said Appellant being these Respondents Cashier and disburser of their Monies at Masulipatam as aforesaid did immediately or soon after issue from these Respondents Treasury and did debit these Respondents for the Sum of Fifteen thousand Madras Pagodas as so much paid for the said Bill of Exchange — And these Respondents shewed that the said Appellant did not pay the said Sum of Fifteen thousand Madras Pagodas to the said Condraigula Juggernaut Row otherwise Juggapah as he ought to have done to enable the said Condraigula Juggernaut Row otherwise Juggapah to remit funds to the said Setteramiah for the discharge of the said Bill of Exchange but did keep and Retain the same to his own use giving the said Condraigula Juggernaut Row otherwise Juggapah Credit for the like Sum in his private Account with him the said Appellant — And these Respondents therefore charged that by Reason of the said Appellant not having paid the said Sum of Fifteen thousand Madras Pagodas to the said Condraigula Juggernaut Row otherwise Juggapah and of the extreme distress to which he had been Reduced by the large Sums of Money

said Appellant on his private Account the said Condraigula Juggernaut Row otherwise Juggapah as also the said Chelacalapoody Setteramiah were rendered utterly unable to pay off and discharge the said Bill of Exchange for these Respondents shewed that the said Chelacalapoody Setteramiah being only the Vackeel or Servant of the said Condraigula Juggernaut Row otherwise Juggapah did himself possess no means of discharging the same but wholy and entirely depended on the said Condraigula Juggernaut Row otherwise Juggapah and the Remittances he might otherwise Receive from him for funds wherewith to pay off and discharge the said Bill of Exchange — And these Respondents shewed that the said Chelacalapoody Setteramiah being in the expectation of such Remittances the said Bill of Exchange was accepted by the said Chelacalapoody Setteramiah and becoming due and payable the same was presented to the said Chelacalapoody Setteramiah for Payment but that for the Reason aforesaid the said Chelacalapoody Setteramiah was utterly unable to pay off and discharge the same or any part thereof — And these Respondents in their said Bill further more shewed that the said Condraigula Juggernaut Row otherwise Juggapah having been these Respondents Interpreter at Masulipatam aforesaid and at the same time Dubash or head Servant to the said Appellant Chief of these Respondents said Council and Receiver as aforesaid of their Rents and Revenues at that Factory or Settlement it was Customary for the Zemindars Renters and Farmers of the Districts under the Management of these Respondents

said

said Chief and Council to pay their Rents and Forfeitures and Arrears of Rent and tribute unto the hands of the said Condraigula Jugger-naut Row alhenavie Juggapah and for him the said Condraigula Juggernaut Row alhenavie Juggapah to pay the same over to the said Appellant as these Respondents Cashier and as Receiver of the Rents and Revenues of these Respondents as aforesaid — And these Respondents therefrom shewed that the said Condraigula Juggernaut Row alhenavie Juggapah having Received in various payments the Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash from the said Zemindars Renters and Farmers or some of them did not pay the same into these Respondents Treasury but did by the Order and directions of the said Appellant pay the same away on the private Account of him the said Appellant — And these Respondents shewed they particularly charged that the said Appellant did not at the time of the said Payments give to the said Zemindars Renters or Farmers or any of them any Receipt or Receipts for the same Neither did he then credit these Respondents in the Cash Account of the said Settlement or Factory for so much Received by him to these Respondents use but did as aforesaid divert the Application thereof to his own private use and advantage — And these Respondents further more charged that when it was publickly known at Masulipatam that these Respondents had ordered the said Appellant to be Removed from [illegible]

Station the Several Zemindars Renters and Farmers who had paid the said Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and Seventy seven Cash did make application to the said Appellant for Receipts for the same — And these Respondents shewed that the said Appellant being under the necessity of complying therewith did on or about the said Tenth day of June One thousand seven hundred and eighty seven the day on which he was Removed as aforesaid from his said Office or Station grant Receipts for the same — And these Respondents shewed that the said Appellant did then Credit these Respondents in the said Cash Account for the said Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash But these Respondents charged nevertheless that the said Appellant having as aforesaid applied the said Sum to his own private use and Advantage there was a Deficiency in these Respondents Cash of the said Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash — And these Respondents therefrom shewed that the said Appellant in order to cover and Conceal the said Deficiency and Still to Retain and keep the said Sum to his own private use and advantage did apply to the said Condraigula Juggernaut Row alhenavie Juggapah for a Bill of Exchange on his said Vackeel Setteramiah for the said Sum of Forty three thousand two hundred and eighty three Madras

Pagodas

Pagodas four fanams and Seventy seven Cash in favor of the Respondents said President and Council — And these Respondents further shewed that the said Appellant being there about to depart from Masulipatam and to proceed to these Respondents principal Settlement of Fort Saint George did in Order to enable the said Condraugula Juggernaut Row otherwise Juggapah to grant him the said Bill of Exchange for monies and engagements on his arrival at Fort Saint George aforesaid he would pay to the said Setteramiah the Vackeel of him the said Condraugula Juggernaut Row otherwise Juggapah the Sum of Fifty thousand Madras Pagodas — And these Respondents further shewed upon Enquiry that the said Condraugula Juggernaut Row otherwise Juggapah deluded by the said promises and by the Receipt of the said Fifty thousand Madras Pagodas not only to be able to pay off and discharge the said Bill of Exchange of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash which the said Amount had so applied for but also be able to apply the Remainder of the said Sum of Fifty thousand Madras Pagodas in part discharge of the Bills of Exchange he had before then did Yield to the Request of the said Appellant and did Grant and deliver to the said Appellant a Bill of Exchange bearing date the said Tenth day of June One thousand seven hundred and eighty seven on the said Setteramiah by the name of Cheleealapoody Setteramiah in favor of these Respondents President and Council for the said Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash payable at thirty days Sight — And these Respondents Bill charged that the said appellant did receive and take the said in their said Bill of Exchange well knowing from the distressed Circumstances of the said Condraugula Juggernaut Row otherwise Juggapah that the same neither would nor could be paid unless he the said Appellant should perform and keep his said promise and engagement to pay to the said Setteramiah the said Sum of Fifty thousand Madras Pagodas — And these Respondents also shewed that having so received the said Bill of Exchange the said Appellant did direct the said Condraugula Juggernaut Row otherwise Juggapah who under the said Appellant kept the Cash Account of the said Settlement or Factory of Masulipatam to credit the Amount of the said Bill of Exchange in the said Factory Cash Account by debiting the said Account for the same as so much Received from the said Zemindars Renters and Farmers and by Crediting the said Account for the same Amount as so much Money paid to him the said Condraugula Juggernaut Row otherwise Juggapah for the said Bill of Exchange — And these Respondents further more charged that no part of the said Sum of Forty three thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash had ever been paid into these Respondents Treasury but on the Contrary that the whole thereof had been paid and applied by the Order and direction of the said Appellant

to

to his the said Appellants private use and benefit — And
that Respondents also charged that no part of the said Sum of
Forty three thousand two hundred and eighty three Madras
Pagodas four fanams and seventy seven Cash was ever paid
to the said Condraigula Juggernaut Row alias Juggapah
for or on Account of the said Bill of Exchange and that
by Reason of the said Appellant not having paid the
same to the said Condraigula Juggernaut Row alias
Juggapah and of the extreme distress to which he had been
reduced as aforesaid and further by Reason that the said
Appellant did not pay the aforesaid Sum of Fifty thousand
Madras Pagodas or any part thereof to the said Setteramiah
the Vackeel of him the said Condraigula Juggernaut Row
alias Juggapah as he had promised and engaged to do
the said Condraigula Juggernaut Row alias Juggapah
as also the said Setteramiah were rendered utterly unable
to pay off and discharge the said Bill of Exchange —
— And these Respondents thereupon shewed that the said
Bill of Exchange having been accepted and having become
due and payable these Respondents said President and
Council had the same presented to the said Setteramiah for
payment and that for the Reasons aforesaid the said Setter-
amiah was unable to pay the same or any part thereof and
that the whole thereof was still due and unpaid — And
these Respondents did further charge that the said three

several Bills of Exchange that is to say the Bill of Exchange under
date the third day of May One thousand seven hundred and eighty
seven for Fifteen thousand Madras Pagodas the Bill of Exchange
under date the Eighteenth day of the same Month for Fifteen thousand
Madras Pagodas and the Bill of Exchange under date the
Eighteenth day of June One thousand Seven hundred and eighty
seven for Forty three thousand two hundred and eighty three
Madras Pagodas four fanams and Seventy seven Cash having
as aforesaid been Refused to be paid the same were returned by
these Respondents said President and Council to Masulipatam
with directions to the then Chief and Council to give notice thereof
to the said Condraigula Juggernaut Row alias Juggapah
and to require and demand of him the said Condraigula
Juggernaut Row alias Juggapah to pay off and discharge
the said three several Bills of Exchange — And these Respondents
shewed that their said Chief and Council did Accordingly give
Notice to the said Condraigula Juggernaut Row alias
Juggapah that the said three several Bills of Exchange had
been returned for non payment and did require and demand
of him to pay off and discharge the same — But these —
Respondents shewed that the said Condraigula Juggernaut Row
alias Juggapah by Reason of his extreme distress and of the
Ruin brought on his Affairs by the large Sums of Money he had
paid to the said Appellant on his the said Appellants
private Account as also by Reason of the said Appellants
not

not having fulfilled and performed his engagement to pay to the Vackeel of the said Condraigula Juggernaud Row Thenvie Juggapah the Sum of Fifty thousand Madras Pagodas as in these Respondents said Bill and herein before set forth was utterly unable to pay off and discharge the said three Several Bills of Exchange or any of them or any part of them or any of them and that the whole Amount thereof remained due and owing to these Respondents to that day — And these Respondents further shewed that at the — times of receiving the said three Several Bills of Exchange the said Appellant well knew that they were not good Bills of Exchange that they were not drawn on persons of known and approved Credit and Responsibility and that the said Condraigula Juggernaud Row Thenvie Juggapah by reason of the disbursses which he the said Appellant had himself brought upon him was not a person of Credit or Responsibility from whom to receive Bills of Exchange to that or to any other Amount — And these Respondents further particularly charged that the Power and Authority of their Chief and Council at their said Settlement or Factory at Masulipatam as far as regarded the procurement of Bills of Exchange for the purpose of remittance to these Respondents said President and Council being vested in the said Appellant at the special instance and request of him the said Appellant as aforesaid it was the sole and exclusive duty of him the said Appellant in the execution of the said Trust to be well assured and therefore that the said Appellant did undertake and engage that the Bills of Exchange he should procure or accept for the purpose of remittance as aforesaid to these Respondents said President and Council should be drawn by and upon persons of known and approved Credit and Responsibility — And these Respondents thereupon charged that the said Appellant not regarding his said duty nor the Trust so vested and reposed in him but contriving and fraudulently intending to turn and convert the power and authority to accept such Bills of Exchange as he should judge good to his own benefit and advantage did wrongfully and deceitfully take and receive the said three several Bills of Exchange and did debit these Respondents in the said Factory Cash Account for the Amount thereof although the said Appellant well knew as aforesaid that the said three several Bills of Exchange would not nor would any of them be paid and discharged wherefore these Respondents did in their said Bill charge that they were greatly damnified and injured and had sustained damages by the misfeasance of the said Appellant and breach of the Trust reposed in him to the Amount of Ninety thousand two hundred and eighty three Madras Pagodas four fanams and seventy seven Cash with Interest thereon from the several and respective periods of time when the

the said Appellant took and received the said three several Bills of Exchange — And these Respondents further more in their said Bill charged that after the Arrival of the said Appellant at Masulipatam aforesaid in the said Month of May One thousand seven hundred and eighty six and the taking upon himself as chief of these Respondents Council as Receiver of the Revenue of these Respondents and as Cashier of their Treasury at that Factory or Settlement the principal Charge and Management of these Respondents affairs therein and in the Districts thereon depending did by himself or by his Dubash the said Cadiranjala Jaggonad Row otherwise Juggapah Receive from Vachavoy Juggapetty Vauze Zemindar of Peddapore within the districts aforesaid Sundry Sums of Money on Account of the Zemindary of Peddapore aforesaid in payment of the Rents or Rents of the said Vachavoy Juggapetty Vauze According to the Settlement thereof made by Morgan Williams Esq.r the immediate predecessor in office of him the said Appellant — And these Respondents shewed that the Sums so Received by the said Appellant or by his said Dubash amounted to the Sum of one hundred four thousand and Nineteen Madras Pagodas one fanam and fifteen Cash as by Copy of an Account Current transmitted to these Respondents said President and Council by these Respondents now Chief and Council at Masulipatam aforesaid and unto their said Bill annexed Marked No

and Prayed by these Respondents to be taken as part thereof — And these Respondents did also shew that the said Appellant did grant and give to the said Vachavoy Juggapetty Vauze from the thirteenth day of June one thousand seven hundred and eighty six to the thirty first day of March one thousand seven hundred and eighty seven in discharge of the said Sum of one hundred four thousand and Nineteen Madras Pagodas one fanam and fifteen Cash eight different Receipts as by Copies thereof unto their said Bill annexed Marked No 5. 6. 7. 8. 9. 10. 11. 12. might more fully Appears — And these Respondents shewed that after his Arrival at Masulipatam aforesaid He the said Appellant did make other Settlements with the said Vachavoy Juggapetty Vauze for the Payment of Future Rents or Rents and that the said Vachavoy Juggapetty Vauze did pray on Account of the said Settlements so made by him the said Appellant 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 Boyer Junior a Servant of these Respondents under the said Chief and Council at Masulipatam the Sum of thirty nine thousand three hundred and ten Madras Pagodas and from the thirteenth day of the said Month of May to the Tenth day of June in the same year to George Walcott also a Servant of these Respondents under the said Chief and Council the Sum of thirty six thousand madras Pagodas and a further Sum of Five thousand

and

and five hundred Madras Pagodas unto the said Appellant as these Respondents Receiver and Treasurer as aforesaid and these Respondents shewed that the said Charles Floyer Junior and George Metcalfe did severally pay unto or otherwise account with him the said Appellant 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 these Respondents behalf which with the said Sum of Five Thousand and five hundred Madras Pagodas received as aforesaid by the said Appellant amount to the Sum of eighty thousand eight hundred and ten Madras Pagodas - But these Respondents shewed that the said Appellant had given these Respondents Credit for the Sum of seventy one thousand one hundred and fifty six Madras Pagodas thirty four fanams and fifty 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 these Respondents said President and Council by these Respondents said Chief and Council at Masulipatam signed by their Secretary also unto the said Bill annexed marked . No 13 might more fully appear and which these Respondents prayed might be admitted as part of their said Bill of Complaint and these Respondents shewed

that it thereby appeared that the said Appellant had detained and kept back a Credit which ought to have been brought to these Respondents Account of the Sum of Nine thousand six hundred and fifty two Madras 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 Vauze on Account of the said Appellants Settlement And the Respondents however in order to ascertain the Account which the said deficiency did really Originate these Respondents shewed that their said Board of Revenue did direct Thomas Cockburn their Accountant to investigate the several Accounts of the said Appellant in any way respecting the payments of money made by the said Vachavoy Juggapetty Vauze to the said Appellant whether on Account of the Settlement of the said Morgan Williams or on Account of the Settlement of him the said Appellant . And these Respondents thereupon shewed that upon an examination of the said Accounts the said Deficiency did appear to have arisen from the said Appellant having by himself or his said Dubash detained and appropriated to his own use the 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 two Madras Pagodas one fanam and fifteen

Cash on the Credit side of the Account of the Settlement made by the said Morgan Williams in the said Bill referred to N° 14 and making the exact Amount of the said deficiency That is to say Nine thousand six hundred and fifty two Madras Pagodas one fanam and fifteen Cash And the Respondents therefore Charged that of the Sum of one hundred four thousand Nineteen Madras Pagodas one fanam and fifteen Cash paid by the said Vachavoy Juggapelly Venkatrow on Account of the Settlement of the said Morgan Williams to them the said Appellant the Sum of Ninety four thousand three hundred and sixty seven Madras Pagodas only being paid by the said Appellant into these Respondents Treasury the said Appellant 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 these Respondents short Credit in the Account of his the said Appellants own Settlement with the said Vachavoy Juggapelly Venkatrow in the Like Sum of Nine thousand six hundred and fifty two Madras Pagodas one fanam and fifteen Cash as these Respondents charged in their said Bill might manifestly appear by the Letter of the said Accountant to these Respondents said Board of Revenue Reporting his Investigation of the said Accounts to William Balfour Secretary of the said Board which Letter being dated the N° 15

these Respondents prayed might be admitted as part thereof wherefore these Respondents charged that they were further damnified and injured and by the misfeasance of the said Appellant and breach of the Trust Reposed in him as aforesaid and had sustained further damages in the said Sum of Nine thousand six hundred and fifty two Madras Pagodas one fanam and fifteen Cash with Interest thereon from the dates at which these Respondents were 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° 14 that is to say on the said Sum of two thousand nine hundred and eighty Madras Pagodas from the twenty sixth march One thousand seven hundred and eighty seven and on the said Sum of six thousand six hundred and seventy two Madras Pagodas one fanam and fifteen Cash from the thirty first day of the same Month And these Respondents in their said Bill further charged that the said Appellant 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 thousand Madras Pagodas and on the said Tenth day of June in the further Sum of Forty four 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 so indebted to these Respondents for monies by him had and Received to these Respondents use — And these Respondents also charged that being so indebted the said Appellant did faithfully undertake and promise to pay unto these Respondents said President and Council for the Account of these Respondents 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 made the Sum of Ninety one thousand two hundred and twenty eight 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 Appellant should be thereto Required — And these Respondents did therefore charge that the said Appellant did then stand Justly and truely indebted to these Respondents in the said Sum of Ninety one thousand two hundred and twenty eight Star Pagodas twenty seven fanams and fifty two 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 seven did make the sum of one Lack two thousand and Twenty eight ~~Lack~~ Star Pagodas Twenty fanams and Sixty seven Cash or in sterling money of Great Britain at the rate of eight Shillings for every Star Pagodas the Sum of Forty thousand eight hundred and eleven Pounds Seven — Shillings and Pence — And these Respondents shewed that they had frequently and amicably by their said President and Council demanded payment from the said Appellant of the aforesaid Sum of one Lack two thousand and twenty eight Star Pagodas twenty fanams and Sixty seven Cash — And these Respondents did also further more set forth that the Appellant not regarding his several premises and understakings but Contriving and intending craftily and subtilly to deceive and defraud these Respondents had not paid the said Sum of one Lack two thousand and twenty eight Star Pagodas twenty fanams and Sixty seven Cash or any part thereof but obstinately and wilfully refused so to do or to give these Respondents or their said President and Council any manner of Satisfaction touching the premises These Respondents did therefore To the End pray that the Appellant might full true and perfect answer make to all and singular the premises as fully as if the same were therein again repeated and Interrogated

According

According to his Knowledge remembrance and belief &c. &c.
And these Respondents did also pray that the said Appellant
might be decreed to pay unto these Respondents the aforesaid Sum
of one Lack two thousand and twenty eight Star Pagodas twenty
fanams and Sixty Seven Cash together with such Interest as there
was or should thereafter become due thereon as also all Costs of
the said Suit

And these Respondents by their said president and
Council at Fort St. George aforesaid did also pray that the said
Appellant might be Summoned to answer these Respondents
said Bill of Complaint &c. &c. and these Respondents say
that the Appellant did appear before the said Mayors Court
to the Summons by them issued upon the said Bill some time
on or about the fourteenth day of April one thousand Seven
hundred and eighty nine But did not put in a full true
and perfect answer thereto According to the best of his
Knowledge remembrance and belief But instead thereof did
put in a frivolous and evasive plea and Answer the
Appellant thereby pretending &c by protestation not
Confessing or Acknowledged all or any of the matters and
things alledged and setforth in these Respondents Bill of
Complaint to be true for Plea thereunto said that he was

advised that the purport and Intent of the said Bill of
Complaint and the matters therein Contained was the
recovery of the Sum of one hundred and two thousand and
and twenty eight Star Pagodas twenty fanams and Sixty Seven
Cash of which the sum of seventy three thousand two hundred
and eighty three Madras Pagodas four fanams and Seventy
seven Cash was stated to have become payable from the
Appellant to these Respondents by vertue of certain Bill of
Exchange received by the Appellant in his official Capacity
of Chief of Masulipatam upon Account of these Respondents
That is to say one Bill of Exchange bearing date the third
day of may of one thousand Seven hundred and eighty
seven Drawn by Baupeah in the Name of Cuttundu
Vencataramah Rayeo on Cauvenaudone Vencapah for
fifteen thousand Madras Pagodas payable to these
Respondents 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 Condregula Juggernaut
Row otherwise Juggapah on chilacalapoody Settaramiah
for &c. for the Like Sum of fifteen thousand Madras
Pagodas payable to these Respondents at thirty days Sight &
one other Bill of Exchange bearing date the Tenth day
of

of June one thousand seven hundred and eighty seven drawn by Condraguta Duggeranaut Row otherwise Duggapatroon Chelacalapoody Settaramiah for forty three thousand two hundred and eighty three Madras Pagodas four fanams and Seventy Seven Cash payable to these Respondents at thirty days sight — And the Appellant did further say that it appeard by these Respondents 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 appeared that upon the said Bills respectively becoming due and their being refused Payment no Protest or Mahazar of such refusal of Payment was ever made upon all or any of the said Bills — and because it was as the Appellant further pretended the Custom and usage of Merchants Long used and approved and thereby become part of the Law of the Land, that the Holders of any Bill 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 of Exchange for such Non Payment and in case the Holders 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 the Appellant did therefore plead the said Custom and usage in Bar to so much of these Respondents Bill of Complaint as Sought to charge the said Appellant with the amount of the said three Bills of Exchange — And he humbly prayed Judgement of the said Mayors Court thereupon and whether he must make any other or further answer thereunto — And the said Appellant for further Plea said that it appears by the said Bill of Complaint that after the said Bill of Exchange had been refused Payment no Steps whatever were taken by these Respondents who were the Holders to enforce the Payment thereof from the Acceptor or Drawer which by the Custom of Merchants the appellant pretended to say they ought to have done and he did therefore say and insisted that by reason thereof and

of

of such their neglect the said Appellant was Totally discharged from any Responsibility if he had incurred any which he denied to be the fact and he was confident it would thereafter fully appear so to the perfect Satisfaction of the said Kings Court And he did plead such Facts and neglect in further Bar to such part of these Respondents said Bill of Complaint and then prayed Judgement thereon and whether he must make any other or further Answer thereunto And the said Appellant pretending by no means to evade his said duty fully relying thereupon for answer to the said Bill of Complaint or unto so much thereof as he said he was advised was material for him to make Answer unto he answered and said that he admitted that being in the Civil Service of these Respondents he was at or about the time mentioned in the said Bill of Complaint Nominated to be chief of these Respondents 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 became thereby virtually bound to execute the duties Incident thereto But the said Appellant for further Answer did deny that he alone was by virtue of his said office these Respondents receiver of the Rents and Revenues arising out of the districts and Countries under the management of the chief and Council of Masulipatam but he pretended that he and his Council were the joint Receivers thereof and admitted that he was these Respondents Treasurer or Cash Keeper as also Keeper of their Cash Accounts of receipts and Disbursments at that Factory but all these several Trusts the appellant pretended to charge were not subjected to his own management alone but were by the usage of these Respondent Service and the Constitution of their Subordinate Establishments made subject to the Controul and management of the chief and Council at each respective Factory wholetogether and not any of them Seperately become jointly responsible for any mismanagement Whereon the Appellant did further admit that it was the Joint and common duty of the chiefs 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 came into or were issued from the Companys Treasury at the said Settlements agreeably to the orders they should receive from their Superiors or indefault of Orders such chiefs and Councils were jointly

jointly to transact and manage those and all other
so intrusted to their Joint charge by the Company and to
best of their Judgement That with respect to Remitta
of Rents or Revenues or other Monies on Account of the
Honble Companys by Bills of Exchange made for
said Settlement of Masulipatam during the two
Appellant tells the said Station of chief their d
Appellant pretended that on case to shew that it was
and unremitted effect of the as well as that of the and
jointly duly to
pecuniary Assistance to the Government of Fort St
throwing all possible Supplies of money into Treasury
Appellant pretended that altho the balance of Cash
Respondents Treasury at Masulipatam was the 2nd
day of May one thousand Seven hundred and eighty
Madras Pagodas five thousand one hundred and
fanams and seventy seven cash and Rupees
four hundred and eighteen, thirteen and three fourth
remittances were made by the said chief and Co
Government by Bills of Exchange payable to
Madras and which Bill of Exchange were fully

to the Amount of thirty five thousand Madras Pagodas
between the first day and thirtieth of the ensuing Month
of June of which said Sum of thirty five thousand
Madras Pagodas there was a Bill drawn by Condaraguda
Juggernaut Row otherwise Juggapah on his Vackeel
or agent Setteramiah at Madras for twenty thousand
Madras Pagodas. That the minute Delivered by the
Appellant in Council dated the thirtieth 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 heavey
Demands present and future for money which the Appellant
pretended he alone of the Council could know from the
Circumstance of his having been very recently a member
of the Superior Government himself which the Appellant
pretended the public records could prove to be the truth
and not with a View of obtaining from the Council
or of assuming to himself any Authority devisable from
or independent of them of making any such remittance
whatsoever It was an Authority in the first place

which

whist he knew the Council could not delegate to the
Appellant either Constitutionally or Consistently with the
Joint charge and trust over all the Companys Affairs at that
Settlement vested in the said Chief and Council only or that
he could Exercise and in the second place he insisted and
pretended that he hoped to prove the same to the
Satisfaction of the said Mayors Court that he never
did exercise such Authority and that he never did
Accept any Bill of Exchange at Masulipatam on
Account of these Respondents without the concurrence
consent and Joint Acceptance of the said Council and
that all such Bills of Exchange being first accepted
by the said Chief and Council were remitted to
Government by them Conjointly and never by the
Appellant alone and the Appellant Denied that
by resolution of the Council on his said Minutes of
the thirtieth June one thousand Seven hundred and
Eighty Six or by any other order or resolution whatsoever
it became the Sole and exclusive duty of the Appellant
to be well Assured that the Bills of Exchange accepted
for the purpose of remittance to Government were drawn

by

by and upon persons of known and Approved Credit
and Responsibility or that he ever solicited or accepted
of any delegated power or authority as aforesaid for
the sole Acceptance of any Bills of Exchange whatever
as a remittance to Government or on any other account
what soever but the Appellant pretended 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 said that the members of the said
Council who had all been many years Longe in that
District and at the Settlement of Masulipatam than he
had ben must necessarily and certainly have had amore
perfect and intimate Knowledge of the credit and
respectability of the persons who granted Bills of Exchange
on Account of these Respondents than he could possibly
pretended to have had from his very short residence
there the fair and only true constructions therefore he
pretended to be put on the proposition contained in the
Appellants said Minute is that he applied to have
the Sanction and Authority of the Council for allowing

Such

what he knew the Council could not delegate to the
Appellant either Constitutionally or Consistently with the
Joint charge and trust over all the Companys Affairs at that
Settlement vested in the said Chief and Council only or that
he could Exercise and in the second place he insisted and
pretended that he hoped to prove the same to the
Satisfaction of the said Mayors Court that he never
did exercise such Authority and that he never did
accept any Bill of Exchange at Masulipatam on
Account of these Respondents without the concurrence
consent and Joint Acceptance of the said Council and
that all such Bills of Exchange being first accepted
by the said Chief and Council were remitted to
Government by them Conjointly and never by the
Appellant alone and the Appellant Denied that
by resolution of the Council on his said Minutes of
the thirtieth June one thousand Seven hundred and
Eighty Six or by any other order or resolution whatsoever
it became the Sole and exclusive duty of the Appellant
to be well Assured that the Bills of Exchange accepted
for the purpose of remittance to Government were drawn

by

by and upon persons of known and Approved Credit
and Responsibility or that he ever solicited or accepted
of any delegated power or authority as aforesaid for
the sole Acceptance of any Bills of Exchange whatever
as a remittance to Government or on any other account
what soever but the Appellant pretended 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 said that the members of the said
Council who had all been many years Longe in that
District and at the Settlement of Masulipatam than he
had ben must necessarily and certainly have had a more
perfect and intimate Knowledge of the credit and
respectability of the persons who granted Bills of Exchange
on Account of these Respondents than he could possibly
pretended to have had from his very short residence
there the fair and only true construction therefore he
pretended to be put on the proposition contained in the
Appellants said Minute is that he applied to have
the Sanction and Authority of the Council for allowing

Such

Such part of these Respondents rents or Revenues
could be spared from time to time from the ordinary
Disbursments of the said Settlement for the purpose
making Remittance to Government by Bills of Exch
in case that the issues of money from the Honble
Companys Treasury might be regulated by such
resolution of Council and that Bills of Exchange
might be engaged or obtained at such time as such
remittance could be made and the Appellant
pretended in his said Answer this to have been
true intent and meaning of his said minutes of
thirtieth day of June one thousand Seven hundred
and eighty six which he pretended was by these
Respondents wrongly contrued into charge against him
he pretended further that it was not necessary for
the Appellant as Chief to apply to the Council for
permission to waive the offer of Bills of Exchange after
a resolution had passed from the Chief and Council to
receive them Because he said it was well known to
the established rule of these Respondents Service on the
Coast of Coromandel for all Chiefs to receive in the
first

first instance all such Bills as should be Tendered and
for such Chiefs to Lay all such Bills before the Council
for their Concurrence and acceptances previous to their
Acceptance or rejection that not having either Solicited
obtained or exercised such a power or authority as he
said
was pretended by these Respondents said Bill of
Complaint and having never of himself Accepted or remitted
any Bill or Bills of Exchange on Account of these
Respondents to Government but on the contrary every
such Bill or Bills of Exchange so remitted being Accepted
and remitted to Government by the said Chief and
Council during the whole time of the Appellants
Chiefship as he pretended was already in proof upon
Oath on these Respondents Records at Madras as the
appellant said he was ready to prove to the said Mayors
Court and he pretended that he denied that he should
in any degree whatever be made responsible for the
Amount of any Bill or Bills of Exchange which
were so remitted to Government in case any or all such Bills 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
procurement

of Exchange to Government from Masulepatam in
consequence of his said Minute and the Council said
resolution of the thirtieth 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 Government in
July and August One thousand Seven hundred and
eighty six which together with the Sum of thirty
five thousand Madras 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 six to April
one thousand Seven hundred and eighty Seven without
any remittances having been made by Bill of
Exchange from Masulepatam to Government the
Chief and Council being Disabled therefrom by the heavy
payments made from the Companys 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 the appellant further pretended that on or about
the

the first day of April one thousand Seven hundred and
eighty Seven a Peremptory 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 Presedency one
Lack of Pagodas unless bills of Exchange could be
procured for part or for the whole amount thereof payable
to Government as would morefully Appear by the
Original Letter remaining among these Respondents
records and of which a Copy N.1. was thereunto annexed
for the Inspection of the said Mayors Court the state of the
Treasury at Masulepatam not admitting of the said
required remittance being made in specie it therefore
became the duty of the chief and Council to endeavor
by such means as they could procure to Comply with
peremptory Demand and it was in proof upon the
Companys records that the first remittance by Bill of
Exchange made to Government after the before mentioning
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 obidience
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

cent thousand nine hundred and five Current Pagodas which was short of the Sum Demanded in ten thousand and ninety five Pagodas that the said peremptory Order and requisition from Government was addressed to the Appellant 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 the Appellant as he pretended neither was it his Duty of Office so to do but he pretended that it 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 the Appellant Denied that these Respondents have any usage or can have it in their power to establish any usage respecting remittance by Bills of Exchange but such as was at present existing between other Merchants Partnership and bodies of Men and their Servants Correspondents and Agents and which are all precisely ascertained and Defined by what was called the Custom of merchants and has been acknowledged and allowed of as part of the establishment Law of the Land According to which these Respondents are bound to proceed and to which they must conform themselves for having made their election and in

Consequence

Consequence thereof Sued the Appellant in a Court of Law It was absolutely necessary the Appellant pretended in order to Obtain that Relief which by these Respondents Bill they seek that these Respondents 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 might conceive themselves possessed of as a chartered Company over the Appellant who was one of these Respondents Servants and that these Respondents had commenced their present Action upon principles not warranted by or founded on the Law of the Land It was beyond doubt the Appellant pretended that such their Action would fall to the Ground as it was impossible that the Appellant could be as he pretended convicted otherwise than by the Laws of the Country to which both he and these Respondents were both alike amenable and According to which these Respondents must direct and Govern themselves and for further Answer the appellant said and begged leave to observe that the Council who were joined with him expressed their intire concurrence and he pretended that by these Respondents own Account did not make any objections to the minute he entered in Council marked Letter A and annexed to the

Bill

Bill of Complaint nor did the Council at Masulipatam
make any objection on the contrary it appeard by their
own Consultations and the minute made thereon that they
entirely concurred in the proposal suggested by the
Appellant and therefore they must unanimously have
been of an Opinion that the motive that Operated with
the Appellant for making the minute was perfectly
fair and honorable and had no other object in view
as the Appellant would wish by his Answer to make
appear then the open and avowed ones of making the
remittances to the Superior Board and thereby in a material point
fulfilling the Trust vested in the Appellant and the
Council of Masulipatam and from thence it was obvious
as he had before observed but which he begged leave to
repeat because these Respondents seemed 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 the appellant
alone and the Appellant said that it was his Duty
jointly with the other members of Council to be as well
assured as they could reasonably 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

as it did naturally become the duty of every other Servant
or agent to do the best he can for those by whom he was employed
but the Appellant undertook absolutely to deny any
individual or exclusive responsibility incurred upon himself
either from the said minute or in any other manner
whatsoever and the Appellant further erroneously
answered and said that it appeard by these Respondents
own shewing that the statement of their several Grievances
contained in their said Bill of Complaint was not expressed
in that Consistent and clear manner as any way to
entitle these Respondents to recover from the Appellant
the Amount of the several Bills of Exchange charged
therein to be due to these Respondents because he
pretended it must be obvious to every person that if
as these Respondents charged it was the Duty of the
Appellant 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 the Appellants
duty to be as these Respondents have charged ultimately
responsible in case the persons by whom the Bills were drawn
or on whom they were drawn were not of Credit and
Sufficiency

Sufficiency and therefore as those two Duties which these Respondents have charged the Appellant said were incompatible and inconsistint with each other he pretended they must naturally defeat themselves and being imposible to be both supported must naturally both fall to the ground and in regard to the ipsuing 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 the Appellant because he though nominally a Trustee was only in fact the Instrument of the Board at large to receive and ipsue the Public money belonging to these Respondents 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 these Respondents it followed as a matter of course that such Bills of Exchange must be purchased by these Respondents money and such money being in the Custody of the Appellant as he — acknowledged as their Cashier the same of Course must be ipsued by the Appellant and the Appellant —

further

further Answered and said that he Denied that he was alone receiver of the Rents or Revenues of the Districts and Countries under the management of the chief and Council at Masulipatam but he admitted that he was so jointly with his Council under them that he was Keeper of the Cash Accounts there and as such he admitted that it was his Duty to bring to the Credit of these — Respondents all such money as had been received by him on their Account and the Appellant further falsely said and insisted and most Solemnly declared but without that he ever did faithfully and honestly Account to these Respondents for all money that he ever did receive on their Account as in due time he hoped fully to prove which the Appellant hath not done to the entire Satisfaction of the said Mayors Court and the Appellant further Answered and said that he admitted that Condraigula Juggernaut Row otherwise Juggapah was Renter of several Districts as mentioned in these Respondents Bill of Complaint and he also admitted that the said Condraigula — Juggernaut Row otherwise Juggapah was indebted to these Respondents at the time the Appellant quitted — his said Chiefship but not so considerably as was —

Suggested

suggested by these Respondents as would thereafter be fully explained to the Satisfaction as he the Appellant said he trusted of the said Mayors Court and that such Debt had arisen from the Accumulated arrears of Rent remaining unpaid to these Respondents and the Appellant also admitted that the Board of Revenue did write a Letter to him the Appellant to the purport mentioned in these Respondents Bill of Complaint stating their Surprize and uneasiness at the heavy Arrears that were due from the said Juggapah to these Respondents But the Appellant said and insisted that he the Appellant was no way accountable for or concerned either directly or indirectly in the Accumulation of the said Debt on the Contrary he had actually lent him several Considerable Sums of Money to enable him to make Payments in part of what was due from him to these Respondents and by such and other means he had so far succeeded as to induce him to make several very Considerable payments as he pretended by these Respondents own Records would fully appear and the Debt then due from the said Condraigula Juggernaut Row otherwise Juggapah to these Respondents was alone as he conceived to be attributed to his own improvident Conduct and inattention to his own Concerns Circumstances which no Circumspection of the Appellant as he pretended could foresee or prevent and which could not in the remotest Degree induce any Responsibility upon himself or be any grounds for these Respondents present Suit and the Appellant further answered and said that he never did nor could he by any means conceive that the oath prescribed by the Legislature to be administered to the Receivers of these Respondents Revenues or as he he pretended ever meant to include or could 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 the Appellant furthermore Erroneously insisted that all and every Sum and Sums of money ever received by the Appellant from the said Condraigula Juggernaut Row otherwise Juggapah were actually received in repayment of Monies actually so advanced or due a part thereof

lent

lent for the very purpose of enabling him to make payments to these Respondents in part of what he owed them as by an Account Current between him and the Appellant a Copy whereof N.2 was — hereunto annexed for the inspection of the said Mayors Court and the Original ready to be — Produced if required would fully and particularly appear and the said Mayors Court would thereby perceive that the Appellant 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 remained unpaid thereof and the Appellant further erroneously answered — and said and insisted that he never did receive — from the said Condraigula 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 in his said — answer and therein after Stated and which he pretended he was fully warranted in doing

as

as it was only receiving back as he pretended the — money which he had really and bonafide Lent to him and the Appellant said that to prove to the said — Mayors Court that such his assertion was founded on the strictest truth He Charged and insisted that the Sum of Twenty eight thousand Madras Pagodas which these Respondents said the Appellant received — from the said Condraigula Juggernaut Row otherwise Juggapah in or about the month of September One thousand Seven hundred and eighty Six by a Teep from Gorderdoss Soucar The Appellant said that in or about the beginning of September the said Condraigula Juggernaut otherwise Juggapah applied to the — Appellant for the Loan of Twenty eight thousand Madras Pagodas in the most urgent Terms which the Appellant said he Complied with upon his — Delivering to him the Appellant a Tap of Gorderdoss Soucar at Masulipatam for the Amount dated the — fifteenth of September One thousand Seven hundred and eighty six and payable to the Appellant on account — of the said Condraigula Juggernaut Row otherwise — Juggapah on the nineteenth day of October following

and

and the Appellant erroneously said and insisted
it had been already proved upon oath upon an
Examination instituted by these Respondents President
and Council of Fort St. George that the money for Teep
was really and bonafide Lent and advanced by the
Appellant to the said Condraigula Juggernaut Row
otherwise Juggapah out of his own proper mony and
some short time after the said Teep became Due &c
the Appellant 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 the said
Mayors Court but which the appellant hath not
however in any manner done and the Appellant
further said as he had no Accounts whatever with
Gorderdoss as he had taken Rece for payment of the
said Sum to the said Condraigula Juggernaut Row
otherwise Juggapah and as it was advanced him
without Interest the appellant made only
Memorandums of the Sum paid and received on
Account of the said Transaction and therefore no
Entry was made thereof in the said Account Current
above reffered to and the Appellant for further

Answer

answer erroneously said and insisted that in regard to the
Sum of Thirty thousand Madras Pagodas for Three Teeps
by Rafsavadoss To wit one bearing Date the first da
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 said year for Ten
thousand Madras Pagodas and the third bearing date
the first day of May in the same year for Ten thousand
Madras Pagodas The Appellant falsely said insisted
that the same was equally groundless for the
Appellant pretended that the said Three several Teeps
were given for money really and bonafide advanced
and Sent by the Appellant to the said Condraigula
Juggernaut Row otherwise Juggapah out of his own
Proper monies at this
particular instance and request and for which the
said Condraigula Juggernaut Row otherwise Juggapa
has had Credit given him in the said Account Current
above referred to, and the Appellant further answered
and said that the Sum of Seventy two thousand two
hundred and Sixty Rupees or twenty thousand Madras
Pagodas which these Respondents have stated to have
been received from the said Condraigula Juggernaut

Row

Row otherwise Juggapah by a Bill of Exchange —
bearing Date the fifth day of April One thousand
Seven hundred and eighty seven Drawn by Gorderdoss
Soucar on Benaras was in itself nothing more than
a Simple purchase of a Bill of Exchange for that —
Amount by the Appellant from the said Gorderdoss
upon his Correspondent at Benaras for which the
Appellant pretended that he did really and truely pay
out of his own proper money the full Value thereof
According to the course of Exchange agreed between
them as would Appear by the Account Current above
referred to wherein he has had Credit given them for
the Amount of that Bill — and the Appellant said
that he absolutely Denied that any of these —
Transactions would in the Smallest Degree affect
the Claims of these Respondents upon the Said —
Condraugula Juggernaut Row otherwise Juggapah
or occasion him to encrease his Arrears with these
Respondents but the same must have arisen —
as he pretended from the Mismanagement and —
and Intention to his affairs which Appeared to
have brought him into Debt not only with these

Respondents

Respondents but with every one else with whom he —
had any money Transactions and in which the —
Appellant would wish by his said Answer to make Appear
that he was equally a sufferer and Driven to the —
necessity of instituting a Suit in the said Mayors Court
against the said Condraugula Juggernaut Row otherwise
Juggapah for a Considerable Balance that was justly
due to him and the Appellant said that in regard to the
repeated Orders which these Respondents in their Bill
Stated were conveyed to the Appellant 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 two Boards and
the Appellant Denied that such Orders were —
disregarded on the contrary he pretended and insisted
that every Attention was paid to them that was —
proper or could be required but as such Orders had
not 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

Year

blame and even the whole of it could not be a very
Grievous offence since no orders of the Board of
Revenue however peremptorily expressed or repeatedly
urged to the Appellant 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 Rists more punctually or relieve
these Respondents from the inconvenience which had been
the Consequence of this Difficulty much more Difficult
was it still to imagine how the orders themselves or their
being obeyed or Disobeyed could in the remotest manner
as the Appellant pretended affect the present Suit of
these Respondents which was professedly as he pretended
brought for the Amount of Certain Bills of Exchange
and an Error in their own Account of Cash and the
Appellant further answered and said that he absolutely
Denied that the said Condraigula Juggernaut Row
otherwise Juggapah was in the smalest Degree
impowershed 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 Seeps and the said Bill on
Benares or that he was thereby rendered unable to pay
off

off any Arrears that were owing to these Respondents or
Discharge any Bills of Exchange that he meight tender
to the Appellant for the purpose of Remittance in Case
such Bill of Exchange should not be Duely paid
by the Acceptors thereof the Appellant then insinuated
in his said Answer that he had already very fully
Explained every Circumstance relative to these transactions
and from thence he pretended it must clearly appear
that they Could no way Diminish either the Fortune
or Credit of the said Condraigula Juggernaut Row
otherwise Juggapah so as to induce the Consequence
these Respondents wished to Derive from it or any
other bad Consequence whatsoever and the Appellant
further said that the only reason of the Accumulated
arrears of Debt due from the said Condraigula
Juggernaut Row otherwise Juggapah must have
arisen from real Distresses or pretended Distresses
and whether it was the one or the other it was equally
immaterial as he the Appellant pretended to the
Present Suit and ought not to have made a part
of these Respondents Bill of Complaint which with
a very singular Degree of Inconsistence as he
pretends first stated that it was the Duty of the

Appellant

Trusts enjoined them to which he pretended it was
unnecessary for him there to add that he was not vested those.
with the procurement of Bills of Exchange alone nor
did it particularly or individually belong to him as
or was it his duty but the same however procured were nd
ever Subject to their approbation or Disapprobation
the Consent to take, or the Determination to refuse
of the other Members of the Council by whom they were
to be rejected or received, and if received by whom
they were to be remitted in a Letter to the said President
and Council Stating in the Body of such Letter the
persons names by whom the said Bills were drawn
the persons names also on whom the said Bills were
drawn with the Amount date and every other particular
and this Deliberate particularization of the Bills the
Appellant proceeded to state being regularly gone through
and subscribed with the respective Signatures of every
member of Council such Letters were closed and forwarded
in the Common Channel so that the Appellant pretended
it would be very hard to say that he the Appellant
should be alone answerable for these Trusts which these
Respondents had thought expendient to delegate to so

many

many others jointly with him and the Appellant
did further pretended that he was neither regardless of
his publick duty nor mindfull 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
these Respondents Bill of Complaint but he said
and insisted 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
abovementioned for ten thousand Madras Pagodas
each which had not been paid and for the purpose
of fully explaining to the said Mayors Court that
those Different Bills were offered for the payment
of the same Sum of money the appellant did in his
said answer acknowledged that having at the
Expiration of the time limitted for payment of the
said Bills he applied thro' the said Condraigula
Juggernaut Row otherwise Juggapah for the discharge
of them all when he informed the Appellant that
the said Cashavadors had proposed the procuring
of Bills for the full amount of the above Sum in
a short time in favor of the Government and to

liquidate

Trusts enjoined them to which he pretended it was —
unnecessary for him there 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 their approbation or Disapprobation
the Consent to take, or the Determination to refuse
of the other Members of the Council by whom they were
to be rejected or received, and if received by whom —
they were to be remitted in a Letter to the said President
and Council Stating in the Body of such Letter the
persons names by whom the said Bills were drawn —
the persons names also on whom the said Bills were
drawn with the Amount date and every other particular
and this Deliberate particularization of the Bills the
Appellant proceded to state being regularly gone through
and subscribed with the respective Signature of every —
member of Council such Letters were closed and forwarded
in the Common Channel so that the Appellant pretended
it would be very hard to say that he the Appellant —
should be alone answerable for those Trusts which these
Respondents had thought expendient to delegate to so

many

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Interest when he applied to the said Condraigula
Juggernaut Row otherwise Juggapah for the Bill of
Fifteen thousand Madras Pagodas mentioned in
these Respondents Bill of Complaint but he said
and insisted 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
abovementioned for ten thousand Madras Pagodas
each which had not been paid and for the purpose
of fully explaining to the said Mayors Court that
those Different Bills were offered for the payment
of the same Sum of money the appellant did in his
said answer acknowledged that having at the — "
Expiration of the time limitted for payment of the
said Bills he applied thro' the said Condraigula —
Juggunaut Row otherwise Juggapah for the discharge
of them all when he informed the appellant that
the said Cashavadoss had proposed the procuring
of Bills for the full amount of the above Sum in
a short time in favor of the Government and to

liquidate

Liquedate by that mode his Debt to the Appellant —
and the Appellant further acknowledges that as it was
immaterial to him the said Appellant how he received
it, and as he pretended it was an Accommodation to
Government the Appellant agreed to it and soonafter
the said Condraigula Juggernaut Row otherwise "
Juggapah brought him the first of the said Bills "
for fifteen thousand Madras Pagodas and the appellant
then says that upon his asking him why it had been
Drawn by him instead of Cashavadoss he replied that
Cashavadoss had Determined not to grant any more
Bills on the Presidency at a Batta or Exchange of
Ten per Cent between the Madras and Star Pagodas, "
himself and other Soucars 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 the Appellant then said that the said Bill
was shortly after followed by the second for the "
Like amount to which the said Condraigula "
Juggernaut Row otherwise Juggapah made the

Same

same assurances in the name of the said Cashavadoss
that he the said Cashavadoss had made himself "
Answerable for the Amount — and the Appellant
did thereupon furthermore Acknowledge that upon the
first Bill being received and transmitted by the "
Appellant and his Council to Government the said
Condraigula Juggernaut Row otherwise Juggapah
paid the Defendant Fifteen thousand Madras "
Pagodas on Account and in part of the said "
Cashavadoss three Bills and upon which one of the
said Bills for Ten thousand Madras Pagodas was
Delivered up to the said Condraigula Juggernaut
Row otherwise Juggapah and the Appellant promised
him to deliver the two others upon payment of the
further Sum of Fifteen thousand Madras Pagodas and
the Appellant then said that shortly after the same
being Effected the remaining Two were also given up as he
said he would in Due time fully prove to the "
Satisfaction of the said Mayors Court and the "
Appellant in his said Answer pretended to justify
the said transaction and insisted that as far as relates
to these Respondents the said Transaction was in "
obedience to their Orders for a Speedy remittance. and

the

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 the Appellant pretended that it was evident that
the said Condraigula Juggernaut Row otherwise Juggapah
had credit for Thirty thousand Madras Pagodas for
those two very Bills and that the Appellant surrendered
up to him the said three before mentioned Bills of the
said Casharadoss the Appellants as he pretended 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
the Appellant fully allowed acknowledged and
admitted
in his answer did form part of a seperate transaction
between the said Condraigula Juggernaut Row otherwise
Juggapah and himself distinct from and in no wise
connected with the Appellants Situation in these —
Respondents Service as he prelends — because the —
Appellant said that whether he had or had not
been Chief of Masulipatam the Bills of the said —
Condraigula Juggernaut Row otherwise Juggapah and
Cullendee Vencatarama Ranjoo would have been received
remitted and paid for in the like manner as had taken
place respecting them That as to the said Condraigula
Juggernaut Row otherwise Juggapah he was on that
as he would be on any other Occasion as Drawer of a Bill
responsible for its Amount and the Appellant pretended —
he had had Credit with the Appellant for that Amount
in the Account Current above reffered to in his said
Answer the Justness of which would thereafter be fully
proved to the Satisfaction of the said Mayors Court which the
Appellant hath not done The Appellant then said that it —
Appeared from what he had before stated, that several Bills
drawn in the same manner as these were, had been regularly —
remitted and paid when they became due, They had been drawn —
upon the same persons as these were and were approved and —
accepted by the Council just in the same manner as these were
and he could have no reason to doubt as he pretended that these
would not be paid any more than were entertained doubts that
the others should be and in Confirmation the Appellant said
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 the Appellant —
pretended

pretended at least warranted the drawers in drawing them
and Comprehended in the responsibility of the payment
thereof both the Drawer of whose responsibility the
Appellant saith these Respondents had 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 these Respondents as the Appellant pretended thought
proper to have taken the regular Steps to enforce there
payment and the Appellant did then proceed in his
answer and pretended that in regard to the money being
issued out of the treasury for the purchase of the said Bills that
these Respondents could not reasonably expect - that he and
the Counsil to whom these Respondents as he pretended had
given their orders for making immediate Remittances to
them could have obtained such Bills to remit to these
Respondents in any other manner than by paying the
Amount thereof to the persons whom they had their Bills
and as to the proposal not to pay the money till
advice was received of the Bills being accepted the Appellant
said that the Bills were actually accepted which he pretended
was surely a full answer to any objection that might be
urged for the payment of the money and the Appellant
said

said that the person on whom the said Bills were drawn were
men who 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 therefore as the Appellant had before stated they would no
doubt have been ready so to do had they been regularly and legally
required which pretended omission of these Respondents the
Appellant did not presume to account for but that he could
not as he pretended forego with any justice to himself the
right the Laws of his Country gave him to repel this
attack of these Respondents upon there own unwarrantable
Inattention and neglect and the Appellant further circumstantially
answered and said that he Denied that the said
Condraigula Juggernaut Row otherwise Juggapah was
ever Dubash or Head Servant to him the Appellant on
the Contrary he said that during no time of his late
administration at Masulipatam did he ever employ any
native whatever in the Capacity of his Dubash or
Confidential Servant but he admitted that the said
Condraigula Juggernaut Row Otherwise Juggapah was
these Respondents Interpreter at Masulipatam and there
own Records would prove that he held the Appointment

from

from themselves, and as such was as he pretended in the habit of receiving from their Tributaries and Renters their respective Tributes and Rents which it was his duty the Appellant saith to report to him the Appellant as soon as received that the same might be brought to these Respondents Credit and the Appellant further answered and positively denied that the said Condraigula Juggernaut Row otherwise Juggapah did ever Directly an 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 the Appellant said and insisted and in due time he would fully prove to the satisfaction of the Mayors Court as it had been already proved by the fullest Evidence upon oath on another Occasion as the Appellant pretended that the said Sum of money said to have been received by the said Condraigula Juggernaut Row otherwise Juggapah from these Respondents Zemindars or Renters and not Accounted for to them was in fact received by him privately and without the smallest knowledge or Concurrence of him the Appellant at Several different times from several different people and without the least knowledge Consent Concurrence or approbation of the Appellant appropriated to the own private use and Account of the said Condraigula Juggernaut Row 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 Juggernaut Row otherwise Juggapah as aforesaid two three four and five Months previous to the date of the Bill of Exchange alluded to by these Respondents in their Bill of Compliant and the Appellant further answered and said as he had already stated and so the truth really was that as he knew nothing of the moneys being received he could not of course grant receipts for the amount nor could he credit these Respondents Cash Accounts with it and he could with as little posibility as he pretended give any Direction for the Application either to his own private use or to any other purpose of the receipt of which he was totally ignorant and the Appellant further answered that he absolutely Denied that any application was made to him the Appellant from the Zemindars or Renters

it and as he can fully prove that no objection were
made by the said Chief and Council and that the Bill
was received and transmitted by them to Government
the Appellant as he pretended was 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 the Appellant
and the Bills being thus received the usual officiall
Receipts being granted in the manner above stated it follo
of Course that the usual official Entries were made in the
Respondents Books of Account by Crediting the
zemindars on whose Account the Bill was granted
and by Debiting these Respondents under the "
Established Head of Account Current For the George for
the Amount of the Bill granted in their favored
as the Appellant pretended he would also prove to
said Mayors Court that no part of the Amount of
said Bill was received by him or applied to his use he
Denied that any deficiency had thereby or was in these
Respondents Cash or in their Books of Account and
the Appellant further Answered and said that instead
of his applying to the said Condraugula Juggernaut
Row

Row otherwise Juggapah for the said Bill it had already
been fully proved on another occasion as he pretended and he
would in proper time also prove to the satisfaction of the
said Mayors Court which hath been Done that the
Appellant to receive the said Bill and the Tender thereof
was made by the said Condraugula Juggernaut Row
otherwise Juggapah to the Appellant who assigned
as his Reasons for such Application his Apprehension
of being involved in trouble with those zemindars from
whom he had received the Amount of the Bills so
Drawn the strongest possible proof that no part of
the money received by Condraugula Juggernaut Row
otherwise Juggapah had been paid to the Appellant
or appropriated to his use as he the Appellant in
that Case and not the said Condraugula Juggernaut
Row otherwise Juggapah must be held responsible
to those zemindars for the Amount and as a further
proof the Appellant beged leave to refer to the "
pretended Letter annexed to his said answer sent
by the said Condraugula Juggernaut Row otherwise
Juggapah to his vackeel or agent at Madras and
written after the Appellant had quitted the "

Chiefship

Chiefship at Masulipatam That is to say Translation of a
Letter from Rajah Condraigula Juggernaut Row Bahadar
Masandar and Sar Serastadar of Rajamundry Circar to
Chilacalapoody Settaramiah Dated Fasta Bahoola dasamy
somavarum I am in good helth and hope to have the
pleasure of hearing your welfare The Gentlemen having
now surrendered the whole Administration of the affairs
of this Place to Mr. Hodges after having held a
Consultation for that purpose Mr. Floyer intends to set
out to morrow 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 other persons and I hope to Succeed in
the view Sooner and I will remit it to you Tendeavan
for both the former and present If you will exert
yourself to rise as far as 20,000 or 30,000 Pagodas I will
pay the same agreable to the Terms which shall be

Specified

Specified in your Letter It hath given me an infinite
Deal of Joy to hear the Intelligence of the Ship which
you mentioned arrived again and I hope you will
Communicate to me the Intelligence at large by
making a particular Enquiry about it you will also
let me understand the advice of our Friends about
extricating ourselves from the Difficulties under which
we are involved Bagaram wrote a Letter that Interest
was paid to Mr. Desouza you will however satisfy
the money relative to the Bill of Vencaiah and let
me know the same you will from this Day forth be
Cautious to direct all the Letters addressed to me to
Goodavadoss vavadoss and Maduradoss as by the Original
thereof then pretended to be remaining among your
Petitioners Records might fully appear and the
Appellant further pretended that it was obvious from
the purport thereof and the method he therein proposes
adopting for the Discharge of the said Bill that the
said Condraigula Juggernaut Row otherwise Juggapah
Considered himself alone and not the Appellant as
answerable for the payment of the amount thereof
and the Appellant further Answering said that having

already

already Stated to the said Mayors Court that no
Application ever came from him the Appellant for the
said Bill of Exchange but the same originated entirely
from the said Condraigula Juggernaut Row otherwise
Juggapah by his Application to the Appellant to
receive the same it was needless he pretended to say
any thing in reply to the Suggestions of these
Respondents of any Engagements having been made
by the Appellant to provide for its payment which
he solemnly Denied and if it were necessary it
would be easy from the general Tenor and purport
of the above recited Letter to prove that such Engagement
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 Confidential Communication
the Appellant pretended from the said Condraigula
Juggernaut Row otherwise Juggapah to his
particular friend and Correspondent upon the
Subject of the Bills and had the Appellant

engaged

engaged to pay it can it be doubted he would not have
mentioned it the Appellant pretended that it could not be
Doubted and he again in his said answer without most
solemnly repeated that he ever entered into the smallest
Engagement for that purpose or ever had the most distant
Idea of doing so and the Appellant then pretended that
he had already fully explained to the said Mayors
Court the manner in which the said Bill of Exchange
was received by him the said Appellant and he knew
not any other reply he could make to the charges of these
Respondents that it was at his Instigation and by
his means the said Bill was drawn than by referring
them to what had gone before and which he there again
in the same most solemn manner beged leave to assure
the said Mayors Court was Litterally and precisely
true and the Appellant did further Answer
pretending that he hoped fully to prove to the said
Mayors Court that the said Condraigula Juggernaut
Sherwise Juggapah had been for several years in the
Custom of drawing Bills in favor of Government payable
at the Presidency upon the same person as those were
Drawn all of which had been duly paid except

those

those referred to by these Respondents in their Bill of Complaint and therefore the Appellant and his Council as well as the new Chief and his Council could have no such cause to Doubt that those would not be also paid and to shew to the said Mayors Court that the Situation of the said Condraigula Jaggernaut Row otherwise Juggapah in point of finance was not so involved or his arrears due to these Respondents so great as was pretended by these Respondents in their Bill of Complaint and Endeavored to be Supported by the Exhibits annext thereunto and marked No. 3. the Appellant begged leave to annex to his said answer the Copy of an account Current No. 3. between these Respondents and the said " Condraigula Juggernaut Row 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 he pretended it Appeared that he was then indebted to these Respondents in a Balance only in the Sum of Five thousand Madras Pagodas " and the Appellant said that a Copy of the said Account Current was on or about that time " transmitted by the Chief and Council at " Masulipatam to the Board of Revenue at " Fort St. George who in reply thereto made no objection to any of the Items of the said Account except to a Credit therein taken by the said Condraigula Juggernaut Row otherwise Juggapah on Account of two years Allowance due to him from these Respondents for his family Meerashee 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 these Respondents on that day in the Sum of Twenty five " thousand Pagodas whereas in fact he was not really indebted to these Respondents as the Appellant falsely pretended in any sum of Money exceeding three thousand Pagodas or thereabouts and the Appellant then in his answer beged leave to explain to the

Said

said Mayors Court in the manner following. The said
Condraigula Juggernaut Row 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 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
Account 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 Juggernaut Row 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 as the Appellant undertook
to say do away his right to receive it prior to the
Date thereof The charge therefore made in the said
Account Current the Appellant pretended was only
for a Debt due to him from these Respondents on
the

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 appellant
did presume to assert these Respondents were bound to pay
him altho the said Condraigula Juggernaut Row 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
these Respondents whereby he appeared a Debtor on the
thirtieth of april one thousand seven hundred and
eighty seven in the Sum of Twenty five thousand
Pagodas yet the Respondents as the Appellant
pretends on the other hand are his Debtors in the
Sum of Twenty two thousand and upwards besides
what Government had held out that they might
thereafter think proper to allow him as Interpreter
or in reward of any Service done by him or his Family
which it was reasonable to suppose the appellant
continues to presume from the great Benefits
already derived by these Respondents in the then
late receipts in to their Treasury of upwards of
one hundred thousand Madras Pagodas from the

Zemindars

Zemindars as arrears due from them on account of the said Family Nurashie and from the addition made to their annual Revenue by these means in the distrits of Masulipatam would not be a less Sum than that for which Government hath stood pledged as the Appellant undertook to assert to the said Condraigula Juggernaut Row otherwise Juggapah in Consideration of the Surrender so made by his Family and on the Eleventh day of June one thousand Seven hundred and Eighty seven which was the day of the Appellant assuming the Chiefship of Masulipatam the Debt then due from the said Condraigula Juggernaut Row otherwise Juggapah to these Respondents for all his said Farms did by arranangements made by the Chief and Council under the Sanction and order of 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 the Appellant pretended was erroniously stated in the exhibits annexed to these

Respondents

Respondents 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 Diffirence the appellant said he conceived had arisen from the variation in the Amount of the Rists as Settled formerly and of the Rists afterwards Settled by the Appellant and his Council under the Authority from the Board of Revenue as he trusted would fully appear to the satisfaction of the said Mayors Court from the Exhibit thereunto annexed marked N.4 being a Letter from the said Board of Revenue to the Chief and Council in which they said we leave the final adjustment of the new Rists to your prudence and to the information which local Circumstances may afford you and the Appellant further Answered pretending that he had already fully explained to the said Mayors Court in what manner the Amount of the said Bills was Credited in these Respondents Books of Accounts which was a necessary Consequence

of

of the Transaction and strictly conformable to the Established practice of the Service and he had before also fully — Answerable as he pretended to the charge so often dwelt on by these Respondents 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 then again most Solemnly Denied and the Appellant further answered and said 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 Condraigula Juggernaut Rowotherwise Juggapah, the best answer the Appellant — Acknowledges he could produce and which he pretended must be a full and Compleate Answer to every — possible charge of that Suit was a Letter and — Statement of the said Condraigula Juggernaut Row otherwise Juggapah himself addressed by him to the Chief and Council of Masulipatam in answer to their Enquiries upon the very — Subject and which was transmitted by them — to the Superior Board and whereof a Copy was thereunto annexed marked N.° 8 from which —

Letter

Letter it appeared that the said Condraigula Juggernaut Row otherwise Juggapah had fully Accounted to them in what manner he was satisfied for the Amount of the said Bill of — Exchange and of which to adopt his own words the Appellant — pretended that he hoped the statement accompanying the said Letter would fully explain the Subject and the Appellant then said that in regard to the other Suggestions of the distress of the said Condraigula Juggernaut Row otherwise Juggapah or of the failure of the Appellant in any Engagement he had entered into he could only say as he had beforesaid — that he totally Disclaims being in any manner — Instrumental in such distress if such distress did really exist as well as having ever entered into any Engagement to pay the said Condraigula Juggernaut Row otherwise Juggapah the Sum of Fifty thousand Madras Pagodas or any other Sum of money to enable him to discharge the Amount of the said Bill and the Appellant further Answered pretending that from the above Statement of the several Circumstances attending the said Bill it must appear obvious as the Appellant pretended humbly to conceive to the said Mayors Court that he the Appellant had really nothing to do with

its

its payment or non payment but he was totally
Discharged from all Consiquences attending the same
from the mament of his handing it over to the new
Chief and Council at Masulipatam and their
accepting thereof but had the Appellant as he
insinuates any Interest it would be easy to prove that
its not being paid did not so much proceed from any
insufficiency in the Drawer of the said Bill to discharge
the same as from a total Inattention and want of
Exertion in these Respondents Superior Board at Fort St George
to make use of the means they had to enforce such
payment — It became their duty as the Appellant
pretended as the holders thereof regularly to protest
the same upon its not being Duly paid and to
return the same Protested to the Drawer for payment
agreably to the Common Custom and usage of all
Merchants and other holders of Bills in Similar
Situations from which these Respondents could not
be exempted any more than any other merchants
or Holders of Bills and if they neglect the Duty
prescribed to them by Law upon those occasions he

pretended

pretended they surely could not expect to obtain Redress from
Law which they can alone entitle themselves to obtain
by Shuwing that they have pursued the rules it enjoins
and the Appellant said that soon after his return to the
Presidency upon his finding the Inattention he did
recommend to the Governor of the Superior Board the period
of payment of that as well as two other Bill 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
not withstanding any thing these Respondents might
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 the Appellant further pretended that the persons
on whom the said three Bills were drawn were the 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 positively forbed the Appellant and
his Council as he pretended to Transmit any Bills

of

of Exchange that did not bear a Batta or Exchange of Ten
per 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 Exchange could be
procured at that rate and the Appellant altogether
pretended to deny that he knew 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 at
Masulipatam who must by their long Residence there have been
much more intimately with the sufficiency of the Drawers
than the Appellant from so short a residence could possibly be and
on the Contrary the Appellant pretended he had every reason to
believe that they would be paid as he trusted would fully appear
to the said Mayors Court from the several Circumstances
abovementioned of which he would not again trouble them with
a Repetition the Appellant did then pretended that he hoped
he had already shewn to the said Mayors Court that the
power and authority of the Chief and Council at the said
Settlement or Factory at Masulipatam to procure Bills

of

of Exchange for the purpose of Remittance to Government
had never been vested in or exercised by the Appellant alone but
that such power and authority was vested in and exercised by
the said Chief and Council jointly that he the Appellant
never solicited or requested such power and authority and that
it was not the Appellants Sole and exclusive duty to be well
assured nor did he undertake and engage that the Bill of
Exchange procured or accepted for the purpose of remittance
as aforesaid to Government should be drawn by and upon
persons of known and Approved Credit and Responsibility
but that it was the Joint Duty of the Chief and
Council to be careful 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 the Appellant in the same manner
most solemnly Denied that he did wrongfully or
deceitfully take and receive any of the said three Bills
of Exchange or that he knew or had any reason to
believe they would not nor could not be paid and Discharged
and he avers that he did not Derive any benefit or
advantage

Advantage whatsoever from any of the said three Bills of Exchange taken and received by the Chief and Council at Masulipatam as he was ready to prove to the Satisfaction of the said Mayors Court but which the Appellant hath not in any manner done the Appellant also Solemnly Denied the Charges of misfeasance and Breach of trust imputed to him by these Respondents Bill of Complaint and maintained that the Acceptance of two of the said Bills of Exchange by the Chief and Council for fifteen thousand Madras Pagodas each was solely in obedience to the positive requisition and Order from Government for a Supply of money to be remitted to the Presidency as had 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 for a Debt due by Condraigula Juggernaut Row 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 the Appellant

pretended

pretended that he could not but lament that for such Jealous and laudable motives in the said Chief and Council he Should be unjustly and cruelly charged by these Respondents said Bill of Complaint with a misfeasance and Breach of Duty in the Execution of his said late office of Chief at Masulipatam and the Appellant further Answered that he had already Declared that he had no Dubash during the time of his late Chiefship at Masulipatam that the said Condraigula Juggernaut Row otherwise Juggapah was not his Dubash but the Head Dubash or Interpreter of these Respondents serving under the Orders of the Chief and Council at Masulipatam that he had at times Employed him in his money Transaction because the said Condraigula Juggernaut Row otherwise Juggapah was in his Debt and he took this method of liquidating the same as most easy and convenient to the said Condraigula Juggernaut Row otherwise Juggapah that a part of the Debt he had so contracted with the Appellant was for Sums of money lent to him by the Defendant to enable him to Discharge his

Kists

Rests to these Respondents and that the Appellant did
otherwise render essential Service to these Respondents as he
pretends in Money Transactions the Exhibit unto his
Answer Annexed marked N.6 would prove the Loans
he made to them at Sundry times to enable them to
make the necessary Current Disbursements of the
said Chufship and for no part of which Loans the
Appellant did require or receive any Interest which
he conceived he had a just Claim to Demand and
receive and the Appellant further Answered
pretending that he knew not how to Account for
these Respondents charging the Amount of their
Damages by the said Bills 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 the respective Dates of such
Bills since the whole Amount of such Bills by
their own shewing only reach to the Sum of Seventy
three thousand two hundred and Eighty three
Pagodas four fanams and Seventy Seven Cash
but this he supposed to be only a mistake

and the Appellant further Answered and said that in regard
to any Difference pretended to have existed between the
Sums of money received upon the Settlement made by Morgan
William Esqr and those Accounted for by the Appellant
he the Appellant repeated what he had before asserted that
he had ever faithfully and honorably Accounted to these
Respondents for all and every Sum and Sums of money
whatever that he had at any time received on their
Account and he said erroneous that by these Respondents
own shewing it Appeared that in regard to the said
Settlement he had 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 the
Appellant on Account of these Respondents and therefore
that transaction was surely well and faithfully accounted
for and was a Compleat Answer to any thing suggested
as he pretended by these Respondents respecting the same
and in answer to the Difference stated by these
Respondents to have arisen between the Sums pretended
to have been paid by Vachavoy Juggapelly Renter of
Renter of these Respondents on their Account and the

Money

money Accounted for to them by the Appellant The Appellant
said and insisted that he had fully Accounted to these
Respondents for all the money he ever received either from the
said Vachavoy Juggapilly Rauze or any other person on their
Account that the said Condraigula Juggernaut Row
otherwise Juggapaty by whom it was pretended the money not
Accounted for was received was not a Dubash of the Appellant
or intrusted by him to grant or give receipts for any Sum or
Sums of money received for these Respondents but all such
receipts were granted by the Appellant 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 the Renters and
Zemindars of these Respondents within the said Factory and
therefore if they did make any such payments as they
pretended they could not have any Claim whatever to have
Credit from these Respondents but upon shewing the receipts
of the Appellants or some other of their Servants or other persons
thereunto Duly authorized nor need these Respondents to
have given any Credit for the same much less could they
have any pretence to charge it to the Account of the
Appellant and institute their present Demand and which

was

was further Corroborated on these Respondents Records by the
Vachel or agent of the said Vachavoy Juggapally Rauze
as the Appellant pretended and who in his examination before
the Chief and Council of Masulipatam as the Appellant
pretended he was informed Declared the same to have been
paid to the said Condraigula Juggernaut Row otherwise
Juggapaty but not brought to the Account of these
Respondents and these was still further strengthned by this
pretended Claim never having been set up During the
Appellants Chiefship nor till sometime after he had
quitted that Station and the Appellant pretended
that as he had fully proved to the Satisfaction
of the said Mayors Court that he the Appellant was
no way liable or Responsible for the Amount of the
said three several Bills of Exchange or for any or either of
them any part or proportion of any or either of them
and as he had also as he pretended proved that he was
no way answerable or Accountable for the money by
these Respondents charged to have been paid by the
said Vachavoy Juggapilly Rauze on their Account and
not Accounted for by the Appellant he fully trusted
as he pretended that he had entirely done away every
Jota of the Demand these Respondents have set up

against

against him and humbly prayed that he might be thereby
with his reasonable Costs in that behalf most wrongfully sustained
dismissed. The Appellant further presumed that having as Love
fully made Answer to every Charge of these Respondents Bill
clearly made it Appear that these Respondents had no pretence
to make any Demand upon him either for the Sum sued
for or any other Sum whatever and as he trusted fully
confuted every Suggestion of any Misfeasance in the
executing of the important trust committed to him as their
Servant he pretended that he thought it but a common
Duty he owed to himself as well as to the rank and
Different Stations he had filled in these Respondents
Service to state on his part to the said Mayors Court some
of the many essential Services which he pretended to have
rendered them During his late Chiefship at Masulipatam
and from such motives he humbly hoped the said Mayors
Court would forgive him if he added still a few lines to
his said Answer in stating in the plainest Words the
following plain and undoubted facts the Appellant
in order thereto pretended that these Respondents
representatives would not deny if that almost
immediately after his taking Charge of that Chiefship
he brought forward for Liquidation a very large
Balance which he found to be due from the Zemindars
and

and Renters of that Districts to these Respondents and which
had long been in a Dormant State Hoped also recover as he
pretended for these Respondents a Sum of Money exceeding one
hundred
thousand Madras Pagodas which he pretends were due to them
on Account of the Marashees being the arrears of Six years
and upwards He did further pretend to recover for them a
Sum to a much more considerable Amount than the former
being an arrear for the same pieced of time of an Assignment
of Twelve and a Half per Cent on the Zemindars in that
District altho many unsuccessfull attempts had been made
by his Predecessors in that Office And instead of the
Settlement made in the Chief ship 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 the Appellants Chiefship with the same
Zemindars for three years he pretends Amounted 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

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 seven hundred and eighty nine Current Pagodas twenty one fanams and sixty nine Cash in each year — And the Appellant under pretence of these foreign Subject said that for the part he took in the above and other acts of his administration he had 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 were well attested as he pretended upon these Respondents Records and might at any time if necessary be proved in the fullest manner to which plea and answer these Respondents did on or about the second Day of June in the aforesaid year of our Lord One thousand Seven hundred and eighty nine file their Replication maintaining that the said Plea and Answer of the said Appellant was uncertain untrue and insufficient And these Respondents for further Replication said that the matters contained in the said Bill of Complaint were altogether —

relievable

relievable in the said Court and these Respondents also said that they would maintain and prove and so they have done that the Appellant did 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 was as was stated by the Appellants 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 Appellant took and received the said three Bills of Exchange and for the amount whereof these Respondents had in their said Bill charged that they were damnified and injured and had sustained Damages by the misfeasance of and breach of trust reposed in the said Appellant — And these Respondents said that the want of Protests upon all or any of the said Bills of Exchange was not any Bar to their said Action and recovers of the said several Sums of money wherewith they have charged the appellant to be indebted to them for the Amount of the said three

Bills

Bills of Exchange and these Respondents also said — that it had 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 these Respondents said Presidency but to return Bills of Exchange under the discription of non Acceptance or non payment to such Settlement from whence they the said President and Council did receive them — without any Protest or Mahazar — and these Respondents said that their said President and Council did return back all the said three Bills of Exchange to Masulipatam for the purpose of recovering and inforcing Payment thereof from the Drawers as these Respondents have shewn in their Bill of Complaint and these Respondents said that the said Pleas of the said Appellant for the purposes of saveing 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 Draiwers thereof did clarly admit a conviction and acknowledgment of the several Circumstances of the case under which the Appellant was charged by these Respondents to have become responsible and indebted unto them for the Payment of the said Sums of money wherewith he was charged by these Respondents as for the several Amounts of the said three Bills of Exchange —

And these Respondents in order to refute and Controvert the several matters setforth by the Appellant in his said Answer said that they would maintain that it was the peculiar Offic of the said Appellant as chief of these Respondents said Settlement of Masulipatam to be also recever of the Rents and Revenues ifsuing out of the several Districts and Countries under the management of the said Appellant as Chief of their Council at Masulipatam aforesaid And that the Appellant was consequent to such offic of Recever of the said Rents and Revenues these Respondents treasurer or Cash keeper and keiper of their Cash Accounts of Receipts and disbursements at that Settlements as was fully proved at the hearing of these Cause And these Respondents also said that the Appellant did during all the time that he was Chief of these Respondents said Settlement exercise the said offices of Recever of their Rents and Revenues and of Treasurer and Cash keiper and of keiper of their Cash

Cash Accounts of Receipts and disbursements there
independant of the said Council and these Respondents
did therefore charge that the Appellant was solely responsible
for any mismanagement therein and more espicially
for the mismanagement and misfeasance wherewith he
was charged by these Respondents in the execution of the
said several Offices and trusts — And these Respondents
did deny that it was the unremitting object of the
Appellant to give as much as was in his power
Pecuniary assistance to these Respondents Presidency at
Fort St George by throwing all possible supplies of money
into these Respondents Treasury — And these Respondents
said that it was not regular for the Appellant in his
Answer to introduce any other Transactions of remittances
by Bills of Exchange from Masulipatam to these
Respondents Presidency at Fort St George than such
as related to the Responsibility of those wherewith he
was 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 Appellant was not in
the

the Chiefship of the said Settlement of Masulipatam could
only be done with a view of leading off the Attention of the
said Mayors Court from the Consideration and investigation
of the acts wherewith the Appellant was charged by these
Respondents to be responsible and of course foreign to the
nature and merits of this Cause —

And these Respondents did deny that the minute
Delivered in by the said Appellant to the Council of
Masulipatam on the thirtieth Day of June one thousand
Seven hundred and eighty Six and by him in his Answer
acknowledged was so delivered in with the design that the
same should have the effect insisted on by the Appellant
but that the same was framed and delivered into the
said Council with the design of Drawing to himself
the whole power and authority of the said Council in the
procurement of Bills of Exchange to be remitted to these
Respondents said Presidency from Motives of private
Interest and in the premeditated design of injuring and
Defrauding these Respondents in the manner in their
Bill set forth — And in further Reply to what the
Appellant had urged these Respondents said that if he
knew that his Council could not delegate to him such
an Authority he was the more blamable by the attempt

to

and these Respondents also said

to influence them thereto and his having exercised such an Authority so procured did render him to all intents and purposes of the Law Responsible for all acts and particularly those illegal acts wherewith he was charged / done under such an Authority whether the same was legally delegated or Arbitrarily assumed under the Character of these Respondents Chief of the said Council And these Respondents did therefore deny that the said Appellant did accept of the said three Bills of Exchange or either on Account of these Respondents with the Concurrence consent and joint acceptance of the said Council further than can be implied from their Minute of the thirtieth of June One thousand Seven hundred and eighty six in Consequence of the Appellants previous minute of the same day whereby they the said Council did approve of the Appellant receiving such Bills tendered to him as he might Judge good and also by what they might further know by the Letter of advice of the said Bills to these Respondents said President and Council going round in Circulation for their official Signatures And these Respondents did aver that the said Appellants said Minutes did not only prove that he solicited but that he used means to induce the said Council of Masulipatam to delegate to him the power and Authority for the sole Acceptance or procurement of Bills of Exchange to be remitted from these Respondents Settlement of Masulipatam to their Presidency at Fort St. George and that the appellant did recommend such powers to be invested in him under the pretence of his knowledge from having lately been a Member of the Superior Government of their occasions for Supplies of Money to discharge sums for the payment of which they then stood pledged and that he further urged as a duty of the said Council to invest him with these powers as a means in the first instance of affording every assistance in their power to these Respondents Presidency the appellant therefore had as these Respondents set forth in their Replication misrepresented the fact in that part of his Answer wherein he denied that ever Solicited such a Power

And these Respondents said that if it was the Case as the Appellant pretended that the members of the Council at Masulipatam who he said had all been many years longer in that District than him must necessarily and certainly have had a more perfect

and

and intimate knowledge of the Credit and respectability of the persons who granted Bills of Exchange on account of these Respondents than he the Appellant could possibly pretended to have had from his very short residence there the Appellant ought not in that Case as these Respondents said to have procured the sole power of taking Bills of Exchange on these Respondents Presidency but that having done so he was consequently the sole person responsible for the non payment of the Bills of Exchange in Question And these Respondents in their said Replication further said that the Appellants pretended ignorance of the Credit and respectability of persons who granted Bills of Exchange at Masulipatam During the time that the Appellant was Chief of that Settlement was certainly very inconsistently urged as an excuse for taking the three Bills for the non payment of which he was then called upon to be answerable because these Respondents said that he was better acquainted with the state of Credit and respectability of the Drawer than any other person as they were severally drawn or procured to be drawn by his own immediate Servant or Head Dabash who he not only knew was not in astate of Credit to draw Bills of Exchange at the time but on the Contrary that he was largely in arrears to these Respondents and in a General insolvent State of Credit and the Appellant must also have known that he did not furnish him with the means of enabling him and the said persons by whom the same were drawn to pay the said Bills of Exchange by paying the Value thereof According to the Credit given in these Respondents Cash as so much paid on that Account and these Respondents said that the Appellants Council were so far less informed of the Credit and respectability of the drawers of the said several Bills than the Appellants 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 Appellant that they had no means offered them of Approving or Disapproving thereof

And these Respondents further more said that whatever construction the Appellant might then put on the intention of his making the said Minute they were justified by that construction they had put thereon by the injurious effects consequent thereto and whether the Appellant in his conduct of taking Bills of

Exchange

Exchange to be remitted to these Respondents Presidency
did deviate from the just intentions he then pretended he
had in making the said Minute or whether such conduct
was in pursuance only of the unjust intention and design
wherewith he was charged by these Respondents to have
made the same the Appellant was in either Case equally
responsible to make good the real loss and injury they had
sustained by the misfeasance of the Appellant in the
several instances by them stated and setforth.

And these Respondents in their said Replication
did admit that their President and Council at
Fort Saint George did transmit the Letter Copy whereof &c was
annexed unto the Appellants Answer But altho the said
Letter was addressed to the said Appellant and the Council
these Respondents said that the Appellant 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
Appellant and that it was the duty and office of the
Appellant so to do And Because the said Appellant did
act in and execute the said Duty and office alone and
not jointly with the said Council as was pretended by
him

him

And in Reply to what the Appellant had setforth
alledging that these Respondents had no usage or
could have it in their power to establish any usage
respecting remittances by Bills of Exchange but such
as was then existing between Merchants partnerships
and Bodies of Men whereto these Respondents said
that they had not charged the Appellant upon any
usage by them established contrary to legal Custom
But these Respondents had charged him as their
Servant Factor or agent for breach of Trust and
misfeasance in office which was sufficient According
to the established Law of the Land not only to ground
their present Action but also to Convict the
Appellant thereupon notwithstanding what the
Appellant had said to the Contrary

And these Respondents said that the Council
having expressed their entire concurrence to the aforesaid
Minute entered in Council of the said Appellant
did not make them concurrent with the appellant
in the abuse of the Power he drew to himself and
their having been unanimously of an Opinion of

the

the fairness of the Appellants pretended motives was no proof that the same were fair or honorable and as the Conduct of a Person gives the truest testimony of his motives these Respondents said that they were Justified in charging that the Appellant did abuse the confidence of his Council by a Conduct quite Contrary to the Appearances he then held out to them as the event had proved in the clearest manner.

And these Repliants in their said Replication further avered that the Statement of the injuries done to them by the Appellant in their Bill of Complaint are expressed in that consistent and clear manner sufficiently to intitle them to recover from the Appellant the Amount of the said three Bills of Exchange and that the several Arguments made by the Appellant to discharge himself from that Responsibility are absurd and evasive and particularly that wherein the appellant observed 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 Bills were Drawn and on whom they were drawn were not of Credit and sufficiency as these two duties are incompatible and inconsistent with each other whereby the Appellant seeks to justify his having taken the said Bills of Exchange from Persons on others both not of Credit and sufficiency because it was his duty that such Bills of Exchange should have ben drawn by and on persons of Credit and sufficiency and that he was therefore excused from his breach of Trust towards these Respondents because it was his duty to have fulfilled and executed it with fediality Care and Circumspection.

And these Respondents denied that the Appellant 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 these Respondents did maintain that the Several sums of money the Amount of the said Bills of Exchange were never paid for the purchase of the said Bills of Exchange but that the same and every part thereof was and were Appropriated by the Appellant to his own

own use without the knowledge of the said Council as was fully proved at the hearing

And these Respondents did further maintain that the Appellant 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 Appellant did act alone in that Capacity and as treasurer and keeper of these Respondents Cash Accounts and that in that Capacity he did alone give Receipts to the Zemindars and Renters of these Respondents said districts and Countries as these Respondents had already set forth and as they have fully proved And these Respondents said that the Appellant did not faithfully and honestly Account to them or their said Assistant 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 had been shewn that he did not by their said Bill

And these Respondents did also maintain that the said Condraugula Juggernaut Row otherwise Juggapah was indebted unto these Respondents at the time that the Appellant quitted his Chiefship in for-

one thousand Seven hundred and Eighty Seven in the manner and form charged these Respondents in their said Bill of Complaint And these Respondents said that the Appellant was the Cause that the said Condraugula Juggernaut Row otherwise Juggapah was so much in arrears to these Respondents as to occasion the Board of Revenue to express their uneasiness and Surprize in the manner and at the time setforth in these Respondents said Bill of Complaint by receiving from him the large Sums of Money therein further setforth

And these Respondents in their said Replication said that they did not believe but on the Contrary did deny that the Appellant did lend unto the said Condraugula Juggernaut 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 Respondents & they did deny that their Records did shew the same but the Contrary these Respondents did believe as they have charged in their said Bill that the said Condraugula Juggernaut 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

by the large Sums of Money he at different times paid to the
Appellant on his own private Account and which the Appellant
did so receive from the said Condraigula Juggernaut Row
otherwise Juggapah at a time that the Appellant made no
Demands of payments on Account of his the said Condraigula
Juggernaut Row otherwise Juggapahs said arrears to these
Respondents The Appellant therefore pretending that he was
no way responsible for such illegal Acts and the Consequences
they have been attended with was more evasion in the Appellant
as he in his conscience must well know that he was the real
and sole author of all those injuries to these Respondents and of
those particularly Complained of and these Respondents do
maintain that the Oath taken by the Appellant and directed by
the 24th of his present Majesty Chaptain 25 Section the 52 to be
taken by these Respondents Revenue officers should have restrained
him the said Appellant from having any money transactions with
the said Condraigula Juggernaut Row otherwise Juggapah for the
purpose to his own private benifit and advantage and to the
evident and certain injury of these Respondents as the money
Transactions by the said Appellant had with that person did
beyond all doubt Appear and had been proved to have been
And these Respondents did therefore in their said Replication
deny that the several Sums of money

paid by the said Appellant to the said Condraigula Juggernaut Row
otherwise Juggapah were really and Bonafide money lent and paid
for the purpose of enabling the said Condraigula Juggernaut Row
otherwise Juggapah to pay his arrears due to these Respondents
but on the Contrary that the same were only falsely asserted so to have
been by the said Appellant for the purpose of concealing the real illegal
Consideration for which the same were given as evidently
Appeared by the singularity of the amounts of two several Sums
for which the said Condraigula Juggernaut Row otherwise Juggapah
was 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 Appellant averts that he lent the said
Condraigula Juggernaut Row otherwise Juggapah for the express pur
of enabling him to pay off his arrears to these Respondents which
these Respondents said was not probable because the said particular
fractional Sums were not immediately wanting to pay off any
precise Balance by the said Condraigula Juggernaut Row
otherwise Juggapah then owing to these Respondents and it was
Evident therefore that the pretended Loan of these fractional
Sums to the said Condraigula Juggernaut Row otherwise
Juggapah were so made merely with a design to give a Colour of

reality

reality to the pretended Loans of other Sums of money for which it was made appear by the said Appellants Accounts that the said Condraigula Juggernaut Row otherwise Juggapah Borrowed and gave his note for unto the said Appellant and for the real truth and proof of which Contrivance these Respondents said that the said Condraigula Juggernaut Row otherwise Juggapah was made and induced by the said Appellant as Chief of Masulipatam aforesaid and under the influence of being his immediate dependant and Servant not only in publick but in private business to consent to Credit being given him in these Respondents Books kept by the [illegible] 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 aforesaid by him the said Condraigula Juggernaut Row otherwise Juggapah paid about the time of the date of the said notes in Account of the arrears owing by him to these Respondents And further because it was not probable that the said Appellant 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 Appellant knew that the said Condraigula Juggernaut Row otherwise Juggapah did

stand so largely indebted to these Respondents in a Balance which it was his the Appellants immediate duty as Chief to recover and Compell him to pay and it was also improbable that he should so lend him such large Sums of Money while he also pretended that the said Condraigula Juggernaut Row otherwise Juggapah did likewise stand indebted unto him the said Appellant 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 set forth by these Respondents to lead to a Conviction of the truth of the Appellant contriving and conniving at the drawing of the said three Bills of Exchange by and thro the means of the said Condraigula Juggernaut Row otherwise Juggapah altho he well knew that the same nor either of them would not be paid

And these Respondents in their said Replication did also maintain that the said Appellant did receive the Sum of Seventy eight thousand Madras Pagodas in the manner and form by them setforth in their Bill of Complaint And these Respondents said that the reasons given by the Appellant for not bringing to account the Sum of twenty eight thousand Madras Pagodas received by him from Gordonloss for

for the Amount of a Teep procured by the said Condraigula Juggernaut Row otherwise Juggapah payable to him the Defendant in the Exhibit annexed to his said Answer — did not in any manner tend to shew that the said Sum was otherwise accounted for than by payment to the — Appellant And these Respondents said that the said Sum of Twenty eight thousand Madras Pagodas was paid by the said Goderdoss to the Appellant and the Appellant 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 the end of March one — thousand Seven hundred and eighty Seven on his own — private Account did 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 Respondents — And the appellant did not deny and thereby admit the further Charge of these Respondents that he did not during all the aforesaide — time call upon the said Condraigula Juggernaut Row — otherwise Juggapah to pay any part of his arrears due to these Respondents and that no part thereof was during that

period

period brought to their Account as might Appear by the Statement of the Balances due by the said Condraigula Juggernaut Row otherwise Juggapah at the time that the said Appellant was — removed from the Chief of Masulipatam aforesaid —

And these Respondents said that the said transactions did in a great degree affect the Claims of these Respondents upon the said Condraigula Juggernaut Row otherwise Juggapah because the said Sums of money advanced to the said — Appellant by him on his private Account did tend — greatly to lessen the Credit and means of the said — Condraigula Juggernaut otherwise Juggapah to pay his arrears to these Respondents because altho the said Condraigula Juggernaut Row otherwise Juggapah had Credit in the said Account for the several sums of thirty thousand Madras Pagodas for three several Teeps by — Rashavadoss and the Sum of Seventy two thousand two hundred — and Sixty Rupus or twenty thousand Madras Pagodas for a Bill on Benares Drawn by Goderdoss these Respondents said that the said Condraigula Juggernaut Row otherwise Juggapah was also debited for several Sums of Money which did not appear to have been bonafide owing by him to the said Appellant among which was the Sum of thirty three thousand eight hundred and fifty six Current Pagodas for a promissory note in part consideration of the purchase of certain new Consolidated Bonds at Forty per

Cent

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 where known to be worth and negotiable for at the time
the said promissory note was given And these Respondents also said
that the six other notes of hand wherewith the said Condraigula
Juggernaut Row otherwise Juggapah was debited in the said
Account Amounting to Sixty eight thousand Pagodas and upwards
were by no means accounted for or explained which the
Appellant 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 had not undertaken so to do
the Judgment of the said Mayors Court must with Submission
be in favor of these Respondents charge that they were given
upon illegal Considerations and that the increase of the said
Condraigula Juggernaut Row otherwise Juggapahs arrears to
these Respondents and the real Cause of his not being able to
proved for the payment of the three Bills of Exchange in
question was not owing to private or inattention to his the
said Condraigula Juggernaut Row otherwise Juggapahs affairs
as the Appellant avers the same to be but from the large
Sums of money he had paid the Appellant on his private

Account

Account as before shewn and as is plain even by the Appellants
own shewing in the Account annexed to his answer

And these Respondents in their Replication further
more said that it was a mere pretence in the Appellant asserting that he
was equally a sufferer with these Respondents altho these Respondents
did admit that the Appellant did not only institute one Suit in the
said Mayors Court but three several Suits against the said
Condraigula Juggernaut Row otherwise Juggapah for very considerable
Sums of money which the Appellant had sent with circum
But these Respondents did not believe that the several Sums
for which the said Suits were brought were justly due by him
to the Appellant Because the said Condraigula Juggernaut
Row otherwise Juggapah did also institute a Suit against the
Appellant for the recovery of the sum of one Hundred and Eighty
thousand Pagodas and upwards which had also been withdrawn
but upon what Conditions these Respondents were not
informed

And these Respondents did further 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 Juggernaut Row otherwise Juggapah
to the said Appellant were so sent to the Appellant jointly
with his Council And these Respondents had only thought
proper

proper to introduce that Circumstance into their Bills
because the said Orders were antecedent to the Appellants
taking the said three Bills of Exchange from the said
Condraigula Juggernaut Row otherwise Juggapah and
in order to shew the real State of the Credit of the said
Condraigula Juggernaut Row otherwise Juggapah before
and at the time that the Appellant did taken the said
Bills and that the Appellant was well and perfectly
informed thereof and for which reasons these Respondents
said that the introduction of the said matter was material
and the same did affect the present Suit Contrary to
what the Appellant had asserted

And these Respondents did deny what the Appellant had
set forth in his said answer and did aver that the money
transactions had by the Appellant with the said Condraigula
Juggernaut Row otherwise Juggapah were the Cause of his
being so largely in arrears to these Respondents and that the
said Bills of Exchange were not paid these Respondents said
that they could prove that the two several Sums of Fifteen
thousand Madras Pagodas taken out of these Respondents
Treasury by the Appellant for which these Respondents
Cash was Credit as so much paid for the two Bills of
Exchange for fifteen thousand Madras Pagodas each were

never

never paid for the Value of the said Bills of Exchange but the
same were taken by him the Appellant on his private account
and that he did so take the same to pay for the aforesaid
Sepoys procured by the said Condraigula Juggernaut Row
otherwise Juggapah from Cashanadoss for thirty thousand
Pagodas which the said Condraigula Juggernaut Row otherwise
Juggapah thus Discharged himself or on some other account

And these Respondents in their said Replication said
that the Appellant did 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 did not pretend
that the said two Sums or either of them were paid for the
value of the said Bills or either of them It was therefore
clear and evident that the said money transactions of
the said Appellant with the said Condraigula
Juggernaut Row otherwise Juggapah has been the Cause
of his being in arrears to these Respondents and also the
Occasion of the Miscarriage of the said Bills of Exchange

And these Respondents did deny that the Appellant
had fully explained the Circumstances relative to the said
money Transactions or that it could appear from the
pretended explanation thereof given by the Appellant
in his Answer that they could not in any way

diminish

diminish the Fortune or Credit of the said Condraigula
Juggernaut Row otherwise Juggapah on the contrary these
Respondents said that the said Transactions had produced
all the bad Consequences and injuries setforth and Complained
of by these Respondents and these Respondents denied that
the said failure in the said Condraigula Juggernaut Row
otherwise Juggapah did proceed from any other distresses
than such as were brought upon him by the appellant —
And that these Respondents would maintain that there
was no Degree of inconsistency in the mode of stating their
Charge against the Appellant By first setting forth
that it was the duty of the appellant to be well assured
that the drawers and those on whom these Bills were
drawn Should be persons of responsibility —

And Consequently that he the Appellant should be
Responsible for the Payment of the Bills in question upon
the Grounds by them charged — And these Respondents said
that these were not fanciful Grounds of action but real
Cause of Action for recovery and redress for those injuries
the appellant had done them by betraying the trust and
Confidence reposed in him by these Respondents President
and Council and in doing which they had assumed no

authorities

over the Appellant as their Servant but had appealed
to the Laws on which they relied and doubted not to
obtain from them that retributive Justice which was the
object of the present Suit against the Appellant —

And in reply to what the Appellant had observed of one
of the Suits Commenced by him against the said
Condraigula Juggernaut Row otherwise Juggapah for the
recovery of the Balance of upwards of Sixty Nine thousand
Pagodas these Respondents said that the transaction on
which the same was founded was illegal Because it
appeared by the Appellants own shewing and by the Accounts
Current that the same did arise upon the Sale of new
Consolidated Bonds at Forty per Cent discount which
encreased the Value of the said Bonds upwards of twenty five
per Cent more than the Appellant could have sold them
to any other person and by which the Appellant did receive
thirty thousand Pagodas and upwards from the said
Condraigula Juggernaut Row otherwise Juggapah
more than their real Value besides Interest these
Respondents therefore said that as the said Negotiation did take
place as appeared by the said Account on the Fifteenth of
April one thousand seven hundred and eighty six while the
Appellant did Stand eventually appointed to the Chiefship

of

of these Respondents Settlement of Masulipatam — There was every reason to conclude the same being a Corrupt Bargain between the Appellant and the said Condraigula Juggernaut Row otherwise Juggapah which could not be legally justified by the Account referred to by the Appellant in his Answer or by any matter he had urged in favor thereof —

And these Respondents did maintain that the said transaction which the Appellant had thought proper to introduce in his said Answer was one of the primary Causes which led to the deminution of the Credit and impoverishment of the said Condraigula Juggernaut Row otherwise Juggapah and was the beginning of that Chain of Misconduct which was continued through the Term of the Appellants Chiefship and untill he was removed therefrom during all which time these Respondents said that the Appellant was in every respect regardless of his publick duty and mindfull only of his private Interest —

And these Respondents further said that the further justification of the Appellant of his motives for taking the said two Bills of Exchange did not in any Degree tend to weaken the Charge of Responsibility brought against him by these Respondents for the same Because by the Appellants own shewing the three Lacks procured by Condraigula Juggernaut Row otherwise Juggapah from Kashavadoss in favor of the Appellant were not paid at the time they became due that Kashavadoss did then propose Bills upon these Respondents Presidency for the full Amount — and by that means to discharge his pretended Debt to the Appellant — and the Appellant said he agreed thereto because he said it was an accommodation to Government but these Respondents said that as Kashavadoss afterwards declined to draw Bills for the Amount of his said Lacks there was every reason to suppose that he so declined giving Bills for the same probable reason that he declined paying the Amount of these Lacks — Because he had not received any value for the one and was not to receive any Value for the other The Appellant then proceeded to Account for his taking these Bills from Condraigula Juggernaut Row otherwise Juggapah In the following manner Because Kashavadoss declined granting any more Bills on the Presidency at a Batta or Exchange of ten per Cent But that he the said Kashavadoss had entered into terms with the said Condraigula Juggernaut Row otherwise Juggapah to be answerable to him for the full Amount of these Bills or the Amount the said Lacks

Teps for thirty thousand Pagodas If he the said
Condraigula Juggernaut Row otherwise Juggapah would
draw them And the Appellant then stated that upon
the Strength of these assurances from the said
Kashavadoss communicated to him by the said Condraigula
Juggernaut Row otherwise Juggapah he took the said two
Bills of Exchange and paid the said Condraigula Juggernaut
Row otherwise Juggapah at two Different times the full
Amounts of the said two Bills of Exchange making to
gether the Sum of thirty thousand Madras Pagodas the
Amount of the said Kashavadoss three Teps and the
Appellant then upon these premesses asserted that as
far as related to these Respondents the transaction was in
obedience to their Orders for a Speedy remittance But these
Respondents did assert the Contrary because it appeared
that Kashavadoss either could not or would not pay the
amount of these Teps and that he also declined to
Discharge them by giving Bills of Exchange and that
the only means left with the said Appellant to procure
Payment thereof was by accepting from Condraigula
Juggernaut Row otherwise Juggapah the Bill of Exchange
in question in favor of these Respondents President

and

and Council at Fort St. George — And to Discharge the Same
by the Value therein Acknowledged and for the Amount
whereof these Respondents were absolutely debited by the
Appellant as their Cash keeper or treasurer altho no such
Amount was ever paid for the said Bills But was received
by the Appellant in Discharge of a Teps 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 Respondents
Treasury under the Charge and Management of the
Appellant The Appellant was not nor could not therefore
in any sense be justified in taking these money out of
these Respondents Treasury upon the Ground of having
given the said Condraigula Juggernaut Row otherwise
Juggapah Credit for the Amount of the said Teps 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 Juggernaut Row
otherwise Juggapah to pay the said Bills of Exchange
taken by the Appellant on these Respondents Account
And which it was the duty of the Appellant to know
and see that he was possessed of as without which

he

he must have ben sensible that the said Condraigula
Juggernaut Row otherwise Juggapah could not have it in his
power to provide for the payment of the said Bills of Exchange
these Respondents therefore said that According to the
Appellants own narrative of the said Transactions and from
his own Shewing thereby had Negotiated a Debt pretended
to be owing to him by a Person on his private Account
which he was not able to pay by transfering the said Debt
of the said Person to these Respondents Account and
taking the Amount thereof from these Respondents
Treasury and which these Respondents said the Appellant
could not otherwise have effected but as having the Care
and management of these Respondents Cash and being
the keeper of their Accounts of Receipts and Disbursents at
Masulipatam aforesaid

And these Respondents in their said Replication
did deny that the said two Bills of Exchange one procured
to be drawn by the said Condraigula Juggernaut Row
otherwise Juggapah in the name of Callendee Vencatarama
-razue and the other by the said Condraigula Juggernaut
Row otherwise Juggapah would have ben received
remitted and paid for in like manner as had

taken

taken place had or had not the Appellant ben Chief
of Masulipatam nor could the Appellant 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 Appellant said
that these Respondents could not reasonably expect
that Bills could have ben obtained in any other
Manner than by paying the amount thereof to the
persons from whom the said Bill were had these
Respondents said that it was one of their Charges
against the Appellant that he did not pay any
Value for the Bills of Exchange the Amount whereof
did 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 Appellant observed
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 Collendee

Vencatarama

Vencatarama Raujee on Causenadone Vencapah the
Circumstances of which Bill altho very particularly charged
and very extraordinary in their nature the Appellant had
not any way cleared up or answered unto — And these
Respondents said that the Circumstances of the said Bill
being returned not accepted was the Occasion that the
Council became informed of the said Bill and the
Appellant 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
Appellant did himself on this Occasion 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 Appellant
informed the Council also by note which he sent in circulation
that the said Condraigula Juggernaut Row otherwise
Juggapah thro whose means this Bill had been obtained
and Baupiah who drew the same in the name of the said
Callinder Vencataramah Raujee had Consented to the
moneys remaining in these Respondents Treasury till
advice should have been received of its acceptance And these
Respondents said that it appear extraordinary that
the

the Appellant 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 Calinda Vencatarama Raujee without his
knowledge by the aforenamed Baupiah — And these Respondents
said that the Original Grounds upon which the said Bill
was procured by the said Condraigula Juggernaut Row
otherwise Juggapah and the purposes to be answered thereby
being illegal the Acceptance thereafter procured to be put
to the said Bill thro the means of the said Appellant and
the said Condraigula Juggernaut Row otherwise Juggapah
did not in the least justify the Appellant in taking from
out of their Treasury the Sum of Fifteen thousand Madras
Pagodas the amount of the said Bill under pretence that
advice had been received of its Acceptance Because these
Respondents said that the whole Transaction was one continued
deceit and imposition on these Respondents President and
Council at the Presidency and on their Council at
Masulipatam And these Respondents said that notwithstanding
the said Appellants 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

should be received It did not appear that any return or deposit of this money was ever made in these Respondents Treasury as the Appellants Communication to his Council seems to imply And which would have been the Case if this had been a fair negotiation between the Appellant and the said Bauptiah and Condraigula Juggernaut Row otherwise Juggapah

And these Respondents further said that it was no legal Justification of the Appellant that the persons on whom the said Bill were drawn were men who had some former occasions discharged Bills drawn on them

And these Respondents said that the Appellants had reason to suppose that these Bills would not be discharge

And the Appellant did 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 Respondents did maintain and aver that the said Condraigula Juggernaut Row otherwise Juggapah was Dubash or head Servant to the Appellant During the time that he was Chief of these Respondents said Settlement of Masulipatam and that he was intrusted by the Appellant not only with his the Appellants private Concerns but that the Appellant did also intrust and Confide to his Care the management of these Respondents publick Concerns

And these Respondents admitted that the said Condraigula Juggernaut Row otherwise Juggapah was these Respondents Interpreter at Masulipatam aforesaid but they denied that the Offices which he the said Condraigula Juggernaut 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 Respondents Denied that it would be the duty of the said Condraigula Juggernaut Row otherwise Juggapah further than as he might consider the same as being the private Servant of the Appellant to report to the Appellant as soon as he received the same And these Respondents did deny that they had any publick Servant Appointed by them to receive their Tributes and Rents or to be their Cash Keeper except the Appellants himself who was alone answerable to them for the same and for every part thereof and not the said Condraigula Juggernaut Row otherwise Juggapah or any other person or persons whatever

whatever — And in Reply to that part of the
Appellants answer wherein he said that he denied that
the said Condraigula Juggernaut 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 Juggernaut Row otherwise Juggapah
privatly and without the smallest knowledge or concurrence
of the Appellant at several different times from different
people and without the least knowledge consent concurrence
or Approbation of the Appellant Appropriated to their own
private use and account of the said Condraigula
Juggernaut 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 actully received and appropriated by the said
Condraigula Juggernaut Row otherwise Juggapah
two three four and five months previous to the date

of

of the Bill of Exchange alluded to by these Respondents in
their Bill these Respondents said that the said Condraigula
Juggernaut Row otherwise Juggapah had no authority under
Colour of any office whatever deputed to him by these Respondents
President and Council or any other publick authority
whatever to receive the said Sum from their Tributaries and
Renters and did insist the said Condraigula Juggernaut
Row otherwise Juggapah could not receive the said Money
without the knowledge of the Appellant 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 Pagodas four fanams and
Seventy seven Cash from these Respondents Tributaries and
Renters

And as the Appellant had also asserted that as he
knew nothing of the moneys being received that he could
not of course grant Receipts for the Amount These
Respondents said that the Appellant did give Receipts for
the said money which he would not have done if he
had not know any thing of the said money having been
received and that he was not conscious that he was
responsible for it — And these Respondents did
maintains that the said Receipts for the said money

were

were so given by the Appellant at the express demand and
application of the said Zemindars or Renters at the time of
the Appellant being about to quit his Chiefship of Masulipatam
And these Respondents said that the Appellant had at different
times given different Accounts of the Rece of this Money
and of the transaction of the Bill of Exchange taken from
the said Condrayula Juggernaut Row otherwise Juggapah
for the same For the Appellant in a Report made by him to these
Respondents President Major General Sir Archibald Campbell
Baronet on the thirteenth day of June one thousand Seven
hundred and Eighty seven of the Bills of Exchange remitted
by him to these Respondents Presidency during his Chiefship
of Masulipatam Discribes the said Bill to have been
taken by him not on Account of money received from the
Different Zemindars or Renters by the said Condrayula
Juggernaut Row otherwise Juggapah three four and five
months before the Acceptance of the said Bill — But
speaking of the said Bill he expressed himself in the
following manner —

The Letter for Forty six thousand Seven hundred
and forty five Pagodas meaning the aforesaid Bill of
Exchange for Madras Pagodas Forty three thousand two
hundred and Eighty three 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 Nuerafsey &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 Nuerasy
to Venkatarayloo in his life time / this Venkatarayloo
had 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 favor of Government Here is then a Collateral
Security to the Company for the Amount of this Bill
for if Juggapah does not Discharge it the demand
holds good upon the Zemindars who are not exempted from
Paying the the same as Stipulated in their Cabaliats by
the Acceptance of Juggapahs Bill

By this Report the Appellant seems to
Desire it should Appear that upon his making
a demand on the Zemindars in part for Nuerasey &c
that they refused paying it alledging for reason
that

that they had paid this part of the Chiefs Demand of Meurafsey
to Vencataraylor who was the uncle of Condraigula Juggernaut
Row otherwise Juggapah and who as these Respondents setforth
in their said Application in his life time did receive certain Fees from
the Zemindars and Renters in part of these Respondents
Districts of Masulipatam as head Seristadar or Accountant
of these Respondents Revenues therein called Meurafsey which
allowance had been Discontinued by these Respondents agents
since his Death altho irregular Payments of Certain Sums
in lieu thereof had been made to the said Condraigula
Juggernaut Row otherwise Juggapah at different times
since but which have been for some time past totally
disallowed by these Respondents President and Council
and that these Zemindars on whom these Demands had been
made required that they should be exempted therefrom and that
Condraigula Juggernaut Row otherwise Juggapah should be
called upon to make them good to these Respondents which
representations of the Zemindars induced the Appellant as he
would make it appear to take a Bill of Exchange for the
Amount Demanded from the Zemindars from Condraigula
Juggernaut Row otherwise Juggapah and to give them
Credit for this Amount as so much Received from them

And

And to debit these Respondents for the Amount of this
Bill as so much received from these Zemindars as in
payment of this Demand of Meurafsey which they
absolutely refused to pay — These Respondents in reply
thereto prayed to observe that there was an incorrectness and
inconsistency in this part of the report of the said Bill by the
Appellant and advocation so strong from the Causes given
in his Answer as having influenced him to take the said
Bill of Exchange that these Respondents could not leave
the same without particularly taking notice thereof in
order that the Court might determine what Credit was
to be given to that or the other parts of the Appellants
Answer —

And these Respondents in order to shew, that the receipts
given by the said Appellant 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 Appellant
had declared the same to have been given shewed 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 Appellant on these Respondents

Account

Account they prayed to annex unto their said Replication Copies of the said Receipts one whereof was for the Sum of Five thousand nine Hundred and nine Madras Pagodas and nine fanams to Rajah Row Comara Mahapilly Row Behauder Zemindar of Pettapore expressed to be on Account of Current Jammabundy — 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 was acknowledged to be received from Rajah Venkata Narsima Apparow Bahauder Zemindar of Venjeda 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 Vegea Gopaldoo for Gotalah the Sum of Five thousand two hundred and Eighty Six Madras Pagodas thirty one fanams and Sixty One Cash on Account of Current Jammabundy — One to Reddy Vegea Gopauldoo for Gotalah the Sum of three thousand one Hundred and fifty one Madras Pagodas and twenty fanams

fanams on Account of last years Jammabandy One to Mandapatty Raganut Rauze Zemindar of Coromah for the Sum of two thousand and Seven hundred Madras Pagodas on Account of Current Jammabundy One to Reddy Mungapatty doo Zemindar of Palavaram the Sum of Eight thousand one Hundred and Seventy Seven Madras Pagodas Twenty four fanams and Seventy five Cash on Account of Current Jummabundy — One to Reddy Naresemaloo for two thousand Madras Pagodas on Account of Current Jammabundy making together the Sum of Forty four thousand three hundred and Eighty three Madras Pagodas seven fanams and Seventy Seven Cash And these Respondents Shewed that the Sum of One hundred and One hundred Madras Pagodas was on or about the day aforesaid paid unto their Treasury and the remainder was the Amount of the aforesaid Bill of Forty three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy Seven Cash which was undeniably taken by the Appellant in lieu or in payment of so much of these Respondents money for which he had given Receipts and whereby he

Discharged

Discharged their Debtors the said Zemindars in manner
by them Stated in their Bill of Complaint —

And these Respondents said that the said Bill of
Exchange was delivered by the said Appellant on the Eleventh
day of June one thousand Seven Hundred and Eighty Seven —
to Mr. James Hodges with other papers at the time of his
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 remark than what was Contained in his minute
the Last Paragraph of which was as follows 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 five fanams and thirty five Cash a Bill in
favor of the Governor in Council for 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 was 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 which
Seven

Seven Cash which I now deliver over to Mr. Hodges together
with the Charge of the Settlement —

And these Respondents shewed that this Bill for
forty three thousand two Hundred and Eighty three —
Madras Pagodas four fanams and Seventy Seven Cash
was entered in the said Cash Accounts of the Eleventh
day of June delivered in by the Appellant as aforesaid
to have been received for Cash paid out of these —
Respondents Treasury the day before —

And these Respondents said that as the said
Appellant gave the Council no information of the said
Bill of Exchange than what was contained in his said
Minute and in the Cash Accounts whereby it appeared
he had paid Value for the same they could not Suppose
that the said Bill was involved in the intricacies it
then Appeared to have been — and no Circumstances
can prove in a Clearer manner that it had been —
the Sole Duty and Office of the Appellant 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

To

of Exchange and the Balance of Cash belonging to these Respondents which there could be no necessity for if the said Bill had bin taken by the Consent and Concurrence of the Counsil as if they had bin Treasurers of these Respondents Cash and Keepers of their Cash Accounts jointly with the Appellant as Chief.

And these Respondents said that the Appellant could not be admitted to Discharge himself from his Responsibility to these Respondents 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 Appellant during his Chiefship or by the said James Hodges having in Consequence of such delivery transmitted the said Bill to these Respondents Presidency after the Appellants removal against which these Respondents said he could not make any objection as he received the same and the Balance of these Respondents Cash and Cash Account from the Appellant at his removal from the Office of Chief and in discharge of these particular duties which were incidental to it and in Confidence that the said Bill had bin Bonafide taken and the Value thereof paid according to the Assurance of the said Appellants contained in the Entries of these Respondents Accounts of the same having been a real Cash Transaction — And these Respondents said that it was not a Cash incumbent on them to investigate and develope the intricacies of the said Appellant and the said Condraigula Juggernaut Row otherwise Juggapah in their Transactions during the time of the Appellants Chiefship at Masulipatam but they said it was the duty of the Appellant to clear up the same which they Denied that he had in any instance done throughout his Answer and they did maintain that the charges laid against the Appellants for misfeasance and breach of duty in his Office in the several instances by them alledged in their said Bill were just and true — And these Respondents said that the Letter annexed unto the Appellants Answer as from the said Condraigula Juggernaut Row otherwise Juggapah did not shew that the Appellants was not Responsible for the Bills in question or any of them — Because the said Letter might as well have bin written to answer particular purposes as that the said Condraigula Juggernaut Row otherwise Juggapah was instigated to draw the said Bills for particular purposes as declared and Charged by these Respondents and particulary as it Appeared that the said Letter was

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 Appellant was still at Masulipatam
But these Respondents said as the Appellant had
annexed a Copy of a Translation of the said Letter they
these Respondents also prayed to annex Copy of a
Translation of another Letter from the said Condraigula
Juggernaut Row otherwise Juggapah to his Vakeel the
said Chelacalapoody Setturamiah at Madras under date
of the thirteenth day of July One thousand Seven
hundred and Eighty seven — and which shewed that
a Demand of means from the Appellant had been
before that time been made from him at Madras in order
to enable the said Condraigula Juggernaut Row
otherwise Juggapahs 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

the 13 Months I since Mr. Floyers Arrival I have been
deprived of the Satisfaction of either having good repose
or Subsisting or eating Belly full Rice — Inspite of all the troubles
I under went I have reason to think that Mr. Floyer
intints to ruin me concerning the advances which were
made to him It is impossible to avert the Event which
should inviolably happen by the will of Heaven — and
I do not see any measure or Stratagum 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
particulars of these Translations as well as the Receipts
and Disbursments of mine would undoubtedly be required
you will point out to Mr. Floyer the Dangerous
Consequinces which may insue in Case this affair
Should come to the publick and desire him to pay the
50000 Pagodas otherwise a great Controversy shall happen —
Therefore you will require him to pay the money as soon as
possible otherwise I must put an end to my life about
which I doubt not but that the Company will enter into
an Investigation It is more good to settle the matter before
any dispute shall happen you will intimate all these
Circumstances to him privately and get the affair

accomplished

Accomplished —

A True Translation as near as can by from the Original Gentoo Language

(Signed) Ranganadum
Interpreter —

And these Respondents in their said Replication further Denied that the Appellant had fully or truely explained the manner in which the said Bill was received by him — And these Respondents said that altho the said — " Condraugula Juggernaut Row otherwise Juggapah might for several years have been in the Custom of drawing Bills of Exchange in favor these Respondents Presidency upon — the same person — These Respondents did deny what the Appellant had said that they had all been duely paid except those referred to because there was a Balance — " of two other Bills drawn by the said Condraugula — " Juggernaut Row otherwise Juggapah During the — " Appellants Chufship Amounting to seventeen thousand — and five hundred Madras Pagodas remaining unpaid which the Appellant well knew And altho all other Bills except the three which compose part of these Respondents demand Amounting to Seventy three thousand two hundred and Eighty three Madras Pagodas four fanams and Seventy seven Cash had been paid the Appellant was not by that — "

Circumstance exempted from that legal responsibility he now stands bound in to these Respondents for his misconduct and — misfeasance in taking the said Bills in the manner he did

And these Respondents said that they had shewn Sufficiently and hoped in due time fully to prove if the same shall be necessary that the said Condraugula Juggernaut Row otherwise Juggapah was somuch involved in part of Finance as was setforth by them in their said Bill by the large Sums of Money the Appellant had received from him on his own private Account — And by the large Claims the Appellant pretended further more to have upon him and also from the large Arrear he stood indebted to these Respondent that the Appellant was on all these Accounts culpable in having taken from him the said Bills of Exchange as they tended to involve him further in difficulties and — distresses without in the last enabling him towards paying off his Debts to these Respondents and these Respondents did — maintain that his the said Condraugula Juggernaut Row — " otherwise Juggapahs 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 Bill than the Appellant and who also there was no possibility of believing would have taken them had it not been for the Opportunity offered thereby of serving

his

his private Interest as these Respondents did not admit that the Bill of Exchange taken by the Appellant from the said Condraigula Juggernaut Row otherwise Juggapah when he was about to leave Masulipatam could come under the descriptions of a Bonafide Transaction and of coarse that no Risk was incurred thereby.

And these Respondents did maintain that the State of Arrears due by the said Condraigula Juggernaut Row otherwise Juggapah was as was setforth by him in the Exhibit N.º 3 annexed to these Respondents Bill of Complaint.

And these Respondents said that the Account annexed unto the Appellants answer as a Statement of Accounts between the said Condraigula Juggernaut Row otherwise Juggapah up to the thirtieth day of April 1797 and whereto the Appellant had referred as a justification of the said Condraigula Juggernaut Row otherwise Juggapah's Conduct and Responsibility is very wrongly stated and was as these Respondents said they could prove and as they have proved supported and maintained by the Appellant the better to answer his own private Views than for the benefit and Interest of these Respondents and these Respondents further more said that besides the Exception to the said Account

Acknowledg

Acknowledged by the Appellant of Twenty thousand Madras Pagodas for Nuzafsey which charge the Appellant allowed the said Condraigula Juggernaut Row otherwise Juggapah to make in Opposition to the injunctions of the Board of Revenue whose directions he was bound to follow. The Appellant did also allow him to alter his Rest by creating himself for a less Sum than was then due whereby these Respondents were credited in the Sum of Twelve thousand eight hundred and twenty Madras Pagodas less than was actually due to them by the said Condraigula Juggernaut Row otherwise Juggapah and the said Account was in other Respects Difficient and not a true State of his Arrears to these Respondents.

And these Respondents said that the Appellant had very improperly undertaken to Support the Credit of the said Condraigula Juggernaut Row otherwise Juggapah upon Grounds which he knew were not tolerated by these Respondents Government and which were by no means relievant of the matters in question.

And these Respondents also did deny that the Letter and Statement Copy of which was annexed to the Appellants Answer as being of the said Condraigula Juggernaut Row otherwise Juggapah were in any

Degree

Degree 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 did entirely contradict other Accounts given by the said Appellant of the said money — And these Respondents said that it was unreasonable in the Appellant to assert that the same shewed in what manner the said Condraigula Juggonaut Row otherwise Juggapah was satisfied for the Amount of the said Bills of Exchange because it Appeared from the said Statment that the Appellant so much relies on that the several Sums of Money therein mentioned were said to have been disbursed by him the said Condraigula Juggonaut Row otherwise Juggapah on Account of the Appellant — And these Respondents said that whether the said Money was received by the said Condraigula Juggonaut Row otherwise Juggapah or not or whether the same was applied to the said Condraigula Juggonaut Row otherwise Juggapahs own use or to the Appellants use — The Appellant was never the less responsible to these Respondents for the

Same

same, Because of the Case was as was stated by the said Appellant in his Answer without paying attention to the other different Accounts of this Matter given by him it would Appear that the Appellant would be understood that he came to a knowledge just at his being about to leave Masulipatam and never before that the said Condraigula Juggonaut 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 Appellant thereupon to Accommodate the said Condraigula Juggonaut Row otherwise Juggapah accepted of a Bill of Exchange for the Sum of forty three thousand two hundred and Eighty three Madras Pagodas ~~Pagodas~~ four fanams and Seventy Seven Cash by the Appellant charged to have been taken by the said Condraigula Juggonaut Row otherwise Juggapah of these Respondents Money in favor of these Respondents Presidency and gave Credit in these Respondents Cash Accounts 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

Accounts adjust these Respondents were debited for the like Amount received from the Zemindars who were named in the said Statement of Accounts annexed to the Appellants Answer and which Zemindars the Appellants did Discharge from the said Sum by giving unto them the several Receipts beforementioned — whereby it was evident that the Appellant whether he had or not received the said Money, was content to become responsible for the event of the Bill which he pretended was given in payment of it — And these Respondents said that the Appellant could not by the Duty he owed to these Respondents be justified in Stating this Money as having been issued out these Respondents Treasury for the said Bill when in fact According to his own shewing it was taken from a Defaulter to cover his defficiency of an equal Sum — And these Respondents therefore said that thir must have been some improper concealment of the Nature of this Transaction intended by the Appellant and that the Appellant must have had some private interest in the Concealment thereof otherwise it was obvious that the Appellant would of Course have been led to state the Circumstances of the said Transactions on the records in order to procure the Opinion of his Council on a Case so unprecedented but on the Contrary no information was gain to the Council by the said Appellant and the Bill was delivered over in Council to the Appellants Succesors under the disguis of a Simple Cash Transaction and these Respondents said that as the Appellant was in the Charge of the Receipts of the Rents and Revenues of these Respondents Districts of Masulipatam and also the Keeper of their Cash or Treasury the said Condraigula Juggernaut 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 under the Authority of the Appellant the said Condraigula Juggernaut Row otherwise Juggapah not being invested with any Appointment of that nature by these Respondents Presidency or by the Chief and Council at Masulipatam and that the only Offici he held under them was that of Interpreter It was evident therefore that the said Condraigula Juggernaut Row otherwise Juggapah in receiving these Respondents Rents and Revenues acted only as the Servant of the Appellant whose private Servant or Dubash he was also — The Appellant therefore must be and was upon the Grounds of every legal

or

or Equitable Construction Answerable for the Amount of this Bill of Exchange which he took to Cover 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 Respondents said that it was absurd in the Appellant to urge that as this Bill was not paid by the said Condraigula Suggemaul Aswothawa Juggapah the Demand for the Amount of it still held good upon the Zemendars because the Appellant in his Answer said that they had paid it — And his Receipts as Chief to them was for money actually paid by them and was therefore an effectually and legal Bar against any future Demand that might be made on them on the same Amount which was fully proved at the hearing —

And these Respondents said that the restraints the Appellant pretends to have been laid on him by these Respondents President and Council not to transmit any Bills that did not bear an Exchange of ten per Cent between the Madras and Star Pagodas was also no excuse or extenuation of the Act of the Appellant taking the Bills of Exchange for the Amount whereof he was charged — And the Appellant in that instance shewed a pretended Attention to these Respondents President and Councils Instructions which he was very disobedient and negligent of in matters of more real Importance —

And these Respondents for further Replication said that the Appellant did wrongfully and deceitfully take and receive the said three Bills of Exchange and that he knew and had Reason to believe that they would not either of them be paid and Discharged as was Evident upon the Grounds and Consideration on which the same were severally taken And these Respondents did also aver that the said Appellant did receive benefit and Advantage to the full Amount thereof for which these Respondents have been damnified and injured — And these Respondents did maintain the Charge of misfeasance and breach of Trust alledged in their said Bill — And these Respondents denied that the said two Bills of Exchange for fifteen thousand Madras Pagodas each were accepted by the Appellant and his Council or that his said Council did know any matter or thing of the taking

Of

of the said Bills of Exchange or either of them untill after the same were taken and Accepted by the Appellant 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 Respondents did 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 Appellant said was for a Debt due by Condraigula Juggernaut Row otherwise Juggapah for Sums he had Clandestinely received from Certain Zemindars and Renters was or could be accepted and taken for the Sole intent and purpose of aiding the resources of these Respondents Presidency — Because if that had been the intention of the Appellant he would rather have procured the said Bill towards the discharge of the said Condraigula Juggernaut Row otherwise Juggapahs arrears to these Respondents instead of the Considiration for which he did or pretended to have taken it — And these Respondents said that the Appellant did in his Consdience well know that he had been guilty of the Misfeasance

and

and breach of trust wherewith he had been Charged by these Respondents notwithstanding what he then pretended that his Conduct proceeded from zealous and laudable motives — And these Respondents said that the Appellant did also with the further View of succeeding in his said misfeasance and breach of Trust endeavour as much as in him be after his arrival at the Presidency of these Respondents to keep concealed from them the real State of insolvency in which the said Condraigula Juggernaut 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 Respondents Chief at Masulipatam aforesaid And these Respondents therefore Shewed that altho the Appellant knew that the said Condraigula Juggernaut Row otherwise Juggapah was indebted to them in so large an Arrear — And that the Appellant also pretended that the said Condraigula Juggernaut Row otherwise Juggapah was also largely indebted to him on his private Account — And that the Bills of Exchange in Question were not paid and that the Appellant know that they would not be paid — And that the Appellant knew as

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he then pretended that the said Condrayulu Juggernaut Row otherwise Juggapah had been guilty of Clandestinely receiving large Sums of Money belonging to these Respondents and of Appropriating them to his own use The Appellant did nevertheless take upon himself to recommend this person as deserving of the farther Confidence of these Respondents President and Council by Letter Addressed by the said Appellant 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 Juggernaut Row the Zeal Deligence and Attention which he has unremitting by manifested through out the whole of the Public Transactions with the Zemindars and others have greatly facilitated my Measures in the Accomplishment of a permanent and Advantageous Settlement for the Company — Common Justice requires this testimony 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 Nellapillie and Andravedee was little more than 8000 Current Pagodas and for his fourth and last Kist of his Cowle for the first mentioned Farms which became due on the 1st. of June the Board of Revenue had Consented to indulge him until the end of that Month for the discharge thereof which by a Reference to the General Books of that Settlement will be found to be a much smaller Balance than was ever before due on those Farms at the time of the year — I believe he is further indebted for Three Kists of the new Settlement for Charmahall on the 25th. of May last to the Amount of about 10,000 Current Pagodas"

And these Respondents in their said Replication further said that at the same time that at the time the Appellant was as aforesaid thus practising on the Confidence and good faith which these Respondents President and Council had in the said Appellant

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He the said Appellant was also Temporizing with the said Condraigula Juggernaut Row otherwise Juggapah a person who in his Answer to exculpate himself he exhibited in the most Deliguent Colours by inducing him to believe that he was Supporting his Credit with these Respondents Government by Assurances that he had made on his behalf of the Certainty of the Bills in question being paid as might Appear by an Extract from a Letter addressed by the Appellant to the said Condraigula Juggernaut Row otherwise Juggapah under the date of the Twelfth day of July aforesaid thereunto annexed to Wit

The Bills you have Drawn upon Settaramiah here payable to the Governor and Council having been returned to Masulipatam with Orders to the Chief and Council to recive the Amount from you there because Settaramiah says he has not recived any Money of Bills from Masulipatam to enable him to pay off those Bills here at which the Governor 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 your 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 recive the amount, and the Governor was pleased and satisfied with this Assurance that I gave him so you must by all means pray them off immediately and then the Governor will be very glad and will continue to shew you much favour

And these Respondents in their said Replication prayed to observe that the Conduct of the Appellant by these two Exhibits did strongly Contradict what he had setforth in his Answer as by these Exhibits it Appeared that the greatest friendship and good understanding did subsist between the Appellant and the said Condraigula Juggernaut Row otherwise Juggapah after his removal from Masulipatam as Chief and that the Appellant did also with thereby to impress these Respondents Government with a belief that he the said Condraigula Juggernaut Row otherwise Juggapah was deserving of their favor and protection and it also Appeared that by means of these favorable Representations he made of the said Condraigula Juggernaut Row otherwise Juggapah he wished to induce these Respondents President and Governor to delay an Exact payment of the said Bills and thereby continue

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in the mind of the said Condraigula Juggunaud Row Likewise Juggapah the Idea of the former Defundence he was before under to him the Appellant as Chief of Masulipatam from a Shew of the influence he had at the Presidency to suspend the Demands they then thought they had upon him with the Design and hope Certainly that the fulwenquiry he apprehended there would be in to the whole of the Transactions of the said Bills of Exchange and of the other matter now alledged against him might by these means be Delayed During the Residence of the Appellant in India and it was publickly known that the Appellant was at the time about to leave India in order to take his departure for Europe — And therefore these Respondents said that the Appellant 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 Respondents Cash Account with the Amounts thereof to the Amount of Seventy three thousand two hundred and eighty three Madras Pagodas four fanams and

Seventy

Seventy seven Cash and Interest thereon — And these Respondents did maintain that the Appellant was also indebted unto them in the further Sum of Nine thousand Six hundred and fifty two Madras Pagodas one fanam and fifteen Cash and Interest thereon as by these Respondents had shewn that the Appellant did retain and keep back which ought to have been brought into these Respondents Treasury as so much received from the said Vachavy Juggapilly Rauze by the said Appellant — And therefore that they these Respondents were further Damnified and injured and by the misfeasance and breach of Trust reposed in the Appellant and had 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 Respondents had Charged the said Sum to have been received by the said Appellant —

And these Respondents did maintain that the Appellant was justly and truly indebted unto them in the manner and from by them Charged and alledged in their said Bill and did then stand justly and truly indebted unto them thereon in the full and just Sum of one Hundred and two thousand and twenty eight Star Pagodas

twenty

twenty fanams and Seventy Seven Cash

And these Respondents said that the matters and things contained in their said Bill of Complaint were altogether Relievable in the said Mayors Court without that any matter or thing in the said Appellants Answer contained Material or effectual in the Law to be replied unto confessed or avoid traversed or Denied was true

To which Replication the Appellant did on or about the fourth day of August One thousand Seven hundred and Eighty nine file his Rejoinder wherein he said that he was not indebted unto these Respondents either in the Sum of One hundred and two thousand and twenty Pagodas twenty eight fanams and Sixty two Cash or any other Sum whatever and the appellant Denied that these Respondents had sustained any Damage whatever by any Misfeasance or breach of Trust of the Appellant And the Appellant further said and insisted that the said Bills of Exchange not having been protested agreeably to the Custom of Merchants and the Law of the Land These Respondents have no right to apply to the Appellant to make good the Payment thereof the act of protesting being requisite and necessary whenever any Bill of Exchange was not paid upon becoming due This being a regular Notice to the Drawers Indorsors and also others concerned to warn them of the failure of the person on whom the Bill was Drawn to perform his Engagement and therefore giving them Notice to secure themselves in the best manner that they might be able since they are then by the words of the Protest become liable to pay the same but where the holder of the Bills did not think necessary to Protest the Law Supposes he means to take the risk upon himself and therefore he did not Declare to the World by a formal Protest that he holds the Indorsers and others liable to him for the Amount agreable to the Doctrine of Protest upon Ships and other Cases in which if the Party neglected to ascertain his particular Situation by a formal Protest the Law of Course Supposes he did not mean to drive any advantage from such his Situation and did not Accordingly grant them that Protection to which had he protested he might lawfully have been entitled to so that the Appellant thereupon erroneously insisted that the said Bills of Exchange not being formally Protested agreeably to the Law Merchants in

in such Cases established the want thereof was a good and sufficient Bar to the present Action of these Respondents and could not then be Supplied by any Asertion or other charge whatever to the Contrary — And the Appellant for further Rejoinder said and insisted that not withstanding any thing alledged to the Contrary by these Respondents in their said Replication concerning any Custom by them used of not Protesting Bills of Exchange remitted to these Respondents Presidencies from their Subordinate factories yet this Custom if such existed which the Appellant did by no means admit could only prove to the said Mayors Court that it had not been the Custom for these Respondents to Consider the persons taking such Bills being constantly their own Servants and Representatives liable for any deficiency in the Payment thereof but if at any time these Respondents should think proper to vary this Custom in one particular and Charge their Servants with any Deficiency that might arise in the payment of the Bills of Exchange they happen to take and resort to Law to inforce them to make good that deficiency there could be no Doubt but the relative Situation of these Respondents and their Servants and every Custom and Usage founded thereon as the Appellant pretended totally Ceased and that these Respondents were as he pretended driven to prove that they have in every respect Complied with the Rules the Law in such Cases Prescribed before they could entitle themselves to the benefit of that remedy the Law affords these Respondents as the Appellant pretended he Conceived were as much in this Respect to be Considered as Merchants as the lowest Individual of that Description and that therefore they should not be admitted to say that they or any of their Representatives were not bound by the Law of Merchants which respecting Bills of Exchange he pretended was clearly and precisely as ertained as well in India as in Europe and by that it was universally Declared by all trading Nations and People were Bills of Exchange are known that in Case of non Payment they must be protested and returned as soon as Conveniently might be to the Persons from whom they were received and the Appellant for further Rejoinder said that neither did these Respondents Protest the said three Bills of Exchange as they ought by Law to have done in order to have Charged the Appellant with the Amount thereof nor did they return the said Bills as soon

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as by Law they ought to have done but they kept the same without protesting for a Considerable space of time as the Appellant had before shewn in his Answer and in the mean time the Appellant falsely asserted that one of the Drawers of the said Bills of Exchange Departed this Life and his Estate became Insolvent as he would in due time prove so that it was not only directly contrary to the Law of Merchants to charge the Appellant as he pretends with the Amount thereof but also directly contrary to Equity and Justice and therefore the Appellant pretends he was well and fully entitled to plead the want of such Protest in Bar to the said Action so far as the same was founded on the non payment of the said Bills of Exchange and the Appellant did again plead the same in Bar thereto and prayed that he might be Dismissed with his reasonable Costs in that behalf most wrongfully sustained And the Appellant pretended by no means waving his said Pleas but fully relying thereupon for further Rejoinder to the said Replication said that he admitted that as Chief of these Respondents said Council of the Subordinate Settlement or Factory of Masulipatam it was his duty to be these

Respondents

Respondents Cash Keeper and Treasurer for that district but he did not by any means admit that he executed this duty independently of these Respondents other Members of Council of their said factory of Masulipatam on the Contrary the Appellant erroniously said and insisted and such was well known to be the General usage and Custom of these Respondents Service in all their Subordinate factories through out India that the Chief was merely the Instrument to receive under the Controul and immediate Direction of the Council to whom from time to time he constantly reported the receipts and Issues of all money received and disbursed and at the end of every Month he delivered into Council a regular Cash Account of all Transactions of that month and a Balance stated of all such Sums of Money as might be remaining in his hands and this Account as stated it was their duty and Constant practice minutely to examine and Investigation and either Approve or disapprove as they might see Occasion but their Account once passed and the Balance allowed to be right all Responsibility for that month must of Course be at an end with the Chief individually and became vested

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as by Law they ought to have done but they kept the same without protesting for a Considerable space of time as the Appellant had before shewn in his Answer and in the mean time the Appellant falsely asserted that one of the Drawers of the said Bills of Exchange Departed this Life and his Estate became Insolvent as he would in due time prove so that it was not only directly contrary to the Law of Merchants to charge the Appellant as he pretends with the Amount thereof but also directly contrary to Equity and Justice and therefore the Appellant pretends he was well and fully intitled to plead the want of such Protest in Bar to the said Action so far as the same was founded on the non payment of the said Bills of Exchange and the Appellant did again plead the same in Bar thereto and prayed that he might be Dismissed with his reasonable Costs in that behalf most wrongfully sustained — And the Appellant pretended by no means waving his said Pleas but fully relying thereupon for further Rejoinder to the said Replication said that he admitted that as Chief of these Respondents said Council of the Subordinate Settlement or Factory of Masulipatam it was his duty to be these Respondents Cash Keeper and Treasurer for that district but he did not by any means admit that he executed this duty independently of these Respondents other Members of Council of their said factory of Masulipatam on the Contrary the Appellant erroneously said and insisted and such was well known to be the General usage and Custom of these Respondents Service in all their Subordinate factories through out India that the Chief was merely the Instrument to receive under the Controul and immediate Direction of the Council to whom from time to time he constantly reported the receipts and Issues of all money received and disbursed and at the end of every Month he delivered into Council a regular Cash Account of all Transactions of that month and a Balance stated of all such Sums of Money as might be remaining in his hands and this Account as stated it was their duty and Constant practice minutely to examine and Investigation and either approve or disapprove as they might see Occasion but their Account once passed and the Balance allowed to be right all Responsibility for that month must of Course beat an end with the Chief individually and be came vested in -

in the Members of Council at Large who the Appellant pretended by this act of examining and approving each respective Cash Account made their own and virtually acknowledged that they received the several Sums of Money therein Credited and that they paid the Several Sums of Money therein debited and that the Balance of the Account was remaining in their hands and the Appellant said 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 these Respondents Council who in such their Capacities constantly approved of the same and Consequently acquitted the Appellant of all personal Responsibility and took the same upon themselves at large and if these Respondents conceived that there had been any Mismanagement thereof which however the Appellant pretends that he did by no means admit they ought not to have proceeded for the Recovery of it from the Appellant alone but from all the Members of Council of Masulipatam And the

Appellant for further Rejoinder said and pretended to insist as in his Answer he had already that it Certainly was his unremitting object 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 Replicants Treasury there and in Support of this assertion the Appellant presumed to say that it was not irregular to state to the said Mayors Court the Remittances he actually made in the Month of June One thousand Seven hundred and eighty six in the manner he had 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 the said Court that he had not been so undeserving a Servant of these Respondents or so in attentive to their Interest as these Respondents Bill of Complaint intimated he had Solemnly affirmed in his Answer which he pretends tho' not Sworn to was attested by his own Signature that it was his unremitting object to give every pecuniary Assistance in his power the Appellant said that these Respondents in their Replication have denied it

and

and the best possible proof that can be adduced to prove it was surely without a doubt a Statement of the Remittances actually made and the Appellant for further Rejoinder pretended 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 Requisition of these Respondents President and Council at Fort St George to furnish them with speedy Supplies of Cash and which from his Present 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 Appellant as he pretended and as the Contrary is proved in delivering in this Minute as it did not in any shape whatever in large the Authority he before possessed — It was his province as Chief he admits 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

Remittances whether by Bill or otherwise were invariably Submitted previously to their being Sent this had been the Constant practice of these Respondents Chief at their said Factory at Masulipatam and with this long established practice did the Appellant as he pretends invariably Comply he took no Bills he made no remittance he disbursed no Money as he pretended without the individuall Consent and Approbation of each respective Member of these Respondents Counsel and when the Bills or other Remittances were agreed on by their Counsel then and not till then were the same Transmitted to the president in Council at Fort St George enclosed in Letter particularly Describing the Remittance sent and these Letters were always perused examined and Subscribed with the Respective Signatures of each Member of the Council And the Appellant pretended that as he did in this his Minute presume to ask for any Power he did not before possess these Respondents were not founded in charging him with an attempt to obtain such powers and as in fact he did not exercise any other Powers than such as all his Predecessors had ever before exercised by the very nature of their Appointment and with the

Approbation

Approbation of these Respondents President in Council of Fort St. George the Appellant ought not presumed to be say to be Charged with having committed any illegal acts or with incurring thereby any Responsibility since the Authority he exercised was neither deligated by the Council or assumed by himself but was part of that Authority he became immediatly vested with by his very Appointment to the Chiefship of Masulipatam And the Appellant for further Rejoinder did therefore erroneously say and insist that he the Appellant 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 the Appellant also erroneously insisted that the said Minute of the Appellant 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 Member of these Respondents Council as they ever had been in any former Chiefship and which these Respondents the presumed to say did 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 involved the Concurrence Consent and acceptance of the Members of the Council and therefore the Appellant falsely asserts that these Respondents contradicted themselves by the very words of their Application — and the Appellant for further Rejoinder said that it Appeared unnecessary to him again so often to repeat merely what he had thrice before stated as well as in his Answer but in order to pursue the words of the Replication and meet every possible Charge that could be brought against him of any indirect view whatever being intended by the said Minute he undertook to deny that he solicited or used any means whatever to induce the said Council to deligate to him any Power whatever which he did not before possess and therefore any such Solicitation or the use of any other means on his part to procure such deligation and any such deligation on their part must be altogether useless but he acknowledged 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 called upon these Respondents to declare whether their affairs did not them stand in need of it and whether he was not best answering the purpose of his Mission to Masulipatam by such representations which the Appellant insisted was the only fact the said Minute was formed for and the only object intended to be obtained by it And the Appellant for further rejoinder said and Insisted that the fact was as he had 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 that they must have a more perfect and intimate knowledge of the Credit respectability of the persons who granted Bills of Exchange on Account of these Respondents than the Appellant could possibly pretend to have from his short residence there and the Appellant said and insisted that they really had the Contrary of which was fully proved at the hearing and the Appellant pretended to deny that he did procure the sole Power of taking Bills of Exchange or did procure or assume or were exercise during his Chiefship but such as had been always inherent in the Appointment and had been Constantly exercised by all his Predecessors the Contrary of which was fully and at large proved at the hearing and the Appellant for further Rejoinder Denied that the Bills taken were any of them either drawn or procured to be drawn by any Dubash or Confidential Servant of the Appellant these Bills as well as the other remittances that had been drawn as the Appellant falsely pretends did of course pass thro' the Hands of these Respondents Natives Interpreter & or Dubash who was their Servant and employed and paid by them and was not by any means in the service or Employment of the Appellant as he pretended and the Appellant said that he could have no reason nor had the other members of Council any reason to Suspect they would not be paid as he pretends 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 that these Respondents President in Council at Fort St George had approved of their being taken and the Appellant erroneously Denied that the said Juggapah Puntolou was so much in arrear with these Respondents as they have stated in their Bill of Complaint but the balance really due to them was stated in the Appellant answer but the Appellant presumes to say that allowing that he was as much in arrear as these Respondents charged yet that could be no Sufficient reason

as

as he pretends for his not taking the Bills of Exchange
and as the Appellant justly observed 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 these Respondents Account at Masulipatam
to be delivered to them at Fort St George he had repeatedly
performed this trust before with punctuality and
Exactness and there was no reason to doubt the
Appellants boldly asserted his doing it then and he did
it so for the Appellant pretended that all the Bills
were regularly Accepted by which the persons he pretended
they were drawn on engaged to pay them and the
Appellant for further Rejoinder pretended that as the
Minute of the Appellant of the thirtieth of June one
thousand seven hundred and eighty six was by these
Respondents own acknowledgement best explained by the
Subsequent Acts of the Appellant and as those Acts were
to be the Commintary to clear up any doubts on the
Test the appellant presumed he might fairly refer to
the many and Large Remittances that were made
During his Chiefship to these Respondents President
in Council of Fort St George and ask instead of proving
if

if these remittances were not fully explanatory of his
Intentions he might he pretends also call to these
Respondents Remembrance that no new Powers were
either acted assumed Delegated or exercised by him the
Appellant in Consequence of this Minute and he might
recur to the words of the Minute itself which proposed
to accept of such Bills of Exchange only with the
Approbation of the Members of the Council and without
such Approbation he never did in fact as he falsely
asserts accept of any — and the Appellant further
insisted the Letter N.1. Annexed to the Appellants
Answer was as much addressed to the other Members of the
Council as to him the Appellant 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
these Respondents the Appellant pretended could
wer do away If the procurement of the Bills to be remitted
did by virtue of his Appointment in the first place belong
to the Appellant he pretended every subsequent act
Attending them belonged equally so to the Council they
either concurred in their procurement or might dissent

from

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 & which did not in fact in any Event take place as he pretended without the Concurrent Individual acceptance approbation and deliberative act of such Members 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 St. George which were also Signed by their respective Signatures and are now remaining of record here to both which the Appellant prayed leave to refer as the best possible proof he could adduce & of which he then insisted on And the Appellant for further rejoinder said and insisted that as these Respondents had brought their Bill of Complaint and founded their Action at Law upon the non payment of certain Bills of Exchange the amount of which they seek to recover from him the Appellant they must allege and prove that they have not only received these Bills of Exchange from the Appellant alone but they must also prove as he pretended that they used all possible Deligence to recover the amount thereof from the Acceptors that on failing therein that they regularly procured the Bills to be protested and that they did with all possible Diligence return these Bills of Exchange so protested to the place from whence they were received And the Appellant said that he had not been guilty of any Mesfeasance whatever in taking the said Bills or otherwise however and if even there had been any Mesfeasance therein he still charged that it was incumbent on these Respondents to go thro the regular Steps that are requisite as he pretended on those Occasions and to lose no time in returning them on their not being paid as he said it was incumbent on these Respondents to endeavor to enforce the payment from the person on whom they were Drawn and who had Accepted them at Madras or by returning them immediatly they might have enabled their Servants to recover the Money from the drawers at Masulipatam and because they have not used any Means to recover the money themselves or returned the Bills in time to enable them to be recovered to conclude for that reason that the Bills cannot be recovered and Charged the Appellant alone with the amount only for happening

to

to be as the Appellant would insinuate one of the Council by whom they were taken and the Appellant erroneously did say and insisted as in his answer he had already fully explained and insisted on that the Bills were purchased and the purchase Money regularly paid exactly in the same Manner as all the other Bills were paid for in Consequence of the Council having Determined to accept the said Bills which these Respondents the Appellant asserts Acknowledged expressly in the Replication was the regular Course of all Bills being received and the Appellant saith that he agreed with these Respondents that the Council did Deliberately determine to accept the said Bills and then the Appellant pretended the Amount thereof was paid to their respective Drawers as by these Respondents Cash Account with the Factory passed and Approved by the Council whose peculiar duty it was to examine and pass the same would regularly appear — And the Appellant for further rejoinder said that although he was as Chief the receiver and Accountant of the Cash of the said Factory he pretended he was so merely as the first and the executive Member of the Council under their Controul and at all times subject to their Inspection and he had already he pretended stated in as plain and full a manner as he was able in what manner his Accounts and receipts were examined and passed by the Council so that it was altogether impossible for him to pay any money without their permission but he admit that the Council not at all times Setting it has been the Constant duty of the Chiefs to act for them when they did not set in expediting such Publick Business as might occur in the Intervals and these Transactions are constantly reported at the next meeting and one principal object of every meeting was to enquire what had been done in the Interval and either to approve or disapprove of what had passed It was easy for these Respondents he pretended to repeat their Surmises that he had not faithfully Accounted to them for all the monies he had received but mere Surmises he pretended without adducing any proof he trusted would not prevail against him and he defied them to prove in a single Instance that he had not faithfully Accounted to them for every Pagoda he had received and the fact he again insisted really

was

was that he had always done so But this the Appellant did not prove at the hearing and the appellant said he did not think it could be of any weight or consequence to the Cause in question whether the Balance owing from the said Juggapah to these Respondents was in Conformity to the Account stated by the Appellant or that of these Respondents it being a matter of Opinion merely which had not been then and was not yet Settled and adjusted between the said Juggapah and these Respondents the Appellant also falsely said that the said Juggapah was often in much greater Arrears in other Chiefships then he was in during the Appellants Chiefship or at the close of it — and he said further that many former renters of the same Country have been in much greater Arrears than the said Juggapah at present owed such Arrears have now been paid or at least but a very small part thereof to these Respondents so that even allowing the arrears to be as great as these Respondents charged there was as he pretended nothing new or extraordinary in the matter and no reason whatever could make the Appellant more responsible for it that his

Predecessors and the Appellant further said that it was well known the said Juggapah had been long in attentive to his affairs and from the Diversions and disputes in his family he had too much Neglected all his own Concerns in attending theirs and the Appellant did again erroneously insist 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 these Respondents and he also falsely insisted that their records would shew the same and the Appellant pretended that he did often in the most pressing Terms make Demands of the said Juggapah on Account of these Respondents and the said Juggapah did from time to time make considerable Payments tho the Appellants and the other Members of Council to these Respondents as would appear by their own records and the Appellant also falsely insisted that a Considerable part of what these Respondents Claimed being disputed by the said Juggapah who only allowed the Balance stated by the Appellant in his answer to be really due to them the Liquidation of that Balance did not depend upon any Demands the Appellant could

make but must be settled between the said
Juggapah and these Respondents themselves and
these Disputed Sums being deducted from the
Balance due it would Appear as the Appellant
erroniously asserted that the Arrears really allowed to
be due by the said Juggapah and which alone the
Appellant pretended he and his Council could in
Justice and Equity urge the Payment of without
a reference to the Governor in Council did not exceed
the Sum of Five Thousand Pagodas and the
Appellant further said that by the express direction of
these Respondents President in Council at Fort St. George
addressed to their Chief and Council at Madraspatnam as
well as by Vertue of the Appointments they severally held
it was not the Individual duty of the appellant but the
Joint and individual duty of the whole Council together
to Demand the Debts of the said Juggapah and
therfore if any responsibility was incurred which the
Appellant denied it must be incurred by the Council
at Large and not by the Appellant who was only
a Single member thereof and tho he was at the head
of the Board he was not thereby vested with any
distinct Power but he pretended he had merely a Single
Voice and that voice might be silenced by the Negatives of
a majority of
the other Members and the Appellant again falsely insisted
that he never did inter in to any Money Transactions with
the said Juggapah to the Appellants own private benefit
and advantage and to the Evident and Certain Injury
of these Respondents and the Appellant did falsely
say that the several Sums of money charged to have been
paid by the Appellant to the said Juggapah were
really and bonafide Money Lent and paid for the
purpose of enabling the said Juggapah to pay the arrears
Due to these Respondents and not otherwise or in any
other manner whatsoever and the Appellant said
further pretending that it was a strange Kind of
Argument these Respondents made use of respecting
the Singularity of the Sums charged to be Lent to
the said Juggapah for they said that the singularity
of the sum was intended to make the Transaction
appear fair and regular and yet they said this very
Singularity made them appear not fair and regular
so that if what they said be true the Appellant
had fixed as was really the Case upon these
particular Sums for the very purpose of proving

that

that the Transaction was not regular and the Appellant said and insisted that however Singular the Sum might Appear it was proved by an Account Annexed to the Appellants Answer and stated between the said Juggapah and the Appellant that the said Several Sums of money were really advanced and Lent by the Appellant to said Juggapah and he would in due time fully prove to the entire Satisfaction of the said Mayors Court which the Appellant hath not done that every Item of the said Account was truly and bonafide paid and received as was therein stated and the Appellant pretended that the same also appeared evident by the signature of the said Juggapah thereto But the Appellant did not pretend to charge that the very Sum for which he gave his Notes of Hand were all exactly paid by the said Juggapah to these Respondents but he again said that the principal part was And the Appellant for further Rejoinder pretended that he really did not understand what these Respondents wished to intimate by stating that he exercised any improper influence to induce to said Juggapah to allow a Credit to be given him The Appellant said that he presumed that if he really paid the Money it was right he should have Credit for it and if he did not it was certainly a very uncommon mode of exerting the Influence he was charged with possessing to persuade the said Juggapah to allow a Credit to be given him for money he had not paid And as to the Probability of the Appellant Lending him the said Sum of money that surely was as the Appellant pretended no Argument against a plain fact acknowledged by the Person who was most interested to disavow it and which would as the Appellant said be thereafter also appear to be proved by other Sufficient Evidence which these Respondents say hath not yet appeared It was also observable the appellant insinuated that this Money was Lent him for the purpose of Lessening those Arrears which so Embarrassed his Circumstances and therefore the Arguments drawn from his Embarrassments as the Appellant pretended lost much of its weight and was a Strong proof that the Appellant as he pretended had not so bad an opinion of his Circumstances as these Respondents wish to intimate and that as he had Lent him such Considerable Sums himself he had that Confidence in him as to belive himself justified in Taking the

Bills

Bills of Exchange from him on Account of these
Respondents and the more so as the former Bills he had
granted on the same person at Madras had been
punctually honored and the Appellant for further
Rejoinder did say and pretended he in his said Answer
had Already fully explained and as he pretended had
before fully proved upon the Investigation instituted
by these Respondents President in Council at
Fort St George that the Amount of the Sep received by
the Appellant from Gundardoss was really and bonafide
paid and advanced by the Appellant out of his own
proper pocket and no part whatever thereof was
received by the Appellant but in Repayment of money
really and Truly Lent and advanced before by him
which Surely the Appellant pretends was Totally
foreign and could have no manner of Connection with
the present Cause of action which these Respondents
as he says Acknowledge to be founded upon the
non payment of those Bills of Exchange of which
they Seek to enforce the payment from the
Appellant and the Appellant for further Rejoinder
pretended to insinuate that these Respondents have
either grosly Miscomprehended or mistated the purport of
the Appellants Answer in saying that the Appellant
thereby admitted that no Payments were made by the
said Juggapah During the Appellants Chiefship to
these Respondents these Respondent the Appellant
saith surely must have overlooked the Account of
the said Juggapah with these Respondents annexed
to the Appellants Answer whereby it Appeared that
the Balance really allowed to be due was very
inconsiderable and that the Payments from time to
time made by the said Juggapah to these Respondents
were very considerable and Amounted by these Respondents
own shewing in the Extract N.3 annexed to their Bill
of Complaint to the Sum of One hundred and twenty
nine thousand Pagodas from the Month of May
one thousand Seven hundred and Eighty Six to the
Month of June one thousand Seven hundred and
eighty seven and which Sum of money was much
greater as the Appellant would in due time prove
from these Respondents own records then ever was
before collected from the Renters of the same District
or an average of former Periods whatever and therefore

the

the whole of the Charge against the Appellant as he pretends for Allowing the said Juggapah to be in so much Arrears was in fact Totally groundless and unsupported and it could not be expected as the Appellant pretended he had before insisted that any Solicitations or Demands of his or of the Council who were joined with him in this Commission could have any avail in establishing rights that were not allowed to be just and in recovering Debts that were Declared to have no Existence — And the Appellant absolutely Denied that any transactions he ever had with the said Juggapah could ever in any manner affect these Respondents and as to the Several Sums of money stated in his Account Annexed to the appellants Answer the Appellant said he had already insisted that the same were all charged for Money or other full Value given really and bonafide by the appellant to the said Juggapah as he would hereafter fully but hath not at all proved and he the appellant falsely Denied 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

Money and that in the mean time the Interest was to be Calculated at the rate of Eight per Cent instead of the legal Interest of Twelve per Cent per annum than fifty Pagodas for every one hundred Pagodas a Deduction which Considering the present respectable footing their Payment was placed an under the sanction of the British Legislature as well as of these Respondents they would not it was presumed pretend to say was unreasonable And the Appellant did falsely aver that he did not by any means Consider the Bargain any way profitable to him or his fortune bettered by the Transactions but as he was Determined to return to Europe it was his only motive for parting with this Concern and he insisted he did not receive any more for it than what to a Native and Resident in India it was reasonably worth considering that the sale was made upon Credit and the Appellant did insist that he had been a sufferer by the said Juggapah as would 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 was fully refuted by

the

the Appellant as he pretended in his answer thereunto filed in the said Mayors Court and remaining of Record among its proceedings whereby the Appellant saith that he clearly Evinces that the Balance charged in his Original Bill of Complaint was really and Truly due from the said Juggapat to him the Appellant — And the Appellant further pretended that as these Respondents admitted that that their directions were to the Appellant and the other Members of Council jointly to urge the said Juggapat to Discharge his arrears it followed of Course that they also admit that if any person was to be Claimed and any responsibility incurred from not pursuing their Directions or Taking afterwards the Bills in Question it could not be the Appellant alone who was become responsible but all the members of Council jointly And the Appellant did presume to Deny that the said several Sums of Money or any or either of them mentioned and referred to by the these Respondents in their said Replication were not fully already explained and Accounted for in the Appellants Answer and he beged leave to refer thereto for the same And the Appellant further pretended that he had already fully explained and he trusted to the satisfaction of the said Mayors Court the Terms of the purchase and Sale of the said Consolidated Bonds and he insisted 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 as he pretends therein than that of Disposing of and realizing at a fair and reasonable Price a Considerable part of his Property which as he wished to return to Europe he was unwilling to leave behind and he insisted he could readily prove that the Bargain was a fair and reasonable one and that the price he received was not more than they were reasonably worth which the Appellant hath not Done but these Respondents have fully proved the Contrary at the hearing and this was so much the fact and the Appellant pretended his Intentions respecting the said Transactions were so fair and Honorable that the Truth really was that the

appellant

the Appellant as he pretended in his answer thereunto
filid in the said Mayors Court and remaining of
Record among its proceedings whereby the
Appellant saith that he clearly Evinces that the
Balance charged

[illegible] the Appellant further pretended that the real and true state of
the transaction respecting the said Bills of Exchange was
fully explained already in his answer and need not be
repeated and he insisted that the same was a real fair
and honest Negotiation ~~on which~~ in which these
Respondents he pretended were not any away affected or
the fortune or Credit of the said Juggapah in any
manner impaired and the Appellant falsely insisted
that the said Juggapah did really and truly receive
the full Value of the said two Bills of Exchange of
Fifteen thousand Pagodas each and this pretended
fact he says could not be done away by any
misrepresentation or arguments however Laboured or
ingenious or by involving the fact as these Respondents
he saith seemed desirous of Doing with transactions
which are Totally foreign to it the Appellant

Answer and he beged leave to refer thereto for
And the Appellant further pretended
fully explained and he for the Bills he
the not in issue yet the appellant
said he did as in his Answer he had already
said he would in due time fully prove the same to the
Satisfaction of the said Mayors Court which these
Respondents say the Appellant hath not in any sense
Done and the Appellant pretended to deny that he or any
body for him were did take money of these Respondents
out of their treasury and apply it to his own private
Account as the Appellant pretended was most untruly
Suggested by these Respondents but which the Appellant
Defid them to prove and again repeated and insisted
that he ever had faithfully and honestly accounted
for every Pagoda he ever received on their Account as
would appear by their records and Proceedings and would
also thereafter fully Appear which the Appellant hath
not in any manner proved or Accounted for in Evidence
or otherwise And the Appellant pretended that as
the said two Bills of Fifteen thousand Pagodas each
were regularly received Approved and accepted by the

Council

Council of these Respondents at Masulipatam in the same manner as all the other Bills wen the Appellant pretends he was warranted in supposing it very probable that they would have been taken in the same manner as they have been — whether the appellant had been the Chief there not the acts of receiving approving and accepting of all Bills having always rested in the Counsil at large and being therefore not solely under the management and direction of the Chief who he pretended could not take any Bills without the full Concurrence of the Majority of the Council And the Appellant again said and insisted that these Respondents 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 of the same and he falsely insisted that the same was in fact constantly paid to the respective Drawers thereof previous to their being received as it was natural to suppose must be the Case and as all Bills must by Law declare upon the face of them — And the Appellant pretended that these Respondents did most untruly assert that the Bill of Exchange Drawn Banjiah was not known of by these Respondents Council untill its being returned as it was well known that it Could not be Transmitted in any other Manner than thro them — and the Appellant pretended that he had fully spoken to every material Circumstance respecting this as well as the two other Bills of Exchange in his said Answer and the Appellant also pretended that it must be obvious to every one that if there had been any Circumstance respecting the said Bills which Appellant might wish to conceal the Appellant pretends that instead of being solicitous to have it returned would have been so to have it suppressed and his Exertion to have the Bill put upon Sicure footing by retaining the money till the Bill had been honored with that Acceptance for the want of which it had been returned the Appellant pretends was surely as good away as he could well adopt, and if he had been informed by the Drawer that the Bill would be accepted when returned it was he pretends surely his duty to report this to the other Members of Council that they might determine whether it would be returned or not and the Appellant admitted that had the Amount been paid to the Drawer upon any pretended advice of the Bills being accepted which are the words

these

these Respondents made use of the certainly should have done wrong but when the Bill was really accepted as was well known to have bun the case and the Persons drawn on thereby became liable to pay the Amount the appellant pretends surely the Council were then justified in ordering the amount to be paid as he was acting under them in obeying their orders this assertion is disproved by Evidence and there could not be any objection made to the acceptance and the appellant pretended that the only possible Question that need be answered was whether it was binding upon the person on whom it was drawn if it was it must certainly be legal and he pretends these Respondents would not pretend to say that the person who had accepted it was not bound to pay it — and in regard to the money being Detained in the Treasury and not ipso the appellant falsely saith that it was detained and not issued till after advice was received at Masulipatam of the Bills being accepted at Madras And the Appellant said he must say and insisted that Bills of the same nature and with the same names having bun before regularly paid was he pretended Surely a probable Ground of belief that the present would

would be also paid and therefore a Justification of the Council Acceptance of those, and the Appellant insinuated in the most direct terms that he did not know that the Bills would not be paid and that these Respondents did by no means take such measures as they ought to have Done to procure the Payment either by endeavoring 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 these Respondents President in Council at Fort St George as the appellant saith kept the Bills for a Considerable time without protesting and when they did return them the drawers of the first Bill was he pretends dead and his Estate said to be Involvent which generally was the Case on the Death of a nature from the fraudulent and mercenary Views of their representatives who wish to retain in their own hands all the Property that the deceased died possessed of so that there was upon this groundless assertion of the Appellant a Manifest Loss and neglect on the part of these Respondents President in Council at Fort St George by which if there was a Loss it had been altogether occasioned and not by any fault or neglect

of

of the Appellant or the other Members of Council at Masulipatam — and the Appellant also pretended that the said Juggapah being admitted to be the Interpreter or Dubash of these Respondents and longen the Execution of that Trust at Masulipatam it followed of Course that all Communication and Payments from the Natives must be made thro him, But the Appellant admitted that jointly with the Counsil and as the first Executive Member of that Board he had the Custody of these Respondents Cash but the Appellant said and insisted and he pretended indeed it must be obvious from the Nature of the thing itself that merely the Keeping of the Cash under the Controul of the said Council could not prevent the said Juggapah from receiving any 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 the Appellant or of any other of all the Members of Council to prevent it, it was sufficient for them and indeed he pretended all these Respondents could expect that they did Account and give Credit in the Cash Account of these Respondents for whatever Sums of Money they actually did receive for Account of these Respondents and the Appellant pretended that as he the Appellant 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 was he falsely asserts that as he never did Employ any Person whatever as he pretended he surely could not be Considered under that Discription by his granting Orders upon him for the Payment of his House Expence and other Occasional Disbursments as appeared in their Account Current and more particularly the Appellant pretended as during the whole time of his Chiefship the said Juggapah continued Constantly indebted to the Appellant he therefore did not employ him otherwise than as these Respondents publick Dubash or Interpreter which it was well known he exercised long before the Appellants Appointment to Masulipatam and Just in the same manner as the said

said Juggapah exercised this Appointment in
time of the Appellants Predecessors did he exercise
in his time and not otherwise on any unpaid sha
And the Appellant pretended that he had fu
fully Explained as he Conceived in what manner
said Juggapah might receive Sums of money
Amount that the Native Secretaries might th
proper to pay him and which the Appellant
any of the Council could not at the time have
the last Suspicion of until the pretend
the money required a receipt and if then the
was for the Coming it might never have
known at all at what time it has been rec
by the said Juggapah — And the Appellant
pretended that this was really the case in the pa
Instance and that the said Sum of Forty Thr
Thousand two hundred and Eighty Three Madras
four fanams and Seventy Seven Cash was
received in this manner by the said Juggapah
the Appellants Smallest knowledge or Consent
Several different times from Different Perso
without any knowledge Consent or application

Appellant and the Appellant also said and insisted as
in his Answer he had 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 Bills of Exchange, Alluded to by these Respondents,
and the Appellant further pretended that being entirely
ignorant
of any such Sums having been received by Juggapah
and it having been the Constant Custom as well of
the Appellant as of his Predecessors in the Chiefship
to grant their own Receipts on Account of these
Respondents for all such Payments as are made into
their treasury and the Zemindars and Renters well
knowing thereof and that no other Document, as the
Appellant Admits was sufficient for their discharge
But these Receipts of the Chiefs and in the Case in
question of the Appellant he pretended that 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

the hands of Juggapah without having obtained the Chiefs Receipts for the Same as usual it would be Cruel unjust illegal to hold the Appellant he pretended or the Council at Masulipatam Responsible for money thus Collusively said to have been Received by the said Juggapah and the Appellant pretended that in regard to the receipts Copies whereof are annexed to these Respondents Replication and prayed to be as part thereof it Appeared upon Inspection that they all bear the same Date being the tenth day of June One Thousand Seven hundred and Eighty Six and the Appellant Admitted that upon the Arrival of the Orders for the Appellants 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 the appellant 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

Amount in favor of the Presidency at Fort St George, for the Payment of which he would take care to provide Suffecunt funds before the Bills should be come due much surprised at this Communication the Appellant pretended that he Declared his strong disapprobation of Juggapah having thus Disposed of the Money he had received on Account of these Respondents and therefore he pretended that he 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 the Appellant to Solicit he would grant these Receipts, informing the Appellant 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 the Appellant pretended that then perceiving that there was no alternative that the Money was not for the Coming 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 have

Nothing

nothing the Appellant falsely Asserts that he thought it proper to Consult with Mr Scot, these Respondents Secretary to their Council at Masulipatam, on the step to be taken, and that Mr Scot being inclined 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 Inspection of Mr Scot in these Respondents Cash Accounts that is to say first the Account Current was debited for the Amount of the Bill of Exchange and the several heads of Zemindars from whom Juggapat had Received the Money was Credited agreable to the Receipts, and the Appellant further said that these Cash Accounts with their Entries together with the said Bill of Exchange and balance of Cash were handed over immediately after that is to say in Little more than one hour by the Appellant as he acknowledged upon his giving over the Chiefship to James Hodges the Senior Councellor and then to be the Acting Chief and Counal without minute of the Appellant upon the occasion to which he desired leave to refer, the Appellant then

said, that immediately after the said Acting Chief and Counal adjourned from the house where the Appellant lived being the Company's Garden House to the House of the said Mr Hodges, and there sat in Counal and proceeded upon business and the Appellant said that the Cash Accounts with the entries as well as the Bill of Exchange being before them and Mr Scott 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 Transaction, and either accepting the Bill or not as they thought most advisable, and as they thought proper to accept the Bill without any minute or remark thereon this Appellant thereupon thought he was fully Justified in having granted the receipts refered to as it Appeared to him as well as to Mr Scot, these Respondents Secretary that it was the best thing could be done as matters then stood and no objection was afterwards made there to by the Succeeding Chief and Counal while the Appellant was present at Masulipatam and the matter he pretended if it had not with their Disapprobation might have been

been rectified And the Appellant further pretended that the Extract of the Letter alluded to by Respondents was written in so loose a manner and spoke of so Different a Sum of Money that on seeing the whole Letter it was not easy to make out what it referred to and all that the Appellant pretended he could say about the transaction was that the Particulars of it as stated then by him and as he pretended state more particularly in the Appellants Answer was the real and true statement of the case and the Appellant further pretended that it Appeared from the said Letter, what was very true that these Respondents had as large a Credit given them in their Account Current Fort Saint George as they were Debited, and if Juggapats Bills should not be discharged from any Contumacy or improper behaviour of his, the Demand would still hold Good upon the Zemindars so that these Respondents he pretended could not be injured thereby and the Appellant falsely asserted that the giving of Receipts and accepting the Bills of Exchange was

not done privately but with the Concurrence and Approbation of the new Chief and the other Member of Council who after due Deliberation Accepted the said Bill and transmitted it in a regular offecial Letter Signed by them respectively and the fact also was that the Bill was duly accepted upon being presented and the Appellant pretended would have been recovered from the Person who accepted it but the President and Council Fort St George pursued the proper Measures for that purpose And the Appellant further said and insisted that these Bill was duely handed over to the new Chief in the same manner as every other Bill was and the Entry made in the same manner as every other Bill was tendered, the Account of Fort St 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 the Appellant as he pretended and the Cash Accounts Containing these entries were Delivered over to the acting Chief and Council by the Appellant at the same time that he

he handed over the Balance of Cash — And the appellant said that by the very Nature of the Bill the said Juggapat was responsible for the Amount of the said Bill of Exchange and therefore the Appellant very indecently untruly asserted, that 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 the Appellant had before done till advice had been received of its being Accepted or if it 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 about it, but on the contrary he pretended to Justify himself by saying, that the Chief in Council approved and Accepted of it, and remitted it immediately to the Presidency as had been before noticed and the Appellant further pretended that the manner that the Bill and Cash was delivered over by the Appellant to his successor was perfectly regular and the same as had ever been pursued — And the Appellant said that his delivering over of the said Bill and

Cash

Cash Could be no proof of any thing but a Charge of the Chiefship from one person to another, and the former Chief who gave up, and the Successor who received it, with the Concurrence and under the Controul of the other members of Council, in whom were the real Efficacious power and Government jointly placed and not in the Chief or any Individual Member whatever, and this was a fact so well known to every Civilian in these Respondents service, and was so interwoven in the Constitution of all their Subordinate Dependencies, the Appellant pretended, that it was needless to say any thing more about it and the Appellant said 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

had been taken it could in all probability have been paid. he pretended that he had fully exculpated himself from any Charge that could be brought against him respecting the said Bill and the Appellant for further Rejoinder pretended that it was the business of these Respondents to bring home and prove in some clear and Connected manner the Charge they thought proper to institute Against the Appellant, he Declared himself Innocent and insisted that he had truely stated every Circumstance as far as he know respecting the transactions spoken of in these Respondents Bills of Complaint, and it laid upon them to prove that he had misstated them, which he pretended to say, he was Confident they Could not do, but which hath been fully proved by them at the hearing and must not therefore the Appellant pretended shelter themselves under any pretended Suggestions of Intricacies, which these Respondents Could not develope, which they seem Desirous of doing as the Appellant saith by the expressions and tenor of their Replication and the Appellant further said and insisted that respecting the

Letter

Letter on which these Respondents seem to lay so much Stress it was well known that the said Juggapah in order to pacify his Creditors as well as these Respondents did give out and pretend that the Appellant was Considerably indebted to him and the Letter inserted by these Respondents in their Replication was not the only Instance of the extravagant Claims kept up Against the Appellant but as all those Claims have been already brought before the said Mayors Court, and a full Answer Appeared to them upon their Records whereby it was as the Appellant falsely Asserted clearly shewn that the Appellant was not indebted to the said Juggapah but that on the Contrary the said Juggapah was considerably indebted to him the Appellant might safely refer thereto as a full reply to any such Suggestions — And the Appellant pretended, that however much the said Juggapah might be involved or his Circumstances embarrassed the Appellant pretended he was no way the occasion of either creating or increasing any of them and therefore was no way Accountable for them and if the fact

had

had ben otherwise, he pretended it was owing principally to the said Juggapah himself, that the Appellant was Accountable and his pretensions upon the Appellant he pretended were clearly Done away by his withdrawing the Suit abovementioned after the Appellant pretended he had Answered thereto, and the Appellant further said that he knew and admitted that these Respondents and the said Juggapah Differ greatly about what was Due from him to these Respondents and the Appellant did not pretend to say, who was in the right but the Statement he had annexed to his answer in the manner in which the said Juggapah made the Account to be and therefore he was Justified in what he before advanced, that the arrears Charged by these Respondents 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 payment of these arrears till they were acknowledged to be owing and the Appellant further said that these Respondents reasoning to prove that whether the Appellant received the Money, or whether the said Juggapah Received it yet that

Still

Still the Appellant was Responsible because he accepted of the Bill, was begging the Question for the Appellant he falsely Denied that he did Accept of the Bill, and said and insisted that his succesor and the Council approved of accepted and remitted the Bill and therefore According to these Respondents own Argument the Appellant said he was not responsible — And the Appellant further pretended that it was impossible from the nature of the thing itself or the manner of keeping these Respondents Accounts at the said Factory that the Entries could have been made in any other manner than as they were but the Appellant pretended 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 it and therefore the Appellant pretended surely approved of and Confirmed what had been done and the Appellant pretended further, that he did not by any means know or ever had he the least suspicion that the Bills of Exchange or any or either of them

would

Accepted was in some Measures a Justification of their being would not be paid their being taken, as it Certainly added to the Security and if the Acceptors were responsible men it was he pretended surely obvious that it effectually prevented any ultimate loss to these Respondents but the Appellant pretended to remind these Respondents of a Circumstance which they seem at all times Desirous to forget, and that was that the taking those Bills was not on Account of the appellant alone but of others jointly with him and therefore if the taking them had incurred any responsibility they Certainly ought to have been made — a — Parties to the Bill, and as to their Receiving — it from the said Juggapah on Account of his — Arrears as these Respondents seem to wish it was 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 was due and therefore to Charge the Appellant — as he pretended with a Misfeasance and breach of Trust and a want of Zeal for these Respondents Interest with other harch Expressions on Account of his not Doing what he could not do, could not he pretended — Surely be supported as the Appellant pretended he humbly presumed either by Law or Reason and the — Appellant pretended further that the Extract from the Letter of the Appellant which these Respondents have — thought proper to insert in their Replication, did not as he pretended by any means warrant the suggestion of these Respondents that it was written with a view to mislead them — It was well known to have been along 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 the — Appellant being about to quit his Chiefship the said Juggapah of Course applied to him to say — some thing to his Honorable Employers in his favor this the Appellant saith he could not well — refuse, as some part of his Conduct had been — Certainly very laudable and productive of considerable advantages to these Respondents and it was very observable,

observable that of those parts only the Letter speaks and not of the state of his finances of which there was not the least mention and the appellant therefore pretended that it was altogether a misrepresentation of the said Letter to state it in the manner these Respondents 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 these Respondents 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 these Respondents many advantageous Settlements with the Zemindars which they would not otherwise probably have so easily obtained — and therefore as the Letter said it was but common justice to say so and the Appellant also said that it was equally misrepresenting the other Letter of the Appellant of which these Respondents has inserted an Extract in these Respondents Replication to call it temporising with the said Juggapah the purport of the Letter was merely informing him that his Bills had been returned and an admonition to him to take care that they should be paid so that he pretended surely these two Letters were not by any means inconsistent 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 the appellant for further Rejoinder said that one thing was very obvious that if the said Juggapah had any right to claim or expect any assistance from the Appellant towards payment of the said Bills of Exchange as he said was more than once insinuated by these Respondents in their said Replication it was impossible to Conceive the Appellant would have written the Letter above referred and therefore so far it operates in the Appellants favor — and the Appellant therefore prayed that the Original Letter might be produced and proved that they might fairly come before the Court in the regular and usual method and the appellant did further absolutely Deny that he was indebted to these Respondents in the

Sum

Sum of Nine Thousand six hundred and fifty two Pagodas one fanam and fifteen Cash or in any other Sum of Money whatever, and he said and insisted and would in due time prove that he did fairly and faithfully Account to these Respondents for all and every Sum of Money which he ever Recived either from the said Juggapilly Rauze or any other Person or Persons whatsoever The Appellant did pretended that he did not admit that any Sum of money whatever had been recived, but what had been recieved but what had been Accounted for but if there had he said and insisted that he the Appellant did never grant any Receipts to the said Juggapelly rauze for any money he had not Accounted for and therefore the Charge against him must totally fall to the Ground And Lastly the Appellant said that as it Appeared from the Proceedings before this Honble 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 the Appellant

pretended

pretended he was not the recaver alone of thar 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 did not in any manner appear upon the said Bills of Exchange as Drawer Acceptor or indorser or otherwise howsoever as the Bills were detained by these Respondents President and Council at Fort St 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 uttersable to pay it this is not in Issue or evidence and the Appellant said as these Respondents have thought proper to deprive the principal drawer of the said Bills of the Estate he rented upon them and thereby deprived him of the only resource he had to redum his affairs and pay his debts as well of them were regularly Accepted by the Person on whom they were drawn and as he pretended these Respondents had it in their Power to urge

the

the Payment by the Acceptors if they had thought proper so to do as the Appellant pretended he was 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 these Respondents Bill was built upon arguments and Surmises as he pretended and nothing pointed or Precisely alleged and all those are done away by the Appellants Answer and the Exhibits thereunto Annexed. And Lastly as the Appellant said he would in due time prove, being fully Convinced of the little Expectations they could Reasonably from of ever Succeeding in their present Suit they have since settled the Amount of the said three Bills of Exchange with the said Juggapah having Charged him therewith in an Account Current presented to him and have peremptorily Called upon him to give ample Security for the same or threatened him to confine him till he did, the Appellant pretended upon these false Grounds all of which remain unproved that the

he had fully confuted every Charge brought against him — And these Respondents do admit that upon the aforegoing proceedings, Issue did join in the above Cause, and Rules did pass for the examination of Witnesses on both sides were examined as well on the part of the Appellant as on the part of these Respondents by Commission at Masulipatam aforesaid and also before the examiner at Madras aforesaid — and publication did pass in the said Cause and the said Cause was thereafter sett Down for hearing and did come on to be heard before the said Mayors Court on or about the Nineteenth day of April in this present year of our Lord one thousand seven hundred and ninety one when these Respondents shew, that the said Court were pleased to order and Decree and did accordingly order and Decree that the Appellant should pay unto these Respondents the full and just Sum of One Lack two thousand and twenty eight Star Pagodas twenty fanams and Sixty seven Cash / Star Pagodas 102028. 20. 67 / together with such Interest as then was or should thereafter become due thereon, untill full payment is made, also all Costs of this suit — according as the same appears by the Copy of the said Decree

Decree annexed unto the Appellants Petition and appeal and by the Original thereof before this Honble Court —

Which said Decree these Respondents say is just and true and is Legally warranted by the proceedings in the said Cause and by the Evidence thereupon, and these Respondents do therefore say that the Appellant cannot as he pretends be aggrieved by the said Decree in part or in whole — and these Respondents in Answer to the several matters and things setforth and alledged in his said Petition and appeal charging that the Evidence produced on the part of these Respondents does not support the Charges in their said Bill contained and Charging the Depositions to be vague and indefinite chiefly hearsay matter of Opinion or matter of Chief without Setting forth the reason for such their Chief — These Respondents say that if the Depositions were not warranted by the Cause of Action but were foreign thereto, and were any otherwise irregular the Appellant might have excepted thereto and the legality propriety and Necessity thereof would in that Case have been Determined by the Mayors Court previous to the hearing of the Cause, and if found improper

improper or unnecessary they would have been suppressed and not allowed to be read at the hearing thereof but these Respondents say that they are advised that any Exceptions to the Witnesses or to their Depositions in an appeal from the said Decree are very irregularly introduced —

And that the Witnesses having been admitted and their Depositions read they do severally make a part of the record upon which the said Decree is grounded —

And these Respondents say that they are further advised that the remarks made in the said Petition and Appeal on the several Interrogatories and Depositions in the said Cause are partial and misconstrued the appellant having introduced such parts thereof as he conceived would be serviceable to him, and on the Contrary hath suppressed many others at which he left a conviction of the truth of these Respondents Charges against him for misfeasance and breach of trust in his Office And these Respondents say that they are also advised that the Depositions of their several Witnesses and the general tenor of the Evidence throughout do composed an uniform Testimony of the Right and Justness of these Respondents Claim upon the Appellant and incontrovertibly justify the said Decree

founded

founded thereupon notwithstanding any matter to the
contrary alledged by the Appellant — And these Respondents
say that the remark of the Appellant upon the second —
Interrogatory as going merely to the Appointment of the
Appellant to the Chiefship of Masulipatam is very futile
because it doth not only go to that point but also to
prove the residence of the several Witnesses at that place
at the time of the Appellants Appointment and arrival
at that place for the purpose of introducing the said
Witnesses as persons Compitent to depose to the several
matters they are thereafter interrogated to and therefore
the said Interrogatory is not superfluous but essentially
necessary And these Respondents further say that the
Depositions to the third Interrogatory do fully prove the
Case setforth in their said Bill that the Appellant was
in Virtue of his Station or Office of Chief of Masulipatam
Receiver of the Rents and Revenues ipsuing out of the
several Districts and Countries under the management
of the Chief and Council at Masulipatam and that he
was moreover these Respondents Treasurer or Cash keeper
and keeper of their Cash Accounts of Receipts and

Disbursements

Disbursements — And these Respondents say that the
depositions of James Hodges William Doblyn Samuel
Statham Andrew Scott do not only go to prove the exercise
of the said Duties and trusts but do also prove that
the Appellant as Chief exercised them solely and also that
in that Capacity he did solely give Receipts and discharges
to the Zemindars and Renters of these Respondents
Districts and Countries and not in Conjunction with the
Council of Masulipatam — And these Respondents say that
this seperate independent power Appears by the Evidence of
Arthur Longford Cook to have been so Compleatly and
fully exercised by the Appellant as Chief that he
Delegated that power to another namely Juggapah
who this Witness saith in his second Deposition was
Employed in the publick affairs of these Respondents
by the Appellant and that he received these Respondents
Monies Rents and Revenues by the Appellants Order
But he does not say how long tho it Appears by the
same Evidence that Juggapah did not keep these
Respondents Cash beyond October One thousand seven
hundred and Eighty Six about the term of four
months from the Appellants arrival as Chief of

Masulipatam

Masulipatam aforesaid and after that term it
appears by the same Witness that the Appellant
Delegated that office to another person namely the Witness
himself which office he saith he was from the discontinuance
of Juggapah employed in until the Appellants departure
from Masulipatam by which he must mean until the
Appellants removal from the Office of Chief on the
Tenth of June One thousand seven hundred and eighty
Seven — These Respondents pray to observe, that there must
have been some reason for this retraction of the appellants
Confidence in Juggapah, that the Appellant did not
perhaps think proper to trust to the knowledge of the
said Witness, as he saith that he did not know of any
particular reason why Juggapah was not continued
in keeping these Respondents Cash And it further
Appears by this Witness that the Appellant not only
Deputed his power in this instance to another but
it appears also that the publick Cash or Treasury
was kept in the said Witness Arthur Longford
Cooks appartment at this Respondents Garden and so
saith Tyatomby the appellants head writer or Accountant

another

another Witness to the same point — These Respondents
further say that the fourth Interrogatory on their
behalfs and the Depositions thereto as also sundry other
Evidence do go to support what these Respondents further
in their Bill stated — to Wit that the Appellant wishing
from motives of private Interest to draw to himself the
whole power and Authority of these Respondents Council
at Masulipatam in the procurement of Bills of Exchange
to be remitted to these Respondents Presidency did on or
about the thirtieth of June One thousand seven hundred and
eighty Six enter a minute in Consultation for that
purpose which minute is also proved and is an Exhibit
read at the hearing of the said Cause — And these
Respondents say that it further Appears by the deposition
to the said fourth Interrogatory and by other Evidence
that in Consequence of the said minute and the minute
of the Council in Consequence thereof he the Appellant
did Acquire greater Authority and of Course a greater
Responsibility than he as Chief before had — and that
he the Appellant exercised that Authority and also that
he abused it — And these Respondents say that altho
it might have been the Custom in former Chiefships

to

to Consult with the Council before the taking of Bills of Exchange — The Appellant had by the aforesaid means procured a Change of that Custom, and had drawn the whole of that Department of these Respondents administration into his own hands. But altho the Custom had remained in the Appellants Chuffship unaltered, nevertheless if he by his Consultation with them, upon the taking of Bills of Exchange, suppressed or concealed from them any matter or Circumstance, that was necessary towards their being enabled to give an Opinion on the propriety or goodness of the Bills, the Appellant should lay before them, the Appellant would in that Case, be as much answerable for an act of Council, assented to under such Concealment and false representation as if the appellant had himself, taken the Bills without consulting them at all upon their propriety or goodness and the Council would in that Case have been excusable, as being ignorant of the Fact upon which they gave their assent — The appellant thro the whole of this proceedings hath attempted to attach a Responsibility to the Council, by alledging their equal power to give or with hold their Assent to the Transmitting of the Bills of Exchange in question but he has not undertaken to attach to them any Responsibility, from a Knowledge of the Circumstances under which the Bills were taken In which lay the Crime — They were not, nor could be parties to that and the Evidence before the Court shews that the Appellant had in fact, removed them from the possibility of a participation, by inducing them, under the pretences he gave in his minute of the thirtieth of June to delegate to him the whole and exclusive power of taking such Bills of Exchange on the Presidency, as he should deem good — The appellant alluding to the Evidence of William Dobbyn allows him to say that the Chief was entrusted by his Council to procure Bills, but he leaves out the words as a remittance of Cash to Madras, when he had got them he laid them before Council and also he leaves out the essential Words acquainted them with their goodness, when they were forwarded by the Chief and Council — The only Construction that can be given to this Evidence is that the Council depended implicitly on the report of the goodness

geaness of the Bills made by the Chief the Appellant +
Samuel Statham to the same Interrogatory deposes that
the business of taking Bills of Exchange was conducted
solely by the Chief to the best of his recollection the
Appellant hath entirely suppressed this deposition —
Andrew Scott to the same Interrogatory deposes to the
proposal of the Appellant in June or July one thousand
Seven hundred and eighty six that he should be
authorized to receive such Bills of Exchange payable
to the President and Council at Fort St. George, as he
should deem good that the same was approved by
of — and he Conceived from that time that the
Appellant was authorized to take Bills independ
of his Council He doth not know altho he had been
Secretary for many years to the Board of Masulipatam
that the Appellant advised with his Council previous
to the taking such Bills of Exchange — But he
recollects some instances when the Appellant after the
said Bills had been taken, laid them before his
Council — and other instances when the Appellant
had sent or given them to him to be transmitted
to the Government of Fort Saint George this Witness
to

to the same point on behalf of the Appellant fully confirms
the exclusive Authority the Appellant had in taking of
Bills of Exchange on the Presidency And Samuel —
Statham altho he says to the third Interrogatory that
he does not recollect that the Appellant had greater
Authority than any other Chief, yet to the Seventh —
he saith that the Appellant had a latitude given
him by the Council to make Remittances of which
he Signified to the Board after it was done — Andrew
Scott deposes to the third Interrogatory on behalf of
the Appellant that the Appellant did acquire greater
Authority by the Minute of the thirtieth June —
One thousand Seven hundred and eighty Six and —
Consequently greater responsibility so far as related
to Bills of Exchange taken up for remittances to the
Presidency than any of the immediate preceding Chiefs
had Claimed or possessed and that he did exercise greater
Authority in receiving Bills of Exchange in Consequence
of the powers vested in him than any preceding Chief
And the same Witness to the Fourth Interrogatory deposes
that the mode of taking Bills of Exchange has varied
Where the Chief seemed to entertain a doubt of the —

Drawer

Drawer or acceptor of such Bills it has been usual
to lay them before the Council otherwise to mention the
matter only in Circulation / these Respondents pray to
observe, that if the Appellant had informed his Council
previous to his taking these Bills of Exchange from
Juggapah on the Presidency that he had received
from him on his own private Account from the
thirtieth of April One thousand Seven hundred and
Eighty Six to March One thousand Seven hundred
and eighty Seven, the Sum of One Lack Seven
thousand Madras Pagodas and upwards, and that
the Appellant held a Claim interrorem over him
of the Sum of Seventy three thousand Pagodas and
upwards — there is no Doubt but, that they in that
Case would have made remonstrances against the
taking of the said Bills but as no such information
was given, there is every reason to Conjecture, that
there were Concealments and Misrepresentations
made use of on the Occasion, that not only kept
them in ignorance of the said Juggapahs real
impoverished Situation, but also that made him
appear on the Contrary in a Situation Opulent
Solvent

Solvent and Cast worthy / Andrew Scott pursues his Evidence,
by saying that the Mode of taking Bills of Exchange
was much the same During the Appellants Chiefship
But this Witness says that in some instances he has not
only known the Appellant did not only receive but bring
the Amount of Bills of Exchange to Account previous to
his giving any information to the Council, which he says,
he believes to be Different from what former Chiefs had
Done the same Witness to the fifth Interrogatory on the
same behalf deposes, that he conceives the Appellant was
more Competent to Judge of Bills received and brought
to Account, than the Council and he gives a full and
just reason for his Opinion, because on Receiving such
Bills it was natural to suppose, he would make enquiry
respecting the Credit of the persons by whom and upon
Whom such Bills were drawn, and Moreover because
it was solely left to him to the Sixth Mr. Samuel deposes
that it was the duty of any member of Council to
point out the insufficiency of drawers of Bills transmitted
to the Presidency — But this is a general Answer
to a general question — It was their duty when they
knew insufficiency of the Drawers, which information

they

they expected from the Appellant who by his Minute had virtually undertaken the task of enquiring into the Sufficiency of the drawers, as he had the power of taking such Bills as he should esteem good and the Council of Course Depended on his given them information, if Bills tendered to him were bad but when they were Reported by him to be good, he in that instance, Acted in the Capacity they had delegated to him, they could not make any Objection in that Case, as undoubtedly would had he reported them to be bad. And the Evidence of Andrew Scott to the same Interrogatory confirms this Construction he conceives the other Members of the Council were at all times Authorized to offer their Opinions to the Chief, respecting Bills of Exchange as on any other matter of publick business. but he does not Conceive, that the Approbation of the Members of the Council was necessary to Authorize the Appellant to receive such Bills as he might deem good that the Objections of the Members of Council after such Bills had been received, and without their previous knowledge brought to Account would not alter the transaction, which by the Act of the Appellant had been finally closed — he further says that it was the Duty of any Member of the Council who know or believed a Bill to be bad or of doubtfull Credit to State such Opinion to the Chief, whether he might be attended to or not these Respondents observe that the Appellant hath not made it Appear that any of the Council were informed of the real bad State of Juggapahs Credit by him nor of the Transactions between him and Juggapah that rendered his Juggapahs Credit bad or doubtfull And the only person of Council at the time of the taking Bills of Exchange in Question was Mr. Dobbyn, who was made to believe, that the same were taken in part payment of his Arrears to these Respondents.

These Respondents further say, that they are advised that by the foregoing and by the uniform tenor of the Evidence at large it appears, that the Appellant was Receiver of their Rents and Revenues and also their Treasurer or Cash keeper and keeper of their Cash Accounts and Disbursments at their Settlement at Masulipatam and also that he did procure

procure to the added to those important trusts the
further Trust of procuring solely independant of his
Council such Bills of Exchange as he should deem
good— And these Respondents further pray to observe
that Master James Hodges by his Fifth deposition
on their behalf Appears not to have been a
Member of the Council when the Bills A B & C.
were taken but he saith that in the beginning of June
Among other Papers delivered to him by the Appellant
when he delivered over the Charge of the Settlement,
was a Bill of Condraigula Juggernaut Row Therase
Juggapah for about Forty three thousand Madras
Pagodas But the Appellant hath omitted to recite
that part of the said Deposition where in the said
James Hodges says that the Appellant told him the
Bill was accepted by Government meaning as he supposed
the Chief and Council and that this Bill
was forwarded by him as an act of Government
previous to his being a Member It will Appear by
Evidence hereafter that no Explanation whatever was
given to Mr. Hodges of the uncommon circumstances

Attending

Attending the taken of this Bill William Dobbyn to
the same Interrogatory deposes that on the twenty Second
of April One thousand Seven hundred and Eighty Six
having Doubts in his mind of Juggapahs Credit and
he gives for Reason because he was in debt to Government
he thought it his duty to express his doubts in a
Minute the Appellant in his Petition and appeal saith
that this Witness did not state what his said Minute
contained or the consequence of it Whereas his deposition
is fully explainatory of his Minute and also the consequence
thereof For he therein deposes that he believed the
Exhibits A & B two Bills given in by the Appellant
to have been the consequence of his said Minute, and
that they were in part of Juggapahs Balance and
to Substantiate his Credit and therefore agreed to be
taken by the Council as he says he was desirous of
Receiving any possible means of lessening his Balance,
which he says he considered as in a very precarious
state — These Respondents say that they do not admit
the assertion of the Appellant that the said William
Dobbyn was consulted upon these Bills being taken
because it is Evident that he did not know the

Consideration on which they were taken, which was
entirely concealed from or misrepresented to him by the
Appellant — For he deposes that he believed that they
were taken on account of his Arrears and not for money
taken out of these Respondents Treasury, under pretence
of paying for these Bills drawn by a man already in a
Bankrupt State — and the Appellant has entirely suppressed
the latter part of this Deposition wherein the said
William Dobbyn says with regard to the Exhibit C
he thinks it unnessary to mention whatever came to his
knowledge respecting it that on the Eleventh of June he
went with Mr. Hodges to receive charge of the
Settlement from the Appellant that they for some time
with Drew and upon their return the Appellant
produced a Bill of Exchange of Juggapah upon his
Agent for forty three thousand Madras Pagodas and odd,
which he saith from the minute he had given he
supposed was in part of Juggapahs Debt to these
Respondents, and that he did not know untill the
Appellant was gone, that it was for Cash paid from
the Cash Chest and not as a Bill to clear the above

Debt

Debt as he says he never would have given his Consent
to such a Sum being issued after what had passed
he Deposes further that the Appellant never consulted
him in Council about remitting that sum to Madras
or at any other period nor does he know he Consulted any
one but believes it was a business entirely and solely
of his own Doing — He further says that he was second
in Council at that period Mr. Westcott being absent
and that he was never consulted tho in that station
respecting the Exhibit C, these Respondents pray to observe
further on this Deposition that the belief of the said
William Dobbyn that the several Amounts of these Bills
were taken in part discharge of the said Juggapahs debt to
these Respondents is Evidence of his knowledge of a larger
Amount than the Amount of the said three Bills,
being really due and owing to them by the said
Juggapah, and not Evidence that he could not believe
so, because the Appellant pretends Juggapah did not owe
so much — Andrew Scott to the Same Interrogatory
says that the Bills A B & C were taken by the
Appellant as Chief solely and that he did not
previous to his taking of any of them consult with

his

his Counsel respecting Item C was last before
Council on the Eleventh of June One thousand
hundred and Eighty seven — at the time that
Appellant Delivered over the Charge of the
he does not recollect that A & B or either of
were — And in Answer to the Observation of
Appellant on the Depositions to the Sixth Int
respecting the Debits of the aforesaid several
Amount of the said three Bills of Exchange, or
Whether the same was before at or after the
Dates on which the same or either of them
Appear to have been Drawn &c These Respon
say that the said James Hodges was not a
Member of Government at the time, and the
Samuel Statham was absent, and as to the
William Dobbyn saying that he doth not know
recollect these Respondents say that the same is
at all extraordinary, as the Books of Accounts
were kept by the Appellant and the entries
therein were his own sole private acts and Deeds
notwithstandings they were of a publick

Nature,

Nature and it is no Matter of Surprize that a Person,
altho a Member of the Council should not recollect the
Exact day and date upon which an Entry in Books
kept by another was made — But these Respondents
is sufficient
say that this pretended want of perspicuity cleared
up by the Appellant himself admitting that the
Debits were made and altho he had not admitted
that they were so made, the Fact of this having
been made, could have been Sufficiently substantiated
by the Clear Evidence of Iyatamby to the exact days
and also to the exact Sums, on Which and for
Which these Respondents Books were debited and
Credited, for the said three Bills of Exchange, and
that no Value was paid to the Drawers of either
of Them — And also by the Evidence of the said
Andrew Scott, Who deposes that to the best of his
knowledge and belief these Respondents Cash Accounts
were debited by the Appellant 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 he says whether before at or after the

days

days and dates, on which the same or either of them appear to have been drawn and taken, he doth not know Except, that a Bill to about the Amount of the Bill C. was specified in the last Account, delivered over by the Appellant to Mr. Hodges on the Eleventh of June One thousand Seven hundred and eighty seven, the day preuding, to have been paid out of the Cash on the Tenth of June One thousand seven hundred and eighty seven — Respecting the Manner of the Appellant delivering over the Chiefship and the time and whether the said Bill C was taken by the Appellant before or after the Arival of the order for the Appellants removal. The said Appellant hath very briefly recited the Depositions to the Seventh Interrogatory the aforenamed Mr. James Hodges says that the Appellant delivered Over the Charge of the Settlement, in the beginning of June, about thirteen hours after the Order arrived, but he does not know whether he accepted the said Bill C. before or after the arrival of the

Said

said Order — Andrew Scott deposes to this Interrogatory that the Appellant gave up the Chiefship of Masulipatam on the Eleventh of June One thousand Seven hundred and eighty seven by order of the President and Council at Fort St. George, which order Arrived on the Evening on the preuding day — He does not know whether the Appellant had taken the said Bill for Forty three thousand Madras Pagodas and upwards previous to, upon, or after, his receiving the above order. He Deposes that the Appellant did not Consult with him, nither does he believe he Consulted with any of his Council upon the propriety or Necessity of taking the said Bill previous to the same having been taken — that the Appellant informed him on the Evening of the Tenth that he had received a Bill of Exchange payable to the President and Council for Forty three thousand Madras Pagodas and upwards that the deponent observed thereupon, that it would be an acceptable remittance, or words to that Effects that at the

same

same time he saw a paper in the hands of the appellant which he believed to be the Bill the Appellant spoke of but that he doth not recollect nor doth he believe that the Appellant did inform him by whom the Bill was drawn nor upon whom it was drawn. He doth not know or believe that the Appellant gave any notice or information to all or any of the Council respecting the said Bill previous to his Delivering the same to Mr. Hodges at the time of his delivering over the charge of the Settlement. He further deposes that he does not know for what Cause Consideration or Value the said Bill was accepted and taken further than that the Cash Account Signed by the Appellant and which was delivered over to Mr. Hodges specified the Amount to have been paid out of the Treasury on the Tenth of June one thousand seven hundred and Eighty seven. William Dobbyn says that the Letter for the removal of the Appellant arrived on the Tenth at night and that the settlement was delivered over on the Eleventh in the Morning.

That he doth not know whether the Bill of Exchange C was taken before or after the Order but knows it was previous to his delivering over the Chiefship. These Respondents pray to observe that however uninformed the Council and the Secretary were of any of the Circumstances of the Value for or the time on which the said Bill was taken it appears in the Course of the Proceedings on the part of the Appellant under what particular unfavorable Circumstances this Bill was taken by him and that the said Bill was actually taken after the order for his removal arrived and that these Respondents Books were antidated on the Tenth of June for a Transaction done on the Eleventh of June at which time the Appellant had not any Authority and these Respondents in further Observation of the Appellants remarks on the said Evidence say that the Appellant hath not fairly recited the Deposition to the Eighth Interrogatory because the Appellant hath not recited that the said James Hodges Deposes that the said Bill C was

delivered

Delivered over to him by the Appellant when he delivered over the Charge of the Settlement as an act Compleatly finished during his own Chiefship the Appellant hath intirely suppressed Andrew Scotts Deposition to the same Interrogatory that the Appellant did deliver over the Bill in the manner before Mentioned — Not for the Approbation of Council, but as an act done by the Appellant as Chief, during his Chiefship. He the Appellant having before that time brought it to Account Mr. Dobbyn in addition to what the Appellant hath recited deposes to the Ninth Interrogatory that the Conversation Respecting the said Bill, between the Appellant and Mr. Hodges was private which was undoubtedly done to prevent an enquiry. Andrew Scott to the same Interrogatory deposes that the Account delivered in by the Appellant was his own act independant of his Council — Andrew Scott indeed to the Tenth Interrogatory doth only depose to information of the Zemindars, making application for

for Receipts — But he clearly proves that it was the Chiefs duty as Cash keeper to give Receipts to the Zemindars and Renters — and these Respondents say that the Appellant hath not at all fairly recited the Depositions to the Twelfth Interrogatory William Dobbyn says that Juggapah was Renter or manager of the Countries setforth in the Interrogatories that during the Appellants Chiefship he was Companys Interpreter does not know whether he was the Appellants head Dubash or not but he understood him to have been the Interpreter generally employed in Publick business — By which the Deponent could only mean as Interpreter — Because he says that to the best of his knowledge he never had such an Appointment or Authority from the Presidency or Chief and Council to receive the Revenues or Rents of Zemindars or Renters — Samuel Statham says that it Appeared to him that Juggapah had Authority to receive Rents and Revenues by the usage of the Service — but he doth not know by what Authority — Andrew Scott saith further than the Appellant hath recited that

that he hath heard and hath been informed that Juggapah was employed by the Appellant as his head Dubash and entrusted by him in both publick and private Concerns But that Juggapah was not by Virtue of his office of Interpreter to his knowledge authorized or appointed by the Government at Fort St. George or Chief and Council at Masulipatam Collectively or otherwise to receive from Zemindars or others the Rents and Revenues of the Respondents Districts dependent on Masulipatam altho he believes he was entrusted by the Appellant in his office of Cash Keeper to receive the Rents and Revenues — this Evidence is confirmed by that of Arthur Longford Cook on behalf of the Appellant to the Tenth Interrogatory and many other Evidence — Andrew Scott deposes to the statement of the Different Sums and the persons who paid them composing the Amount of the Bill of Exchange Marked C. which is further more fully proved as well as the Accounts on which these Sums were paid by the Appellants Receipts specifying the same and Andrew Scott also deposes that it is the Custom for the Chief to grant Receipts for Money Received which these Respondents say fairly implies that it is not the Custom for the Chief to grant Receipts for money not Received on Account of these Respondents Revenues and also Deposes that the Receipts of the Chief are an acquital for money so Received that these Respondents Cash is usually debited for Sums so Acknowledged to be Received William Dobbyn and Samuel Statham severally depose that the Chiefs Receipts or Discharges are solely suffecient for the Zemindars and Renters — and this question is also proved by a variety of other Witnesses on behalf of the Appellant as well of these Respondents Respecting the said Juggapahs Debt to these Respondents previous to the drawing of the Bills in question and demand — Andrew Scott deposes that the Board of Revenue at Fort St. George did write to the Chief and Council at Masulipatam expressing Surprize at the great Arrears then due by

Juggapah

Juggapah that William Dobbyn there upon wrote a
Letter to him as Secretary, desiring him to speak to the
Chief expressing his doubts of Juggapahs Solvency
Recommending an investigation of his affairs It appears
that the Appellant understood to be the Patron of
Juggapahs Credit and as Chief himself in April
or May, One thousand seven hundred and eighty
seven, in Consequence of this Letter delivered in to the
Council an Account Current between the said
Juggapah and these Respondents, signed by
Juggapah He does not know that the Account
was Approved of by the Board of Revenue
Believes the Balance was made about Five
thousand Pagodas Best in the month of July
following, there was an abstract drawn by which
Juggapah owed these Respondents upwards of
ninty thousand Pagodas — and therefore he says
this Account did not agree with the Account
previously delivered in by the Chief It will appear
hereafter, that the Appellant and Juggapah settled

their private Accounts the same day and they were
proportionally extraordinary and excessive, as the publick
Account was diminished below what was really due
the seventeenth Interrogatory is deposed to by Mr.
Hodges Mr. Dobbyn Mr. Statham and Mr. Scott —
Mr. Hodges, Contrary to what the Appellant hath
recited of his deposition saith that he believes that
the Bills A B & C. were returned for want of
Payment and that nessary Steps were taken to
recover the amount from the drawers does not
recollect whether Couldendy Vincataram Rauze
Acknowledged or denied having drawn the Bill
A. and he does not know what reason was given
by Juggapah for the Bills not being paid ——
William Dobbyn thereto saith that the Bills
A B & C. were returned for non Payment — He
further saith that Juggapah gave this Bill in
part of his Balance which is a deposition this
Witness universally adheres to, and for the same
Reasons and for the same grounds Samuel
Statham

Statham Saith that same Bills were returned Andrew
Scott deposes that Bills A B & C were returned to
Masulipatam for non Acceptance or non Payment. doth
not recollect which- that they were severally presented
to the Drawers— that Culdendy Vencataram Rauze
discovered any knowledge of the Bill said to have been
drawn by him and that the name of Culdendy
Vencataram Rauze Subscribed to the said Bill was
not written by himself but by Boupiah the Dwan of
the zemindar of Muglatore.

The same Witness deposes that it did
Appear by Written or Verbal declaration, that
Juggapah was himself Answerable for the payment
of these three Bills— He further deposes that
Juggapah gave for reason for the Bills not being
paid that the Appellant had disappointed him by not
paying a Sum of Fifty thousand Pagodas to his
Agent at Madras— as he said the Appellant had
promised him.

These Respondents say that the Deposition
of

of Andrew Scott to the Eighteenth Interrogatory,
that he has known an instance of a Bill of Exchange
having been Protested was evidently intended by him
to have been in the Negative because the said Interrogatory
doth not go to obtain an answer of his knowledge of
an Instance but to his knowledge of the Custom of these
Respondents agents to Protest Bills of Exchange the
Answer whereto affirmatively that he has known
an Instance would be an absurdity— without it may
be presumed that he adopted that mode of answering
the said Interrogatory, to a Custom in order to shew
that there was not any Custom to Protest Bills
because he had only known an Instance- not that
the protesting or not Protesting the said Bills or
whether it had been the Custom to protest Bills
or not is either way a Matter of importance to the
question before the Court which is quite of a
Different Nature and these Respondents would
not have been so particular in clearing away this
Straw of difficulty was it not that the

Appellant

2d Nov. 98

Appellant might take a further advantage from so trivial a matter having passed unnoticed at the hearing—

The Nineteenth Interrogatory goes Chiefly to the fixing on the Appellant the Responsibility of the Difference between the Sums of Money received by him on Account of Mrs Morgan Williams Settlement and the Appellants own Settlement, arising from the Sum of Nine thousand six hundred and fifty three — Madras Pagodas one fanam and fifteen Cash short — Credited in the Account of his own Settlement the — Discussion of which these Respondents will defer to — make use of untill they do in answer to the appellants Objections to that Sum in his Petition and appeal —

The twenty third Interrogatory goes further to the proof of Juggapahs Arrears to these — Respondents and to shew that it was the duty of the Appellant as Chief to call him to account for such Arrears William Agustus Dobbyn deposes — That

that Juggapah was called before the Board of — Masulipatam in consequence of a Letter from the Board of Revenue — that on this Occasion he — promised to pay sixty thousand Pagodas — that his not doing so at the time Appointed induced the deponent to make an enquiry into his Circumstances, and he wrote a minute the Twenty second day of April — relative to Juggapahs then Situation which in the same uniformity of testimony, he repeats produced the Bills A & B — This Witness must Certainly have been induced by the Appellant to believe so, from some false representation, for it is evident that a Member of Council who knew of the deficiency of one of these Respondents Renters in so large a Sum of money as Juggapah owed them so as to induce him to make it a duty to represent the same publickly would not and indeed could not without becoming a party with the Appellant in a breach of trust there after give his consent that this person already so much in arrear should be placed in a Capacity from which

which he would have it in his Power of becoming still further their debtor — by giving his assent to sums of money being paid from out these Respondents — Treasury under pretence of the same being for Bills of Exchange on the Presidency the appellant therefore in his Representation to this Witness in this respect must have charged the Consideration on which the Bills were taken and made him give Credit to his assurance that they were in part of the said Juggapahs Balance and this Witness concludes by saying that it was the Chiefs duty to call upon the Zemindars and Renters for their Arrears Samuel Statham to the same Interrogatory says he understood it was the duty of the Chief to call for all Arrears and many other Evidence depose to the same point and that it is his duty to report deficiencies of arrears to his Council but it appears by intoventible testimony that instead of making it his duty so to do, that he suppressed the arrears and defaults of these — Respondents Renters and mistated their real ability and Situation in point of finance for the purpose of carrying on private and Corrupt bargains with them, to the detriment and injury of these — Respondents Andrew Scott to the same Interrogatory deposes that Juggapah was indebted in a Considerable Sum of Money to these Respondents for Rent — or Revenue in the years one thousand seven hundred and eighty six and one thousand seven hundred and eighty seven but doth not know the exact — Amount that Juggapah was called upon before — the Council in April or May one thousand Seven hundred and Eighty Seven to discharge the amount of the Sums due from him he further deposes — that he understands and believes that it was — the particular duty of the Chief to call upon all — persons indebted to these Respondents on account of Revenue in the first instance and in case of refusal to represent the same to the Council — the — Depositions of Gerderdofs all prove matters that Convict the Appellant of being unmindfull of — the

the duties of his office and that he was regardless of his trust and mindfull only of his own private Interest to the great prejudice and detriment of these Respondents for it Appears by the said Depositions and by the Account Current annexed to his answer that at the time that the said Juggapah was so much in Arrears to these Respondents the Board of Revenue, and any of the Members of his Council did represent the same that he was solely employed in contriving means of preventing the said Juggapah from paying his arrears by procuring very large Sums of money from him on his private Account

These Respondents also examined the same Witnesses by leave of Court to additional Interrogatories and the Receipts given by the Appellant on the Eleventh of June under the date of the tenth of June Exhibited under N° 20 to 27 are proved by the Deposition of the aforesaid Andrew Scott to the Second additional Interrogatory the third additional

Interrogatory goes to prove the Crediting of these Respondents Accounts for the said Receipts The fourth to prove the Exhibits 28 being a Copy of a Receipt from Vencatanarasimavaran Zemindar of Nozzed Andrew Scott says he has heard that the Original is in the hands of a Servant of the elder Apparow But the Exhibit is fully proved by Iyatamby on behalf of these Respondents the Appellant hath misrepresented the Depositions to the fifth Interrogatory by saying that James Hodges Samuel Statham and William Dobbyn know nothing thereof because the last Witness saith that the Chief meaning the Appellant never did Consult him on the Receipts and Issues of Cash as the Appellant had the sole Management of the Cash the sixth Deposition goes to explain the nature of the different Tenures or Rents on Account of which the Receipts before mentioned were given by the Appellant and for the purpose of shewing that altho they agree in the Different Sums as well as the persons from whom the same are acknowledged to have been Received

with

with the Statement N°5. delivered in by Juggapah as an Account of the disposition and Expenditure of the Amount thereof they do not entirely agree with the Consideration expressed in the said Statement which is clear evedence that there must have been some Misrepresentation between the said Juggapah and the Appellant because the said Statement Setts forth part of the said Sums to have been paid on Account of Meerafsy the Appellant in some parts of his proceedings saith that the whole was. But the Receipts are not any of them given on Account of Meerafsy According to this Statement however that the Appellant hath so much relied upon in his Answer and has twice Exhibited in evidence it Appears that his Servant and Agent Juggapah employed in his publick and private concerns held himself Answerable by the said Statement for those Sums only which he pretended had been paid on Account of Meerafsy because it was the whole thereof that he had applied to his own use which in all Amounts to Eight thousand four hundred and twenty seven Pagodas and the Remaining Thirty four thousand eight hundred and fifty Six Pagodas he declares in the said Statement that he disbursed on Account of the Appellant

The Appellant having in his Petition and Appeal as these Respondents have shewn, made a misconstrued and partial commentary upon these Respondents Evidence examined under Commission, did proceed in the same partial Manner to recite the Evidence produced by himself under Commission and these Respondents pray to observe that the Interrogatories Exhibited by the Appellant are by no Means such as shew an inclination to meet the real merits of the Cause but on the Contrary they shew a backwardness and Apprehension so to do and are therefore Cautiously Drawn into General questions not applicable to particular Cases connected with the gest of the action

Andrew Scott in addition to what the Appellant

Appellant hath recited of his Deposition to the Second Interrogatory saith that the Chief or Cash Keeper Reports the Amount of Receipts to the Council that in Case of any Mismanagement in collecting such Revenues or in any misapplication of it after it is collected he saith he Considers the Chief alone Answerable but provided that such mismanagement or misapplication may have arisen in Consequence of any resolution of the Chief and Council duly recorded which however is not in issue and which the Appellant hath not alledged the Deponent Considers in such Case the Chief and Council to be equally Answerable Samuel Statham it is true says that he cannot recollect that the Appellant possessed any greater Authority or Responsibility than former Chiefs But the Appellant has Suppressed the said Samuel Statham's Deposition to the Seventh Interrogatory wherein he says that the Appellant had a latitude given by the Council to make remittances of which he Signified to the Board after it was done Andrew Scott to the third Interrogatory says that he is Convinced that the Appellant by virtue of

of the such Minute Meaning the Minute of the thirtieth June one thousand seven hundred and Eighty six was understood by the Chief and Council to have Acquired greater Authority and Consequently greater Responsibility so far as related to Bills of Exchange taken up for Remittances to the Presidency than any of his immediate predecessors — to the fourth Interrogatory the same Witness deposes that the mode had varied in many Instances according to Circumstances in the manner in which the Chief and Council of Masulipatam had taken Bills of Exchange But the Appellant hath not added that the mode pursued respecting Bills of Exchange during the Appellants Chiefship was much the Same — only that on some instances within his knowledge the Appellant did not only receive but bring the Amount of Bills of Exchange to Account previous to his giving any information to the Council which he believes to be different from what the Conduct of former Chiefs had been the Appellant hath also suppressed the greatest part of the said

said Evidence Deposition to the Fifth Interrogatory for
therein he only recites that the Members of Council were
most of them longer Resident than the Appellant and
that they might form their Opinions of the Drawers
from such their Residence But he adds that notwithstanding
their longer residence they were not so Competent to Judge of
Bills of Exchange received and brought to account by the
Appellant as he the Appellant himself was and he
gives for reason because on receiving such Bills it is
natural to suppose he would make enquiry respecting the
Credit of the persons by whom and upon whom such Bills
were drawn It having been left solely to the Appellant
to Judge of the Goodness of such Bills to the sixth the
same Evidence says that he Conceived the Members of
Council were at all times Authorized to offer their Opinions
to the Chief respecting Bills of Exchange and which is
Confirmed these Respondents say by the Evidence of William
Dobbyn who says he would not have given his Consent
to the Bills in question being taken had he not
believed that they were taken in discharge of Jaggiahs
arrears

arrears and not if they had been taken for money
to be paid out of the Treasury of these Respondents
and the said Andrew Scott says further to the same
Interrogatory that he does not Conceive that the
Approbation of the Member of Council was necessary to
Authorized the Appellant to receive such Bills of
Exchange as he might Deem good nor that the
objections of the Members of the Council after such Bills
had been Actually taken and without their previous
knowledge brought to Account could have altered the
transaction which by such act was finally Closed
the Deposition of the same Evidence to the Seventh
Interrogatory shewing the mode of taking Bills of
Exchange proves the power the Appellant had of
taking such Bills as he Deemed good and that the
Council were unnanimous in sending all Bills
taken by the Appellant also proves the Confidence they
had in the Appellants executing the extraordinary
authority of so doing with fidelity to these Respondents
the Eighth Deposition of Andrew Scott and Samuel
Statham only shew upon a General Interrogatory what
the

the duty of the Chief of Masulipatam has been respecting the issuing of Cash from these Respondents Treasury But these Respondents pray to observe that the Appellant by his own shewing was not observant of that duty in issuing of the Cash from and passing Receipts for money that ought to have been brought to these Respondents Treasury for the Bills of Exchange in question as appears by the Appellants Answer and by the Evidence of Tyatamby— These Respondents say that Andrew Scott doth not depose to the Eleventh to any Bills being paid that were remitted in June July and August nor is the Same in issue nor is the Matter in issue whereto he is Interrogatid and has deposed to the Tenth Interrogatory nor is the Matter deposed to the Eleventh Interrogatory in Issue except that it shews that the pretended Bill Drawn by Venkataroma nauze was the first Bill returned for non payment the Deposition of the said Andrew Scott to the Twelfth Interrogatory speaks to the Orders of these Respondents President and Council

Council to send one Lack of Pagodas over Land in Spite that the Treasury of Masulipatam did not admit of sending the Sum required in Spite at the time But that he understood the remittances afterwards made were in Consequence of these Orders and that the Letter which conveyed the Order was addressed to the Chief and Council jointly But he doth not Conceive that this Circumstances set aside or annulled former orders intrusting the procuring of Bills of Exchange to the Appellant that he Conceives it was the joint duty of the Chief and Council to be Carefull that the remittances required Should be made as spudily as possible and that by Neglect they would have concurred a joint Responsibility— But at the same time he thinks that it was the duty of the Council to entrust the Appellant to procure whatever Bills of Exchange might be required for the said remittances—

And these Respondents pray to Observe that the whole tenor of the said Deposition tends to unite with other Matters in Evidence an undeniable Testimony of the Appellant turning the Occasion of the said Order to his own private advantage and to the detriment and injury

injury of these Respondents the thirteenth Interrogatory goes
to draw an Evidence that Juggapah did pay money
During the Appellants Chiefship but doth not
Interrogate to the particular times of payment nor hath
the Appellant in any instance proved or attempted to prove
that Juggapah did pay any money on these Respondents Accounts
from September One thousand Seven hundred and eighty Six
to March One thousand Seven hundred and Eighty Seven
During which time he is Charged and it has been proved
that he received such large Sums of Money from Juggapah
on his private Account as hath before been shewn
Samuel Statham to the Fourteenth Interrogatory deposes
that the Orders received from the Board of Revenue
Directing that Juggapah should be more punctual were
addressed to the Chief and Council and that it was the
Duty of the effecint members and the Chief to obey
such Orders jointly / It Appears in Evidence that
William Dobbyn did make a Minute on the Occasion
Which he says he believed was the Occasion of
bringing forward the Bills A & B on Account as

Supposed

Supposed of his Juggapahs Balance and it appears
also that the Chief did interfere on the same Occasion
but with quite a Different View, as may be seen
by a reference to the Account Delivered in to
Council by the Appellant as between the said
Juggapah and these Respondents under the date of the
thirteenth of April One thousand Seven hundred and
eighty Seven — And Andrew Scott says moreover to the
same Interrogatory that it has been usual when such
Orders have been received for the Chief alone to make
a Demand in the first instance and in Case of non
Compliance to report it to the Board — and it Appears
that the Appellant did observe the formality of this
mode by having produced to the Board the aforesaid
Account between the said Juggapah and these
Respondents whereby he allowed Juggapah to
suppress Credits in favor of these Respondents and to
bring forward unallowed debits against them
Samuel Statham to the fifteenth Interrogatory
Deposes that Juggapah was Appointed some years
before by the Chief and Council and approved

by

by the Government of Fort St George to act as Interpreter and Dubash to these Respondents and he saiys — further that Juggapah was in the habits of Receiving their respective Rents and Revenues But he doth not say howlong or whether before the Appellant was Chief It Appears by Mr. Morgan Williams deposition the immediate Predecessor of the Appellant that Juggapah did not exercise that Authority under him, and the same Witness Samuel Statham in his deposition on the part of these Respondents says he doth not know by whom he was Authorized Arthur Longford Cooke proves that Juggapah was during a short time Authorized by the Appellant Andrew Scott to the same Interrogatory Deposes that he was Interpreter But he does not Conceive that such and Appointment Authorized Juggapah to receive the Respondents Rents and Revenues Which he says was a special duty of the Chief and he Confirms the Evidence of Arthur Longford Cook by saying that he knows that Juggapah was in the habit of Receiving these

Respondents Revenues during a part at least of the Appellants Chiefship and that he was — Authorized so to do by the Appellant himself Andrew Scott to the Seventeenth Interrogatory deposes in addition to what the Appellant hath recited of his Deposition that if the Amount of the Bill C. had not been issued from the Treasury or if the Appellant had asked the Opinion of — Mr. Hodges and the Council then present whether the said Bill ought or ought not to have been Received — He thinks it would have been incumbent on them to have offered such Objections as they might have had to its being Received But the Appellant having — received the Bill and paid the Amount out of the Treasury the day before did in his Opinion take that Measure entirely upon himself and he conceives that the publick and official act of Receiving and — remitting the said Bill did not do away any — Responsibility which the Appellant might have incurred by Receiving the said Bill and paying it out of the Treasury the day before as he the deponent

then

then believed — These Respondents pray to observe that it Appears on the proceedings that this Transaction took place on the very day he gave up the Chiefship and the day after the Order for that purpose arrived at — Masulipatam the Eighteenth Interrogatory is to the same Witness and he disposes thereto that he does believe that the Sowcars were averse to draw Bills of Exchange upon the Presidency at the Batta of Ten per Cent — But these Respondents say that the said Circumstance could be no Justification to the Appellant for accepting the Bills of Exchange in question And the said matter is of Course foreign thereto — Samuel Statham and Andrew Scott both depose that the Zemidars and Renters knew they were entitled to have receipts from the Chief and that the Chiefs Receipts were Suffecient Vouchers for their payments — And Andrew Scott adds that the same persons knew that no other voucher but the Chiefs Receipts was deemed a regular and proper Discharge to them for such payment — These Respondents say that the above is an undeniable

Evidence

Evidence of the sole Authority of the Appellant to receive the Rents and Revenues of these Respondents and that they were paid to him immediately or mediately to some other person by him solely Appointed and Authorized the twenty first Interrogatory goes to obtain Evidence as to the general Custom of the Chiefs of Masulipatam delivering monthly Accounts these Respondents say that the same is no way Applicable to the Cause in question because it doth not prove that the Appellant delivered in his Accounts monthly or if he did it doth not shew that he was further answerable for the said Accounts to his Council than as the Accounts delivered in shewed whether right or not, and it Appears in the Course of the proceedings that the Appellant not only had it in his power by being the Respondents Cash Keeper to antidate and to retard the bringing to account any Sums received by him on Account of these Respondents and very particularly in the Instance of the Bill drawn by Baupiah in the name of Culdindy Venkataram Rauze the Amount of which was agreed by the Appellant and his Council to be

received

received back into the Treasury and not to be repaid — untill Offecial notice should be received of its Acceptance — But it doth not Appear that any Entry had been made of this money having ifsued at the time of the Bill having been Accepted nor any Entry made of its having been paid back into the Treasury. But on the Contrary it Appears that this money the property of these Respondents was by the Appellant himself taken and received and by him Converted to his own use before it had Reached these Respondents Treasury on the very day of his removal, and without any Consultation or advice with his Counal thereupon and without any Offecial advice having been received of the Acceptance of this Bill and in the instance of the Receipts given by the Appellant for the Sum of Forty three thousand two hundred and eighty three Pagodas four fanams and Seventy Seven Cash on the Eleventh of June after he was removed from the Chiefship. when he had not in fact any Authority to give such receipts — and which were antedated to a

period

period at which his power was existing, to prevent a Detection of the said Transaction having taken place after his power had expired — and these Receipts also appear to have been given for money received three, four or five Months previous to the date thereof but the Amount was not brought to Account untill the Eleventh of June under the date of the Tenth of that Month — these Circumstances as also the Suppression of the Credit that ought to have been given to these — Respondents on Account of his own Settlement to make up for a Sum of Money received on Account of Mr. Morgan Williams Settlement and applied to his own use and many other Circumstances Appearing on the Proceedings and Evidence plainly testify that if the said Appellant did deliver in his Accounts that the Counsil were so sensible of his power as Chief to receive these — Respondents Revenues and solely and independantly to keep the Accounts thereof that they took it for granted that he did not misuse it — and sensible also that he had it in his power to misuse it without a power on their

parts

parts of detection and these Respondents say that the Witnesses Deposing to the said Interrogatory could not give any Evidence Grounded upon Law Equity or Reason that can avail the Appellant in his design of Drawing the Council into a Responsibility with him, and the Appellant doth not make use of any Argument or give any construction upon the said Evidence which carries any other demonstration than that the Appellant had deceived his Council and betrayed the trusts reposited in him by these Respondents to his own private Interest And these Respondents further say that the Twenty Second Interrogatory goes to a Genral question whether the Chief and Council of Masulipatam were responsible for arrears the twenty third to the Comparison of Juggapahs arrears with other Renters the twenty fourth goes to the proof a Letter sent to Samuel Statham the Contents of which he says he unacquainted with to the twenty fifth Interrogatory William Debbyn Deposes

Deposes that the Appellant did deliver in an Account between the said Juggapah and these Respondents that he had Delivered in a Minute prior to Juggapahs bad Credit and distressed Situation and did in Conceguence think it unnecessary to make any remark thereon Andrew Scott deposes to the Transmitting of the said Account and to the dis approval thereof by the Board of Revenue these three last Depositions are not in any manner in point excepting to prove that the appellant undertook to lay before his Council an Account as between these Respondents and the said Juggapahas which he knew to be wrong the Deposition to the twenty sixth Interrogatory these Respondents say the Appellant hath erroneously recited because the said Andrew Scott doth not Answer in the affirmative He says to the best of his belief it was the practice during Mr. Daniels Chiefship for Coomanah a Brammy to have the immediate Charge of the Cash tho he says first under the Authority of Vencatarayalo and then of Juggapah does not know what had

bein

been the practice during Mr Williams Chiefship and Mr Williams in his Deposition to the seventh Interrogatory to him exhibited Saith he doth not believe that Juggapah did collect any payments from the Zemindars during his Chiefship He Conceives it to have ben the practice for the person in Charge of the Cash also to receive payments from the Zemindars as from time to time directed by the Chief It Appears by Arthur Long ford Cook and Jyalamby's Evidence that Juggapah only had Charge of the Cash untill October One thousand Seven hundred and Eighty Six and if the Appellant did not think him trust worthy in the Instance of Keping the Cash, he did not, or at least ought not to have trusted him with the Collecting of these Respondents Revenues and further to bring them to these Respondents Cash or Treasury and these Respondents in order to shew that if he the Appellant did employ the said person to receive the Rents and Revenues of these Respondents Districts that he ought

ought not to have done so pray to annex a part of the Appellants Rejoinder to wit And the Defendant saith that he 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 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 Expenses and other Occasional Disbursements Appear in the Account Current annexed unto his Answer as more particularly the said Juggapah these are the Appellants own words contenued constantly in debt to him the Appellant He therefore did not employ him otherwise then as these Respondents Dubash or Interpreter By which it is Evident that the Appellant did not himself think him trust worthy of his own private Cash yet he pretends that he thought him worthy to be trusted with

these

these Respondents publick Revenue It is not possible that ignorance could lead to such a repugnance the appellant could not possibly hold himself under any obligation to employ the said Juggapah in these Respondents publick Concerns because such an Obligation could only have been laid on him by the positive unconditional orders of these Respondents or of their Agents their President and Council at Fort St George Which Order if such had been given it would nevertheless have been the duty of the Appellant to have represented as having become prejudicial and indeed dangerous to their affairs and to have informed them that as he did not think him worthy to be trusted with his own private Concerns that he could not consciencesly continue to employ him in their publick Concerns without Representing them the fatal hazard that Attended his so doing But it Appears by the proceedings and Evidence that the Appellant did not only trust him or pretended to trust him with the Receipts of these Respondents Revenues without Authority so to do but that the said Juggapah did as the Appellant pretended that he did Appropriate to his own use Several Large Sums of Money the property of these Respondents— and that the Appellant was so connected with the Character and fortune of this person that he gave official Receipts antidated as these Respondents Chief for this Money after he was Divested of that Authority to conceal the Delinquency and default of the said Juggapah and indeed rather his own— and that the Appellant did therefore make it so much a duty as a Necessity to Conceal this Conduct of the said Juggapah from these Respondents and their Agents that on the Ninth of July following scarcely a Month after his said Removal that he addressed a Letter to these Respondents Agents in laudable and Commendatory terms of the said Juggapah and held him up to them as a person worthy of their Confidence and particular favor and protection— the Twenty Seventh Interrogatory only goes to prove that the Appellants did patronize the said— Erroneous Account and the said Deposition is— further very immaterial otherwise to the Merits— of

Points of this Cause — to the twenty Ninth Interrogatory
William Dobbyn deposes that the Appellant delivered
in the Exhibit C. the day previous to his resignation
and he again confirms his Often before declared belief
at the time that it was as payment of part of
Juggapahs Balance to these Respondents and that
he was not consulted respecting it — It Appears by the
Evidence that this Witness was the only Councellor —
at Masulipatam at the delivering over the Chiefship
James Hodges was only Appointed to Council —
there on the Occasion of the Appellants removal
to the same Interrogatory Andrew Scott deposes that
that he does not think that the Zemindars who
had Actually made payments to Juggapah as the
Companys Interpreter and customary Channel of
such payments During the Appellants Chiefship
could be justly compelled to pay the same over
again Whatever might have been the Manner
in which the Money so paid had been afterwards
Appropriated by Juggapah or otherwise — These —
Respondents

Respondents say that this is only an Opinion grounded on
the Authority he supposed Juggapah had from the —
Appellant during his Chiefship to recive the Rents and
Revenues from the Zemindars and does not at all remove
the responsibility of the Appellant for the default of the
person he had thus Authorized and upon the supposition
of the truth of Juggapah having Received this Money
from the Zemindars these Respondents say that their —
requiring the Appellant to give Receipts for it shews
that they paid the Money under the Appellants Authority
and that they were satisfied that they were satisfied that
they did so and the Appellant giving his Receipts for
the Amount puts the question of the Money having been
received under his Authority out of all doubts the same —
Witness Deposes that it has been customary to grant —
Receipts on Reciving a Bill of Exchange in favor of the
President and Council from any Zemindar or Renter —
on Account of Arrears due by them in the same —
Manner as if such payments has been made in Cash
These Respondents say that the Receipts alluded to in

these

this Cause were not given for Arrears, but for money before Actually paid by the Zemindars — The Zemindars did not give the Bill but Juggapah, who had Received or who the Appellant pretends had Received this Money and who had Applied it by his Account to the Appellants use — The Appellant was not bound to give Receipts for this Money if he was not Answerable for it and that he should have given the Receipts without informing the Council of any Circumstances Attending the Transaction, was in fact taking every reproach and every responsibility of it on himself

These Respondents say that further Witnesses Were examined by them these Respondents and also by the Appellants at Madras — and Among others Charles Nicholas White these Respondents Secretary to the Publick and Revenue Departments at Fort St George Who to the Second Interrogatory Deposes to the Appointment of the Appellant to Council at Fort Saint George on the Twenty fourth day of January One Thousand Seven hundred and Eighty Six and to his then taking the Oaths of Allegiance and office and also the Revenue Oath directed by the Act of the 24th year of his present Majesty Chapter the 25th and also to his Appointment as Chief of Masulipatam on the Eleventh day of April One thousand seven hundred and eighty Six in the Event of Mr Claud Russell Declining that Station — and further to his Appointment as Chief of Masulipatam on the fifth day of May One Thousand seven hundred and eighty six as Appears by the Several Exhibits N. 29. 30. 31. The said Evidence to the third Interrogatory proves the Exhibits N. 32. being a Copy of a Letter from the Appellant to these Respondents Agent under the date of the Ninth of July One thousand seven hundred and eighty seven — To fourth Interrogatory he Deposes to the said Juggapah being indebted unto these Repondents in a Considerable Sum of Money at the time that the Bills of Exchange in question marked A B and C were drawn on Account of the Lands and Farms rented by him from these Respondents and that the said three Bills

of

of Exchange still Remain unpaid and undischarged —

To the Fifth he Deposes that it has not been customary to protest Bills and it hath not been Represented by the Chief or Council of any of the Factories or Subordinate Settlements as prejudicial to the Affairs of the persons giving such Bills at such Factories or Subordinate Settlements —

Arthur Longford Cook before mentioned deposed to the Second Interrogatory administered to him — that Juggapah was Renter and Interpreter — But he says the Appellant did not employ him in his private affairs — Indispraf Whereof they these Respondents refer to the Account annexed to the Appellants Answer The said Witness further saith he believes that Juggapah was employed in the publick affairs of these Respondents by the Appellant as these Respondents have already shewn from this Deposition — The Deponent says he was private Secretary to the Appellant during all the Appellants Chiefship he knows he says that there were money Dealings and transactions between the Appellant and Juggapah but does not know to what Amount which Appears extraordinary as he Deposes that he knows the Amount Annexed to the Appellants Answer — Says he knows and believes that Juggapah was indebted considerably to these Respondents in april May and June One thousand seven hundred and eighty seven but does not know the exact Amount says the Appellant was Treasurer and Keeper of these Respondents monies and Cash — That the Respondents Monies and Cash were kept by the Deponent in his Chamber at these Respondents Garden Respecting the Bill drawn in the name of the Calindee Vencatarum Nauze the first Bill for Fifteen thousand Madras Pagodas — He says the money was paid to Juggapah for the Bill. It was paid out of these Respondents Cash or Treasury and was at the same time paid by Juggapah in part of a Sum of Thirty Thousand Pagodas lent by the Appellant to Juggapah Tyatomby deposes that the Amount of this Bill was taken out of these Respondents —

Monies

Monies on the Tenth day of June One thousand seven hundred and eighty Seven the Bill was drawn the Fifth of May and the Transaction of the Leips in the said Deposition afore alluded to had ben extinguished by a Debit to Cash in favor of Juggapah on the Eighth of February near three Months previous to the Drawing of the Bill — He further deposes that there was another Bill taken about the Month of May One thousand Seven hundred and eighty seven by the Deponent for fifteen thousand Madras Pagodas — It is observable the Deponent in Speaking of this Bill and the former Bill, does not mention Chief and Council, but only the Appellant to have ben the person who took the Bill from Juggapah in favor of the President and Council at Fort St George on his Vakeel Chilacalapoody Setteramiah — He says he Believes the Amount of the Bill was paid and says that about the same time Juggapah paid the Appellant the said Sum of Fifteen thousand Madras Pagodas on his private Account as the remainder of thirty thousand Pagodas borrowed from the Appellant Knows that

Juggapah paid the Appellant on his private Account in May and June thirty thousand Madras Pagodas — He knows of another Bill received by the Appellant the Morning he was removed for forty three thousand two hundred and eighty three Pagodas four fanams and seventy seven Cash in favor of the President and Council by Juggapah upon his vakeel Setteramiah — That it was taken and received by the Appellant on Account of Money Juggapah had received from the Zemindars and others but had not Accounted for With the Appellant till the morning of his departure — He says he had heard that those three Bills were accepted but believes not paid — The same Witness for the Appellant Deposes that he believes that the several Sums of Money Debited and Credited are justly due and owing as charged in the Account A Signed Charles Floyer Balance Whereof is Sixty nine thousand nine hundred and thirty nine Pagodas thirty nine fanams and forty nine Cash — This Account is Dated Twenty third September One thousand Seven hundred and eighty Eight — The third Deposition goes to prove the Signature

of

of Juggapah to the Account marked B Balance is
Seventy three thousand eight hunared and forty three
Pagodas thirty eight fanams and Eleven Cash this Account
is dated the Thirtieth of April one thousand seven
hundred and eighty seven the same date as the Account
referred to in the proudings to have been settled by the
Appellant and by him laid before his Counsel
as between these Respondents and Juggapah — These Respondents
pray to observe that the Soucar Lists for thirty thousand
Pagodas for the payment of which the two Bills for
Fifteen thousand Pagodas each are pretended to have been
taken by the Appellant the appellant is debited with
in the Account B, under the date of the Eighth day
of February One thousand Seven hundred and eighty seven
and as this Account was closed Antecedent to the
taking of the said Bills they cannot without disproving
both the Account and the Evidence of the said Arthur
Longford Cook, be allowed as given in payment of a
Sum already paid — The said Sum of thirty
thousand Pagodas taken out of these Respondents

Treasury for these Bills on the Eighteenth of May and
Tenth of June One thousand seven hundred and eighty seven
must have been and evidently were taken by the Appellant
on his own Account independent of this Transaction — which
proves that besides Thirty thousand Pagodas received from
Juggapah on his private Account under the date of the
Eighth of February that he received a further Sum from
out of these Respondents Treasury on the said Eighteenth
of May and Tenth of June — the same Witness says that
this Account was reversed and signed by the Appellant
There is no reason given for this sudden Settlement of
Accounts between them Deposes further that the
Appellant ordered Juggapah to make him the
necessary advances of Money for all Disbursements —
This is the Act and office of an head Dubash and
it Appears that Juggapah did make these advances
to the Amount of upwards of Six thousand Madras
Pagodas — The Deponent is less positive to this
Account than to Account A Believes the several
Sums Credited in this Account from Twenty fourth
July to thirteenth April One thousand Seven hundred
and

and eighty seven were actually lent and advanced and he says he believes that the most if not all were advanced for the purpose of Discharging his Rists to these Respondents — The whole of this Account on the Credit side these Respondents say has the Appearance of contrivance Misrepresentation and concealment a Sum of Five thousand Pagodas is most strangely Credited as having been lent on note of hand on the very day it was closed — and this note Appears to have been discharged the same day by another note for the Balance of seven thousand three hundred and sixty three Pagodas four fanams and nine Cash — The Deponent then proceeds to testify that the two Bills of Exchange for Fifteen thousand Pagodas each were Delivered by the said Juggopah to the Appellant and that thereupon the Sowcar Seps were Delivered — These Respondents pray to observe that it Appears extraordinary that the Appellant should have made this Account an Instrument of defence and nevertheless should not have Supported it by any connected or consistent evidence in order that a light might be thrown on its obscurity and the Apparent Contradictions in it be made to Approach in some Degree at least to the line of truth — The Seventh Deposition speaks of the Sum of Twenty eight thousand Madras Pagodas suppressed in the said Account and the Deponent saith that it was a Sum of Money paid to Juggopah by the Appellant for a Sep of Gerderdoss for that Sum payable to the Appellant on Account of Juggopah and he says that the Sep was delivered to Gerderdoss after he had paid the Money Gerderdoss in his Evidence says, Juggopah paid him Principal and premicon for this Sep, given by him to Juggopah in the name of the Appellant and that he paid the Money to the Appellant and that the Appellant induced him to Destroy the Sep — the same Witness to the eighth and ninth Interrogatory deposes to his great intimacy with the Appellants Affairs and Accounts But he hath not given his Deposition to the Account B consistent with that intimate Knowledge — To the Tenth he deposes that before the Cash was kept at the Companys Garden — That is before

before October One thousand seven hundred and eighty six
the Appellant was supplied with the necessary Sums
wanted for publick Disbursements by Juggapah that
all Money from different Residences were brought to
these Respondents Garden for the Appellants knowledge
and inspection, During the time the said Juggapah
kept these Respondents Cash and when inspected such
Sums were again Delivered to Juggapah with orders
from the Appellant as Chief to dispatch the same to
the persons for whom they were designed — To the Eleventh
he deposes to the tender of the Bill C. by Juggapah to
the Appellant and Acceptance thereof solely and to his
handing it over to the persons who succeeded him —
The Appellant did also examine the said Charles Nicholas
White Who to the Second Interrogatory Deposed to the
two Setts of Bills for Fifteen thousand Pagodas each
and another for Forty three thousand two hundred
and eighty three Pagodas Four fanams and seventy seven
Cash being remitted during the Chiefship of the
Appellant and that one for Fifteen thousand —

Pagodas Drawn by Juggapah in the name of Caldindy
Vencatararm Ranze on one Vencapah at Madras was sent
back to Masulipatam for non Acceptance was returned
to the Presidency on some Arrangement taking place
at Masulipatam for the payment that it was afterwards
Accepted but no part of it paid to this day He speaks
likewise to the presentment and non payment of the
other two Bills — That they were not protested as it
had not been usual for these Respondents to Protest similar
Bills that the Bills were all returned to Masulipatam
The same Witness in addition to what the Appellant
hath recited from his Deposition to the fourth
Interrogatory says that he conceives that a greater degree
of Responsibility is supposed to be attached to the Chief
than to any individual Member — the Chief is Cash keeper
and it has been usual for him to have the executive
Duty in negotiating with the Zemindars and
in collecting the Revenues from them and the Renters
To the Fifth he deposes to the payment of Bills
remitted in July drawn by Juggapah on his Vakeel

to

Cutral — To the Sixth to orders sent to Mr. Morgan — Williams in March One Thousand seven hundred and eighty six to send Fifty thousand Pagodas which was sent in May One Thousand Seven hundred and eighty Six by the Ranger to the seventh Deposes to the Chief being authorized in Consequence of his Minute of the Thirtieth of June one Thousand Seven hundred and eighty Six to receive such Bills tendered to him, as he might Judge good and to as great an Amount as he might think they would admit of having transmitted to the Presidency — To the Eighth Speaks of Bills Drawn by Juggapath in one thousand Seven hundred and eighty Six being paid — To the Tenth he deposes that Bills were received from September to April One thousand seven hundred and eighty seven Board of Revenue wrote a Letter in March One thousand Seven hundred and eighty Seven concluding that there was upwards of one Lack of Pagodas in the Treasury at the End of March — To the Eleventh Juggapath had been in the habits of Drawing Bills But these Respondents say that Juggapaths

Juggapaths was not a casual failure But brought about by the extortions of the Appellant To the thirteenth the same Witness Deposes that other Renters had been much more in Arrears than Juggapath — These Respondents say that this Action is not for Arrears the said Interrogatory therefore and any other to the Credit of the said Juggapath previous to the Corrupt Transactions the Appellant had with him, are foreign to the Cause in question further than that they prove that the Appellant was the Cause of his Loss of Credit — To the Fifteenth he deposes that he doth not recollect that any Specific demand has been made on Juggapath for the Amount of the three Bills of Exchange on which the present Suit is founded But that the payment of his Balance has been Demanded long since the commencement of the present Suit — The Appellant hath entirely misrecited and Suppressed these Depositions To the Seventeenth Interrogatory the same Witness deposes that the particulars of the Bills with regard to dates and their return to Masulipatam for non Acceptance and non payment are replied to by the third Deposition,

and

and further said that the Chief and Council were on returning the said three Bills desired to give notice to the persons from whom the Bills were received at Masulipatam With respect to the delay in acceptance and payment and to require a full explanation on the Subject in having tendered such Bills—

The said Evidence to the additional Interrogatories Saith. to the Second that Lukhumanarsimulu pundit and others were more in arrear than Juggapah if the Sums for which the present Suit is commenced are not included To the Eighth he deposes to his belief of the Exhibit N.o 5 Thomas Cockburn on behalf of these Respondents prove the Exhibits N.3 Annexed unto these Respondents Bill of Complaint and Deposes to the Error of the Account introduced by the Appellant as between these Respondents and Juggapah dated Thirtieth April one thousand seven hundred and eighty one Iyalomby on behalf of these Respondents to the second Interrogatory proves the mode of keeping these Respondents Cash and Cash Accounts of Masulipatam and saies

this duty and Office on the Appellant immediately and he deposes to Twenty One thousand Madras Pagodas being sent in a Box to the Appellant in that Capacity under a Guard of Sepoys that no part of it was brought into these Respondents Treasury Fifteen thousand Pagodas was taken by the Appellant for the Bill of Fifteen thousand Madras Pagodas Drawn in the Name of Culdindy Vencataram Rauzo and the remaining Six thousand Pagodas was taken by him on Account of his Salary This Money was sent to the Appellant by Mr. Westcott, who was at that time one of the Members of Council as Appears by the Deposition of Mr. Dobbyn— To the Ninth he Confirms the former Testimoney more fully— In his Tenth deposition he says the same as to the former, and moreover that these Respondents Cash. was Credited for the other Bill of Fifteen thousand Pagodas Drawn by Juggapah by the Order and direction of the Appellant Solely— and to the Eleventh also, that these Respondents Cash was Credited by the order and direction of the Appellant for the Sum of Forty three thousand two hundred—

and

made in all probability to himself by the
Appellant made excuses thereto of inability
that he was in Arrears to the Sowcars and
he could not procure Bills of Exchange from
until he had discharged the arrears due to
The said Deponent saith that he was sent again
the same dark message to wit to ask for the
Bills the said
Juggapah has spoke of not to
the said Juggapah again pleaded inability until
had discharged the Money due to the Sowcars
That a few days thereafter Juggapah wrote the
Note to acquaint the Appellant that Jugg
had desired one Cojah Bagram an Armenian
Merchant to assist him with a Sum of Money
who had stated his incapacity to furnish him
with many Cash but would grant him a Bill
Credit on his Correspondent at Masras for
The former part of this Deposition shews the
the Application for the two Bills is all a

Repetitions of it all came from the Appellant that the
Evidence was not entrusted with the Secret — But only
to carry Messages between them in obscure words —
and it appears also by the last Message from Juggapah
that he had obtained a Credit in Madras that would
furnish him with a quantity of Goods which last —
Circumstances these Respondents say proves the place on
which the Bills were required and added to the time
the Application for the Bills was made and attention
being also given to the real and true state of finance
the said Juggapah was then in so as to be reduced —
to the necessity to accept of a Letter of Credit that
was to be furnished from the uncertain Sale of Goods —
From and Combine a solid and irrefragable Evidence of
of this Dark Negotiation being for the two Bills —
of Fifteen Thousand Pagodas each and particularly —
as the said Appellant did approve of this pretended
mode of providing for the payment of the Bills
and as upon his pretended Approval they were —

drawn

drawn these Respondents say that the said Juggapah must have been Drained of every other resource that could possibly be drived from his high and Confidential Rank and station as Renter of these Respondents principal Lands within the District of Masulipatam as well as barred from every means. that it is natural to suppose the end of his Rank and station solely would have procured him and must indeed have been destitute of every resource apperently Creditable to have Degraded himself to so low a Step as to accept the Assistance of an Armenian Merchant not to supply him with a Letter of Credit for money but for Goods which in all probability the Armenian Merchant could not sell — and these Respondents further shew that they did also examine Cassinadoney Venaypah Vakeel to Culdindy Venataram Ranze the person in whose name the Bill of Exchange A was drawn thro the means of Juggapah by one Banpiah

This Witnesses Deposes to the hand Writing of the Signature not being the hand writing of the said Culdindy Vencataram ranze but of Banpiah — That it was not Drawn upon him on Account of Juggapah and drawn by Banpiah — The Bill was presented for acceptance by some of Mr. Whites people and that he refused to accept it because he had not received any order from Culdindy Vincataram ranze for that purpose — He afterwards accepted it being furnished as he saith with the sum of Five thousand and five hundred Pagodas by Mr. James Amos, in consequence of the request of Juggapah in part payment of the aforesaid Bill. which he says he paid to Annachettum Chetty these Respondents Shroff — These Respondents say that there must be a mistake on this Evidence either in point of fact or in the payment of the money on some other Accounts as it is not possible that the said Money could be paid on this Account For these Respondents say

that

that it Appears by the positive Evidence of the said Charles Nicholas White these Respondents Secretary that no part of this Bill hath been paid — and so it Appears by the whole tenor of the Evedence as well on the part of the Appellant as on the part of these Respondents and also by the proceedings throughout all which it is one of the points agreed upon and in Issue, that the said Bill or any part of it has not been paid For if it had been otherwise it would have been in issue what Sum had been paid — If any by whom it was paid when it was paid and to whom and whether the person to whom it was paid was authorized to receive it and who was and whether any receipt or Discharge had been given on the back of the said Bill or else where or otherwise and by whom In answer whereto it Appears by the Bill that there is not any receipt given on the back of it. or else where It appears that Mr White these Respondents Secretary presented the Bill for Acceptance and was the only person who appears Authorized to give a receipt and which he would certainly have given if any money had been received on Account of the Bill and there not being any receipt of any kind from any one the said Bill is Evidence against the payment The payment to Arnachillum Chilly is quite out of the way The Appellant hath examined him but hath not presumed to do so to that point knowing Doubtless that no money had been paid to him on that Account But in Case he had examined him to that point it would have been requisite to have examined him also to his authority to receive money on these Respondents Account without or only by orders of the said Charles Nicholas White or some other of these Respondents agents But even upon the Supposition of the truth of this payment It cannot be allowed without shewing that Arnachellum was a person to whom the

payment

payment could be legally made — Nor doth it
Appear when this pretended payment was made
but only that it was made to arnachellum Chilly
who doth not say any such thing and the said
Charles Nicholas White positively says that the said
Bill or any part thereof was not paid these
Respondents say that in weighing of these Evidence
the Mayors Court did doubtless
the extraordinary unfavorable Circumstances under
which this Bill of Exchange had been applied
for and the no less Discreditable mode of payment
that had been tendered and adopted previous to its
being Drawn and its having been drawn in the
name of a person without his knowledge or even
subsequent consent obtained and also to the manner
of taking the Amount of this Bill from money
sent to these Respondents Treasury and slept by
the Appellant for the payment of it without
suffering it to reach that depositary for which
it

it was destined the said Court did also undoubtedly
weigh the Credit of the said Evidences in the scale of
indifference to the point in question and upon a fair
equipoze of this and other probable and presumptive
Evidence, preponderating against the payment of
this money — They did not allow the Evidence thereof
to influence their Judgement But Decreed thereupon
According to the Right and Justice of the Cause —
The Appellant also examined sundry Witnesses as to
the Necessity of protesting Bills of Exchange in
General without putting the question of Bills of
Exchange fraudulently taken for the purpose of the
Money or Amount of Bills so drawn being
Appropriated by the Factor to his own private use
to the Damage and injury of his Constituent
The Appellant also examined sundry Evidence as to
Juggapahs Arrears in Comparison with Arrears
of former Renters and also to Sums received by
the Appellant as Chiefdawny his Chiefship and remitted to these
Respondents

Respondents Agents and also to the responsibility of the Chief in Cases of Mismanagement all grounded upon general questions which could not possibly furnish any Evidence of the particular Matters Wherewith the Appellant is charged and called to Account — and as a further Answer to the said Appellants Petition wherein he hath undertaken as he pretends effectually to expose the falsity of the Charges in these Respondents said Bill contained and to Demonstrate their total want of foundation &c — These Respondents say that whether the Appellant had or had not greater Authority than his predecessor It appears that he had it in his power to effect the Mischiefs to these Respondents Affairs and to do them the Injury Complained of by them and it is fully proved that the Appellant had greater Authority than any of his predecessors in that Department of their Affairs which related to the procurement of Bills of

of Exchange to be remitted to these Respondents Presidency at Fort Saint George and that he was in the execution of that Authority regardless of his Publick Duty and mindful only of his own private Interest and as he also was in every matter Complained of by them in their said Bill and in Answer to the Advantages that the Appellant Claims from no objection as he pretends having been made to the three Bills in question but that the Council were unanimous in their Consent to Transmit the same to the Presidency —

These Respondents say that the Appellant cannot drive any legal Advantage therefrom without the Appellant had also shewn that they were unanimous in agreeing to the Deceitful and fraudulent manner in which the Bills were taken and that they had known that no Value had been paid for the said Bills But that the Value expressed to have been given for the Same had been

been taken from these Respondents Treasury and had been converted and Applied by the Appellant to his own use of which the Appellant doth not pretend that they or either of them were informed therefore their being unanimous that is their not making any objection to the Transmitting of the Bills of Exchange which the Appellant was authorized to take upon an assurance of the same being good could only arise from a Confidence in and Reliance upon the Appellants integrity that he was well assured of the goodness of the said Bills and from the Assurance of the Appellant himself given that their were good as it is not to be believed that he informed them that he know that they were bad The said Council therefore being unanimous is an Evidence of the Artifice made use of the Appellant to keep them in that Sentiment under false pretences and by Suppressions of the real Facts respecting the said Bills which he alone was

was acquainted with — These Respondents further say that the Appellant hath not made it appear that he delivered in any Accounts to his Council containing the Transactions of the said Bills of Exchange Except the Account he Delivered in on the day he delivered over the Chiefship When the Conduct of the Appellant During his previous Chiefship was no longer liable to be Disputed between him and them But the said Transactions were afterwards discovered by the Council and by them disclosed to these Respondents Agents to have been the ground of false Accounts and for the Voluntary omissions and malversations in making up of which he is now called to Account and these Respondents say that however the Appellant may rely on an exculpation of his Conduct upon the Suggestions of the whole thereof having been under the Controul of his Council These Respondents say that this pretence seems to be his only reliance for he doth not say that he

he did not do wrong, but he Justifies the wrong, by saying that his Council had Justified it and tell every thing right that was a miss in it by not having Disproved thereof which by plain inference is no more then saying that he ought to be exculpated because he deceived his Council and that they had not Detected him in his imposicions on their Confidence and further in the Appellant had no power independent of his Counal He is on that Ground culpable in in having exercised an independent power for injurious purposes to wards these Respondents and if he had an independent power, he is equally culpable for having misused it — And these Respondents say that the proceedings at large and the whole tenor of the Evidence thereupon unequocally declare and prove the several Charges in their said Bill setforth, and that they have been injured and damnified in the manner and to the Amount by them therein Charged and that this Damage and injury has been done

done and committed by the Appellant and by no other person He was in posession of their Treasury was keeper of their Cash Accounts of Receipts to and Disbursments from it and was the only person who was Authorized to give Receipts to these Respondents Tributaries and Renters for money by them paid on Account of their Rents and Tributes and the Appellant under these Trusts took from their Treasury the several large Sums of Money by them Charged and which independent of those he could not have done It further Appears that as keeper of their Books and Cash Accounts the Appellant anticipated their Debits and Retarded their Credits and suppressed both at the sole Suggestions of his own prevale Interest and under the most favorable Circumstances given in exculpation of himself in respect of his giving the Receipts in question it Appears that he undertook to Discharge their Tributaries and Renters by his sole Receipts and debited their Cash for the Amount of Money therein Acknowledged to have been received by

by himself which he now pretends he knows they had been Defrauded of These are allacts he did as Chief and which he could not without that Trust have effected The Authority the Appellant pretends to invest Juggapah with by alledging the use of the servts to leave these Respondents Rents and Revenues and that he was posessed of that power even independent of him as Chief and of the Counal is too absurd to need refutation These Respondents have fully shewn that it could not be and was not the Case nor is it posible that such and inconsestent and incongruous an Appointment could exist It is subversive of the fundamental order of all Government, and every Idea of the indispensable Subordination of Inferiors to their Superiors

And these Respondents say that they have in the Course of their detail of the Evidence on both sides taken the Advantage of explaining their own and pointing out the inconsistency and Error in that of the Appellant so as to make it unnecessary to go through a Repetition of the refutations that might otherwise be easily shewn to the Appellants pretended Detection of fallacy of the Charges in their Bill contained and of the Evidence produced in support of it

And in Answer to the further several Causes and Reasons particularly given by the Appellant for Appealing from the said Decree they these Respondents say, that they are advised that the said Mayors Court had good foundation whereupon to Ground their said Decree, and these Respondents say that they have Substantiated the several Charges set forth in the said Bill by the Testimony of Legal Witnesses, notwithstanding the denial thereof by the Appellant and these Respondents say, that they are further advised that their said Charges are not refuted by their own proof or that they are otherwise abandoned and that the support given thereto is grounded upon unequivocal and positive Evidence as fully as the Nature of the Case would admit or as the Law Doth require and these Respondents say that all of

of their said Charges are so fare admitted by the
Appellant in point of fact in his Answer and Rejoinder
that the Justification thereof by Evidence did —
Dependupon and became the Legal burthen of the
Appellant and that it was his duty to have shewn
that he was authorized therein and that what he so
admitted was not in its Consequences any way —
prejudicial or Detrimental to these Respondents, and
that the same was not only done with the view to the
prosperity and advantage of their affairs under his
Management and Direction as Chief, but that the
same were in their Consequences not productive of
Effects tending to their prejudice Loss and injury —
and these Respondents having fully & clearly on their
parts proved, that they did Sustain a Loss and injury
by the misfeasance and breach of Trust of the
Appellant to the Amount and in the Manner by him
Charged these Respondents say, that the said Decree
of the Mayors Court given thereon is not erroneous

and

and they are advised that the Appellant is not
thereby greatly or in any Degree aggrived —

To the Second — These Respondents say that they do admit
that not one of the three Bills of Exchange for the
Amount of which the present Action is commenced
were protested for non Acceptance or non payment,
and they have setforth that the protesting of Bills
for non Acceptance or non payment has not been
usual or Customary in like Cases and these Respondents
have particularly Answered what the Appellant hath
so much insisted upon from the Evidence of the
said Andrew Scott, and have shewn that the said
Evidence upon regard thereto being had is no way
Different from that of the other Witnesses, who have
examined to the same question But even upon an
Allowance of the said Evidence of his having known
a single instance of protesting a Bill, the same is in
itself Evidence against the advantage the Appellant
would wish to Draw therefrom, to shew that the
protesting of Bills of Exchange had been the Custom

because

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Appellant in point of fact in his Answer and Rejoinder
that the Justification thereof by Evedence did —
Dependupon and became the Legal burthen of the
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said Andrew Scott, and have shewn that the said
Evedence upon regard thereto being had is no way
Different from that of the other Witnesses, who have
examined to the same question But even upon an
Allowance of the said Evedence of his having known
a single instance of protesting a Bill, the same is in
itself Evedence against the advantage the Appellant
would wish to Draw therefrom, to shew that the
protesting of Bills of Exchange had been the Custom

because

because the same is proof that the protesting of Bills had not been the Custom on these Respondents sons But these Respondents say that the protesting and protesting of the said Bills or either of them would in the Operation of Law or indeed in the Nature of things make the Appellant more or less responsible than he had rendered himself by his breach of Trust in the first instance, and the said plea doth in no manner acknowledge that responsibility But that the Appellant sukes to exonerate himself from upon the Ground of a Neglect of these Respondents upon a formality by him supposed to be Requisite to warrant their present Action and that by supposed Neglect these Respondents had abandoned their right and Justified the Intent of taking the said Bills however illegal and unwarrantable — But these Respondents say that what has once been a fraud on the Appellant did always remain a fraud for

which the Appellant was and is liable to account unto these Respondents Agents in manner by them Charged and setforth The said second Objection to the said Decree Must therefore with Submission be regarded by this Honble Court as futile and Vague and held out by the Appellant as a mere instrument of Litigation — and these Respondents say that the foregoing is also a suffecient and full refutation and Answer to the third Objection

To the Fourth — These Respondents say, that altho it may Appear as is Setforth by the Appellant that the Board of Masulipatam was constituted of a Chief and Council and who may not therefore Appear competent to any Separate Act, and that every publick Act that could be binding on the part of these Respondents may therefrom seem to require that the same should be performed by the Chief and Council in their Collective Capacity These Respondents say that from such the Appearance given by the Appellant of a necessity that the Act of every Member of the Board shall be

be the act of the Board they do not admit of the
Consequence drawn therefrom by the Appellant that the said
Chief and Council could not become responsible to these
Respondents otherwise than jointly and that not either of
them could become individually responsible for any act that
he might individually do to the Injury of these Respondents
Affairs nor do they admit of the Appellants further
Conclusion, that therefore the Council ought
joined in any Suit brought by these Respondents for
any act by which they may conceive themselves injured
without that the Chief and Council had jointly done such
an act whereby they had been injured and these
Respondents having solely Charged the Appellant with
the breach of Trust and Misfeasance in office whereby
they have been injured they have rightly commenced their
action against the said Appellant solely and they would
have brought the same improperly against the Council
jointly because they did not only not do the injury to these
Respondents jointly where with the Appellant is solely

Charged but they had it not in their power to
commit it Because the Appellant was solely the Keeper
of these Respondents Treasury and had the sole
Authority to give Receipts for money paid thereunto
and these Respondents say that the Appellant hath
not in any part of the proceedings nor by the Evidence
produced by him, in any Degree exonerated himself of
the said Charge individually brought against him
nor hath he shewn that the Council nor any of them
were party or parties in the said Matters complained
of and these Respondents say that the Appellant
hath admitted the said Suit commenced against him
solely to have been rightly brought in this that he hath
not Nominally shewn, who the said Council were, or
that there were a Sufficient Number to Control his acts
as Chief Even had they been informed of his misconduct
in the Matters Complained of and further in this that
by his Cross Examination of the said Council the said
Appellant did admit the said persons to be good
Evidence in the said Suit which these Respondents say

Could

Could not be were they proper parties thereto —

To the Fifth — These Respondents say that they are advised that the same is in a great part Answered by the foregoing Article But they further say that Notwithstanding what the Appellant hath Setforth that he the Appellant as Chief could not be supposed ever to act without the Counal — and for that reasons that the act of the Chief must be Considered as the act of the whole — and of Course were jointly bound thereby these Respondents say that this Argument is much of the Tenor of the Appellants — Defence through out the proceedings wherein the — Appellant hath not so much undertaken to exculpate — himself of the breach of Trust and Misfeasance in — Office as Chief of these Respondents Settlement or Factory of Masulipatam as to involve the Members of the — Council as parties therein — thereby in fact admitting that the said Charges are true and relying on this as the most advantageous Defence that he is nevertheless not solely responsible, but that the Council were jointly responsible and ought therefore to have been

made parties in the Action The Appellant no doubt hoping therefrom that they might thereby be rendered — Liable under the Decree of the Court and in Consequence to bear an equal share and burthen in the satisfaction of it —

To the Sixth — These Respondents say that they deny to have admitted the indispensable union of the Chief and Council in the Cases wherein they have held the Appellant — responsible as Chief and these Respondents say that the Minute Stated by them to have been entered by the Appellant for the sole purpose of procuring to himself the Sole power of taking Bills of Exchange to be — remitted to these Respondents Presidency at Madras is fully proved to have been productive of a greater extent of Authority in that instance than any — of his predecessors had and it is proved also that he exercised that Authority as well as that he abused it by deviating into a Conduct contrary to the — Assurances under which he obtained this extraordinary Confidence of the Council and which it is also

equally

equally evident that he rendered subservient to his own
private Interest and these Respondents say that if the
revers had been the Case and that the Appellant instead
of being invested with more extensive Confidential powers
than had been intrusted to and been exercised by his
Predecessors that his powers as Chief had been constituted
to narrower limits than had been confided to his
predecessors the Appellant would nevertheless have been
equally Answerable if he had stept beyond those bounds
of his Authority to do an act prejudicial to these
Respondents Affairs as they now have held him and
as he is Decreed to be for having misused those
Authorities wherewith he was entrusted and without
the possession of the Sole exercise of which it would
not have been possible for the Appellant to have
Done these Injuries to these Respondents that they
have Complained of

In Answer to the Seventh Objection against the said Decree
these Respondents say that they deny that the first
Bill

Bill of Exchange Exhibited under the Mark Letter A for
Fifteen thousand Madras Pagodas was taken in the
usual manner that Bills of Exchange had been
taken at the Chiefship at Masulipatam and these
Respondents say that the said Bill of Exchange was
taken in a manner and under Circumstances so
unfavorable to the honor Integrity and fidelity of
the Appellant as these Respondents Chief as aforesaid
as to make it a duty in the Appellant if the same
had not been wholy true to have given some answer
to the very particular charges respecting the same
instead of answering thereto by a General Justification
and as the Appellant hath supported his said objection
on the Ground of the said Bill being transmitted to
the Presidency by the unanimous Approbation of
the said Counal These Respondents pray to shew
from the procedings and from the Evidence that it
is not possible that the Counsil could have been
informed of the manner and under what
Circumstances the said Bill of Exchange was taken

and

taken and in order thereto these Respondents pray
to have recourse to the Letter of the Board at the
Presidency dated the Twenty sixth Day of March one
thousand seven hundred and eighty seven to the Chief and
Council at Masulipatam forming an opinion that from
the last report of their probable receipts and
Disbursments that they would have upwards of one
Lack of Pagodas in their Treasury at the expiration
of that Month and also to observe that that this
Letter was followed in a few days by one from the Board
of Revenue Dated the fifth of April One thousand seven
hundred and eighty seven expressing themselves in terms
of surprize at the large arrears Juggapah then
owed to these Respondents on Account of his Peishcush
and further to observe that it appears that on the
twenty Second of the same Month Mr. Dobbyn the
only residing Member of Council at that time sent
a Minute to the Secretary expressive of his Sentiments
upon the expediency of an investigation into Juggapahs

affairs

affairs — In Consequence Whereof it Appears that
the Appellant himself undertook to be the Patron of
Juggapahs Suspected Credit and Delivered into
Council an Account under the date of the Thirtieth
of the same Month whereby Juggapahs Balance was
Deminished to a Sum out of all Comparison less
than was represented by the Board of Revenues to be
owing by him the Suppression of Visits that he
ought to have been debited with and the bringing
to Account the two years Murafsy compose two
Sums that importantly mark the fiction of this
Account and Mr. Scott says that when the Account
was investigated in July following it Appeared that
Juggapah stood indebted upwards of Ninety thousand
Pagodas — These Respondents say that it is fair to
remark after the mention of this publick Account
Delivered in to Council by the Appellant as between
the said Juggapah and these Respondents by which
the said Juggapah is brought indebted to them for
a Balance so far short of what he really owed them.

that

that the Appellant did on the same day and date of the thirtieth of April settle his private Account with Juggapah whereby he is made indebted unto him in the enormous Sum of Seventy three thousand eight hundred and forty three Madras Pagodas thirty eight fanams and eleven Cash after having paid him the Appellant as appears by the said Accounts from the day that he stood eventually appointed to be Chief of Masulipatam To wit from the Eleventh day of April one thousand seven hundred and eighty six unto the sixth day of April one thousand seven hundred and eighty seven the sum of Ninety one thousand Six hundred and thirty four Pagodas forty one fanams and fifty seven Cash besides a further Sum of Twenty eight thousand Pagodas suppressed in the said Account making in all the sum of One Lack and nineteen thousand six hundred and thirty four Madras Pagodas forty one fanams and fifty seven Cash — which is made out in the following Manner To wit by the said

Juggopahs

Juggapahs promissory note for Current Pagodas thirty three thousand eight hundred and fifty six in part payment of the purchase of Nabobs new Consolidated Bonds at Forty per Cent discount dated the fifteenth day of April One thousand Seven hundred and eighty six being four days after the Appellant was eventually appointed to be Chief of Masulipatam as appears by the evidence of Charles Nicholas White to the Exhibit No. 30. which Sum has been proved by Evidence to be an excess of so much more than Consolidated Bonds were worth at that time — Because the said New Consolidated Bonds instead of being at Forty per Cent Discount only or Sixty Pagodas for one hundred Pagodas in Bonds are proved by the Evidence of William Balfour John De Fries and Frances Lautour to have been worth at that time only Seventy per Cent Discount or Thirty Pagodas for one hundred Pagodas in Bonds — A further Sum of Six thousand two hundred and forty four Pagodas five fanams and five Cash appears also in the said Account to have been received from the Tenth day of June One thousand

Seven

Seven hundred and eighty six paid for House Expenses and other Expences which payment is good Evidence of the said Juggapah having been employed by the Appellant as his Head Dubash the said Disbursments being of that Nature usually made by persons imployed in that Capacity and further Two other articles in the said Account one under the date of the Eighteenth day of February One thousand seven hundred and eighty seven Specifically debiting the Appellant to Cash for the following Bills given by Casavadoss to the Appellant on Jugapahs Account Thirty thousand Madras Pagodas and the other under the date of the eighth day of March following also debiting the Appellant to Cash for a Bill given by Gerardoss to the Appellant on his the said Juggapahs Account for Twenty thousand Madras Pagodas which Appears by the Evidence to be a Bill on Benares and Lastly the sum of Four thousand six hundred and twelve Pagodas thirty one fanams and Sixteen Cash composed of sundry as by the

Said

said Account may appear and exclusive of the aforesaid Sums a further Sum of Twenty eight thousand Madras Pagodas Suppressed in the said Account which was for another Bill received about the Month of September one thousand seven hundred and eighty six from Gerardoss and which Bill the said Gerardoss Deposes he was paid for by the said Juggapah and that he paid the same to the Appellant and he also Deposes that Juggapah paid him for the Bill on Benares being Twenty thousand Madras Pagodas with the premium and Interest on both these Sums agreed upon These Sums of Thirty thousand twenty thousand and Twenty eight thousand Madras Pagodas the Appellant is expressly Charged to have received on his private Account from the month of September One thousand seven hundred and eighty six to the month of April one thousand seven hundred and eighty seven from the said Juggapah and that he did not During all that time call Juggapah to Account to pay his arrears to these Respondents nor doth the Appellant pretend nor hath he in any manner proved that he did

demand

seven hundred and eighty six paid for House Expenses and other Expinces which payment is good Evidence of the said Juggapah having been employed by the Appellant as his Head Dubash the said Disbursments being of that Nature usually made by persons imployed in that Capacity and further Two other articles in the said Account one under the date of the Eighteenth day of February One thousand seven hundred and eighty seven specifically debiting the Appellant to Cash for the following Bills given by Casavadoss to the Appellant on Jugapahs Account Thirty thousand Madras Pagodas and the other under the date of the eighth day of March following also debiting the Appellant to Cash for a Bill given by Gerardoss to the Appellant on his the said Jeggapahs Account for Twenty thousand Madras Pagodas which appears by the Evidence to be a Bill on Benares and Lastly the sum of Four thousand six hundred and twelve Pagodas thirty one fanams and Sixteen Cash composed of sundry as by the

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demand

Demand or receive any Money from the said
Juggapah as Chief during any part of that time
on Account of his Arrears — Further more these
Respondents pray to observe that when Gerderdoss was
Applied to by Juggapah in the month of March for the Bill
on Benares the said Gerderdoss told him that he the
said Juggapah owed him a Large Sum of Money
and that he could not therefore give him a Bill this is
Evidence that the Credit of Juggapah was to the said
Gerderdoss doubtfull at that time and it must assuredly
have been better known to have been really bad by the
Appellant who had evidently been the Cause of it by
the large Sums of money he had received from him
without any Consideration and by the large Sums of
Money he the Appellant knew he owed these Respondents
and also by the further large Sum of money the
Appellant pretended the said Juggapah owed him
on his private Account.

The use that these Respondents

Wish to make of these recitals from the proceedings
and the Evidence is to shew in a plain and unequivocal
Light that all these private Transactions passed
between the said Juggapah and the Appellant
previous to the Direction of these Respondents agents
to transmit them one Lack of Pagodas and previous
to the representation of the Board of Revenue of the
large Arrears that Juggapah was in to these
Respondents and also to shew that the Appellant
Nevertheless and notwithstanding the Minute of the
said William Augustus Dobbyn thereupon, was so far
from laying these Circumstances of the real bad
Credit of Juggapah, that rested solely in his own
knowledge before the Council, that he certainly concealed
them from his Council, and undertook to be the avowed
Supporter of his Credit to them — and to draw a fair
Conclusion from the whole that the Appellant had
a design in so doing incompatible with that fedility
that he was bound in to these Respondents and that
he had at that time formed or that he afterwards

formed

formed a dishonest resolution of taking the advantage of the Discretionary Authority he had of accepting Bills of Exchange to be remitted to these Respondents Presidency independent of every other restriction than that of his own consciousness of their being good and without any further reference to his Council than his own assurances of their being so with the design it may be fairly implied to appropriate this Lack of Pagodas or the greatest part of it to his own use and to effect this purpose it may with equal fairness be alledged that the Appellant instead of compelling the said Juggapah to pay his Arrears to these Respondents and instead of using his publick Authority to discover the means by which he owed so large a debt to them and whether it might not have arisen from some private Transaction with persons in these Respondents service under his Orders and Government as Chief and instead also of using means to discover whether he had any property remaining or Credit upon which Funds could be raised to pay off his heavy publick Debt which it was his particular duty to

do

do as Collector & receiver of their Revenues and more equally as the Appellant had been already very culpable in this instance of allowing him to fall so much in Arrears — It appears astonishing but nevertheless true in every point That although the Appellant had himself been the Cause of this mans heavy publick Debt — and that there could not possibly be made any further private advantage of his timed Credulity to all other Conception yet the ingenious avarice of the Appellant Supplied this seeming impossibility with a resource of getting further Sums of Money if not immediately from the Coffers of Juggapah that had been long emptied at least by the means of Appanilling his name with the respectable array of solvency and Credit and thereby possess himself of the one Lack of Pagodas he had authority to take Bills for to be remitted to these Respondents Presidency The Appellant therefore having the execution of this Design in meditation Applications to Soucars and Merchants of Credit and solveney to give Bills on the

Presidency

Presidency would have totally defeated it Because they would not give Bills without receiving Value for them in order that they might thereby be enabled to provide for the payment of them — The Appellant therefore instead of making Application to Soucars or Merchants of Credit at Masulipatam did as appears by Evidence about the beginning of May one thousand seven hundred and eighty seven apply to Juggapah to grant him two Bills of Exchange on the Presidency to the Amount of thirty thousand madras Pagodas — The Evidence of Iyatomby shews that this Application was recevied by Juggapah with Surprize and was answered by expressions of regret at his inability and want of Credit either to procure Money or provide for the payment of the Bills — The evidence of this Transaction is much clearer than could be expected from the artifice of the plan and the Secrecy it was executed with For it appears therefrom that Juggapah had not Money Credit remaining — his asking the Appellant for money to enable him to provide for the payment of the Bills he evidently — knew would be in effectual and it is also evident that he was too much in the Appellants power and was over — whelmed with public and private Debts and had acceded too far in his Complainces with the Appellants calls for Money and had become too supple an instrument of his avarice to refuse executing any task however difficult — or Dishonorable he should exact from him and these Respondents say it appears that the said Juggapah — and knowing that the Appellant would not furnish him with Money to pay these Bills or either of them and knowing also that he could not by his own means or by any fair and direct means procure Bills of — Exchange on the Presidency to that Amount was — constrained and thereby in Consequence Applied to one Banpiah to Draw the Bill of Exchange shewn — under the Exhibit A on Cauvenadone Vencapah — at Madras Vakeel to Culsindy Vencataramah Dauze for the Sum of Fifteen Thousand Madras Pagodas in

Bill of Exchange exhibited under the mark **B** was taken in like manner as was stated to have been observed in taking the first Bill and in like manner received by the Council and in like manner transmitted by them to these Respondents Presidency — These Respondents say that the manner of the Appellant taking the said Bill of Exchange marked **B** is truly similar to the manner in which he took the former Bill whereupon these Respondents have lastly observed and the taking of same was clearly and evidently a continuation of the plan the Appellant had formed after he had received the order to remit one Lack of Pagodas by Bills on the Presidency to make the said Occasion subservient to his own private Interest as these Respondents have in part and will hereafter more particularly shew from the proceedings and Evidence and these Respondents do insist upon the ground of the proceedings and Evidence that the said Appellant did well known that the said Bill **B** drawn by Juggapath himself on his Vakeel Settaramiah also would not be paid by reason of the ruined and insolvent State of the said Juggapaths Affairs —

Because

Because it Appears by Evidence that the said Juggapath gave this information to the Appellant and because it Appears Evident that the said Juggapath knew that he was to receive the Value for the said Bill to enable him to provide his Vakeel with Means to pay it the Appellant however it may be fairly implied Silenced every Objection offered by Juggapath against the procuring or drawing of either of these Bills and he accordingly drew the Bill **B** on the Eighteenth day of May One thousand seven hundred and eighty seven upon his Vakeel which is in fact the same as drawing upon himself in favor of the President and Council at Fort St George — Juggapath delivered this Bill to the Appellant the Appellant took it from him and the same was transmitted to these Respondents Presidency under the assurance of the Appellant to his Council of the same being a good Bill and in further part of Remittance of the one Lack of Pagodas — and the Appellant did also as appears by the Evidence avail himself of the high trust and Confidence reposed in him as these Respondents Cashier and Keeper of these Respondents Treasury Credit these Respondents Cash for the

in favor of these Respondents President and Council at Fort St. George It Appears by Evidence that this Bill was signed by Bauptiah in the name of Cuddendy Venkatarau Rauze without his Knowledge or Consent and without having any Authority whatever so to do that this Bill was Delivered by Juggapah to the Appellant that the Appellant did receive it from him and did forward it to be transmitted as a good Bill to these Respondents Presidency in part of the said Cowle for the publick Service It is proved also that no sum was paid to Bauptiah or to Juggapah or to any other person for this Bill but that the Amount thereof was taken by the Appellant out of these Respondents monies and Applied by him to his own use and it is also further proved that this Bill was transmitted to the Presidency by the procurement of the Appellant by his Misrepresentation to his Counsel and Concealing from them the real friend and unfriendly Circumstances of its Negotiation — The Appellant nevertheless asserts that this Bill was taken in the

the usual manner that Bills had always been taken at the Chiefship of Vizagapatam and these Respondents further say that it Appears that this Bill was refused to be accepted because the signature thereto was not that of the person named to have drawn it and because there was not any advice from this person or other Orders to accept it and in consequence thereof that this Bill was returned for more Acceptance and that the Appellant instead of being discouraged at this first failure in his aforesaid attempt to Convert to his own use the Treasury of these Respondents solely under his Charge did, as appears by the Evidence of the aforenamed Andrew Scott to the fifteenth Interrogatory on behalf of these Respondents himself undertake to be the apologist for its Miscarriage and did procure the same to be returned to the Presidency with fresh acquired Credit under representations that were false and under Conditions that were never fulfilled These Respondents further say that the Eighth objection is fully Answered and refuted in their Remarks on the Evidence of Charles Nicholas White and Cassenadone Vencatiah

To the Ninth Objection of the Appellant to Wit that the Second

Bill

Bill of Exchange exhebited under the mark **B** was taken in like manner as was Stated to have ben observed in taking the first Bill and in like manner received by the Council and in like manner transmitted by them to these Respondents Presidency — These Respondents say that the Manner of the Appellant taking the said Bill of Exchange Marked **B** is truely similar to the Manner in which he took the former Bill Whereupon these Respondents have lastly observed and the taking of same was clearly and evidently a continuation of the plan the Appellant has formed after he had received the order to remit one Lack of Pagodas by Bills on the Presidency to make the said Occasion subservient to his own private Interest as these Respondents have in part and will hereafter more particularly shew from the proceedings and Evidence and these Respondents do insist upon the ground of the proceedings and Evidence that the said Appellant did well known that the said Bill **B** drawn by Juggapath himself on his Vakeel Sittaramiah also would not be paid by reason of the mean and insolvent State of the said Juggapaths affairs —

Because

Because it appears by Evidence that the said Juggapah gave this information to the Appellant and because it Appears Evident that the said Juggapah knew that he was to receive the Value for the said Bill to enable him to provide his Vakeel with means to pay it the Appellant however it may be fairly implied Silenced every objection offered by Juggapah against the procuring or drawing of either of these Bills and he accordingly drew the Bill **B** on the Eighteenth day of May One thousand seven hundred and eighty seven upon his Vakeel which is in fact the same as drawing upon himself in favor of the Presidency and Council at Fort St George — Juggapah delivered this Bill to the Appellant the Appellant took it from him and the same was transmitted to these Respondents Presidency under the assurance of the Appellant to his Council of the same being a good Bill and in further part of Remittance of the one Lack of Pagodas — and the Appellant did also as appears by the Evidence avail himself of the high trust and Confidence reposed in him as these Respondents Cashier and Keeper of these Respondents Treasury Credit these Respondents Cash for the

the Amount of the said Bill in like manner as he had for the former and of Course did debet their Accounts for the said Bills of Exchange altho no value had been paid for either of them This Bill was likewise accepted by the said Juggapah's Vakeel not because he could pay it but because it was in obedience to his Masters Orders so to do — but it was not paid when due any more than the former Bill or any part thereof —

In further Answer to this Ninth objection and also to the said Seventh objection these Respondents say that it is pretended by the Appellant that the Value of both these Bills was received by the Appellant himself from the said Juggapah But these Respondents say that it rather appears that the Bills only were delivered by the said Juggapah to the Appellant and that the Appellant did himself take the amount of these Bills out of these Respondents Treasury as having that power by being these Respondents Cash Keeper or Treasurer without which it is Evident he could not have done it — and these Respondent pray to observe that the Appellant pretends that these Bills were given by Juggapah to him in payment of the like Amount of Thirty Thousand Pagodas he saith he had lent him the said Juggapah and of Course he thereby undeniable admits that the Amount or value of the Bills so acknowledged to have been received in the said Bills of Exchange was received by the Appellant instead of being paid to the said Juggapah in order to enable him to pay the same therefore as it is ascertained beyond a dispute that Juggapah did not receive the value It was a duty in the Appellant as a Trustee for these Respondents Interest and behalf in general and particularly by being Keeper of their Treasury to shew a legal Title to Appropriate the said Sum of Thirty Thousand Madras Pagodas to his own use contrary to the purposes and to express assurances Declared and given by the Appellant in the Books of Accounts kept by him of the receipts and Disbursements of their Cash and to shew that this Extraordinary deviation was for their Interest and Advantage or at least that it was not to their Injury and Prejudice —

The Appellant in his Answer pretends to account for

for the same in the following manner To Wit That Three
Teeps for Ten thousand Pagodas each were given by Juggapah
as a Security for money really and bonafide advanced and
lent by him to Juggapah out of his own proper monies
for which (Teeps) he says Credit has been given to
Juggapah in the Account Current annexed in his answer
B. By which Account Current it in fact appears that
the Appellant hath admitted of a Debit of a Sum of
Thirty thousand Madras Pagodas as Cash paid by
Juggapah under the date of the Eighth of February
one thousand seven hundred and eighty seven for three
Bills given by Casavadoss to the Appellant on his Juggapahs
Account payable the first of March first of April and
first of May and these Respondents say that as the
Appellant pretends he lent the said Juggapah this money
he should have had Credit for the like Sum of Thirty thousand
Pagodas and there not being any Credit it is not to be
presumed that any money was lent and paid upon these
Teeps by the Appellant But that the Teeps were given
to the Appellant by Juggapah without any Consideration

or that the said Thirty thousand Pagodas was lent by
Juggapah to the Appellant instead of the Appellant having
lent the money to the said Juggapah — That Juggapah
paid the Amount of these Teeps for Thirty thousand Pagodas
to Casavadoss is beyond Dispute and that the Appellant
received the Amount thereof from Casavadoss is a natural
Consequence and these Respondents say that they are
justified in this assertion by the warranty of the Appellants
said Account and by there not being any Credit therein to
Justify the said Debt without that the Credit given in
the said Account of several Sums of money be allowed
to be a Credit but this the Appellant doth not pretend
that it was nor hath the Appellant indeed proved any
of the Sums he has Credit for in the said Account
which he most assuredly ought to have done if he
had any hope of drawing an advantage to himself by
the Exhibiting of the said Account as a part of his
Answer as they have been severally so particularly and
pointedly denied and these Respondents say that the
Explanation they have given of the said Debit for the
said thirty thousand Madras Pagodas being really for
Cash

Cash paid by Juggapah to the said Casavadoss for the said Three Teips and that they were severally paid in Consequence by Casavadoss to the Appellant is much more probable and Consistent with the said Account and with the only train and Course in which the said transaction Could possibly have terminated and is also more correspondent With the general Tenor of the Evidence Than the Explanation the Appellant hath given thereof in his Answer The Appellant therein saith That he was neither regardless of his publick duty nor mindfull of his own Interest when he Applied to Juggapah for the said Bills for Fifteen thousand Madras Pagodas but insists that the same as well as the other of the like Sum were offered him for payment of the Amount of the three several Teips before mentioned which he says had not been paid at the times limitted for payment and that he Applied thro Juggapah for the discharge of them all who said that Casavadoss had proposed the procuring of Bills for the full Amount in favor of Government and liquidate by that means his Debt to the Appellant The Appellant then says and it Appears to be the truest part of his Answer that it was immaterial to him how he received it and that as he pretends it was an Accommodation to Government he agreed to it These Respondents however pray to observe that the Appellant in this part of his defence seems to be as regardless of his private Credit as he had before been of his publick duty because it ought to have been a very material Consideration with the Appellant how he took Bills from a man without paying him any value to be transmitted to these Respondents Presidency for the publick Service who he at the same time pretended was not able to pay Bills or Teips he had granted for money that had actually been paid him and it certainly could not be an commodation to Government to have remittances drawn by a person who the Appellant knew to be or who he found it in his said Answer to be his Interest represent as insolvent But these Respondents say that the Appellants said assertions are merely framed for the purpose of involving and rendering intricate a plain question and there

There is no doubt but that these several Teeps were duly paid by Casavadoss to the Appellant and nothing can be more foreign to the real state of facts and to the Evidence thereon then the Appellants assertion that the said two Bills were taken in discharge of these Teeps or any of them. Because the Account in which the Appellant is debited for these Teeps is long antecedent to the dates of either of the Bills of Exchange and there is no reason in the smallest Degree plausible shewn by the said Appellant why these three Bills should be discharged from these Respondents Treasury It is evident therefore that the said Appellant did not only receive this Thirty thousand Pagodas from Casavadoss on Account of Juggapah but that he prevailed upon Juggapah to draw these Bills as a pretence for his taking a further Sum of Thirty thousand Madras Pagodas out of these Respondents Treasury The Negotiation of the Teeps is quite a different Concern which had been done away long previous to that of the Bills of Exchange and the Appellant hath not in any instance attempted to clear up this point except by the Evidence of his private Secretary arthur Longford Cooke But as this Evidence corresponds with the Error of the party no legal Credit can by given to it and more especially as the Appellant and his said Evidence have both admitted of the taking of this Money out of these Respondents Treasury for an illegal purpose and for a purpose quite contrary to the Entry made by the Appellant in these Respondents Books of the issuing of this Money therefrom The said Appellant doth upon this Ground evidently stand convicted of the Charge laid against him of having taken the said monies out of these Respondents Treasury and applying the same to his own use —— These Respondents will further observe on the said Debit in the said Juggapahs Account To Cash for the said three Teeps for Thirty thousand Pagodas given by Casavadoss to the Appellant on the said Juggapahs Account that there is no reason to suppose that the same were

were not all severally paid in like manner as a notter Sep given by Gerardoss for Twenty thousand Madras Pagodas was paid and for which the Appellant was also in like manner debited in the same Account under the date of the sixth of March and also that Juggapah paid the value thereof and the premium thereon to Casiradoss in like manner as Gerardoss dispose that Juggapah paid him the value of the Bill for Twenty thousand Pagodas given by him to the Appellant on Account of Juggapah and also that Juggapah paid him the value of another Bill for Twenty eight thousand Pagodas which the said Appellant received from him and afterwards to destroy this last Sep — Which must certainly have been done with a design to conceal the said Transaction because the same doth not Appear on the Account in question but it is entirely suppressed these three Sums make the sum of seventy eight thousand Madras Pagodas before alluded to have been received by the Appellant from Juggapah and

are

are fully proved to have been so independent of any other transaction — These Respondents say that the aforegoing Matters are Exactly represented from the Evedence and such parts of the proceedings as may fairly be brought wether it It therefore Appears very unseemly in the Appellant to pretend in his Answer that the Transaction of taking these Bills of Exchange as fare as it related to these Respondents was in obedience to their orders — for a speedy remittance and that the Bills appearing to the Board at Masulipatam free from Exception were by them Accepted and remitted to Government as part of the required Supply and the Appellant then falsely says that it is Evedent that it is Evident that Juggapah had Credit for Thirty thousand Madras Pagodas for these two Bills because Juggapah had not Credit but for that Sum of money debited to the Appellant for the same To Cash he could only have Credit if the same was a just transaction and such as would allow of the Appellant to make a fair discovery of in these Respondents Books for the said Bill of Exchange

and

and could no where be debited for the same but
in their Books for the money that ought to have
been advanced him to provide for the payment of it
and these Respondents say that the Appellant hath
not pretended that he revealed to any of the
Council the Source from whence this Negotiation
spring, or that they were informed in any degree
of the intricate transactions that are exhibited in
the Account annexed to his Answer and that are
now brought to light by the proceedings in
this Cause and the Evidence thereupon Because Witness
would then have discovered that the said pretence of their
being so informed was without foundation and it appears
on the Contrary that they were so totally ignorant
thereof and that such was the art of the Appellant
in keeping them uninformed that William Augustus
Dobbyn the only residing Councellor with the
Appellant was induced by artifice & prevailed upon
by misrepresentation to believe that both the
aforegoing Bills A and B were given as part of his

Juggapah

Juggapahs arrears to substantiate his Credit as they
were desirous of receiving any possible means of
lessening his Balance much less were the Council
informed that the Amount of these Bills had been
taken out of these Respondents Treasury under
pretence of paying himself the Amount of a Debt
owing to him by Juggapah or Casavadoss and
less moreover were the said Council informed
that this pretence was false and that no such
Debt was owing but that the real truth was
that he had induced Juggapah to draw these Bills
that he had not paid him any Value for them
and that he had actually applied the whole of
the said Thirty thousand Madras Pagodas to
his own private use

To the Tenth Objection Wherein the Appellant hath attempted
a justification of his taking the Bill of Exchange
from the said Juggapah upon his value the
said Setteramiah for the Sum of Forty three
thousand two hundred and Eighty three Madras

Pagodas

Pagodas four fanams and Seventy seven Cash shewn in the Exhibit Marked C These Respondents say they are advised that it is more Evasion in the Appellant saying that this Bill was not obtained for Money issued from these Respondents Treasury because it is evident that the Amount thereof ought to have been brought to these Respondents Treasury and he has given his official Receipts declarative that it was and these Respondents deny that the same was the best Security that could be obtained and they do also deny that the Appellant was Authorized to take the said Bill of Exchange or to give Receipts for the Amount of it in the Manner he did They are advised that the Appellant is responsible to them for the Amount of the said Sums he so gave receipts and they also say that the Appellant had no right to determine whether the Money was well paid by having been paid by the Zemindars to Juggapah and that it could not therefore be paid again and they do also deny the Consequence insisted on by the Appellant of the said

Zemindars

Zemindars being exonerated because he pretends that they had once paid the Money to a publick Servant of these Respondents because these Respondents say that they had not any publick Servant who was authorized to receive their Rents and Revenues except the Appellant as Chief and these Respondents say that through out the Evidence it doth not appear that the said Juggapah was invested with any such power to receive the Rents and Revenues of these Respondents Tributaries other Delegatid by these Respondents Precident and Council at Fort St. George or by these Respondents Chief and Council at Masulipatam These Respondents do therefore say that the said Zemindars could not pay nor could the said Juggapah receive any part of their Rents and Tributes but under the authority of the Appellant if he received them at all which the Appellant hath not any where proved and the Evidence of his own Receipt is that he received the Amount thereof himself and these Respondents say that the said Appellant ought therefore to have

paid

paid the same into these Respondents Treasury or if he did not recure it he ought not to have given Receipts for it But these Respondents say that to whomever the Money was paid the zemindars knew who was responsible to them and from whom only they were entitled to Demand receipts — Therefore these Respondents say when it was publickly known that the Appellant was removed from his office and Station of Chief of these Respondents Settlement of Masulipatam they the said zemindars made Application some by themselves and some by their Vakeels to the Appellant personally for receipts for the Money they had paid To wit the said Sum of Forty four thousand two hundred and Eighty three Madras Pagodas four fanams and seventy seven Cash To wit on or about the Tenth of June one thousand seven hundred and Eighty seven and it appears that the Appellant had a Consciousness of the payment and Receipts of this Money that did impell him to comply with the demand of these persons and he did therefore give them Receipts in manner herein after

after shewn The Exhibits containing the said Receipts are in Evidence and fully proved and the Appellant did in Consequence debit these Respondents Cash Accounts as so much received into their Treasury and the Zemindars were severally Credited in these Respondents Books as so much received from them so far the Transaction was fair and regular but as there was a deficiency in the real Cash or Treasury that the entry in their Books could not supply because the said Money had never come into their Treasury but had been converted to the Appellants own use as Appears by his Receipts that render him personally answerably as Chief for the forthcoming of this Money into their Cash or Treasury and as he know a fiction in these Respondents Books could not supply a real Deficiency in the Cash or Treasury it became indispensible therefore that the Appellant should pay the Amount of these Receipts into the Treasury instantly as the Appellant was actually removed from his Station or that he should devise

Some

admits in his Answer that he had at times
Employed him in his Money Transactions because he
says Juggapah was in his debt and he took that
Mode of Liquidating the same as the most easy and
convenient to Juggapah—and in his Rejoinder he on the
Contrary saith and gives as a particular reason for not
employing Juggapah as his Dubash further than for
the payment of House Expenses and other occasional
Disbursements was because Juggapah continued
constantly in debt to him during the whole time of
his Chiefship and therefore that he did not employ
him otherwise than as these Respondents publick
Dubash or Interpreter But it Appears by evidence
that he did not regard Juggapah as a person trust
worthy in these Respondents Concerns by his having
removed him from keeping their Cash so early as
four Months after his Arrival at the Chiefship
and that he did not thereafter employ him of
that office But these Respondents say that
when

when the Appellant thinks that the supporting of the
Credit of Juggapah well operate as a Means of
exculpation or of exoneration of Responsibility to himself
he then maintains that Juggapah was in the habits
of Receiving from the Renters their respective Rents
altho he acknowledges it was Juggapahs duty to report
the same to him which is admitting a Superiority or
Controul existing in the Appellant over the said
Juggapah, that he in other places denies—The Appellant
also in his Answer asserts that Juggapah did not
pay him on his private Account the said Sum of
Forty three Thousand two hundred and Eighty three
Madras Pagodas four fanams and Seventy seven Cash
and he pledged himself in his Answer to prove that
this Money was privately received by Juggapah
without his knowledge or Consent, and Appropriated
to his own use three four and five Months previous
to the date of the Bills of Exchange—This is a
Matter which the Appellant certainly ought
and it rested with him as a particular duty to
have

some means to cover and conceal this defficiency in
order that he might still retain the said Cash in his
hands and it may be fairly asserted that the Appellant
ingenuity did readily recur to the said Juggapah as
the properest person on this occasion to favor this design
and a Bill of Exchange on the Presidency to be drawn
by him upon himself that is to say on his Vakeel as
the aptest means to supply this defficiency and with
equal Justice and truth may it be asserted upon the
Ground of the proceedings and Evidence that the
Appellant in order to prevail upon the said Juggapah
to draw this Bill did use a variety of inducements to
overcome in his mind the certain knowledge he had of
his being without funds himself or any in the hands
of his said Vakeel from whence the payment of the Bill
could be made or provided for Because the Cause of the
defficiency by the Appellant given as well as the motive
and Motive upon which he says he gave the said
Receipts and accepted this Bill of Exchange and
debited these Respondents Cash for the same as well

as the time when these Transactions took place
are all palpable Evidences of fraud and
Concealment ——— These Respondents say that they
are not obliged to make use of the Appellant own
Account to Charge him for the said fraud if other
Accounts arising from the Evidence and other
Concurrent Circumstances more naturally adapted
to it are more consistent and lead to a clear
Demonstration of the real truth The Appellant
to Justify himself says that this person was not in his
private confidence and to infer therefrom that he
was not his head Dubash These Respondents say
that they have shewn from the Appellant own
Account that the said Juggapah did
advance Sundry Sums of Money Amounting to
upwards of Six Thousand Pagodas which
by the nature of the different articles composing
it do give undeniable Evidence of that person
acting in that Capacity and the Appellant
admits

have proved but, the Appellant hath not thrown the smallest light of Evidence on this Transaction which stands uncontroverted upon the sole ground of the Appellants Receipts the Appellant hath denied in a part of his Answer that the Zemindars made any Applications to him at the time he was about to depart and untill after the Bill in question had been tendered to him and by him handed overto his Succesor and then and not till then was he applied to to give the Offical Receipts and that the whole was approved by his Succesor and the Counsel and the Appellant upon the Ground of this false assertion in the most unseemly Manner pretends that by so doing he Shewed no small instance of his fidelity to these Respondents and zeal for their Interest Because he pretends that by consolidating these two Debts into one Specific Sum and at last by adding the Security of Juggapat the person who he pretends had recived the Money from the Zemindars and probably he adds the Security of the person on whom it was drawn Juggapats Servant or Vakeel to the Security of the individual Renters already discharged by the Appellants Receipts he pretends upon these premises that he in no small Degree strengthened the Security they these Respondents held In other parts of the Appellants defence he pretends that the Zemindars were discharged by the payment they made to Juggapat Inthe part before recited the Appellant detains them as still responsible notwithstanding he had discharged them by his Receipts the Appellant after having given this Account of the Security under which the said Bill was held by these Respondents says that if the Bill was liable to objection it became the duty of the Succeeding Chief and Council to make their Objections altho the Appellant doth not Venture to assert that he informed them of the

real

Causes of objection there were to the said Bill and also fully proved by Evidence that he carefully concealed them from them. The Appellant again in his Answer saith that he will prove in due time that the Application to receive this Bill and the tender thereof was made by Juggapah as if that Circumstance could exculpate the Appellant for having taken it and he proceeds to give an Account of the reasons assigned by Juggapah for such his Application In the following manner to wit his Apprehensions of being involved in trouble with the Zemindars from whom he had received the Money this was a very natural Apprehension for Juggapah to entertain at such a time if he had received the Money and it was equally natural for him to require Receipts from the Appellant to the Zemindar best without these Receipts being granted might be asserted with some appearance of truth that he

he had received this Money which the Receipts of the Appellant to the Zemindars put out of all question of having been paid into any other hands than the Appellants or under his order or direction the Appellant in a further part of his Answer pretends that in reply to the Suggestion of the Amount of the Bill not being paid to Juggapah the best Answer he can produce and which he says must be a full and Compleat Answer to every possible Charge of that sort is a Letter or Statement of Juggapah to the Chief and Council at Masulipatam in Answer to enquiries on this very Subject and which he says was transmitted by them to the Superior Board This is the Exhibit N.3. produced by the Appellant in Evidence at the Examination under Commission at Masulipatam and before the Examiner at Madras These Respondents have very largely spoken of this Exhibit and have shew that the Sums and the persons who paid them correspond exactly with the

the Receipts and shew that they are for the same Consideration except that there are some Sums which Juggapah says he took for his Marafey but the rest he says he paid to the Appellant That is the parts in the said Statement expressed for Jemmabandy Current Jemmabandy old Balance and Cash — and all the Receipts are on these latter Accounts The Appellant in his Rejoinder Charges his Ground of Defence Considerably and Actually admits that this transaction of giving of the aforegoing Receipts to the Zemindars and the Act of — respectively entering the same in these Respondents Books and also the Act of taking of the Bill in question for the Amounts of the said Receipts to make up the Deficiency in these Respondents Treasury did all severally take place after the Order for the removal of the Appellant from the Chiefship of Masulipatam By which the — Appellant was absolutely divested of all power to

to do any act as Chief except that of selling the last time in Council to pass thro the formality of resignation and delivering over the Charge of the Factory and the Accounts and Cash thereof The Appellant discloses the said Transaction in the following Manner That in regard to the Receipts upon the Arrival of the Order for the Appellants removal from his Chiefship being in the Evening before he signed the Receipts in question — Juggapah informed him of having received the Money and having been obliged from his — Distresses to apply it to the discharge of some — very pressing demand he had against him He the said Juggapah therefore requested of the Appellant to grant Receipts to the Different persons from — whom he had received it — and that he Juggapah would give him a Bill of Exchange for the Whole Amount in favor of the Presidency at Fort St. George These Respondents pray to observe on the Nature of this information and of the

requisition

requisition that was made upon it that it cannot reasonably be believed that had the Conduct of the Appellant during his Chiefship been such as his duty directed him and his Oath bound him to observe that Juggapah would not have followed this information of the fraud by a Suggestion to the Appellant to become an instrument in concealing it had not he Juggapah known that he the Appellant had been a principal in Committing

The Appellant then proceeds that he expressed great Dis approbation at Juggapah having this disposed of this Money and therefore refused to grant Receipts or to accept the Bill of Exchange which he says Juggapah had tendered The Appellant would have done right had he remained in this resolution but it is clear from his deviating from it and entering into the Suggestions of the said Juggapah that he could not Juggapah had regained his freedom by the removal of the Appellant and seemed

determined

Determined to take the advantage of it. For the Appellant in his Rejoinder saith that the next morning that was the Eleventh of June Juggapah again sent to Solicit he would grant the Receipts informing him that the Zemindars and Renters were exceedingly clamorous and that it would be his entire ruin if he did not comply with his request and he then says that Juggapah gave him the strongest Assurances that the Bill he should draw would be punctually paid the Appellant then proceeds that perceiving there was no alternative that the Money was not forthcoming — and that the persons who had paid it might perhaps refuse to pay it again he thought it was best to take the Bill than have nothing and the appellant says that he Consulted Mr. Andrew Scott these Respondents Secretary at Masulipatam on the best step to be taken and he said that Mr. Scott being inclined to think that it would be best to take the

Bills

Bills and give Receipts that he did so Accordingly and he says that Regular entries were made Accordingly under the inspection of Mr. Scott this Mr. Scott denies every word of his knowledge or advice or advised on this Occasion in his Examination

And the Appellant further saith that Account Current Fort St. George was debited for the Amount of the Bill and the several Zemindars were Credit in the Complainants Cash agreable to the Receipts By which the Appellant would give the said Transaction an Appearance of the said Bill having been taken in payment of the Money acknowledged by the Receipts and by the knowledge or Request of the Zemindars — And that there was not any real Cash Transaction therein and that this Bill of Exchange was given on Account of what the said Zemindars owed instead of what they had actually paid Whereas it Appears in the Course of the proceedings and the Evidence therein that the Zemindars were Credited in the Account Current of these Respondents on the Tenth day of June one thousand Seven hundred and Eighty Seven for the several Amounts of the Receipts under that date in Opposition to a debit that Stood against them in these Respondents Books on the Specifick Accounts and for the Specifick Sums for which the said Receipts were given —

And these Respondents Cash Account was Debited for the said several Amounts as so much received into these Respondents Cash on the same day and Syatamby who disposes thereto in the Fourteenth Deposition further says that such debit and Credit therein particularly made was by the direction and Order of the Appellant By these Entries these Respondents Cash was Numerically encreased the Sum of Forty three thousand two hundred and Eighty three Pagodas four fanams and Seventy seven Cash more than it was before the said Entries were made but as these Respondents have Charged this Sum

Sum was not paid into their Treasury and therefore there was a defeciency in the Actual and Real Cash to the full Amount of that Sum — Which Defeciency was supplied in these Respondents Cash Account By the like Sum of Forty three thousand two hundred and Eighty three Pagodas four fanams and Seventy seven Cash fraudulently and deceitfully entered therein on the Tenth day of June as having been paid to the said Juggapah for the value of the aforesaid Bill of Exchange of the like amount and which was solely done by the direction and Order of the Appellant as the said Jyabamby Deposes to the Eleventh Interrogatory thus this Bill Appears to have been given by the person who the Appellant finds it Suitable to his purpose to introduce as the Reciver of this Money and Whose defaults the Appellant pretends to have been the Interest of these Respondents for him to consual and thus this Transaction was closed between

between the Appellant and the said Juggapah on the day after he had received Orders to give up the Chiefship to the said James Hodges and there remained nothing more to do than for the Appellant to deliver over his Accounts as these Respondents former Chief and Treasurer which the Appellant saith he did in a Manner that proves the Exhibits N°4 Annexed to their Replication — The Words of the Appellant are that these Cash Accounts with these Entries together with the Bill of Exchange and Balance of Cash were handed over immediately afterwards that is to say in little more than an hour by him the Appellant upon his giving over the Chiefship to James Hodges the Senior Civil Servant and then to be Acting Chief and Council with a Minute upon the Occasion — the Minute Mentioned is the aforesaid Exhibit N°4 — Which doth not contain any information of the Circumstances under which the Receipts were

demanded

Demanded by the Zemindars nor the pretended
Expenditure of the Amount for which they were
required by Juggapah and that the Bill of
Exchange Mentioned in the said Minute was given
to conceal all these Circumstances and to make
up for a Real Defecuncy in these Respondents Treasury
Notwithstanding all which Evident defaults in
the Appellant he indecently asserts in his Rejoinder
that these Respondents had as large Credit in
their Account Current Fort St. George as their Cash
was debited with but he doth not observe that the
Entry in the Cash Action was fraudulent because
no Cash come into the Treasury and the Appellant
again saith that if Juggapahs Bill should not
be discharged the demand would still hold good on the
Zemindars so that he pretends in his said Rejoinder
that these Respondents could not be injured thereby
One of the Causes in this tenth Objection against
the said Decree is that the Zemindars having
paid

paid the Money were held discharged thereby

The Appellant in his Rejoinder asserts contrary
to Fact and Evidence that the giving of these Receipts and
Accepting the Bills of Exchange was not done privately
but with the Concurrence and Approbation of the
new Chief the Evidence on the Contrary shews that the
Whole transaction was entirely private and the sole
illegal Act of the Appellant and that the Act of
taking the said Bill and of Crediting these
Respondents Cash with the Amount was actually
done and finished before he delivered over the Charge
of the Chiefship and was on Act he had taken
upon himself as Chief as if done during the time
that he really possessed the Authorities of that
Office and as no explanation was given of the
Nature of the Transaction the new or acting Chief
Mr. Hodges could not presume to doubt its having
been fair and regular as stated by him in the
Minute N°4. the Appellant hath in his Rejoinder

and

and in many parts of his procedings attempted
to exonerate himself of the Responsibility his
Conduct his Subjected him to in this and to the
other Charges alledged against him but not in any part
in amanner so unguarded and unseemly as in the
following — He presumes to say in his Rejoinder
If he the new Chief had not approved of the
Bill of Exchange C. he might have immediately
called upon Juggapah to pay back the money
and directed it to remain in the Treasury as he
saith he had done before alluding as it may be
conceived to the Circumstances of Baupiahs Bill
after its return for non Acceptance till advice had
been received of its Acceptance or he might have
made him give Security that the Bill should
be paid or have taken any other Measures that
might Appear to him expedient to ensure its
payment if he had entertained any doubt of it
may be fairly observed on this part of the
appellants

Appellants Rejoinder that he himself shews that
he was not ignorant of the Propriety but wilfully
Neglected to use means of securing this money
and thirdly furnished an Accusation against
himself that he was the only person who possibly
could use these Means by Applying them before
he gave his Official Receipts and thereby discharged
the Zemindars the Receipts could not be demanded
back from them nor the Entries on these Respondents
Books be erased as by so doing the new Chief would
have taken upon himself the power of annulling every
act of the Appellant During the Appellants
Chiefship as these Respondents Cash keeper and
Treasurer — And the Appellant seems to have been
sensible that not any of his acts during his
Chiefship were liable to the Disapprobation
of his Succesors after the expiration of his
Chiefship by Antidating the said Receipts and
also the said Entries respecting them and also by
Antidating

Antidating the said Bill of Exchange and the
Entry made thereupon in order and by this artifice
to prevent a possibility of Objection that might
otherwise have been made to these Transactions on
the Ground of their having taken place at a time
that he could not do any act as Chief It is
therefore surprising that the Appellant should in
his Rejoinder have presumed after all these
Transactions the fraud and deceit of which were
solely known to himself to assert that the new
Chief might have Demanded of Juggapah
to pay back the Money for the Bill when he
knew that no Money was paid for it notwithstanding
these Respondents Cash had been Credited as if that
Sum of Money had really been paid out of it The said
James Rodger might with success have demanded
back the money pretended to have been paid on
Account of the two Bills for Fifteen thousand Pagodas
each For the Amount of which altho these
Respondents Cash had been Credited it appears by Evidence that
no Value was paid to either of them but the Appellants
Successor was as ignorant of the one circumstance as he was of
the other And therefore upon these premisses these Respondents
are advised that the Simple transmitting of the said Bill
C to these Respondents Presidency after the said Bill had
been handed over to the new Chief without any further
knowledge of the said Bill than as the same did upon the
face thereof declare and by the short Minute delivered into
Council during the short setting for that purpose could not
exonerate the Appellant and transfer the fraud and deceit
he had Committed by giving Credit in their Cash for the
said Bill for which no Cash had been paid — And these
Respondents say that the good Consequence to their affairs that
might have followed a Communication that he neglected
to give the Council of the pretended Circumstance of the
said Juggapah having received without the knowledge
or Consent of the Appellant the said Sum of Forty three
thousand two hundred and eighty three Pagodas four
fanams and seventy seven Cash from the said Zemindars
who had paid as the Appellant pretends that Sum three
four

four or five Months previous to the day of his removal
cannot now be foreseen any more than the evil Consequences
that did follow from his suppressing a Communication —
thereof and by acting arbitrarily and illegally therein can now
be recalled or remedied And these Respondents say that upon
a Supposition of the truth of what the appellant talks —
alledged of the receipts of the Money by Juggapat there could
be no usage or reason that could fix a duty upon the —
Appellant not to inform the Council of this Circumstance and
not to have advised with them upon the Necessity of giving
Receipts for this Amount to the Zemindars and of suppressing
the real Deficiency in these Respondents Treasury by a fictitious
Entry in their Cash Accounts of the like Sum having been paid
for a Bill of Exchange for which no Value was paid and indeed
that partook in no Degree of the Nature of a Bill of
Exchange than in the form of Writing — And these —
Respondents say that a Communication of these Circumstances
were on the Contrary the absolute duty of the Appellant
Even upon the Supposition of his believing them to be
true because there was a possibility of their being false

and

and an enquiry into them under the joint Authority of
the Board might have produced Discoveries of the —
Whole being a collusion between Juggapat and the —
Zemindars or the Mode of payment by the Zemindars —
might not have appeared to the Council so clearly to
entitle them to have receipts from the Chief as the Chief
personally took upon himself to determine they were It
was a point even According to his own Narration of it
that indicated a Necessity in Justice to his publick
and private honor of having the fullest investigation
upon But it appears that he grounded his decision —
upon this important Case of his sole Authority upon —
the assertion of the Zemindars having paid the money
the Acknowledgement of Juggapat having received it
And the Evidence of that Sum being deficient in these
Respondents Treasury of which he was the keeper
or place the Case Contrary wise and that the deficiency
was the Fact and the opposite assertions of the
Zemindars and Juggapat of the Cause of this deficiency
being Evidence Still these Respondents pray to observe

in

in either Case the importance of determining the matter against these Respondents a Matter in which the Appellant was so Materially involved as a party by undertaking of his sole Authority to Discharge their Creditors of a debt accrued in the regular order and Course of their affairs without receiving the Amount thereof into their treasury and by Supplying the Defeciency in these Respondents Treasury by Accepting an undertaking from a third person upon an empty and made Contract cannot in any Manner be reasonably justified upon the Ground of Law Message or expediency nor hath the Appellant Justified his Conduct upon any of these Grounds But hath falsely asserted that what he did was justified by his Council simply by Receiving this Bill from the Appellant without any information of the Consideration upon which it was accepted by the Appellant himself

These Respondents therefore say that as the only Evidence upon the fact of these defeciency in their real Cash is the Receipts for the Sum of Money different under the Appellants own hand He the Appellant is in Law reason and Equity the only person responsible for

for it

These Respondents to the Eleventh Reason offered by the Appellant against the said Decree of the said Mayors Court alledging that the Sum of Money charged by them to have been omitted in the Account of Juggapelly Rauze is in proof to have been with held by the said Juggapah who the Appellant saith was a Servant of these Respondents and Authorized According to the Custom of their Service to receive Rents and Revenues belonging to them and therefore that his acts Ought not to be nor can they be binding upon him the Appellant nor can he as pretends be made responsible on Account thereof These Respondents say that it appears by the proceedings that the said Appellant gave Receipts on Account of Mr. Williams Settlement his Predecessor in the Chiefship of Masulipatam to Vachavoy Juggapelly Rauze Zemindar of Peddapore for the Sum of One Lack four Thousand and Nineteen Madras Pagodas one fanam and fifteen Cash or otherwise Accounted and give him the said Vachavoy Juggapelly Rauze Credit for the Sum in these Respondents Books on that Account for the like amount of which he was also debited in the Account Current thereof

thereof N° annexed unto thes Respondents Bill And these Respondents also shew that it appears by another Accepient Cowrie annexed unto these Respondents Bill that the said Vachavey Juggapelly Rauze paid on Account of a nother Settlement hereafter made With the Appellant the Sum of Eighty thousand eight hundred and Ten Pagodas as Appears by Receipts given on Account thereof by Charles Stoyer Junior for the Sum of thirty three thousand three hundred and Ten Pagodas and by Receipts thro Mr George Westcott for a further Sum of thirty Six thousand Madras Pagodas and by the Evidence of Venayah the said Vachavey Juggapelly Rauze Vakeel of a further Sum of Five thousand five hundred Madras Pagodas paid to the Appellant on Account of his own aforesaid Settlement and on Account whereof the Appellant hath only brought to the Treasury of these Respondents the Sum of Seventy one thousand one hundred and fifty six Pagodas thirty four fanams and Sixty five Cash whereby a Difference was left by the Appellant in these Respondents Treasury of the sum of Nine thousand Six hundred and fifty three Pagodas one fanams and fifteen Cash less than the said Vachavey Juggapelly Rauze had paid him on the Account of his said Mr William Settlement or an Account of his own Settlement but Apparently from the Accounts of these Respondents Books the said Defeciency did arise from the Appellant not depositing in these Respondents Treasury and not giving Credit to the said Vachavey Juggapelly Rauze in the said Sum of Nine thousand Six hundred and fifty three Pagodas one fanam and fifteen Cash on Account of the said Appellants own Settlement these matters have been particularly alledged by these Respondents yet the appellant hath not in any part of his answer or Rejoinder undertake to answer refute or deny them further than by saying that he is not Answerable for the Act of Juggapah in respect to the Receipts of this Money and of Course has thereby fully admitted that there was a defeciency in the Sums paid by Vachavey Juggapelly Rauze on the payment made by him on the Accounts in question as charged by these Respondents And these Respondents say that it appears that due debit and Credit were given for the several Sums charged to have been paid and received by the said Vachavey Juggapelly Rauze on Account of his Settlement with the said

said Morgan Williams but whether all the said Several Sums were brought into these Respondents Treasury or not the Appellant hath not Answered unto or explained and these Respondents say that it appears by the Evidence that the said Sum of eighty thousand eight hundred and Ten Pagodas on the debit side of the Account of the Appellants own Settlement were paid as is shewn by the Receipts given to the said Vachavoy Juggapilly Rauze by Charles Floyer Junior and by Mr. Westcott and by the payment of Five thousand and five hundred Pagodas by his Vakeel to the Appellant himself and which ought in like manner have been brought to the Credit of these Respondents Account the Evidence thereupon are Andrew Scott the secretary Charles Floyer Junior and the said Vakeel of the said Vachavoy Juggapilly Rauze the said Andrew Scott deposes that the whole and exact Credit given to the said Vachavoy Juggapilly Rauze on Account of the said Settlement made by the Appellant is the Sum of Seventy one thousand one hundred and fifty six Pagodas four fanams and fifty four Cash and that the Several

several Sums on the Debor side of the said Account making in the whole the Sum of thirty nine thousand three hundred and ten Pagodas were to the best of his knowledge and belief inserted therein from Receipts and Vouchers produced as having been received by him from Mr. Charles Floyer Junior and he also believes that the several Sums entered on the debit side of the said Account making in all the Sum of thirty six thousand Madras Pagodas were inserted in the said Account of which the Exhibit N°14 is a true Copy from Receipts and Vouchers as produced by the said Vachavoy Juggapilly Rauze as having been paid by Mr. George Westcott and he likewise believes the Sum of Five thousand and five hundred Madras Pagodas were inserted in the said Account from the endersement on the back of a Bill of Exchange drawn by Vachavoy Juggapilly Rauze on Coorluvenly Venkatachellum in part of his Revenue which Bill endorsed as above was Delivered to Mr. James Hodges on the Eleventh of June One thousand Seven hundred and eighty seven in Council at the time of delivering over the Charge of the Chiefship and he further believes that the said Sum of Five thousand and

five

five hundred Madras Pagodas were paid by Venkiah to the Appellant or some other persons entrusted by him and he gives for reason for such his belief Because that when the Appellant delivered a Bill as already mentioned to Mr. Hodges on the Eleventh of June there was no endorsement on the back of the Bill Specifying that the said Sum of Five thousand and five hundred Madras Pagodas had been recived by the Appellant Which endorsement he considered equivalent to a Receipt for that Sum and he saith that he has heard that the Sum of Nine thousand six hundred and fifty three Pagodas one fanams and fifteen Cash had been with held by Juggapah from Cash paid by Vasheveyah Juggapitty Aauze on Account of his Revenue to these Respondents Charles Floyer Junior deposes that he was Paymaster at Samuel Cottah at the period mentioned that it was not his duty as Paymaster to collect the Rents and Revenues but that he was appointed by the Appellant then Chief that he collected large Sums of Money from the Rajah Mundry Circar and held himself responsible to the person who appointed him

These Respondents pray to observe that this is another very strong Evidence of the sole power of the Appellant as Chief to depute persons to collect the Revenues in Dependent of his Council and for them to hold themselves responsible to him — That he recived the Amounts of the Exhibits Nos. 16. & 17. Amounting together the Sum of sixty nine thousand three hundred and Ten Pagodas He likewise proves the Exhibits 18. & 19. being Mr. Westcotts hand writing Venkiah the Vakeel of Juggapetty Aauze Deposes that he paid the Chief and Council in the Month of May or June One thousand seven hundred and eighty seven Five thousand and five hundred Pagodas on Account of Mr. Floyers Settlement Which confirms Mr. Andrew Scotts Evidence of this Payment Andrew Scott on behalf of the Appellant to the Twenty eighth Interrogatory Deposes that he did by order of the Chief and Council examine the payments recived from Juggapetty Aauze on Account of these Respondents During the Appellants Chiefship and that he did by order of the then Chief and Council compare the Sums for which Credit had been given in the Cash Account signed by the Appellant with the Sums specified in the several Receipts and vouchers produced by

by Juggapatty Rouze thro the Medium of his vakeel
Vinkiah upon Which examination it appeard that the
Whole Amount of the Sums for which Credit had ben given
in the Cash Accounts Signed by the Appellant fell short of
the Amount of the Sums for which Receipts had ben granted
to Juggapetty Rauze including the sum of Five thousand
and five hundred Pagodas for Which no other Receipts or
Testimony did Appear so far as he then Remembered than
the Endorsement upon the back of a Bill of Exchange
Drawn by Juggapetty Rauze on Cortavenky Venco Chetty
Which Bill so endorsed was Delivered by the Appellant
to Mr. Hodges in Council on the Eleventh of June one
thousand Seven hundred and eighty seven and that the
Difference which did then Appear between the Amount of
the Sums for which Credit had ben given Juggapetty Rauze
in the Cash Account Signed by the Appellant and the
Amount Specified in the Receipts was Nine thousand and
Six hundred Pagodas and upwards Here is a Charge and
here is Evidence Supporting and the Appellant notwithstanding
he hath evaded entering into the Matters contained in the
said

said Account by Confessing or denying whether either and
Which of them is just or in what particular they or either and
Which of them are just or erroneous — Hath nevertheless
examined the said Andrew Scott to the point whether
Credit is or not given in the Revenue Cash Account
for the whole Amount of the Sums of the particulars for
Which the Defendant hath granted Receipts and altho
the dates and Sums of the particular payments differ
do not the Totals of the Credit given and the Receipts
granted by the Chief exactly agree or nearly so and if the
Totals Differ what is the Amount of that difference
and these Respondents say that the Deposition upon
this Interrogatory is that there is the exact difference
between the Sums paid by Vachavoy Juggapetty Rauze
During the Appellants Chiefship as is charged to be
the Difference between the said payments and the Credits
Deficient in their Cash Account and in their Treasury
during that time and the Appellant hath admitted
of these Difference but he sums to regard it in his
Answer and Rejoinder as a Circumstance that no way
relates

relates to him altho it arose during his Chiefship and
in an abrupt and unseemly Manner exonerates himself
by a plea of having Accounted for all this Money for
Which he gave Receipts to the said Vachavoy Juggapelly
Rauze and argues therefrom that he is not further
Answerable But these Respondents shew that the Appellant
Declaining to come to an Account with these Respondents
and to give a full Answer and satisfaction to any matter
that passed during his Chiefship upon the Grounds as
he would seem to consider himself of being out of their
Service and no longer Subordinately responsible to them
hath entirely Mistaken that Obligation that the Person
always considered a Trustee bound by and indispensably
so When called upon to Account and to Answer
Accounts exhibited to him untill such time as he hath
Discharged himself by giving a full and perfect answer
and satisfaction not only to such Matters as he may
have done Right but to Matters of Error and
Omission and even of doubt and uncertainty and his
refusing so to do is a just and fair presumption that
his

Defalcacys so declared to be Accounted for are frauds and
Concealments for which the Trustee shall be held
Answerable These Respondents pray to refer to the Appellants
Answer in respect of this Charge He generally asserts that
he Accounted to these Respondents for all Money he ever
Received on their Account that Juggapah by whom he says
it is pretended that the Money not Accounted for was
Received was not a Dubash of the Appellants or entrusted
by him to grant or give Receipts for any Sum or Sums of
Money received for these Respondents But that all such
Receipts were granted by the Appellant in Virtue of
his Office of Chief and conformable to the unalterable
practice of the Service at the Settlement of
Masulipatam and that this was notorious and well
known to all the Renters and Zemindars of these
Respondents within the said Factory and therefore he
saith if they did Make such payments as they cannot
have any Claim whatever to have Credit from these
Respondents but by shewing the Receipts of the
Appellants or some other of their Servants or other
persons

persons thereunto duly Authorized these Respondents pray to observe thereon that they have produced Receipts for the Whole of the Sum of Eighty thousand eight hundred and Ten Pagodas excepting the last Sum of Five thousand and five hundred Pagodas Which was paid by Bill of Exchange and the Receipts for the same endorsed by the Appellant which the Evidence Aristrio Scott Says he looked upon as equivalent to a Receipt — Therefore the Whole is Accounted for in the Account or Exhibit No 14 It Appears by the Evidence of Charles Floyer Junior that he was Appointed by the Appellant solely to receive the Money for which his Receipts were given and that he Accounted with him for it The Appellant ought in Justice to himself to have saved the Necessity of examining Evidence to the Payment of this Money by setting forth what parts he had and what particular parts he had not received and as he hath not said that he did not receive the Money for which Mr George Westcotts Receipts are produced it is equally presumable as he acted under the Appellants Direction and Order as these Respondents Cash keeper and Treasurer that the several Amounts thereof were also paid by him to the Appellant as the Receipts are produced and not Denied and the Last Sum of Five thousand and five hundred Madras Pagodas Stands upon the same uncontroverted foundation It Appears therefrom that no part of this Money could be Received by Juggapah or at Least directly and that the Appellant ought therefore to have given full Credit for this full Sum of Eighty thousand eight hundred and ten Pagodas on Account of his own Settlement The Appellant in his Rejoinder Saith that he does not admit that any Sum of Money whatever has been received but what was Accounted for but if there has he says and insists that he never did grant any Receipts to the said Juggapelly Rauze for any Money he has not Accounted for These Respondents pray to Observe that the Appellant thro the Whole of the proceedings has Charged the ground of his defence not from the Necessity of the Nature of the Charges varying but from a Necessity of making some defence thereto rather

rather than admit the truth of them for in his Answer
to the Charge of this Deficiency he saith she is not
Answerable for the Deficiency because he has not
granted Receipts for a greater Sum than he has brought
to Account That he did not entrust Juggapah to grant
or give Receipts for any Sum or Sums of Money received for
these Respondents — But all such Receipts were granted
by him in Vertue of his Office Here the Appellant
Seeks to exonerate himself upon the Ground of his not
having given Receipts and that no one had that
Authority but himself and that he possessed it in
Vertue of his Offices as Chief But in the Charge for
the Sorty three thousand two hundred and eighty three
Pagodas four fanams and Seventy Seven Cash which
he himself pretends and upon no other proof or Evidence
whatever that Juggapah had embezzled and fraudulently
and privately Received from the Zemindars without
his knowledge or Consent three four and five Months
previous to the Discovery In this Case he makes a
Duty and Conscience in Justice to the Zemindars to
discharge

Discharge them of this Debt to these Respondents by
giving them Receipts for the Amount How strange
Must it then appear upon reference to the Account of
his own Settlement N°14 that the Credit he has given
therein for the Sum of Seventy one thousand one hundred and
fifty six Pagodas thirty four fanams and Sixty five Cash
is not on the Ground of his own Receipts but on the
Ground of the Receipts given by the said Charles Floyer
as George Westcott and his own endorsement or writing
on the Bill of Exchange for Five thousand and five
hundred Madras Pagodas which the said Andrew Scott
Deposes was equivalent to a Receipt or for some part
thereof instead of the whole Amount of Eighty thousand
eight hundred and ten Pagodas upon these Premisses these
Respondents say its evident that there is a deficiency
in these Respondents Treasury to the Amount of the
Sum of Nine thousand five hundred and fifty three
Pagodas one fanams and fifteen Cash and in their
Cash Account of the like Sum actually paid by
the said Vachavoy Juggapilly Rauze during the

Appe

Appellants Chuftship And they say that it is immaterial whether the same arises from a Defiency in thier Treasury from the whole of the Sum of One hundred and four thousand and Nineteen Madras Pagodas One fanam and fifteen Cash for which thier Cash is Debited as having been received from the said Vachavoy Juggapetty Naigu not being brought into thier Treasury and that the said Sum of Nine thousand Six hundred and fifty three Pagodas one fanam and fifteen Cash was Stopped at its entrance into or wastaken out of thier said Treasury but that the said Appellant hath taken that Sum out of the Eight thousand eight hundred and ten Pagodas Received on Account of his own Settlement or hath not Deposited the Same in thier Treasury the Appellant is nevertheless Answerable for the defeuncy And these Respondents say that finding that thur was that Defeuncy they have not done any injustice to the Appellant by debiting him for the said Sum as being composed of the two last Sums for which these Respondents Cash was debited on Account of the said

Moryan William. Settlment and not paid into thier Treasury by the Appellant Because the said two Sums do exactly make the Amount of that Defeuncy in the Appellants Account of his own Settlment and the said Defeuncy being the Sum of Nine thousand Six hundred and fifty three Pagodas One fanams and fifteen Cash that exactly quadrate with the Sum by him Acknowledged to have been received on Account of his own Settlment being the Sum of Seventy One Thousand One hundred and fifty six Pagodas thirty four fanams and Sixty five Cash which was the Appellants own Act and the influence of conscious Calculation of the exact defeuncy that no human power could have figured but himself It doth not Appear on the Account of his own Settlment that there is one fractional part of a Pagodas paid and there could not therefore be Credit for any But for the purpose of an

throwing this Deficiency into his own Settlement instead of that of the said Morgan Williams On the Contrary of this mode of framing the Charge and the exhibiting of the Accounts and Vouchers at large upon which its founded being an injustice towards the Appellant the appellant had the advantage therefrom of being as particular and explanatory in his Objection to them If they were founded on fiction their falacy might have been detected if an Error or injustice the Appellant might have Shew where they lay and by Refuting or explaining them might have exonerate himself if wrongly called in question or shewn upon whom the burthen of the Account lay

But the Appellant hath declined the Opportunity of exculpation and Submitted to the Evidence of truths he knew he could not Repell These Respondents having thus compleated their Answer to the different Objections offered by the Appellant Against the Decree of the Mayors Court in a Manner they trust in every respect requisite to Support and Maintain its Justice in this Court also they pray that this Honble Court will be pleased to affirm the said Decree with Costs in the said Mayors Court and also Costs in this Honble Court

(signed) Henry Dut

Court of Appeals
at
Madraspatnam

Saturday the 26th day of Nov
Anno Domini 179

Between Charles Floyer Esq a
Senior Merchant in the Service of the
Honble the united Company of
Merchants of England trading to the
East Indies Appellant and the said
Honble 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
Dependancies and John Holland James
Henry Casamajor and Robert Maunsel
Esquires Members of their Council of
Fort Saint George Respondents

This Cause coming on this day to be he

and Debated before this Court by the Attorneys on
both sides upon hearing the Petition of Appeal and
Answer and the several Cahibits of the Humble the
Mayors Court together with the Decree of the said
Court given in this Cause on Tuesday the 19th day
of April Anno Domini 1791 Upon due Consideration
had of the Matters therein severally contained and of
the Pleadings and Arguments used by the Attorneys
on both sides This Court doth think fit to Order
and Decree and doth Accordingly Order and Decree
that the said Decree of the Humble the Mayors
Court do stand affirmed and that the Appellants
Petition be hence Dismissed with Costs—

Hlw

/Signed/ Chas. N. White
Clk

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