
Block 7
Bay No.
Shelf No.
Serial No. 19
General No.

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 he admitted that the said Condraigula Juggernaut Row otherwise Juggapah was Renter of the Districts Mentioned by the Complainants and that he was indebted to the Complainants at the time your Petitioner quitted his Office but Not so Considerably as is 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

several considerable Sums of Money to enable him to make
payments to the Complainants that by such and other Means he
has enduced him to make several very considerable Payments
as by the Complainants own Records would Appear and that
the Debt thereon due from him was to be attributed to his the
said Condraigula Juggernaut Row otherwise Juggapah's
private Concerns which no circumspection of your Petitioner
could foresee or prevent or which could in the Remotest degree
throw any Responcibility upon your Petitioner your Petitioner
in and by his said 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
of Money he ever received from the said Condraigula Juggar
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 Juggap-
pah and your Petitioner annexed to your Petitioner's said
answer would Appear and moreover that as a Considerable balance
Remained due from him the said Condraigula Juggernaut Row
otherwise Juggapah to your Petitioner and your Petitioner in and
by

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 well warranted in doing and to prove the same
he further respecting the Sum of Twenty Eight thousand Pago-
which the Complainants had said your Petitioner had received
of the said Condraigula Juggernaut Row otherwise Juggapah
by a Teap from Gorderdoss Soucar your Petitioner in and by
his said Answer did State and that about the beginning 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 Gorderdoss dated the
[illegible]th of that Month and payable to your Petitioner or Account
of the said Condraigula Juggernaut Row otherwise Juggapah on
the 15th 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 your Petitioners own private Money and your
Petitioner did further insist that in regard to the three Teaps &c.

Mentioned

Mentioned by the Complainants as being drawn by Kishnadajee and given by the said Condraigula Juggernaut Row otherwise Juggapah to Your Petitioner the Charge thereupon was equally groundless for that the three said several Drafts 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 three Lacks Madras Rupees from the said Condraigula Juggernaut Row otherwise Juggapah by a Bill on Benares 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 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

Particularly sent to 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 blame 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 anything 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 of the 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 that notwithstanding any thing that might have been urged to the Contrary that all the Many Transactions between your

Petitioner

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 Pet.r 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 Remittances and to receive or refuse such Bills as might be tendered and if received 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 other particulars and that with such deliberate particularity 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 said thought expedient to delegate to so many others jointly with him and Your Petitioner in and by his said Answers 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 Cashvadoss 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 favor of Government and liquidating by that means his Debt to your Petitioner to which your Petitioner agreed and Soon after the first of the said Bills was brought to him and upon your Petitioners enquiring why it was not drawn by the said ~~Cashvadoss~~ Cashvadoss he replied that ~~he Explained that~~ ~~Cashvadoss~~ had determined not to draw any more Bills on the Presidency at the Batta or Exchange of 10 ℔ 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 Petitioner did Some time afterwards receive the Amount of the said three Teaps of the said Cashvadoss and the said three teaps were thereupon given up to the said Cashvadoss and your Petitioner in and by his said Answer did deny that it Was evident from that which had preceeded your Petitioner in parting with the

the said three Peaps of the said Cashawdys Sad 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
been drawn by the said Condraigula Juggernaut Row
otherwise Juggapah had been punctually paid and that
there was no particular Reason to doubt these being fair
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 that your
Petitioner did say in regard to the Money being Issued the
Complainants could not have expected it could have been
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 deny
that the said Condraigula Juggernaut Row otherwise
Juggapah was ever his Dubash or Head Servant or the
Contrary he said that he had no Dubash or Confidential
Native Servant but insisted that the said Condraigula
Juggernaut Row otherwise Juggapah was the Complainants
public Interpreter that their own Records would show
he held that Appointment from themselves and that
as such he was in the Habit of receiving their Revenues
from

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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 different
times and from different People and had been without Your
Petitioners knowledge Appropriated to his the said Juggapahs
use 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 thereon 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 untill after the said
Bill of Exchange had been accepted by the Succeeding Chief

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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 Objections 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 Responsibility on that Account and your Petitioner in and by his said Answer did say that instead of his applying to the said Condraigula Jugger-naut Row otherwise Juggapah respecting the said Bill it was 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 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 Bill in question and did speak of the Resources for the Payment and your Petitioner did in & by his said

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 not so much in Arrear as was pretended by the Complainants he 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 date of the said Account being the thirtieth 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 Meerashee amounting to Twenty thousand Pagodas - whereby he 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

them five thousand Pagodas because the said Condraigula Jug-
gernaut Row otherwise Juggapah having had an annual
allowance granted him by Government of ten thousand Pag.s
of which he had received no part from the twenty fifth of
September one thousand Seven hundred and Eighty four the Chief
and Council did therefore allow him Credit for the said Two years
Meerasee being Twenty thousand Pagodas ending on the Twenty
fifth day of September 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 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 Jugger-
naut 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 Notwith-
standing 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

thousand one hundred and Twenty one Pagodas Twenty five Fan.s
the same having been Settled in pursuance of Instructions
from the Revenue Board as was particularly Set forth 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 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 Complainant or any other Sum of Money
Whatever and that as to Any other Responsibility if any had

over

ever existed it was Clearly done 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 Bill to Masulipatam and there enforce the Payment and which no doubt Notwithstanding the Suggestions of the Complainant 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 and upon persons who had before Negotiated Bills which had been Regularly paid and having positively forbid your Petitioner and his Council to transmit any Bills which did not bear an Exchange of ten per Cent and the Loucars having refused to draw at that Exchange it was very Natural and the only Resource 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 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

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 Reason to believe that they would not have been paid but averred that he never did receive any Benefit thereby and maintained that he had not been guilty of any Misfeasance or breach of Trust and your Petitioner did in his said answer insert that to put so wrong a Construction upon his Minute as to make it the ground of the Complainants prosecution and 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 Petitioner did further say it was plain that the said Condraugula Suggernaut Row otherwise Suggapah was not your Petitioners Dubash but a public 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 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

Payments made by Juggapatty Rauze and the Credits given to Him by your Petitioner in and by his said Answer did say that he had faithfully and honorably accounted to them for all Monies whatever 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 Lack four thousand and Nineteen Madras Pagodas four fanams and fifteen Cash being the Amount of 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 Condraigula Juggernaut Row therwise Juggapatty by whom it was pretended the Money said to be deficient was Kept was not a Servant or Dubash of your Petitioner or entrusted by him to receive any Money but that such Monies as he did receive by Virtue of his public appointment of Complainants Interpreter and that 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 Juggapetty Rauze and which was the More Evident as no Claim had ever been set up against your Petitioner untill long after he had quitted the said Chiefship and your Petitioner in and by his

Said

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 Records Might Appear and therefore prayed that the Complainants Bill of Complaint might be dismissed With Costs —

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. Geo aforesaid to protest Bills of Exchange remitted to them from their Settlements Subordinate to their Presidency but merely to Return them and insisted that they did return them to Masulipatam for the purpose of their being Recovered that it was your Petitioners peculiar Office to be receiver 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

Object of your Petitioner and his Council to give all possible
Assistance in furnishing supplies to the Presidency and 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 of 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 delegate the power Changed to have been
given him they dos only say that your Petitioner Was then
the more blameable for the Attempts but dos not deny the fact
as your Petitioner had stated it and they dos further say
that your Petitioner dos not take the said Bill 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 dos further
Say that your Petitioner had in the 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

Replication did also say that of 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 Jagornaut 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 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 Complaint was
Clear and Sufficient - that the Arguments of your Petitioner
Was insufficient ~~that~~ and absurd and that your Petr
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

Contrast of the Council 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 Juggernaut Row otherwise Juggapah was indebted to them at the time Your Petitioner quitted his Chaplaship in Sum of Money Charged by them and that Your Petitioner was the Cause of his having been so Much in Arrears they denied that Your Petitioner did lend the Said Condraigula Juggernaut Row otherwise Juggapah 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 they pretended that your Petitioner had not observed the Oath prescribed and again denied that he had really lent the Said Condraigula Juggernaut Row otherwise Juggapah any Money whatever 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 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

Account which your Petitioner had annexed to his answer and Which was signed by the said Condraigula Juggernaut Row otherwise Juggapah by evasive pretences that he had been influenced by your Petitioner to sign the same and your Petitioner shews the only arguments the Complainants did Make use of to do away 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 Bill and that he had not called upon the said Condraigula Juggernaut Row Juggapah for his Arrears and endeavoured to invalidate the different Items of your Petitioners account with the said Condraigula Juggernaut Row otherwise Juggapah pretending that the said Condraigula 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 and your Petitioner Shews that the Complainants did in their said Replication

Admit

admit that the orders sent by their Board of Revenue respecting
the Recovery of the Arrears due by the said Condraigula Jugger-
=naut 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 Bill of
of Exchange and to shew a Stale 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 Sixteen
thousand Pagodas each the Amount of two of the said Bills
were paid in discharge of the three Teaps of the said Cashvadjs
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 the Complainants in and
by their said Replication admitted generally that what he
had advanced in his said Answer respecting the Consideration
thereon stated to have been given for the Money received
from

from Condraigula Juggernaut Row otherwise Juggapah tho they
endeavoured to do it away by saying that Cashvadjs 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 Condraigula
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 have 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 your Petitioner did lay 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 Bills was also sent round in Circulation and
Remitted by the Chief and Council Jointly 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 Condraigula Juggernaut Row otherwise
Juggapah

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 public Servants to Receive
their Rents 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 Petitioner in his said Answer
Amounting to the said Sum of forty three thousand two Hund-
red and Eddie three Pagodas four Fanams and Seventy
Seven Cash and they did say that your Petitioner Must have
known thereof from his having given Receipts for the same
at the time he quitted the Sheeship they did then attempt
to say that your Petitioner had at other times given a
different account thereof and did Specify the Receipts given
by your Petitioner Copies whereof they did Annex to the said
Replication and your Petitioner shews the Complainants in
their Said Replication did admit that the Bills of Exchange
C. was delivered by your Petitioner to James Hodges who
Succeeded him with a Minute Mentioning the Said Bills

and

and also his Cash accounts in which the said Bill was particularly
Mentioned but endeavoured 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 inconsistent Manner did pretend
that it was not their Duty to investigate the intricate Transactions
of the said Condraigula Juggernaut Row otherwise Juggapah
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
With your Petitioner and again repeated that the Charges
of their Bill were well founded - and your Petitioner shews
that the Complainants in their said Replication did further
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 they
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 favour 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

and asserted they had sufficiently shewn that your Petitioner Was instrumental in Occasioning the Insolvency 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 Petitioners 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 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 Account and to your Petitioner 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 not discharged from being Called upon again and they did say that what your Petitioner had advanced respecting the Soucars not granting Bills of Exchange at 10 p ct was not a Sufficient reason for his taking the Bills he did and pretended that your Petitioner knew the same would not

be

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 approbation 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 Credit 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 Bill of Exchange not having been protested Agreeably to the Custom of Merchants and the Law of the Land the Complainants had no

Right

Rights 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 them of the failure of the Person on whom the Bill was drawn to perform his Engagements 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 agreable to the doctrine of Protests in other Cases" to that your Petitioner insisted that the said Bill of Exchange not having been protested the want thereof was a Sufficient bar 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 Custom 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 to the Rules of Law enjoined to entitle themselves to the Remedy it affordeds 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 them 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 Actions brought by the Complainants and he did 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 is 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 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

Virtually acknowledg'd 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 Responsibelety 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
Make would best 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 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 Subject to the Approbation
of Council to whom they were invariably Submitted Your
Petitioner did shew that such was the practice and that he

Constantly

Constantly Conformed thereto that he took no Bills not 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 Pet.
did further say that the other Members of Council must
have had from their Longer Residence at Masulipatam
at least as good if not a better knowledge of the Persons who were
accustomed to draw Bills as your Petitioner and he 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

Condraigula.

Condraigula Juggernaut Row otherwise Juggapah was so much
in Arrears as the Complainants had stated or that he was
Any more in Arrears 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 of your Petr.
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
his Council as to himself he could not alone have
become responsible for any Acts done in Consequence
thereof that of the Procurement of Bills of Exchange
(theirs and that when being procured was
Was his Duty every subsequent Act was no Advance
whatever to their 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 Signature to the Letters transmitted to the
Presidency and Your Petitioner did insist that the Complainants
as

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 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 has not yet been
Settled between them and your Petitioner insisted that
Whatever it might be the said Condraigula Juggernaut
Row otherwise Juggapah Was often in greater Arrears
in other Chiefships than he was in your Petitioners &
Moreover that many of the former Renters of the said
Districts had been More in Arrears than he was so that
there was nothing so nice or Extraordinary in it as to make
your Petitioner more Responsible than his Predecessors
had

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 he had often in the
Most pressing Terms demanded Payments from him on
account of the Complainants. but that Part of their Demands
being in dispute it was not in his power to enforce the
Payment thereof till those Claims were adjusted and he
did also say it was not his Individual duty either by
Vertue of his Office or of the orders received from the
Presidency to demand payments from the said Condraigula
Juggernaut Row otherwise Juggapah but it Was jointly
on 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 Complainant pretended was intended to give a
Colourable appearance to the Account Your Petitioner did say
they had defeated their own reasoning by selecting it as
a part of its irregularity that whatever the Complainants

Might

Might have Suggested the fact was 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 otherwise
Juggapah your Petitioner did say it was very extraordinary
indeed that 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 also be proved hereafter
by other Evidence and your Petitioner did further say that
the Amount of the Teaps received by him from Gordadoss
Was really advanced by your Petitioner out of his own private
Monies and 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 insinuated your Petitioner insisted that from
the Month of May one thousand Seven hundred and Eighty Six

to

to the Month of June One thousand Seven Hundred and eighty Seven he had paid to the Complainants no less a Sum than One Lack and Twenty nine thousand Pagodas and Which 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 Juggapah was not known to the Council untill 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 also say that the mode 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

and your Petitioner further insisted that the said Condraigula Juggernaut Row 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 his Council Always to know when or to what amount such payments were made that all their Duty enjoined them 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 Complainants and your Petitioner also insisted that as 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 be Altogether unjust to Charge him or his Council with the

Repayment

Repayment thereof that he did not know the money had been received by the said Condraigula Juggernaut Row otherwise Juggapah untill the Evening before he Petitioner quitted the Shipship 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 Juggapahs receiving it and having been assured to him that the Bill he offered would be punctually paid your Petitioner had thought it advisable to accept the Bill and gave the Receipts and the Necessary Entries were then made in Books of account accordingly that those Accounts with such Entries were by your Petr. 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 and they had every opportunity of examining into the Propriety of your Petitioners taking the said Bill and that if they disapproved thereof as your Petitioner was then at Masulepatam it might easily have been returned and the Matter rectified but that as no disapprobation had been shewn untill long Afterwards your Petitioner insisted that all Responsibility with him

him ovasat an End or if any existed it must rest with those who 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 Bill would not have been paid and your Petitioner in his said Rejoinder denied that he had in any Manner Mistated any Transactions with which he was Charged and that it rested with the Complainants and was their duty to support their Charge not by general Surmises 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 an European upon his quitting Such Employ 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 Complainants and was therefore well entitled to the Commendations Your Petitioner had given him and thereupon your Petitioner insisted that it Was a great

Misrepre-

Misrepresentation to give that turn the 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 the payment of the largest of the said Bills And your Petitioner further insisted that he never had Received any Money from the said Juggapelly Rauze but what he had faithfully accounted for and lastly that as the Bills had not been protested as they ought to have been that as your Petitioner was not the Complainants Receiver or Keeper of their Cash alone as the Complainants assert he Was that 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 tha is your Petitioner was not indebted to the said Condraigula Juggernaut Row otherwise Juggapah but was on the Contrary a Creditor that as the Bill sounded on general Surmises without any certain fact being brought within any Certain Law and that it was well known that the Complainants had made a regular Demand upon Condraigula Juggernaut Row Otherwise Juggapah for the same Sums on which they had instituted their Suit against your Petitioner he humbly trusted that he had fully done away the Charges exhibited against him and therefore prayed as in his Plea and answer he had before prayed, —

And your Petitioner Sheweth that on the said Proceedings issue did Join and Rules passed for Examining 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 of Such belief and your Petitioner Sheweth 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 Chiefship 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

unnecessary time Your Petitioner Sheweth that to the fourth Interrogatory which goes to the Constitution of the Board of Masulipatam and the particular Duties Trust and power of your Petitioner as Chief thereof the Complainants have examined four Witnesses and first James Wedges of Council at 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 Dobbyn also of Council at Masulipatam says that it was the Chiefs Office to receive the Rents and Revenues as the Complainants Cashkeeper 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 at Masulipatam says that the Chief is 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 were not entrusted in

Conjunction

Conjunction with any of the Council and that it had been the Custom of Chiefs to employ such Servants to assist them 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 show the Manner of procuring Bills of Exchange to be remitted to the Presidency the said James Wedges deposed that not being in Station he does not know what mode your Petitioner 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 Dobbyn 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 in 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 and he thereby Conceives that your Petitioner was Authorised to take up Bills as aforesaid but says that he Recollects Instances after the said Bills had been

taken

taken of that having been laid before his Council and your Petr.
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 Bills he says that the Bill for about Forty
three thousand Pagodas was delivered to him at the time your
Petitioner quitted the Chiefship 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 Dobbyn says that
having Double of the said Contraigula Juggernaut Rom
otherwise Juggapaka Canoe he gave in a Minute but does not
state what it Contained or the Consiquence thereof and he
intimates that the Two first of the Bills in question were
laid before Council and that he considered them as part of
the said Condraigula Juggernaut Rom otherwise Juggapaka
Balance thereby admitting that he was Consulted upon their
being taken and that with Regard to the other Bill he
intimates that he also supposed it was given in also as a
part of the said Condraigula Juggernaut Rom otherwise Juggapaka
Debt although it is evident he must have known at the
Time that the Amount of the said Bills was together more

than

than ever the Complainants had Claimed and he afterwards says
that your Petitioner had not consulted him on the said Bills
on 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 them 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 Petr.
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 Dobbyn 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 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 Petitioner leaving
his Shipship 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 and says that the Bill was
taken before your Petitioner delivered up his Charge to him
Secondly the said William Dobbyn says the Same— Thirdly

the

the said Samuel Statham says he was absent and fourthly
the said Andrew Scott 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 in Council and believes he your Petr.
did not inform his Council thereof untill he delivered over
the Chiefship to the said James Hodges and that he doesn't
know for what consideration it was taken more than
what it appears by the Books of account and
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 Bills 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 afterwards Secondly the said William
Dobbyn 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 has already Mentioned and
Your Petitioner Sheweth that to the Ninth Interrogatory

Which

Which respects the Minute aforesaid and the accounts given
in by your Petitioner when he quitted the Chiefship first
the said James Hodges says that the Minute is the same
that were given in and he believes the Bill was entered
in the Cash Account Secondly the said William Dobbyn
is examined 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 absent and
Fourthly the said Andrew Scott 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 Complaints were
made by the Zemindars to that 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 to the Eleventh Interrogatory
Which Respects the said Condraygula Juggernaut Row otherwise
Juggapah the said William Dobbyn 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 that he was
Dubash to your Petitioner it Appears to him that

he

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 that to the Twelfth Interrogatory which regards the
Receipts of the different Sums from the different Zemindars
the said Andrew Scott Says he believes that the Exhibit
is a true Statement of the Sum received and that so it appears
by the Cash Account does not know what Receipts were
given but that the Accounts were Credited as before mentioned
and your Petitioner shews that to the thirteenth Interrogatory
whether the Chiefs Receipts do not discharge the Zemindars
the said James Hodges William Dobbyn Samuel Statham
And 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 &
Council to Sign the Letters of advice enclosing the Bills
transmitted he says the foul Drafts 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 knew of the Bills till they saw the
foul draft of the Letter and Your Petitioner Sheweth
that

that to the Seventeenth Interrogatory Which Speaks of the first
Bill the said Andrew Scott says that the same being
Returned for non acceptance it was sent round to the Council
With a Note from your Petitioner explaining Why it Was
Not accepted and in forming them that the Person who had
drawn it had agreed to let the Money remain in the Company's
Treasury untill 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. Dobbyn 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 Condra-
gula Juggernaut Row otherwise Juggapah he believes
the Balance to have been about five thousand Pagodas
which was different from the Complainants Account and
Your Petitioner shews that to the Seventeenth Interrogatory
which regards the Returning of the three Bills abovementioned
the said James Hodges says he does not recollect anything
Material Secondly the said William Dobbyn the same

except

except the Bill being returned Thirdly the said Andrew Scott says that the Bill 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 for Payment and that the said Condraigula Juggernaut Row otherwise Juggapah gave as a Reason for their not being paid was because your Petitioner had not paid him Sum of Money he had engaged to do and your Petitioner Sheweth that to the Eighteenth 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 and Council of Masulipatam and your Petitioner Sheweth that to the Nineteenth Interrogatory respecting the difference in the Receipts and Credits in the Account of the Complainants with Juggapetty Rauze the said James Rodges the Said William Dobbyn and the said Samuel Platt deposing nothing Material 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 your Petitioners hand Writing he

also

also says that he believes Exhibit N Fourteen to be a true Copy and that Seventy one thousand one hundred and fifty Six Pagodas thirty four Fanams and Seaty five Cash is all that the said Juggapelly Rauze has had Credit for of which thirty Nine thousand three hundred and ten Pagodas appears to have been for Payments made to Chas Floyer Junior and that thirty Six thousand Pagodas were received by George Westcott and that the Sum of five Thousand five hundred Pagodas was paid to Your Pet.r he does not know any Reason for the difference between what the said Juggapelly Rauze Charges to have paid and what is Credited him but he has heard it explained in Council by Venkiah and that it Was Stopped by the said Condraigala Juggernaut Row otherwise Juggapah and he says he has seen a paper by the said Condraigala Juggernaut otherwise 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 Inventieth 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

Which speaks of the payment of five thousand five hundred Pagodas to your Petitioner by Venkiah and Which Venkiah says he did pay the same and your Petitioner shews that to the Twenty third Interrogatory Regarding the said Condraigula Juggernaut Row otherwise Juggapahs Arrears first the said William Dobbyn says the said Condraigula Juggernaut Row 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 the said Condraigula Juggernaut Row otherwise Juggapah was Considerably in arrears he says he does not know what Payments he may have made that he Considers it as the Duty of the Chief to call for the Payments of arrears and that in case of their not being paid to inform Council thereof and your Petitioner Sheweth that to the Twenty Ninth Interrogatory Gradadoss says that he did give a Teap in favor of your Petitioner of Twenty Eight thousand Pagodas at the

Instance

Instance of the said Condraigula Juggernaut Row otherwise 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 also gave a teap on Benares for Seventy two thousand and odd Rupees for which he received of the said Condraigula Juggernaut Row otherwise Juggapah thirteen thousand Pagodas in Cash and the Remainder he promised to pay in Eight days 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 Interrogatory to the Second whereof intended to prove the Receipt which were given by your Petitioner the said James Hodges William Dobbyn and Andrew Scott did 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 their

Receipts

Receipts and how the Money was accounted for to the Complai-
-nants the said James Hodges William Dobbyn and
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 the Sixth Interrogatory goes
to explain the words Semmabundy and Cowle the one being
the Agreement signed by the Company and 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 his Secretary Ship the
Business of the Revenue being sometimes entrusted
to the Chief alone and Sometimes Jointly to him and his
Council but the Receipt thereof is always on 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
than former Chiefs and consequently did not exercise —
greater authority than former Chiefs had done before him
and

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 from
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 incumbent on
every Member of Council who knew or believed a Bill of Exchange
received by your Petitioner to have been bad or doubtfull to State
such opinion to the Chief — to the Seventh Interrogatory he
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

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 Succeeding Members who 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 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 Bill of Exchange to be transmitted to the Presidency he Conceives such an 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 & August were paid to the Twelfth Interrogatory the said Andrew Scott says there was an order from Government to make Remittances

and

and that the State of the Treasury at Masulipatam did not admit of their sending the Sums 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 and conceives it was the joint Duty of the Chief 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 Responsibility 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 abovementioned 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

and he said Andrew Scott to the same Interrogatory says he
Was appointed the Complainants Interpriter by Government
does not conceive he was authorized to receive their Rents
but he knows he was in the Habit of receiving them to the
Seventeenth Interrogatory the said Andrew Scott speaking
of the Bill of Exchange an Exhibit Marked 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 at 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 Council to the
Eighteenth Interrogatory relative to the Soucars refusing to
draw Bills at the Batta of 10 p Cent the said Andrew
Scott says he believed they were averse thereto to the
Nineteenth Interrogatory he says the Chiefs Receipt to the
Zemindars and Renters are the only regular Vouchers to the
Twentieth Interrogatory the said Andrew Scott says that
Venkiah Juggapelly Rayzes Vakeel Charged Juggapah
with stopping the said Sum of Nine thousand Six hundred

Pags

Pagodas and believes your Petitioner was not applied to about
it till after he quitted the Chiefship to the twenty first Interroga-
tory 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
had an authority to examine such Accounts 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 Petitioners 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 Dobbyn 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
Accounts delivered in which the Rents were new arranged that

No

No Objection was made thereto by any of the Council and that the same Was transmitted by the Presidency the Twenty Sixth Interrogatory 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 falling due the said Andrew Scott says there might have been a Minute delivered in by your Petitioners and he believes it Might be specified that six lists for the preceeding 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 believes 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 Dobbyn 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

Council and the said Samuel Statham says that he does not know that your Petitioner was exclusively authorized 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 the particulars he believes the Bill would have been sent round or in some other Manner mentioned to the Members of the Council if the Council had not met as it did 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 that one of whom Charles Nicholas White Esqr Secretary at Fort St. George says that he considered the Duties of Collecting and receiving the Revenues at the different Factories subordinate to Fort St. George

Vested

Vested jointly in the Chief and Council that two Bills were remitted to Masulipatam drawn by Condraigula Juggernaut Row otherwise Juggapah on Sitteramiah 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 June one thousand Seven hundred and Eighty Six that the Chiefs from Conviction of Government 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 in that District in Consequence of which he had been Authorized to transmit Bills for the purpose of transmitting them to the Presidency he says that no Bills had been remitted from September one thousand Seven hundred and Eighty Six till April one thousand Seven hundred and Eighty Seven when Government had advised that a Lack of Pagodas should be sent over Land unless they could procure Bills of Exchange in favor of the President in Council for the part or for the whole thereof and he further says that the execution of these orders appeared to him to involve the Responsibility of the Council 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 the Council to enforce the orders of

Govt

Government he further says he believes that Juggapah had for some time been in the Custom of drawing Bills in favor of the President in Council upon Sitteramiah as well as upon Sattanah and that such Bills had been paid as punctually as others he also says that other Renters of the same District as Juggapah Rented had been more in arrear than Juggapah was during your Petitioners Chiefship and particularly Latcheman Narloo Pundit & Vencata Kistna Row that the Arrears of these 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 is examined Respecting the Custom of protesting Bills and says that if such Bills are not protested and returned immediately to the Persons from whom they have been received that the Drawers of such Bills of Exchange are thereby discharged from any Responsibility and the Holders thereof lose their Recourse on the Remitters 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 Roebuck William Balfour Secretary to the Board of Revenue confirms that part of the Depositions of the said Charles White

Respecting

respecting former Renters of the Districts Juggapah Rentea he says that Several of them had been more in Arrears than Juggapah was that such arrears had not been paid and that the Chief had not been considered as liable he says that Juggapahs accounts with the Complainants 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 Board at 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 says that Two Bills one for twenty thousand Pagodas and the other for ten thousand Pagodas drawn by Juggapah upon Sittenamah had been remitted and punctually paid and further that Juggapah had been long in the Custom of Drawing Bills in favor 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 deposes that he was

Sub-

Sub accountant General and that it appeared by the Complainants Cash account of Masulipatam that between the Month of June One thousand Seven Hundred and Eighty Six and the First of April 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 Lack and fifty thousand Pagodas and Edward John Holland also deposes that there were larger arrears due from other Renters than there were from Juggapah during the Time of your Petitioners Chiefship that these arrears had never been paid or the Chiefs held responsible and which is corroborated by the said James Hodges who also says the same and Thomas Cockburn deposes that the Debt of Latchemanarsoo Pundit the former Renter of the same Districts Which Juggapah Renter is of one Lack and Seventy thousand Pagodas in arrears he further says that there is another Balance due from Vencatahestna Row he also says that your Petitioner is Not debited in the Complainants Books for any Sum of Money whatever and that is Corroborated by the said Robert Woolf 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 Council and not in the

Chief

Chief alone and Arthur Langford Cook says that he has looked at the Accounts 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 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 bona fide 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 he 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 between your Petitioners and the said Condraigula Juggernaut Row otherwise Juggapah he says the said Condraigula Juggernaut Row otherwise Juggapah did transmit the same himself in his own hand writing from Vouchers that were produced and that after the same had been fully examined and Appeared he signed his Name thereto that he firmly believes the Sums mentioned were actually Lent and advanced at the Terms specified that for part of these Sums your Petitioner had Received three Teaps of Cashvadofs Soucar for ten thousand Pagodas which 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 Condraigula Juggernaut Row otherwise Juggapah in Money from your Petitioners own Cash for a Teap which the said Condraigula Juggernaut Row otherwise Juggapah delivered to your Petitioner of Gordadofs Soucar for the said Sum of Twenty Eight Thousand Pagodas and that the said Teap was delivered up upon its being paid he further says that the said Condraigula Juggernaut Row otherwise Juggapah had 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 that 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 Sum of Money without his knowing it.—

And

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 at the same time to establish the Several Matters and things Set forth in the Defence Set up by your Petitioner he begs 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 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 had 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 Dobbyn to the fourth Interrogatory on the part of the Complainants says the Chief was entrusted by his Council to procure Bills and Ross examined to the Twenty Ninth Interrogatory says he does not recollect whether the Chief was or was not authorized exclusively

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 Ross examined to the Seventh Interrogatory he says that the Method taken by your Petitioner during his Chiefship respecting Remittances was sometimes to lay the Bill 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 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 Ross examined to the Twenty First

Interrogatory

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 Member 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 accounts being passed by Council and Approved by them renders 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 from a number of other Circumstances that might be adduced your Petitioner humbly insists it will appear that your Petitioners Authority was under the Controul 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 Petr. 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 the insufficiency Withold their Consent and if they appeared bad or doubtfull 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 Controul of his Council but that it was

a

a duty incumbent on them to exercise that Controul 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 Drawers of Bills as Charged in the Complainants said Bill of Complaint your Petitioner Sheweth that the said James Hodges and William Dobbyn 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 the public Interpreter of the Complainants was in the habit of daily Communications with them and as one of them Zemindars and Renters and from a Multiplicity of other 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 most that is to say during the Periods 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 Depositions 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 Juggapah and Setteramiah 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 Depositions 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 range 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 Charles Nicholas White to the Tenth Interrogatory on the part of your Petr. says the execution of such orders involved the Chief and Council jointly and

and your Petitioner Sheweth that with respect to the Orders of the Board of Revenue respecting Juggapah the said Samuel Statham and the said Andrew Scott to the fourteenth Interrogatory on 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 Juggapah's Authority the said Samuel Statham to the fifteenth Interrogatory on the part of your Petitioner says that as Interpreter and Dubash 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 the Service to receive Rents and Revenues and the said Andrew Scott to the thirteenth Interrogatory on the part of your Petitioner says that 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 Council Duty to examine and point out Errors and passing

passing the accounts rendering them jointly responsible that it is the Custom for the Chief to lay Monthly Accounts before Council that your Petitioner Conformed thereto and that his Accounts were always ready for Inspection and sometimes sent round it is in proof upon the Deposition of the said Thomas Cockburn 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 respect to the Complainants Cash in like Manner as his Predecessors had done that he was under the Controul 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 therefore your Petitioner Sheweth that the said Andrew Scott to the Twenty fifth and to the Twenty Sixth Interrogatory says that your Petitioner did deliver into Council signed by Juggapah an account between him and the Complainants and a Statement of Juggapah's Ballance and not objected to by Council and the

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 Meerajee and that was no more than Twenty thousand Pagodas and as Juggapahs 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 is 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 objection is evident for the said Andrew Scott says as above set forth deposing to the Twenty first Interrogatory that the Cash Accounts were some times sent round for the Inspection of the different Members and always ready when called for so that there could not possibly be any Separation of Responsibility of the Chief and Council and your Petitioner Sheweth that in Regard to the Charge in the

the Complainants Bill stating that the said Juggapah was Dubash to your Petitioner the said James Hodges and William Dobbyn to the Eleventh Interrogatory on the part of the Complainants say they do not know he was Dubash to Your Petitioner and the said Arthur Longford Spoke to the Second additional Interrogatory on the Part of the Complainants says he was not Dubash to your Petitioner and your Petitioner Sheweth that it has already appeared that orders were sent to the Chief and Council of Masulpatam for a Remittance of one Lack of Pagodas and that the Subsequent Remittances were in Consequence and those Remittances embrace the Bills of Exchange in Exhibit Marked A B & C and first with Respect to the Exhibits A & B William Dobbyn to the fifth Interrogatory on the part of the Complainants when they were delivered into Council and Received & Remitted by them to the Presidency It has also appeared that Juggapahs Bills had been all punctually paid untill 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 Considered as a Matter of course Therefore Your Petitioner Sheweth that the amount for the Two Bills in Question A & B after they had been Received were paid to Juggapah by your Petr as a Matter of Course and they were Remitted to Madras by the

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 part of the Amount
of one of the Bills had from those Funds been actually
paid to the Company's Shroff Iya Tomby to the Fifteenth
Interrogatory on the part of your Petitioner shews that your
Petitioner 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 Vencapah to the Seventeenth Interrogatory also on the
part of the Complainants says that he did accept the Bill
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 Pagodas on 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 debited in Several Sums from the first to the
tenth

Tenth of June one thousand Seven hundred and Eighty Seven
inclusive but that Condraigula Juggernaut Row otherwise Jugga-
pah did some time afterwards declare to the Chief & 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 said Sums were declared by Condraigula Juggernaut
Row otherwise Juggapah to have been received on account of
the Company's Revenue the Complainants Cash 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
Bills had been paid out of the Complainants Treasury to the
aforesaid Condraigula Juggernaut Row otherwise Juggapah and
William Dobbyn to the Fourth Interrogatory on the part of the
Complainants says that the Chief was entrusted by his Council

to

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 the 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 Authorised to receive Bills exclusively without the Sanction of Council and the said William Dobbyn on the part of the Complainants to the fifth 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 to the Preceding Same Depositions and almost immediately he says that he went with the said James Hodges to receive Charge of the Settlement from your Petitioner that the said James Hodges to receive Charge of the Settlement from your Petitioner that the said James Hodges on returning Your Petitioner with drew and your Petitioner produced a Bill of Condraguila 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

Assembled in the said James Hodges's 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 Dobbyn 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 Exhibit Marked C. into Council on the day immediately previous to his Resignation considered the propriety of Receiving 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 Responsibelity would devolve upon him and the other Members of Council & again that he did not know untill 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 specifying 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

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 account was Credited for forty three thousand Pagodas 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 the Complainants Cash account was or was not debited on the tenth June one thousand Seven hundred and Eighty Seven any particular Sum to the Amount of the 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 Bills had been paid out of the Treasury the day before and to the Seventeenth Interrogatory on the part of the Complainants he says that a Bill to the Amount of Exhibit 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

been paid out of the Cash on the Tenth of June that your Petr. did not Consult with him nor does he know and believe that he consulted with any of his Council upon the Propriety or Necessity of 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 & Council for forty three thousand Pagodas which he the Deponent observed would be an acceptable Remittance that he saw a Paper in your Petitioners hand which he believes to be the Bill your Petr. spoke of and then in the most unaccountable Manner he says that he believes the Exhibit alluded to in the Exhibit N° 4 to Which he is examined to be those 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 or Exhibit Marked C was received by your Petitioners Successor the said James Hodges and Council upon Deliberation thereon and at two different periods first at the House of your Petr. and afterwards at the House of the said James Hodges further and that the Cash Account Specifying the Particulars Relative

to

to the amount of the said Bill was delivered in by your Petitioner at the Time he delivered in the said Bill and that passing the said Account without objecting thereto rendered the said James Hodges and his Council jointly Responsible with your Petitioner and the more particularly so 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 proff for the said William Dobbyn 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 any thing that might be considered as a Means of lessening his Debt and your Petitioner says that as it appears in Evidence that the said Juggapah had received Money from the Zemindars to

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 Security he Could give and as his Bill 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 Security 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 said Andrew Scott to the Twentieth Interrogatory on the part of your Petitioner says that Juggapelly Rauzes Vakeel did declare before the Chief and Council but at what particular time the Deponents Cannot Recollect that Condraigula Juggernauth Row otherwise Juggapah had out of the Sum paid on account of the said Juggapelly 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

been so withheld 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 & explained in Council by Dany Rauze Venkiah
that the Sum of Nine thousand Six hundred and fifty Pags
three fanams and fifteen Cash or thereabouts had been with
held by Juggapah from Cash paid by Juggapetty Rauze
on account of his Revenues to the Complainants and does
further Recollect to have seen a paper signed by Juggapah
Specifying that he had received and withheld 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 Company's
Treasury he perfectly well knew and Artfully 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 Collusion between the Parties and
Consequently that Juggapetty Rauze is liable to pay the
Amount

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 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 said Decree might appear

Your Petitioner further begs leave to
shew that by this Decree he did Conceive himself much
aggrieved and did therefore Appeal there from to the
Honble the Court of Appeals at Madraspatnam aforesaid and
did in such his appeal offer to the said Court of Appeals the
following Reasons against such Decree

First. Because the said Mayors Court had no foundation
whereupon to Ground their said Decree for that it is an
invariable Rule and rigidly adhered to in all his Majestys
Courts that in order to entitle a Complainant 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 Defendants 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 Proof 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 and the same is admitted by the Complainant that no one of the three Bills of Exchange upon which the Suit is brought were ever protested for non acceptance or non payment when the same was refused by the Drawers thereof as by the Law 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

Thirdly Because it is evident from the Proceedings and as the same is admitted by the Complainants that the Said Bills of Exchange had been kept 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 to the Drawers wherefore and by Reason thereof the Complainants have taken upon themselves any and every Loss that might arose from their Non payment for that otherwise they would benefit by their own Leaches and no Man can take advantage of his own wrong.—

Fourthly Because it is evident from the Witnesses examined both on the part of the Complainants and your Petitioner that the Constitution of the Board of Masulipatam is regarded a Chief and Council Jointly who were not Competent to any Separate act but that every public act that could be binding 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

Fifthly Because the Chief by the very Nature of the Term can only 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 who of course are jointly bound thereby.—

Sixthly Because the Union of the Complainants to be the usage (Chief and his Council in this Case is admitted by the) 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 Predecessors possessed and it is on 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 or 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 in proof to have been taken in the usual manner that Bills of Exchange had always been taken at the Chiefship of Masulipatam

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 unanimously Approved thereof and that they transmitted the same enclosed in a Letter signed by the Chief & 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 Vencapah 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 also 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 altho stated in the best possible Manner Cannot be equal to a positive Affirmative strengthened by Clear circumstantial aids 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

Swears to the Execution of his own act as the said Vencapah does to the Seventeenth Interrogatory exhibited on the part of the Complainants who must have supposed and believed him a person of Credibility and 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 actually paid by the Acceptor of the said Bill in part discharge thereof and as any Payment on a Bill of Exchange without a Specific Reason Assigned discharges 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 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 Compta-nants 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 Zemindars and Renters of the Complainants and who by having so paid the Money 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 benefited thereby—

Eleventhly Because the Sum of Money Charged to have been omitted in the account of Jugapelly Rauze is in Proof to have been with held by the said Condraugela Juggernaut Row otherwise Jugapah who is admitted to have been a public Servant of the Complainants and Authorized accordingly 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 Might be urged at the hearing your Petitioner prayed the said Decree of the said Mayors Court Might be reversed and that the Complainants said Bill might be dismissed with Costs and that your Petitioner might have such other and further general Relief as to the Honble Court might seem Meet.—

Your

Your Petitioner begs leave further to Shew that to this Petition of Appeal the Respondents did on the Sixth day of June in the present year of our Lord one thousand Seven hundred and Ninety One file an answer and did therein pretend to recite the Bill of Complaint the Plea and Answer the Replication and the Rejoinder that had been filed in the Honble the Mayors Court but instead thereof they much mistated the same and inserted therein many Positions and Assertions that were altogether Groundless and Supposed many Part thereof which made against and enlarging upon others which they imagined tended to their advantage as by Comparing the same with the abovementioned Several Pleadings as they were filed in the said Honble the Mayors Court and of which Official Copies are herewith transmitted may particularly appear your Petitioner also begs leave to observe upon these Proceedings as stated by the Respondents in their answer to your Petitioners Appeal that the Several Charges Contained in their Bill of Complaint ought as your Petitioner humbly Conceives to be supported by proper Evidence and proved exactly in the Manner stated therein and not otherwise and that no other facts whatever should be put in proof but such as are Contained in the Charges therein In opposition to

Which

Which well known Rules of all Judicial Proceedings the Respondents in their Answer to your Petitioners Appeal presume to State that the Members of their Council at Masulipatam aforesaid did in consequence of a Minute entered upon their Records by your Petitioner Vest in and delegate to him full Power and Authority to accept such Bills of Exchange for the purpose of Remittances to the Respondents said President and Council as he your Petitioner adjudge to be good whereas the Truth is that they never did vest in your Petitioner or delegate to him any such Power nor is there in the Depositions they have produced the Smallest Proof of any such Power being delegated by them to your Petitioner and altho the Respondents must well know this yet in their said answer they proceed to urge that such Power & Authority being as aforesaid vested in your Petitioner it become his Sole and exclusive duty to accept such Bills and that your Petitioner become responsible to them for the Amount of such Bills in Case of their not being paid whereas the fact is and it is proved so to be and the Respondents well know thereof that from the known usage and Custom of their Service their Chief & Council were never Supposed to be responsible either jointly or Separately for the Bills of

Exchange

Exchange they should accept either at Masulipatam or at any
of other factorys and therefore not being Vested with any Power
which could make them responsible it was utterly imposible
they could delegate to your Petitioner any Power that could
make him responsible again the Respondents pursuing the
same mode of artfully endeavouring to intimate that your
Petitioner was possessed of more Power than his Predecessors
respecting the Bills of Exchange that might be remitted
during his Chiefship to the Presidency asserts in their Answer
that the Respondents did write to the Appellant respecting
a Remittance to the Presidency of one Lack of Pagodas
whereas the fact is and well known so to be by the Respondents
that they did not write to your Petitioner alone as they
most untruly State but to him and his Council jointly and
this is in full proof from the Depositions in the Cause
Again your Petitioner humbly begs leave to represent that
the Bill of Complaint of the Respondents Compraises many things
altogether inconsistent with the Prayer thereof such as
Your Petitioner receiving Money from Juggapah on his
private account and allowing him to be in arrears to the
Respondents These facts your Petitioner has
fully confuted in the Proceedings and Depositions that
have

have passed in the Cause but he presumes to mention them
again here in his Remarks on the Respondents answer as it
will prove that as these Insinuations could not be introduced
to promote the attainment of the object of the Bill they
Must have been intended merely as aggravations to endeavour
to throw suspicions upon your Petitioners Character – and will
Shew the Spirit with which the Proceedings against your
Petitioner have been carried on – again the Respondents in
their answer state that your Petitioner gave out and pretended
that the said Juggapah was largely in his Debt and on other
Parts thereof they intimate that this has not been proved by
your Petitioner whereas the Truth is that there is the most
positive evidence and proof thereof – again they think proper to
State in their said answer that your Petitioner well knew
that the said Bills of Exchange would not be paid tho they do
not attempt to prove this in the smallest Degree and the
fact is altogether otherwise – They more over Charge in their
said Answer that your Petitioner did desire and direct the said
Juggapah to draw the Bill for fifteen thousand Madras
Pagodas on his Vakeel Seetaramiah which is directly Contrary
to the Fact and not proved or even attempted to be proved by
the Respondents again they say that the Persons on whom

the

the Bills were Drawn were utterly unable to pay the amount of the Bills but they have not attempted to produce a Single Witness to these Inability and the fact is that they could not because it is well known that they are both Persons of Responsibility and Credit They state further in their Answer that the said Juggapah having been the Respondents Interpreter at Masulipatam aforesaid it was Customary for the Zemindars Renters and Farmers of that District to pay their Rents and Tributes into the Hands of the said Juggapah and for him to pay them over to your Petitioner - This Acknowledgement therefore admits that the said Juggapah Was then Interpreter and in the Habit of Receiving their Money and therefore he must be liable alone for the Money he has received unless he can prove that he had paid it to Your Petitioner - but instead of doing so he himself Acknowledges his having received it and there is not a Single attempt to prove that the Money or any part of it was ever paid to your Petitioner or applied to his use all the Respondents most unwarrantable and without the Smallest Ground for such an Assertion a little further in their Answer presume to say that the said Juggapah did by the order and Direction of the said Juggapah pay the same away on the Private

Account

Account of your Petitioner a Charge totally unsupported by a Single Evidence or even attempted to be examined to so Conscious were the Respondents that they could not prove it - and yet with a strange Inconsistency in this their Answer they presume again to Repeat within a very few lines further that your Petitioner did as aforesaid direct the application of such Money / meaning the Sum of forty three thousand two hundred and Eighty three Pagodas four Fanams and Seventy Seven Cash which Juggapah Acknowledges he / to your Petitioners own private use and advantage - The Respondents further state in their said Answer that the Renters who had paid the Said Sum of forty three thousand two hundred and Eighty three Pagodas four Fanams and Seventy Seven Cash did make application to your Petitioner for Receipts for the same - whereas the Truth is quite otherwise and it is proved by their own Evidence that the Renters did not apply to your Petitioner or pretend to Charge him With having received the money but they applied to the said Juggapah the Person to whom they had paid it again the Respondents say that your Petitioner in

order

Order to retain and keep the Money did apply to the said Juggapah for the Bill of Exchange Marked C. and yet of this Assertion made with so much Boldness there is Not the Smallest attempt to Substantiate the Proof Again soon after in their Answer they Repeat the Inability of the Person who accepted the Bill to discharge the Amount and again insist upon your Petitioners Exclusive Responsibility for their Payment neither of Which Facts are in the Smallest Degree proved and therefore tho these Facts if proved might give a Plea of Strength and Support the Respondents Cause by being Repeatedly urged Yet these mere Assertions of the Respondents when they are discovered as they must be to want that proof do as your Petitioner humbly Conceives the more they are repeated and relied on the more tend to Weaken it your Petitioner begs leave to State further respecting the Respondents Answer that the Sum of Money said to be deficient in Juggapelly Rauzes Account is Charged to have been received by your Petitioner himself by Juggapah which admits that the Money was received by Juggapah and this is also Confirmed in other parts of the Respondents Answer by their own

own acknowledgements and as they state the same to be a short Receipt given to him It is not pretended that he is discharged from the Claim of the Respondents nor is it attempted to be proved that your Petitioner has received the Money and therefore it is plain the Respondents have received no Injury and therefore have no right to any action and on the other Hand it is equally plain that your Petitioner has not received any advantage and therefore ought not to be exposed to any Loss but the matter rests entirely between the said Juggapah and the said Juggapelly Rauze who are the only persons interested in the Contest your Petr further begs leave to represent that the Respondents in their Amount for which their Suit was brought the sume of Seventy three thousand two Hundred and Eighty Madras Pagodas four Fanams and Seventy Seven Cash was as was stated by your Petitioner in his Plea and Answer for the Amount of three Certain Bills of Exchange / Being the Bills of Exchange Exhibited in the Cause and distinguished by the Letters A B & C and therefore your Petitioner humbly Conceives that as far as that Sum extends the Respondents agree with your Petitioner in resting the whole thereof upon these Bills as the Grounds and the only Grounds whereon they have brought their Suit and

their

their not being paid the only Injury they Complain of and therefore the only question is whether Your Petitioner as the Remitter of these Bills without inclosing them and without any usage warranting such Responsibility and in the act of Remitting them acting as their Servant and that only jointly with others in their Service is by Law liable for the Payment of these Bills upon their not being paid by the Acceptor It being further also admitted and acknowledged by both parties that these Bills were not protested that they were kept a Considerable time after they were due before they were returned And that no Steps were taken to enforce their Payment by the Acceptors and altho it is not attempted to be proved that they were unable to pay the Amount the Fact indeed of inability is Charged by the Respondents in their Pleadings but as it is not proved them merely asserting it Cannot avail unless it be to shew how essential this Fact is and how incumbent it was on them to prove it in order to Support their Suit and evince that they were injured as they say they have been Which Your Petitioner altogether denies unless it may be by their own and inattention in not taking the proper Steps for the Recovery of their Property from the Persons who by Accepting the said Bills had undertaken to Secure

Your

Your Petitioner further begs leave to represent that the Respondents in their Replication state the Custom of their Service to be not to cause any Protest or Mahasee / the Indian Word for Protest / to be made of Bills of Exchange Remitted to them from their Settlements of Masulipatam or from any Settlement Subordinate to their said Presidency but to retain them under the Description of Non Acceptance or Non payment which Custom Your Petitioner humbly conceives evidently implies that as the Remitter of these Bills of Exchange were always their Servants it was not the Custom to Consider them Responsible and therefore a Protest was never thought of as of any use and what has been the uniform Course of the Respondents Service in Regard to their other Servants must be equally binding on them in respect to your Petitioner Your Petitioner further begs leave to Shew that the Respondents in their Replication state that your Petitioner having pleaded the Want of Protest and the not enforcing the Payment of the said Bills of Exchange by the Acceptors do thereby admit the other Charges of the Bill but this your Petitioner humbly insists is incident to every defence conceiving as your Petitioners does of Matters of Law and Matters of Fact and the same Mode of Arguing may be equally made use

of

of against themselves for by relying on the other Circumstances
Which they charge in their Bill they admit the not protesting
the Bill and all the Law arising there from as well as their
not enforcing the Payment and the Law thereupon and if Issue
Was joined upon this part of the pleadings alone the
Respondents action would be equally unsupported for
in regard to the Protest the Custom they set up if not protesting
it is either a Sufficient Reply thereto or not if it is not of
Cause the Plea is admitted and just as the Custom it proves
as is above noticed that the Remitter was never considered
answerable so that taken either away it makes against them
in regard to the Plea of not Protesting and the Possibility
of Inforcing the Payment and their not doing it not being
disproved — both the Parts of this Plea which is alluded
to by the Respondents are in favor of your Petitioner again
the Replication of the Respondents states that their Council
at Masulpatam by consenting to the Minute of your Lds
refused to in their Bill of Complaint did approve of your
Petitioner taking any Bills he might judge proper yet
It is in proof and relied on much in other parts of the
Respondents proceedings that the Council Stipulated in regard
to the first of the said three Bills that (the Cash should

not

Not be Issued till the Bills was accepted which is altogether
incompatible with this part of their Replication and entirely
Confutes it — and it is Submitted whether by this act the
Members of Council did not evidently take an active part in
Regard to the Bills to be Remitted to the Presidency and
demonstrate by such their Interference either that they never
had parted with any of their Powers as they now pretend or
if they ever had that they had again resumed them previous to the
Transmission of any of the Remittances on which the
present Suit is brought — again Your Petitioner begs leave
to Represent that the Respondents in their said Answers instead
of Simply Reciting the Replication they filed under pretence
of reciting such Replication enter into a long and very
diffusive argument Founded as they pretend to say upon what
they Conjecture to be probable respecting the Loans made by your
Petitioner to the said Juggapah which Probability they attempt
to Set up against the most positive Evidence adduced by your
Petitioner and that not from any want of any better proof
as it cannot be denied by them that Juggapah was himself
present at Madras and might if they had thought proper
have been at any time examined thereto — again the Respondents
presume to say that the first Bill being the Exhibit A

Was

Was not laid before Council untill it Was returned for New
payment altho it is in the Clearest Manner proved that it
Was first Sent round in Circulation for the Approbation of
the Council and Remitted in a Letter Subscribed by them to
the Presidency — but if it was true as the Respondents
in other parts of their Proceedings insist. that the Council
had Nothing to do with the Remittances it Was useless
and unnecessary to Submit them to the Members of Council
is that the Respondents Contradict themselves just to
insist that your Petitioner had done the Charge of all
Remittances and then to make it one of their Charges
against him that he did not Submit these Remittances
to his Council for their Approbation before he transmitted
them to the Presidency Again the Respondents presume
to say that your Petitioner knew that every Necessary
Means were taken to receive the Amount of the said Bills
from the Acceptor and Drawer — altho your Petitioner —
throughout the Proceedings invariably denies it and the
Respondents have not attempted to prove that they did take
any Steps whatever to recover the Money either from the
Acceptor or Drawer and the Respondents well know the
fact to be that they did not again the Respondents in their

Answer.

Answer speaking of the Exhibit Marked C introduce much
argumentative matter not noticed in their Replication and
adduce the Copies of a Letter said to have been written to
Sir Archibald Campbell which is not in any manner proved
in the Proceedings — The Respondents moreover presume to say
that the former Bills that were drawn by Juggapah have not
been punctually paid and that there remains no less a Balance
than Seventeen Thousand five hundred Pagodas unpaid of
former Bills drawn by him during your Petitioners Chiefship
of which there is not the Smallest Proof in the Proceedings
and their own Witness Mr. Andrew Scott Swears that he
believes they were all punctually paid and the Fact is well
known that they were all paid In another part of their
said Answer the Respondents say that your Petitioner had
very improperly undertaken to Support the Credit of the said
Juggapah upon Grounds which he knew were not tolerated by
the Respondents Government and which were by no means
of the matter in question on which your Petr.
begs leave to remark that this Censure upon your Petitioners
Vindicating the Credit of Juggapah upon Grounds as the
Respondents State not tolerated by them bespeaks more the
Authoritative Mandates of Power than the Suppliant Language
of

of Factors humbly Complaining to a Court of Justice of some
Injury they had received and it cannot indeed but occasion
the Recollection of the very Different Respective Situation of
the Respondents and your Petitioner It must then too that
the Respondents would allow themselves alone to be the
Judges of their accounts with the said Juggapah and of his
Credit and as they insist that his Solvency not relevant
to the Matter in question it must follow on the other
hand that neither could his Insolvency be any Support
of their action and therefore all they have Stated to that
purport is altogether nugatory and to the Matter
in question Your Petitioner further begs leave to State that
the Respondents also say in their Answer that your
Petitioner in his Rejoinder Charges that it Was incumbent
on them to endeavour to enforce the Payment of the said
Bills and not to Conclude because they had not used any
Means to Recover the Amount that therefore they could not
Recover the Amount and your Petitioner Acknowledges that he
did in his said Rejoinder say something to that or the
like purport thereby Candidly giving Notice to the Respondents
of the Matters that were necessary to Support their Bill of
Complaint and as the Respondents have not thus

Required

required by your Petitioner so to do given any Proofs whatever
of the Facts above noticed it is fair and Legal to conclude that
they cannot prove these facts in any way to their advantage and
therefore they are to be taken most strongly against them
that is to say first that they never did make use of any proper
Endeavours to procure payment and Secondly that if they had used
proper Endeavours they would have been able to recover it more-
over the Respondents presume again to repeat that your
Petitioner has undertaken to prove that the several Sums of
Money Charged to be lent to Juggapah were really lent and that
he has not done so which is directly contrary to the fact as
Every Item of the Account and the Balance is not only proved
by the Accounts themselves produced with his Signature thereto
but also by the positive Testimony of Arthur Longford Cook
Who swears in the most pointed and positive Manner to the
Truth thereof and therefore what the Respondents also in
another part of their Answer intimate that the Truth of
the said Account would appear by other Evidence which has
not appeared is also equally a misstatement of the truth
and again the Respondents state that your Petitioners Rejoinder
Charges that your Petitioner never did receive any Money
of the Respondents which he has not accounted for as he

Will

Will prove and they that your Petitioner has not proved this
— on which Your Petitioner begs leave to remark that it
lests with them on every account to prove that he has
— and as they have not done he has supported what he
has advanced in his Rejoinder in the fullest Manner
he could Support an assertion that was merely negative
— Your Petitioner Sheweth further that the Respondents
having in this very unfair and uncandid manner
stated the Pleadings filed in the Honble the Mayors
Court in the same designeous manner proceed to State
the Several Depositions taken as well on their Part
as on the Part of the Respondents —

And your Petitioner most humbly
Sheweth that to the several reasons urged by your Petitioners
in and by his said Petition to the said Court of Appeals
as Cause of Appeal from the said Decree of the said Mayors
Court the Respondents did in and by their said Answer
to your Petitioners said Petition of appeal Set forth a
Variety of matters and things which your Petitioner
Most humble presumes were and so the same may
hereafter appear to be either inconclusive or impertinent and
in principles
did lay down positions that were erroneous & inconsistent

in

in their Application advance arguments that were either
fallacious or unfounded and draw conclusions that were
not warranted by Evidence or agreeable to the Fact and
did attempt by unfair statements and unjust constructions
to throw a slur upon the conduct and Character of your
Petitioner with a view of depreciating his Cause and
injuring the merits thereof contrary to equity and good
conscience and contrary to truth and to Justice and —
So your Petitioner further humbly presumes the same
will hereafter fully appear — For your Petitioner
Most humbly Sheweth that the Respondents to your
Petitioners said first Reason for Appeal from the said
Decree of the said mayors Court to the said Court of Appeals
did say that if the depositions meant to Support the Charges
in their the Respondents Bill of Complaint were not warranted
by the Cause of action but were foreign thereto and were
any wise irregular your Petitioner might have excepted
thereto and the legality propriety and Necessity thereof would in
that case have been determined by the said Mayors Court previous
to the hearing of the Cause and if found improper or unnecessary
they would have been suppressed and not allowed to have been
read at the hearing thereof but that any exceptions to —

Witnesses

Witnesses or to their depositions on an Appeal from the said Decree
Were very irregularly introduced and that the Witnesses having
been admitted and their depositions read they did Severally
make a part of the Record upon which the said Decree
was founded By which shewing of the Respondents your
Petitioner humbly conceives it was meant and intended
to impress on the minds of the said Court of Appeals that your
Petitioners first reason for appeal from the said Decree
of the said Mayors Court did go to the manner and not to
the Matter of the depositions of those Witnesses who were
produced on the part of the Respondents in support of the
Charges by them exhibited in the said Mayors Court and did
and not upon the force and Virtue the certainty and
consistency thereof the Respondent thereby intending to
urge as your Petitioner humbly conceives that your
Petitioner said first Reason for Appeal was simply a
Statement of his own negligence in the said mayors Court
and an attempt to take an advantage thereof in the said
Court of Appeals contrary to the course and practice of the said
Court and to the Law Whereas your Petitioner Most
humbly sheweth that his said first reason for Appeal

from

from the said Decree of the said Mayors Court was expressly
and for no other purpose whatever than to shew that the said
Mayors Court in their said Decree were not nor had been
Governed by those Rules that pervade all your Majestys
Courts and are rigidly adhered to as the first foundation
Whereon to ground a Decree for your Petitioner in and by his
said first reason did shew that to have entitled the
Respondents to a Decree they should have substantiated
the Several Charges set forth in their said Bill by the
Testimony of Witnesses but the Respondents so far from
having done so your Petitioner did further shew that
Many of such Charges did stand refuted by the Respondents
own proofs that others of the said Charges had been
abandoned and that the support which had been
attempted to be brought forward by the Respondents to the
Remainder was no other than what arose from hearsay
and matter of opinion or from belief without a Reason
Assigned for such belief whereby to shew how far it might
or might not deserve credit and consequently how far it
could or could not be regarded as of weight in the Scale
of evidence and that the whole thereof was Vague inconsistent
and contradictory and Whereupon your Petitioner did shew

that

that the said Decree of the said Mayors Court was erroneous and that your Petitioner was greatly aggrieved thereby and your Petitioner further most humbly Sheweth that the Respondents in Speaking to the point of Exceptions to — Witnesses have either misconceived or mistaked the — Circumstance for your Petitioner is advised that exceptions to Witnesses could only go to their competency as far as Regarded their being interested in the event of the Cause but that no such exceptions would be to their Credibility from the extraordinary influence and the powerful bias under which they deposed however notorious the fact might have been nor would Exceptions lie to the — crepancy and the — indirectness of their depositions intended to support the Charges in the Respondents said Bill of Complaint set forth and these were the Objections Alluded to by your Petitioner in his said first Reason of Appeal and the Respondents did in and by their said Answer to your Petitioners said first Reason of Appeal say that the remarks made in your Petitioners said Petition of Appeal on the several Interrogatories and depositions in the Cause were partial and misconstrued Whereupon your Petitioner most humbly Sheweth that the remarks Alluded to by the Respondents did go chiefly to shew the most

palpable

11

Palpable Contradiction in the Witnesses examined on the part of the Respondents and your Petitioner most humbly Sheweth that to make such contradictions appear he did Select the most striking instances imagining it were unnecessary to produce the whole thereof and so far your Petitioner admits the Charge of partiality but your Petitioner humbly submits that it is Contrary to the nature of the thing that he could have misconstrued the same in as much as he shews where the said Witnesses did assert in one part of their depositions that which they denied to be the fact in another and the Respondents did in and by their said answer say that your Petitioner had in his said petition introduced such points of the said Evidence as he conceived would be Serviceable to his purposes and had suppressed many others which he felt a conviction of the Truth of the Respondents Charges against him for Misfeasance and breach of trust in his office whereupon your Petitioner most humbly Sheweth that such general assertion is without foundation in truth and further that your Petitioner so far from feeling such conviction did he humbly conceives in and by his said Petition of appeal demonstrate that he

never

Never had committed a Breach of Trust or a Misfeasance
of office and that although the Respondents in and by their
said Bill of Complaint had exhibited such Charges against
him yet that the same were unjust and unfounded and that
the Respondents had destroyed the same by the evidence they
had adduced in support thereof and as your Petitioner most
humbly affirms the Truth to be and that the same will hereafter
more fully and at large appear and the Respondents in their
said answer did further say that they were also advised
that the depositions of their several Witnesses and the general
tenor of the evidence throughout did compose a uniform
testimony of the right and justness of them the Respondents
Claim upon your Petitioner and controvertably justify
the said Decree founded thereon whereupon your Petitioner
most humbly Sheweth that the depositions of the Respondents
said Witnesses do not nor do the general tenor of their
evidence compose a uniform testimony but on the Contrary
that the same is erroneous inconsistent and contradictory
and consequently cannot uncontrovertibly Justify the said
Decree which by being grounded thereon shews the justness
of your Petitioners Complaint thereof and his good Cause
of appeal therefrom and so your Petitioner trusts the

Same

same will hereafter fully appear and the Respondents in
and by their said answer did further say that the remarks of
your Petitioner on the Second Interrogatory as going merely
to the appointment of your Petitioner to the Chiefship of
Masulipatam was very futile because it did not go to that
point only but also to prove the Residence of the Several
Witnesses at that place at the time of your Petitioners
Appointment and arrival there for the purpose of introducing
the said Witnesses persons Competent to depose to the several
Matters they were thereafter interrogated unto and that
therefore the Respondents did say that the said Interrogatory
Was not superfluous whereupon your Petitioner most
humbly Sheweth that such the Assertion of the
Respondents appears by their own shewing to be without
any manner of foundation in truth for on reference to
the said Second Interrogatory it may appear that the
same does not go to the points so insisted on by the
Respondents but merely to shew as in and by your Pets
said Petition of appeal the same was shewn and your
Petitioner humbly presumes that as the matter interrogated
unto in and by the said Second Interrogatory was fully
Admitted by your Petitioner in the pleadings before the

said

said Mayors Court the examining Witnesses thereto by the Respondents was not essentially or otherwise Necessary and that thereupon your Petitioner was warranted in declaring the same to be superfluous and the Respondents in and by their said Answer did further say that the depositions of James Hodges William Augustus Dobyn Samuel Statham and Andrew Scott to the third Interrogatory did not only go to prove the exercise of the trusts of the Chief of Masulipatam as receiver of the rents and Revenues issuing out of the Rents and Revenues issuing out of the several districts and Countries under the Managements of the Chief and Council of Masulipatam and that he was the Respondents Treasurer and Keeper of their Cash Accounts of Receipts and disbursements but that your Petitioner exercised those duties solely and that in that Capacity he did solely give Receipts and discharges to the Zemindars and Renters of their the Respondents Districts and Countries and not in Conjunction with the Council of Masulipatam Whereupon Your Petitioner most humbly Sheweth that although Such Statements of the Respondents might have appeared from the depositions of the said Witnesses Yet that the same is controverted in a great degree by the Witnesses themselves for Samuel Statham deposing to the Eleventh Interrogatory on the part of the Respondents says that he had known Condraigula Juggernaut Row otherwise Juggapah for many Years he was renter or former he was the Companys Interpreter during that period and that by the usage of the Service he had authority to receive the Rents and Revenues and the same witness to the fifteenth Interrogatory on the part of your Petitioner deposes that the said Condraigula Juggernaut Row otherwise Juggapah was debash to the Respondents approved of by Government and was in the habits of Receiving their Rents and tributes and the said Andrew Scott deposing to the fifteenth Interrogatory on the part of your Petitioner declares positively that the said Condraigula Juggernaut Row otherwise Juggapah was interpreter to the Respondents by an Appointment of the Government of Fort Saint George And that the said Condraigula Juggernaut Row otherwise Juggapah was in the habits of receiving the Respondents Rents and Revenues and to the thirteenth Interrogatory also on the part of your Petitioner the said Andrew Scott says that the Zemindars having paid Money to the said Condraigula Juggernaut Row otherwise Juggapah it

Could.

Could not be again demanded from them which proofs so
Adduced your Petitioner most humbly presumes militates
against and wholly confutes the said Assertions of the Respondents
Who in their said Answer did further shew that the said pretended
separate and independent powers appeared by the Depositions
of Arthur Langford Cooke to have been so completely and fully
exercised by your Petitioner as Chief that he had delegated
that power to another namely to the said Condraugula
Juggernaut Row otherwise Juggapah who the said Witness did
say was employed in the public affairs of the Respondents by
Your Petitioner and that he had received the Respondents Rents
Whereupon Your Petitioner most humbly
Sheweth that such the Statement of the Respondents is
erroneous and that the insinuations thereon are unfair for that
in the first place the deposition of the said Arthur Langford
Cooke goes to a different sense than that which the Respondents
would wish to convey for the said Arthur Langford Cooke
Merely confirms the deposition of the said Andrew Scott to the
fifteenth Interrogatory on the part of your Petitioner in as
Much as he shews that the said Condraugula Juggernaut
Row otherwise Juggapah was the Respondents Interpreter
during your Petitioners Chiefship and in the Next place
Your

Your Petitioner humbly presumes that from the depositions of the
said Samuel Statham and the said Andrew Scott as above set forth
it is evident that the said Condraugula Juggernaut Row otherwise
Juggapah held such powers under the Authority of Government
and that he exercised them from the usage of the Service
consequently that your Petitioner could not have delegated such
powers to the said Condraugula Juggernaut Row otherwise Jug-
gapah who held them from a much higher Authority and the
Respondents in and by their said answer did further say that
by the evidence of the said Arthur Langford Cooke it did further
Appear that Condraugula Juggernaut Row otherwise Juggapah
did not keep the Respondents Cash beyond the Month of October
one thousand Seven hundred and Eighty Six about the term of
four months from your Petitioners arrival as Chief of
Masulipatam and that afterwards your Petitioner did
delegate that office to another namely to the Witness himself
Who remained thereon until the departure of your Petitioner
from Masulipatam by which the Respondents did say he
Must have meant until your Petitioners removal from
the office of Chief on the tenth of June one thousand Seven
hundred and Eighty Seven whereupon your Petitioner most
humbly Sheweth that the Appointment of the said Arthur
Langford Cooke as aforesaid was merely as an Assistant in
Your

Your Petitioners office as Cash keeper to the Respondents
according to the Rules and Customs prevailing in the Respondents
Service and as observed in the Houses of every banker and your
Petitioner most humbly sheweth that it does not any where
appear that he did delegate any power to the said Arthur
Langford Cooke or that the said Arthur Langford Cooke did
exercise any such power or that he did issue any money
whatever from the Respondents Treasury but by the immediate
order and under the direction of your Petitioner for by the
evedence of Ish Tomby examined on the part of the
Respondents it is evident that all disbursements and
all entries thereof in the Cash Book of the Respondents were
Made by the direction of your Petitioner and the
Respondents did in and by their said Answer say that
there must have been some reason for the retraction of
Your Petitioners confidence in the said Condraigula
Juggernaut Row otherwise Juggapah which Your Petr
did not think proper perhaps to entrust to the knowledge
of the said Witness as he did say he did not know of any
particular reason why the said Condraigula Juggernaut
Row otherwise Juggapah was not continued keeping
the Cash of the Respondents whereupon Your Petitioner

Most

most humbly Sheweth that such suggestions are not founded
upon the pleadings in the Cause nor is there the least evidence
which by the most strained construction can furnish a
Shadow of reason to Justify the Respondents therein — the said
Condraigula Juggernaut Row otherwise Juggapah as appears
from the evidence of the different Witness deposing on the
part of the Respondents and also on the part of your Petitioner
Was a zemindar and renter and the debash and Interpreter
under the Respondents and by the Custom of their Service
Authorized to receive rents and Revenues from their other
Zemindars which your Petitioner humbly presumes are
Avocations sufficient to engage the whole of the
Attention of the said Condraigula Juggernaut Row otherwise
Juggapah and therefore the natural conclusion from the
premises may appear to be that the Service of the said
Condraigula Juggernaut Row otherwise Juggapah in the
Office of the Cash keeper to the Respondents was dispensed with
merely to relieve him and not from a want of confidence
on the part of your Petitioner and your Petitioner upon that
consideration humbly presumes it was not necessary that he
should have communicated with the said Arthur Langford
Cooke who was merely an assistant in the Office under your
Petitioner from all which circumstances your Petitioner

further

further humbly presumes it may appear that such the
suggestions of the Respondents and their reasoning thereon
is unfair and unjust and further your Petitioner most
humbly prays leave to observe that although the Respondents
did examine many Witnesses to prove the powers of the said
Condraigula Juggernaut Row otherwise Juggapah as
obtained from your Petitioner and also to shew the improper
interference of the said Condraigula Juggernaut Row
otherwise Juggapah in their the Respondents publick
affairs that he drew Bills in their favor in collusion
With your Petitioner to defraud them the Respondents
that he was called upon before the Board and did
there set forth a Variety of Circumstances as they pretend
relative to such Bills and the Respondents did also
examine Witnesses to prove he was debash to your Petr
and that your Petitioner had injured his Fortunes and
Was a means as they the Respondents did in and by their
said Bill charge of his insolvency Yet that the
Respondents did never Examine the said Condraigula Jugger-
naut Row otherwise Juggapah himself Although on
the spot and who being capable of giving the best
Testimoney relative to those several Matters was
the Person whose evidence was the most essential

thereto and the Respondents in keeping back his Testimony by not
exhibiting to him Interrogatories in the Cause have not afforded
that Evidence which the Law requires and have thereby your
Petitioner is advised defeated their own purposes at the same
time your Petitioner most humbly presumes the Circumstance
Itself must shew a Conduct on the part of the Respondents
Not very candid or fair but on the contrary it may appear
they were apprehensive that in examining the said
Condraigula Juggernaut Row otherwise Juggapah they
Might have drawn from him such facts as would have
shewn the major part of the Charges in their said Bill
to have been totally without foundation and the
Respondents in their said answer did say that the
public Cash or Treasury of the Respondents was kept in
the appartment of the said Arthur Langford Cooke in the
Respondents Garden the Respondents thereby inferring as it
Would seem that your Petitioner had parted with the
said Cash from under his immediate Charge and so further
attempt to establish the pretended charge that your Petitioner
had delegated his power as Cash keeper to the said Arthur
Langford Cooke whereupon your Petitioner most humbly
Sheweth that it appears by the Respondents own shewing
that the appartments of the said Arthur Langford Cooke were

in

in the Respondents Garden house and which from the
Evidence of William augustus Dobbyn is shewn to have
been the residence of their Cash keeper as Chief of Masulipatam
and therefore that the Appartments of the said Arthur
Langford Cooke were no other than the proper office of Treasury
of the Respondents and under the immediate inspection and
Charge of your Petitioner and the Respondents in their said
Answer did further say that the fourth Interrogatory on
their behalf and the deposition thereto as also sundry
other Evidence did go to support what they the Respondents
had further stated in their said Bill to wit that your
Petitioner from motives of private Interest to draw to
himself the whole power and Authority of the Respondents
Council in Masulipatam in the procurement of Bills of
Exchange to be transmitted to the Respondents Presidency
did on or about the fourteenth of June one thousand Seven hundred
and eighty Six enter a Minute in Consultation for that purpose
and that thereby and by the Minute of Council in consequence
thereof your Petitioner did acquire greater Authority and of
Course greater responsibility than he as Chief had held before
such minute and that he your Petitioner exercised that
Authority and that he abused it whereupon your Petitioner
most humbly sheweth that such the Assertion of the

Respts

Respondents is not founded in truth but is a total departure
therefrom for in the first place your Petitioner most humbly
Sheweth that the said fourth Interrogatory on the behalf of the
Respondents and the depositions thereto do not nor do any other
evidence go to support the Respondents said Bill but that
the same is altogether unsupported Secondly that the said
fourth Interrogatory does not go to obtain the proofs nor
does a single Witness examined thereto or to any other
Interrogatories depose that your Petitioner Wishing from
Motives of private Interest to draw to himself the Whole
power and Authority of the Respondents Council at Masulipa-
tam in procuring Bills of Exchange enter a Minute in
Consultation for that purpose and therefore such Assertion on
the part of the Respondents must evidently have been made
use of for the unfair purpose of executing an undeserved
prejudice against your Petitioner with a View of injuring
the Merits of his Cause Thirdly your Petitioner most humbly
Sheweth that it does not appear by the depositions to the said
fourth Interrogatory that in consequence of the said Minute
And the Minute of Council thereon that your Petitioner did
acquire a greater Authority and of Course a greater Responsibility
than he before had because the said fourth Interrogatory or by
Reference thereunto had may Appear does not even go to establish
that

that point nor do the depositions taken thereon in any wise
support the same for your Petitioner Most humbly Sheweth
that the said James Hodges one of the Witnesses deposing thereto
did say that not being in station at that period he did not
know in what mode your Petitioner adopted in procuring
Bills for Government and William Augustus Dobbyn
to the said fourth Interrogatory did say that your Petr.
Was entrusted by his Council to procure Bills as a
remittance of Cash to Madras that when your Petitioner
had got them he laid them before Council acquainting
them with their goodness when they were forwarded
by the Chief and Council if approved of and the same
Seventy Ninth Interrogatory says he does not Recollect
whether your Petitioner was or was not authorized &c.
exclusively to receive Bills without the Authority of Council
and Samuel Statham also examined to the said fourth
Interrogatory on the part of the Respondent says he cannot
Answer to any part thereof and Andrew Scott to the same
Interrogatory deposes that your Petitioner proposed to his
your Petitioners Council that he should be authorized to
receive such Bills as he might deem good that the

Council

Council approved thereof that the same was confirmed by
the Government of Fort St. George and that from that time
your Petitioner was authorized to take up Bills independant
of his Council that the deponent does not know whether your
Petitioner advised with his Council previous to the taking
of such Bills but recollects some Instances where the
Petitioner after the said Bills had been taken laid
them before his Council and other Instances where the
Petitioner had sent or given them to him the deponent
to be transmitted to the Government of Fort St. George and
the same Witness examined to the fourth Interrogatory
on the part of your Petitioner says your Petitioner
observed the usual mode adopted by former Chiefs and
to the Seventh Interrogatory he says that the one method
adopted by your Petitioner in 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 the information
of each Member of Council and that he does not recollect
any Bill were transmitted to the Respondents presidency

during

during your Petitioners Chiefship without the unanimous
Consent of the members of Council and to the Twenty first
Interrogatory on the part of your Petitioner he further says
that the Monthly receipts and Issues of Cash were sometimes
laid before the Members of Council and certainly were
ready if any Member of Council had called for them and
Were sometimes sent round for their inspection and further
that it was the Duty of the Council to examine such
Accounts and to point out any Error or omission that
they might know of and conceived that such Account
being passed by Council and approved by them rendered
it a joint act of the Chief and Council and as to that latter
part of the Deposition of the said Andrew Scott is
Corroborated by the depositions of Morgan Williams examined
to the Twelfth Interrogatory on the part of the Respondents
and the said Andrew Scott deposing to the fifth Interroga-
tory on the part of your Petitioner shews that the
Council had not only the power to Control your Petr
Relative to Bills of Exchange to be remitted to the
Presidency but that they did also exercise those powers
when necessary or when they entertained a doubt of
or were not acquainted with the Drawers of the said Bills
for he says he recollects that Venkata ram Rauze who
Drew

Drew Bills of Exchange on the presidency during your Petitioners
Chiefship was mentioned by different Members of the Board as a
person unknown to them and your Petitioner most humbly
Sheweth that the said fourth Interrogatory does not go to
prove nor do the depositions taken thereon or any depositions
taken in the Cause prove that your Petitioner did abuse the
Authority he might have possessed of taking Bills but on
the contrary it Appears from the very evidence adduced by
the Complainants that he not only did not but that he could
Not have abused such Authority for that he conformed to
the Rules of the Service and the mode of his predecessors and
that he was under the control of his Council who gave
their unanimous Approbation to his said Acts in the
premises and were Jointly responsible with him on
Account thereof and the Respondents in their said Answer
did further say that although it might have been the
Custom in former Chiefs to Consult with Council before the
Taking Bills of Exchange that your Petitioner had by
the aforesaid Means procured a Change thereof and had
drawn the Whole of that Department of these Respondents
Administration into his own hands whereupon your Petr
Most humbly sheweth that it appears by the depositions
of the said James Hodges William Augustus Dobyn and

Andrew

Andrew Scott as herein above referred to that Your Petitioner
on taking Bills of Exchange and remitting them to the
Respondents Presidency was under the Control of his
Council and that the Bills taken were Subject to their
Acceptance or rejection that they did actually exercise
such their controling powers and further that the Bills
taken by your Petitioner were received with the
unanimous Approbation of Council and by them remitted
to the presidency and therefore Your Petitioner most
humbly presumes that the Charge of having drawn
the whole of the department respecting Bills of
Exchange into his own hands is contrary to the truth
And the Respondents in their said Answer did further
say that although the Custom regarding Bills of
Exchange had remained in your Petitioners Chiefship
unaltered Nevertheless if he in his Consultation with his
Council 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
he your Petitioner should lay before them Your Petitioner
should in that case be as much answerable for an act of
Council as if your Petitioner had himself taken the Bills
Without Consulting them at all on the propriety or goodness and
the

the Council would in that case have been excusable as being
ignorant of the fact upon which they gave their Consent whereupon
your Petitioner most humbly Sheweth that such the proviso
of the Respondents the Conclusion drawn therefrom and the
insinuation built thereon are totally unsupported either by
Reason or evidence and are unfair and unjust contrary to
Equity and to the Law for your Petitioner most humbly Sheweth
that he never did suppress or conceal from his said Council
any matter or circumstance relative to their Bills taken by
him during his Chiefship and it is proved by the evidence
of the said James Hodges the said William Augustus Robyn
and the said Andrew Scott hereinabove set forth that with
respect to the said Bills of Exchange Your Petitioner did
adopt the same mode as had been Adopted by his predecessors
and further by the evidence of the said Andrew Scott that the
Bills were sometimes laid before Council and sometimes
not 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 the Council that the Debt Accounts of the Respondents in
Which the Amount of the said Bills were set forth were
sometimes sent round for the inspection of the different
Members and certainly were ready for any Member of
Council

Council and that it was the duty of Council to examine such
Accounts and to point out any Error or Omission that they might
know of and your Petitioner most humbly Sheweth that it
further appears by the Respondents said Bill of Compliant
that the Bills in question were drawn by the said Condraa-
gula Juggernaut Row otherwise Juggapah and it also
appears throughout the whole pleadings and of the evidence
that he the said Condraagula Juggernaut Row otherwise
Juggapah was a Zemindar and renter of the Respondents
and by the deposition of the said Samuel Statham and the
said Andrew Scott to the fifteenth Interrogatory on the part
of your Petitioner that he the said Condraagula Juggernaut
Row otherwise Juggapah was Sebash and Interpreter under
the Company and the said James Hodges and the said William
Augustus Dobyn in their depositions to the Eleventh Interro-
gatory on the part of the Respondents say they have known
him the former Sixteen Years and the latter Twenty
Years and therefore your Petitioner most humbly presumes
he is warranted in the drawing the conclusion that they
Must have been intimately acquainted with his
Circumstances and consequently that even had your Petr.
been inclined to deceive his Council With respect to the
said Condraagula Juggernaut Row otherwise Juggapah

he

he had not the power of doing so but your Petitioner most
humbly shews that such inclination does not Appear in
Evidence and it is unfair and unjust on the part of the
Respondents thus to attempt to injure your Petitioner by
such an insinuation and your Petitioner further most
humbly Sheweth notwithstanding the Assertion of the
Respondents to the contrary that your Petitioners said
Council was with your Petitioner jointly responsible
Respecting the said Bills as hereinbefore shewn by the
deposition of the said Andrew Scott to the fourth fifth Sixth
Seventh and Twenty first Interrogatories on the part of Your
Petitioner and that the said Council could not be held
excusable under a pretended ignorance of Facts as
Suggested by the Respondents is your Petitioner most
humbly presumes equally certain as Appears by the
deposition of the said Andrew Scott to the said Seventh
Interrogatory on the part of your Petitioner Which is
diametrically opposite thereto for it therein is in proof that
it was the duty of every Member of Council who knew or
believed a Bill of Exchange received by the defendant
/your Petitioner/ to have been of bad or doubtfull credit
to have stated such opinion and With held their consent
And further by the deposition of the said Andrew Scott to

the

the Twenty first Interrogatory on the part of your Petitioner That the Cash Accounts of the Respondents were always ready if any Member of Council had called for them and were sometimes sent round for their Inspection and that it was the Duty of the Council to Examine such accounts and the Respondents in their said answer further stated that your Petr. had through the whole of the proceedings Attempted to attach a Responsibility to the Council by Alledging their equal powers to give or withhold their consent but that he had not attempted to attach to them any Responsibility from a knowledge of the circumstances under which the Bills were taken in which case the crime they were not nor could be parties Whereupon Your Petitioner most humbly shews that such the Laboured endeavours of the Respondents to separate your Petitioner from his Council and render him alone Responsible and further to shew a Criminal Conduct on the part of Your Petitioner respecting Bills of Exchange is unfair and unjust and totally without any manner of foundation on the contrary Your Petitioner most humbly presumes it does appear by the depositions of the said William Augustus Dobyn on the part of the Respondents to the Fourth Interroga-

Interrogatory that your Petitioner on procuring Bills laid them before his Council acquainting them with their goodness When they were forwarded by the Chief and Council if approved of and the said Andrew Scott to the Seventh Interrogatory on the part of your Petitioner shews that the particulars of the Bills taken by your Petitioner were always laid before his Council for the information of each Member and were transmitted to the presidency with the Unanimous Consents of all the Members and the same Witness to the Twenty first Interrogatory on the part of your Petitioner shews that the Monthly Receipts and Issues of Cash on accounts of the Respondents were either laid before his your Petitioners Council or sent round in Circulation for their inspection that they were always ready when called on and that it was their duty to have examined the same and your Petitioner has hereunbefore shewn that from the situation of the said Condraigula Juggernaut Row otherwise Juggapah the drawer of the said Bills the situation of his Affairs were better known to your Petitioners said Council than to your Petitioner and that it was therefore impossible to hide from them the circumstances under which the said Bills were drawn and although the said William Augustus Dobbyn has deposed that he did believe the said Bills Marked A B and C were taken in part payment of the said Condraigula Juggernaut Row

Row otherwise Juggapahs debts due to the Respondents yet
your Petitioner humbly presumes that the same will appear
fallacious and evence an extraordinary Want of Recollection on the
said William Augustus Dobyn for your Petitioner most humbly
Sheweth that the first receiving and even the first remitting
of the said Bill was done away by a subsequent act as it
Appears by the deposition of the said Andrew Scott to the —
fifteenth Interrogatory on the part of the Respondents that
the said Bill A was returned by the President and
Council of Fort St George to the Chief and Council of Masulipatam
for want of acceptance that thereupon your Petitioner did send
round a note from himself accompanied by other papers for the
information of the Members of Council explaining
the reasons why the said Bill was not accepted and that the
parties had agreed that the Amount should remain in the
Treasury until public Notice should be received that the
said Bill had been Accepted — and it Appears by the deposition
of Vancapah the Drawer of the said Bill that it was —
afterwards not only Accepted but that the Sum of Five thousand
five hundred Pagodas was paid thereon by him the said
Vancapah in part of the Amount thereof and it appears by the
deposition of the said Jah Tomby that the Amount did —
accordingly remain in the treasury until the said Bill was

Accepted

Accepted for it Appears by the said depositions that the same was
paid out of the Treasury on the tenth of June One thousand Seven
hundred and Eighty Seven It was therefore Well known to the
said William Augustus Dobyn that the said Bill A Was
drawn not as he pretends to believe on account of the balance
of the said Condraigula Juggernaut Row otherwise Juggapah
due to the Respondents but for money to be paid out of the —
Respondents Treasury and it was under that —
impression and with a perfect knowledge thereof that the said
Bill A Was remitted a Second time to the Respondents
presidency and with the Approbation of the said William
Augustus Dobyn and your Petitioner humbly presumes
It must appear very extraordinary that the said William
Augustus Dobyn with such conviction before him should have
pretended to believe that the Exhibit C was taken on account
of former balance due from the said Condraigula Juggernaut
Row otherwise Juggapah and the more particularly as
It is in evidence that the Cash Account which Was debited with
the Amount of the said Bill as Cash paid out of the Treasury
of the Respondents was delivered in With the said Bill
and further as it was the duty of the Members of Council to
examine the Cash Accounts and point out any Error or Omission
And therefore Your Petitioner most humbly presumes that such

the

the insinuation of the Respondents falls to the ground of course
and that so must the further insinuation of the Respondents
Wherein they would infer that your Petitioners Minute of the
thirtieth of June did give him an exclusive power of taking
Bills on the Respondents said presidency of Fort St George
and consequently render him solely responsible on Account
thereof and the Respondents in their said Answer did
further State that your Petitioner alluding to the Evidence
of the said William Augustus Dobyn did allow him to say that
Chief and Council to procure Bills but leaves out the words
a remittance of Cash to Madras when he got them he laid
them before Council and also they did say your Petitioner
did leave out the "Essential Words" acquainted them with
their Goodness when they were forwarded by the Chief and
Council and the Respondents did further state that the only
construction that could be given to this evidence was that the
Council depended implicitly on the report of the goodness of the
Bills made by your Petitioner whereupon your Petitioner
most humbly Sheweth that all the Bills were taken as
a remittance of Cash and for no other purpose and therefore
Would have been superfluous to set forth that which was
Self evident and your Petitioner has shewn that every

Necessary

Necessary information was by your Petitioner given to his
Council respecting the said Bills and has further shewn
that from the situation which the said Condraigula —
Juggernaut Row otherwise Juggapah the drawer thereof
stood with the said Council any information thereon was
in fact unnecessary for that your Petitioners said Council
Were better acquainted with his the said Drawers —
Circumstances than your Petitioner and that it was in the
power of the said Council to deceive your Petitioner by with-
holding their knowledge of such his circumstances if
bad and not in that of your Petitioner to deceive the said
Council and your Petitioner further most humbly Sheweth
that the construction given by the Respondents to the —
Evidence of the said William Augustus Dobyn is unfair
and unjust for the said Andrew Scott as hereinbefore shewn
deposes that your Petitioner adopted the mode observed
by his predecessors respecting Bills of Exchange that
the Cash Accounts containing the particulars thereof were
by your Petitioner laid before his Council and were always
ready if any member of Council had called for them and that
it was the duty of the Council to examine such Accounts

and

And the said William Augustus Dobyn himself says that the Bills were transmitted if Approved of and Which the Respondents have omitted to notice thereby evincing that if they were not approved of they were of course rejected and the said Andrew Scott has shewn as hereinbefore set forth that the said Council did not only possess but that they did also exercise such controling power and here your Petitioner most humbly submits to your most Excellent Majesty in Council that the Respondents have throughout the pleadings and in all their Assertions and insinuations confined themselves to the mere Act of taking Bills of Exchange whereas your Petitioner most humbly presumes it appears in evidence that the mere taking of the said Bills of Exchange in fact amounted to nothing — because it was the Approval of such Bills by Council and the transmitting them to the Presidency that stamped their Validity your Petitioner most humbly shewing that it is admitted by the Respondents that the said — Minute of your Petitioner went no further than to take such Bills as he might deem good and your Petitioner most humbly sheweth as he has already shewn that such his judgement was subject to the Scrutiny and Control of his said Council for the said William Augustus Dobyn Reposing to the said fourth Interrogatory on the part of the Respondents says that when your Petitioner got Bills he laid them before his Council acquainting them with their Goodness and that they were forwarded by the Chief and Council if Approved of and the said Samuel Statham to the Sixth Interrogatory on the part of your Petitioner shews it was the duty of every Member of Council to point out the insufficiency of the Drawers of Bills and to Withhold their consent and state their objections and with respect to the Bills in question your Petitioner has shewn that his said Council were more competent to judge of the sufficiency or insufficiency of the said Condraguda Juggernaut Row otherwise Juggapah the drawer thereof than himself and it appears in evidence that your Petitioners said Council did — Approve of the said Bills inasmuch as they did not State any objections nor withhold their consent thereto because by the deposition of the said Andrew Scott such Bills were transmitted to the Presidency with the

unanimous

Unanimous consent and Approbation of the said Council
Who signed the Letter which enclosed them to
Government and the Respondents in their said Answer
did charge that your Petitioner had entirely suppressed
the deposition of the said Samuel Statham to the
fourth Interrogatory which they did attempt to shew
event to prove that the Business of taking Bills was
conducted solely by your Petitioner whereupon your
Petitioner sheweth that such the Charge of the
Respondents is unjust and such the statements of the
Deposition of the said Samuel Statham is
by taking a part thereof they the Respondents have
altered its sense and given it a force which it does
not possess as by the said deposition of the said Samuel
Statham reference being thereunto had may appear
for the said Samuel Statham therein says that he cannot
Answer to any part of the said Interrogatory and then
in general Terms to the said fourth Interrogatory
which is very long and special Adds the business
being solely conducted by the Chief to the best of his
recollection - and the Respondents in and by their

Said

said answer did further state the Opinion of the said
Andrew Scott in Deposing to the said fourth Interrogatory
on the Subject of your Petitioners said Minute and that
he does not recollect that your Petitioner advised with
his Council previous to his taking Bills of Exchange
but recollects some Instances when your Petitioner
after such Bills were taken laid them before Council
and they the Respondents then further state that he the
said Andrew Scott when examined on the part of your
Petitioner in taking Bills of Exchange and that although
the said Samuel Statham to the third Interrogatory do
say that he does not recollect that your Petitioner had
greater authority than any former Chiefs yet that
to the Seventh Interrogatory he does say that your
Petitioner had a latitude given him by the Council to
Make remittances of which he signified to the Board
after it was done whereupon your Petitioner most humbly
Sheweth that such the deposition of the said Andrew
Scott and the inference the Respondents would draw
therefrom is effectually destroyed by his the deposition
of the said Andrew Scott to the fourth fifth Sixth and

Twenty

Twenty first Interrogatories by the deposition of the said Samuel Statham to the Sixth Interrogatory and by the deposition of the said William Augustus Dobyn to the Twenty Ninth Interrogatory on the part of Your Petitioner and your Petitioner further speaking to the deposition of the said Samuel Statham to the Seventh Interrogatory by which the Respondents Would attempt to set aside his deposition to the third Interrogatory on the part of your Petitioner Most humbly sheweth that the same is incorrect and consequently invalid for the said Samuel Statham speaks of a latitude granted to your Petitioner in making remittances whereas it is admitted and in full proof that no such latitude was ever granted to your Petitioner and that he never did exercise all that has been attempted by the Respondents with which to charge your Petr. is that your Petitioner had a latitude in taking not in remitting Bills which by the joint evidence on the part of the Respondents and your Petitioner is proved to have been the joint acts of the Chief and Council and the Respondents in their said answer did state that the said Andrew Kott to the third Interrogatory on the part of your Petitioner that your Petitioner did acquire greater authority by the minute of the thirtieth of June one thousand Seven hundred and Eighty Six and consequently greater Responsibility so far as related to Bills of exchange taken up for the presidency than any of the immediate preceding Chiefs and to the fourth Interrogatory that the mode of taking Bills had varied where the Chief seemed to entertain a doubt of the drawer or Acceptor of such Bills it had been usual to lay them before Council otherwise to mention the matter only in circulation whereupon your Petitioner most humbly shews that here as in many other instances the Charge of suppression and partial Statement which the Respondents have frequently objected to your Petitioner to attach to themselves for your Petitioner humbly presumes that having before them the evidence on both sides they ought to have set forth the same in their respective points of View which Your Petitioner most humbly sheweth they have not done and so the same may

May appear by reference to the Depositions of the said Andrew Scott to the fourth fifth Sixth and Twenty first Interrogatories and the Deposition of the said Samuel Statham to the Sixth Interrogatory and the deposition of the said William Augustus Dobyn to the Twenty Ninth Interrogatory on the part of Your Petitioner and which depositions Your Petr. Most humbly presumes are amply sufficient to destroy and that they do most amply destroy such the statement of the Respondents as being to all intents and purposes direct contradictions thereto and further Your Petitioner most humbly Shews that the said Andrew Scott to the said fourth Interrogatory by the Respondents in their said Answer set forth as aforesaid does not confirm the doubts respecting the drawers and acceptors of Bills to the Chief but extends them to the Council for in his said deposition he says that the mode of receiving Bills to be transmitted to the Presidency has varied in many Instances According to Circumstances and particularly according as the persons

persons by whom such Bills have been drawn and also the persons upon whom such Bills have been drawn have been known or unknown to the Chief and Members of Council which last Words and Members of Council the Respondents have omitted and they have also omitted the subsequent part of the said deposition of the said Andrew Scott to Wit This deponent further saith that the mode pursued respecting Bills of Exchange during Your Petitioners Chiefship was much the same as above although the Respondents have thought proper to introduce in their Answer filling up the Chasm with other matter so to destroy the force of the passage so omitted And the Respondents did in and by their said Answer pray to observe that if Your Petitioner had informed his Council previous to his taking these Bills of Exchange Condraigula Juggernaut Ron otherwise 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 Seven the Sum of one hundred and forty thousand

Pag

Pagodas and upwards and that your Petitioner held a Claim interrorum over him of the Sum of Seventy three thousand Pagodas and upwards there was no doubt but that in such case they would have made remonstrances against taking of the said Bills but as no such information was given there was the Respondents did say 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 Condraigula Juggernaut Rhow otherwise Juggapah real impoverished situation but also that made him Appear on the contrary in a situation opulent solvent and trust worthy Whereupon your Petitioner most humbly Sheweth that by the Respondents own shewing they have Advanced nothing More than Conjecture in support of the most serious Charge against your Petitioner a charge of fraud by concealment and misrepresentation which your Petitioner most humbly presumes is insufficient and inconsistent and demonstrates how fallacious and nugatory the Charges are which the Respondents have unjustly and oppressively brought against your Petitioner and which your Petr most humbly Sheweth are unfounded and untrue.

And

and the Respondents in and by their said answers did further state that Andrew Scott pursuing his evidence did state that the mode of taking Bills was much the same during your Petitioners Chiefship as in former Chiefships but did say that in some instances he had not only known your Petitioner 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 did say he believed to be different from what former Chiefs had done whereupon your Petitioner most humbly Sheweth that such statement of the evidence of the said Andrew Scott proves nothing to support the attempts of the Respondents to fix the sole responsibility upon your Petitioner for your Petitioner most humbly presumes that the only Evidence which is sufficient in Law is that which is positive and the only positive part of the said evidence of the said Andrew Scott is in favor of your Petitioner and altogether Contrary to the insinuation of the Respondents as aforesaid for that the other part of the said deposition of the said Andrew Scott from whence the Respondents would draw an inference in support of such their

insinuation

insinuation is upon his belief only without assigning a Reason for such belief but your Petitioner most humbly presumes he has already shewn a full confutation of such the Attempts of the Respondents and such the said deposition of the said Andrew Scott by the reference hereinbefore made to the deposition of the said Andrew Scott to the fourth fifth Sixth and Twenty first Interrogatories to the deposition of the said Samuel Statham to the Six Interrogatory and to the deposition of the said William Augustus Dobyn to the Twenty Ninth Interrogatory on the part of your Petitioner and the Respondents did in and by their said Answer further state that the said Andrew Scott to the same Interrogatory did say that he Conceived your Petr Was more Competent to Judge of Bills received and brought to account than the Council and the Respondents did say that he the said Andrew Scott did give a false and just Reason for his opinion this because on receiving such Bills It was natural to Suppose your Petitioner would have made an enquiry respecting the Credit of the persons by whom and upon whom such Bills were drawn and moreover because It was left solely to your Petitioner Whereupon your Petitioner most humbly Sheweth first that such the deposition of the said Andrew Scott is according to the Statement of the Respondents ~~was nothing more than a~~ matter of belief without giving a reason for such his belief for your Petitioner most humbly presumes that the full and just Reason pretended by the Respondents for such belief is in fact no reason for by the Respondents own Shewing It appears to be no more than a conclusion drawn from opinion and not a Reason to Support belief the said Andrew Scott not even Venturing to Suppose but Asserting merely that It was natural to Suppose and further your Petitioner most humbly presumes that such part of the said deposition of the said Andrew Scott is brought forward by the Respondents to embraced in the confutation already submitted by your Petitioner in his reference to and the conclusions drawn from the deposition of the said Andrew Scott to the fourth fifth Sixth and twenty first Interrogatories the deposition of the said Samuel Statham to

the

the Sixth Interrogatory and the deposition of the said William Augustus Dobyn to the Twenty Ninth Interrogatory on the part of your Petitioner and further your Petitioner most humbly Sheweth that such the Statement of the Evidence of the said Andrew Scott is stated partially as it would seem to answer the particular purpose of the Respondents who have suppressed the real contents thereof and thereby given a different force if not a different meaning thereto for your Petitioner most humbly Sheweth that the former part of the said Andrew Scott is stated that he conceives the different Members of Council ought Judge and form opinions of the Circumstances of some tho not all Natives who draw Bills of Exchange upon presidency and Recollects in particular that Vancaturam Rauze who draws Bills of Exchange on the presidency during your Petitioners Chiefship was mentioned by different Members of the Board to be a person unknown to them and conceives of course that others might not have been known to them which part of the deposition of the said Andrew Scott your Petitioner humbly presumes proves that when the Drawers of Bills were not known

to the members of Council they did state the fact in objection thereto and from a just conclusion your Petitioner humbly presumes it follows that knowing the said Ondraigula Juggernaut Row otherwise Juggapah they did not make any objections to his Bills and the more particularly as as the said Andrew Scott to the Sixth Interrogatory on the part of your Petitioner says it was the duty of every Member of Council to offer their opinion whenever Bills appeared to be bad or of doubtful Credit and to have stated the same — and your Petitioner most humbly presumes that although they might not have known some of the Drawers of Bills taken by your Petitioner yet that they could not pretend such ignorance of the said Ondraigula Juggernaut Row otherwise Juggapah the Drawer of the Bills in question because your Petitioner most humbly Sheweth that it appears by the depositions of the said Samuel Statham and the said Andrew Scott to the Fifteenth Interrogatory on the part of your Petitioner that the said Ondraigula Juggernaut Row otherwise Juggapah was Interpreter and Dubash to the Respondents Approved of by Government and was in the habits of receiving their tributes and Rents and it

appears

appears throughout the whole of the Pleadings as by the Evidence on the part of the Respondents and your Petitioner that he the said Condraigula Juggernaut Row otherwise Juggapah was a renter and Zemendar under the Respondents and that he constantly resided at Masulipatam and the said James Hodges and the said William Augustus Dobyn deposing to the fifteenth Interrogatory on the part of your Petitioner declare as hereinbefore shewn that they have known the said Condraigula Juggernaut Row otherwise Juggapah the former of the deponents for the space of fifteen years and the latter of the deponents for the term of Twenty years and the Respondents did in and by their said answer in further Statement acknowledge that the said Samuel Statham to the Sixth Interrogatory did depose that it was the duty of any Member of Council to point out the insufficiency of the Drawers of Bills transmitted to the presidency but then they did say that it was a general answer to a general question and reasoning upon the Subject say it was their duty when they knew Sufficiency of the drawers which information they expected from your Petitioner 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 your Petitioners giving them information of Bills tendered to him were bad but when they were reported to him good he in that instance acted in the Capacity they had delegated to him and they could not make any objection as they undoubtedly would had he reported them to be bad Wherefore your Petitioner most humbly Sheweth first that the deposition of the said Samuel Statham is a fact declared in the Most positive Manner and therefore your Pet. humbly presumes will not admit a Negative construction and Secondly that the Respondents have suppressed a material part of the said deposition for the said Samuel Statham goes on and Shews to the same Interrogatory that it was not the duty of every Member of Council to point out the insufficiency of the Drawers of Bills but that it was also their

duty

Duty as he conceives to withhold their consent to
the taking such Bills and to state their objections
and your Petitioner most humbly presumes that the
Arguments urged by the Respondents on the said
part recited deposition of the said Samuel Statham
is inconsistent such as they were not warranted in
Advancing and such as is either positively contradic-
-ted or otherwise rendered a nullity by the depositions
herein before adduced relative to Condraygula Jug-
-gernaut Row otherwise Juggopah as the drawer
of the Bills in question and the power and duty of
the Council to control their Chief respecting Bills of
Exchange to be remitted to the Respondents presidency
And the Respondents in and by their said Answer
did say that the evidence of the said Andrew Scott
to the same Interrogatory did confirm the construction
they had given to the said Deposition of the said
Samuel Statham for that he the said Andrew Scott
did Conceive the other Members of Council were at all
times Authorized to offer their opinion to the Chief
respecting Bills of Exchange or on any other matter

of

of publick Business but did not conceive that the Approba-
-tion of Council was absolutely Necessary to authorize
Your Petitioner to take such Bills as he might
deem good that the objections of 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 your Petr
had been finally closed that it was the duty of every
Member of Council who knew or believed a Bill to
be bad or of a Doubtful credit to state such
opinion whether he attended to it or not Whereupon your
Petitioner most humbly sheweth that the first and
last part of the said deposition of the said Andrew
Scott do effectually invalidate the other part thereof
which appears first to be mere matter of opinion
and Secondly that it is contrary to the Nature of
the thing for that the act of taking the Bills
Your Petitioner most humbly presumes did not nor
could not finally close the transaction for there was
a subsequent act which entirely depended upon
Council and that was the act of transmitting the Bills

to

to the Presidency and it is evidence that there was a duty also incumbent on the said Council to perform if they conceived the Bills bad and that was on such Bills coming before them to withhold their consent and state their objections as appears by the deposition of the said Samuel Flatham Herein above referred to and which is confirmed by the said Deposition of the said Andrew Scott and who also shews as hereinbefore shewn to the fifth Interrogatory on the part of your Petitioner that the Council did exercise such power in one instance during your Petitioners Chiefship and further your Petitioner most humbly sheweth that the Drawers of the Bills in question was the said Condraigula Jugjernaut Row otherwise Juggapah who as hereinbefore shewn was a person living amongst the said Council who had known him and his circumstances for a great number of years and had a better knowledge thereof than your Petitioner so that your Petitioner could not have given them any information thereon and the Respondents did in and by their said Answer further say by way of observation that your Petitioner had not

not made it appear that any of the said Council were informed of the real bad state of the said Condraigula Jugjernaut Row otherwise Juggapahs credit by him nor of the transaction between your Petitioner and the said Condraigula Jugjernaut Row otherwise Juggapah that rendered his the said Condraigula Jugjernaut Row otherwise Juggapahs credit bad or doubtfull and that the only person of Council at the time of taking the said Bills of Exchange was the said William Augustus Dobyn who was made to believe that the same were taken in part payment of the Arrears of the said Condraigula Jugjernaut Row otherwise Juggapah to the Respondents Whereupon your Petitioner most humbly sheweth that it does not appear in Evidence that there was any Transaction between your Petitioner and the said Condraigula Jugjernaut Row otherwise Juggapah that rendered the credit of the said Condraigula Jugjernaut Row otherwise Juggapah bad or doubtfull nor was there any such Transaction and that such general Assertion of the Respondents to the prejudice of your Petitioner and thereby to attempt to injure the merits of his Cause is unfair and unjust and further your Petitioner most humbly sheweth that the Assertion of the Respondents that

that the said William Augustus Dobyn was made to believe that the said Bills were taken as part payment of the said Condraigula Juggernaut Row otherwise Juggapahs Arrears is not warranted by evidence but on the contrary that the same is positively denied for the said Andrew Scott to the Seventh Interrogatory on the part of your Petitioner says that the Method taken by your Petitioner during his Chiefship respecting remittances was sometimes to lay the Bill 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 And the matter is further elucidated by the depositions of the said Andrew Scott to the Seventeenth and thirtieth Interrogatories on the part of your Petitioner — and the said Andrew Scott to the Twenty first Interrogatory also on the part of Your Petitioner says that the Cash accounts of Receipts and Issues were always ready if any Member of Council had called for them that they were sometimes sent round for their inspection and that it was the duty of Council to examine such Accounts and to point out any error or omissions And as such Accounts were debited with the Amount of the Bills

Bills in question the said William Augustus Dobyn might have seen if he had not been guilty of a flagrant breach of his Duty that the said Bills had not been granted on account of arrears due by the said Condraigula Juggernaut Row otherwise Juggapah but that the Amount thereof had been issued from the Treasury of the Respondents and further your Petitioner most humbly shews that the said Andrew Scott deposing to the said Seventeenth and thirtieth Interrogatories on the part of your Petitioner says that when the Exhibit Cone of the said Bills of Exchange was delivered into Council that the Cash Account was delivered in with it specifying that the Amount thereof had been paid out of the Treasury the day before and the Respondents did in and by their said Answer further say that they were advised that the foregoing and by the uniform testimony thereof the evidence at large did appear that your Petitioner Was receiver of the Rents and Revenues and also the Treasurer or Cash keeper and keeper of their Cash Account of Receipts and disbursements at the Settlement of Masulipatam and also that he did procure to be added to these important trusts the further trust of procuring solely independant of his Council such Bills of Exchange as he should deem good Whereupon your

Petr.

Petitioner most humbly presumes that such the General
Abstract of the Respondents statements even if the fact had
been as the Respondents have attempted to shew the same
Which your Petitioner does not Admit amounts to nothing
unless they the Respondents had shewn that your Petitioner
had been guilty of a breach of the said several trusts the
last of which regarding the procuring of Bills independant
of his your Petitioners Council your Petitioner humbly
Presumes he has amply demonstrated to be untrue or if true
as to the simple Act of taking Bills that such Bills so
taken were subject to the investigation of his Council that it
Was their duty to go into such investigation and to with-
hold their consent thereon in which case your Petitioner
Would have been under the necessity of returning the said
Bills to the drawers thereof or keeping them on his own
private account for that the Act of remitting them to the
Respondents presidency appears is admitted in the pleadings
and is further stated in evidence to have been Vested in the
Chief and Council jointly consequently if the Council had
objected to the said Bills and with held their Consent
thereto they could not have been transmitted and it further
appears in evidence as hereinbefore shewn that the Council did
not

not only possess but that they did also exercise the controling
power of objecting to the drawers of Bills of Exchange during
the Chiefship of your Petitioner when they did not know
the drawers of such Bills and the Respondents in and by their
said Answer did further pray leave to observe that the said
James Hodges by the fifth deposition on their behalf appeared
not to have been a member of the Council when the Bills
A B and C were taken but he did say that on the begening
of June amongst other papers delivered to him when your
Petitioner delivered over the Charge of the Settlement was a
Bill of Condraigula Juggernaut Row otherwise Juggapah
for about forty three thousand Dagodas but that your Petr.
had omitted to recite that part of the said deposition wherein
the said James Hodges did say that your Petitioner had
told him the Bill was accepted by Government meaning
as he supposed the Chief and Council and that his Bill was
forwarded by him as an act of Government previous to his
having been a member and the Respondents did say
it would appear in evidence thereafter that no explanation
whatever had been given to the said James Hodges of
the uncommon Circumstances Attending the taking of such

Bill

Bill wherupon your Petitioner most humbly sheweth that such the declarations of the said James Hodges is contrary to the Nature of the thing and to evidence for the said Andrew Scott to the Seventeenth Interrogatory on the part of your Petitioner says that when your Petitioner delivered over the Charge of the Settlement of Masulipatam he delivered into Council the Exhibit C and at the same time delivered in the Cash account Specifying the Amount of the said Bill had been paid out of the Treasury the day before when the same was received by the said James Hodges and the Council without any objection being made thereto that the Council did first Assemble at the Company's Garden house to receive the resignation of your Petr. and the said James Hodges did afterwards Assemble a Council at his own House for the purpose of circulating information usual on such an occasion and it was then agreed that the said Bill of Exchange should be remitted to the presidency by the said James Hodges and Council without any objection having been made thereto by the said James Hodges or any of the Members of Council present and the Respondents in and by their said Answer did further say that the said William Augustus Dobyn to the Fifth Interrogatory on the part of them the Respondents did depose that on the Twenty second day of April one thousand Seven hundred and Eighty Six having doubts in his Mind of Juggapahs Credit and gave for his reasons because he was in debt to Government he thought it his duty to express his doubts in a Minute and your Petitioner had in his said Petition stated that the said William Augustus Dobyn had not shewn what the said Minute contained or the consequence thereof whereas the Respondents did in their said Answer say that the said Deposition was fully explanatory of his Minute and also the Consequences thereof for that he did therein depose that he believed the Exhibits A and B two Bills given in by the Appellant to have been the consequence of his said Minute and that they were in part of the said Condraigula Juggernaut Row otherwise Juggapahs Balance and to substantiate his Credit and thereupon agreed to be taken by the Council as he says he was desirous of receiving any possible means of lessening his Balance which he said he considered in a precarious state Whereupon Your Petitioner most humbly shews that such the statements of the Respondents is unfounded and contrary to the truth

in

inasmuch as that the deposition of the said William Augusto Dobyn in the first place does not explain his Minute or even the Substance or purport thereof and Secondly that the pretended explanation of the consequence thereof as deduced from the said deposition by the Respondents is contrary to evidence and to the Nature of the thing for the said Andrew Scott to the Seventh Interrogatory on the part of your Petitioner says that the method taken by your Petitioner during his Chiefship respecting remittances was sometimes to lay the Bills of Exchange before the Council and sometimes not when the latter the particulars were generally if not always specified in the draft of the letter intended to enclose them to Government which draft was sent round in circulation for the inspection of each member of Council and to the Twenty first Interrogatory on the part of your Petitioner he states that the Monthly Receipts and Issues of Cash were sometimes laid before the Members of Council and were certainly ready if any member of Council had called for them and were sometimes sent Round for their inspection and further says that it was the duty of the Council to examine such Accounts to point out any Error or Omission they might know of from whence your Petitioner most humbly presumes it will appear that the said William Augustus Dobyn must have known that the said Exhibits A and B were taken from the said Condraigula Juggernaut Row otherwise Juggapah for Money paid on account thereof out of the Respondents Treasury and not on account of Arrears or he must have been guilty of a flagrant breach of his duty as a member of Council and further that the said William Augustus Dobyn had no right to form or belief grounded upon such surmises when he could have ascertained the fact and when it was his duty so to have done and your Petitioner has hereinbefore shewn from Evidence and the nature of the thing the fallacy of such the statement of the said William Augustus Dobyn inasmuch as that although he the said William Augustus Dobyn might have believed as he pretends he did in the first instance that the said Exhibits were taken on account of the balance of the said Condraigula Juggernaut Row otherwise Juggapah due to the Respondents yet that he was afterwards convinced to the contrary and that under such conviction he did actually agree

Agree to the receiving of one of the said Bills Secondly the
one in Exhibit A Marked for your Petitioner has herein before shewn
that the same was returned from the Respondents presidency
for non Acceptance and that in consequence thereof your Petr
did send round a note and other papers for the information of
the members of Council explaining the Reason why the said
Bill was not accepted and further that the said Bill was
by your Petitioner and his Council again remitted to madras
under the full knowledge that the Amount thereof was not
on account of Juggapahs Balance but for money to be paid
out of the Respondents Treasury and Rest
said Answer did further say that they did not admit
the Assertion of your Petitioner in his said Petition
of appeal contained that the said William Augustus Dobyn
was consulted upon the said Bills being taken because
As is evident he did not know the consideration upon which they
were taken which was entirely concealed from a misrepre=
=sentation to him by your Petitioner for he deposes he
deposes he believed they were taken on Account of the Arrears
of the said Condraigula Juggernaut Row otherwise Juggapah
And not for money taken out of the Respondents Treasury,
under

under pretence of paying the said Bills drawn by a Man
Already in a bankrupt state Whereupon your Petitioner
Most humbly Sheweth that it appears by the Deposition of
the said Andrew Scott to the Seventh and Twenty first Interroga=
=tory on the part of your Petitioner hereinbefore set forth
that if the said William Augustus Dobyn did not know the
Consideration upon which they were taken it was because he kept
himself in wilful ignorance thereof and in Violation of his
duty and consequently betraying the trust reposed in him
but your Petitioner has hereinbefore fully shewn when
the said Bill A having been returned for
non Acceptance that he the said William Augustus Dobyn
could not have been ignorant that the same was taken for money
to be paid out of the Treasury on the contrary that he was
perfectly well acquainted therewith and your Petitioner
further Sheweth that the Assertion on the part of the
Respondents that such consideration was concealed from
or misrepresented to him by your Petitioner is contrary to the
truth for the said Andrew Scott to the Seventh Interrogatory
on the part of your Petitioner shews that there could not
have been a concealment for that when Bills of Exchange
Were taken they were either laid before Council or the

particulars

Particulars thereof specified in the Draft of a Letter intended to enclose them to Government and which was sent round in circulation for the information of the different Members and further to the Twenty first Interrogatory on the part of your Petitioner the said Andrew Scott shews that the Cash Accounts were always ready for the inspection of members of Council sometimes laid before them and sometimes sent round for their inspection and that it was their duty to examine such Accounts and point out Errors or omission and the Respondents in their said Answers did further say that your Petitioner had suppressed the part of the Deposition of the said William Augustus Dobyn wherein he says that in regard to the Exhibit C. he thought it Necessary to mention whatever came to his knowledge respecting it that on the Eleventh of June he went with the said James Hodges to receive Charge of the Settlement from the Petitioner that they some time withdrew and upon the return your Petitioner did produce a Bill of Exchange of the said Condraigulacon Juggernaut Row otherwise Juggapah upon his Agent for forty three thousand Madras Pagodas which from the minute he the deponent had given in he supposed was in part of the debt of the said Condraigula Juggernaut Row otherwise Juggapah to the Respondents and that he did not until your Petitioner had left the Settlement know that it was for Cash paid from his Cash Chest and not as a Bill to Clear the above debt as he says he never would have given his consent to such a Sum being issued after what had passed that your Petitioner had never consulted him in Council About remitting that Sum to Madras or at any other period nor does he know that he consulted any one but believes it was a business entirely and solely of your Petitioners own doing Whereupon your Petitioner most humbly Sheweth that the omission occurred from the inconsistency of the matter and the untruth of the statement thereof and not with a View to deceive as the Respondents would insinuate any unfair advantage therefrom and in order to illustrate the same your Petitioner most humbly Sheweth that the said Andrew Scott

to

to the Seventeenth Interrogatory on the part of your Petitioner says that when your Petitioner delivered over the Charge of the settlement of Masulipatam Redelivered into Council the Exhibit C and at the same time delivered in the Cash Accounts specifying that the Amount of the said Bill had been paid out of the Treasury the day before when the same was received by the said James Hodges and the Council without any objection being made and it further appears that the receiving of the said Bill did actually undergo some discussion for the said Andrew Scott proceeding in his Evidence says 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 afterwards assemble a Council at his own House and it Was then Agreed that the said Bill of exchange should be remitted to the Presidency by the said James Hodges and his Council and the said Andrew Scott in his deposition herein before set forth shews that the Cash account stating that the Amount was paid out of the Treasury the day before was delivered in with it and the said Andrew Scott to the

Twenty

Twenty first Interrogatory on the part of your Petitioner shews that it was the duty of the Members of Council to examine such Cash Account and point out any errors or omissions therein and further from such the depositions of the said Andrew Scott the said William Augustus Dobyn was not justifiable in leaving the circumstances of the said Bill to chance and uncertainty when by turning to the Cash account before him he might have ascertained the fact and as probably must necessarily accompany an Action in order to render it of force and Virtue and as it appears from Evidence and the Nature of the thing that the Evidence of the said William Augustus Dobyn is not only improbable but almost impossible and that the artful insinuations and pretended belief of the said William Augustus Dobyn cannot your Petitioner most humbly presumes be considered in any other light than that the said William Augustus Dobyn conceiving a responsibility might attach it self to him has Vainly attempted to throw it on your Petitioner

and

and further your Petitioner most humbly shews that if the said William Augustus Dobyn was not consulted upon respecting the Exhibit C. he should have been the more particular in his enquiries relative thereto and if necessity required it have stated his objections and have with held his consent therefrom as by the deposition of the said Samuel Statham and the said Andrew Scott to the Sixth Interrogatory on the part of your Petitioner it is proved he might and ought to have done and the said William Augustus Dobyn himself says that he would not have given his consent to such a Sum having been issued if he had known that such was to have been the case and which is in addition to the proofs already repeatedly urged by your Petitioner that although your Petitioner might have had a power to take Bills yet it was the simple act of taking and that the accepting and transmitting them to the Respondents presidency rested with the Chief and Council and that they might after having been so taken been rejected by the Members thereof and hence your Petitioner most humbly

presumes.

presumes arises the deposition of the said Andrew Scott to the Twenty first Interrogatory that it was the duty of Council to examine the accounts and point out any Error or omission that they might know of and conceives that such accounts being passed by Council and approved of rendered it a joint act of the Chief and Council and that your Petitioners Account were passed and approved appears by the Evidence of the said William Augustus Dobyn and further by deposition of the said Andrew Scott who to the Seventh Interrogatory on the part of your Petitioner states that the Bills taken by your Petitioner were received with the unanimous approbation of the Council and by them remitted to the presidency — and the Respondents in and by their said Answer did further beg leave to observe on the said deposition of the said William Augustus Dobyn that to the belief of the said William Augustus Dobyn the several Accounts of those Bills were taken in part discharge of the said Condraigula Juggernaut Row otherwise Juggapahs debt to the Respondents in evidence of his knowledge

of

of a large Amount than the Amount of the said three Bills being really due and owing to them by the said Andraigula Juggernaut Ron otherwise Juggapah and not evidence that he could not believe so because your Petitioner did pretend that the said Andraigula Juggernaut Ron otherwise Juggapah did not owe so much whereupon your Petitioner most humbly Sheweth that such the observation of the Respondents on the belief of the said William Augustus Dobyn is as deficient in point of Argument as they are unfounded in matter of fact and so your Petitioner humbly presumes he has shewn the same to be by the several matters he has hereinbefore brought forward when speaking to the deposition of the said William Augustus Dobyn and the Respondents in and by their said Answer did say that the said Andrew Scott — deposing to the same Interrogatory with the said William Augustus Dobyn did say that the Bills A B and C were taken by your Petitioner as Chief solely and that he did not previously to his taking of any of them consult with his Council respecting them and that

that C was laid before Council on the Eleventh of June one thousand Seven hundred and Eighty Seven at the time that your Petitioner delivered over the Charge of the settlement he doesnot recollect that A and B or either of them were Whereupon your Petitioner most humbly Sheweth that if the said Andrew Scott had as the Respondents have stated the fact to be declared positively that your Petitioner did not consult his Council previous to his taking the said Bills he would have declared what he could not have known but the fact is otherwise for the said Andrew Scott says that your Petitioner did not to his the Deponents knowledge consult or advise with his Council thereon and here your Petitioner most humbly prays leave to shew that the said Andrew Scott generally deposes to the best of his recollection and to his belief and that when on the part of your Petitioner he is under the Necessity of deposing positively he commonly offers conception and opinion in opposition thereto in

attempt

attempts to do away as it would seem the force and
efficacy thereof and your Petitioner further humbly
sheweth that the Respondents have suppressed a part of the
said deposition of the said Andrew Scott and thereby in
some degree altered the sense thereof for that the
said Andrew Scott after shewing that the said Exhibit
C was laid before Council he says that in respect to the
Exhibits A and B he the deponent cannot say at this
distance of time whether either or both of them were
were not laid before the Council and your Petitioner
sheweth that although the said Andrew Scott does
thus state his want of recollection yet to the Seventh
Interrogatory on the part of your Petitioner 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 the information of each Member of
Council and does not recollect that any Bills was

transmitted

transmitted to the presidency during your Petitioners Chiefship
Without the unanimous consent of all the Members of
Council and he further strengthens the same by his deposition
to the Twenty first Interrogatory on the part of your Petitioner
and the Respondents in and by their said Answers did further
state that in Answer to the Observations of your Petitioner
on the depositions to the Sixth Interrogatory respecting the
debits of the aforesaid several Amounts of the said three Bills
of Exchange and whether the same was before or after the days
and dates on which the same or either of them appear to have
been drawn &c. the Respondents did say that the said James
Hodges was not a Member of Government at the time and the
said Samuel Statham was absent and that as to the said
William Augustus Dobyns saying he did not know or
recollect the Respondents did say that the same was not at
all extraordinary as the Books of Accounts were kept by
your Petitioner and the entries therein were his own sole
private acts and deeds notwithstanding they were of a
public nature and that it was no matter of surprise that
a person altho a member of Council should not recollect the
exact day and date upon which an entry in Books kept by
Another was made but the Respondents did say that the

pretended

pretended want of perspicuity was sufficiently cleared up by
your Petitioner himself Admitting that the debts were made
and although he had not admitted that they were so made
the fact of their having been made could have been sufficiently
substantiated by the clear evidence of Jak Tomby to the exact
days and also to the exact Sums on which and for which
Books were debitted 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 the
Respondents Cash Accounts were debited by the Appellant
as his act solely and without any communication with his
Council that he knows of for the Amount of the said three
Bills of Exchange but that whether before or after the days
and dates on which the same or either of them appears to have
been drawn or taken he doth not know except that a
Bill to about the Amount of the Bills was specified in the
last Account delivered over by your Petitioner to Mr
Hodges on the Eleventh of June one thousand Seven hundred
and Eighty Seven on the day preceding to have been paid
out of the Cash on the tenth of June one thousand Seven
hundred

hundred and Eighty Seven Whereupon your Petitioner most
humbly Sheweth that it does not appear by the deposition of
the said James Hodges that he was not a member of Council
for deposing to the said Sixth Interrogatory he says "this
deponent does not recollect and no more nor are the Respondents
Justified in asserting positively that the said Samuel Statham
was absent at the time for in his deposition he himself does
not take upon him to say he actually was absent but says
that to the best of his recollection he was so- and further
Your Petitioner humbly presumes notwithstanding the
Assertion of the Respondent to the contrary that it will
appear very extraordinary that the said William Augustus
Dobyn and also the other Members of Council should not
Recollect the point interrogated to for although the Books
of Account were kept by your Petitioner yet the said
Andrew Scott deposing to the Twenty first Interrogatory
on the part of your Petitioner 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 Member of Council had called for them and
were sometimes sent round for the inspection of the different

members

send round a Note Accompanied by other papers for the information of the Members of Council explaining the reason why the said Bill was not accepted and thereupon your Petitioner most humbly presumes as he has hereinbefore presumed that although in the first instance the said William Augustus Dobyn should not have been consulted on the said Bill as he avers yet it is proved that he was not only consulted thereon but that a variety of papers relative thereto and a Note explanatory thereof were sent to him for his Information by your Petitioner and although the said William Augustus Dobyn should have even believed as he pretends he did that the said Bill was taken on account of the said Condraigula Juggernaut Row otherwise Juggapahs Balance and not for Money to be paid out of the Treasury Yet on the return of the said Bill it was made to Appear to him that it was drawn for Money to be paid out of the Treasury of the Respondents and not on Account of any debt due to them from the said Condraigula Juggernaut Row otherwise Juggapahand that under a full conviction thereof he did agree

Again

again to receive and remit the said Bill to the Respondents Presidency for it appears by the depositions of the said Vancapah hereinbefore referred to that the said Bill was again presented to him for Acceptance and that he did accept it and pay a part of the Amount thereof and it is in evidence by the deposition of the said Ish Tomby that the Bill was drawn in may and that the amount was not issued out of the Respondents Treasury until June following and your Petitioner further most humbly presumes that in regard to the Evidence of the said Andrew Scott to the 6th Interrogatory who speaks to his belief and the best of his knowledge he has fully demonstrated the insufficiency thereof as to the application thereof by the Respondents when speaking to the Respondents Assertions Relative to the deposition of the said Ish Tomby and in observation thereon — and the Respondents did in and by their said Answer further say that your Petitioner had very briefly recited the depositions to the Seventh Interrogatory to which they states the said James Hodges did say that your Petitioners had delivered over the Charge of the settlements in the beginning of June about thirteen hours

hours after the orders arrived but did not know whether he accepted the said Bill C before or after the Arrival of the said order that Andrew Scott to the same Interrogatory did say that your Petitioner had given up the Chief = ship of Masulipatam on the Eleventh day of June one thousand Seven hundred and Eighty Seven by order of the President and Council of Fort Saint George which order arrived in the evening of the preceding day that he did not know whether your Petitioner had taken the said Bill for forty three thousand Madras Pagodas previous to upon or after his receiving the Above order that your Petitioner did not consult with him the Deponent neither did he believe that he had consulted with any of his Council upon the propriety or Necessity of taking the said Bill previous to the same having been taken That your Petitioner informed him in the evening of the tenth that he had received a Bill of Exchange payable to the President and Council for forty three thousand Madras Pags and upwards that he the deponent observed thereon that it would be an acceptable remittance or words to that

that effect and that at the same time he saw a paper in the hands of your Petitioner which he believed to be the Bill your Petitioner spoke of but did not recollect nor did he believe that your Petitioner had informed him by whom the Bill was drawn nor upon whom it was drawn and did not know or believe that your Petitioner gave any Notice or information to all or any of the Council respecting the said Bill previous to his delivering the same to the said James Hodges at the time of delivering over the charge of the Settlement Whereupon your Pet.r most humbly Sheweth that notwithstanding the Assertion of the Respondents he did Recite every part of the depositions to the said Seventh Interrogatory on the part of the Respondents which to him appeared to be either Material or pertinent and which your Petitioner humbly presumes will appear to have been all that was requisite or Necessary for your Petitioner most humbly sheweth that it was fully admitted on the part of your Petitioner that he your Petitioner had given up the Chiefship of Masulipatam on the Eleventh day of June one thousand Seven hundred and Eighty Seven by order of the President

and

and Council of Fort St. George and that whether the deposition of the said Andrew Scott to the said Seventh Interrogatory Was or was not as the Respondents has stated it to be Was of no consequence to the Respondents for that the same shewed a want of recollection as to some essential points and a substitution of belief and opinion for the positive affirmative or Negative as to others and your Petitioner remarking on the deposition of the said Andrew Scott humbly presumes it must appear very extraordinary that he the said Andrew Scott should state that he did not know or believe your Petitioner had given information to all or any of the said Council respecting the Exhibit C previous to his delivering the same to the said James Hodges and not assign a reason for such his belief for that it may appear from his the deponents own shewing that such belief had no manner of foundation And on the contrary that he had reason to believe your Petitioner might have consulted his Council in the said Bill having Conversed on the subject with him the deponent who was no more than the Secretary to the said Chief and Council and your Petitioner further presumes that from such circumstances it will evidently appear that your Petitioner did not as the Respondents would insinuate wish to conceal the taking of the said Bill untill he should have laid it before his Council and the Respondents in and by their said answer did further state that the said William Augustus Dobyn to the said Seventh Interrogatory did depose that the Letter for the removal of your Petitioner arrived on the tenth at night and that the Settlement was delivered over on the Eleventh in the Morning that he did not know whether the Bill of Exchange C. was taken before or after the order but that he knew it was previous to his delivering over the Chiefship and the Respondents did then pray leave to observe that he however uninformed the Council and Secretary were of any of the Circumstances of the Value or the time on which the said Bill was taken it appeared in the course of the proceeding on the part of your Petitioner under what unfavourable Circumstances the Bill was taken and that the said Bill was actually taken after the order for his removal had

Arrived

arrived and that the Respondents Books had Actually been antedated on the tenth of June for a transaction done on the Eleventh of June at which time your Petitioner had not any authority The Respondents thereby in the Most unjustifiable and most unjust manner and in direct opposition to the Evidence by themselves produced endeavouring to form a prejudice against the Conduct and Character of your Petitioner and to injure the merits of his Cause Whereupon your Petitioner most humbly Sheweth that although the said William Augustus Dobyn when deposing to the Eighth Interrogatory on the part of the Respondents might have declared a Want of recollection as to the taking of the Exhibit C. and that he did not know whether it was before or after the Arrival of the said order yet the said William Augustus Dobyn examined to the Twenty Ninth Interrogatory on the part of your Petitioner declares positively that the Exhibit C was not only taken before the Arrival of the said order but that it was actually delivered into Council anterior thereto for he therein says that your Petitioner did deliver the Bill in question into Council

on

on the day immediately previous to his resignation and as he avows in his deposition to the said Seventh Interrogatory on the part of the Respondent that event took place on the Eleventh the day immediately previous must have been the tenth. and your Petitioner further most humbly sheweth that the Assertion in the Respondents said Answer contained that your Petitioner did actually take the said Bill after the said Order had arrived and that he had antedated their Books on the tenth for a transaction done on the Eleventh is further confuted by the Deposition of the said Jah Tomby to the fourteenth Interrogatory on the part of the Respondents for the said Jah Tomby therein and thereby declares that the several Sums appearing by the Exhibits or receipts N° 20 21 22 23 24 25 26 27 and 28 to have been paid and received under date of the tenth day of June did amount together to the Sum of forty four thousand three hundred and Eighty three Madras Pagodas Seven Fanams and Seventy Seven Cash and further that the Zemindars were credited in the Accounts Current of the Respondents on the Eleventh day of June for the several Amounts of the receipts under that date — And the Respondents

did

did in and by their said Answer further say that your Petitioner had not fairly recited the depositions to the Eighth Interrogatory because your Petitioner had not recited that the said James Hodges did depose that the said Exhibit C was delivered over to him by your Petitioners when he delivered over the Charge of the Settlement as an act completely finished during his own Chiefship that your Petitioner had entirely suppressed the deposition of the said Andrew Scott to the same Interrogatory that your Petitioner did deliver over the Bill in the manner before mentioned not for the Approbation of Council but as an act done by the Old Appellants as Chief during his Chiefship he your Petitioner having before that time brought it to account that the said William Augustus Dobyn in addition to what your Petitioner had recited did depose to the Ninth Interrogatory that the conversation respecting the said Bill between your Petitioner and the said James Hodges was private which the Respondents did say was undoubtedly done to prevent an enquiry and that the said Andrew Scott to the same Interrogatory did say that the Account delivered in by your Petitioner was his own act independant of his Council although the Respondents did

admit

Admit that the said Andrew Scott to the tenth Interrogatory did only depose to Information and belief Whereupon your Petitioner most humbly Sheweth that the Respondents do here Contradict their own Statements for in one place they endeavour to shew that your Petitioner had taken the Bill C when he had no power to do so and in another that he had compleated the Transaction before the said James Hodges had an Authority to interfere therein and again that they endeavour to interfere the Testimony of their own Witnesses first by shewing that the said James Hodges deposed that the Bill C was delivered to him when your Petitioner delivered over the Charge of the Settlement as an act completely finished during his Chiefship and then by the deposition of the said William Augustus Dobyn that there was a conversation between your Petitioner and the said James Hodges respecting the said Bill that such conversation was private and was undoubtedly done to prevent enquiry but your Petitioner most humbly sheweth that it will appear by the deposition of the said William Augustus Dobyn reference being thereunto had that he had not said that there was a conversation between the said James Hodges and your Petitioner respecting the said Bill

either

either of a private or any other nature and therefore he could not have said that such conversation was evidently to prevent enquiry on the contrary he the said William Augustus Dobyn in another part of his deposition to the same Interrogatory he says that your Petitioner did not consult him the Deponent in the said Bill nor did he the deponent know that your Petitioner had Consulted any one and your Petitioner further most humbly sheweth that although the said James Hodges deposes that he considered the said Bill as an act finished during your Petitioners own Chiefship and although the said William Augustus Dobyn says he was never consulted thereon yet it evidently appears by the deposition of the said James Hodges to the Fifth Interrogatory on the part of the Respondents that he the deponent and his Council did remit the said Bill to the Respondents presidency and the said William Augustus Dobyn to the said Twenty Ninth Interrogatory on the part of your Petitioner after shewing that the said Bill C. had been delivered into Council the day immediately previous to his your Petitioners resignation and after shewing that he did not know whether your

Petr

Petitioner was or was not authorized to receive Bills without the sanction of his Council says that he did consider the propriety of receiving the said Bill and gave it his approbation and the Respondents did in and by the said answer say that your Petitioner had not fairly recited the Depositions to the Twelfth Interrogatory for that the said William Augustus Dobyn did say Condraigula Juggernaut Row otherwise Juggapah was renter or Manager of the Countries set forth in the Interrogatories that during your Petitioners Chiefship he was the Respondents Interpreter or not but understood him to have been the Interpreter generally employed in public Business by which the Respondents did say he could only mean as Interpreter because he did say that to the best of his knowledge he never had such an appointment from the presidency or Chief and Council to receive the rents and revenues or rents of Zemindars or Renters that the said Samuel Statham did say that it appeared to him that the said Condraigula Juggernaut Row otherwise Juggapah had authority to receive

Rents

rents and Revenues by the usages of the Service but that he did not know by what Authority and that the said Andrew Scott further than your Petitioner had recited did say that he had heard and had been informed that the said Ondraigula Juggernaut Row otherwise Juggapah was employed by your Petitioner as his Head Sebash and entrusted by him in both public and private concerns but that the said Ondraigula Juggernaut Row otherwise Juggapah was not by Virtue of his office as Interpreter to his knowledge Authorized or appointed by the Government of Fort St. George or the Chief and Council of Masulipatam collectively or otherwise to receive from Zemindars or others the Rents and Revenues of the Respondents districts dependants upon Masulipatam although he did believe he was entrusted by your Petr in his office of Cash keeper to receive the rents and Revenues and that such evidence was confirmed by that of Arthur Lang Lord Cooke on the part of the part of the Respondents to the tenth Interrogatory That Andrew Scott did depose to the Statement of the different Sums and the persons who paid them composing the Amount of the Bill of Exchange Marked C which the Respondents did say was further more fully proved as well as the account on which those Sums were paid by your Petrs Receipts specifying the same that the said Andrew Scott did also depose that it was the Custom of the Chief to grant receipts for money received which the Respondents did say fairly implied that it was not the Custom for the Chief to grant receipts for Money not received on account of the Respondents revenues that the said Andrew Scott did also depose that the Receipts of the Chief were an acquittal for Money received and that the Respondents Cash was usually debited for Sums to acknowledged to have been received that the said William Augustus Dobyn and the said Samuel Statham did severally depose that the Chiefs Receipts or discharges were solely sufficient for the Zemindars and Renters and the Respondents did say that the question was also proved by a Variety of other Witnesses on the behalf of your Petitioner as well as on the Respondents own behalf Whereupon your Petitioner most humbly Sheweth that the Respondents have mistaken the

Twelfth

Twelfth for the Eleventh Interrogatory and your Petitioner
desirous of shewing the Justness of his Cause by fair and
candid Statements rectifies the Error of the Respondents and
thereupon most humbly Sheweth that if he did omit any
part of the Deposition of the said William Augustus Dobyn
it was because the same appeared to be either impertinent or
irrelevant and further that notwithstanding such the
Deposition of the said William Augustus Dobyn Seven
to the best of his knowledge the fact is in evedence here-
before set forth first by the Deposition of the said Andrew
Scott to the Seventh Interrogatory on the part of your
that the said Condraigula Juggernaut Row otherwise Jugg
=gak was appointed Interpreter to the Respondents by the
Respondents Resident and Council of Fort St. George and
that he was in the Habits of receiving the Rents and Revenue
of the Respondents and Secondly by the Deposition of the
said Samuel Statham that it Appeared to him that he
the said Condraigula Juggernaut Row otherwise Juggapah
was authorized to receive the Respondents Rents and Revenue
although he did not know by what Authority which
latter part of the Deposition of the said Samuel Statham is

Redeendent-

(47)

Redundent in asmuch as the said Samuel Statham had shewn that
he had such authority by the rules and Customs of the Respon=
dents Service and further the said Andrew Scott confirms
such the testimony of the said Samuel Statham in shewing
that if the Zemindars had once paid their lists to the said
Condraigula Juggernaut Row otherwise Juggapah they could
not be again called on on account thereof and your Petitioner
Sheweth that the Deposition of the said Andrew Scott is no
other than hearsay as to the said Condraigula Juggernaut Row
otherwise Juggapah having been the debash of your Petitioner
for he does not take upon himself to say that he even believed
the fact so to be and which hearsay evidence your Petitioner
most humbly sheweth is effaced first by the shewing of
the said Andrew Scott himself who says positively that he was
Interpreter to the Respondents thirdly by the Testimony of the
said William Augustus Dobyn and the said Samuel Statham
to the same point and fourthly it Appears in evidence that
he was a Zemindar and Renter under the Company and a
man of very great consequence and your Petitioner most
humbly Sheweth that although the said Andrew Scott when
deposing to the Eleventh Interrogatory on the part of the

Respondents

Respondents states that he had heard and been informed
that the said Condraigula Juggernaut Row otherwise Juggapah
Was employed by your Petitioner as his head Debash and
that he the said condraigula Juggernaut Row otherwise
Juggapah was not by Virtue of his office as Interpreter to
his knowledge authorized or appointed by the
Government of Fort St. George or Chief and Council of Masulipatam
to receive from the Zemindars or others the Rents and Revenues
of the Respondents districts dependant on Masulipatam and
although he says he believes that the said Condraigula
Juggernaut Row otherwise Juggapah was entrusted
by your Petitioner in his office of Cash Keeper to receive
the Rents and Revenues yet deposing to the fifteenth
Interrogatory on the part of your Petitioner he speaks
in a very different manner for therein to the most
Material and essential points he deposes positively first
that the said Condraigula Juggernaut Row otherwise Jugga-
pah was the Respondents Interpreter by an Appointment
of the Government of Fort Saint George but does not conceive
that gave him Authority to receive rents and Revenues and
Secondly that he knew that the said Condraigula Juggernaut

Row

Row otherwise Juggapah was in the habits of Receiving the
Respondents Revenues during a part at least of your Petitioners
Chiefship and Conceives that he was authorized to do so by
your Petitioner himself and here your Petitioner most
humbly begs leave to shew that such the deposition of the said
Andrew Scott amongst the number of others of a similar
description illustrates the position by your Petitioner
hereinbefore set forth that when the said Andrew Scott was
under the Necessity of Answering positively in favour of
your Petitioner he generally offered conception opinion
and belief as it would seem to do away the force and
efficacy thereof and your petitioner further most humbly
Sheweth that the said deposition of the said Andrew Scott is
corroborated by the deposition of the said Samuel Statham
as hereinbefore set forth for therein he the said Samuel
Statham says that the said Condraigula Juggernaut Row
otherwise Juggapah was Authorized by the Rules and Customs
of the Service to receive the Respondents Rents and Revenues
and your Petitioner most humbly prays leave to refer to the
deposition of the said Arthur Langford Cooke in refutation
of the Assertion of the Respondents relative thereto and with
regard to the deposition of the said Andrew Scott when

Speaking

speaking to the Exhibit C your Petitioner most humbly Sheweth first that the Respondents have generally misstated the fact and Secondly that it will hereafter fully appear from the shewing of the Respondents and so the fact really is that no money ever was paid out of the Treasury on account thereof either to the said Condraigula Juggernaut Row otherwise Juggapah or to any other person and as to the Reasoning of the Respondents in the deposition of the said Andrew Scott your Petitioner humbly presumes the same is fallacious and Negatory and indeed contrary to the fact inasmuch as it appears by the deposition of the said Andrew Scott who to the Thirtieth Interrogatory says speaking to the Exhibit C. that he does not think that the Zemindars who had actually made payments to the said Condraigula Juggernaut Row otherwise Juggapah as the Respondents Interpreter and Customary Channel of such payments during your Petitioners Chiefship could be justly compelled to pay the same over again whatever had been the manner in which the money so paid had afterwards been appropriated by the said Condraigula Juggernaut Row otherwise Juggapah that it had been Customary to grant Receipts on receiving a Bill of Exchange in favor of the President and Council for any

any Zemindars or Renters on account of Arrears due by them in the same manner as if such payments were made in Cash and it is in proof by the deposition of the said Andrew Scott and partly by the deposition of the said Jah Tomby that the said Condraigula Juggernaut Row otherwise Juggapah did receive from the Renters several Sums of money which together formed the Amount of the Bill C. and for which the Receipts in question were granted and for which as it will hereafter fully appear the said Bill C. was taken by your Petitioner and further your Petitioner most humbly Sheweth that the Respondents themselves shew by the deposition of the said William Augustus Bolton and the said Samuel Statham objected to your Petitioner as a Charge of omission that your Petitioners Receipts or Discharges were solely sufficient for the Zemindars and Renters and the Respondents in and by their said Answer did further say that respecting the debt of the said Condraigula Juggernaut Row otherwise Juggapah to them the Respondents previous to the drawing of the Bills in question, the said Andrew Scott did depose that the Board of Revenue of Fort St. George had written to the Chief and Council of Masulipatam expressing surprize at the great Arrears then due

due by the said Condraigula Juggernaut Row otherwise Jugga-
=pah that thereupon the said William Augustus Dobyn did write
a Letter to him as Secretary desiring him to speak to the Chief ex-
=pressing his doubts of the said Condraigula Juggernaut Row
otherwise Juggapahs solvency recommending an investigation into his
affairs and the Respondents did say that it appeared that your
Petitioner had undertaken to be the patron of Juggapahs Debts
and himself in April or may one thousand Seven hundred and
Eighty seven and did in consequence of the said Letter deliver into
Council an account Current between the said Condraigula Jugga-
=naut Row otherwise Juggapah and the Respondents signed
by the said Condraigula Juggernaut Row otherwise Juggapah
did not know that the account was approved of by the Board
of Revenue believed the Balance was made about five
thousand Pagodas but that in the Month of July following there
was an abstract drawn by which the said Condraigula Juggernaut
Row otherwise Juggapah owed to the Respondents upwards
of Ninety thousand Pagodas and therefore he did say that the
Account did not agree with the Account previously delivered
in by your Petitioner and the Respondents did say that it
Would Appear thereafter that your Petitioner and Juggapah
settled their private accounts the same day and they were
proportionally

Proportionally extraordinary and excessive as the public account
was diminished below what was really due whereupon your
Petitioner humbly Sheweth that the insinuation in the
Respondents said answer contained is unjust and untrue
and it does not any where appear in Evidence or otherwise
that your Petitioner undertook to be the patron of Juggapahs
Debts but the fact is and no more that the Board of Revenue
having written to the Chief and Council of Masulipatam on the
Subject of the debts due from the said Condraigula Juggernaut
Row otherwise Juggapah and the said William Augustus Dobyn
having addressed a Letter to the Secretary the said Andrew Scott
in consequence thereof as appears by the deposition of the said
William Augustus Dobyn to the Twenty fifth Interrogatory
on the part of your Petitioner your Petitioner did as the said
Andrew Scott in his deposition to the Twenty Seventh Interroga-
=tory on the part of your Petitioner does shew was your Petr
duly to do for a Statement of his the said Condraigula
Juggernaut Row otherwise Juggapahs Account and which
having obtained your Petitioner did in further discharge
of his said duty lay the same before his your Petitioners
said Council for their inspection and fullest scrutiny and
investigation and your Petitioner most humbly presumes
that

that he is justified in saying from Circumstances and the
More particularly so as there is no opposition from evidence
that the Members of Council did accordingly inspect into
Scrutinize and fully investigate the same and from the
apparent justness thereof did give it their Approbation and in
consequence consent to its being transmitted to the Board
of Revenue at Fort St. George because your Petitioner
humbly begs leave to shew that as the said Board of
Revenue had addressed the Chief and Council of Masulipatam
on the Subject of the said Debt of the said Condraigula
Suggernaut Row otherwise Juggapah and he said William
Augustus Dobyn having as he states delivered a Minute thereon
from the doubts created thereby it was a matter of Course
your Petitioner most humbly presumes that in order to
satisfy those doubts and discharge his duty to his employers
the said William Augustus Dobyn should have fully
investigated the said Accounts so delivered in as aforesaid
and that upon such investigation he did approve thereof because
he the said William Augustus Dobyn to the said Twenty fifth
Interrogatory on the part of your Petitioner deposes that the
said account was transmitted to the presidency with Consent
of Council and your Petitioner most humbly Sheweth that the

Difference

Difference of balance apparent on the face of the said Account
Current so delivered in as aforesaid and the balance made
to appear by the said Board of Revenue as the same is
Supported by the Evidence of Thomas Cockburn examined on the
part of the Respondents amounted to no more than thirty two
thousand Pagodas and as it appears by the Statement of the
said Condraigula Juggernaut Row otherwise Juggapah in
the pleadings set forth on the part of the Respondents that
Condraigula Juggernaut Row otherwise Juggapah had a
claim of Two years and upwards of Merajsee which has
not been disproved amounting to the Sum of Twenty or Twenty
three thousand Pagodas if the same were to be deducted
from the said Sum of Thirty two thousand Pagodas there
would then remain the Sum of about ten or Twelve thousand
Pagodas which is agreeable to the Deposition of the said
Andrew Scott to the said Twenty fifth Interrogatory on
the part of your Petitioner and your Petitioners most humbly
Sheweth that the said pretended Balance of Ninety thousand
Pagodas is not proved on the contrary it stands contradicted
by the Evidence hereinbefore shewn of the said Thomas Cockburn
who states he was well acquainted with the Revenues
of the Respondents and your Petitioner humbly Sheweth

that

that the suggestion of the Respondents relative to the Settlement and Nature of the private Accounts between your Petitioner and the said Condraigula Juggernaut Row otherwise Juggapah is unjust and unfounded and the comparative statements attempted to be shewn thereon fallacious and contrary to the nature of the thing and the Respondents in and by their said Answer did say that to the Eleventh Interrogatory deposed to by the said James Hodges William Augustus Dobyn Samuel Statham and the Andrew Scott the said James Hodges did say contrary to what your Petitioner had recited of his said deposition that the said Bills A B and C were returned for Want of payment and that the Necessary Steps were taken to receive the Amount from the drawers did not recollect whether Culandy Vencataram Rauze acknowledged or denied having drawn the Bill A and did not recollect what reason was given by the said Condraigula Juggernaut Row otherwise Juggapah for the Bills not being paid that the said William Augustus Dobyn thereto did say that the Bills A B C were returned for non payment and that Juggapah

Gave-

Gave the Bills in discharge of his Balance — and the Respondents did say that for the same reasons and upon the same ground the said Samuel Statham did say the said Bills were Returned to Masulepatam for non acceptance or non payment but that he did not recollect which that the said Bills were severally presented to the drawers that Culendy Vencataram Rauze disavowed any knowledge of the said Bill said to have been drawn by him and that the name Culendy Vencataram Rauze subscribed to the said Bill Was not written by himself but by Baupiah the devan of the Zemindar of Mugaladore Whereupon your Petitioner most humbly Sheweth that the Statements of the said deposition of the said James Hodges as the same as set forth in his said Petition of appeal for the said James Hodges says although he believes the Necessary steps were taken to Recover from the drawers the Amount of the said Bills — A B and C yet that he cannot speak to a Certainty and as to the remainder of the said deposition except as to the reference of the said Bills for non payment which was admitted by your Petitioner in and by his said petition the said James Hodges states a total want of recollection and therefore

Your

Your Petitioner humbly presumes that in stating the deposition of the said James Hodges he did not embrace any thing material he was fully justified and your Petitioner further most humbly sheweth that the first part of the deposition of the said William Augustus Dobyn as stated in your Petitioners said Petition of Appeal as the same is set forth in the Respondents said Answer and as to the Zemindar part thereof your petitioner did not conceive the ambiguous and indefinite Words that is to say — he believes as the said Condraigula Juggernaut Row otherwise Juggapah gave these two Bills A and B in part of his balance the said Condraigula Juggernaut Row otherwise Juggapah must of course have been — interested therein was not material for although such describe a balance they do not ascertain to whom such Balance was due and your Petitioner most humbly Sheweth that the Respondents have themselves incurred the Charge of misstatement which they have objected to your Petitioner inasmuch as the Respondents have asserted that the said William Augustus Dobyn did in and by his said deposition say that the said Bills A B C. were returned for non payment and that he did further say that the said Condraigula Juggernaut Row otherwise Juggapah gave these Bills in part of his Balance thereby endeavouring to convey the Idea that the said William Augustus Dobyn meant the whole the said three Bills whereas the said William Augustus Dobyn speaks of two only and particularly specifies the Bills A and B and in doing so your Petitioner most humbly Sheweth the said William Augustus Dobyn did venture an assertion on his belief contrary to his knowledge of the fact for your Petitioner most humbly sheweth that it appears by the deposition of the said Andrew Scott to the fifteenth — + Interrogatory on the part of the Respondent says as — + hereinbefore shewn that the said Bill A was returned by the President and Council of Fort St. George to the Chief and Council of Masulpatam for want of acceptance that on being so returned your Petitioner as Chief sent round a note from himself accompanied by other papers for the information of the Members of Council explaining the — + Reason why the said Bill was not accepted that the said Note did mention to the best of his the said Andrew Scott recollection that the said Bill had been procured by means

Means of the said Condraigula Juggernaut Row otherwise Juggapah and Baupah the Devan of the Zemindar of Mangalatore and that the parties Agreed that the Amount of the said Bill should remain in the Respondents Treasury until advice should be received of its being Accepted and Your Petitioner Humbly Sheweth that although to Several Interrogatories the said William Augustus Dobyn has spoken positively to the identity of the Exhibits A B and C in the Course of his Evidence yet to the twenty third Interrogatory on the part of the Respondents he says he cannot speak positively to either thereby endeavouring his own evidence and your Petitioner most Humbly presumes that he has in and by his said Petition stated every material point set forth in the deposition of the said Samuel Statham as by reference to the said deposition being had the same may appear and your Pett. further most humbly presumes that the Respondents instead of Interrogatory the said Andrew Scott to what he heard the said Culdendy Vencataram Pauze say they should have examined the said Culdendy Vencataram Pauze himself or have shewn why they could not have done so and the Respondents did in and by their Answer further say that the same Witness the said Andrew Scott did depose that it did appear by Written or Verbal declaration that the said Condraigula Juggernaut Row otherwise Juggapah was himself answerable for the payment of the said three Bills and that he the said Andrew Scott did further say that the said Condraigula Juggernaut Row otherwise Juggapah gave for reason for the Bills not being paid that your Petitioner had disappointed him by not paying a Sum of fifty thousand Pagodas to his Agent at Madras as he said your Pett. had promised to do Whereupon your Petitioner Most Humbly Sheweth that such the deposition of the said Andrew Scott is uncertain and insufficient in as much as the same is matter of hearsay when the Respts ought to have examined the said Condraigula Juggernaut Row otherwise Juggapah who was on the spot and the Respondents not having done so shews an evident Apprehension of the consequences for it appears that they did not hold the said Condraigula Juggernaut Row otherwise Juggapah accountable to them for the amount of the said Bill and therefore all Idea of his being a party

Partly interested in the event of the Suit were at an end
and the Respondents did in and by their said Answer further
say that the said Andrew Scott to the Eighteenth Interrogatory
did deposing he had known one Bill of Exchange —
having been protested was evidently intended by him
to have been in the Negative because the said Interroga-
-tory did not go to obtain an Answer of his knowledge
of an Instance but to his knowledge of the Custom of
the Respondents Agents to protest Bills of Exchange
the Answer whereto affirmatively that he had known
an Instance the Respondents did say would be an
absurdity without it might be presumed 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 was the Respondents did say —
either way a matter of no Importance to the Question —
before the Court which was quite of a different nature
and the Respondents did say they would not have

been

so particular in clearing away the straw of difficulty had it
not been that your Petitioner might take a further —
advantage from so trivial a matter having passed unnoticed
at the hearing Whereupon your Petitioner Most humbly
Sheweth that such the statement of the Respondents is
erroneous in principle as it is in point of fact and that the
instance by them produced is the first where an affirmative
has been so construed as to imply a Negative and further
Your Petitioner humbly presumes that the instance shewn
of protesting Bills is sufficient to establish the Custom
thereof for the Respondents themselves say that the said
Eighteenth Interrogatory did go to obtain evidence whether
it was or was not the usage and Custom of the Service
to protest Bills of Exchange for non payment and the
said Andrew Scott shews that such was the Custom of
their Service for he illustrates the fact by an instance
within his own recollection it is true that the said Andrew
Scott has not said in direct terms that it was the Custom
of the Service to protest Bills for non payment but then
Your Petitioner humbly Sheweth that such is the mode
the said Andrew Scott has constantly adopted as your Petitioner
has hereinbefore shewn when he is obliged to speak in the

Affirmative

affirmative to an Interrogatory that tends to favor your Petitioner and as the matter has come out on the Interrogatories on the part of the Respondents and from their own Witnesses it is not as the Respondents pretends a straw of difficulty but operates as an insupperable Bar to their right of Action against your Petitioner and fully and effectually establishes the Plea of your Petitioner thereto ___

And the Respondents did in their said Answer say that the Interrogatories exhibited by your Petitioner were by no means such as to 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 question not applicable to particular cases connected with the gist of the Action ___

Whereupon your Petitioner most humbly Sheweth that such the Assertion of the Respondents is without any manner of foundation for by your Petitioners said Interrogatories reference being thereunto had may appear It is evident your Petitioner did thereby attempt by such means as were in his power to

to wrest facts from the Witnesses he examined but who have by every means in their power Avoided giving full And direct Answer thereto many of them from apprehensions as it would seem that in so answering they might state such things as would prove injurious to themselves the Major part of whom appear throughout the pleadings had in the said Mayors Court and the body of evidence thereon to be deeply interested in the Cause and that their Hope of expulpation and thereby to avoid most serious Consequences did rest upon Judgement going against your Petitioner and your Petitioner Most humbly presumes it may appear that it is the Respondents who have on abandoned their Cause and shewn a backwardness and Apprehensions inasmuch as they have not established a Single Material Charge by them brought against Your Petitioner and inasmuch as they have not examined Condraigula Juggernaut Row otherwise Juggapah Culdendy Vencataram Rauze Baupiah and others but have relied upon the said William Augustus Dobyn the said Andrew Scott and others to depose what the Said parties had said and further your Petitioner most humbly

presumes

presumes that he has Notwithstanding the disadvantageous
under which he labored as aforesaid been enabled to
Adduce Testimony sufficient todestroy the gist of their
said Action — And your Petitioner most humbly Sheweth
that the Respondents throughout their Remarks on the
Evidence as stated by your Petitioner in his said Petition
of Appeal have placed different Constructions on the
said depositions toanswer different purposes and have
contradicted their own Evidence and thereby shewn contradic
=tions thereon in order to do away the force of Testimony
where it opposes the Charges by the Respondents urged
against your Petitioner and your Petitioner further
humbly Sheweth that the Respondents have relied
Chiefly upon the evidence of the said William Augustus
Dobyn whose depositions are replete with contradictions
and very uncertain and insufficient and as to the Testimony
of the said Andrew Scott your Petition humbly presumes
it will appear on reference had to his deposition that
to the most Essential points on the part of the
Respondents he has offered opinions conceptions
and belief.

Your

Your Petitioner further begs leave to state
that the Respondents then proceed in their said answer to state
their several objections to the Reasons adduced by your
Petitioner for Appeal from the said Decree of the said Honble
the Mayors Court — The first of which Reasons relating to the
Insufficiency of the Evidence your Petitioner humbly presumes
has been fully supported by the foregoing
Remarks upon the Depositions taken in the Cause That first
Reason Charges that the Respondents are so far from having
substantiated the Charges of their Bill by the Witnesses
they have produced that many of their Charges stand Refuted
by their own Proof others have been abandoned and that the
Belief and is Vague inconsistent and Contradictory" and it
Must appear from the Remarks above noticed that many
of the Charges do stand Refuted by their own Proofs such
for Instance as your Petitioner remitting the Bills
without the Interference of his Council his assuming any
other Powers respecting Remittances than his Predecessors
had the said Condraigula Juggernaut Row otherwise
Juggapah not being the Servant of the Respondents and many
others

others It must also Appear that many of them are abandoned
Such for Instance as that any steps were taken to enforce
the Payment of the Bills by the Acceptors their being
unable to pay them and many others which are often
Repeated as Charges in the Bill of Compt and Replication
but are not attempted to be proved in the Depositions and
are so far abandoned that not a Single Interrogatory
is put to any Witness about them and it must be also
Manifest that those Charges that are attempted to be
proved are only supported from what the Witnesses say
they have heard or have been of opinion or belief without
stating any sufficient Reasons for their opinion or belief
and the whole Testimony of the said William Augustus
Dobyn and much also of that of the other Witness is
Certainly Vague inconsistent and in many instances is
Contradictory - and therefore this first Reason notwithstanding
any thing that the Respondents can say to the Contrary is
Clearly founded on fact and is in itself as your Petitioner
humbly Contends a Sufficient Objection to the Decree and a
Solid and good Ground for Revising the same and in Regard
to What the Respondents say that their Charges are so far

Admitted

Admitted by the Appellants that the Justification thereof by
Evidence rests with your Petitioner and that it was his
Duty to shew that the Respondents were not prejudiced
thereby the Reply is easy for in the first place the Complai-
nant is in all Cases to make out his own Cause and in the
Next place what they say your Petitioner should prove
is a negative and therefore not capable of Proof but the
Injury they have received if they have received any must
consist of simple positive facts capable if they do exist of being
proved and therefore of course the Law requires them to be proved
by the Respondents otherwise the Judgement must be in favor of
Your Petitioner from this defect of their not supporting their
Action - their not following up their Complaint as the Law
Requires and which declares that in such cases the Party who
brings the Action is nonsuit of course the Defendant
dismissed therefrom and your Petitioner most humbly presumes
that there cannot be a stronger proof of the Assertions of your Petr
as aforesaid that the Respondents did and have abandoned
the Charges in their said Bill of Complaint and Replication
contained than their own Shewing that it was not for them
to Establish but for your Petitioner to refute the same - and your

Petitioner

Petitioner most humbly Sheweth that respecting the Witnesses themselves that have been produced on the part of the Respondents. Abstracted from what they have deposed it is plain from the Circumstances that Appear in the proceedings that the principal of these Witnesses could not but be inclined to Wish prosper to the suit as it would relieve them from all Apprehension of being called on as having acted Jointly with your Petitioner besides the fact of their being all in the Service of the Respondents a Circumstance which tho not Sufficient to silence their Testimony by excepting to it is at least Sufficient in some degree to weaken its full effect —

Your Petitioner with all due deference most humbly Sheweth that Lastly as a Second Reason for reviving the said Decree state in his Petition of appeal that it was evident from the Proceedings and admitted by the Respondents that not one of the said three Bills of Exchange upon which the Suit was brought was protested for non acceptance or non payment as by Law they ought to have been to Charge the Remitter or any other person concerned therein with the payment thereof and that this is the more necessary as it appears by the Evidence of Andrew Scott that the Respondents had upon a former Occasion protested a Bill for non Acceptance that had been transmitted in the same manner as the present — The Respondents in reply thereto and in order to obviate the same pretend to say that it never has been Customary for them or their Representatives to protest any Bills of Exchange in the like Circumstances and they insist that the instance produced does not prove the same and that even if it did such Omission does not apply to their present suit where as your Petitioner Humbly conceives that the Law respecting Bills is part of the General Law of the Kingdom and well known so to be and that such General Law cannot be done away by any pretended exemption the Respondents may lay Claim to by any peculiar Custom of their own for your Petitioner Most humbly conceives that altho by Chartered Rights they may have Authority to make byer Laws yet that such Laws must be Consonant to and not a violation of the Laws of the Land and this is the less to be insisted on in the present instance as the Respondents must be considered as a Mercantile Body and of course well acquainted with the Law

Law of Merchants and Subjected particularly thereto. It is not pretended by them but that the Law as far as regards the Protesting of Bills of Exchange obtains on their Factorys and Settlements in India as well as in England indeed the Indian Tum Mahazar which they have thought proper to introduce implies that this practice has long prevailed there and the instance adduced by the Testimony of Mr. Scott proves that it has also been practised in instances Similar to the present and that therefore there is not any such Custom as the Respondents wish to Establish — But allowing that there is such a Custom in the Respondents Service in the manner they state there is yet your Petitioner insists that it cannot avail the Respondents as the only Ground on which such Custom could possibly be founded is the Circumstance of the Remitters of such Bills of Exchange having always been their own Servants have therefore not been considered by them in any Event liable to the payment of the Bill remitted and therefore whether this Custom is admitted or not admitted it effects equally in favor of your Petitioner and it is incumbent on the Respondents either to shew they have conformed themselves

to

to the Rules of Law sufficiently to entitle them to the Benefit of Law or if they plead an Exemption by Custom to Shew that such Custom is founded upon the Circumstance above stated of never having considered the Remitters from being their own Servants liable in any Court for the payment of the Bills they remitted

Your Petitioner further most humbly begs leave to represent that he did in his Petition of appeal further state as a third Reason for his appealing from the said Decree "That it is Evident from the Proceedings and Admitted by the Complainant that the Bills of Exchange on which the principal part of the Amount for which the Suit is brought is stated to be due were kept by the Respondents President and Council at Fort Saint George a Considerable time after they became due and not returned as they ought to have been to the Drawers by reason whereof the Respondents have taken upon themselves any Loss that might arise from their non payment to which the Respondents have thought proper to make no other reply than that what they have stated in Reply to the foregoing that is to say the Custom they Claim of not protesting which they presume to say is a Sufficient and full answer to this your

Pet.rs

Petitioners third Objection But on this your Petitioners beg
leave to remark that this cannot be a full Reputation of this
his third reason because it arises altogether from a different
principle The want of Protest applies only to the Form of Law
and if a Custom had been Sufficently established dispenting
in particular instances with this General Law so far it must
be admitted to operate as a Bar to his Plea or to the Form
of Law — But the Consequences arising from an unnecessary
detention of the Bills are not founded upon any forms of
Law but upon the real Injuries that may arise to the
parties interested by a change of circumstances in the —
Drawer or their Connections. whereby tho it might be easy
to recover the money upon their being relieved immediately
on their being refused payment it might became impossible
to do so after being kept any considerable length of time
and this reason arising not alone from Law but from
Equity and Reason and Common sense it is impossible any
Custom can do away — The Law indeed considers this detention
in all Cases as an Acquiescence of the Holder in taking the
Acceptor as a Security for the Bills and therefore allows it to be
a full discharge and acquittal of all the other Parties and

Reason

Reason indeed speaks the same Language for if returned
immediately the Remitter might apply to the Drawer
and the Drawer to the Acceptor and enforce the payment
of the Bills by such means as might be requisite
but by their not being returned and by their detention
by the Respondents this is altogether impossible and both
the Drawer and Acceptor are secured from any prosecution
and your Petitioner alone Subjected thereto — your
Petitioner further most humbly begs leave to represents
that your Petitioner did also state in his Petition of
Appeal as a fourth reason against the said Decree —
That it is evident from the Witnesses Examined both on the
part of the Complainants and your Petitioner that the Constit-
-ution of the Board of Masulipatam consisted of a Chief
and Council Jointly who were not competent to any seperate
Acts but that every Public act that could be binding 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 indevidually and therefore they ought
all to be Joined in any Suit brought by the Complainants

For

for any act by which they may conceive themselves injured - To which the Respondents reply that from the appearance of the Necessity of every act of any Number of the Board being the act of the Whole Board they do not admit that not either of the Chief and Council could became individually responsible to the Respondents for any act they might individually its to their Injury nor do they Admit that the Council ought to be Joined in a Suit brought for any Injury done them unless the Chief and Council had jointly done the Injury and that the Respondents having solely charged your Petitioner for a breach of Trust and Misconduct in Office they have rightly commenced the Suit against him solely and it would be improper to have brought it against your Petitioner and his Council jointly because they did not only not the Injury but had not the Power to do it because your Petitioner was sole Keeper of the Respondents Treasury and had the sole Authority to give Receipts for money paid thereunto That your Petitioner had not in the Proceedings or by Evidence exonerated himself of the Charges against him or shewn that the Council were

parties

Parties in the matter Complained of and that your Petitioner had admitted that the suit was well brought against your Petitioner alone by not shewing by name who his Council were or that they were of sufficient number to Entrust his acts as chief and that by Cross Examening the Members of Council your Petitioner did shew them to be good Evidence to the suit which cannot be if the were made parties thereto

To which objection your Petitioner begs leave to observe that if it appeared necessary by the Constitution of the Board at Masulipatam that the act of one should be the act of the Whole it must follow that if such Act be injurious it becomes an Injury done by the whole and Consequently if such Injury be actionable such Action must be brought against the whole your Petitioner admits that if they Respondents Charged him solely for any injury they had received of Course it followed that the suit should be brought against him solely but your Petitioner Humbly conceives that Nothing appears to make him Chargeable alone for altho he was the Keeper of the Respondents Cash and did alone sign the Receipts for money paid on their Account yet it is plain that such Cash was always under the Controul of the

other

other Members of Council to whom he was constantly obliged to give an account of all the Money issued or received on account of the Respondents and of the said sums with which he is charged it is evident that the two first for Fifteen thousand Pagodas were issued under the particular Sanction of the Council testified by their acceptance of the Two Bills of Exchange Marked A and B and their transmitting it on a Joint Letter under their respective Signatures to the President and Council at Fort Saint George and that one of them the Exchibit A. on being returned from Fort St. George aforesaid was again received and after mature deliberation remitted to the Respondents said Presidency to suppose that they could Join in this deliberate act and at the same time be ignorant of the Money for the Bills being issued is to suppose they acted as Council for the Respondents at Masulipatam and without knowing any thing of their affairs there and is as strong a proof of their Misfeasance and breach of Trust and of their occasioning the injury Complained or any that can be Adduced against your Petitioner — the other Bill for Forty three thousand Pagodas and upwards is equally proved

proved to have been received with the concurrence and knowledge of the Members of the Council as well as of your Petitioners Successor and there is not the Smallest proof that your Petitioner received a Single Pagoda of this amount The question is Simply whether he committed a Misfeasance in taking this Bill from the said Condraigula Juggernaut Row otherwise Juggapah and giving Credit to the several Renters under the Circumstances stated and there two facts appeared from the accounts given in by your Petitioner at the time he quitted the Chiefship and not being then objected to if the Respondents have been injured thereby such injury has arisen as much from the Misfeasance and neglect of the other Members of Council as of your Petitioner — It is therefore a most Gross misrepresentation in the Respondents to say that your Petitioner had not either in the Proceedings or by evidence Shewn that the Council were parties in the Matters complained of when it is so often repeated in both and in regard to the naming the Members of Council which the Respondents also state and your Petitioner not shewing that there was a Sufficient Member to controul him your Petitioner says that the Council being spoken of in the Bills of

Complaint

Complaint by the General Appellation of the Council and not by their respective names It was Sufficient in the subsequent Proceedings to speak of them by that description and as to the Number It is not natural for if but one is equally guilty of any Misfeasance or Breach of Trust whereby the Respondents have been injured they have mistated the parties that have injured and of course the Suit they have brought and this defect is not as the Respondents entimate caused by your Petitioner Examining the Council as Witnesses because it was not they that brought the Bill and of course selected the parties but the Respondents your Petitioner indeed might have excepted to their being examined as Witnesses perhaps but this was optional in your Petitioner and at least it was the most candid and honble part not to except to them - but this has nothing to do with the parties to the Suit but is to be Noticed at the hearing of the Cause for ites plain if A brings a Suit charging that B owes him a Sum of Money or has done an Injury by which he is damaged and it comes out in Evidence that is not B alone owes him the money or has done the injury but B and C Jointly It is plain that this Evidence will not support his Bill and therefore it must be dismissed so that your Petitioner Humbly conceives that the objections argued by the Respondents to his fourth reason against the said Decree are not sufficient to do away the same but the same remain in full force and is a full and Sufficient reason for urging the same your Petitioner most humbly begs leave to state that he did in the said Petition of appeal urge as a fifth reason against the said Decree "That the Chief by the Very nature of the Term can only signify a person united with others who are placed with him in a certain Situation and he cannot be supposed ever to act without and therefore the act of the Chief must be considered in Reason and in fact as the act of the whole who of course are jointly bound thereby" To which reason the Respondents reply that they have already answered this reason in their Answer to the foregoing and that your Petitioner thereby seeks not to exculpate himself but to criminate his Associates by insisting that if any thing has been done wrong It is not his act alone but the Act of the Board of Masulipatam Jointly that therefore they ought to be made parties to the Bill hoping thereby that they might be made liable under the Decree of the Court in

Consequence

consequence to bear an equal share and Burthen in the Satis=
=faction of it — on which your Petitioner most humbly begs
leave to observe that he conceives that this his fifth reason
is not in any manner answered by the Suggestions urged
by the Respondents in Reply to the fourth Reason — for its to be
observed that the Grounds and principles of these two Reasons
differ very essentially from each other the fourth Reason
is entirely on the long established usage and custom of the
Respondents service and the well known duties and trusts of
the several Boards of their Subordinate factories on the other
hand the fifth is founded upon the General Law of all Associa=
=tions and from the inmost nature and essence of an —
Association in itself to which as the Respondents having not
suggested any objections your Petitioner conceives he need not
say any thing to support nor indeed can it will be made
Clearly any mode of reasoning whatever it being of —
one of those intuitive Truths which carry with them their
own proofs and in regard to your Petitioner seeking not to
exculpate himself but to criminate others it has been
sufficiently shewn before as your Petitioner humbly
conceives that if others were chargeable with him they

ought

ought to have been Charged and tho he does not pretend to say that if any
thing wrong has been done the Crimination of others exculpates
himself yet 'tis a duty he owes himself to say and insist
that such upon the proceedings appears to be an insuperable
Bar to the Respondents was recovering in the present Suit and
that upon the very principle the Respondents have themselves
discovered because unless they are parties they cannot by any
device be made to bear any share or burthen in the satisfaction
of it which no doubt if they are chargeable they might —
and therefore your Petitioner humbly conceives that upon
this Ground the Decree is manifestly erroneous and ought to be
reversed. —

Your Petitioner humbly begs leave
to represent that he did as a Sixth Reason urge in his
said Petition and Appeal "that the union of the Chief and
"Council in other cases is 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 Predecessors possessed and it is —
"admitted and is in Proof that your Petitioner did not possess

of

„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." To which the Respondents reply that they have
not admitted the indispensable Union of the Chief and Council
in the Cases wherein they have held your Petitioner responsible
as Chief They also say that the Minute entered by your Pet.r
is fully proved to have been productive of greater Authority
than his Predecessors had — That he exercised such Authority
and abused it That if his Power had not been enlarged
but on the contrary had been even less than his Predecessors
had enjoyed he would still be responsible for Stepping
beyond his Authority to do any Act to the Respondents prejudice
as he has been decreed to have done and that without the
Possession and the full exercise thereof it would not have been
possible for him to have done the Injuries the Respondents
have complained of — on which your Petitioner begs leave
to remark that the Respondents no doubt do not admit
the union of the Chief and Council in the Cases wherein
they

they have charged the Chief alone such an Inconsistency would
be too glaring and must at once defeat the intention of
their Charge - but what your Petitioner means and which
he insists the Respondents cannot deny is that the Respondents
have in their Proceedings admitted the union of your
Petitioner and his Council in all the other acts of their
Government at Masulipatam and therefore it seems to
follow that they cannot well separate them in the present
and your Petitioner says that it is absurd in the Respondents
to pretend that it is fully proved that he had any other Power
or did exercise any other Power than all his Predecessors
had ever held or exercised there is certainly no such Proof
in any of the evidence produced by the Respondents and on the
contrary the Witnesses that are examined to this part of
the evidence all agree that all your Petitioners Predecessors
did take and remit all the Bills of Exchange that were
remitted to the Presidency exactly in the same Manner
that these Bills of Exchange were taken and remitted and
this is the Power which the Respondents so strenuously
contend was assumed by your Petitioner and on which alone
they now say the Injuries they have received have arisen

and

And throughout their Proceedings they repeatedly intimate that
your Petitioner assumed this Power with some indirect
Intention to benefit himself tho it is plain that all the Bills of
Exchange that were taken in consequence of your Petitioners
Minute were all punctually paid — That an interval of
Seven Months elapsed before any other Bills of Exchange
were taken and that these Bills that were remitted were
taken in consequence of an Order from the President in
Council to your Petitioner and his Council to make such
Remittances so that it was not sufficient for your Petitioner
to be influenced by indirect and improper Motives but he
Must have been indeed with the spirit of Prophecy
to have foreseen that this Order would arrive and —
Therefore your Petitioner humbly insists that it is in Proof
Your Petitioner did not Assume any other Authority than
he was by his Appointment invested with nor do any Acts
that were prejudicial to the Respondents by Virtue of any
such Power and as the Respondents have so much —
relied thereupon in the Charges of their Bill and made
it the principal Foundation of their Decree they have
obtained your Petitioner humbly insists that his sixth

Reason —

Reason is a full solid and substantial Objection to the Decree
And that the same is evidently founded in Error and ought to
therefore to be reversed — Your Petitioner further begs leave to
Represent that your Petitioner did in his said Petition and Appeal
also urge as a Seventh Reason Against the said Decree that
It appears from the Proceedings that the first Bill of Exchange
Mentioned therein and Marked with the Letter A for the
Sum of Fifteen Thousand Pagodas is in proof to have been taken
in the usual Manner that Bills of Exchange had always been
taken at the Chief ship of Masulipatam that the same were either
sent round in Circulation for the Inspection of the Council or laid
before them for their Approbation that they unanimously 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
To which the Respondents reply that the Bill of Exchange
in question was not taken in the same Manner as other
Bills had been taken — That on the Contrary the same were
taken in such a Manner as to make it incumbent on your
Petitioner to answer the circumstances Charged particularly
And not by a General Justification and as your Petitioner
supported the taking the said Bill of Exchange upon the
Ground of its being supported by his Council the Respondents

say

say that they did not know the Circumstances under which it Was taken — They refer to a Letter from the President in Council by which they say it appears probable that they would have a Lack of Pagodas in their Treasury at the end of March One thousand Seven hundred and Eighty Seven and also to a Letter from the Board of Revenue expressing their Surprize at the Large arrears of the said Condraigula Juggernaut Row otherwise Juggapah and also to a Minute of Mr Dobyn respecting an Investigation into the said Condraigula Juggernaut Rows otherwise Juggapahs affairs — That your Petitioner himself sanctioned the said Condraigula Juggernaut Row otherwise Juggapahs Credit and on the thirtieth of that Month delivered in an Account whereby the Ballance due from him was made much less than it Was represented to be by the Board of Revenue — That the suppression of this and the Charging Two years Meerashee markets fallacy and that in July following the said Condraigula Juggernaut Row otherwise Juggapah owed according to Mr Scotts Testimony upwards of Ninety Thousand Pagodas — That on the same day to wit the Thirtieth day of April one thousand Seven hundred and one and Eighty seven it Appears that Condraigula Juggernaut Row otherwise Juggapah settled an Account with your Petitioner whereby a Balance appears due to him of Seventy three Thousand Eight hundred and forty three Pagodas Thirty Eight fanams and eleven Cash after having paid Ninety one thousand Six hundred and thirty four Pagodas forty one fanams and thirty Seven Cash which they Particularize by stating the Amount of a Promissory note of the said Condraigula Juggernaut Row otherwise Juggapah for Thirty Three thousand eight hundred and fifty Six Pagodas given for the Purchase of certain New Consolidated Bonds of the Nabob — A further Sum of Six Thousand two hundred and forty four Pagodas and upwards for House expences adduced as a Proof of the said Condraigula Juggernaut Row otherwise Juggapah being your Petitioner head Dubash Thirty Thousand Pagodas for Bills given by Cashavadoss Twenty Thousand Pagodas for a Bill on Benares and four Thousand Six hundred and Twelve Pagodas thirty one fanams and Sixteen Cash for Sundries also a further Sum of Twenty Eight Thousand Pagodas not Mentioned in the account for another Bill from Gordadoss said to be paid for by the said Condraigula Juggernaut Row otherwise Juggapah — That the Sums of Thirty Thousand Twenty Thousand

Thousand and Twenty Eight Thousand were all received from Condraigula Juggernaut Row otherwise Juggapah from September one thousand Seven hundred and Eighty Six to April one thousand Seven hundred and Eighty Seven and the said Condraigula Juggernaut Row otherwise Juggapah did not pay the Respondent any part of his Arrears during that Space of time That further the said Jordados had Refused the said Condraigula Juggernaut Row otherwise Juggapah Credit for a Bill on Benares and that therefore his Credit must have been bad and that this was known to your Petitioner — That these transactions were all previous to the Directions of the Presidency to remit the Lack of Pagodas abovementioned and that your Petitioner Not informing his Council thereof it may be concluded that he intended to take some improper Advantage of the Remittance intended — and that he did not call upon the said Condraigula Juggernaut Row otherwise Juggapah for his arrears but that instead thereof that your Petitioner added to his Difficulties that instead of getting Bills from the Soucars your Petitioner procured them from Condraigula Juggernaut Row otherwise Juggapah tho he had Neither Credit or Money — That the Bill was not drawn by

by Condraigula Juggernaut Row otherwise Juggapah but by Baupiah in the Name of Culendy Vencataram Rauze without his authority so to do and that the Money was not paid to Condraigula Juggernaut Row otherwise Juggapah but Received by your Petitioner which being concealed from the Council Made the Circumstances of their being taken different from the Circumstances attending the taking other Bills of Exchange That after the Bill had been refused acceptance your Petitioner procured it to be returned under Conditions that were never fulfilled — on which long intricate and very extraneous Arguments which the Replants have thought proper to set up against your Petitioner Seventh Reason Your Petitioner begs leave to remark that notwithstanding any thing the Respondents may urge to the contrary the Bills of Exchange in question was taken and remitted in the same Manner precisely that other Bills had been taken by having been submitted to the Members of the Council in the Manner so often stated and so pointedly and directly proved — That the Circumstances which the Respondents charge to have attended its being taken your Petitioner insists to have been already particularly answered and proved to be very different in fact from what they are Represented

Represented to have been and he also insists that they are
Altogether extraneous and foreign to the objects and
prayer of the Bill of Complaint The Letter to the Board
at Masulipatam stating their Ideas at the Presidency
of the state of their Treasury there must in the first Place
be allowed to adduce nothing in Support of any Charge
in the Bill and is therefore as your Petitioner conceives
Altogether extraneous thereto — The Letter from the Board of
Revenue against the said Condraigula Juggernaut Row
otherwise Juggapah Arrears your Petitioner Conceives
has as Letter to do therewith It is shewn before that this
Letter was directed to your Petitioner and his Council
Jointly and thereof every thing that may be adduced from
it applies as much to every Member of Council as it does
to your Petitioner and must have impressed them with
as just a Notion of the Credit of the said Condraigula
Juggernaut Row otherwise Juggapah — That the
Minute of Mr. Dobyn respecting an investigation into
his affairs implies also that he doubted much his
Sufficiency and therefore involved him in the Misfeasance
if there was a misfeasance in taking his Bills and it
Cannot be pretended that he considered those Bills as a

Payment

Payment in part of his Arrears as it must appear from the
Notes sent round previous to the Bill being returned that the
Cash was upon its being accepted to be issued from the Treasury
to its full amount that the account given in by the said Condraigu-
la Juggernaut Row otherwise Juggapah of the Ballance due
by them to the Respondents Appear to have only passed thro his
hands as Chief and as such it was his Duty to give it into
the Board — The allowing a longer terme for the Payment of
Some of the Kists is explained in the Proceedings and the
Charges of the Marashees is what he always claimed and does
Still Claim and therefore it Appeared to be a fair Statement
According to his own Ideas of the Account — and if he has
Reduced the Ballance lower than it should be Mr. Scott appears
to have raised it as much higher for instead of Ninety
Thousand Pagodas it is plain from the examination of the
Respondents Accountant Business it is to know exactly and
Who Swears he does know exactly that by the Respondents
Statement it only amounted to Thirty seven thousand in
Which is not included the Marashees which would reduce
it to Seventeen thousand Pagodas so that the Difference is
far from being so grant as the Respondents wish to intimate
That the whole matter of his Accounts your Petitioner most

humbly

humbly beg leave to insert is totally out of the question and a
Most invidious insenuation of a Criminality in your Petitioner
Without the Smallest proof on the Contrary in opposition to the
Most pointed direct and positive Proof that could be adduced
and on which your Petitioner begs leave to appeal as a full
Answer to the uncertain Vague and confused Reasoning of the
Respondents that the inference of the said Condraigula Jugger-
=naut Row otherwise Juggapah being in your Petitioner
Confidence because he advanced Money for his House &
Expences is too trivial an argument to require Reply and as
to the Sums omitted in the Account every circumstance
relating to these has been already fully explained in
your Petitioners answer and is proof that an honest
and fair Consideration was given by your Petitioner for
the same —— That in regard to Gordadoo opinion
of Condraigula Juggernaut Row otherwise Juggapahs
Credit it is absurd to suppose that its Communication could
have any Weight with the Members of Council and
therefore ridiculous to Charge his not doeing it a
Misfeasance in your Petitioner where they must have
so many other and better Opportunities of enquiring into
his Circumstances That is Circumstances were impove-
=rished

impoverished before the Directions for a Remittance were
Received if such is the fact it must have been concealed or
might have been known to the other Members of Council
as much as to your Petitioner humbly insists indeed much
more so from their much longer Residence that the
Calling upon Condraigula Juggernaut Row otherwise Juggapah
for Payments was as much the Duty of your Petitioners Councils
as of himself That is in proof that he paid one Hundred
and Twenty Nine thousand Pagodas to the Respondents
during your Petitioner Chiefship and that this was a
greater Sum than any of his Predecessors had paid within
the same Period — that the Bill being given by Baupiah
in the name of Culdundy Vencataram Rauze without any
Authority so to do is not a Matter of any Consequence they
according to the Respondents own Statement because they
say Condraigula Juggernaut Row otherwise Juggapah
Was in fact to pay it besides that it is a well known Custom
in India for Vakeels and Confidential Servants of the Natives
in India frequently so to do And it does not appear that
the said Culdendy Vencataram Roze objected thereto after
it was known that the Bill was drawn but on the Contrary
the Bill upon being returned immediately accepted and in
Regards to the Money not being paid to Condraigula Juggernaut
Row

Ron otherwise Juggapah your Petitioner absolutely denies the fact to be so and insists that it was paid to Coidrangula Juggernaut Ron otherwise Juggapah and it is not to the purpose to enquire what use he made of it and as to the last assertion that your Petitioner procured the Bill to be Returned upon Conditions that were never fulfilled it is not true because the Condition of its being accepted Certainly Was fulfilled and is admitted by the Respondent own Witnesses — so that your Petitioner humbly insists that this his seventh stands equally unrefuted with others and is a sufficient proof that the said Decree is erroneous and that it ought to be reversed — your Petitioner further Most humbly begs leave to state that your Petitioner did also in his said Petition of Appeal adduce as an eighth Reason against the said Decree that it is positively Sworn by the person on whom the said Bill was drawn namely Vancapah that he did pay in part thereof the Sum of Five thousand five hundred Pagodas to Arnachellum the Shroff or Native Cash Keeper of the Respondents and it appears in evidence that the same is corroborated by other Testimony and your Petitioner most humbly Sheweth that the Respondents in objections thereto did in and by their said Answer oppose the Testimony of Charles Nicholas White then Secretary to prove a Negative and thereby shew that the said Vancapah was ignorant of his own act and deed which your Petitioner most humbly presumes is inconsistent and absurd — and your Petitioner most humbly sheweth that the Respondents in and by their said Answer did attempt to obviate the reason offered by your Petitioner in and by his said Petition of Appeal as his ninth reason for shewing the injustice of the said decree of the said Mayors Court and his Cause of Appeal therefrom but your Petitioner most humbly presumes that he has already produced sufficient proofs at once to support his said reason and defeat such the Attempts of the Respondents which your Petitioner further Most humbly presumes are fallacious and Negatory —

And your Petitioner most humbly Sheweth that the Respondents in and by their said Answer did adduce a variety of Arguments to disprove the matters and things contained in the tenth Reason for appeal from the Decree of the said Mayors Court relative to the Bill exhibit C. whereupon your Petitioner most humbly sheweth that he has hereinbefore stated that the said Bill C. was

taken

taken from necessary as the circumstances of the case required and further your Petitioner Sheweth it is in evidence that the said Condraigula Juggernaut Row otherwise Juggapah did receive from the Zemendars and Renters certain Sums of Money on account of there Rents and Revenues and that he had a right to receive rents and Revenues by the usage and custom of the Service and further that he did not pay the Amount so received into the Respondents Treasury It also appears that the said Condraigula Juggernaut Row otherwise Juggapah having so received such Rents and Revenues the Zemindars could not be again called upon It also appears that the said Zemindars having paid Money on account of their Rents were entitled to Receipts and that it was the duty of your Petitioner to grant such Receipts and they are proved to have been granted accordingly and that in consideration of the Premises as aforesaid the said Bill exhibit C was taken from the said Condraigula Juggernaut Row otherwise Juggapah which Was afterwards Accepted and by which means the Respondents obtained a double instead of a single Security for the Amount of the said Bill received by the said Condraigula Juggernaut Row otherwise Juggapah from the said Zemendars

as aforesaid and which Amount was not therefore as the Respondents have insinuated paid out of their Treasury although Receipts were granted as for so much money having been Received and which appears in Evidence was in conformity to the Rules of the Respondents Service and thereupon your Petr. Most humbly sheweth that the Assertion of the Respondents that the whole or any part of the Amount of the said Bill C having come into your Petitioners Possession either directly or indirectly is without foundation in truth and contrary to evidence and further thereupon your Petitioner most humbly Sheweth that the conduct of your Petitioner in the premisses so far from desiring the stegma which the Respondents have attempted to affix thereon must appear to be Meritorious and evence a faithful discharge of his duty to the Respondents, —

And your Petitioner most humbly Sheweth that the Respondents did in and by their said Answer several Sheets with remarks upon the eleventh Reason offered by your Petitioner as cause of appeal from the said decree of the said Mayors Court and yet did not shew a Single proof in opposition thereto but have left the matter

in

in your Petitioners said Eleventh Reason contained uncontro=
=verted. —

And your Petitioner most Humbly
Sheweth that the Respondents did in and their said Answer
Set forth a Variety of Matters and things that were either
impertinent or irrelevent and insest upon facts that were
contrary to evidence and state evidence that was contrary
to the fact and did enter into a length of argument upon
the probability of circumstances and frequently endeavour
to form an unjust and unfair prejudice against the Character
And Reputation of your Petitioner and against the Merits
of his cause. —

And your Petitioner most Humbly
Sheweth that upon such proceedings had the said same
did came on to be argued before the said Court of Appeals on
the Twenty Seath day of November in the present Year of
Our Lord one thousand Seven hundred and Ninety one when
the said Court was pleased to order and after in and did
accordingly order and after the Decree of the said Mayors
Court and to order that your Petitioner said petition of appeal
should be dismissed with Costs. as by a reference to a Copy
of

Copy of the said Order hereunto annexed for the inspection of
Your most excellent Majesty in council to which said order
Your Petitioner most humbly begs leave to refer and prays that
the same together with the said Petition of appeal may be
taken and received as part of this his petition and Appeal
May more fully and at large Appear. —

By Which said Decree of the
said Mayors Court and the said Order of the said Court of Appeals
Your Petitioner does conceive himself most greatly aggrieved
and does therefore Appeal therefrom to your most
Excellent Majesty in Council for the following
amongst other Reasons. —

First Because the said Court of Appeals did affirm the
said Decree of the said Mayors Court upon the same
principles as the said Decree had been given against
your Petitioner and thereby and by reason thereof gave
their Judgement contrary to equity and to the Law for your
Petitioner most humbly Sheweth that where a Compleint
exhibit Charges upon Bill of Compleint and where the
same are denied by the Answer of a Defendant he is to
establish such his Charges by a Cours of unprejudiced —

embiassed

embraced and disenterested Witnesses — and your Petitioner
Most humbly Sheweth that the Respondents did in and by
their Bill of Complaint exhibited in the said Mayors Court set forth
a variety of Charges against your petitioner which your Petr
in and by his said Answer filed thereto in the said Mayors
Court did positively deny and your Petitioner most humbly
Sheweth that the Respondents instead of establishing as
aforesaid their said several Charges did examine their own
Servants many of whom appear in and by the course of the
Pleadings had in the said Mayors Court and in the course
of their evidence therein to be prejudiced from Circumstances
from Apprehension and interested in the event of
the Cause and who could only be relieved from their fears of
the most disagreeable consequences by Judgement going
against your Petitioner — and your Petitioner further most
humbly Sheweth that even such Witnesses do not support
the Charges in the Respondents said Bill contained but on
the contrary do in many and the most important instances
destroy the same and are so insufficient and uncertain as to
others deposing from hearsay matter of conception opinion
and belief without Assigning Good and Sufficient Reasons
for such their belief and are so replete with evasion in some
points

points and so glaringly contradictory in others that your
Petitioner most humbly presumes their Testimony cannot be
considered of any weight whatever that no reliance ought
to have been placed thereon and that upon the whole as they
donot attempt to speak directly to the matters upon which
they where interrogated in any one particular that goes to the
gist of the Suit that the said Court of Appeals had no foundation
whatever whereupon to affirm the said Decree of the said
Mayors Court and that therefore the Judgement of the said
Court of Appeals is erroneous and contrary to Law and the
More particularly so as your Petitioner has drawn
from the Witnesses examined from his part such facts
as confirms and establishes the most important parts of the defence set up by your Petitioner against
the said Action of the Respondents and in confutation of
the said Charges in and by their Bill of Complaint set forth —

Secondly Because it is evident from the Testimony of the
Witnesses examined both on the part of the Respondents and on
the part of your Petitioners that the constitution of Masulipatam
Regarded a Chief and Council Jointly who were not of competency
to any Separate act but that every public Act that could be
binding on the part of the Respondents was to be performed
by the Chief and Council in their collective Capacity and consequently
they

they were Jointly Responsible to the Respondents and not either of them individually and therefore they ought all to be Joined in any Suit brought by the Respondents for any act for which they might conceive themselves aggrieved but the Respondents instead of doing so have held your Petitioner alone responsible and have examined Witnesses Against him in support of the Charges in their said Bill contained those who should have been parties thereto and on as much as the said Court of Appeals did not suffer the premises so before them to have weight in their decision but did give Judgement in opposition thereto your Petitioner most humbly Submits to your most Excellent Majesty in Council that the said Judgement of the said Court of Appeals is Erroneous and contrary to Law —

Thirdly — Because the said Court of Appeals did in confirming the said Decree of the said Mayors Court give their Judgement upon a Matter in Issue contrary to the Custom of Merchants and consequently contrary to the Law of the Land in as much as the Laws of Merchants are held to be and regarded as a part thereof for your Petitioner most humbly Sheweth that it is admitted by the Respondents that the

the three Bills of Exchange A B and C were never protested for non payment although after having been Accepted by the Drawers thereof payment was refused and although it appears in Evidence that upon a former occasion and which it is fair to conclude was the only occasion that Required it the Respondents did protest a Bill of Exchange for non Payment and your Petitioner most humbly presumes that if the Respondents had not judged upon experience and Necessity they would not have caused the said protest to have been made and further that what was necessary in one instance became Necessary in another of a Similar Nature and thereupon your Petitioner most humbly Sheweth as the Respondents did not protest the said Bills for Non payment but detained the same in their possession for a considerable time after acceptance and subsequently after a refusal of payment thereof they did according to the Laws of Merchants take the responsebelity upon themselves and entirely relieve the Drawers therefrom having their only recourse upon the Acceptors of the said Bill and your Petitioner most humbly Sheweth that the said Court of Appeals did not take the premises into due Consideration nor allow the same to have any weight in their

their decision but did give their Judgement as aforesaid diama-
-trically opposite thereunto and thereupon your Petitioner doth
humbly Submit to your most Excellent Majesty in Council
that the said Judgement of the said Mayors Court is
erroneous and contrary to the Law of the Land. —

Fourthly, Because it appears in Evidence by the depositions of
Vancapah Examined on the part of the Respondents that one of
the said Bills in Exhibit A was in part discharged and
that he the said Vancapah himself as the Acceptor thereof
did pay unto the Respondents Shroff or Native Cash keeper
the Sum of five thousand and five hundred Pagodas and
did shew by a circumstantial detail of facts his
Sunds for paying the same and which is corroborated
by the depositions of Jah Tomby also examined on the
part of the Respondents yet the said Court of Appeals
did not take any Notice thereof but did suffer the
Negative Assertion of Charles Nicholas White their
Secretary to operate against and do away the positive
Assertion of the said Vancapah to his own Act and
deed whereupon your Petitioner most humbly presumes
that the said Court of Appeals in this rejecting the
evidence

evidence of the said Vancapah and the corroborating Testimony
of the said Jah Tomby and not admitting the same to have
any force in their decision that their said Judgement is
Erroneous and contrary to Law. —

Fifthly Because it appears in Evidence that the Bill of
Exchange in Exhibit C was taken by your Petitioner with the
Most Honorable Views and as the best means in his power
to benefit the Respondents for that Condraigula Juggernaut
Row otherwise Juggapah had received the Amount thereof
from the Respondents Zemindars by receiving a part of
their Rents due to the Respondents in his office of Interpreter
under which it has been shewn in evidence that he
Was Authorized according to the Rules and Custom of the
Service to receive the Rents of Zemindars and not having
paid the same unto the Respondents Treasury and not having
~~paid the same unto the Respondents Treasury and not having~~
Cash sufficient so to do when called upon for that purpose
And as it further Appears in Evidence that the Zemindars
having once paid their Rents to the said Condraigula Jugger-
-naut Row otherwise Juggapah could not be again called
upon on account thereof your Petitioner did conceive it both
expedient necessary and safe to take the said Bill C. and at
the

the same time your Petitioner did issue receipts to the Zemindars for the monies they had paid to the said Condraigula Juggernaut Row otherwise Juggapah as aforesaid as it also appears in evidence it was his duty to do. —

Sixthly Because your Petitioner most humbly Sheweth that it appears in Evidence that on making Remittances he did adopt the same mode as pursued by his Predecessors in Office and it further Appears in evidence that the said Bills when taken were sometimes laid before the Council and sometimes not that 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 the information of each Member of Council and that all the Bills remitted to the Respondents presidency during your Petitioners Chiefship were so remitted with the unanimous Consent of all the Members of Council that the Monthly Accounts of Receipts and Issues of Cash in which the Amount of the said Bills were entered were sometimes laid before the Members of Council and Sometimes sent round for their inspection and that it was their duty to examine such Accounts and to point out any

Error

Error or Omission and it further Appears in Evidence that such Accounts being passed by Council and Approved of by them rendered it a joint act and your Petitioner most humbly presumes that such facts do defeat the Charges relative to remittances in the Respondents said Bill of Complaint — contained and ought to have had due weight with the said Court of appeals and were of themselves sufficient grounds for reversing the said Decree of the said Mayors Court and that the said Court of appeals in rejecting such evidence did give their Judgement in affirming the said Decree of the said Mayors Court contrary to the course of your Majesty's Courts and contrary to Law —

Lastly Because it appears in Evidence that the Sum of Nine thousand and Six Hundred Pagodas had been withheld by the said Condraigula Juggernaut Row otherwise Juggapah out of the Rents and Revenues of Juggapelly Rauze one of the Zemindars under the Respondents and your Petitioner has hereinbefore shewn that the said Condraigula Juggernaut Row otherwise Juggapah was in the habits of receiving the Rents and Revenues of the Respondents and that he was authorized so to do by the Rules and Customs

of

of the Respondents Service and further that the Respondents have not brought home the said Sum of Nine thousand and Six hundred Pagodas to your Petitioner either directly or indirectly on the contrary they admit that the same was as aforesaid with held by the said Condraigula Juggernaut Row otherwise Juggapah all that they have attempted to Shew on the Subject is by reasoning upon probability and conjecture and therefore Your Petitioner most humbly presumes that the said Court of Appeals in affirming the Decree of the said Mayors Court have given their Judgement contrary to Law.—

For all which Reasons

and such others as may be adduced at the hearing hereof your Petitioner humbly prays That your Most Excellent Majesty in Council will vouchsafe to Reverse the said Decree of the said Mayors Court and the said Order of the said Court of Appeal thereon with Costs and such further and other general Relief as to Your Most Excellent Majesty in Council may seem meet.—

Peter Walker
[Signed] James L. Hall
John Hamilton
} Ld Pl. Appls

Court of Appeals
at
Madraspatnam

} Saturday the 26th day of November
Anno Domini 1791.

Between Charles Floyer Esqr a Senior Merchant in the Service of the Honble the United Company of Merchants of England Trading to the East Indies Appellants and the said Honble 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 Dependancies and John Holland James Henry Casamajor and Robert Saunsell Esqrs Members of their Council of Fort St. George Respondents.—

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petition of appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 19th day of April

April Anno Domini 1791 upon due Consideration had of the Matters therein severally contained and of the Pleadings and Arguments used by the Attornies on both sides. This Court doth think fit to Order and Decree and doth accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand affirmed and that the Appellants Petition be hence dismissed with costs.—

Hear /Signed/ Chas. A White Clk.

a true Copy

Peter Walker

/Signed/ James S Hall

John Hamilton

Sol.r for Appell.t

Saturday 3d December 1791.

Present

Sir Charles Oakeley Baronet

William Petrie and John Hudleston,

To the Honble Sir Archibald Campbell Knt.

Governor in Council of

Fort Saint George,

In the Honble the Court of Appeals at Madraspatnam

In the Matter of the Petition of Manapaukam Shunmogaroy Moodeliar in the Cause Sadras Paramasiva Moodeliar of Madras Inhabitant Complainant and Teerovercaudoo Ramalinga Moodeliar Administrator of all and Singular the Goods Chattles Rights Credits and Effects of Maleyembaucham Mooliah Moodeliar Deceased Defendant.—

The humble Petition and Appeal of the abovenamed Petitioner,—

Sheweth

That the said Complainant did some time

time in the Month of May in the year of Our Lord One thousand
Seven hundred and Eighty Six Exhibit and file his Bill of
Complaint in the Honble the Mayors Court Against the said
Defendant to deliver up possession of a certain House and
Ground Situate lying and being at Peddah Naicks Pettah
in Sharla Street between the House of Amerambadoo Candapah
Moodelly and the said Terroovercandoo Ramalinga Moodeliar
and the said Defendant having by his Attorney appeared
thereunto and the usual Rules having issued for him to
Answer the Complainants Bill which he neglected to do the
said Honble they Mayors Court were pleased on the thirteenth
Day of June in the said year to pass a Decree in favor of the
Complainant ordering and Decreeing that the Defendant
should deliver up unto the Complainant the said House and
Ground together with the Premisses thereunto belonging and
the term of Fourteen Days allowed by his Majestys Charter
having elapsed without the said Defendant satisfying the
said Decree of the said Honble Court or Appealing therefrom
the said Honble Court was pleased on the Twenty Seventh
day of the said Month of June to Grant Award and Issue
a Writ of Execution against the said Defendant directed
to the Sheriff of Fort Saint George Town of Madraspatam and
the

Filed in my office
the 25th November 1788
Chas N Whitehill

the Districts thereof requiring and Commanding him the said
Sheriff to Seize upon and deliver Possession of the said House and
Ground and the Premisses thereunto belonging into the said
Complainants by Vertue of which said Writ of Execution he the
said Sheriff did Seize upon the House and Ground aforesaid
which was in fact the Property of your Petitioner whereupon
Your Petitioner did file a Petition in the said Honble
the Mayors Court to restrain the Sheriff from proceeding under
the said Writ of Execution in which said Petition your Pet.r
did state that your Petitioners father one Ramaapaupham
Velayda Moodeliar was in his lifetime and at the time of his
Death possessed of Certain Lands and Tenements and other
Property to a considerable amount among which the
Premisses in question were a part That the said Vellayada
Moodeliar some time in the Year One thousand Seven hundred
and eighty two Died Intestate leaving two Sons (to wit)
Manaupaupham Mootiah Moodeliar and Manaupaupham
Shunmogaroy Moodeliar your Petitioner that after the death
of the said Manaupaupham Vallayada Moodeliar your Pet.r
had the Sole and entire Management of his said estate that
he your Petitioner was in the Management of the said estate
That by your Petitioner receiving the untill six Months

of

or thereabouts after the Death of your Petitioners said Father Manaupauthum Vallayadah Moodeliar that the said Mootah Moodeliar applied to your Petitioner to deliver up to him possession of the said Estate giving as a Reason that he had a Right to keep Possession of the Estate which your Petitioner refused and in consequence thereof he made a Complaint to a creditable person in your Petitioners Cast who sent for your Petitioner and upon your Petitioners declaring to him the said Mootiah Moodeliars Intentions of Squandering the Estate the said Person thereupon advised your Petitioner and the said Mootiah Moodeliar as a means most eligible to put a Stop to all disputes to Chuse two Persons as Mediators and to devide the Family Estate and that in the Interim your Petitioner as well as the said Mootiah Moodeliar should deposit all such parts of the estate as were in their Hands in a Room inorder that the Mediators might devide the same which the parties accordingly agreed to, and your Petitioner did further state that the Bill of Sale of the Premises in question was in the Hands of a man named Manambadoo Moodoo Moodeliar Who obtained it as follows that is to say That your Petitioners Elder Brother one Soobaroy Moodeliar was some time employed by Mr. Firth the then Import Warehouse Keeper

&

and your Petitioners said Brother had the management of the Import Warehouse that a little after he was employed as aforesaid your Petitioners said Brother died and the said Manambadoo Moodoo Moodeliar afterwards succeeded your Petitioners said Brother in the Station of a Peon Coply to the Import Warehouse that in the same Year after the Succession of the said Manambadoo Moodoo Moodeliar a defficiency of about Six thousand Pagodas appeared in the Honble Companys Books which was imposed upon your Petitioners Father the said Manaupauthum Vellayada Moodeliar to make good That your Petitioners said father agreed to pay the said Sum of Six thousand Pagodas and until the same was fully paid and discharged he your Petitioners father of his own will and accord deposited some Valuable Papers among Which was the Bill of Sale of the House now in question in the Hands of the said Manambadoo Moodoo Moodeliar and your Petitioners said father immediately after paid to the said Manambadoo Moodoo Moodeliar the Sum of Five thousand and five hundred Pagodas and only the Sum of Five hundred Pagodas remained due or unpaid when your Petitioners said father departed this Life That your Petr. did further state that after the Death of his said Father he

he offered to pay the said Manambadoo Moodoo Moodeliar the Balance due to him being Pagodas five hundred which he refused to accept unless your Petitioner would pay him the accruing Interest on the said Sum amounting to near the Sum of Pagodas Three hundred and fifty which your Petitioner refused to do as uncustomary and unprecedented Several of Your Petitioners friends seeing the impropriety of the Demand of the said Manambadoo Moodoo Moodilyar went to the Chief of the Import Warehouse and were about obtaining the said Bill of Sale upon payment of the Balance only being Pagodas five hundred when your Petitioners said Brother by the Advice did and assistance of the now Defendant in a Colusive manner went to the before said Manambadoo Moodoo Moodeliar and paid him the Balance and received the said Bill of Sale and Made out a Colusive Mortgage in the Name of the now Defendant with a View of wronging your Petitioner of his Share in the said House and Premises and your Petr did further state that some time after the granting the aforesaid Colusive Mortgage the said Mootiah Moodeliar departed this Life Intestate and the said Defendant some time after caused Letters of Administration to be procured

Procured to the Estate of the said Mootiah Moodeliar in the Defendants name as a Bond Creditor to the Deceased which Was accordingly granted That by Vertue and in pursuance of the said Letters of Administration to the said Defendant he the said Defendant did on the fourteenth day of December One thousand Seven hundred and Eighty five cause an Advertizement to be affixed at the Door of the House now in Question Advertizing that the House was to be sold on the Twenty first day of the said Month that your Petitioner immediately after applied to an Attorney at Law and caused a Protest to be served on the Defendant but the said Defendant regardless of the said Protest did on the day appointed in the said Advertizement cause Sale to be made of the said House and Premises and it was Sold to the Non Complainant who brought his Bill to obtain possession thereof that the said Defendant the more to injure your Petitioner and to carry his evil Designs into execution caused the Complainant to Sue him the Defendant as administrator of Mootiah Moodelly upon and by Vertue of an Agreement granted by the Defendant to the Complainant for delivery of Possession of the House and

premises

Premisses now in question and your Petitioner did further
State that the whole Transaction was unfair collusive and
fraudulent contrary to the Custom of the Cast to which your
petitioner and his Brother belongs and calculated solely to
defraud your petitioner of his right because admitting that
your Petitioners father died much in Debt which was not
the Case yet no Mortgage of any part of his estate could
take place even to pay Debts without the joint Consent of his
two Sons your Petitioner and the said Mootiah Moodeliar and
that therefore the pretended Mortgage made by the said
Mootiah Moodeliar was defective because made without
the Consent of your Petitioner and further that the said
Ramalinga Moodeliar did not acquire any additional
or better right by being Administrator to the said Mootiah
Moodeliar for what never was a Property in him never
could be Property in his Administrator and that therefore
he had not any right to sell and dispose of the Premisses
in question as they had not been the property of the said
Mootiah Moodeliar in his life time they were a part of the
Estate of Vellayada Moodeliar Deceased and your Petitioner
had an undoubted right to one half part as a Son of the said deceased and your Petr.
did therefore pray that under the above Circumstances the said

Writ

Writ of Execution might be superseded so far as related
to the delivery of the said House and Ground to the Complainant
and that your Petitioner might have quiet and peaceable
Possession thereof your Petitioner further prays leave to
state to this Honble Court that on the Sixteenth day of October
in the said Year of Our Lord one thousand Seven hundred
and Eighty Six the said Sadras Paramasava Moodeliar
the Complainant in the above Cause did file his Answer
to the said Petition in which he made use of every
Insinuation and Suggestion to do away the facts stated
in your Petitioners Petition and to prove that the said
Mootiah Moodeliar was the Manager of his Fathers
Estate and not your Petitioner that he Mortgaged the Bill
of Sale of the Premisses in question to pay off his said
Fathers Debts that it was a real good Security in the
hands of the said Ramalinga Moodeliar who lent the Sum
of Two thousand and Seven hundred Pagodas on a
Mortgage of it and that therefore the Sale of the same
to him the said Sadras Paramasava Moodeliar and the
Agreement given by the said Ramalinga Moodeliar was
a fair and legal Sale and Agreement and he bought

to

to have Lofficon as a bona fide Purchaser for a Valuable Consideration and further that the Consent of your Petitioner was not necessary in order to effect a good Mortgage of the premisses in Question your petitioner further prays leave to Shew that Issue having joined on the said petition and Answer several Witnesses were examined on both sides and your Petitioner did fully prove and entirely support every part of his said petition he proved that he Was the Manager of his fathers estate he proved that his father did not die in debts on the contrary that he left a considerable property behind him That Mootiah Moodeliar had in fact received more Money than was Necessary to defray the funeral Ceremonies of his father and any other trifling demands which there Might have been and that therefore the Money borrowed by him from the said Ramalinga Moodeliar was not nor could not have been to pay his fathers Debts but to contribute to his own extravagance that According to the Custom of the Cast the Estate should have been devided and that no Mortgage by the said Mootiah Moodeliar of the paternal estate was good unless the Consent of your Petitioner was

Obtained

obtained. he further proved that when some other part of the paternal estate had been Sold that the said Mooliah and that he never did acquiesce in the Mortgage of the said premises in question or to the subsequent sale Moodely did ask his Consent previous to such Sale of the same to the Complainant and did fully refute and set aside several unwarrantable Assertions of the said Complainant in his said Answer and produced a body of full clear unequivocal evidence to corroborate every part of his said Petition and your Petitioner further Sheweth that the Witnesses on the part of the Respondent did not support the Answer in some of its most material points for the Respondent in his said Answer asserted that your Petitioner had promised to pay off the Debts stated to be due by his Father at his Death whereas one of his Witnesses Chellapa Moodelly says he does not know that your Petitioner did ever Acknowledge that the said Debt was due of course your Petitioner could not have promised to pay a Debt the truth of which he doubted in like manner the Respondent says that your Petitioner read over the Accounts between his deceased Brother Mootiah Moodelly and the said Ramalinga Moodeliar to a person of the Name of Tirnanum Arnachellum and declared them to be just but the

the Deposition of the said Termanuin Arnachellem docent
Support the said Assertion in any Respect and in several
other points the evidence on the part of the said Respondent is
uncertain vague and contradictory your Petitioner further
prays leave to Shew that publication having passed on
the above proceedings the said Matter was set down
for hearing and did come on to be heard and was heard on
Saturday the Eighth day of November this present year
when the said Honble the Mayors Court were pleased to order
and did accordingly Order that your Petitioners said petition
be dismissed with Costs as by a Copy of the said Order hereunto
annexed will more fully appear by which said Order —
your Petitioner conceives himself highly aggrieved and
does therefore appeal from the same for the following among other
Reasons. —

First ..... Because as it does not in any manner appear
that Mootiah Moodeliar ever had a right to any more
than one half of the Premises in question so the —
Mortgage granted by him of the whole must be considered
as unjust and invalid. —

Second Because no greater or other estate was given
to

to Ramalinga Moodeliar the Administrator of Mootiah Moode-
liar than what was possessed by the deceased in his life
time and that therefore if the Deceased could not have Sold
or Mortgaged the Premises in his lifetime neither could his
Administrator after his Deceased. —

Third, Because it being admitted that the Premises in question
were the property of Vellayda Moodeliar deceased it was
incumbent on Mootiah Moodeliar to have fully proved that
his said father had died in Debt which he hath not
done and that he mortgaged the said Premises to pay
those Debts and for no other purpose before he granted
or executed any Mortgage. —

Fourth, Because it being proved that according to the
Custom of the Cast to which your Petitioner and the said
Mootiah Moodeliar belong no Mortgage of any
paternal Estate can be made even to pay the Debts
of the deceased by one Son without the Consent of the
others that therefore the Mortgage made by —
Mootiah Moodeliar without the Knowledge
privity

Privity or consent of his Brother the Petitioner cannot be considered as legal and this is not only consistent with such Custom but with Reason otherwise any Son Managing the Concerns and estate of his deceased father might take up and borrow large Sums of Money under the Pretext of paying his fathers Debts to the ruin and Detriment of the other Sons —

Fifth, Because Ramalinga Moodeliar having as an Administrator Suffered a Judgement to go against him by Defaults affords your Pet[r] very reasonable Grounds to suspect the whole of the Transaction to be Collusive and unfair and as such not deserving of any Countenance in a Court of Justice —

For all which Reasons and for such others as may be Adduced at the Hearing of this Cause your Petitioner humbly prays that the said Order of the said Hon[ble] the Mayors Court so made as aforesaid be set aside that the said Writ of Execution be superseded as far as relates as to the Delivery of Possession of the whole of the said House & Ground to the Complainants in the said Cause and that your Petitioner be restored to the quiet and peaceable Possession of the same and that this Hon[ble] Court will be pleased to grant such other and further Relief as in their Judgement they shall think fit with all the Costs of this Petition. —

/Signed/ Dullin Spencer
Solicitor Appt.

Extract

Extract from the Minutes of a Court Held at the Town Hall on Saturday the 8th day of Novr. Anno Domini 1788.—

Present

Edward Garrow Esqr. Mayor.

James Call George Savage,

Vincendo Corbett & Andrew Ross

Aldermen,

Sadrass Paramaseva Moodeliar

Vers

Terrivercaud Ramalinga Moodeliar

Petition of Manapaukum Shunmogaroy Moodeliar With copies of a Bill of Sale and Protest annexed Read. —

Answer with copies of Several Exhibits Marked A.B.C. D.E. E and G annexed Read. —

Interrogatories on the part and behalf of the Petitioner Read —

Nine Depositions taken thereunto Read. The Witnesses N° 3.4.6.7. did not appear for Examination. —

Interrogatories on the part and behalf of the Respondent with Exhibits marked A a. B b C c. D d. G g. & H annexed Read —

Twelve Depositions taken thereunto Read the Witnesses N° 2.3.8.12. did not appear for examination —

The Matter in dispute between the Petitioner Manapaukum Shunmogaroy Moodeliar and the Respondent Sadras Paramaseva Moodeliar coming on to be Argued and determined this Day in the Presence of the Attornies on both Sides and the Court having had due Consideration thereon doth think fit to Order and doth accordingly

According Order that the Petitioners Petition do Stand
Dismissed with Costs.—

A true Extract

/Signed/ George Taylor
Deputy Regr.

A true Copy

/Signed/ Pullin Spencer
atty Petr.

In

In the Hon^ble the Court of Appeals at Madraspatnam

In the Matters of the Petition of mana-
pauchum Thurmogroy moodeliar on
the Cause of Sadras Paramasewa moodeliar in-
of Madras Inhabitant Complainant
and Tiroovurcandoo Ramalinga moodeliar
of the same Place Inhabitant adminis-
trator of all and Singular the Goods
Chattles Rights Credits Estate and
Effects of maleyempauchum mottiah
moodeliar Deceased Defendant

The answer of the said Respondent to the Petition and
appeal of the said manapauchum thurmogroy Moodeliar —

This Respondent in Answer to the
Petition and appeal of the above named appellant or unto so
much thereof as this Respondent conceives to be necessary for
him to make answer unto answereth and saith it is true that
this Respondent the abovenamed Complainant did some time
in the year of Christ one thousand seven hundred and Eighty six
Exhibit and file his Bill of Complaint in the Hon^ble the
Mayors Court against the abovenamed Defendant to deliver up
Possession of a Certain House and Ground Situated lying and
being at Peddanaiks Pettah in Chala Street between the
House

Filed in my Office
the 26.th January 1789
Chas. H. Whitehill

House of annarumbadoo Condapah Moodelliar and the House of the said Defendant and this Respondent further admits that he the said Defendant did appear thereto that the usual Rules issued for him to answer this Respondents said Bill of Complaint and that for and indefault thereof the said Honble the Mayors Court did on the Thirteenth Day of June in the said year pass a Decree in favour of this Respondent ordering and Decreeing that the said Defendant should deliver up to him the said House and Ground together with the Premisses thereunto belonging that shortly afterwards that is to say the Twenty Seventh Day of the said Month of June a Writ of Execution did issue from the said Honble the Mayors Court against the said Defendant directed to the Sheriff of Fort Saint George of Madraspatnam and Districts thereof requiring and Commanding him the said Sheriff to seize upon and Deliver possession of the said House and Ground and the premisses thereunto belonging unto this Respondent and that by Virtue of such Writ of Execution the said Sheriff did Seize upon the House and Ground aforesaid but this Respondent denies that such House and Ground and the Premises thereunto belonging or any part thereof to be or that they ever were the property of the appellant or that he had any Right Title or Interest whatever therein and which this Respondent will fully and Particularly prove to the Satisfaction of this Honble Court even by the Testimoney of the Evidence brought forward by the appellant himself this Respondent admits that some time after the Seizure abovementioned the said appellant did file a Petition in the said Honble the Mayors Court to

to restrain the Sheriff from proceeding under the said Writ of Execution and this Respondent begs leave to remark that such Petition did commence with Erroneously stating that the said Sheriff did seize upon a Certain House and Ground his the appellants property and discended to him by the Death of his Father Balayda Moodelliar for this Respondent says that the said House was Mortgaged in the life time of the appellants said Father to Manumbadoo Moodoo Moodelliar and on the Decease of his said Father it discended with its encumbrances to Mootiah Moodeliar the Elder Brother of the appellant who was induced to the necessity of taking up the said Mortgage by Mortgaging it to another Person and so on to another till at Last it was Mortgaged to the above named Defendant the said Teravercado Ramalinga Moodelliar and that such was the case and that the said Mootiah Moodeliar had a Right to make the Subsequent Mortgages agreeable to the Established Laws of the Complainants Cast and to act and do so as he should or might think proper in the said Estate of his said Father without consulting with or being under the necessity of Obtaining the Consent of any person whatever this Respondent will clearly prove to this Honble Court by Credible Witnesses and therefore with submission this Respondent says such Statement of the appellant is unfair and erroneous evidently meant to deceive the investigation of Justice and Deprive the said Credetor of his Right— This Respondent admits that the said Petition did set forth that the appellants said father was in his life time and at the time of his

Death

Death possessed of certain Lands and Tenements and other property to a considerable amount and amongst which the Premisses in question were apart and this Respondent begs leave to shew because the appellant has neglected so to do that the other property to a Considerable amount as setforth in the said Petition and herein Just mentioned consisted of Jewels Bonds and other articles to the amount or value of six thousand Pagodas or thereabouts as appears by the Deposition of Chittocadoo Chinna Tomby moodely who to the Eleventh Interrogatory exhibited on the part of this Respondent depones that the value of the said Joys and other Effects were as this Deponent has been informed between five and six thousand Pagodas and that the Keys of the Chests Containing the said Jewels and other Effects having usually been Kept in possession of the appellants mother during the life time of the said Valoyda moodely she did at the time of his the said Valoyada moodelys Death embezzle the said Jewels and other Effects which she found means to deliver to the appellant as appears by the Deposition of Aulamalammal who to the Eleventh Interrogatory exhibitted on the part of this Respondent thies depones and says that the Joys and other Effects of the said Valoyda moodelier the said Father of the appellant were usually Kept in the Possession of the Mother of the Petitioner that the Joys and other Effects of the said Valoyada Modeliar came into the Possession of the appellant in consequence of a dispute that Subsisted between the Petitioner and the said muttiah modeliar and

and that the Joys and other Effects to the Value of Two thousand five hundred Pagodas were deposited in a room — and here this Respondent begs leave to remark as it may be essential to the guidance of this Honble Court that the said Valoyda Moodeliar had Two wives the First of whom named alamaluminnal was the mother of the said muttia moodeliar deceased and the other Tongom is the mother of the appellant this Respondent admits that the said Petition further states that the said Valoyda Moodeliar some time in the year one thousand seven hundred and Eighty Two died intestate leaving two sons to wit — manaphoum muttiah moodeliar Deceased and manaphoum Shunmogaroy moodeliar the appellant But this Respondent denies that he died in the year one thousand seven hundred and Eighty two and asserts that he died in the year one thousand seven hundred and Eighty one and which is evident by the account current marked B and C exhibitted on the part of this Respondent reference being thereunto had may appear and which said accounts are proved by the evidence of the said Chinna Tomby moodely Punnatoor Sawmy moodelly Vpembadoo Terovingada moodely and Alambahum Nyneapah moodely on Interrogatories exhibited on the part of this Respondent who so depose in answer to the ninth Interrogatory this Respondent admits that the appellant did also state in the said Petition that after the Death of his said Father the said Valoyda moodeliar he the appellant had the sole and entire management

of

of his Estate and that he was in the management of the said Estate six months or thereabouts after the Death of his said Father the said Manapoheum Valoyda Modeliar but this Respondent denies that such was the real matter of Fact on the Contrary this Respondent says such Statement of the Appellant is wholly without any Kind of Foundation whatever for this Respondent Asserts that he the Appellant never had the sole or any part of the management of his said Fathers Estate either before or after his Decease and which is proved in the most ample clear distinct and Consistent manner by the Evidence of Chittocadu Chinna Tomby Modeliar Veromanum arnachellum modelly and Cambathum Nyneapah Modelly who pointedly and positively to the Second Interrogatory Exhibited on the part of this Respondent depose that the said Maliambathum Moottia Modely was by his father in his life time intrusted with the management of his Estate and was Accustomed to sign Bonds that he transacted all matters of Consequence and was after his said fathers decease considered by his Creditors as liable for his said fathers Debts and that in consequence thereof he was thrown into Prison by one Pongatone Chinglevy Modeliar and further that the appellant was then between fourteen and sixteen years of age from which Considerations Circumstances and Proofs this Respondent humbly hopes it will appear to this Honble Court that the said Statement in the Appellants said Petition Declaring him to have had the entire mangement of his said Fathers Estates six

Months

Months after his decease is contrary to the truth and can be considered only as a Daring attempt to mislead the Judgement and prevent the Principles of Justice This Respondent further admits that the said Petition of the appellant did also State that the said muttia modeliar did Apply to him the appellant to deliver up to him impossession of giving as a reason that he had a right to keep possession of the said Estate the said Estate that the appellant refused and that in Consequence thereof he made a Complaint to a Creditable person on the Appellants Cast who Sent for the appellant and upon the Appellants Declaring to him meaning the said Creditable the said Moottia Modeliars intentions of Squandering the Estate he the said Person advised the said appellant and the said Moottia Modeliar as a means most eligible to put an end to all disputes to chose two persons as mediators and to devide the family Estate and that in the interim the appellant and the said muttia modeliar should deposite all such parts of the Estate as were in their hands in a room in Order that the said Mediators Should devide the Same and that the parties did accordingly agree to the Same thies for this Respondent admits the Statement to have been Set forth in the said Petition but he denies the Facts the Appellant would insinuate therefrom and in Order to do away the Same and expose the artifice of the Appellant he begs leave to Shew and which he Avers and will maintain and prove to be the truth that the part of the Estate for which the said muttia Modeliar applied to the Appellant for Possession was no Other than the Jewels and Other Effects of about Six thousand Pagodas Value herein before

mentioned

Mentioned to have been by the appellants said mother unlawfully and unjustifiably secreted and Delivered by her to the appellant it is true that the Cast People did order the Deposite and this Respondent says it was out of the appellants Power to Shew that Such Deposite was made by any other Person than the appellant himself and that it consisted of a part of the Joys and Effects Only herein before mentioned and this Respondent further says that Such deposite was Demanded by the said muttiah Modeliar for no other purpose than to Obtain assets for the Discharge of the Debts of his said Father and to devide the remainder Should any remainder be and if such Division Should be required and the material parts of these circumstances are Demonstrated by the Depositions of Chitto oado Chinna Tomby Modely and alamalummal the said Chinna Tomby modely the Twelfth Interrogatory exhibited on the part of this Respondent states that some part of the said Joys (meaning the abovementioned Jewels and Other Effects of about six thousand Pagodas Value) were put in a place of Security in a Room that Seals were affixed on the Chest that Contained them and that he the said Chinna Tomby was informed by the Mother of the appellants Brother that the appellant did in the night time enter into the said room without the Consent or Knowledge of the Parties intrusted with the care of them or of the Cast people — The Deposition of the

said

said alamalummal corborates the Deposition of the said Chinna Tomby Modeliar with the addition of being more strong printed particular and positive for she to the Eleventh and Twelfth Interrogatories exhibited on the part of this Respondent declares that the Joys and other Effects to the Value of about Two thousand five hundred Pagodas were Deposited in a room in Consequence of a Dispute Subisted between the Petitioner and the said muttia moodely and that after the Death of the said muttia Moodely the appellant did one night breake Open the Door of the said room in which the said Joys and other Effects were deposited and remove them therefrom and that she saw the appellant and his mother examining the same and further that the appellant did appropriate the said Joys and other Effects to his own private use and it is Clearly as certained by the Deposition of Poondamally Syah Moodely to the fifth Interrogatory exhibitted on the part of the appellant that he the appellant did not comply with the intentions of the arbitrators but that he did resist the same the said Poondamally Syah Moodely says he was Chosen an arbitrators by the appellant to decide certain disputes and differences between the appellant and his Brother the said muttia Modeliar who did enter into Penalty Bond to abide by the Award of him the said Poondamally Syah Modeliar and Chinna Tomby Modeliar the Arbitrators Chosen on the part of the said muttiah modeliar

and

and that the said Muttiah Modeliars Intentions were the most
Honorable and Just and punctly to Satisfy the Debts contracted
and due by his said Father is proved by the Deposition of the said
Chinna Tomby who to the last and fifth Interrogatories exhibitted on
the part of this Respondent deposes that at the time a Complaint
was made to the Cast People by the said Muttiah Modeliar
he Represented to them that his Deceased Father had Contracted
Several Debts during his Life time which he the said Muttiah
Modeliar had discharged by Borrowing Money from one anavy
Comarasawmy Modely and therefore in order to Satisfy him for
the Money so borrowed from him he thought it Just and proper
that the said Cast People should oblige the appellant to produce
the said Joys &c which he had in his Possession and that if
the appellant chose it a devision of the family Estate should
be made after the said Debts had been discharged and that
the Cast people did approve of the Equity of such proposal
and give Orders to that effect and that the produced part of
the said Joys and other effects were therefore deposited in a
Room Sealed by the Cast people and this Respondent further
begs leave to Shew by the Laws and Customs prevailing in
the Cast of the appellant and that have so prevailed for
Ages all property possessed by a Father devolves at his
Decease

Decease to his Eldest Son who under and by Virtue of Such Laws
and Customs in his undoubted and indisputable heir he then immed=
=diately Stands in the place or Stead of his deceased Father and is
Obliged to Support and Maintain his family and Accountable
for all his Debts after a full discharge of which and not till
then a devision of the Estate of the deceased may take place and
under the influence of Such Laws and Customs it would be
repugnant to reason and Contrary to Justice that it Should be
Otherwise for the Creditors would notwithstanding come upon
the Eldest Son who as head of the family instead of having a
Superior fortune to the Other branches of it might be deprived even of
the means of Subsistance and end his days in a prison and that Such
Laws and Customs do prevail and are in full force is proved by the
Several Depositions of the said Chinna Tomby Modeliar Nyneapah
Modeliar Arnachella Modeliar and Toadycaly Condapah
Modeliar who to the third Interrogatory exhibitted on the part
of this Respondent say that they are well Acquainted with
the Law of Inheritance Amongst the Natives in India that
when a native departs this life and there is no devission made
of the Estate the Eldest Son is to have the sole and exclusive
management thereof that debts due by Such deceased agreeable
to the Laws Should be paid and fully discharged out of Such
Estate previous to and before any devision thereof can take
place and that it is requisite the said Eldest son of the Deceased

should

Should arrive at the age of twenty one years before he can take upon himself or be thought capable of managing his said Deceased fathers Estate — and this Respondent says that from hence may be drawn a certain conclusion of the utter impossibility that the appellant could have been in the possession of his said Fathers Estate for if the Law of the Natives absolutely and indespensably require the Eldest Son Should be twenty one years of age to enable him to manage his Deceased fathers Estate the Younger Son by the same party of reasoning Ought to attain the same age to enable him to take upon himself such Charge and it is proved by the depositions of Chittoocadoo Chinna Tomby Modely Terumanum Arnaichela Modeliar and Clambachum Nyneapah modeliar to the second Interrogatory Answered on the part of this Respondent that the appellant at the Death of his father was between fourteen and Sixteen years of age and by the answer of this Respondent it is stated that the Appellant was then aged of fourteen years and five months the Justness of this Assertion the appellant has never Objected to Consequently the Appellant was entirely excluded by Law from that interference with his said Fathers Estate which he erroniously pretended and would unfairly insinuate he held therein —

This Respondent admits that the Petition of the appellant did state that the Bill of sale of the Premisses in Question was in the hands of a Man Named Manarmbadoo moodo & modelyar that he Obtained it in the following manner that the appellants Elder Brother one Soobaroy Modeliar was some time employed by Mr. Forth the then Import Warehousekeeper and that his said Brother had the Management of the Import Warehouse that a Little after he was employed as aforesaid the appellants said Brother died and was some time afterwards Succeeded by the said Manumbadoo moodo Modeliar in the Station of a Conicoply that in the same year after such Succession of the said manumbadoo moodo modeliar a Defficiency of above Six thousand Pags Appeared in the Honble Company's Book which was imposed upon the appellants said father the said Manumbachum & Valoyaa modeliar to make good that his the appellants said father agreed to pay the said Sum of Six thousand Pagodas and that untill the same was fully paid and discharged the appellants father did of his own free will and accord deposite some Valuable Papers amongst which was the Bill of Sale of the House now in Question in the hands of the said Manumbadoo Modelyar and that his said Father immidiately afterwards paid to the said manumbadoo Moodoo Modelyar the Sum of five thousand five hundred Pagodas and that Only the Sum of five hundred Pagodas remained due and unpaid when his said father departed this Life — But this Respondent says that the appellant has made a Mistake in his Statement of the Sum due at the death of his said father for instead of five hundred Pagodas as set forth in this said Petition it was the Sum of nine hundred Pagodas in principal

principal/ which added to the Interest due thereon amounted to the Sum of One Thousand and fifty Pagodas/ as proved by the Deposition of Chittocadoo Chinnatomby modely in his answer to the Sixth Interrogatory exhibited on the part of this Respondent— This Respondent further admits that the said Petition of the appellant did further State that after the Death of his said Father he Offered to pay the said Mannumbadoo modely the Balance due to him being the Sum of five Hundred Pagodas which he refused to Accept unless the appellant would pay him the Accruing Interest on the said Sum to near the Sum of three hundred and fifty Pagodas which he the Appellant refused to do as not Customary and unprecidented that Several of his Friends seeing the Impropriety of the Demand of the said Mannumbadoo Modoo modelyar went to the Chief of the Import Warehouse and were Obtaining the Said Bill of Sale upon payment of the Balance being only five hundred Pagodas when his said Brother by the advice and assistance of the said Defendant in a Collusive manner went to the above named Manumbadoo Modoo Mordeliar and paid him the Balance received the said Bill of Sale and made out a Collusive Mortgage in the name of the Defendant with a View of Wronging the appellant of his Share in the said house and premisses and this Respondent admits also that Such Statement in the Appellants said Petition set forth is Just A where it relates to the remaining Balance of the said Sum

Sum of Six Thousand Pagodas having been paid to the said mannum=bado modoo Modelyar by the said Muttiah Modelyar which as more fully appears by the Deposition of Chinnatomby modelyar to the 6th Interrogatory Exhibited on the part of this Respondent and herein before mentioned But this Respondent saith that every other part thereof is wholly erronious and without any kind of foundation in truth for this Respondent saith that the appel=lant was so far from being able to take up the said Mortgage as he has given out and pretended he was entirely dependant on the said Muttia modely for the most trifling Sums — and this Respon=dent says that he humbly conceives the appellants conduct highly reprehensible in One Particular part of Such Statement because his endeavours therein were to deceive the Judgement of this Honble Court by artifice and design and with a View of depriving the Bonafide possession of his property and throwing an unmerit=ted Odium upon an innocent Person he says that Just as he was about to Obtain the said Bill of Sale from the said Manumbadoo modoo modeliar his the appellants said Brother with the advice and Assistance of the said Defen=dant paid the Balance received the Bill of sale and then made a Collusive Mortgage in the name of the Defendant thereby endeavouring to insinuate that the Mortgage of the Defendant under which he Sold the said Mortgage Premises

to

to this Respondent was not legal and Just but altogether unfair and improper here the appellants wanted prudence and Circumspection seems to have forsaken him and he is caught on the snare he had planted for Others for this Respondent begs leave to shew that some time after the decease of Valoyada Modeliar the appellants Father the said manumbadoo moodoo modely did greatly importune the said muttia modely the appellants said Brother to pay the Balance remaining due on the said six thousand Pagodas and this appears Substantiated by the Depositions of Chittocadoo Chinna=tomby modely and Aambaham . Nyneapah modeliar to the Sixth Interrogatory at the same time that the said manumbadoo moodo modeliar was so pressing on the said muttia modeliar to pay and discharge the said Balance one Poongatoor Chengleroy and Pondicavado mooto modeliar has instituted a Suit against him in the Honble the Mayors Court for an Account of a Debt due from the Estate of his Father the said Valayda mode liar and Contracted in his life time as is proved by the Depositions of Chittocado Chinnatomby modelyar Perumanum arnachella modely and Aambaham Nyneapah modeliar to the Second and last Interrogatories on the part of this Respondent - and this Respondent further sheweth that the said muttia modeliar this pressed on all sides and surrounded with difficulties found himself under the necessity of paying

off the Mortgage on the Premisses in Question to the said manum=bado moodo modeliar and Satisfying the demands of the said Poongatoor Chengleroy modeliar and in Order so to do he was Obliged to mortgage the said Premisses to anay Comarasawmy Modeliar who lent and advanced him thereon the Sum of One thousand Eight hundred Pagodas as is proved by the Depositions of Cunnatoor Samy Modeliar Vapeme=bado Perovangada modeliar Chittocado Chinnatomby Modeliar and Aambaham . Nyneapah modeliar to the Seventh Interrogatory exhibited on the part of this Respondent and that the said muttia modeliar having therefrom paid the Sum of Eight hundred and fifty Pagodas to the said Manumbadoo Moodo modeliar in Satisfaction of the Debt due to the Honble Company and the Sum due to the said Poongatoor Chengleroy modeliar he appropriated the the Remainder to the payments of Others of his fathers Creditors as appears by the Depositions of Chittocadoo Chinnatomby modely and Aambaham . Nyneapah modeliar to the 6th Interrogatory exhibited on the part of this Respondent who thereto say that the said muttia modeliar did discharge the said Debt/- alluding to the said Balance of nine hundred Pagodas due to the Honble Company as aforesaid that the said Muttiah modeliar did not Voluntarily and of his own accord so discharge the said Debt but at the instigation and importunity of the said Honble Company's Concisely named . Moodoo modeliar that

the

the said Mottiah modeliar was also presses for the payment of other Debts which had been contracted and were due by Valayda modeliar his said Father that in order to discharge and defray such Claims he was Obliged to borrow money from Different People that he did then Borrow money for this purpose from anavy Comarasamy modeliar by means of the said Chittocado Chinnatomby modeliar one of the Deponents and that the said Muttia modeliar did give as Security for the Money so borrowed from him the said Anavy Comarasamy modeliar the same Bills of Sale and Bond or note of hand as were given in Security for payment of the Debt due to the Honble Company and that the said Muttia modely having Satisfyed Several of his or fathers Creditors with the Money so borrowed of the said Comarasamy modeliar on the Mortgage of the Premises did in Order to Satisfy Several Other Laredittors of his said father Sell (not Secretly but publickly) Timbers Bricks Houses and Grounds and also the Grounds adjoining to the Premises now in Question together with Banksal and Other property Originally belonging to the Estate of the said Valoyadar modely and did out of the monies arising therefrom pay the Debts due by his said father to the abovenamed Tondiavado modoo modely Cyapa modely Doddy Nyneapah modely Tomba naich and those several particulars have been stated in an Original Account Book Written in the hand writing of the said

mottiah

mottiah modely and which since his Death has fallen into the Possession of and now kept concealed by the appellant which is proved partly by the Bills of Sale marked A exhibited on the part of this Respondent and partly by the Depositions of Chinnatomby modely and Nyneapah modely to the thirteenth and fifteenth Interrogatories and this Respondent further begs leave to shew that some time after the said mortgage so granted to the said anavah Comarasamy as aforesaid he the said Comarasamy modely also became pressing with the said muttiah modeliar to pay off and take up the same that in Order so to do he the said muttiah modely did Remonstrate with the appellant and his mother and require a restitution of the secreted Joys and other Valuables herein before noticed and Demanded from the Petitioners possession thereof who refusing to comply therewith he the said muttia modeliar complained to his Cast people who Ordered the Petitioner to produce the said Joys &c and he thereupon produced a part thereof Valued at about Two Thousand five hundred Pagodas Which were deposited in a Room that was thereupon sealed by the said Cast people every part of which Circumstances and particulars is substantiated and proved by the Evidence of Chittocado Chinnatomby

modely

Moodely and Alambachum Nyneapha Moodely to the fifth and Last Interrogatories exhibited on the part of this Respondent and here before fully set forth and also by the Depositions of the said Chittocar Chinna Tomby Moodely and alamalummal to the Eleventh and Twelfth Interrogatories exhibited on the part of the Respondent and this Respondent further begs leave to shew that the said Muttia Moodeliar finding himself disappointed in the aids he expected to draw from the said Jewels and and Other Property so secreted with them as aforesaid Owing to the improper and unjustifiable conduct of the Appellant and his the appellants mother and being constantly Solicited and Severely importunated by the said Comarasamy Moodely to pay off the said mortgage and not having any other means he the said Muttia Moodeliar did make an application to the herein beforenamed Clambachum Nyneapa Moodely to lend and advance him the Sum of Two thousand Two hundred and Seven Pagodas Twenty Eight fanams the Amount of Principal and Interest of the Debt of the said Comarasamy Moodeliar and the said Nyneapah Moodely complying therewith he the said Muttia Moodeliar did take up the said mortgaged Premises from the said Comarasamy Moodeliar and deliver the same to the said Ninaapa Moodeliar as and for Security for the repayment of the said Sum of Two thousand Two hundred and Seven of Pagodas Twenty Eight fanams and the Interest that might arise or grow due thereon and which matter is proved by Chittocado Chinnatomby Moodelyar Alambachum Nyneapa Moodeliar Coonatoor Samy Moodeliar and Vapembado Terovengada Moodeliar to the 9th Interrogatory Exhibited on the part of the Respondent and this Respondent further begs leave to shew that the said Nyneapah Moodely did some time afterwards demand from the said Muttia Moodely payment of the said Principal Sum of Two thousand Two hundred and Seven Pagodas Twenty Eight fanams and the Interest due thereon which together amounted to the Sum of Two thousand Eight hundred Star Pagodas and upwards and in Order to pay and to Satisfy the same he the said Muttia Moodely did apply to Ramalinga Moodely the abovenamed Defendant who did receive the said mortgaged premisses as Security therefore and for the repayment thereof he did advance and lend unto the said Muttia Moodeliar the said Sum of Two thousand Eight hundred and Forty two Star Pagodas and Twenty Six fanams as fully and at large appear by the Depositions of Chittocado Chinna Tomby Moodely Clambachum Nyneapah Moodelyar Coonatoor Samy Moodely and Vapempado Terovengada Moodeliar to the Ninth Interrogatory exhibited on the part of this Respondent and the said Nineapah Moodeliar is the more particularly pointed and strong because he was the mortgagee to whom the said Ramalinga Moodeliar

Succeeded

Succeeded he declares Circumstantially that money was borrowed by the said muttia modeliar to pay off the principal and Interest due to the said Comarasamy modeliar and that the money so borrowed was borrowed from him the said Niniapa modely and that the same was repaid to him out of money borrowed from Ramalinga modely the said Defendant who received the same Securities therefore as held previously by the Other and former mort-gages from all which matters and things this Respondent trusts and hopes it will fully appear to this Honble Court that the assertion of the appellant that the said muttia modely by the advice and assistance of Ramalinga modeliar the said Defendant did go to manumbadoo modo modeliar paid him the Balance alluding to the Balance remaining due on the said Sum of six thousand Pagodas received the said Bill of Sale and made out a Colluisive mortgage in the name of Ramaling modeliar the said Defendant that such assertion is equal injurious as it is untrue and that was not in the nature of things that the circumstance could have been as the appellant has declared it to be for there were as is above Shewn and Set forth on the Oaths of many Witnesses two interme-ate mortgages between the said manumbadoo modoo modo and Ramalinga modeliar the said Defendant who took up the said mortgage and received the said mortgage Premisses not from Manumbadoo Modelyar but from Cambahum Nyneapa Modely and that the said Transaction between the said Mottia Modely and the said Ramalinga modeliar was a fair and bonafide transaction as has been already proved by the Deposite-ons herein before setforth or herein before referred to by this Respondent and that the said muttia modeliar did duly execute and Deliver a Mortgage Bond to the said Ramalinga Modeliar for the said Sum of Two Thousand Eight hundred and forty Two Pagodas and Twenty Six fanams as is Evident from the Depositions of Comattoor Sawmy modeliar and Vapembadoo Terovengada modeliar to the Tenth Interrogatory exhibitted on the part of the Respondent and which express there was a Mortgage Bond duly Executed and delivered to the said Defendant for the Money borrowed of him by the said mottia modeliar which was witnessed by the said Comattoor Samy modeliar and Vapembadoo Terovengada Modeliar two of the Deponents — this Respondent admits that the said Petition of the said appellant did further state that some time after granting the aforesaid Mortgage the said Muttia Modeliar departed this life intestate and this Respondent admits such Statement to be true but humbly insists that he did not so die intestate without leaving a proper arrangement of his affairs for this Respondent says that he did make such

such arrangment in an Account Book in his own hand writing some time previous to his Decease and amongst the other things therein contained was his account with the said Ramalinga modeliar a Copy of which marked B and C was exhibited on the part of this Respondent reference being thereunto had may appear and which was taken from a Copy transcribed from the Original by Chittocado Chinna tomby modeliar and Chellapa Modeliar who to the Eighth Interrogatory exhibitted on the part of this Respondent depose to that Effect and which said original Transcript was Delivered to the said Defendant by the said muttia modeliar in his life time and this Respondent says the appellant did by some means unknown to this Respondent posess himself of the Account Book from whence such Original Transcript was taken and has Constantly concealed the same and that he did so posess himself of such account Book is proved by the Deposition of Teromanum Arnachella modeliar who to the last Interrogatory exhibited on the part of this Respondent deposes that he one day went to the house of the appellant and desired him to shew to him the accounts of his said Deceased Brother meaning the said muttia modeliar that the appellant in consequence of such application did take from a Bureu the said accounts and did therein read the Item of a Sum of money borrowed from the Ramalinga modeliar the said Defendant in Order to discharge the

the Debt contracted by his deceased father the said Valoyda modeliar and the Deposition of alamalummal Corroborates such Depositions and shews in what manner the said Book came into the posession of the appellant for to the 8th Interrogatory exhibited on the part of this Respondent she deposes that about two months after the decease of the said muttia modeliar his Fatherinlaw the above named Teromanum Arnachellum modeliar requested her to permit the appellant to inspect into the account of the said muttia modeliar that she did thereupon deliver to the appellant the Key of a Desk Containing the accounts of the said muttia modeliar that the appellant did them carefully and attentively peruse and investigate the whole and that having Satisfyed himself as to the matter and things therein contained did return them to the desk from whence he had taken them lock up the same and deliver the Key thereof to the Deponent that afterwards he did frequently receive the said Key from her under pretence of examining into the said accounts and continueed so to do for the Space of two months Constantly returning the said Key to her the Deponent but after that period he kept it entirely himself this Respondent admits the said Petition of the said appellant did also state that the said Defendant did some time after the Decease of the said muttia modeliar cause letter of administration to be procured to the Estate of the

the said muttia moodeliar in his the said Defendants name as a Bond Creditor to the Deceased and which was accordingly granted that by Virtue and in pursuance of the said Letter of administration so granted to the said Defendant he the said Defendant did on the fourteenth Day of December One thousand seven hundred and Eighty five Cause an advertizement to be affixed at the Door of the house now in question advertising the house to be Sold on the Twenty first day of the said month that he the appellant immediately after applied to an Attorney at Law and Caused a Protest to be sewed on the Defendant but the said Defendant regardless of the Protest did on the day aforesaid in the said advertisement cause sale to be made of the said House and Premisses and that it was sold to the Respondent who brought his Bill to Obtain possession thereof this Respondent cannot but be surprized at the Boldness of the appellant in respecting of this Honble Court by plausibility and insinuation his attempts to impose on the minds and impose on the Judgement — by an improper Suppression of Fact in some instances and a Total deviation from them in others for this Respondent says that it was with the Consent of the Appellant that the said Defendant applied for the said Letters of administration to the Estate of the said muttia moodely for the express purpose of disposing of the premisses now in question and which is proved by the Deposition of manupady Comaraspa moodely and Gyapontangell Vencatasela modelly who to the Eighteenth Interrogatory exhibited on the part of this Respondent Depose that Letters of administration were granted to the Defendant by the Express Knowledge and Consent of the appellant that in Consequence thereof the Premisses in Question were sold by Publick Outcry and that this Respondent being the highest bidder was thereby declared the purchaser thereof thus the appellant would endeavour to deprive the Defendant of his Just Right by attempting to Vitiate an act that Originated with himself and to shew his approval of the measures then pursuing by the said Defendant it is only necessary to Observe that during the Space of three months which elapsed from the time the prayer was made for to Letters of administration being granted to the Defendant the appellant remained perfectly quit and Surely if he had cause for being displeased with the Defendant or disapproved of his Obtaining Letters of administration to the Estate of his Deceased Brother he would have followed the mode and embraced the advantages Pointed out by the Law for the Purpose of defeating the Object of the said Defendant and not having so done this Respondent humbly insists that the present Conduct of the appellant is Litigious Vexatious and unjust this Respondent admits that the said Petition of the appellant did also state that the said Defendant

Defendant and to Carry his Designs into execution caused the
Respondent to sue him the Defendant as administrator of
muttia Modeliar upon and by Vertue of an agreement
granted by the Defendant to the ~~Defendant~~ Respondent for delivery of the
Possession of the House and premisses now in question that
the whole transaction was unfair collusive and fraudulent
Contrary to the Custom of the Cast to which the appellant
and his said Brother did belong and Calculated to defraud him
the appellant of his Right – here the appellant pursuing
his General System again Stept aside from the dictates of
truth for this Respondent say that after the Defendant
had Obtained the Letters of administration to the Estate of
the said muttia modelly with the Consent and approbation
as above shewn of the appellant whatever he did Subsequently
was agreeable to and Consistent with the Principles of Law
and Equity the said Letters of administration gave the
Defendant the whole and sole management of the said Estate
to Sell or otherwise dispose of the same as might be in his
Judgement most advantageous and benificial thereto and
the Premisses in question in pursuance of the fairest and
most adviseable means were sold by Publick auction to
the best bidder and the best bidder upon the Occasion was this Respondent
as appears by the Depositions of Marypandy Comarapah

Modely

Modely and Gjapontangell Vencatasala Modelly as has herein
before Setforth and having so purchased the said premisses as
aforesaid this Respondent filed his Bill in the Hon^ble the
Mayors Court against the said Defendant as administrator to the
Estate of the said muttia Modeliar to which said Estate the
Premisses did belong compelled thereto by the unjustifiable
and unaccountable conduct of the appellant who having been
indulged by the said Defendant to leave in the said House
now in question for the term of One month Respt Possession
thereof and refuses to deliver up the same to this Respondent
and as this Respondent has purchased the said Premisses from
the said Defendant as administrator thereto it was against
the said Defendant only that he this Respondent could
bring an action for any Defect or Deficiency in title or
otherwise relative to or Concerning the same for it was from
him only he could Obtain Redress consequently there could
have been no unfairness Collusion or refraud and there was
no Occasion for any between this Respondent and the said
Defendant so that the appellants charge is entirely without
any manner of foundation and like all his other charge
and Overments it is unjust in its statement illiberal in
its invective injurious in its principles and molevolent
in its designs this Respondent admits that the said Petition

Of

of the Appellant in order to illustrate its Subject did State that had his the appellants said father died in much Debt which was not the Case yet no mortgage of any part of his Estate could take place even to pay his Debts without the Joint Consent of his two Sons the appellant and the said muttia modeliar and that therefore the said pretended mortgage by the said muttia modely was defective because without the Consent of the appellant this Respondent has it again in his Power to compute the arguments or rather the Assertions made use of by the appellant and thereon begs leave to shew that the father of the appellant did Depart this life greatly in Debt and this is evident from the Depositions of Chittoca do Chinna tomby Modely and Cambacheum Nadeapah Moodelyar to the second Sixth Thirteenth and fifteenth Interrogatories exhibited on the Part of this Respondent as to the Second Interrogatory to which also Perumanam Arnachella moodely deposes they depose that the said Muttia modeliar as herein before Set forth was sued and empresoned by Pongatoor Chengleroy modely Tandya vadoo moodoo modely two of his deceased Fathers Creditors to the Sixth Interrogatory that the said Valoyda modely the father to the appellant was at the time of his Death indebted to the Company in or About the Sum of nine hundred

hundred Pagodas and that the said muttia modely brother to the appellant was pressed for the payment of other Debts which had been contracted and were due by his said Deceased Father and that the said muttia modeliar was Obliged to borrow from different People Sums of Money to discharge and defray the Same to the thirteenth Interrogatory that muttia modely did pay and discharge the Debts contracted by his said father to Manumbadoo Moodoo Modeliar Pungatoor Chengleroy Modeliar Tomby naick Connoo muttia Moodelyar and to an armenion and to the fifteenth Interrogatory they depose that the said muttia Modeliar was Obliged to Sell part of the house and Grounds belonging to the Estate to pay his said Fathers debts thus this Respondent has Pointed out the Creditors of the said Valoyda modeliar and the difficulties with which the said muttia modeliar had to Contend in Order to pay and Satisfy them and which Circumstances manifest that the said Valoyda Modeliar must have died considerably in debt with respect to the matters transacted by the said muttia Modeliar in an relative to the Estate of his said Father independant of the appellant This Respondent avers that as the Eldest son he was the heir and legal representative of his father and had an indisputable right to manage the Estate and every part thereof

thereof without asking the advice or Consent of the appellant or of any other Person in the same manner as his father would or might have done had he been living and that is a fact and that he was looked upon to by his Fathers Creditors as the Person Accountable to them for his said Fathers debts is proved by the Depositions of Teramanum Arnachellum Moodeliar Chittecado Chinnatomby Moodeliar and Clambachum nincapa Moodeliar and Todycaly Condapah moodeliar who to the third Interrogatory exhibitted on the part of this Respondent and herein before Set forth speak of their Knowledge of the Laws of Inheritance amongst the Natives that if there is no devision of the Estate the management thereof devole to the eldest son and that the debts must be paid before any devision can take place and this is also demonstrated by four Bills of Sale marked A and G exhibitted and proved on the part of this Respondent in which the said Muttia Moodeliar discribed as son and heir to his said Father and further this Respondent begs leave to shew that the appellant on being asked to interest himself in his said Fathers affairs and assert in discharging his Debts he did refuses so to do declaring he was a minor and could not therefore be applied to and this is proved by the Depositions of Teromannum arnachel la moodely and Chittecadoo Chinna Tomby Moodely to the

Second

Second Interrogatory exhibitted on the Part of this Respondent and from hence this Respondent humbly hopes will arrive a perfect clear and distinct conviction of the Legality Justness and Propriety of the said mortgage but if proof is still wanting this Respondent begs leave to shew that the appellant has himself furnished by acknowledging the Debt due to the said Defendant or Consenting the said mortgaged Premises to be disposed of for Payment of the same as appear by the Depositions of Peter Walker One of the attornies of the Honble the Mayors Court. Maruppady Comarapa moodelly and Cyampentangell Vencatachella Moodeliar who to the Respondent so depose and also say that he did not only Confess the Justness of the said Mortgaged Premises but that he did Repeatedly after the decease of his said Brother promise to pay the same this Respondent admits that the said Petition did also state that the said Ramalinga moodeliar did not acquire any additional or better right by being an administrator to the said Muttia moodeliar for what never was property in him never could be a Property in his administrator and that therefore he had not any Right to Sell and dispose of the Premisses in question as they had not been the Property of the said muttia moodeliar in his Life time for that they were a part of the

Estate

Estate of Valoyade Moodelyar and that the Appellant had an undoubted Rights to one half part as Son of the said deceased — This Respondent humbly Suggests as has been already herein before repeatedly shewn from the Depositions of Terumanum Arnachella Moodeliar Chillocoo Chenna Tomby Moodeliar Clambaukum Nyneapa Moodeliar and Toddycala Condapa Moodeliar to the 3d Interrogatory that the Estate of a Father dying intestate becomes the property of his eldest son as heir to his said father according to the Laws and Customs of the Natives of this Country to which the Appellant belongs and that the Creditors of his said Deceased father considered him as Accountable for the payment of his said fathers debts and therefore whatever estate was possessed by the said Voloyada Moodeliar in his lifetime became on his decease the Property of the said Mootiah Modely but as a Th proof how much estate of such discriptions are and ought to be the property of the Eldest Son this Respondent begs leave to observe that if an Intestates estate should not be sufficient to Satisfy his Creditors his Eldest son must make up the Difficiency out of his own estate although such Estate should have been obtained by his own good fortune or industry and totally unconnected with the Estate of his said Deceased father therefore and under those Considerations and from all those matters and things it fully appears that the said Defendant as a Mortgaged Creditor had a Right to pray for and obtain Letters of Administration to the Estate of the said Muttia Moodely and to act and do therein in the same manner as the said Muttia Moodelyar might or could have done had he been living this Respondent further begs leave to Observe that by the abovementioned Laws and Customs the Appellant can have no right to any part of the Premises Now in question as well as of other part of the said Muttia Moodelys Estates unless all the debts due thereon are first paid off and that if all the said Estates should not Suffice to Satisfy the whole part of the Debt due to the Defendant the Appellant as Brother and heir to the said Muttia Moodely must by the same Laws and Customs make up the difficiency out of his the said Appellants own Estate carriedby himself and therefore the Pretention of the Appellant that he had a right to one half part of the Premises as a son of the said Valayuda Moodely is very absurd and unjust contrary to the Laws and Customs of the Indians and —

Repugnant

Repugnant to the Dictates of Equity and good conscience

This Respondent admits that the Appellant in and by his said petition did pray that under the Circumstances in the said petition set forth the writ of Execution might be superseeded so far as related to the delivery of the said house and Ground to this Respondent and that the Appellant Might have quit and peaceable possession thereof This Respondent has already repeatedly shewn to this Honble Court the Laws and Customs of the Natives of this Country relative to the right of Inheritance and in what manner the Estate of an Intestate is to be disposed of and by such shewing it is Demonstrated that the eldest Son inherits the Estate of his intestate father becomes Accountable for all Debts due therefrom and that in the event of an insufficiency in Assets that then and in such case he is to make good the same from and out of his own Estate therefore the Estates of the said Valoyda Moodeliar discended to his eldest son the said Mooliah Moodeliar And afterwards as forming a part of the Estate of the said Muttia Moodelyar became duely properly and legally Vested in the said Defendant under and by Virtue of the

the said Letters of Administration by him obtained as aforesaid and this Respondent further begs leave to Shew to this Honble Court that although the appellant might have had some Colour of right in the pretentions he has made but which this Respondent denies yet he could have done away the whole and every part thereof by the said Prayer of his said Petition for or his own shewing and immediately before Making the said prayer he is of entitled at all and which the Respondent denies entitled to one half part only of the premises in question and in his said prayer he by the words in the said petition contained he prays to be Restored to the quit and peaceable possession and enjoyment of the whole of such property and therefore for one half part more than he even pretends to be entitled to so that his said Petition falls to the Ground and the several proceedings had thereon of course fall in with it this Respondent says that he did on the day and year specified by the Appellant in his Petition and appeal file his Answer to the Appellants petition but denies that the same contains either insinuation or Suggestion on the contrary this Respondent Avers that such his Answer contains plain Matter of fact without any

kind

kind of embellishment and devested of every colouring but that which in truth belongs to it — This Respondent Admits that he did in his said Answer shew that the said Mattia Moodeliar was the Manager of his said fathers Estate and not the Appellant that he mortgaged the Bill of Sale of the Premisses to pay off his said fathers Debts that it Was real good Security in the hands of the said Ramalinga Moodeliar who lent the Sum of Two thousand eight hundred and forty two Pagodas upon a Mortgage thereof that therefore the sale of the same to this Respondent and the agreement given by the said Ramalinga Moodeliar was a fair and legal sale and agreement and that therefore this Respondent ought to have Possession as a Bona fide purchaser for a Valuable consideration and further that the consent of the Appellant was not Necessary in order to effect a good mortgage of the Premisses in question — This Respondent admits that Issue joined in the said Petition and Answer and that Several Witnesses were examined on both sides but this Respondent denies that the Appellant did fully prove and entirely support every part of his said Petition on the Contrary this Respondent

says

says he neither proved or supported the petition nor any part thereof and this Respondent verifies his assertion partly by the Appellants own evidences for the Appellant in his said petition States that after the Death of his father he had the sole and entire management of the Estate and continued in such Management six Months or thereabouts and the Witnesses produced upon the occasion Angaloor Moodo Moodeliar on the part of the Appellant deposes to the Second Interrogatory by the Appellant exhibitted that the Appellant Was in the possession of his said fathers Estate three years previous to the Decree of his said father that he the Appellant was within that period interrupted in the possession of the estate of his said father Valoyada Moodelyar by Mattia Moodeliar his said Brother and that such interruption was on account of the Division of the said Estate and Ramier another Witness produced on the part of the Appellant going still further than the said Ayaloor Moodo Moodelyar deposes that he was five Years in such possession Now in the account Current exhibitted on the behalf of this Respondent the Authenticity of which has never been Denied by the Appellant and further which has been proved

to

to be just and true by the Depositions of Chittoo Caudoo Chinnatomby Moodelyar Clambaitheen Nyeapah Moodelyar Cunnatoor Lawmy Moodelyar and Vapambadoo Tervengada Moodeliar to the Ninth Interrogatory and also by the Deposition of Alamalummal Chinnatomby Moodely and Chellapa Moodely to the Eighth Interrogatory as herein before setforth in which said account it is stated that the Appellant was at his fathers decease only of fourteen Years or thereabouts Therefore if as Auyaloor Moodoo Moodelly Says he was in the possession of his fathers Estate three Years before his said fathers Death he would have been only Eleven Years of age or if as the said Ramier would have it that he was in the Possession of his said fathers Estate five years before his said fathers Death he could have been only Nine years of age the Absurdity of which Depositions as contrary to reason as to truth must strike most forcably on the minds of this Honble Court do away every particle of what they were intended to establish and leave them exposed in their proper Forms as the worst

of

of falsehood and which falsehoods are proved by the Depositions of Chinnatomby Nyneapa Moodeliar and Arnachellam Moodeliar who to the Second Interrogatory exhibetted on the part of this Respondent and as is herein before morefully setforth say that Muttia Moodeliar was in the lifetime of his father accustomed to transact all his business and this Respondent further begs leave to remark that the interruption Complained of by the Appellant to have been given up by his said Brother Six Months after their fathers decease is by the said Ramier and Ayaloor Moodoo Moodely to the second Interrogatory exhibited on the part of the Appellant declared in one part of the said Interrogatory to have been during the life time of the said Valoyada Moodely and in another part Two Months after his decease from all which Circumstances the well known and generally received Maxim is demonstrated that proving too Much is proving nothing or rather that the said Avayloor Moodoo Moodeliar and the said Ramier from their Anxiety to establish more than was required of them and from their endeavours to prove that the Appellant was in the Management of his fathers Estate years instead of Months and that he Was interrupted therein during his fathers life time by his

said

said Brother have defeated the very purpose they overe
called upon to promote for it is Contrary to reason and the
Nature of things to imagine that a Boy of Nine or Eleven
Years of age should be instructed with the Management
of his fathers Estate in preference to his elder Brother a man
Advanced in life — And this Respondent says that the Appellant
has been equally unsuccessful in Another instance in his
Petition and appeal he says he has proved his father
did not die in debt but that on the Contrary he left a
considerable property behind him and to Establish this
Assertion he produces two Witnesses who so far from
so doing prove if they prove any thing the very reverse
for Ayaloor Moodoo Moodelyar and Ramier to the
Eighth Interrogatory Exhibited on the part of the Appellant
depose that the said Mootia Moodeliar did pay away the
Sum of one thousand Eight hundred Pagodas in discharging
the Debts of his said father to the Seventh Interrogatory
they say that he did also pay to different Creditors the further
Sum of one thousand five hundred Pagodas for and on
Account of Debts contracted by his Deceased father
during his lifetime and further to the Ninth Interrogatory
the said Ayaloor Moodoo Moodeliar deposes that the said
Muttia

Mootia Moodeliar disbursed on Account of the Debts of
his said father the Sum of Two thousand Two hundred and fifty
Pagodas and further Poondamally Ega Moodely to the
last Interrogatory exhibited on the part of the Appellant deposes
that he has heard that Valayada Moodelyar was indebted
to Comarasawmy Moodeliar and Venayaga Moodeliar and
the said Ayaloor Moodoo Moodelyar to the Eighth Interrogatory
on behalf of the Appellant deposes that he has heard that
Muttia Moodeliar borrowed money from the Defendant
to pay off his fathers Debts but left a Shadow of doubts
should remain in the breast of this Honble Court on this
head this Respondent begs reference to the Deposition
of Chittoo cadoo China Tomby Moodelyar and Clambaukum
Nyneapa Moodeliar to the Thirteenth Interrogatory of
the said China Tomby Moodelyar to the Second and last
Interrogatories and also of the said China Tomby Moodelyar
Nyneapa Moodely Munnaloor Sawmy Moodely and —
Vapempadoo Tersovengada Moodely to the Sixth Seventh
and Ninth Interrogatories who depose that the said Muttia
Moodelly did pay the Debts due by his said father to
Minambadoo Moodoo Moodeliar Pungaloor Chengleroy

Moodeliar —

Moodelyar Tomboo Naick Connoor Mutloo Moodeliar and to an armenion that he the said Mutta Moodeliar was imprisoned on account of his fathers Debts by Pungaloor Chenglevy Moodeliar and that he was reduced to the Necessity of Representing to the Cast people the embarrassed situation of his fathers affairs and he did borrow money first from Comrasamy Moodely then from Clambaukum Nineapa Moodeliar and lastly from the Defendant it is to be presumed such Steps never would have been taken had not the said Valoyada Moodelyar died much involved in debts nor that the said Mutlia Moodeliar would have suffered the disgrace and misery of Prison if he could have procured the means of presenting it. This Respondent Admits that the said Valoyada Moodelyar did at his death leave a considerable property and he has shewn how and in what manner it was incumbered with debts he has shewn also that the Mother of the appellant embezzled a part of the said estate consisting of Joys and other Valuables to the Amount of near Six thousand Pagodas and that she delivered the same to him the appellant in his petition and appeal asserts that Mutlia Moodelyar

Had

had in fact received more money than was Necessary to defray the funeral Expences and any other trifling demands which they might have been and that therefore the Money borrowed by him from the said Ramalinga Moodelyar was not nor could not have been to pay his Fathers debts but to contribute to his own extravagances — The former part of this Assertion may be answered by the depositions just referred to which prove the debts due by the said Valoyada Moodelyar at the time of his decease and shew the names of some of his Creditors with whom such Debts had been contracted and here this Respondent again begs leave to remark that the Money borrowed from the Defendant was specially to pay off a Debt contracted by the said Valoyada Moodelyar with the Company and secured by a Mortgage of the Premises in Question to the said Manumbadas Madoo Moodelyar which said Mortgage was afterwards taken up by Anavy Comarasamy who did advance thereon the Sum of one thousand Eight hundred Pagodas to the said Mutlia Moodelyar out of which he the said Mutlia Moodelyar did pay unto the said Manumbadas Moodo- Moodelyar the Sum of Eight hundred and fifty Pagodas Clambaukum Nyneapa Moodelyar then took up the said

Mortgage

Mortgage and Advanced thereon the Sum of Two thousand —
Two hundred and Seven Pagodas and lastly when the said Muttia
Moodelyar was harrassed and pressed by the said Chambuchum
Nyneapa Moodely to discharge the same the said Ramalinga
Moodeliar did take up the said Mortgage and advance
thereon to the said Muttia Moodelyar the Sum of Two thousand
Eight hundred and forty Two Pagodas so that fully appears
that the said Defendant was not the second Mortgage —
As the Appellant constantly endeavours to insinuate but the
fourth as is really and truely the Matter of Fact and so proved
to be by the Several Depositions of the said Chinna Tomby
Moodely Chambuchum Nyneapa Moodely Connaloor Samy
Moodely and Vapempadoo Terovengadoo Moodely to the Seventh
and Ninth Interrogatories exhibited on the part of this
Respondent who thereto depose that the said Muttia Moodely-
-ar did borrow money from Comvasawmy Moodely to pay
off a Debt Contracted by his Father that he did borrow
from Nineapa Moodely the Sum of Nine hundred
Pagodas and five thousand and one hundred Rupees for the
purpose of discharging the said Debt due to the said Anavy
Comarasawmy Moodely and that the said Muttia Moodelyar
did

did afterwards borrow from the Defendant Ramalinga Moodelyar
the Sum of One thousand One hundred and ten Pagodas and
Six thousand three hundred and Twenty four Rupees to —
discharge the Debts due to the said Nineapa Moodelyar on
the Bills of Sale of the premises in question and from hence
it is evident in opposition to the Declaration of the Appellant
that the Money borrowed from the said Ramalinga Moodeliar
by the said Muttia Moodeliar was necessary and indispensably
so borrowed to pay off the Debts due by the said Valoyada —
Moodeliar and not to Support the said Muttia Moodeliars
Extravagance a Charge often repeated by the Appellant and as
ungenerous as it is untrue nor has he Attempted any where
to establish it either by Argument or evidence and it is well
known to the people of the Cast to which the Appellant belongs
that the said Muttia Moodelyar was a person of a —
Most amicable Character and the purest Morals and this is
Strongly implied by the Depositions of Chittoocadoo Chinnatomby
Tirumanum Arnachella Moodelly and Chambuchum Nineapa
Moodely who to the Second Interrogatory shew the great
trust and confidence reposed in him by his Father that he
Managed the Estate and transacted the Business of his said
Father

father and was accustomed to Sign Bonds on his said fathers
Account during his lifetime But the only means by which the
Appellant could hope to set aside the Decrees of the Law was
enormiously and untruth and to gratify such hope and to succeed
in such his Views he trampled on every tie of Vertue and of
honor and endeavoured to brand an unjust Approbrium and
throw an unmerited disgrace and infamy on the Memory
of his deceased Brother This Respondent denies that
according to the custom of the Cast as the Appellant avers
the Estate should have been devided and that no Mortgage
by the said Maliambakum Mutta Moodely Was good
unless the Consent of the Appellant had been first Obtained
for agreeable to the Laws and Customs of Indea and particu-
-larly of the Cast to which the Appellant belongs no devision
of the Estate of the deceased father can take place until
such Estate is first cleared of all incumbrances until all
the debts due from the said Estate should be first paid
off and discharged and to effect this the Eldest Son who
by such Laws and Customs succeeds his deceased father
in all his Estates as his heir hasit in his power free
from controul of any kind whatever a Sell Mortgage

or

or otherwise dispose of the same as he may think most proper as
fully and at large Appear and as has been herein before Set forth
by the Depositions of Chittoo Cadoo Chinna Tomby Moodely
Clampauham Veneapa Moodely Terumanam Arnachellum
Moodely and Taddy cally Condapah Moodily to the Third
Interrogatory exhibited on the part of this Respondent and the
said Mattia Moodelyar as heir to his said father
immediately on his said fathers decease enter into the full
and sole entire management of his Estate as Appears by
the Deposition of the said Clampauham Veneapah Moodely
and Chinna Tomby Moodely to the fifteenth Interrogatory
exhibited on the part of this Respondent who say that after
the Death of the said Valoyada Moodely the said Mattia
Moodely did sell some pieces of Grounds adjoining to the
Premises now in Question to the said Ramalinga Moodelyar
and a house to one Gajapully Eyah that the Bills of
Sale of the said House and Ground were executed by the said
Mattia Moodely and further they depose that it did not
require the Consent of the Appellant to render such Sale Valid
and herein this Respondent begs leave to remark and humbly
offers the same to the Consideration of this Honble Court that

the

the appellant never denied or objected to the said Sales nor has he any where Attempted to prove that his said Brother had no right to dispose of the Premisses therefore if the said Maliambakum Muttia Moodily had a right to sell such part of the Estate of his father he had an undisputable right to Mortgage the House in Question — This Respondent denies the Assertion of the appellant that the said Muttia Moodily ever did ask his consent to the Sale of a Certain part of the Estate of their said father and this Respondent has herein before set forth and established the same under the Depositions of Clambaukum Nenieapah Moodily and Chittoo Candoo Chinna Tomby Moodely to the fifteenth Interrogatory exhibited on the part of this Respondent and who there so say adverting to the Sale taken Notice of by the appellant that the Purchasers did not require the Consent of the appellant to make good such Sale but that the act of the said Muttia Moodily was by them deemed full and Sufficient to render the Bills of Sale good valid — for Instance in the Bill of Sale of the said part of the Estate Marked G exhibited on the part of this Respondent Muttia Moodily alone is certified certified to be son and heir to Maliambakum Valoyada Moodely deceased and hence the further Assertion of the appellant that he Never did Acquiesce in the Mortgage of the premisses now in question appears itself very absurd for it is evident from what has been herein before Stated that the appellant had no Law to Object to the Validity of the Mortgage or sale made by Muttia Moodely in his life time of any Property nor had he the said Muttia Moodelly any reason to require the acquiescence of the Appellant on that head and in Answer to the further Assertion of the appellant that he never did Acquesce to the Subsequent sale made to the Respondent this Respondent says that the said Sale made by the Defendant to this Respondent of the Premisses now in Question was so made by Virtue of Letters of Administration which The Defendant had obtained on the consent of the appellant as appears by the Depositions of Narrupady Comarapah Moodely and Eyapentangel Vencatachella Moodely who to the Eighteenth Interrogatory exhibited on the part of this Respondent say that the Defendant previously acquainted the Petitioner regarding his intentions of praying for Letters of Administration to his Brothers Estates which was granted to him by the express knowledge and consent of the Petitioner in

Petitioner in consequence of which the Premisses in question were sold by Publick outcry and this Respondent denies that the Appellant did fully or in any manner refute and setaside several unwarrantable Assertions of this Respondent or that he produced a body of clear and unequivocal Evidence to corroborate every part of his said Petition on the contrary this Respondent says that he this Respondent has throughout way Stage of the present business shewn the fallacy of every Argument and the untruth of every Assertion advanced by the Appellant and more Particularly in this his answer to the petition and Appeal of the Appellant wherein he has by Sufficient Evidences and proofs demonstrated that Mutlia Moodelly brother to the Appellant was during the life time of his father Valayada Moodelly accustomed to transact his business that he was upon his fathers decease said and imprisoned by his said fathers Creditors and that the Appellant was then a minor and pleaded such his minority — He has further demonstrated that such are the Laws and Customs of the Indians that a father dying his eldest son that past minority must become heir both to his Debts and Rights and have the exclusive Management thereof and that the Minority is limited to the age of Twenty one years — he has further demonstrated that Mutlia Moodelly was importuned by Maranambadoo Moodo Moodelly to pay off the Balance of the Money due from his father to the Honble Company That he took up the Bills of Sale of houses and Gajapatee Rajas Bond which his father had in his lifetime Mortgaged to him the said Moodo Moodelly that he borrowed the Sum of One thousand and Eight hundred Pagodas of one Vy Comarasawmy Moodelly upon a new Mortgage of the said Bills of Sale and Bond to pay off the said Balance and other Debts of his father that he paid off the family Debts and all their daily expences That he by other means satisfied several other Creditors of his said father and particularly that he sold some pieces of Ground adjoining to the House Now in Question to the Defendant to satisfy one of his said fathers Creditors and a House to Gajapatee Eya to Satisfy another and that no Consent of the Appellant was required in this Case as well as in all other cases He has further Demonstrated by the Bills of Sale of the Premisses Marked A and G that Mutlia Moodelly alone was worthy to be described as Son and heir to Maliampachum Valayada Moodelly/

Moodely deceased — He has further Demonstrated that the
Cast people ordered the Appellant to deliver up the Boy's Bonds &c.
Valued about Six thousand Pagodas / which his Mother
had concealed / for Muttia Moodely in order to pay off the
Mortgage Debt to the said Comarasawmy Moodelly / and
part of the same being produced were deposited in a Room
under the Cast peoples Seal that the Value of the Effects so
produced were Two thousand and five hundred Pagodas and
the Appellant refused to bring the Remainder and that in the
interim one Chingleroy claiming to part of the said Effects —
Made a Complaint to Mr. Dent and procured his Seal to be
Affixed to the Door of the said Room — He has further
Demonstrated that Muttia Moodely being much prest
for the Money by the said Comarasawmy Moodelly was
Obliged to borrow the Sum of Two thousand Two hundred and
Seven Pagodas Twenty eight Fanams of Chambaham Nineapah
Moodelly to pay off the same — and give a new Mortgage
of the Abovementioned Bills of Sale and Bond to that —
Amount and being then urged by the said Tyneapa Moodelly
for the Money Muttia Moodely was further obliged to —
borrow the Sum of Two thousand Eight hundred and forty two

Pago

Pagodas Twenty Six Fanams of the Defendant to pay off the
Principal and Interest and Mortgaged the said Bills of Sale
and Bond — for payment of the same and at the same time
granted him a Mortgage Bond duly executed and Witnessed
He has further demonstrated that the Accounts Marked B and C
containing the detail of the Disbursements made by Muttia
Moodelly of all the money so borrowed are the true Copies
taken from the Original Account Book written in his own
Hand writing and that upon the Death of the said Muttia
Moodelly the Appellant become possessed of the said
Account Book which he approved of and read to —
Perumanam Arnachella Moodely — He has further —
Demonstrated that the Appellant broke off the Seals of
the Cast people and Mr. Dent in the Middle of the Night
after the Death of Muttia Moodelly and embezzled the
Effects sealed instead of Satisfying the Creditors — He has
further Demonstrated that the Appellant after the death of
Muttia Moodelly frequently promised to pay the Defendant
the Amount of the Mortgage Bond and removed from the
House that it might be sold for that purpose that the Appellant
Acknowledged the Debt also before Mr. Walker as well as

before

before Eyapontangell Vencatachela Modelly and Marupady Comarapa Modelly and that I was at the particular Request of the Appellant that the Defendant obtained Letters of Administration and put up the premisses for Sale and the same were fairly and publickly Sold for the Sum of Two thousand Pagodas to this Respondent who has an undoubted Right to the same and this Right is not done away in any respect whatever by any of the Charges or Testimony of the Appellant which — instead of being full clear and unequivocal as is intimated by the Appellant is altogether the reverse and full of Equivocations Evasions and Inconsistencies many of the Witnesses expressly contradicting in one part what they say in another and constantly contradicting one another in Numberless Instances which it would be easy to point out to this Honble Court were not this Respondent unwilling to encroach longer upon their time and could he suppose it Necessary after the plain detail of facts which he has stated and proved all of them strengthening and confirming the fairness of his Proceedings and the justness of his — Demand altho' one Circumstance must appear very strong upon reading the Appellant's Depositions that tho they —

evidently

evidently swear under a Legass against the Defendant Yet none of them pretended to deny the Debt being due to the Defendant and many of them fully allowed it to be due The Suggestion therefore of the appellant that Chellapah a Witness saying that he does not know that the appellant did ever acknowledge the Debt due to the Defendant has not Supported the Assertion of this Respondent in his answer that the appellant promised to pay off the Debt due to the Defendant and that Terumanam Arnachella Moodelly another Witness has not also Supported the further Assertion of this Respondent that the appellant read to the said Arnachella Moodelly the Accounts between Muttia Moodelly and the Defendant appears itself very absurd and can have no manner of Weight whatever because — Chellapa was not produced to prove the Debts being — Acknowledged by the appellant but to prove the Accounts and only Answered to the Debt being acknowledged because it happened to be part of the same Interrogatory nor was the name of Chellapa Mentioned in this Respondents Answer but that of Terumanum Arnachella Moodelly Who the in his Examination to that Interrogatory says that

not

not having the use of Light he could not Answer yet in the same Deposition to the last Interrogatory he positively Swears that one day he went to the Petitioners House and having desired him to Shew him the accounts of his Deceased Brother he took out the Account from the Beroo and read the Particulars mentioned therein so that he this Deponent recollects that a certain sum of Money was borrowed from the Defendant Ramalinga Moodelly in order to discharge the Debts contracted by his father Mallampachum Valoyda Moodelly and Subberoya Moodelly Deceased — which as the Appellant did not Object to is a Tacit implied Acknowledgement of the Debt and is confirmed by the Appellants repeated promise to pay it proved by Two other Witnesses the above named Eyapan-gangel Vencatasala Moodelly and Maruppadee Comra-pa Moodelly and this Acknowledgement before Mr. Walker and others of his being bound to pay the Defendants Debt This Respondent admits that Issue was joined — Publication passed and the other proceedings were had as is Stated by the Appellant and he also admits that upon hearing the Cause the Honble the Mayors Court was pleased to

Order.

Order that the Appellants petition should be dismissed with the Costs but this Respondent does by no means admit that the Appellant is in any respect thereby aggrieved for the Reasons Stated by the Appellant or on any other account whatever — and as a full and conclusive Answer to the first of the said Reasons which States — that as „Moodily had only a Right to half the Premises the „Mortgage of the whole must be considered as invalid" — This Respondent prays leave to reply that it is Clearly allowed by all parties that Valoyda Moodelly in his life time had the full possession of the whole premises and could have sold or Mortgaged the same as he pleased the Mortgage therefore made by him to Manambadoo Moodoo Modelly was good and continued so after his Death and being part of the Effects he left it Was also Assets in the hands of his Representative and Must be Applied towards payment of that as well as his other debts in the first place and after they were fully satisfied and not before the Remainder was to descend to those Intitled to it — Again the Reason first by the Appellant is not fairly put for Muttia Moodelly did not

execute

execute the Mortgage in his own Right as one of the sons of Valoyada Moodely and in consequence thereof entitled to one in two parts of his Estate but as the Representative of Valoyada Moodelly and consequently acting with the same authority as Valoyada Moodelly might have acted with had he been alive — and entitled thereby to the full and exclusive management and controul of his whole Estate and therefore the reason ought to have been put by the Appellant in this manner that as Muttia Moodelly as Representative of his father had only a right to half of his Estate therefore the mortgage of the whole could not be Valid — but it is plain that Muttia Moodelly as Representative of his father must be entitled to the whole or he could not represent his father but only half of him and therefore it follows by the simplest deductions of Reason that the Mortgage of the whole was Valid — and agreeably to this it is proved in the Depositions that Muttia Moodelly as the Representative of his father did sell and execute a Bill of Sale of a House and pieces of Ground to Pajapaty Eja and others the Validity of which has never been Disputed It is also proved that Muttia Moodelly executed

Executed Bonds for his fathers debts without the Appellant being required to join with him — and that the Appellant constantly declared himself and was considered by others Not to be liable by the Custom of the Cast it is also proved that Muttia Moodelly as eldest son was alone entitled to represent his father and that the youngest son by the same Custom had nothing to do with it because he was the Younger son but still less in the present case because he was a Minor It is also proved in the fullest manner that the Money borrowed by Muttia Moodelly was honestly and fairly applied to the Payment of his fathers debts so that if it had not been borrowed the Debts would have remained unpaid and as consequently they must then have been paid by the Appellant it is a matter of Indifference to whom they are paid and unfair and unjust in him to refuse or delay the Payment — It is still more so because by the custom of the Natives in India a Brother is liable for his Brothers debts even if he never received any Estate from him and therefore the appellant is liable for Muttias Debts but how much more so when such Debts were contracted for the Payment of his fathers debts and as his Representative and when

When the Property Mortgaged is but a Smalls part of the Estate the appellant has receved by the Death of his father as well as his Brother, — The appellant is indeed himself Not Satisfied that this Reason can be of any use and therefore he urges a second Reason and says that no other Estate could pass to the Defendant as Administrator than his intestate Brother Mattia Moodelly himself possessed But it is Already proved that his Intestate Brother Mattia Moodely possessed the whole and exclusive Right over the premisses and therefore his Administrator must necessarily possess the same Right — It is also proved that the Administration was obtained at the Request and with the intire Approbation of the Appellant the Administration being once Obtained it became his duty as an Administrator to collect in the Effects and dispose of them in order to pay the debts and otherwise to perform the Trust Committed to him by the Court and for which he became bound himself and also gave two other Securities — upon entering upon this Trust which he had thus Obliged himself faithfully to perform and which he had undertaken at the Request of the Appellant it becaise his duty to

Satisfy

Satisfy this Mortgage debt which Mattia had contracted for payment of his fathers Debts — No effects come to his hands to do it with but the Mortgaged premisses for tho the Appellant had other effects he refused to part with them for that purpose / and therefore it became his Duty to sell them for that purpose he did so by publick Outcry at which the Appellant was present and this Respondent bid for them fair and reasonable price and having Satisfied the Administrator who gave him a Bill of Sale of the Premisses Nothing can be made Regular than his Title — It is totally foreign to the Question to say that the Administration could not sell unless Mattia Moodelly could sell or Mortgage because the fact is that Mattia Moodelly did Sell the House and pieces of Grounds to Gajaputy Eya and others and as to Mortgaging he Mortgaged the very premisses Now in question several times and the present is the third that he executed — he had the same controul over every part of his fathers Estate as his father had and then parts that he appropriated to any particular purpose remain appropriated and administered to that

purpose

Purpose and become Vested in his Administrator to every interest and purpose whatsoever so that this Respondent admits what the Appellant says that no other or greater Estate passed to his Administrator than what was passed by Muttia Moodely but exactly the same and as therefore the deceased could have sold the Mortgage Premises in his lifetime for payment of his fathers debts and did in fact mortgage them so could the Administrator after his decease. —

This second Reason therefore being equally ill founded the Appellant suggests a third — and says that as the premisses were the property of Valayada Moodely it was encumbent on Muttia Moodelly to prove that his father died in Debt and that he Mortgaged the premises for payment of those Debts but surely this is fully and sufficiently proved by Many different Witnesses produced by this Respondent and is even admitted by several of the Witnesses produced by the Appellant and not denied by any and the Several Items of the Debt and how the same accrued is also particularly and fully explained by the Account Current

Marked

Marked B and C exhibited in the Cause so that nothing can be plainer than the Existence of the Debt from Valayada Moodely's Estate and then According to the Appellants own Account of the Matter Muttia Moodely had sufficient Right in him to make the Mortgage to Defendant and the Defendant as Administrator to Sell to this Respondent —

Again as little Satisfied with this third Reason as with the Two preceeding ones the Appellant starts a fourth Suggestion and says that According to the Custom of the Cast no Mortgage of any Paternal Estates can be made even to pay the Debts of the father by one Son — Without the consent of the other Son and therefore in the present Instance Muttia Moodelly could not Mortgage Without the Consent of the Appellant but the Custom of Paternal Estates and the Laws regulating their disposal is by no mean as represented by the Appellant it is totally the Reverse The first principle that appears in the Laws of Inheritance among the Natives and to which every subsequent disposal is made subject is the faithfull and honest discharge of the Family Debts — This Idea is carried so far and so anxious are the Laws to enforce this

Duty

Duty that not only the son is made liable for the Debts of the father even when no Estate descends to him but the Brother is also held liable for the Debts of the Brother in the same Situation and the father for the Debts of the Son from whom he could not be expected to derive any Estate — Another Law respecting the descent of the property is that the Eldest son succeeds to all the Rights of his father upon his decease — here is the source from whence all the family Exegencies are to be Supplied and all their debts are to be Satisfied and of course he cannot supply these Exegencies without the Estate to do it With — he cant pay unless he also receives — By the Law therefore of the Country the eldest son is thus upon his fathers Death to have the Care and disposal of his fathers estate and the first use he is to make of it is to pay his fathers Debts before he has done this no devision can take place because till they are paid it cant be known what will remain to be devided — The Debts being paid a devision may take place and after such devision it is true as the Appellant says that the Eldest Son cant Mortgage the premises without the Consent of the other son because the Debts being paid and the Estates devided they then become possessed in their Respective individual Right of such effects as are deviseable and Vested in equal Shares of such as are indeviseable and therefore in that case the one son cant mortgage such indevesible property without the consent of the other but the fathers debts in the present case remaining unsatisfied and the Estate undevided the whole remains Vested in the Eldest son who is the sole Representative of the family and can Mortgage or Sell the Estate and effects belonging to it as he thinks proper such Appears by the Depositions in the Cause to have been clearly proved to be the Law of India and it is in many Respects Similar to the Law of England — In India where every Man is supposed to die intestate his eldest Son is by Law Appointed his Administrator In England where he is not supposed to die intestate the Courts of Law when it happens Appoint an Administrator — but the Administrators once Appointed their powers are exactly similar — the Administrator in England as the Eldest son in India has the Entire and Exclusive disposal of the Intestates Effects and the payment of his Debts and when they are all paid and

And not till then can any of his Relations claim the Shire they are entitled to or do Away or controvert any of his Acts — the Sale or Mortgage of the Effects is among these Acts and therefore both by the Laws of England as well as of India must be in every Respect legal — Notwithstanding all this if the Appellant should still continue Obstenate in his own Suggestion this Respondent says that he has already proved by the Evidence of Several Witnesses that the Appellant having consented to the Mortgage made to the Defendant repeatedly promised to pay off that Mortgage Debt and acknowledged the same before them —

The Appellant therefore has no pretence to say either that Muttia Moodelly had not a Right to Mortgage the Premises in question or that his Administrator did not Acquire an equal Right that the Appellants Father did not die in Debt or that by the Custom of the East the Appellants Consent was necessary to the Mortgage and he has as little pretence to say What is his Fifth Objection that the mode of proceeding Adopted by the Defendant has been collusive or unfair for this

This Respondent says and insists that when he Obtained the Letters of Administration it became his Duty to sell the Effects in order to pay the Debts of the Estate and render a faithful Account of the trust committed to him — The principal part of these Effects Was the Premises in Question the Sale of which he regularly advertised and put up at Public Outcry and this Respondent having bid a fair and reasonable price for the same he was declared in the presence of all the Persons who attended the Sale to be the highest Bidder and consequently the Purchaser of the Premises — Soon after the Sale this Respondent paid or satisfied unto the Defendant the purchase Money of the House being the Sum of Two Thousand Pagodas and a fair and reasonable Value for the same and the Defendant in performance of his Duty entered into a Written Engagement to deliver up Possession of the premises on a certain day which being past and the possession of the House not given up to this Respondent he brought his Bill to be put in possession thereof to which the Defendant in conformity to the Summons Appeared but not having any answer to put in that could in

in any respect avail him It Was his Duty not to put in any Answer whatever and thereupon the Court of Course Granted the Decree in question to prevent the Efficacy of this Decree the Appellant filed a petition stating his Right to the Premisses which after hearing all the Evidence he could produce and the fullest Investigation of his pretensions the Honble the Mayors Court was pleased to overrule and thereby declared that the Appellants Petition and Proceedings and not this Respondents was not deserving of any countenance in a Court of Justice — This Respondent therefore denies that the Proceeding of the Defendant either in the present Suit or in any other Transaction that this Respondent knows of with the Appellant has been collusive or unfair but fair Equitable and just as well appear upon the face of the papers and the Many Depositions of different Witnesses in Support thereof and this Respondent also says that even admitting that the Defendant meant by his Proceedings in the Honble the Mayors Court that the pretended Right of the Appellant to the Premisses should be examined into and determined yet this was

no

no way injurious to the Appellant who had a fair opportunity of asserting and Supporting his pretentions if they could have been Supported and is moreover in the strictest conformity with the Courts at Westminster Hall where the suits of those litigious Gentlemen Messrs Richard Roe and John Doe and their mutual Complaints of the forcible Invasions of Each others pretended property with sticks Staves and so forth are as well received and listened to with as much gravity and as great an anxiety to redress their Injuries as the most Respectable names in the Kingdom and this is done with the most benevolent purpose the Settling at an Easy Expence of time and Money the Right of Individuals to Real property which could not otherwise be so well determined and so little have the Judges there considered those proceedings tho professedly fictitious as collusive or unfair that such an Objection would be immediately laughed at and they would say at once that the party who seek Substantial Justice from us must Support his Suit upon its own Intrinsic merits and not rely upon what he may suppose an Informality in the Proceedings of his opponent — This Respondent therefore

prays

prays that the Petitioners Petition of Appeal may be dismissed With Examplary Costs and that the Decree of the Honble the Mayors Court may be confirmed by ordering the immediate Delivery of the Premises and the Rent of the House or Interest for the purchase Money from the first February One thousand Seven hundred and Eighty Six being the day on which this Respondent was to have possession of the Premises until he is put in possession thereof.—

And this Respondent as in Duty Bound Shall Ever Pray

Peter Walker
/Signed/ James S. Hall
Sol.rs for Respt.

Court

Court of Appeals
at
Madraspatnam

Saturday the 3d day of December Anno Domini 1791

Between Manapaukum Shunmoo-garoy Moodelliar of Madras Inhabitant Appellant and Sadras Saramasera Moodelliar also of the same place Inhabitant Respondent.—

This Cause coming on this day to be heard and debated before this Court by the Attorneys on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together With the Order of the said Court given in this Cause on Saturday the 8th day of November Anno Domini 1788 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 Order of the Honble the Mayors Court do

Stand

Stand affirmed and that the Appellants petition be hence
Dismissed with Costs. —

Thur

/ Signed / Chas. N. Whites
Clk

To the Kings most Excellent Majesty in Council

In the Matter of the Petition of Manapau-
-hum Thummogaroy Moodeliar Petitioner
and Sadras Paramaseva Moodeliar
Respondent in the Cause of the said Sadras
Complainant and Poosvereandoo Ramaling moodeliar
Paramaseva Moodeliar Administrator of
all and Singular the Goods Chattles
Rights and Credits of Malyambaukum
Mooliah Moodeliar Deceased Defendant

The Humble Petition and Appeal of the above
Named Petitioner, —

Sheweth,

That the said Complainant did sometime in the
Month of May in the Year of Christ One Thousand Seven hundred
Filed in my office the 16th December 1784 / Chas N. White Clk
and Eighty Six file his Bill of Complaint in the Mayors Court at
Madraspatnam Against the said Defendant to deliver up
possession of a Certain House and Ground Situate lying and
being in the Black Town of Madras at Peddah Naicko Pettah

in

in Charles Street between the Houses of Ameerambadoo Condapah Moodelly and the said Teersovercaudo Ramalinga Moodeliar And the said Defendant having by his Attorney Appeared thereunto and the usual Rules having Issued for him to Answer the Complainants Bill which he Neglected to do the said Mayors Court were pleased on the Thirteenth day of June in the said Year to pass a Decree in favor of the Complainant Ordering and Decreeing that the Defendant should deliver up unto the Complainant the said House and Ground together with the premises thereunto belonging and the Term of fourteen days Allowed by his Majestys Charter having elapsed Without the said Defendant Satisfying the said Decree of the said Mayors Court or Appealing therefrom the said Mayors Court was pleased on the Twenty Seventh day of the said Month of June to Grant a Writ of Execution against the said Defendant Directed to the Sheriff of Fort St. George Town of Madraspat=nam and the Districts thereof requiring and Commanding him the said Sheriff to Seize upon and deliver possession of the said House and Ground and the premises thereunto belonging unto the said Complainant by Virtue of which

said

said Writ of Execution he the said Sheriff did Seize upon the House and Ground aforesaid which was in fact the property of your Petitioner and he still possess and Enjoy whereupon your Petitioner did file a Petition in the said Mayors Court to restrain the Sheriff from Proceeding under the said Writ of Execution in which said Petition your Petitioner did state that your petitioners father Manampauthum Vellaya=da Moodeliar was in his life time and at the time of his Death possessed of Certain Lands and Tenements and other property to a Considerable Amount Among which the premises in Question were a part That the said Vellayada Moodelly ar some time in the Year One thousand Seven Hundred and Eighty Two Died Intestate leaving Two Sons /to Wit/ Manupachum Mootiah Moodeliar and Manupauchum Shunmogaroya Moodeliar your Petitioner that after the Death of the said Manupauchum Vellayada Moodeliar Your Petitioner had the sole and Entire Management of his said Estate That your Petitioner was in the Management of the said Estate untill Six Months or thereabouts after the Death of your Petitioners said father Manapauchum Vellaya=da Moodelly ar that the said Mootia Moodeliar Applied

to

to your Petitioner to deliver up to him possession of the said Estate giving as a Reason that he had a Right to keep Possession of the Estate which your Petitioner refused and in Consequence thereof he made a Complaint to a Creditable person on your Petitioners Cast who sent for your Petitioners and upon your Petitioners declaring to him the intentions of the said Mootiah Moodelyars of Squandering the Family Estate the said Mootiah Person thereupon advised of your Petitioner and the said Mootiah Moodeliar as a Means Most eligible to put a Stop to all Disputes to choose two persons as mediators and to devide the Family Estate and that in the interim your Petitioner as well as the said Mootiah Moodeliar should deposit all such parts of the Estate as were in their hands in a Room in order that the Mediators Might devide the same to Which the parties accordingly Agreed and your Petitioner in order to prove to the Satisfaction of the Mayors Court his Right and Title to the Premises so seized under the said Writ of Execution and that the Defendant could not have any legal Right to sell the House in Question as administrator of Manapauthum Mootiah Moodeliar the Bill of Sale being in the Name of Vellayada Moodeliar Your Petr

Stated

Stated the fraudulent Manner in Which the Bill of Sale had originally come into the Hands of the said Defendant And the Several injuries suffered by your Petitioner in Consequence of the Collusion between the Complainant and Defendant as well as the other persons who had Combined and Confederate to deliver your Petitioner of his Family Inheritance the particulars whereof your Petitioner prays Leave to Recite to your Most Excellent Majesty in Council as follows — To wit —

Your Petitioners father Manau-
= pauthum Veloyadah Moodeliar had three Sons Coobaray Moodeliar Mootiah Moodeliar and your Petitioner — the Eldest of whom Coubroyah Moodeliar Was employed under Gideon Firth Esquire Import Warehouse Keeper of Fort St. George in the Service of the United Company of Merchants of England Trading to the East Indies as Principal Concopoly or Accountant in that Department and after having enjoyed that Employ for some time departed this life and was succeeded therein by one Manambadoo Moodoo Moodeliar who on Examining the Accounts thereof perceived that a deficiency of Six thousand Pagodas Appeared in the Books of the said Employ which deficiency

your

Your Petitioners Father the said Manaupaukum Vellay-
-da Moodeliar was called upon to make good to Which he
consented and in order to satisfy the said Manambadoo
Moodoo Moodeliar until he should discharge the said
deficiency your Petitioners said Father soon after paid to
the said Manambadoo Moodoo Moodeliar the Sum of Five-
-Thousand and five hundred Pagodas and only the Sum of
Five hundred Pagodas Remained due or unpaid when
your Petitioners said Father Departed this life that after
the Death of his said Father he offered to pay the said
Manambadoo Moodoo Moodeliar the said Balance of
five hundred Pagodas which he Refused to to Accept unless
your Petitioner would pay him the accruing Interest on
the said Sum Amounting nearly to Three hundred and
fifty pagodas which your Petitioner Refused as incustom
and unprecedented and on the said Manambadoo Moodoo
Moodeliar continuing obstinate in his Requisition of the
Interest several friends of your Petitioner perceiving the
Impropriety of the Demand went to the Chief of the Import
Ware house and were about to Obtain the said Bill of Sale
upon payment of the said Balance of five hundred Pago-
-das principal

Principal Money when your Petitioners said Brother Manambau-
-thum Mootiah Moodeliar by the Advice and and Assistance
of the Non Defendant in a Collusive Manner went to the
said Manambadoo Moodoo Moodeliar and paid him the
Balance and Received the said Bill of Sale and made out a
Collusive Mortgage in the Name of the Non Defendant with
a View of Wronging your Petitioner of his Share in the said
House and Premisses as Joint Heir with him to the Estate
and Effects of their Father the said Manambauthum Velaya-
-da Moodeliar deceased in Whose Name the Bill of Sale
of the House and Premisses in Question is made, — That some
time after Granting the aforesaid Collusive Mortgage the said
Mootiah Moodeliar Departed this life Intestate and the
said Defendant some time after Obtained Letters of
Administration to the Estate of the said Mootiah Moodeliar
as a Bond Debtor to the Deceased. —

That under and by Virtue of the
said Letters of Administration the said Defendant did on the
fourteenth day of December One thousand Seven hundred and
Eighty five cause an Advertisement to be affixed at the
Door of the House now in question advertiseing the same for
Sale

sale on the Twenty first day of the said Month.—

That your Petitioner immediately after applied to a Notary Public and caused a Protest to be served on the Defendant but the said Defendant regardless of the said Protest did on the day appointed in the said Advertisement cause sale to be made of the said House and premises and it was sold to the now Complainant.—

That the said Defendant the more to injure your Petitioner and to carry his evil designs into Execution caused the Complainant to Sue him the Defendant as Administrator of Mootiah Moodeliar upon and by Virtue of an Agreement granted by the Defendant to the Complainant for delivery of the possession of the House and Premises now in Question to which Bill of Complaint the Defendant appeared by his Attorney and after the several Rules issued for Answering he suffered Judgement to pass by default and an Execution issued as aforesaid to deliver possession to the Complainant — your Petitioner stated the above particulars in his Petition to the Mayors Court and urged that the whole was calculated solely to defraud your Petitioner of his right because

Admitting

Admitting that your Petitioners father died much indebted which was not the Case Yet no Mortgage of any part of his Estate could take place even to pay debts Without the Joint Consent of his Two Sons to Wit your Petitioner and the said Mootiah Moodeliar and that therefore the pretended Mortgage made by the said Mootiah Moodeliar was defective because made Without the Consent of your Petitioner and further that the said Ramalingah Moodeliar did not Acquire any additional or better right by being Administrator to the said Mootiah Moodeliar for what never was a property in him never could be a property in his Administrator and that therefore any right to sell and dispose of the premises in question as they had not he had not been the Property of the said Mootiah Moodeliar in his lifetime but constituted part of the Estate of their father the said Manampauthum Vellayada Moodeliar Deceased and that your Petitioner had an undoubted right to one half part as one of the Two Sons of the said Deceased and your Petitioner did therefore pray that under the above Circumstances the said Writ of Execution might be Superseded so far as related to the delivery of the said House and Ground to the Complainant and that your Petitioner might have quiet and peaceable possession thereof.—

That

That on the Sixteenth day of October in
the said year of Christ One thousand Seven hundred and Eighty
Six the said Sadras Paramasewa Moodeliar the Complainant
in the above Cause did file his answer to the said Petition in
Which he made use of every insinuation and Suggestion
to do away the facts stated in your Petitioners Petition
And to prove that the said Mootiah Moodeliar was the
Manager of his Fathers Estate and not your Petitioner
that he mortgaged the Bill of Sale of the premises in
question to pay off his said fathers Debts that it was
a good real Security in the Hands of the said Ramalinga
Moodeliar who he pretended had lent the Sum of Two
thousand seven hundred Pagodas on a Mortgage of it
And that therefore the Sale of the same to him the said
Sadras Paramasewa Moodeliar and the Agreement given
by the said Ramalinga Moodeliar was a fair and
legal Sale and Agreement and that he ought to have
possession as a Bonafide Purchaser for a Valuable
Consideration and further that the Consent of your Petitioner
Was not Necessary in order to effect a good Mortgage
of the Premises in question your Petitioner most humbly

Sheweth

Sheweth that Issue having Joined on the said Petition and
Answer several Witnesses were Examined on both sides and
your Petitioner did fully prove and entirely support every
part of his said Petition for he proved that he was the manager
of his Fathers Estate he proved that his father did not die
in Debt on the Contrary that he left a Considerable property
behind him that Mootiah Moodeliar had in fact received
More Money than was necessary to defray the funeral
Ceremonies of his father and any other trifling demands
which there might have been and that therefore the
Money borrowed by your Petitioners Brother the said
Manambaukum Mootiah Moodeliar from the said
Ramalinga Moodeliar was not nor could not have been
to pay his fathers debts but to contribute to his own
Extravagance that according to the Custom of the Cast the
Estate should have been devided and that no Mortgage
by the said Mootiah Moodeliar of the paternal Estate
Was good unless the Consent of your Petitioner was obtained
He further proved that when some other part of the
Paternal Estate had been Sold that the said Mootiah
Moodeliar did ask his Consent previous to Such Sale and

that

that he never did acquiesce in the Mortgage of the said Premisses in question or to the Subsequent Sale of the same to the Complainant and did fully refute and set aside several unwarrantable Assertions of the said Complainant in his said Answer and produced a body of full clear unequivocal Evidence to corroborate every part of his said Petition and your Petitioner further Sheweth that the Witnesses on the part of the Respondent did not support the Answer in some of its most material Points for the Respondent in his said answer asserted that your Petitioner had promised to pay off the Debts stated to be due by his father at his Death whereas one of his Witnesses Chellapah Moodelly says he does not know that your Petitioner did acknowledge that the said Debt was due of course your Petitioner could not have promised to pay a Debt the truth of which he doubted in like manner the Respondent says that your Petitioner read over the Accounts between his deceased Brother Mootiah Moodeliar and the said Ramalinga Moodeliar to a person of the Name of Tremanum Arnachellum and declared them to be Just but the Deposition of the said Tremanum Arnachellum does not support the said Assertion in any Respect and in several other

other Points the Evidence on the part of the said Respondent is uncertain Vague and Contradictory your Petitioner most humbly Sheweth to your Most Excellent Majesty in Council that Publication having passed on the above Proceedings the said matter was set down for hearing and did come on to be heard and was heard on Saturday the fifteenth day of November in the year of Christ One thousand Seven hundred and eighty eight when the said Mayors Court were pleased to Order and did Accordingly order that your Petitioners said Petition be dismissed with Costs —

From which said order of the Mayors Court your Petitioner did appeal to the Honble the Court of Appeals at Madras as he conceived the said Order of the Mayors Court to be erroneous and contrary to the Principles of Substantial Justice for the following among other Reasons —

First Because the said does not in any manner appear that Mootiah Moodeliar ever had a right to any more than one half of the Premisses in question so the Mortgage granted by him the whole must be considered as unjust and Invalid —

Second

Second ..... Because no greater or other Estate
Was given to Ramalinga Moodeliar the Administrator
of Mootiah Moodeliar than What was possessed by the deceased
in his life time and that therefore if the Deceased could not
have sold or Mortgaged the Premises in his lifetime neither
could his Administrator after his Decease. —

Third ..... Because it being admitted that the premises
in question were the property of Vellayada Moodeliar deceased
it was incumbent on Mootiah Moodeliar to have fully proved
that his said father had died in debts which he hath not
done and that he Mortgaged the said Premises to pay those
Debts and for no other purposes before he granted or
executed any Mortgage. —

Fourth ..... Because it being proved that according
to the Custom of Cast to which your Petitioner and the said
Mootiah Moodeliar belong no Mortgage of any Paternal
Estate can be made even to pay the debts of the Deceased
by one Son Without the Consent of the others therefore the
Mortgage made by Mootiah Moodeliar Without the

knowledge

knowledge privity or Consent of his Brother your Petitioner
cannot be considered as legal as this is not only consistent with
such Custom but with reason otherwise any Son Managing
the Concerns and Estate of his Deceased Father Might take
up and borrow large Sums of Money under the pretext of paying
his Fathers Debts to the ruin and Detriment of the other
Sons. —

Fifth ..... Because Ramalinga Moodeliar
having as an Administrator suffered a Judgement to go
against him by Default affords your Petitioner very
Reasonable Grounds to Suspect the Whole of the Transaction
to be Collusive and unfair and as such not deserving any
Countenance in a Court of Justice. —

To which said Petition and Appeal the
Respondent did put in his Answer setting forth many false
evasive and Groundless Matters and things Which your
Petitioner did not, not doth by any means admit as your Petr.
Most humbly prays leave to observe to your Majesty in Council
that by the face of the said Answer and by the other
Proceedings on the part of the Respondent both in the
Mayors Court and Court of Appeals at Madras patnam it —

evidently

evidently appears that the Respondent and the Defendant Combined together and contrived every unfair means to Wrong and deprive your Petitioner of his Hereditary Right

Your Petitioner further Sheweth that his said Petition and Appeal and the Answer of the said Respondent came on to be heard and determined on the third day of this Instant December by the said Court of Appeals who thought proper to Confirm the Decree of the said Mayors Court with Costs of Suit in the said Court of Appeals to be paid by your Petitioner all which will More fully and at large Appear by reference to the several Proceedings had in the above matter in the said Mayors Court and Court of Appeals to which said several proceedings and to each of them respectively your Petitioner prays leave to Refer and to have such full ample Benefit of them and of each of them as if they and each of them were herein before fully Stated and set forth and made part of this Appeal —

From which said Decree of the said Mayors Court and Court of Appeals your Petitioner most humbly Appeals to your Most Excellent Majesty in Council for the reasons Assigned in your Petitioners said Appeal to the Court of Appeals and for the following among other Reasons —

First Because it appears by the Evidence of Ayaloore Moodoo Moodeliar and Ramen that your Petitioner had been in the possession or management of the Estate his father above three years previous to his Death and continued so till some time after his Death when he was disturbed or interrupted in such managements by his said Brother Manambaukum Mootiah Moodeliar and the reason for his being so disturbed or interrupted was that his said Brother had then in Contemplation to devide the Family Estate, —

From which Evidence it appears that the Manage of your Petitioner was no impediment to his having the Active Management of the family property Notwithstanding he had an Elder Brother the said Manambaukum Mootiah Moodeliar, —

Second Because, it appears by the Evidence of the said Ramen that your Petitioner refused to deliver the family Estate to his said Brother Manaupakum Mootiah Moodeliar

Moodeliar as the family Estate ought first to be devided they being born of different Mothers tho of the same father and it appears also by the said Evidence that Arbitrators had been chosen to settle the said dispute and it also appears by the evidence of Poondamaly Iyah Moodeliar one of the Arbitrators that the family dispute was not settled whence your Petitioner shews that the said Defendant Ramalingan acted fraudulently in taking the Mortgage of the family house in question while he was conscious that no division of the Family estate had been made and that till it was made Nanambaukum Mootiah Moodeliar could not make a good title — without the Assent of your Petitioner, —

Third, ... Because it appears by the Evidence of the said Ramier and Cowar Pery Iyah Moodelly that the Defendant from interested motives Joined with your Petitioners said Brother in obtaining the said Bill of Sale from Nanambadoo Moodoo Moodeliar and that your Petitioners Brother was ever afterwards to the time of his Death in the Defendants House whence the — Collusion between them is the more manifest. —

Fourth, ... Because by their Evidence as well as by the Evidence of Natchapah Moodeliar Verdarajah Moodelyar and Mooto Comarapen Moodeliar no Bill of Sale or Mortgage of the family Property was valid without your Petitioners Concurrence tho a Minor. —

Fifth ..... Because by the Evidence of the said Ayaloor Moodoo Moodeliar it appears that your Petitioners brother had no occasion to Mortgage the family property to pay the Debts of your Petitioners father for without such aid he had collected about four thousand Pagodas and paid only two thousand two hundred and fifty for account of the Debts Family Expences and funeral Charges of your Petitioners father and therefore leaved a Balance to the Estate of your Petitioners father whence it is proved that the pretence of the Complainant that your Petitioners Brother had made the Mortgage in question to pay the Debts of their father is not true —

Sixth, ... Because from the Evidence of Collatoor Mootoo Moodelyar

Comarapan Moodelyar Natchapah Moodeliar and Verdarajah Moodeliar Heads of the same Cast with the defendant and your Petitioner that your Petitioner is intitled to one half of the Real and personal Estate that it is not Customary with their Cast in cases where there are two Brothers by different Mothers to sell or Mortgage the family property without the Consent of both even tho one by only fifteen or Sixteen Years and that any Sale or Mortgage so made would be set a side and declared Null and Void — and that it Was very improper of the Defendant who must have known the Dispute between your Petitioner and the said Brother to lend any money to the latter on a Mortgage of the family property without acquainting the former thereof. —

Seventh, Because it appears by the Evidence of the said Ayaloor Moodoo Moodeliar and Ramier that when your Petitioners said Brother wanted to sell two other houses he applied to your Petitioner for consent who gave his Consent accordingly without which consent your Petitioners Brother could not have sold the said premises

Eighth, Because the Bill of Sale in Question being in the name of Manaupakum Veloyadah Moodeliar your Petitioners said father no Sale thereof can be good without a previous Administration to his Estate which has not been obtained to this hour —

For all which reasons and such others as may be offered at the hearing your Petitioner Most humbly prays that your Most Excellent Majesty in Council May be pleased to Reverse the said Several Decrees of the Mayors Court and Court of Appeals at Madras and that your Petitioner may be Decreed the Right and Title to the said House and Premises as the property of your petitioners father to whom your Petitioner is Right heir and that the Complainant may pay all Costs in this Cause, —

/Signed/ Stephen Popham
Solicitor for appellant —

Court,

Court of Appeals
at
Madraspatnam } Saturday the 3d day of December
Anno Domini 1791

Between Manapaukum Shunmoga-
=roy Moodelliar of Madras Inhabitant Appellant
and Sadras Paramasiva Moodelliar also of
the same place Inhabitant Respondent.

This Cause coming on this day to be heard and
debated before this Court by the Attornies on both sides upon hearing
the Petition of Appeal and answers and the several Exhibits of the
Honble the Mayors Court together with the Order of the said
Court given in this Cause on Saturday the 8th day of November
Anno Domini 1788 upon due Consideration had of
the Matters therein severally contained and of the Pleadings
and Arguments used by the Attornies on both sides This Court
doth think fit to Order and Decree and doth accordingly Order
and Decree that the said Order of the Honble the Mayors Court aforesaid
affirmed and that the Appellants Petition be hence dismissed
With Costs. —

By Cur / Signed / Chas. H. White
Clk.

To the Honble Major General
Sir Archibald Campbell K.B.
President in Council
Fort St. George

In the Honble the
Court of Appeals

Between Taundy Naucharamah
of Madras Inhabitant by her Attorney
Leopold de Atayde of the same place
Inhabitant Complainants and Neely Dawsery
Chitty of Madras aforesaid Merchant —
Defendant. —

The Humble Petition and Appeal of the above
Named Neely Dawsery Chitty
Sheweth

That the above Named Complainants did on or
about the Twenty Eighth day of March which was in the year
of our Lord one thousand Seven Hundred and Eighty Six
Exhibit a Bill of Complaint in the Honble the Mayors Court at
Madras

Filed in my office
the 1st December 1788
Chas. H White Clk

Madraspatnam against your Petitioner for the Recovery of the Sum of Two hundred and Eighty Nine Star Pagodas Seven fanams and Thirty Cash Charged to be due by your Petitioner on Account of his having received as was falsely stated Sundry Jewells thro the Means of one Merayaloo Condapah Chitty — To which said Bill of Emplaint your Petitioner did on or about the thirtieth day of May in the aforesaid year file his Answer denying to stand indebted unto the Complai- -nants in Manner as the same is Charged in his said Bill of Complaint or in any other Sum or Sums of Money whatsoever and your Petitioner did further in his Answer set forth that he was totally ignorant of any Transactions which — Might have passed between the Complainant and your — Petitioners said Son Vencatachellum / since deceased / Who was the Person stated to have signed the Agree- -ment Copy of the Translation whereof is annexed to the Complainants Bill of Complaint and that your Petitioner did not nor did any person or persons to his knowledge for his Account or by his Consent receive any Jewels or other Articles from the said Meeraloo Condapah Chitty for account of the said Complainant nor from any other person or

or persons whomsoever nor was the said Agreement Signed or drawn by your petitioners Consent as is Charged in the said Bill of Complaint and in the Agreement thereunto annexed — And your petitioner did further set forth that he had reason to believe that the present Suit must have been brought by the Complainant against your Petitioner merely from a Litigious Spirit in the Complainant and with a View to injure your Petitioner To which said Answer the Complainant did by her said Attorney Leopold de Aloyde file her — Replication wherein among other things she insisted that the Jewells mentioned in the said Bill of Complaint were given and delivered to your Petitioner by the said Meerayaloo Condapah Chitty and that the same were in the possession of your Petitioner and that the said Agreement was drawn out and Signed by the Consent of your Petitioner — To which said Replication your Petitioner filed his Rejoinder and did therein among other things insist that your Petitioner did not receive any Jewells or other Articles from the said Meerayaloo Condapah Chitty for Account of the Complainant and that your Petitioner was quite a Stranger to the Transaction that was charged to have passed —

Between

Between the Complainant and your Petitioners son Venkata=
=chellum and that the said Agreement was not drawn by
your Petitioners consent as is therein falsely stated — your
Petitioner did further in his said Rejoinder set forth that his
Son Venkatachellum never had your petitioners Authority for
transacting business or Signing any paper in his Name
or for his Account your Petitioner Sheweth that upon the
Above proceedings Issue was Joined and Witnesses Examined
Afterwhich publication passed and the Cause was set down
for hearing and the same came on to be heard by and before
the said Mayors Court on Tuesday the Eighteenth day of
November last past when the said Court did think proper
to Order and Decree and did Accordingly Order and Decree
that your Petitioner should pay unto the Complainant the
Aforesaid Sum of Two hundred and Eighty Nine Star Pags
Seven Fanams and thirty Cash together with all such Interest
as then Was or should Hereafter become due thereon until full
payment is made also all Costs of the Suit Whereupon Mr
Alderman Ross dissented from the said Decree as by the said
Decree and dissent Herewith lodged for the Inspection of this
Hon'ble

Hon'ble Court of appeals and prayed by your Petitioner to be taken
as part of this his Petition and appeal may appear —

From which said Decree of the Mayors
Court your Petitioner doth appeal to this Hon'ble Court as he
conceives the same Erroneous and that your Petitioner is much
Aggrieved thereby for the following among other Reasons —

First ..... Because the Agreement in question if in every
other respect formal and Valid is not in Law Assignable
being a "Chose in action"

Secondly ..... Because the said Agreement which is the
Foundation of the Suit is given to Meeralah Cundapah and the
Penalty is in his favor and not in the Complainant Taudy
Naucharamah notwithstanding which there does not appear
any deed of Assignment or other Authority from the said
Meeralah Cundapah to Taudy Naucharamah Whereby
she would be entitled to Sue your Petitioner. —

Thirdly ..... Because the Witnesses to the Agreement
as well as the person who drew it Swear that your Petitioner
did

did give any Instructions to his Son Vencatachellum to Sign for him; —

Fourthly. Because the Testimony of those Witnesses who were privy to the Transactions cannot as your Petitioner humbly conceives be done away by any crowd of Testimony who were not present at the Writing or executing the Agreement in Question and it is therefore as well as from the general Complexion of the Suit to be inforced that the Complainant has managed to Support by Sactitious Evidence what he could not establish from the face of the Agreement or the Testimony of those who drew or Witnessed it. —

Fifthly. Because from the lapse of time from the date of the Agreement to the bringing the present Action being near four years it is to be presumed the Complainant did not choose to risk the Cause while your Petitioners Son was living especially as it is well known that your Petitioner never delegated to his said Son any general Authority to sign for him and that as to the Transaction in question his said Son would have proved that his Father Was totally uninformed thereof. —

Sixthly

Sixthly. Because it Would be greatly prejudicial to the Security of Written Documents if their Effect could be done away by any Oral Testimony — and in the present Case the said doctrine if admitted operates entirely in favor of Your Petitioner who from the Wording of the Agreement and from the evidence of those who drew and Witnessed it is entirely uninformed of and therefore unconnected with the Transaction. —

For which Reasons and such others as may be offered at the Hearing your Petitioner most humbly prays that the said decree of the said Mayors Court may be reversed With Costs to be paid by the Complainant —

/Signed/ Stephen Popham
attorney for appellt.

Mayors Court

Mayors Court
at
Madraspatnam } Tuesday the 8th day of November
Anno Domini 1788—

L.L.

Present

Edward Garrow Esqr. Mayor
Sir John Menzies — Andrew Ross
and Robert Milford

Aldermen

Between Laundy Nauchaurvamah
of Madras Inhabetant Widow by
her Attorney Leopold de Aleyde
also of the same place Inhabetant
Complainant and Seely Dawsey
Chitty of the same place Merchant
Defendant. —

This Cause Coming on to be Heard and Debated this day in the presence of the Attornies on both sides and Reading the Complainants Bill with Copies of four Exhibits annexed the Complainants Affidavit the Defendts Answer. The Replication with Copies of three Exhibits Marked With Letter A B & C annexed the Rejoinder The Interrogatories and Depositions on the part of the Complainant with Exhibits and Cadjans Marked A. B. and C. The Interrogatories and Depositions on the part of the Defendant — 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 according by Order and Decree that the Defendant Shall pay unto the Complainant the full and just Sum of Two hundred and Eighty Nine Pagodas Seven Fanams and thirty Cash / Pagodas 289. 7. 30. / 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. —

By Court
/Signed/ James Taylor
Regt.

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 15th. day of November Anno Domini 1788. —

Present

Edward Garrow Esqr. Mayor
Sir John Menzies — Andrew Ross
& Robert Mitford — Aldermen

Taundy Naucharamy by her Attorney Leopold de Alayde — Plaintiff
Neely Dawsery Chitty — Defendant

Mr. Alderman Ross Dissents to the Resolution of the Court because he Considers the Matter in dispute not assignable. —

A true Extract

[Signed] James Taylor Regr.

In the

In the Honble the Court of Appeals at Madraspatnam —

Between Taundy Naucha=ramah of Madras Widow by her Attorney Leopold De Alayde of the same place Inhabitant Complainant and Neely Dawsery Chitty of Madras aforesaid — Inhabitant Defendant. —

The Answer of the said Complainant to the Petition and appeal of the Defendant. —

This Respondent doth admit that some time on or about the Twenty Eighth day of march which was in the year of our Lord one thousand Seven hundred and Eighty Six she did Exhibit a Bill of Complaint in the Honble the Mayors Court at Madraspatnam against the Appellant for the Recovery of Two hundred and Eighty Nine Star Pagodas Seven fanams and thirty Cash due by the

Filed in my Office the 13th. January 1789. Chas. H. White Clerk

the Appellant for sundry Jewels received by him the
from Maryaloo Condapah Chitty on Account of the Respondt
to which said Bill of Complaint the Appellant did file his
Answer denying the Debt and to such Answer this Respondent
did file her Replication and thereby insisted that the
Appellant was really and truely indebted to her in the
Sum sued for being the Amount of Jewels belonging to
her and intrusted to the safe keeping and Custody of the
Appellant and in support thereof she referred in her
said Replication to the Acknowledgement given by the
said Appellant upon receiving the said Jewels which
Was in the Words and Figures following Viz.t —

Translation of a Gentoo Writing Dated the
„Twenty Second of Alpesee Month in the year Called
„Soobakoroodee or Answering to Anno Domini the
„Second November 1762 I Neely Dassery Chitty do give
„this Writing to Meryaloo Condapah that is to say
„One Paundy Massalayah having purchased the Goods
„for Common and Delivered them to your care to dispose
„off and Obtained a List for the same under your signature
„ Inorder to deliver the said Goods to one Paundy Ramanah

have

„ have got a Letter as also the said List as well as a Letter
„ from Paundy Naucharamah to me to get the said Goods
„ from you to send her and another Letter to you to deliver
„ over the said Goods the said four Writing I have delivered
„ to you and According to the Contents of the said List I have
„ Received one Brilliants Diamond Ring also three
„ Diamond Rings and Twenty five Lash Diamonds
„ the Eleven Dutch cut Diamond mentioned in the
„ said List consisting of three and one Sixteenth of
„ Mungalin Excluswe of the Charges the Neat produce
„ of the Sale of it was Twenty two and a Quarter Pag.
„ With regard to the said Goods you have disbursed the
„ Sum of Twenty Six and a Quarter Pagodas in part of
„ Which having deducted the said Sum of Twenty two
„ and a Quarter Pagodas the Balance was four Pagodas
„ Which Sum I have paid and received the Aforesaid Goods
— Incase that if the said Paundy Naucheramah Should
„ say she do not receive any part of the said Goods then
„ I undertake myself to make a good to you for the same Thus
I do give this Agreement by my Consent Witness Pocala
„ Anantayah and Sauna Vencata Chitty by their knowledge

drawn

"Drawn by Pocala Vencatapoto — Signed Vencatachellum
"by the Consent of Naly Dawsery Chitty — Witness
"Signed / Pocala Anantayah — Above Translation as
"Near as can be from the Gentoo Language Signed Soobarya
"Interpreter." — This Respondent did also in further
Support of her Demand produce two Letters Requiring
Meryaloo Condapah Chitty to deliver the Jewels to the Appellant
and the person who carried these Letters Swars to the —
delivery of them to the Appellant the one being addressed
to him and desiring him to receive the Jewels and the other
being directed to Meryaloo Condapah Chitty and Requiring him
to deliver them to the Appellant — This Respondent further
insists in her Replication that the Jewels were delivered to
the Appellant on the second day of November One thousand
Seven Hundred and Eighty two agreeably to a List delivered
herewith she insists that they were so delivered to the
Appellant in the presence of Several Credible Witnesses
that upon their being delivered the Appellant Ordered the
Acknowledgement above mentioned to be made out that it
Was drawn out accordingly — and that the Appellant not
being able to Write he desired his Son Vencatachellum

to

to sign it for him Which he did and inserted by his direction
the Words "by the Consent of Neely Dawsery Chitty" as
appears by the Acknowledgement it self and to prove these
Several facts She produces Two Several Witnesses who
Swear positively to the Appellants receiving the Jewels
— Examining them by the List tying them up again and
putting them into his Chest as well as to the Several
facts above mentioned — This Respondent also in her —
Replication Insists that the Appellant not being able to
Write himself it was Customery for his son Vencatachellum
to write and sign for him and she proves this by the
Testimony of two other Witnesses — this Respondent also in her
Replication insists that the Appellant and this Respondent
being together at Calastry she applied to him for the Jewels
which he faithfully promised to deliver to her upon his
Returning to madras and that at the same time he also
informed her there that he was offered one Hundred
Pagodas for a Brilliant Diamond Ring being a part
of the Jewels and asked her if she would take it which
she Refused and the Vencatachellum was then living he
did not pretend that he had any thing to do therewith

but

but repeatedly promised and undertook to deliver them to this Respondent upon his Return to Madras and these several facts this Respondent also proves by the Testimony of one other Credible Witness – this Respondent also in her Replication insists that the Appellant and his son Vencatachellum had in every thing a joint Estate together and upon the Death of Vencatachellum whatever he died possessed of did agreeably to the Custom of the Natives of India become the property of the Appellant and Consequently these Jewels even if they had been received by Vencatachellum must upon his Death have come to the possession of the Appellant and being the property of this Respondent he is of course liable to account with her for them and this also she proves by the Testimony of other Witnesses – This Respondent also Insist in her Replication that upon her return to Madras and after the Death of Vencatachellum the Appellant sent repeated Message to her to beg she would give him a longer time to settle with her which she also proves by other Witnesses and she also insists in her Replication that after putting her off in this Manner for a considerable time the appellant at length left Madras and went to Tripaty where this Respondent

Went

in pursuit of him and made a Complaint thereto the Cutchery Court who having examined her Complaint ordered the Appellant to settle with her for her Jewels which he faithfully promised to the Court that he would do as soon as he returned to Madras all which this Respondent also proves by the Testimony of other Witnesses and by an Extract of a Letter received from a Member of the Cutchery Court there this Respondent also in support of her Demand Represents to the Court that the Witnesses to the Acknowledgement Dauchala Arenty ah and the person who drew it are both Dependants of the Appellant and live in his family the one being nearly Related to him and the other a Menial Servant and that therefore they may be prejudiced in the Testimony they give and that indeed one of them had threatened this Respondent that he would give such Testimony as would as he expressed it spoil her Business and this she also proves by the Testimony of other Witnesses and this Respondent humbly presumes that a Court of Justice will pay more attention to what those Witnesses have themselves written and Deliberately attested by their Signature than what they may now be induced to say under the Influence above noticed and with an Evident

partiality

Partiality in favor of the Person they live with to this Replication
the Appellant filed his Rejoinder denying the Several facts
above mentioned but stated no other Circumstances or fact nor
Made use of any argument to do away these Several Circumstan-
-tial Charges of this Respondent which in so strong and
pointed a manner Support and Corroborate the Justness of her
Demand This Respondent admits that upon these Proceedings
Issue was Joined and the Witnesses being Examined &
publication passed and the Cause was set down for Hearing and
the same came on to be Heard on the Eighteenth day of
proper Order and Decree and did Accordingly order and Decree
that the Appellant should pay unto this Respondent the Sum
Sued for with interest and costs of Suit but this Respondent
can by no means admit that the said Decree was in any
respect erroneous or that the Appellant was aggrieved thereby
for any of the Reasons adduced by the Appellant or for any
other Reason Whatever and in reply to the first of these objections
Suggested by the Appellant this Respondent begs leave to observe
That the Respondents Demand as well as every other Debt
and Demand either on a Bond a Mortgage or otherwise

Certainly

Certainly is called in Law a Chose in action that is to say a thing to
be recovered by an Action at Law which this Respondent
Admits Judge Blackstone in his Commentary V. 2 page 442
says "could not be transferred to another person by the Strict Rules
of Common Law" But in the very same page he goes on afterwards
to say — that this nicety is now disregarded though in
Compliance with the ancient principles the form of Assigning
a Chose in action is in the Nature of a Declaration of
Trust and an Agreement to permit the Assignee to make use of
the name of the Assignor in order to recover the Possession
and therefore when in Common Acceptation a Debt or Bond
is said to be Assigned over it must still be sued in the
original Creditors name the person to whom it is transferred
being rather an Attorney than an Assignee Agreeably to
which the present Action is brought and the Debt is sued
in the Original Creditors name the person to whom it is
transferred being her Attorney and such has invariably
been the practice not only of the Hon'ble the Mayors Court
here but of every Court of Justice in England and therefore
this Objection of the Appellant is totally void and without
the Smallest Shadow of foundation and the Appellant

Remedy

himself well knew it or he would at once have taken advantage of it in his pleadings which he has not done —

To the Second Objection this Respondent says that by the very words of the Receipt it appears that the Jewels were the Property of the Respondent and that Meryala Condyeah Chitty had nothing to do with them but to deliver them to the Appellant by her order and the Receipt expressly States that the Appellant received the Jewels to send to the Respondent and as he has not done so it is not Meryala Condapah Chitty that is injured but the Respondent to whom they belong and who is undoubtedly the only person who has a right to seek Redress by a Suit for the Recovery of the Amount —

To the third Objection this Respondent Replies that the Person who drew out the Receipt does not say that it was not drawn by the Appellants consent but only that he does not know it was by his Consent and yet he acknowledges that it was drawn out by him in the name of the Appellant and begins in the usual Words I Neely Dawsey Chitty / Naming the Defendant do give this Writing so that unless he understood it was done with the Appellants

Consent

Consent he was in fact Committing a fraud — and the other Witness who pretends to say that it was not Signed by the Consent of the Appellant could not know whether it was or Not without asking the Appellant and if he did ask him and the Appellant had informed him that he did not consent he should not have Witnessed the Writing or put his Signature thereto so that upon the face of the Testimony of these two Witnesses they both carry internal Evidence of the little Credit that is to be paid to them and this is Corroborated by the Testimony produced by the Respondent of their living in the House of the Appellant being entirely Subjected to his Control and Influence one of them being a near Relation and the other a Menial Servant and the Contrary fact Viz.t — That the Appellant did expressly order the Agreement to be made out and Signed for him by Venealachellum is positively Sworn to by Two Several Witnesses and is also further confirmed by a series of Different facts and Circumstances all Corroborating and Supporting one another. —

To the fourth Objection this Respondent begs leave to Observe that under these Circumstances the

Testimony

Testimony of those Two Witnesses one of them Saying that he did not know if the Appellant Consented and the other Swearing in direct Contradiction to what he had Solemnly and Deliberately attested by his Signature can have in themselves but little Credit and this little Credit must entirely be done away when Considered under the Circumstances above Stated and opposed to the Many. — Witnesses that have positively Sworn to the Contrary. —

To the fifth this Respondent Replies that the length of time that elapsed from the time of the Appellants Receiving the Jewels to the time of her bringing the Action is fully accounted for in the Narrative of the Transaction — it appears from thence that during the life of Vencatachellum She Demanded her property of the Appellant and the Appellant faithfully promised to Restore it to her but Repeatedly from time to time entreated her indulgence and this Indulgence the Consequence of his intreaties and her wish to avoid litigation he now wants to employ against her and as to the Delegation of any Authority from the Father to the Son to Sign for him it is proved that he frequently did sign papers for him and that

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that the Appellant Acknowledged and discharged such Papers and that is Sufficient Proof that he had Authority to do so. —

To the Sixth Objections this Respondent begs leave to Reply that no Written Document is here done away by the Decree of the Mayors Court but the Written Document produced is Confirm by it for the Receipt is in every Respect given in the Name of the Appellant and therein declared to be signed by his Consent and therefore is in every Respect his own Act and deed and when this is Confirmed by the Oral Testimony of so many different Witnesses it would be Strange if the Worshipful the Mayors Court had Decreed otherwise for then it would be Suggested Setting up the loose and uncertain Sayings of Oral Testimony in opposition to what the same Witnesses Solemnly and Deliberately Attested by their Signatures. —

And Lastly this Respondent having thus fully Replied to the Several Objections Stated by the Appellant begs leave to call the Attention of the Court and entirely to rest the Merits of her Cause upon the following Several Facts which she has proved by the following Evidence the first is the Acknowledgement which speaks fully for itself — Meyaloo Condapah Chitty and Vencatapatty Chitty Swear to the Appellants

Receiving

Receiving the Jewels and that they belonged to the Respondent that he examined them tied them up and put them in his Chest and that he ordered the Receipt to be Drawn out and Signed by his Son Vencatachellum, Moolal Chitty and Vara=pah Chitty prove the Threatning of Paukala Amentah the Witness to the Agreement relative to the Evidence he would give. Naina Boula Chitty proves the Defendant promising to settle Nagary Madava Chitty proves a Letter Received from a Member of Cutchery Court at Tripaty before whom the Matter was Examined into and Determined in favour of the Respondent Rungasawmy also proves the Proceedings at Tripaty Narrain Chitty proves that the Appellant while at Calastry on the life time of Vencatachellum faithfully promised the Respondent to account with her for the Jewels Vencatasawmy and Tremalah prove his promising the same at another time. Varadapah proves its being the Custom of the Appellant's Son Vencatachellum to Sign for his father and Ragunah proves the Delivery of the Letters to the Appellant desiring him to Receive the Jewels and Transmit them to the Respondent which altogether make so numerous a Concurrence of

of facts all tending to prove the fairness of the Respondents Demand and to Establish her right to the Sum sued for that she can add nothing to make it plainer and humbly trusts this Honble Court will be pleased to Confirm the Decree of the Hon'ble the Mayors Court and as the appellant must be instigated by a strong Spirit of Litigation to Dispute so fair a Claim and put her to so great Expence and unnecessary Delay she humbly trusts this Honble Court will shew their Disapprobation thereof by taxing him with Examplary Costs And your Petitioner as in Duty Bound Shall Ever Pray—

[Signed] Peter Walker
Atty for Respondent

Court of

Court of Appeals
at
Madraspatnam

Saturday the 3d day of December
Anno Domini 1791

Between Naby Dawsey Chetty
of Madras Merchant Appellant and
Taudy Naucharamah of Madras
Inhabitant Widow by her Attorney
Leopold De Attayde also of the
same place Inhabitant Respondent

This Cause coming on this day to be heard and
Debated before this Court by the Attornies on both sides upon
hearing the Petition of Appeal and Answers and the several
Exhibits of the Honble the Mayors Court together with the
Decree of the said Court given in this Cause on Tuesday the
18th day of November Anno Domini 1788 upon due
Consideration had of the Matters therein severally Contained and
of the Pleadings and Arguments used by the Attornies on
both sides — This Court doth think fit to Affirm and Decree
and doth accordingly Order and Decree that the said Decree of
the

the Honble the Mayors Court do stand affirmed and that the
Appellants Petition be hence dismissed with Costs —

Hur

/ Signed / Chas. N. Whaley
Clks

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To the Honble John Holland Esqr.
President Governor and Council
Fort St. George.

In the Court of Appeals
at
Madraspatnam

Between Charlottee Machentosh
of Madras Widow and Administra-
trix to the Estate and Effects of
Angues Mc Intosh late of Madras
Merchant Complainant — and
Charles Loyd of the Same place &
Merchant Defendant —

The Humble Petition and Appeal of the
above named Defendant —

Humbly Sheweth,

That some time on or about the 26th day
of January in the present year of our Lord One thousand Seven
hundred and Eighty Nine the above Named Complainant did
Exhibit and file his Bill of Complaint in the Honble the
Mayors

Filed in my Office
the 6th March 1789.
Chas H. White, Clerk

Mayors Court against your Petitioner for the Recovery of the Sum
of Seven Hundred Pagodas pretended to be due and Owing
to her from your Petitioner and as a proof thereof and to
Substantiate the same did refer to a Bond executed by your
Petitioner to the said deceased Angues Mc Intosh and which
said Bond together with an Account Current thereon was
Annexed to her said Bill of Complaint — and your Petitioner
begs leave to shew that a Summons did issue thereon from
the said Honble the Mayors Court to your Petitioner directing
him to Appear to and Answer the said Bill of Complaint to
Summons your Petitioner did by his Attorney in Court appear
and would have put in a Special Answer to the said Bill of
Complaint within the time allowed for that purpose but it was
Not in his Power to procure the Materials Necessary as they
Were Amongst a Number of Old Papers in a confused state
And it will appear to this Honble Court that such Materials
Were in the possession of your Petitioner at least a part thereof
by a Note of Hand from the said deceased to your Petitioner
for the Sum of Sixty two Pagodas a Copy of which said Note
of Hand is hereunto Annexed for the inspection of this Honble
Court the Original whereof is in the possession of your Petitioner

and

and ready to be produced if Required — your Petitioner Sheweth that the usual Rules for answering the Complainants said Bill of Complaint having expired your Petitioner did pray a further time but the Honble the Mayors Court were pleased to refuse the same and order and Decree that your Petitioner should pay unto the Complainant the full and just Sum of Seven hundred Pagodas — with Interest due or that might arise or grow due thereon and also all Costs of Suit as well more fully and at large appear by a Copy of the said Decree hereunto annexed for the inspection of this Honble Court the Original whereof is in your Petitioners possession and ready to be produced at the Hearing by which said Order and Decree of the said Honble the Mayors Court your Petitioner is much Aggrieved and doth therefore appeal therefrom to this Honble Court for the following amongst Reasons. —

First ..... Because your Petitioner could not in the time Allowed for answering the Complainants said Bill of Complaint Select from amongst his papers the Materials that were Necessary to his defence against the Attacks made on his fortunes by the Complainant. —

Secondly

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Secondly ..... Because it is evident from the Note of Land now produced by your Petitioner that he passed Materials for answering specially the Bill of Complaint of the Complainant and therefore prays —

That this Honble Court will be pleased to set a side the said Decree of the said Honble the Mayors Court of the third day of March in the present year one thousand Seven hundred and Eighty Nine and to Order that your Petitioner be permitted to come in and Answer the said Bill of Complaint of the Complainant and further that this Honble Court will grant such further and other General Relief as in its Wisdom may seem Meet. —

/Signed/ James S. Hall,
Ltr for appt

Fort St. George 26th March 1788. I Promise to pay to Mr. Charles Loyd or Order on demand the Sum of Sixty two Star Pagodas for Value Received. —

/Signed/ Angus Machintosh,
A true Cpy /Signed/ J. S. Hall
Ltr for appt

Mayors

Mayors Court at Madraspatnam } Tuesday the 3d day of March Anno Domini 1789

Present

William Webb Esqr Mayor
Robert Ewing Jos Dupre Porcher
and Andrew Ross Aldermen

Between Charlotta Machein=
=tosh Widow and Admini=
=stratrix of the Estate and Effects of
Angues Machintosh late of Madras
Merchant Deceased Complainant
and Charles Loyd of the same place
Merchant Defendant.

It Appearing by the Records of this Court that the usual Rules have issued for the Defendant to Answer the Complainants Bill which he has Neglected doing This Court doth therefore think fit to Order and Decree and doth Accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of Six hundred and Eighty one Pagodas fifteen fanams and forty Inds Cash / Pags 681. 15. 42 / 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

Hour / Signed / J Taylor Deputy Regr

/ Signed / James Stuart
Sol for Appt

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To the Honble John Holland Esqr
President Governor and Council

For His Majesty George

In the Court of Appeals
at
Madraspatnam

Between Charlottee Machentosh of Madras Widow and Administratrix to the Estate and Effects of Angus Machentosh late of Madras Merchant Complainant and Charles Loyd of the same place Merchant Defendant. —

The Answer of Charlotta Machentosh the above named Complainant to the Petition and Appeal of Charles Loyd the above Named Defendant. —

Filed in my Office
the 31st March 1789
Chas H. Webbe Clk

This Respondent admits that some time in or about the Sixth day of January in the present Year of our Lord One Thousand Seven Hundred and Eighty Nine she did Exhibit and file Her Bill of Complaint in the Honble the Mayors Court against the Appellant for the Recovery of the Sum of Seven Hundred Pagodas Justly due and owing to Her from the Appellant and as a proof thereof and to Substantiate the same did refer to a Bond Executed by the Appellant to the said Deceased Angus Machintosh and which said Bond together with an account Current thereon was annexed to her said Bill of Complaint and this Respondent admits that a Summons did issue thereon from the said Honble the Mayors Court to the Appellant directing him to Appear to and answer the said Bill of Complaint to which Summons the Appellant did by his Attorney in Court appear but she does not know whether he would have put in a special Answer to the said Bill of Complaint within the time allowed for that purpose or that it Was in his power to procure the materials Necessary or that they were amongst a Number of old Papers in a Confused state or that it will appear to this Honble Court that such Materials were in the possession of the Appellant at least apart thereof by a Note of hand from the said deceased to him for the Sum of Sixty Two Pagodas a Copy of which said Note of

Hand

hand is said to be Annexed for the Inspection of this Honble Court and the Oregenal whereof is said to be on the posession of the Appellant and ready to be produced if Required this Respondent not only admits that the usual Rules for answering the said Bill of Complaint did Expire but that a further time of one Week was granted at the Expiration of which the said Honble the Mayors Court were pleased to Order and Decree that the Appellant should pay unto this Respondent the full and Just Sum of Seven Hundred Pagodas with Interest due or that might arise or grow due thereon and also all Costs of Suit as does more fully and at Large appear by a Copy of the said Decree Annexed to the petition of the Appellant for the inspection of this Honble Court but this Respondent denies that by such Order and Decree of the said Honble the Mayors Court the Appellant was or can be much aggrieved or that he hath reason to appeal therefrom to this Honble Court for any Reasons —

First. Because the Bill of Complaint of this Respondent was filed on the Sixth of January and the Decree did not pass thereupon till the third day of March a period fully sufficient to enable the Appellant to search for and find any Papers which could be Necessary to defend a Suit brought upon his Bond —

Second Because it does not appear from the Note of hand produced by the Appellant that he had from thence any Materials for an Answer as full credit is given to him for the Principal and Interest of the same on the Account Current Annexed to this Respondents Bill of Complaint —

For all which Reasons and for as much as the Petition and appeal of the Appellant Manifests a very unbecoming Spirit of litigiousness and an unwarrantable Wish and desire to put off the Payment of a Just Debt to the prejudice

of

of this Respondent this Respondent prays that the said Decree of the said Honble the Mayors Court so made and passed as aforesaid may be affirmed with exemplary Costs as Well as to punish the Appellant for such his Litigiousness as to prevent and deter others from filing such Appeals which only tend to Delay if not to pervert Justice and to take up the time of this Honble Court with unnecessary Matters and further that this Honble Court will be pleased to grant such further and other Relief as to them shall Seem Meet—

(Signed) Dillon Spencer
Solr Respondent—

Court

Court of Appeals
at
Madraspatnam

Saturday the 3d day of December
Anno Domini 1791

Between Charles Loyd of Madras Merchant Appellant and Charlotta Machentosh of Madras Widow and Administratrix of the Estate and Effects of Angus Machentosh late of the same place Merchant Deceased Respondent. —

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon Hearing the Petition of Appeal and Answer and the Several Exhibits of the Honble the Mayors Court together With the Decree of the said Court given in this Cause on Tuesday the 3d day of March Anno Domini 1789 upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments

Saturday 10th December 1791

Present

Sir Charles Oakeley Baronet

William Petrie and John Hudleston

To the Honble Sir Archibald Campbell Kt. &c.

President in Council Fort Saint George

In the Honble the Court of Appeals

Hanamotha Naig Gomastah to the House of Dewa Bucanjee Cousee Dofs by his Attorney James West

Complainant

vers

Mahomed Hufsan Sauher Cawn and Abbedellah Cawn Sons and Heirs of the late Motifer Cawn Deceased Defendants

The Humble Petition and Appeal of the abovenamed Defendants

Sheweth That the abovenamed Complainant did on or

Saturday

Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayor Court do stand Affirmed and that the Appellants Petition be hence Dismissed with Treble Costs in this Court —

Hur

/ Signed / Chas. H. White

Clk

Filed in my office
the 6th October 1788.
Chas. N. White Clk.

on about the Seventeenth Day of June in this present year of our Lord One thousand Seven hundred and Eighty Eighty file his Bill of Complaint in the Mayors Court against your Petitioners therein stating that your Petitioners as Sons and Heirs of Motifer Cawn Deceased did stand jointly and severally indebted unto him in the Sum of Seven thousand and Sixteen Star Pagodas Current Money of Madras Making in Sterling Money of Great Britain at the rate of Eight Shillings for every Pagoda the Sum of Two thousand Eight hundred and forty two pounds and Eight Shillings and which Sum the Complainant pretended to have become due upon the Account Current Copy of which was annexed to his Bill of Complaint your Petitioners further Shew that the said Account Current is founded upon a Bond granted by their said Father Motifer Cawn to Dava Bucanjee Causee Doss bearing date the third day of July which was in the year of our Lord One thousand Seven hundred and Eighty for the Sum of three thousand and Eighty hundred Star

Star Pagodas and payable on the Eleventh Day of August then following with Interest at the rate of Eighteen per Cent and a Commission of one per Cent on the said Sum as by the Copy of the Translation of the said Bond annexed to the said Bill of Complaint may Appear the said Complainant did also further charge that your Petitioners were Heirs of their said Father Motifer Cawn and had Possessed themselves of his Estate and Effects that the Complainant was Gomastah to the House of the said Dava Baucanjee Causee Doss and that the said House which is a Banking house being indebted unto the Complainants said Attorney James West the Complainant as the Gomastah or Agent for the said house being unable to Discharge the said Debt by other Means did on or about the fourth Day of October which was in the year of our Lord One thousand Seven hundred and eighty Seven in part Satisfaction of his Debt assign over unto his Attorney the said James West accertain Demand being the one now in Question which he

pretended

pretensted to have as Gomastah as aforesaid upon the
Estate of the late Motifer Cawn Deceased which said
Demand was upon a Bond said to be executed by the
said Motifer Cawn by affixing thereto the Seal of his
Family bearing the Name of his Father Mahomed
Hufsan Cawn conformably to the Custom of
Mahomedans of high ranck and was the original Bond
of which a Translation was annexed to the said Bill of
Complaint your Petitioners further shew unto this
Honble Court that they did Appear by their Attorney
to the said Bill of Complaint and being so advised
did on or about the eighth Day of July file a Demurrer
to the same wherein your Petitioners did setforth and
Shew as Causes of Demurrer that they were not
Heirs to their late Father the said Motifer Cawn
as he never had any reals Property whereto they
could become Heirs because the Jaghire which
their said Father held and enjoyed during his
life time was a Gift from his Highness wan law jaw
Vizt. Nabob

Nabob of the Carnatec for his life only and the same
was to revert and actually did revert to his said
Highness immediately upon his Decease and that therefore
your Petitioners were not liable to the Debt sued for
as Heirs and for further Cause of Demurrer your
Petitioners did Shew that admitting they were Heirs to their
said Father the said Complainant could not have any
right to demand payment of the said Bond from them
and had much less right to assign the same to another
for the Name of the Complainant did not Appear in the
Bond it was not Made payable to him nor did he
Appear to have or in fact had he right Title or Interest
of in or to the same, and that of course what he had not
a property in himself he could not assign to another and
for further Causes of Demurrer your Petitioners did shew
that the said Bond bore an high excessive and
usurious Interest far above the legal Interest allowed
in India and therefore Never be recovered in any
Court of Law within His Majestys Dominions
for which said several Reasons your Petitioners did
Demur

Demurr and prayed to be dismissed with their reasonable Costs and Charges your Petitioners further shew unto this Honble Court that the said Complainant did on or about the fifth Day of August last past file a Joinder to the said Demurrer wherein he did endeavour by every possible Argument and Insinuation to weaken and do away the several Causes of Demurrer shewn by your Petitioners your Petitioners further shew that the said Demurrer and Joinder were Set down to be argued and determined and were Accordingly argued and determined on Tuesday the Twenty third day of September last past when the Mayors Court were pleased to order and did accordingly Order that your Petitioners said Demurrer should be thrown out with Costs and that they be put upon their Answer as by a true Copy of the said Order hereunto annexed will more fully appear By which said Order your Petitioners do consider themselves highly aggrieved and do therefore Appeal therefrom to this Honble Court for the following among other Reasons

First. Because the Bond on which the Account Current is funded only binds Mollefer Cawn and not his Heirs of course your Petitioners if they were Heirs are not bound thereby nor does the Bond extend to them and this reason is well founded and supported as appears by the following Case reported in the first Volume of Vernons reports Page 180 Crofsing vers Honor Bell brought by the Obligee in a Bond against the Heir of the Obligor alledging that the having Afsets by Descent ought to Satisfy the Bond The Defendant demurred because the Plaintiff had not expresly alledged in the Bill that the Heir was bound in the Bond and tho it was alledged that the heir ought to pay the Debt yet that was held insuffecient and the Demurrer was allowed your Petitioners humbly insist theirs is a Similar Case and that According to the Doctrine therein laid down their Demurrer should have been allowed

Second. Because there was not any regular or legal representative

representative of the said Molleffe Cawn before the Mayors Court as your Petitioners are not either Heirs Executors or Administrators the Complainant in order to have Obtained Payment of the said Bond ought either to have cited your Petitioners or one of them to have come before the Kings Ordinary in the Honble the Mayors Court and taken Letters of administration to the Estate and Effects of their said deceased Father or the Complainant should have himself Applied as a Creditor.

Third Because it was incumbent on the Complainant as a Suitor in a British Court of Judicature and praying the Benefit and advantage of British Laws to have come forward with a regular Deed or Instrument under hand and Seal shewing his Right to sue either by himself or by Attorney as the Gomastah of the said Banking House of Dava Bucanjee Causee Does that however he Might be known or treated with in General as the Gomastah of the said House yet when he applied to Law the Law would require such written

authority

Authority and would not otherwise consider him as a fair Legal Suitor or possessed of those legal powers which by the Laws of Great Britain are indispensibly requisite and such written powers and Authority were more necessary in the present Case in as much as the Name of the Complainant is not Mentioned in the Bond nor does he appear to have any Interest therein.

Fourth Because the admitting any Person to alune and assign the property of others and to sue as the Complainant has done without a regular formal written Authority will be of a Dangerous Nature and productive of a new practice tending to confuse the Proceedings of the Courts of Justice and strip them of that extreme regularity and Uniformity which is the Characteristic of the British Laws and which are not to be Modelled and altered to every Mans particular Case but flow in one regular certain Channel besides no Injury could have arisen to the Complainant by the Demurrer being allowed and his Bill dismissed as he might have immediately filed another wherein he could have set forth

setforth and producid his power and Authority to Manage and dispose of the property of the said Banking House if any he has and his consequential Right of Suing either in person or by Attorney and if he has not any such Right his Suit ought to be Dismissed.—

Fifth Because the Bond carrying an excessive and exorbitant Interest beyond the Rate allowed by act of Parliament is Void by the said Act nor can any Modification thereof by an Account Current bearing legal Interest on the Principal Money Mentioned in the said Bond do away the illegality Appearing on the face of the Bond.—

For all which reasons and for such others as May be Offered at the hearing Your Petitioners humbly pray that the said Order of the Mayors Court passed in this Cause May be Reversed that the Demurrer of Your said Petitioners be allowed and that the Bill of Complaint of the said Complainant be dismissed with Costs and that he do also pay all Costs of this Petition and Appeal.—

/Signed/ Pullin Spencer
Stephen Popham
Solrs Appellant—

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 23d day of September Anno Domini 1788

Present

Edward Garrow Esquire Mayor
James Call Andrew Ross &
Robert Mitford Aldermen

Hanamantha Naig Gomastah to the House of Dava Buconjee Cauzee Doss by his Attorney James West

vers

Mahomed Hussan Tauher Cawn and Abbedellah Cawn Sons and Heirs to the late Motifer Cawn Deceased.—

Bill with Copies of an Account Current and an Assignment and Bond annexed Read.—

Joint

Joint Demurrer Read —

Joinder Read —

The Demurrer of Mahomed Hafsan Tanker Cawn and Abbedellah Cawn Sons and heirs of Motifer Cawn Deceased and the Complainants Joinder thereto coming on to be argued and Determined this Day in the presence of the Attornies on both sides and the Court having had due Consideration thereon doth think fit to order and doth Accordingly order that the Defendants Demurrer be thrown out with Costs and that the Defendants be put upon their Answer —

Day is given the Defendants till the 7th Day of October next to Answer the Complainants Bill in default of which Judgement will be given for the Complainant —

A true Extract
Signed / George Taylor
Deputy Regr

Mr Alderman Ross dissents to the Resolution of the Court being of Opinion that the Bond on which the Action is brought is void by the Act of 73 which restrains the Loans of Money made by British Subjects to 12 per Cent and says that all Bonds Contracts or Assurances whereby there shall be taken above that rate shall be utterly void and the present Bond bearing an Interest of 18 per Cent it does not Appear to him that there is proper foundation for an Action —

A true Copy
Signed / Lullin Spencer
Stephen Popham
Solrs Appts

To the Honble Morgan Williams Esqure.
President and Governor &c in Council
Fort Saint George

In the Honble the
Court of Appeals

Between Hanamantha
Naig Gomestah to the House
of Dava Bucanjee Cauzee
Dofs by his Attorney James
West Complainant and Mahomed
Hufsan Sauker Cawn and
Abbedellah Cawn Sons and
Heirs of the late Matifer
Cawn Deceased Defendants

The Answer of the above named
Complainant

Filed in my Office
6th October 1788.
Chas. H. White Clk.

This Respondent admits that
he did in the Seventeenth day of June in the year
of our Lord one Thousand Seven hundred and Eighty
Eight file his Bill of Complaint in the Honble the
Mayors Court against the Appellants in the Manner
stated in their Appeal and did therein charge them to
be indebted to this Respondent in the sum therein stated
not only as Sons and Heirs of the said Matifer Cawn
but also upon a Special promise Made by them to
this Respondents that they would pay the debt in
consequence of an Acknowledgement that they had
More than suffecient in their Hands of the Estate of
their late Father to Discharge the same which they
also Acknowledged was a just one being for Money
actually advanced and Lent to him in his life time
This Respondents further admits that the Interest
specified in the Bond annexed to the Bill of
Complaint was as stated by the Appellants but he
says and insists that the same being Made at
Arcot out of the Jurisdiction of the English Laws
and between Persons Who were not either of them
Bretish Subjects is not Within the Meaning or
Intent

Intent or words of any of the Statutes for the prevention of usury and is a good and valid voucher of the Debt and of the Money being really lent and may be — produced as such in any English Court of Justice — provided the Interest Demanded in such Suit does not exceed the Interest Allowed by the English Law This Respondents further admits that to the Bill of Complaint the Appellants did on the day Mentioned in their said Appeal file a Demurrer and did — therein shew as Causes thereof first that they were — Heirs to their late father the said Motifer Cawn as he never had any real property whereto they Could — become Heirs because the Jaghire which their — late father held During his life was a Gift from the Nabb and did revert to his Highness and that therefore the Appellants were not liable to the Debts sued for as Heirs to which it was — Natural to Reply and this Respondent did — actually reply in his Joinder and did humbly — insist

insist that the Appellants were the Sons and Heirs of Motifer Cawn Deceased and as Such had possessed them — selves of the property of their said father to a very — Considerable Amount and Converted it to such uses as they thought proper by which Means they had to — every intent and purpose Made themselves liable to pay their said Fathers debts and this Respondents — further insisted that the said Appellants had as — hers to their said Father became possessed of the — Jaghire he possessed in his life time and are now in the receipt of its revenues and of all other — Advantages arising therefrom — This Respondent further insisted that this could not be denied and being a Matter of fact was not proper Matter for a Demurrer but ought to have been stated and sworn to in an Answer which the Appellants — could not presume to do as they must know it was contrary to the truth and therefore they instruct their Attorney at Law to sign Assertions for them

Which

Which they dare not afsert themselves.—

This Respondent further insisted that the—
Demurrer by the nature of Law Proceedings admitted—
every fact alledged upon the record it therefore admits
in this Case the truth of the Debt Regularly of the
afsignment the Appellants being heirs of their Father
and having pofsefsed his Estate their own acknowledgement
of the debt and their specific promise to discharge it
which this Respondents humbly conceives is a fully and
suffecient Answer to this first Cause of the Appellants
Demurring without going into any discufsion of the
technecal Terms of Real Estate and heirs and how
far these terms do or do not Apply to the property
of this Country It is Reason and Common sense
and Common justice that as the Appellants have—
Acknowledged they have a suffecint property of their
Fathers to Discharge the Debt and that the debt
was a just one that it should be discharged out—
of such property—

This

This Respondent further admits that the
Appellants did shew as a further Cause of their—
Demurrer that admitting they were Heirs to their
said Father this Respondent could not have any
right to Demand payment of the said Bond—
from them and had much Lefs right to afsign
the same to another for the Name of this—
Respondents did not Appear on the Bond it is not
Made payable to him nor did he appear to have
any Interest therein and that of Course what he
had not a property in himself he could not—
afsign to another To which this Respondent did
in his said Joinder reply and insist that the—
several facts stated in the Afsignment which—
Makes a part of this Respondents Bill of—
Complaint are by the nature and Operation of the
Appellants Demurrer all admitted to be true—
as they are therein stated and by a reference to the
said Afsignment it will Appear that this—
Respondent

Respondent is the Gomastah or agent to the Banking House long established and well known throughout India under the Firm of Dova Bucanjee Cauzee Dofs that at the time mentioned in the Assignment the Appellants father did really and Bonafide borrow and Receive of this Respondents as the Gomastah to and on Account of the said House of Dova Bucanjee Cauzee Dofs the Sum Mentioned therein and in order to secure the same did also by his certain Bond or Obligation bearing date as therein Mentioned Acknowledge to have borrowed and received the same and promised to pay it on a day long since passed that on such Bond there was really due the Sum sued for and that it was assigned by this Respondent to his said Attorney and assignee for a valuable Consideration being in part Discharge of a large debt justly due to him This Respondents did therefore insist in Contradiction to What was suggested by the

Appellant

Appellant that this Respondent most certainly had a right to demand payment of Money which he himself had lent that if he had no right none else could have a right and then this Bond which was obviously given and received by the respective parties to secure payment of a Sum of Money lent would operate in the every Contrary way and prevent the payment of it that it could not be doubted but this Respondent whilst he held the Bond could by Cancelling or writing a Receipt on it discharge the debt and the power to discharge the Debt must imply a power to Demand it in any lawful Manner this Respondent Might think proper and having such right he might certainly assign the same over to any other person and impower such person to Demand payment of the Debt This Respondent further said that no reasonable or fair objection could be made by the Appellants to pay the Money borrowed to the person impowered to receive it by Deed of Assignment from the Person who lent it since he is fully impowered to discharge the debt and give up the Bond to be cancelled and this is all that any

any person who pays a debt can require whereas if the frivolous objections of the Appellants be allowed to be good along established Banking House of very extensive Dealings and having large out standing demands as well as many other Houses at Madras who are just in the same situation will be immediately deprived of all Means of recovering their debts and the Securities and Vouchers they hold for them will be declared void all which this Respondent submits to this Honble Court as a full fair and honest Answer to the Second Cause of Demurrer alledged by the Appellant

This Respondent further admits that the Appellants strongly suspecting as it is fair to suppose that neither of these frevolous objections could stand them in any stead against their paying a just debt did shew in their Demurrer a further Cause and that was that the said Bond did bear an high excessive and usurious Interest for above the Legal Interest allowed in India and never could be recovered in any Court of Law

Within

Within his Majestys Dominions to Which this Respondent did in his said Joinder reply and insist that it was agreable to the practice of the Honble the Mayors Court to allow the recovery of a debt with the Legal Interest although the Voucher to support it having been given by one Native to another should bear an Interest that was not Legal This Respondent further said that it was well known to the said Court that it had ever been the Custom Amongst the Money holders in this Country to charge an higher Interest for any Sums they lend than Europeans are accustomed to do and it is absurd to suppose that this Custom can be restrained by any act of a British Parliament to Whose Jurisdiction neither the persons who lent and borrowed the Money nor the place where it was lent and borrowed and Where the Bond was executed are in any degrees subject that in respect to receiving five or twelve or Twenty per Cent for Interest there was no Moral turpitude in receiving more nor any Smirch

in

in receiving less that all was a matter of Compact and agreement as suited the circumstances of the contracting Parties that this was plain from the British statutes themselves that in England they allowed five only in Madras and Calcutta twelve and had they ever made any Laws respecting Arrot they might possibly have extended it to twenty, but the fact is they never did well knowing it was altogether out of their Jurisdiction and the People who inhabit it not subjects of Great Britain and therefore this Plea from one Native to another to avoid the payment of a just debt was groundless litigious and absurd— This Respondent further says that the said Joinder in confirmation of the said Reply added many other Reasons and Arguments together with an extract from the said Act of Parliament of which this Respondent will not trouble the Court with a repitition here, but prays leave to refer to the said Joinder where the whole fully Appears—

This

This Respondent admits that the said Demurrer and Joinder were Argued and determined at the time and in the Manner stated by the Appellants but they can by no means admit that the Appellant was in any Manner thereby aggrived or had any real reason Whatever to Appeal therefrom and in reply to their reasons suggested by the Appellants in their said Appeal this Respondent begs leave to observe that the first Which is founded on a supposed adjudged Case reported by Vernon stating that a Bill in Chancery brought by the Obligee in a Bond against the heir of an Obligor alledging that he having assets by descent ought to satisfy the Bond the Defendant Demurred because the Plaintiff had not expressly alledged in the Bill that the heir was bound in the Bond although it was alledged that the Heir ought to pay the Debt, yet that was held insufficient and the Demurrer was allowed to which this Respondent begs leave to reply that

what

what is called an Heir in England and an heir
here is totally Different as Accordingly to the
Common Acceptation of the word heir and as it
is used in this County he is the person who comes
into possession of the whole Estate of the deceased
moveable as well as immoveable Whereas an heir
in England only succeeds to the Lands and real
Estate so that the Obligee of this Bond though he
could not oblige the Heir to pay yet he had his
recourse Against the Executor Again in the present
Case it is not pretended but that the deceaseds
Estate consisted of Personal property as well as real
indeed the Demurrer states that he had no real
and consequently it must be all personal and nothing
can be clearer that a personal property is subjected
to satisfy all the debts of the deceased before it
can be Appropriated to any other purpose again
it is to be noticed that one of the principal
allegations of the Bill and which is admitted
by

by the Demurrer is a new and specific promise made
by the Appellants not as Heirs or in any particular
capacity and not out of any particular funds but
generally absolutely and unconditionally out of their
own property and Estate and undertaking which clearly
takes it out of the Case Cited by the Appellants
and in fact it cannot but Appear very inconsistant
and incongruous that in one part of their Appeal
they should seek to escape from payment of this debt
by stating that they are not Heirs which is their
first Cause of demurring and now by stating that
they are Heirs

This Respondent further Answering to the
Second Reason Replys that the same or nearly the
same Reasons applies to that Which state that the
Appellant not being either Heirs Executors or administrators
are not liable to pay the debt because it is plain
that the Action is not brought against them in that
Capacity but individually as Ones Who specifically
promised for a good Consideration to pay a debt
justly

justly due and if they did not promise it they will still have an Opportunity to say so in their Answer — Which is all that the Mayors Court has required — of them —

This Respondent further says in regard to the third Objection stating that it was incumbent on the — Complainant as a Suitor in a British Court of — Judicature and praying the advantage of its Laws to have come forward with a Regular deed under hand and Seal shewing his right to Sue either by himself or by Attorney as the Gomastah of the said — Banking House Which by the Laws of Great — Britain are stated to be Necessary to this Respondent thinks it Sufficient to reply that the Laws and — regulations respecting Mercantile transactions must be regulated in every Country by the Customs of that Country That in India it is Well known all the great Sowcar or Banking Houses are conducted by — Men who are called Gomastahs and they have every

power

power vested in them relative to the conducting of the — business of the House and the Demanding receiving recovering paying and Discharging the several debts and Credits thereof by this long established Custom as they could have by the fullest Written power of Attorney and it would be striking at the Root of all the great established Houses to do away or deny this Custom This the Respondent insists would be the fact and if it is otherwise he again repeats it may — easily be denied by the Appellants Answer and to allow — such an Obligation instead of preventing any inconvenience which the Appellants allledge as their fourth Reason it would be productive of the utmost confusion and — perplexity and cancel Vouchers for an immense Sum — of Money Which have from time to time and still — continue to be given by the most respectable Houses in this Country —

This Respondent says further that the fifth — Reason regarding the Interest he presumes has been already fully Answered and he shall not take up — longer the time of the Court than by suggesting that the

the Order which this Respondent seeks to have confirmed is by no Means final to the Appellants it only orders them to Answer the Bill of Complaint and in their Answer they May make use of any defence they think proper which this Respondent presumes to hope this Honble Court will not think unreasonable

For all which Reasons and such others as May be offered at the hearing of this Cause this Respondent humbly prays this Honble Court will be pleased to Affirm the said Order and Decree of the said Mayors Court and that the Appellants Petition and Appeal May be dismissed with Costs to be paid by the Appellants

/signed/ Peter Walker
James L Hall
Sol^{rs} for Resp^{t}

Court of Appeals
at
Madraspatnam

Saturday the 10th day of Decem^{r}
Anno Domini 1791

Between Mahomed Hussan
Tauker Cawn and Abdellah Cawn
Sons and hurs of the late Motifere
Cawn Deceased Appellants and
Hanamantha Naig Gamastah to the
House of Dava Bucanjee Cawsee
Dofs by his Attorney James West
Respondent

This Cause coming on this day to be heard and Debated before this Court by the Attornies on both sides upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Order of the said Court given in this Cause on Tuesday the 23^{d} day of September Anno Domini 1788 Upon due Consideration had of the Matters therein severally Contained and of the Pleadings

Pleadings and Arguments used by the Attornies on
both Sides This Court doth think fit to Order and
Decree and doth Accordingly Order and Decree that
the said Order of the Hon^ble the Mayors Court do stand
Affirmed and that the Appellants Petition be hence
Dismissed with Costs

Hen^r

/Signed/ Chas. N. White Cl^k

To

To the Kings Most Excellent Majesty in Council

Between Hanamuntah Naig
Gomastah to the House of Dava
Buchanjee Causee dofs by his
Attorney James West
Complainant and Mahomed
Hufsen Sawber Cawn and
Abbedallah Cawn Sons and
Heirs to the late Mahfer Cawn
Deceased Defendants

The Humble Petition and Appeal of
the above named Mahomed Hufsein Sawber Cawn
and Abbedallah Cawn
Most Humbly Sheweth

That on or about the fourth day
of March which was in the year of Christ One
Thousand Seven hundred and Eighty Eight a Bill of
Complaint

Filed in my office
the 23^d December 1790
Chas N. White Cl^k

Complaint was filed in the Mayors Court at Madras
patanam in the Name of Davah Baichanjee Cawee
Dofs of Madras Soucar by his Attorney James West
of Fort Saint George Esqure against Motifer Cawn ~
therein called of Treplicane Inhabitant which said
plaw of Treplicain your Petitioners shew is within
Two Miles of Madras aforesaid Whereby the said
Motifer Cawn was Charged to be indebted unto the
said Complainant in the full and just Sum of ~
Seven Thousand One hundred and Six Star Pagodas
and upwards Current Money of Madras Making
in sterling Money of Great Bretain at the ~
rate of Eight Shillings for every Pagoda the Sum
of Two thousand Eight hundred and forty two
Pounds and Two Shillings as would more fully and
at large Appear by the Copy of an Account Current
thereunto annexed for the inspection of the Mayors
Court Which he prayed to be admitted as part of
this his Bill of Complaint the Original being

as

as the Complainant Stated in his pofsefsion and ready
to be produced in Court when required and the Complainant
further Stated that being indebted unto the said James
West and unable to Discharge his said Debt he
did on or about the fourth day of October Which
was in the said year of Christ One thousand ~
Seven hundred and Eighty Seven and in part ~
satisfaction of his said Debt afsign and make
over a Certain Demand he had upon One ~
Mahomed Hufseen Cawn Sawker deceased ~
Amounting in principal and Interest to the said
Sum of Seven Thousand One hundred and Six
Pagodas as by the Copy of an Afsignment annexed
to the said Bill of Complaint Which he Prayed
to be admitted as part thereof might Appear
the Original being as he said in his pofsefsion
and ready to be produced if required but the ~
Complainant did not Cause any Copy of the
said Bond of the said Mohomed Hufseen ~
Cawn Sawker to be thereunto annexed and

the

the said Complainant further pretended that his said Attornies James West having demanded the said Money from the said Motifer Cawn the Son and Heir of the said Mohomed Hufsen Sawher Cawn deceased did Acknowledge that his Father had borrowed the said Sum of Money from the Complainant and in Consideration thereof and of his having possessed himself of the Estate and Effects of the said Father Motifer Cawn did as the Complainant Charged faithfully promise to pay the said Sum of Money to the Complainant But afterwards having refused to give any Manner of Satisfaction the said Complainant prayed Relief and that the said Motifer Cawn might Answer to the said Bill of Complaint and that he might particularly setforth whether his Father the said Mahomed Hufseen Cawn Sawher did not borrow of the said Dowa Bohenjee Cawjee dosi the Sum of Three thousand Eight hundred Pagodas and wether the Interest thereon at the Legal rate of

of Twelve per Cent per Annum did not Amount to the Sum of Three Thousand Three hundred and Six Pagodas and whether he was not Heir to his said Father and in consequence thereof had not possessed himself of his Estate to a very Considerable Amount and whether he did not Acknowledge to the said James West as the Complainants Attorney the justness of the said Debt and faithfully promise to pay the same and whether the Assignment of the said Debt was not fairly and justly made to the said James West in part satisfaction of a larger Debt justly due to the said James West from the Complainant and that he may be decreed to pay the same with all Interest then due or thereafter to grow due thereon together with all Costs of Suit

The said Complainant then prayed that the said Motifer Cawn might be Summoned to appear on a Certain day to answer the said Bill of Complaint and to abide by such Order and Decree as

as the said Mayors Court should make therein —

Your Petitioner shew that an Account Current was annexed to the said Bill of Complaint whereby Mahomed Hussein Cawn Sawkur was Charged to be indebted to the said Complainant Davah Bookenjee Cauze in the said sum above stated and the Copy of an Assignment was also annexed whereby after recitting that Mahomed Hussein Cawn Sawkur of Ranjanagody in and by his Bond of the Tenor and date above set forth became indebted to the said Davy Bookenjee Cawzee does in the said Sum of Three Thousand and Eighty hundred Star Pagodas and relating also that there was due thereon at the rate of Twelve per Cent per Annum the said Sum of Seven Thousand One hundred and Sixx Star Pagodas the said Davy Bookenjee Cawzee Does for a Valuable Consideration to him in hand paid by the said James West did assign the said Sum unto him the said James West together with the said in part recited Bond or Obligation and the Account Current thereof

To

To hold the same to the said James West his Executors Administrators and Assigns for were and did make the said James West his Attorney for recovering the same as by the said Bill of Complaint Account Current and Assignment now of Record in the said Mayors Court of Madras Copies whereof are herewith lodged may Appear to which your Petitioners most humbly pray reference and to have such full and Ample benefit therefrom and from each of them as if the same and each of them were herein fully setforth —

Your Petitioners shew that upon the above Bill of Complaint a Summons issued directed to the Sheriff of Fort Saint George Town of Madras-patnam and the Districts thereof Summoning the said Motifer Cawn to Appear to the said Bill of Complaint on the Eleventh day of the said Month of March in the said year of Christ One Thousand Seven hundred and Eighty Eight on which day your Petitioners Shew that they Caused an Appearance

to

to be Entered by their Attorney at Law in the Name of the said Mootiser Cawn the Defendant therein named & altho neither of your Petitioners bear that Name Which Appearance they so caused to be entered in Order to prevent any Proceiss of Contempt being issued against your Petitioner Mahomed Hussein Cawn Sawker the Eldest Son of the said Mahomed Sawker who is charged to have Executed the said Bond and in Order to enable your said Petitioner to plead in due time such Matters and things as your said Petitioner should be advised for his relief in the Premises &

Your Petitioners further Shew unto your Most Excellent Majesty in Council that the Letter to enable your said Petitioner Mohomed Hussein Cawn Sawker to plead as aforesaid he caused a prayer to be made in the said Mayors Court on the same day wherein the Appearance of Mootiser Cawn was Recorded Therein for the production of the Original Bond or Obligation Whereof Mention was made in the

the said Bill of Complaint and the same having been delivered in as prayed for your said Petitioner did on the Eighth day of April then next following pray that the Original Assignment of the said Bond from the said Davah Bootanjee Cawjee Doss to the said James West Whereof Copy was annexed to the said Bill of Complaint might also be delivered into to the said Mayors Court for the inspection of your said Petitioner which was Ordered Accordingly but the Complainant Neglected to produce the said Original Assignment for various Court Days and on the Tenth day of June next following he prayed One Week to amend his said Original Bill of Complaint to which the Attorney for your said Petitioner objected by reason of the length of time which had elapsed since filing his said Bill of Complaint as also by reason of his contempt in not delivering the Original Assignment as prayed for by your said Petitioners but the Mayors Court overruled

the

the said Objection and granted to the said Petitioner one weeks time to amend his said Bill of Complaint to which resolution of the said Mayors Court Mr. — Alderman Ross Dissented as the Complainant had not Delivered in the said Original Assignment as by the said Dissent herewith Lodged reference being thereunto had may Appear —

Your Petitioner further Sheweth to your Most Excellent Majesty in Council that on the then next Court Day to wit on the Seventeenth day of June in the said year of Christ One thousand Seven hundred and Eighty Seven a certain Bill of Complaint was filed in the said Mayors Court under the Title following to wit Amended Bill Hanamantha Naig Gomastah to the House of Dowah Bookanjie Cauzee Dofs by his Attorney James West vers Mahomed Hufeen Sawker Cawn and Abbedillah Cawn Sons and Heirs to the late Mootifer Cawn deceased with Copis of an Account Current and an Assignment and

Bond

Bond annexed Which said Bill setforth and — Charges as followeth to wit That Mahomed Hufeen Sawker Cawn and Abbedillah Cawn Sons and heirs to Mootifer Cawn Deceased stand jointly and seperately indebted unto Hanamantha Naig of Madras Gomastah and Manage to the Banking House long established and known Throughout India under the form of Dowah Bookanjie Dofs by his Attorney James West of Fort Saint George Esquire in the full and just Sum of Seven thousand One hundred and Six Star Pagodas Current Money of Madras — Making in Sterling Money of Grat Britain at the rate of Eight Shillings for every Pagoda the Sum of Two thousand Eight hundred and Forty two Pounds and Eight Shillings as would were fully Appear by the Copis of an Account together with an assignment thereunto Annexed for the — Inspection of the Mayors Court and which he prayed to be admitted as part of his — Amended Bill of Complaint the Originals —

whereof

Whereof he stated to be in the possession of his said Attorney and ready to be produced when the Mayors Court should require and he further stated that the said Banking House of Davah Bookanjee Cawjee Doss being indebted unto the said James West the Complainant as Gomastah to and on Account of the said House being unable to discharge the Debt by their Means did on or about the Fifth day of October which was in the year of Christ One thousand Seven hundred and Eighty Seven in part satisfaction of such Debt Assign and make over unto the Complainant said Attorney a certain Demand he had as Gomastah of the said Banking House upon the estate of the late Mootiser Cawn deceased Amounting in principal and Interest to the said Sum of Seven thousand One hundred and Six Pagodas as might Appear by the Copy of the Assignment annexed to the said Bill of Complaint the said demand originating as he charged on a Loan originally and

bonafide

bonafide made to the said Mootiser Cawn in his Life time at his special instance and request by the Complainant as the Gomastah to and on Account of the said House or Firm of Davah Bookinjee Cawjee Doss upon a Bond executed by the said Mootiser Cawn by his Affixing thereto the Seal of his Family bearing the Name of his Father Mahomed Hussein Cawn Conformable to the Custom of Mahomedans of High Rank in such Cases and bearing date the Third day of July One thousand Seven hundred and Eighty

Your Petitioner further Sheweth to your most Excellent Majesty in Council that the Complainant stated that he had frequently requested the said Mootiser Cawn to pay the Amount of his Bond to the Complainant as Gomastah as aforesaid which he contantly promised to do untill the day of his decease which happened some time in the Month of June

which

which was in the year of Christ One thousand Seven hundred and Eighty three and the Complainant further stated that the said James West did personally apply to your Petitioner the said Abdellah Caun for payment of the said Sum of Money and that your said Petitioner did acknowledge that his father had borrowed the said Sum from the Complainant as Gamastah as aforesaid and in consideration thereof and of his having jointly with his Brother possessed himself of the Estates and Effects of their said Father Mootefer Caun did faithfully promise that the said Sum of Mony should be paid all which pretended Conversation of the said James West with your said Petitioner Abdellah Caun your said Petitioner Doth solemnly declare to be without foundation and that he never had any conference Whatever with the said James West your Petitioner Sheweth that the said Bill afterwards stated that the said James West had frequently and in a friendly Manner Demanded the Payment of the

the said Sum of Seven thousand One hundred and Six Pagodas from your Petitioners who refused to give any Manner of Satisfaction Whereupon he brought his said Suit and prayed that your Petitioners should Answer and that the Complainant be Decreed the said Sum with Interest and Costs of Suit and that they may be Summoned on a certain Day to Answer the said Bill of Complaint and to stand to and abide by such Order and Decree as the Mayors Court should make therein —

To Which Said Bill of Complaint your Petitioners shew that they Appeared by their Attorney and Demurred thereto and for Cause of Demurrer stated Among other things that they did not inherit any property from their said Father and therefore not liable to the Complainants Demand and further that Supposing they had possessed property from their said Father the Complainant could not have any Right to Demand payment of the said Bond from them and much less could he pretend to

to assign it over to another as the name of the
Complainant never Appears in the said Bond nor
is it made payable to him nor does he appear
to have nor has he in fact any Right Title or
Interest therein for the said Bond is made payable
to Savah Buckinjee Doss Soucar at his Doscar
or ship at Arcat and to no other person Whomsoever
and for further Cause of Demurrer your Petitioner
stated that the said Bond bore an high exceßive
and usurious Interest for above the legal Interest
allowed in India

To Which said Demurrer your Petitioners
shew that the said Complainant filed a Joinder
and therein pretended that your Petitioners had possessed
themselves of Property of their said Father to a very
Considerable Amount and Converted it to such uses
as they thought proper and were thereby liable to
the payment of the Debts of their said Father
and by way of Joinder to the Second Cause of

Demurrer

Demurrer the Complainant stated that it was the
established Custom for ages and Sanctioned by the
uninterrupted usage of Commercial Transactions that
the Gomastahs to the House of Soucar or Bankers
are the Managers of every part of their Transactions
and for Joinder to the third Cause of Demurrer
the Complainant pretended that it is Within the
practice of the Mayors Court to recover on a Bond
executed by one Native Indian to another let the
Interest be ever so great suffering only the Legal
Interest of Twelve per Cent to be stated in the
Account Current

Your Petitioners Shew that the said
Demurrer and Joinder came on to be heard before
the said Mayors Court at Madraspatanam on
Tuesday the Twenty third day of September which
Was in the year of Christ One thousand Seven
hundred and Eighty Eight when the Mayors Court
Ordered that the said Demurrer be thrown out

With

with Costs to be paid by your Petitioners and that they be Ordered to put in their Answer to which Order Mr. Alderman Ross dissented being of Opinion that the Bond on which the Action was brought is void by the said Act of Parliament which restrains the loans of Money made by British Subjects to Twelve per Cent and says that all Bonds Contracts or Assurances whereby there shall be taken above that rate shall be utterly void and the present Bond bearing an Interest of Eighteen per Cent it did not appear there was a proper foundation for an Action as by the said Dissent making part of the Proceedings herewith lodged to which your Petitioner prays Reference may more fully Appear.

Your Petitioners shew to your Most Exellent Majesty in Council that having considered themselves aggrieved by the said Order they Appealed therefrom to the Court of Appeals at Madraspatnam stating principally those Matters and things which are

stated in their Demurrer and the Complainant put in his Answer thereto and the same came on to be heard and determined before the said Court of Appeals on the Tenth day of this Instant December when the said Court of Appeals thought proper to confirm the said Order of the said Mayors Court and to Direct your Petitioners to Answer the Complainants Bill of Complaint as by the said Orders of the said Mayors Court and Court of Appeals as well as by the several other Proceedings herein before setforth and herewith transmitted to your Most Exellent Majesty in Council may more fully Appear to which your Petitioners most humbly pray Reference and to have such full and Ample benefit therefrom and from each of them as if they were herein fully setforth.

By which said Orders of the said Mayors Court and Court of Appeals your Petitioners do Consider themselves Aggrieved and do therefore Appeal therefrom to your Most Exellent Majesty in Council for the following Among other Reasons

Reasons

First ... Because by the shewing of the said James West he hath Received Two different Assignments from two Different Persons for the same individual Debt to Wit from Davy Buckenjee Cawjee dofs and from Hanamuntah Naick and the said Assignments are brought forward as if executed in the same day to wit on the fourth day of October Which was in the year of Our Lord One thousand Seven hundred and Eighty Seven and the said James West as the Assignee thereof hath Commenced two Seperate and distinct Prosecutions for recovery of the Amount due thereon the one Against one Mootiyer Cawn and the other against your Petitioners as his Sons and Heirs at Law

Secondly ... Because by the said Bond Mootiyer Cawn alone is bound the same not extending to his Heirs

Thirdly Because the said Bond is Made in the Name of Davah Cawjee Buckenjee dofs the same Person Who is Mentioned in the said Original Bill of Complaint as the Complainant did no mention Whatever is Made of Hanamuntha Navy as Agent or Gomastah therefore in the said Amended Bill the said Hanamuntah Naick Should have setforth the Authority under which he put the said Bond in Force and have offered to produce the same.

Fourthly Because Your Petitioners are neither Executors or Administrators of the said Mootiyer Cawn nor have they in any respect Possessed themselves of intermeddled with his Estate or Effects Wherefore they are not liable to the Debts or Engagements of the said Mootiyer Cawn

Fifthly Because the Interest on the said Bond is Eighteen per Cent per Annum besides one per Cent Commission Which is above the legal Interest established by Act of Parliament and therefore not recoverable in a British Court of Judicature

For all Which Reasons

and

and such others as may be offered to your most Excellent Majesty in Council at the Hearing of this Cause your Petitioners most humbly pray that your most Excellent Majesty in Council will be pleased to reverse the said two orders of the Mayors Court and Court of Appeals and may Decree that your Petitioners said Demurrer may stand good and that the Complainant may pay all Costs of the Suit in the said Mayors Court and Court Appeals at Madras as Well as of this Appeal to your most Excellent Majesty in Council and your Petitioners pray such further Relief in the Premises as to your most Excellent Majesty in Council may Seem Meet

/Signed/ S. Lopham
Solicitor for appellant

Court

Court of Appeals
at
Madraspatnam

Saturday the 10th day of December
Anno Domini 1791.

Between Mahomed Hussan Saiber Cawn and Abbedallah Cawn Sons and heirs of the late Motiser Cawn Deceased Appellants and Hanamantha Naig Gomastah to the House of Dava Bucanger Causeu Dos by his attorney James West Respondent

This Cause coming on this day to be heard and debated before this Court by the Attorneis on both sides upon hearing the Petition of Appeal and Answer and the several Exhebits of the Honble the Mayors Court together with the Order of the said Court given in this Cause on Tuesday the 23d day of September anno Domini 1788 upon due Consideration had of the Matters therein severally Contained and of

the

the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to order and Decree and doth Accordingly Order and Decree that the said Order of the Honble the Mayors Court do stand Affirmed and that the Appellants Petition be hence Dismissed with Costs—

Hur

/Signed/ Chas. N. White
Clk

To

To the Honble John Hollond Esquire—

Governor &c. in Council

Fort Saint George

In the Honble
the Court of appeals

Between Conjeveram Aroonachellam
Moodelly by his Attorney Jeronimo—
Rangell Fernandez Complainant
and Maliapen and Tanappen—
Defendants—

The Humble Petition and Appeal of the—
above named Complainant Conjeveram Aroonachellam
Moodelly by his Attorney Jeronimo Rangell Fernandez

Sheweth

That your Petitioner did by his said attorney on the twenty Eighth day of March in the year of Christ One thousand Seven hundred and Eighty Eight file a Bill of Complaint in the Honble the mayors Court against the above named Defendants for the Recovery of the Sum of Three hundred and Seventy seven Pagodas

Filed in my Office
the 28th September 1789.
Chas. N. White Clk.

Pagodas twonty two fanams and ten Cash and in order to setforth how and in What manner the same did Arise and become due did shew that the principal of the said Sum had been advanced by your Petitioner to one Valiapen and Valiappen as the purchase Money of certain priviledges in Villages Which they inhabited in the District of Coondamallee and that the said Defendants Who were cohears With the said Valiapen and Valiappen did guarantie the peaceable posession thereof to your Petitioner as your petitioner did say would Appear by a Deed Marked A No 1 annexed to his said Bill of Complaint and which he did pray might be taken as a part thereof and your Petitioner did further shew in his said Bill of Complaint that the said Defendants did engage in the went of your Petitioners being Distrubed in such posseşion that they would return or secure such purchase Money to your Petitioner when ever so required as Would Appear your petitioner did say by the Copy of a certain engagement entered into with your Petitioner by the said Defendants annexed to your Petitioners said Bill of Complaint and which he did pray might be taken as part and parcel thereof and your Petitioner did also state that some time afterwards the Inhabitants of the said Villages did raise Disturbances and absolutely refuse to suffer your Petitioner to enjoy peaceably the priviledges he had purchased therein Wherefore your Petitioner did apply to the Defendants to fulfill their Engagements but who contrary to Equity and good Conscience refused so to do if he did therefore commence his action Against the Defendants and your Petitioner in his said Bill of Complaint did state as a Variety of other Matters and things in support of his said just Demand Reference being thereunto had and which your Petitioner humbly prays may fully and at large Appear —— To Which said Bill of Complaint of your Petitioner the said Anaiapin and Sanappun did file a plea and answer and did therein

therein and thereby pleads that they were forced against their Wells and under a Confinement of three sucessive Days and Nights to sign the Bond or Engagement hereinbefore Mentioned hoping that after they should be released they Might obtain redress the said plea and Answer did further state that it Appeared by the Body of the said Bond that the same was given by Amaliappen and One Ersapen and no other. and that the said Amaliappen and Ersapen did joint give such Agreement instead of which your Petitioner had thought proper to sue Amaliapen and one Sanappen so that the Bond did by no Means Maintain your Petitioner Suit against the said Defendants or either of them not against Sanappen because his Name was not Mentioned in the Bond and Neither against Amaliapen because he became jointly Bound With one Ersapen and not severally and therefore should by Law have been jointly sued With the said Ersapen unless the said Ersapen should have been dead and your Petitioner further sheweth that the said Defendants did deny standing indebted to your Petitioner in any Sum of Money Whatever or that they knew any thing of the purchase of poiviledges from Vataipen nor did they know any thing of his purchasing the same or any of the other purchases in the said Bill of Complaint Mentioned that they never received a Single Cash from your Petitioner in their Lives on Account of the said purchases or from any other person that the Lands pretended to have been purchased by your Petitioner was their own property and our other Different persons The Defendants did further positively deny ever having executed any Agreement or Made any promise but in the Manner in their said plea Mentioned That at the time such Bond was signed they did not owe or Acknowledge to one further than by such Bond any Money Whatever to your Petitioner that they were not privy to the purchase that they received no part of the purchase Money that they never Voluntarily engaged to pay

or

or ever intered into any Agreement but the one that as they pretended was executed under force and the Defendants did urge several other Matters and things in their said Answer as in and by their said Answer reference being thereunto had May Appear but as the same does not Appear to your Petitioner to be either pertinint or Material he has not thought Nessary further to Notice them

Your Petitioner further sheweth that he did on or about the twentieth Day of November following file a Replication to the said Plea and Answer of the Defendants and after Denying the Assertions in the said plea and Answer contained and by Arguments and Shewings Demonistrating the falsity thereof did in his said Replication setforth that from Time immemorial the Ancestors of one Paliappen Mootoo Veeragoven Maliapen Dermarayen Treevaloora Tanapen and Ersapen enjoyed Certain Villages in and about the Districts of

of poondamalle callid Vyalanellore Chocadana nellore Ayett Cherry Calayampattady and Coopamadoo after whose death the same dwolved and became the joint property of the above said persons as Coheirs of their ancestors that some time in the Month of October in the year of our Lord one thousand Seven hundred and Seventy four one Pauliapen and Mootoo Veeragovain the Chiefs of Maliapen and Tanapen the Defendants applied to your Petitioner to purchase from them a quarter part of their third Share in the said Villages that your Petitioner did Accede thereto and did purchase the same for one hundred and fifteen pagodas that the Defendants did Solicit your Petitioner to purchase their Shares also and on his refusing the refused to sign the Bill of Sale Executed by Mootoo Veragavain and Pauliapen and did molest your Petitioner in the premisses that During the War when the Defendants were in great Distress they applied to your Petitioner for twenty Pagodas ten of which was a conditional present for affixing their Signatures to the said Bill of Sale and

and the other ten pagodas by way of loan that your Petitioner did promise he would comply with their request provided they Would Engage that he should no longer be molested in the premisses and that if he should be again molested that then and in such case they should return to him the purchase Money he had Advanced therefor to this proposal they readily and voluntarily consented and in consequence gave the Bond Marked A no 2 annexed to and exhibitted with your Petitioners said Replication that your Petitioner did then give Six Pagodas to Malaiapen in ready Money on Account whereof the Defendants did grant to your Petitioner the Bond Marked E also annexed to and Exhibited with his said Replication and that a few Days afterwards the said Malaiapen gave the order for the remainder Marked F likewise annexed to and exhibitted with his said Replication that after the Restoration of peace the Defendants did again Disturb your Petitioner in the said premisses and in

Consequence

Consequence thereof he did apply to Catlon Power Cantr Dent Esqure the then justice of the peace who referred your Petitioner to antonio de Souza the Amil or Renter of the Poondamallee District who referred the matter to the Companys Cutcherry before Which the Defendant Malaippen Declared that his only motives for interrupting your Petitioner in his posession was that your Petitioner had promised him a Sum of money as a present Which he had not granted your Petitioner on his said Replication did state his Reason why he had not fullfilled his said promise and shew that the heads of the said Cutcherry did after considering the matter Order your petitioner to pay the said Sum of Money and the Defendant the said Malaiapen did then in the presence of the said Heads of the said Cutcherry request your Petitioner to pay the same to Ramapilliah on in the said Replication beforementioned that the said Heads of the said Cutcherry did then Order the Defendant the said Malaippen to give your Petitioner a Writing under his hand that

he

he would not rise any more Disputes and prevent
him your Petitioner from Cultivating his said Lands
that in obedince to such Order the Defendant
Mahapen did execute the Writing Marked C annexed
to and exhibited With your Petitioners said
Replication that your Petitioner did pay the said
Sum so Ordered by the said Heads of the said
Cutcherry and in conformity to the Request of the
Defendant the said Mahappen to the said
Ramapillah Who did in Consequnce give to your
Petitioner the receipt Marked G annexed to and
exhibitted with your Petitioners said Replication
and your Petitioner Shweth that he did setforth
many other matters and things in his said
Replication and did annex thereto and exhibit therewith
such other Vouchers and Documents Reference being
thereunto had may appear and that such
Representation and Exhibits did fully establish his
said Bill of Complaint and did wholly do away

and

and confute every part of the said plea and Answer of
the Defendants

Your Petitioner further Sheweth that the
Defendants did on the twelfth Day of February following
file their Rejoinder to your Petitioners said Replication in
and by which said Rejoinder the Defendants did assert
as in and by their said plea and Answer they had asserted
that the said Bond was obtained by Duress and against
their Will and consent and did further urge an
irregularity of parties in your Petitioners said Bill of
Complaint setforth the said Rejoinder did further state
that they the said Defendants did not grant the
Cadgans Marked with the Letters C and D Copies
Whereof were Annexed to your Petitioners said
Replication and did boast a right to interrupt your
Petitioner as an intruder upon their rights that they
had a right to the Lands in question and that they
never did apply to your Petitioner for Money either
as a present or as a Loan, that your Petitioner never
paid to them the said Sum of Six Pagodas for

Which

Which the said Analiapen gave a Bond for ten Pagodas and that your Petitioner promised to pay the remainder that the Defendants the said Analiapen never did send an Order to your petitioner to pay the said Sum of Six pagodas that the matter was never referred to Mr. DeSouze nor by him referred to the Companys Cutcherry and there Determined and that your petitioner never paid the said Sum of Eight pagodas the Rejoinder then proceeds to comment on a Mistake in the Date of the Exhibit E Which was merely a Mistake of the Interpreter for the Matter it contains shews its Dependence and its authenticity has been established by no less than four Witnesses your Petitioner further Sheweth that the said Rejoinder Does setforth a variety of other Matters and things as in and by the said rejoinder reference being thereunto had May Appear a part Whereof is extraneous in other particulars Vague reasonings and immaterial

Arguments

Arguments so that your Petitioner has not taken Notice thereof conciving the same to be superfluous and impertinent

Your Petitioner further Sheweth that Issue did Join in the said Cause and Rules did pass for the Examination of Witnesses and that witness were examined Accordingly both on the part of your Petitioner and on the part of the Defendants and that after the usual further process the Cause Came on to be heard on the fifteenth Day of this present Month of September in the present year of our Lord One thousand Seven hundred and eighty nine When the said Honble the Mayors Court were pleased to order and Decree and did Accordingly Order and Decree that your Petitioners said Bill of Complaint should be Dismissed With double Costs as more fully Appears by a Copy of the said Decree hereunto Annexed for the inspection of this honble Court to Which your Petitioners begs leave to

refer

refer and prays the same May be taken as part
of this his Petition and Appeal the Original whereof
is in your Petitioners possession and ready to be
produced at the hearing by Which said Order and
Decree of the said honble the Mayors Court your
Petitioner Doth conceive himself much aggrived and
Doth therefore Appeal therefrom to this Honble
Court for the following Amongst other Reasons

First Because your Petitioner has fully proved his
claim According to the principles of Equity and
by such Mode as the law requires for your Petitioner
has given a fair Statement of Matters of Fact
and Supported those facts by suffecunt
Evedince your Petitioner having proved by four
Witnesses that the said Bond Marked A N2
and Which the Defendants have positively
Sworn was obtained by Duress and Against
their Will was executed by the Defendants
Without any force or Compulsion Whatever on the
Contrary

contrary it was so executed with their own free
Will and Accord he has also proved by a like
number of Witnesses the execution of the Bond
Marked E granted by the Defendants the said
Malappen in favor of your Petitioner immediately subsequent
to and in Consequence of the said Cadjan bond marked
A for the Sum of ten Pagodas he has also proved five
Witnesses the said Agreement C granted by the defendant
Malappen in the Companys Cutcherry in Consequence
of the reference made by your Petitioner to the
Cotton Power Bank Dent and antiones de Souze
and to the Honble Companys Cutcherry and he has proved
by two Witnesses the Receipt Marked G given by
Ramen in consequence of the Direction of the
Defendant Malappen

Secondly Because the Defendants have stated matters
contrary to the Truth and in attempting to establish
the same Displayed the strongest marks of perjury
and Subornation of perjury, for the Defendants in

order

order to support their plea of Duress and force in the Execution of the said Cadjan Bond marked A N.º 2. have examined four Witnesses Who as it should seem Were Eager to Swear to any thing have Sworn positively to one Deed instead of another for on the Cadjan marked B being shewn to them instead of the Cadjan A N.º 2. they without any kind of reservation Declare that was the Bond which was obtained from the Defendant by force and under imprisonment —— The original Cadjan marked B a Copy of Which is annexed to your Petitioners Repleication and to Which your Petitioner begs leave to refer is the Title Deeds of certain lands and is dated in one Thousand Seven hundred and Seventy four Whereas the Cadjan Which the Defendant says was obtained by force was dated in one Thousand Seven hundred and Eighty one and is an agreement or Bond your Petitioner therein saith that such a palpable Falshood obvious the Interference

interference of this honble Court in order to crush an Evile Which Appeares to be spreading to an enormouse Degree and he further says that the Law holds that where one part of a Deposition is proved false the Whole is thrown aside and in the Depositions alluded to the falshood is self evident for the Defendants swear positive to one Cadjan instead of another —— In addition to the Opperation of the Law your Petitioner has produced four Witnesses to shew that the said Escribat A N.º 2 Was granted by the Defendants to your Petitioner of their own free will and Accord it is therefore evident that the Defendants have rendered themselves liable to the pains and Penishment inflicted on those Who swear to as falshood and who Suborne others to do the same that although the Defendants Deny any Knowledge of the purchase of any previlidge from Velaapen by your Petitioner yet they have not attempted to prove it and the Title marked A N.º 1 annexed to your Petitioners said Repleication to Which your Petitioner begs leave to

to refer will shew that they had it in their power for in that Deed which is Duly by the Defendants and which they have no where denied they convenant to keep your Petitioner harmless in the premisses and this point is further Strengthened by the exhibett **D** annexed to your Petitioners said Replication and to which your Petitioner begs leave to refer for therein the Defendant and your Petitioner enter into Agreement not to Dispose of their joint property meaning the property in question but With Mutual Consent

That although the Defendants Declare positively upon their oath that they never received in their lives a single Cash from your Petitioner yet this they have not Attempted to prove and on the other hand your Petitioner has proved the contrary by several Witnesses as Appears by the several Depositions given in support of the Exhibits C.E.F.G

Thirdly Because four of the Witnesses produced on the part of the Defendants have Deposed to the Exhibit **B** instead of the Exhibit **A** N°2 and have committed a palpable falshood and because the other Witnesses on the part of the Defendants do not Depose to any thing material and because the Depositions are almost Verbatim the same With the Interrogatories which shews a degree of unfairness and Want of Justice Which the Law does not allow of any Which Equity Condemns

For all Which Reasons and such other as May be Offered at the hearing your Petitioner prays that this Honble Court will be pleased to Reverse the said Order and Decree of the said Honble the Mayors Court and grant him such other & further general relief in the premisses as in their Honble Courts Wisdom May Seem Meet

/Signed/ J. S. Hall

Sol^r for Appellant

Mayors Court
at
Madraspatnam

Tuesday the 15th day of September
Anno. Domini 1789

Present

William Webb Esquire Mayor
Andrew Ross John Mitford
& Henry Chichley Michell Aldermn

(LT)

Between Canjevaram Arnachellum
Moodeliar of Madras Inhabitant &
Attorney Veronimo Rangell
Fernandes of the same place
Inhabitant Complainant and
Mahapen and Sanapen of the
same place Inhabitants
Defendants

This Cause Coming on to be Heard and Debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with an

an Account Current Marked A N.1 Translation of an
Agreement or Writing Marked B. N.2 and Copy of an with
Assignment with power of Attorney Marked C N.3 annexed that
Affidavit of the Complainant The Defendants Plea and
Answer the Amended Replication with Copies of seven means
Exhibits Marked ABCDEF & G annexed the Rejoinder the
Interrogatories and Depositions on the part of the Complainant
With several Exhibits Marked ABCDEFGH and
Translates thereof Annexed The Interrogatories and depositions
on the part of the Defendants on Hearing the
Pleadings made use of by the Attornies and on due considerat
Said Motion This Court doth think fit to Order and
Decree and doth Accordingly Order and Decree that the
Complainants Bill do stand Dismissed with Double
Costs of Suit

Hue (signed) J. Taylor Deputy Regr

a true Copy
(signed) J. S. Hall
Solr for Appt

To

To the Honble John Holland Esquir

President and Governor &c. in Council

Fort Saint George

In the Honble the Court of Appeals

Between Conjeveram arconachillum

Moodelly by his Attorny Jeronimo Rangell Fernandes Complainant and Mulapen and Sanappen Defendants

The Answer of the abovenamed Defendants

to the Petition and Appeal of the above named Complainants

These Respondents in Answer to the said Petition and Appeal say that they admit that the Appellant did by his Attorny Jeronimo Rangell Fernandes file a Bill of Complaint in the Honble the Mayors Court for the Sum of Three hundred and Seventy Seven Pagodas Pagodas Twenty Two fanams and Ten Cash at the time mentioned in their Appeal but these Respondents say that about a Month previous thereto the Appellant having had Some dispute with these Respondents he threatened that he Would bring a

Secretary Office
6th November 1787
Chas. Wilkins Sec.

a Suit in the Honble the Mayors Court and ruin them with the Expences of Defending it and the Defendants admits that in pursuance of such threats and no doubt in order to Accomplish the same the Bill in Question was thro the means of Jeronimo Rangell Fernandes filed a Summon and Warrant of arrest immediately taken out and these Respondents arrested in their own Houses in the middle of the Night and these Respondents further say that they are fully justified in Charging the Complainant with having no other view in Commencing the said Suit than to oppress and harrass them as upon a bare inspection of the Bill of Complaint it self it will readily Appear for the Account Current is made up of three Different Sums of Forty five Pagodas Stated to have been paid to one Paulapen in the year one thousand Seven hundred and Seventy four on which there is charged Sum of Sixty Six Pagodas and upwards for Interest the Second Article is Seventy Pagodas Charged also to have been paid in the year one thousand Seven hundred and Seventy four to one Veeraugava whereon there is the Sum of One hundred and four Pagodas and upwards charged for Interest and the remaining article is Stated to be the Sum of Forty

three

three Pagodas Five fanams and twenty Cash paid to one Durmarooja and there is upwards of Forty Eight Pagodas charged for Interest upon this last article it is observable therefore that upon this Account nither of these Respondents Appear to have received a Single Pagoda and the Interest alone Amounts to Two hundred and Nineteen Pagodas Sixteen fanams and Seventy Cash from the Appearance of this Account it seems very extraordinary indeed how the Respondents could have any thing to do therewith but in Order to make these Respondents Defendants to the suit the Appellant has Annexed a written Agreement Which does not Appear to have been given for any valuable Consideration Whatever and is drawn out not in the Name of Naliapen and Tanapen the present Respondents but in the Name of Naliapen and one Ersapen so that Clearly Tanapen has nothing Whatever to do with it and Naliapen the Father Respondent Ought to have been Joined in the Suit with Ersapen as in the agreement he is Joined with him these many irregularities together With the Manner the Respondents were

Arrested

Arrested Suffecuntly point out the Nature of the whole Transaction and had they been explained to the Honble the Mayors Court upon a Demurrer there can be but little doubt of their having Dismissed the Bill of Complaint but these Respondents not being Acquainted With the practise of the Coast and having allowed the time to expire within which the Mayors Court admits of Demurrers being filed they were Obliged to put in their Answer and did Accordingly at the Expiration of the Rules file a Plea and Answer to the said Bill of Complaint in which they Stated that Some little time before the Date of the Agreement the Complainant being then Dubash to Colonel Owen and being thereby possessed of great power and influence he sent his Master Peon to this Respondents in his Masters Name With Orders to bring them before him that thereupon they went with the Peons who carryed them to the Complainants Tent then at the Amount and upon their Arrival the Complainant informed them that he had been Disturbed in some Preveledges he had bought

bought of their Partners and that they must give him an
Agreement that he shall not be Disturbed any more and
Demanded of them to sign such an Agrument as is annexed
to the Bill of Complaint these Respondents to these
Replyed that they would not do any such thing for they
had never Received any part of the Purchase Money for the
Prevelidges or did ever consent to the Sale thereof whereupon
the Complainant confined these Respondents by force and
against their Wills for three Succesive days and nights
in his Tent to compel them to Sign the same till at
length from the fear of further Illtreatment their
helpless Situation and the hope that they should be
able to get redress when they were enlarged they consented
to Sign the Bond whereon the Present Suit is brought
and thereupon they were enlarged and these Respondents
Pleaded the Manner in Which the said Bond was
Obtained in bar to the said Suit and prayed that they
may be dismissed therefrom they also Stated that the
Witnesses who are Named as being present at the
Signing of the said Bond refused to sign their
Name

Name in Attestation of the Execution thereof because they knew
the improper Manner the Bond had been Obtained and in fact
it Appears upon inspection of the Bond that tho there are
Four Different Names inserted at the Conclusion of the said
Writing as Witnesses thereto there is not One of them has
Chosen to Subscribe his Name himself as a Witness thereto
Which is usually done but a Single Name different from
any Mentioned in the Bond is Subscribed as Witness
to its Execution these Respondents also took Notice of
the irregularity above Observed in the parties to the
Agreement and insisted that the whole was so irregular
as not to Merit an Answer Notwithstanding Which as
they could justify themselves from any Demand of the
Complainant by a Statement of Facts as well as by Law
they Procedid to Answer the several Charges of the said
Bill and directly denyed that they Owed any Money
to the Complainant Whatsoever they also denyed that they
were ever requested by the Complainant to purchase any
Prevelidges of One Vellapen nor did they know any
thing of the Complainant having purchased the same

or

or of his having made any of the purchases mentioned in the Bill of Complaint or of his having paid any Money for the same but they positively Swear that they never received a Single Cash on Account of the said purchase and therefore they could not be liable to make good the same either in equity or by Law or indeed upon any Principle whatsoever they also say that the Complainant has not given any Reasons in his Bill of Complaint why he did not Apply to the Persons to Whom he says he paid the Money instead of these Respondents and if the fact is that they have been selling him any property in Which he has been Disturbed it is reasonable and fair that they should give him a good title or return him the Purchase Money but it would be a Most cruel hardship upon these Respondents if from their being jointly interested With others their partners should first Attempt to sell their property and then because the persons who Attempted to sell could not give a regular title they should Attempte to Make these Respondents Make good the purhase Money which it

It is not pretended they ever received These Respondents further Admitt that to this Plea and Swear a Replication was filed on the day mentioned by the Appellant but they altogether deny that such Replication did by any Arguments or otherwise Demonstrate the falsity thereof on the contrary the Appellant instead of confuting by any Arguments whatever the several Apertains of these Respondents in their Answer goes into a new Detail of facts which Seem totally foreign to the purpose and contains a Confused detail of facts relative to the Lands to which they pretend a right but the Only part that seems any way to affect these Respondents is a charge he Makes that some time during the War these Respondents being in great distress Applyd to him to advance them Twenty Pagodas for Ten of which they Offered to Sign Some Agreement respecting the Lands and the Other Ten was to be a loan that in consequence thereof the Sum of Six Pagodas was paid in ready Money and Accordingly a receipt appears for Six Pagodas and they also pretend that Eight Pagodas was paid by the Complainant in consequence of an Order of Mr. Defouza

So

so that the whole that the Complainant by his own
Shewing charges to have been really paid is the Sum of
Six Pagodas and Eight Pagodas making together the
Sum of Fourteen Pagodas and the Six Pagodas being paid
in One thousand Seven hundred and Eighty one and the Eight
Pagodas in One thousand Seven hundred and eighty three the
Interest on Six Pagodas could not Amount to more than
Four Pagodas at the time when Bill was filed and the
Interest on Eight Pagodas to About the Same Sum so that
by the Appellants Own positive Shewing in his said
Replication the whole Amount both Principal and Interest
that could be due to him at the time the Bill was filed was
only the Sum of Twenty Two Pagodas or thereabout
Notwithstanding which he has filed his Bill for Three
hundred and Seventy Seven Pagodas and procured some man
to swear positively that the Debt is due these Respondents
admit that to this Replication they did file a Rejoinder in
which they repeated and insisted that what they had
Sworn to in their Answer was Strictly true and they
altogether denyed having ever Apply to him for the loan of
Twenty
Twenty Pagodas or having ever Received Six Pagodas or Eight
Pagodas in the Manner Pretended or any other Sum of
Money Whatever they also State in the Rejoinder that
the Appellant charges in his Replication that after the
granting of the Agreement which is Annexed to his Bill of
Complaint the Replicant paid unto these Respondent Mahapen
the Sum of Six Pagodas in ready Cash for which he gave the
Appellant a Bond for Ten Pagodas Copy where of Marked
E is annexed to his Replication but upon inspection
of this Bond to which he refers it Appears to be Dated
in the Eleventh of March One thousand Seven hundred and
Sixty One Whereas the Agreement is Dated on the
Twenty fifth of October One thousand Seven hundred and
Eighty One so that he Manifestly contradicts himself
since it is impossible that a Bond could be given and
Money paid in the Month of March One thousand
Seven hundred and Eighty One inconsequence of an
Agreement Made in October One thousand Seven hundred
and Eighty One they also pointed out a Number of
irregularities respecting the Exhibits Annexed and they
concluded by charging the Appellant with no other
Motive

Motive Whatever in carrying on the said Suit but the hope of Oppressing and harrassing them by the Expence of a long Litigation which they flattered themselves the indigence circumstances of these Respondents would not allow them to Support these Respondents further begs leave to Shew that Issue having been Joined on the aforegoing Proceedings they produced and Examined their Witnesses Four of whom Swore positively to this ~ Respondents having been confined in the Manner Stated in their Answer and that the Bond was Obtained by force and that these Respondents declared so when they signed it they produced Four other Witnesses ~ Who also Swore that the Persons Whose Names were insisted as Witnesses in the Bond refused to attest the ~ Same because they said they knew these Respondents had not Executed it with their free will and ~ Consent they also produced other Witnesses to prove their right to a Proportion of the Property in Question and lastly they proved the disputes that had ~ arisen previous to the present Bill of Complaint being

being filed and the Menacing expression the Complainant made use of relative to the same these Respondents further admit that publication having passed and the Cause having been Set down to be heard it came on to be heard on the Fifteenth day of September last when the Honble the Mayors Court were pleased to order and Decree and did Accordingly Order and Decree that the Appellants Bill of Complaint should be Dismissed with Double Costs these Respondents cannot in any Manner admit that the ~ Complainant has been thereby aggrived either for the Reason Suggested by the Appellant or for any other Reason Whatsoever these Respondents humbly insist that the Bill was so irregular in itself that it could never be expected to be Supported and the Transaction Appears upon the Procedings to have been so very wantonly litigious and the swearing to the Debt and the Proofs obtained therein so very rash and oppressive that the Court if they wished to put a Stop to such ~ flagrant

flagrant Abuses of their Authority could not well
shew their Displeasure Otherwise then by making the
Complainant pay Double Costs these Respondents trust
they can fully Answer the three reasons Annexed in
Support of the Appeal and will then add some
reasons in Support of their Answer which they hope
will induce the Court to Confirm the said Decree

In regard to the first Reason these
Respondents say that they proved their being confined
by four Different Witnesses and also Supported it
by their Own oath which in point of evidence is
Much Stranger then any proof that can be adduced
to the Contrary In the One Case they positively
Swear to a Single Simple fact whereas in the other
Case the Witnesses attempt to prove a nagative
Which it is unposible can be done by any positive
oath whatever the Complainant also says that he
has proved the Execution of the Bond Marked E
given in Consequnce of the Agreement Marked A that
is given in consequnce of a Bond Dated Seven months

after

after Which is Absurd and imposible and therefore
if the Appellant has produced four Witnesses to
Swear to that fact they are upon the face of the
Paper evidently fore Sworn Which is full Answer to
the first reason Suggested by the Appellant

To the Second it any readyly be said that
the fact Sworn to by the Witnesses as well as by
these Respondents in their Answer is the Simple
fact of there having been confined till they executed
some Bond required by the Complainant this
Respondents do not Admit that there is any mistake
relative to the Bond in Question but if there is it
must have arisen from the inattention of the
Examiner and can be no means do away the
positive Assertion of these Respondents having been
Confined and forced by the Complainant in the
manner stated in their Answer and as to any money
having been received the most the Complainant
pretends he ever Advanced is only Twenty Pagodas
and therefore by his Own Shewing he can have

no

no pretence to the Sum of Three hundred and Seventy Seven Pagodas —

The third reason is already Answered as far as relates to the Material facts having been duly proved and as to this Depositions if they are taken improperly Which these Respondents do by no means admit it must rest alone With the Examiner who being a Sworn Officer of the Court Must be supposed Sufficiently Competent to do his Duty these reasons being thus Answered thes Respondents beg leave to add a few Short reasons in Support of the Decree —

First Because of the Apparent irregularity of the Bill of Complaint and the Account Current Annexed thereto

Secondly Because of the Litigiousness and Oppression that evidently Appear in the whole proceedings and particularly in the Debt being Sworn to be Due and a Warrant of arrest taken out without any Notice given to this Respondents —

Thirdly Because that it evidently Appears that the Agreement was Obtained by force and without any Valuable Consideration Whatever —

Fourthly Because the Complainant never pretends by his own Account and allowing that every thing he says is true to have Advanced More than the Sum of Twenty Pagodas and yet they Want to recover the Sum of three hundred and Seventy Seven Pagodas and he has arrested these Respondents for that Sum —

Fifthly Because the Complainants Witnesses have evidently Sworn to what can not be true that is that a Bond Dated in March One thousand Seven hundred and Eighty One was given inconsequence of an Agreement Dated in October One thousand Seven hundred and Eighty One

Sixthly Because of the Manifest Litigiousness visible throout he Whole Proceedings and which Seem to correspond with the threats Which it is proved the Complainant Made use of —

For all which Reasons and for such Others as may be Offered at the hearing these Respondents humbly hope this Honble

Honble Court will be pleased
to Affirm the said Decree of the
said Honble the Mayors Court &
and will also be pleased to mark
their Displeasure at the &
Complainant persisting in his &
litigious Disposition in lodging
the present Appeal by Taxing
him with exemplary Costs and
these Respondents.

Shall Ever Pray

(Signed) Peter Walker

Solicitor for Respt

in instituting the present Action Against him was instigated by a vindicative Spirit and had so done solely to harrass and perplex the Defendant and to put him to unnecessary Expence and Trouble to which said & Answer your Petitioner did file his Replication and did therein Among other things set forth that the Sum of Thirtun Pagodas six Rein fanams and forty Cash credited by your Petitioner in his Account & Current Annexed to his Bill of Complaint was the full Sum due unto the Defendant for Account of a Quarter Cask of Wine allowing the same at the & Rate charged by the Defendant to wit Sixty Six & Pagodas per Pipe for your Petitioner said that the said & Quarter Cask was difficient by two Dozen of Wine as stated by your Petitioner in his said Account Current annexed to his Bill of Complainat and as to the Charge of Thirty & Pagodas for a Jepsue Waistcoat or as the Defendant calls it a very handsome Waistcoat Piece your Petitioner & solemnly Declared that just after the time of the & Marriage of the Defendant he presented to your

Petitioner

Petitioner the said Piece of Silk as a Present to make the Facings for riding Habits for your Petitioners Daughters your Petitioner and the Defendant being then on friendly Terms and your Petitioner also stated that the said Piece of Silk did not cost in Europe above Two Pounds a Five Pagodas Which your Petitioner said he would prove in due Time to the said Mayors Court so that even tho the said Silk had not been presented to your Petitioner as a Gift the Charge of thirty Pagodas was exhorbitant and your Petitioner stated that some days afterwards the defendant called on your Petitioner with a Piece of Silk and some Buttons Which he presented to your Petitioner and begged his Acceptance thereof and that your Petitioner neither at that time or at any time till the filing of the Defendants Answer had any Reason to consider the said Silk the Piece of Silk or the Buttons except as Presents as to your Petitioner And your Petitioner Shweth that even suppose they were not Presents yet the Charges made by the Defendant for the Same were much above their Value and that as to some Corks

which

Which were Charged by the Defendant your Petitioner stated that he did recollect having received some Corks but not to the Amount of a Grosse and as the defendant did not mention any Charge for them it escaped your Petitioners Memory however your Petitioner submitted the same to the Consideration of the said Mayors Court and was willing to allow for the same such Sum as to the said Mayors Court might seem meet your Petitioner did further setforth that it Appeard by the two several Letters of the Defendant to your Petitioner and his Attorney and two other Letters from the Defendants Attorney to your Petitioner Copies Whereof were annexed to your Petitioners said Replication that the Defendant was indebted to your Petitioner instead of your Petitioner being indebted to him as he hath falsely stated in his Answer and your Petitioner humbly submitted that from the Tenor and Language of the Defendants Writing he hath Shewn Litigious and abusive Disposition and therefore as well as because the same is contrary to his Answer

Sworn

Sworn to in the said Mayors Court humbly hoped that the Defendant would be decreed to pay unto your Petitioner Examplary Costs

To Which said Replication the said Defendant filed his Rejoinder and did therein set forth many evasive Matters which your Petitioner did not nor doth by any means admit That upon the above Proceedings Issue was joined and Witnesses examined and Publication passed and the said Cause was set down for Hearing and the same came on to be heard by and before the said Mayors Court on Friday the Ninth Day of this Instant October when the said Mayors Court did think proper to order and did accordingly Decree and Order and Decree that your Petitioners said Bill of Complaint be dismissed with Costs to be paid by your Petitioner as by the said Decree herewith Lodged for the Inspection of this Honorable Court of Appeals and prayed by your Petitioner to be taken as part of this his Petition and Appeal may Appear

From which said Decree of the said Mayors Court your Petitioner doth Appeal to this Hon'ble Court as he conceives the Same erroneous and that your Petitioner is much Aggrieved thereby for the following Among other Reasons

First Because the several Matters which are fully stated in your Petitioners Bill and Replication and which your Petitioner hath duly proved by positive Evidence are Suffecient to establish your Petitioners Claim on the Defendant and even by the very Letters from the Defendant and his Attorney Copies Whereof are annexed to your Petitioners said Replication it is proved that the Defendant is indebted unto your Petitioner

Secondly Because that however trivial the Sum for which your Petitioner sued the Defendant yet if the Items thereof have been duly proved the Mayors Court ought to have given a Decree for your Petitioner and still more so as the Letters of the Defendant falsify his Answer and are by their Words Tenor and purport of that abusive Tendency which would justify your Petitioner in the most rigorous Prosecution of his legal Demands even tho the Amount thereof was barely suffecient to make

make it possibly by the Charter to institute a Process for the Recovery thereof

Thirdly Because that in the Supposition of your Petitioners Demand being well founded which your Petitioner has fully proved the more trivial the Amount thereof the more litigious was the Conduct of the Defendant inforcing your Petitioner to a Process at Law for the Recovery thereof and therefore the said Mayors Court ought to have given a Decree for your Petitioner with exemplary Costs, on the very Principle whereon they have as your Petitioner conceives given a Decree against your Petitioner namely the Smallness of the Sum sued for

For all which Reasons and such Others as may be offered at the Hearing your Petitioner prays that this Honble Court may be pleased to reverse the said Decree of the Mayors Court and that the Defendant do pay all Costs of the Suit

(Signed) Stephen Popham
Solicitor for Appellant

Mayors Court

Mayors Court at Madraspatnam. Friday the 9th Day of October Anno Domini 1789.

Present

William Webb Esquire Mayor

Andrew Ross and Hybby Mitchell

Aldermen

Between Colbrell Barrell of Madras Inhabitant Complainant and Thomas Umphreston also of the same place Inhabitant Defendant

This Cause Coming on to be Heard and Debated this Day in the presence of the Attorneys on both Sides on Reading the Complainants Bill with Copy of an Account Current Annexed the Defendants Answer with Copy of an Account Current Annexed the Replication with four Exhibits Annexed the Rejoinder with two Exhibits Annexed the Interrogatories and Depositions on the part of the Complainant the Interrogatories and Deposition on the part of the Defendant with Copy of a Bill annexed On Hearing the Pleadings — made use of by the Attorneys and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Complainants Bill do stand Dismissed with Costs —

Entr Signed / George Taylor

Dep.y Regr.

To

To the Honble John Holland Esquire
President in Council
In the Honble
the Court of Appeals
For St. George.

Between Cottrell Barrett of
Madras Inhabitant Complainant
and Thomas Umpherston of the
same place Merchant Defendant.

The Answer of the above named
Thomas Umpherston to the Petition and Appeal
of the above Named Cottrell Barrett

This Respondent admits that the above
named Petitioner did on or about the twelfth day of
August Which was in the year our Lord One
thousand Seven hundred and Eighty five Exhibit a
Bill of Complaint in the Mayors Court at
Madraspatnam Against this Respondent for the
Recovery of the Sum of Thirty nine Pagodas Thirty
fanams and Sixty Cash being the pretended Balance

of

Filed in my Office
the 19th November 1789
Chas N. White Clk

of an Account Current a Copy Whereof was annexed
to the Petitioners said Bill of Complaint that this
Respondent did on or about the twenty Seventh day of
September in the said year of our Lord one thousand
Seven hundred and Eighty five file his Answer to the
Petitioners said Bill of Complaint and did thereby
Deny being indebted unto the Petitioner in the said
Sum of thirty nine Pagodas thirty fanams and
Sixty Cash or in any other Sum of Money whatever
but on the Contrary that the Petitioner was justly
indebted to him in the Sum of four Pagodas forty
three fanams and Sixty Cash being the Balance of
an Account Current a Copy Whereof was annexed
to his said Answer That this Respondent did in
his said Answer further set forth that he was at a
Loss to Account for the Petitioners filing a Bill
Against him in the said Honble the Mayors Court
for the said trifling Sum of thirty nine Pagodas
thirty fanams and Sixty Cash even had the same
been due and owing to him by this Respondent

as

as he was always ready in all Transactions of Business to come to a Settlement with the petitioner and which he had at several Times done in an Amount much larger than that in question and therefore he was induced to believe that the Petitioner in instituting the present Action against him was instigated by a Vendicative Spirit and had no other object in view than to harrass and perplex him and to put him to unnecessary Expence and Trouble and this Respondent did in his said Answer urge and setforth such other Arguments Matters and things as Appeard to him requisite to his Defence against the wanton attacks of the Petitioner as by his said Answer reference being thereunto had may Appear

This Respondent admits that the Petitioner did file his Replication to this Respondents said answer and that he did therein Among other things setforth and pretend that the Sum of Thirteen Pagodas Sixteen fanams and forty Cash credited by him in his Account Current annexed to his said Bill of Complaint was the full Sum due unto this Respondent for the Amount of a quarter Cask of Wine allowing the same at the rate Charged by this Respondent Sowit Sixty Six Pagodas & pipe for that the said quarter Cask as the Petitioner did pretend was Deficient by two Dozens of Wine and that as to the Charge of thirty Pagodas for a Piece of Tafsue by which was meant the Waistcoat piece Mentioned in the Account Current annexed to this Respondents said Answer the Petitioner did in and by his said Replication solemnly Declare that just after the time of the Marriage of this Respondent he this Respondent Presented to him the said piece of Tafsue as a present to Make the facings of riding habits for his Daughter the Petitioner and this Respondent being then on friendly terms and this Respondent admits that the said Replication also stated that the said Piece of Tafsue did not cost in Europe above two pounds or Five Pagodas and which the Petitioner did say he would in due time prove to the said Honble the Mayors Court

This

This Respondent further admits that the Petitioner in his said Replication did also state that this Respondent did some days afterwards call on him with a piece of Silk and some Buttons that this Respondent presented those articles to him and begged his Acceptance thereof that he neither at that time or at any time till the filing of this Respondents Answer as he pretended had any reason to consider the said Tissue the piece of Silk or the Buttons but as presents made to him

This Respondent cannot take upon himself to say in what light the Petitioner regarded the goods in question whether as a mere mercantile transaction or as a present made to him nor was, nor is it material for this Respondent to give any attention thereto all that was necessary this Respondent has done that was to shew his own Sentiments on the Matter and which were that he had sold those articles to the Petitioner and like other Tradesmen Expected to be paid their full Value and as to the

Question

Question of the Petitioner that such goods supposing them not presents were charged by this Respondent Much More than their Value this Respondent can only offer one Argument and that is the Oath he has made to the Truth of such charges in and by his said Answer to the petitioners said Bill of Compliant and as that oath stands uncontroverted by Evidence on the part of the Petitioner the several Matters setforth in the said Answer Must be taken as Matters of Fact and in Course that the Charges therein made are fair and Just

This Respondent further admits that the Petitioners said Replication did also Setforth that as to some Corks which were Charged by this Respondent to he the Petitioner did recollect having received some Corks but not to the Amount of a Grosse and as this Respondent had not Mentioned any Charge for them it escaped his Memory that however he submitted to the Consideration of the said Honble the Mayor

Court

Court and was willing to allow for the same such Sum as to the said Hon'ble the Mayors Court omight Sum Meet—

This Respondent admits that the Petitioner did in his said Replication further setforth that it appeared by the Two Several Letters of this Respondent to him and his attorney and two other Letters from this Respondents attorney to the Petitioner Copies whereof were Annexed to his said Replication that this Respondent was indebted to him instead of his being indebted unto this Respondent as stated in this Respondents said Answer and this Respondent admits that the Petitioner did then humbly submit that from the Tenor and Language of this Respondents writing he had a litigious and abusive Disposition and therefore as well as because the same was contrary as he pretended to this Respondents said answer humbly hoped that this Respondent Ought to be decreed to pay unto him Exemplary Costs—

This Respondent further admits that he

Court of Appeals
at
Madraspatnam

Saturday 10 day of December
Anno Domini 1791

Between Conjevaram Arnachellum Moodeliar of Madras Inhabitant by his attorney Jeronimo Rangell Fernandes of the same place Inhabitant Appellant and Malaipen and Sanapen of Madras Inhabitants Respondents—

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides upon hearing the Petition of Appeal and answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 15th day of September Anno Domini 1791 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the attornies an

on both sides this Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the said Decree of the Honble the Mayors Court do stand Affirmed and that the Appellants Petition be hence Dismissed with double Costs in this Court to be paid by Conjeveram Arnachellum Moodly the Appellant

Ct Cur

[Signed] Chas N Whites
Clk

To the Honorable John Holland Esqr
President in Council.
Fort St George

In the Court of Appeals
at
Madraspatnam

Between Cotsell Barrett of
Madras Inhabitant Complainant
and Thomas Umphreston also of
Madras Inhabitant Defendant

The Humble Petition and Appeal of the a
bove named Complainant

Sheweth

That your Petitioner did on or about the
twelfth Day of August Which was in the year of our Lord
one thousand seven hundred and eighty five exhibit a Bill
of Complaint in the Mayors Court at Madraspatnam
Against the above named Defendant for the Recovery of the
Sum of thirty nine Pagodas thirty Fanams and sixty Cash
being the Ballance of an Account Current Copy whereof
was annexed to your Petitioners said Bill of Complaint
to which said Bill of Complaint the said Defendant
did

Filed in my Office
the 22d October 1789
Chas N White
Clk

did on or about the twenty seventh day of September in
the said year of our Lord One thousand seven hundred and
eighty five file his Answer Whereby he denied to be indebted
unto your Petitioner in the said Sum of thirty nine Pagodas
thirty fanams and Sixty Cash or in any other Sum of
Money Whatever and pretended that your Petitioner was
indebted to him in the Sum of four Pagodas forty three
Fanams and Sixty Cash being the Ballance of an
Account Current Copy Whereof was annexed to his said
Answer and the said Defendant did further setforth that
he was at a Loss to account for your Petitioner filing
a Bill against him in the said Mayors Court for the
said trifling Sum of thirty nine Pagodas thirty fanams
Sixty Cash even had the same been due and owing to
your Petitioner by the Defendant as he was always ready
in all Transactions of Business to come to a Settling
with your Petitioner and which he hath at several
Different Times done to the Amount of a Much
Larger Sum than is present in Question and therefore
that he was induced to believe that your Petitioner
in

he did file his Rejoinder to the said Replication of
the petitioner and that he did therein setforth not as
the Petitioner in his said Petition pretends many
evasive Answers but on the contrary direct charges and
positive Facts in full Confutation of the weak and
unsupported assertions contained in the Petitioners said
Replication for this Respondent in his said Rejoinder
did insist that the Sum of Sixteen Pagodas charged
by him for the quarter Cask of Wine was the just
Sum in which the Petitioner stood indebted to him for
that Article and which Sum had been paid by this
Respondent to Mrs. Daniel Morris Whose Receipt
Therefore this Respondent had Annexed to his said
Rejoinder and to which Receipt this Respondent did
in and by his said Rejoinder pray reference ——

This Respondent did deny that the Charge
Made for the said Waistcoat piece was any ways
exorbitant but on the contrary that the price affixed
was just and reasonable and what he could have
Sold the same for to any other person and which
he

he should have so done has he not indulged the
Petitioner with the preference for that it cost him
Seven Pounds sterling and that Mr. Henderson late
a Store Keeper of Fort Saint George had sold some of the
same for forty Pagodas a piece that this Respondent
was at a Loss to conceive why the Petitioner could have
Supposed the said Waistcoat piece or the Silk or the
Buttons were intended as a present to him from this
Respondent and doe in his said Rejoinder insist that
the petitioner ought not to have complained of the
Charges Made by this Respondent had the fact been
as the petitioner had asserted When he himself had
his Accounts charged this Respondent in a Manner
very exorbitantly and thereupon this Respondent did
shew that the piece of Kinkhaf for which the
Petitioner had Charged him Eighteen Pagodas was to
this Respondents certain Knowledge from the dealings
which he at Different Times had in that Article not
worth a third part of that Sum that so it was with
the old rusty Sword for which the Petitioner had Charged
Twelve

Twelve Pagodas and this Respondent did in his said
Rejoinder also shew the Equity and justness of the Charge
Made for the Corks sold by him to the petitioner and did
in and by his said Rejoinder refer to an undoubted Voucher to
his said Rejoinder Annexed and pray the same might be
taken as part thereof

This Respondent did in his said Rejoinder
further state in remark on the great Notice taken of the
Correspondence of this Respondent that where he so inclined
he could have produced one at least as entertaining from
the Petitioner This Respondent then admitted that
he did send the Letter Annexed to the Petitioners said
Replication Wherein it appeared that a few fanams were
owing to the Petitioner but that such Letter was so sent
and such Acknowledgment so Made before the Petitioner
had filed his Bill of Complaint and before this Respondent
had an Idea that the Petitioner would have Made the
Extravagant Charges which Appeared in the Account
Current to his said Bill of Complaint Annexed
that the Petitioner having done so this Respondent

thought

thought himself at liberty to make a charge for the articles with which he had supplied the petitioners and this Respondent therefore hoped that from the Vindictive and litigious Spirit which the Petitioner had so glaringly shewn the said Honble the Mayors Court would be pleased to Decree those exemplary Costs against the Petitioner Which in his Replication he had prayed against this Respondent—

This Respondent admits that upon the above proceedings issue was joined and Witnesses were examined that publication thereon passed that the Cause was set down for Hearing and that it did in Consequence come on to be heard before the said Honble the Mayors Court on Friday the ninth day of October in the present year of our Lord one thousand Seven hundred and eighty nine when the said Honble the Mayors Court were pleased to order and Decree and did Accordingly order and Decree that the Petitioners said Bill of Complaint be Dismissed with Costs to be paid by the petitioner as by the Decree lodged with the Petitioners said Petition and Appeal may Appear—

and

And this Respondent humbly insists that the said Decree is correct in every particular that it is in conformity to the several Matters and things set forth in the proceedings which it Determined and from the Circumstances that appeared at the hearing thereof and therefore that the Petitioner is not aggrived thereby but that the same is every way agreable to equity and good Conscience and Consequently that he had no Cause whatever further to harrass and distress this Respondent by a continuation of his litigious Conduct in Appealing from the said Decree to this Honble Court and particularly as the Reasons he has set forth in his said Petitione and as Demonstrative of his said pretended grievance and the foundation on which he has Appealed are untrue evasive and altogether groundless—

In the first of which Reasons the Petitioner pretends that the several Matters fully stated in his said Bill of Complaint and Replication were duly proved by positive Evidence which this Respondent positively denies to have been the Case but in order to Establish such his Denial this Respondent begs leave to shew that the—

several

several Matters and things in the Petitioners said Bill of Complaint and Replication contained and the attempts made to prove the same the Petitioner begins with asserting that the Sum of Fifteen Pagodas sixteen fanams and forty Cash for the Cask of wine for which he had given this Respondent credit in the Account Current annexed to his said Bill of Complaint was the full Value the Evidence brought in Support thereof is Daniel Morris who to the third Interrogatory Deposes that this Respondent had purchased from him a Cask of Wine for its full Value and that soon afterwards this Respondent had informed him he had Sold the same to the Petitioner than which nothing can be now Vague and insufficient on the other hand this Respondent has in and by his said Answer Sworn that the Charge made by him of fifteen Pagodas was just but to go further he did also produce the said Daniel Morris from whom he purchased the said Wine as a Witness in his behalf and who to the Second Interrogatory Deposed on the Exhibit A Shewn to him at the time of his Examination and whereof a Copy was annexed to this Respondents said Rejoinder that the Sum of Fifteen Pagodas

Pagodas was paid to him for the said wine by this Respondent the driest article is a Waistcoat piece for which this Respondent had charged the Petitioner thirty Pagodas but the Petitioner sensible of the impropriety of his conduct and the falsity of his assertions instead of proving the Waistcoat piece was not worth thirty Pagodas as charged by this Respondent because he knew it was out of his power so to do in the most extraordinary Manner charges the Subject altogether and says this Respondent gave him a piece of Tiffeu Which did not cost in Europe above two Pounds Sterling or five Pagodas to make facings for a riding habit for his Daughter To this point that is to a piece of Tiffeu which the Petitioner had valued at five Pagodas instead of the Waistcoat piece for which this Respondent had charged in his said Account Current thirty Pagodas he the Petitioner examined Daniel Morris and Cupralore Verdapah to the third Interrogatory and William Gardiner to the fifth Interrogatory the said Daniel morris Deposed that this Respondent had told him he had given a piece of Tiffeu to the Petitioners Daughter — Verdapah

Deposed

Deposed that this Respondent gave a piece of Tysore to the
Petitioners daughter and afterwards sent some Buttons for it the
said William Gardiner Deposed that the piece of Tysore
produced and shewn to him at the time of his Examination
was worth about fifteen Pagodas Depositions at once so trifling
evasive and insuffecient and foreign to the Matter in dispute
that it is a Matter of astonishment to this Respondent
that the Petitioner should have so little regard to his own
Interest as to attempt bringing them forward in Matter
of proof to establish a Claim an attempt that can be
Considered in no other light than as an insult to a Court
of Justice for were had a piece of Tysore been the article in this
Respondents Account instead of a waistcoat piece the
Evidence produced by the Petitioner to invalidate such
Charge would appear altogether absurd for it does not
go to shew that the particular piece of Tysore thereby
alluded to had any thing to do with the Tysore mentioned
by the Petitioner in his said Repliation and therefore
such Evedence would be immaterial and superfluous but

the

the fact is that the article Charged by this Respondent was
not a piece of Tysore but an elegant and richly worked
waistcoat piece and which the petitioner has not taken any
notice of this Respondent has in his said Answer upon oath
Declared to the Justness of the Sum charged for it and
therefore it required two Witnesses direct and positive on the
part of the Petitioner to invalidate such Charge

The third Article which the Petitioner would
insinuate he has proved is a piece of Silk suffecient for a
Coast and also Buttons both of which articles he says
was given to him by this Respondent and were not worth
any thing like the price Charged for them — to establish
this point the Petitioner produces alley Omer Saib and
Daniel Morris the former to the Second Interrogatory
Deposes that he did purchase a piece of Silk for this
Respondent containing fifteen yards in Length and for
the price of fourteen Pagodas that he cut off one yard of it
and gave it to the Petitioners Taylor by this Respondents
order Now the Petition in his Repliation declares that
the Silk given to him by this Respondent was enough

to

to Make him a Coat and as one yard is not a third part sufficient for that purpose the Silk Mentioned by the Deponent Mahomed Ally Meer Saib cannot possibly be the same as is stated in this Respondents Account Current nor that which is Mentioned in the Petitioners said Replication Daniel Morris to the fourth Interrogatory Deposed that the Buttons were the same that this Respondent used to wear and that he knew nothing further thereof ——

This Respondent therefore humbly conceives it will appear that these Depositions like the other proceedings them are impertinent and inconsistent and of no force a Validity Whatever nor have any connection with or Relation to the Matters in question — The last article Insisted by the Petitioner in his said Replication and which he insinuates in his said Petition and Appeal he has also Duly proved relates to the Cooks to establish the price of which this Respondent has annexed to his said Rejoinder a Voucher the Authenticity and justness Whereof the Petitioner has admitted for he has not Attempted to comb at it by even one single Witness

thus

thus hath this Respondent shewn that the first Reason of the Petitioner in Which he asserts he has duly proved by positive Evidence the several Matters stated in his Bill of Complaint and Replication is Nothing more than a bold falshood meant to impose on the Judgment of this Honble Court and so Deprive this Respondent of his just right and with respect to the proofs the Petitioner pretends to Draw from the Letters of this Respondent this Respondent has already Shewn that those Letters were written previous to the Commencement of the present action and at a time when the Petitioner had not particularly examined into the Accounts Depending between him and the Petitioner the Moment the action Commenced he looked into his Books and found the Account to stand as he has stated it in the Exhibit Annexed to his said Answer and to the truth of Which he has Solimnly Sworn and thereby amply established the fact and therefore it is fully Apparent and positively proved notwithstanding any assertion to the Contrary that the Petitioner is justly and truly indebted unto this Respondent in the Sum of Four Pagodas forty three

fanams

fanams and Sixty Cash instead of this Respondent being indebted unto the Petitioner in the Sum of Thirty nine Pagodas thirty fanams and sixty Cash —

In the Second Reason the Petitioner States that however trivial the Sum for which he sued this Respondent may be yet if the Items thereof had been duly proved the Mayors Court ought to have given a Decree for him and had these items been duly proved the said Honble the Mayors Court most undoubtedly would have given a Decree in his favor but he did not prove a Single Item either duly or otherwise as this Respondent has heretofore fully shewn the said Honble the Mayors Court therefore were pleased to grant a Decree in favr of this Respondent who has already established in Opposition to the artfull insinuations of the Petitioner that his said Letters have Nothing to do with his said Answer and which this Respondent has fully explained by his Account Current Annexed thereto and has declared upon oath that they were Written anticident to the commencement of the present Suit that after the commencement thereof the prosecution conduct of the Petitioner induced him to investigate the Account Depending believen them that such investigation pointed out to him the Mistake he had Committed in his said Letters and that in his said Answer as a Matter of Course he had corrected it, and as the correction of Mistake in an Account is what occurs every Day Amongst People in Business the Petitioner could not Seriously have hoped to derive any advantage from the pretended Variance between the Letters of this Respondent and his said Answer so that his Litigious and evil intentions Against this Respondent are the more evident —

In the Third and last Reason the Petitioner states that on the Supposition of his Demand being founded and which he pretends had been fully the more trivial the Amount thereof the more Litigious was the Conduct of this Respondent in puching him to a — proces for the recovery and therefore the said Mayors Court ought to have given a Decree for him on the principle whereon he conceived they had given a Decree against

Against him namely the smallness of the Sum sued for this Respondent says that the said Honble the Mayors Court pay no respect to the quantum for the Recovery of Which a Suit or brings his action before them they are as attentive to do equal justice to him who claims Ten pagodas as to him who claims Ten thousand so that the Petitioner could not have supposed with any color of reason that a Decree went against him on Account of the smallness of the Sum sued for there are hundreds of Decrees on the records in favor of the Plantiff where the Sum sued for has not Amounted to half the Sum sued for by the Petitioner but the true State of the Case is that the Petitioners Demand never Appeared to have any foundation and consequently that he had not proved the Matters he had taken upon himself so to do which failure on the part of the Petitioner clearly Appeared to the said Honble the Mayors Court and it as clearly appeared to them that the several Matters Charged by this Respondent were amply proved and pointedly established and that they were equitable and just from these considerations and from a Manifested Spirit of Litigation the Petitioner the said Honble the Mayors Court were pleased to give a Decree in favor of this Respondent and for no other Reason or Consideration Whatever.

This Respondent therefore most humbly hopes this Honble Court will regard him as Dragged before them not with a View to any just or equitable Object but Merely to gratify the ungenuous pique of the Petitioner who by harrassing and Distressing him Will obtain an unjust gratification of an ill founded Resentment — and therfore this Respondent

humbly prays that this Honble Court taking the premises into their Consideration will be pleased to affirm the said Decree of the said Honble

Hon'ble the Mayors Court and grant him such other and further general relief as he may appear to Deserve and in their Wisdom may Seem Meet

/Signed/ James Stuart Hall.
Solicitor for Respondent

Court

Court of Appeals
Madraspatnam

Saturday the 10th day of December
Anno Domini 1791

Between Cottrell Barrett of Madras Inhabitant Appellant and Thomas Umpherston also of the same place Inhabitant Respondent

This Cause coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing the Petitioner of Appeal and Answer and the several Exhibits of the Hon'ble the Mayors Court together with the Decree of the said Court given in this Cause on Friday the 9th day of October Anno Domini 1789 upon due Consideration had of the Matters therein severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth accordingly

Accordingly Order and Decree that the said Decree of the Honble the Mayors Court as stand Affirmed and that the Appellants Petitioner be hence dismissed with Costs.

Hur

/Signed/ Chas. N. White
Clk

To the Honble John Holland Esquire
Governr and President in Counal Fort St George

In the Honble the Court
of Appeals at Madraspatnam

Between Kristnah Pella of
Madras Inhabitant by his
Attorney Charles Pereyra
Complainant and Saulapauc=
=kum Srevengada Pilla of
Madras also Inhabitant
Defendant

The Humble Petition and Appeal
of the above named Defendant

Sheweth

That some time on or about the Twenty
Ninth day of August One Thousand Seven hundred and
Eighty Eight the said Kristnah Pillay by his attorney
aforesaid did file his Bill of Complaint against
your

Filed in my Office
the 2d November 1789
Chas N White
Clk

your Petitioner and did therein Charge that your
Petitioner was indebted to him in the Sum of one
thousand four hundred and Seventy Six Pagodas Eighteen
fanams and thirty Six Cash being a Balance —"
pretended to be due to him upon an Account Current
Whereof a Copy was annexed to his said Bill of —"
Complaint your Petitioner further sheweth that the
Items that composed the said Account Current was
in the first place a Mortgage Bond upon a house
of your Petitioner for Seven hundred Pagodas and two
Simple Bonds one hundred Pagodas each your —"
Petitioner Sheweth that these three Articles with —"
Interest respectively due thereon made up the whole
of the debt side of the Account and Amounted to
gether to the Sum of One thousand Seven hundred
and Seventy Six Pagodas four fanams and forty
Seven Cash and the Credit side of the Account
Consisted of one Article for House Rent being —"
for Rent of House Mortgaged for Seven —"

hundred

hundred Pagodas but for which the Complainant
only thought proper to allow Two Pagodas a Month
and that with Interest thereon Made upon the Credit
side of the Account Two hundred and fifty Nine —"
Pagodas thirty two fanams and Eleven Cash and left
the Balance above Specified of one thousand Fours —"
hundred and Seventy Six Pagodas Eighteen fanams
and thirty Six Cash your Petitioner further —"
Sheweth that he did some time after put in his —"
Answer to the said Bill of Complaint upon oath
and did thereby insert that he was not indebted to
the Complainant in the Sum Sued for but he —"
Admitted that he was indebted to him in the sums
of Eighty Two Pagodas three fanams and Eight Cash
and no more as by an Account Current Annexed —"
to his Answer might particularly Appear —"
your Petitioner Sheweth further that in the —"
said Account the several Sums Charged on the
Complainants Debit was Admitted by your —"
Petitioner but your Petitioner instead of allowing

the

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the rent to be at Two Pagodas a Month as is erroneously stated by the Complainant instead that the House had been purchased by him for Nine hundred and fifty Pagodas of Mr. Henry DuPuy and was well worth that Money your Petitioner further states that the greater part of the time that the Complainants occupied this House was During the War when the Black Town was much crouded with Inhabitant and the rent of Houses then Situated advanced to Two or three times as much as they were in time of Peace and therefore your Petitioner Charged Rent for the said House at the rate of Fifteen Pagodas a Month During the war and Eight Pagodas during the time of Peace which your Petitioner insists was no more than what he ought to be Allowed and not adequate to the Interest he paid the Complainant for the Money he had Advanced him your Petitioner further Sheweth that to this his Answer the Complainant did on or about the Eleventh day of November One Thousand Seven hundred and Eighty Eight put in his

Replication