25,000—4-5-32.

Block 7

Rack No.

Shelf No.

Serial No. 28

General No. 12088

To the Kings Most Excellent Majisty in Council

Between Iyoovapah Madras Inhabitant Complainant and Henry Chichley Michell John De Fries Junior Nagapah Chitty and Punjaram Soobe Chitty Executors of Kare Kistna Chitty Deceased Defendants -

The humble Petition and Appeal of the above named Complainant -

Most humbly Sheweth

That your Petitioner did some time on or about the Twenty second day of May Which was in the year of Christ One Thousand seven hundred and Ninety four Exhibit and file his Bill of complaint in the Mayors Court at Madras-patnam against the Defendants above named as Executors as aforesaid and did therein and thereby setforth that in or about the month of January Which was in the year of Christ One Thousand Seven

Filed in my Office the 26th February 1796
J. Webbe Clk

Seven hundred and Eighty six one Simiod Antonio
Rodrigues then being Super Cargo and part owner
of a certain Portugese Ship called the Nostra
Signiora da Pinha de Franca Marquis de
Anjinga then lying at Anchor in Madras Roads
and of which Antonio Francisco de Magattes
was then Captain or Commander being in want
of a large Sum of money to purchase Cloths and
other articles of Merchandize as a Cargo for the
said Ship which was about to proceed for Europe
applied to your Petitioner to advance to him a Sum
of money for the purpose aforesaid - That your Petitioner
consented to lind to the said Simiod Antonio
Rodrigues the Sum of Six Thousand Two hundred
and fifty Star Pagodas to be secured to your Petitioner
and on the terms particularly stipulated and
mentioned in a certain Bond or Paper of Respondentia
in your Petitioners said Bill therein after setforth
and your Petitioner did state that at the time
of advancing the said Sum of Six Thousand
seven hundred and fifty Star Pagodas
your

your Petitioner did require from the said Simiod
Antonio Rodrigues that one Kare Kistnah Chitty
the Testator of the Defendants hereinbefore named
and who was then the Dubash of the said Simiod
Antonio Rodrigues should become bound to your
Petitioner collaterally to secure the said Sum of
Six thousand two hundred and fifty Star Pagodas
with the premium and Interest to accrue thereon
and which was agreed to by the said Kare Kistnah
Chitty who provided the Merchandize for the said
Simiod Antonio Rodrigues as aforesaid and
Accordingly the said Security or undertaking of
Respondentia herein before mentioned was intired
into, and signed by the said Simiod Antonio
Rodrigues as the principal therein, and likewise
Countersigned by the said Kare Kistnah Chitty
as security for the performance of the terms of the
said Paper writing and which your Petitioner did
in and by his said Bill of Complaint state to be
in the words and figures or to the Tenor and
effect following -

Principal

Principal Star Pags. 6250 : "

Madras 18th January 1786 Premium at 20 ₱ Cent — 1250 " "

Star Pagodas 7500 : "

at 8 Shillings ₱ Pagoda 60,000 Shillings ~

sterling —

One hundred and fifty days after the arrival at the Port and City of Lisbon the Ship N. Senra da Panha de Transa Marquis de Anjinga whereof is Captain Antonio Francisco de Magaltus which at Present is at an Anchor in the Roads of Madras by the blessing of God bound to Europe to touch at any Sea Ports in this Coast of Coromandel or at any other if urgent necessity requires I Simiod Antonio Rodrigues Super cargo of the said Ship by this my first letter of Risque the second and third not being paid shall pay to Mr. I. Beaman Esquire Clements In London of London in his absence who his powers may have the Sum of Sixty thousand Shillings Sterling money of Great Britain in pounds according to the Exchange that shall or may be between the Markets of London and Lisbon the day this Letter of Risque becomes due being the proceed of Six thousand Two hundred and fifty star Pagodas which at the time of Executing this I have received of Mr. Growapah at the rate of Eight shillings Sterling per Pagoda with the Premium of Twenty per Cent makes the above Sum which I have taken at Respondentia for the said Mr. Growapah and have applied in Merchandize Laden on board the said Ship Marked AR for which said premium of Twenty per Cent the said Mr. Growapah runs the Risque of the Sea fire Corsairs Enemies and false friends and on the Ships safe arrival at the said Port and City of Lisbon in form abovementioned Payment of this letter of Risque will be mad for which I mortgage the Merchandizes which are laden in the said Ship Marked as hereinbefore stated should any delay be made after this letter becomes due Interest according to Law is to be paid for which I bind myself my Goods and shall in due time make prompt Payment I advert that this

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Anjinga then lying at Anchor in Madras Roads
and of which Antonio Francisco de Magalles
was then Captain or Commander being in want
of a large Sum of money to purchase Cloths and
other articles of Merchandize as a Cargo for the
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applied to your Petitioner to advance to him a Sum
of money for the purpose aforesaid - That your Petitioner
consented to lend to the said Simiod Antonio
Rodrigues the Sum of Six Thousand Two hundred
and fifty Star Pagodas to be secured to your Petitioner
and on the terms particularly stipulated and
mentioned in a certain Bond or Paper of Respondentia
in your Petitioners said Bill therein after set forth
and your Petitioner did state that at the time
of advancing the said Sum of Six Thousand
seven hundred and fifty Star Pagodas
Your

your Petitioner did require from the said Simiod
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the Testator of the Defendants hereinbefore named
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Six thousand two hundred and fifty Star Pagodas
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and which was agreed to by the said Kare Kistnah
Chitty who provided the Merchandize for the said
Simiod Antonio Rodrigues as aforesaid and
Accordingly the said Security or Undertaking of
Respondentia herein before mentioned was entered
into, and signed by the said Simiod Antonio
Rodrigues as the principal therein, and likewise
Countersigned by the said Kare Kistnah Chitty
as security for the performance of the terms of the
said Paper writing and which your Petitioner did
in and by his said Bill of Complaint state to be
in the words and figures or to the Tenor and
effect following -

Principal

this Sum will be Transported to London in Bills of Exchange but if I should be Obliged to Transport in money the said Mr. Grousapah is to run the Risque on his account - Signed Simiod Antonio Rodrigues (L.S) Kare Kistnah Chitty - Iam Witness to the above Signatures I Sundt a True Translation as near as can be, from the Original Portugue Language by Mr. Lewcock Port.se Interp.r -

And your Petitioner most humbly Sheweth unto your most Excellent Majesty in Council that he did in and by his said Bill state that the said Original Paper Writing or Bond of Respondentia was written in the Portugese Language and was in his posession ready to be produced to the said Mayors Court when the same should be required and your Petitioner did further state that at the time the said Original Paper Writing or Bond of Respondentia was so signed by the said Kare Kistnah Chitty the same was fully explained to and well understood by him and he well knew that his signature thereto was intended to be and to operate as a Collateral Security to your Petitioner for the said Sum of Six thousand two hundred and fifty star Pagodas and Interest and for performance of the said Respondentia Obligation and that subsequent to such under=taking and signing the said Kare Kistnah Chitty acknowledged his said hand writing and signature and declared the purpose for which the same were respectively made as hereinbefore setforth and your Petitioner most humbly Sheweth unto your most Excellent Majesty in Council that he did in and by his said Bill further state that the said Ship sailed from Madras some short time after the Transaction before stated and arrived in due course at Lisbon being the Port of her destined as mentioned in the said Agreement, and that neither the said Simiod Antonio Rodrigues or any other Person or Persons on his behalf or on his account paid to John Bowman Esq.r the Payee named in the said Respondentia security

or

or to his Order or to your Petitioner or any other Person or Persons on his behalf or on his Account the whole of the said Sum of Six thousand two hundred and fifty Pagodas and the premium and Interest due thereon altho your Petitioner and his Agents and several other Persons frequently applied to the said Simod Antonio Rodrigues and to several other Persons who appeared to act as his Agents or otherwise relative to the said Ship but your Petitioner acknowledged he had received at several times different Sums of Money on account of the said Bond Amounting in the whole to Four thousand Pagodas or thereabouts from several Persons acting as the Agents of the said Simod Antonio Rodrigues and your Petitioner Sheweth unto your most Excellent Majesty in Council that your Petitioner did in and by his said Bill further state that the said Simod Antonio Rodrigues had failed and become insolvent and unable to Pay to your Petitioner the remaining part of the said Principal and Interest Monies, and also the said premium so due in manner aforesaid, and that your Petitioner in consequence thereof had Caused many applications to be made to the said Care Kistnah Chitty for payment thereof but that he evaded the same and soon afterwards died having previous to his decease made and published his last Will and Testament in Writing and thereof and therein nominated and Appointed Henry Chicheley Michell John De Fries Nagapah Chitty and Punjaram Sooboo Chitty the Defendants hereinbefore named Executors thereof who had afterwards duly proved the same on the ecclesiastical side of this said Mayors Court and obtained thereout probate of the said Will and your Petitioner did further say that the said Kare Kistnah Chitty was possessed at the time of his decease of a large real and Personal Estate consisting of Houses and Gardens and also of ready Money and Securi

for

for money plate Jewells Merchandize household Goods and other Effect to a very large amount and much more than sufficient to discharge all his just Debts and which were all possess collected and received by the said Defendants herein before named as Executors of his said Will and that your Petitioner had frequently by himself and others applied to the said Defendants to pay to your Petitioner the said Sum so due to your Petitioner on the said Respondentia Security but which they had refused to do and that your Petitioner had annexed to his said Bill of Complaint an account Current between your Petitioner and the said Defendants as Executors as aforesaid and your Petitioner did in and by his said Bill of Complaint frame the necessary charges touching the premises and therein did exhibit Interrogatories and pray that the Defendants might be Decreed to pay unto your Petitioner all such Sum and Sums of Money as should appear to be due to your Petitioner on the

Account

account aforesaid at the time of making a Decree herein, and that your Petitioner might have such further and other Relief in the premises as should seem meet to the said Mayors Court.

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that to your Petitioners said Bill of Complaint the Defendants did on the fifteenth day of July and said year of Our Lord One thousand seven hundred and Ninety four exhibit and file their Plea and answer and for Plea did say that the end of your Petitioners Bill was to compell them the Defendants as Executors of the last Will and Testament of Kare Kistnah Chitty deceased to Pay unto your Petitioner a Sum of Seven thousand One hundred and Twenty three Pagodas seven fanams and forty Cash thereby charged to be due to him under and by virtue of a certain alledged Agreement suggested to have been made and entered into by their Testator with your Petitioner

to

to Secure to him the payment of the Sum of
Six thousand Two hundred and fifty star-
Pagodas by the Bill of Complaint charged to
have been by him lent to One Simod Antonio
Rodrigues Super Cargo of the Ship N. Sen.ra
da Penta de Transa Maraqui da Anjenga
of the Port and City of Lisbon in Portugal and
to have been secured to your Petitioner at the
period and on terms particularly stipulated
and mentioned in a certain Bond or Paper of
Respondentia by your Petitioner alledged to
have been entered into by the said Simod
Antonio Rodrigues to your Petitioner and bearing
date the Eighteenth day of January in the year
of Our Lord One thousand seven hundred
and Eighty six together with the Premium
and Interest thereof the Defendants by Protestation
not confessing or acknowledging all or any
of the matters and things in the said Bill
contained to be true in such sort manner and
form as the same were therein and thereby
charged

charged and alledged or set forth and as to the
Relief thereby prayed touching such pretended
Agreement in the said Bill mentioned did
Plead in bar and for Plea did say that they
were informed and believed that by an act
of Parliament made in the Twenty ninth year
of the Reign of his Majesty King Charles the
second entitled an act for prevention of fraud
and perjuries it was amongst other things
enacted that from and after the Twenty fourth
day of June One thousand six hundred and
Twenty seven no action should be brought
whereby to charge a Person upon any special
promise to answer for the debt or default of another
unless the Agreement upon which such action
was brought should be in writing and the
Defendants did aver that neither their said
Testator nor any Person by him lawfully
authorized did ever make or sign any contract
or Agreement in writing or otherwise to secure
the payment of the said Sum of Six thousand

Two

Two hundred and fifty Star Pagodas with premium and Interest to your Petitioner or of any part thereof or to any such effect as by the said Bill was suggested or any Memorandum or Note in Writing of any agreement whatsoever for or concerning the payment thereof or any part thereof to your Petitioner or to any other Person or Persons whomsoever and therefore the Defendants did Plead the said act of Parliament and matter aforesaid in bar of your Petitioners said Bill of Complaint and of the Relief thereby sought touching such pretended Agreement and did humbly pray the Judgment of the said Mayors Court whether they should be compelled to make any further or other Answer to the said Bill of Complaint and the Defendants for Answer to your Petitioners said Bill of Complaint did say they did not believe that Simiod Antonio Rodrigues in the said Bill named did on or about the — Month of January in the year One thousand seven hundred and Eighty six, or at any other time

time whatever apply to your Petitioner to advance him a Sum of Money for the purpose in your Petitioners Bill of Complaint mentioned or for any other purpose nor that your Petitioner consented to lend the said Simiod Antonio Rodrigues the Sum of Six thousand Two hundred and fifty Pagodas or any Sum of Money Whatever to be secured to your Petitioner at the period, and on the terms in the said Bill mentioned but the Defendants did say that they had heard and believed it to be — true that your Petitioners name was made use of as the Obligee of the said alledged — Respondentia Bond merely as a Trustee for Major then Captain Lieutenant John Orr in the Service of the United Company of Merchants of England Trading to the East Indies and who as the Defendants did say they verily believed was the Person actually Interested in the Monies therein mentioned and in the event of the suit that they did not believe that at the time

time of advancing the said Sum of Six thousand two hundred and fifty star Pagodas if in fact it was advanced that either your Petitioner or any other Person required from the said Sinnod Antonio Rodrigues that the Defendants Testator should as charged by the said Bill become bound to your Petitioner or to any other Person whomsoever as Collateral Security or otherwise for the payment of the said Sum of Six thousand two hundred and fifty star Pagodas or of any part thereof, nor of the alledged premium or Interest thereof or any part thereof, but that if any such requisition was made they the Defendants did not belive that their said Testator in any wise acquiesced therein, and did deny that their said Testator Countersigned the said Respondentia Bond or written Instrument as a Security for the performance thereof but that if he subscribed his name thereto, he did so merely as a Witness to the Execution thereof, and not otherwise and that his name did no where appear throughout the said Respondentia Bond as a Co Obligor therein, and which they did say they verily believed would not have been omitted had it been meant or understood by the parties Interested therein that their Testator should have in any wise been bound thereby or for the discharge or performance thereof and thereupon the Defendants did say they did not believe it to be true as stated by your Petitioners that it was explained to their said Testator or that he well or at all knew or understood that his signature thereto was meant or intended to be, or to operate as a Collateral Security to your Petitioner for the said Sum of Six thousand Two hundred and fifty Pagodas and Interest or in any wise whatever for the performance of the said Respondentia Bond or the condition thereof or otherwise than as a Witness to the Execution of the said Bond or Written Instrument as aforesaid, and for further Answer to the said charge in your Petitioners said Bill of

of Complaint contained, that at the time when the said Sum of Six thousand Two hundred and fifty Pagodas is alledged to have been by him lent to the said Simiod Antonio Rodrigues he required and insisted that the Defendants Testator should become security on behalf of him the said Simiod Antonio Rodrigues for payment thereof and of the premium thereof at the rate of Twenty per Cent together with Interest and further charging that their the Defendants said Testator assented thereto, and Accordingly signed the said alledged Respondentia Bond, they did say they were advised and believed that it appeared by your Petitioners own shewing that the said alledged Principal Sum of Six thousand two hundred and fifty star Pagodas, and the premium thereof at the rate of Twenty per Cent and Interest was not at the Risk and hazard of your Petitioner and did therefore submit to the said Mayors Court that the said alledged Transaction was upon your Petitioners own

Statement

Statement usurious and the Defendants did therefore humbly pray the benefit of the statute in such case made and provided as fully and effectually as if they had pleaded the same and the Defendants did say that they had heard and believed that by a particular regulation and usage at Lisbon with regard to Respondentia loans that money running at Respondentia upon goods or Vessels from the East Indies to Lisbon must be paid off and discharged prior and in preference to all other Claims whatever and they did submit to the said Mayors Court that if your Petitioner or the said John Orr if in fact he was interested therein had suffered himself to be divested of his Security in the said goods so by your Petitioner charged to have been Shipped upon Respondentia the Defendants whose Testator they did say never had as they verily believed any interest or concern therein) could not be deemed or considered Accountable or Answerable in the

premises

premises - That the said Ship might for any thing they know to the contrary have sailed from Madras some short time after the alledged Execution of the said Respondentia Bond by the said Simod Antonio Rodrigues but not after the pretended Transaction in the said Bill stated so far as the same related to their Testator having as they did say untimely charged by the said Bill became Security for the performance of the said Respondentia Bond no such Transactions having as they verily believed ever taken place with respect to their Testator that they could not set forth whether the said Ship did or did not arrive at her Port of destination nor whether the said Simod Antonio Rodrigues or any person or Persons on his behalf or on his account did or did not pay unto John Bowman Esquire in your Petitioners Bill of Complaint and the said alledged Respondentia Bond mentioned or to his order or to your Petitioner or any other Person or Persons on his behalf

behalf the whole of the said Sum of Six thousand Two hundred and fifty Pagodas and the premium and Interest charged to be due thereon, nor whether your Petitioner or his Agents if any he had did or did not apply to the said Simod Antonio Rodrigues or to several or any other person or Persons acting as his Agents relative to the said Ship, nor whether the said Simod Antonio Rodrigues did or did not fail or become insolvent, or unable to pay the Residue of the monies, by your Petitioner charged to be due and owing to him they the Defendants being as they did say Strangers to such pretended and alledged matters and Transactions and therefore they did humbly crave leave to refer your Petitioner for further information respecting the said Respondentia Bond to the said Simod Antonio Rodrigues the sole Obligor thereof and upon whose Credit alone they did say they verily believed your Petitioner or the Person actually interested in the said Respondentia Bond took the

the same, that they did not believe that your Petitioner in the life time of their said Testator Caused many applications or any application whatever to be made to their said Testator for payment of the said Monies in the said Bill mentioned or of any part thereof but that they had heard that the said John Orr did make application to their said Testator in his life time for payment of the Residue of the monies by your Petitioner alledged to be owing upon the foot of the said Respondentia Bond, and that the said John Orr endeavoured to persuade and intimidate their said Testator into a Compliance with such his unwarranted demand, but that the said Testator did uniformly refuse to comply therewith always declaring that he the said Testator never Executed the said Respondentia Bond or written Instrument, nor in any wise become bound for the discharge thereof and that he the said Testator had no Interest or concern in the said alledged loan all which the Defendants did say they verily believed to be true and did humbly submit to the said Mayors Court that it was not to be presumed or Credited that their said Testator would have become Security for the said Simod Antonio Rodrigues who was at the time when the said pretended Security was alledged to have been entered into, a Person scarsely known to their said Testator, and who was then merely a Sojourner at the Port of Madras the subject of a foreign state and their immediately about to proceed to Lisbon in Portugal his native country and respecting whom as the Defendants did say they verily believed their said Testator might never after have expected to hear any thing further and did say that they never did as was untruly charged by your Petitioners said Bill of Complaint admit that their said Testator signed the said Respondentia Writing as security to your Petitioner or that their said Testator was or could have been induced to sign the same from a view of being employed as Dubash to the said Simod Antonio Rodrigues in purchasing and providing Merchandize or other things for the said

said Ship, nor that he did derive or acquire a very large or any profit or emolument therefrom if in truth he acted as the Dubash of the said Sirnod Antonio Rodrigues and the Defendants did positively say that they never did pretend or alledge as by the said Bill was untruly charged that your Petitioners said ought to deliver up the said Respondentia Bond to them to be cancelled or that your Petitioner ought to release them therefrom for that they did not conceive or believe that their said Testator was in his life time, or that they the Defendants and as his Executors be in any wise bound by the said Respondentia Bond or the said alledged and pretended undertaking or Agreement, and did deny that your Petitioner did ever apply to them or to any other of them to pay off the said monies so by him pretended to be due, and that they knew not of your Petitioners proceedings in the premises until that they received the Summons of the said Mayors Court to appear to and answer your Petitioners said Bill of Complaint, and

and the Defendant Henry Chichly Michell for himself did say that the said John Orr in the life time of their said Testator did speak to him the Defendant relative to the said Respondentia Bond and request of him to urge his the said John Orrs then alledged claim respecting the same with the said Testator and he the Defendant did thereupon at the instance of the said John Orr mention the same to his said Testator who with warmth expressed his surprise and astonishment at being called upon so unjustly to answer a demand which he had never contracted and the said Defendant did say that he believed he might have communicated the same to the said John Orr who never afterwards by himself or the Complainant ventured in the life time of his said Testator to pursue any legal measures to establish the said claim nor until eighteen months after his death, at the expiration of which time your Petitioner thought proper, and as the Defendants did say they verily believed at the instigation of the said John Orr to

to Exhibit his Bill of Compliant against them and they did say that they did humbly conceive and beleive that by comparing the said Original Respondentia Bond with the Copy thereof which had been introduced in the body of the said Bill of Complaint the said Bond would appear to carry upon the face of it, a very different aspect from that which was attempted to be conveyed by the said Copy for that by the said Copy your Petitioner would insinuate as if their said Testator had subscribed his name upon the right of the said Respondentia Bond, and immediately under the signature of the said Simiod Antonio Rodrigues whereas upon a Reference to the said Original Bond it would appear that their said Testator if he signed the said Bond at all, subscribed his name upon the left side thereof where all Persons as Witnesses attesting the Execution of Writings usually subscribe their names and in further confutation of the Claim set up against the Estate of the Defendants said Testator they did say that their

Their said Testator was a man of very extensive mercantile Dealings and strictly regular in all his Transactions and of great Credit and respectability that they had carefully examined and inspected the Books of accounts of their said Testator and that they had not discovered the least intricacy confusion or irregularity in the said Accounts and that they had not been able to discover the maltest trace of any entry or Item in their said Testators Books or otherwise relating in any wise to the said Respondentia Bond either in the name of Orr Grawapah or any other Person or Persons, and which they did say they verily believed would have appeared in some of the Books of their said Testator if he had considered himself as having been in any wise bound thereby and did say that it appeared by the account Current annexed to your Petitioners Bill of Comptaint, that no money had been by him received on account of the said Bond since the first day of June One thousand

thousand seven hundred and Eighty seven, which was a period of seven years and upwards, and that notwithstanding they did repeatedly advertise in Public Print, in the Madras Courier and desire all persons having Claim upon them as Executors aforesaid should furnish their Claims yet no Claim or demand whatever was brought forward either by your Petitioner or by any person on his behalf upon the foot of the said Respondentia Claim and the Defendants did say they verily believed that the demand set up and endeavoured to be Established against them as Executor as aforesaid was altogether unfounded and did say that your Petitioners said Bill of Complaint did as they conceived contain sundry aggravating charges foreign to the subject matter of the present suit and unwarrantably reflecting upon them as Executors as aforesaid, and particularly charging that they derived great benefit to themselves by with holding the Estate and Effects of their said

said Testator in their hands, which they did say was Totally unfounded in truth, the whole of which the conduct of your Petitioner in the premises did as they did say deserve the Reprehension of the said Mayors Court-

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that to the Defendants said Plea and answer your Petitioner did Exhibit and file his Replication and did therein and thereby amongst other things state that the Plea of the Defendants was ill founded for that your Petitioner had brought his suit upon a Respondentia Bond to which the Defendants Testator affixed his name as a party Obligor thereof and it was in faith and Confidence that he was thereby bound unto your Petitioner collaterally to pay the amount by the said Respondentia Bond secured, that your Petitioner did lend and advance to Sumud Antonio Rodrigues the Sum in the said Bond setforth, that it was understood expressed and declared

declared by the Defendants Testator at the time of affixing his said signature that he did so affix his said signature to the said Respondentia Bond in faith and Testimony that he was thereby bound for the payment of the Sum of Six thousand Two hundred and fifty Pagodas in the said Respondentia Bond setforth together with premium and Interest thereon and your Petitioner did say that notwithstanding the suggestion of the Defendants to the contrary that the said Simiod Antonio Rodrigues did apply to your Petitioner to lend him the Sum of money and for the purposes in your Petitioners Bill setforth and that your Petitioner did lend and advance the same to be secured in the manner in your Petitioners said Bill of Complaint setforth and your Petitioners did say that the suggestions in the Defendants answer contained that your Petitioners name was made use of in the said Respondentia Bond merely as a Trustee for Major then Captain Lieutenant John Orr in the

Defendants

Defendants answer named and the matters connected therewith were impertinent and irrelevant and unnecessary to be replied unto by your Petitioner, for your Petitioner did say he was advised that the Defendants were many to defend the suit brought by your Petitioner against them as Executors as aforesaid, and to shew if it lay in their power so to do, that the money for the balance of which your Petitioner had brought his suit was not lent and advanced in the manner in your Petitioners said Bill setforth, and that their Testator did not become security for the payment thereof and your Petitioner did say that the name of the said John Orr with whom your Petitioner had long lived as a Dubash or confidential servant ought not to have been introduced in the Defendants answer, as the said Respondentia Bond was in the name of your Petitioner and that it was your Petitioner alone who was enabled to give a discharge on account thereof and your Petitioner did say that notwithstanding the

the assertion of the Defendants to the contrary their Testator did Counter sign the said Bond in security for the performance thereof and that it was in consideration of his becoming security for the payment of the Sum specified in the said Bond that the same was lent and advanced by your Petitioner to the said Simod Antonio Rodrigues and the same was so meant and intended by the parties and so expressly declared by the Defendants Testator that the said Bond was read and explained to the Defendants Testator and that the reason why his name was not introduced in the body of the Bond was entirely owing to the ignorance of your Petitioner in legal matters and from a believe and assurance that the Defendants Testator signing the same was sufficient to bind him to the performance thereof, that the Defendants Testator did not sign the said Bond as a Witness but as a Principal as a Co Obligor with the said Simod Antonio Rodrigues that he well

well knew his said signature was intended to operate to that effect and that he declared such to be the true intent and meaning of his affixing the same to the said Respondentia Bond at the time of his affixing the same and your Petitioner did say that the said Simod Antonio Rodrigues did insist upon the Defendants Testator becoming security for the payment of the said Sum by your Petitioner lent and advanced to the said Simod Antonio Rodrigues together with the premium thereon because your Petitioner had made that the express condition upon which he would lend and advance the same, declaring that he would not lend it upon any other and the Defendants Testator assented thereto and accordingly signed the same and your Petitioner did state that he denied that the contract in question was usurious, for that had the Ship of which the said Simod Antonio Rodrigues was Super Cargo been lost, and the Cargo with it your Petitioner could

could not in that case have come upon the
Defendants Testator, but your Petitioner did say
that he was totally unacquainted with the
said Simiod Antonio Rodrigues and with his
Character and Circumstances and upon those
considerations he Judged it prudent to have that
security for his money which had nothing to do
with but on the contrary altogether independant
of the risque of the sea and your Petitioner did
deny that the Defendants could have derived
any benefit from the statute even had they
pleaded the same, which they had not done
but had insisted thereon by way of answer which
your Petitioner did say he was advised was
irregular because the statute of usury was to be
distinctly pleaded and not set forth by way of
answer that your Petitioners never heard of any
custom of the Port of Lisbon as stated by the
Defendants, but believed the fact to be that the
said Simiod Antonio Rodrigues had taken upon
Respondentia much larger Sums than the
Goods

Goods Shipped were sufficient to answer that he
did give a power of Attorney to John Orr who
was then about to depart for Europe to recover the
amount of your Petitioners Claim on the said
Simiod Antonio Rodrigues and that the said
John Orr did exert his utmost endeavours so to do
and in pursuance thereof did himself go to
Lisbon but he was totally unable to recover
any further or other Sum than as given credit
for in the account Current to your Petitioners
Bill annexed that notwithstanding the assertion
of the Defendants to the contrary that their
Intestate was considerably interested in the
Transactions and Dealings of the said Simiod
Antonio Rodrigues regarding the matters in
question for that the Defendants Testator did
act as Debash to the said Simiod Antonio
Rodrigues regarding this concerns, and did
furnish him with Goods by which means he
did derive very great advantage, and your
Petitioner did say that he did lend and advance
the

the Sum in the said Respondentia Bond set forth upon the sole security of the said Simod Antonio Rodrigues, but that he did so lend the same upon the security of the Defendants said Testator, and that had not the Defendants Testator become security Jointly with the said Simod Antonio Rodrigues your Petitioner would not have lent and advanced the said Sum to the said Simod Antonio Rodrigues or any part thereof and your Petitioner did say that he did cause several Applications to be made to the Defendants Testator in his life time by his your Petitioners said attorney the said John Orr for payment of the said monies but that he did always made payment thereof and your Petitioner did say as he had before shewn that the Defendants Testator was actually interested in the loan in question, and he might have been further and otherwise concerned therein, than had as yet come to the knowledge of your Petitioner, and your Petitioner did further say that he verily believed that the said Simod Antonio Rodrigues was a Person well known to the Defendants Testator and to his connexions who your Petitioner did say had long had Mercantile concerns with the Portugese at the Port of Madras, and that he was well assured that the Defendants Testator did expect the return of the said Simod Antonio Rodrigues to the Port of Madras, unless there had been some collusion between them which had not yet come to the knowledge of your Petitioner and your Petitioner did say that the Books of the Defendants Testator to which they had appealed would shew for it was therein stated that the Defendants Testator was well acquainted and had large concerns and connections with the said Simod Antonio Rodrigues for a length of time previous to the execution of the said Respondentia Bond and that the arguments urged by the Defendants and the conclusions drawn therefrom in Order to shew that their Testator never signed the said Respondentia Bond as security for the amount thereof

thereof but that he merely signed the same as a Witness to the Execution thereof were impertinent and irrelevant —

And your Petitioner Sheweth unto your most Excellent Majesty in Council that to your Petitioners said Replication the Defendants did exhibit and file their Rejoinder and amongst other things did state that he did deny that their said Testator did affix his name to, or Execute the said Respondentia Bond as a Obligor thereof, or that it was in faith and confidence that the Defendants said Testator was bound as Collateral security or otherwise to pay the monys in the Respondentia Bond mentioned or any part thereof that your Petitioner lent or advanced to the said Simiod Antonio Rodrigues the Sum in the said Bond setforth, did also deny that it was understood expressed or declared by their Testator that he was bound for the payment of the Sum of Six thousand two hundred and fifty Pagodas in the said Respondentia Bond mentioned or of any part thereof and the Defendants did deny that their said Testator ever did become security to your Petitioner for the payment of the said monies and they did also deny that the said Simiod Antonio Rodrigues did any wise counter secure their Testator against the said security nor had the said Simiod Antonio Rodrigues any right so to do he well knowing that their Testator was not in any wise bound for the payment of the said alledged Respondentia loan that they knew not whether your Petitioner did or did not receive from the said Simiod Antonio Rodrigues the monies in the said Bill mentioned nor whether your Petitioner did or did not apply to the said Simiod Antonio Rodrigues or his Agent respecting the matters in question, neither could they setforth whether the said Simiod Antonio Rodrigues did become insolvent or not and that if your Petitioner actually lent and advanced the said monies in his said Bill mentioned he did not so lend or advance the same or any part thereof upon the security of the Defendants said Testator

Testator —

And your Petitioner Sheweth unto your most Excellent Majesty in Council that thereupon issue did Join and Rules did pass for the Examination of Witnesses and one Witness was Examined on the part of your Petitioner who did fully establish and substantiate the several matters and things in your Petitioners said Bill of Complaint and Replication charged and contained —

And your Petitioner Sheweth unto your most Excellent Majesty in Council that upon the Pleadings had the said cause was set down for hearing and the same did come on to be heard before the said Mayors Court on the Twenty eighth day of July last past when the said Mayors Court was pleased to order and Decree and did accordingly Order and Decree that your Petitioners said Bill of Complaint should be dismissed with Costs as by Copy of the said Decree that your —

Petitioners

Petitioners Petition of Appeal annexed may appear —

And your Petitioner Sheweth unto your most Excellent majesty in Council that conceiving himself aggrieved by the said Order and Decree of the said Mayors Court your Petitioner did appeal therefrom to the Court of Appeals at Madraspatnam and for Cause of Appeal did say

First That the said Mayors Court in dismissing your Petitioners said Bill of Complaint had acted contrary to Law insomuch as that the said Mayors Court did decide contrary to Evidence and your Petitioner did say that he was — advised, that all Courts were bound by the evidence before them and that they legally could not nor ought to depart therefrom —

Secondly That your Petitioner did support his said Bill by the best Testimony and in the fullest and most complete manner for your Petitioner did produce Joachim Sundt the —

Subscribing

Subscribing Witness to the Execution of the said Respondentia Bond, and who transacted the matter relative thereto between the parties interested therein and bound thereby and the said Joachim Sundt did in his deposition positively declare that he saw Linood Antonio Rodrigues and Kare Kistnah Chitty the Defendants Testator execute the said Respondentia Bond, that the said Kare Kistnah Chitty did not affix his name to the said Respondentia Bond as a Witness thereto, but as a Principal bound thereby, and that he the Witness did set and subscribe his name as a witness to both the said signatures and upon reference to the Original Respondentia Bond it would appear that the said Joachim Subscribing his name as a Witness to the Execution thereof thus expressed the same "I am Witness to the above signatures" which your Petitioner humbly submitted to the said Court was sufficiently conclusive of itself

itself to shew that the said Kare Kistnah Chitty was not as the Defendants pretended merely a Witness to the Execution, but as the said Joachim Sundt had declared the fact to be a principal bound thereby for your Petitioner further did submit to the said Court that had the said Kare Kistnah Chitty signed his name to the said Bond merely as a Witness, the said Joachim Sundt would only have subscribed his name without any remark thereon, and certainly not that he was a Witness to the above signatures and therefore your Petitioner did humbly submit to the said Court that it was clearly proved both by the subscription of the said Joachim Sundt to the said Respondentia Bond and the Testimony by him given touching the same that the said Kare Kistnah Chitty the Defendants Testator did not sign the same as a Witness to the due execution thereof, but as a principal bound thereby and the said Joachim Sundt did also prove the Consideration for which the

said

said Respondentia Bond was Executed, that he saw the Sum of about five thousand Pagodas paid by your Petitioner to the said Simiod Antonio Rodrigues and that afterwards your Petitioner did inform him that he had paid the remainder for which the said Respondentia Bond was Executed - he also said that the said money was so delivered by the Joint security of the said Simiod Antonio Rodrigues and the said Kare Kistnah Chitty the Defendants Testator that your Petitioner did refuse to lend the said money unto the said Simiod Antonio Rodrigues unless he could procure some person Resident in Madras, as a Collateral security for the repayment thereof and that thereupon the said Simiod Antonio Rodrigues did propose the said Kare Kistnah Chitty for that purpose and the said Joachim Sunat also proved that the said Kare Kistnah Chitty did at first refuse to sign the said Bond but that upon the said Simiod Antonio Rodrigues saying that he would get some one else to do it, he the said Kare Kistnah Chitty did sign the same and the said Joachim Sunat had proved in the best manner the case would admit of, that Kare Kistnah Chitty was benefited by the said money by your Petitioner lent and advanced upon the said Respondentia Bond for the said Joachim Sunat - deposing to the last Interrogatory said that when the said Kare Kistnah Chitty did refuse to sign the said Bond the said Simiod Antonio Rodrigues did tell him that he had given him a great deal of trouble as the said Bond had been drawn out in consequence of his the said Kare Kistnah Chitty's promise to become security for what money he might take up, and for which he was to be supplied with Goods by the said Kare Kistnah Chitty, that thereupon the said Kare Kistnah Chitty consented to sign the said Respondentia Bond, on Condition that the said Simod Antonio Rodrigues

Rodrigues would take Goods through his means
and the said Joachim Sundt did further prove
how and in what manner he came to a
knowledge of the several matters and things
by him deposed that he understood the
Portugese and Malabar Language and was
an Acquaintance of the said Simod Antonio
Rodrigues and that the said Simod Antonio
Rodrigues did not understand Malabar and
that your Petitioner did not understand Portugese
Thirdly That it was proved by the Testimony
of the said Joachim Sundt that it was upon
the Confidence that the said Kare Kistnah
Chitty had become jointly bound with the
said Simod Antonio Rodrigues for the
payment of the said Sum of money secured
by the said Respondentia Bond that your
Petitioner did lend and advance the same,
and that he would not have lent and advanced
it otherwise and that those facts were
fully understood by the said Kare Kistnah
Chitty

Chitty at the time he did Execute the said
Respondentia Bond and your Petitioner did
submit to the said Court of Appeals that being
altogether ignorant of any European Language
or the manner or form in which Deeds are
Executed, and trusting and confiding in the
integrity of the said Kare Kistnah Chitty
who was well Acquainted with the English
and Portugese Language and the manner and
form in which deeds were Executed it was the
more incumbent on the said Kare Kistnah Chitty
to have acted fairly and uprightly towards
your Petitioner, but the said Kare Kistnah
Chitty did take advantage of the trust and
Confidence reposed in him by your Peletioner,
and did also take advantage of his own
knowledge to attempt a fraud on your
Petitioner by signing the said Respondentia
Bond not immediately under the signature
of the said Simod Antonio Rodrigues but
in that place where the Witnesses usually
sign

sign to the Execution - and your Petitioner did submit to the said Court of Appeals that it was not of consequence in what particular part of a Bond the Obligor subscribed his name, so that proof could be had to substantiate the necessary facts that are required to give Validity to the Deed, and that although the name of the said Kare Kistnah Chitty did not appear in the body of the said Respondentia Bond yet having Executed the same he was bound thereby, and the omission of his name in the body of the said Respondentia Bond was rectified by the practice of the Courts of Equity, and such omission was occasioned by the same Circumstances on the part of your Petitioner and the like advantage taken on the part of the said Kare Kistnah Chitty the Defendants Testator as hereinabove set forth regarding his the said Kare Kistnah Chitty's signature to the said Respondentia Bond -

And

And your Petitioner Sheweth unto your most Excellent majesty in Council that your Petitioner did thereupon in and by his said Petition of appeal to the said Court of Appeals pray that the said Court of Appeals would be pleased to Reverse the said Decree of the said Mayors Court and that the said Court of Appeals would grant unto your Petitioner such further and other Relief in the premises as to the said Court of Appeals would seem meet

And your Petitioner Sheweth unto your most Excellent Majesty in Council that to your Petitioners said Petition of Appeal the Defendants did Exhibit and file their answer and thereto and thereby did amongst other things state that to the Interrogatories exhibited to the said Joachim Sundt, the Witness produced on the behalf of your Petitioner, and to deposition by him given thereon they the Defendants did except and object to their being received in evidence upon the hearing

of

of the said Cause, that same being as the Defendants did pretend contrary to Law - and did further state that your Petitioner having Exhibited and filed his said Answer to the said exceptions, the same came on to be heard and Determined before the said Mayors Court when the said Mayors Court was pleased to over Rule the Defendants said exceptions, but that nevertheless the Defendants did humbly insist upon the benefit thereof -

And in Answer to your Petitioner several Causes and Reasons of appeal did say they humbly conceived that the said Decree of the said Mayors Court was agreeable to equity and Justice and did therefore pray that the same might be affirmed and that your Petitioners said Petition of Appeal might be dismissed with Costs -

And your Petitioner Sheweth unto your most Excellent Majesty in Council that your Petitioners said Petition of Appeal and the Defendants said answer thereto, coming on to be heard and Determined before the said Court of Appeals on the thirteenth day of the present month of February and year of Christ One thousand seven hundred and ninety six, the said Court of Appeals declaring that the matter in dispute was between two Natives for that the Defendants whom the suit was brought were the Executors of Care Kistnah Chitty a native did order and Decree that the said Decree of the said Mayors Court dated the Twenty eighth day of July and year of Christ One thousand seven hundred and Ninety five should be Reversed and that each party should pay their own Costs in both Courts as by Copy of the said Order and Decree hereunto annexed for the inspection of your most Excellent Majesty in Council to which your Petitioner begs leave to refer and prays the same may be taken as part of this his Petition of Appeal may more fully,

and

and at large appear –

By which said Order and Decree of the said Court of Appeals your Petr doth conceive himself much aggrieved, and doth therefore appeal therefrom to your most Excellent Majesty in Council for the following amongst other Reasons –

First —— Because the said Decree is erroneous in its principle and contrary to Law inconsistent with the charter and contrary to the practice that has hitherto prevailed in the said Court of Appeals –

Secondly —— Because for the Reasons setforth in your Petitioners said Petition of Appeal to and to which your Petitioner humbly prays reference your Petitioner submits to your most Excellent Majesty in Council that he was entitled to the full benefit of the Reversal of the said Decree of the said Mayors Court that is to say the Sum sued for and Interest and Costs thereon –

Thirdly

Thirdly —— Because although the Decree of the said Court of Appeals doth grant the Prayer of your Petitioners said Petition of Appeal yet it doth not setforth, as it ought to have done the Sum to be paid to your Petitioner and for want thereof your Petitioner will not be able to obtain and Execution out of the said Mayors Court –

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 will Vouchsafe to Reverse the said Decrees of the said Mayors Court and Court of Appeals and grant unto your Petitioner such further & other Relief in the Premises as in the Wisdom of your most Excellent Majesty in Council shall seem meet –

/Signd/ J. Stuart Hall
Solicitor for Appellant

Court

Court of Appeas — Saturday the 13 day of February
at Madraspatnam Anno Domini 1796

Between Growvapah of Madras Inhabitant Appellant and Henry Chichley Michell and John De Fries of Fort St. George Merchants and Nagapah Chitty and Punjaram Sooboo Chitty of Madras Inhabitants Executors of Care Kistnah Chitty deceased Respondents —

This Cause coming on this day to be heard and debated before this Court and upon due consideration of the Petition of Appeal together with the Decree of the Honble the Mayors Court given in this Cause on Tuesday the 28th. day of July Anno Domini 1795, and it appearing to Court that the matter in dispute is between two Natives for that Henry Chichley Michell and John De Fries of Fort St. George Merchants against whom the suit is brought are the Executors of Care Kistnah Chitty a Native

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 dated the 28th. day of July Anno Domini 1795 be Reversed and that each party do pay their own Costs in both Courts —

Hur / Signed / J. Webbe Clk

A true Copy
/ Signed / J. Stuart Hall
Solicitor for Appellant

To

To the Kings Most Excellent Majesty in Council

Between Growapah of Madras Inhabitant Appellant and Henry Chichley Michell John Defries Junior Nagapah Chitty and Cunjaram Sooboo Chitty Executors of Kare Kistnah Chitty Deceased Respondent—

The Answer of the above named Respondents to the Petition and Appeal of the Appellant above named—

The said Respondent admits that the Appellant above named did on or about the Twenty second day of May in the year of Our Lord One thousand seven hundred and Ninety four Exhibited and file his Bill of Complaint against these Respondents as Executors aforesaid in the Mayors Court at Madraspatnam setting forth the several matters and things and for the relief in the said Appellants said Petition and Appeal

Filed in my office the 8th June 1796
J Webbe clk

Appeal particularly mentioned and these Respondents do also admit that they did on or about the fifteenth day of July in the said year One thousand seven hundred and Ninety four file their Plea and Answer to the said Appellants said Bill of Complaint setting forth the several matters and things in the said Appellants Petition and Appeal particularly mentioned but for greater certainty herein these Respondents most humbly crave leave to refer to the said Bill of Complaint Plea and answer and to the Transcripts thereof and these Respondents admit that the said Appellant afterwards on or about the Sixteenth day of September in the said year One thousand seven hundred and Ninety four Replied to these Respondents said Plea and Answer setting forth other matter than is stated in the said Appellants said Petition and Appeal that is to say That these Respondents Testator upon the first requisition of the said Simeao Antonio Rodrigues to become Security as aforesaid did decline it that thereupon the said Simeao

Simeao Antonio Rodrigues did say that if he did not become Security he the said Simeao Antonio Rodrigues would Employ some other Debash in his business and purchase the Goods he might want of some other Person and not from him these Respondents Testator, and that thereupon these Respondents Testator agreed to become and did accordingly became security as aforesaid and that after having become security as aforesaid he did entreat the said Simeao Antonio Rodrigues to grant him some Security on Account thereof and thereupon the said Simeao Antonio Rodrigues did inform these Respondents Testator that he these Respondents Testator had in his Godowns Madeira Wine sufficient for his Security, And the Appellant did say that he had heard and believed that the said Madeira Wine did remain in the said Godowns of these Respondents Testator at the time the said Simeao Antonio Rodrigues did sail for Lisbon and long afterwards, as security as aforesaid and the Appellant

Appellant did say Notwithstanding the pretended ignorance of these Respondents to the contrary that he did receive from the said Simeao Antonio Rodrigues through the means of John Bowman in the Appellants Bill named the Sum therein stated to have been received from him, that the Appellant did apply to the said Simeao Antonio Rodrigues and to his Agents regarding the matter in question that the said Simeao Antonio Rodrigues did become insolvent and unable to pay the same in the said Respondentia Bond setforth that the Appellant had received the said Sum of four thousand Pagodas, and no more, and that the remaining balance was still due and owing to him — And these Respondents afterwards rejoined to the said Appellants said Replication setting forth the several matters and things in the said Appellants said Petition and appeal particularly mentioned besides other matter which the said Appellant hath

hath found it expedient to omit, that is to say.
That the name of the said John Orr had not
been improperly introduced into these Respondents
Answer for that these Respondents verily believe
for the reasons in their Answer mentioned that
the said John Orr was in fact the Person
actually interested in the issue of the suit, and
which they did say was strongly evinced from
the demand by him made upon these
Respondents Testator both personally and through
the intermediate Agency of the Respondent
Henry Chichley Michell and these Respondents
did submit to the said Mayors Court, that their
said Testators uniform denial of the Justness
of such demand and the said John Orrs long
Acquiescence under such denial, did strongly
militate against the said demand Abstractedly
from the unlawfulness and illegality thereof
and that if the said Bond was as stated, read
and explained to their Testator it must have
appeared from the reading thereof to have been
merely

merely a Respondentia Bond from the said
Simeao Antonio Rodrigues to the Appellant,
their Testators name being no where inserted
therein, it was evident that he subscribed his
name thereto as a Witness to the Execution
thereof and not otherwise, and so these
Respondents did insist upon the fact to be;
and did say that it appeared by the said Bond
that the said Simeao Antonio Rodrigues sealed
the same and it did thereby also appear that
these Respondents Testator did not seal the
said Bond, which they did say he would
have done, had he been considered as a party
Executing the same, and these Respondents
did deny that the said Simeao Antonio
Rodrigues did insist upon, or that he had any
grounds to desire or expect their Testator would
become Security for the payment of the said
monies, or that the Appellant did make
that the condition upon which he would
lend or advance the same or that their, these

Respondents

Respondents Testator did in any wise assent
to such pretended Condition, and they did
humbly insist that the said alleged Transaction
with respect to the said pretended loan, was
the Appellants own shewing upon the face
of his said Bill of Complaint, usurious, and
that his said Replication was a confirmation
of such usury for that he did therein allege
that he judged it prudent to have security for
his money which had nothing to do with the
on the contrary altogether independant of the
risk of the sea, whereas these Respondents
did humbly submit to the said Mayors Court
that it was the Respondentia bonder bearing
the risk of the Sea which Justified his
taking an Interest, and premium for the loan
beyond the legal Interest allowed by statute
and did thereupon humbly insist upon the
statute in that case made and provided
and prayed they might have the benefit
thereof as fully and effectually to all intents
and

and purposes as if they had specially pleaded
the same, And these Respondents did say that
such custom as in their answer was mentioned
with regard to Respondentia Loans did prevail
at Lisbon and that the said John Orr being
thereupon the spot should have availed himself
of such custom and did deny that their said Testator
was interested in the Transactions or dealings of
the said Simeao Antonio Rodrigues either regarding
the matter in question or otherwise and did
say that their said Testator did not act as the
Debash of the said Simeao Antonio Rodrigues -
but these Respondents for greater certainty herein
most humbly crave leave to refer to the Transcripts
of the Pleadings in the said Cause and these
Respondents admit that such proceedings were
had in the said Cause that the same was set
down to be heard upon Pleadings and Proofs
and the said Cause Accordingly came on to
be heard before the said Mayors Court on or
about the Twenty eighth day of July One thousand

Seven

seven hundred and Ninety five when the said Mayors Court dismissed the Appellants said Bill of Complaint with Costs to be paid by the said Appellant, and these Respondents admit that the said Appellant did thereupon appeal from the said Decree of the Mayors Court to the Court of Appeals at Madraspatnam, and that these Respondents having answered the said Petition and appeal the said Court of Appeals was on the Thirteenth day of February in the present year One thousand seven hundred and Ninety six pleased to Order and Decree and did accordingly Order and Decree that the said Decree of the Mayors Court of the Twenty eighth July One thousand seven hundred and Ninety five should be reversed and that each party should pay their own Costs in both Courts - These Respondents say that although the said Court of Appeals has been pleased in part to Reverse the said Decree of the Mayors Court yet that such several doth only go to the Costs of Suit in

in as much as the said Court of Appeals hath not ordered the said Bill of Complaint to be retained by the said Mayors Court, nor adjudged any money to be paid by these Respondents as Executors aforesaid to the said Appellant, because that it was not the intention of the said Court of Appeals that the Appellant should take any thing by his said suit so instituted in the said Mayors Court and therefore the said Court of Appeals hath not awarded execution and these Respondents say that the merits of the Cause being with these Respondents and the said Court of Appeals also adverting to the saving Clause in the Charter which Constitutes the said Mayors Court a Court of Record and whereby the said Mayors Court is prohibited from entertaining suits between the Indian Natives of Madraspatnam, unless both parties should submit the same to the Determination of the said Mayors Court - The said Clause did also operate with the said Court of Appeals, as is manifest upon the face of the said Decree - for these

these Respondents do most humbly conceive that even had their said Testator been one of the Coobligors of the Respondentia Bond in question, as he was not, it would still have been a contract between the Indian Natives of Madras patnam, and the Obligee of the said Bond, not having any power to prosecute these Respondents said Testator in his life time, in the Mayors Court, and these Respondents being, as his Repre= sentatives, exempt from the process of the said Court as relating to the subject matter of this suit the said Court of Appeals did evidently consider the proceedings of the Mayors Court as being Coram non Judice, and the said Appellant should as these Respondents most humbly conceive, have surceased all further proceedings But as the said Appellant instead of so doing has thought fit to Appeal to your most Excellent Majesty in Council whereby the Estate of these Respondents said Testator will be put to very great expence These Respondents do most humbly pray that the said

said Decree of the Mayors Court may be affirmed and that the said Appellant may be Decreed to pay unto these Respondents the Costs and and expenses which they have been put to in the said Mayors Court and Court of Appeals, with all further Costs and charges which these Respondents have or may sustain by reason of the premises -

/Signed/ John White Solr
for the Respondents

To

To the Right Honorable Lord Hobart

President in Council &c.

Fort Saint George

In the Honble
Court of Appeals

Between Sir John Menzies
Baronet Complainant and Elizabeth
Hodges Executrix of the last Will and
Testament of James Hodges heretofore
of Masulipatnam Esquire deceased
Defendant-

The humble Petition and Appeal of
the above named Defendant

Sheweth

That some time on or about the Sixteenth
day of August which was in the year of Our
Lord One thousand seven hundred and Eighty
Eight the above named Complainant did exhibit
and file his Bill of Complaint in the Mayors
Court of Madraspatnam against your Petitioners
Testator the above named James Hodges and did
therein

Filed in my Office
the 5. December 1795
Webbe
Clk

therein and thereby setforth that your Petitioners
said Testator did stand indebted unto him the
Complainant in the full and just Sum of Seven
thousand Three hundreds and four star Pagodas
Eight fanams and Sixty Cash and for the particulars
the Complainant did refer to an Account Current
marked A to his said Bill annexed and the
Complainant did in and by his said Bill say
that some time on or about the Twentieth day of
July Which was in the year of Our Lord One
thousand seven hundred and Eighty six One
Chincalapoody Setteramiah of Madras acting
as Vakeel or Agent for Condraigula Juggernat Row
at Masulipatnam drew a Bill of Exchange &c
under date the said Twentieth day of July payable
to the Order of the Complainant by his then &c
discription of John Menzies Esquire for the Sum
of Ten thousand Madras Pagodas and payable
in thirty days after sight by the said Condraigula
Juggernat Row which said Bill was forwarded
to your Petitioners Testator as his Agent and &c

Attorney

Attorney of the Complainant at Masulipatnam aforesaid with a request to your Petitioners Testator to do what was necessary respecting the said Bill, and when due to pass the same to the credit of John Francis Moraun Esquire — That the said Bill was accepted by the said Condraigula Juggernat Row on the Twenty fifth day of the said month of July as the Complainant did say would appear by a copy of the said Bill marked **B**, to his said Bill of Complaint annexed that some time afterwards but before the said Bill of Exchange was due the Complainant having made a new arrange=ment with the said John Francis Moraun informed your Petitioners Testator thereof and therefore desired the said James Hodges to consider the Amount of the said Bill as his the Complai=nants, and to be put to his Account and the said Complainant did say that some time after the said Bill became due to wit on the Twenty eighth day of August then next following

following the said Condraigula Juggernat Row did by his Cash keeper Authenna Puntalow in part discharge thereof pay unto your Petitioners Testator or to his Cash keeper for his Account and with his knowledge the Sum of Eight thousand Madras Pagodas and on or about the fifteenth day of the month of September then following the said Condraigula Juggernat Row did tender by his Cash keeper unto your Petitioners Testator the further Sum of Two thousand Madras Pagodas being the Balance of Principal Money due on the said Bill of Exchange as also any Interest that might be due thereon and at the same time demanded from your Petitioners said Testator the delivery of the said Bill of Exchange unto him for account of the said Condraigula Juggernaut Row but the Complainant did say your Petitioner refused so to do pretending as the Complainant did say he had been informed that he had received from the said Condraigula Juggernat Row duly the Sum of Four thousand

Five

Five hundred and Twenty eight madras Pagodas
Eighteen fanams and forty Cash for account of
the said Bill and the remaining part of the
said Eight thousand Pagodas so as aforesaid paid
by the said Condraigula Juggernat Row to
your Petitioners Testator being three thousand
four hundred and Seventy one madras Pagodas
Twenty seven fanams and forty Cash was
pretended to be for account of a Claim which
your Petitioners Testator had on the said Condrai-
=gula Juggernaut Row and that your Petitioners
said Testator endorsed the said Bill of Exchange
only the said Sum of Four thousand five hundred
and Twenty eight madras Pagodas eighteen
fanams and forty Cash instead of the said Sum
of Eight thousand Madras Pagodas which
the Complainant did say had been paid unto
him for account of the said Bill as aforesaid
and told the said Condraigula Juggernat
Row or his Agent or Gomastah that when
he paid the remaining balance being five
thousand

Four hundred and Seventy one Madras
Pagodas twenty seven fanams and forty Cash
he your Petitioners said Testator would deliver
up the said Bill of Exchange and the Complainant
did say that your Petitioners said Testator had
given him Credit only for the said Sum of Four
thousand five hundred and Twenty eight
Madras Pagodas eighteen fanams and forty
Cash as received on account of the said Bill
of Exchange instead of giving Credit as the
Complainant did say he ought to have done
for the said Sum of Eight thousand Madras
Pagodas that when he had information from
your Petitioners Testator of his having received
the said Sum of Four thousand five hundred
and Twenty eight Madras Pagodas
Eighteen fanams and forty Cash and Credited
him for the same, he Credited your Petitioners
said Testator for Commission thereon in his
Account Current of the thirty first of December
One thousand seven hundred and Eighty six

not

not having then conceived that any greater or other Sum had been paid or tendered to be paid for account of the said Bill of Exchange and the Complainant did say being at that time entirely uninformed of all the illegal and unwarrantable actings and doings of your Petitioners said Testator in the premises by which actings and doings of your Petitioners said Testator the Complainant did pretend that he was injured to the amount of the said Sum of Three thousand four hundred and Twenty one Madras Pagodas twenty seven fanams and forty Cash and in the further Sum of Two thousand madras Pagodas and Interest thereon respectively as he did say would appear by the said Account Current **A** for the Complainant did say that finding as he did pretend that your Petitioners said Testator had dispaired of getting any further payment from the said Condraigula Juggernaut Now he the Complainant conferred with Veera permaul Pillay of Madras Dubash at whose Recommendation in the first instance he had taken the said Bill of Exchange who in confidence of the Circumstances of the said Condraigula Juggernat Now being as disparate as your Petitioners said Testator had stated them advised him the Complainant to send for the said Bill of Exchange from Masulipatam promising his exertions to recover the balance at Madras on the faith whereof and under such impressions and assurances as he received at the time from the said Veerapermaul Pillah considering himself as secure of receiving at Madras the Amount due on the said Bill wrote accordingly in strong terms to your Petitioners said Testator thanking him for the trouble he had hitherto taken and requesting the Bill to be returned in order to be delivered to Veerapermaul Pillah for the purpose aforesaid and that your Petitioners said Testator sent the Bill Accordingly - but that when the said Veerapermaul Pillay applied

Applied for the supposed balance due upon the said Bill the said Condraigula Juggernat Row did as the Complainant did say state his payments on account thereof at the time and in manner as is above setforth and declared that his the Complainants remedy lay against your Petitioners said Testator whereupon the said Verapermaul Pillay returned the Bill to the Complainants and declined all further interference thereon as he had not received or had a prospect to receive any money on account thereof wherefore the Complainant did say that he was injured as above and thereafter stated by the actings and doings of your Petitioners said Testator in the premises which actings and doings the Complainant did charge as followeth to wit that the said Condraigula Juggernat Row paid into your Petitioners said Testator on the said Twenty eighth day of August the said Sum of Eight thousand Madras Pagodas expresly in part Payment of the said Bill of Exchange and for no other purpose whatever, and that the said

said Condraigula Juggernat Row did at the time of paying the said Sum of Eight thousand Madras Pagodas by himself or servant declared unto the said James Hodges that he paid it for that purpose and no other That the said Condraigula Juggernat Row did on or about the said fifteenth day or some other other day in the month of September then following tender unto your Petitioners said Testator the following Sum of Two thousand Madras Pagodas being the balance of Principal money due upon the said Bill of Exchange, and at the same time demanded from your Petitioners said Testator the delivery of the said Bill of Exchange with a full discharge thereon which Sum of Two thousand Madras Pagodas the Complainant did pretend your Petitioners said Testator did refuse to receive pretending that a greater Sum to wit the said Sum of Five thousand four hundred and Seventy one Pagodas twenty seven Fanams and forty Cash was due thereon when in fact, the Complainant did say

say the said Condraigula Juggernat Row did at that time owe on Account of the said Bill only the said Sum of Two thousand Madras Pagodas wherefore the Complainant did charge that your Petitioners Testator was indebted unto him in the said Sum of Eight thousand Madras Pagodas principal money being for so much received as aforesaid for Account and in part discharge of the said Bill of Exchange that your Petitioner the Complainant did say stood further indebted unto him in the Sum of Two thousand Madras Pagodas being the balance of the Principal money due on such Bill of Exchange deducting therefrom the said Sum of Four thousand five hundred and Twenty eight Madras Pagodas eighteen fanams and forty Cash for which your Petitioners said Testator had endorsed his receipt and given Credit to him the Complainant in account as aforesaid for that such balance of Two thousand Madras Pagodas was tendered and would have been paid had your Petitioners said Testator been as

as the Complainant did pretend willing to have received the same as he ought to have done as his the Complainants Agent or Attorney for that the said Sum of Three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash being as the Complainant did say the difference between the said Sum of Eight thousand Madras Pagodas and Four thousand five hundred and Twenty eight Madras Pagodas Eighteen fanams and forty Cash as also the said Sum of Two thousand Madras Pagodas together with the Interest thereon respectively from the dates on which the former Sum was paid, and the latter Sum was tendered to be paid by the said Condraigula Juggernat Row or his Agent or Gomastah for his account unto your Petitioners said Testator make together the said Sum of Star Pagodas Seven thousand Three hundred and four eight fanams and Sixty Cash as by the said Account Current A the Complainant did say might appear and the

Complainant

Complainant did say that he had frequently demanded of your Petitioners said Testator the said Sum of Seven thousand Three hundred and four star Pagodas eight fanams and Sixty Cash and that he did refuse to pay the same and the Complainant did pray that your Petitioners said Testator might upon his Corporal Oath full true direct and perfect Answer make to all and singular the matters and things in his the Complainants Bill setforth as fully and effectually to all intents and purposes as if the same were therein before setforth and particularly interrogated, and particularly that he might answer whether the said Chincalapoody Litteramiah did not draw the said Bill at the time under the date and for the said Sum of Ten thousand madras Pagodas as above setforth and whether the same was not drawn on the said Condraigula Juggernat Row and paiyable to his the Complainants Order at thirty days after sight and whether the said Condraigula Juggernat Row did not on

on the said Twenty Eighth day of August pay unto your Petitioners said Testator the said Sum of Eight thousand Madras Pagodas in part payment of such Bill saying at the time he so paid the said Sum of Eight thousand Madras Pagodas that it was for account of the said Bill and whether your Petitioners Testator did not in his conscience know that the said Sum of Eight thousand Madras Pagodas when so paid as aforesaid was paid by the said Condraigula Juggernat Row or his Gomastah or Cash keeper expressly in part payment of the said Bill of Ten thousand madras Pagodas and for no other purpose whatever and whether the said Condraigula Juggernat Row did not in person or by his Cash keeper or Gomastah afterwards or about the said fifteenth day or some other time in the said month of September tender unto your Petitioners said Testator the payment of the Sum of Two thousand Madras Pagodas as the balance due by him on account of the said Bill for

Ten

Ten thousand madras Pagodas and whether
Petitioners said Testator did not refuse to receive
said Sum of Two thousand madras Pagodas under
pretence that the same was not the full Balance
due on account to the said Bill but that there was
due on account thereof the said Sum of Five thous
four hundred and Seventy one madras Pagodas
Twenty seven fanams, and forty Cash or some other
and what Sum and the Complainant did further
pray that your Petitioners said Testator might be
Decreed to pay to him the said Sum of Star
Pagodas Seven thousand Three hundred and four
eight fanams, and Sixty Cash, together with all
Interest and Costs of Suit—

And your Petitioner Sheweth
unto this Honble Court that to the Complainants
said Bill of Complaint your Petitioners said
Testator did Exhibit and file his answer and
did therein and thereby setforth that he denied
to stand indebted unto the Complainant in the
Sum of Seven thousand Three hundred and four
Star

Star Pagodas eight fanams and sixty Cash Current
money of Madras or in any other Sum or Sums
of money whatever as the same was unjustly
charged and setforth in the Complainants said
Bill of Complaint and by the several Exhibits
thereto annexed and did further say that the said
Action was very irregularly brought against him
in order to make him responsible for the said Sum
of money which if due at all unto the Complainant
which he did in no wise admit it was evident
by the Complainants own shewing on the said
Bill that the same ought not to have been demanded
from him your Petitioners said Testator but from Condraigula
Juggernat Row the person upon whom it appeared
the Bill of Exchange exhibited in the said Bill
was drawn or upon Chincallapoody Sitteramiah
who was in the said Bill said to have been the
drawer thereof That it appeared by the whole of
the said Bill that the said Complainant had
Confederated with the drawer and Accepter of
the said Bill of Exchange, with the view and
design

design of defrauding your Petitioners said Testator out of the Sum sued for, under pretence of the whole amount of the said Bill of Exchange having been paid or payment thereof having been tendered by the said Acceptant unto your Petitioners said Testator as the Endorsee thereof on account of the Complainant contrary to the real state of the facts relating to the said Transaction and contrary to the principles of Law or Equity

That in order to Shew the unwarrantable Conduct of the Complainant in bringing the said action your Petitioners said Testator did say that he had received a Bill of Exchange from the Complainant some time in the month of July which was in the year of Our Lord One thousand seven hundred and eighty six said to be drawn by the aforesaid Chincalapoody Sittaramiah then at Madras acting as Vakeel to the said Condraigula Juggernat Row at that time at Masulipatnam upon the said Condraigula Juggernat Row for the Sum of Ten thousand

Madras

Madras Pagodas and made payable to the said Complainant at thirty days sight but that he your Petitioners Testator was not the Complainants attorney at that time, nor did he regard himself as his Agents except that from motives of personal regard towards the Complainant, that he undertook at different times to Transact some of the Complainants business at Masulipatnam but did decline ever receiving any Commission for the said business that he so Transacted on the Complainants own account as the Complainant well knew, and that he your Petitioners said Testator was in no way in the Commission business, that he believed that the Copy of a Bill of Exchange annexed unto the said Bill of Complaint was a Copy of the said Bill of Exchange so sent to him your Petitioners said Testator and which original the Complainant acknowledged to be in his possession. That long previous to and at the time of his your Petitioners said Testator receiving the said Bill of Exchange from the said Complainant

the

the aforenamed Condraigula Juggernat Row stood indebted unto him your Petitioners said Testator in a considerable Sum of money to wit the Sum of Three thousand four hundred and Seventy one Pagodas, twenty seven fanams and forty Cash arising upon certain Covenants Executed to him by the said Condraigula Juggernat Row under date the tenth day of April One thousand seven hundred and Eighty three reciting that in Consideration of his the said Condraigula Juggernat Row having posessed himself of the Estate and Effects of his Uncle Vencatarayaloo and of his the said Vencatarayloos being at the time of his death under engagements to pay unto your Petitioners Testator the Sum of Three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash annually for the Term of Eight years on account of Charmall and of Opparows Debt due to your Petitioners said Testator, that he the said Condraigula Juggernat Row did become bound to pay unto your Petitioners said Testator the like Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash Annually for the like term of Eight years That the said Condraigula Juggernaut Row did duly pay unto your Petitioners said Testator the said Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash annually on or about the said Tenth day of April in the years of Our Lord One thousand seven hundred and Eighty four, and one Thousand seven hundred and Eighty five and there was then due another annual payment of the like Sum of Three Thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash on the Tenth day of April One thousand seven hundred and Eighty six, at which period the said Condraigula Juggernaut Row did not pay the said Sum, and the same was actually due and owing at the time that your Petitioners said Testator Received the said Bill of Exchange from the Complainant and long afterwards until the same was paid and discharged by the said Condraigula

Juggernat

Juggernaut Row in the manner thereafter shewn
at this he your Petitioners Testator had at the expiration
of the said Term of payment to wit on the Tenth day
of April One thousand seven hundred and Eighty
six and at sundry time thereafter demanded pay-
=ment thereof; at all which times the said Condraigula
Juggernaut Row did Acknowledge the Justness of the
demand and did promise payment thereof That
matters stood between him your Petitioners Testator
and the said Condraigula Juggernaut Row in the
situation before discribed at the time of his receiving
the aforesaid Bill of Exchange from the Complainant,
upon him the said Condraigula Juggernaut Row
And your Petitioners said Testator did say that he had
shewn that he was not in the Agency or Commission busines
but that he Transacted some business occasionally for the
Complainant at Masulipatam from motives of personal
Regard and did decline taking Commission and therefore
did disinterestedly receive the said Bill of Exchange
with a View of doing his utmost to receive the
Amount thereof from the said Condraigula Juggernat
Row, but in case the said Bill had been Transmitted
to him by any other person he would certainly have
declined the trouble, and on Account

of his not being in the habit of Transacting business
for other Persons and as well also for the obvious Cause
of his having demands on the said Condraigula
Juggernat Row on his own private account but that
as both Transactions were of a similar nature, he
did not apprehend that any event would follow his
Compliance with the Complainants desires, so
contrary to the union and Confidence that then
seemingly existed between the different parties —
That when he presented the Bill for acceptance,
he reminded the said Condraigula Juggernat Row
of his promise of payment, and again demanded
payment of the said Sum of Three thousand four
hundred and Twenty one Pagodas, twenty seven
fanams and forty Cash and the said Condraigula
Juggernat Row did thereupon repeat his promises
of payment and did assure him your Petitioners
said Testator that the payment of the said Bill
should be no impediment thereto and that he would
punctually pay them both That after the said
Condraigula Juggernat Row had accepted the

said

said Bill and between that day and the day of payment your Petitioners said Testator did repeat his said demand and particularly on or about the Twenty third or Twenty fourth of the month of August in the year aforesaid That the said Condraigula Juggernat Row thereupon gave for Answer that he the said Condraigula Juggernat Row would pay him your Petitioners Testator the amount of his said demand the following day, and that he would also at the same time pay a part of the said Bill - that the said Condraigula Juggernat Row did on or about the Twenty eighth day of the said month send the Sum of Seven thousand and Six hundred Madras Pagodas out of which your Petitioners said Testator did take the aforesaid Sum of Three thousand four hundred and Seventy one Pagodas, Twenty seven fanams and forty Cash in discharge of the aforesaid Annual payment due on the aforesaid tenth day of April One thousand seven hundred and Eighty six and did endorse the Bill of Exchange with

with the Receipt of the Sum of Four thousand One hundred and Twenty eight Pagodas Eighteen fanams and forty Cash as being so much received on account of the aforesaid Bill of Exchange, which was regular and according to the promise of the said Condraigula Juggernat Row, and in performance of his aforesaid Covenants with your Petitioners said Testator as before recited and your Petitioners said Testator did inform the said Condraigula Juggernat Row of his having so done, which was in consequence and in course approved of by him the said Condraigula Juggernat Row That the said Condraigula Juggernat Row did on the same or the next day pay into your Petitioners said Testator a further Sum in part of the said Bill which was also endorsed on the back of the said Bill as so much further received on account thereof and your Petitioners said Testator did say that he did inform the said Complainant of his having received the said

said Sums on account of the said Bill making together the Sum of Four thousand five hundred and Twenty eight madras Pagodas Eighteen fanams and forty Cash That after the said Twenty eighth day of August he did constantly apply to, and demand payment of the said Condraigula Juggernat Row for the remaining Sum of Five thousand Four hundred and Seventy one madras Pagodas twenty seven fanams and forty Cash who did constantly promise to pay the same and did not threaten or allege that a larger Sum than the aforesaid Sum of Four thousand five hundred and Twenty eight madras Pagodas Eighteen fanams and forty Cash Endorsed or received on the said Bill had been paid on account thereof as he well knew he could not in his conscience say that he had paid any further Sum on that account — And your Petitioners said Testator referring the said Mayors Court to the above state of facts betwixt him and the said Condraigula Juggernat Row did deny that he did receive himself or by any person or persons on the aforesaid Twenty eighth day of August or at any other time or times from the said Condraigula Juggernat Row by his Cash keeper Authenna Pintaloo or from any other person or persons in part discharge of the said Bill of Exchange the Sum of Eight thousand Pagodas and did also deny that the said Condraigula Juggernat Row did on or about the fifteenth day of September following, or at any time in the said month tender unto him your Petitioners said Testator the Sum of Two thousand madras Pagodas as the balance due on the said Bill but your Petitioners said Testator did admit what was in the said Bill set forth that he did frequently demand payment from the said Condraigula Juggernat Row of the balance or the Sum of Five thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash remaining due on the said Bill of Exchange, and that upon his the said Condraigula Juggernat Row paying the same that he would deliver up to him the said Bill of Exchange that not having received more than

than the aforesaid Sum of Four thousand five hundred and Twenty eight madras Pagodas eighteen fanams and forty Cash, he in course could not give Credit to the Complainant for any other or larger Sum on that account and that he could not nor ought to give Credit for the Sum of Eight thousand madras Pagodas pretended to have been paid thereon for the reasons before setforth and your Petitioners Testator did deny all illegal and unwarrantable actings and doings in the premises and did deny that the Complainant was injured by any of his your Petitioners said Testators actings and doings therein and did say that the Complainant was fully and entirely acquainted with, and informed of the nature of the several Transactions by him your Petitioners said Testator setforth relating the said payment of Three thousand four hundred and twenty one Pagodas, twenty seven fanams and forty Cash, made by the said Condraigula Juggernat Row to him and of his not having received from the said Condraigula Juggernat Row any further

or

or other Sum on Account of the said Bill than the aforesaid Sum of Four thousand five hundred and Twenty eight madras Pagodas Eighteen fanams and forty Cash as appeared by the Complainants own shewing on the Twenty sixth day of December One thousand seven hundred and Eighty six, and long previous thereto, that it was not until after such full and entire knowledge and every full enquiry and also as appeared by the Complainants own shewing, not until after he had conferred with Veerapermaul Pillah of madras Dubash, an intimate Acquaintance of the said Condraigula Juggernat Row and at whose Recommendation the Complainant pretended that he at the first instance took the said Bill, that he the said Complainant did send back for the said Bill from Masulipatnam, and which it appeared by his said Bill that he was induced to do from the Representation of the said Veerapermal Pillah of the Circumstances of the said Condraigula Juggernat Row not being as disparate as your Petitioners said Testator had stated them, and the

said

said Verapermaul Pillay promising his exertions to Recover the balance at madras, and in the faith thereof and under such impressions and assurances as he received at the time from the said Verapermal Pillah he said he considered himself as secure of receiving at madras the amount due on the said Bill and therefore wrote in strong terms thanking your Petitioners said Testator for the trouble he had hitherto taken, and requested it to be returned in order to be delivered to Veerapermal Pillah for the purpose aforesaid - That the Complainant had not setforth that the said desire to return the said Bill was by letter from him to your Petitioners said Testator under the date of the Twelfth day of October One thousand seven hundred and Eighty six an Extract whereof your Petitioners said Testator did say was in the following words to wit I am ashamed at the trouble you have had with any Bill on Juggapah and finding that by your Obliging letter of the 4th. the distant prospect of its being paid I have got permal / meaning the aforenamed Verapermaul Pillay / to take the matter off my hands, as it was utterly at his desire I advanced my money I have therefore to request you will be pleased to return the Bill to me by return of Tappy, as I am to deliver up to Verapermaul who indemnifies me and settles the balance" by that letter which your Petitioners said Testator did say shewed was written in possession and full knowledge of the Circumstances relating to the said Juggapahs aforesaid payment to him on account of his Covenants as aforementioned and that the same had been paid accordingly it was evident that your Petitioners said Testator had done his best, and that his Exertions for the benefit of the Complainant were so satisfactory to him, that he expressed himself in suitable terms of Approbation thereof which he then presumed to have been injured in and it could not be imagined that your Petitioners said Testator and Vera Permal Pillah were the only Persons from whom the Complainant had received information and had

had referred to in the matter in question — Verapermaul Pillah appeared to have been clearly informed of every Step that was advanced, whether by your Petitioners said Testator to demand, or by the acceptante to promise and must also have had as early a knowledge as could be given of the payment made by Iuggapah on the Twenty eighth day of August One thousand Seven hundred and eighty six from the Complainant, as your Petitioners said Testator had given the Complainant so early a Notice of the same having been made, as the Twenty ninth of the same month by letter of that date and there could be no doubt but that the said Veerapermaul would have been acquainted with every matter of the payment to your Petitioners said Testator on his own account if the same had been meant to have been urged, as a Cause by the said Condraigula Iuggernat Row for his not having Credit for a larger Sum - or in all probability he was Acquainted therewith and of the Acquiescence of the said Condraigula — Iuggernat

Iuggernat Row and your Petitioners said Testator did say that he had heard and had reason to believe that the Bill in question was not the property of the Complainant at any time or that it then was, but that the same was drawn — payable to the said Complainant as a means only of the said Verapermal Pillah receiving from the said Condraigula Iuggernat Row the amount thereof on an Account that induced him to relinquish the Offices of the Complainant when he found that they were not Effectual to that — purpose that it appeared by the afore recited Extract from the Complainant written undoubtedly in terms to conceal the reality of the Transactions that the Bill was to be delivered to Veerapermal Pillah who was to indemnify the Complainant and settle the balance - or as your Petitioners said Testator did really believe the true sense of the said words to be - that he was to return the Bill to Veerapermaul Pillah who was — thereafter to manage his Interest therein himself-

but

but which ever way the Construction was made your Petitioners said Testator did say that by the return of the Bill he was clearly no further responsible for the full payment thereof which was an event that became Depndant on Veerapermaul Pillay as the holder the drawer and the acceptant and the settlement of his demand upon the said Condraigula Juggernat Row fully allowed of, and was not in any manner disputed, until according to every appearance, a Combination was agreed upon between the said Complainant the said Veerapermaul and the said Condraigula Juggernat Row to throw the whole Responsibility of the said Bill of Exchange upon him your Petitioners said Testator under pretence that the payment of the Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash was not realy made by the consent of the said Condraigula Juggernat Row on account of your Petitioners said Testators demand, due long before the Transmitting of the said Bill of Exchange, and under pretence also that by the disallowance of that payment the said Condraigula Juggernat Row owed no more than the Sum of Two thousand Pagodas of the full amount of the said Bill, and of the same having been tendered on the fifteenth of September One thousand Seven hundred and Eighty six, or some other time in that month doubtless with the design to shew that the said pretended tender had been made previous to the return of the Bill of Exchange on the Nineteenth day of October following - And your Petitioners said Testator did pray to observe that such pretended tender of the fifteenth September could not have been made without the said pretended disallowance of the payment to your Petitioners said Testator on the previous Twenty eighth of August, and a disagreement must be naturally taken for granted to have existed between your Petitioners said Testator, and the said Condraigula Juggernat Row thereon from those different periods, if the same had

had really bun the case which the said Condraig
Juggernat Row would of course of have informed
his Vakeel of who drew the Bill, and that from
him or from Condraigula Juggernat Row or the
said Veera permaul Pillah the said Complainant
could not have failed being informed also of the
pretended charges that were then alledged against
your Petitioners said Testator as a ground to mak
him answerable for the same and therefrom it
was fair to presume that the Complainant would
have called upon your Petitioners said Testator
to have explained himself respecting the said differ
between him and the said Condraigula Juggernat
Row in order that he might arrange himself a
Accordingly either in respect to his own Interest if
any he Originally had in the said Bill or in
respect to that which he held in his own name
only for Interest of the said Veerapermaul Pillay,
and more especially as your Petitioners said
Testator did not fail to write to the Complainan
at different times respecting the delay of paymen
of

of the said Condraigula Juggernat Row and a
particularly of the second of September by letter
wherein your Petitioners said Testator informed
the Complainant that he had not received any
more money on account of the Bill for Ten a
thousand madras Pagodas, and on the fifteenth
day of the said month when your Petitioners said
Testator wrote to the Complainant in the following
words I cannot get any more money from Jugga=
=pah hes is prest on all sides, and is making use
of every shift to put off this as well as all other a
demands that he posibly could you must therefore
let me know what steps I am to take - and on the
Twelfth day of October following your Petitioners
said Testator did also write to the Complainant as
followeth to wit "I have not received any more money
on account of the large Bill" by which and other
Communications of the same nature from your
Petitioners said Testator the Complainant had
the fullest opportunity to make enquiries respecting
the Sum that had been really paid on account of
the

the said Bill, and into the Causes if any had at that time existence, of a larger or the whole amount thereof not being paid – There was not any Concealment on the part of your Petitioners said Testator nor did the nature of his Transaction with the said Condraigula Juggernat Row require any Concealment The Complainant was acquainted with the whole of the Transaction and in such knowledge and in full conviction of your Petitioners said Testator having done all that he was in reason bound for the interest of the Complainant, he did at the time that he wrote to your Petitioners said Testator to return the said Bill of Exchange to wit Six Weeks after the first payment on Account thereof thank your Petitioners said Testator in strong terms for the trouble he had taken on account of the said Bill which Circumstances the Complainant acknowledged in his Bill of Complaint and attempted to turn the same to an advantageous use by shewing thereupon that he made the said Acknowledgments under

under a wrong impressions, and without any information of your Petitioners said Testator having received money on his own account from Condraigula Juggernat Row, since the receipt of the said Bill of Exchange from the Complainant whereas the Complainant was well informed thereof for the Complainant in a letter to your Petitioners said Testator under date the Twenty first day of September One thousand seven hundred and Eighty six writes as followeth to wit "My Writer omitted to send you Juggapah Vakeel Answer to the Letter I wrote in consequence of your letter to me of the Sixteenth Instant I fear all is not right with Juggapah, when he and his man are using such evasive expedients to deceive me" and the Complainant on the Twenty sixth of the said month again expressed himself in the following words "I am really vexed at the trouble I have given you about the large Bill" and on the Eighteenth day of October following he wrote as followeth, referring to his letter of the Twelfth

Twelfth of the same month wherein he desired that the Bill might be returned to wit "my Respects of the 12th will ease you of any further trouble with Juggapah, I am sorry for what you have already had" and on the Twenty fourth day of the said month of October the Complainant wrote as followeth to wit, I am favored with your letters of the 17th & 19th Instant the last brings me the Bill on Juggapah for madras Pagodas 10,000 which I hope soon to see an end of and am Obliged to your trouble in the Busines - and your Petitioners said Testator did pray to observe that there was an intrival of twelve days between that letter and the Complainants former of the Twelfth of October whereby he informed your Petitioners said Testator that he had got Permaul to take the Bill of his hands who was to indemnify him and settle the balance and the acknowledgment of the return of the Bill was accompanied also with assurances of soon seeing an end of the matter and your Petitioners said Testator did pray to observe that the Complainant appeared from the aforegoing to have sent for the said Bill in consequence of an adjustment taking place between him and Veerapermaul Pillah grounded upon a knowledge of the circumstances between your Petitioners said Testator and the said Condraigula Juggernat Row, and also upon the knowledge that Veerapermaul had of his abitaty of paying the balance - That it appeared also by the Complainants own shewing in his Bill of Complaint, that the said Veerapermaul did actually take the said matter off the Complainants hands that the Complainants did deliver up the Bill to the said Veerapermaul Pillay, and that the said Veerapermaul Pilla did indemnify the Complainant and did agree to pay him the balance to wit the Sum of Five thousand four hundred and Twenty one Pagodas twenty seven fanams and forty Cash well knowing that the same was the real balance due on the said Bill and which it could not be presumed he

he would have undertaken to pay without having made his previous arrangements with the said Condraigula Juggernat Row if the same had been a real Transaction and if otherwise the nature of the fact, nor the legal operation of the Law thereon had not become in any respect altered that the said Bill setsforth that when Verapermaul Pillah applied for the supposed balance due upon the said Bill that the said Condraigula Juggernat Row stated his payment on account thereof at the time and in the manner as was before in the said Bill declared and that the Complainants remedy lay against your Petitioners said Testator, and that thereupon the said Vera Permaul Pillay returned the Bill to the Complainant and your Petitioners said Testator did say that it might be presumed that the Bill was returned or delivered to Veraperumaul Pillay on or soon after the Twenty fourth day of October but that the Complainant had not setforth when the said Veraperumaul Pillay applied for the

payment

payment of the balance, or the aforesaid Sum of Five thousand four hundred and Twenty one Pagodas twenty seven fanams and forty Cash which your Petitioners said Testator did say it certainly was requisite for the Complainant to have shewn, in order to Testify the reality of his surprize at this first communication of a larger Sum having been paid than was Credited on account of the said Bill for your Petitioners said Testator did pray to observe that the Circumstance of the payment of the Sum of Three thousand four hundred and seventy one Pagodas Twenty seven fanams and forty Cash to him your Petitioners said Testator on his own Account by Condraigula Juggernat Row being shewn in the said Bill to be disallowed by the said Condraigula Juggernat Row and that this disallowance should have been only Communicated to the Complainant after the said Veraperumaul Pillah and the said Condraigula Juggernat Row had had private

Correspondence

Correspondences together respecting the said matter
in question appeared some what extraordinary
and furnished ample suspicion that there was a
connexion between those two persons that made
the disallowance of the said payment a necessary
Instrument in the contrivance of making your
Petitioners said Testator responsible, not only for
that Sum as a payment in part of the said
Bill but also to make him responsible for that
part also which was not paid - but your
Petitioners said Testator did say that they length
of time which by the Complainants own shewing
had elapsed from the said payment to your
Petitioners said Testator being made, demonstrated
a consent to such payment by the said Condraigula
Juggernat Tow, if he had not communicated the
same to the Complainant, and if he had
Communicated it to the Complainant it equally
Demonstrated a Concurrence thereto, in both
the said Complainant and the said Condraigula
Juggernat Tow That the Complainant in his
Bill

Bill also stated, that upon the aforesaid
discoveries made by Verapermaul Pillay that
the said Verapermaul Pillay returned the
said Bill to him and declined all further
interference - by which change the said Bill
was again Exhibited in the posession of the
Complainant and it was charged by him there-
=from, that he had a right of action and had
been injured by the actings and doings of
your Petitioners said Testators

And your Petitioners said Testator did
say that the Complainant was also equally deficient
and uncertain in his narration of this last
part of the private Transactions between the said
Verapermaul Pillay and him by not setting
forth when he received the said Bill back from
the said Verapermaul Pillah but that it must
be granted that the Correspondence between Condraigula
Juggernat Tow and Verapermaul Pillah could not
have taken up any long time after the Twenty
fourth of October at or about which time he received the

said

said Bill from the Complainant That the Complainant had certainly attempted to connect his pretended narrative of the said matters in point of Circumstance and time, so as to shew that there was not any interval in what he suspected any injustice from the management of your Petitioners said Testator in the matter in question much lefs that he had any shadow of knowledge of your Petitioners said Testator having made an appropriation of money that was paid on his account and that he became suddenly informed of the actings and doings of your Petitioners said Testator by which he did say he was injured, and as immediately sought remedy and redrefs but your Petitioners said Testator did say that the Complainant and the said Verapermaul Pillah were informed of every Transaction between him and the said Condraigula Juggernat Row, and that the Complainant himself did shew that he had not any diatisfaction threat until the interference of the said Veera: permaul Pillah which was not by the shewing of the said Bill until after the said Bill was returned by your Petitioners said Testator to the Complainant and your Petitioners said Testator did say that he verily believed that the said Condraigula Juggernat Row never did intend seriously to retract the payment he made to your Petitioners said Testator in discharge of his said annual payment until after the said Bill was returned at which the said Condraigula Juggernat Row did shew great resentment, as imagining that it was a prejudice done to his Credit that your Petitioners said Testator might have prevented, and did at the instigation of sundry ill disposed persons frame a Complaint against your Petitioners said Testator at Masulipatnam for the matters in question partly grounded on the pretext of your Petitioners said Testator having prejudiced his Credit but never thought of paying the balance due on the Bill, or at least not of taking any steps towards it and your Petitioners said Testator did

did say that he did not remember nor beleive that any intercourse pafsed between him and the Complainant from the aforesaid Twenty fourth day of October One thousand seven hundred and Eighty six until the Twenty ninth day of march One thousand seven hundred and Eighty nine on which day the Complainant wrote him in the following words "after a considerable delay on the part of Juggapah in paying the balance he owes for his acceptance of madras Pagodas 10,000 he now positively denies owing more than Pags 2000 and says he paid you the whole Except on any account and that he offered repeatedly to pay you the balance of M. Pags 2000 I have thought it proper to inform you of this before I proceed to file a Bill against him" By which Extract your Petitioners said Testator did say it appeared that it was not until after a considerable delay on the part of Juggapah in paying the balance he owed for his acceptance of Ten thousand madras Pagodas, that he pretended he then owed no more

more than Two thousand Pagodas, and that he then also pretended that he had tendered the two thousand Pagodas as the balance and of which the Complainant informed your Petitioners said Testator only because he thought it proper to do, before he filed a Bill against him that it appeared also by that letter that the Complainant was in pofsefsion of the said Bill at the time, and of course it must have ben written a Considerable time after the same had been returned to him by the said Verapermaul with the information setforth in the said Bill the Complaint therefore that the Complainant made of his first knowing he was injured was from Verapermaul Pillahs information must have been false and ill grounded because he stated the same pretended Circumstance himself a considerable time afterwards to your Petitioners said Testator without pretending that he was injured by him, but by the said Condraigula Juggernat Row That the Complainant never did

did pretend that your Petitioners said Testator was responsible to him for the Sum of Three thousand four hundred and twenty one Pagodas Twenty seven fanams and forty Cash until the first day of July One thousand seven hundred and Eighty Eight which he charged in part of Eight thousand madras Pagodas which Juggapah declared he paid to your Petitioners said Testator expressly on account of the Bill for Ten thousand madras Pagodas which the Complainant said he sent to your Petitioners said Testator to receive payment of for him, and to which amount the Complainant said your Petitioners said Testator had only passed Four thousand five hundred and Twenty eight Pagodas Eighteen fanams and forty Cash and endorsed that Sum on the back of the Bill as required and your Petitioners said Testator did pray to observe that the demand of the Complainant was founded upon the Declaration of Juggapah, upon a Circumstance that the Complainant had been long before informed

of

of and respecting, which he had undoubtedly used his endeavours to procure every satisfaction and your Petitioners said Testator did say that he verily believed that the Complainant was induced thereto from Covetous and unjust views, because the Complainant at that time, as your Petitioners said Testators Attorney had Bonds from the Honble Company, to the amount of Seven thousand Two hundred and Two Pagodas Twenty fanams and forty Cash the property of your Petitioners said Testator which he actually refused to deliver up after the said illegal demand of the first July aforesaid in hopes no doubt to derive your Petitioners said Testator to the necessity of paying to him the said Sum of Three thousand four hundred and Twenty one Pagodas Twenty seven fanams and forty Cash as a condition of receiving his said Bonds from him the Complainant and thereafter to come upon the said Condraigula Juggernat Row for the Repayment thereof That the Complainant well knowing that the said Condraigula Juggernat

Row

now had become a Bankrupt since his accepting and your Petitioners said Testators returning the said Bill to the Complainant and that he was in the said month of July One thousand seven hundred and Eighty Eight at madras to answer charges of a very heavy & grievous nature in respect to his arrears of the Farms he Rented from the Honble Company in the masulipatnam district, and an account whereof he had been removed from the said Farms and your Petitioners said Testator did say that the Complainant did actually demand payment of the whole of the said Balance to wit the sum of Five thousand four hundred and Twenty one Pagodas twenty seven fanams and forty Cash on or about the Twenty ninth day of May One thousand Seven hundred and Eighty Eight from the said Condraigula Suggernat Row and did receive thereto by means of an Attorney at Law on the same day an answer pretending as the Complainant had shewn in his letter of the Twenty ninth day of March One thousand Seven hundred and Eighty seven before referred to and your Petitioners said Testator did pray to claim the attention of the said Mayors Court to the aforegoing statement of facts, as his answer to the Complainants Bill of Complaint involving a period of near two years from the sending of the said Bill to your Petitioners said Testator at Masulipatnam in the month of July One thousand seven hundred and Eighty six to the unjust demand made on your Petitioners said Testator on the first of July One thousand seven hundred and Eighty Eight of the Sum of Three thousand four hundred and Twenty one Pagodas Twenty seven fanams and forty Cash paid by the said Condraigula Suggernat Row to your Petitioners said Testator on his own account for a Debt Justly due and owing by him to your Petitioners said Testator for the account aforesaid, but which he the Complainant unjustly pretended after so long a lapse to have been received on his account And your Petitioners said Testator did humbly presume therefrom that the said Mayors Court would regard the present

Action

action unmercantile illegal and inequitable
and that they would in their Justice discern that the
allegations and charges of Injury pretended to
be sustained by the Complainant thro him your
Petitioners said Testator as mere fabrications not
founded on any reality, and indeed not possibly
upon any hope of succes but by unjust and unfair
means - the whole of the said proceeding being
widently framed by a Confederacy between the
said Complainant and the said Condraigula
Juggernat Row and other ill disposed Persons
combined therein not to recover a Just demand,
but to defraud your Petitioners said Testator of
the Sum, the Complainant with such aids
pretends to be due to him and your Petitioners
said Testator in order in the clearest manner to Shew
that he was Justified in that ground of Defence
to the said Complainants action did pray to
Recur to the Circumstance on which the same
was made to be founded to wit the payment
of Eight thousand madras Pagodas on the
Twenty

Twenty eighth day of August One thousand
seven hundred and Eighty six, the whole of
which the Complainant charged to have been
paid by the said Condraigula Juggernat Row
on account of the said Bill upon the authority
of the said Condraigula Juggernat Row, on the
Twenty ninth day of May One thousand seven
hundred and Eighty Eight one year and nine
months after the aforesaid event, and that your
Petitioners said Testator had informed the Complai-
=nant that he had only received the Sum of Four
thousand five hundred and Twenty eight Pagodas,
Eighteen fanams and forty Cash and the Com=
=plainant did also ground another part of his
Claim on the pretended tender made by the
said Condraigula Juggernat Row of Two thousand
madras Pagodas in full payment of the said
Bill on the fifteenth day of September One
thousand seven hundred and Eighty six altho
he acknowledged that that money had not been
paid by Condraigula Juggernat Row at that time
or since - which took in a space of one year
and

and Ten Months to the time of his making his demand on your Petitioners said Testator on the first day of July One thousand seven hundred and Eighty Eight, after the payment not of the Sum of Two thousand madras Pagodas but of only the Sum of Three thousand four hundred and twenty one Pagodas twenty seven fanams and forty Cash which he pretended had been paid on his account by the said Condraigula Suggernat and on the account of your Petitioners said Testator which your Petitioners said Testator did submit must naturally create very unfavorable suspicions of the conduct of the Complainant who gave the information of the Circumstance himself to your Petitioners said Testator on the Twenty ninth of may One thousand seven hundred and Eighty Eight accompanied with his resolution to bring an action against the said Condraigula Suggernat Now for both those Sums to wit the Sum of Five thousand four hundred and Twenty one Pagodas

Pagodas Twenty seven fanams and forty Cash as the real balance due by him on the said Bill and your Petitioners said Testator did pray to Recur to the date of the fifteenth of September One thousand seven hundred and Eighty six, and to the pretended Transaction thereon, and to refer the said Mayors Court to the Correspondence between your Petitioners said Testator and the Complaint=ant from the Twenty ninth day of August One thousand seven hundred and Eighty six to the aforesaid date, and from thence to that of the Twelfth of October in the same year, on which the Complainant desired the Bill might be returned to him giving information at the same time that he had terminated his interest in it by the means of Veraperumaul Pilla—

That on the Twenty fourth of the same month of October the Complainant acknow=ledged to have received the Bill back from your Petitioners said Testator repeating his Obligations for his trouble in the business and expressed

expressed at the same time his hopes soon to see an end of it That by the Complainants own shewing the Bill was accordingly taken off his hands by the said Verapermaul Pilla under no other belief as was pretended, than that the full Sum of Five thousand four hundred and Twenty one Pagodas Twenty seven fanams and forty Cash was then due upon it That it did not appear by the Complainants Bill that any thing passed in relation to the Bill of Exchange between the Complainant and your Petitioners said Testator until the Thirty first day of December One thousand seven hundred and Eighty six, under which date the Complainant Credited your Petitioners said Testator for Commission in his account Current, not having then conceived as he pretended that any greater or other Sum had been paid or tendered to be paid or account of the said Bill of Ten thousand Madras Pagodas —

And your Petitioners said Testator did

did pray to observe that between the allowance of Commission, on the Sum received, and the receiving back of the Bill on the Twenty fourth of October One thousand seven hundred and Eighty six (upwards of two months) there was no account given by the Complainant what had become of the Bill and it was therefore fair to presume that it was in the hands of Verapermaul Pillah, and upon the fair presumption also, that it had reverted to him as the real and original proprietor - in evidence of which your Petitioners said Testator did pray to shew that he never did charge the Complainant with commission for any matters that he Transacted for him on his own private account as appeared by the following Extract of a letter written by your Petitioners said Testator to the Complainant dated the Sixteenth day of November One thousand seven hundred and Eighty five to wit " with respect to the Commission on the Benjamin, if your own you must not had five Cent, but if it belongs to any other Person you may, if you please in these

these kind of matters, as I am in no way of the Commission business I do not charge it to my particulars friends" — your Petitioners said Testator did therefore say that the charging of Commission on this Sum, was evidence that the same and the Bill on account of which it was paid, were not his property, or that the allowance of Commission was a mere Contrivance, to give the same the appearance of being so, to favor and give a Color to his unjustifiable action — that the Complainant would wish to make it appear so thereby, but he had not shewn when he received back the said Bill from the said Verapermaul Pillah yet he pretended in his Bill of Complaint that he received the information from that Person first of more money having been paid on account of the Bill than what had been Credited, and that the whole amount thereof had been tendered and your Petitioners said Testator did pray to Observe that it evidently appeared that the said Verapermaul Pillay at Least according to the Complainants shewing must have been in posession of this Bill upwards of two months as on the thirty first of December One thousand seven hundred and Eighty six, he did not pretend that he knew any matter of this pretended payment, and tender and of course that he did not know of it until some time afterwards which your Petitioners said Testator did say must be allowed to be an extraordinary time to give the pretended information which if it had been founded on fact would certainly have made its way to the Complainant long before, but that it did not appear at all when it reached him, so as to give any alarm to his Interest and therefore there was every Just Reason to believe that that time was employed by the said Verapermaul Pillah, the said Condraigula Juggernat Row and his Vakeel in contriving means to Oblige your Petitioners said Testator to allow of the Sum of Three thousand Four hundred and Seventy one Pagodas twenty seven fanams and forty Cash as so much paid on account of the Bill and not on his your Petitioners private account in order thereby to furnish

furnish and accommodate the said Condraigula Juggernat Row, in discharging the said Bill, and an advantage to the said Veerapermaul Pillah who had become the holder thereof and to reduce your Petitioners said Testator to the situation of a Creditor for a Debt that had in fact been already bonafide paid and discharged - That after so long an absence of Interest in the Complainant he again appeared on the Twenty ninth of March One thousand seven hundred and Eighty seven, and not before upwards of five months after the Bill may be presumed from the day of the same being returned to the posession of the Complainant to wit on the Twenty fourth of October One thousand seven hundred and Eighty six to have been returned or delivered to Veerapermaul Pillay on which Twenty ninth of March he informed your Petitioners said Testators that after a considerable delay on the part of Juggapah in paying the balance he owed for his acceptance of Ten thousand madras Pagodas he positively denied owing more than Two thousand Pagodas &c. and mentions his intentions

intentions of Commencing an action against him - That the Complainant did not from the said Twenty ninth of March One thousand seven hundred and Eighty seven as your Petitioners said Testator remembered or believed in any respect Corresponded with him your Petitioners said Testator in respect of the said Bill until on or about the thirtieth of May One thousand seven hundred and Eighty Eight a few months after which former date your Petitioners said Testator had shewn that the said Condraigula Juggernat Row came to Madras a Bankrupt in public and private Credit which interval furnished ample opportunity either of information of the true state of the Transactions between your Petitioners said Testator and him, or for his confederates to contrive means to sacrifice your Petitioners said Testators Character and property to that Interest which they found could not be derived from the Decayed fortunes of Condraigula Juggernat Row, that on the said thirtieth day of May One thousand seven hundred and Eighty Eight the Complainant wrote

wrote your Petitioners said Testator a letter enclosing the Copy of one from Mr. Charles Baker attorney at Law dated the Twenty Ninth day of the said month - Copies whereof your Petitioners said Testator did pray to annex to his said Answer, and that the same might be admitted as part thereof That it appeared by the said Attorneys letter that the Complainant had delayed making the said demand on the said Condraigula Juggernat Row which he threatened to make by his letter of the Twenty ninth of March One thousand seven hundred and Eighty seven until on or about the Twenty ninth of May One thousand seven hundred and Eighty Eight and that a further interval of one year and two months was allowed to pass without any mention whatever being made of the matter to your Petitioners said Testator or any steps (at least that the Complainant had thought proper to disclose) against the said Condraigula Juggernat Row - That it was evident that the letter which the Complainant appeared to have written to the said Condraigula Juggernat Row

Now on or about the Twenty ninth day of May One thousand Seven hundred and Eighty Eight, was a contrivance between him and the said Condraigula Juggernat, and other confederates, after an Artificial arrangement of their Instruments of Combination against your Petitioners said Testator for the purpose of fixing his property in the hands of the Complainant, and to appropriate the same by such unjust means to payment of his said unjust demand and your Petitioners said Testator did say that he resented and suspected the feigned Sentiments in which the Complainant expressed himself to be placed "in a very disagreeable situation" by the aforesaid attornies letter to him, and therefore wrote to the said Complainant, and to Mr. Thomas Chase of Fort St. George at that time in partnership with the Complainant a letter under date the fifth day of June One thousand seven hundred and Eighty Eight peremptorily demand his said property in their hands Copy whereof was annexed to his said answer —

And

And your Petitioners said Testator did say that he did not recover the said Company's Bonds from the Complainant before he had brought an action against the Complainant to Compel him to deliver the same — That the Complainant having been Obliged to depend upon the Sale means of litigation to recover the said money he so pretended to be due to him did Relinquish his demand upon the said Condraigula Juggernat Row, and relying upon his Evidence, did commence the present unjust action against your Petitioners said Testator That the said Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash, was on the said Twenty eighth day of August One thousand seven hundred and Eighty six paid by the said Condraigula Juggernat Row freely and Voluntarily on account of his aforesaid Covenants under date the Tenth day of April One thousand seven hundred and eighty three Copy whereof your Petitioners said Testator did pray to annex to his said Answer and lastly in answer to the several Interiogatories exhibited by the said Complainant your Petitioners said Testator did say he denied that the said Condraigula Juggernat Row did on the Twenty eighth day of August One thousand seven hundred and Eighty six, or at any other time pay unto your Petitioners said Testator the Sum of Eight thousand madras Pagodas in part payment of the said Bill, and of course did deny that he did at the same time say, that he so paid the said Sum of Eight thousand madras Pagodas for account of the said Bill and therefore your Petitioners said Testator did in his conscience know that the Sum of Eight thousand Pagodas were not paid by the said Condraigula Juggernat Row or his Gomastah or Cash keeper expresly in part payment of the said Bill of Ten thousand madras Pagodas and your Petitioners said Testator did deny that the said Condraigula Juggernat Row did in person or by his Gomastah or Cash keeper afterwards on the fifteenth day of or any day in month of September under unto

Your

your Petitioners said Testator the payment of the Sum of Two thousand madras Pagodas as a balance due by him on account of the said Bill for Ten thousand madras Pagodas, and of course your Petitioners said Testator did say that he did not nor could not refuse to receive the said Sum of Two thousand madras Pagodas under the pretence by the Complainant alledged, but your Petitioners did say that there then was and remained without that the said Bill had been otherwise discharged or cancelled due on account thereof the Sum of Five thousand four hundred and Seventy one Pagodas Twenty seven fanams, and forty Cash and that he ought not to be Decreed to pay unto the Complainant the Sum of Seven thousand Three hundred and Eighty four Pagodas Eight fanams and Sixty Cash or any other Sum or Sums of money whatsoever and doubted not, but that he had clearly made the litigiousness Vexation and in equity of the suit fully appears by such his answer and that the said Mayors Court in consideration thereof would be pleased to tax the Complainant with Exemplary Costs —

And your Petitioner humbly Sheweth unto this Honble Court that to his said Testators answer the Complainant did Exhibit and file his Replication and therein and thereby did say that your Petitioners said Testator was Justly and truly indebted unto him in the said Sum of Seven thousand Three hundred and four Pagodas eight fanams and Sixty Cash and Interest thereon since the date of the said account as charged by him in his said Bill of Complaint and the account current thereunto annexed, that he had properly filed his Bill and that he had not any Claim whatever on the said Chincalapoody Sittaramiah as the Drawer or on the said Condraigula Juggernat Now as the acceptor of the said Bill of Exchange nor had in any wise confederated with them or either of them, and did insist that your Petitioners said Testator did act as his the Complainants attorney or agent in the premises and receive his

his Commission as Agent therein and the Complainant did say that in order to prove the same to the full satisfaction of the said Mayors Court he had annexed to his said Replication a Copy of his account current with the Defendant wherein Commission was credited, and that as the said account had been duly acknowledge by your Petitioners said Testator the Complainant did trust that the said Mayors Court would consider it as full proof of your Petitioners said Testator having acted as his the Complainants agent in the premises and Responsible as such to him and the Complainant in and by his said Replication did admit to be true and in fact had so charged in his Bill of Complaint that your Petitioners said Testator had or pretended to have a Claim on the said Condraigula Juggernat Row for the said Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash and that it might be true that such

such Claim by the Senor thereof might have been due from the said Condraigula Juggernat Row from the said month of April in the said year of Our Lord one thousand seven hundred and Eighty six until the said Twenty eighth day of August then following, and that your Petitioners said Testators did not receive the said Bill of Exchange from him the Complainant until some time after the said Condraigula Juggernat Row had been so indebted to him, but humbly insisted that having so received the said Bill of Exchange and the same having been sent for acceptance by your Petitioners said Testator and duly accepted by the said Condraigula Juggernat Row while under the care and management of your Petitioners said Testator as Agent for him the Complainant he should not, nor had he any right to apply towards the discharge of his own Claim any part of the said Sum of Seven thousand six hundred Madras Pagodas so paid by the said Condraigula Juggernat Row in part of the said Bill of Exchange

Exchange did say that it evidently appeared by your Petitioners said Testators own shewing in his answer that he did apply his the Complainants money to extinguish his Claim on the said Condraigula Juggernat Row and the Complainant did pray leave to observe that your Petitioners said Testators own demand had lain dormant from the Tenth of April to the Twenty Eighth day of August being the day the said Bill allowing thirty days sight and three days grace according to custom became due ~~does~~ that having so suffered the said Claim to remain undischarged for four months and Eighteen days he could not pretend that a Sum paid by the acceptor of the Bill of Exchange on the same day it became due ought to have been diverted to any other purpose whatever than towards the discharge of the Bill of Exchange in question, and as to the said Condraigula Juggernat Row giving him an assurance that the payment of the Bill should be no impediment for that he would punctually pay them both, the very conference as so stated by your Petitioners said Testator proved as the Complainant did say that it was at that time in Contemplation of them both that the Bill of Exchange should have the preference in point of payment and that the said Condraigula Juggernat Row had not only declared that he paid the said Sum of Eight thousand madras Pagodas in part payment of the said Bill of Exchange, and that at a short period afterwards he offered to pay Two thousand Pagodas as the balance of the said Bill of Exchange if your Petitioners said Testator would deliver up the same to the said Condraigula Juggernat Row but that he positively told your Petitioners said Testator that notwithstanding his undertaking in writing about the said Charmall Zemindary he could not pay him any further Instalment Consistent with the duty he owed to the Government of Fort St. George in obedience to whose orders the Complainant did say your Petitioners said Testator must have known

known he had been obliged to refund the annual payment made by the said Condraigula Juggernat Row for the preceding year One thousand seven hundred and Eighty five, that exclusive of the improper application of the said Sum to his your Petitioners said Testators own use, presuming even that he had a legal Claim for the like Sum on the said Condraigula Juggernat Row the Complainant did say would prove that your Petitioners said Testator was wrafting to his own use a Sum from the said Condraigula Juggernat Row which under the very pretence of your Petitioners said Testators he ought to have required him to pay into the Treasury of the said United Company and the Complainant did say that the said Condraigula Juggernat Row did in the month of September then following tender unto your Petitioners said Testator the Sum of Two thousand madras Pagodas as the balance of principal due by him on the said accepted Bill for Ten thousand madras Pagodas

Pagodas but that he refused to receive the same in full of such Principal money asserting that the said Condraigula Juggernat Row owed thereon the said further Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash - That he was not informed of your Petitioners said Testator having applied the said Sum of Three thousand four hundred and seventy one Pagodas Twenty seven fanams and forty Cash till after the return of the Bill of Exchange to madras and he did say that your Petitioners said Testator did purposely keep from him the Complainant all knowledge or communication thereof, conscious that his acting as aforesaid had been unjustifiable and illegal and the Complainant did admit that he sent back for the said Bill from your Petitioners said Testator but that it was done the Complainant did say under the false impressions conveyed by your Petitioners said Testator in his letters to the Complainant and that under the influence

of

of those impressions he Remonstrated with the said Verapermaul for having Recommended to him to take the Bill in question, and Claimed from him an indemnity or to settle the balance, but when he the Complainant was afterwards informed by the said Verapermaul as also by Condraigula Juggernat Row and his Cash keeper Authenna Puntalo that your Petitioners said Testator had been paid Eight thousand madras Pagodas on account of the said Bill and had been tendered by by Condraigula Juggernat Row the further Sum of Two thousand madras Pagodas in full of the Principal of the said Bill the Complainant did say that he did not consider himself Justified in pressing the said Verapermaul any further on the business but had immediate recourse on your Petitioners said Testator as being Responsible to the Complainant for the balance of the said Bill of Exchange by reason of his misconduct in the premises and did solemnly deny that when he sent for the said Bill of Exchange on the said Twelfth day of October in the said year of Our Lord One thousand Seven hundred

hundred and Eighty six he was in possession and full knowledge of the Circumstances relating to the said appropriation by your Petitioners said Testator to his own use of the money aforesaid paid by the said Condraigula Juggernat Row on account of the said Bill of Exchange: altho he admitted to have received information from your Petitioners said Testator of his having received Four thousand five hundred and Twenty eight madras Pagodas Eighteen fanams and forty Cash on account thereof and as to the pretence that the Bill of Exchange in question never was his the Complainants property, the contrary he did say appeared his affidavit in the cause wherein he did Swear to your Petitioners said Testator being Justly and truly indebted unto him in the Sum sued for and the Complainant did disavow all combination and denied having had any knowledge of the pretended discussion between your Petitioners said Testator and the said Condraigula Juggernat Row on the subject of the conversation of his the Complainants money to the Extinguishments of

of your Petitioners said Testators Claim on the said Condraigula Juggernat Nowr was it natural he did say that he should have known thereof at that time for that it was from such informations when in full posession thereof that he considered himself as having a right to recover from your Petitioners said Testator the full amount of the Bill of Exchange, and therefore if he had been in posession of those particulars at an Earlier day he would not have delayed to require payment from your Petitioners said Testator, or to have sued him for recovery thereof That he admitted to have thanked your Petitioners said Testator for the trouble he considered him to have taken on account of the said Bill; but he did so under the impresions of his having acted the part of a Sedulous Agent, and with a friendly zeal for the Interest of the Complainant that the Exhibits in this Cause would prove that tho' he the Comptainant did deliver up the said Original Bill of Exchange to the said Vedrapermaul Pillay under the impresions thereon stated yet that the same was returned to him when the conduct of your Petitioners said Testator was explained, and that as to any private Correspondence or Communication betwein the said Condraigula Juggernat Row and Veerapermaul Pillay respecting the said Bill of Exchange the Complainant did say that his Interest in the premises could not be effected thereby as long as he was no party therein, nor could the same affect your Petitioners said Testator by reason of his individual actings as agent towards him the Complainant as his Constituent and the Complainant did say he would prove that the said Condraigula Juggernat Row never did consent to your Petitioners said Testator retaining the said sum of money on account of the Charamahal Zemindary but on the contrary did Petition a Member of Counsil at Masulipatnam to ~~for~~ get redress for injury which he considered your Petitioners said Testator had done to his Credit by the appropriation to his own use of a Sum paid by the Cash-keeper of the said Condraigula Juggernat Row

in

in part payment of his Gomastahs said Bill of Exchange and that his the Complainants letter to your Petitioners said Testator stating the assertion of Condraigula Juggernat Now having paid Eight thousand Pagodas on account of the said Bill of Exchange, and that he thought it right to acquaint him thereof before he sued Condraigula Juggernat Now did not in any wise contradict the Grounds of his the Complainants action on your Petitioner on the contrary the same was by your Petitioners said Testator explained in the subsequent part of his answer wherein he stated that he the Complainant did not consider himself as injured by your Petitioners said Testator or that he your Petitioners said Testator was Responsible to him until the first day of July Which was in the year of Our Lord One thousand seven hundred and Eighty eight because the injury to him the Complainant and the Responsibility of your Petitioners said Testator to redress such injury was not known to him the Complainant, until a little before that period in consequence of a minute Enquiry into and a full explanation

Explanation of the whole Circumstances of the case which explanation the Complainant did say was so strongly expressive of the misconduct of your Petitioners said Testator in the premises that he was at first unwilling to give Credit thereto, insomuch as to ask whether the said Condraigula Juggernat Now and his said Cash keeper Authenna Puntaloo were willing to support the same by their solemn affirmations to which they having freely consented and having sworn to all the leading facts as charged in the Bill of Complaint he acted under the influence of such strong Testimony and demanded from your Petitioners said Testator that redress to which he considered himself legally entitled And the Complainant did say that the said Solemn affirmation was made after he had demanded from Condraigala Juggernat Now the balance he then supposed he owed on account of the said Bill of Exchange and the letter which the said Condraigula Juggernat Now Caused his attorney at Law to write to him the Complainants was the ground on which he called for such affirmation in support of the asertions

assertions contained in that letter.- And in Reply to the charge of the delay of one year and Ten months in coming at that through information of the premises which gave rise to the suit the Complainant did say that the same arose from his not having had the least suspicion that it was possible your Petitioners said Testator could have been so culpable as it appeared by the said affidavits he had been and as to the unmerited insinuation of your Petitioners said Testator that the allowance of Commission to him on the sum supposed at that time to have been received by your Petitioners said Testator on his the Complainants account was so made as a Contrivance to give a Color to his the Complainants said Claim, he did say that such insinuation was not founded nor was it possible it should be so, because at the time your Petitioners said Testator was so Credited he the Complainant had not any idea of having any Claim whatever on your Petitioners said Testator by reason of his conduct as his the Complainants Agent in the premises and the said Complainants did also disavow all or any

any Combination with the said Condraigula Juggernat Row or Verapermaul Pillay with the view as injuriously charged to fix the property of your Petitioners said Testator at that time in his hands to his own use, or to have had any Combination whatever with them That his letter to your Petitioners said Testator did state that he meant to delay subscribing the Bond he had in his possession belonging to your Petitioners said Testator in consequence of the official letter he had received from Charles Baker, until he should have heard from your Petitioners said Testator and that in the meantime he should take the opinion of Council on the case which was to regulate his future conduct that he lost no time in taking such opinion and in consequence thereof he followed the previous Instructions of your Petitioners said Testator and subscribed his said Bond for a Bill on the Court of Directors and Resolved on suing your Petitioners said Testator -

And your Petitioners Sheweth unto the Hon^ble Court that to the Complainants said Replication your Petitioner said Testator did

Exhibit

Exhibit and file his Rejoinder and did therein and thereby amongst other things deny to be indebted to the Complainant, and did aver that the Complainant had verily improperly commenced his said action and that he had Confederated with Chincalapoody Litteramiah and Condraigula Juggernat Row for the purpose of defrauding him your Petitioners said Testator in the premises and did again deny that he was the Complainants Agent at Masulipatnam and did say that the allowance of Commission on the Sum of Four thousand Five hundred and Twenty eight madras Pagodas Eighteen fanams, and forty Cash received by your Petitioner said Testator on account of the said Bill of Exchange was no proof thereof That the said Condraigula Juggernat Row did not pay the said Seven thousand Six hundred madras Pagodas on account of the Claim the Complainant had upon him for his said acceptance in his favor but only in part and the other part thereof he paid in discharge of his your Petitioner said Testators Claim that was of so much longer standing and that as the

the Debt due by the said Condraigula Juggernat Row being a Just debt the longer it remained unpaid (for your Petitioners said Testator did deny that it was a demand that had laid Dormant without demand that payment was constantly demanded) the sooner thereafter that it was paid was the most natural consequence as well as the most reasonable for him to expect that it should be paid, and could be no Cause to vitiate the payment so made to him, because it was made on the Exact day that payment of another debt became due or that the said Condraigula Juggernat Row could from the nature of the Transaction do an injustice to the Complainant because he did an act of Justice to your Petitioners said Testator by the discharge of a prior Contract And your Petitioners said Testator did deny the inference drawn by the Complainant from the assurance made by the said Condraigula Juggernat Row that payment of the Bill should be no impediment to the payment of his Debt to your Petitioners said Testator for that he would punctually

punctually pay them both - or that the said
Circumstances did prove that the Bill of Exchange
should have the preference in point of payment
because the fair implication of the words was
quite the contrary for that if it had been the
intention of the said Condraigula Juggernat Row
first to discharge the said Bill - he would have
be spoke the patience of your Petitioners said
Testator until the said Bill should be discharged,
but his assurance that they should be both paid,
added to the further assurance that he would pay
your Petitioners said Testators demand and also
a part of the said Bill on a particular day did
shew that his intention was to give the demand
of your Petitioners said Testator the preference -
That notwithstanding the Credit the Complainant
then appeared to give to the punctuality of the said
Condraigula Juggernat Row in paying of the said
Bill, the said Condraigula Juggernat Row did
not pay the same when due, and the same
still remained unpaid nor was your Petitioners
said Testator obliged to receive a partial payment

of the said Bill, but he did so, because it was not
the Custom of Merchants in India, particularly
the natives to be so obliged and therefore he received
a part with the view of doing the best for the
Complainant or the Persons interested in the said
Bill in expectation of Recieving the remainder
And your Petitioners said Testator did deny the
tender of Two thousand Pagodas in full payment
of the said Bill on the fifteenth day of September
One thousand seven hundred and Eighty six and
your Petitioners said Testator did say that he denied
that the said Condraigula Juggernat Row did refuse
to pay him the said Sum of Three thousand four
hundred and Seventy one Pagodas Twenty seven
fanams and forty Cash under the pretence set forth
by the Complainant in his Replication - That it
was irregular to make use of assertions drawn from
partial and Voluntary affidavits and particularly
those of the said Authenna Buntaloo the said
Condraigula Juggernat Rows Cash keeper, and
of the said Condraigula Juggernat Row, it
being evident that the said Condraigula

Juggernat

Juggernat Row had an Interest in making the said Oath to matters that were to Exonerate him from paying the balance due upon the said Bill being the Sum of Five thousand four hundred and Seventy one Pagodas, Twenty seven fanams and forty Cash and the affidavit of his Cash keeper was also equally discreditable to the Cause of the Complainant because the intimate connexion between him and his master rendered him Justly suspected of acting according to the order and interest of his master - That the Complainant denies that he was informed of your Petitioners said Testator having received the Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash from the said Condraigula Juggernat Row until after the Bill was returned to madras, but your Petitioners said Testator did say that the said Bill was returned to madras on the Nineteenth of October and on the thirty first day of December following the Complainant sent an account Current to your Petitioners said Testator wherefrom the deficiency was allowed - denied that he purposely kept from the Complainant all knowledge or Communication of the Circumstance and did say that the falsely of the said assertion appeared by the Complainants letters to him and his letters to the Complainant and did verily believe that the said Bill never was the property of the Complainant, and denied that the same appeared by the Complainants affidavit, on the contrary the said affidavit was rather an evidence that it was not his property because the Complainants affidavit was not positive, but went upon the Ground of another affidavit to wit. The affidavit of an interested Person, namely Condraigula Juggernat Row and by way of Rejoinder to what the Complainant had asserted that as to the private Correspondence or Communications between the said Condraigula Juggernat Row and Veeras Permaul Pillah respecting the said Bill of Exchange, his interest in the premises could not be affected thereby as long as he was no party therein - your Petitioners said Testator do say that he had charged that the Complainant was a

a party therein by combining and Confederating in the premises with the said Persons—

And your Petitioner Sheweth unto this Honble Court that her said Sestator in aid of his said Answer to the Complainants said Bill of Complaint did some time on or about the day of in the year of Our Lord One thousand seven hundred and ninety two Exhibit and file in the said mayors Court a Cross Bill against the Complainant and therein amongst other things setforth that he was then Defendant in the said Mayors Court at the suit of the Complainant then late of Fort St. George Merchant Trader and dealer that having great trust and Confidence in the fidility and punctuality of the Complainants then John Menzies of Fort St. George Merchant Trader and Dealer did employ him some time in the year of Our Lord One thousand Seven hundred and Eighty six as a Merchant to transact his business there consisting entirely of the Receipts of money and in payments thereof to a very Considerable amount and that he the Complainant had occasionally requested your Petitioners said Sestator to undertake the management of his business at Masulipatnam and your Petitioner Sheweth unto this Honble Court that her said Sestator did in and by his said Bill of Complaint setforth and charge the several matters and things in his said Answer and Rejoinder contained as hereinabove recited, and did thereon Exhibit Interrogatories and pray that the said Cross Bill might be taken as part of his said answer that he might be farther and otherwise relieved in the premises as the Circumstance and nature of the case might require, and as to the said Mayors Court might seem meet and that the Complainant might be further Decreed to pay all Costs—

And your Petitioner further Sheweth unto this Honble Court that the Complainant by his Attorney in Court did appear to the said Cross Bill, and did thereafter by his constituted Attorney

Attorney Thomas Cockburn of Fort St. George Esquire
Exhibit and file his Cross Answer and therein
and thereby amongst other things whereby he
did endeavour to support the matters and things
in his said Original Bill and Replication
setforth did admit some of the most material
points on which your Petitioners said Testator did
ground his defence for the Complainant did admit
that it might be true that the said Condraigula
Juggernat Row was indebted unto your Petitioners
said Testator in the Sum of Three thousand four
hundred and Seventy one Pagodas Twenty seven
fanams and forty Cash, and that the same might
have arisen upon the Covenant Executed by the said
Condraigula Juggernat Row to your Petitioners
said Testator to the purport as stated in his said
Bill of Complaint and that it might be also true
that the said Condraigula Juggernat Row did pay
unto your Petitioners said Testator the Sum of
Three thousand four hundred and Seventy one
Pagodas Twenty seven fanams and forty Cash
annually at the respective times as mentioned in
in the said Bill of Complaint and that there
might have ban due on the Seventh day of April
which was in the year of Our Lord One thousand
seven hundred and Eighty six the like Sum of Three
thousand four hundred and Seventy one Pagodas
Twenty seven fanams and forty Cash and it might
be also true that the said Condraigula Juggernat Row
did not pay the same or any part thereof and that
the whole Amount was due to your Petitioners
said Testator at the time that he received the said
Bill of Exchange - That the said Condraigula Jugger-
-nat Row might have assured your Petitioners
said Testator that the payment of the Bill of
Exchange should be no impediment to his paying
the Instalment due to your Petitioners said Testator
And the Complainant did admit that your
Petitioners said Testator had had frequent Correspondence
with him respecting the said Bill of Exchange
and the money received thereon as before setforth
from the Twenty eighth day of August One thousand
seven hundred and Eighty six, until the Twelfth
day of October in the same year and that he did
Write

Write to your Petitioners said Testator the letter an Extract whereof was inserted in the said Bill of Complaint and did observe that he always thought it Extraordinary and certainly not Consonant to the General usage of Merchants in their money Dealings with each other to pay on account of a Bill of Exchange any fractional part of the Coin wherein such Bill was drawn Especially as the amount of the Bill was for an entire Sum and did therefore press to the consideration of the said Mayors Court that it was not to be supposed that Condraigula Juggernat Row tendered Eighteen fanams and forty Cash towards the Discharge of a Bill of Exchange for Ten thousand madras Pagodas And your Petitioner Sheweth that the Complainant in answer to the charge contained in the said Cross Bill of your Petitioners said Testator whereby it is charged that the Bill in question was not the property of the Complainant but that the same was drawn payable to him as the means only of the said Veerapermaul Receiving from the said Condraigula Juggernat Row

Row, did say that the contrary was the fact and in illucidation of his said assertion had recourse to reference to his own act for he says the contrary would appear by his affidavit in the Original Cause wherein he did Swear to your Petitioners said Testator being Justly and truly indebted to him the Complainant in the Sum sued for And the Complainant did admit that he did deliver up the Bill of Exchange in question to Veerapermal Pillah and that the same was returned to him the Complainant when as he said the conduct of your Petitioners said Testator was explained, and that the said Bill of Exchange was then an Exhibit in the Original Cause having been delivered by him at or previous to the hearing thereof and the Complainant did admit that he had written a letter to your Petitioners said Testator under date the Twenty first day of September in the said year of Our Lord One thousand seven hundred and Eighty six also a letter of the Twelfth Eighteenth and Twenty fourth day of October following and one letter of the Eighth of March

March One thousand seven hundred and eight
seven — And the Complainant did say that a yea
Correspondance had elapsed between them on the
subject and that it Originated from his delicacy
towards your Petitioners said Testator while there
was a shadow of hope that he had not acted as
was inspected by Condraigula Juggernat Row and
did therefore say that the only point for the
Determination of the said Mayors Court was
whether the assertions of the said Condraigula
Juggernat Row were founded or not because if
founded he did trust that his Claim against your
Petitioners said Testator would be equally so, and
if not founded he did say he could not presume
to Expect the Judgment of the said Mayors Court
in his favor And the Complainant did also admit
that your Petitioners said Testator did employ
him in the year of Our Lord One thousand
seven hundred and Eighty six and thereafter
as a merchant of Fort St George to Transact his
Business and the same consisted Chiefly in
the Receipts and payments of monney on the
Complainants

Complainants Account and that he did
occiasionally trust to the managements of your
Petitioners said Testator his the Complainants
business at Masulipatnam and insisted that
your Petitioners said Testator did act as his the
Complainants Attorney or Agent at Masulipatnam
and yet immediately afterwards did say that
having various matters at Masulipatnam he had
other Persons who Transacted the same during
the term alluded to by your Petitioners said
Intestate to wit from the year One thousand
seven hundred and Eighty six unto the year
One thousand seven hundred and Eighty Eight
and that the Complainant did admit your
Petitioners said Testator did inform him at the
time mentioned in the said Cross Bill of
Complaint that he had received from the said
Condraigula Juggernat Row the aforesaid Sum
of Four thousand five hundred and twenty
eight Pagodas, Eighteen fanams and Forty Cash
on account of the said Bill of Exchange and no
more

more and that he the Complainant approved thereof believing that the information was found And the Complainant did admit that your Petitioners said Testator might have demanded from Condraigula Juggernat Row the payment of the Sum of Five thousand four hundred and Twenty one Pagodas Twenty seven fanams and forty Cash as interrogated in the Bill of Complaint but did not believe that the said Condraigula Juggernat Row did promise to pay the same for the said Condraigula Juggernat Row had stated that the said demand was illegal and unjust as he the Complainant hoped to prove by the Records of the Masulipatnam Books and the Resolution of Government respecting the Claims of your Petitioners said Testator on the Charmahal District and the Complainants did admit that your Petitioners said Testator had had frequent Correspondence with him respecting the said Bill of Exchange from the said Twenty eighth day of August One thousand Seven

seven hundred and Eighty six until the Twelfth day of October in the same year as stated in the Bill of Complaint and did also admit that he had advised with the said Verapermaul respecting the state of the said Bill remaining undischarged and that he did write the said letter unto your Petitioners said Testator under date the Twelfth day of October and that the Extract thereof inserted in the Complainant said Testators Bill of Complaint was a true Extract from the said letter that your Petitioners said Testator did at the time mentioned in the Bill of Complaint Return back the said Bill to him the Complai= =nant and the same was received by him on or about the said Nineteenth day of October in the said year One thousand seven hundred and Eighty six and that on the return thereof he did write the false influence as he did pretend Conveyed in the letter of your Petitioners said Testator to him remonstrate with the said Verapermaul for having recommended to him

the

the Complainant to take the Bill in question and Claimed from him an indemnity or to settle the balance, and in consequence thereof the said Verapermaul did apply to the Drawer of the said Bill, as also to the said Condraigula Juggernat Row for the balance thereof, but that when the said Verapermaul was informed by the said Condraigula Juggernat Row and his Cash keeper Authenna Puntaloo that your Petitioners said Testator had been paid Eight thousand madras Pagodas on account of the said Bill and had been tendered by Condraigula Juggernat Row the further Sum of Two thousand madras Pagodas in full of the Principal of the said Bill the said Verapermaul returned the said Bill to the Complainant and Declined all further interference therein- but that as the Bill was recommended to him in the first instance by the said Veerapermaul Pillay he used his Exertions in every fair way posible to induce the Drawer and Acceptor to settle the balance due thereon until he was

was convinced as above was Explained and the Complainant did admit that the Drawer of the said Bill at madras was Vakeel to the said Condraigula Juggernat Row at Masulipatnam And the Complainant did say that the said Bill of Exchange had been and then was his real property as he did say would appear by his affidavit in the Original Cause wherein he did swear to your Petitioners said Testator being Justly and truely indebted unto him the Complainant in the Sum sued for and that he paid the Value thereof to the Drawer of the said Bill of Exchange by the means of the said Veerapermaul and the Complainant did further say that the said Veerapermaul had not, nor had any other Person or Persons paid or discharged the balance of the said Bill, nor otherwise accounted with, or indemnified him the Complainant for the same and that he had already stated that he delivered the said Bill to the said Verapermaul to do the

Needful

Needful in Recovering the said balance from the Drawer of the said Bill or from the said Condraigula Juggernat Row on whom the same was drawn — And the Complainant did admit that he certainly did not receive from the said Condraigula Juggernat Row or Veraperumaul Pillah on the Twelfth or Twenty fourth day of October in the said year of Our Lord One thousand seven hundred and Eighty six any information of any further Sum having been paid on account of the said Bill of Exchange. except the said Sum of Four thousand five hundred and Twenty eight madras Pagodas Eighteen fanams and forty Cash altho he did admit that Chincalapoody Sitteramiah informed him a further Sum had been received and did also admit that your Petitioners said Testator was constantly in his letters to the Complainant giving information of the delay of payment of the said Condraigula Juggernat Row and the Complainant did admit that the Extract of

of letters to him under dates the second and fifteenth day of September and Twelfth day of October One thousand seven hundred and Eighty six and the Extracts thereof as stated in the said Bill of Complaint were true Extracts from the said Letters and that the stated Letter of the Twelfth day of October did state that your Petitioners said Testator had not received any more money on account of the large Bill of Exchange, and that the large Bill of Exchange mentioned in the said Letter was the Bill in question for Ten thousand madras Pagodas That neither he the Complainant nor as he believed did the said Veraperumaul know until the return of the said Bill that a larger Sum of money had been paid by the said Condraigula Juggernat Row than had been stated by your Petitioners said Testator on the back of the said Bill except by the said Letter of Sittanah to him the Complainant, to which he did not then give Credit nor did the said Vera

Perumaul

Permaul Pillay inform him of any larger Sum having been paid on account of the said Bill than what appeared on the back thereof nor did he as he the Complainant did say he believed know thereof for if that he had, he would not have taken the said Bill of Exchange from him for the same reason that when he had explained matters as they were he the Complainant received back the Bill from the said Veerapermal Pillah and resolved to have his recourse on your Petitioners said Testator and the Complainant admitted that he could not answer whether Condraigula Juggernat Row concealed for a certain period the true state of matters from his Vakeel or from Veerapermaul Pillay, or whether the said Vakeel concealed matters from Veerapermal Pillay and the Complainant did say that having received from your Petitioners said Testator a letter under date the said fifteenth day of September wherein he wrote as followed to wit "I cannot get any more money from Juggapah he is pressed on all sides, and is making use of every shift to put off this as well as all other demands that he possibly can you must therefore let me know what steps I am to take" in consequence of which the Complainant did say that he wrote to Sitanah the Vakeel of the said Condraigula Juggernat Row in the words and figures following, to wit" 20th September 1786 Settanah Notwithstanding what you wrote me about Juggapahs having paid 8000 Pagodas and offering 2000 Pagodas to pay I have this morning received a letter from Mr. Hodges informing of his not being paid exclusive of the 4500 Pagodas in part and propose to delay the payment therefore I desire you will write by this nights Tappy to your master to discharge the Bill — immediately I am yours John Menzies — to which said letter the said Settahna did write an answer which answer the Complainant did say he forwarded to your Petitioners said Testator

Testator as his the Complainants said attorney Thomas Cockburn verily believed, because he could not find among the Papers of the Complainant any such letter but that his said attorney did suppose that the said Sittanahs answer appeared at that time to the Complainants as evasive in as much as that the Complainant by his said letter of the Twenty first day of the said month of September to your Petitioners said Testator considered it as such, being at that time inclined to believe that the conduct of your Petitioners said Testator in the premises was correct and proper and the Complainant did admit that in a letter under date the Twenty sixth day of September in the said year of Our Lord One thousand seven hundred and Eighty six he did express himself to the purport mentioned in the Bill of Complaint of your Petitioners said Testator — That he also wrote on the Eighteenth day of October then following referring to his letter of the Twelfth day of the said month

month of October as stated in the said Bill and that the same did relate to the said Bill of Exchange and the Complainant did admit having written to your Petitioners said Testator under date the Twenty fourth of October aforesaid acknowledging the receipt of two letters from him of the Seventeenth and Nineteenth of the said month of October, and that the Extract quoted by your Petitioners said Testators was a true Extract And the Complainant did admit that the delivery of the Bill of Exchange to Veraparmal Pillah as above stated happened in the said month of October but that he did not know how soon afterwards the said Veraparmaul Pillay applied for payment of the said Sum of Five thousand four hundred and twenty one madras Pagodas Twenty seven fanams and forty Cash, being as the Complainant did say the then supposed balance due thereon and the Complainant did admit that an answer might be received in

Twelve

Twelve or Fourteen days to a letter sent to
Masulipatnam and that being perfectly satisfied
with the conduct of your Petitioners said Testator
on the thirty first day of December in the said
year of Our Lord One thousand seven hundred
and eighty six he closed his account as stated
in his Replication to the Original Bill of
Complaint as well as his other account as annexed
to his said Original Bill, and that at that time
the said Bill of Exchange was with Veerapermal
Pillah and the Complainant did admit that
there was full time between the said Twenty fourth
day of October and thirty first day of December
to settle the business had Veerapermaul Pillay or
himself been in full posession of all the particulars
the reverse whereof was the case as he did say
appeared by your Petitioners said Testators letter
whereof a copy was annexed to his said answer
in which he did say that he had a years Correspon-
dence with the Complainant on the business
and the Complainant did say that by the said
letter

letter it appeared that the matters in question
were not cleared up throughly until the receipt
of the letter of Charles Baker as Attorney to the
said Condraigula Suggenat Row under date the
Twenty ninth day of May in the year of Our Lord
One thousand seven hundred and Eighty Eight
when the Complainant did say he was surprized
at the misconduct of your Petitioners said Testator
and determined to have redress against him
at law, but he did not act as Agent to Veerapermal
Pillay therein on the contrary his affidavit in the
original cause he did say would prove he was
principal and the Complainant did say that he
did not recollect any other Correspondence or
Communication with your Petitioners said Testator
either directly or indirectly respecting the said
Bill of Exchange from the said Twenty fourth
day of October in the year of Our Lord One
thousand seven hundred and Eighty six, to the
Ninth day of March then following except
such as had appeared in the proceedings in the

Original

Original and Cross cause — And the Complainant did admit that he wrote to your Petitioners said Testator on the said Ninth day of March to the purport stated in the Cross Bill and the Complainant did say that Condraigula Juggernat Row and his Vakeel afterwards persisted in asserting that the said Sum of three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash was paid on account of the said Bill of Exchange but that he would not easily give faith to an assertion which so directly implicated your Petitioners said Testators integrity towards him the Complainant nor did he believe the fact to be so, till as he says the said Condraigula Juggernat Row and his Cash keeper Authenna Puntaloo had as before stated verified the same by Oath — That he never knew of the insolvency of the said Condraigula Juggernat Row until as stated by your Petitioners said Testator in the course of his Correspondence with him the Complainant tho' he afterwards did hear a report thereof

thereof That the Complainant believed that Condraigula Juggernat Row came to Madras in the month of October which was in the year of Our Lord One thousand seven hundred and Eighty seven and Resided at madras at that time, and he was at madras on the Twenty eighth day of July which was in the year of Our Lord One thousand seven hundred and Eighty Eight, but denied that the said Condraigula Juggernat Row or the drawer of the said Bill did ever tender to him the Sum of Three thousand four hundred Pagodas as the balance of the said Bill — Believed that after the return of the said Condraigula Juggernat Row to the Presidency he was not in a condition to pay such a Sum, but did not recollect having made any Protest respecting the said Bill of Exchange nor did he believe that Veerapermaul Pillah did make any Protest on account thereof —

And your Petitioners Sheweth unto this Honble Court that to the Complainants said Cross answer your Petitioners said Testator did

Exhibit

Exhibit and file his Replication and did therein and thereby amongst other things support his said Cross Bill and his said Original answer and refute the said Cross answer of the Complainant and to the new matter by the Complainant brought forward in his said Cross answer did amongst other things say that notwithstanding his said Cross Bill was founded principally upon charges of material facts within the Complainants own knowledge so far as related to him your Petitioners said Testator and to facts done Executed and Transacted by the Complainant himself which was upon letters written by your Petitioners said Testator to the Complainants and upon letters written by your Petitioners said Testator to the Complainant, and upon charges of open and secret Negotiations with Veerapermaul Pillay, Condraigula Juggernat Row, Chucalapoody Sittaramiah; and Authenna Puntaloo during a course of one year and two months, and for a discovery whereof by the Oath of the Complainant to Interrogatories thereupon Exhibited the said said Cross Answer was nevertheless in no Degree such as the Justice of the said Mayors Court would be satisfied with considering the ample materials with which the said Cross Bill was composed, disposed in a clear and regular order so as to require only a direct affirmation or denial to a Chain of unembarrased questions gradually discending from the first book of the Transaction to the last, with the view that the whole truth of the matters in question might appear as unequivocally stated and as unevasively answered on either side — And the Complainants Cross answer was in a very few parts thereof direct to the matter charged or the Interrogatories Exhibited, in many parts contradictory and almost generally evasive avoiding the fact, and supplying instead thereof fuble and Obligue Arguments — And your Petitioners said Testator did deny that the Complainant could consider him liable to him on account of the said Bill of Exchange upon the Grounds of

of the said affidavits in the Complainants said Cross answer referred to and that neither the said Condraigula Juggernat Rows affidavits nor that of Authenna Puntaloo were valid and Credible in Law, it being evident that the said Condraigula Juggernat Row hath not prevailed upon the said Complainant to sue your Petitioners said Testator for Two thousand madras Pagodas according to his own shewing by himself upon the said Bill of Exchange but to compel him your Petitioners said Testator to refund a further Sum of Three thousand seven hundred and forty one Pagodas Twenty seven fanams, and forty Cash before Justly and lawfully paid in order that the whole amount of the Bill of Exchange might be thus discharged to the evident gain and advantage of the said Condraigula Juggernat Row by the Credit given to his affidavit of the Sum of Five thousand four hundred and twenty one Pagodas Twenty seven fanams and forty Cash and your Petitioners said Testator did say that the

the said letter of the Twenty Ninth of March One thousand seven hundred and Eighty seven could have been written under no other impression than that your Petitioners said Testators conduct had been such as he was able to Justify and which conduct he the Complainant did thereby Justify accordingly That it was impossible but that the said Verapermaul had not satisfied him also of the propriety of the conduct of your Petitioners said Testator in that respect long before the Twenty Ninth of March One thousand seven hundred and eighty seven - five months after the Bill had been delivered to him by the Complainant and that there was a contradiction in the said Complainants Cross answer speaking of the said letter he says such letter only manifested the conviction in his mind that the Circumstances of your Petitioners said Testators conduct could not have been such as had been represented by the said Condraigula Juggernat Row, and that therefore he was still Determined to

look

took to him as Verapermaul who recommended
him That the Complainant had admitted that
an answer might have been received to an
application for payment at Masulipatnam from
Condraigula Juggernat Row in thirteen or fourteen
days that the drawer of the Bill the immediate
servant or Vakeel of Condraigula Juggernat Row
was at Madras it could not otherwise be believed
the Complainant observed than as the Bill of
Exchange was returned to Verapermaul Pillay
upon the condition of his being Responsible for the
balance but that it was returned as soon after
the Receipt thereof by the Complainant as was
nearly possible, which time your Petitioners sd
Testator had fairly presumed to be on the Twenty
sixth of October One thousand seven hundred and
Eighty six two days after the Receipt of it back
again by the Complainant and that Verapermaul
Pillay was also on his part as early as expeditious
in getting every information of the real state
of facts respecting the Transaction yet it appeared
by

by the Complainants Cross answer that on the
Twenty ninth of March five months afterwards
that he the Complainant held Verapermaul still
Responsible to him upon the ground of the
misrepresentation of Condraigula Juggernat Rows
an excuse for not paying the balance of the
Bill, that Verapermaul surely would not have
rested satisfied so long if he had not discovered
and believed that these Excuses were not in fact
misrepresention and that it appeared that the
said Verapermaul Pillay might
whole truth have been plainly known to the
in thirteen or fourteen
days by him Communicated to the Complainant
in that time instead of delaying it as the
Complainant had said in his answer for near
Twenty months that the Complainant upon being
interrogated respecting the time when Verapermaul
Pillay applied to Condraigula Juggernat Row
for payment of the balance, says it must have
been as he believes between the begining of the
year One thousand seven hundred and Eighty
seven

seven and the Twenty ninth of March in the same year, but that he did not satisfy the Court what was done with the said Bill between the Twenty fourth of October One thousand seven hundred and Eighty eight, and the begining of the year One thousand seven hundred and Eighty seven altho it was sent for to return to Veerapermaul who had indemnified him, but it appeared that there was an interval of inactivity as contrivance of five months ending at the Twenty ninth of march when it was Determined to prosecute Condraigula Juggernat Row doubtless your Petitioners said Testator did say upon the Report of Veerapermaul, and that the Complainant remained in those sentiments until the month of June One thousand seven hundred and Eighty Eight before which time the said Condraigula Juggernat Row had became a bankrupt - when your Petitioners said Testator did say the said Condraigula Juggernat Row only found a Credit with the Complainant and his affidavit was

was then made a ground of exoneration of himself and of a prosecution of your Petitioners said Testator and your Petitioner said Testator did say that altho the opinion of Counsel not mentioned by the Complainant could have any wright at the hearing of this Cause, he could not help observing that it was also mistated - And your Petitioners said Testator did say that the admission of the Complainants knowing that Three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash previous to his desiring the Bill to be returned on the Twelfth of October One thousand seven hundred and Eighty six whether upon the information of Tittanah or from any other person was good evidence of such his knowledge and confidence, nor did it alter the case whether he the Complainant did or did not believe the same and that he the Complainant had given no reason why he did afterwards believe it to be true - That the Complainant himself did

admit

admit a Collusion and concealment on the part of Condraigula Juggurnat Row his Vakeel and Veerapermaul Pillay, by saying that he could not pretend to answer, whether the said Condraigula Juggernat Row concealed for a certain period the true state of matters from his Vakeel or from Veerapermaul or whether the said Vakeel concealed matters from Veerapermaul Pillay, except that he could not imagine from the General character and mercantile fairness of the said Veerapermaul Pillay in all his dealings that he could be party in concealing any Circumstance respecting the Bill in question — That the Complainant had never directly mentioned when Veerapermaul Pillay returned the Bill altho it appeared that he was preparing to prosecute Condraigula Juggernat Row for the balance on the Twenty ninth of march One thousand seven hundred and Eighty seven admitted that there was full time between the said Twenty fourth day of October and thirty first day of Decmber to settle the business of Veerapermaul

Veerapermaul Pillay as he the Complainant had been in posession of all the particulars, the reverse whereof they did pretend was the case, as the Complainant did say appeared by the letters of your Petitioners said Testator who did say that his letters were only from about the Twenty eighth of August to the Nineteenth of October One thousand seven hundred and Eighty six when he returned the Bill at the Complainants desire, but if there was such full time then that the pretence of the Complainant being ignorant of every Circumstance relating to the payment of Condraigula Juggernat Row would not be credited when the Court should be pleased to refer to the said Correspondence, and the Correspondence on the part of the Complainant and as an elucidation of the further Correspondence between them, and the said Person named Sittanah your Petitioners said Testator did say that the said Complainant did fully inform him thereof and that he your Petitioners said Testator did

did return a full answer respecting the same to a letter from him under date the Twenty first of September enclosing a letter to him your Petitioners said Testator from the said Sittanah Copy whereof he did say was annexed to his said Cross = Replication - That the Complainant had not disclosed to the Court what he was doing from the thirty first of December to the Twenty ninth of March One thousand seven hundred and Eighty seven, and from that time to the Twenty Ninth or thirtieth of May when he himself received the subject instead therefore of a years Correspondence with the Complainant, he your Petitioners said Testator was nearly Eighteen months without any Correspondence at all with him and did further say that the letter of Charles Baker was no = evidence of what had passed previous thereto - That the Complainant did particularly acknowledge that he never did believe the said Condraigula = Juggernat Row until he had made his Oath to the Circumstances which were then made the ground

ground of his action as if an affidavit to Circum = =stances he was so long before informed of could make those Circumstances true, and your Petitioners said Testator did say that the tender of an affidavit of matters that so much interested a Persons self, should be a Caution against Crediting it = according to the light, such Instruments when made for personal benefit were Generally regarded in - and that it was a mere pretence in the = Complainant to regard such an affidavit as a Verification of the matters therein contained but on the contrary he must have known that the said Condraigula Juggernat Row could not under the Circumstances of the case be a Witness in the Cause - That it appeared by the Complainants own shewing that the said Condraigula Juggernat Row was at the Presidency of Fort St. George in October One thousand seven hundred and = Eighty seven, but that he did not pretend that he took any steps against him in respect of the payment of the balance of the said Bill and he

Acknowledged

Acknowledged that the said Condraigula
Juggernat Row did not tender him payment of
the remaining Sum which he only pretended
was due to wit Two thousand Pagodas, nor did
it appear that he the Complainant did ever
demand payment thereof - your Petitioners said
Testator did deny that the Complainant had
answered all and singular the matters and
things in your Petitioners said Testators Bill
contained but on the contrary that the Complainants
Said answer was very insufficient and insufficient -

And your Petitioners Sheweth unto
this Honble Court that to the said Replication of
your Petitioners said Testator the Complainant
did Exhibit and file his Rejoinder and therein
amongst other things did say that if his Crofs
answer was such as the said Mayors Court
could not in Justice be satisfied with it became
the duty of your Petitioners said Testator to have
excepted thereto and pointed out the insufficiencies
uncertainties and imperfections thereof instead of

Charging

charging it in general terms to be Contradictory and
evasive - and the Complainant did again deny as in
his answer he had done that he was indemnified
by Veerapermaul and that Notwithstanding he
had so denied it, such denial was not he did say
Contradicted by the words of his letter to your
Petitioners said Testator as quoted by your
Petitioners said Testator in his Crofs Replication for
the Complainant did say, when he wrote to your
Petitioners said Testator that he had got Veerapermal
to take the matter off his hand and requesting
that the Bill should be returned as he was to
deliver it up to Veerapermaul who indemnified
him, and settled the balance and that he wrote
so, and meant to have insisted thereon with
Veerapermaul when he thought that Condraigula
Juggernaut Row had only paid the said Sum
of Four thousand five hundred and Twenty Eight
Madras Pagodas Thirty eight fanams and forty
Cash in part of the Bill of Exchange for Ten thousand

Madras

Madras Pagodas - And the Complainant did pray to call the attention of the said Mayors Court to a consideration which he did say would fully clear up all seeming Contradictions in his letters written at different stages of the Transactions namely, that as he had the most implicit confidence in the friendship as well as mercantile properiety and integrity of conduct of your Petitioners said Testator he of course was led to distrust every afsersion of Veerapermaul, Condraigula Juggernat Row or Authanah Puntaloo which tended to impeach those principles in any part of your Petitioners said Testators Conduct and wrote and spoke under the most decided Conviction in his favor, till the letter of the said Charles Baker as the attorney of the said Condraigula Juggernat Row and the Concurrent Testimony on Oath of Condraigula Juggernaut Row, and his said Cash keeper Authenniah Puntaloo induced him the Complainant to consider that his confidence was misplaced, and by way of further illucidation why there was nothing inconsistent in his Conduct in having received information from the said Veerapermaul in the month of September which in the year of Our Lord One thousand seven hundred and Eighty six, that Eight Thousand Pagodas had been paid on account of the said Bill of Exchange, and not demanding payment till the month of July, which was in the year of Our Lord One thousand seven hundred and Eighty Eight. the Complainant did refer to the letter of your Petitioners said Testator of which a Copy was annexed to his the Complainants Cross answer wherein he did say your Petitioners said Testator did mention that he had had a years Correspondence with him the Complainant about the Circumstances of the Bill in question, which Correspondence the Complainant did say was evidently with the view to clear up the Contradictions between his afsertions and those of Veera Permaul, Condraigula Juggernaut Row and Authenna

Authenna Puntaloo, and further that the period to which your Petitioners said Testator had alluded as the time when the Complainant had information from Vera Perinaul of Eight Thousand Pagodas being paid on Account of the Bill of Exchange in question tended he did say further to confirm the matter for that it was stated as about the Twentieth day of September in the said year of Our Lord One thousand seven hundred and Eighty six, which the Complainant did say was about Twenty three days after the payment of the money by Authenna Puntaloo to your Petitioners said Testator, and shewed therefore that there could not have been any Combination whatever between the parties to prejudice your Petitioner, since the material fact of the payment appeared to have been Communicated by Verah Perinaul pillay to the Complainant without any Delay -

And the Complainant did assert that the evidence of the said Condraigula Juggernaut Row was Valid and good in Law towards Explaining his own intentions in the payment of his own money, or that he the Complainant had in any respect contradicted himself by giving Credit to the Conduct of your Petitioners said Testator in the month of march which was in the year of Our Lord One thousand seven hundred and Eighty seven, but merely believed that the truth was known to the said Verapermaul in Thirteen or fourteen days after the payment was made and was also Communicated to him the Complainant in that time, but that he disbelieved it and that it was, he did say, the same principle of faith in your Petitioners said Testator that made him apply to and require of Veera permaul to indemnify him for the said balance as being the person who recommended him to take the Bill of Exchange - denied That his Conduct was at all influenced by any Consideration of the change of situation of Condraigula Juggernat Row or that the different parts of his answer about the Claim of your Petitioners said Testator on

Condraigula

Condraigula Juggernat Row for the said Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash were at all Contradictory and the Complainant by his Attorney Thomas Cockburn did say that by his letter of the Twentieth day of the said month of October to which letter your Petitioners said Testator had referred in his Cross Bill, his said Attorney Thomas Cockburn had reason to believe that the said Bill had been delivered over to the said Veerahermaul & Pl. and therefore in his Original Bill of Complaint admitted that the said Bill of Exchange had been delivered to the said Veerapermaul but that then finding on Enquiry of Veerapermaul that the said Bill never was actually delivered to him, but that the return of it from Masulipatnam was represented to him the said Veerapermaul by him the Complainant and he called upon him the said Veerapermaul for his aid in recovering the balance due which aid the said Veerapermaul promised to afford - Denied that he admitted

admitted in his answer there was any Concealment between Condraigula Juggernaut Row, Vera Permaul and Puntaloo, but that when he was interrogated upon Oath as to what they had done he could not, as not knowing what passed in their minds, answer positively to the question and to that part of your Petitioners said Testators Cross Replication which stated that his letters were only from the Twenty Eighth day of August to the nineteenth day of October One thousand seven hundred and Eighty six, did say that his own letter Copy whereof was annexed to the Complainants answer, did advert to a years Correspondence and that so the fact really was - Admitted that the said Condrigula Juggernat Row did not tender to him the Sum of Two thousand madras Pagodas as the balance of the said Bill of Exchange, nor would it have awaited any thing, if he had done so when he knew a larger Sum was due thereon and denied that Condraigula Juggernaut Row or Authana Puntaloo were interested in any manner whatever

whatever as to the Judgment which might be ultimately given in this Cause so as to impeach the Credibility of their Testimony for that the said Condraigula Juggernaut Row had avowed himself the Debtor of your Petitioners said Testator, as well as of him the Complainant, and his Interest was in no wise affected whether the money in question be put to his Credit in one account, or the other –

And your Petitioners sheweth unto this Honble Court that upon the pleadings had issue did join and rules did pass for the Examination of Witnesses and that Witnesses were accordingly Examined both on the part of the Complainant and of your Petitioners said Testator and your Petitioner Sheweth That andrew Scott to the second Interrogatory on the part of the Complainant did say, that he did hold the employment of Secretary to the Chief and Council at Masulipatnam and acted in that Capacity from the month of November One Thousand seven hundred and eighty two, to the month

to the month of December One thousand seven hundred and Ninety three, unless when occasionally absent and to the third Interrogatory, that he knew Condraigula Juggernaut Row from the year One Thousand seven hundred and Eighty three. To the fourth Interrogatory, he did depose that Condraigula Vencatarayaloo was appointed to manage the Chahar Mahal District for ten years and obtained a Cowle for that purpose from Government dated the Thirteenth day of December One thousand seven hundred and Eighty the period of Ten years was to commence on the first day of June One Thousand seven hundred and Eighty, and to end on the Thirty first day of May, One thousand seven hundred and Ninety that the principal conditions inserted on the Cowle were that Vencatarayaloo should pay a rent for the use of the Company of madras Pagodas Twenty seven thousand Eight hundred and fifteen, Two fanams and Twenty Cash per annum that he should likewise pay

to

to the Zemindar for his subsistance the Sum of madras Pagodas Two thousand per annum, and that he should also pay the sum of madras Pagodas Eight Thousand per annum to the Creditors of Opparow That Vencata: royaloo died on or about the Seventh of April One thousand seven hundred and Eighty Three, and was immediately succeeded by Juggernat Row in the management of the Chahar Mahal District, and that Government signified their consent to the then Chief and Council in a letter dated the third of July One thousand seven hundred and Eighty Three, that he should continue in the management until further orders and the Witness Therefore concluded that Juggernat Row in succeeding to the management of Chahar Mahal became liable for the performance of all the Conditions specified in the Coole granted by Government to Vencataroyaloo-

To the fifth Interrogatory, he did say, that he knew the present Opparow and did know his late father who he believed to be the person alluded to in the Question, did not know any thing further regarding the Claims the said Opparow may have had on the Chahar Mahal Country, than appeared in a report of the Committee of Circuit upon that subject - That the Report alluded to of which he had only seen a Copy, appeared to have been addressed to Government and dated the Eleventh day of February One thousand seven hundred and Eighty six, it inclosed together with other papers an accompt Current between the late Opparow, and the Cumdanah family, brought up to the Thirty first day of Decmber One thousand seven hundred and Eighty five by which it appeared that madras Pagodas Forty three thousand six hundred and fifty six, Twenty five fanams and forty Cash, was due to the former by the latter had no particular knowledge of the late Opparow having assigned over his Claims on the Chahar Mahal Country to his Creditors, but he had heard and believed that the said Opparow did so - That Juggernaut Row having succeded Vencataroyaloo in the management of Chahar Mahal with the Consent of Government the Witness

considered

considered him to have been authorized to pay Eight thousand Pagodas per annum to Opparows Creditors in Conformity to the Cowle granted by Goivernment to the late Vencataroyaloo To the sixth Interrogatory the Witness day say, he conceived that Juggernaut Row, as Renter of the Chahar Mahal Country was at all times subject to the Orders of the Government of Fort St. George - To the Seventh Interrogatory did say that he had no particular knowledge of the Sums that might have been paid by Juggernaut Row to Opparows Creditors further than appeared by an accompt made out by George Westcott when Accountant at that place that the account he alte to was Transmitted to Government by Chief and Council enclosed in a letter bearing date the Eighteenth day of January Seventeen hundred and Eighty seven and by the said accompt it appeare that the Sum of Madras Pagodas Thirty two Thousand, one fanam and Twenty eight Cash or Thereabouts had been paid by Vencataroyaloo and Juggernau

Juggernaut Row as Renters of Chahar Mahal to Opparows Creditors between the period when the lease of that Country to the former commenced the Thirty first day of December Seventeen hundred and Eighty six, to which last period that account was made out, that it also appeared by the said accompt that the last payments were made in the month of March One thousand seven hundred and Eighty five and that no payments were made to the best of his the Deponents knowledge by Juggernaut Row to Opparows Creditors in the year One thousand seven hundred and Eighty five and the Reason he believed to have been that the then Chief Anthony Sadlier Esquire demanded and received the dividend payable to the said Creditors on account of that year and deposited the same in the Company's Treasury - To the Eighth Interrogatory he did say that the Defendant and Cros Complainant before mentioned was one of the Creditors of Opparow and appeared by the accompt made out by George Westcott which he the Deponent before mentioned to have received at different times to the amount of Madras Pagodas Thirteen thousand Eight hundred and Eighty

six

Thirty three fanams an ten Cash or thereabouts from
Vencatarojalo and Juggernaut Row as Renters of the
Chahar Mahal Country, and the last payment to
have been made on the fifth of March Seventeen
hundred and Eighty four, by a Bill on Mazally
Vencataram Chitty Soucar – That Juggernaut Row
however in a representation delivered to the Chief and
Council in the month of October One thousand seven
hundred and Eighty six mentioned your Petitioners
said Testator having, eloft Three thousand five hundred
madras Pagodas paid him on another account on or
about the Twenty eighth of August Seventeen hundred
and Eighty six and having carried the same towards
the payment of what was Claimed by him your
Petitioners said Testator as a Creditor of Opparow
from the Revenue of Chahar Mahal That Ragoonaikle
a Servant of your Petitioners said Testator when
Examined before the Chief on the Twelfth of January
Seventeen hundred and Eighty seven likewise mentioned
That your Petitioners said Testator did receive madras
Pagodas Three thousand four hundred and Seventy
one, Twenty seven fanams and forty Cash from
Juggernaut Row about the end of August One
thousand seven hundred and Eighty six but that
neither of these Sums were included in the
accompt made out by Mr. Westcott to which the
Witness had referred – To the Ninth Interrogatory
he did say that some time between the months
of March and June One thousand seven hundred
and Eighty five when Anthony Sadlier Esquire
then Chief of Masulipatnam was at Rajahmundry
he heard and did believe that Mr. Sadlier did
demand and receive from Juggernaut Row the
Sum of Eight thousand madras Pagodas being the
amount payable to Opparow's Creditors from the
Revenue of Chahar Mahal for Fazally Eleven
hundred and Ninety four or the fourth year
from the time that Country was Rented to
Vencatarayaloo that the said Sum of Eight Thousand
madras Pagodas was to the best of this the
Witnesses recollection paid by a Bill of Exchange
which Juggernaut Row drew upon Cartah

Vents

Vente Vencatachellum dated on or about the Tenth of May One thousand seven hundred and Eighty five and that the aforesaid Sum was not however brought to account in the Masulipatnam Books until the Thirty first of October Seventeen hundred and Eighty five which was then done under the head of assignment out of the Rent of Chahar Mahal to Opparows Creditors and Continued upon the Books under the same head — Witness was not at Rajamundry with the then Chief and did not recollect any thing Order for his demanding the above mentioned Sum of Eight thousand Pagodas from Juggernad Row and the Witness concluded that Mr. Sadlier was rather actuated by the General Tenor than by the specific words of any former Order that Government had written a letter to the Chief and Council dated about the Twenty fifth of November Seventeen hundred and Eighty four, directing that such of Opparows Creditors as held assignments of lands in the Zemindary of Nozeed should be required to relinquish the same and tho the letter alluded to, did not direct the Assignment unto Opparows Creditors out of the Revenue of Chahar Mahal to be set aside, yet that the general Tenor of that letter appeared to the Witness to imply, that it was the opinion of Government, that there was a great impropriety in any part of the Revenue being appropriated towards the payment of Debts due by Opparow to his private Creditors, while the said Opparow was so much Indebted to the Company — was Convinced from frequent conversations which he had with Mr. Sadlier such was the sense in which the aforesaid Mr. Sadlier understood the letter from Government to the Chief and Council dated the Twenty fifth of November One thousand seven hundred and Eighty four and was also convinced that Mr. Sadlier thought it incumbent on himself as being the person employed by Government to collect the balances due to the Company to prevent any Revenue to which Opparow had a Claim from being appropriated by any other use, than towards the discharge of the said Opparows Debt to the

Company

Company - but would however take upon himself to affirm whether Mr. Sadlier did or did not inform your Petitioners said Testator of his Reasons, but concluded that Mr. Sadlier did and was convinced that your Petitioners said Testator did know that the Eight thousand madras Pagodas received by Mr. Sadlier from Juggernat Row was deposited in the Company's Treasury in the manner and under the head that he had already mentioned for the disposal of Government, because your Petitioners said Testator was Accomptant at the time - To the tenth Interrogatory the Witness did say that your Petitioners said Testator was second Member of Council at Masulipatnam during the whole of the year One thousand seven hundred and Eighty five and was removed and afterwards reappointed about the month of June One thousand seven hundred and Eighty seven and continued to hold the same until about the month of February Seventeen hundred and Ninety - To the Eleventh Interrogatory the Witness did say that a Committee

Committee of Circuit was appointed by Government some time in the year One thousand seven hundred and Eighty three, but did not commence their investigation in the District under Masulipatnam until about the month of May Seventeen hundred and Eighty five - That they left the Masulipatnam District about the month of May or June One thousand seven hundred and Eighty seven but he could not remember the time when they were finally dissolved that the Committee of Circuit was instituted by Government for Examining the Country Accompts and as containing the amount of gross Revenue collected from the nature Inhabitants, as also for several other purposes that the investigation of Opparows accounts was in particular entrusted to them by Government and that they did accordingly proceed to the Investigation of the said accounts and made a report thereon to Government, and also furnished the Chief and Council with a Copy of the said Report which Copy the Witness did say was dated on or about the Eleventh of February Seventeen

Seventeen hundred and Eighty six; that by an account enclosed by the Committee of Circuit in the report referred to, it appeared that the Sum of madras Pagodas Forty three thousand Six hundred and fifty six, Twenty five fanams and forty Cash was due to the late Opparow by the Cundanah family, the account being brought up to the Thirty first of Decmber One thousand seven hundred and Eighty five - To the Twelfth Interrogatory the Witness did say, that he did not know that Orders were received at different times by the Chief and Council relative to the assignment made to Opparows Creditors out of the Revenue of Chahar Mahal - That the Board of Revenue wrote a letter dated the Twenty fourth day of September Seventeen hundred and Eighty six, to the Chief and Council desiring the latter to receive from Juggernaut Row what was then due, or might become due on account of the assignment made to Opparows Creditors out of the Revenue of Chahar Mahal and to retain the same in deposit until further Orders, an Extract from

from the letter alluded to, and to the purport he the Deponent had mentioned was Transmitted by Order of the Chief and Council to your Petitioners said Testator and other Creditors of the late Opparow on or about the Thirtieth day of October One thousand seven hundred and Eighty six - That the Board of Revenue wrote another letter to the Chief and Council dated the Twenty seventh day of November Seventeen hundred and Eighty six in which letter they stated that the assignment to Opparows Creditors out of the Revenue of Chahar Mahal must be considered to cease when Opparows Claims upon that Country had been discharged, the Board of Revenue in the same letter required an accompt between Opparow and the Cundanah family to be made out from the thirty first day of December One thousand seven hundred and Eighty five to the thirty first of December Seventeen hundred and Eighty six from the time to which an account had before been made out by the Committee of Circuit to the thirty first day of December

December subsequent to the date of their own letter and the Board of Revenue particularly mentioned that it appeared by the accounts annexed to the Committee of Circuits report upon Modgee and Chahar Mahal that the Cumdana family stood indebted to Opparow on the Thirty first day of December One thousand seven hundred and Eighty five in the Sum of Madras Pagodas Forty three thousand six hundred and fifty six, Twenty five fanams and forty Cash - The Chief and Chief and Council in Consequence of the receipt of the letter referred to, directed their Accomptant Mr. Wescott to prepare an account as had been required - That an account was accordingly prepared by Mr. Wescott which the Chief and Council Transmitted to the Board of Revenue enclosed in a letter bearing date the Eighteenth day of January Seventeen hundred and Eighty seven, and by that account it appeared that Madras Pagodas One thousand Eight hundred and Sixty two, six fanams and forty Cash remained due to Opparow from the Chahar Mahal Country on the Thirty first day of December

December Seventeen hundred and Eighty six after deducting the Sums paid by Vencataroyaloo and Juggernaut Row out of the Revenue of Chahar Mahal to Opparows Creditors - That he could not take upon himself to affirm whether your Petitioners said Testator was or was acquainted with the letter from the Board of Revenue under date the Twenty seventh day of November One thousand seven hundred and Eighty six, or with the account Transmitted to that Board with the Chief and Councils letter of the Eighteenth day of January Seventeen hundred and Eighty seven - That the Board of Revenue again wrote a letter to the Chief and Council dated the Twentieth day of June One thousand seven hundred and Eighty seven, wherein they mentioned then having acquainted the Governor in Council with the Circumstances attending the assignment of a part of the Revenue of the Chahar Mahal to the private Creditors of Opparow and further mentioned that Government had Determined that the payment of

of Eight thousand Pagodas per annum to Opparows
Creditors from that Country, should cease as soon as the
Balance due by the Cumdanah family to Opparow
was discharged upon the principle that the assignment
to the Creditors could not upon any Construction be
meant to Extorted beyond the amount of Opparows
Just demands, on the Chahar Mahal Country That
the Board of Revenue likewise observed that those
demands had been as certained by the Committee of
Circuit and from an account Current made up from
Thirty first of December One thousand seven hundred
and Eighty six, by which it appeared that after
Crediting the Cumdanah family for the amount received
by Opparows Creditors, the Balance then due to
Opparow was madras Pagodas One thousand Eight
hundred and Sixty two, six fanams and forty Cash,
and the Board of Revenue lastly mentioned that
such balance with the Interest from the time it
was struck was all that the Governor in Council
had Determined to be the Just Claim of the
Creditors

Creditors, and when that was discharged the full
rest of Chahar Mahal exclusive of the provision
to the Cumdanah family must be brought to the
Companys account that the letter from the Board
of Revenue which the Witness last refered to was
received at Masulipatnam when your Petitioners
said Testator was the Senior Member of Council
upon the spot and Witness concluded that your
Petitioners said Testator was of course acquainted
with the Contents of that letter - To the Thirteenth
Interrogatory the Witness did say that Condraigadda
Juggernaut Now as Renter of the Chahar Mahal
Country was liable by virtue of the Cowle granted
by Government to the payment of Eight thousand
madras Pagodas per annum to the Creditors of the
late Opparow and the Authority to have been the
Cowle granted by Government to the late Vencata=
=royaloo whom Juggernaut Now succeded as
manager of the Chahar Mahal Country Govern=
=ment having thus granted an assignment upon
the

the Revenue of Chahar Mahal to Opparows Creditors did afterwards revoke the same as appeared by the answer to the Last question — To the fourteenth Interrogatory the Witness did say that Condraigula Juggernaut Row was removed from the management of the Chahar Mahal Country in consequence of a letter dated the Sixteenth day of July One thousand seven hundred and Eighty seven which the Board of Revenue wrote to the Chief and Council the reason for his removal having been the large Arrears due by him to the Company on account of the Rent of Chahar Mahal and other accounts — To the fifteenth Interrogatory the Witness did say that he believed that your Petitioners said Testator was not at Masulipatnam during the whole of the month of April Seventeen hundred and Eighty six and did likewise believe that Juggernaut Row was absent from Masulipatnam during the whole or part of the month April One thousand seven hundred and Eighty six but was not positively certain, recollected however to have been both at Masulipatam early in the month of June One thousand seven hundred and Eighty six and that both were there at the end of September Seventeen hundred and Eighty six — To the Sixteenth Interrogatory the Witness did say that Juggernaut Row appeared by the public accounts to have been in Arrears to the Company on account of Chahar Mahal on the Twenty sixth of August Seventeen hundred and Eighty six to the amount of Star Pagodas Three thousand Three hundred and Ninety Nine Twenty two fanams, and Twenty Cash, or thereabouts besides as the Witness believed the Sum of Eight thousand madras Pagodas to have been due from him on account of the assignment made to Opparows Creditors for Fazally Eleven hundred and Ninety five as Witness did not know of his having paid the last mentioned Sum either to the said Creditors or into the Company's Treasury — To the Seventeenth Interrogatory the Witness did say that Condraigula Juggernaut

Juggernaut Row did present a Complaint in Writing to the Chief and Council against your Petitioners said Testator some time in or about the month of October One thousand seven hundred and Eighty six, wherein, he represented that a Bill of Exchange had been drawen on him by Mr. Menzies (the Complainant) in favor of your Petitioners said Testator for the Sum of Ten thousand Pagodas, that he Juggernaut Row accepted the said Bill and paid your Petitioners said Testator the Sum of Eight thousand Pagodas in part of the Amount, which payment was said to be made on the Twenty Eighth of August preceding, that your Petitioners said Testator sent him Juggernaut Row a Message informing him of his having deducted Three thousand five hundred Pagodas on his own account being his share of the devidend coming to Opparows Creditors That the said Juggernaut Row sent an answer to such message acquainting your Petitioners said Testator that he should pay no part of the devidend to Opparows Creditors without the express Orders of the Chief

Chief to whom he referred - That Juggernaut Rows representation likewise stated that your Petitioners had written to Mr. Menzies informing him that he Juggernaut Row had only paid the Sum of Four thousand five hundred Pagodas in part of the Bill of Exchange already mentioned, and that there was no probability of recovering the remainder as Juggernaut Row was much distressed by the importunities of his Creditors - That Juggernaut Rows representation to the Chief and Council also stated that when he Juggernaut Row was at Rajah mundry with Mr. Sadlier in the year One thousand seven hundred and Eighty five your Petitioners said Testator compelled his Juggernaut Rows Agent Coortah Venta Vencatachellum to pay him your Petitioners said Testator Three thousand five hundred Pagodas on account of his share of the assignment to Opparows Creditors, but that Mr. Sadlier upon being informed of this Transaction interposed, in Consequence of which interposition

the

the said Sum was afterwards paid by your Petitioners said Testator into the Company's Treasury- That Juggernaut Row after stating some other circumstances and particularly complaining of the injury done to his Credit by your Petitioners said Testator concluded his representation to the Chief and Council by requesting Justice and that the Bill of Exchange drawn on him by Mr. Menzies might be delivered up to him on paying the balance of Two thousand Pagodas which the Deponent did say, was all that he alledged to be due from him on account of that Bill - That the Chief and Council in consequence of the receipt of Juggernat Rows representation came to a resolution on the Thirty first of October One thousand seven hundred and Eighty six, of furnishing your Petitioners said Testator with a Copy thereof and to request his answer thereto, that a Copy was accordingly Transmitted to him on or about the first of November and no answer having been received from him, the Witness wrote him another letter dated the Eleventh of November informing him that the Chief and Council had resolved to summon Juggernaut Row to appear before them on the Thirteenth of the same month, and to produce his Evidence to be Examined on Oath, in which letter your Petitioners said Testator was likewise requested to attend with his Evidence - That your Petitioners said Testator wrote the Witness officially as Secretary a letter dated the Twelfth day of November which was read in Council the day following, in that he desired the Witness to inform the Board that every part of Juggernaut Rows Petition that tended to Criminate him, was in no respect true, and as it related to matter of private property he would only answer to the Mayors Court - he likewise mentioned in the same letter that he had sent a Copy of Juggernaut Rows Petition to the Board of Revenue - that upon the above mentioned letter being read in

Council

Council, the Chief and Council, came to a Resolution
of proceeding to Examine Evidence in support of
Juggernaut Rows Representation and accordingly
did so on the fifteenth of November that the purport
of which Examination tended to prove that the
whole Sum of Eight thousand Pagodas paid by
Juggernaut Row to your Petitioners said Testator
on the Twenty Eighth of August preceding, was
meant and intended by the former to have been
appropriated towards the discharging the amount
of the Bill drawn upon him the said Juggernaut
Row by the Complainant and that he had expressed
a readiness to pay the remaining balance due
from him upon the said Bill in case - your
Petitioners said Testator would have delivered
the Bill up to him - That the Chief and Council
Transmitted a Copy of Juggernaut Rows Re-
Representation as also Copies of all Papers and
proceedings relative thereto to Government
enclosed with a letter dated the Nineteenth
day

day of November One thousand seven hundred
and Eighty six, but affixed no opinion on the
subject That Government in their answer to
the Chief and Council dated the third day of
December One thousand seven hundred and
Eighty six signified it to be their opinion that
Juggernaut Rows representation contained matter
that concerned your Petitioners said Testator as a
Public servant and accordingly directed that he
should be called upon to produce his Evidence and
that such Evidence should be Examined in the
presence of the Chief only, and the Depositions be
taken down in writing, by the Secretary, who (if
the Witnesses) were natives was to see them sworn
at the Pagoda and further directed that your Petitioners
said Testator should be furnished with a Copy
of the Chief and Councils proceedings containing
the former Examinations - that in consequence
of the receipt of the above mentioned Letter from
Government your Petitioners said Testator was

furnished

furnished with a Copy thereof and also with a Copy of the proceedings therein directed to be sent to him, which papers were enclosed in a letter to him dated the Sixteenth day of December One thousand seven hundred and Eighty six and he acknowledged the receipt thereof in a letter dated the Eighteenth of the same month, and two days afterwards Transmitted the List of his Evidence — That the Examination before the Chief took place on the Twelfth day of January One thousand seven hundred and Eighty seven the general Tendency of which (one Evidence only having been Examined to the point in question) went to prove that Juggernaut Row had promised to pay your Petitioners said Testator, madras Pagodas Three thousand four hundred and Seventy one, Seventy seven fanams and forty Cash on account of proportion of the assignment made to Opparows Creditors out of the Revenue of Chahar Mahal, and at the same time that he should discharge the

the Amount of the Bill of Exchange drawn upon him Juggernaut Row by the Complainant That the Examination thus taken was Transmitted to Government that he the Witness had no recollection of any answer having been received to the letter last mentioned, and no such answer appeared on Record and the Witness did say, that his own sentiments being required, he did not scruple to say that it appeared to him that Juggernaut Row had promised one thing to your Petitioners said Testator, and represented the matter differently to the Chief and Council and that your Petitioners said Testator might have been misled by Juggernauts Rows promises of payment, but that he nevertheless believed at the time, and still continued of opinion that Juggernaut Row never meant or intended that any part of the Eight thousand Pagodas which he affirmed having paid to your Petitioners said Testator on the Twenty eighth of August One thousand seven hundred

and

and Eighty six should have been appropriated to any other purpose whatever, than towards the discharge of the Bill of Exchange drawn by the Complainant on Juggernaut Row and payable to your Petitioners said Testator —

And your Petitioner Sheweth unto this Honble Court that the Complainant did exhibit Interrogatories unto Condraigula Juggernaut Row, Verapermaul Pillay, to Edward Garrow, and to Vencataroyaloo and Depositions were taken thereon and your Petitioners said Testator did except thereto, and for Exceptions did say that the said Condraigula Juggernaut Row did appear as well from the pleadings in the matter in issue as from his own shewing to be interested in the event of the Cause — That the Interrogatories Exhibited to Edward Garrow Esquire (and) the affidavit Exhibited therewith and the Deposition of the said Edward Garrow thereon were contrary to Law, and altogether inadmissible as Evidence in the Cause — That the matters

matters deposed to by Verapermaul Pillay were principally given upon hearsay and belief without setting forth the reasons for such his belief and because the said Verapermaul Pillay did by his own shewing deposing to the fifth Interrogatory depose to his being interested in the event of the Cause — That the Ninth Interrogatory Exhibited to Vencataroyaloo and the affidavit Exhibited therewith and the Depositions taken thereon, were contrary to Law and altogether inadmissible as Evidence in the Cause —

And your Petitioner Sheweth unto this Hönble Court that to the said Exceptions the Complainant did Exhibit and file his answer and therein and thereby did say that as your Petitioners said Testator had merely alleged in General and indefinite terms that the said Condraigula Juggernaut Row did appear as well from the Pleadings in the matter at issue as from his own shewing to be interested in the event of the Cause without

without saying how or in what manner or Degree the said Condraigula Juggernaut Row was interested, he the Complainant could only answer such Exceptions by a general abrigation thereof wherefore he did say that the said Interrogatories Exhibited to the said Condraigula Juggernaut Row and the Depositions by the said Condraigula Juggernaut Row thereon given were good Valid and sufficient in the Law That the Interrogatories together with the affidavit Exhibited to the said Edward Garrow and the Depositions thereto by the said Edward Garrow given were good Valed and sufficient in the Law That the Interrogatories together with the affidavit Exhibited to Vencataroyaloo, and the Depositions thereto by the said Vencataroyaloo given were good Valed and sufficient in the Law and that to the Exception taken to the Deposition of Verapermaul the Complainant did say that the same was vague, indefinite and uncertain, inasmuch as the said Exception when speaking

of

of the Deposition of Verapermaul as being matter of hearsay and belief, did not refer to any particular Deposition to any specifick Interrogatory nor to any particular part of any expres Deposition to any particular Interrogatory and that the Reasons offered by your Petitioners said Testator were insufficient to invalidate or impeach the Testimony of the said Verapermaul - and did deny that the said Vera= =permaul did appear interested —

And your Petitioner Sheweth unto this Hon^ble Court that her said Testator did also Examine Witnesses, and that Vencata narsoo Puntalo one of those Witnesses did prove the Debt due from Opparow to your Petitioners said Testator, and that he had seen Juggapah's agreement for the annual Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and Twenty eight Cash to be paid to your Petitioners said Testator That he knew the Bill in question was received by your Petitioners said Testator, and that

when

when it was sent for acceptance the payment of the said Sum of Three thousand four hundred and Twenty one Pagodas Twenty seven fanams and Twenty eight Cash was urged that some time afterwards Juggapah paid Eight thousand Pagodas at two different period that your Petitioners said Testator directed the Witness to carry to his Credit the said Sum of Three thousand four hundred and Twenty one Pagodas Twenty seven fanams and Twenty eight Cash on account of his Debt as in the pleadings particularly set forth and the remaining balance of the said Sum of Eight thousand Pagodas in part of the said Bill of Exchange, that the order was given before Juggapahs Shroff and which was interpreted to the Witness by a Dubash, but was not certain whether the said Shroff heard the same - was present when one Ragoenaickloo a Servant of your Petitioners said Testator Demanded of Juggapah the said Sum of Three thousand four

four hundred and Twenty one Pagodas Twenty seven fanams and forty Cash which he had promised to pay in one month which had then Expired, and in the mean time the Bill arrived and Juggapah promised to pay them both and that Juggapah had continued to pay to your Petitioners said Testator his Share regularly to the year One thousand Seven hundred and Eighty six and Raganaickloo another Witness on the part of your Petitioner corroborated the facts deposed to by the said Vencata Narsoo Puntalo and added, that he was the person who carried the Bill of Exchange for acceptance and demanded from Juggapah the said Sum of Three thousand four hundred and Twenty one Pagodas Twenty seven fanams and forty Cash, that Juggapah Answered he was very much distressed for money but that if your Petitioners said Testator would give him one months time he would pay his dividend and the said Bill of Exchange both in one

month

month, and that your Petitioners said Testator agreed to such proposition - That after the expira= =tion of the one month the Witness was again sent by your Petitioners said Testator to demand the money and that Juggapah said he would send it that evening or the next morning That accordingly on the next day he sent some money but the Witness could not recollect how much that your Petitioners said Testator on receiving it deducted from the amount his dividend of the Chabra Mahal as agreed upon amounting to the said Sum of Three thousand four hundred and Seventy one Pagodas Twenty seven fanams and forty Cash and that for the balance that remained he gave a receipt on the back of the Bill of Exchange that your Petitioners said Testator sent a message first by the Person who brought the money and by the Witness on the next day to Juggapah Acquainting him that whatever Cash he sent in future he would give him a Receipt on the Bill on

on account of the Complainant -

And your Petitioner Sheweth unto this Honble Court that Publication did pass and that the Cause was set down for hearing but that before it could come on to be heard her said Testator did depart this life having first duly made and published in writing and therein and thereby appointed your Petitioners Sole Executrix thereof and your Petitioners Sheweth unto this Honble Court that having proved the said Will and taken upon herself the burthen of Executrix she became the representation of the said James Hodges her said Testator -

And your Petitioner Sheweth unto this Honorable Court that by reason of the premises she did consent to the Cause standing Revived and the same was accordingly Revived by mutual consent on the now last past, and thereafter that is to say on the Twentieth day of November now last past the

the said Cause did come on to be heard before the said Mayors Court and your Petitioner sheweth unto this Honble Court that the said Mayors Court did then first Determine on the said exceptions of your Petitioners said Testator to the evidence of the Complainant and the said Mayors Court was pleased to Order and did Accordingly Order that the said Exceptions so far as they went to the Evidence of Edward Garrow and Vencatarayaloo were good and that their Depositions were inadmissible and should not be read in the Cause, but did Order that the Exceptions taken to the Depositions of Verapermaul Pillay and Condraigula Juggarnat should be over ruled, and the same were over ruled accordingly as by the said Order of the said Mayors Court hereunto annexed for the inspection of this Honble Court reference being thereunto had, may appear - And your Petitioner Sheweth unto this Honble Court that the said Mayors Court did thereafter on the said Twentieth day of the said month

month of November think proper to Order and Decree, and did accordingly Order and Decree that your Petitioner should pay unto the Complainant out of the Estate and Effects of your Petitioners said Testator the full and Just Sum of Seven thousand Three hundred and four Star Pagodas eight fanams and Sixty Cash together with all such Interest as then was or should thereafter become due thereon until full payment was made also all Costs of the Original suit and did further Order and Decree that the Cross Bill should stand dismissed with Costs as by Copy of the said Decree hereunto annexed for the inspection of this Honble Court to which your Petitioner humbly begs leave to refer and prays the same may be taken as part of this her Petition and appear the Original being ready to be produced at the hearing may more fully and at large appear -

By which said Order and Decree

of

of the said Majors Court, your Petitioner doth conceive herself much aggrieved, and doth therefore appeal therefrom, to this Honble Court for the following amongst other Reasons –

First ——— Because the Complainant did as your Petitioner is advised mistake his ground of action, in so much as that the said action was Commenced on a Bill of Exchange, and of which your Petitioners said Testator was neither the Drawer Endorse or acceptors – That your Petitioners said Testator was the nominal holder only of the said Bill for the purpose of procuring payment thereof for the Complainant and that having advised the Complainant that Condraigula Juggernaut Row the acceptor of the said Bill had only paid a part of the Amount thereof and had Evaded paying the balance remaining due thereon, he the Complainant ought to have brought his action against the said Condraigula Juggernaut Row as the acceptor, or against Chincalapoody Sitteramiah the Drawer thereof for the said balance and that the only action that could possibly have been brought against your Petitioners said Testator would have been for the Sum which he admitted to have received that is to say for the Sum of Four thousand nine hundred and Eighty one Pagodas and Twelve fanams in case he had refused to pay the same to the Complainant, but which the Complainant has no where pretended was the fact on the contrary he has admitted that your Petitioners said Testator was always ready and willing to pay and that he actually did pay the same That the Complai= =nant was bound to abide by the Declaration of your Petitioners said Testator touching the Amount paid to him in part to discharge of the said Bill of Exchange by the said Condraigula Juggernaut Row, but that instead thereof he did attend only to the Declaration of the said Condraigula Juggernaut Row who was a party

Duply

Duply interested and of his Servant who was under his influence - And your Petitioner Sheweth unto this Honble Court that it was as she is advised the more particularly incumbent on the Complainant to have brought his action against the said Chincalapoody Setteramiah the Drawer or against the said Condraigula Juggernaut Row as the acceptor of the said Bill of Exchange, inso much as upon the advice of your Petitioners said Testator that he the said Condraigula Juggernaut Row had not paid the amount thereof and that he evaded paying the same the Complainant did require the said Bill to be returned to him and the same was returned to him accordingly and has since that time continued in his posession or in the posession of Veerapermaul Pillay to whom it was delivered by the Complainant in consequence of his having taken upon himself the balance due thereon and indemnified the Complainant in the premises as the Complainant did inform your Petitioners said Testator and which your Petitioner is advised is another and very strange reason why the Complainant ought not to have brought his action against her said Testator, insomuch as that the nature of the said Bill of Exchange had by such means become altered, and so far as it could have had relation to him entirely destroyed as it had become the property of the said Condraigula Juggernaut Row, under the Endorsement or other powers of the Complainant that is supposing that the property in the said Bill of Exchange had not originally been Vested in the said Veerapermaul and that the Complainants name had not been merely made use of merely to give protection and security thereto for and on account of the said Veerapermaul, but your Petitioner Sheweth unto this Honorable Court that her said Testator has in his Answer setforth that he had heard and verily believed the fact so to be, that the said Veerapermaul Pillah

Pillah was in fact the only Person interested in the said Bill of Exchange and so your Petitioner doth humbly submit to this Honble Court, the same doth fully appear throughout the Pleadings in the Cause, and that the only attempt made to controvert the same, is by the said Verapermal own deposition, and the several matters and things setforth in the pleadings considered this Honble Court will Determine as to the Weight of Credibility that is due to such Testimony should they be of opinion that the Exceptions of your Petitioners said Testator taken thereto, are not good upon the reason hereafter to be adduced in support thereof And your Petitioners humbly submits to this Honble Court that as her said Testator did in the pleadings in the Cause assert that the said Verapermaul Pillay was the Person to whom the said Bill of Exchange had always belonged, that he only was interested therein, and that the Complainants name was made use of, only to aid and support his the said Verapermaul Interests in the premises, had the fact been otherwise the Complainant would have produced Witnesses to Shew either from his Books or otherwise that the Statement of your Petitioners said Testator was Erroneous and that he the Complainant had advanced the Amount of the said Bill of Exchange to the Drawer thereof out of his the Complainants own proper monies and as a professed Merchant your Petitioners is advised and submits the same to this Honble Court he the Complainants could not have met with the smallest difficulty in adducing such proof And your Petitioner in further support of the matters and things she has already submitted Sheweth unto this Honble Court that she is advised that every party before a Court is Entitled to an Equality of Justice and thereupon says that if under the Circumstances of the present case a Decree were to be given for the Complainants your Petitioner would

would be remediless, in so much as that the said Bill of Exchange was as hereinabove mentioned delivered many years ago, by his said Testator to the Complainant at his own request, and has ever since remained in his posession or in the posession of the said Verapennaul Pillay, and the said Condraigula Juggernaut Row has long since become a Bankrupt, and lastly, of a Decree could posibly be given upon the principle of the Complainants said Bill of Complaint, and the Evidence adduced to support it, it would hold out a precedent of a very dangerous tendency as by a Collusion of parties an innocent man might be for ever ruined and therefore your Petitioner is advised that the said Mayors Court ought to have dimissed the Complainants said Bill of Complaint as founded in Error—

Secondly — Because your Petitioners said Testator did prove by the Testimony of two Witnes the Debt due to him from the said Condraigu Juggern

Juggernaut Row, that he the said Condraigula Juggernaut Row did repeatedly promise to pay the same, and that just before the said Bill of Exchange was delivered to the posession of your Petitioners Testator the time of one of the said promises had Expired that when the said Bill of Exchange was presented to the said Condraigula Juggernat Row for Acceptance, the said Claim of your Petitioners said Testator was again urged, and that thereupon he the said Condraigula Juggernaut Row did say, that if your Petitioners said Testator would give him a time of one month he would pay his said Claim and the Amount of the said Bill of Exchange together— that your Petitioners said Testator did consent thereto and that some short time afterwards the said Condraigula Juggernaut Row did Accordingly at two different times pay in part the Sum of Eight thousand Pagodas— That your Petitioners said Testator did write a receipt on the back of the said

Bill

Bill of Exchange for the Sum of Four thousand Nine hundred and Eighty one Pagodas and twelve fanams and carry the remainder to his Credit and one of the Witnesses on the part of your Petitioners said Testator shewed that this Transaction passed in the presence of the Shroff of the said Condraigula Juggernaut Row who brought the said Sum of Eight thousand Pagodas, but that he could not take upon him to say that he heard the directions given thereon by your Petitioners said Testator and thereupon your Petitioner doth submit to this Honble Court that her said Testator did support as fully as it lay in his power to do, and so far as the Law required the matters and things set forth in his said answer touching the Appropriation of the said Sum of Eight thousand Pagodas and the intentions of the said Condraigula Juggernaut Row relative thereto - and the only Evidence admitted by the said Mayors Court

Court on the part of the Complainant to refute the same was the deposition of the said Condraigula Juggernaut Row (which your Petitioner submits to this Honble Court is not legal and admissible Evidence for the reasons shewn in the exceptions taken thereto by your Petitioners said Testator and for such reasons as may be hereafter shewn in support thereof) And the Deposition of Andrew Scott which your Petitioner Sheweth unto this Honorable Court is in some of the materials parts merely hearsay and conclusions drawn from the Copies of papers, the Originals of which the said Andrew Scott has admitted he never had seen; that other parts do not apply and that others again are in favor of your Petitioner; for your Petitioner Sheweth unto this Honorable Court that the said Andrew Scott in depising to the Origin of the demand of your Petitioners said Testator on the said Condraigula Juggernaut Row refers to the Copy of a paper delivered

delivered by the Committee of Circuit, and when speaking to the Complaint which the said Condraigula Juggernaut Row made against your Petitioners said Testator to the Chief and Council of Masulipatnam regarding a Bill of Exchange on which Condraigula Juggernaut Row said he had paid a Sum of money, and that your Petitioners said Testator had appropriated a part thereof to purposes contrary to his the said Condraigula Juggernaut Rows intentions and to the injury of his Credit, he the said Andrew Scott shews that the said Bill of Exchange so set forth by the said Condraigula Juggernaut Row, was as stated by the said Condraigula Juggernaut Row himself in his said Complaint a Bill of Exchange drawn by him the Complainant on him the said Condraigula Juggernaut Row in favor of your Petitioners said Testator, and the said Andrew Scott repeats the same in another part of his Deposition and your

your Petitioner Sheweth unto this Honble Court that the Bill in question was drawn by Chincalapoody Sitteramiah his the said Condraigula Juggernaut Rows Vakeel, in favor of the Complainant and that the name of your Petitioners said Testator does not appear therein - And the said Andrew Scott doth in his said Deposition further Shew that the Superior Government of Fort St. George did take up such the Complaint of the said Condraigula Juggernaut Row to the said Chief and Council of Masulipatnam and direct your Petitioners said Testator to answer the same, that he did so and that upon the proceedings thereon having been Transmitted to the said Superior Board it appears they were convinced that the said Complaint of the said Condraigula Juggernaut Row was unfounded, for that they did ever after remain silent thereon, and that such must have been the fact, is deducible from the Deposition of the said Andrew Scott for speaking his Sentiments having

having been interrogated he says that it appeared that Condraigula Juggernaut had promised one thing to your Petitioners said Testator and stated another to the said Chief and Council.

Thirdly — Because it is Evident that there was a Collusion between the Complainant the said Vera Permaul pillay the said Condraigula Juggernaut Now and the said Chincalapoody Sitteramiah, and which is so clearly setforth and so plainly Established in the pleadings by your Petitioners said Testator, that it were improper to Dwell largely thereon at this time and therefore your Petitioners beg leave to Claim the attention of this Honorable Court to the out lines thereof only, and thereupon shews that the said Bill of Exchange was Transmitted to her Testator in the month of July One thousand seven hundred and Eighty six, that it was accepted by the said Condraigula Juggernaut Now on the Twenty fifth of the said month that on the Twenty Eighth day of August following he paid in part thereof the Sum of Four thousand Nine hundred and Eighty one Pagodas and Twelve fanams, and that on the next day your Petitioners said Testator informed the Complainant thereof on the fifteenth of the month of September your Petitioners said Testator again addressed the Complainant informing him that he could not get any more money from the said Condraigula Juggernaut Now, and desiring to know what steps should be taken with him the Complainant then applied to the Drawer of the Bill, and on the Twenty first of the said month of September thus expressed himself to your Petitioners said Testator "I fear all is not right with Juggapah when he and his man are using Expedients to deceive me" on the Twelfth of October following he again wrote to your Petitioners said Testator and after having thanked him for the trouble he had taken he added —

I

I have got Peer maul to take the matter off my hands, as it was entirely at his desire I advanced the money - I have therefore to request you will be pleased to send the Bill to me by Tappy a Jam to deliver it up to Permaul who indemnifies me, and settles the balance - on the Twenty fourth of the same month he acknowledged the Receipt of the said Bill which he said he hoped soon to see an end of, and again expressed his Obligations to your Petitioners said Testator for the trouble he had had in the business - And here your Petitioner Sheweth unto this Honble Court the said Collusion between the parties hereinabove alluded to, commenced The Bill was given up to the said Veerapermaul Pillay the warmly interested Friend of Inggapah and the first step that appears to have been taken in consequence was a Petition from Condraigula Juggernaut Row to the Chief and Council of Masulipatnam as hereinabove mentioned against your Petitioners said Testators and it appears by the Deposition of the said Andrew Scott that the same must have been long in agitation before the Masulipatnam Board which giving Credit as it appears to the facts stated in that Petition Seems to have given Encouragement to the said Condraigula Juggernat Row and which probably kept alive the hopes of the said Veerapermaul Pillay until the procedings in the said Petition were Transmitted to the said Supreme Board at Fort St. George who it appears saw the business in a very unfavorable light as they remained ever silent thereon and then it would seem and not till then when Inggapahs Credit appeared to have been ruined the said Veerapermaul Pillah is said to have returned back to the Complainant the said Bill of Exchange upon pretext as stated by the Complainant that will not your Petitioner humbly hopes receive any manner of sanction from this Honble Court for your Petitioner

Submits

submits unto this Honble Court that the several matters and things connected with the Transaction being considered such a pretext must appear altogether fallacious - and your Petitioner further submits unto this Honorable Court that it must appear very Extraordinary that the said Permaul Pillah should take upon himself the payment of the balance due on the said Bill of Exchange and indemnify the Complainant in the premises for no other reason than that he the said Verapermaul Pillah had desired the Complainant to take the said Bill, and Equally Extraordinary that the said Verapermaul Pillay should not have been made acquainted for it is pretended he was not with the Circumstances stated in the Complainants Bill of Complaint and Replication notwithstanding his friendship with the said Condraigula Juggernaut Row and notwithstanding the drawer of the said Bill the Servant of the said Condraigula Juggernaut Row was in Madras until the month of March One thousand seven hundred and Eighty seven when the said Condraigula Juggernaut Row had became a Bankrupt and this Respondent humbly submits to this Honorable Court that it must appear so very Extraordinary as not to be Reconcileable with the reason that the Complainant who says the matter was cleared up to him when the said Verapermaul Pillay returned the said Bill of Exchange should have remained from that time March One thousand seven hundred and Eighty seven altogether careless and indifferent until the month of May in the following year when the Complainant by his own shewing would make it appear that he still held the said Condraigula Juggernaut Row accountable for the balance due on the said Bill of Exchange as the same was stated by your Petitioners said Testator for he seems to have made a demand on

on him about that time as appears by the letter of Charles Baker the Attorney at Law of the the said Condraigula Juggernaut Row Exhibited in the pleadings but your Petitioner humbly submits to this Honble Court that the said demand doth indicate a renewal of the collusion between the parties that had so long lain Dormant for the letter of the said Charles Baker doth shew that at the time it was written and at the time the Complainants said Application was made to the said Condraigula Juggernaut Row that your Petitioners said Testator had in the Complainants hands a Sum of money, and the said Condraigula Juggernaut Row in answer to the Complainants said application recommends to detain out of such the property of your Petitioners said Testator the Sum of Three thousand five hundred Pagodas which he said was the Sum which your Petitioners said Testator had misapplied of the said Sum of Eight thousand Pagodas together with

with Interest due thereon, and in proof of such the Revival of the said Collusive practices the Complainant did Accordingly follow the Recommendation of the said Condraigula Juggernaut Row through his said Attorney at Law, and refuse to deliver up to your Petitioners Testator his said property until Compelled so to do, by the course of Law And your Petitioners Sheweth that upon such the refusal of the Complainant your Petitioners said Testator did represent to the Complainants Partner the injustice of the measure and demand immediate restitution of his property, but he could not obtain any manner of satisfaction on the contrary in order to keep the posession he held the Complainant did on the Sixteenth day of August following, Exhibit and file his said Bill of Complaint in the said Mayors Court against your Petitioners said Testator and your Petitioner humbly submits to this Honorable

Court

Court that it is not to be Credited that the Complainant if he had nearly been as he pretends to be the only Person interested in the said Bill of Exchange, and that the amount thereof had actually been paid out of his own proper monies to the Drawer thereof would have remained so unconcerned for so many months when so large a Sum as nearly Six thousand Pagodas was at a Stake - And your Petitioner further submits to this Honorable Court that the said Mayors Court having had before them such a Variety of proofs of Collusion and unfair practices on the part of the Complainant in confederacy with the said Veerapermaul Pillay Condraigula Juggernaut Row and Chincalapooly Sitteramiah ought to have dismissed the Complainants said Bill of Complaint -

Fourthly — Because there was no Evidence in Opposition to the several matters and things setforth and averred in the answer of your Petitioners said Testator Except as hereinabove mentioned, and although the said Answer was not upon Oath as your Petitioners said Testator was not then in Madras, but had long before departed for Europe yet your Petitioner Sheweth unto this Honorable Court that the Complainant did consent to receive the same, and therefore the several matters and things therein contained are to be Considered and received in the same manner and Entitled to the same Weight in Evidence as if an Oath had been Administered thereon; your Petitioner admits that the Complainants in Answering the Cross Bill of Complaint of her said Testator did state Various matters in opposition to the said Original answer and that the said Cross answer is upon the Oath of his the Complainants Constituted Attorney Thomas Cockburn but your Petitioner Sheweth unto this Honorable Court that when the said Answer was so Exhibited in the said Mayors Court

Court your Petitioners said Testator did by his Attorney in Court object thereto, and the said answer was received by the said Mayors Court in opposition to such objection as will more fully and at large appear by the Extracts of Minutes of the said Mayors Court hereunto annexed, and prayed by your Petitioner to be taken as part of this her Petition and appeal, the Originals being ready to be produced at the hearing. And your Petitioner Sheweth unto this Honorable Court that the said Mayors Court in over ruling such the Objection of your Petitioners said Testator and allowing the said answer to be fyled without the Oath of the Complainant then Crofs Defendant did deprive your Petitioners said Testator of all the benefit and advantage meant and intended to be derived from a discovery upon the Oath of the Complainant and thereupon your Petitioner submits to this Honorable Court that the said answer of the Complainant, is no manner

manner of Evidence and if it were your Petitioner further submits that it is replete with palpable Contradictions, and therefore instead of giving aid and support to the Pleadings of the Complainant in the Original Cause does absolutely tend to Destroy the same and demonstrate that he had no fixed case upon which he could rely and was therefore necessitated to vary the same according to the matters and things urged by your Petitioners said Testator in his defence to the Complainants said Original Bill of Complaint - And your Petitioner begs leave to observe that the said Crofs Answer of the Complainant is altogether inconsistent and irregular insomuch as the Complainant does therein sometimes speak in his own Person, some times by his said Attorney and sometimes the said Attorney speaks himself to all intents and purposes as if he had been a party in the said Bill of Complaint -

Fifthly Because the Complainant in bringing

bringing his action against your Petitioners said Testator did as a foundation therefor state that your Petitioners said Testator was his the Complainants Agent, and as such did in compensation for his Trouble receive a certain Commission and that therefore he became liable to pay unto him the Complainant not only the whole of the said Sum of Eight thousand Pagodas which it is pretended was paid on account of the said Bill of Exchange, but also the remaining Sum of Two thousand Pagodas which it is admitted he did not receive on any account but which it is pretended he might have received had he done his duty in the premises and to Shew that your Petitioners said Testator was the Agent of the Complainant an Account Current is introduced in the pleadings, in which the Complainant had given Credit to your Petitioners said Testator for Commission as his Agent, but your Petitioner submit to this Honble Court that to shew the

the fallacy of the said account and the Artifice of the Complainant in framing the same, it is only necessary to state that the same was made up by the Complainant long subsequent to the return of the said Bill of Exchange and when the same was in the custody of the said Veerapermaul Pillay and at a time when the Collusion hereinabove Noticed was working to injure your Petitioners said Testator and in order to shew the untruth of the assertion of the Complainant that your Petitioners said Testator was his Agent and as such received the usual Commission your Petitioner says that her said Testator did in his said answer setforth the Extract of a letter by him addressed to the Complainants some time previous to the Existence of the said Bill of Exchange, therein informing him that he would not receive any Commission for any Business he might Transact for him the Complainant at Masulipatnam, and which

letter

Letter your Petitioner Shweth has been admitted by the Complainant who has not produced one Single Witness to support his said assertion, nor the Account Current upon which it is founded – And your Petitioner humbly submits to this Honorable Court that even had her said Testator actually been the agent of the Complainant and received his Commission as such and that he had actually received the whole of the said Sum of Eight thousand Pagodas upon account of the said Bill of Exchange but the contrary is the fact, yet he could have been accountable only for so much as he had received and not for the Sum of Two thousand Pagodas which he did not receive; and the more particularly as the Complainant did require from him the return of the said Bill of Exchange and the same was returned to him accordingly by your Petitioners said Testator a very short time after payment of any Sum thereon by the said Condraigula Juggernaut Row and the same has been in his the Complainants possession or in the possession of the said Veera Permaul Pillay ever since that period and therefore the said Decree of the said Mayors Court upon every principle of Law and Justice must be erroneous –

And your Petitioner Shweth unto this Honorable Court that she is advised that the said Order of the said Mayors Court whereby they did dismiss the Exceptions of your Petitioners said Testator to the Depositions of Condraigula Juggernat Row and Veerapermaul Pillay is Erroneous and that the said Exceptions ought to have been held good for your Petitioner submits to this Honble Court that it is Evident as well throughout the pleadings as by the said Condraigula Juggernaut Rows own shewing, that he was the acceptor of the said Bill of Exchange and therefore and otherwise and interested Witness That the Testimony of the said Veera permaul Pillay is given upon matters of hearsay, and that by his Deposition he appears to be interested in favor of the Complainant and that therefore their said

said Evidence is not fair and unbiased as required by law to be -

For all which Reasons and such others as may be offered at the hearing your Petitioner most humbly prays that this Honorable Court will be pleased to Revers the said Orders and Decree of the said Mayors Court and grant unto your Petitioner such further and other Relief as in the Wisdom of this Honorable Court Shall seem meet -

/Signed/ I. Stuart Hall
Solicitor for appellant

Extracts from the Minutes of a Court Held at the Town Hall on Friday the 20th day of November Anno Domini 1795.

Present

Benjamin Roebuck Esqr. Mayor
James Call - Andrew Ross
John Mitford - James Daly
William Abbott - Alexr. Cockburn
Joseph Greenhill & Richard Chase
Sir John Menzies Bart. Aldermen

James Hodges Revived against Anne Hodges Executrix of the said James Hodges Deceased - Et. E: Contra

Bill with Copies of an Account Current and of a Bill of Exchange Marked A and B annexed Read -

Answer with Copies of three Exhibits annexed Read -

Replication with Copy of an account Current annexed Read

Rejoinder Read -

The Attorney for the Original Defendant and Cross Complainant prays that he may be permitted to withdraw the Cross Bill of Complaint upon payment of Costs to which the Attorney for the Original Complainant

Complainant and Cross Defendant objects as being Unwarranted by practice and Tending to Deprive the Original Complainant and Cross Defendant of the benefit of the Evidence of his Cross answer at the hearing of the Cause Ordered that the Motion for leave to withdraw be over-Ruled—

Cross Bill Read-

Cross Answer with several Exhibits annexed Read-

Cross Replication with an Exhibit annexed Read-

Cross Rejoinder Read-

Interrogatories on the part of the Original Complainant and Cross Defendant with a Commission Read-

One Deposition taken thereto Read-

Exception of the Original Defendant and Cross Complainant to the Interrogatories and Deposition Read-

Answer thereto Read

The Exceptions and the Answer thereto coming on to be argued and Determined in the Presence of the Attornies on hearing the Arguments made use of by the Attornies and on due Consideration had therein the Court are of Opinion that the second and third Exceptions are good it is therefore Ordered that the Disposition and Exhibit excepted to be suppressed-The Court are further of opinion that the first and last Exceptions are insufficien it is therefore Ordered that they be over-Ruled-The Mayor Dissents to the Resolution of the Court with respect to the first Exception being of Opinion that it should have been held good-

The Attorney for the Original Complainant and Cross Defendant finding that the Original Bill of Exchange stated to have been delivered into the Registry of this Court has not ben delivered into Court he now prays to deliver the same in Ordered Accordingly the Opposite Attorney not objecting thereto Interrogatories on the part and behalf of the Original Complainant and Cross Defendants Read-

Three Depositions taken thereunto Read

Interrogatories on the part of the Original Defendant and Cross Complainant with a Commission annexed Read-

Two Depositions taken thereUnto Read-

Upon the Reading the Papers it appearing to the Court that the Original Answer is not Sworn to

to and that the Cross Answer is Sworn to by the Cross Defendants Attorney Ordered that the Proceedings relative to these Matters be Read that the Court may be informed of the grounds on which these Deviations from the usual practice have accured, and that Extracts therefrom be annexed to the present proceedings—

These Causes coming on to be heard and Debated this day in the presence of the Attornies on both sides on Reading the Original Complainants Bill with Copies of an account Current and of a Bill of Exchange Marked **A** & **B** annexed the Original Defendants Answer with Copies of Three Exhibits annexed the Replication with Copy of an account Current annexed the Rejoinder the Cross Bill the Cross Answer with several Exhibits annexed the Cross Replication with an Exhibit annexed the Cross Rejoinder the Interrogatories and Depositions on the part of the Original Complainant and Cross Defendant with a Commission annexed The Interrogatories and Depositions on the part of the Original Defendant and Cross Complainant On Hearing the

the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree and doth Accordingly Order and Decree that the Original Defendant do pay unto the Original Complainant out of the Estate and Effects of James Hodges Deceased the full and Just Sum of Seven Thousand Three hundred and four star Pagodas Eight fanams and Sixty Cash /Pags. 7304.8.60/ together with all such Interest as now is or shall hereafter become due thereon until full payment is made also all Costs of the Original suit and it is further Ordered and Decreed that the Cross Bill do stand dismissed with Costs.

A true Extract
/Signed/ G. E. Atkin
Dy Regr

A true Copy
/Signed/ J. Stuart Hall
Solicitor for Appellant

Extracts

Extracts from the Minutes of a Court Held at the Town Hall on Tuesday the 1st day of November Anno Domini 1791.

Present

Josias Dubre Porcher Esquire Mayor
James Call & Henry Chichley Michell
Aldermen

Mr. Alderman Ross takes his Seat upon the Bench

Sir John Menzies Baronet
James Hodgis

Mr. Henry Dupuy Attorney for the Defendant delivers into Court the Commission issued to Manulipatnam directed to Anthony Sadlier Wm. Augustus Dobbyn and Samuel Statham Esquires the Commissioners in the said Commission named to Swear George Binny the Constituted Attorney of the Defendant to the truth of his Answer unexecuted and acquaints the Court that Mr. Binny declined taking the Oath from or Want of knowledge of that part of the Defendants Concern - He therefore prays that the answer may be admitted without Oath as the Defendant is in Europe to which the Opposite Attornies Consent - Ordered Accordingly -

A true Extract
/Signed/ G. Taylor Regr.

A true copy
/Signed/ J. Stuart Hall
Solicitor for appellant

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 31st. day of July Anno Domini 1792

Present

Andrew Ross Esquire Mayor
Willm. Webb & Henry Chr. Nichell
Aldermen

Sir John Menzies Baronet
vers
James Hodges Et. E. Contra

The Attorney for the Cross Complainant acquaints the Court that many Peremptory Rules have issued for the Cross Defendant to answer the Cross Complainants Bill which he has neglected doing and therefore prays that unless the answer be filed by next Court day the Original Bill be dismissed Ordered Accordingly further day is given the Cross Defendant to answer the Cross Complainants Bill by next Court day indefault of which the Original Bill to be dismissed

A true Extract
/Signed/ G. Taylor Regr

A true copy
/Signed/ J. Stuart Hall
Solicitor for Appellant

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 7th. day of August Anno Domini 1792

Present

Andrew Ross Esqr. Mayor
John Mitford & Alexander Cockburn
Aldermen

Sir John Menzies Bart.
vers
James Hodges
Et. E. Contra

The Attorney's for the Cross Defendant pray leave to file the Cross Defendants Answer and that the same may be received without Oath to which the Attorney for the Cross Complainant objects as the same is not Sworn to and prays till next Court day to Consider of the sufficiency of the answer and whether he can without prejudice to his Client admit it without Oath - Ordered Accordingly -

A true Extract
/Signed/ G. Taylor Regr

A true copy
/Signed/ J. Stuart Hall
Solicitor for Appellant

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 14th day of August Anno Domini 1792

Present

Andrew Ross Esqr. Mayor

John Mitford & Willm. Abbott

Aldermen

Sir John Menzies Bart.

James Hodges

Esqrs

Ex. Ex. Contra

The Attorney for the Cross complainant prays to inform the Court that he has perused the Cross Defendants Cross Answer and cannot in his Judgment without prejudice to his Client receive the same without Oath according to the indeviable practice of this Court except by consent of parties and therefore prays that the Original Bill be dismissed for want of an Answer to the Cross Bill in conformity of the Order of the Court of the 31st. ultimo The attornies for the Cross Defendant in Objection thereto inform the Court that when the Order from the King in Council for the Original Defendant to Answer was received – the Complainant and Defendant were both in Europe that the Attorney for the Original Defendant having informed the Court that he had drawn out the answer from the Instructions he had received from the Defendant While in the Jurisdiction of this Court the Attornies for the Complainant agreed to receive the Answer without Oath they now present to the Court the Answer of the Cross Defendant drawn from the information contained in the Instructions they receive from the Original Complainant while in the Jurisdiction and from the Additional information they have since received from the Constituted Attorney of the Original Complainant respecting the merits of this Cause they further inform the Court that they hope from the Similarity of the Circumstances that the Cross Defendants Answer will be received without Oath; if however the Court should be of opinion that from the Attorney for the Cross Complainant objecting thereto it cannot be admitted without

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th day of August Anno Domini 1792.

Present

Andrew Ross Esqre Mayor

Willm Webb & Benjn Roebuck

Aldermen

Sir John Menzies Bart

Attst

James Hodges

Et Ci contra

Extracts from the Minutes of Court of the 31st July & 7th and 14th August Read — Order of the King and Council Read -

The Court having taken the same into Consideration it is Ordered That the Answer of the Cross Defendant by his Attorney Thomas Cockburn be received and that he do Swear thereto -

Cross Answer with Copy of several Exhibits annexed

annexed Sworn to in Court by Thomas
Cockburn and filed this day -

A true Extract

/Signed/ G. Taylor Regr

A true Copy

/Signed/ J. Stuart Hall

Solicitor for Appellant

To the Right Honorable Lord Hobart

President in Council

Fort Saint George

In the Hon^ble the Court of
appeals Madraspatnam

Between Sir John Menzies Baronet
complainant and anne Hodges Executrisc of
the last Will and Testament of James Hodges
heretofore of Masulipatnam Esquire deceased
Defendants -

The Answer of the above named complainant Sir John
Menzeis Baronet to the Petition and appeal of the abovenamed Appellant
The said Respondent for answer to the said Petition
and appeal or unto as much thereof as this Respondent is advised
to be material for him to make answer unto answereth and Saith that
he admits (as stated by the appellant in her said Petition and
appeal) that he this Respondent some time on or about the Six:
teenth day of August which was in the year of our Lord one thousand
Seven hundred and Eighty Eight did exhibit and file his Bill of Com:
plaint in the Mayors Court of Madraspatnam against the Testator
of the said appellant the abovenamed James Hodges and did thereby
and thereby set forth that the appellants said Testator did stand
indebted

Filed in my office
the 25th January 1796
J. Webbe Clk

Indebted unto this Respondent in the full and Just Sum of Star Pagodas Seven thousand three hundred and four, eight fanams and Sixty Cash making in Sterling Money of great Britain at the rate of Eight shillings for every Pagoda the Sum of Two thousand Nine hundred and Twenty one Pounds thirteen Shillings and Nine pence or thereabouts and for particulars did Refer to an Account Current marked A to the said Bill annexed and also to a Copy of the said Bill of Exchange the Original of which this Respondent did State to be in his Possession and Ready to be produced whensoever the same might be required and that this Respondent in and by his said Bill did allege and Charge the several matters and things as in the said Petition and Appeal is particularly recited Save and except that in the said Bill of Complaint so as aforesaid filed by this Respondent against the Petitioners Said Testator it was stated and alleged that Veraperamaul pillay therein particularly mentioned advised this Respondent to Send for the Bill of Exchange (also in the said Bill of Complaint particularly noticed) from Masulipatnam in Confidence of the circumstances of the said Condraigula Jaggernaut Raw

Raw not being so disparate as the Petitioners said Testator had Represented them to be and which said Statement differs from the recital in the said Petition and Appeal in as much as it is thence to be inferred (and which is Occasioned by the Omission of the Mony syllable) that the said Veeraperamal was not only informed of but Actually Acquiesced in the truth of the Representations of the Petitioners said Testator regarding the Circumstances of the said Condraigula Jaggernaut Raw and this Respondent further admits that he did in his said Bill of Complaint pray that the Petitioners said Testator might be decreed to pay to this Respondent the said Sum of Star Pagodas Seven thousand three hundred and four, eight fanams and Sixty Cash together with all Interest and Costs of the said Suit and this Respondent doth admit that the Petitioners said Testator did file his answer to the said Bill of Complaint in the said Mayors Court and did deny to stand indebted unto this Respondent in the Sum of Star Pagodas Seven thousand three hundred and four, eight fanams and Sixty Cash or any other Sum whatever as the same was as he pretended unjustly Charged in the said Bill of Complaint and by the said Exhibits thereto annexed and did in his said answer pretend that the Action was irregularly brought as against

Against him the said Testator and did further in his said answer pretend that this Respondent had Confederated with the drawer and Acceptor of the said Bill in Order to defraud him the said Testator but which this Respondent hath altogether denied and humbly Submits that the bare Surmises and unfounded Suspicions with which the said Answer and Petition of appeal are replete can have no weight whatever with this Honorable Court and this Respondent further admits the several matters regarding the said Covenants of Condraigula Jaggernaut Raw and the prier debt of Opparaw to the said Testator to have been Setforth in the said Answer as the same are recited and this Respondent doth admit that the said Testator did further allege in his said answer that he was not in the Agency Business and that he transacted business for this Respondent merely from Motives of personal regard and that he received the Bill of Exchange disinterestedly and with a view of doing his utmost to receive the amount thereof from the Accepter and that had the Bill been transmitted to him by any other person he would certainly have declined the trouble for the Obvious Cause of his having demands on the Accepter on his Own private Account but that as both transactions were of a

Simple

Simple nature he did not apprehend that any event could follow his Compliance with this Respondents desires so Contrary to the union and Confidence that then Seemingly subsisted between them and this Respondent further Submits that the falsity of the Several matters as Stated in the said Petition and appeal are almost too glaring to need bring further noticed for this Respondent begs to shew that the said Testator by the admission of the Account under which he was Credited for Commission, proves that he was in the Commission Business and of Course at the Same time the falsity of his own Answer and tho he urges his view of doing his utmost to receive the Amount of the Bill it is suffeciently proved by the Testators own pleadings and the Witnesses he has brought forward to Support them that his intention was to have applied the Amount to the discharge of his pretended Claim and this Respondent further submits that if the circumstance of the Testator having demands on the person on whom the Bill was drawn could have Operated with him so as to have Rejected the Negoceation for a Stranger surely had the intentions of the Testator towards this Respondent been fair and honest he would have allowed the same Circumstance to have influenced him Regarding this Respondents

Interest

Interest or would at least have apprised him of his having private demands on the said Condraigula Jaggernaut Row and this Respondent Submits that the Answer of the said Testator as recited in the said Petition of Appeal is the Strongest proof of the decided partiality of the said Testator towards himself to the entire exclusion of every Ideal of regard towards the Interest of this Respondent and this Respondent humbly begs further to Submit that as the Petitioners Testator did Acknowledge the Receipt of the Sum of eight Thousand Pagodas from the Acceptor of the Bill on the day the same became due the bare Circumstance of his Saying that he did take the Amount of his own pretended claim from the said Sum without shewing by what authority he did take it must additionally prove the want of truth in the Several matters advanced by the said Testator in his said Answer and this Respondent in further Answer to the said Petition of Appeal doth admit that the said Testator did Say that this Respondent was was fully and entirely acquainted of the Nature of the Several transactions Relating to the payment of three Thousand four hundred and Seventy One Pagodas twenty Seven fanams and forty Cash made by Juggapah to him the said Testator and that no further Sum than the said four thousand five hundred And

and Twenty eight Madras Pagodas eighteen fanams and forty Cash had been paid on Account to the Bill and that the same appeared by the shewing of this Respondent but which this Respondent did and doth most Solemnly deny and doth further deny that he ever Received from the Petitioners said Testator any intimation whatever either of the private Claim of the said Testator upon the said Condraigula Jaggernaut Row or that he the said Testator had received from Juggapah on the Twenty eighth of August One thousand Seven hundred and Eighty Six, any further or other Sum of money than he the said Testator had endorsed on the back of the said Bill and though the Petitioners said Testator had urged that Veerapermaul pillah in his said Answer Mentioned had been fully informed by this Respondent of the Payment made by Juggapah on the Twenty eighth of August One thousand Seven hundred and eighty Six yet this Respondent Submits that it was not in his power to give the said Veerapermaul Pillah any further information of the Payment so as aforesaid made on the said Twenty eighth day of August than he this Respondent had Received from the Petitioners said Testator to wit that the

the

the said Testator had Received from Juggapah the Sum of four thousand five hundred and Twenty eight Madras Pagodas eighteen fanams and forty cash and in answer to that part of the said Petition and Appeal and the answer of the Petitioners said Testator wherein the several Letters written by this Respondent to the said Testator are particularly noticed and from which Letters conclusions are attempted to be drawn unfavorable to this Respondents case this Respondent humbly submits that they tend to prove that (se long as the Petitioners said Testator had been silent as to the Receipt of any greater Sum than that endorsed on the back of the Bill and was constantly sending information to this Respondent that Juggapah had not paid any further Sum) this Respondent was altogether unwilling to believe any thing injurious to the Character of the Petitioners said Testator and further tend to evince or continued and unshaken but erroneous and mispleased Confidence in the Petitioners said Testator and this Respondent begs further to Submit that the several pretended arguments as to the Confideracy of this Respondent with the said Veerapermal Pillah and Condraigula Juggernaut row

Juggernaut Row are fallacious and untrue and this Respondent further submits that the Complaint alleged by Juggapah against the Petitioners said Testator before the Chief and Council at Masulipatnam when he found that the Bill of Exchange was actually to be Returned and that his Credit would thereby be prejudiced is further concurrent testimony of the actual entention of the application of the whole of the money to wards the discharge of the Bill and as to the pretence of the said appellants Testator that the said Condraugula Juggernaut Row was urged to make this Complaint by evil disposed persons this Respondent submits that such pretence is equally inconsistent and unsupported by any Testimony whatever and this Respondent further begs to State that it was under the impressions aforesaid that the Petitioners said Testator had fairly and fully Represented the circumstances to this Respondent that he this Respondent wrote for the return of the said Bill and not as the Petitioners said Testator did Idly and falsely endeavour to insinuate with a view of concerting measures with Veerapermaul Pilly and Condraugula Jaggernaut Row to fasten the responsibility upon

upon the Petitioners said Testator resting upon the Evidence of the said Condraigula Jaggernaut Row and this Respondent saith that such insinuations are equally Idle as they are untrue for this Respondent requiring the return of the Bill of Exchange or allowing it to remain in the hands of the said Testator could neither alter expedite or in any way facilitate such views of this Respondent had even ever entertained them but it was necessary the said Testator no doubt thought that what he could not Substantiate by proof he should insinuate and endeavour to impress by constant and repeated aspersions on the Characters of this Respondent the said Veerapermaul Pillay and Condraigula Jaggernaut Row And this Respondent begs to observe that tho the Petitioners said Testator in his said answer thought it proper and convenient for his purposes to say that the said Condraigula Jaggernaut Row had become a Bankrupt since his accepting the said Bill and the time of the return of the said Bill to this Respondent and that he the said Juggapah was in the Month of July one thousand Seven hundred and Eighty Eight at Madras to answer charges of a very heavy and grievous Nature in Respect to his

arrears

arrears of the farms he Rented from the Honorable Company in the Masulipatnam district and on account whereof he had been removed from the said farms This Respondent submits that the said aspersions are without any proof thereof attempted to be given by the Petitioners said Testator to Support them and If taken as true and the truth whereof as far as goes to the removal of the said Condraigula Jaggernaut Row from the said farms on account of arrear of Rent this Respondent does not dispute the Circumstances are greatly favorable to this Respondents Case and Correspond in several points with the Depositions on the part of this Respondent namely that the said Condraigula Jaggernaut Row in his Situation as Renter of Chare Mahal in the Masulipatnam district directly under the orders and Controul of the Honorable said Company That he Juggapah was in arrears to the Company on account of his Rent That the particular funds appropriated for the payment of the Petitioners said Testators demand as a Creditor of apparow were the rents and issues of the said Farms in the said district of Masulipatnam that the said Company had deprived the said Juggapah of the said farms

on

on account of his being in arrear and Consequently deprived him of the means of Satisfying the privat Creditors of apparow that all these Circumstances must have been and absolutely were within the knowledge of the Petitioners said Testator that it was the peculiar duty of the Petitioners said Testator to have co:operated with the Chief and others the Members of Council at Masulipatam aforesaid in the Prevention of any part of the Rents and issues of the said farms being applied towards the liquidation of private Claims untill the arrears due to the said Company should have been fully discharged and that consequently either the demands of the Petitioners said Testator on account of the said private Debt of apparow(and more particularly considering their relative Situations) and the appropriation of the money received on the Twenty eighth of august One thousand Seven Hundred and Eighty Six were in Direct violation of every principal of Justice or common honesty and this Respondent doth admit that the Petitioners said Testator in his said answer did further say that he believed the Copy of the said Original Bill of Exchange annexed to this Respondents Bill of Complaint was a true copy

copy of the said Original Bill of Exchange so as aforesaid transmitted to the said Petitioners Testator for the purpose of obtaining the Payment thereof from the Said Condraigula Jaggernaut Row and this Respondent doth admit that to the answer of the Petitioners said Testator he did file his Replication and therein did say that the Petitioners said Testator was duly indebted unto this Respondent as charged in his said Bill of Complaint and did further say that the Bill of Complaint had been Regularly brought as against the Petitioners said Testator and did deny to have confederated with the said Condraigula Jaggernaut Row or Chinnacalapoody Setteramiah as the drawer of the said Bill and that he this Respondent had never entertained any view or design as was unjustly stated in the Petitioners said Testators answer as aforesaid of defrauding the Petitioners Testator in the premises nor had he stated any fact or charged any matter or thing against the Petitioners said Testator otherwise than as the Conduct of the Petitioners said Testator appeared to merit from the knowledge and information which this Respondent had

had Received thereof at the time he filed his said Bill of Complaint and which he believed he would be able fully to prove to the Satisfaction of the said Mayors Court in the Course of the proceedings in the said Cause and this Respondent doth admit that in his Replication he did further state and insist that the Petitioners said Testator did act as the attorney or agent of this Respondent in the premises and did receive his commission as agent therein as well as in other matters for that the account Current annexed to this Respondents Bill of Complaint did state the Credit given by this Respondents in his Account Current with the Petitioners said Testator under date the thirty first day of December which was in the year of our Lord One thousand Seven hundred and eighty Six of the Sum of forty nine Pagodas thirty four fanams and Twenty two Cash as being the Commission of one per Cent on the Sum of Madras Pagodas four thousand five hundred and Twenty eight eighteen fanams and forty Cash or Star Pagodas four thousand nine hundred and eighty one and twelve fanams being the same which this Respondent at that time Considered as all

all that the Petitioners said Testator had received for account of this Respondent in part of the said Bill of Exchange and which part of this Respondents said Replication the said appellant had omitted to recite —

And this Respondent begs to shew that he did in his said Replication further state (and which the said Petitioners hath also omitted to recite in her said Petition and appeal) that the said Petitioners Testators annual instalment or Claim of three thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash on the said Condraigula Jaggernaut Row had been due since the tenth day of april then Preceding and though both parties that is to say the Petitioners said Testator and the said Condraigula Jaggernaut Row had avowedly been at Masulipatam from the said Month of april until the twenty fifth day of July following the said Condraigula Jaggernaut Row had not extenguished any part of the said Claim and as the Petitioners said Testator allowed that when he presented the Bill for acceptance he reminded the said Condraigula Jaggernaut Row of his promise of payment and

and again as he's said demanded payment thereof whereupon the said Condraigula Jaggernaut Row did repeat his — Promise of payment and did assure the Testator of the Petitioners that the payment of the Bill should be no impediment thereto for that he would punctually pay them both that after Condraigula Jaggernaut Row had accept: :ed the said Bill and between that time and the day of — payment the Testator of the said Petitioner did repeat his said demand and particularly on or about the twenty third or twenty fourth day of the said Month of august when the Petitioners said Testator pretended that the said Condraigula Jaggernaut Row promised to pay the amount of his demand the following day and apart of the said Bill at the same time that the said Condraigula Jaggernaut Row did on the twenty eighth day of august send the sum of Seven thousand six hundred Madras Pagodas out of which the Appellants Testator did take the sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash in discharge of the aforesaid annual payment due on the aforesaid tenth day of April and did — endorse

Endorse the said Bill of exchange with the Receipt of the sum of four thousand five hundred and twenty eight — Pagodas eighteen fanams and forty Cash as being so much received an account thereof which the Petitioners said Testa: :tor pretended to have been regular and according to his aforesaid promise and in performance of his aforesaid Cove: :nants and that he informed Condraigula Jaggernaut Row thereof which the said Testator said was in consequence and in course approved by him and that he afterwards stated the receipte of the further sum of four hundred Madras Pagodas received on the same or next day in — part of the said Bill which he endorsed on the back thereof and acquainted this Respondent with his having received the said sums an account thereof making together as he said the said sum of four thousand five hundred and twenty eight Pagodas eighteen fanams and forty Cash and that after the said twenty eighth of august he did Constantly apply to the said Condraigula Jaggernaut Row and deman: :ded payment of the remaining sum of five thousand four hundred and seventy one Madras Pagodas twenty seven - fanams and forty Cash who did repeatedly promise to pay the

the same and did not pretend that a larger sum than four thousand five hundred and twenty eight Pagodas eighteen fanams and forty Cash endorsed or received on the said bill had been paid on account thereof as he well knew/as the Testator of the Appellant said/that he could not in his conscience say he had paid any further sum on that account which state of Facts the said Testator had referred to the said Mayors Court in Reply to which this Respondent did in his said Replication pray to observe as the same is set forth and stated in the said Petition and appeal -

This Respondent begs to point out to this Honorable Court that he did in his said Replication also notice the following Circumstance To wit That the Testator of the Petitioner having achnowledged that he took the sum of three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash in discharge of the annual payment as aforesaid and endorsed the remainder of the seven thousand Five hundred Pagodas to wit the sum of four Thousand one hundred and twenty eight Pagodas eighteen fanams and Sixty Cash on the Bill of Exchange was that confession of the fact charged by this Respondent

Respondent which when combined with the other circumstances as charged in this Respondents Bill of Complaint and therein after in his said Replication more fully explained would he hoped give him this Respondent full Claim to the sum for which this Respondent had brought his Suit against the said Petitioners Testator and this Respondent sheweth that the said Petitioners hath not thought proper but hath wilfully omitted to recite the aforegoing part of this Respondents Replication in her said Petition and appeal -

And this Respondent saith that the said Petitioner in further prosecution of her unjust designs hath moreover failed to recite in her said Petition of appeal a very material part of this Respondents said Replication the tenor and purport of which is as follows To wit That Anthenna Peentatoo the man who then acted as Cash Keeper to the said Condraigula Jaggernaut Row had most solemnly declared that he paid unto Bundy tha Venea tanarasoo then the Cash Keeper to the said Testator of the Petitioner the Sum of Eight thousand Madras Pagodas in part and on account of the said Bill of Exchange of Ten thousand

thousand Madras Pagodas drawn on the said Condrapy Jaggernaut Row by the said Chinealapoody Sittarramea as his Vakeel and for no other use entent or purpose whatever —

And the Respondent doth further admit that in his said Replication he did say that he had thanked the Petitioners said Testator for his trouble under the impression that he the said Petitioners Testator was acting with a friendly zeal for the interest of this Respondent and not harbouring the least suspecion that under the mask of such a Character he the Testator of the said Petitioners was converting this Respondents property to his / the said Testators own purposes —

And this Respondent begs further to shew that in addition to that part of the said Replication recited in the said appellant wherein this Respondent did state the unmerited ensinuation regarding the allowance of Commission made by this Respondent in the account Current closed with the said Testator on the said first day of December one thousand seven hundred and eighty six to be unfounded this Respondent did further beg to observe that the Petitioners said Testator was regularly credited for every other sum received for account of this Respondent as well as for the sum of four thousand five hundred and twenty-eight Pagodas eighteen Fanams and forty Cash so received by the Petitioners said Testator / and as he pretended as all he had received / in part payment of the said Bill of Exchange — And this Respondent did in his said Replication add that he submitted the several matters therein stated to the consideration of the said Mayors Court as a detailed explanation of his Conduct in the premises and to support his claim against the said Petitioners Testator and to clear himself from the several harsh unwarrantable charges of Litigiousness vexation and iniquity as set forth against this Respondent in the Answer of the Petitioners said Testator — And this Respondent humbly begs to Submit that however easy it may be and however the Petitioners said Testator might have thought it would have answered his purpose to make use of the several strong expressions / with which the said Answer is replete / with the intent to defame and blacken the Character of this Respondent yet this Respondent is Satisfied that this Honorable Court will Consider them

them as the malignant effusions of a disappointed and enraged mind —

And this Respondent in further answer to the said Petition of Appeal sayeth he admits the Petitioners said Testator did to the said Replication file a Rejoinder and which Rejoinder this Respondent submits is a mere repetition of the false and scandalous assertions and fallacious and desultory arguments with which his said Answer is crouded. And this Respondent sheweth that the said Appellant aware of the weakness and inconsistence of the Contents of the said Rejoinder hath omitted to recite several parts thereof - And in answer to that part of the Rejoinder wherein the admission of Juggapah being actually indebted to the Petitioners said Testator (at the time the said Bill of Exchange came to the Hands of the said Testator) is attempted to be fastend upon this Respondent this Respondent begs to observe that as it was a matter not within his knowledge whether Juggapah was or was not indebted to the said Testator he this Respondent (not being so bold in what he hath advanced as the said Testator doth appear to have been) did not take upon himself to say that Juggapah was not indebted to him - And this Respondent begs to observe that

that that is all the admission the said Testator could in fact have boasted - and even if this Respondent had positively admitted the said matter, this Respondent submits it could argue nothing in favor of the Appellants Case for the ground or which this Respondent commenced his action was that the Money to wit Eight thousand Pagodas paid to the said Testator on the twenty eighth day of August was wholely paid on account of the said Bill and not in discharge of any private Claim which the said Testator ever might have had. but this Respondent submits that it being now proved that at the time the Bill came to the Hands of the said Testator (and long before) he the said Testator had no right to demand the amount of his said pretented claim or to appropriate any part of the said eight thousand Pagodas towards the liquidation thereof but that on the Contrary the conduct of the said Testator amounted on his part to an absolute extortion, and was directly in opposition to every principle of public and private duty —

This Respondent sheweth that that part of the Rejoinder is omitted wherein said Testator had said it was frivolous and contrary to reason to pretend that (because the Testator

"Testators demand had lain dormant from the Tenth day of April
"to the twenty eighth day of August and because the sum
"paid was so paid on the day the Bill became due) the said
Sum of Eight thousand Pagodas was paid on account of the
Bill. whereas this Respondent submits that the circum-
stances alluded to are incontestible proofs of the intention of
Juggapah in applying the whole amount towards the discharge
of the Bill and to no other purposes whatever for the non-
payment of the said Testators demand on the day he pretends
it ought to have been paid or at any intermediate time between
that and the day when the payment of the Bill became due
unquestionably demonstrates that he was desirous of discharg-
ing the amount due upon the Bill and that he was not
desirous of paying the Testators pretended claim

And this Respondent in further Answer to the said
Appellants Petition and Appeal saith that he admits (as
shewn by the said Petition and Appeal) that the appellants
said Testator in aid of his said Answer to this Respondents
said Bill of Complaint did file and exhibit his Cross
Bill of Complaint against this Respondent in the said
Mayors Court

Mayors Court and that he did amongst other things setforth that he
was then Defendant in the said Mayors Court at the Suit of this
Respondent and that having great trust and confidence in the fidelity
and punctuality of this Respondent he the said Defendant did
employ this Respondent some time in the year One thousand
seven hundred and eighty six, as a Merchant to transact his business
at Fort Saint George consisting entirely of the Receipts of money and
in payments thereof to a very Considerable amount and that this
Respondent had occasionally requested the said Defendant to undertake
the management of his business at Masulipatam And did in his
said Cross Bill further state that he the said Testator did not
regard that he aded on such occasions and did declare unto this
Respondent that not being in the Agency business he undertook
the management thereof on his this Respondents account merely
from motives of serving him this Respondent and therefore declined
charging any Commission thereon and whereas from the said Testator
had a good expectation and hope that this Respondent would
pay a particular attention to the more important Concerns
that he the said Testator had interested to his management at
Fort Saint George And the said Testator of the appellant did
in and by such his Cross Bill as aforesaid pretend that among
other

other of the concerns wherewith this Respondent did request of the said Testator to undertake the management was the sending of a Bill of Exchange to him at Masulipatam aforesaid some time in the Month of July One thousand seven hundred and eighty Six. said to have been drawn by Chincalapoody Sitteramiah at Madras upon Condraigula Jaggernaut Row at Masulipatam for the sum of Ten thousand Madras Pagodas and made payable to this Respondent or Order thirty days sight requisting of the said Testator to do what was necessary respecting the said Bill. And further that when due to pass the same to the Credit of Francis Moracin Esquire That being willing to serve this Respondent (as the said Testator pretended) in the receipt of the amount of the said bill upon the said Condraigula Jaggernaut Row (and which this Respondent submits is altogether a Shameful and wicked pretence for the purpose of deceiving the said Mayors Court for this Respondent submits that the fair inference from the words if any honest intention can be admitted to have entered the mind of the Petitioners Testator that he was willing to serve this Respondent must be that his own claim on Juggapah should not in any way be allowed to prevent or retard the said Jaggapah from discharging the amount of this Respondents Bill of Exchange and his the said Testators

Testators entire silence towards this Respondent regarding his claim upon Juggapah is as this Respondent humbly submits additional proof of his fraudulent intentions) although the said Condraigula Juggernaut Row was (as the said Petitioners said Testator did pretend) at that time very considerably indebted unto him the said Testator to wit in the Sum of three thousand four hundred and seventy one Madras Pagodas twenty seven fanams and forty Cash arising upon certain Covenants executed by him unto the said Testator under date the tenth April One thousand seven hundred and eighty three, reciting that in Consideration of the said Condraigula Juggernaut Row having (obtained) himself of the Estate and Effects of his Uncle Vencataroyloo and of the said Vencataroyloo being at the time of his death under engagements to pay unto the said Testator the sum of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash annually for the term of Eight years on account of Charmahal and of apparous Debt due to the said Testator that the said Condraigula Jaggernaut Row had became bound to pay unto him the said Testator the like sum of three thousand four hundred and seventy one Madras Pagodas twenty seven fanams and forty Cash annually for the like term of eight years and the said Testator did

Did in his Cross Bill further state that the said Condraigula Juggernaut Row did duly pay unto him the said Sum of three thousand four hundred and seventy one Madras Pagodas twenty seven fanams and forty Cash annually on or about the year One thousand seven hundred and eighty four and one thousand seven hundred and eighty five and that there was due on the tenth of April One thousand Seven hundred and eighty Six, the like Sum of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash at which period the said Condraigula Juggernaut Row did not pay the same nor any part thereof and the whole thereof was actually due at the time the said Testator received the said Bill of Exchange and long afterwards until the same was paid by the said Condraigula Jaggernaut Row in manner thereafter shewn That both the said demands on the said Condraigula Juggernaut Row having been of a Simple nature the said Testator did not apprehend at that time that any event would follow his Compliance with this Respondents desires so Contrary to the union and Confidence that then Seemingly subsisted between the different Parties and did therefore say that when he the said Testator presented the said Bill for Acceptance he Reminded

Reminded the said Condraigula Juggernaut Row of his aforesaid debt due to him the said Testator (which this Respondent submits was not very friendly) and of his frequent promises to pay the Same That the said Condraigula Juggernaut Row did thereupon repeat his promises of payment and did assure the said Testator that the payment of the said Bill should be no impediment thereto and that he would punctually pay both demands that after the said Condraigula Juggernaut Row had accepted the said Bill and between that day and the day of payment he the said Testator did frequently repeat his said demand and particularly on or about the twenty third or twenty fourth day of the said Month of August in the aforesaid year (and which this Respondent submits was not at all evinceive of any motives of personal regard towards this Respondent but only tended to perplex and embarrass the said Condraigula Juggernaut Row in his endeavours to discharge this Respondents Bill the day before (exclusive of the three days grace) the said Bill became due according to Acceptance) That the said Condraigula Juggernaut Row did thereupon assure the said Testator that he would pay him the amount of his said demand the following day that the

Said

Said Condraigula Juggernaut Row did again break his said promise and did not until on or about the twenty eighth day of the said Month of August (the very day this Respondents Bill became due) send any money at which time the said Condraigula Juggernaut Row did send unto the said Testator the sum of Seven thousand and Six hundred Madras Pagodas on account (as the said Testator did pretend) of his demand upon him and also in part payment of the said Bill of Exchange That the said Testator did Accordingly take the aforesaid Sum of three thousand four hundred and seventy one Madras Pagodas thirty seven fanams and forty Cash in discharge of the aforesaid annual arrears of payment due on the tenth day of April One thousand Seven hundred and eighty six, and did endorse the said Bill with the receipt of the Sum of four thousand one Hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash as being so much received on Account thereof. That the said Condraigula Juggernaut Row did well know and approve thereof - and that the said Condraigula Juggernaut Row did on the same or the following day pay unto the said Testator a further Sum of four Hundred

Madras

Madras Pagodas in part of the said Bill which was also endorsed on the back thereof - And the said Testator did in his said Cross Bill further allege that he did inform this Respondent of his having Received the Sum of four thousand five Hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash (but did not pretend that he had given this Respondent information of the receipt of any greater Sum on any account whatever) - And that he did Constantly apply to the said Condraigula Juggernaut Row for payment of the remaining Sum of five thousand four Hundred and seventy one Madras Pagodas twenty seven fanams and forty Cash due on the said Bill who constantly promised to pay the same and did not pretend that he had paid a larger Sum than four thousand five hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash as he well knew he could not in his conscience say that he had paid any further Sum on that account that the said Testator did at the time of his demanding Payment of the said Remaining Sum due on the said Bill of Exchange engage to deliver up the Same in full discharge thereof and the said Testator did say that he had frequent Correspondence with this

Respondent

undertook to make Oath on or about the Second day of September in the same year that he considered the said Testator to be indebted unto him upon the Ground of the Voluntary affidivit of the said Condraigula Juggernaut Row This Respondent therein pretending (the said Petitioners said Testator did say) as in this Respondents said Bill is Stated and Charged ~

And this Respondent saith that the Testator of the said Appellant did in and by his said Crofs Bill further set forth pretend and allege that he had heard and had Reason to believe that the Bill in Question was not the property of this Respondent but that the same was drawn payable to him as a means only of the said Veerapermal Billah Receiving from the said Condrai: gula Juggernaut Row the Amount on an Account that induced him to Relinquish the Affices if this Respondent when he found they were not effectual to his purpose and also that the aforesaid Letter of the Twelfth of October was written in terms to conceal the reality of such transaction - and that it was not a delivery to Veerapermal Billah upon Condition of his ~ indemnifying this Respondent and settle the balance but that the Bill was to be returned to the said Veerapermal Billah who had undertaken to ~ manage his interest therein himself and not that the said Veerapermal Billah was to use his exertions to recover the balance at Madras on the Account of this Respondent - all which false and unsupported suggestions this Respondent humbly Submits must Operate as greatly prejudicial to the defence set up by the Petitioners said Testator and the said Testator did further in his said Crofs Bill pretend that this Respondent was informed on the Twelfth of October One thousand Seven Hundred and Eighty Six, when he desired the said Bill to be returned that the said Testator had Recieved the said Sum of Three thousand Four hundred and Seventy one Madras Pagodas Twenty Seven fanams and forty Cash and that he did relinquish the said Bill to the said Veerapermaul Billah at his desire - That this Respon: dent delivered the said Bill to Veerapermaul Billah sometime on or about the Twenty fourth or Twenty fifth of October one thousand Seven Hundred and Eighty Six, - and the said Testator did Charge that the said Condraigula Juggernaut row

was also endorsed on the back thereof and that he did accordingly inform this Respondent of his having Received the Sum of four thousand five hundred and Twenty Eight Madras Pagodas eighteen fanams and forty Cash all which this Respondent humbly Submits Amount not only to a Suppresio veri but the Suggestio falsi and the said Testator did further Charge that from such knowledge thereof and from a full Conviction of his having done all that he was in law Equity or reason bound to do for the Interest of this Respondent or any other person concerned in the Bill of Exchange he this Respondent at the time that he wrote the Letter aforesaid to return the said Bill to wit. Six weeks after the first Payment thereof did thanks the said Testator in strong terms for the trouble he had been at respecting it notwithstanding what (as was set forth in the said Cross Bill) this Respondent and his Confiderates did then falsly pretend that he made the said Acknowledgements under a wrong impression and without any information of the said Testator having Received money on his Own Account from the said Condraigula Juggernaut Row since the receipt of the Bill of Exchange from this Respondent yet the said

Testator

Testator did Charge that this Respondent was so informed for that this Respondent in a Letter under date the Twenty first of September in the year aforesaid addressed to the said Testator wrote as follows, "my Writer omitted "to send you Juggapah Vakeels answer to the letter I wrote "in consequence of your Letter of the fifteenth Instant. I "fear all is not right with Juggapah when he and his "man are using evasive expidients to deceive me" and the said Testator did Charge that this Respondent did again on the Twenty Sixth day of the same Month write to him in the following words "I am really vexed "at the trouble I have given you about the large Bill" and did also Charge that on the eighteenth of October following this Respondent did write as follows, "my "respects of the twelfth will ease you of any further "trouble with Juggapah I am Sorry for what you have "already had," and did further more Charge that on the Twenty fourth of the said Month of October this Respondent write to him the said Testator as follows "I am favored "with your Letters of the Seventeenth and Nineteenth instant

the

"the last brings me the Bill on Juggapah for Ten thousand
"Madras Pagodas, which I hope soon to see an end of, - and
"am obliged to you for the trouble in the busines - The said Testator
prayed to observe from the aforegoing that there was an interval
of Twelve days between the last Letter of the Twenty fourth of
October and this Respondents Letter of the Twelfth of that
Month whereby he informed the said Testator that he had got
Permaul to take the Bill off his hands who was to indemnify
him and Settle the Balance, - and the Acknowledgement of the
return of the Bill was also accompanied with assurances of
soon seeing an end of the matter - which matters (the said
Testator did allege) were to tally Suppressed in this Re-
spondents Bill of Complaint but which said Letters this
Respondent again submits instead of strengthening the
Petitioners said Testators defence mititate Considerably
against it in as much as it proves that so long as he the said
Testator had been silent as to any greater sum than four
thousand five hundred and Twenty eight Madras Pagodas
eighteen fanams and forty Cash having been paid into his
hands on the said Twenty eighth day of August this
Respondent

Respondent disbelived any Account that would tend to the injury of the said Testators Charador the said Testator did therefore Charge that there was an Accomodation between this Respondent and the said Veerapermaul Pillay grounded upon a full knowledge of the Circumstances between the said Condraigula Duggernaut Row and the said Testator - And that this Respondent did deliver up the said Bill of Exchange to the said Veerapermaul Pillay who did either take the management thereof into his own hands as being the proprieter thereof or that he did indemnify this Respondent and did Agree to pay him the Balance to wit Pagodas Twenty Seven fanams and forty Cash will knowing that the same was really the sum owing and Remaining unpaid on the said Bill of Exchange - and the said Testator did say that it might be fairly Computed that this Respondent did deliver or otherwise return the said Bill unto the said Veerapermaul Pilly sometime on or about the Twenty fourth day of October which this Respondent had not ascertained nor had he shewn by his Bill when the said Veerapermaul Pilly first applied for the Balance due thereon which the said Testator Charged it was requisite for him to have done in

Order

Order to testify the reality of his Surprize at the first Commu-
nication from the said Veerapermaul Pillay of a larger
Sum of money having been paid on account of the said Bill
than was Credited by the said Testator and that the whole
had been tendered so early as the fifteenth of September
the month before - upwards of one Month and nine days
previous to the above computation of the time when the said
Veerapermaul Pillay received back the said Bill of Exchange
and almost full two months after the Charge of the disallowance
of the said Condraigula Juggernaut Row of the Payment of
three thousand four hundred and Seventy one Madras
Pagodas Twenty Seven fanams and forty Cash he then owed
unto the said Testator to wit on the Twenty eighth day of august
One thousand Seven Hundred and Eight six, and did therefore
Charge and pretend that the pretence of this Respondent
in his Bill setforth that when the said Veerapermaul Pillay
applied for the Supposed Balance due upon the said Bill
the said Condraigula Juggernaut Row then only stated his
pretended payment an Account thereof and that this Respon-
dents remedy lay against the said Testator, - and that thereupon
the

the said Veerapermaul Pillay returned the said Bill was false and
utterly groundless and the said Testator did Charge that this Respon-
dent had Attempted to connect his pretended narrative of the said
matters in point of Circumstance and time, so that there was not
any interval in which he could suspect any injustice from the
management of the said Testator and that he had therefore no
knowledge of the said Testators having received any money
which ought to have been appropriated to the discharge of the
said Bill of Exchange, whereas the said Testator did Charge
and that so the truth really was as this Respondent will knew
that both himself and Veerapermaul Pillay were severally
informed of the said Transaction between him the said Testator
and the said Condraigula Juggernaut Row long previous to
to the letter of the Twelfth of October One thousand Seven
hundred and Eighty Six, and that he had not any difsatisfac-
tion thereat untill long after the interference of the said
Veerapermaul Pillay and the Testator of the said appellant
did say that he had been informed and did Charge the fact
so to be that the said Condraigula Juggernaut Row did
not ever retract the payment he had made as aforesaid untill
long

long after the said Bill had been returned to Madras which alle-
gation this Respondent saith is again proved to be untrue by
the Complaint of the said Condraugula Juggernaut Row to the
Chief in Council at Masulipatam And did also Charge that
he the said Testator had not any Correspondence with this Respon-
dent from the aforesaid Twenty fourth day of October One thousand
Seven Hundred and Eighty Six, untill the Twenty Ninth day
of March One thousand Seven Hundred and Eighty Seven, on
which day this Respondent wrote the said Testator in the
following words, to wit "after a Considerable delay on the part
"of Juggapah in paying the Balance he Owes for his Acceptance
"of Ten thousand Madras Pagodas he now positively denies owing
"more than Two thousand Pagodas and Says he paid you the whole
"except on my Account and that he Offered you Repeatedly to
"pay the Balance of Two thousand Madras Pagodas I have
"thought it proper to inform you of this before I proceed to file
"a Bill against him" and the said Testator did Charge that there
was an interval of upwards of five Months between the first pre-
tended information and the Computed time of delivery of the
said Bill to the said Veerapermaul Pillay which was an evident

Contradiction

Contradiction to the Circumstance of Surprize the pretended
information of Veerapermaul Pillay occasioned to this Res-
pondent because the said Testator did Charge that a Letter and
answer are conveyed to and from Fort Saint George and Masuli-
patam in ten Days and the person by whom the said Bill
was drawn was at Madras, and that it appeared by this
Respondents Letter to the Testator of the Twenty first of September
and the said Testator did Charge the fact so to be that this
Respondent had many and Repeated intercourses and Corres-
pondence with the said drawer at Madras who was also the
said Condraugula Juggernaut Rows Vakeel and that this
Respondent therefore was as well informed of the said matters
on the Twenty first of September and before as he was on the
Twenty Ninth of March following at which time the said
Testator did say that this Respondent was in possession of
the said Bill which was by the returning thereof by the said
Veerapermaul Pillay if what this Respondent said in his
Letters of the Twelfth and Twenty fourth Days of October
be true but the said Testator did Charge that both these
two last Letters and the former one of the Twenty Ninth of

March

March were direct Contradictions of the matters set forth in his Bill which would make it appear that upon the first applicat: on made by Veerapermaul Billay to Condrigula Juggernaut Row which must have been on or about the Twenty fourth of October he was informed of the Circumstances contained in the Letter of the Twenty Ninth of March aforesaid by Condraigula Juggernaut Row himself but of which Circumstance this Respondent did pretend (as is unjustly set forth in the said Cross Bill) in his said Letter that he was only at that time after many delays informed of and that not by Veerapermaul Billay but by Condrai: gula Juggernaut Row also, - and that this Respondent in his said Letter give this Communication to the said Testator without pretending that he was injured by him, but by the said Condrai: gula Juggernaut Row against whom he was then about to commence an action, - and it was further Stated in and by the said Cross Bill that this Respondent never did pretend directly or indirectly that the said Testator was responsible for the aforesaid Sum of Three thousand four hundred and Seventy One Madras Pagodas Twenty Seven fanams and forty Cash paid unto the said Testator at the time that he also paid

Paid apart of the aforesaid Bill of Exchange on the Twenty Eighth day of August One thousand Seven hundred and Eighty Six, until the Twenty first day of July One thousand Seven hundred and Eighty Eight, during which interval the said Condraigula Juggernaut Row had become a Bankrupt in his said publick and private affairs; and the said Testator did therefore Charge that this Respondent did take the advantage of an affidavit made by the said Condraigula Juggernaut Row (to relinquish his demand upon the said Condraigula Juggernaut Row) voluntarily or by some unfair inducement and to make the said affidavit the ground of an action against the said Testator and did further Charge that this Respondent and his Confederates having no hopes to recover the Balance due on the said Bill of Exchang from the said Condraigula Juggernaut Row they did Combine together how they might defraud the said Testator thereof and that this Respondent and his Confederates were the more encou: raged in their said design by this Respondent being at that time in the possession of property to a very Considerable Amount in the Honorable Companys Bonds to wit to the Amount of Seven thousand Two hundred and two Star Pagodas

Twenty Seven

Twenty Seven fanams and forty Siss. Cash which this Respondent had so posseſsed himself under the Trust and Confidence that he the said Testator had in his fidelity honor and Integrity as a Merchant and the said Testator did further Charge that the said Con: draigula Juggernaut Row did come to Madras and reside therein from the Month of July One thousand Seven hundred and Eighty seven to the Month of July One thousand Seven hundred and Eighty Eight: and that this Respondent did not during all that time nor until the time aforesaid hold the said Testator any way responsible and the said Testator did therefore Charge that this Respondent had Combined and Confederated himself with sundry ill disposed persons to defraud the said Testator of the sum for which he had Commenced his Bill contrary to equity and good conscience: which said argu: ments of the said Testator this Respondent doth deny to be just and doth observe that the said Testator did from the receipt of the said Bill of Exchange shelter himself under the mis: taken Confidence which this Respondent placed in him and did use the same to his own advantage and to the loss and injury of this Respondent by the suppression And

misrepresentation

Misrepresentation of facts And this Respondent sheweth the said Testator did thereafter in his said Cross Bill interrogate this Respondent in the manner and to the effect as in the said Cross Bill is setforth And this Respondent saith that the Testator of the said appellant did in his said Cross Bill pray that this Respondents said Bill of Complaint might be dismissed and his the said Testators Cross Bill be taken and admitted as part of his answer thereto, and that he might be further or otherwise relieved in all and Singular the premises as in the nature and Circumstance of the Case should require and as to the said Mayors Court should seem Meet and that this Respondent might be further decreed to pay all costs and this Respondent in further Answer saith that he admits that he did appear to the said Cross Bill by his attorney in Court and did thereafter by his constituted attorney Thomas Cockburn of Fort Saint George Esquire exhibit and file his Cross answer and did therein and thereby in aid and Support of the matters and things in this Respondents said Original Bill and Replication setforth admit divers facts stated in the said Original Bill and Replication and which the said

appellant

appellant has setforth in her Petition of appeal to be some of the most material points on which the said Defendant her Testator did ground his defence (but which this Respondent doth deny, and which this Respondent hath herein before fully and he trusts satisfactorily explained) for this Respondent in Answer to that part of the said Petition of appeal doth say that such facts even if the same were admitted by this Respondent are not only not material to the better defence of the said Defendants but that the facts themselves speak strongly in Corroboration of all and Singular the matters and things Charged by this Respondent in his Original Bill for this Respondent did in his said Crofs answer admit that he was employed by the said Defendant at Madras and that the Defendant was employed at Masulipatam by this Respondent and that the said Defendant was his agent and did Receive a Commission for the same as did Appear by the Account Current and the said Defendants Letter approving of the same Copies whereof were annexed to the said Crofs answer and that this Respondent did Remit the said Bill of Exchange and that altho it might be true that the said Con: draigula Juggernaut Row might be indebted to the Petitioners Said Testator at the time he Received the said Bill of Exchange (but whether he Actually was or was not indebted to the Petitioners said Testator was a matter at that time not within the knowledge of this Respondent and which therefore this Respondent could not as he has herein before stated take upon himself to deny) yet this Respondent did in his said Crofs Answer Submit that the same having been sent for Acceptance by the said Defendant and having been Accepted in Consequence by the said Condrai: gula Juggernaut Row whilst under the Care and management of the said Original Defendant and Crofs Complainant as Agent for this Respondent the said Defendant should not have applied nor had he any Right to apply towards the discharge of his own Claim any part of the Sum which the said Condraigula Juggernaut Row paid on account and in part of the said Bill of Exchange and this Respondent in further Answer saith that he did in his said Crofs answer also admit that the said Condrigula Juggernaut Row might have assured the said Crofs Complainant that the payment of the Bill of Exchange should be no impediment to the payment of the said Crofs Complainants Claim on him the said Condraigula Juggernaut

Juggernaut Row but this Respondent therein and thereby doth deny the inference therefrom drawn by the said Crofs Complainant to wit that such an afsurance was a Proof that the Claim of the said Crofs Complainant should be preferred in point of payment for this Respondent did say that such afsurance as far as it went did Certainly According to the plain Construction of the words imply that the Bill of Exchange was to be discharged in the first Instance otherwise this Respondent did say the word impediment would not apply to the case in question and in further elucidation of the fact this Respondent did say that the said Crofs Complainants demand having by his own shewing lain dormant from April tenth to august Twenty eighth being the day the said Bill of Exchange became due and he having so Suffered it to remain undischarged for four months he could not pretend that a Sum of Money paid by the acceptor thereof on the very day it became due could be diverted to any other purpose than as a part Payment of the same —

And this Respondent admits as in his said Crofs answer he did before admit that the said Crofs Complainant held frequent Correspondence with this Respondent respecting the premises as stated in the said Petition and Appeal and that this Respondent did write the letter an extract whereof was inserted in the said Bill of Complaint but this Respondent saith that he did in his said Crofs answer say that when he so wrote the said Letter he did not believe that any more money had been received by the said Crofs Complainant than he had credited this Respondent for and he therefore expostulated with Veerapermaul Pillay for Recommending the Bill and denied having been indemnified by the said Veerapermaul Pillay for this Respondent did say that being afterwards informed by the said Condraigula Juggernaut Row by his said Cash keeper Anthonna Puntaloo that the said Crofs Complainant had received eight thousand Pagodas and had tendered two thousand Pagodas more in full payment of the said Bill of Exchange he (this Respondent) did not consider himself Justified in applying any more to Veerapermaul Pillay but had recourse to the said Crofs Complainant and this Respondent did solemnly deny that when he sent for the Bill of Exchange Back he was in the Poffeffion and full Knowledge of the Circumstances Relating to the appropriation of

of any part of the sum paid as above recited and this Respon:
dent admits that he did observe in his said Crofs answer
that though he admitted that the said Crofs Complainant
had informed him that a part of the Sum due on the said
Bill of Exchange had been paid and though he implicitly
then trusted in the said Crofs Complainant yet that he
thought it extraordinary and Contrary to mercantile custom
to pay a fractional part of a Bill of Exchange when the Bill
was for an entire Sum and this Respondent in further answer
saith that in his said Crofs answer he did most positively deny
all Combination as Charged against him by the said Crofs
Complainant and any Knowledge of a discuſsion between the
said Crofs Complainant and the said Condraigula Juggernaut
Row respecting the Conversion of this Respondents money to
the use of the said Crofs Complainant and did affirm all the
Charges in his Original Bill of Complaint to be true and
did deny that the answer of the said Crofs Complainant
thereto was full or Sufficient or that it was at all correct
either in its facts or deductions and did say the same might
appear from this Respondents Replication thereto to which
this

this Respondent did pray reference and that the same might
be taken as part of his crofs answer to the said Crofs Bill
of Complaint and this Respondent admits as stated in his
said Petition and Appeal that in his said Crofs answer he
did admit that he did deliver up the said Bill of Exchange
in question to Veerapermaul Pillay but says that the
said Petitioner has inaccurately stated her words and by
omitting one part and varying the sense of another has
endeavored to force a Construction on the whole of his said
answer which this Respondent cannot by any means
admit it to bear for this Respondent in his said Crofs
answer did say that he only delivered the Bill to the
said Veerapermaul Pillay under the impreſsion he had
before stated and that the same was returned to him when
the Crofs Complainants Conduct was made known to wit
that the Crofs Complainant had converted money to his
own use which was expreſsly intended to have been paid
and actually was paid on Account of the Bill of Exchange
and this Respondent did deny ever having moved the
said Condraigula Juggernaut Row to any difference
with

with the said Crofs Complainant for that on the Contrary when the said Condraigula Juggernaut Row stated matters to this Respondent reflecting on the said Crofs Complainant he refused to give Credit thereto until the same was Offered to be Alledged on Oath and did not by any means confide therein until the said Condraigula Juggernaut Row and his Cash keeper the said Anthenna Puntaloo had verified the same by their Solemn Affidavits before the Mayor of Madras —

And this Respondent did further say and Asert that there was Concealment on the part of the said Crofs Complainant and that such Concealment was to the purpose set forth in the said Crofs answer as also in his Bill of Com: plaint and Replication in the Original Suit — and that the Letter this Respondent wrote to the said Crofs Complais: nant on the Twenty first day of September One thousand Seven hundred and eighty Six, was written under the like impreſsions and that if as this Respondent had before stated he (this Respondent) was uninformed of the Real Transaction on the Twelfth Day of October one thousand Seven hundred and Eighty Six he was so of course in the

Proceeding

Proceeding September and that this Respondents Letters of the eighteenth and Twenty fourth of October were also written under the like im: prefsions Namely that the said Crofs Complainant had acted fairly and honestly towards this Respondent and not that he had (as was afterwards insisted on by the said Condraigula Juggernaut Row and now proved by the several depositions on this Respondents part) applied to the discharge of his own debt what was bonafide paid towards the discharge of this Respondents Bill and this Respondent did deny to have made any accomodation with the said Veerapermaul Pillay but did say that his Letter of the Twenty ninth of March wherein he Says he shall See the said Condrai: gula Juggernaut Row only manifested that this Respondent thought the Conduct of the said Crofs Complainant Could not have been so bad as the same was represented to be by the said Condraigula Juggernaut Row and that he (this Respondent) was still determined to look on the said Condraigula Juggernaut Row or Veerapermaul Pillay reimbursement and this Res: pondent in Answer to the said Crofs Complainants Charge of Combination and delay did refer to the very Cause of that delay To wit a Conviction in this Respondents mend that the conduct

of

of the Crofs Complainant had not been so improper as he afterwards had reason to believe and of the full extend of which he was not apprized till he received the Letter from the said Condraigula Juggernaut Rows Attorney at Law and this Respondent denies to have said that a years Correspondence had elapsed between them (meaning this Respondent and the said Crofs Complainant) as aforesaid in the said Petition and appeal for this Respondent sheweth that he did in his said Crofs answer say that being informed by Council that the said Crofs Complainant was liable for the amount due on the said Bill prepared an account Current thereof as soon as he was conclusively convinced of the misconduct of the said Crofs Complainant in the premises and on receiving the Letter under date the fifth June one thousand Seven hundred and eighty eight from the Crofs Complainant he Required an explanation from the said Condraigula Juggernaut Row who still maintained he had paid eight Thousand Pagodas on Account of the said Bill and Offered and did make Oath to the same and that the said Oath was dated on the Twenty seventh June and that of his Cash Keeper on the seventeenth and that this Respondents Account Current was dated July the fifteenth and

and the Bill of Complaint filed on the Sixteenth August so that no time was lost by him in pursuing his remedy after his convcotion of the Misconduct of the said Crofs Complainant and as to the previous delays so unjustly misconstrued by the Petitioners said Testator this Respondent submitted to the Crofs Complainants said Letter which was annexed to the Crofs Answer and wherein he (meaning the said Crofs Complainant) acknowledged that a years Correspondence had elapsed between them on the Subject all which Originated from this Respondents delicasy towards the said Crofs Complainant while there was a shadow of hope he had not acted as was asserted by the said Condraigula Juggernaut Row and did therefore say that the only point for the determination of the said Mayors Court was whether the Asertions of the said Condraigula Juggernaut Row were founded or not because if founded he trusted that his claim against the said Crofs Complainant would be equally so and if not founded then that this Respondent could not persume to expect the Judgement of the said Mayors Court in his favor and this Respondent admits that in his said Crofs answer he did reply to certain Interrogatories in the said Crofs Bill exhibited in the manner and form stated

in

in the said Petition and Appeal but this Respondent saith that the said Appellant in further aid and prosecution of the various unjust insinuations misconstructions and evasions made use of throughout the whole of the above recited proceedings in this Cause did omit to recite divers material points and passages set forth and inserted in this Respondents said Crofs Answer and which this Respondent can only conjecture the said Appellant has done in Order to abuse mislead and deceive this Honble Court for this Respondent doth say that in his said Crofs Answer aforesaid he did set forth and assert in Answer to certain of the said Interrogatories wilfully omitted by the said Appellant as follows to wit that he (this Respondent) sent the said Bill of Exchange to the said Crofs Complainant for the purpose of Receiving and applying the money as Stated in the Original Bill of Complaint and that he so sent it because he confided in the said Crofs Complainant to upright conduct that this Respondent did not at the time he so sent the said Bill Know that Condraugula Juggernaut Row was indebted to the said Crofs Complainant or that they had any Transactions together until he was so informed by the Said

Said Veerapermaul Pillay after the return of the said Bill from Masulipatam that this Respondent could not take upon his conscience to declare whether the said Condraugula Juggernaut Row was or was not indebted to the said Crofs Complainant at that time and could only say that if he was so indebted the said Crofs Complainant had no right whatever to apply the sum which was actually paid towards the payment of the said Bill of Exchange in extinction of his own Debt that this Respondent did not Know except from the Proceedings in the Crofs and Original Causes that the said Condraugula Juggernaut Row did pay unto the said Crofs Complainant the like sum of three thousand four Hundred and Seventy one Pagodas twenty seven fanams and forty Cash in the month of April one thousand seven Hundred and eighty four or in one thousand Seven Hundred and eighty five or whether the said Crofs Complainant had or had not demanded payment of the like sum as in arrear due in April one thousand seven Hundred and eighty Six. that this Respondent did not Know except from the said proceedings whether the said sum was justly due or not to the said Complainant or that the said Condraugula Juggernaut

Row

Row did at any Particular time promis to pay the said Sum of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash that this Respondent could not tell why the said sum was not paid on the said twenty fourth Day of August the reason whereof must have been best Known to the said Cross Complainant But that this Respondent did Know that the said Condraigula Juggernaut Row on the twenty eighth Day of August aforesaid did pay unto the said Complainant the sum of Seven Thousand six Hundred Madras Pagodas and also a further sum of four Hundred Pagodas on the same or the following day but did absolutely deny that the same was paid or by any means intended to have been paid towards the Payment of the Demand of the said Petitioners said Testator or the Contrary that the same was paid on Account of the said Bill of Exchange and declared to be so by the said Condraigula Juggernaut Row and his said Cash Keeper Anthenna Puntaloo at the time the said sums were paid that the said Condraigula Juggernaut Row could not (as this Respondent did suppose) have Known that the said Cross Complainant had given Credit upon the said Bill only for the sum of four thousand five hundred and twenty eight

Eight Pagodas eighteen fanams and forty Cash for that it was intended the whole Sum of eight Thousand Pagodas should be applied in payment of the said Bill the truth whereof this Respondent did say would appear by the Affidavits of the said Condraigula Juggernaut Row and Anthenna puntaloo and therefore this Respondent did say the said Condraigula Juggernaut Row could not have consented to the said Complainants applying the said Sum of eight Thousand Pagodas to any other use and this Respondent admits as he has before admitted that the said Complainant did inform this Respondent that he had Received the aforesaid sum of four thousand five Hundred and twenty eight Pagodas fourteen fanams and forty cash on Account of the said Bill of Exchange and no more and that this Respondent approved thereof believing the said Information to be founded but this Respondent saith that the Said Appellant hath omitted to state that this Respondent in his Cross answer aforesaid did say as this Respondent now sheweth he did say that such information was false because at the time that the said Complainant informed this Respondent that he received no more than the said Sum of four

thousand

Thousand five Hundred and twenty eight Pagodas eighteen fanams and forty Cash he in his Conscience Knew that he had Received eight thousand Madras Pagodas in part payment of the said Bill of Exchange and this Respondent further Sheweth to this Honorable Court that the said Appellant hath neglected or wilfully omitted in her said Petition and Appeal to state the solemn declaration of this Respondent (in his said Crofs answer contained) that when he this Respondent sent for the said Bill of exchange back from Masulipatam he did not Know nor was he by any means or person informed of the Circumstances relating to the said Misapplication to his own use by the said Crofs Complainant of the said Sum of Three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash so as aforesaid paid by the said Condraigula Juggernaut Row on Account of the said Bill of exchange except by the letter of the said Sittanah (to which this Respondent did say his Letter of the twentieth September did allude) to which this Respondent did say he did not at that time give the least Credit and did therefore then belive the said Sum of four Thousand five hundred and twenty eight Pagodas eighteen fanams and forty Cash was the only sum paid on account of the said Bill of Exchange but

But that when the whole Circumstances were explained this Respondent was so fully convenced of the illegal conduct of the said Complainant that he did not think himself justified in pressing Veerapermaul Pillay any further but had immediate recourse on the said Crofs Complainant that this Respondent did not Know whether any means had been used by the said Condraigula Juggernaut Row to enable his said Vacheel to pay the Bill at Madras on the Contrary this Respondent sheweth he did say that he verily belived he did not attempt it because he Considered it as already discharged at Masulipatam and did pray to observe that his (this Respondents) Claim upon the said Crofs Complainant was not in any wise altered by any Argument arising from the Circumstances which led to his taking the Bill for that his title against the Crofs Complainant was by Reason of his the said Crofs Complainants Misconduct as his (this Respondents) agent in the premises and this Respondent sheweth that he did further say that the said Complainant was Constant in his Letters to this Respondent containing information of the delay of payment of the said Condraigula Juggernaut Row but that such Letters concealed the real facts of the amount

Amount paid on account of the said Bill of Exchange with a view of defrauding this Respondent and did Solemnly declare that there was no other accommodation between him and the said Veerapermaul Pillay than as he had before setforth to wit that on the Information as received from the Crofs Complainant this Respondent Returned the said Bill to Veerapermaul Pillay and required to be indemnified for the balance he then supposed to be due thereon and that on Veerapermaul Pillay convincing this Respondent of the Misconduct of the Crofs Complainant and his Consequent Responsibility this Respondent received the Bill Back from Veerapermaul Pillay and took his recorse at Law against the Crofs Complainant.

And this Respondent admitting as he has herein before admitted that he wrote to the said Crofs Complainant on the aforesaid ninth Day of March to the purport stated in the said Crofs Bill of Complaint did say that the same was written in Consequence of his having been assured by the said Vacheel of Condraigula Juggernaut Row that he had paid Eight Thousand Pagodas on account of the said Bill of Exchange and therefore owed but two Thousand Pagodas as the balance and

and under an Impreſsion that the said Vacheel had not told the truth as (this Respondent did say) did appear from his intention at that time of suing him the said Condraigula Juggernaut Row for the balance due and this Respondent did also setforth that he had never Received Satisfaction for the remaining balance and that he Considered the said Crofs Complainant liable thereto for the Reasons stated by this Respondent in his Bill of Complaint and Replication in the Original Cause as well as for the arguments setforth in his said Answer to the Crofs Complainants Bill of Complaint.

And this Respondent in further Answer to the said Petition and Appeal admits that to this Respondents said Crofs Answer the said Crofs Complainant did exhibit and file his Crofs Replication and did therein and thereby by the divers arguments and Evasions state in the said appellants said Petition and Appeal Endeavour to support his said Crofs Bill and his said Original Answer and to refute the said Crofs Answer of this Respondent but which this Respondent saith he had utterly

utterly failed to do and did amongst other things deny the several matters and things in this Respondents Original Bill set forth and did say that this Respondent was wrong in his construction of the promise made by the said Condraigula Juggernaut Row that the said Bill of Exchange should be no impediment to the payment of his the said Crofs Complainants demand and observing on what this Respondent had said Respecting the time when this Respondent Remonstrated with Veerapermaul Pillay for Recommending the Bill did say that this Respondent did not point out the time when he did so Remonstrate with the said Veerapermaul Pillay but left the same to be done by the said Crofs Complainant and which the said Crofs Complainant did say must have been prior to the twelfth Day of October one thousand seven Hundred and Eighty Six, and that the same appeared from this Respondents Letter Copy of which the said Crofs Repliant did say was annexed to his said Crofs Replication and did say the aforesaid Letter could not be true as this Respondent had denied in his said Crofs Answer to have Received any indemnification from the said Veerapermaul Pillay and did say that tho' it was shewn that this Respondent had received Information prior to September twentieth one thousand seven Hundred and eighty Six, that the said Crofs Repliant had Received eight Thousand Pagodas Yet that it appeared this Respondent did not hold him the said Crofs Repliant responsible for the same until July one thousand seven Hundred and eighty eight that this Respondent had refused to Credit the said Condraigula Juggernaut Row or his Cash Keeper until he made Oath of the facts alleged and that this Respondent had Deposed that it was on those Oaths he founded his Claim and did deny that this Respondent could consider the said Crofs Repliant as liable on the grounds of those Affidavits maintaining that there was an Accommodation between this Respondent and the said Veerapermaul Pillay and that the same was shewn by this Respondents Letter of October the twelfth One thousand Seven Hundred and eighty Six. And this Respondent further answering to the said Petition and Appeal admits that to the said Crofs Replication of the Testator of the said Appellant he this Respondent did exhibit and file his Crofs Rejoinder and therein

therein amongst other things did say as stated in the said Petition and Appeal but this Respondent in further Answer setforth that the said Appellant in pursuance of her intentions as hereinbefore Stated to Mislead and deceive this Honorable Court has Neglected and omitted to state a great part of this Respondents Crofs Rejoinder for this Respondent sheweth that he did therein setforth declare and insist on his former Construction on the Assurance given by Condraigula Juggernaut Row that the payment of the Bill of Exchange should be no impediment to the payment of the Crofs Repliants Demand namely that such Assurance implied that the Bill of exchange was first to be paid and did say that the Contrary would imply an absurdity as there would not then exist a Subject to which the word impediment could apply and that it was Contrary to the usage in the like cases to Suppose that the said Condraigula Juggernaut Row Tendered any fractional parts of the specis in which the Bill in question was drawn and that therefore the presumption on that ground alone was against the Crofs Complainant but still more so when the Sum misapplied by the said Crofs Complainant and which would compute the payment

Payment to the Integral Sums Corresponds exactly with the amount of the Claim which the Crofs Complainant pretended to have on the said Condraigula Juggernaut Row and this Respondent as before in his Answer he had done did deny to have been indemnified by Cuvapermaul Pillay and did say such denial was not contradicted by his letter to the said Crofs Complainant as quoted in his said Crofs Replication for when this Respondent did say Cuvapermaul Pillay explained the Circumstances as they really were and those Circumstances had been verified by the Affidavits of the said Condraigula Juggernaut Row and his Cash Keeper this Respondent could no longer think of requiring from Cuvapermaul Pillay an Indemnification for a lofs Occasioned by the duplicity and interested misconduct of the Crofs Complainant while acting as this Respondents Agent and charging Commifsion as such and that this Respondent to implicit Confidence in the Crofs Complainant was the reason he suffered himself to be amused for near two Years by the plausible explanations of the Crofs Complainant and that it was not any wise Relivant to the merits of this Cause in whose hands the said Bill of exchange rested

or

or whether it had been delivered up to Veerapermaul Pillay or that the actual posfession had undergone several charges or not because (as this Respondent did say) he had stated one uniform case to the said Mayors Court Namely that his (this Respondents) conduct had been guided by circumstances throughout and that such his Confidence in the Crofs Complainant was the only reason why he Mistrusted any insinuation against him and that this Respondent could not permade himself that the Crofs Complainant hath been guilty of a breach of trust till he had the Solemn afseverations of the said Condraigula Juggernaut Row and Anthenna Buntaloo to the truth thereof nor did this Respondent ever look to or expect that in Return for having combated the efforts of Veerapermaul Pillay of Condraigula Juggernaut Row and Anthenna Buntaloo to convince him of the Misconduct of the Crofs Complainant for more than eighteen months he this Respondent would have been harrafsed with a tedious and expensive litigation or that the difficulty he had in persuading himself of the duplicity and deceit of the Crofs Complainant would now be used as an argument against

against him and this Respondent did say that the very Letter of which the Crofs Complainant had annexed an extract to his Crofs Replication was an argument against himself and this Respondent did further say that if he this Respondent could prove that instead of the said Condraigula Juggernaut Row being Obliged yearly to pay a Certain sum to the Crofs Complainant there was a public interdiction against it and that in Consequence thereof one years instalment had been actually paid into the Treasury at Masulipatam as a deposit that then the whole pretence of the Crofs Complainant would be proved to be all fourdation of falsity and equally a Contempt of the Orders of the Company and a fraud against this Respondent

And this Respondent doth admit that upon the Proceedings so as aforesaid had in the said Suit and Crofs suit issue did join and rules for the examination of Witnefses did pafs and that Witnefses were examined as well on the part of the Petitioners said Testator as on the part of this Respondent and this Respondent doth admit that Andrew Scott Esquire a Senior Merchant in the service of the united Company of Merchants of England Trading

to

To the East Indies under their Presidency of Fort Saint George was examined on the part and behalf of this Respondent and Did depose to the first Interrogatory that he had very little Knowledge of this Respondent and that he had Known the Petitioners Testator Twenty Years, And this Respondent doth admit that the said Andrew Scott did Depose to the Second Interrogatory as is stated in the said Petition of Appeal and so as to the third and fourth Interrogatories — and from which said Deposition to the fourth Interogatory these material points are to be collected for and on the behalf of this Respondent namely that the Management of the Collections of the Chahar Mahal was entrusted to Juggapah by Government that the first Condition of his Cowle was that he should pay the Company's Rent being twenty Seven Thousand eight Hundred and fifteen Pagodas two fanams and twenty Cash annually and that he Juggapah only held his said Situation until the further Orders of the Said Government and Consequently this Respondent humbly Submits that it is fair to infer that the said Government at whose will the said Juggapah Held his said Situation would

would take care to see themselves first paid and would (as by the said Answer of the Petitioners said Testator is admitted to have been the case) Remove the said Juggapah from his Situation when they found that he was no longer able to pay his Rents — And this Respondent doth admit that the said Andrew Scott did depose unto fifth Interrogatory as the Appellant hath recited and so as to the Sixth Interrogatory whereunto the said Andrew Scott did depose that he Considered the said Condraigula Juggernaut Row as renter of Cahar Mahal — Country was at all times subject to the Orders of the said Goverment of Fort Saint George and this Respondent begs further to Observe that in the Account alluded to in the deposition of the said Andrew Scott to the seventh Interrogatory the last payment made by Juggapah to the Creditors of Opparow was in March one thousand seven Hundred and eightyfour (and not One thousand seven hundred and eighty five as the Appeal states it to be) that no Payments were made to the best of Deponents Knowledge by Juggapah to Opparows Creditors in one thousand Seven Hundred and eighty five (and the Reason why

Deponent

Deponent supposes no such payment was made in the year one thousand Seven hundred and eighty five, is that the then Chief in Council at Masulapatam Anthoney Sadlier Esquire Demanded and Received the Dividend Payable to the said Creditors on account of that year and deposited the same in the Companys Treasury but which this Respondent submits would not of Course be carried to Juggapahs Credit as so much paid to the Private Creditors of Opparow because the Same would be carried to the Account of the Arrears due to the said Company and which this Respondent submits is conclusive proof of the very dishonest part the Petitioners said Testator (who was one of the Members of Council at Masulipatam) was Acting in Endeavouring to extort from Juggapah a Sum of Money which it was the ~~par~~ peculiar duty of the said Testator of the Appellant to have afsisted the said Chief in placing into the Treasury of that Government under which the Petitioners Testator was vested with an important trust — And this Respondent Submits that the man who could be capable of deceiving those under whom he was employed would feel very little

Repugnance

Repugnance in Acting in the manner he has done towards this Respondent and the said Condraigula Juggernaut Row and this Respondent further submits that the said Petitioners said Testator could have Ventured so to have done under no other hope or expectation than that Condraigula Juggernaut Row Knowing the intention of the said Testator and the consequent power and influence he posfesed would not have dared to complain however atrocious and unjust the Conduct of the said Testator might be and this Respondent admits the deposition of the said Andrew Scott to the eighth Interrogatory to be as the said Appellant hath recited the same and which is a confirmation of the foregoing Depositions and a further proof of the unwarrantable Misapplication on the part of the Petitioners said Testator and of the Complaint lodged by said Condraigula Juggernaut Row against the Petitioners said Testator before the chief and Council at Masulipatam —

And this Respondent admits the deposition of the said Andrew Scott to the ninth Interrogatory is as stated the Appellants said Petition and which this Respondent submits is further proof of the misconduct of the

the Petitioners said Testator inasmuch as it thereby appears that the said Chief in Council at Masulipatam when he Demanded and received from Jugg apah the amount of the divident to the private Creditors of Opparow for the year one thousand Seven Hundred and eighty four, was acting under the influence of the Orders of the Government at Fort Saint George by which letter or order bearing date on or about the twenty fifth of November one thousand seven hundred and eighty four, it would appear that the said Government of Fort Saint George did direct or Signify to their chief in Chief at Masulipatam their disapprobation of any part of the Revenue being appropriatid towards the payment of debts due by Opparow to his private Creditors while the said Opparow was somuch indebted to the Company — This Respondent Observes that in the Recital of the Deposition of the said Andrew Scott to the tenth Interrogatory the Petitioner hath omitted to State that the appointment of her said Testator to a Seat in Council at Masu: lipatam was in the year one thousand seven hundred and Seventy five and Hath further Omitted to add that during the

absence

observe of the Chief at Rajahmundry in the year One thousand Seven Hundred and eighty five he the Petitioner said Testator foresided at the Council Board as being the Senior Member upon the Spot —

And this Respondent doth admit that the said Appellant hath in her said Petition Recited the Deposition of the said Andrew Scott to the eleventh Interrogatory as in the said Deposition is setforth, and so as to the Depositions of the said Andrew Scott to the twelfth and thirteenth Interrogatories and by which it appears that Juggapah (or rather that the Chahar Mahal Country) was liable to the annual Payment of eighty thousand Pagodas to the private Creditors of Opparow so long as it appeared that Opparow had any just Demands on the Chahar Mahal Country and no longer and whereby it further appears that the said Government through the Medium of their Board of Revenue not only Directed the discontinuance of any further payments to the Creditors of Opparow from the Chahar Mahal but did actually remove the said Condraigula Juggernaut Row from his situation a Considerable time before the expiration of his Caule and because of

the

the large arrears due by him to the said Company and which is a further confirmation of the Sentiments of Government regarding the impropriety of their Council at Masulipatam allowing any part of the rents being applied to the satisfaction of private Claims so long as their was any arrear to the said Company and of which Sentiments and of the Conduct of the Chief in Council at Masulipatam in the year one thousand seven hundred and eighty five, under the influence of those sentiments it appears the said Petitioners said Testator must have known and this Respondent further sheweth that part of the Deposition of the said Andrew Scott to the fifteenth Interrogatory is omitted in the Petition of Appeal wherein he says he doth not Remember that the said Petitioners said Testator was absent from Masulipatam at any time between the Months of June one Thousand Seven hundred and eighty Six, and February One Thousand Seven Hundred and Ninety, and that he likewise believed Condraigula Juggernaut Row to have been at Masulipatam from June One thousand Seven Hundred and eighty Six, until September one thousand seven hundred and eighty seven, and this Respondent doth admit

admit the Deposition of the said Andrew Scott to the Sixteenth Interrogatory to have been as the same is Stated in the Petition of Appeal and which is additianal Proof in favor of this Respondents case And this Respondent doth further admit that the Deposition to the Seventeenth Interrogatory is as Stated in the said Petition except that, that part of the Deposition which mention certain papers having been inclosed to him (the Petitioners said Testator) in a letter bearing date the Sixteenth day of December One thousand seven hundred and eighty Six, also mentions that the said letter of the Sixteenth day of December in which the said Papers were enclosed was officially written "by the Deponent Andrew Scott as the Secretary to the said Council at Masulipatam" And this Respondent in further Answer to the said Petition and Appeal doth admit that he this Respondent did file and exhibit certain Interrogatories to Condraigula Juggernaut Row and to Veerapermaul Pillay to Edward Garrow and to Vencataroyaloo and Deposition were taken thereon and the said Petitioners Testator did except thereto and this Respondent doth admit that he did file his Answer

to

To the said exceptions and did as in the said Petition is Stated say that the Reasons offered by the Petitioners said Testator were insufficient to invalidate or impeach the Testimony of his this Respondents said Witnesses And this Respondent doth submit that it was incumbent on the Petitioners said Testator to have put the said Mayors Court as well as this Respondent in Possession of the Particular grounds on which he was induced to except to the Evidence of Condraigula Juggernaut Row in order that this Respondent might be prepared and enabled to Answer such objections and further that the said Mayors Court might have been enabled to judge how far such objections were or were not well founded, And this Respondent begs to add that the Petitioners said Testator not doing so is proof that he had no reason to offer that he would venture to Submit to be canvassed and the decision of the said Mayors Court is conclusive proof that there was no reason offered at the hearing of the Cause that could induce the said Mayors Court to be of opinion with the Petitioners said Testator as to the inadmissibility of the said Deposition of the said Condraigula Juggernaut Row. And this Respondent submits that the very objections made by the Petitioners said Testator must arise from the Conviction of the Misapplication of the money paid on Account of this Respondents said Bill for if either claim was equally just and recoverable then there could be no interested motive on the part of Condraigula Juggernaut Row for he was in such case equally liable to the Demands of either and if the said Testator said Claim was not upon a footing with that of this Respondent then all is granted for which this Respondent contends And this Respondent further Submits that the Deposition of Condraigula Juggernaut Row is decidedly the best Evidence of his own intention - and of that intention this Respondent also submits he had as decidedly a right to depose and that the same is altogether legal and admissible Evidence. This Respondent submits that there is a wide difference between a man swearing to the payment of a Sum of Money to another which the other denies to have received and a man Swearing to the intention with which he paid a sum of Money the receipt of which is Acknowledged; for in the first instance it might be said he was swearing away his own Debt: in the latter as the law admits of the election to

Exist

exist in the person paying it would be absurd to deny him the means of manifesting and Demonstrating that election —

And the Respondent begs to shew that the said Cor: draigula Juggernaut Row to the Second Interrogatory did Depose that he the Deponent was at Masulipatam in the Month of July One thousand seven hundred and eighty six, and that he had at that time a Vacqueel at Madras by name Chicallapoody Sittaramiah, and did further depose that the said Vacqueel did in the said Month of July Draw a Bill on the said Deponent — payable to the Order of this Respondent and did depose that the said Bill was for ten thousand Madras Pagodas but did not recollect at what date or sight it was made payable: ~~and did~~ and did further depose that the said Bill was presented to him the Deponent for acceptance and payment by the Dubash of the Petitioners said Testator in the said Month of July and that in the same Month he did accept the said Bill and that When the same became due (but did not recollect when) he did pay unto Bandy tha Vencatanarsoo the Cash keeper of the Petitioners said Testator the Sum of Eight thousand — Madras Pagodas and that such sum was paid by deponents said Cash keeper Anthenna Puntaloo and the said Deponent did say that he had interested the said Anthenna Puntaloo to pay the said Sum of eight thousand Madras Pagodas to the Petitioners said Testator on account of the Bill for ten thousand Pagodas and did desire him to take a receipt on the Back of the said Bill for the same and that the said Anthenna Puntaloo — told the Deponent that the Petitioners said Testator refused to grant a receipt for the said Sum of Eight thousand — Madras Pagodas and would only grant a receipt for four thousand five Hundred Pagodas and which said Circumstance this Respondent submits when compared with the Depositions of the Petitioners Testators own Witnesses amounts to complete proof of the conversion made by the Petitioners said Testator of this Respondents money to his own purposes And this Respondent further sheweth that the said Deponent to the said third Interrogatory did further Depose that he did some time in the Month of September then following (but did not recollect on what day) tender unto the said Petitioners Testator — through his Cash Keeper the further Sum of two Thousand Madras Pagodas; and that such tender was made by the

Deponent

Deponent to the Petitioners Testators Cash keeper who brought the Bill to Deponent and on condition that the said Bill should be delivered up to Deponent cancelled but which the Deponent said) was refused; And the said Deponent did further say that he afterwards sent to the Petitioners said Testator for the said Bill of Exchange who refused to deliver it up unless Deponent would pay five thousand five hundred Madras Pagodas alleging that he had only received four thousand five hundred Pagodas in part payment of the said Bill and Deponent did say the said Petitioners Testator had applied a part of the said eight thousands Madras Pagodas on another Account and that he so applied it to the payment of a debt due to him by Apparow and as received from Deponent in part of Rent of the Chaharmahal Districts which were rented by Deponent and without the consent or approbation of Deponent And Deponent did further say that such application of the Said money did interfere with the Petitioners Testators duty as a Covenanted Servant of the United Company of Merchants of England trading to the East Indies and as a Member of their Council at Masulipatam because he applied it to the payment of

of a debt due to him by Apparow when there was an Order from the Government of Fort Saint George that the whole of the Rents of the said Chaharmahal districts should be paid into the Companys Treasury and that no part should go to the payment of Apparows Creditors; which said Deposition of the said Condraigula Juggernaut Row this Respondent submits appears to be incontrovertible testimony of the intention of the said Condraigula Juggernaut Row in the application of the said Sum of eight thousand Pagodas — And this Respondent submits to this Honorable Court that the said Mayors Court ought not to have suppressed the interrogatories exhibited to Edward Garrow Esquire and the Affidavit therewith also exhibited and the Deposition of the said Edward Garrow thereon; for that though the Affidavit of the said Anthenna Puntaloo might not of itself be Considered as full proof of the facts therein sworn to yet these Respondent submits that the same should have been allowed to be read in Confirmation of other Evidence; And this Respondent further submits that the said Mayors Court should not have suppressed the Deposition of Vencatarayaloo, for the same reason which this

this Respondent hath offered regarding the Deposition of the said Edward Gardow, and at all events this Respondent submits that they should not have Suppressed such part of the Deposition of the said Vencatarroyaloo which did not relate to the Affidavit in question — And this Respondent further begs to shew that the Exception to the Deposition of Veerapermaul Pillay is as this Respondent submits altogether groundless but this Respondent Submits that where the said Veerapermaul hath sworn only to his belief it is to such matters as he could not with correctness take upon himself to depose to in terms less qualified But this Respondent submits that the Deposition of the said Veerapermaul Pillay to the fifth Interrogatory is altogether fair and Admissible Evidence, and having sworn in direct and unqualified terms that he had no property in the said bill That he was not interested therein further than for the welfare of this Respondent and that he did not grant any indemnification to this Respondent on account of the said Bill of Exchange The several false allegations of the Petitioners said Testator throughout his Pleadings are completely done away - and this Respondent sheweth that the Character of the said Veerapermaul Pillay known and established as it is at Madras is of itself a refutation of all the aspersions which appear throughout the Pleadings of the Petitioners said Testator —

And this Respondent doth admit that the Petitioners said Testator did also examine Witnesses and that Vencatanarsoo Puntaloo was one of the two Witnesses examined on the part and behalf of the Petitioners said Testator; and doth admit that the said Vencatanarsoo Puntaloo did depose to the first Interrogatory that he had known the Petitioners Testator for fifteen Years but that he did not know Sir John Menzies; and by way of confirmation adds that he (the Witness) never saw him (Sir John Menzies) an adoption this Respondent submits altogether unnecessary, but referring to the Deposition of the other Witnesses on the part of the Petitioners said Testator begs to observe that there is a correspondent mode of Swearing which bears some mark of their being tutored to the task, - and if the assertion of the Petitioners said Testator in allusion to this Respondent having any confidence in the Assertions or Affidavit of Anthenna Puntaloo because he would be induced to Swear according to the Directions or wishes of his Master be allowed to have any weight it is submitted that

that the two Witnesses Produced on the part of the Petitioners said Testator must have been under the like influence for it appears that one was the Cash keeper and the other the writer of the Petitioners said Testator; and that they had been acquainted with the Petitioners said Testator for fifteen years this Respondent begs further to shew that the Petitioners said Testators Witness — Vencatanarsoo Puntaloo deposed to the Second Interrogatory that he knew Vencataroyaloo; and that he Vencataroyaloo was uncle to Condraigula Juggernaut Row who succeeded to his Uncles Estate and Station as head of the Family; And to the Third Interrogatory that he had heard that Vencataroyaloo rented the Chahar mahal Country and that he was to pay on account of — Opparows four Creditors the Sum of Eight thousand Madras Pagodas yearly for eight years; namely to Master James Hodges Master Alexander Pringle Captain Arther Lysaght and Lieutenant Stephen Towns; And the said Deponent — further said that he had heard / but did not see it / that — Vencataroyaloo did enter into a written engagement to pay to Master James Hodges yearly the Sum of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash as his share of the before mentioned eight thousand Madras Pagodas annually to be paid by Vencataroyaloo on Account of Opparows Creditors All which this Respondent — submits is merely Hearsay and that he the Deponent might as well have heard these Circumstances from the Petitioners said Testator as from any one else. And this Respondent sheweth that the said Deponent Vencatanarsoo Puntaloo to the third Interrogatory further Deposed (but without setting forth the Reasons of such his knowledge) that Opparow upon Settling his Accounts with Master James Hodges before the term that Vencataroyaloo agreed to pay that yearly instalment of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash owed him the Sum of fifty seven thousand Madras Pagodas odd money which he the Deponent did not exactly recollect besides which Opparows himself assigned over in the year One thousand seven hundred and eighty or One thousand seven hundred and eighty one — half the Purgunnah of Weyoore in the Noozeed Zemindary amounting to two or three thousand Pagodas yearly for the payment of his remaining balance until the whole of the Debt should be discharged

Discharged: And this Respondent submits that such the Deposition of the said Vencatanarsoo Puntaloo to the third Interrogatory is not any proof of the several facts to which he was interrogated And this Respondent further sheweth that the said Vencatanarsoo Puntaloo did further depose to the Fourth Interrogatory that he had seen Juggapahs Agreement with Master James Hodges to pay him Pagodas three thousand four hundred and Seventy one twenty seven fanams and forty Cash being his share upon his Uncle Vencataroyaloos Agreement of Eight thousand Pagadas yearly for eight or Ten years out of the produce of the Chahar mahal Country which sum was then due for Six or eight years two being elapsed and paid before Vencataroyaloos death which said Deposition of the said Vencatanarsoo Puntaloo to the said fourth Interrogatory (even if he were desirous of deposing to the truth and free from the influence with the Petitioners said Testator has asserted every Servant is under from his Master) evinces that he was Swearing with a very imperfect Recollection of the facts to which he the said Vencatanarsoo Puntaloo had undertaken to depose to and for which he hath omitted to assign the

Reasons

Reasons of his knowledge or Recollection - And this Respondent further sheweth that the said Vencatanarsoo Puntaloo to the fifth Interrogatory did depose that he knew Master James Hodges Received a Bill upon Juggapah from Sir John Menzies for Ten thousand Madras Pagadas in the year One thousand Seven hundred and eighty Six, but that he did not recollect the Month that Juggapah accepted the said Bill; and which when due Master James Hodges Sent his Servant Ragonaichloo for the amount of the Bill And this Respondent further sheweth that the said Deponent did further say that the said Ragonaichloo at the time that he went to Demand the Amount of the Bill also Demanded his (the Petitioners said Testators) yearly share of Eight thousand Pagodas being three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash out of the Chahar mahal Agreement. And this Respondent shews that the said Deponent goes on to depose that he also knew (without assigning any Reason for such his knowledge) that on the same day (without saying what day) Juggapah sent his Shroff (without mentioning the name of the Shroff) sometime with

with seven thousand Six hundred Pagodas and afterwards with four hundred Pagadas more, that this Master Hodges directed him the said Deponent as his Cash keeper/ without saying that any direction was given by the said Shroff as to the application of the seven thousand Six hundred Pagodas and four hundred Pagodas) to credit in his (the Petitioners said Testators) Accounts as follows three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash on account of his share of the Chahar mahal Agreement and the remaining balance of the Eight thousand Pagodas in part of Sir John Menzeis bill upon Juggapah for Ten thousand Pagodas; And the Deponent further to the said fifth Interrogatory deposed that this Order Master James Hodges gave him (the Deponent) before the shroff and Peons of Juggapah but did Depose that he was not certain they heard it; by the means of a Table Dubash as he himself (the Deponent) did not understand English which this Respondent humbly submits from the qualified manner in which the Deponent hath taken upon himself to Swear is further corroborative proof of the Misapppropriation (of the money paid on Account of the Bill) towards the extinction

extinction of the Petitioners said Testators pretended Claim And this Respondent sheweth that the said Deponent to the fifth Interrogatory goes on further to Say that he was once present/ without specifying the time/ when Ragonaichloo demanded the Three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash which Juggapah had promised to pay in one Month and which was then expired (and without specifying when the promise was made) and in the mean time (of which particular time this Respondent can form no idea from the said Deposition of the said Vencatanarsoo Puntaloo) he the Deponent Said this Bill arrived – And this Respon: dent sheweth that the said Vencatanarsoo Puntaloo further said that Juggapah promised to pay them both; And further Deposed that Juggapah paid Master Hodges share of the Eight thousand Pagodas Regularly for three years from the Death of Vencataroy loo to the year One thousand seven hundred and eighty Six; but does not depose that he knew that the Petitioners said Testator was obliged to refund or pay back again into the Treasury of the Honble Company the proportion for the year One thousand seven hundred and eighty five, as deposed to by Andrew Scott one of this Respon: dents Witnesses) And this Respondent Submits as the Cash keeper of

of the Petitioners said Testator he the said Deponent might as well have known of the one circumstance as the other - This Respondent begs further to shew that the said Deponent to the said fifth Interrogatory further deposed that he did not know any thing with respect to the share of the other Creditors; and that he never afterwards was directed to credit Sir John Menzies for any further Sum in his Masters / the Petitioners said Testators / Accounts But this Respondent submits that as it was a matter within the knowledge of the Petitioners said Testators private Servants who were the other Creditors of Opparow it would have been easy and proper that he the Petitioners said Testator should have brought forward in evidence that they the said other private Creditors had received their Devidents for the same year which he the said Petitioners said Testator hath thought proper to advance that he had a right to claim his dividend; He would then at least have proved that he the said Petitioners Testator had as good a right to his dividend as the other private Creditors And not having done so he hath admitted this conclusion that under the influence which he possessed as a Member of Council at Masulipatam and taking an advantage of the confidence reposed in him the

Petitioners

Petitioners said Testator / by this Respondent he was alike endeavouring to Defraud the Honorable Company his publick employers and this Respondent his private Constituent; in constradiction to every Principle of duty for this Respondent submits that the Predominant duty of an agent / whither the matter entrusted to him be of a publick or private nature / is to discharge with intigrity diligence and punctuality and with a marked attention to the interests of his Employer the Commission with which he is entrusted And that the Rule by which he ought to try his Conduct towards his Pricipals is by considering in each Particular instance whither he has acted in such a manner as he might Reasonably have expected an Agent of his own to have acted for him in a Similar business - And this Respondent submits that the Duty and the rule are so obvious that it is needless to dwell upon either of them; but this Respondent though he doth not think it necessary to observe further either upon the Duty or the Rule yet he hopes that bearing this duty and rule in mind this Honorable Court will Consider how far the Petitioners said Testators Assertions wherein he advances that he received the said Bill of Exchange with disinterested motives with an intent

Intent to do his utmost to obtain payment thereof for the benefit of this Respondent and that he undertook the Business from motives of personal regard towards this Respondent are consistent with deligence Punctuality integrity or truth —

And this Respondent admits that the Petitioners said Testator did also examine another Witness namely One Ragonaichloo who this Respondent Submits hath Deposed in that loose and vague manner as to Render his Deposition not deserving any Consideration; And this Respondent begs Particularly to Notice that part of the said Deposition wherein the said Ragonaichloo / after deposing that the Petitioners said Testator deducted from the amount his devidend of the Chahar mahal money as agreed upon amounting to three thousand four hundred and Seventy one Madras Pagodas Twenty seven fanams and forty Cash and that for the balance that remained he gave a Reciept or the back of the Bill of Exchange) he did Say that the Petitioners said Testator then sent a Message first by the person who brought the Money and by the Deponent the next day to Condraigula Juggernaut Row acquainting him that whatever Cash he / meaning the said Condraigula Juggernaut Row / sent in

In future he (meaning the Petitioners said Testator) would give a Reciept for the same as before on the back of the Bill on account of Sir John Menzies And which said Deposition this Respondent submits fully proves that the Money was applied by the Petitioners said Testator to the extinction of the Chahar mahal Claim without the knowledge appro: bation or Consent of the said Condraigula Juggamaut Row for if he already knew it was to be so applied, no information (was necessary) If it was a thing agreed upon and approved no such anxiety to inform Juggapah was necessary If it was agreed upon between Juggapah and the said Testator that he the said Testator should apply so much of the Money paid on the said twenty eighth day of August to the extinction of the Chahar mahal Claim in preference to this Respondents Bill / and which of Course could not have been so agreed upon by the Petitioners said Testator had he had this Respondents interest at heart or in any degree acted from motives of personal regard towards this Respondent) he the Petitioners Testator would have offered and Juggapahs Cash keeper would no doubt have Recieved a Reciept or Achnowledgement Signifying that so much

Much was actually paid and received expressly on account and towards the further extinction of the Chahar mahal Claim -

And this Respondent doth admit that publication did pass in the said Cause and Cross Cause and that they were set down for hearing and that before the same could come on to be heard the Petitioners said Testator had Departed this life having first duly made and published in writing his last Will and Testament and thereby appointed the said Petitioner his sole Executrix - and doth admit that the Petitioner may have proved the said Will of her said Testator and may have taken upon herself the burden of Execution and that thereby she hath become the ligal Representative of the said deceased Jamishedges her said Testator and doth further admit that the said Petitioner did Consent to the said Causes standing revived and that the same were accordingly revived by mutual Consent on the grounds of the Affidavit of George Taylor the Rejester of the said Mayors Court and the Constituted Attorney of the said Petitioner and of the power of Attorney by him the said Attorney by his Attorney at law in Court deposited in Court as by the Proceedings of the fifteenth day of September now last past

Past and hereunto annexed will fully appear. And this Respondent doth admit that the said Causes did come on to be heard and were accordingly heard on the twentieth day of November last past and that the said Mayors Court did first determine on the several Exceptions as is Stated in the Petitioners said Petition and Appeal And this Respondent doth further admit that the said Mayors Court did further think fit and proper to order and decree and did accordingly Order and Decree that the said Petitioner should pay out of the Estate and Effects of her said Testator the full and just Sum of Seven thousand three hundred and four Star Pagodas eight fanams and Sixty Cash together with all such Interest as then was or thereafter should become due thereon until full payment was made also all Costs of the Original Suit - and did further order and Decree that the Cross Suit should stand dismissed with Costs as by the Copy of the said Decree annexed to the Petitioners said Petition and to which she prayed to refer would / as she said / fully and at large appear -

But this Respondent doth not admit that by such the said Order and Decree of the said Mayors Court the said Appellant was or is in any wise aggrieved or that she has any manner of Cause or reason to appeal therefrom to this Honorable

Court

Answer to the appellants first reason of appeal

Court. And for answer to the first reason given by the appellant for appealing from the Decree of the said Mayors Court and wherein it is alledged that this Respondent "has mistaken his ground of "Action for that the Appellants said Testator (the Original "Defendant and Crofs-Complainant) was neither the Drawer "Acceptor or Indorser of the said Bill of Exchange but a nominal "holder thereof only in Order to procure payment for this Respon- "dent, and that he (the said Testator) having advised this "Respondent that the said Condraigula Juggernaut Row had "only paid a part thereof and had evaded paying the Remaining "Balance the Action ought to have been brought against the said "Condraigula Juggernaut Row as the Acceptor or Against "Chicalapoody Seteramiah the Drawer thereof and that the only "Action that could be against the said Crofs Complainant would "have been for the Sum he admitted to have Received in Case he "Refused to pay the same, and that this Respondent was bound "to abide by the Declaration of the said Crofs Complainant "touching the amount paid" — this Respondent saith that the said Action is rightly laid against the Appellants said Testator and he Submits to this Honorable Court whether on

View

View of the Pleadings herein before Recited and the Reasons Arguments and proofs therein brought the same does not appear for this Respondent sheweth that it is therein proved that the Appellants said Testator had been for many years in the habit of Transacting business for this Respondent at Masulipatam as his Factor or Agent and this Respondent hath also shewn that the said Appellants said Testator as his Agent or Factor aforesaid was allowed and did actually receive a certain Commission or perbentage on the Sums of Money so received or paid by him on Account of this Respondent — And this Respondent is advised that being so employed as the Agent or Factor of this Respondent and receiving Commission Accordingly the said Testator is liable answerable and accountable to him (this Respondent) for any injury Damage or loss sustained by him through the misconduct or neglect of the said Testator and this Respondent therefore saith that the Appellant said Testator having by his own shewing received on the very day the said Bill of Exchange became due the Sum of Eight thousand Pagodas in part payment of the said Bill, and having misapplied a part of the same and appropriated it to the

extinction

extinction of his own pretended debt, and having in a short time afterwards Refused to accept a tender of the Remaining balance /being the Sum of two thousand Pagodas/ by which misconduct of the said Testator in the Premises this Respondent was injured in the amount sued for his said action was rightly and properly brought against the Petitioners said Testator - and that his only Remedy lay against the Petitioners said Testator for this Respondent saith he is advised that he could not have Resort to the Drawer in as much as the law as settled Respecting Bills of Exchange expressly holds that the Drawer of such Bill is for ever Discharged by the smallest Sum /in part payment of such Bill/ accepted and Received by the payee or Indorsee from the Acceptor as to any demand on him by either And therefore this Respondent saith that the Simple question of the right of Action (as to whom it should be brought against) lies between the said Condraigula Juggernaut Row as the Acceptor of the said Bill of Exchange and the Appellants said Testator as the Agent or Factor of this Respondent, And this Respondent is advised that the said Condraigula Juggernaut Row having on the very day the said Bill of Exchange became due paid a great part thereof namely the Sum of Eight thousand Madras Pagodas and expressly in Satisfaction of the said Bill as appears from the Depositions had in this Cause and herein before Recited and having also tendered the Remaining Balance being two thousand Madras Pagodas a few days after and the Petitioners said Testator as the Factor or Agent of this Respondent having as above Recited Misapplied a part of the said Sum To Wit the sum of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash and appropriated the same to his own use and to the extinction of a pretended debt and having also studiously concealed the same from this Respondent his Principal, and having with that view advised and informed this Respondent that a part only had been paid by the said Condraigula Juggernaut Row, and having /as is herein before shewn/ neglected and refused to receive the Remaining balance when tendered to him by the said Condraigula Juggernaut Row this Respondent saith that the said Petitioners Testator did neglect his Duty and did Injure this Respondent in that

that amount and that it is therefrom evident that he is liable to the Balance now due on the said Bill unreceived by this Respondent and that this Respondent has a well founded ground of Action against him for the same and against no other person nor was this Respondent by any means bound to abide by the Declaration of the said Appellants said Testator touching the Real amount paid by the said Condraigula Juggernaut Row as insinuated by the Appellant though this Respondent sheweth that he did abide by the said Declaration of the said Testator / as having a most implicit Reliance on the probity and integrity of the said Testator / as long as it was possible for him so to do - for this Respondent saith that it was not till after the Bill had been Returned, not till after the most Minute investication had been made into facts by the said Veerapermaul Pillay, - not till after the said Condraigula Juggernaut Row had refused to pay any further Sum than two thousand Pagodas as the Balance due on the Bill, nor even till after the said Condraugula Juggernaut Row and his said Cash keeper the said Anthenna Pantaloo had both Declared upon Oath in the most unqualified manner that the Sum of Eight thousand Pagodas had been paid to the Petitioners said Testator in discharge of the said Bill and on noother Account whatever that this Respondent allowed his good Opinion of the said Testator to be altered or in the Smallest Degree shaken. And this Respondent in Answer to that part of the said first Reason setforth by the Appellant which states "that it was the "rather incumbent on this Respondent to have brought his "action against the said Condraigula Juggernaut Row as "the Acceptor or against Chicalapoody Setteramiah the "Drawer as this Respondent required the Bill to be sent "back on being advised of the same not having been paid "and as the Bill was returned accordingly and Delivered "to the said Veerapermaul Pillay" (whose property the said Testator Pretended it to have been / this Respondent answering saith that he trusts he has Sufficiently setforth throughout the whole of the Pleadings that such his Requisition was made under the strongest impressions in favour of the Petitioners said Testator as is Agent or Factor whom he could not belive capable of appropriating a Sum

Sum of Money / received on Account of his Principal or constituent / to his own use or of endeavouring to conceal the Transaction by fraudulent and fallacious pretences and as he is advised his right of Action is / notwithstanding the pretences and asertions of the said Testator / well founded in as much as the contrary would be a total Subversion of the fundamental principles of Justice Equity and law by permitting the Petitioners said Testator to take advantage of his own unfair dealing — would be repugnant to the established Custom of Merchants in particular — Contrary to the absolute Duties of Agents or Factors towards their Employers and prejudicial to commercial Transactions in general —

And this Respondent in Answer to the insinuation of the Appellant "that the said Bill was the property "of the said Veerapermaul Pillay and that this Respon- "dent ought to have proved the Contrary "this Respondent saith that the Contrary hath been fully proved in the Pleadings in the Cause and that the said Veerapermaul Pillay himself has utterly Disclaimed the same though this

this Respondent observes there was as he is advised no necessity for bringing forward any proof of the same for that this Respondents name appearing on the face of the Bill as the original Payee, no insinuation of the Petitioners said Testator or of any other person can operate to the injury of this Respondents right or in any shape be an excuse for the said Testators Conduct who undertook to obtain the Payment thereof on account of this Respondent and as his Factor or Agent was in Duty Bound to see the same duly Performed And in further Repu- tation of the said Appellants asertion that this Respondent ought to have proved he had given "a valuable Consideration for the said Bill of Exchange "this Respondent saith that to oblige the holders of Bills of Exchange to be always under the necessity of proving a valuable Consideration would be to impede trade and would greatly tend to lessen their Currency and value and that he is advised that the Petitioners said Testator having alleged the said Bill to have been the property of the said Veerapermaul Pillay it was

incumbent

Sum of Money / received on Account of his Principal or constituent / to his own use or of endeavouring to conceal the Transaction by fraudulent and fallacious pretences and as he is advised his right of Action is / notwithstanding the pretences and asertions of the said Testator / well founded in as much as the contrary would be a total Subversion of the fundamental principles of Justice Equity and law by permitting the Petitioners said Testator to take advantage of his own unfair dealing — would be repugnant to the established Custom of Merchants in particular — Contrary to the absolute Duties of Agents or Factors towards their Employers and prejudicial to commercial Transactions in general —

And this Respondent in answer to the insinuation of the Appellant "that the said Bill was the property "of the said Veerapermaul Pillay and that this Respon- "dent ought to have proved the Contrary "this Respondent saith that the Contrary hath been fully proved in the Pleadings in the Cause and that the said Veerapermaul Pillay himself has utterly Disclaimed the same though this Respondent observes there was as he is advised no necessity for bringing forward any proof of the same for that this Respondents name appearing on the face of the Bill as the original Payee, no insinuation of the Petitioners said Testator or of any other person can operate to the injury of this Respondents right or in any shape be an excuse for the said Testators Conduct who undertook to obtain the Payment thereof on account of this Respondent and as his Factor or Agent was in Duty Bound to see the same duly Performed And in further Repu- tation of the said Appellants assertion that this Respondent ought to have proved he had given "a valuable Consideration for the said Bill of Exchange "this Respondent saith that to oblige the holders of Bills of Exchange to be always under the necessity of proving a valuable Consideration would be to impede trade and would greatly tend to lessen their Currency and value and that he is advised that the Petitioners said Testator having alleged the said Bill to have been the propierty of the said Veerapermaul Pillay it was incumbent

Incumbent on him to have proved the same but this Respondent
saith that the said Appellant Conscious of the weakness
of her Testators cause is forced to take shelter under
general assertions and weak vague and inconclusive
argument whilst the cause of the Respondent as he trusts
stands on the solid basis of Truth is supported by the
strongest Evidence and founded on the immutable
Principles of Law and Equity —

And the said Appellant as a further reason
saith that should a decree pass against her she would
be Remediless — an Argument tending only to Mislead
this Honorable Court the weakness and fallacy of which
need not be pounted out — for this Respondent saith the
Appellant hath her Remedy against the said Acceptor
on the Bill for the Remaining Balance To Wit the Sum
of Two thousand Pagodas and if the said pretended debt
be really Due a Legal mode of recovering the Same —
but this Respondent saith that even were it the case
that the Appellant was Remediless it would be no
Reason why this Respondent should lose his right as in
that

that case he would be remediless also — nor could such Decree
(as it is asserted by the Appellant it would do) hold out a
Dangerous precident on the Contrary every principle of Justice
and Equity Demands it — for this Respondent is advised
that it hath been clearly Decided in Equity that if a person
even without a Consideration Take upon himself a Duty —
which he had it in his Power to Refuse he is and shall be
bound to perform the same with trustness and propriety
and not to the Prejudice of the Person who entrusts him
much more so then an Agent or Factor (who is but a Servant
to the Merchant in the Eye of the Law) as this Respon-
dent is advised) Receiving from him in Lieu of Wages a
Commission of Factorage ought to keep strictly to the
Tenor of his Instructions as a deviation from them even in
the most Minute Particular exposes him to make ample
satisfaction for any loss that may accrue from his misconduct
or neglect and therefore this Respondent prays that the said
Decree of the said Mayors Court may be affirmed —

Answer to the Appellants Second reason of Appeal

And this Respondent in Answer to the Second
Reason or cause of Appeal exhibited by the said Appellant
saith

Saith that it is immaterial whether or not the Petitioners said Testator Proved a Debt due to him from the said Condraigula Juggernaut Row since it appears from the Deposition of Andrew Scott that the same was / long previous to the Sending the said Bill to the said Condraigula Juggernaut Row for acceptance / ordered to be paid into the Honorable Company Treasury at Masulipatam and consequently the very Shadow of a pretence is done away from the Petitioners said Testator as to any claim he might have had on the said Condraigula Juggernaut Row — but even admitting that such a Claim existed and that the said Sum of three Thousand four Hundred and Seventy one Pagodas twenty seven fanams and forty Cash had been / justly due to the Petitioners said Testator from the said Condraigula Juggernaut Row yet, even then this Respondent is advised the said Testator could not ligally appropriate any part of the Sum paid on Account of the Bill of Exchange to the extinction of his own Debt and that the whole Sum was paid on that account the best Evidence appears that could be had or the nature of the think would allow, which as this Respondent

Is advised is ample and Sufficient in the Eye of the Law namely the Deposition of the Party himself as to the Sum paid being expressly on account of the Bill of Exchange as well as the collateral Evidence admitted by the said Testator himself of the Complaint made against him by the said Condraigula Juggernaut Row on Account of his Credit being hurt by the Return of the Bill of Exchange and the said Testators appropriation of a part of the Money so paid on account of the Bill of Exchange to his own use Contrary to the express Direction of the said Condraigula Juggernaut Row, — and this Respondent Saith he is advised that the Buyer has a right to Direct the Application of the Money paid in the Manner he thinks Proper and that if the will of the person paying and that of the Person Receiving differ the will of the prayer shall Prevail and the Money be appropriated accordingly for that he who pays the Money has a right to Direct to what purpose it shall be applied — and this Respondent prays leave to observe that this Doctrine is established and confirmed by every adjudged case on the Subject, and more fully and particularly in the case of

Timber

Timber versus Gardenier in Easterterm in the thirteenth year of Queen Anne in the Court of Queens Bench where per curiam it was agreed that "if the Defendant gave it" [meaning Money] "with one Intention and the Plaintiff accepted "it with another the intention of the Donor must prevail" So in an anonymous case Reported in Crokes Elizabeth page the Sixty eighth "Defendant was indebted in money on a Bond and also for Wares sold and at the day of payment "he tendered the money on the Bond, the Plaintiff took the money "and said he would apply it to the payment of what was Due "for the Wares but Defendant said he paid it on account of "the Bond Plaintiff afterwards brought Debt on the Bond and "it was adjudged against him for the payment is to be according "to the manner the Defendant would pay it not as the plaintiff "would receive it" And this Respondent begs to observe that the very circumstance of the greater part of the Sum having been paid on the Exact day on which the Bill became due and the Balance tendered to the Precise amount drawn for indicates the intentions of the Payer in the strongest manner and Corroborates his deposition And in a case reported in the second Volume of Peer Williams's Reports

Reports page three hundred and eight "where the point turned "on payment of Earnest on which Plaintiff relied and Defendant "had pleaded that he did not accept or receive it as Earnest "the Plea was overuled for that it was not Material how Defendant received it but how the Plaintiff paid it"

And this Respondent in further answer to the Second Reason given by the said Appellant saith that therefore the said Appellants said Testator did not Support his Answer touching the appropriation of the said Sum or the intentions of the said Condrigula Juggernaut Row and this Respondent submits to this Honorable Court that the Evidence of the said Condraigula Juggernaut Row admitted by the said Mayors Court was legal and admissible Evidence in this Cause for the Reasons assigned in this Respondents answer to the exceptions taken by the Petitioners said Testator thereto and others as before and herein after stated And this Respondent in Answer to that part of the said appellants second Reason of Appeal which states her objections to the Evidence of the said Andrew Scott as being wholly inapplicable and merely hearsay and Conclusions drawn

drawn from the Copies of papers the originals of which the said Andrew Scott had never seen submits to this Honorable that the same does fully apply and is sufficient in the Law - in as much as it tends to prove that the Chief and Council at Masulipatam did in the year of our Lord One thousand seven hundred and eighty five Receive the whole of the said Sum of Eight thousand Madras Pagodas ordered to be annually paid to the Creditors of the aforesaid Opparow and did Deposit the same in the Company's Treasury, and as it further proves that the Appellants said Testator himself must have known and did know the same at the time the said Bill of Exchange was remitted to him for the said Deponent in his answer to the seventeenth Interrogatory exhibited to him on the part of this Respondent did say "that whilst the said Condraigula Juggernaut Row was at Rajahmundry with Master Sadlier "in the year one thousand seven hundred and eighty five" (being a full year before the said Bill of Exchange was drawn) "Master Hodges compelled his" (meaning the said Condraigula Juggernaut Row) "Agent Coontah Verte Vencatachellum

Venkatachellum to pay him (Master Hodges) three thousand "five hundred Pagodas on account of his Share of the afsign- "ment to Opparow's Creditors but that Master Sadlier upon "being informed of this transactions interposed - in Consequence "of which interposition the said Sum was afterwards paid "by Master Hodges into the Company's Treasury" And this Respondent submits that this being a transaction of public notoriety and in which the Appellants said Testator as a public Servant bore so large a part twelve Months before the Bill was drawn, the pretence of the said Testator and the Claim now attempted to be set up of his Right to the said Sum so paid as aforesaid on account of the Bill of Exchange is not merely a Suppression or Direction of the truth but is that direct suggestion and averment of falshood which calls loudly for the interference and punishment of a Court of Justice on the very face and appearance of it and on the contrary it is sufficiently evident that the said Condraigula Juggernaut Row was right in his Statement since he appealed to the very persons who were the principal Actors in the transactions he complained of and

and who to his indelible disgrace had he been wrong could and must instantly have confuted him; — And this Respondent begs to observe that the said Andrew Scott as Secretary to the Chief and Council at Masulipatam saw the paper in question (that is to say) the Copy of a Report made to Government respecting Opparow's Claim on the Chahar mahal District (in his official capacity but that he could not have seen the original thereof the Committee of Circuit (who made the said Report) then Corresponding (as this Respondent has been informed) directly with Government and the Board of Revenue without Reference to the Chief and Council of Masulipatam unless in the Communication of Copies of Such letters or reports as they might deem materially necessary to or for their information and in Conducting the affairs of the districts Subordinate thereto: — And this Respondent begs leave to observe that the said Appellant has laid a great stress on a supposed Deviation in the Deposition of the said Andrew Scott Respecting the said Bill of Exchange to which this Respondent answering saith that the said Deponent is not then speaking of the

Said

Said Bill from himself or in his own words but that he is only stating from memory the tenor of a Complaint made by the said Condraigula Juggernaut Row against the Petitioners said Testator wherein such a Deviation is not at all material nor does it tend to impeach the Credit or bar the testimony of the said Andrew Scott whether this Respondent was or was not the Drawer of the said Bill of Exchange or in whose favour the same was Drawn and it is to be observed that the said Andrew Scott never saw the said Bill of Exchange and therefore this Respondent saith that the Relying on such quibbling and frivolous pretences supported by such flimzy arguments as the Appellant has thought Proper to make use of is the surest testimony of the weakness of her Cause. — And even supposing that the said Condraigula Juggernaut Row in his Petition and Complaint made to the Chief and Council at Masulipatam against the Petitioners said Testator had mistated the Said Bill of Exchange this Respondent saith it would not have been Material to the point at issue which is whether the Petitioners Said Testator hath or hath not Discharged with integrity

deligence

Deligence and punctuality the commission with which he was intrusted:- and this Respondent saith that although the said Condraigula Juggernaut Row is not to be presumed to have been acquainted with the private concerns then current between this Respondent and the Appellants Said Testator or conversant in the technical terms attending mercantile transactions in Europe yet the indorsement of this Respondent to the said Testator which appears on the said Bill being an authority to the said Acceptor to pay it to the then holder and Indorsee the petitioners said Testator it was no more than Truth to call it a Bill in his the said Testators favour and the said Bill having been so indorsed by this Respondent being the payee or person to whom the same was originally made payable it became this Respondent is advised as between the Indorsor and the Indorsee a new Bill of Exchange and consequently the said Condraigula Juggernant Row was legally justified in stating the matter as deposed by the said deponent Andrew Scott. And in full answer to what the said Appellant hath alledged in her second reason appi said Respecting the unfoundedness of the said Complaintes

Deduced

Deduced from the silence of the Government thereon this Respondent saith that no such conclusion is at all deducible therefrom:- for the said Condraigula Juggernaut Row having Rendered himself obnoxious to the Government and been removed from his Situation as Renter of Chahar mahal a very short time afterwards it is Reasonable to presume that the Government Declined investigating the matter any further on the ground that the Interest and private Concerns of Individuals must always give way to Concerns and Interest of a public and General nature as was the case with respect to Condraigula Juggernaut Row. And this Respondent in reply to the Reasoning of the said Appellant and her Quotation from the Deposition of the said Andrew Scott to prove the fallacy of the said Condraigula Juggernaut Row saith that the said Quotation is not fairly recited, for that the said Andrew Scott in addition to and immediatily after the said Quotation made use of by the Appellant goes on to say that he [the Deponent] nevertheless believed at the time and still continued "of Opinion that Juggernaut Row never meant or intended

that

"that any part of the eight thousand Pagodas which he affirmed
"having paid to Master Hodges on the twenty eighth of August
"One thousand seven Hundred and eighty Six, should have
"been appropriated to any other purpose whatever than
"towards the Discharge of the Bill of Exchange" And this
Respondent begs to observe that such the Opinion of the
said Andrew Scott must be taken together and not in
parts and the Conduct of the said Petitioner in selecting
such parts as she thinks might be of service and omitting
such as are unfavorable to the defence set up against
this Respondents Claim this Respondent submits is not
only greatly reprehensible but is precisely leading in the
steps and pursuing the example of her Testator.

Answer to the Appellants third Reason of Appeal

And this Respondent in answer to the matters
and things set forth in the third of the appellants reasons
for appealing from the said Decree begs leave to observe
that the whole of the same turning on a pretended combi-
nation confederacy and collusion said to exist between
this Respondent and the said Veerapermaul Pillay the
said Condraigula Juggernaut Row and the said
Chicalapoody Setteramiah but of which the said Appellant
has not adduced or even attempted to adduce the slightest proof
rests on the single assertion of the said Appellant and the
same not appearing in Evidence must as this Respondent is
advised be presumed and considered as not existing in fact
and this Respondent doth utterly deny any such confederation
ever to have existed: and prays leave to refer to the reasons
assigned in his Original Bill and Replication as well as
his Answer to the Cross Bill for a further and more
Complete Refutation thereof — And this Respondent in
answer to that part of the Appellants said third Reason
of Appeal which states "that it is not to be credited that the
"Complainant if he had merely been as he pretended to be the
"only person interested in the Bill of Exchange and that the
"amount thereof had actually been paid out of his own proper
"monies to the Drawer thereof would have Remained so
"unconcerned for so many months when so large a Sum as
"nearly Six thousand Madras Pagodas was at Stake"
saith that he hath already in answer to the first reason
of Appeal stated that his Conduct was wholly influenced
by

By the strong impressions his mind had received in favour of the Appellants said Testator whom he could by no means persuade himself to believe capable of so fraudulent a proceedure or so flagrant a breach of the trust reposed in him but that from the moment he knew from the Letter of Master Charles Baker and from the depositions upon Oath of the said Condraugula Juggernaut Row and his Cash keeper (and could no longer Disbelieve) the unwarrantable practices of the said Testator he (this Respondent) sought redress from the said Testator by the original Suit

Answer to the Appellants fourth Reason of Appeal

And this Respondent in answer to so much of the fourth Reason assigned by the said Appellant for appealing from the said Decree as alledges that there is no Evidence in Opposition to the several matters and things set forth and averred in the Answer of the Appellants said Testator to the Original Bill submits to this Honorable Court that the same or the greater and more material parts thereof have been opposed by the best Evidence the nature of the case did admit of — that the said Answer is not upon Oath and rests

Rests on the bare assertions of the said Testator and therefore of no validity unless established by sufficient Evidence and which this Respondent saith the said Testator has failed to adduce — And this Respondent saith the Replication in the Original Cause fully answers & refutes the greater part of the same and that he is advised any further opposition to the same would have been unnecessary for this Respondent to have gone into — And this Respondent submits to this Honorable Court that the said Mayors Court was justified in overuling the objections made by the Attorney in Court of the said Testator to the Cross Answer of this Respondent and that upon the strictest grounds of Law and Equity — for this Respondent is advised that "he who wants Equity must do it," and the motion of the Attorney of the Appellants said Testator before the said Mayors Court (as appears by the Appellants own shewing) having been made with a view of depriving this Respondent of all benefit and advantage meant and intended to be Derived from his said Cross Answer was that fraudulent and insidious attempt to take advantage of this Respondent as clearly to fall under the foregoing principle and

And this Respondent Denies that "his said Brofs answer is/as it is said by the Appellant to be/ Replete with palpable Contra: ditions - for this Respondent saith that the said Brofs answer throughout supports the Pleadings in the Original Cause - And this Respondent begs leave further to submit that had the Petitioners said Testators conduct been fair and honest he would not in that case have dreaded or shrunk from the enquiry but would have put in his answer to this Respondents Complaint in the first instance and not have procrastinated the decision in the shameful manner he hath done and which could have been for no other purpose than to harrafs this Respondent with a tedious and greatly expensive Litigation -

Answer to the Appellants fifth Reason of Appeal

And this Respondent to that part of the fifth Reason of Appeal stated by the said Appellant which alledges that this Respondent "in bringing his action against "the Appellants said Testator did as a foundation thereof "state that the said Testator was his Agent and did receive "Commission and was therefore liable to pay not only the said Sum of Eight thousand Pagodas pretended to have been "received but also the Remaining Sum of two thousand Pagodas "Pagodas which it is admitted never was Received and that to "shew the said Testator was the Agent of this Respondent he/ "this Respondent/ did introduce in the Pleadings an Accounts "Current in which Credit was given to the said Testator for Com: "-mission" - and which also states that "the same was made up "by this Respondent subsequent to the return of the said Bill "and when the Collusion before noticed," / as the said Appellant "did say/ "was working to injure her said Testator" - in Answer saith that he hath already in his answer to the first reason of Appeal set forth and proved the Ground of his Action against the Appellants said Testator to be just and sufficient in the Law: and that the said Testator was his Agent and did receive Commission as such is tacitly admitted by the said Testator in his Rejoinder in the Original Cause and Conse: quently there was no neceſsity for the aſsertion of the said Appellant/ in the said fifth Reason Contained/ "that this "Respondent had not Produced a Single Witneſs to prove "the same" And to that part of the said fifth Reason or Cause of Appeal which states that "the Appellants "said Testator in his said Answer did set forth the Extract

of

"of a Letter by him addressed to this Respondent some "time
"previous to the Existence of the said Bill of Exchange therein
"informing him that he would not Receive any Commission
"for any Business he might Transact for him at Masulipatam"
this Respondent saith that as he has been advised it hath
been held that although a mans own compositions and
writing may be Produced and Received as Evidence -
against him yet that it cannot be Received in his favour
as the law in that case will always suppose a fabrication
for interested purposes moreover this Respondent saith that the
said Letter having been written long previous to the Existence
of the said Bill / as is admitted by the Appellant / can be
no Evidence against the Existence of a fact subsequent
thereto and of consequence all conclusions therefrom -
Drawn must fall to the Ground - since this Respondent
hath shewn in the Pleadings / and the same was admitted
by the Appellants said Testator / that in the Account
Current as Settled with and approved of by the said
Testator and which was Closed on the thirty first day of
December in the year of our Lord One thousand Seven
hundred

hundred and Eighty Six, the said Testator was credited for
Commission as the Agent or Factor of this Respondent and
allowed of and accepted the same And this Respondent
saith that although the said Account Current was -
settled after the Return of the Bill of Exchange yet that
the same was prior to any Discovery of the illegal ~~and~~
and unwarrantable Conduct of the said Appellant said
Testator in the premises And in Answer to the assertions
of the Appellant in the said fifth Reason or Cause of
Appeal contained that is to say "that even had her said
"Testator actually been the Agent of this Respondent and
"Received his Commission as such and the whole of the said
"Sum of Eight thousand Pagodas on Account of the said
"Bill yet he could have been Accountable only for as
"much as he had Received and not for the sum of two
"thousand Pagodas which he did not receive" - this
Respondent saith that the same is expressly contrary
to the Custom of Merchants and the law of the Land - for
this Respondent saith that whosoever undertakes another's
Business makes it his own that is he promises to employ

upon

upon it the same care attention and deligence that he would do if it were actually his own and upon this principle this Respondent saith he is advised that a tender of the Balance Remaining Due on the said Bill to the Appellants said Testator and his refusal to accept the same was such a Departure from his Dublic and bounden Duty as the Factor or Agent of this Respondent as to render him in the first instance liable to make Good the loss and damage accruing to this Respondent therefrom:- for this Respondent saith he is further advised that it hath been adjudged in the case of Heath versus Turner, "That as the authority and trust "Reposed in Factors is very great so ought they to be provi: "dent in their Actions for for the benefit of their principals "and therefore if Factors shall give time to a man for "payment of Monies Contracted on sales of their prin: "cipals Goods and after the time is elapsed they shall "sell Goods of their own to such Persons for ready Cash/ "leaving their Principals unreceived) and then such "man breaks and become insolvent the Factor in Equity and "and Honesty ought to make good the losses: for they ought not "to dispense with the Non payment of their Principals monies "after they become due and procure payment of their own "to another mans loss"

And this Respondent in Answer to the objection taken by the said Appellant to the Evidence of the said Con: draigula Juggernaut Row saith he is advised that the same was Regular and admissible Evidence: for this this Respondent saith that the said Witness was by no means interested in the Event of this cause for that the same does not nor can it exonerate him from any one Claim or Sum of Money now due from him whatsoever and that he therefore stands on the ground of a fair and impartial Witness:- for this Respondent saith if it be admitted that both the Demands originally standing against him To Wit the Ballance due on the said bill of Exchange and the said Claim of the Appellants said Testator on Account of Opparow as set forth in the pleadings were legal ones and as such liable to a recovery at law he was then competent to declare as between the

parties

Parties in these causes on which Account he paid the
money / as this Respondent hath herein before shewn :/
and the Receipt of the said Sum of Eight thousand
Madras Pagodas being admitted by the Appellants said
Testator it can make no difference to the said Condraigula
Juggernaut Row the said Witness in whose favour these
causes are decided for if the said Testators Claim be
recoverable at law and this Honorable court should think
proper to affirm the said Decree of the said Mayors Court
the Witness is still liable to it / if it was originally an
unjust one then so much money is paid on the Bill of
Exchange :- and on the contrary should the said appellant
obtain a Decree in her favour the said Condraigula
Juggernaut Row will still be liable to the Holder of the
said Bill for the Balance due on it as the Acceptor
thereof and consequently in either case he is disinterested
in the Event and therefore he is a truly competent
Witness And this Respondent saith that the Evidence
of Veerapermaul Pillay turning on his share in the
Negociation of the said Bill is not given on matters of
hearsay

nor from Interested motives as reference thereto had will
to this Honorable Court more fully And at Large
appear

For all which Reasons and such others
as may be offered at the hearing this
Respondent humbly prays this Honble
Court will be pleased to affirm the
Decree of the said Mayors Court and
that the Appellants Petition of Appeal
may be Dismissed with exemplary
costs for her litigious Conduct

/ Signed / Robert Williams
Solicitor for Respondent

Extract

Extract from the Minutes of a Court Held at the Town Hall in Tuesday the 15th day of September Anno Domini 1795

Present

Benjamin Roebuck Esquire Mayor

Andrew Ross and William Abbott

Aldermen

Mr. Alderman Call takes his Seat upon the Bench

Sir John Menzies Baronet

James Hodges

Es. E. Contra

Mr. Robert William Attorney for the Original Complainant and Cross Defendant prays that these causes may be Sit Down for hearing - to which Master James Stuart Hall the Opposite Attorney objects and informs the Court that these Suits have Abated by the Death of the Original Defendant and Cross Complainant in Support of which he prays leave to file an Affidavit - Affidavit of George Taylor Sworn to before the Mayor Read and filed this day - Mr. Robert Williams Attorney for the Original Complainant and Cross Defendant prays that the Power of Attorney mentioned in the Affidavit may be produced to the Court for his inspection which the Opposite Attorney accordingly complys with - Mr. Robert Williams Attorney for the Original Complainant and Cross Defendant prays that these Suits may stand Revived against Anne Hodges Sole Executrix of the Last will and Testament of the said James Hodges Deceased to which the Attorney for the Original Defendant and Cross Complainant Consents - Ordered that the same do stand Revived Accordingly

A True Extract

Signed George Taylor Regr

Court of Appeals

Court of Appeals at Madraspatnam Saturday the 13th day of February Anno Dominii 1796.

Between Anne Hodges Executrix of the last Will and Testament of James Hodges heretofore of Maulipatam Esquire deceased Appellant and Sir John Menzies Baronet 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 Hon'ble the Mayors Court together with the Decree of the said Court given in this Cause on Friday the 20th day of November Anno Dominii 1795. 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 Hon'ble the Mayors Court do stand affirmed and that the Appellants Petition be hence dismissed with costs.

Vera.

/Signed/ J. Webbe
Clerk

To the Kings Most Excellent Majesty in Council

Between Sir John Menzies Baronet Complainant and Elizabeth Hodges Executrix of the last Will and Testament of James Hodges deceased Defendant.

The humble Petition and Appeal of the above named Defendant

Humbly Sheweth

That the Complainant above named did some time on or about the Sixteenth day of August and year of our Lord One Thousand Seven hundred and eighty eight Exhibit and file his Bill of Complaint in the Mayors Court of Madraspatnam setting forth that your Petitioners said Testator did stand indebted unto him the Complainant in the full and Just Sum of Seven Thousand three hundred and four Star Pagodas Eight fanams and Sixty Cash and for the particulars thereof the Complainant did refer to an Account Current marked A to his said Bill annexed and the Complainant in and by his said Bill did say that some time on or about the twentieth

Filed in my Office the 25th February 1796
J. Webbe Clk

twentieth day of July which was in the year of Our Lord One thousand Seven hundred and eighty six One Chincala-
spoody Setteramiah of Madras Acting as Vakeel or Agent for
Condraigula Juggernat Row then at Masulipatnam drew
a Bill of Exchange under date the said twentieth day of
July payable to the Order of the Complainant by his then
discription of John Munzies Esquire for the sum of Ten
thousand Madras Pagodas and payable in thirty days after
sight by the said Condraigula Juggernat Row which said Bill
was forwarded to your Petitioners Testator as the Agent and
attorney of the Complainant at Masulipatnam aforesaid
with a request to your Petitioners Testator to do what was
necessary respecting the said Bill and when due to pass
the same to the Credit of John Francis Moracien Esquire –
that the said Bill was accepted by the said Condraigula
Juggernat Row the twenty fifth day of the said month of
July as the Complainant did say would appear by a Copy of
the said Bill marked **B** annexed to his said Bill of Com-
plaint that some time afterwards but before the said Bill
of Exchange was due the Complainant having made a new
Arrangement with the said John Francis Moracien informed
your

your Petitioners said Testator thereof and therefore
desired the said James Hodges to consider the Amount
of the said Bill as his the Complainant and to be
put to his account and the Complainant did say
that same time after the said Bill become due to wit
on the twenty eighth day of August then next
following the said Condraigula Juggernat Row
did by his Cash Keeper Authinna Puntaloo in part
discharge thereof pay unto your Petitioners said
Testator or to his Cash Keeper for his account and
with his knowledge the sum of Eight thousand
Madras Pagodas, and on or about the fifteenth
day or some other time in the month of September
then following the said Condraigula Juggernat Row
did tender by his said Cash Keeper unto your Petitioners
said Testator the further sum of two thousand
Madras Pagodas being the balance of Principal
money due on the said Bill of Exchange as also any
Interest that might be due thereon and at the same
time demanded from your Petitioners said Testator
the delivery of the said Bill of Exchange unto
him.

him for Account of the said Condraigula Juggernat Row but the Complainant did say that your Petitioners said Testator refused so to do pretending as the Complainant did say he had been informed that your Petitioners said Testator had received from the said Condraigula Juggernat Row only the sum of four thousand five hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash for Account of the said Bill and the remaining part of the said Eight thousand Pagodas so as aforesaid paid by the said Condraigula Juggernat Row to your Petitioners said Testator being three thousand four hundred and twenty one madras Pagodas. twenty seven fanams and forty Cash was pretended to be for Account of a Claim which your Petitrs said Testator had on the said Condraigula Juggernat Row, and that your Petitioners said Testator endorsed on the said Bill of Exchange only the said Sum of four thousand five hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash instead of the said Sum of Eight thousand madras Pagodas. which the Complainant did say had been paid unto him for account

of the said Bill as aforesaid, and told the said Condraigula Juggernat Row or his Agent or Gomasta that when he paid the remaining Balance being five thousand four hundred and twenty one Madras Pagodas twenty seven fanams and forty Cash, he your Petitioners said Testator would deliver up the said Bill of Exchange And the Complainant did say that your Petitioners said Testator had given him Credit only for the said Sum of four thousand five hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash as received on Account of the said Bill of Exchange instead of giving the Complainant did say Credit as he ought to have done for the said Sum of Eight thousand Madras Pagodas that when he had information from your Petitioners Testator of his having received the said Sum of four thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash and Credited him for the same - he credited your Petitioners said Testator for Commission thereon in his account Current of the thirty first of

December

December One thousand Seven hundred and eighty six not having then conceived that any greater or other Sum had been paid or tendered to be paid for Account of the said Bill of ten thousand Madras Pagodas and the Complainant did say being at that time entirely uninformed of all the Illegal and unwarrantable actings and doings of your Petitioners said Testator in the premises by which Actings and doings of your Petitioners said Testator the Complainant did pretend that he was injured to the Amount of the said Sum of three thousand four hundred and Seventy one Madras Pagodas twenty seven fanams and forty Cash and in the further Sum of two thousand Madras Pagodas and Interest thereon respectively as he did say would appear by the said Account Current A for that finding as he did pretend that your Petitioners said Testator had dispaired of getting any further payment from the said Condraigula Juggernat Row he the Complainant conferred with Verapirmaul Pillah of Madras debash at whose recommendation in the first instance he had taken the said Bill of Exchange who in confidence of the Circumstances of the said Condraigula Juggernant Row

Row not being as disperate as your Petitioners said Testator had stated them advised him the Complainant to send for the said Bill of Exchange from Masulipatnam promising his Exertions to recover the Balance at Madras on the faith whereof and under such impresions and assurances as he received at the time from the said Verapermal Pillay considering himself as secure of receiving at Madras the Amount due on the said Bill wrote accordingly in strong terms to your Petitioners said Testator thanking him for the trouble he had hitherto taken and requesting the Bill to be returned in order to be delivered to Verapermal Pillah for the purpose aforesaid and that your Petitioners said Testator sent the said Bill accordingly But that when the said Vera Permaul Pillah applied for the supposed Balance due upon the said Bill the said Condraigula Juggernat Row did as the Complainant did say state his Payments on Account thereof at the time and in manner as was above setforth and declared that his the Complainant Remedy lay against

against your Petitioners said Testator whereupon the said Veraperumaul Pillay returned the Bill to the Complainant and declined all further interference therein, as he had not received or had a prospect of receiving any money on account thereof wherefore the Complainant did charge that he was injused as above and thereafter stated by the Actings and doings of your Petitioners said Testator in the Premises which Actings and doings the Complainant did charge as follow to wit that the said Condraigula Juggernat Row paid unto your Petitioners said Testator on the said twenty eighth day of August the said Sum of eight thousand Madras Pagodas expressly in part payment of the said Bill of Exchange, and for no other purpose whatever and that the said Condraigula Juggernat Row did at the time of paying the said Sum of Eight thousand Madras Pagodas by himself or Servant declare unto the said James Hodges that he paid it for that purpose and no other - that the said Condraigula Juggernat Row did on or about the said fifteenth day or some other time in the Month of September then following the Complainant did say tender unto your Petitioners

Petitioners said Testator, the following Sum of two thousand Madras Pagodas being the balance of Principal Money due upon the said Bill of Exchange, and at the same time demanded from your Petitioners said Testator the delivery of the said Bill of Exchange with a full discharge thereon which Sum of Two thousand Madras Pagodas the Complainant did pretend your Petitioners said Testator did refuse to receive pretending that a greater Sum to wit the said Sum of five thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash was due thereon when in fact the Complainant did say the said Condraigula Juggernat Row did at that time owe on Account of the said Bill only the said Sum of two thousand Madras Pagodas wherefore the Complainant did charge that your Petitioners said Testator was indebted unto him in the said Sum of eight thousand madras Pagodas Principal money being for so much received as aforesaid for Account and in part discharge of the said Bill of Exchange - That your Petitioners said

Testator

Testator the Complainant did say stood further indebted unto him in the Sum of two thousand Madras Pagodas being the balance of the Principal money due on such Bill of Exchange deducting therefrom the said Sum of four thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash for which your Petitioners said Testator had endorsed his receipt and given Credit to him the Complainant in Account as aforesaid for that such balance of two thousand Madras Pagodas was tendered and whould have been paid unto your Petitioners said Testator had he the Complainant did pretend willing to have received the same as he ought to have done as his the Complainants Agent or Attorney for that the said Sum of three thousand four hundred and Seventy one Madras Pagodas, twenty Seven fanams and forty Cash being as the Complainant did say the difference between the said Sum of Eight thousand Madras Pagodas and four thousand five hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash as also the said Sum of Two thousand Madras Pagodas together with

with the Interest thereon respectively from the dates on which the former Sum was paid and the latter Sum was tendred to be paid by the said Condraigula Juggernaud Row or his Agent or Gomastha for his account unto your Petitioners said Testator make together the said Sum of Star Pagodas Seven thousand three hundred and four Eight fanams and sixty Cash as by the said Account Current the Complainant did say would appear - And the Complainant did state that he had frequently demanded of your Petitrs said Testator the said Sum of Seven thousand three hundred and four Star Pagodas Eight fanams and Sixty Cash and that he did refuse to pay the same: and the Complainant did pray that your Petitioners said Testator might on his Corporal oath full true direct and perfect Answer make to all and Singular the matters and things in his the Complainants Bill setforth as fully truly and effectually to all intents and purposes as if the same were there again setforth and interrogated, and particularly that he might answer whether the said Chincalapoody Setteramiah did not draw the said Bill at the time under the date, and

for

for the said Sum of ten thousand Madras Pagodas as before
setforth and whether the same was not drawn on the said
Condraigula Juggernat Row, and payable his the Complainants
order at thirty days after sight, and whether the said
Condraigula Juggernat Row did not on the said twenty
eighth day of August pay unto your Petitioners said Testator
the said Sum of eight thousand Madras Pagodas in part
payment of such Bill declaring at the time he so paid
the said Sum of eight thousand Madras Pagodas that
it was for account of the said Bill and whether your
Petitioners said Testator did not in Consideration thereof
that the said Sum of Eight thousand Madras Pagodas
when so paid as aforesaid was paid by the said Condraigula
Juggernat Row or his Gomastha or Cash Keeper Expressly
in part payment of the said Bill of Ten thousand
Madras Pagodas and for no other purpose whatever and
whether the said Condraigula Juggernat Row did not in
person or by his Cash Keeper or Gomastha afterwards or
about the said fifteenth day or some other time in the
said month of September tender unto your Petitioners
said Testator payment of the Sum of two thousand

Madras

Madras Pagodas as the Ballance due by him on account
of the said Bill for ten thousand Madras Pagodas
and whether your Petitioners said Testator did not
refuse to receive the said Sum of two thousand
Madras Pagodas under pretence that the same was
not the full Balance due on account of the said
Bill but that there was due on account thereof
the said Sum of five thousand four hundred and
seventy one Madras Pagodas twenty seven fanams
and forty Cash, or some other and what sum and
the Complainant did further pray that your Petitioner
said Testator might be decreed to pay to him the
said Sum of Seven thousand three hundred
and four Pagodas Eight fanams and sixty Cash
together with all Interest and Costs of Suit -

And your Petitioner humbly sheweth
unto your most Excellent Majesty in Council that to
the Complainants said Bill of Complaint your
Petitioners said Testator by his Attorney in Court
did appear thereto and did Exhibit and file his
Answer to the Complainants said Bill of Complaint

and

and did therein and thereby state that he denied to stand indebted unto the said Complainant in the Sum of Seven thousand three hundred and four Star Pagodas eight fanams and sixty Cash Current Money of Madras or in any other Sum or Sums of money whatever as the same was unjustly charged and setforth in the Complainants said Bill of Complaint and the several exhibits thereto annexed and did further say that the said Action was very irregularly brought against him, in order to make him Responsible for the said Sum of money which if due at all unto the Complainants which he did in no wise admit, it was evident by the Complainants own shewing in and by the said Bill that the same ought not to have been demanded from him your Petitioners said Testator, but from Condraigula Juggernat Row the person upon whom it appeared the Bill of Exchange Exhibited in the said Bill was drawn or upon Chincalapoody Setteramiah who was in the said Bill said to have been the drawer thereof that it appeared by the whole of the said Bill that the said Complainant had confederated with the said Drawer and acceptant of the said Bill of Exchange with the view and design of

defrauding

defrauding your Petitioners said Testator out of the Sum Sued for: under pretence of the whole Amount of the said Bill of Exchange having been paid or payment thereof having been tendered by the said acceptant unto your Petitioners said Testator or the Endorsee thereof on account of the Complainant contrary to the real state of the facts relating to the said transaction and contrary to the principles of Law or Equity - that in order to shew the unwarrantable Conduct of the Complainant in bringing the said Action your Petitioners said Testator did say that he had received a Bill of Exchange from the said Complainant some time in the month of July which was in the year of our Lord one thousand seven hundred and eighty six, said to be drawn by the aforenamed Chincalapoody Setteramiah then at Madras acting as Vakeel to the said Condraigula Juggernat Row at that time at Masulipatnam upon the said Condraigula Juggernat Row for the Sum of Ten thousand madras Pagodas and made payable to the said Complainant at thirty days sight but that he

he your Petitioners Testator was not the Complainant a Attorny at that time, nor did he regard himself as his Agent, Except that from motives of personal regard towards the Complainant that he undertook at different times to transact some of the Complainants Business at Masulipatnam, but did decline Ever receiving any Commission for the said business. That he so transacted on the Complainants own Account, as the Complainant well knew, and that he your Petitioners said Testator was in no way in the commission Business- believed that the Copy of a Bill of Exchange annexed unto the said Bill of Complaint was a Copy of the said Bill of Exchange so sent to him your Petitioners Testator by the said Complainant, and which Original the Complainant acknowledged to be in his Profession – that long previous to and at the time of his your Petitioners Testator receiving the said Bill of Exchange from the said Complainant the aforenamed Condraigula Juggernat Row stood indebted unto him your Petitioners said Testator in a Considerable Sum of Money to wit the Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash arising upon certain Covenants Executed to him by the said Condraigula Juggernat Row under the date of the tenth day of April One thousand Seven hundred and eighty three, reciting that in Consideration of his the said Condraigula Juggernat Row having possessed himself of the Estate and Effects of his uncle Vencataroyaloo and of his the said Vencataroyaloos being at the time of his death under engagements to pay unto your Petitioner the Sum of three thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash annually for the term of eight years on account of Char mahal and of Opporows debt due to your Petitioners said Testator that he the said Condraigula Juggernat Row did become bound to pay unto your Petitioners said Testator the like Sum of three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash, annually for the like term of eight years that the said Condraigula Juggernat Row did duly pay unto your Petitioners said Testator the said Sum of three thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash annually on or about the said tenth day of April in the year of Our Lord One thousand Seven hundred and eighty four, and

and one thousand Seven hundred and eighty five and there was then due another annual payment of the like Sum of three thousand four hundred and seventy one Pagodas twenty Seven fanams and forty Cash on the tenth day of April One thousand Seven hundred and eighty six, at which period the said Condraigula Juggernat Row did not pay the said Sum, and the same was actually due, and owing at the time, that your Petitioners said Testator received the said Bill of Exchange from the Complainant and long afterwards until the same was paid and discharged by the said Condraigula Juggernat Row in the manner thereafter shewn altho he your Petitioners Testator had at the expiration of the said term of payment to wit on the tenth day of April One thousand Seven hundred and Eighty six and at Sundry times thereafter demanded payment thereof, at all which times the said Condraigula Juggernat Row did acknowledge the Justness of the demand and did promise payment thereof that matters stood between him your Petitioners said Testator and the said Condraigula Juggernat Row in the situation before described at the time of his receiving the aforesaid Bill of Exchange from the

the Complainant upon him the said Condraigula Juggernat Row – and your Petitioners said Testator did say that he had shewn that he was not in the Agency or Commission Business, but that he transacted some business occasionally for the Complainant at Masulipatnam from motives of personal regard, and did decline taking Commission and therefore did disinterestedly receive the said Bill of Exchange with a View of doing his utmost to receive the Amount thereof from the said Condraigula Juggernat Row, but in case the said Bill had been transmitted to him by any other person he would certainly have declined the trouble and on account of his not being in the habit of transacting business for other persons and as well also for the obvious Cause of his having demands on the said Condraigula Juggernat Row, on his private account but that as both transactions were of a simple nature, he did not apprehend that any event would follow his Compliance with the Complainants desires, so contrary to the union and Confidence that then seemingly Existed between the different parties – that when he presented the Bill

Bill for acceptance, he reminded the said Condraigula Juggernat Row of his promise of payment, and again demanded payment of the aforesaid Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash and the said Condraigula Juggernat Row did thereupon repeat his promise of payment and did assure him your Petitioners said Testator that the payment of the said Bill should be no impediment thereto, and that he would punctually pay them both that after the said Condraigula Juggernat Row had accepted the said Bill, and between that day and the day of payment your Petitioners said Testator did repeat his said demand and particularly on or about the twenty third or twenty fourth of the Month of August in the year aforesaid - that the said Condraigula Juggernat Row would pay him your Petitioners said Testator the Amount of his said demand the following day, and that he would also at the same time pay a part of the said Bill -. That the said Condraigula Juggernat Row did on or about the twenty eighth day of the said month send the Sum of Seven thousand and six hundred Madras Pagodas out of which your Petitioners said Testator did take the aforesaid Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash in discharge of the aforesaid Annual payment due on the aforesaid tenth day of April one thousand Seven hundred and eighty six and did endorse the Bill of Exchange with the receipt of the Sum of four thousand one hundred and twenty eight Pagodas Eighteen fanams and forty Cash as being so much received on Account of the aforesaid Bill of Exchange, which was regular and according to the promise of the said Condraigula Juggernat Row and in performance of his aforesaid Covenants with your Petitioners said Testator as before recited And your Petitioners said Testator did inform the said Condraigula Juggernat Row of his having so done, which was in consequence and in course approved of by him the said Condraigula Juggernat Row - that the said Condraigula Juggernat Row did on the same or the next day pay unto your Petitioners said Testator a further Sum in part of the said Bill which was also endorsed on the back of the said Bill as so much further received on account thereof and your Petitioners said

said Testator did say that he did inform the said Complainant of his having received the said Sums on Account of the said Bill making together the Sum of four Thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash - that after the said twenty eighth day of August he did constantly apply to and demand payment of the said Condraigula Juggernat Row for the remaining Sum of five thousand four hundred and seventy one Madras Pagodas twenty seven fanams and forty Cash, who did constantly promise to pay the same and did not pretend or alledge that a larger Sum than the aforesaid Sum of four thousand five hundred and twenty eight Madras Pagodas, Eighteen fanams and forty Cash endorsed or received on the said Bill had been paid on account thereof as he well knew he could not in his Conscience say that he had paid any further Sum on that Account and your Petitioners said Testator referring the said Mayors Court to the above state of facts between him, and the said Condraigula Juggernat Row did deny that he did recive himself or by any person or persons on the aforesaid twenty eighth day of August or at any other time or times from the said Condraigula Juggernat Row

by

by his Cash Keeper Anthana Puntaloo or from any other person or persons in part discharge of the said Bill of Exchange the Sum of Eight Thousand Madras Pagodas - And did also deny that the said Condraigula Juggernat Row did on or about the fifteenth day of September following or at any time in the said Month tender unto him your Petitioners said Testator the Sum of two Thousand Madras Pagodas as the Balance due on the said Bill - But your Petitioners said Testator did admit what was in the said Bill setforth, that he did frequently demand payment from the said Condraigula Juggernat Row of the Balance or Sum of five Thousand four hundred and twenty one Pagodas, twenty seven fanams and forty Cash remaining due on the said Bill of Exchange, and that upon his the said Condraigula Juggernat Rows paying the same that he would deliver up to him the said Bill of Exchange - That not having received more than the aforesaid Sum of four Thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash, he in course could not give Credit to the Complainant for any other or larger Sum on that account and that he could not nor ought to give Credit for the Sum of Eight Thousand Madras Pagodas pretended to

have

have been paid thereon for the reasons before setforth and your Petitioners said Testator did deny all illegal and unwarrantable actings and doings in the premises did deny that the Complainant was injured by any of his your Petitioners said Testators actings and doings therein and did say that the Complainant was fully and entirely acquainted with, and informed of the nature of the several transactions by him your Petitioners said Testator setforth relating the said payment of three thousand four hundred and seventy one Madras Pagodas twenty seven fanams and forty Cash made by the said Condraugula Juggernat Row to him, and of his not having received from the said Condraugula Juggernat Row any further or other Sum on Account of the said Bill than the aforesaid Sum of four thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash, as appeared by the Complainants own shewing on the twenty sixth day of December one thousand seven hundred and eighty six and long previous thereto – that it was not until after such full and entire knowledge and every full Enquiry, and also as appeared by the Complainants own shewing, not until after he had conferred

conferred with Veerapermal Pillah of Madras debash an intimate acquaintance of the said Condraugula Juggernat Row and at whose Recommendation the Complainant pretended that he in the first instance took the said Bill that he the said Complainant did send back for the said Bill from Masulipatnam and which it appeared by his said Bill that he was induced to do from the representation of the said Veerapermal Pillah of the Circumstances of the said Condraugula Juggernat Row not being as desperate as your Petitioners said Testator had stated them and the said Veerapermaul Pillah promising his exertions to recover the balance at Madras and in the faith thereof and under such impressions and assurances as he received at the time from the said Veerapermal Pillah – He said he considered himself as secure of receiving at Madras the Amount due on the said Bill and therefore wrote in strong terms thanking your Petitioners said Testator for the trouble he had hitherto taken and requested it to be returned in order to be delivered to Veerapermal Pillah for the purpose aforesaid that the Complainant had not setforth

that

That the said desire to return the said Bill was by Letter from him to your Petitioners said Testator under date the twelfth day of october One Thousand Seven Hundred and eighty six — an Extract whereof your Petitioners said Testator did say was in the following words to wit "I am ashamed at the trouble you have had with my Bill on Juggapah and finding by your obliging Letter of the 5th the distant prospect of its being paid I have got Permaul / meaning the aforenamed Veerapermal Pillay / to take the matter off my hands, as it was utterly at his desire I advanced my money I have therefore to request of you, that you will be pleased to return the Bill to me by return of Tappy, as I am to deliver it up to Veerapermal who indemnifies me and settles the balance" By that Letter which your Petitioners said Testator did say shewed was written in possession and full knowledge of the Circumstances relating to the said Juggapahs aforesaid payment to him on account of his Covenants as aforementioned and that the same had been paid accordingly it was evident that your Petitioners said Testator had done his best, and that his exertions for the benefit of the Complainant were so satisfactory to him that he expressed himself in suitable terms of approbation thereof he then presumed to have been injured in And it could not be imagined that your Petitioners said Testator and Veera Permaul Pillay were the only persons from whom the Complainant had received information and had referred to in the matter in question Veerapermal Pillay appeared to have been clearly informed of every step that was advanced whether by your Petitioners said Testator to demand or by the acceptant to promise and must also have had as early a knowledge as could be given of the payment made by Juggapah on the twenty eighth of August One thousand Seven hundred and eighty six from the Complainant, as your Petitioners said Testator had given the Complainant so early a notice of the same having been made, as the twenty ninth of the same month by Letter of that date - and there could be no doubt but that the said Veerapermaul would have been acquainted with every matter of the payment to your Petitioners said Testator on his own Account, if the same had been meant to have been urged, as a Cause by the said Condraigula Juggurnat

Juggernat Row for his not having Credit for a larger sum— or in all probability he was acquainted therewith and of the acquiescence of the said Condraigula Juggernat Row and your Petitioners said Testator did say that he had heard and had reason to believe that the Bill in question was not the property of the Complainant at any time or that it then was, but that the same was drawn payable to the said Complainant as a means only of the said Verapurmal receiving from the said Condraygula Juggernat Row the Amount thereof on an account that induce him to relinquish the offices of the Complainant when he found that they were not effectual to that purpose— that it appeared by the before recited extract from the Complainant written undoubtedly in terms to conceal the reality of the transaction that the Bill was to be delivered to Veerapermal Pillay who was to indemnify the Complainant and settle the Balance or as your Petitioners said Testator did say he really believed the true sense of the said words to be— that he was to return the Bill to Veerapermal Pillay who was thereafter to manage his

his interest therein himself— But which ever way the construction was made your Petitioners said Testator did say that by the return of the Bill he was clearly no further responsible for the full payment thereof which was an event that became dependant on Veerapermaul Pillah as the holder the Drawer and the acceptant and the Settlement of his demand upon the said Condraigula Juggernat Row fully allowed of and was not in any manner disputed until according to every appearance a Combination was agreed upon between the said Complainant the said Verapurmal and the said Condraigula Juggernat Row to throw the whole Responsibility of the said Bill of Exchange upon him your Petitioners said Testator under pretence that the payment of the Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash was not really made by the Consent of the said Condraigula Juggernat Row on Account of your Petitioners said Testators demand, due long before the transmitting of the said Bill of Exchange and under pretence also that by the disallowance of that payment the said Condraigula Juggernat

Juggernat Row owed no more than the Sum of two thousand Pagodas of the full Amount of the said Bill and of the same having been tendered on the fifteenth of September One thousand Seven hundred and eighty six, or some other time in that month, doubtless with the design to shew that the said pretended tender had been made previous to the return of the Bill of Exchange on the nineteenth October following and your Petitioners said Testator did pray to observe that such pretended Tender of the fifteenth September could not have been made without the said pretended disallowance of the payment to your Petitioners said Testator on the previous twenty eighth of August, and a disagreement must be naturally taken for granted to have existed between your Petitr said Testator and the said Condraigula Juggernat Row thereon from those different periods, if the same had really been the case which the said Condraigula Juggernat Row would of course have informed his Vakeel of who drew the Bill, and that from him or from Condraigula Juggernat Row or the said Veraperumal Pillay the said Complainant could not have failed being informed

informed also of the pretended charges, that were then alledged against your Petitioners said Testator as a ground to make him Answerable for the same - and therefrom it was fair to presume, that the Complainant would have called upon your Petitioners said Testator to have explained himself respecting the said difference between him and the said Condraigula Juggernat Row in order that he might arrange himself accordingly either in respect to his own Interest if any he originally had in the said Bill, or in respect to that which he held in his own name only for the Complainant in the following Words, I cannot get any more money from Juggapah he is pressed on all sides, and your Petitioners said Testator did not fail to write to the Complainant at different times respecting the delay of payment of the said Condraigula Juggernat Row, and particularly of the second September by Letter wherein your Petitioners said Testator informed the Complainant that he had not received any more money on Account of the Bill for ten thousand Madras Pagodas, and on the fifteenth day of the said Month when your Petitioners said Testator wrote to

and is making use of every shift to put off this as well as all other demands that he possibly could you must therefore let me know what steps I am to take – And on the twelfth of October following your Petitioners said Testator did also write to the Complainant as followeth to wit, I have not Received any more money on account of the large Bill By which and other communications of the same nature from your Petitioners said Testator the Complainant had the fullest opportunity to make enquiries respecting the sum that had been really paid on account of the said Bill, and into the Causes if any had at that time existence of a larger or the whole amount thereof not being paid – there was not any concealment on the part of your Petitioners said Testator nor did the nature of his transaction with the said Condraigula Juggernat Row require any concealment the Complainant was acquainted with the whole of the transaction, and in such knowledge and full conviction of your Petitioners said Testator having done all that he was in reason bound for the interest of the Complainant he did at the time that he wrote to your Petitioners said Testator to return the said Bill of Exchange to wit six weeks after the first

payment

payment on Account thereof thank your Petitioners said Testator in strong terms for the trouble he had taken on account of the said Bill which Circumstance the Complainant acknowledged in his said Bill of Complaint, and attempted to turn the same to an advantageous use, by shewing thereupon that he made the said Acknowledgments under a wrong impression and without any information of your Petitioners said Testator having received money on his own account from Condraigula Juggernat Row. since the receipt of the said Bill of Exchange from the Complainant whereas the Complainant was well informed thereof for that the Complainant in a letter to your Petitioners said Testator under the date of the twenty first day of September One thousand Seven hundred and eighty six wrote as follows to wit My writer omitted to send you Juggapaho Vakeels Answer to the Letter I wrote in consequence of your Letter to me of the 15th Instant. I fear all is not right with Juggapah when he and his man are using such evasive expedients to deceive me – and the

Complainant

Complainant on the twenty sixth of the said Month again Expressed himself in the following Words "I am really Vexed at the trouble I have given you about the large Bill - and on the Eighteenth day of October following he wrote as followeth referring to his Letter of the twelfth of the same month wherein he desired that the Bill might be returned to wit my Receipts of the 12th will ease you of any further trouble with Juggapah, I am sorry for what you have already had" and on the twenty fourth day of the said Month of October the Complainant wrote as followeth to wit "I am favored with your Letters of the 17 and 19th Instant the last brings me the Bill on Juggapah for madras Pagodas 10.000 - which I hope soon to see an end of and am obliged to your trouble in the Business - And your Petitioners said Testator did pray to observe that there was an interval of twelve days between that Letter and the Complainants former Letter of the twelfth of October whereby he informed your Petitioners said Testator that he had got Permaul to take the Bill off his hands who was to indemnify him and settle the Balance and the acknowledgment of the return of the Bill was accompanied also with assurances of soon seeing

seeing an end of the matter - And your Petitioners said Testator did pray to observe that the Complainant appeared from the aforegoing to have sent for the said Bill in consequence of an adjustment taking place between him and Veraperumal Pillay grounded upon a knowledge of the Circumstances between your Petitioners said Testator and the said Condraugula Juggernat Row, and also upon the knowledge that Veraperumal had of his ability of paying the Balance that it appeared also by the Complainants own shewing in his Bill of Complaint that the said Veraperumal did actually take the said matter off the Complainants hands that the Complainant did deliver up the Bill to the said Veraperumal Pillay and the said Veraperumal Pillay did indemnify the Complainant, and did agree to pay him the Balance to wit the Sum of five thousand four hundred and twenty one Pagodas twenty Seven fanams and forty Cash well knowing that the same was the real balance due on the said Bill and which it could not be presumed, he would have undertaken to pay without having made his previous Arrangements with the said Condraugula Juggernat

Row

Row if the same had been a real transaction, and if it was
otherwise the nature of the fact nor the said legal operation
of the Law thereon had not become in any respect altered
that the said Bill did setforth, that when Veerapermaul
applied for the supposed balance due upon the said Bill
that the said Condraigula Juggernat Row stated his payment
on account thereof at the time and in the manner as was
before in the said Bill declared and said that the Complainant
remedy lay against your Petitioners said Testator and that
thereupon the said Veerapermal Pillay to return the Bill
to the Complainant—

And your Petitioners said Testator did say that
it might be presumed that the Bill was returned or
delivered to Veerapermal Pillay on or soon after the
twenty fourth day of October but that the Complainant
had not setforth when the said Veerapermaul Pillay
applied for payment of the Balance or the aforesaid Sum
of five thousand four hundred and Seventy one Pagodas
twenty seven fanams and forty Cash which your Petitio
said Testator did say it certainly was requisite for the
Complainant to have shewn, in order to testify the
reality

reality of his surprize at the first communication of
a larger Sum having been paid than was Credited
on account of the said Bill for your Petitioners
said Testator did pray to observe, that the Circum-
stance of the payment of the Sum of three thousand
four hundred and Seventy one Pagodas twenty Seven
fanams and forty Cash to him your Petitioners said
Testator on his own Account by Condraigula Juggernat
Row being shewn in the said Bill to be disallowed
by the said Condraigula Juggernat Row, and that
the said disallowance should have been only commu-
nicated to the Complainant after the said Veerapermal
Pillay and the said Condraigula Juggernat Row had
had private correspondences together respecting the
said matter in question appeared some what
Extraordinary and furnished ample Suspecion that
there was a connexion between those two persons
that made the disallowance of the said payment a
necessary Instrument in the contrivance of making
your Petitioners said Testator responsible, not only
for that Sum as a payment in part of the said Bill
but

Row if the same had been a real transaction, and if it was o-
therwise the nature of the fact nor the said legal operation
of the Law thereon had not become in any respect altered
that the said Bill did setforth, that when Veerapermaul
applied for the supposed balance due upon the said Bill
that the said Condraigula Juggernat Row stated his payment
on account thereof at the time and in the manner as was
before in the said Bill declared and said that the Complainant
remedy lay against your Petitioners said Testator and that
thereupon the said Veerapermal Pillay to return the Bill
to the Complainant.

And your Petitioners said Testator did say that
it might be presumed that the Bill was returned or
delivered to Veerapermal Pillay on or soon after the
twenty fourth day of October but that the Complainant
had not setforth when the said Veerapermaul Pillay
applied for payment of the Balance or the aforesaid Sum
of five thousand four hundred and Seventy one Pagodas
twenty seven fanams and forty Cash which your Petitrs
said Testator did say it certainly was requisite for the
Complainant to have shewn, in order to testify the
reality

reality of his surprize at the first communication of
a larger Sum having been paid than was Credited
on account of the said Bill for your Petitioners
said Testator did pray to observe, that the Circum-
stance of the payment of the Sum of three thousand
four hundred and Seventy one Pagodas twenty Seven
fanams and forty Cash to him your Petitioners said
Testator on his own Account by Condraigula Juggernat
Row being shewn in the said Bill to be disallowed
by the said Condraigula Juggernat Row, and that
the said disallowance should have been only commu-
nicated to the Complainant after the said Veerapurmal
Pillay and the said Condraigula Juggernat Row had
had private correspondences together respecting the
said matter in question appeared some what
Extraordinary and furnished ample Suspicion that
there was a connexion between those two persons
that made the disallowance of the said payment a
necessary Instrument in the contrivance of making
your Petitioners said Testator responsible, not only
for that Sum as a payment in part of the said Bill
but.

but also to make him responsible for that part also which was not paid – But your Petitioners said Testator did say that the length of time which by the Complainants own shewing had elapsed from the said payment to your Petitioners said Testator being made, demonstrated a consent to such payment by the said Condraigula Juggernat Row, if he had not communicated the same to the Complainant it equally demonstrated a concurrence thereto in both the said Complainant and the said Condraigula Juggernat Row that the Complainant in his said Bill stated that upon the aforesaid discoveries made by Veerapurmal Pillay that he the said Veerapurmaul Pillay returned the said Bill to him and declined all further interference By which charge the said Bill was again Exhibited in the professions of the Complainant and it was charged by him therefrom that he had a Right of action and had been injured by the actings and doings of your Petitioners said Testator – And your Petitioners said Testator did say that the Complainant was also equally deficient and uncertain in his narration of the last part of the private transactions between the said Veerapurmal Pillay and him by not setting forth when he received the

the said Bill back from the said Veerapurmal Pillay but that it must be taken for granted that the Correspondence between Condraigula Juggernat Row and Veera Permaul Pillay could not have taken up any long time after the twenty fourth of October at or about which time he received the said Bill from the Complainant that the Complainant had certainly attempted connict his pretended narration of the said matters in point of Circumstance and time so, as to shew that there was not any interval in which he suspected any injustice from the management of your Petitioners said Testator in the matter in question much lefs that he had any shadow of knowledge of your Petitioners said Testator having made an appropriation of money that was paid on his account and that he became suddenly informed of the actings and doings of your Petitioners said Testator by which he did say he was injured and as immediately sought remedy and redress But your Petitioners said Testator did say that the Complainant and the said Veerapurmal Pillah were informed of every transaction between him and the said Condraigula Juggernat

Juggernat Row, and that the Complainant himself did
that he had not any dissatisfaction thereat, until the
interference of the said Veerapurmal which was not by
shewing of the said Bill until after the Bill was sent
by your Petitioners said Testator to the Complainant and
your Petitioners said Testator did say he verily believed
that the said Condraigula Juggernat Row never did intend
seriously to retract the payment he made to your Petitioners
said Testator in discharge of his said annual payment
until after the said Bill was returned at which the said
Condraigula Juggernat Row did shew great resentment
imaging that it was a prejudice done to his Credit that your
Petitioners said Testator might have prevented - and did
at the instigation of Sundry ill disposed persons frame a
Complaint against your Petitioners said Testator at
Masulipatnam for the matters in question partly
grounded on the pretext of your Petitioners said Testator
having prejudiced his Credit, but never thought of paying
the Balance due on the Bill, or at least not of taking
any steps towards it - And your Petitioners said Testator
did say that he did not remember nor believe that any

intercourse passed between him and the Complainant from
the aforesaid twenty fourth day of October One thousand
Seven hundred and eighty six until the twenty ninth
day of March One thousand Seven hundred and eighty
nine on which day the Complainant wrote him in the
following words "after a Considerable delay on the part of
Juggapah in paying the Balance he owes for his acceptance
of Madras Pagodas 10,000 he now positively denies owing
more than Rs. 2000 - and says he paid you the whole
except on my account and that he offered repeatedly to
pay you the Balance of m. Rs 2000 - I have thought it
proper to inform you of this before I proceed to file a
Bill against him - By which Extract your Petitioners
said Testator did say it appeared that it was not until
after a considerable delay on the part of Juggapah in
paying the Balance he owed for his acceptance of Ten
thousand Madras Pagodas that he pretended he then owed
no more than two thousand Pagodas and that he then
also pretended that he had tendered the two thousand Pagodas
as the Balance and of which the Complainant informed your
Petitioners said Testator only because he thought it proper so to
do

do. before he filed a Bill against him that it appeared also by that Letter that the Complainant was in posession of the said Bill at the time, and of course it must have bein written a considrable time after the same had been returned to him by the said Veerapurmal Pillay with the information setforth in the said Bill, the Complainant therefore that the Complainant made of his first knowing he was injured was from Veerapurmals information must have been false and illgrounded because he stated the same pretended Circumstance himself a considrable time afterwards to your Petitioners said Testator without pretending that he was injured by him, but by the said Condraigula Juggernat Row that the Complainant never did pretend that your Petitioners said Testator was responsible to him for the sum of three thousand four hundred and seventy one Pagodas, twenty seven fanams and forty Cash until the first day of July One thousand Seven hundred and eighty eight, which he charged in part of Eight thousand Madras Pagodas which Juggapah declared he paid to your Petitioners said Testator expressly on account of the Bill for ten thousand Madras Pagodas which the Complainant said he sent to your Petitioners said Testator to receive payment of for him,

and

and to which Account the Complainants said your Petitioners said Testator had only passed four thousand five hundred and twenty eight Pagodas eighteen fanams and forty Cash and endorsed that Sum on the back of the Bill as received. And your Petitioners said Testator did pray to observe the demand of the Complainant was founded upon the declaration of Juggapah upon a Circumstance that the Complainant had been long before informed of and respecting which he had undoubtedly used his endeavours to procure every satisfaction and your Petitioners said Testator did say that he verily believed that the Complainant was induced thereto from covetous and unjust Views, because the Complainant at the time as your Petitioners said Testators attorney had Bonds from the Honble Company to the Amount of Seven thousand two hundred and two Pagodas twenty fanams and forty six Cash the property of your Petitioners said Testator which he actually refused to deliver up after the said illegal demand of the first July aforesaid in hopes no doubt to derive your Petitioners said Testator to the necessity of paying to him the said Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash as a

Condition

Condition of receiving his said Bonds from him the Complainant and thereafter to come upon the said Condraigula Juggernat Row for the repayment thereof that the Complainant well knowing that the said Condraigula Juggernat Row had become a Bankrupt since his Accepting and your Petitioners said Testators returning the said Bill to the Complainant, and that he was in the said month of July One thousand Seven hundred and eighty eight at Madras to Answer Charges of a very heavy and grievous nature in respect to his arrears of the Farms he rented from the Honble Company in the Masulipatnam district and on account whereof he had been removed from the said Farms And your Petitioners said Testator did say that the Complainant did actually demand payment of the whole of the said Balance to wit the said Sum of five thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash on or about the twenty ninth day of May One thousand Seven hundred and eighty eight from the said Condraigula Juggernat Row and did receive thereto by means of an Attorney at Law on the same day an Answer pretending as the Complainant had shewn in his Letter of the twenty ninth day of march One thousand Seven hundred and eighty Seven before referred to - And your Petitioners said Testator did claim the attention of the said Mayors Court to the aforegoing statement of facts as his Answer to the Complainants Bill of Complaint involving a period of near two years from the sending of the said Bill to your Petitioners said Testator at Masulipatnam in the month of July One thousand Seven hundred and eighty six, to the unjust demand made on your Petitioners said Testator on the first of July One thousand Seven hundred and eighty eight of the Sum of three thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash paid by the said Condraigula Juggernat Row to your Petitioners said Testator on his own Account for a debt justly due and owing by him to your Petitioners said Testator for the Account aforesaid, but which he the Complainant unjustly pretended after so long a lapse to have been received on his account -

And your Petitioners said Testator did humbly presume therefrom that the said Mayors Court would regard the present action unmercantile illegal and inequitable and that they would in their Justice discern that the allegations and charges of Injury pretended

pretended to be sustained by the Complainant thro. his
your Petitioners said Testator as mere fabrications not
founded on any reality and indeed not possibily upon
any hope of succes but by unjust and unfair means the
whole of the said proceeding being evidently framed by a
Confederacy between the said Complainant and the said
Condraigula Juggernat Row and other ill disposed
persons combined therein not to recover a Just demand,
but to defraud your Petitioners said Testator of the Sum the
Complainant with such aids pretends to be due to him -
And your Petitioners said Testator in order in the
Clearest manner to shew that he was Justified in that
ground of defence to the said Complainants Action did
pray to recur to the Circumstance on which the same
was made to be founded to Wit the payment of Eight
thousand Madras Pagodas on the twenty eighth
day of August One thousand Seven hundred and eighty
six, the whole of which the Complainant charged to
have been paid by the said Condraigula Juggernat Row
on Account of the said Bill upon the Authority of the
said Condraigula Juggernat Row on the twenty ninth
of

of May One thousand Seven hundred and eighty eight
One year and nine months after the aforesaid event and
that your Petitioners said Testator had informed the
Complainant that he had only received the Sum of four
thousand five hundred and twenty eight Pagodas
eighteen fanams and forty Cash and the Complainant
did also ground another part of his Claim on the pretended
tender made by the said Condraigula Juggernat Row of
two thousand Madras Pagodas in full payment of the said
Bill on the fifteenth day of September One thousand
Seven hundred and eighty six all the he acknowledged
that the money had not been paid by Condraigula
Juggernat Row, at that time or since which took in
a space of one year and near ten months to the time
of his making his demand on your Petitioners said
Testator on the first of July One thousand Seven
hundred and eighty eight after the payment, not of the Sum
of two thousand Madras Pagodas, but of only the Sum of
three thousand four hundred and Seventy one Pagodas
twenty Seven fanams and forty Cash, which he pretended
had been paid on his account by the said Condraigula
Juggernaut.

Juggernat Row and not on the Account of your Petitioners said Testator which your Petitioners said Testator did submit must naturally create very unfavorable Suspecions of the Conduct of the Complainant who gave the information of the Circumstance himself to your Petitioners said Testator on the twenty ninth of May One thousand Seven hundred and eighty eight accompanied with his resolution to bring an action against the said Condraigula Juggernat Row for both those Sums to wit the Sum of five thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash as the real balance due by him on the said Bill and your Petitioners said Testator did pray to recur to the date of the fifteenth of September One thousand Seven hundred and eighty six and to the pretended transaction thereon and to refer the said Mayors Court to the Correspondence between your Petitioners said Testator and the Complainant from the twenty ninth day of August One thousand Seven hundred and eighty six to the aforesaid date and from thence to that of the twelfth of October in the same year on which the Complainant desired the Bill might be returned to him giving information at the same time that he had transmitted his interest in it by the means of Veerapirmal Pillay - that on the twenty fourth of the same month of October the Complainant acknowledged to have received the Bill back from your Petitioners said Testator repeating his obligations for his trouble in the Business and expressed at the same time his hopes soon to see an end of it That by the Complainants own shewing the Bill was accordingly taken off his hands by the said Veerapirmal Pillay under no other belief as was pretended, than that the full Sum of Five thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash was then due upon it that it did not appear by the Complainants Bill that any thing passed in relation to the Bill of Exchange between the Complainant and your Petitioners said Testator until the thirty first day of December One thousand Seven hundred and eighty six, under which date the Complainant credited your Petitioners said Testator for Commission in his Account Current, not having therein conceived as he pretended that any greater or other Sum had been paid or tendered to be paid for account of the said Bill of

Ten

Ten Thousand Madras Pagodas –

And your Petitioners said Testator did pray to observe that between the allowance of Commission on the Sum received and the receiving back of the Bill on the twenty fourth of October One thousand Seven hundred and eighty six / upwards of two Months, there was no account given by the Complainant what had become of the Bill and it was therefore fair to presume that it was in the hands of Veerapermal Pillay and upon the fair presumption also that it had reverted to him as the real and Original proprietor – In evidence of which your Petitioners said Testator did pray to shew that he never did charge the Complainant with Commission for any matters that he transacted for him on his own private account as appeared by the following Extract of a Letter written by your Petitioners said Testator to the Complainant dated the sixteenth day of November One thousand Seven hundred and eighty five to wit "with respect to the Commission on the Benjamin if your own you must not add five per Cent, but if it belongs to any other person you may, if you please in these Kinds of matters, as I am

am in no way of Commission business, I do not charge it to my particular friends your Petitioners said Testator did therefore say that the charging of Commission on the Sum was evidence that the same and the Bill on account of which it was paid were not his property or that the allowance of Commission was a mere contrivance to give the same the appearance of being so to favor and give a Color to his unjustifiable action that the Complainant would wish to make it appear so thereby – but he had not shewn when he received the Bill from the said Veerapermal Pillay back the said [illegible] yet he pretended in his Bill of Complaint that he received the information from that person first of more money having been paid on Account of the Bill than what had been Credited, and that the whole amount thereof had been tendered – And your Petitioners said Testator did pray to observe that it evidently appeared that the said Veerapermaul Pillay / at least according to the Complainants shewing / must have been in possession of the said Bill upwards of two months as on the thirty first of December One thousand Seven hundred and eighty six he did not pretend

that

that he knew any matter of the pretended payment and tender and of course that he did not know of it until some time afterwards which your Petitioners said Testator did say must be allowed to be an Extraordinary time to give the pretended information which if it had been founded on fact would certainly have made its way to the Complainant long before, but that it did not appear at all when it reached him so as to give any alarm to his Interest and therefore there was every Just Reason to believe that that time was employed by the said Veerapermal Pillay, the said Condraigula Juggurnat Row and his Vakeel, in contriving means to oblige your Petitioners said Testator to allow of the Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash as so much paid on Account of the Bill, and not on his your Petitioners private account in order thereby to furnish an accommodate the said Condraigula Juggurnat Row in discharging the said Bill, and an advantage to the said Veerapermal Pillay who had been the Holder thereof and to reduce your Petitioners said Testator to the situation of a Creditor for a debt, that had in fact been already bona fide paid and discharged – that after so long an absence of Interest in

in the Complainant he again appeared on the twenty ninth of March One thousand Seven hundred and eighty seven and not before upwards of five months after the Bill may be presumed from the day of the same being returned to the possession of the Complainant to wit on the twenty fourth of October one thousand Seven hundred and eighty six to have been returned or delivered to Veerapermal Pillay on which twenty ninth of march he informed your Petitioners said Testator that after a considrable delay on the part of Juggapah in paying the Balance he owed for his acceptance of Ten thousand Madras Pagodas he positively denied owing more than two thousand Pagodas Vo. and mention his intentions of commencing an Action against him – that the Complainant did not from the said twenty ninth of March One thousand Seven hundred and eighty seven as your Petitioners said Testator remembered or believed in any respect corresponded with him your Petitioners said Testator in respect of the said Bill until on or about the thirtieth of May One thousand Seven hundred and eighty eight a few months after which former

former date your Petitioners said Testator had shewn
that the said Condraigula Juggernat Row came to Madras
a Bankrupt in publick and private Credit which
Interval furnished ample opportunity of information
of the true state of the transactions between your Petitr
said Testator and him, or for his confederates to contrive
means to sacrifice your Petitioners said Testators
Character and property to that Interest which they forend
could not be derived from the decayed fortunes of
Condraigula Juggernat Row — that on the said thirtieth
day of May One Thousand Seven hundred and eighty
eight the Complainant wrote your Petitioners said
Testator a Letter enclosing the Copy of one from Mr
Charles Baker Attorney at Law dated the twenty ninth day
of the said Month Copies of whereof your Petitioners said
Testator did pray to annex to his said Answer and that the
same might be admitted as part thereof that it appeared
by the said Attorneys Letter that the Complainant had
delayed making the demand on the said Condraigula
Juggernat Row which he threatened to make by his letter
of the twenty ninth of March One Thousand Seven hundred
and

and eighty seven until on or about the twenty ninth
of May One Thousand Seven hundred and eighty eight
and that a further interval of one year and two
months was allowed to pass without any mention
whatever being made of the matter to your Petitioners
said Testator or any steps at least that the
Complainant had thought proper to disclose —
against the said Condraigula Juggernat Row that
it was evident that the Letter which the Complainant
appeared to have written to the said Condraigula
Juggernat Row on or about the twenty ninth day of May
One Thousand Seven hundred and eighty eight was a
contrivance between him and the said Condraigula
Juggernat Row and other Confederates, after an artificial
Arrangement of their Instruments of Combination against
your Petitioners said Testator for the purpose of placing
his property in the hands of the Complainant, and to
appropriate the same by such unjust means to payment
of his said unjust demand and your Petitioners said
Testator did say that he resented and suspected the
feigned Sentiments, in which the Complainant —
Expressed

Expressed himself to be placed "in a very disagreeable
situation" by the aforesaid Attornies Letter to him, and
therefore wrote to the said Complainant and to Mr
Thomas Chase of Fort Saint George at that time in partner-
ship with the Complainant a letter under the date of the
fifth day of June One thousand Seven hundred and
eighty eight peremptorily demand his said property in
their hands Copy whereof was annexed and your Petitioners
said Testator did say that he did not recover the said
Companys Bonds from the Complainant before he had
brought an action against the Complainant to compel
him to deliver the same - That the Complainant having
been thus obliged, to depend upon the sole means of
Litigation to recover the said money he so pretended
to be due to him did Relinquish his demand upon the
said Condraigula Juggernat Row and Relying upon his
Evidence did commence the present unjust action against
this Defendant that the said Sum of three thousand
four hundred and seventy one Pagodas twenty Seven
fanams and forty Cash was on the said twenty eighth
day of August One thousand Seven hundred and eighty six

paid

paid by the said Condraigula Juggernat Row freely and
Voluntarily on Account of his aforesaid Covenants under
date the tenth day of April One thousand Seven hundred
and eighty three Copy whereof your Petitioners said
Testator did pray to Annex to his said Answer -
And lastly in Answer to the several Interrogatories
Exhibited by the said Complainant your Petitioners said
Testator did say that he denied that the said
Condraigula Juggernat Row did on the twenty eighth
day of August One thousand Seven hundred and
eighty six, or at any other time pay unto your Petitio-
said Testator the Sum of eight thousand Madras
Pagodas in part payment of the said Bill, and of
course did deny that he did at the same time say
that he so paid the said Sum of eight thousand
Madras Pagodas for account of the said Bill and
therefore your Petitioners said Testator did in his
conscience know that the Sum of Eight thousand
Pagodas were not paid by the said Condraigula
Juggernat Row or his Gomastha or Cash Keeper
Expressly in part payment of the said Bill of ten

thousand

thousand Madras Pagodas and your Petitioner did deny that the said Condraigula Juggernat Row did in person or by his Gomastha or Cash Keeper afterwards on the fifteenth day of or any day in month of September tender unto your Petitioners said Testator the payment of the Sum of two thousand Madras Pagodas as a Balance due by him on account of the said Bill for ten thousand Madras Pagodas, and of course your Petitioners said Testator did say that he did not, nor could not refuse to receive the said Sum of two thousand Madras Pagodas under the pretence by the Complainant alledged, but your Petitioners did say that there then was and remained without that the said Bill had been otherwise discharged or Cancelled due on Account thereof the Sum of five thousand four hundred and seventy one Pagodas twenty seven fanams and forty cash and that he ought not to be decreed to pay unto the Complainant the Sum of seven thousand three hundred and eighty four Pagodas eight fanams and Sixty Cash or any other Sum or Sums of money whatsoever and doubted not but that he had clearly made the litigiousness Vexation and inequity of the suit fully

fully appear by such his Answer and that the said Mayors Court in Consideration thereof would be pleased to tax the Complainant with exemplary Costs –

And your Petitioners humbly Sheweth unto your most Excellent Majesty in Council that to her said Testators Answer the Complainant did Exhibit and file his Replication and therein and thereby did say that your Petitioners said Testator was Justly and truly indebted unto him in the said Sum of Seven thousand three hundred and four Pagodas eight fanams and sixty Cash and Interest thereon since the date of the said Account as charged by him in his said Bill of Complaint and the Account Current thereto annexed – that he had properly filed his Bill and that he had not any Claim whatever on the said Chincallapoody Setturamiah as the Drawer or on the said Condraigula Juggernat Row as the acceptor of the said Bill of Exchange nor had in any wise confederated with them or either of them and did insist that your Petitioners said Testator did act as his the Complainants Attorney or Agent in the premises

thousand Madras Pagodas and your Petitioner did deny that the said Condraigula Juggernat Row did in person or by his Gomastha or Cash Keeper afterwards on the fifteenth day of or any day in month of September tender unto your Petitioners said Testator the payment of the Sum of two thousand Madras Pagodas as a Balance due by him on account of the said Bill for ten thousand Madras Pagodas, and of course your Petitioners said Testator did say that he did not, nor could not refuse to receive the said Sum of two thousand Madras Pagodas under the pretence by the Complainant alledged, but your Petitioners did say that there then was and remained without that the said Bill had been otherwise discharged or Cancelled due on account thereof the Sum of five thousand four hundred and seventy one Pagodas twenty seven fanams and forty cash and that he ought not to be decreed to pay unto the Complainant the Sum of seven thousand three hundred and eighty four Pagodas eight fanams and sixty Cash or any other Sum or Sums of money whatsoever and doubted not but that he had clearly made the litigiousness Vexation and inequity of the suit fully

fully appear by such his Answer and that the said Mayor's Court in Consideration thereof would be pleased to tax the Complainant with exemplary Costs—

And your Petitioners humbly Sheweth unto your most Excellent Majesty in Council that to her said Testators Answer the Complainant did Exhibit and file his Replication and therein and thereby did say that your Petitioners said Testator was Justly and truly indebted unto him in the said Sum of Seven thousand three hundred and four Pagodas eight fanams and sixty Cash and Interest thereon since the date of the said Account as charged by him in his said Bill of Complaint and the Account Current thereto annexed— that he had property filed his Bill and that he had not any Claim whatever on the said Chincallapoody Setteramiah as the Drawer or on the said Condraigula Juggernat Row as the acceptor of the said Bill of Exchange nor had in any wise confederated with them or either of them and did insist that your Petitioners said Testator did act as his the Complainants attorney or Agent in the premises.

premises and receive his Commission as Agent therein and the Complainant did say that in order to prove the same to the full satisfaction of the said Mayors Court he had annexed to his said Replication a Copy of his Account Current with your Petitioner wherein Commission was Credited and that as the said account had been duly acknowledged by your Petitioners said Testator the Complainant did trust that the said Mayors Court would Consider it as a full proof of your Petitioners said Intestate having acted as his the Complainants Agent in the premises and responsible as such to him and the Complainant in and by his said Replication did admit to be true and in fact had so charged in his Bill of Complaint that your Petitioners said Testator had or pretended to have a Claim on the said Condraigula Juggernat Row for the said Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash and that it might be true that such Claim by the tenor thereof might have been due from the said Condraigula Juggernat Row from the said Month of April in the said year of our Lord One thousand Seven hundred and eighty six until the

said twenty eighth day of August then following and that your Petitioners said Testator did not receive the said Bill of Exchange from him the Complainant until some time after the said Condraigula Juggernat Row had been so indebted to him but humbly insisted that having so received the said Bill of Exchange and the same having been sent for acceptance by your Petitioners said Testator and duly accepted by the said Condraigula Juggernat Row while under the care and management of your Petitioners said Testator as agent for him, the Complainant he should not nor had he any right to apply towards the discharge of his own Claim any part of the said Sum of Seven thousand six hundred Madras Pagodas so paid by the said Condraigula Juggernat Row in part of the said Bill of Exchange and did say that it evidently appeared by your Petitioners said Testators own shewing in his Answer that he did apply his the Complainants money to Extinguish his Claim on the said Condraigula Juggernat Row and the Complainant did pray leave to Observe that your Petitioners said Testators own demand had lain dormant from the tenth of April to the twenty eighth

eighth day of August being the day the said Bill allowing thirty days sight and three days Grace according to Custom became due that having so suffered the said Claim to remain undischarged for four months and eighteen days he could not pretend that a Sum paid by the Acceptor of the Bill of Exchange on the same day it became due ought to have been diverted to any other purpose whatever than towards the discharge of the Bill of Exchange in question and as to the said Condraigula Juggernat Row giving him an assurance that the payment of the Bill should be no impediment for that he would punctually pay them both the very conference as so stated by your Petitioners said Testator proved as the Complainant did say that it was at that time in contemplation of them both that the Bill of Exchange should have the preference in point of payment and that the said Condraigula Juggernat Row had not only declared that he paid the said Sum of Eight thousand Madras Pagodas in part payment of the said Bill of Exchange and that a short period afterwards he offered to pay two thousand Pagodas as the balance of the said Bill of Exchange if your Petitioners said Testator would deliver up the same to the said Condraigula

Condraigula Juggernat Row but that he positively told your Petitioners said Testator that notwithstanding his undertaking in writing about the said Sharmahal zemindary he could not pay him any further Instalment consistent with the duty he owed to the Government of Fort Saint George in obedience to whom those orders the Complainant did say your Petitioners said Testator must have known he had been obliged to refund the annual payment made by the said Condraigula Juggernat Row for the preceding year One thousand seven hundred and eighty five, that exclusive of the improper application of the said Sum to his your Petitioners said Testators own use presuming even that he had a legal claim for the like Sum on the said Condraigula Juggernat Row the Complainant did say would prove that your Petitioners said Testator was wresting to his own use a Sum from the said Condraigula Juggernat Row which under the very pretence of your Petitioners said Testator he ought to have required him to pay into the Treasury of the said United Company and the Complainant did say that the said Condraigula Juggernat Row did in the Month of September then

then following tender unto your Petitioners said Testator the Sum of two thousand Madras Pagodas as the Balance of principal due by him on the said accepted Bill for ten thousand Madras Pagodas, but that he refused to receive the same in full of such Principal money asserting that the said Condraigula Juggernat Row owed thereon the said further Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash that he was not informed of your Petitioners said Testator having applied the said Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash till after the return of the Bill of Exchange to Madras and he did say that your Petitioners said Testator did purposely keep from him the Complainant all Knowledge or communication thereof conscious that his acting as aforesaid had been unjustifiable and illegal and the Complainant did admit that he sent back for the said Bill from your Petitioners said Testator but that it was done the Complainant did say under false impressions conveyed by your Petitioners said Testator in his Letters to the Complainant and that under the influence

of those impressions he remonstrated with the said Veerapermal Pillay for having recommended to him to take the Bill in question and claimed from him an indemnity or to settle the Balance but when he the Complainant was afterwards informed by the said Veerapermal as also by Condraigula Juggernat Row and his Cash Keeper Anthina Puntalo that your Petitioners said Testator had been paid eight thousand Madras Pagodas on Account of the said Bill and had been tendered by Condraigula Juggernat Row the further Sum of two thousand Madras Pagodas in full of the Principal of the said Bill the Complainant did say that he did not consider himself Justified in proceeding the said Veerapermal any further on the business but had immediate recourse on your Petitioners said Testator as being responsible to the Complainant for the balance of the said Bill of Exchange by reason of his misconduct in the premises and did solemnly deny that when he sent for the said Bill of Exchange on the twelfth day of October One thousand Seven hundred and eighty six he was in possession and full knowledge of the Circumstances relating to the said appropriation by your Petitioners said Testator to his own use of the money as aforesaid paid by

the

the said Condraigula Juggernat Row on Account of the said Bill of Exchange altho he admitted to have received information from your Petitioners said Testator of his having received four thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash on Account thereof and as to the pretence that the Bill of Exchange in question never was his the Complainants property the Contrary he did say appeared from his affidavit in the Cause wherein he did swear to your Petitioners said Testator being Justly and truly indebted unto him in the Sum sued for and the Complainant did disavow all combination and denied having had any knowledge of the pretended discussion between your Petitioners said Testator and the said Condraigula Juggernat Row on the Subject of the Conversation of his the Complainants money to the Extinguishment of your Petitioners said Testators Claim on the said Condraigula Juggernat Row nor was it natural he did say that he should have known thereof at that time for that it was from such information when in full possession thereof that he considered himself as having a right to Recover from your Petitioners said

Testator the full amount of the Bill of Exchange and therefore if he had been in possession of those particulars at an earlier day he would not have delayed to require payment from your Petitioners said Testator or to have sued him for recovery thereof that he admitted having thanked your Petitioners said Testator for the trouble he considered him to have taken on account of the said Bill but he did so under the impression of his having acted the part of a sedulous Agent, and with a friendly zeal for the Interest of the Complainant that the Exhibits in that Cause would prove that tho' he the Complainant did deliver up the said Original Bill of Exchange to the said Veerapermal Pillay under the impressions as before stated yet that the same was returned to him when the Conduct of your Petitioner was explained, and that as to any private Correspondence or Communication between the said Condraigula Juggernat Row and Veerapermaul Pillay respecting the said Bill of Exchange the Complainant did say that his Interest in the premises could not be affected thereby as long as he was no party therein nor could the same affect your Petitioners said Testator by reason of his individual

actings

actings as Agent towards him the Complainant as his Constituent and the Complainant did say he would prove that the said Condraigula Juggernat Row never did consent to your Petitioners said Testator retaining the said Sum of money on Account of the Charmahal zemindary, but on the Contrary did Petition a member of Council at Masulipatnam to get redress for the injury which he considered your Petitioners to had done to his Credit by the appropriation to his own use of a Sum paid by the Cash Keeper of the said Condraigula Juggernat Row in part payment of his Gomastahs said Bill of Exchange and that his the Complainant Letter to your Petitioners said Testator stating the assertion of Condraigula Juggernat Row having paid Eight Thousand Pagodas on Account of the said Bill of Exchange and that he thought it right to acquaint him thereof before he sued the said Condraigula Juggernat Row, did not in any wise Contradict the grounds of his the Complainants Claim on your Petitioners on the contrary the same was your Petitioners said Testator explained on the subsequent part of his Answer wherein he

he stated that he the Complainant did not consider himself as injured by your Petitioners said Testator or that he your Petitioners said Testator was responsible to him until the first day of July which was in the year of our Lord One thousand Seven hundred and eighty eight because the Injury to him the Complainant and the responsibility of your Petitioners said Testator to Redress such Injury was not known to him the Complainant until a little before that period in consequence of a minute Enquiry into, and a full Explanation of the whole Circumstances of the Case which Explanation the Complainant did say was so strongly expressive of the misconduct of your Petitioners said Testator in the premises that he was at first unwilling to give Credit thereto, insomuch as to ask whether the said Condraigula Juggernat Row and his said Cash Keeper Anthinna Puntaloo were willing to support the same by their solemn affirmation to which they having freely consented, and having sworn to all the leading facts as charged in the Bill of Complaint he acted under the influence of

of such strong testimony and demanded from your Petitr. said Testator that Rupees to which he Considered himself legally entitled and the Complainant did say that the said solemn affirmation was made after he had demanded from Condraigula Juggernat Row the balance he then supposed he owed on Account of the said Bill of Exchange and the Letter which the said Condraigula Juggernat Row caused his attorney at Law to write to him the Complainant was the Ground on which he called for such affirmation in support of the assertion contained in that Letter and in reply to the Charge of the delay of one year and ten months in coming at that through information of the premises which gave rise to the suit the Complainant did say that the least suspicion that it was possible your Petitioners said Testator could have been so culpable as it appeared by the said affidavit he had been and as to the unmerited insinuation of your Petitioners said Testator that the allowance of Commission to him on the Sum supposed at that time to have been received by your Petitioners said Testator on his the Complainants account was so made as a contrivance to give a Color to his the Complainants said Claim, he did say that such insinuation was not founded, nor was it possible it should be so, because at the time your Petitioners said Testator was so Credited he the Complainant had not any idea of having any Claim whatever on your Petitioners said Testator by reason of his Conduct as his the Complainants Agent in the premises and the Complainant did also disavow all or any Combination with the said Condraigula Juggernat Row or Veiraperumal Pillay with the view as injuriously charged to fix the property of your Petitioners said Testator at that time in his hands to his own use or to have had any Combination whatever with them – that his Letter to your Petitioners said Testator did state that he meant to delay subscribing the Bond he had in his possession belonging to your Petitioners said Testator in consequence of the official Letter he had received from Charles Baker, until he should hear from your Petitioners said Testator and that in the mean time he should take the Opinion of Counsel on the case which was to regulate his future Conduct that he lost no time in taking such Opinion and in

in Consequence thereof he followed the previous Instructions of your Petitioners said Testator and subscribed his said Bond for a Bill on the Court of Directors and Resolved on suing him your Petitioners said Testator -

And your Petitioner humbly Sheweth unto your Most Excellent Majesty in Council that to the Complainants said Replication your Petitioners said Testator did Exhibit and file his Rejoinder and therein and thereby did amongst other things state that he denied to be indebted unto the Complainant in any Sum or Sums of Money Whatever and did aver that the Complainant had very improperty commenced his said action, and that he had Confederated with Chincalapoody Setteramiah and Condraigula Juggernat Row for the purpose of defrauding him your Petitioners said Testator in the premises and did again deny that he was the Complainants Agent at Masulipatnam and did say that the allowance of Commission on the Sum of four thousand five hundred and twenty eight Madras Pagodas Eighteen fanams and forty Cash received by your Petitioners said Testator on Account of the said Bill of Exchange was not proof thereof that the said Condraigula Juggernat Row did not pay the said Seven thousand six hundred Madras Pagodas on account of the Claim the Complainant had upon him for his said acceptance in his favor, but only in part, and the other part thereof he paid in discharge of your Petitioners said Testators Claim that was of much longer standing, and that as the debt due by the said Condraigula Juggernat Row being a Just debt, the longer it remained unpaid/ for your Petitioners said Testator did deny that it was a demand that had lain dormant without demand for that payment was constantly demanded/ the sooner thereafter that it was paid was the most natural consequence as well as the most reasonable for him to Expect that it should be paid and could be no cause to Vitiate the payment so made to him because it was made on the exact day that payment of another debt became due or that the said Condraigula Juggernat Row could have meat from the nature of the transaction to do an injustice to the Complainant because he did an act of Justice to your Petitioners said Testator by the discharge of

of a prior Contract and your Petitioners said Testator did deny the inference drawn by the Complainant from the assurance made by the said Condraigula Guggernat Row that payment of the Bill should be no impediment to the payment of his debt to your Petitioners said Testator for that he would punctually pay them both or that the said Circumstance did prove that the Bill of Exchange should have the preference in point of payment because the fair implication of the words was quite the contrary for that if it had been the intention of the said Condraigula Guggernat Row first to discharge the said Bill, he would have bespoke the patience of your Petitioners said Testator until the said Bill should be discharged, but his assurance that they should be both paid, added to the further assurance that he would pay your Petitioners said Testator demand, and also a part of the said Bill on a particular day did shew that his intintion was to give the demand of your Petitioners said Testator the preference - That notwithstanding the Credit the Complainant then appeared to give to the punctuality of the said Condraigula Guggernat Row in paying of the said Bill the said Condraigula Guggernat Row did not pay the same when due and the same still remained unpaid nor was your Petitioners said Testator obliged to receive a partials payment of the said Bill but he did so because it was not the Custom of Merchants in India particularly the natives to be so rigid and therefore he received a part with the View of doing the best for the Complainant or the persons interested in the said Bill in expectation of receiving the remainder And your Petitioners said Testator did deny the tender of two thousand Pagodas in full payment of the said Bill on the fifteenth day of September One thousand Seven hundred and eighty six - And your Petitioners said Testator did deny that the said Condraigula Guggernat Row did refuse to pay him the said Sum of three thousand four hundred and Seventy one Pagodas, twenty Seven fanams and forty Cash under the pretence set forth by the Complainant in his Replication that it was irregular to make use of assertions drawn from partial and Voluntary affidavit and particularly those of the said Anthinna Puntaloo the said Condraigula Guggernats Cook Keeper and of the said Condraigula Guggernat Row it being evident that the said Condraigula

Guggernat

Juggernat Row had an Interest in making the said Oath to matters that were to exonerate him from paying the balance due upon the said Bill being the Sum of five thousand four Hundred and Seventy one Pagodas twenty seven fanams and forty Cash and the Affidavit of his Cash Keeper was also equally discreditable to the Cause of the Complainant because the intimate connexion between him and his Master rendered him Justly suspected of acting according to the Order and interest of his master that the Complainant denied that he was informed by your Petitioners said Testator having received the Sum of three thousand four hundred and Seventy One Pagodas twenty seven fanams and forty Cash from the said Condraigula Juggernat Row until after the Bill was returned to madras but your Petitioners said Testator did say that the said Bill was returned to Madras on the nineteenth of October and on the thirty first day of December following the Complainant sent on Account Current to your Petitioners said Testator wherefrom the deficiency was allowed - denied that he purposely Kept from the Complainant all knowledge or Communication of that Circumstance, and did say that the falsely of the said

assertion

assertion appeared by the Complainants Letter to him and his Letters to the Complainant and that he did verily believe that the said Bill never was the property of the Complainant and denied that the same appeared by the Complainants affidavit on the contrary the said affidavit was rather an Evidence that it was not his property, because the Complainants affidavit was not positive but went upon the Ground of another affidavit to wit the affidavit of an interested person namely Condraigula Juggernat Rows and by way of Rejoinder to what the Complainant had asserted that as to the private Correspondence or Communication between the said Condraigula Juggernat Row and Veerapermal Pillay respecting the said Bill of Exchange his Interest in the premises could not be affected thereby as long as he was no party therein - your Petitioners said Testator did say that he had charged that the Complainant was a party therein by Combining and confederating in the premises with the said persons -

And your Petitioners humbly Sheweth unto your most Excellent Majesty in Council that your Petitioners said Testator in aid of his said Answer to the Complainants said Bill of Complaint did some time on or about the

day

day of and year of our Lord One thousand Seven hundred and eighty Exhibit and file his Cross Bill in the said Mayors Court against the Complainant and therein amongst other things did setforth that he was then Defendant in the said Mayors Court at the Suit of the Complainant then late of Fort Saint George Merchant trader and dealer – that having great trust and confidence in the fidility and punctuality of the Complainant then John Menzies of Fort Saint George Merchant Trader and dealer did employ him some time in the year of our Lord One thousand Seven hundred and eighty six as a Merchant to transact his Business there consisting entirely of the receipts of money and in payments thereof to a very considerable Amount and that he the Complainant had occasionally requested your Petitioners said Testator to undertake the management of his Business at Masulipatnam and your Petitioner Sheweth unto your most Excellent Majesty in Council that her said Testator did in and by his said Bill of Complaint setforth and charge the several matters and things in his said Answer and Rejoinder contained as hereinabove recited and did thereon Exhibit Interrogatories and pray that the said Cross Bill might be taken as part of his said Answer, that he might be further and otherwise relieved in the premises as the Circumstance and nature of the Case might require and as to the said Mayors Court might seem meet and that the Complainant might be further decreed to pay all Costs –

And your Petitioner further sheweth unto your most Excellent Majesty in Council that the Complainant by his Attorney in Court did appear to the said Cross Bill and did thereafter by his constituted Attorny Thomas Cockburn of Fort Saint George Esquire Exhibit and file his Cross Answer and therein and thereby amongst other things whereby he did endeavaur to support the matters and things in the said original Bill and Replication setforth did admit some of the most material points on which your Petitioners said Testator did ground his defence, for the Complainant did admit that it might be true that the said Condraigula Juggernat Row was indebted unto your Petitioners said Testator in the Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash and that the same might have arisen upon the Covenant Executed by the said

Condraigula

Condraigula Juggernat Row to your Petitioners said Testator to the purport as stated in the said Bill of Complaint, and that it might be also true that the said Condraigula Juggernat Row did pay unto your Petitioners said Testator the Sum of three thousand four hundred and Seventy one Pagodas, twenty seven fanams and forty Cash annually at the respective times as mintioned in the said Bill of Complaint and that there might have been due on the tenth day of April which was in the year of our Lord One thousand Seven hundred and eighty six the like Sum of three thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash and it might be also true that the said Condraigula Juggernat Row did not pay the same or any part thereof, and that the whole Amount was due to your Petitioners said Testator at the time that he received the said Bill of Exchange that the said Condraigula Juggernat Row might have assured your Petitioners said Testator that the payment of the Bill of Exchange should be no impediment to his paying the Instalment due to your Petitioners said Testator and the Complainant did admit that your Petitioners said Testator had had frequent Correspondence with him respecting the said Bill of Exchange and

and the money received thereon as before setforth from the twenty eighth day of August One thousand Seven hundred and eighty six until the twelfth of October in the same year and that he did write to your Petitioners said Testator the Letter an Extract whereof was inserted in the said Bill of Complaint and did observe that he always thought it Extraordinary and certainly not Consonant to the General usage of Merchants in their money dealings with each other to pay on Account of a Bill of Exchange any fractional part of the Coin wherein such Bill was drawn, especially as the amount of the Bill was an entire Sum, and did therefore profs to the Consideration of the said Mayors Court that it was not to be supposed that Condraigula Juggernat Row tendered eighteen fanams and forty Cash towards the discharge of a Bill of Exchange for Ten thousand Madras Pagodas -

And your Petitioner humbly sheweth unto your most Excellent Majesty in Council that the Complainant in Answer to the charge contained in the said Cross Bill of your Petitioners said Testator whereby it was charged that the Bill in question was not the property of the Complainant but that the same was drawn payable to him as the means only

only of the said Veeraperumal Pillay receiving from the said Condraigula Juggernat Row did say that the contrary was the fact and in illucidation of his said attestation had recourse to reference to his own act, for he says the Contrary would appear by his affidavit in the Original Cause wherein he did Swear to the Testator of your Petitioner being Justly and truly indebted to him the Complainant in the Sum Sued for – and the Complainant did admit that he did deliver the Bill of Exchange in question to Veeraperumal Pillay and that the same was returned to him the Complainant when as he said the Conduct of your Petitioners said Testator was Explained and that the said Bill of Exchange was then an Exhibit in the Original Cause having been delivered by him at or previous to the hearing thereof and the Complainant did admit that he had written a Letter to your Petitioners said Testator under date the twenty first day of September in the said year of our Lord One thousand Seven hundred and eighty six also a letter of the twelfth eighteenth and twenty fourth day of October following and one Letter of the eighth of March One thousand Seven hundred and eighty seven – and the Complainant did say that a years

Correspondence

Correspondence had elapsed between them on the subject and said that it originated from his delicacy towards your Petitioners said Testator while there was a Shadow of hope that he had not acted as was imputed by Condraigula Juggernat Row and did therefore say that the only point for the determination of the said Mayors Court was whether the assertions of the said Condraigula Juggernat Row were founded or not, because if founded he did trust that his Claim against your Petitioners said Testator would be equally so, and if not founded he did say that he could not presume to Expect the Judgment of the said Mayors Court and the Complainant did also admit your Petitioners said Testator did employ him in the year of our Lord One thousand Seven hundred and eighty six, and thereafter as a merchant of Fort Saint George to transact his business and the same consisted chiefly in the receipts and payments of money on the Complainants account and that he did occasionally trust to the management of your Petitioners said Testator his the Complainants Business at Masulipatnam and insisted your Petitioners said Testator did act as his the

Complainants

Complainants attorney or Agent at Masulipatnam and yet immediately afterwards did say that having various matters at Masulipatnam he had other persons who transacted the same during the term alluded to by your Petitioners said Testator to wit from the year One thousand Seven hundred and eighty six unto the year One thousand Seven hundred and eighty eight and that the Complainant did admit that your Petitioners said Testator did inform him at the time mentioned in the said Cross Bill of Complaint that he had received from the said Condraigula Juggernat Row the aforesaid Sum of four thousand five hundred and twenty eight Pagodas eighteen fanams and forty Cash on Account of the said Bill of Exchange and no more and that he the Complainant approved thereof believing that the information was founded and the Complainant did admit that he might have demanded from the said Condraigula Juggernat Row the payment of the Sum of five thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash as interrogated in the Bill of Complaint but did not believe that the said Condraigula Juggernat Juggernat Row did promise to pay the same for the said Condraigula Juggernat Row had stated that the said demand was illegal and unjust as he the Complainant hoped to prove by the Records of the Masulipatnam Books and the Resolutions of Government respecting the Claims of your Petitioners said Testator on the Char Mahal districts and the Complainant did admit that your Petitioners said Testator had had frequent Correspondence with him respecting the said Bill of Exchange from the said twenty eighth day of August One thousand Seven hundred and eighty six until the twelfth day of October following in the same year as stated in the Bill of Complaint, and did also admit that he had advised with the said Veerapermal Pillay respecting the state of the said Bill remaining undischarged and that he did write the said Letter unto the Complainant under date the twelfth day of October and that the Extract thereof inserted in the Complainants Bill was a true Extract from the said Letter that your Petitioners said Testator did at the time mentioned in the Bill of

of Complaint return back the said Bill to him the Complainant and the same was received by him on or about the nineteenth day of October in the said year One thousand Seven hundred and eighty six, and that on the return thereof he did under the false influence as he did pretend conveyed in the Letter of your Petitioners said Testator to him remonstrate with the said Veerapermal for having recommended to him the Complainant to take the Bill in question and Obtained from him an indemnity or to settle the balance and in consequence thereof the said Veerapermal did apply to the Drawer of the said Bill, as also to the said Condraigula Juggernat Row for the Balance thereof but that when the said Veerapermal was informed by the said Condraigula Juggernat Row and his Cash Keeper Anthinna Puntaloo that your Petitioners said Testator had been paid eight thousand Madras Pagodas on account of the said Bill and had been tendered by Condraigula Juggernat Row the further Sum of two thousand Madras Pagodas in full of the Principal of the said Bill, the said Veerapermal returned the said Bill to the Complainant, and declined all further interference therein but that as the Bill was recommended to him in the first

Instance

Instance by the said Veerapermal Pillay he used his exertions in every fair way possible to induce the drawer and acceptor to settle the Balance due thereon until he was convinced as before was explained and the Complainant did admit that the drawer of the said Bill at Madras was Vakeel to the said Condraigula Juggernat Row at Masulipatnam and the Complainant did say that the said Bill of Exchange had been and was his real property as he did say would appear by his affidavit in the Original Cause wherein he did swear to your Petitioners said Testator being Justly and truly indebted unto him the Complainant in the Sum sued for and that he paid the Value thereof to the Drawer of the said Bill of Exchange by the means of the said Veerapermal And the Complainant did further say that the said Veerapermal had not, nor had any other person or persons paid or discharged the balance of the said Bill nor otherwise accounted with or indemnified him the Complainant for the same, and that he had already stated that he delivered the said Bill to the said Veerapermal to do the needful in recovering the said balance from the

Drawer

Drawer of the said Bill or from the said Condraigula Juggernat Row on whom the same was drawn – and the Complainant did admit that he certainly did not receive from the said Condraigula Juggernat Row or from the said Veerapermal Pillay on the twelfth or twenty fourth day of October in the said year of our Lord one thousand Seven hundred and eighty six, any information of any further sum having been paid on Account of the said Bill of Exchange except the said Sum of four thousand five hundred and twenty eight Madras Pagodas eighteen fanams and forty Cash – altho he did admit that Chincadapody Setturamiah or Settanah informed him a further Sum had been received, and did also admit that your Petitioners said Testator was constantly in the Letters to the Complainant giving information of the delay of payment of the said Condraigula Juggernat Row and the Complainant did admit that the Extracts of Letters of the dates the second and fifteenth day of September and twelfth day of October One Thousand Seven Hundred and eighty six and the extracts thereof as stated in the said Bill of Complaint were true Extracts from the said Letters and that the stated Letters of the twelfth

day

day of October did state that your Petitioners said Testator had not received any more money on Account of the large Bill of Exchange and that the large Bill of Exchange mentioned in the said Letters was the Bill in question for ten thousand Madras Pagodas that neither he the Complainant nor as he believed did the said Veerapermal knew until the return of the said Bill that a larger Sum of money had been paid by the said Condraigula Juggernat Row than had been Credited by your Petitioners said Testator on the back of the said Bill Except by the said Letter of Settanah to him the Complainant which he did not then give Credit nor did the said Veerapermal Pillay inform him of any larger Sum having been paid on account of the said Bill than what appeared on the back thereof nor did he as he the Complainant did say believed know thereof for if that he had he would not have taken the said Bill of Exchange from him for the same reason that when he had Explained matters as they were he the Complainant received back the said Bill from the said Veerapermal Pillay and resolved to have his recourse on your Petitioners

said

said Testator and the Complainant admitted that he could not Answer whether Condraygula Juggernat Row concealed for a certain period the true state of matters from his Vakeel or from Veerapermal Pillay or whether the said Vakeel concealed matters from Veerapermal Pillay and the Complainant did say that having received from your Petitioners said Testator a Letter under date the said fifteenth day of September wherein he wrote as followed to wit "I cannot get any more money from Juggapah he is prefsed on all sides, and is making use of every shift to put off this, as well as all other demands that he posible can, you must therefore let me know what steps I am to take" in consequence of which the Complainant did say that he wrote to Sittanah the Vakeel of the said Condraygula Juggernat Row in the Words and figures following— 20 September 1786. Sittanah.

Notwithstanding what you wrote me about Juggapahs having paid 2000 Pagodas and offering 2000 Pagodas to pay I have this morning received a Letter from Mr. Hodges informing of his not being paid exclusive of the 4500 Pagodas in part and propose to delay the payment therefore I desire you will write by this nights Tappy to your Master to discharge the Bill immediately I am yours

John Menzies.

That to which said Letter the said Settanah wrote an Answer which Answer the Complainant did say he forwarded to your Petitioners said Testator as his the Complainants said Attorney Thomas Cockburn verily believed because he could not find among the Papers of the Complainant any such Letter, but that his said Attorney did suppose that the said Sittanahs Answer appeared at that time to the Complainant as evasive inasmuch as that the Complainant by his said Letter of the twenty first day of the said Month of September to your Petitioners said Testator considered it as such being at that time inclined to believe that the Conduct of your Petitioners said Testator in the premises was correct and proper and the Complainant did admit that a Letter under date the twenty sixth day of September in the said year of our Lord One thousand Seven hundred and eighty six he did Expressly to the purport mentioned in the Bill of Complaint of your Petitioners said Testator that he also wrote on the

the Subject on the eighteenth day of October then following
refering to his Letter of the twelfth day of the said month of
October as stated in the said Cross Bill and that the same did
relate to the said Bill of Exchange and the Complainant did
admit having written to your Petitioners said Testator under
date the twenty fourth day of October aforesaid acknowledging
the receipt of two Letters from him of the Seventeenth and
nineteenth of the said month of October and that the Extract
quoted by your Petitioners said Testator was a true Extract
and the Complainant did admit that the delivery of the Bill
of Exchange to Veeraperumal Pillay as above stated happened
in the said Month of October but that he did not know how
soon afterwards the said Veeraperumal Pillay applied for
payment of the said Sum of five thousand four hundred
and Seventy one Madras Pagodas twenty Seven fanams
and forty Cash being as the Complainant did say the then
supposed balance due thereon and the Complainant
did admit that an Answer might be received in twelve
or fourteen days to a Letter sent to Masulipatnam and
that being perfectly satisfied with the conduct of the Cross
Complainant on the thirty first day of December in the said

year

year of our Lord One thousand Seven hundred and eighty
six when he closed his account as stated in his Replication
to the Original Bill of Complaint as well as his other
account as annexed to his said Original Bill and that
at that time the said Bill of Exchange was with Veera
Permal Pillay and the Complainant did admit that there
was full time between the said twenty fourth day of
October and thirty first of December to settle the Busines
had Veeraperumal Pillay or himself been in full posession
of all the particulars the Reverse whereof was the case
as did appear by your Petitioners said Testators
letter whereof a Copy was annexed in his said Answer in
which he did say that he had a years Correspondence
with the Complainant on the Busines - And the Complai-
nant did say that by the said Letter it appeared that
the matters in question were not cleared up throughly
until the receipt of the Letter of Charles Baker as
Attorney to the said Condraigula Juggernat Row
under date the twenty ninth day of May in the year
of our Lord One thousand seven hundred and eighty
Eight when the Complainant did say he was surprised

at

at the misconduct of your Petitioners said Testator and determined to have redress against him at Law, but he did not act as Agent to Veerapermal Pillay therein on the contrary his affidavit in the Original Cause he did say would prove he was principal And the Complainant did say that he did not recollect any other Correspondence or Communication with your Petitioners said Testator either directly or indirectly respecting the said Bill of Exchange from the said twenty fourth day of October in the year of Our Lord One Thousand Seven hundred and eighty six to the ninth day of March then following Except such as had appeared in the proceedings in the Original Cause and Cross Cause and the Complainant did admit that he wrote to your Petitioners said Testator on the said ninth day of March to the purport stated in the Cross Bill and the Complainant did say that Condraigula Juggernat Row and his Vakeel afterwards persisted in asserting that the said Sum of Three Thousand four hundred and Seventy one Pagodas twenty seven Fanams and forty Cash was paid on Account of the said Bill of Exchange but that he would not easily give faith to an Assertion which so directly implicated your Petitioners said

Testators

Testators integrity towards him the Complainant nor did he believe the fact to be so till as he said the said Condraigula Juggernat Row and his Cash Keeper Anthenna Puntaloo had as before stated verified the same by oath — that he never knew of the insolvency of the said Condraigula Juggernat Row until as stated by your Petitioners said Testator in the Course of his Correspondence with him the Complainant tho' he afterwards did hear a report thereof that the Complainant did say he believed that Condraigula Juggernat Row came to Madras in the month of October which was in the year of our Lord One Thousand Seven hundred and eighty seven and resided at Madras at the time and he was at Madras on the twenty eighth day of July which was in the year of our Lord One thousand Seven hundred and eighty eight but denied that the said Condraigula Juggernat Row or the drawer of the said Bill did ever tender to him the Sum of Two thousand Madras Pagodas as the balance of the said Bill — Believed that after the return of the said Condraigula

Juggernat

Juggernat Row to the Presidency he was not in a Condition to pay such a Sum but did not recollect having made any Protest Respecting the said Bill of Exchange, nor did he believe that Veerapermal Pillay did make any Protest on Account thereof—

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that to the Complainants said Cross Answer your Petitioners said Testator did Exhibit and file his Cross Replication and did therein and thereby amongst other things support his said Cross Bill and his said original Answer and refute the said Cross Answer of the Complainant and to the new matter by the Complainant brought forward in his said Cross Answer did amongst other things say that notwithstanding his said Cross Bill was founded principally upon charges of material facts within the Complainant own knowledge as far as related to him your Petitioners said Testator, and to facts done executed and transacted by the Complainant himself which was upon Letters written by your Petitioners said Testator to the Complainant and upon Letters written by the Complainant to your Petitioners said Testator and upon

upon charges of open and secret negotiations with Veerapermal Pillay Condraigula Juggernat Row Chincalap Sittaramiah and Anthenna Buntalos during a course of one year and two months and for a discovery whereof by the Oath of the Complainant to Interrogatories thereupon Exhibited, the said Cross Answer was nevertheless in no degree such as the Justice of the said Mayors Court could be satisfied with considering the ample materials with which the Cross Bill was composed disposed in a clear and regular order so as to require only a direct affirmation or denial to a chain of unembarrassed questions gradually descended from the first book of the transaction to the last, with the View that the whole truth of the matters in question might appear as unequivocally stated and as unevasively answered on either side — but the Complainants Cross Answer was in very few parts thereof direct to the matters charged on the Interrogatories exhibited in many parts contradictory and almost generally evasive avoiding the fact and supplying instead thereof feeble and obligue argument and your Petitioners said Testator did deny that the Complainant

could

could Consider him liable to him on Account of the said Bill of Exchange upon the grounds of the said affidavits in the Complainants said Cross Answer referred to that neither the said Condraigula Juggernat Raws affidavit nor that of Anthinna Buntaloo were valid and Credible in law it being evident that the said Condraigula Juggernat Row had not only prevailed upon the said Complainant to sue your Petitioners said Testator for two thousand Madras Pagodas according to his own shewing owing by himself upon the said Bill of Exchange but to compel him your Petitioners said Testator to refund a further Sum of three thousand Seven hundred and forty one Pagodas twenty Seven fanams and forty Cash before Justly and lawfully paid, in order that the whole amount of the Bill of Exchange might be thus discharged, to the evident gain and advantage of the said Condraigula Juggernat Row by the Credit given to his affidavit of the Sum of five thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash that the said Letter of the twenty ninth of March One thousand Seven hundred and eighty Seven could have been written under no other impression than that your Petitioners said Testators Conduct had been such as he was able to Justify and which

which conduct he the Complainant did thereby Justify accordingly that it was impossible but that the said Veerapurmal had not satisfied him also of the propriety of the Conduct of your Petitioners said Testator in that respect long before the twenty ninth of March One thousand Seven hundred and eighty Seven five Months after the Bill had been delivered to him by the Complainant and that there was a Condradiction in the said Complainants Cross Answer speaking of the said Letter he said such Letter only manifested Conviction in his mind that the Circumstances of your Petitioners said Testators conduct could not have been such as had been represented by the said Condraigula Juggernat Row and that therefore he was still determined to look to him or Veerapurmal who recommended him that the Complainant had admitted that an Answer might have been received to an application for payment at Masulipatnam from Condraigula Juggernat Row in thirteen or fourteen days, that the drawer of the Bill the immediate Servant or Vakeel of Condraigula Juggernat Row was at Madras it could not be otherwise believed

your

your Petitioners said Testator observed than as the Bill of Exchange was returned to Veeraperumal Pillay upon the Condition of his being responsible for the balance, but that it was returned as soon after the receipt thereof by the Complainant as was nearly possible which your Petitioners said Testator had fairly presumed to be on the twenty sixth of October One thousand Seven hundred and eighty six two days after the Receipt of it back again by the Complainant and that Veera Perumal Pillay was also on his part as Expeditious in getting every information of the Real state of facts respecting the transaction yet it appeared by the Complainant Crofs Answer that on the twenty ninth of march five months afterwards that he held Veeraperumal still responsible to him upon the ground of the misrepresentation of Condraigula Juggernat Row as an excuse for not paying the balance of the Bill — that Veeraperumal surely would not have rested satisfied so long if he had not discovered and believed that those Excuses were not in fact misrepresented and that it appeared that the whole truth might have been plainly known to the said Veeraperumal Pillay in thirteen or fourteen days and by him Communicated to the Complainant in that time instead of delaying it as the Complainant had said in his Answer for near twenty months that the Complainant upon being interrogated respecting the time when Veeraperumal Pillay applied to Condraigula Juggernat Row for payment of the balance says it must have been as he believed between the begining of the year One thousand Seven hundred and eighty Seven and the twenty ninth of March in the same year, but that he did not satisfy the Court what was done with the said Bill between the twenty fourth of October One thousand Seven hundred and eighty eight, and the begining of the year One thousand Seven hundred and eighty seven altho it was sent for to return to Veeraperumal who had indemnified him — but it appeared that there was an interval of inactivity a Contrivance of five months ending at the twenty ninth of March when it was determined to prosecute Condraigula Juggernat Row doubtless your Petitrs said Testator did say upon the Report of Veeraperumal and that the Complainant remained in those sentiments until the Month of June One thousand Seven hundred and eighty eight before which time the said Condraigula Juggernat Row had become a Bankrupt when your Petitioners said Testator did

did say the said Condraigula Juggernat Row only found any Credit with the Complainant and his affidavit was thin made a ground of exoneration of himself and of a prosecution of your Petitioners said Testator and that altho the opinion of Council mentioned by the Complainant would not have any weight at the hearing of the Cause, he could not help observing that it was also misstated - And your Petitioners said Testator did say that the admission of the Complainant knowing that three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash previous to his desiring the Bill to be returned on the twelfth of October One Thousand Seven hundred and eighty six whether upon the information of Settanah or from any other person was good Evidence of such his knowledge and confidence, nor did it alter the Case whether he the Complainant did or did not believe the same and that he the Complainant had given no reason why he did afterwards believe it to be true -- That the Complainant himself did admit a collusion and concealment on the part of Condraigula Juggernat Row his Vakeel and Veraperumal Pillay by saying that he could not pretend to answer whether the said Condraigula Juggernat Row concealed for a certain

period the true state of matters from his Vakeel or from Veraperumal or whether the said Vakeel concealed matters from Veraperumal Pillay. Except that he could not imagine from the general Character and mercantile fairness of the said Veraperumal Pillay in all his dealings that he could be a party in concealing any Circumstance respecting the Bill in question - That the Complainant had never directly mentioned when Veraperumal Pillay returned the Bill altho it appeared that he was preparing to prosecute Condraigula Juggernat Row for the balance on the twenty ninth of March One Thousand Seven hundred and eighty seven - admitted that there was full time between the said twenty fourth day of October and thirty first day of December to settle the Business of Veraperumal Pillay as he the Complainant had been in possession of all the particulars the Reverse whereof they did pretend was the Case as the Complainant did say appeared by the Letters of your Petitrs said Testator who did say that his Letters were only from about the twenty eighth of August to the nineteenth of October One Thousand Seven Hundred and eighty six when he returned the Bill at the Complainants desire

but

but if there was such full time then that the protince of the Complainant being ignorant of every Circumstance relating to the payment of Condraigula Juggernat Row would not be Credited when the Court should be pleased to refer to the said Correspondence, and the Correspondence on the part of the Complainant, and as an elucidation of the further correspondence between them and the said person named Settanah your Petitioners said Testator did say that the Complainant did fully inform him thereof and that he your Petitioners said Testator did return a full Answer respecting the same to a Letter from him under date the twenty first of September enclosing a Letter to your Petitioners said Testator from the said Settanah Copy whereof he did say was annexed to his said Cross Replication - That the Complainant had not disclosed to the Court what he was doing from the thirty first of December to the twenty ninth of March One thousand Seven hundred and eighty seven and from that time to the twenty ninth or thirtieth of May when he himself renewed the subject - instead therefore of a years Correspondence with the Complainant he your Petitioners said Testator was eighteen months nearly

nearly without any Correspondence at all with him and did further say that the Letter of Mr Charles Baker was no evidence of what had passed previous thereto - that the Complainant did particularly acknowledge that he never did believe the said Condraigula Juggernat Row until he had made his Oath to the Circumstances which were then made the ground of his Action as if an affidavit to Circumstances he was so long before informed of could make those Circumstances true and your Petitioners said Testator did say that the tender of an Affidavit of matters that so much interested a persons self should be a Caution against Crediting it according to the light such Instruments when made for personal benefit were generally regarded in and that it was a mere pretence in the Complainant to regard such an affidavit as a Verification of the matters therein contained, but on the Contrary he must have known that the said Condraigula Juggernaut Row could not under the circumstances of a Case be a Witness in the Cause that it appeared by the Complainants shewing that the said Condraigula Juggernat Row was at the

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the Presidency of Fort St. George in October One thousand
Seven hundred and eighty seven but that he did not
pretend that he took any steps against him in respect of the
payment of the balance of the said Bill and he acknowledged
that the said Condraigula Juggernat Row did not tender him
payment of the remaining Sum which he only pretended was
due to wit Two thousand Pagodas nor did it appear that he
the Complainant did ever demand payment thereof your Petitrs
said Testator did deny that the Complainant had Answered
all and singular the matters and things in the said Cross
Bill contained, but that on the contrary the said Cross Answer
was very evasive and insufficient—

And your Petitioner humbly Sheweth unto your
most Excellent Majesty in Council that to your Petitioners said
Testator Cross Replication the Complainant did Exhibit and
file his Rejoinder and therein amongst other things did say
that if his Cross Answer was such as the said Mayors Court
could not in Justice be satisfied with, it became the duty
of your Petitioners said Testator to have excepted thereto
and pointed out the insufficiencies uncertainties or imperfections
thereof instead of charging in general terms to be Contradictory

and

and evasive and the Complainant did again deny
that he was indemnified by Veerapermal and that
notwithstanding he had so denied it, such denial
was not he did say Contradicted by the words of
his Letter to your Petitioners said Testator as quoted
by your Petitioners said Testator in his Cross Replication
for the Complainant did say when he wrote to your Petitrs
said Testator that he had got Veerapermal to take the
matter off his hand and requesting that the Bill should
be returned as he was to deliver it up to Veerapermal who
indemnified him, and settled the Balance and that he
wrote so, and meant to have insisted thereon with
Veerapermal when he thought that Condraigula
Juggernat Row had only paid the said Sum of four thousand
five hundred and twenty eight Madras Pagodas thirty
eight fanams and forty Cash in part of the Bill of
Exchange for ten thousand Madras Pagodas and the
Complainant did pray to call the attention of the said
Mayors Court to a consideration which he did say
would fully clear up all seeming Contradictions in
his Letters written at different Stages of the transactions

namely

namely that as he had the most impliat confidence in the friendships as well as mircantile propriety and integriety of Conduct of your Petitioners said Testator he of course was led to distrust every afsertion of Veera Permaul Condraigula Juggernat Row or Anthinna Puntaloo which tended to impeach those principles in any part of your Petitioners said Testators Conduct, and wrote and spoke under the most decided Conviction in his favor till the letter of the said Charles Baker as the attorny of the said Condraigula Juggernat Row, and the Concurrent Testimony on Oath of Condraigula Juggernat Row and his said Cash Keeper Anthinna Puntaloo induced him the Complainant to consider that his Confidence in your Petitioners said Testator was misplaced and by way of further illucidation why there was nothing inconsistent in his Conduct in having received information from the said Veerapermal in the Month of September which was in the year of our Lord One thousand Seven hundred and eighty six that eight thousand Pagodas had been paid on Account of the said Bill of Exchange and not demanding payment till the Month of July which was in

in the year of our Lord One thousand Seven hundred and eighty eight the Complainant did refer to the Letter of your Petitioners said Testator of which a Copy was annexed to his the Complainant Cross Answer wherein he did say your Petitioners said Testator did mention that he had had a years Correspondence with him the Complainant about the Circumstances of the Bill in question which correspondence the Complainant did say was evidently with the View to clear up the Contradictions between his afsertions and those of Veerapermal Condraigula Juggernat Row and Anthinna Puntaloo and further that the period to which your Petitioners said Testator had alluded at the time when he the Complainant had information from Veerapermaul of Eight thousand Pagodas being paid on Account of the Bill of Exchange in question tended he did say further to confirm the matter for that it was stated as about the twentieth day of September in the said year of our Lord One thousand Seven hundred and eighty six, which the Complainant did say was about twenty three days after the payment of the money by Anthinna Puntaloo to

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to your Petitioners said Testator and shewed therefore that there could not have been any Combination whatever between the parties to the prejudice of your Petitioners said Testator since the material fact of the payment appeared to have been communicated by Veraperumal to the Complainant without any delay – and the Complainant did assert that the evidence of the said Condraigula Juggernat Row was Valed and good in Law towards explaining his own intentions in the payment of his own money or that he the Complainant had in any respect contradicted himself by giving Credit to the Conduct of your Petitioners said Testator in the Month of March which was in the year of Our Lord One Thousand Seven hundred and eighty Seven but verily believed that the truth was known to the said Veraperumal in thirteen or fourteen days after the payment was made and was also communicated to him the Complainant in that time, but that he disbelieved it and that it was he did say the same principle of faith in your Petitioners said Testator that made him apply to and require of Veraperumal to indemnify him for the said Balance as being the person who recommended him to take the Bill of Exchange – He denied that his Conduct

was at all influenced by any Consideration of the Charge of situation of Condraigula Juggernat Row or that the different parts of his answer about the Claim of your Petitioners said Testator on Condraigula Juggernat Row for the said Sum of three Thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash were at all Contradictory and the Complainant by his Attorney Thomas Cockburn did say that by his Letter of the twentieth day of the said Month of October to which Letter your Petitioners said Testator had referred in his Cross Bill, his said Attorney Thomas Cockburn had Reason to believe that the said Bill had been delivered over to the said Veraperumal and therefore in his original Bill of Complaint admitted that the said Bill of Exchange had been delivered to the said Veraperumal but that then finding on enquiry of Veera Permal that the said Bill never was actually delivered to him but that the return of it from Masulipatnam was represented to him the said Veraperumal by him the Complainant and he called upon him the said Veera Permaul for his aid in recovering the Balance due which

aid

Vencataroy Coo

said the said Veeraperumal Promise to afford — the Complain-
=nant denied that he admitted in his Answer there was
any concealment between Condraigula Juggernat Row Veera
Permaul and Anthonna Pantaloo but that when he was
interrogated upon Oath as to what they had done he could
not as not knowing what passed in their minds, answer
positively to the question and to that part of your Petitioners
said Testators Crofs Replication which stated that his Letters
were only from the twenty eighth day of August to the nineteenth
day of October One thousand Seven hundred and Eighty six
did say that his own Letter Copy whereof was annexed to the
Complainants Crofs Answer did advert to a years Correspondence
and that so the fact really was - admitted that the said
Condraigula Juggernat Row did not tender him the Sum of
two thousand madras Pagodas as the Balance of the said
Bill of Exchange, nor would it have availed any thing
if he had done so, when he knew a larger Sum was due
thereon and denied that Condraigula Juggernat Row or
Anthonna Pantaloo were interested in any manner whatever
as to the Judgment which might be ultimately given in the
Cause, so as to impeach the Credibility of their Testimony for that

the

the said Condraigula Juggernat Row had avowed
himself the debtor of your Petitioners said Testator as
well as of him the Complainant and his Interest was
no wise affected whether the money in question be put
to his Credit in own Account or the other -

And your Petitioner humbly Sheweth unto your
most Excellent Majesty in Council that upon the
Pleadings had issue did Join and Rules did pass for
the Examination of Witnesses and that Witnesses were
Examined accordingly both on the part of the Complainant
and of your Petitioners said Testator and your Petitr
Sheweth that Andrew Scott to the second Interrogatory
did say that he did hold the Employment of Secretary
to the Chief and Council at Masulipatnam and
acted in that Capacity from the Month of November
One thousand Seven hundred and eighty two, to the
Month of December One thousand Seven hundred and
ninety three ullo when occasionally absent - and to the
third Interrogatory that he knew Condraigula Juggernaut
Row from the year One thousand Seven hundred and eighty
three To the fourth Interrogatory he did depose that Condraigula

Vencataroy loo

Vencatarayloo was appointed to manage the Shahar Mahal districk for ten years and obtained a Cowle for that purpose from Government dated the thirteenth day of December One thousand Seven hundred and eighty the period of ten years was to commence on the first day of June One thousand Seven hundred and eighty and to end on the thirty first day of May One thousand Seven hundred and ninety that the principal Conditions inserted in that Cowle were that Vencatarayloo should pay a rent for the use of the Company of madras Pagodas twenty Seven thousand eight hundred and fifteen, two fanams and twenty Cash per Mensum that he should likewise pay to the Zemindar for his subsistence the Sum of Madras Pagodas two thousand per annum and that he should also pay the Sum of Madras Pagodas eight thousand per Annum to the Creditors of Opparow that Vencatarayloo did on or about the Seventh of April One thousand Seven hundred and eighty three and was immediately succeeded by Jagganat Row in the management of the Shahar Mahal district and that Government signified their Consent to the then Chief and Council in a Letter dated the third of July One thousand Seven hundred and eighty three,

that he should continue in the management until further orders and the Witness therefore concluded that Juggernat Row in Succeeding to the management of Shahar Mahal became liable for the performance of all the Conditions specified in the Cowle granted by Government to Vencatarayloo To the fifth Interrogatory he did say that he knew the present Opparow and did know his late father who he believed to be the person alluded to in the question did not know any thing further regarding the Claims the said Opparow might have made on the Shahar Mahal Country than appeared in a Report of the Committee of Circuit upon that subject that the Report alluded to, of which he had only seen a Copy appeared to have been addressed to Government and dated the eleventh day of February One thousand Seven hundred and eighty six, it enclosed together with other papers on Account Current between the late Opparow and the Cumdanah family brought up to the thirty first of December One thousand Seven hundred and eighty five by which it appeared that Madras Pagodas forty three thousand six hundred and fifty six,

twenty

Westcott which he the Deponent before mentioned to
have received at different times to the Amount of madras
Pagodas thirteen thousand eight hundred and eighty
six, thirty three fanams and ten Cash or thereabouts
from Vencatarayloo and Juggernat Row as Renters of
the Chahar Mahal Country and the last payment to
have been made on the fifth of March Seventeen
hundred and eighty four by a Bill on Majatty
Vencataram Chitty Soucar — that Juggernat Row however
in a representation delivered to the Chief and Council
in the Month of October One thousand Seven hundred
and eighty six mentioned your Petitioners said Testator
having slopt three thousand five hundred Madras Pagodas
paid him on another Account on or about the twenty
eighth of August Seventeen hundred and eighty six and
having carried the same towards the payment of what
was claimed by him your Petitioners said Testator as a
Creditor of opparow from the Revenue of Chahar Mahal the
Ragganaikaloo a Servant of your Petitioners said Testator
when examined before the Chief on the twelfth of January
Seventeen hundred and eighty seven likewise mentioned

that

that your Petitioners said Testator did receive Madras
Pagodas three thousand four hundred and seventy one
twenty seven fanams and forty Cash from Juggannat
Row about the end of August One thousand Seven hundred
and eighty six but that neither of those Sums were
included in the Accompt made out by Mr. Westcott to
which he the Witness had already referred To the ninth
Interrogatory he did say that some time between the
months of March and June One thousand Seven hundred
and eighty five when Anthony Sadlier Esquire then
Chief of Masulipatnam was at Rajamundry he heard
and did believe that Mr. Sadlier did demand and receive
from Juggernaut Row the Sum of Eight thousand
Madras Pagodas being the Amount payable to Opparows
Creditors from the Revenue of Chahar Mahal for Fazally
Eleven hundred and ninety four on the fourth year
from the time that Country was rented to Vencatarayloo
that the said Sum of Eight thousand madras Pagodas
was to the best of his the Witnesses recollection paid by
a Bill of Exchange which Juggernat Row drew upon
Coortah Vente Vencatachillum dated on or about the

tenth

tenth of May One thousand Seven hundred and eighty five and that the aforesaid Sum was not however brought to account in the Masulipatnam Book until the thirty first of October Seventeen hundred and eighty five which was then done under the Head of Assignment out of the Rent of Chahar Mahal to Apparows Creditors and continued upon the Books under the same head that Witness was at Rajahmundry with the then Chief and did not recollect any specific Order for his demanding the above mentioned Sum of Eight thousand Pagodas from Juggernat Row and that Witness concluded that Mr Sadlier was rather actuated by the general tenor than by the specific Words of any former Order that Government had Written a Letter to the Chief and Council dated about the twenty fifth of November Seventeen hundred and eighty four directing that such of Apparows Creditors as held Assignments of Lands in the Zemindary of Noozid should be required to relinquish the same and tho the letter alluded to, did not direct the Assignment unt: Apparows Creditors out of the Revenue of Chahar Mahal to be set aside, yet that the general tenor of that Letter appeared to the Witness to imply that it was the

the Opinion of Government that there was a great impropriety in any part of the Revenue being appropriated towards the payment of debts due by Apparow to his private Creditors which the said Apparow was so much indebted to the Company that he received from frequent conversations which he had with Mr Sadlier such was the Sense in which the aforesaid Mr Sadlier understood the Letter from Government to the Chief and Council dated the twenty fifth of November One thousand Seven hundred and eighty four and was also convinced that Mr Sadlier thought it incumbent on himself as being the person employed by Government to collect the balance due to the Company to prevent any Revenue to which Apparow had a Claim from being appropriated by any other use than towards the discharge of the said Apparows debt to the Company but could not however take upon himself to affirm whether Mr Sadlier did or did not inform your Petitioners said Testator of his reasons but concluded that Mr Sadlier did and was convinced that your Petitioners said Testator did know that the eight thousand Madras Pagodas received by Mr Sadlier from Juggernat

Juggernat Row was deposited in the Companys Treasury in the manner and under the Head he had already mentioned for the disposal of Government because your Petitioners said Testator was accomptant at the time To the tenth Interrogatory the Witness did say that your Petitioners said Testator was second member of Council at Masulipatnam during the whole of the year One thousand Seven hundred and eighty five and was removed and afterwards reappointed about the Month of June One thousand Seven hundred and eighty seven and continued to hold the same until about the month of february Seventeen hundred and ninety - To the Eleventh Interrogatory the Witness did say that a Committee of Circuit was appointed by Government some time to the best of his Recollection in the year One thousand Seven hundred and eighty three but did not commence their investigation in the district under Masulipatnam till about the Month of May Seventeen hundred and eighty five - That they left the Masulipatnam district about the months of May or June One thousand Seven hundred and eighty Seven but could not remember the time when they were finally dissolved - That the Committee of

of Circuit was instituted by Government for Examining the Country accounts and ascertaining the Amount of Gross Revenue collected from the native Inhabitants as also for several other purposes that the Interrogation of Apparows Accounts was in particular entrusted to them by Government and that they did accordingly proceed to the investigation of the said Accounts and made a Report thereon to Government, and also furnished the Chief and Council with a Copy of the said Report which Copy the Witness did say was dated on or about the eleventh of February Seventeen hundred and eighty six, that by an Account enclosed by the Committee of Circuit in the report referred to, it appeared that the Sum of Madras Pagodas forty three thousand six hundred and fifty six twenty five fanams and forty Cash was due to the late Apparow by the Cundanah family, the Account being brought up to the thirty first of December One thousand Seven hundred and eighty five - To the Twelfth Interrogatory the Witness did say that he did not know that orders were received at different times by the Chief and Council relative to the

assignment

assignment made to Apparows Creditors out of the Revenue of Chahar Mahal that the Board of Revenue wrote a Letter dated the twenty fourth day of September Seventeen hundred and eighty six to the Chief and Council desiring the latter to receive from Juggernat Row what was then due or might become due on Account of the assignment made to Apparows Creditors out of the Revenue of Chahar mahal and to retain the same in deposit until further Orders an Extract from the Letter alluded to, and to the purport he the deponent had mentioned was transmitted by Order of the Chief and Council to your Petitioners said Testator and other Creditors of the late Apparow on or about the thirteenth day of October One thousand Seven hundred and eighty six that the Board of Revenue wrote another Letter to the Chief and Council dated the twenty Seventh day of november Seventeen hundred and eighty six in which Letter they stated that the assignment to Apparows Creditors out of the Revenue of Chahar mahal must be considered to cease when Apparows Claims upon that Country had been discharged the Board of Revenue in the same Letter required an Accompt between Apparow and the Cundanah family to be made out from the thirty first day of

December

December One thousand Seven hundred and eighty five to the thirty first day of December One thousand Seven hundred and eighty six from the time to which an account had before been made out by the Committee of Circuit to the thirty first day of December subsequent to the date of their own Letter and the Board of Revenue particularly mentioned that it appeared by the Account annexed to the Committee of Circuits report upon noonad and Chahar Mahal that the Cundanah family stood indebted to Apparow on the thirty first day of December One thousand Seven hundred and eighty five in the Sum of Madras Pagodas forty three thousand six hundred and fifty six twenty five fanams and forty Cash that the Chief and Council in Consequence of the receipt of the Letter referred to directed their Accomptant Mr Westcott to prepare an Account as had been required - that an Account was accordingly prepared by Mr Westcott which the Chief and Council transmitted to the Board of Revenue Enclosed in a Letter bearing date the eighteenth day of January Seventeen hundred and eighty Seven and by that account it appeared that Madras

Pagodas

Pagodas One thousand eight hundred and sixty two Six fanams and forty Cash remained due to Apparow from the Chahar Mahal Country on the thirty first day of December Seventeen hundred and eighty six after deducting the Sums paid by Vencataroyloo and Juggernat Row out of the Revenue of Chahar Mahal to Apparows Creditors - that he could not take upon himself to affirm whether your Petitioners said Testator was or was not acquainted with the Letter from the Board of Revenue under date the twenty Seventh day of November One thousand Seven hundred and eighty six, or with the Account e transmitted to that Board with the Chief and Councils Letter of the eighteenth day of January Seventeen hundred and eighty seven - that the Board of Revenue again wrote a Letter to the Chief and Buncil dated the twentieth day of June One thousand Seven hundred and eighty seven wherein they mentioned their having acquainted the Governor in Council with the Circumstances attending the Assignment of a part of the Revenue of Chahar mahal to the private Creditors of Apparow and further mentioned that Government had determined that the payment of Eight

Eight thousand Pagodas per Annum to Apparows Creditors from that Country should cease so soon as the balance due by the Cundanah family to Apparow was discharged upon the principle that the Assignment to the Creditors could not upon any Construction be meant to extend beyond the Amount of Apparows Just demands on the Chahar Mahal Country - that the Board of Revenue likewise observed that those demands had been ascertained by the Committee of Circuit and from an Account Current made up to the thirty first of December One thousand Seven hundred and eighty six by which it appeared that after Crediting the Cundanah family for the Amount received by Apparows Creditors the balance then due unto Apparow was Madras Pagodas One thousand eight hundred and sixty two six fanams and forty Cash and the Board of Revenue lastly mentioned that such balance with the Interest from the time it was struck was all that the Governor in Council had determined to be the Just Claim of the Creditors and when that was discharged the full rent of Chahar mahal Exclusive of the provision to the Cundanah family must be brought to the Companys account that the latter from the

the Board of Revenue which the Witness last referred to, was received at Masulipatnam upon your Petitioners said Testator was the Senior Member of Council upon the spot and the Witness concluded that your Petitioners said Testator was of course acquainted with the Contents of that Letter - To the thirteenth Interrogatory the Witness did say that Condraigula Juggernat Row as renter of the Chahar Mahal Country was liable by Virtue of the Cowle granted by Government to the payment of Eight thousand Madras Pagodas per Annum to the Creditors of the late Apparow, and the Authority to have been the Cowle granted by Government to the late Venkata-royloo whom Juggernat Row succeeded as manager of the Chahar Mahal Country. Government having thus granted an Assignment upon the Revenue of Chahar Mahal to Apparows Creditors did afterwards revoke the same as appeared by the Answer of the last question - To the Fourteenth Interrogatory the Witness did say that Condraigula Juggernat Row was removed from the management of the Chahar Mahal Country in Consequence of a Letter dated the Sixteenth day of July One thousand Seven hundred and eighty Seven which the Board of Revenue wrote to the Chief and Council the Reason for his removal having been

been the large arrears due by him to the Company on Account of the Rent of Chahar Mahal and other Accounts - To the fifteenth Interrogatory the Witness did say that he believed that your Petitioners said Testator was not at Masulipatnam during the whole of the Month of April Seventeen hundred and eighty six and did likewise believe that Juggernat Row was absent from Masulipatnam during the whole or part of the Month of April One thousand Seven hundred and eighty six but was not positively certain recollected however to have seen both at Masulipatnam only in the Month of June One thousand Seven hundred and eighty six and that both were there at the end of September Seventeen hundred and eighty six - To the Sixteenth Interrogatory the Witness did say that Juggernat Row appeared by the public accounts to have been in arrears to the Company on Account of Chahar Mahal on the twenty sixth of August Seventeen hundred and eighty six to the Amount of Star Pagodas three thousand three hundred and ninety nine twenty two fanams and twenty Cash or thereabouts besides as the Witness believed the Sum of Eight thousand Madras Pagodas

Pagodas to have been due from him on account of the Assignment made to Apparows Creditors for Jarally Eleven hundred and ninety five as Witness did not know of his having paid the last mentioned Sum either to the said Creditors or into the Companys treasury — To the Seventeenth Interrogatory the Witness did say that Condraigula Juggernat Row did present a Complaint in Writing to the Chief and Counsil against your Petitioners said Testator some time in or about the Month of October One thousand Seven hundred and eighty six, wherein he represented that a Bill of Exchange had been drawn on him by the Complainant in favor of your Petitioners said Testator for the Sum of ten thousand Pagodas that he Juggernat Row accepted the said Bill and paid your Petitioners said Testator the Sum of eight thousand Pagodas in part of the Amount which payment was said to be made on the twenty eighth of August preceding — that your Petitioners said Testator sent him Juggernat Row a message informing him of his having deducted three thousand five hundred Pagodas on his own Account being his Share of the dividend coming to Apparows Creditors — that the said Juggernat Row sent an Answer to

to such message acquainting your Petitioners said Testator that he should pay no part of the Dividend to Apparows Creditors without the Express orders of the Chief to whom he referred that Juggernat Rows representations likewise stated that your Petitioners said Testator had written to the Complainant informing him that he Juggernat Row had only paid the Sum of four thousand five hundred Pagodas in part of the Bill of Exchange already mentioned and that there was no probability of recovering the remainder as Juggernat Row was much distressed by the importunities of his Creditors that Juggernat Rows representation to the Chief and Counsil also stated that when he Juggernat Row was at Rajahmundry with Mr. Saddler in the year One thousand Seven hundred and eighty five your Petitioners said Testator compelled his Juggernaut Rows Agent Coortah Vente Vencatachellum to pay him your Petitioners said Testator three thousand five hundred Pagodas on account of his Share of the Assignment to Apparows Creditors but that Mr. Saddler upon being informed of this transaction interposed

in

in Consequence of which interposition the said Sum was afterwards paid by your Petitioners said Testator into the Companys Treasury — That Juggernat Row after stating some other Circumstances and particularly complaining of the injury done to his Credit by your Petitioners said Testator concluded his representation to the Chief and Council by requesting Justice and that the Bill of Exchange drawn on him by the Complainant might be delivered up to him the said Juggernat Row on paying the balance of two thousand Pagodas which the Deponent did say was all that he alledged to be due from him on Account of that Bill that the Chief and Council in Consequence of the receipt of Juggernat Rows representation came to a resolution on the thirty first of October One thousand Seven hundred and eighty six of furnishing your Petitrs said Testator with a Copy thereof and to request his answer thereto, that a Copy was accordingly transmitted to him on or about the first day of November and no Answer having been received the Witness wrote him another Letter dated the Eleventh of November informing him that the Chief and Council had resolved to Summon Juggernat Row to appear before them on the thirteenth of the same month and to produce his Evidence to be Examined on Oath, in which Letter your Petitioners said Testator was likewise requested to attend with his Evidence that your Petitioners said Testator wrote the Witness officially as Secretary a Letter dated the twelfth day of November which was read in Council the day following in that he desired the Witness to inform the Board that every part of Juggernat Rows Petition that tended to criminate him was in no respect true and as it related to matter of private property he would only Answer to the Mayors Court he likewise mentioned in the same Letter that he had sent a Copy of Juggernat Rows Petition to the Board of Revenue that upon the abovementioned Letter being read in Council, the Chief and Council came to a resolution of proceeding to Examine Evidence in support of Juggernat Rows representation and accordingly did so, on the fifteenth of November that the purport of which Examination tended to prove that the whole Sum of Eight thousand Pagodas paid by Juggernat

Juggernat Row to your Petitioners said Testator on the twenty eighth of August preceding was meant and intended by the former to have been appropriated towards discharging the Amount of the Bill drawn upon him the said Juggernat Row by the Complainant and that he had expressed a readiness to pay the remaining balance due from him upon the said Bill in case your Petitioners said Testator would have delivered the Bill up to him — that the Chief and Council transmitted a Copy of Juggernat Rows Representation as also Copies of all Papers relative thereto to Government enclosed with a Letter dated the nineteenth day of November One thousand Seven hundred and eighty six but offered no opinion on the subject that Government in their answer to the Chief and Council dated the third day of December One thousand Seven hundred and eighty six signified it to be their Opinion that Juggernat Rows representation contained matter that concerned your Petitioners said Testator as a Public Servant and accordingly directed that he should be called upon to produce his Evidence and that such Evidence should be Examined in the presence of the Chief only and the depositions be taken drawn in Writing by the Secretary who if the Witnesses were natives was to

See

see them sworn at the Pagodas and further directed that your Petitioners said Testator should be furnished with a Copy of the Chief and Councils proceedings containing the former Examinations that in consequence of the receipt of the above mentioned Letter from Government your Petitioners said Testator was furnished with a Copy thereof and also with a Copy of the proceedings therein directed to be sent to him which papers were enclosed in a Letter to him dated the sixteenth day of December One thousand Seven hundred and eighty six and he acknowledged the receipt thereof in a Letter dated the Eighteenth of the same Month and two days afterwards transmitted a List of his Evidence — that the Examination before the Chief took place on the twelfth day of January One thousand Seven hundred and eighty seven, the general tendency of which (one Evidence only having been examined to the point in question) went to prove that Juggernat Row had promised to pay your Petitrs said Testator Madras Pagodas three thousand four hundred and Seventy One twenty Seven fanams and

forty

forty Cash on Account of his proportion of the Assignment
made to Apparows Creditors out of the Revenue of Chahar Mahal
and at the same time that he should discharge the Amount
of the Bill of Exchange drawn upon him Juggernat Row. by
the Complainant that the Examination thus taken before the
Justice was transmitted to Government that he the Witness
had no recollection of any Answer having been received to the Letter
last mentioned and no such Answer Appeared on Record and
the Witness did say that his own Sentiments being required he
did not scruple to say that it appeared to him that Juggernat
Row Had promised one thing to your Petitioners said
Testator and represented the matter differently to the
Chief and Council and that your Petitioners said Testator
might have been misled by Juggernat Rows promises of
payment but that he nevertheless believed at the time,
and still continued of opinion that Juggernat Row never
meant or intended that any part of the eight Thousand
Pagodas which he affirmed having paid to your Petitioners
said Testator on the twenty eight of August One thousand
Seven hundred and eighty of six should have been appropriated
to any other purpose whatever than towards the discharge of the
Bill

Bill of Exchange drawn by Sir John Munroes on
Juggernat Row and payable to your Petitioners said
Testator

And your Petitioner humbly Sheweth unto
your most Excellent Majesty in Council that the
Complainant did Exhibit Interrogatories unto Condraigula
Juggernat Row Veeraperumal Pillay to Edward Garrow
and to Vencataroyloo and depositions were taken thereon
And your Petitioners said Testator did except thereto, and
for exception did say that the said Condraigula
Juggernat Row did appear as well from the pleading
in the matter in issue as from his own shewing to
be interested in the event of the Cause — That the
Interrogatories Exhibited to Edward Garrow Esquire
and the Affidavit Exhibited therewith and the deposition
of the said Edward Garrow thereon were contrary to Law
and altogether inadmissiable as evidence in the Cause
That the matters deposed to by the said Veeraperumal Pillay
were principally given upon hearsay and belief without
setting forth the Reasons for such belief and that the said
Veeraperumal Pillay did by his own shewing disposing to the

the fifth Interrogatory shew to be interested in the event of the Cause and that the ninth Interrogatory Exhibited to Vencatarayloo and the affidavit Exhibited therewith and the depositions taken thereon were contrary to Law and altogether inadmissible as evidence in the Cause -

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that to your Petitioners said Testators Exceptions the Complainant did Exhibit and file his Answer and therein and thereby did say that as your Petitioners said Testator had merely alledged in General and indefinite terms that the said Condraigula Guggernat Row did appear as well from the Pleadings in the matter at issue as from his own shewing to be interested in the event of the Cause without saying how or in what manner or degree the said Condraigula Guggernat Row was interested he the Complainant could only Answer such exception by a general abrigation thereof, wherefore he did say that the Interrogatories Exhibited to the said Condraigula Guggernat Row and the depositions by the said Condraigula Guggernat Row thereon given were good Valed and sufficient in Law - that the Interrogatories together with the affidavit Exhibited to the said Edward Garrow Esquire and the Depositions thereto by the said Edward Garrow given, were good Valed and sufficient in the Law that the Interrogatories together with the affidavit Exhibited to Vencatarayloo and the depositions thereto by the said Vencatarayloo given were good Valed and sufficient in the Law - and that the Exception taken to the deposition of Veerapurmal the Complainant did say that the same was Vague indefinite and uncertain inasmuch as the said Exception when speaking of the deposition of Veera Bermal as being matter of hearsay and belief did not refer to any particular deposition to any specific Interrogatory nor to any particular part of any express deposition to any particular Interrogatory and that the Reasons offered by your Petitioners said Testator were insufficient to invaledate or impeach the Testimony of the said Veerapermal and did deny that the said Bermal did appear interested -

And your Petitioner Sheweth unto your most Excellent Majesty in Council that her said Testator did also examine Witnesses and that Vencatanarasoo Puntaloo One

one of those Witnesses did prove the debt due from Apparow to your Petitioners said Testator and that he had seen Juggapah's Agreement for the annual Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and twenty eight Cash to be paid to your Petitioners said Testator that he knew the Bill in question was received by your Petitioners said Testator and that when it was sent for acceptance the payment of the said Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and twenty eight Cash was urged that same time afterwards Juggapah paid eight thousand Pagodas at two different periods — that your Petitioners said Testator directed the Witness to carry his Credit the said Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and twenty eight Cash on account of his debt as in the pleadings particularly set forth and the remaining balance of the said Sum of eight thousand Pagodas in part of the said Bill of Exchange that the Order was given before Juggapahs shroff, and which was interpreted to the Witness by a dubash but was not certain whether the said shroff heard the same — was present when one Ranganaikloo a

a Servant of your Petitioners said Testator demanded of Juggapah the said Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash which he had promised to pay in one Week which had then expired and in the mean time the Bill arrived and Juggapah promised to pay them both and that Juggapah had continued to pay to your Petitioners said Testator his share regularly to the year One thousand Seven hundred and eighty six and Ragonaikaloo another witness on the part of your Petitioners said Testator corroborated the facts deposed to by the said Vencatanarsoo Puntaloo and added that he was the person who carried the Bill of Exchange for acceptance and demanded from Juggapah the said Sum of three thousand four hundred and Seventy one Pagodas twenty Seven fanams and forty Cash that Juggapah Answered he was very much distressed for money but that if your Petitioners said Testator could give him one months time he would pay his Dividend and the said Bill of Exchange both in one month and that your Petitioners said Testator agreed to such proposition —

That

That after the Expiration of one month the Witness was again sent by your Petitioners said Testator to demand the money and that Juggapah said he would send it that evening or the next morning that accordingly on the next day he sent some money but the Witness could not recollect how much that your Petitioners said Testator on receiving it deducted from the Amount his dividend of the Charnahal as agreed upon amounting to the said Sum of three thousand four hundred and Seventy one Pagodas twenty seven fanams and forty Cash and that for the balance that remained he gave a receipt on the back of the Bill of Exchange that your Petitioners said Testator sent a message first by the person who brought the money and by the Witness on the next day to Juggapah acquainting him that whatever Cash he sent in future he would give him a receipt on the Bill on account of the Complainant—

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that Publication did pass and that the Cause was set down for hearing but that before it could come on to be heard her said Testator did depart this life having first duly made and published in Writing and therein and thereby appointed your Petitioner Sole Executrix thereof and your Petitioner Sheweth unto your most Excellent Majesty in Council that having proved the said Will and taken upon herself the burthen of Executrix she became the Representative of the said James Hodges her said Testator and your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that by Reason of the premises she did Consent to the Cause standing revived and the same was accordingly Revived by Mutual Consent on the—

of november last past thereafter that is to say on the twentieth day of November now last past the said Cause did come on to be heard before the said Mayors Court and your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that the said Mayors Court did then first determine on the said Exceptions of your Petitioners said Testator to the Evidence of the Complainant and the said Mayors Court was pleased to Order and did accordingly Order that the said Exceptions so far as they went to the

Evidence

evidence of Edward Garraw and Vencatarayloo were good, and that their depositions were inadmissible and should not be read in the Cause but did order that the Exceptions taken to the depositions of Verraperumal Pillay and Condraigula Juggernat Row should be over ruled and the same were over ruled accordingly as by the said Order of the said Mayors Court hereunto annexed for the inspection of your most Excellent Majesty in Council to which your Petitioner humbly Craves leave to refer and prays the same may be taken as part of this her Petition and appeal may appear -

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that the said Mayors Court did thereafter on the said twentieth day of November think proper to Order and Decree and did accordingly order and Decree that your Petitioners should pay unto the Complainant out of the Estate and effects of your Petitioners said Testator the full and Just Sum of Seven thousand three hundred and four Star Pagodas eight fanams and sixty Cash together with all such Interest as then was or should thereafter become due thereon, until full payment was made, also all Costs of the Original Suit and did further order and Decree that the Cross Bill should stand dismissed with Costs as by Copy of the said Decree hereunto annexed for the Inspection of your most Excellent Majesty in Council to which your Petitioner humbly begs leave to refer and prays the same may be taken as part of this her Petition and appeal may appear -

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that conceiving herself aggrieved by the said Order and Decree of the said Mayors Court your Petitr. did on or about the day of December appeal therefrom to the Hon'ble the Court of Appeals at Madraspatnam for the following amongst other Reasons and first your Petitioner did state that the Complainant did as your Petitioner was advised mistake his Ground of Action inasmuch as that the said action was commenced on a Bill of Exchange and of which your Petitioners said Testator was neither the drawer endorser or acceptor that your Petitioners said Testator was the nominal holder only of the said Bill for the purpose of procuring payment thereof for the Complainant and that having advised the Complainant that Condraigula Juggernat Row the Acceptor of the said Bill had only paid a part of the

and

the

the Amount thereof and had evaded paying the balance remaining due thereon he the Complainant ought to have brought his action against the said Condraigula Juggernat Row as the acceptor or against Chincalapoody Setteramiah the drawer thereof for the said Balance and that the only action that could possibly have been brought against your Petitioners said Testator would have been for the Sum which he admitted to have received that was to say for the Sum of four thousand nine hundred and eighty one Pagodas and twelve fanams in case he had refused to pay the same to the Complainant but which the Complainant had no where pretended was the fact on the Contrary he had admitted that your Petitioners said Testator was always ready and willing to pay and that he actually did pay the same, that the Complainant was bound to abide by the declaration of your Petitioners said Testator touching the Amount paid to him in part discharge of the said Bill of Exchange by the said Condraigula Juggernat Row but that instead thereof he did attend only to the declaration of the said Condraigula Juggernat Row who was a party duply interested and of his servant who was under his influence and

and your Petitioner did state that it was as he was advised the more particularly incumbent on the Complainant to have brought his action against the said Chincalapoody Setteramiah the drawer or against the said Condraigula Juggernat Row as acceptor of the said Bill of Exchange inasmuch as upon the advice of your Petitioners said Testator that he the said Condraigula Juggernat Row had not paid the Amount thereof And that he evaded paying the same the Complainant did require the said Bill to be returned to him and the same was returned to him accordingly and had since that time continued in his possession, or in the possession of Veera Permaul Pillay to whom it was delivered by the Complai=
=nant in consequence of his having taken upon himself the balance due thereon and indemnified the Complainant in the premises as the Complainant did inform your Petitioners said Testator and which your Petitioner was advised was another and very strong Reason why the Complainant ought not to have brought his action against her said Testator inasmuch as that the nature of the said Bill of Exchange had by such means become altered and so far as it could have had Relation to him entirely destroyed as it had become the

property

propriety of the said Coindrigula Juggerniat Row under the Endorsement or other powers of the Complainants that was supposing the the property in the said Bill of Exchange had not originally been vested in the said Veerapurmal and that the Complainant name had not been merely made use of merely to give protection and security thereto forwards on Account of the said Veerapurmal: but your Petitioner did say that her said Testator had in his Answer setforth that he had heard and verily believed the fact so to be, that the said Veerapurmal Pillay was in fact the only person interested in the said Bill of Exchange and so your Petitioner did humbly Submit to the said Court of Appeals the same did fully appear throughout the pleadings in the Cause, and that the only attempt made to Controvert the same was by the said Veerapurmals own deposition, and the Several matters and things setforth in the pleadings Considered the said Court of Appeals would determine as to the Weight of Credibility that was due to such testimony should they be of opinion that the Exceptions of your Petitioners said Testator taken thereto were not good upon the Reason thereafter to be adduced in support thereof and your Petitioner did humbly Submit to the said Court of Appeals that as the said Testator did in the Pleadings in the Cause assert that the said

said Veerapurmal Pillay was the person to whom the said Bill of Exchange had always belonged that he only was interested therein and that the Complainants name was made use of only, to aid and support his the said Veera Permals Interests in the premises had the fact been otherwise the Complainant would have produced Witnesses to shew either from his Books or otherwise that the statement of your Petitioners said Testator was erroneous and that he the Complainant had advised the Amount of the said Bill of Exchange to be drawn thereof out of his the Complainants own proper monies and as a professed Merchant your Petitr. was advised and submitted the same to the said Court of Appeals that he the Complainant could not have met with the smallest difficulty in adducing such proof and your Petitioner in further support of the matters and things she had before submitted did further state that she was advised that every party before a Court was entitled to an equality of Justice and thereupon said that if under the Circumstances of the present Case a Decree were to be given for the Complainant your Petitioner would be remedyless inasmuch as that the said Bill of Exchange was as before mentioned delivered many years ago by her said

Testator

Testator to the Complainant at his own request and had ever since remained in his possession of the said Veeraperimal Pillay and the said Condraigula Juggernat Row had long since become a Bankrupt and lastly if a Decree could possibly be given upon the Principles of the Complainant said Bill of Complaint and the evidence adduced to support it it would hold out a precident of a very dangerous tindency as by a Collusion of parties an innocent man might be for ever ruined and thereupon your Petitioner did say she was advised that the said Mayors Court ought to have dismissed the Complainants said Bill of Complaint as founded in Error-

Secandly Because your Petitioners said Testator did prove by the Testimony of two Witness the debt due to him from the said Condraigula Juggernat Row, that he the said Condraigula Juggernat Row did repeatedly promise to pay the same, and that just before the said Bill of Exchange was delivered to the possession of your Petitioners Testator the time of one of the said promises had Expired that when the said Bill of Exchange was presented to the said Condraigula Juggernat Row for acceptance the said Claim of your Petitioners said Testator was again urged, and that thereupon he the said Condraigula Juggernat Row did say

say that if your Petitioners said Testator would give him a time of one Month, he would pay his said Claim and the Amount of the said Bill of Exchange together that your Petitioners said Testator did Consent thereto, and that some short time afterwards the said Condraigula Juggernat Row did accordingly at two different times pay in part the Sum of eight thousand Pagodas - that your Petitioners said Testator did write a receipt on the back of the said Bill of Exchange for the Sum of four thousand nine hundred and eighty one Pagodas, and twelve fanams and carry the remainder to his Credit and one of the Witnesses on the part of your Petitioners said Testator shewed that that transaction passed in the presence of the shroff of the said Condraigula Juggernat Row who brought the said Sum of eight thousand Pagodas, but that he could not take upon him to say that he heard the directions given thereon by your Petitioners said Testator and thereupon your Petitioner did submit to the said Court of Appeals that her said Testator did support as fully as it laid in his power to do so, and so far as the Law required the matters and things set forth

in

in his said Answer touching the appropriation of the said Sum of Eight Thousand Pagodas and the Intentions of the said Condraigula Juggernat Row relative thereto and the only evidence admitted by the said Mayors Court on the part of the Complainant to refute the same was the deposition of the said Condraigula Juggernat Row which your Petitioner did submit to the said Court of Appeals was not legal and admissible Evidence for the reasons shewn in the exceptions taken thereto by your Petitioners said Testator and for such Reasons as might be thereafter shewn in support thereof and that the deposition of Andrew Scott was in some of the material parts merely hearsay and conclusions drawn from the Copies of Papers the Originals of which the said Andrew Scott had admitted he never had seen, that other parts did not apply and that others again were in favor of your Petitioner for your Petitioner did shew to the said Court of Appeals that the said Andrew Scott in deposing to the Origin of the demand of your Petitioners said Testator on the said Condraigula Juggernat Row referred to the Copy of a Paper delivered by the Committee of Circuit and when speaking to the Complainant which the said Condraigula Juggernat Row made against your Petitioners said Testator to the Chief and Council of Masulipatnam regarding a Bill of Exchange on which Condraigula Juggernat Row said he had paid a Sum of money and that your Petitioners said Testator had appropriated a part thereof to purposes contrary to his the said Condraigula Juggernat Rows Representations and to the Injury of his Credit, he the said Andrew Scott shewed that the said Bill of Exchange so set forth by the said Condraigula Juggernat Row was as stated by the said Condraigula Juggernat Row himself in his said Complaint a Bill of Exchange drawn by him the Complainant on him the said Condraigula Juggernat Row in favor of your Petitioners said Testator and the said Andrew Scott did repeat the same in another part of his deposition and your Petitioner did shew that the Bill in question was drawn by Chincalapoody Sittaramiah his the said Condraigula Juggernat Row Vakeel in favor of the Complainant and that the name of your Petitioners said Testator did not appear therein and the said Andrew Scott did in his said deposition further shew that the Superior Government of Fort Saint George did take up such the Complaint of the said Condraigula Juggernat Row to the said Chief and Council of Masulipatnam and district your

Petitioners

Petitioners said Testator to Answer the same that he did so, and that upon the proceedings thereon being transmitted to the said Superior Board it appeared they were convinced that the said Complaint of the said Condraigula Juggernaut Row was unfounded, for that they did ever after remain silent thereon, and that such must have been the fact was deducible from the deposition of the said Andrew Scott for speaking his sentiments having been interrogated he said that it appeared that Condraigula Juggernat Row had promised one thing to your Petitioners said Testator and stated another to the said Chief and Council-

Thirdly Because it was evident that there was a Collusion between the Complainant the said Condraigula Juggernat Row and the said Chincalapoody Settaramiah, and which was so clearly setforth and so plainly Established in the pleadings by your Petitioners said Testator that it were improper to dwell largely thereon at that time and therefore your Petitioner begged leave to claim the attention of the said Court of Appeals to the out lines thereof only and thereupon did shew that the said Bill of Exchange was transmitted to her Testator in the month of July One thousand

Seven

Seven hundred and eighty six, that it was accepted by the said Condraigula Juggernat Row on the twenty fifth of the said month, that on the twenty eighth day of August following he paid in part thereof the Sum of four thousand nine hundred and eighty one Pagodas and twelve fanams and that on the next day your Petitioners said Testator informed the Complainant thereof on the fifteenth of the Month of September your Petitioners said Testator again addressed the Complainant informing him that he could not get any more money from the said Condraigula Juggernat Row and desiring to know what steps should be taken with him, the Complainant then applied to the drawer of the said Bill, and on the twenty first of the said month of September thus expressed himself to your Petitioners said Testator "I fear all is not right with Juggapah when he and his man are using expedients to deceive me" on the twelfth of October following he again wrote to your Petitioners said Testator and after having thanked him for the trouble he had taken he added- I have got Permaul to take the matter off my hands as it was utterly at his own desire I advanced the money I have therefore to request you will be pleased to send the Bill to me by Tappy as I am to deliver it up to Permal who indemnifies

me

me, and settles the balance - On the twenty fourth of the same Month he acknowledged the receipt of the said Bill which he said he hoped soon to see an end of, and again Expressed his Obligations to your Petitioners said Testator for the trouble he had had in the Business and there your Petitioner did state the collusion between the parties above alluded to, commenced the Bill was given up to the said Verapermal Pillay the warmly interested friend of Guggapah and the first step that appeared to have been taken in consequence was a Petition from Condraigula Juggernat Row to the Chief and Council of Masulipatnam as before mentioned against your Petitioners said Testator, and it appeared by the deposition of the said Andrew Scott that the same must have been long in agitation before the Masulipatnam Board which giving Credit as it appeared to the facts stated in that Petition seemed to have given encouragemints to the said Condraigula Juggernat Row, and which probably kept alive the hope of the said Verapermal Pillah until the proceedings in the said Petition were transmitted to the said Supreme Board at Fort Saint George who it appeared saw the Business in a very unfavorable Light as they remained ever silent thereon and then it would seem, and not till then who

Guggapahs

Guggapahs Credit appeared to have been ruined, the said Verapermal was said to have returned back to the Complainant the said Bill of Exchange upon pretext as stated by the Complainant that would not your Petitioner humbly hoped receive any manner of sanction from the said Court of Appeals for your Petitioner did say that the several matters and things connected with the transaction being considered such a pretext must appear altogether fallacious - and your Petitioner did further submit that it must appear very Extraordinary that the said Permaul Pillay should take upon himself the payment of the balance due on the said Bill of Exchange and indemnify the Complainant in the premises for no other reasons than that he the said Verapermaul Pillay had desired the Complainant to take the said Bill and equally extraordinary that the said Verapermaul Pillay should not have been made acquainted for it was pretended he was not with the Circumstances stated in the Complainant Bill of Complaint and Replication notwithstanding his friendship with the said Condraigula Juggernat Row and notwithstanding the drawer of the said Bill the Servant of the said Condraigula Juggernat Row was in Madras until the month of March One thousand

thousand Seven hundred and eighty seven when the said Condraigula Juggernat Row had become a Bankrupt and your Petitioner did state that it must have appeared so very extraordinary as not to be reconciliable with reason that the Complainant who said the matter was cleared up to him when the said Veerapurmal Pillay returned the said Bill of Exchange, should have remained from that time from March One thousand Seven hundred and eighty seven altogether Carelys and indifferent until the Month of May in the following year when the Complainant by his own shewing would make it appear that he still held the said Condraigula Juggernat Row accountable for the Balance due on the said Bill of Exchange as the same was stated by your Petitioners said Testator for he seemed to have made a demand on him about that time as appeared by the letter of Charles Baker the Attorny at Law of the said Condraigula Juggernat Row exhibited in the pleadings but your Petitioner did submit to the said Court of Appeals that the said demand did indicate a renewal of the Collusion between the parties that had so long lain dormant for the letter of the said Charles Baker did shew that at the time it was written, and at the time the Complainant said

said application was made, to the said Condraigula Juggernat Row, that your Petitioners said Testator had in the Complainants hand, a Sum of money, and the said Condraigula Juggernat Row in Answer to the Complainants said application recommended to detain out of such the property of your Petitioners said Testator the Sum of three thousand five hundred Pagodas which he said was the Sum which your Petitioners said Testator had misapplied of the said Sum of Eight thousand Pagodas with Interest due thereon, and in proof of such the Revival of the said Collusive practices the Complainant did accordingly follow the recommendation of the said Condraigula Juggernat Row through his said Attorny at Law, and refuse to deliver up to your Petitioners said Testator his said property until compelled so to do by the course of Law — And your Petitioner did shew that upon the refusal of the Complainant your Petitioners said Testator did represent to the Complainant partner the injustice of the measure and demanded immediate restitution of his property but he could not obtain any manner of satisfaction on the contrary, in order to keep the possession he held he the Complainant did on the sixteenth day of August following Exhibit and file his

this said Bill of Complaint in the said Mayors Court against your Petitioners said Testator, and your Petitioner did submit to the said Court of Appeals that it was not to be Credited that the Complainant if he had merely been as he pretended to be, the only Person interested in the said Bill of Exchange, and that the Amount thereof had actually been paid out of his own proper money to the drawer thereof would have remained so unconcerned for so many months, and so large a Sum of money as nearly six thousand Pagodas was at a stake — And your Petitioner did further submit to the said Court of Appeals that the said Mayors Court having had before them such a Varity of proofs of collusion and unfair practices on the part of the Complainant in Confederacy with the said Condraigula Juggernat Row and Chincalapoody Setteramiah ought to have dismissed the Complainants said Bill of Complaint -

Fourthly Because there was no evidence in opposition to the several matters and things setforth, and averred in the Answer of your Petitioners said Testator Except as therein before mentioned, and although the said Answer was not upon Oath as your Petitioners said Testator was not then in Madras but had long before departed for Europe, yet your Petitioner did shew that the Complainant did Consent to receive the same, and therefore the several matters and things therein contained were to be Considered as received in the same manner and entitled to the same weight in evidence as if an Oath had been administered thereon — your Petitioner Admitted that the Complainant in Answering the Cross Bill of Complaint of his said Testator did state various matters in opposition to the said Original Answer and that the said Cross Answer was upon the oath of his the Complainants Constituted Attorney Thomas Cockburn but your Petitioner did state, that when the said Answer was so exhibited in the said Mayors Court your Petitioners said Testator did by his attorney in Court object thereto and the said Answer was received by the said Mayors Court in opposition to such objection as would more fully appear by the Extracts of minutes of the said Mayors Court to your Petitioners said Petition of appeal annexed and prayed by your Petitioner to be taken as part thereof and your Petitr did state that the said Mayors Court in over ruling such the objection of your Petitioners said Testator and allowing the

the said Answer to be filed without the Oath of the Complainant thin Cross Defendant did deprive your Petitioners said Testator of all the benefit and advantage meant and intended to be derived from a discovery upon the Oath of the Complainant and thereupon your Petitioner did state to the said Mayors Court that the said Answer of the Complainant was no manner of evidence, and if it were your Petitioner did submit that it was repute with palpable Contradictions, and therefore instead of giving aid and support to the pleadings of the Complainant in the Original Cause did absolute tend to destroy the same and demonstrated that he had no fixed Case upon which he could rely, and was therefore necessitated to vary the same according to the matters and things urged by your Petitioners said Testator in his defence to the Complainants said Original Bill of Complaint— And your Petitioner did by leave to observe that the said Cross Answer of the Complainant was altogether inconsistent and irregular, insomuch as the Complainant did therein, some times speak in his own person, some times by his said Attorney and sometimes the said Attorney speaks himself to all intents and purposes as if he had been a party in the

said

said Bill of Complaint:—

Fifthly Because the Complainant in bringing his Action against your Petitioners said Testator did as a foundation therefore state that your Petitioners said Testator was his the Complainant Agint, and as such did in Compensation for his trouble receive a certain Commission and that therefore he became liable to pay unto him the Complainant not only the whole of the said Sum of Eight thousand Pagodas which it was pretended was paid on Account of the said Bill of Exchange but also the remaining Sum of two thousand Pagodas which it was admitted he did not receive on any account but which it was pretended he might have received had he done his duty in the premises and to shew that your Petitioners said Testator was the Agent of the Complainant on Account Current was introduced in the pleadings in which the Complainant had given Credit to your Petitioners said Testator for Commission as his Agent but your Petitioner did submit to the said Court of appeals that to shew the fallacy of the said account and the Artifice of the Complainant in framing the same, it was only necessary to state that the same was made up by the Complainant long subsequent to the return of the said

Bill

Bill of Exchange and when the same was in the custody of the said Veraperumal Pillay, and at a time when the Collusion herein above noticed was working to injure your Petitioners said Testator, and inorder to shew the untruth of the assertion of the Complainant that your Petitioners said Testator was his Agent and as such Received the usual Commission your Petitioner did say that her said Testator did in his said Answer set forth the Extract of a Letter by him addressed to the Complainant some time previous to the existence of the said Bill of Exchange therein informing him that he would not receive any Commission for any Business he might transact for him the Complainant at Masulipatnam and which letter your Petitioner did shew had been admitted by the Complainant who had not produced one single Witness to support his said Answer nor the Account Current upon which it was founded – and your Petitioner did submit to the said Court of Appeals that even had her said Testator actually been the Agent of the Complainant and received his Commission as such and that he had actually received the whole of the said Sum of

of Eight Thousand Pagodas upon account of the said Bill of Exchange, but the Contrary was the fact yet he could have been accountable only for so much as he had received, and not for the Sum of two Thousand Pagodas which he did not receive, and the more particularly as the Complainant did require from him the return of the said Bill of Exchange and the same was returned to him accordingly by your Petitioners said Testator a very short time after the payment of said Sum thereon by the said Condraigula Juggernat Row and the same had been in his the Complainants possession or in the possession of the said Veraperumal Pillay ever since that period and therefore the said Decree of the said Mayors Court upon every principle of Law and Justice must be erroneous and your Petitioner did submit to the said Court of Appeals that she was advised that the said Order of the said Mayors Court whereby they did dismiss the Exceptions of your Petitioners said Testator to the depositions of Condraigula Juggernat Row, and Veraperumal Pillay was Erroneous, and that the said Exceptions ought to have been held good for your Petitioner did submit that it was Evident as well throughout the Pleadings as by the said

Condraigula

Condraigula Juggernat Rows own shewing that he was the Acceptor of the said Bill of Exchange and therefore and otherwise an inserted Witness - that the Testimony of the said Veerapermal Pillay was given upon matters of hearsay and that by his deposition he appeared to be interested in favor of the Complainant, and that therefore their said evidence was not fair and unembiased as required by Law to be -

And your Petitioner humbly Shweth unto your most Excellent Majesty in Council that for the said Reasons and others to be adduced on her behalf at the Hearing of her said appeal she did humbly pray that the said Court of Appeals would Reverse the said Order and Decree of the said Mayors Court and grant unto your Petitioner such further and other Relief as in the Wisdom of the said Court should seem meet -

And your Petitioner humbly Shweth unto your most Excellent Majesty in Council that to your Petitioners said Petition of appeal the Complainant did Exhibit and file his Answer and did therein introduce a Variety of Circumstances which your Petitioner had omitted to do in her said Petition of Appeal the same being as your Petitioner was advised altogether irrelevant or of no material consequence, and the Complainant did in and by his said Answer make use of many arguments not necessary as your Petitioner is advised to support his Case and your Petitioner Shweth unto your most Excellent Majesty in Council that in Answer to the Reasons by your Petitioner setforth in her said Petition of appeal against the said Decree of the said Mayors Court the Complainant in and by his said Answer did amongst other things say that his said Action was rightly laid against your Petitioners said Testator and did submit to the said Court of appeals whether on view of the pleadings recited and the Reasons arguments and proofs therein brought, the same did not appear for that it was therein proved that your Petitioners said Testator had been for many years in the habit of transacting Business for him at Masulipatnam, as his factor or Agent, that your Petitioners said Testator as his Agent or Factor as aforesaid was allowed and did actually receive a Certain Commission or per Centage on the Sums of Money so received or paid by him on his the

Complainants

Complainants Account that being so employed as his the Complainant agent or factor and receiving Commission accordingly he was liable answerable and accountable to him for any injury damage or loss sustained by him through the misconduct or neglect of your Petitioners said Testator that your Petitioners said Testator having by his own shewing received on the very day the said Bill of Exchange became due the Sum of Eight thousand Pagodas in part payment of the said Bill, and having misapplied a part of the same and appropriated it to the extinction of his own pretended debt and having in a short time afterwards refused to accept a tender of the remaining balance being the Sum of two thousand Pagodas by which misconduct of your Petitioners said Testator in the premises he the Complainant was injured in the Amount sued for and that his only remedy did lay against your Petitioners said Testator for that he could not have resorted to the Drawer, in as much as the law as settled respecting Bills of Exchange expressly held that the Drawer of such Bill was forever discharged by the smallest Sum in part payment of such Bill accepted and received by the Payee or Indorsee from the acceptor as to any demand on him by either and that therefore the

the simple question of the right of Action (as to whom it should be brought against) did lay between the said Condraigula Juggernat Row, as the acceptor of the said Bill of Exchange, and your Petitioners said Testator as the agent or factor of him the Complainant and the Complainant did say that therefore and for the Reasons in his said Answer setforth your Petitioners said Testator had neglected his duty and injured him the Complainant and was therefore liable to the balance now due on the said Bill unreceived by him the Complainant, that he was not by any means bound to abide by the declaration of your Petitioners said Testator touching the real amount paid by the said Condraigula Juggernat Row, although he did say he did abide by the said declaration of your Petitioners said Testator (as having as he did also say a most implicit reliance on his probity and integrity) as long as it was possible for him so to do for that it was not till after the Bill had been returned, not till after the most minute investigation had been made into facts by Vera Permaul Pillay nor till after the said Condraigula Juggernat

Row

Row had refused to pay any further Sum than two thousand Pagodas as the balance due on the Bill — nor even till after the said Condraigula Juggernat Row and his Cash Keeper the said Anthonna Puntaloo had both declared upon Oath in the most unqualified manner that the Sum of Eight thousand Pagodas had been paid to your Petitioners said Testator in discharge of the said Bill and on no other Account whatever, did he allow his good Opinion of your Petitioners said Testator to be altered or in the smallest degree shaken And in Answer to the Assertion in your Petitioners said Petition of Appeal contained that the said Bill was the property of the said Veerapurmal Pillay and that the Complainant ought to have proved the contrary "the Complainant did say that the contrary had been fully proved in the pleadings in the Cause and that the said Veerapurmal Pillay himself had utterly disclaimed the same — that in further refutation of the said Assertion that the Complainant ought to have proved the Consideration given for the said Bill of Exchange the Complainant did say that to oblige the holders of Bills of Exchange to be always under the necessity of proving

proving a Valuable Consideration would be to impede trade and would greatly tend to lessen the Currency and Value — and that he was advised that your Petitioners said Testator having alledged the said Bill to have been the property of the said Veerapurmal Pillay, it was incumbent on him to have proved the same — and in Answer to that part of your Petitioners said Reason wherein she did say that should a Decree pass against her she would be remediless the Complainant did assert that she had a remedy against the said Acceptor on the Bill for the remaining balance to wit, the Sum of two thousand Pagodas, but that even were it the case were your Petitioner remediless it would have no reason why he the Complainant should lose his right as in that Cause he would be remediless also — And in Answer to your Petitioners second Reason or Cause of Appeal the Complainant did say that it was immaterial whether or no your Petitioners said Testator provid a debt due to him from the said Condraigula Juggernat Row since it appeared from the Deposition of Andrew Scott that the same was long previous to the sending the said Bill to the said Condraigula Juggernat Row for

Acceptance

Acceptance ordered to be paid into the Honble Companys Treasury at Masulipatnam and consequently the very shadow of a pretence was done away from your Petitioners said Testator as to any ~~~~ Claim he might have had on the said Condraigula Juggernat Row - but that even admitting such a Claim existed, and that the Sum of three thousand four hundred and seventy one Pagodas twenty seven fanams and forty Cash had been Justly due to your Petitioners said Testator from the said Condraigula Juggernat Row yet the Complainant did say he was advised that your Petitioners said Testator could not legally appropriate any part of the Sum paid on Account of the Bill of Exchange to the Extinction of his own debt, and that the whole Sum was paid on that account the best evidence appeared that could be had, or the nature of the thing would allow namely the deposition of the party himself as to the sum paid being expressly on Account of the Bill of Exchange as well as the Collateral Evidence admitted by your Petitioners said Testator himself of the Complaint made against him by the said Condraigula Juggernat Row on Account of his Credit being hurt by the return of the Bill of Exchange and his appropriation of a part of the money so paid on account of the Bill of Exchange to his own use, contrary to the Express direction of the said Condraigula Juggernat Row and the Complainant in support of this premises did enter into legal Argument and quote precedents that as your Petitioner is advised did not apply but on the contrary was foreign to the matter in question, and did then beg to observe that the very Circumstance of the greater part of the Sum having been paid on the Exact day on which the Bill became due and the balance tendered to the precise Amount drawn for indicated the intentions of the payer in the strongest manner and Corroborated his deposition - and did submit that the Evidence of the said Condraigula Juggernat Row admitted by the said Mayors Court was legal and admissible Evidence in the Cause for the Reasons assigned in his the Complainants Answer to the Exceptions taken by your Petitioners said Testator thereto and stated in his Answer to your Petitioners said Petition of appeal in Answer to that part of your Petitrs second Reason of appeal which stated the objections to the Evidence of the said Andrew Scott as being wholly inapplicable and merely hearsay and conclusions drawn from the Copies of Papers the

the Originals of which the said Andrew Scott had never seen the Complainant did submit that the same did fully & fully apply and was sufficient in the law — inasmuch as it tended to prove that the Chief and Council at Masulipatnam did in the year of Our Lord One thousand Seven hundred and eighty five receive the whole of the said Sum of Eight thousand Madras Pagodas ordered to be annually paid to the Creditors of the aforesaid opparow and did deposit the same in the Companys Treasury, and as it further proved that your Petitioners said Testator himself must have known and did know the same at the time the said Bill of Exchange was remitted to him and after introducing a part of the deposition of the said Andrew Scott and reasoning thereon the Complainant did beg to observe that the said Andrew Scott as Secretary to the Chief and Council at Masulipatnam saw the Copy of a report made to Government respecting Opparows Claim on the Shahar Mahal district in his official Capacity that your Petitioner had laid a great stress on a supposed deviation in the deposition of the said Andrew Scott respecting the said Bill of Exchange that thereto he the Complainant did say the said

deponent

deponent was not then speaking of the said Bill of Exchange from himself or in his own words: but that he was only stating from memory the tenor of a Complaint made by the said Condraigula Juggernat Row against your Petitioners said Testator wherein such a duration was at all material nor did it tend to impeach the Credit or bar the testimony of the said Andrew Scott whether he the Complainant was or was not the Drawer of the said Bill of Exchange or in whose favor the same was drawn, that the said Andrew Scott never saw the said Bill of Exchange, and that therefore the relying on such quibbling and frivolous pretences supported by such flimsy Arguments as your Petitioner had thought proper to make use of was the surest testimony of the Weakness of her Cause And the Complainant did then enter into Arguments in the attempt to rescue the declarations of the said Condraigula Juggernat Row from inconsistency and contradiction relating to his Complaint before the Chief and Council of Masulipatnam as given in the deposition of the said Andrew Scott and the Complainant did say that in full Answer to what your Petitioner had alledged in her second Reason aforesaid respecting the unfoundedness of the said

Complaint

Complaint as deduced from the silince of the Government
thereon, that no such conclusion was at all deducible therefr
for that the said Condraigula Juggernat Row having rende
himself obnoxious to the Government and been removed fro
his situation as Renter of Chahar mahal, a very short tim
afterwards it was reasonable to presume that the Governmen
declined investigating the matter any further on the ground
that the Interest and private Concerns of Individuals must
always give way to concerns and Interest of a Public and
general nature and in Reply to the Reasoning of your Petit
and her quotation from the deposition of the said Andrew
Scott to prove the fallacy of the said Condraigula Juggern
Row the Complainant did say that the said quotation wa
not fully recited for that the said Andrew Scott in
addition to, and immediately after the said quotation
made use of by your Petitioner goes on to say that he
/the deponent/" nevertheless believed at the time and still
continue of Opinion that Juggernat Row never meant or
intended that any part of the Eight thousand Pagodas
which he affirmed having paid to Mr Hodgis on the
twenty eighth day of August One thousand Seven hundred
and

and eighty six should have been appropriated to any
other purpose whatever than towards the discharge
of the Bill of Exchange"—

And the Complainant in answer to your Petitio
third Reason did beg leave to observe that the whole
of the same turning on a pretended Combination &
Confederacy and Collusion said to Exist betwein him
the Complainant and the said Veeraperumal Pillay the
said Condraigula Juggernat Row and the said Chincalapoody
Settaramiah but of which your Petitioner had not
adduced or even attempted to adduce the slightest proof,
rested on the single assertion of your Petitioner and the
same not appearing in Evidence must as the
Complainant was advised be presumed and considered
as not existing in fact And in Answer to that part
of your Petitioners said third Reason of Appeal
stating that it was not to be credited that the
Complainant if he had merely been as he pretended
to be the only person interested in the Bill of
Exchange and that the Amount thereof had actually
been paid out of his own proper monies to the drawer
thereof

thereof would have remained so unconcerned for so many months when stating a Sum as nearly six Thousand Madras Pagodas was at stake — the Complainant did say that he had already in Answer to the first Reason of Appeal stated that his Conduct was wholly influenced by the strong impressions his mind had received in favor of your Petitioners said Testator when he could by no means persuade himself to believe capable of so fraudulent a precedure, or so flagrant a breach of the trust reposed in him, but that from the moment he Knew from the Letter of Mr Charles Baker and from the depositions upon oath of the said Condraigula Juggernat Row and his Cash Keeper / and could no longer disbelieve / the unwarrantable practices of your Petitioners said Testator he sought Redress from your Petitioners said Testator by the Original Suit

And the Complainant did say that in Answer to so much of the fourth Reason assigned by your Petitioner for Appealing from the said Decree as alledged that there was no Evidence in opposition to the Several matters and things set forth and averred in the Answer of your Petitioners said Testator to the Original Bill did submit that the same or the greater part and more material parts thereof had been opposed by the best Evidence the nature of the Case did admit of that the said Answer was not upon oath and rested on the bare assertions of her said Testator and therefore of no validity unless established by sufficient Evidence and which the Complainant did say her said Testator had failed to adduce and the Complainant did say that the Replication in the Original Cause fully Answered and refuted the greater part of the same and that he was advised any further opposition to the same would have been unnecessary for him the Complainant to have gone into and the Complainant did submit that the said Mayors Court was Justified in overruling the Objections made by the Attorney in Court of your Petitr Testator to the Cross Answer of the Complainant and that upon the strictest grounds of Law and Equity and that the motion of the Attorney of your Petitioners said Testator before the said Mayors Court did appear by your Petitioners own shewing / having been made with a View of depriving him the Complainant of

of all benefit and advantage meant and intended to be derived from his said Crofs Answer was that fraudulent and insidious attempt to take advantage of him the Complainant as clearly to fall under the foregoing principle and did deny that his said Crofs Answer was (as it was said by your Petitioner to be) replete with palpable contradictions for the Complainant did say that the said Crofs Answer throughout supported the pleadings in the Original Cause — And to your Petitioners fifth Reason the Complainant did say that he had already in his Answer to the first Reason of Appeal setforth and proved the ground of his action against your Petitioners said Testator to be Just and sufficient in the Law and that your Petitioners said Testator was his Agent and did receive Commission as such was tacitly admitted by him in his Rejoinder in the Original Cause and alluding to the Extract of a Letter setforth in the Answer of your Petitioners said Testator from him to the Complainant on the subject of his refusing Commission, the Complainant did say he was advised it had been held that although a mans own compositions and Writing might be produced and

Received

Received as Evidence against him yet that it could not be received in his favor as the Law in that case would always suppose a fabrication for intended purposes, that the said Letter having been written long previous to the Existence of the said Bill could be no Evidence against the Existence of a fact subsequent thereto, and of Course all conclusions therefrom drawen would fall to the ground and that in the Account Current as settled with and approved of by your Petitioners said Testator and which was closed on the thirty first day of December in the year of Our Lord One Thousand Seven hundred and Eighty six your Petitioners said Testator was Creditid for Commission as the Agent or Factor of Complainant and allowed of and accepted the same — And the Complainant reasoning upon the trust your Petitrs said Testator is said to have undertaken the Complainant did say that whosoever undertook anothers Business made it his own that was he promised to Employ upon it the same Care and attention that he would do, if it were actually his own, and upon that

principle

principle the Complainant did say he was advised a tender of the Balance remaining due on the said Bill to your Petitioners said Testator and his refusal to accept the same was such a departure from his public and bounden duty as the factor or Agent of the Complainant as to render him in the first instance liable to make good the loss and damage accruing to him the Complainant therefrom and the Complainant then adduced an adjudged Case of Heath Versus Turner —

And the Complainant in Answer to the Objection taken by your Petitioner to the Evidence of the said Condraigula Juggernat Row did say he was advised that the same was regular and admissible evidence for that the said Witness was by no means interested in the event of this Case for the same did not nor could it Exonerate him from any one Claim or Sum of Money now due from him whatsoever and that he therefore stood on the ground of a fair and impartial Witness for if it were admitted that both the demands originally standing against him to wit the Balance due on the said Bill of Exchange and the said Claim of your Petitioners said Testator on Account of Apparow as

as set forth in the pleadings were legal ones and as such liable to a recovery at Law he was then competent to declare as between the parties in those Causes on which account he paid the money and the receipt of the said Sum of Eight thousand Madras Pagodas being admitted by your Petitioners said Testator it could make no difference to the said Condraigula Juggernat Row the said Witness in whose favor those Causes were decided — for if your Petitioners said Testator Claim were recoverable at Law and the said Court of Appeals should think proper to affirm the said Decree of the said Mayors Court the Witness was still liable to it, or if it was originally an unjust one, then so much money was paid on the Bill of Exchange and on the contrary should your Petitioner obtain a Decree in her favor the said Condraigula Juggernat Row would still be liable to the Holder of the said Bill for the Balance due on it, as the acceptor thereof and Consequently in either Case he was disinterested in the event and so was Veraperumal Pillay and the Complainant did pray that the said Court of Appeals would be

pleased

pleased to affirm the Decree of the said Mayors Court and that your Petitioners Petition of appeals might be dismissed with Exemplary Costs —

And your Petitioner humbly Sheweth unto your most Excellent Majesty in Council that your Petitioners said Petition of appeal with the Complainants answer thereto coming on to be heard and determined by and before the said Court of Appeals on the thirteenth day of February and present year of our Lord One thousand Seven hundred and ninety six the said Court of appeals were pleased to Order and Decree, and did, accordingly Order and Decree, that the said Decree of the said Mayors Court should stand affirmed and that your Petitioners said Petition of appeal should be dismissed with Costs as by the said Order and Decree of the said Court of appeals hereunto annexed for the inspection of your most Excellent Majesty in Council to which your Petitioner humbly begs leave to refer and prays the same may be taken as part of this her Petition of appeal may appear

By which said Order and Decree of the said Court

Court of Appeals your Petitioner doth Conceive herself much aggrieved and doth therefore appeal from the said Decrees of the said Mayors Court and Court of Appeals to your most Excellent Majesty in Council for the following amongst other Reasons —

First Because your Petitioner is advised that the said Decree of the said Mayors Court and Confirmation thereof by the said Court of Appeals are contrary to Law because your Petitioner did shew that the Complainant had mistaken his ground of Action as will more fully appear in and by your Petitioners first Reason for appealing from the said Mayors Court to the said Court of Appeals and to which your Petitioner humbly prays leave to refer and submit to your most Excellent Majesty in Council that there is not any thing contained in the Answer of the Complainant that tends to refute the fact for whether your Petitioners said Testator was or was not the factor of the Complainant is not as your Petitioner is advised connected with the point of Law urged by your Petitioner, but your Petitioner humbly submits that it is clearly

clearly Shewn that her said Testator did not receive a Commission as the Agent of the Complainant as insisted on by the Complainant as a Compensation for the trouble attendant on the discharge of the duties thereof And your Petitioner further submits to your most Excellent Majesty in Council that the said Court of Appeals in affirming the said Decree of the said Mayors Court did deprive your Petitioner of that Justice which she humbly conceives she is fully entitled to for your Petitioner submits to your most Excellent Majesty in Council that it is in proof by the admission of the Complainant that he did demand and receive from your Petitioners Testator in his life time the said Bill of Exchange assuring him that Verapermal Pillay had agreed to take the same, and to indemnify him the Complainant on account thereof and having so received the same from your Petitioners said Testator two or three months after the date thereof has and still continues to keep the same in his posesion and your Petitioner submits to your majesty in Council that when the Complainant had

determined

determined to proceed against her said Testator on Account of the balance by him asserted to be due on the said Bill of Exchange he ought to have delivered up the said Bill of Exchange to your Petitioners said Testator that he might have pursued his right against the said Condraigula Juggernat Row, but having kept the posesion thereof he ought not to be benefited by his own wrongs and this your Petitioner humbly submits to your Majesty in Council that the detention of the said Bill of Exchange by the Complainant carries with it, a strong presumptive proof of the Collusion of parties as setforth in the Answer of your Petitioners Testator to the Complainants said Bill of Complaint for by such means he has exonerated the said Condraigula Juggernat Row and relieved the said Veraperumal Pillay on Account thereof and upon those facts, and forasmuch as the said Decree of the said Mayors Court was evidently given upon the Testimony of the said Condraigula Juggernat Row whose Interest in the Cause is manifest your

Petitioner

Petitioner submits to your Majesty in Council that the said Court of Appeals ought to have Reversed the said Decree of the said Mayors Court as unfounded and contrary to the Law of Merchants—

Secondly Because your Petitioner having proved that the said Condraigula Juggernat Row had some short time previous to the Receipt of the said Bill of Exchange by your Petitioners said Testator promised to pay to him the Amount of his Claim and that at the time the said Bill of Exchange was presented to him the said Condraigula Juggernat Row for acceptance he did again promise to pay the said Claim and the Amount of the said Bill of Exchange together provided your Petitioners said Testator would allow him a time of one Month that he did consent to such the Condition of the said Condraigula Juggernat Row who did afterwards pay at two several periods the Sum of Eight thousand Pagodas which your Petitioners said Testator did in and by his Answer to the Complainants said Bill of Complaint say was in discharge of his own Claim on the said Condraigula Juggernat Row and in part discharge of the said Bill of Exchange and Credit on Account thereof were by your Petitioners said Testator directed to be given in Conformity thereto and that such directions were given in the presence of the Shroff of the said Complainant, and as the only Evidence opposed thereto was that of the said Condraigula Juggernat Row and the hearsay and inconsistent Evidence of Andrew Scott depending thereon your Petitioner humbly submits to your Majesty in Council that the said Court of Appeals ought to have Reversed the said Decree of the said Mayors Court as founded upon the deceit of the Complainant supported by the impeached Testimony of the said Condraigula Juggernat Row—

Thirdly Because it was declared by your Petitioners said Testator in his said Answer to the Complainants said Bill of Complaint and deducible from the pleadings in the Cause that a Collusion and unfair practices of a very extraordinary nature Existed between the Complainant the said Condraigula Juggernaut Row Veerapermal Pillay and Chicalapoody Setturamiah touching

touching the said Bill of Exchange and with a View to injure your Petitioners said Testator in the premises. the Origin of that collusion and the reasons that apparently induced the parties to proceed therein against your Petitioners said Testator, the lapse of nearly two years and the contradictions and inconsistencies on the part of the Complainant in his endeavours to destroy the assertion of your Petitioners said Testator touching such Collusion your Petitioner did shew to the said Court of Appeals in and by his third Reason or Cause of Appeal from the Decree of the said Mayors Court and your Petitioner thereupon submits to your majesty in Council that the said Court of Appeals in affirming the said Decree of the said Mayors Court did decide Contrary to Law –

Fourthly Because it appeared by the Extracts of the minutes of the said Mayors Court Copies whereof were to your Petitioners said Petition of Appeal annexed that the Answer of your Petitrs said Testator to the Complainants said Bill of Complaint was received by the Complainant without

without on Oath your Petitioners said Testator having at that time departed for Europe, and having been so received it become of the same Validity as if an Oath had been administered thereon to your Petitioners said Testator your Petitioner admits that the matters and things therein contained were denied by the Crofs Answer filed on the part of the Complainant to the Crofs Bill of Complaint of your Petitioners said Testator, but as the same was not sworn to by the Complainant and for that Reason Objected to on the part of your Petitioners said Testator your Petitioner humbly submits to your most Excellent Majesty in Council that the same is not of any force or Validity and is also irregular in manner and form inasmuch as the Complainant doth in some part thereof speak of himself in other parts by his Attorney who has sworn to it and again in other parts the said Attorney doth speak of facts therein contained as of his own knowledge and as if he was actually a party in the Cause and your Petitioner humbly submits

that

that the said Mayors Court ought not to have received the said Crofs Answer of the Complainant after the objections thereto made by your Petitioners said Testator as above mentioned, because the said Mayors Court did thereby deprive your Petitioner of that substantial Justice to which he was entitled for that your Petitioners said Testator in exhibiting his said Crofs Bill aimed at obtaining a discovering of facts that lay within the Complainants own knowledge and by obliging him to give his answer upon Oath (this to be presumed that he would have stated them agreeable to truth and the said Mayors Court in allowing the said Crofs Answer to be put in without such Oath the fair object of your Petitioners said Testator was destroyed and the Ends of Justice defeated and your Petitr humbly Submits that the said Crofs Answer is as it stands replete with Contradictions, that it is at material Variance with the Complainant Original declaration and that at the same time it supports many essential facts Contained

contained in the defence set up by your Petitr said Testator and thereupon your Petitioner humbly Submits that the said Court of Appeals in affirming the said Decree of the said Mayors Court have acted Contrary to the principles of Law, and Justice –

Fifthly Because the said Mayors Court did decree that your Petitioners said Testator should pay not only the Amount pretended to have been received for and on account of the said Bill of Exchange but also the sum of two thousand Pagodas which it is admitted by the Complainant never was received together with the Interest thereon and your Petitioner sheweth that the Complainant has notwithstanding held and detained the said Bill of Exchange in his hands and thereby deprived your Petitioners said Testator from recovering the said Sum or any other Sum due thereon and your Petitioner further humbly Sheweth that she did in and by her fifth Reason for appeal to the

the said Court of Appeals to which your Petitioner prays reference states those facts, and thereupon and for other Causes in the said Appeal shewn humbly submits that the said Court of Appeals in Confirming the said Decree of the said Mayors Court did Act contrary to law and did allow a party to advantage himself of his own wrongs And lastly your Petitioner humbly submits to your Majesty in Council that the Exceptions taken to the depositions of the said Condraigula Juggernat Row and Veerapermaul Pillay are good and sufficient, that the said depositions of the said Condraigula Juggernaut Row and Veerapermaul Pillay ought to have been thrown out as inadmissible and that the said Court of Appeals in Confirming the said Order of the said Mayors Court by which the said Exceptions were dismissed did act Contrary to Law -

For all which Reasons and such others as may be offered at the Hearing of this your Petition Petition and Appeal your Petitioner most humbly prays that your most Excellent Majesty in Council will Vouchsafe to Reverse the said Orders and Decrees of the said Mayors Court and Court of Appeals, and that your Petitioner may have such further Relief in the premises as to your most Excellent Majesty in Council shall seem meet -

/ Signed / James Stuart Hall
Solicitor for Appellant.

Court

Court of Appeals
at
Madraspatnam

for

Saturday the 13th. day of February
Anno Domini 1796

Between Anne Hodges Executrix of the last Will and Testament of James Hodges heretofore of Masulipatnam Esquire deceased Appellant and Sir John Menzies Baronet Respondent

This Cause Coming on this day to be heard and debated before this Court by the Attornies on both sides upon hearing 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 Friday the 20th. day of November Anno Domini 1795 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.

J. Hill /Signed/ J. Webbe Clk

A true Copy

/Signed/ Jas. Stuart Hall

Sol.r for Appellant