Appeal Series VI

Appeals against [illegible]

Vol. 17

No 16236
[illegible] 62

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Block 7

Rack No.

Shelf No.

Serial No. 17

General No. 12077

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Saturday the 31st July 1790
Present
Morgan Williams Esqr acting President
John Turing & Edward Saunders

To the Honble John Hollond Esquire
Governor &c. in Council
Fort Saint George

In the Honble
the Court of Appeals

Between Amable Pontheilles and Magdalena Pontheilles his Wife late Magdalena Gregorio Miguel Widow and Relict of Gregorio Miguel Deceased Complainants and

Sett Aviet and Sarad Coja Maul Administrators of the Estate and Effects of the said Gregorio Miguel Deceased Defendants

Filed in my Office
the 24th December 1789
Charles N. White
Clk

The Petition and Appeal of the above named Defendants

Sheweth

That the above Named Complainants did on the fifteenth day of October which was in the Year of our Lord one thousand Seven hundred and

Eighty Eight Exhibit and file their Bill of Complaint Against Your Petitioners in the Honble the Mayors Court and did therein and thereby setforth that the Above named Complainant Magdalena late Widow and relict of Gregorio Miguel late of Madras Merchant and that the said Gregorio Miguel had intermarried with the said Magdalena in the Year of Our Lord One thousand Seven hundred and Sixty two and that the said Gregorio Miguel dying in the year of our Lord One thousand Seven hundred and Seventy Six without having made any will or Testament Your Petitioners had obtained Letters of Administration on the fifteenth day of June in the same Year to his Estate and Effects

That the said Magdalena having Applied for the half part of the Estate and Effects as Widow of the said Deceased Gregorio Miguel and Your Petitioners having refused to pay the same she was Obliged to institute a Suit in the said honble the Mayors Court which Court for the recovery thereof were pleased to decree that your Petitioners Should pay unto the said Magdalena one clear Moiety or half part of the produce of the estate and Effects of the said Gregorio Miguel and that the Costs of Suit Should be paid Out of the Estate of the said Gregorio Miguel as by the Copy of the said Decree to the Complainants said Bill of Complaint Annexed marked A and prayed to be taken as part thereof they did say might Appear — The Complainants did further shew that pending the said Suit and before any Judgement or Decree was given thereon one Zeptha Stephen as Sister the next of Kin to the said Gregorio Miguel did file a Bill in the said honble the Mayors Court by her Attorney Joseph Maroot of Madras Merchant Against Your Petitioners for the whole of the Surplus of the said Estate After payment of the debts and that pending such last mentioned Suit the said Zeptha Stephen by her said Attorney Joseph Marooth and your Petitioners did consent and agree to abide by the award of Shamier Sultan Joannes Marcar James Paratoon Joannes Goolamier Agavelly Satur and Jacob Patoom certain Armenian Merchants of Madras that the said Arbitrators did accordingly make their Award in writing wherein Among other things was the following Restriction respective the Suit then Depending between the said Magdalena and your Petitioners to wit that Should a Decree paſs in favor of the said Magdalena Your Petitioners should not Appeal therefrom without the consent of the said Zeptha Stephen or her Attorney and that any person Appealing without such Consent should pay the Whole charges Attending such Appeal that your Pe[illegible]ners had Drawn out an Account of the said Estate and had therein Setforth Thirty Eight thousand Six hundred and fourteen Star Pagodas and Eleven Sixteenths of a Pagoda being the Out standing debts and Goods remaining unsold which they Should Collect and dispose of as soon as poſsible and after Collecting the said Sum and paying the Commiſsion and Charges distribute the residue to the heirs or to such as should stand Next of Kin unto the said Estate provided the time should not exceed two Years and that after two Years any Outstanding debts or goods and the Claims for the Amount Sales thereof remaining in the hands of any person they should deliver over to the said Heir and that such Award bore date the tenth day of August which was in the Year of our Lord One thousand Seven hundred and Seventy nine as by reference thereto might More fully Appear the benefit of which Award the Complainants did crave as fully as if the same was herein Setforth at large — that Your Petitioners instead of performing the Decree of the said honble the Mayors Court and notwithstanding the strict and express restriction laid on them by the said Award had Appealed therefrom to this honble Court that the Complainant the said Magdalena did put in her answer thereto and that after the said Appeal and answer had been filed the parties withdrew such proceedings and did on the Twenty Eighth day of March which was in the said Year of Our Lord One thousand Seven hundred and eighty one enter into and execute certain Articles of Agreement to the performance whereof each party bound himself and themselves to the Other in the penal Sum of forty Thousand Star Pagodas which Sum was made payable by such as Should fail therein to them or him who should Comply therewith which

said

said Agreement and the parts to be performed by each of the parties to the Other of them was to the following Effect to wit that the Complainant the said Magdalena should admit of the transaction of your Petitioners in the Administration of the said Estate and Should also Admit of the Arbitration of the Arbitrators relative to her as the same was Made between the said Zeptha Stephan and your Petitioners and that the Complainant Magdalena should acquire from the Estate of the said Gregorio Miguel what the said Zeptha Stephen did expect to acquire and that the Complainant Magdalena was to receive her share without interest and to bare the Costs of the Law Suits at Appeal on her behalf and on the receipt of One Moiety of the Estate of the said Gregorio Miguel in Ready Cash and in Out standing Debts she Should execute an usual indemnification unto Your Petitioners who were on their parts to Acknowledge the Complainant Magdalena to be entitled to the said Estate equally as they before Acknowledged Zeptha Stephen to be entitled that they Should Deliver up unto the Complainant Magdalena at the expiration of three Months from the Date of their said Agreement her half Share of the Estate in Ready Money and in Outstanding debts without any Interest and that Your Petitioners Should bear the Costs of Appealing on their behalf that all the papers in the Suit relative to the former and new Controversies should be withdrawn by the said parties each on his her or their parts and that the said Agreement Should remain in full force and the performance to be at the time above Written meaning in three months from the Date thereof One part being executed by the said Miguel Joannes as Attorney to the Complainant the said Magdalena and the Other part thereof being executed by Your Petitioner as by the Copy of the Translation thereof from the Original in the Armenian language to the Complainants said Bill Annexed Marked **B** and prayed to be taken as part thereof Might Appear and the Complainants did further shew that the said Miguel Joannes received Sixteen thousand and Sixty nine pagodas two fanams and three Quart in part of the Sum due by Your Petitioners to the Complainant Magdalena and that on the Twenty Eighth day of June then following being the Day when the performance of the said Agreement of the twenty Eighth Day of March was to take Effect the Complainant Magdalena by her said Attorney Miguel Joannes Demanded the payment of the ballance due in ready money by Your Petitioners According to the said Agreement and offered to execute an indemnification in the usual way that the said Miguel Joannes did also after the tenth day of August One thousand Seven hundred and Eighty One

Demand

Demand an Aſsignment of the Outstanding balances and the Delivery of the Effects as expreſsed in the Award but that your Petrs refused to comply therewith that she afterwards to wit on the twenty fourth day of February which was in the Year of Our Lord one thousand Seven hundred and Eighty four intermarried with the Complainant Amable Fontheilles by force and Virtue of which Marriage the Complainants were justly entitled According to law to the same rights to which the Complainant Magdalena had been entitled before such Marriage — And the Complainants did further state that some time after the said intermarriage Your Petitioner having Avoided to come to any Settlement with them they conceived that the said Contract of the said Twenty Eighth day of March had been broken by them And the same was Made by the said Miguel Joannes when acting as Attorney for the Complainant Magdalena with a view of putting an end to all further litigation or Controversy the said Miguel Joannes had given up many thousand Pagodas that the Complainant applied to the honble the Mayors Court stating the premiſses and praying to have the said Agreement Annulled but that the said honble the Mayors Court were pleased to decide for confirming the said agreement as by the Copy of the said Decree Marked C Annexed to the said Complainants Bill of Complaint Might Appear that in Consequence of such Decree the Complainant Magdalena had repeatedly Applied by herself by her Brother

Edward Raphael and by Shamier Sultan of Madras merchants, unto Your Petitioners to pay unto her the remaining ballance due unto her as Widow of the said Gregorio Miguel under the said Award and agreement and to deliver unto her the half of the remaining Goods and to assign the half of the outstanding Ballances but that your Petitioners had refused to comply therewith that the Complainant Magdalena having been willing by her Attorney to have abided by the said agreement of the Twenty Eighth day of March as was evident by her receiving through the means of her said Attorney part of the Money due thereon and the non performance thereof being by reason of the Vexatious conduct of your Petitioners the Complainants hoped the said Honble the Mayors Court would think themselves warranted under all the special Circumstances of the Case to decree unto the Complainants the Amount stated in the Account Marked D Annexed to their said Bill of Complaint being the Sum of Twelve thousand Six hundred and Ninety four Star Pagodas fourteen fanams and an half and Arising from a Second Account of Your Petitioners and Interest due thereon from the said twenty eighth Day of June which was in the Year of our Lord One thousand Seven hundred and Eighty One

together

together with the half of such Sums as your Petitioners had received on Account of the said Estate since the Date of the said Account as well as as an Assignment of one half of the outstanding balances all which they had hitherto altogether refused Your Petrs further shew that the Complainants did in and by their said Bill of Complaint exhibit certain interrogatories and other matters and things and in and by the same may Appear —— Your Petitioners further shew that on the Twenty fifth day of November following they did exhibit and file their Plea and answer to the Complainants said Bill of Complaint and did therein by protestation not confessing or acknowledging all or any of the matters and things in the Complainants Bill of Complaint to be true in such manner and form as the same was therein setforth did plead thereunto and for plea did say that it Appeared by the Bill of Complaint and the matters therein stated that the same was brought for the recovery of half the residue of the said Gregorio Miguels Estate in right of the said Magdalena as his Widow that for ten Years and upwards previous to and until the Death of the said Gregorio Miguel and at the very time the same happened the said Magdalena lived Separate and apart from her said Husband that is to say at

Pondicherry in the Dominions of the Crown of France and did not for that space of time partake with her said Husband of his bed or board or in any Respect behave herself as his Wife that by the Laws of the Armenians to which people and Nation your Petitioners as well as the Complainant and the said Gregorio Miguel in his life time ever did belong when a Married Woman lives apart from her husband at his Death and for any Considerable space of time before she is not considered as his Wife nor entitled to any Share of the Estate he may die possessed of That all their Laws and Customs had been Acknowledged and confirmed to them by the Honble Company long since and this Custom being well known and long observed among them which they were ready to prove and being also established by the Declaration of the Patriarch of their Church a translation whereof Marked **A** they did pray to Annex to their said Plea as part thereof the Original being in their possession and ready to be produced if required and being Moreover a Custom Reasonable and fair and equitable in itself they did plead the same to the Complainants Bill of Complaint and to the Cause of Action therein stated and did pray the full benefit thereof and your Petrs not waving their said plea but fully relying thereupon for answer

to

to the said Bill of Complaint or unto so much thereof as they were advised was Material or Necessary for them to make answer unto did say that they did not consider themselves indebted to the Complainants in any Sum of Money whatever —— And for further answer Your Petitioners did say that they could not admit as the Complainants had stated that the Decree mentioned in their Bill passed in the Manner therein suggested for that Mr George Proctor one of the Aldermen before whom the cause was heard did dissent therefrom and did enter such his dissent upon the Minutes of the said Honble Court an Extract whereof was to their said answer Annexed Marked **B** and that the dissent was Remaining of record in the registry thereof and for the reasons stated in such dissent as well as for other good Causes your Petrs had thought themselves Much Aggrieved by such Decree and did lodge an appeal therefrom in this Honble Court having first Obtained the full consent and Approbation of Joseph Marooth the Attorney of the said Zeptha Stephan in writing Agreeably to the purport and intent of the Award Mentioned by the Complainants and which they had then in their possession ready to be produced if required Your Petitioners did further say that having so Appealed therefrom with the consent of the said Zeptha Stephen's attorney before such Appeal came on to be heard Miguel Joannes of Madras Merchant the Attorney of the Complainant Magdalena applied to your Petitioners to settle the matter Amicably and to withdraw their and in Consideration thereof he proposed and undertook that he would himself indemnify and discharge your Petitioners from being further prosecuted by her the Complainant Magdalena or Otherwise and your Petitioners Acceding to his proposals accordingly on the Twenty Eighth Day of the Month of March one thousand Seven hundred and Eighty one an Agreement was entered into, by the said Miguel Joannes as the Attorney and on the part of the said Complainant Magdalena on the one part and your Petitioners as Administrators aforesaid on the other part in the words and figures following that is to say—

Know all men by these Presents that We the under written Miguel Joannes Attorney to Magdalena Gregorio and Seth Ter Aviet and Sarad Coja Mavil Administrators of Gregorio Miguel do hereby Consent and promise and bind Ourselves our heirs and Executors to do and perform on both Sides the under Mentioned Agreement and further We do consent and bind ourselves

Our

Our heirs and Executors as also our Estates that whoever fails to do perform and fulfil their promise they shall be bound to pay forty thousand Pagodas to him that performs and fulfil their Agreement Articles of our Agreement are these that Mistress Magdalena Gregorio without making any doubt shall consent all the acts and doings of the Administration of Messieurs Seth and Sarad from the begining to this Day further she is to abide to the Award of the Arbitrators granted on the fifteenth August One thousand Seven hundred and Seventy nine to the said Zeptha and Messieurs Seth and Sarad to which Award she is to sign and be expected on the said Estate of Gregorio miguel Deceased as his Sister Septha Stephen that is as much as Zeptha Stephen has got by the award of the fifteenth August One thousand Seven hundred and Seventy nine the said Magdalena to have at present the same without interest and the Charges of the Court of Appeals to be on her account and after having Received one moiety of the Estate of Gregorio in ready money and out Standing a full discharge or indemnification to be signed and given as Customary to the said Messieurs Seth and Sarad the the said Seth and Sarad are to regard the Share or inheritance of Magdalena Gregorio the same as that of the Deceaseds Sister Zeptha

Stephen

Stephan and the half Share of the Estate of Gregorio Deceased either in ready Money or Outstanding to be delivered at three months from the Date hereof without interest and the Charges of the Court of Appeals laid out by us to be on our own Account and we are to abide to the award of the fifteenth August One thousand Seven hundred and Seventy Nine given on the part of Magdalena the same as we abided to that of Zeptha Stephan now we do quit claim all and every new or old disputes or Controversies The said Mistress Magdalena is to withdraw her Complaint and we the said Seth and Sarad are to withdraw our Complaint this agreement only is to remain in force performing we at the time herein fixed We have written two of this agreement of the same tenor and Date one of which I Miguel Joannes have Signed and Delivered to Messieurs Seth and Sarad and the other We Seth and Sarad have signed and Delivered to Mr. Miguel Joannes Madras this twenty third of March One thousand Seven hundred and Eighty one Signed Miguel Joannes Attorney to Magdalena Gregorio Witness Joseph Maroot and Edward Raphael —— as by the said Bond in your Petitioners possession ready to be produced if required might fully Appear and trusting to the faithful performance thereof Your

Petitioners

Petitioners had withdrawn their Appeal and on the day following that is to say the Twenty Ninth day of the said Month of March did pay into the hands of the said Miguel Joannes the Sum of Sixteen thousand and Sixty Nine pagodas and upwards being the half part of the ballance of their first Account and Received from the said Miguel Joannes a full Acquaintance for the same & that he did insert in such Acquittance an undertaking an promise that as soon as he Should Receive the remainder he would give your Petitioners a full and absolute indemnification of all Demands whatever of the said Magdalena or of any other person in her right or upon her account of or upon your Petitioners as Administrators of the said Estate or otherwise howsoever as by the said Acquittance Copy whereof was Annexed to your Petitioners said Answer marked C Might Appear the original whereof being in their possession and ready to be produced when required and your Petitioners in and by their said Answer did further shew that about the Month of September One thousand Seven hundred and eighty one they did in consequence of their said agreement tender to the said Miguel Joannes the half part of the said Account Remaining in their hands upon his giving them a full and Sufficient Discharge and indemnification

Agreeable to his Two agreements and Obligations above mentioned which the said Miguel Joannes altogether refused That upon the said Mr Joannes refusing to give such indemnification and to receive the money tendered your Petitioners did on the nineteenth Day of October following protest against the same thereby making it plainly Appear that they had fully performed every part of their engagements but that the said Miguel Joannes had refused to perform his part of the Agreement and was thereby become answerable for the consequences thereof as by the said protest a Copy whereof was to their said answer annexed marked **D** Might more fully Appear and your Petitioners did further shew that in such Manner matters remained till some time in the Year One thousand Seven hundred and Eighty five when the Complainant the said Magdalena having Arrived from Pondicherry to evince her litigious Disposition and in order to vex and harraſs your Petitioners by a long and expensive Suit exhibited and filed in the said Honble the Mayors Court in their Capacity of Kings Ordinary certain Allegations Relative to the accounts of the Estate which your Petitioners having Answered and many Witneſses having been examined thereupon the said Honble the Mayors

Court

Court were on the third day of November One thousand Seven hundred and Eighty Seven pleased to dismiſs the same as altogether Groundleſs and without any Cause as by a Copy of such Decree to their said Answer Annexed Marked **E** Might more fully Appear That Notwithstanding such litigious and Vexatious procedure of the Complainants and whereby the said Miguel Joannes had broken his engagement and was by Virtue thereof became liable to pay to your Petitioners the penalty therein agreed on they were still ready to settle the matter with him in a friendly manner whenever he would fulfill his part of the Agreement and required their Attorney so to inform the said Miguel Joannes — But the Complainants not satisfied therewith had not only institute the present third Suit Against them but had also prayed a Citation against them before the Kings Ordinary for the very purpose of harraſsing and perplexing them by a long and Vexatious litigation — Your Petitioners in and by their said Answer did further Shew that they were the relations by blood and faithful friends of the said Deceased during his life time and have since his Decease faithfully Administered his Estate to the amount of little more or leſs Three Lacks of Pagodas to the best of their Ability and to the Satisfaction of the said Honble the

Mayors Court who after every objection that could be brought agst their accounts and the most minute investigation thereof Declared so by their Decree above taken notice of That they had entered into an engagement with the said Miguel Ioannes on the part of the Complainants respecting the subject of their present Complaint that they had been ever ready and were still ready faithfully to perform their part of their Agreement with the said Miguel Ioannes and at the time of his making the said Agreement with your Petitioners he was fully Empowered so to do by the Complainant Magdalena and trusting thereto your Petitioners withdrew their appeal and paid a considerable Sum of money they did say and insist that the Complainants were entirely barred and precluded from their present Action or any Sort of interference or enquiry into any matter account or concern relating to the said Estate and that the same was transferred over and vested in the said Miguel Ioannes to whom alone they were accountable for the same and with whom they were then and ever had been ready to account upon receiving a full discharge and indemnification from him agreeable to the terms of his Agreement and they would do every reasonable act that might be required of them but they again

repeated

repeated and insisted that they had nothing whatever to do with the Complainants or either of them or any other person whatever relative to their Demand upon the said Except the said Miguel Ioannes

To which plea and answer of your Petitioners the Complainants did on the Twentieth day of January in the present Year of Our Lord one thousand Seven hundred and Eighty Nine file their replication in which they did State that your Petitioners had Submitted to the Decree of the said Honble the Mayors Court of the Ninth day of August one thousand Seven hundred and Seventy Nine by withdrawing their appeal thereon and paying to the Attorney of the Complainant Magdalena the Sum of Sixteen thousand and Sixty Nine Pagodas two fanams and Sixty Cash in part Satisfaction of her Claim under and by virtue of such Decree That the Complainants would prove that the said Miguel Ioannes had taken infinite pains to arrange matters with your Petitioners and had Suffered great Vexation in his fruitless endeavours while acting as Attorney of the said Magdalena to Accommodate Matters amicably That your Petitioners had asserted in their said Answer much More than was warranted by the exhibit which they annexed in Support thereof for they had said in their answer that the said Miguel Joannes did insert in the Acquittance which he gave to them for the said Sum of Sixteen thousand and Sixty nine Pagodas two fanams and Sixty Cash an undertaking and promise that as soon as she should receive the remain he would give them "a full and absolute indemnification of all Demands whatever of the said Magdalena or of any other person in her right or upon her account of or upon them as administrators of the said Estate or otherwise howsoever as by the said Acquittance might Appear Whereas the said exhibit amounted in form or Substance only to a proper Receipt and Discharge for the same then Received and promised only such a Notarial indemnification as was usual that the heir should give to the administrators which was never refused by the said Miguel Joannes when acting as the Attorney of Magdalena that the Complainants had been much harrassed by Your Petitioners in their Attempts to Oblige the said Miguel Joannes to execute a paper writing of the tenor and purport in which they had so construed the said receipt or Discharge and that Your Petitioners had refused to Accept the offer made repeatedly by the said Miguel Joannes to execute such a Discharge or indemnification as is usual in the Like Cases admitted

that

that the said Miguel Joannes at the time Mentioned by Your Petitioner in their Answer and while acting as the Attorney of the Complainant Magdalena was served with a Protest and did say that the said Miguel Joannes could not in Justice to his own Conscience as Attorney as aforesaid Acquiesce in the unwarrantable Requisition of Your Petitioner to the prejudice of the interests of his constituent admitted their having filed the allegations as stated by your Petitioners and the Decree thereon but that it was not by Reason of the litigious conduct of the said Miguel Joannes or of the Complainants but because as the said Decree expressed it Appeared from the proceedings that the Account Current formerly Delivered into Court by your Petitioners as Administrators as aforesaid had been confirmed by the award and Agreement entered into between the parties or their representatives which said Agreement to wit the one of the twenty Eighth Day of March in the said Year of our Lord one thousand Seven hundred and Eighty one the said Miguel Joannes entered into with the Confident hope that by so doing he might effectually relieve his Constituent from any further litigation or embarrassment with your Petitioners — denied that the said Miguel Joannes broke any engagements whatsoever made by him on the part of the Complainant Magdalena with Your Petitioners and that their only intention in the Citation they had prayed for was to Obtain Justice — That by the second Account Delivered into the said Honble the Mayors Court by your Petitioners as Administrators of the said Gregorio Miguel and Sworn to on the Eleventh Day of June which was in the Year of Our Lord one — thousand Seven hundred and Eighty Two it Appeared that Your Petitioners had paid on the third of June which was in the Year of Our Lord one thousand Seven hundred and Eighty one unto the said Miguel Joannes as the Attorney of the Complainant Magdalena the sum of Sixteen thousand and Sixty nine Pagodas Two fanams and Sixty Cash and that they had then in their hands the Sum of Five thousand one hundred and Ninety five Pagodas Eight fanams and forty Cash as the half Share of the Complainant Magdalena then unpaid as Appeared by a Account Current thereunto Subjoined and on reference to the said Account it Appeared that the balance in their hands on Account of the Complainant Magdalena was the Sum of Six thousand Seven hundred and Seventy Pagodas Twelve fanams and forty Cash being the same Sum for which the Complainant had then sued together with the Interest thereon from the Twenty

Eighth

Eighth Day of June in the said Year of our Lord one thousand Seven hundred and Eighty one being the day on which the performance of their said Agreement of the Twenty Eighth day of March preceding ought to have been carried into Execution that by the first Account Delivered into the said Honble the Mayors Court by Your Petitioners they Acknowledged there were Outstanding Ballances due to the Estate of the said Gregorio Miguel as followed to wit in Cash Twelve thousand Two hundred and Two Pagodas and Six fanams in goods At Sundry places Twenty Six thousand four hundred and Twelve Pagodas and twenty two fanams making together the Sum of thirty Eight thousand Six hundred and fourteen Pagodas and Twenty Eight fanams whereof there did not Appear to have been Credited in the said Second Account more than the Sums which followed to wit the Sum of Eight thousand three hundred and Twenty four Pagodas and fourteen fanams in part of the said Cash Ballances and the Sums of Five hundred and Seventy Two Pagodas and Twenty Cash and Eight hundred and Seventy Seven Pagodas five fanams and forty Cash by Sales of Sundry Goods and in a Nota Bene to the said Second Account Your Petitioners had said that they had no hope of Recovering the other Outstanding Accounts but were entirely silent as to the Goods at Sundry places the remains whereof after deducting what was Sold as above stated Amounted to more than twenty five thousand Pagodas wherefore the Complainants humbly Submitted that they had just Cause to cite the Administrators for a further Account that altho Your Petitioners had by all their Protests all their recorded Answers in the said Honble the Mayors Court pretended to have the Ballances to the Complainant Magdalena ready to be paid to her on her giving a proper Discharge Nevertheless it appeared that they have been obliged to apply three different times for further time to deliver in their Remaining Account and such Remaining or third Account did not bring down the ballance of the said Account but made a fresh Account whereof the allowed ballance due to the Estate was no more than Two thousand one hundred and Seventeen Pagodas Eleven fanams and forty Cash while the said former balance above stated Amounted to the said Sum of Six thousand Seven hundred and Seventy Pagodas Twelve fanams and forty Cash and no Notice whatever was taken in the said third Account of the Outstanding Balances in Goods That in the said Agreement of the Twenty Eighth Day of March which was in the Year of our Lord one thousand Seven hundred and Eighty one and in the very Accounts delivered by your Petitioners on Oath to the said Honble Court the said Miguel Ioannes was

uniformly

uniformly styled the Attorney of the Complainant Magdalena to whom therefore it was Competent to take her affairs again under her own Management and to finish in person whatever had been left undone by her said Attorney

That Your Petitioners did file their Rejoinder to the Complainants said Replication on the day of and did therein positively deny that they were indebted to the Complainants in any manner or in any Sum of Money whatever that Notwithstanding any thing alledged by the Complainants that Your Petitioners had already pleaded in a former Suit the same Matter and things respecting the Separation of the Complainan Magdalena from her Husband Gregorio Miguel which they had pleaded in bar to the present Suit and that therefore they ought not to plead the same again they did say and insist that they were fully Justified in so doing because the said Decree was never Confirmed but Appealed from and the present Suit was not pretended to be founded upon that Decree but upon the Agreement which took place afterwards in consequence of the Appeal and from the Apprehension of the Complainants that the same might be reversed and as this Honble Court had a power of Reversing the Decree of the Honble the Mayors Court and did exercise that power when they saw Occasion Your Petitioners Might consistently with the Submiſsion and respect that was due to the said honble the Mayors Court insist that the said Decree Might have been altered or reversed and therefore the Complainants ought not to insist upon the same or any of the Proceedings on which the same was founded as a Bar to the present Suit and the more so as if it was a Bar to them it was also a Bar to the Complainants and they ought not to have brought the present Suit and your Petitioners did also deny that they had in their former Suit pleaded the same Matter as in the present for they had not then the same Proof to Support it that is to say the certificate of the Patriarch of their Church which they had annext to their Answer and the Determination of the Honble the mayors Court Might be Supposed to have been given from the want of such Proofs as well as for any other reason and your Petitioners producing such Proof they had no doubt but the Honble the mayors Court would Consider their plea a Sufficient Bar to the present Suit and so decree it accordingly and they did also insist that Miguel Ioannes the attorney of the Complainant Magdalena Fontheilles and many other Mediators for and on account of the Complainants applied

to

to your Petitioners requesting them to withdraw their appeal promising to agree with them in an equitable manner and Not to trouble them in future with unjust Demands Agreeing to receive out of the Estate of the Deceased Gregorio the same Sum or Share as his Sister Zeptha Stephan or her attorney had done and to give an indemnification to your your Petitioners of the same tenor and Substance as the Deceaseds Sister Zepta or her attorney had done —— And that altho your Petitioners fully trusted that the aforesaid Decree would certainly have been reversed in this Honble Court and that the ancient Customs of their nation would be Acknowledged the same having been fully confirmed by the opinion and diſsent of Mr George Proctor and of their attorney Mr Charles Bromley Yet Nevertheleſs Setting aside these advantages in order to prove their peaceable Dispositions and to acquiesce in the repeated solicitations of the Complainants Attorney Miguel Joannes Your Petitioners had been Contented to enter into an Agreement in the month of March one thousand Seven hundred and Eighty one with Miguel Joannes attorney for the Complainant Magdalena which Agreement was Drawn up under a penalty of Forty thousand pagodas a Copy of which was annext to your Petitioners said answer Delivered into and proved before the said Honble the Mayors Court and upon entering into the aforesaid Agreement your Petitioners had withdrawn their Papers from this Honble Court and according to the tenor of the said Agreement your Petitioners had Delivered and paid into the hands of the Complainants Attorney Miguel Joannes the Complainant Magdalena's Share for your Petitioners had taken the said Miguel Joannes's Receipt wherein it was specified that he the said Miguel Joannes was to receive the remainder and to give your Petitioners a full Discharge and Indemnification as would appear by the Copy of the said Receipt Annexed to your Petitioners said answer and which had been proved before the said honble the Mayors Court that in the said Agreement with Miguel Joannes Aforesaid it was Stipulated that the Second payment Should be made within three months from the Date of the said Agreement that your Petitioners ten days previous to the expiration of the limited time had made out and presented the Second account of the Estate to Mr Joseph Marooth Attorney of Zeptha Stephan desiring him to communicate the same to Miguel Joannes Requesting both the Attornies to attend with their respective Discharges and Indemnifications and Receive their Remaining dividends That the said Joseph Marooth did shew the said Account to Mr Miguel Joannes who refused to see it saying it was the busineſs

of

of Joseph Marooth and not of him the said Miguel Joannes Whereupon your Petitioners paid the said Joseph Marooth and Received a full Discharge an Indemnification from him which had been already proved in Court and wherein he did say "I Joseph Marooth hereby Agree and promise that if the Said Magdalena Should gain the Suit at the Court the above mentioned Zepta shall be omitted from the same and she shall pay half Costs of the Suit to Meſsieurs Seth and Sarad and likewise she shall retire therefrom and leave the Suit to them freely consenting thereto so that Meſs.rs Seth and Sarad may proceed therein as they think proper either by appealing or not as they choose the Suit is absolutely to have no dependence on her hereafter Should Meſs.rs Seth and Sarad gain or loose in the Appeal the Profit or loſs thereof is to be on their own Account as by the Copy thereof marked F to their said Rejoinder Annexed Might Appear —— That soon Afterwards Your Petitioners wrote to the said Miguel Joannes Acquainting him of their having Settled with Joseph Marooth agreeable to the Tenor of their Agreement requesting him in like manner to settle with them and to receive an equal Dividend and to send Your Petitioners a Similar Discharge and Indemnification which he the said Miguel Joannes had always refused to comply with whereby he had effectually to all intents and purposes broke through his agreement and consequently incurred the Penalty thereto annext of Forty thousand Pagodas upon which your Petitioners were forced in the month of october one thousand Seven hundred and eighty one to Lodge a Protest against the said Miguel Joannes a Copy of which Protest was annext to your Petitioners said answer —— That your Petitioners had in the following Year one thousand Seven hundred and eighty Two made a Second protest a Copy of which was to their said Rejoinder Annexed Marked G and that affairs remained in that posture until the Year One thousand Seven hundred and Eighty five when the Complainant Magdalena Arrived from Pondicherry and entered into an unjust Vexatious Litigious Suit entirely contrary to the tenor of the Agreement of her Attorney by which they were became obnoxious to the penalty therein made and she did thereby endeavour to injure your Petitioners who were the near —— Relations by blood and affinity of her Deceased husband Gregorio Miguel and in confutation of such unjust Suit so commenced by the Complainants Your Petitioners had given in their answer —— Accompanied with such full Proofs Vouchers and other evidences as fully to convince the said Hon.ble the Mayors Court of the unjustness of the said Suit and occasioned them on the third November one thousand

Seven

Seven hundred and Eighty Seven to pass a Decree in your Petitioners favor whereby the complainants Suit was thrown out of the said Court with Costs of Suit Agreeable to the Copy of the Decree contained in your Petitioners answer —— your Petitioners did further say and insist that as they had withdrawn their Appeal in Consequence of the Agreement entered into by the Complainants Attorney Miguel Joannes by which she was precluded from —— intermeddling therewith they had nothing whatever to do with the said Complainants but that they always had been ready and still were ready to settle every matter in Dispute with the said Miguel Joannes and pay him whatever it might Appear they were to pay him on his Making good his Penalty and giving them the same Discharge and Indemnification as the said Joseph Marooth the Attorney of the Deceased's Sister had executed —— And your Petitioners did also say that the Account Current Annext to the Complainants Bill of Complaint was untrue and very Erroneous particularly in that part of it wherein the Complainants had ventured to charge Interest of twelve per Cent per Annum altho your Petitioners were ready to have paid the said Attorney long ago conformably to their Agreement with him and they were still ready on the said Miguel Joannes's Acquiescing with his Agreement to give every Reasonable Satisfaction in their power Your Petitioner had Kept strictly up to the Spirit and Letter of the Agreement which he had Violated in every part as by the said Decree of the said Honble the Mayors Court under Date the third of November One thousand Seven hundred and Eighty Seven would Appear and thereto your Petitioners did beg leave to refer for Vouchers and Proofs thereof and trusted in full confidence that the said Honble the Mayors Court would not Deprive them of the priviledges granted to their nation by his Britanic Majesty as well as by the Court of Directors and which had constantly been confirmed by the several succeeding English Governments in India and which priviledges consisted simply and Solely in their being Governed by their national religions and civil Laws and they did beg leave to observe that their nation tho' dispersed and living under the Turkish Persian Moorish Russian English and other Governments had always Obtained from all those several Powers the Priviledge of living under their own Laws and Constitutions —— Your Petitioners therefore humbly hoped that the British Nation the most Enlightened would not Deprive them of what more Wild Savage and Barbarous powers had never Yet pretended to do and your Petitioners did further say and insist

that.

that Notwithstanding any thing alledged to the Contrary by the Complainants the said Miguel Joannes had refused to give your Petitioners the same Indemnification and Discharge as the said ~~Miguel~~ Joseph Marooth who was the Attorney of the other Claimant had given and they insisted that such Indemnification and Discharge was such as was usual and Reasonable and as they were entitled to receive and which had the Complainants really and honestly meant they should be absolutely Discharged they would have no objection to their Attorney the said Miguel Joannes's executing but it was plain the Complainant did not really Mean that Your Petitioners Should be discharged as well from their Refusing it as from the then Suit and therefore they fully trusted the Honble the Mayors Court would not blame them for taking every precaution against such litigious Tempers as they had unfortunately to combat with Your Petitioners did say that respecting the Account which they had been Cited to bring in and which they had accordingly Delivered into the said Honble the Mayors Court the same was Just and true and they had Sworn to the Truth thereof and were ready to prove the same tho' they were not at all Surprized that the Complainants instigated by that Turbulent Spirit of Raising Difficulties upon every Occasion which they had so Repeatedly Manifested should

endeavour

indeavour to discover some in the Account they had Delivered in and they Supposed the Complainants Meant to make them the object of some new Litigation to harrass and Vex your Petitioners and if it Should be so they must Submit to it and Appeal again to the Justice of the said Honble the Mayors Court as they insisted and would at all times Maintain and prove that their Accounts were fair Just and in every respect unexceptionable —— And your Petitioners did further say and insist that the said Complainants were bound and precluded by the Power of Attorney given to the said Miguel Joannes and the Agreement entered into by him in the name of the Complainant Magdalena Gregorio from any interference herself with the Estate or with any Demand whatever upon your Petitioners for tho' its true that all Delegated Powers May be recalled Yet that could not be when the Powers delegated had been carried into execution when they had been Executed and a third party was concerned as in the then case No Recall of the Delegated Powers could do away the Acts done while those Powers continued in force —— and Lastly Your Petitioners did say that in every respect Regarding their said Administration they had Acted with fidelity care and Integrity and so as entirely to merit and receive the Sanction of the said honble the Mayors Court and therefore

therefore they did not deserve the Language made use of by the Complainants in praying leave to refer the said Court to the shameful Manner in which your Petitioners had Acted in their Administration tho' they were too well Acquainted with the Intemperate Language as well as Actions of the Complainants to wonder at this Expression

Your Petitioners further Shew that upon the Proceedings being had Issue did Join and Rules did pass for the examination of Witnesses and that several Witnesses were Examined Accordingly by both parties those on the part of the Complainants instead of Supporting the Bill of Complaint and Replication either went into matter altogether impertinent or into such as was of no importance or as tended to Strengthen and Support the Defence set up by Your Petitioners — for your Petitioners humbly insist that the principal and most important object to have been established by the Complainants was that Your Petitioners had Refused to comply with the Agreement of the Twenty Eighth Day of March One thousand Seven hundred and Eighty one entered into between Miguel Joannes the Attorney of the Complainant Magdalena on the One part and your Petitioners on the Other part because in Addition to its own force and Virtue it had received the Sanction of the said honble the Mayors Court in their Capacity of Kings Ordinary on the third Day of November one thousand Seven hundred and Eighty Seven

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any Sum of Money arising the the Estate of the said Miguel Gregorio Deceased or to interfere in the several Matters and things contained in the said agreement of the twenty Eighth Day of march and therefore could not have given Your petitioners any full or other legal Discharge or indemnification Respecting the same for such Act Remained Solely with the said Miguel Joannes Shamier Sultan to the same Interrogatory depose that the Complainant Magdalena did make Application through Edward Raphael to your petitioners to pay the amount then due to her from the Estate of Gregorio miguel but does not know whether according to the Decree of one thousand Seven hundred and Eighty Seven or the Agreement of Miguel Joannes of the Twenty Eighth March One thousand Seven hundred and Eighty One So that the Depositions of the said Edward Raphael and the said Shamier Sultan as far as they relate to the matters of Refusal on the Part of your Petitioners to perform their Part of the said Agreement or that any proper Application was ever made to them for that purpose are futile absurd and Nugatory Equally absurd futile and nugatory is the Deposition of Shamier Sultan to the third Interrogatory which is meant if it has at all any Meaning to give strength to the Depositions taken on the Second Interrogatory above-

Mentioned

mentioned — He says that Edward Raphael did propose through him the deponent that if your petitioners had any Apprehension of any Demand Appearing Against them as administrators they Should give their Bond for the Ballana they allowed to be due to the Complainant Magdalena payable in three Years with Interest Subject to such demand if made within that period or if they objected to give their own Bond that they Should purchase Companys Bonds with the amount Ballance and keep those Bonds in their own Hands in trust for the said Magdalena to pay the interest in the Mean time to her — Here the Party who appears as the ostensible negociator as Edward Raphael who no where in Evidence Appears to have been nor was he a party interested in the said Estate of the said Gregorio Miguel or who had any Claims on your Petitioners as administrators thereto nor does he appear in Evidence to have received any legal power and authority to Negociate with your petitioners or to interfere with the Estate of the said Deceased as such power and Authority could have been granted by Miguel Joannes only whom the Complainants do not pretend ever did he apply to your Petitioners in any wise or upon any account Relative to the said Estate of the said Gregorio Miguel deceased Subsequent to the Decree of the said Honble the Mayors

Court

To this point indeed the Complainants have in a very Superficial and Apparently indifferent Manner examined two Witnesses but neither the one nor the other has deposed effectually and indeed it was impossible from the Tenor of the Interrogatory and from other Circumstances that they could have so Deposed — Edward Raphael to the Second Interrogatory deposes that the Complainant Magdalena did make an Application to through him to your Petitioners to settle the Balance due to her Agreeable to their own account Amounting to the Sum of Six thousand Seven hundred and Seventy Pagodas twelve fanams and forty Cash given into the said Honble the Mayors Court on the Twenty first Day of — September one thousand Seven hundred and Eighty one that on the receipt of the said Sum of Six thousand Seven hundred and Seventy pagodas Twelve fanams and forty Cash the Complainant Magdalena did purpose to give your Petitioners a full discharge and Indemnification for the same Now if the Demand was ever made as this Witness pretends it was it was in its Nature absurd and ridiculous and ought to have been treated as an impertinent intrusion for he does not shew that he was invested with the Necessary Powers from the Complainant Magdalena to negociate with Your Petitioners a Matter of so much consequence and which he certainly Should have done but on the contrary he says

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in the same Deposition that the Complainant Magdalena had proposed to invest him and Shamier Sultan with Discretionary Powers to settle with your Petitioners which they rejected — However the matter of fact is that the Complainant Magdalena had in herself no right to make any Demand on your Petitioners relative to the Estate of the said Miguel Gregorio Deceased and Consequently could not Delegate a Power for that purpose to others the said Miguel Joannes having under the Powers she had granted him as her attorney entered into the said agreement of the twenty Eighth March One thousand Seven hundred and Eighty One with Your Petitioners by which she became totally precluded from any interference in the Estate of the said Deceased and in course from Making any Demand thereon — For although it is certain that Delegated Power may be recalled Yet any act done under such Powers in which a third Person is concerned Must Remain unalterable in full force and Virtue as in the Case of Arbitration where the Bonds have been Executed by the attornies of one of the Parties the award of the Arbitrators will be binding on the Constituent although he Should disapprove of the Act of his attornies and although it Should Appear that such an Act was very Contrary to his Interest so that the Deponent Raphael had no Authority to ask or Demand from your Petitioners

any

Court of the third November one thousand Seven hundred and Eighty Seven So that the said Edward Raphael had no right whatever to dictate Your Petitioners the Manner in which they Sh act as Administrators Your Petitioners had given the Security required for the due performance of the trust reposed in them and if they acted improperly therein they were ammable to the Laws under which they had Obtained Letters of Administration and therefore even had the Application been Made and the proposals offered as pretended by Shamier Suttan and the said Edward Raphael Your Petitioners would have been highly blameable under the conviction they had been impressed with and they speak from record of the litigious Conduct and the Artful and oppressive Disposition of the Complainant Magdalena to have entered into any Discussion on the Affairs of the said Estate with her Brother Edward Raphael or any One employed by him as Your Petitioners Must have been fully persuaded that any Attempt to draw them into such Discussion Must have been made to promote sinister purposes because their hands were tied up by the Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one and by the Conditions Covenants and Provisos therein Contained and by the Decree of the Hon'ble the Mayors

Court

Court in their Capacity of Kings Ordinary of the third November One thousand Seven hundred and Eighty Seven which more effectually confirmed Such Agreement and they were therefore not at liberty to treat with any other person than Miguel Joannes with whom they were at all time ready and willing to come to a final Settlement of the Affairs of the said Estate of the said Gregorio Miguel on his giving a proper indemnification — But the Complainants as it Should seem being themselves sensible of the impossibility to Affect ~~Your~~ Petitioners on that part of their conduct which by the said Agreement they were responsible to the said Miguel Joannes and to him only endeavour to lead the Judgement from the real State of the Case and by going into Statements that to give them their full force can be considered as leading to the Accomplishment of secondary Objects only render complex and difficult what otherwise would have been plain and Simple and in this light must be considered the Deposition of Miguel Joannes who to the fourth Interrogatory Deposes that when he signed the Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty One he admitted several Sums which Appeared to have been improperly debitted to the Estate of the said Deceased in the expectation of a final Settlement with your Petitioners and that he has never since he was first Authorised to act as the Attorney for the Complainant Magdalena Avoided any conferrence or meeting with your Pet.rs which might have tended to a Settlement of Accounts with them but that on the contrary he has been at great trouble and taken great pains to bring them to a Settlement of accounts with the complainant Magdalena Had the said Miguel Joannes deposed that he had Demanded from your Petitioners any Ballance due to the complainant Magdalena under and by Virtue of the said Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty One and that Agreeable to the Spirit thereof and the true intent and Meaning of the Parties thereto he had offered to give such Indemnification as had been required from him by your Petitioners in Order to keep them harmleſs in the premiſses as Administrators to the Estate of the said Gregorio Miguel Deceased and such as for the same purpose and under a Similarity of Circumstance had been granted by the Attornies of Zeptha Stephan the Coheireſs with the Complainant Magdalena —— Had the said Miguel Joannes so deposed and further that your Petitioners had refused to accept of such Indemnification and thereon to pay any Ballance that

might

might have Appeard due to the Complainant Magdalena than indeed he would have deposed to the Matter in Question and this he no doubt would have done had it been in his power so to do but as he could not do so for no indemnification of such nature was ever offered by the said Miguel Joannes and Consequently no refusal could have been or ever was made to receive the same by your Petitioners he has consistently with the Views of the Complainants prudently paſsed it Over and Speaks only of taking great trouble and having been at great pains to bring your Petitioners to a Settlement of Accounts with the Complainant Magdalena without shewing how and in what Manner so that a Court of Equity Might have determined how far such trouble and pains were or were not Apprisited whether Your Petitioners Ought or Ought not to have been influenced thereby So as to have come to the Settlement pretended to have been desired by the said Miguel Joannes —— Exactly in the same predicament is the Aſsertion the said Miguel Joannes Makes of the Conduct of your Petitioners and the Opinion he gives relative to the Damages he pretends the Complainant Magdalena will have Sustained on Account thereof for although he says such Conduct has been Vexatious evasive and unjust he does not shew the grounds upon which the ——

Aſsertion is founded and notwithstanding he conceives the complainant Magdalena to have been injured by your Petitioners in the Sum of Sixteen thousand pagodas exclusive of the present Suit Yet he gives no Reason for such his Opinion nor does he go into any Particulars nor offer any Statement by which it may be determined how far such Opinion might or might not be just Equally insufficient evasive and impertinent is the matter setforth in the Deposition of the said Miguel Joannes to the last Interrogatory where he says the Complainant Magdalena did through Sharnier and other Armenian Gentlemen propose to your Petitioners that they Should pay to her the Ballance of their Accounts and that she would sign such Discharge as the Law would authorise for even had such a proposal been made by any Armenian Gentleman to Your petitioners they could not under the several Considerations already Setforth have paid any Attention to them and this the said Miguel Joannes well knew because that he himself was the person and him only with whom your Petitioners could Settle Accounts and from whom they could receive not a Discharge as he pretends the Complainant Magdalena proposed to give but a full and ample indemnification that might keep them

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harmleſs of all future Demands and Consequences that might Arise or Accrue from such Settlement of Accounts The next Witneſs produced on the part of the Complainant is Joseph Marooth who to the fifth Interrogatory Deposes from hear say that your Petitioners are of a very litigious Disposition and that he has heard his Deceased father say he had much trouble to get them to settle amicably the Accounts of the Estate of the said Deceased that the Complainant Magdalena has been much Vexed by them and that they carried on a Dispute in this Honble Court contrary to the Opinion of his late father than which Deposition Your Petitioner conceive^{g} thereon humbly insists nothing can be more improper or more impertinent the said Marooth Joseph might have heard the Complainant Magdalena and her Brother Edward Raphael and her attorney Miguel Joannes three the most inveterate of your Petitioners Enemies Declare that your Petitioners were of very litigious Dispositions and yet without any the least foundation in truth and if it really was as the said Marooth Joseph has stated but which your Petitioners positively Deny that his Deceased father had much trouble to get your Petitioners to Settle Amicably the Accounts of the Estate of the said Deceased Gregorio Miguel it is not from thence to be presumed that your Petitioners were actuated by any other than the most Honble Motives they were administrators and were therefore in duty bound to do the best for the Estate of the Deceased and the Creditors and Heirs Claiming thereon they were also responsible for any improper Conduct and they therefore owed a duty to their own Safety so that it was incumbent on them to act with every caution and Circumspection and as the said Marooth Joseph shews by implication that they at last did Settle amicably he affords the strongest proof that when convinced by argument and secured from Dangers they entered into the accommodation proposed — with Respect to the Vexation the Complainant Magdalena may be experienced Your Petitioners can only say that most people are Vexed when they cannot gratify their wishes or accomplish their Designs and none so much as those who are Actuated by unjust or improper motives the Complainant Magdalena therefore might often have been Vexed and it Appears from the proceedings in the present Contest that the greatest part of her life previous to the Death of her husband the said Miguel Gregorio Deceased had been a Series of Vexation and yet it does not follow that the Conduct of your petitioners has been improper or that they Should have Sacrificed their own fortunes and Liberty Merely to keep her in good humour and although Your petitioners

Petitioners Should have carried on a dispute in this Honble Court contrary to the advised and Opinion of the said Marooth Josephs Deceased Father yet they Might have been perfectly in the right in so doing unless he had shewn his father to have been infallible — the fifth and last Evidence on the part of the Complainant is Henry DuPuy who to the Sixth Interrogatory deposes that Edward Raphael did declare to him Soon after the hearing of the last Cause and when he was Proctor for your Petitioners that his Sister the Complainant Magdalena was ready to receive the ballance due to her and give Your Petitioners a full discharge — Your Petitioners have already shewn that the said Edward Raphael does not any where in Evidence Appear to have receive any legal authority or been duly Empowered to take any part in the affairs of the Complainant Magdalena in relation to the Estate of the said Gregorio Miguel Deceased and that if he had received such Authority or power your Petitioners could not have transacted any Business with him as administrators of the said Estate on account of the said Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one and by which Agreement his Sister was also precluded from any interference with your Petitioners So that whatever the said Edward Raphael might have declared to the said

Henry DuPuy in regard to his Sisters Readineſs to receive any money from your Petitioners with Submiſsion cannot be regarded but as wholly insufficient and Nugatory and under every consideration even on the Supposition that the Complainant Magdalena had a right to interfere with Your Petitioners as administrator to the Estate of the said Gregorio Miguel Deceased Yet the Discharge which the said Edward Raphael had declared she was ready to give however ample could not have been sufficient for your Petitioners nor was it such Security as the Law prescribes in Similar Cases because independent of the discharge from the Heir to the Administrator in proof of the final Settlement between them it is also Neceſsary that the administrator should receive from such Heir an indemnification to keep him harmleſs of and from any consequences that might ensue thereon either from unknown or unexpected Demands of Creditors or from the pretentions of other persons to a participation in the Estate of the Deceased and here your Petitioners beg leave to observe that although the Complainants have often spoke of Discharges they have never Mentioned an offer of an indemnification to your Petitioners

Your Petitioners further Shew that the Witneſses produced on the part of Your Petitioners did clearly and distinctly

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in a full and ample Manner Maintain and Support the several matters and things setforth in their plea and answer to the Complainants said Bill of Complaint and first in Order to establish the Statement in their said plea Contained that the Armenians are governed by their own Laws and Customs and that such Laws and Customs have been Acknowledged and Confirmed to them by the honble the East India Company Your Petitioners did produce several Witneſses Jacob Pettum Sarguis Satur Gregorio Catchick Shamier Sultan and Aratoon Carapet who to the Second Interrogatory depose that the Armenians tho living in a foreign state are Subject to their own Laws and Customs particularly in ecclesiastical matters and that they are Obliged to conform thereto and that such laws and Customs have prevailed for a great length of Time and have been Acknowledged and confirmed to them by the honble Company And in Order to shew that when a Married Woman separates herself from her husband and lives apart from him at the time of his death and for any considerable time previous thereto that she is in nowise entitled to any part of the Estate he may die poſseſsed of your Petitioners did produce the Episcopal decree or Cannon of their Patriarch and did prove the same by the Depositions of Shamier Sultan Sarguis Satoor Jacob Pettoom and Gregorio Catchick to the Sixth Interrogatory and Shamier

Sultan Sarquis Satoor and Gregorio Catchick further Deposing to the same Interrogatory that the Patriarch has a right to give such Decretal Order and that he derives his Authority from his station and which Episcopal decree or Cannon so established shews that when a Woman separates from her Husband he may take from her even the Cloaths on her back and further to Strengthen and confirm the same Gregorio Catchick to the fifth Interrogatory depose that it is enjoined by the Laws prevailing amongst the Armenian at Madras that when a Married Woman lives a part from her Husband at the time of his Death she is totally excluded from any right title or Claim upon the Estate he may Die poſseſsed of and that she is Disregarded and not Considered as his Wife — Your Petitioners did then produce several Witneſses to prove that the Complainant did live separate and apart from her Husband residing at Pondicherry under the protection of the French Flag until his Death and for many Years previous thereto to this point Your Petitioners did examine Jacob Pettoom Miguel Joannes Gregorio Catchick to the Second and third Interrogatory's — And it also Appears in Evidence that the complaint Magdalena on leaving her Husband the said Gregorio Miguel did carry with her the Cloths and Jewels which were her property

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previous to her Marriage and return to the said Gregorio Miguel such as she had received from him subsequent thereto and it Likewise Appears in Evidence that she did in consequence of such Separation from her said Husband change her name from Magdalena Miguel to that of Magdalena Raphael It has further Appeared in Evidence that your Petitioner Sarad Coja Maul was the Nearest of Kin to and that your Petitioner Seth Aviet was the Confidential friend of the said Deceased — And Your Petitioner further shew they did in their said plea and answer upon oath fully confute the charge of the Complainants setforth in their said Bill of Complaint insinuating that contrary to an expreſs restriction contained in the award herein before mentioned Your Petitioners had appealed from a Decree of the said Honble the Mayors Court to this Honble Court and your Petitioner did so confute such charge by shewing in their said Answer and otherwise that they had agreeable to the proviso in the said Award made obtained from the proper person liberty to Appeal from such decree and in Order to shew opposition to to the Complainants that your Petitioners were Aggrieved by such Decree they did refer to the diſsent of Mr. Aldermen Proctor thereto and to which diſsent your Petitioners beg leave to refer this Honble Court as it particularly expreſses the Laws Manners and Customs of the Sect to which your

Petitioners belong and as an additional proof that your Petitioner were aggrieved by the said Decree of the said Honble the Mayors Court and that such Decree might have been reversed in this Honble Court they did in their said Answer upon Oath Declare that the said Miguel Joannes the attorney of the Complainant Magdalena did Apply to them and request and entreat they would withdraw their Appeal and Settle the Matter Amicably and that in consideration thereof and of the said Miguel Joannes's proposing and undertaking that he would himself indemnify and discharge them from being further prosecuted by the Complainant Magdalena they did consent —— Your Petitioners further Shew that they did in and by their said Answer upon Oath pointedly and fully confute every Matter and thing charged and Setforth by the Complainants in their said Bill of Complaint thereby wholly destroying the same and Amongst other things did particularly substantiate that they were always ready to fulfill the terms of the said agreement of the Twenty Eighth March One thousand Seven hundred and Eighty One with the said Miguel Joannes and that in consequence they did tender the amount in their hands and require him to receive the same and give the requisite Indimnification agreeable

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to the True intent and Meaning of the said Agreement and in the same Manner as the attorney of the said Zeptha Stephan had given as Appears by the protest Annexed to your Petitioners said Answer and thereby referred to but your Petitioners did shew the said Miguel Joannes did refuse to comply with such Application and request of your Petitioners and did refuse to perform his part of the said Agreement as in Justice he ought to have done and your petitioners did thereon protest against the said Miguel Joannes and held him responsible for such his conduct as is fully Setforth in such Protest and to which Your Petitioners crave leave to refer —— and that to demonstrate how very much your Petitioners had the Settlement of Accounts of the Estate of the said Gregorio Miguel at Heart they did state in their said Answer that after the Complainants had lost their litigious Suit instituted by them Against your Petitioners in the said Honble the Mayors Court as above mentioned a Decree going Against the Complainants with Costs of Suit and which decree as hereinbefore repeated and as the Complainants in their said Bill of Complaint confess ratified and confirmed the said Agreement of the twenty Eighth March one thousand Seven hundred and Eighty one Your Petitioners Notwithstanding such Decision in their favor and notwithstanding the litigious

Vexatious and unjust conduct of the Complainants were still solicitous to settle the matter with the said Miguel Joannes under the said Agreement provided he would perform his part thereof and which is proved by the said Protest annexed to your Petitioners said answer and by the Depositions of Henry Dupuy and Vincatachellam to the last Interrogatory and the said Henry DuPuy to the last Interrogatory enters particularly into a Narrative of the several Circumstances Matters and things that had accrued or taken place to Wit That he was Attorney at Law on the part of your Petitioners at the Suit of the Complainant Magdalena then named Magdalina Gregorio Miguel commenced some years ago for the Recovery of her distribution Share of the Estate of Miguel Gregorio Deceased as Widow of the Deceased that your Petitioners Appealed from the Decree of the Mayors Court in favor of the said Magdalena that whilst the said Appeal was Depending before this Hon'ble Court an Accommodation was proposed by the friends of the parties which Afterwards took place that one of the Terms of Accommodation was that the said Appeal should be withdrawn and that the said Miguel Joannes should give a release and Discharge for the Distributive Share of the Complainant Magdalena upon the balance of the first Account of the Estate of Gregorio Miguel Delivered into Court by your Petitioners and Likewise give an indemnification and discharge on behalf of the Complainant Magdalena for her Share of the Second Account Current which the said Henry Dupuy believes made part of the present Claim of the Complainants Share that your Petitioners did deliver into the said Hon'ble the Mayors Court the said Second Account Current and a Copy thereof to the said Miguel Joannes — that the Distributive share of the balance whereof coming due to the said Magdalena Gregorio Miguel did to the best of his Remembrance Amount to about five thousand and Eight hundred Pagodas which Sum he the said Henry Dupuy says he did on the part of your Petitioners frequently tender to the said Miguel Joannes as Attorney to the Complainant Magdalina upon his giving an Indemnification for the same and that he the said Henry Dupuy did draw out two Protests on behalf of your Petitioners touching the said balance Demanding therein an Indemnification and Discharge as aforesaid that he the said Henry Dupuy had frequently previous to the said Protests and since been present when Your Petitioners had opened a Chest wherein several Bags of Pagodas which he was Assured did Contain the aforesaid Balance tendered by them and which he doth verily believe was the Money set apart for that purpose And

Your Petitioners further shew that although there cannot be stronger proofs than those already Advanced to demonstrate that your Petrs were ever reddy and Anxiously desirous of performing their part of the said Agreement of the Twenty Eighth March one thousand Seven hundred and Eighty one Yet in order to give every poſsible information to this Hon'ble Court and at once to shew their honest upright intentions and the Vexatious and improper conduct of the Complainants Your Petitioners crave leave to state that to the Ninth Interrogatory Aratoon Carapiet and Gregorio Catchick depose that your Petitioners were ever ready and did shew a strong disposition to give to Miguel Joannes every satisfaction he might require on his fulfilling the terms of the said Agreement and this is partly Corroborated by the Deposition of Vencatachellum and Philapos to the last Interrogatory - Nor does the said Miguel Joannes himself deny that your Petitioners were ready to settle every account with him on his giving the Neceſsary indemnification for he says to the Ninth Interrogatory that your Petitioners insist on his signing such an agreement as they Should produce the terms of which he says were not conformable to the former one and indeed this is the real truth because the former one for the Sum

paid

paid to him by your Petitioners on account of the Complainant Magdalena was simply a receipt Containing a Covenant to give a Release when the Ballance then Remaining should be paid — And Edward Raphael with all his Zeal to serve the Cause of his Sister the Complainant Magdalena not able to speak in Opposition to the tenor of the Ninth Interrogatory evades a direct answer and deposing thereto says that in one thousand Seven hundred and Eighty one Miguel Joannes was ready to grant the Customary Discharge which was at that Time Actually Drawn up by Mr. Popham who together with Miguel Joannes carried it to the house of your Petitioner's that your Petitioner Seth Aviet refused to accept it insisting on having the Discharge Made out in the Armenian Language and on their own Terms the said Edward Raphael has in his deposition to the several Interrogatories exhibitted to him Carifully Avoided entering into Matters Subsequent to the Year One thousand Seven hundred and Eighty Seven and takes no Manner of Notice of the protests served on the said Miguel Joannes by Your Petitioners for Refusing to receive the Balance and in Conformity to the said agreement of the Twenty Eighth of March One thousand Seven hundred and Eighty one grant them an indemnification therefor such as had upon similar Circumstance been granted by the Attornies of the other Joint Heireſs

Zeptha Stephan — And your Petitioners humbly insist that had the Conduct of the Complainants and the said Miguel Joannes been fair and honorable the said Miguel Joannes would have granted such an indemnification to your Petitioners but as he refused so to do and as he was aided in such his refusal by the Complainants thereby Committing a breach of the said Agreement of the twenty Eighth March One thousand Seven hundred and Eighty one which the Complainants themselves confess to have been ratified and confirmed by the Decree of the said Honble the Mayors Court of the third of November One thousand Seven hundred and Eighty Seven it is beyond a doubtion that a Conspiracy was formed against Your Petitioners to injur their Fortunes and Subject them to the worst of Consequences Your Petitioners have shewn that in asking the indemnification and to which they were entitled from the said Miguel Joannes they acted merely from Prudential Motives under the Idea that without such — Indemnification neither their liberty nor property would be secure and Circumstances have since confirmed the Fears they then — entertained for by the Decree of the Patriarch hereinbefore referred to it Appears that the Complainant Magdalena is not entitled to any part of the Estate of the said Gregorio Miguel Deceased

So

So that Your Petitioners may be called upon for the Money they have already paid to the said Miguel Joannes on her account Your Petitioners beg permission to press upon the minds of this Honble Court that they have proved and the Complainants tacitly confess for they have entered into no proof to the Contrary that your Petitioners did frequently tender to the said Miguel Joannes the Ballance remaining in their Hands of the Estate of the said Gregorio Miguel Deceased and agreeable to the true intent and Meaning of the said Agreement of the Twenty Eighth March one thousand Seven hundred and Eighty One demand an indemnification on the final settlement of the accounts with him as the attorney of the Complainant Magdalena and your Petitioners as administrators as aforesaid all the Complainants alledge is that the Indemnification which your Petitioners — required was such as the said Miguel Joannes would not give them but your Petitioners humbly conceive such reasoning is false and absurd for that let the indemnification required have been ever so strong it was still no more than an Indemnification and could not be applied to any other purpose than merely to keep Your — Petitioners harmless on account of the Monies they had paid to the said Miguel Joannes for the Complainant Magdalena and therefore the said Miguel Joannes had no right to refuse it nor the Complainants thereon no pretence whatever to harraſs Your Petitioners with the present Suit The Attornies of the said Zeptha Stephen gave such an Indimnification and Received her proportion And the Most amicable Settlement took place between the parties —— Your Petitioners crave leave to add that even although they had not examined one of the numerous Evidence they have produced their answer upon Oath was and is of itself Sufficient to Set aside the Complainants said Bill of Complaint for the Law requires two Witneſses in Support of a Bill of Complaint to do away the answer of a Defendant and which the Complainant have neglected to do produce and upon every Ground Your Petitioners humbly hope it will so Appear to this Honble Court that the present Action is brought Against them withou any Cause whatever but on the Contrary that had the Complain Acted agreeable to Equity and good Conscience they might have finally Settled their Accounts with Your Petitioners through the Means of the said Miguel Joannes at the same time and in the same Amicable manner as the Attornies of the said Zeptha Stephen settled her accounts with them :

Your

Your Petitioners shew that the said Cause came on to be heard on the Eleventh day of the present Month of December by and before the said Honble the Mayors Court who were pleased to order and Decree and did Accordingly order and Decree that Your Petitioners should pay unto the Complainants the Sum of Twelve thousand Six hundred and Ninety four Pagodas fourteen fanams and an half together with all such Interest as then was or should thereafter become due thereon also all Costs of Suit as appears by the said Decree whereof a Copy is hereto annexed to which your Petitioners beg leave to refer and pray the same may be taken as part of this their Petition and Appeal the Original whereof being in your Petitioners poſseſsion and ready to be produced at the hearing by which Decree of the said honble the Mayors Court Your Petitioners conceive themselves much Aggrieved and therefore do Appeal therefrom to the Wisdom & and Justice of this Honble Court for the following amongst other Reasons

First — Because there is Manifest Error and irregularity in the said Decree of the Honble the Mayors Court and a departure from an established doctrine in the Law of Evidence for where there is only one Witneſs produced against a Defendants answer no Decree can be given for the Complainant 3 Chan cases 123 and 2 Vern 161 and your Petitioners in their said Answer on oath declared that the said Miguel Joannes never did demand from them the payment of any Ballance due to the Complainant Magdalena According to the agreement of the Twenty Eighth March One thousand Seven hundred and Eighty One nor offer to execute an indemnification on Account thereof in the usual way and it does not Appear that the Complainants have examined even a Single Witness in opposition thereto although the Complainants in their said Bill of Complaint charge that such Demand and such offers were made and in fact it would seem to be part of the Ground on which they have brought their present Action — Edward Raphael indeed examined on the part of your Petitioners says some thing of a Discharge drawn up by Mr. Popham and offered to your Petitioners but he says nothing of an Indemnification nor in fact any thing Material as to the Discharge and if he did as he is not very correct in other parts of his Deposition he might have been equally erroneous in this So that under the reason now Shewn your Petitioners humbly conceive a Decree ought not to have been granted in favor of the Complainants.

Secondly Because the Action is brought for the non performance of an Agreement entered into between Your Petitioners as Administrators

of

of the Estate of the said Gregorio Miguel Deceased and Miguel Joannes as attorney for the Complainants Magdalena and which the Complainants themselves confess was ratified and confirmed by a Decree of the Honble the Mayors Court of the third November One thousand Seven hundred and Eighty Seven and it does not Appear that the Complainants has brought a Single Witness to shew how and in what Manner Your Petitioners had Neglected to perform their part of such Agreement on the other hand Your Petitioners have shewn as well by their answer upon oath as by the several Protests to the said Answer Annexed and also by the Depositions of several Witnesses as Appears by their Depositions hereinbefore referred to that they were ever ready to perform their parts of such Agreement that they had frequently called on the said Miguel Joannes to perform his part thereof by Receiving from them the Ballance in their hands Remaining of the Estate of the said Gregorio Miguel Deceased and in Conformity to the true intent and Meaning of the said Agreement Execute unto your Petitioners an Indemnification but that he repeatedly refused so to do and thereby himself committed the breach of the said Agreement and not Your Petitioners Consequently the Honble the Mayors Court ought not to have given a Decree thereon against them.

Thirdly Because Your Petitioners Declared in and by their said answer and further established the same by the testimony of Creditable Witneſses that they ever had been and then were ready to settle accounts finally with the said Miguel Joannes under the said Agreement of the Twenty third March one thousand Seven hundred and Eighty one and that the Complainants themselves through the said Miguel Joannes were the only people who prevented it that your Petitioners had made frequent tenders and had used their utmost Endeavours to accomplish such Settlement and that further in order to to Oblige the said Miguel Joannes thereto they had solemnly protested against him that they always adhered strictly to the terms of the said Agreement and that all they had ever required and which was in conformity to the said Agreement was an Indemnification from the said Miguel Joannes to keep them harmleſs in the premiſses in the same manner as it had been granted to them by the attorney of the said Zeptha Stephen and therefore from the fullest Demonstration of such honest Intentions and upright motives in your Petitioners your Petitioners humbly conceived the Honble the Mayors Court ought not to have given a Decree in favor of the Complainants who evidently have endeavoured to take advantage of their own Wrongs —

Fourthly Because Your Petitioners have shewn that by the Laws and

Customs

Customs of the Armenians and by the Episcopal Decree or Cannon of their Patriarch and the Depositions in Support thereof that the Complainant Magdalina is not entitled to any part of the Estate of her said Husband Gregorio Miguel Deceased and that therefore Your Petitioners may be again called upon to account with others for what they have already paid to the said Miguel Joannes on her account a Circumstance which in a manner proves that the said Miguel Joannes must have acted from a knowledge thereof in refusing to come to a final Settlement with or give the indemnification required to your Petitioners and which it is presumed must fully justify the caution and circumspection with which Your Petitioners have acted and as they humbly conceive ought to have induced the Honble the Mayors Court instead of granting a Decree in favor of the Complainants to have dismiſsed the said Bill of Complaint with exemplary Costs on the unjust and litigious Grounds upon which it was brought against Your Petitioners —

Fifthly Because the litigious and Vexatious Conduct of the Complainants led them wantonly and unjustifiably to harraſs and Diſtreſs Your Petitioners by instituting a Suit against them in the Honble the Mayors Court in their Capacity of Kings Ordinary praying to Set aside the said Agreament of the Twenty Eighth March one thousand

Seven hundred and Eighty one and that as such Suit was Dismissed with Costs and as they bring their present action upon that very Agreement which they had so prayed might be Set aside and as such Agreement was ratified and Confirmed by the said Decree which is dated the third day of November One thousand Seven hundred and Eighty Seven Your Petitioners humbly conceive that the Honble the Mayors Court ought not to have granted in favor of the Complainants the Decree from which Petitioners now Appeal.

Lastly Because that since the execution of the said Agreement of the Twenty Eigth March one thousand Seven hundred and eighty one circumstances have so varried with respect to the Situation of the Affairs of the said Estate of the said Gregorio Miguel Agreeable to the last Account delivered into the Honble the Mayors Court by your Petitioners as Administrators thereof pending the present Suit and taken Notice of in the Complainants said Replication the ballance now in the hands of Your Petitioners and belonging thereto does not Amount to more than the Sum of Two thousand One hundred and Seventeen Pagodas and this Circumstance whilst it furnishes Sufficient Evidence to shew that the Indemnification so frequently Demanded by your Petitioners and so often refused by the said Miguel Joannes was most essentially

necessary

Necessary to their Safety or that otherwise they never would have been Secured against any future Demands made on the said Estate but must have paid the same out of their own Pockets it was at the same time the Most cogent Reason and the most legal and equitable Argument why the Honble the Mayors Court should not have granted a Decree Against Your Petitioners for the Sum of Twelve thousand Six hundred and ninety four Pagodas fourteen fanams and an half as the half part of the Ballance principal and Interest in their hands belonging to the Estate of the said Gregorio Miguel Deceased when by the said last Account delivered in by Your Petitioners upon oath the whole amount thereof Remaining in the hands of your Petitioners does not exceed the Sum of Two thousand one hundred and Seventeen Pagodas Eleven fanams and forty cash.

For all which Reasons and such others as may be offered at the hearing Your Petitioners humbly pray that the Decree of the said Honble the Mayors Court may be reversed and that this Honble Court will be pleased to grant them such further and other Relief in the premises as in their Wisdom might seem meet.

(Signed) Peter Walker
J. Stuart Hall
Solicitors for Appellants

Mayors Court at
Madraspatnam

Friday the 11th Day of December
Anno Domini 1789

Present

William Webb Esquire Mayor
James Call Vincentio Corbett
Josias du Pre Porcher Andrew Ross
Robt. Mitford James Landon
John Mitford & Ho: Chichr. Michell
Aldermen

Between Amable Fantheulles and Magdalena Fantheulles his Wife late Magdalena Gregorio Miguel widow and Relect of Gregorio Miguel late of Madras Merchant Deceased Complainants and Sell Aveelt and Sarad Coja Miaull Administrators of Gregorio Miguel Deceased Defendants

This Cause coming on to be heard and Debated this day in the Presence of the attornies on both Sides on Reading the Complainants Bill with Copies of four exhibits Marked **ABC&D** Annexed The Defendants Joint and several Plea & answer The Replication The Rejoinder with Copies

of

of Two Exhibits Marked **F&G** Annexed The Interrogatories and Depositions on the part of the Complainants The Interrogatories and Depositions on the part of the Defendants with three Exhibits Annexed On hearing the Pleadings made use of by the Attornies and on due Consideration had thereon This Court doth think fit to Order and Decree & doth Accordingly Order and Decree that the Defendants do pay unto the Complainant the full and Just Sum of Twelve Thousand Six hundred and Ninety four Pagodas fourteen fanams and an half (12694-14½) together with all such Interest as now is or shall hereafter ~~become~~ become due thereon untill full payment is made and its further Ordered and Decreed that the Defendants do pay unto the Complainants one half part of Such further Sums as have come into their Possession Since the date of the Second Account Current which has been Delivered into this Court by the said Defendants as Administrators of Gregorio Miguel Deceased together with Interest thereon from the Respective dates of Receiving the Same as also that they do Assign over to the said Complainants one Moiety of Such Outstanding Ballances as Still exist and that they do deliver over to the Complainants one half of such Goods as may still remain in their Possession or power belonging to the Estate of Gregorio Miguel Deceased and its further Ordered and Decreed that the Defendants do pay all Cost of this Suit

Out of their own Pockets

Hlur

(Signed)

George Taylor
Depy Regr

A true Copy

(Signed) Peter Walker
J. Stuart Hall
Solicitors for Appellants

To

To the Honourable John Holland Esquire
President in Council
Fort Saint George

In the Honorable the Court
of Appeals at Madraspatnam

Between Amable Fontheilles and Magdalena Fontheilles his wife late Magdalena Gregorio Miguel Widow and Relict of Gregorio Miguel deceased Complainants

and

Sett Aviet and Sarad Coja Maul Administrators of the Estate and Effects of the said Gregorio Miguel Deceased Defendants

The Answer of the above named Amable Fontheilles and Magdalena Fontheilles to the Petition and Appeal of the said Set Aviet and Sarad Coja Maul

Filed in my Office
the 1st February 1790
Charles N White
Clk

These Respondents for answer to the said Petition and Appeal or unto so much thereof as these Respondents are advised is material or Necessary for them to make Answer unto answer and say that it is true that these Respondents did at the time Mentioned in the said Petition and Appeal file their Bill of Complaint in the

Mayors Court at Madraspatnam against the Appellant and did therein Setforth that the said Gregorio Miguel intermarried with the said Magdalena at the time mentioned in the said Petition and Appeal and that the said Gregorio Miguel dying without having made any will or Testament the Appellants Obtained Letters of Administration of his Estate and Effects at the time Mentioned in the Petition and Appeal pretending as in the said Letters of Administration is Setforth that they were Friends to the Deceased and they did in Consequence of such Letters of Administration possess themselves of all the Estate and Effects Rights and Credits of the said Gregorio Miguel these Respondents admit that they did further setforth in their said Bill of Complaint that the said Magdalena having Applied for the half Part of the said Estate and Effects as Widow of the said Deceased Gregorio Miguel he having died intestate and without any lawfull Issue being at the time of his Death the Appellants refused to pay the same and that the said Magdalena was Obliged to institute a Suit in the said Mayors Court for the Recovery thereof when the Appellants contested under Various and evasive Pretences and that the said Cause was heard on the Ninth Day of June which was in the Year of our Lord one thousand Seven hundred and eighty when the said Mayors Court were pleased to decree that the

Appellants

Appellants Should pay unto these Respondents one clear Moiety or half Part of the Produce of the Estate and Effects of the said Gregorio Miguel and that all Costs of Suit Should be paid out of the Estate of the said Gregorio Miguel as by the Copy of the said Decree marked A annexed to these Respondents said Bill of Complaint might appear And these Respondents did further setforth that pending the said Suit and before any Judgment or Decree was given thereon one Zeptha Stephan as Sister and Next of Kin to the said Gregorio Miguel did file a Bill in the said Mayors Court by her Attorney Joseph Maroot of Madras Merchant Against the said Appellants as Administrators as aforesaid for the whole of the Surplus of the said Estate after payment of the Debts conceiving that she had a conclusive Right to the whole thereof and pending such last Mentioned Suit the said Zeptha Stephan by her said Attorney Joseph Maroot and the said Appellants as Administrators as aforesaid did agree to abide by the Award of Shamier Sultan Johannes Marcar Johannes Paratoon Johannes Golammier Agavelly Satur and Jacob Paturn certain Armenian Merchants of Madras being the Persons by them for that Purpose then indifferently chosen to Settle by Arbitration the Matters then in Dispute between the said Zeptha Stephan and the Appellants and referred to the said Six Persons above named as Arbitrators who accordingly made their Award in Writing wherein among other things was the following Restriction Respecting the Suit then depending between this Respondent Magdalena and the said Administrators to wit that Should a Decree pass in favor of this Respondent Magdalena the said Administrators Should not Appeal therefrom without the Consent of the said Zeptha Stephan or her Attorney and that any Person Appealing without such Consent should pay the whole charges attending such Appeal and in the said Award it is further observed that the said Administrators had drawn out an Account of the said Estate and had therein Setforth thirty eight Thousand Six hundred And fourteen Star Pagodas and Eleven Sixteenths of a Pagoda being the outstanding Debts and Goods remaining unsold which they as Administrators should collect and dispose of as soon as Possible and after collecting the said Sums and paying the Commission and charges they should distribute the residue to the Heir or to such as Should stand Next of Kin unto the said Estate provided the time should not exceed two Years and that after two Years any outstanding Debts or Goods and the Claim for the Amount Sales thereof remaining in the Hands of any other Persons they Should deliver over to the said Heir and that such award bore Date the Tenth Day of August which was

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in the Year of Our Lord one thousand Seven hundred and Seventy nine as by Reference thereto might more fully Appear the Benefit of which Award these Respondents craved as fully as if the same was therein Setforth at large and these Respondents also admit to have further stated in their said answer that the Appellants instead of Satisfying the Decree of the said Mayors Court and notwithstanding the strict and express Restriction laid on them by the said Award did appeal therefrom to this Court of Appeals and this Respondent Magdalena did put in her Answer thereto and that After the said Appeal and answer had been filed the Parties namely this Respondent Magdalena by her Attorney Miguel Johannes and the Appellants as Administrators as aforesaid did mutually agree to withdraw their Proceedings in the said Court of Appeals and did on the Twenty eighth day of March which was in the Year of Our Lord One thousand Seven hundred and Eighty One enter into and execute certain Articles of Agreement to the Performance whereof each Party bound himself and themselves to the other in the Penal Sum of Forty thousand Star Pagodas which Sum was made payable by such as Should fail therein to them or him who Should comply therewith which said Agreement and the Parts to be performed by each of the Parties to the other of them was and were to the following Effect to wit That this Respondent Magdalena Should admit of the Transactions of the

Appellants in the Administration of the said Estate and Should also admit of the Arbitration of the Arbitrators Relative to this Respondent Magdalina as the same was made between the said Zeptha Stephan and the Appellant and that this Respondent Magdalene Should acquire from the Estate of the said Gregorio Miguel what the said Zeptha Stephan did expect to acquire and that this Respondent Magdalene was to receive her Share without Interest and to bear the Costs of the Law Suits at Appeal on her Behalf and on the Receipt of one Moiety of the Estate of the said Gregorio Miguel in Ready Cash and in outstanding Debts she Should execute an usual Indemnification unto the Appellants who were on their Parts to Acknowledge the said Magdalena to be entitled to the said Estate equally as they before Acknowledged Zeptha Stephan to be entitled and that they Should deliver up unto this Respondent Magdalene at the expiration of three Months from the Date of their said Agreement her half Share of the Estate in Ready Money and in outstanding Debts without any Interest and that they the said Appellants Should bear the Costs of Appealing on their behalf and that all the Papers in the Suit Relative to the former and new Controversies whatever between this Respondent Magdaline and the said Appellants be withdrawn by the said Parties on his her or their Parts and that the said Agreement should remain

in

in full Force and the Performance to be at the time above written meaning in three Months from the Date thereof one Part being executed by the said Miguel Johannes as attorney to this Respondent Magdalene and the other part thereof being executed by the said Appellants as Administrators as aforesaid as by the Copy of the Translation thereof from the Original in the Armenian Language Marked **B** Annexed to these Respondents said Bill of Complaint Might Appear And these Respondents further admit to have stated in their said Bill of Complaint that the said Miguel Johannes Received Sixteen thousand and Sixty nine Pagodas Two fanams and Sixty Cash in part of the Sum due by the Appellants to this Respondent Magdalene and that on the twenty eighth Day of June then following being the Day when the Performance of the said Agreement of the Twenty eighth day of March was to take Effect this Respondent Magdalene by her said attorney Miguel Johannes demanded the payment of the Balance due in ready money by the said Administrators to this Respondent Magdalene According to the said Agrement and offered to execute an Indemnification in the usual Way and the said Miguel Johannes did also after the tenth Day of August One thousand Seven hundred and eighty one demand an Assignment of the Outstanding Balances and the Delivery of the Effects as expressed in the said Award of the Tenth day of August One thousand

Seven hundred and Seventy Nine Made on the Part of the said Zephtha Stephan but the Appellants refused to comply with the said Agreement or Award and that she afterwards to wit on the Twenty fourth Day of February which was in the Year of Our Lord One thousand Seven hundred and Eighty four intermarried with this Respondent Amable Fontheilles by force and Virtue of which Marriage these Respondents were justly entitled according to law to the same Rights to which this Respondent Magdalene had been entitled to before such Marriage Subject Nevertheless to such Covenants respecting themselves individually as are particularly stated in their Marriage Articles these Respondents further to have stated in the said Bill of Complaint that some time after their said Intermarriage the Appellants having Avoided by various unjust and evasive Pretences to come to any Settlement with them they conceived that the said Contract of the said Twenty eighth day of March had been broken by them and as the same was made by the said Miguel Johannes when acting as Attorney for this Respondent Magdalene with a View of putting an End to all further Litigation or Controversy and with that View the said Miguel Johannes had given up Many thousand Pagodas which of Right Ought to have been credited to this Respondent Magdalene these Respondents Applied to the said Mayors Court stating the Premises

and

and praying to have the said Agreement Annulled and a Decree given to these Respondents of their full Rights but on the Hearing of the Allegations and Answers with the Proofs in Support of each Party the said Mayors Court were pleased to decide for confirming the said Agreement of the said twenty eighth Day of March as by the Copy of the said Decree Marked **C** Annexed to these Respondents said Bill of Complaint Might Appear These Respondents did further setfourth that as the said Agreement had been so established and confirmed by the said Decree this Respondent Magdalene did in Acquiescence thereto repeatedly by herself by her Brother Edward Raphael and by Shamier Sultan of Madras Merchants apply to the Appellants to pay unto her the Remaining Balance due to her as widow of the said Gregorio Miguel under the said Award and Agreement and to deliver unto her the half of the remaining Goods and to assign the half of the Outstanding Balances that the said Appellants obstinately and wilfully refused to pay these Respondents or to give them any Satisfaction whatever touching the Premises under various and evasive Pretences and these Respondents did setforth that the said Appellants have been in Possession of the said Estate of Gregorio miguel since the fifteenth Day of June which was in the Year of Our Lord One thousand Seven hundred and Seventy Six and that therefore they Should have rendered an Account of their said Administratorship by the fifteenth day of June which was in the Year of our Lord one thousand Seven hundred and Seventy Seven instead of which they have by the most unwarrantable Evasions and Pretexts over held from this Respondent Magdalene the Possessio of her Rights above eleven Years and had the advantage of the Intere of the whole of her Share from June one thousand Seven hundred and Seventy Seven to March One thousand Seven hundred and eighty one and of the Remainder from the said Month of June to the time of filing these Respondents said Bill of Complaint — These Respondents did also state in the said Bill of Complaint that this Respondent Magdalene having been willing by her attorney to have abided by the said agreement of the Twenty eighth of March as was evident by her Receiving thro the Means of her said attorney Part of the Money due thereon and the No completion thereof being by the Reason of the Vexatious Conduct of the said Administrators these Respondents hoped the said Mayors Court would think themselves warranted under all the special Circumstances of the case to decree unto these Respondents the amount stated in the Accoun Marked **D** Annexed to these Respondents said Bill of Complaint being the Sum of Twelve thousand Six hundred and ninety four Pagodas fourteen fanams and forty Cash arising from the second Account of the said Administrators and Interest thereon from the said Twenty eighth Day of June which was in the Year of our Lord One thousand Seven hundred and eighty One And that the said Mayors Court would also Decree the half of such Sums as the said Administrators had received on Account of the said Estate since the Date of the said Account and Interest on such Sums from the Days on which such Sums were Respectively received as well as an Assignment of one half of the Outstanding Balances all which they had hitherto altogether refused,

To which said Bill of Complaint these Respondents admit that the Appellants filed a Plea and answer and in their Plea pretended that this Respondent Magdalene having lived separate from her said Husband at Pondicherry for several Years previous to his Death had forfeited her Right as widow and they did state several other Matters in their plea respecting certain Laws Customs and Usages of the Armenians with a View to impeach the Title of this Respondent Magdalene as Widow of the said Gregorio Miguel and in their Answer the said Appellants did state other Matters whereby the Right of this Respondent Magdaline is admitted and an Attempt is made to justify their Conduct as Administrators and to do away the several Charges of these Respondents their said Bill of Complaint and hereinbefore Setforth and these Respondents admit that they filed their Replication as stated by the Appellants and did therein among other things setforth that the same Matters and things respecting the separation of this Respondent Magdaline which the Appellants pleaded in Bar to this Respondents Right in this present Suit were before pleaded by them in the said Mayors Court in the said former Suit wherein this Respondent Magdaline was Complainant and the present Appellants were Defendants notwithstanding which the Mayors Court were pleased to decree as is stated by these Respondents in their said Bill of Complaint and in the Exhibits thereunto Annexed wherefore the said Appellants Ought not to have again pleaded the same Matters and Things or that they were aggrieved by the said Decree since by withdrawing their Appeal they submitted thereto and did in part Satisfaction thereof pay unto Miguel Johannes the Attorney of this Respondent Magdaline the Sum of Sixteen Thousand and Sixty nine Pagodas Two fanams and Sixty Cash and these Respondents did further Setforth that the said Miguel Johannes did use infinite Pains to arrange Matters with the Appellants and had Suffered Much Vexation while acting as Attorney or Agent

to

to this Respondent Magdaline in his efforts for an Accommodation and had with that view offered to give up a considerable Part of the legal Claims of this Respondent Magdaline And these Respondents denied in their said Replication that the said Miguel Johannes broke any Engagement whatever made by him on the Part of this Respondent Magdaline with the said Appellants and that as to the Appellants presuming to say that the Citation prayed for by these Respondents to oblige the Appellants to deliver their further Accounts was done with a View of harrassing and perplexing the Appellants these Respondents Declared that their only Intention was to obtain Justice and that had the Appellants been inclined to do Justice these Respondents would have had no Occasion for such Application to the Mayors Court for Redress and these Respondents admit to have setforth in their said Replication that by the Second account delivered into the said Mayors Court by the Appellants as Administrators to the said Gregorio Miguel and sworn to on the fourth Day of June which was in the Year of our Lord One thousand Seven hundred and Eighty two it Appeared that the Appellants paid on the third Day of June which was in the Year of Our Lord One thousand Seven hundred and eighty one unto the said Miguel Johannes as the attorney of this Respondent Magdalene the Sum of Sixteen thousand and Sixty nine Pagodas Two fanams and Sixty Cash and that they had then in their Hands the Sum of five thousand one Hundred and Ninety five Pagodas eight fanams and forty Cash as the half Share of this Respondent Magdalene then unpaid as appeared as they said by an Account Current thereunto Subjoined and these Respondents stated that on Reference to the said Account it Appeared that the Balance in their Hands on account of this Respondent Magdalene was the Sum of Six Thousand Seven hundred and Seventy Pagodas Twelve fanams and Forty Cash being the same Sum for which these Respondents now sued together with the Interest thereon from the Twenty eighth Day of June in the said Year of our Lord one thousand Seven Hundred and eighty One being the Day on which the Performance of their said Agreement of the Twenty eighth Day of March preceding ought to have been carried into Execution and these Respondents did also setforth that by the first Account Delivered into the said Mayors Court by the Appellants they acknowledge that there were Outstanding Balances due to the Estate of the said Gregorio Miguel:

as

as follows to wit In Cash Twelve thousand two Hundred and Two Pagodas and Six Fanams in Goods at Sundry Places Twenty Six thousand four Hundred and twelve Pagodas and Twenty Two fanams making together the Sum of thirty eight thousand Six Hundred and fourteen Pagodas and twenty eight Fanams whereof there did not appear to have been Credited in the said Second Account more than the Sums following to wit the Sum of eight thousand three Hundred and Twenty four Pagodas and fourteen fanams in part of the said Cash Balances and the Sums of Five Hundred and Seventy Two Pagodas Two fanams and Twenty Cash and Eight Hundred and Seventy Seven Pagodas five Fanams and forty Cash by Sales of Sundry Goods and in a Nota Bene to the said Second Account they said that they have no hope of Recovering the other Outstanding Accounts but were entirely silent as to the Goods at sundry Places the remains whereof after Deducting what was Sold as above stated Amount to more than Twenty five thousand Star Pagodas wherefore these Respondents humbly Submitted that they had just Cause to cite the Administrators for a further Account and that altho the Appellants have by all their Protests and all their recorded answers in the said Mayors Court pretended to have the Balances stated by them to be due to this Respondent Magdalene ready to be paid to her on her giving a proper Discharge Nevertheless it Appeard that they have been Obliged to apply three Different times for further Time to deliver in their Remaining Account and such Remaining or third Account does not bring down the Balance of the said second Account but makes a fresh account whereof the allowed Balance due to the Estate was no more than Two thousand One hundred and Seventeen Pagodas Eleven fanams and forty Cash which the said former Balance as above stated Amounted to the said Sum of Six thousand seven Hundred and Seventy Pagodas Twelve fanams and forty Cash and no Notice whatever was taken in the said third Account of the Outstanding Balances in Goods and by Way of Reply to the Pretence of the Appellants in their Answer where they say that these Respondents were barred and precluded from their present action or any Sort of Interference or Enquiry into any matter Account or Concern relating to the said Estate and that the same was transferred over and Vested in the said Miguel Johannes to whom alone they pretended to be Accountable these Respondents said that in the said

Agreement

Agreement of the Twenty eighth Day of March which was in the Year of our Lord one thousand Seven hundred and Eighty one and in the very Account Delivered by the Appellants on Oath to the said Mayors Court the said Miguel Johannes was uniformly styled the Attorney of this Respondent Magdalene to whom therefore it was competent to take her affairs Again under her own Management and to finish in Person whatever had been left undone by her said Attorney And lastly these Respondents prayed leave to refer the said Mayors Court to the Sundry Proceedings on Record respecting the Estate of the said Gregorio Miguel Deceased and to the Shameful Manner in which the Appellants have Acted in the administration thereof and that they would be pleased to adjudge to these Respondents such Damages as they might conceive adequate to the Injuries suffered by this Respondent Magdalena especially in Attempting in this second Instance to bring her Fame and Character into Discredit for the same Charges and Insinuations which they had before preferred with a view of distressing this Respondent Magdalene altho the said Mayors Court had already pronounced a solemn Decree against the

Appellants confirming the Right of this Respondent Magdalene as widow as aforesaid all which Matters and things these Respondents humbly represented to the Consideration of the said Mayors Court and humbly hoped that by the Reason thereof as well as the litigious and evasive conduct of the Appellants in the premises the said Mayors Court would be pleased to grant these Respondents the full Prayer of their said Bill of Complaint.

To whichd Replication these Respondents admit that the Appellants filed a Rejoinder and did therein set forth Many evasive and irrelevant Matters and things in manner as the same are stated in the Appellants Petition and Appeal. These Respondents also admit that up the Above Proceedings Iſsue was joined and Rules paſsed for the Examination of Witneſses were Accordingly examined by both Parties and Publication paſsed in the Cause and the same was Set down for Hearing and Came to to be heard on the said Eleventh Day of December last past when the said Court were pleased to Order and Decree that the Appellants should pay unto these Respondents the full and just Sum of Twelve thousand Six Hundred and Ninety four Pagodas fourteen

Fanams

Fanams and forty Cash together with all such Interest as then was or Should thereafter become due thereon untill full Payment was Made And it was further Ordered and Decreed that the Appellants should pay unto these Respondents one half Part of such further Sums as have come into their Poſseſsion since the Date of the second Account Current which has been Delivered into the said Mayors Court by the Appellants as Administrators of the said Gregorio Miguel together with Interest thereon from the Respective Dates of Receiving the same as also that they do Aſsign over to these Respondents one Moiety of such Outstanding Balances as then existed and that they Should Deliver over to these Respondents one half of such Goods as might then remain in their Poſseſsion or Power belonging to the Estate of the said Gregorio Miguel and it was further Ordered and Decreed that the Appellants Should pay all Costs of this Suit out of their own Pockets.

From which said Order and Decree of the Mayors Court the Appellants have Appealed to this Honorable Court of Appeals under Pretence that they are highly Aggrieved thereby But these Respondents do humbly insist that the said Order and

Decree are according to the principles of Law and Substantial Justice and therefore ought to be Affirmed by this Honorable Court of Appeals for the following among other Reasons —

First Because that when this Respondent Magdalene gave up her Right to Letters of Administration to the Estate of her Husband the said Gregorio Miguel she did so in the Confidence that the said Appellants as Administrators would have performed their Duty in Delivering in an Inventory and Account at the Periods limitted by their Oath and would have paid to her the half Share of the Estate of her said Husband as being her Right as widow the said Gregorio Miguel dying intestate and without any lawful Issue Surviving him —

Second Because the Administrators not only failed in the Delivery of their said Accounts at the proper Periods but refused to this Respondent her Rights as widow and Obliged this Respondent to a Suit to establish those Rights and even After the same were established to her by a Decree of the Mayors Court as before stated and — recognized by the Administrators in the said Agreement of the — Twenty eighth of March One thousand Seven hundred and eighty one

they

they Nevertheless Afterwards refused to comply with the said Agreement and Opened Again their former Pretences Against the Rights of this Respondent Magdalene as the Widow of Gregorio Miguel in Consequence of her having lived seperate from her said Husband and in the same — Pleadings Acknowledged her Rights as Widow and Attempted to justify their Conduct in not complying with the said Agreement by Various — Evasions distinct and unconnected with any Argument Arising from an imputed Forfeiture of her Rights as Widow

Third Because that supposing that which these Respondents deny to be the Case and which is also denied by most of the Witnesses Adduced by the Appellants to Support the same namely that Customs may have originally prevailed Among the Armenians when living in their Own Country respecting any Forfeiture of Rights by Widows in — Consequence of living seperate from their Husbands at the Time of the Decease of their Husbands such Customs Cannot prevail under a British Jurisdiction to the Laws of which the Administrators have Submitted by Applying to the Mayors Court for Power to manage the Estate in Question —

Fourth Because it Appears from their own Pleadings that the Administrators

-tors are Interested in the Cause in Question for to their Rejoinders is Annexed a Paper Dated in September One thousand seven hundred and Seventy Nine wherein Joseph Marcot the Attorney of Zeptha Stephan Sister of the said Gregorio Miguel Declares that Should the Administrators gain or Lose the Suit of this Respondent Magdaline then under Appeal before this Honorable Court the Profit or loſs is to be for Account of the Administrators so that instear of Distributing the Aſsets as fast as they came into their Poſseſsion According to Law they are using every Chicane to retain the Property in their own Hands in the hope either of an Ultimate Decree in their Favor or at any Rate of keeping the Money in their Hands Advantaging themselves by the use thereof ~

Fifth Because the Appellants Obtained their Letters of Administration in June One thousand seven hundred and Seventy Six and therefore should have given in their Accounts in June one thousand Seven hundred and Seventy Seven and Should have paid at that time the Balance in their Hands equally between this Respondent Magdaline as Widow of the Deceased and Zeptha Stephan as his only Sister and Next of kin instead of which their first Account was not

Delivered

Delivered into the said Mayors Court until the Ninth Day of March One thousand Seven hundred and Seventy Nine their Second Account not till the fourth day of June One thousand Seven hundred and eighty two and their third Account not till the Second Day of December One thousand Seven hundred and eighty eight And they did not pay Any Money to the said Zeptha Stephan till August One thousand Seven hundred and Seventy Nine nor to this Respondent Magdalene till March One thousand Seven Hundred and eighty one and from the said Accounts Delivered into the Mayors Court by the said Administrators Copies whereof are hereunto Annexed and the Observations on the first Account which are also hereunto Annexed and prayed by these Respondents to be taken as Part of this their Answer it Appears that the Administrators may have profited in Commiſsion and Interest to the Amount of thirty one thousand Nine Hundred and forty Seven Pagodas while the utmost this Respondent Magdaline prays to receive together with the Sum already received by her will only Amount to Twenty eight thousand Seven hundred and Sixty three Star Pagodas —— And it further Appears by the said Observations that this Respondent Magdalene hath lost from their Maladministration Seven Thousand one Hundred and twenty nine Pagodas and a half by Interest paid on Debts of the Deceased not liquidated as soon as the Administrators Ought in Justice to have liquidated them as also a Sum from ten thousand to Fifteen thousand Star Pagodas which the said Miguel Johannes declares in his Evidence to have given up to the Appellants when acting as the Attorney of this Respondent Magdalene in Order to obtain the said Settlement made on the twenty eighth Day of March One thousand Seven hundred and eighty One —

Sixth Because notwithstanding so large a Sacrifice with the view to a final Accommodation the Appellants evaded such final Accommodation and Obliged these Respondents to institute the present Suit to obtain special Redress for the special Injuries Caused by the Appellants who after being More than thirteen Years in Possession of the Estate of the Deceased still retain in their Hands as Appears by a View of their first and Second Accounts a Balance of Goods at Sundry Places to more than twenty five Star Pagodas whereof no Notice — whatever is taken in the third Account Delivered into the Mayors

Court

Court in December One thousand seven hundred and Eighty Eight besides the Balances in ready Cash and in Outstanding Claims

Seventh Because by one Article alone in their said Accounts to wit 1778 Jany 7 To Cash paid Mr Delarche in Sundry Payments from 11th July 1776 to this day on Account of the Deceaseds Debt due to him 74453 " 14 " it is evident how shamefully the Appellants prostituted their Duty to their Interest by consolidating Payments to so large an Amount and in part Discharge of one Debt as if paid on one Day when the legal Interest thereof at a Medium and which may be considered as a Loss to the Estate gives a Sum of Six thousand Six hundred and fifty Pagodas and upwards

Eighth Because it Appears from the Evidence of Edward Raphael and Shamier Sultan that since November one thousand Seven hundred and eighty Seven being a Period of More than Eleven Years After the Appellants were Appointed Administrators the said Edward Raphael and Shamier Sultan offered to receive on the Part of this Respondent Magdalene the Bond of the Appellants payable in three Years for the Sum of Six thousand seven hundred and Seventy Pagodas Twelve fanams and a half being the Acknowledged Balance in their Hands or that the Appellants should invest that Sum in Companys Bonds and pay the Interest to this Respondent Magdalene for three Years and then give up the Bonds in the Event of there not being any Claim in the mean time against the Estate both which Offers the Appellants refused

Ninth Because it appears from the Evidence of Miguel Johannes who acted as Attorney to this Respondent Magdalene that he not only offered to give up several Sums of Money which appeared to him to be improperly Debited to the Estate in Order to come to an Amicable Settlement but that ever since he was first authorized to act as Attorney to this Respondent Magdalene he did not avoid any one Conference or Meeting with the Appellants which might have tended to a Settlement of the accounts and that their Conduct has been evasive Vexatious and unjust and that he belives this Respondent Magdalene has been injuried to the amount of from Ten thousand to Fifteen thousand Pagodas even Supposing she should receive the full amount for which she has now sued —

Tenth Because it appears from the Evidence of Maroot Joseph Son of Joseph Maroot who acted as Attorney to Zeptha Stephan the Deceaseds Sister that he had much Trouble in getting them to settle amicably the accounts of the Estate and that he knows this Respondent Magdalene has been much vexed by them and that they carried on the Suit in the Court of Appeals against this Respondent Magdalene Contrary to the Advice and Opinion of his said Father altho by the award of the arbitrators under Date the tenth Day of August One thousand Seven hundred and Seventy Nine and made between the Appellants and the said Zeptha Stephan it was adjudged that the Appellants should not appeal from the Decree of the Mayors Court in the Suit then pending between this Respondent Magdalene and the Appellants without the Consent of the said Zeptha Stephan or her Attorney —

Eleventh Because from the Evidence of Henry DuPuy who acted as Proctor for the Appellants in their said Cause with these Respondents the said Edward Raphael was ready to receive the Balance due to his Sister this Respondent Magdalene and told the said Henry DuPuy thereof soon after the said Cause in the things Ordinary had been Determined to wit soon after the third Day of November one thousand Seven hundred Eighty Seven

Twelfth Because the said Henry DuPuy who had been employed as their Proctor and Attorney from their first Obtaining Letters of Administration to the Institution of the present Suit did afterwards decline acting from a Conviction that their Defence was improper as Appears from the Extract of the Minute of the Mayors Court where the said Henry DuPuy declined acting Copy of which is hereunto annexed and prayed by these Respondents to be taken as Part of this their answer

Thirteenth Because the Evidence adduced by the Appellants with a View to Support the Exclusion of this Respondent Magdalene from the Rights of Widowhood in Consequence of her having lived separate from her said Husband for some time previous to his Decease by no Means go to the Establishment of that Point on the Contrary many of the Witnesses prove the Reverse and some of them state that the only Immunities enjoyed by the Armenians at Madras are those relative to Commerce and the free Exercise of their Religion

Fourteenth Because that the Attempt to discuss the Rights of this Respondent Magdalene on such Grounds and to wing this second Shaft at her Reputation after the solemn Judgment of the Mayors Court thereon in the first Suit is an Insult to the Mayors Court and this Honorable Court and of itself is Sufficient as these Respondents humbly presume to give to this Respondent Magdalene a Claim for Damages

Because

Fifteenth Because the Evidence of Henry DuPuy on the part of the Appellants stating that they shewed him a Chest containing Bags of Pagodas which they said were the Pagodas Making the Balance due to this Respondent Magdalene and which they had tendered to her Attorney the said Miguel Johannes however correctly true as far as Concerns the testimony of the said Henry DuPuy is no argument in favor of the Appellants who from the following Circumstances Must Appear to have put the said Bags of Money apart and afterwards sent for the said Henry DuPuy on Purpose to establish the Testimony in Question first Appears by the said Testimony that the said Chest was so shewn to the said Henry DuPuy before and since his Making certain Protests on behalf of the Appellants and by an Exhibit which is annexed to the Appellants Plea and answer in the Mayors Court in this Cause to which these Respondents pray Reference one of the Protests was dated the Nineteenth of October one thousand Seven hundred and Eighty one and by the accompanying Extracts from the Minutes of the Mayors Court it Appears that the Appellants have applied twice to the Mayors Court for further time to deliver in their accounts so late only as November one thousand Seven hundred and Eighty Eight so that tho they induced a Belief in the

said

from a Conviction that their Defence was improper as appears from the Extract of the Minute of the Mayors Court where the said Henry DuPuy declined acting Copy of which is hereunto Annexed and prayed by these Respondents to be taken as Part of this their answer

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Sixteenth Because it Appears from the Evidence of Stephan Popham in answer to the Interrogatory exhibited by the Appellants that the said Migue" Johannes was always ready to give the Appellants Satisfaction on their fulfilling the said Agreement of the Twenty eighth Day of March One thousand seven hundred and Eighty one

Seventeenth Because the Appellants have throughout the whole of their conduct since they took upon them to administer the Estate of the Husband of this Respondent Magdalene Manifested a Disposition the most perverse and unaccommodating and a Conduct the most Oppressive and ruinous to her Peace of Mind and Fortune nor have they in the Course of their Opposition to the fair and honest Propositions made on behalf of this Respondent Magdalene pursued uniformly any one Line of Defence but Shifted their Ground as served best their Interested and Litigious Purposes — for they first Opposed her Rights as widow and After those Rights were confirmed by the Mayors Court they —

Acknowledged

Acknowledged them by their Agreement of the Twenty eighth of March one thousand seven hundred and eighty one — they afterwards disputed the same again and at other Times when it suited their Purpose they refused to settle with Miguel Johannes unless he gave an Indemnification According to their own Wishes but contrary to the Custom in like Cases and varying from the said Agreement of the Twenty eighth of March One thousand seven hundred and eighty one and Afterwards when this Respondent Magdalene saw the Objections to accommodate Matters with her Agent and that to remove as she thought this only remaining Objection she Offered her Negociation as Principal they pretended that they had nothing at all to do with her but that they must conclude with Miguel Johannes whom they considered as the Principal because he had executed the said Agreement of the Twenty eighth of March One thousand seven hundred and eighty one Notwithstanding that in such Agreement and in one of their Accounts Delivered into this Court as well as in Various other Stages of the business they Acknowledge the said Miguel Johannes expressly as the Attorney of this Respondent Magdalene

Lastly In Answer to the Last Reason offered by the Appellants in their

Appeal the answer to the other Reasons of the Appellants being included in the Reasons above stated in which last Reason they Aſsert that by the third Account the Balance in the Hands of the Appellants is but Two thousand One Hundred and Seventeen Pagodas Eleven fanams and a half these Respondents pray leave to refer to their Replication now of Record in the Mayors Court in this Suit wherein they say that this third account does not bring down the Balance of the said second Account but Makes a fresh account whereof the allowed Balance due to the Estate is no more than Two thousand one Hundred and Seventeen Pagodas Eleven fanams and a half whilst the said former Balance stated in the second Account Amounts to the Sum of Six thousand Seven hundred and Seventy Pagodas Twelve fanams and a half and no Notice whatever is taken in the said third Account of the Outstanding Balances in Goods and these Respondents further say that their Suit was brought for the Balance of the second Account as the third Account was not then Delivered in but the Amount thereof as well as of all other Matters belonging to the Estate of this Respondent Magdaline is provided for by the said Decree given in this Cause which besides the Balance of the said second Account and

Interest

Interest Orders and decrees unto these Respondents the Repayment of one half Part of such further Sums as have come into their Poſseſsion since the Date of the said Second Account Current together with Interest thereon from the Respective Dates of receiving the same also an Aſsignment of one Moiety of such Outstanding Balances as still exist and the half of the Goods still in their Poſseſsion and Power and that the Appellants should pay all Costs of Suit from their Own Pockets.

For all which Reasons and such others as may be offered at the Hearing these Respondents pray that the said Decree of the Mayors Court of the Eleventh Day of December last past may be confirmed with exemplary Costs to be paid by the Appellants for their Continued Vexation in not Submitting to the said Decree

(Signed)

Stephan Popham

Solicitor for Respondents

Dr. The Estate of Coja Gregorio Miguel in Account Current with

Date	Day	Particulars		Pagodas		
1776 July	15th	To Cash paid Mr. Moubray Clerk of the Insurance Society on account of several Assurances made by the Deceased		786	10	.
	17th	To Cash paid Freight and Insurance on account of Satur Gregorio on Goods from China to Madras and Bengal carried to the Debt of his account with the Estate		149	30	.
	29th	To Cash paid Joaquim Joseph his Proportion of a Sum received from Captain Lewis Manoel as ⅌ Contra		90	"	.
	30	To Cash remitted to China ⅌ Ship Sandwich Captain Chas. Dean to Mr. Matthew Johannes by order of Mr. Mellickens Emnias of Bengal for account of his Brothers and Friends which have carried to the Debit of their account with the Estate Pagodas	4000			
		Insurance and Freight at 3 ⅌ Ct. and Shipping Charges	121. 6.	4121	6	.
		To Cash paid Ioannes Satur his Proportion of the Sum Recd. from Captain Lewis Manoel		496	.	.
Augt.	7	To Cash paid Johannes Parotoon Do. Do. Do.		49	28	.
	24	To Cash paid Cacheal Chitty in part of Goods bought by the Deceased		1000	"	.
Septr.	29	To Cash remitted to Mr. Satur Gregorio of Bengal on accot. of the Decds. Debt		2120	29	.
	27	To Concern in the Ship St. Simon Paid to some Persons concerned their Proportion of Money due to them by the Deceased		6529	8	.
Octr.	25	To Cash paid the Head Kooleys for so much due to them by the Deceased		43	22	.
Novr.	8	To Cash paid Messrs. Shamier Sultan and Agavally Satur their Proportions of a Sum received from Mr. Delarche Remitted by Camaul Stephan as ⅌ Contra		546	38	.
	18	To Cash paid Mr. Shamier Sultan and Remittances Made in Goods on account of Mr. Carmaul Stephan and Carried to Account of the Deceaseds Debt		2579	22	.
1777 Janry.	10th	To Cash paid Mr. Johannes Martirnes in part of the Deceased's Debt		416	16	.
		Carried over Pags.		18928	41	.

Set Aveit and Sarat Cojamaul Administrators Cr.

Date	Day	Particulars		Pagodas		
1776 July	9th	By Cash found in the Deceased's Cash Chest in Pagodas		2280	"	.
		By Do. Do. Do. in Rups. 1900 @ 350		542	36	.
		By Cash Received from Sarat Cojamaul for so much left in his hands by the Deceased		1000	"	"
		By Cash Received from Battazar Joseph the Ballance of his account Current with the Deceased		374	12	.
		By Cash received from Captn. Luis Manoel being for a Remittance made by Camaul Stephan from Goa and Sundry Accounts as ⅌ Contra wherein is included the Deceased's Share		6633	"	.
	12	By Cash found in the Deceased's Desk Rups. 117½ @ 350		33	24	.
	21	By Cash Recd. from Mr. Jacob Simon the Ballance of his A/C of Respondentia lent him to Mocha		978	17	"
	23	By Cash Received of Mr. Nazar Dilan the Ballance of his Account Current		84	14	.
	25	By Cash Received from Narain Pooley for so much lent him by the Decd.	2000			
		Interest thereon	45. 12	2045	12	"
	30	By Cash Recd. from Mr. Monckton for the neat Proceeds of 80 Pearls sold to him by the Deceased		2067	"	.
Augt.	1st	By Cash Recd. from Mr. Shamier Sultan on accot. of the Estate		2500	"	"
	13	By Cash Recd. from Mr. Joseph Maroot for so much lent him by the Decd.	2000 " "			
		Interest thereon	53. 14	2053	14	"
Septr.	6	By Cash Recd. from Mr. Delarche on accot. of the Decd. Vizt				
		Amount of Sundries sold by him	20. 11 .			
		A Balle. remained in his hands out of 5000 Pags. remitted to him by the decd. for purchasing Piece Goods	444. 27 .			
		The Deceased's ½ Share on the neat Sales of 10 Chests of China Raw Silk sold by him at Pondicherry	1039. 21 .			
		The Amot. sent by the Decd. to Mr. Warnie at Yanom to provide Piece Goods and on his death Mr. Delarche has transferred to his Account allowing 10 ⅌ Cent Profit on Money	3774. 3 .			
		The Deceased's Proportion in piece Goods on the Salmon to France for wch. Mr. Delarche has granted a Bill on that City for the same	2750 " "			
		Carried over Pags.	8028 20 .			
		Carried over Pags.		20592	3	.

1777 Janry	10th	To Sundries … Brought over Pags	18928	41	.
	16	To Cash paid Mursaid Mahomed atty to Ajee Zenalabadeen for the amt of a Draft Drawn by Mr Aratoon Emnias from Bassorah on the Deceased for Rups … 5500 @ 350 ₱	1571	20	.
July	1	To cash remitted at sundry times from the 29th June 76 to Messrs Mellicknas Emnias & Pagos Ebrahim by bills & Specie &c to Bengal on their acct for so much due to them by the Estate	15371	2	.
	13	To Cash paid Mr Set avet on account of Mr Pogos ter Arustakes in part of Money due to him by the Estate	237	22	.
Septr	27	To cash paid Mr Johannes Peeratoon his Proportion on the Sales of Raw Silk made at Outcry	1427	33	.
Novr	18	To cash paid Mr Johannes Marcar on Accot of Mr Delarche being Charges of Gollah Peons &c on Dolls 14.266½ Remitted from Pondicherry	10	22	.
	26	To cash paid Mr Shamier Sultan on the Ballce of his account Current	769	22	.
Decr	10	To cash paid Mr Marcar Mirce John the Ballance of Gregorio Simon and Marcar Mirce John's account Current	32	6	.
1778 Janry	7th	To cash paid Mr Delarche in Sundry Payments from 11th July 76 to this Day on account of the Deceaseds Debt to him	74453	14	.
March	16	To cash paid at different times from the 25th July 76 to Mrs Shachnabath Abraham on account of the Deceased's Debt	2481	8	.
April	25	To Cash paid Pallalam Shevah Chetty the Ballance of his Account Current	563	20	.
June	12	To cash paid at different times from the 14th July 76 Court Charges on a Suit carried on between Paimballah Poolagen & the Decd for a claim on the Redwood transaction	321	28	.
July	11th	To cash paid Padre Johannes Ternarsis the Ballance of his Accot Current	63	8	.
	17	To Cash paid Mr Shamier Sultan ¼ of Freight on Pearls	7	8	.
		To cash paid on account of Mrs Mariam Pompom Freight and Insurance on Goods belonging to Her (which was in the Possession Deceased) Sent by different Opportunities on Bengal and brought to the account of the Deceased's Debt to her	47	22	.
		Carried over Pags	116286	24	.

1776 Septr	6	By Sundries … Brought over Pags	20592	3	.
		Brought over Pags 8028.20.			
		Amount of Sales of a Bale of red Handks on their Joint Account the Deceased's ½ Share of which with 17 ₱ Cent Gain on the Sales amounts to … 209.38.			
		Sales of Piece Goods in France in Company with Mr Delarche for account of the Deceaseds Proportion on the Produce of it is Pags 1433.35. for half of which the Deceased has already Debited & for the other half now brought to account … 716.37.			
		Sales of 10 Ps of Handks the Deceased's Proportion thereof & freight on 600 of Dolls amounts to … 9.28.			
		Cash lent by the Decd to Jacob Simon which was transferred to accot of Mr Delarche and now he credits for the same … 1000			
		Interest thereon … 288.11 1288.11.			
		The amot of a Pair of Manilla Horses sold him by the Deceased 207 . .	10460	8	.
		By Cash Recd from Nellapah Chitty on Accot of his Debt	65	.	.
		By Cash Recd from Mr Delarche the neat amot Sales of 4 Bales of Doories Sent him by the Deceased	1308	13	.
	20	By Cash Recd from Messrs Pelling & Desries for so much lent them by the Decd 2000 . .			
		Interest thereon … 177.33.	2177	33	.
	22	By Amot of 8 Chests of Opium sold the 22d July last at publick Auction to sundry Persons at 2 months Credit due this Day … 1677 . .			
		Deduct the following, Vizt			
		Paid Mr Cuthbert the Ballce of Mr Fergusons accot with the Decd for the Purchase of the above Opium … 70 . 30 .			
		Companys Duty and other Charges … 159 . 13 . 230 . .	1447	.	.
		By Cash Recd from Messrs Pelling & Desries for so much lent them … 1000 . .			
		Interest thereon … 89 15 .	1089	15	.
	26	By neat Amot Sales of a Chest of Taffaties @ 252 ps sold the 26th July @ publick Outcry to sundries at 2 mos Credit due this Day	966	5	.
		Carried over Pags	38105	35	.

1778 July	17	To Sundries — — Brought over Pag.s	116286	24	.
	25	To Cash Remitted at Sundry times from the 29 June 76 to Mr. Mellichnas Emnias & paid also to his attorney Mr. Elias Emnias being part of Money due to him by the Deceased	2418	20	.
	26	To Cash paid Mr. Edward Raphael Ballce of his account Current	1151	9	.
Augt.	5th	To Cash paid at Sundry times from 22d February 77 Court Charges on a Suit Carried on Between Canchilla Nagapah Chitty and the Deceased on the Business of Sandlewood	58	6	.
	20th	To Cash paid Messrs. Pelling & Defries the Ballance of their Acct. Current	130	35	.
	30th	To Cash paid Peon's pay for his attendance on the Redwood for 25 mo 15 ds	25	21	.
		To Cash paid Mr. Toros Aviet the Ballce of his acct. currt. closed to the 31st March 78	213	16	.
		To Cash paid Mr. Raphael Sater 30th July last the Ballce of his acct. Current	540	8	.
Septr.	9th	To Cash paid Catchall Chitty the Ballance of his Account Current	357	31	.
	11	To Cash paid Mr. James Tailors Bills for Charges on a Suit between Pambala Poolyin on Redwood	186	2	.
	12	To Cash paid Catchall Chitty Vellapah Chitty the Ballce of Velapah and Vana Chittys Account Current	54	11	.
		To Cash paid Vartaun Gaspar pay &c for his attendance in the Capacity of writter to the Deceased	314	20	.
	19	To Cash paid Messrs. Set Aviet & Toros Aviet / Sons of Padre Aviet Toros the Ballance of an account Currt. between him the said Padre Aviet Toros & the Deceased's Father Michael Gregorie/ in Conformity of a Protest Made by the said Aviet Toros as a Compt. on the 22d May 1751 Signed by Mr. John Walch and Registered in the Book Letter A Page 8 the 25th May 1751	20074	36	.
	21	To Cash paid Mr. Joseph Maroot the Ballance of our bishop Semions of Persia Account Current	5022	6	.
		Carried over Pag.s	146.833	35	.

1776 Septr.	26th	By Sundries Brought over Pag.s				38105	35	.
	27	By Cash Recd from Mr. Agavally Sater for so much lent him	500	.	.			
		Interest thereon	80	35	.	580	35	.
		By Cash Recd from Mr. Johannes Peratoon for so much lent him	1000	.	.			
		Interest thereon	36	8	.	1036	8	.
		By Cash Recd from Mr. Shamier Sultan for so much lent him	1000	.	.			
		Interest thereon	33	22	.	1033	22	.
		By Cash Recd from Mr. Aratoon Jacob for so much lent him	1100	.	.			
		Interest thereon	36	28	.	1136	28	.
		By Cash Recd from Mr. Johannes Marteres for so much lent him	1000	.	.			
		Interest thereon	318	22	.	1318	22	.
Octr.	30	By Cash Recd at different times from Govendrow the Ballance of his Account Current with the Deceased closed this day				820	30	.
Novr.	2	By Cash Recd from Mr. Delarche the Produce of Sundries Sold by Mr. Camaid Stephan and Remitted by him from Goa to Pondicherry on acct. of Decd and others				807	18	.
	26	By Bills Recd from Messrs. Mellichnas Emnias & Pogos Ebrahim from Surat for the Amot. of 11 Bills Remitted by them on their own acct. on the Sawkars of this place Settled this Day Amounts to	Rupees 50.173.5¾					
		Interest thereon	488.10¼					
			Rs. 50.662. .					
		Interest Recd from Mr. George Smith on Rs. 16,000 being in part of the above Sum Recd by the Deceased from Sawkars & lent at Interest to the said Mr. George Smith	214.14.¼					
			Rupts. 50.926.14¼ @348			14.634	6	.
Decr.	13th	By Cash Recd from Ragoonadoss the Ballce of his account Current				1002	27	.
1777 January	24	By Cash Recd at Sundry times from 21st Septr. 76 from Mr. Joseph Maroot on Account of his Debt				1200	.	.
	27	By Cash Recd from the Merchants at Sundry times from the 16th Decr. 76 for a part of 24 Seers of Pearls Recd from Surat sold them Including the Charges				320	27	.
		Carried over Pag.s				61.997	6	.

1778 Septr.	21	To Sundries ... Brought over Pags.	146833	35	.
	22	To Cash paid Mr. Sarat Cozamaul the Ballance of this Account Current Closed to the 31st. March 1776	1122	33	.
	25	To Cash paid Mrs. Shahnabath abraham the Ballance of her Account Current closed to the 20th. May 78	1943	9	.
		To Cash paid Charges on Goods belonging to Melicknas Emnias the 31st. March 76	476	40	.
Octr.	9	To Cash paid Mr. Abraham Ter Astuat Satur on Account of Alexander Delarche Esqr. due by the Deceased	26	23	.
		To Cash paid Mr. Sarat Cozamaul for Sundry Charges made by him on Account of the Deceased from 1st. June 76 to 27th. September last Consisting of Funeral Charges Servants Wages Cloaths &c. as ℘ Account Particulars if Required	2132	32	.
Novr.	3	To Cash paid Surah Chitty the Ballance of his Account Current	49	23	.
1779 Janry.	2	To Cash paid Sundry Expences Consisting of Armenian English and Portuguese writers the Scavengers Duty &c. as ℘ Account Particulars if Required	1413	30	.
		To Account Commission for our Commissions on Cash Recd and Goods Sold Amounting to Pags. ... 20.7825.26. @ 5 ℘ Cent	10391	11	.
		To ... Do. ... Do. ... Do. for Commissions on Sundry Accounts due to the Estate not being Recd in cash therefore now being Debited back as ℘ Contra	4691	16	.
		To Ballance due by the Estate to Sundries the Principal Stands about	11295	19	.
		To Outstanding Ballances due to the Estate Credited in this Account and now wrote back	38614	28	.
		Carried over Pags	218.992	5	.

1777 Janry.	27	By Sundries ... Brought over Pags.		61.997	6	.
	28	By Cash Recd from Mr. Monckton at Sundry times from 27th. September 76 the Ballance of his account Current		10210	15	.
Febry.	9	By Cash Recd from Mr. Satur Gregono on accot. of his debt Rups. 1953.2 @ 360		542	21	.
	28	By Cash Recd from Mr. Cauchick Agamaul the Produce of Sundries Sent by the decd. to Pegue at Respond.a & Bills of Exchange Recd at different times from 25th. July 76		2092	2	.
March	26	By Cash Recd at different times from 9th. July 76 from Joint Soobayah the Ballance due by him to the Estate		461	.	.
	31st.	By Cash Recd from Mr. George Smith at different times from 22d. Janry. last on Account of his Debt		32923	17	.
		By Cash Recd from Mr. Antonio DeSouza the Ballance of his accot. Curnt.		1651	6	.
April	30th.	By Cash Recd from Mr. Archdale Palmer for so much lent him	1000 . .			
		Interest thereon	166 27 .	1166	27	.
May	12th.	By Cash Recd from Mr. Aveit Mal Abraham for so much lent him	800 . .			
		Interest thereon	71.29 .	871	29	.
June	29	By Cash Recd from Mr. Morgan the Amot. of Rent on the deceased's House Situated at St. Thomas's Mount		133	8	.
Augt.	1st.	By Cash Recd from Master Shamier Sultan the Amot. of Respond.a and Premm. lent by Mr. Camaul Stephan at Goa		283	11	.
	13th.	By Cash Recd from Mr. Johannes Paratoon for so much lent him	1500 . .			
		Interest thereon	617 27 .	2117	27	.
	23d.	By Cash Recd from Bempah Naick on Account of Dasanee Vencatah Narrain in part of his debt		137	.	.
Septr.	13th.	By Cash Recd from Mr. Johannes Paratoon the Balla. of his accot. Current		628	.	.
	21st.	By Cash Recd from Mr. Delarche for a Remittance made by Mr. Camaul Stephan from Goa Moidores 100 @ 4¾ Pags. ea		475	.	.
		By Amot. of Manilla Goods sold to Sundries on the 29th. June 1776 with Interest amount to		14388	19	.
	27th.	By Neat Amot. Sales of 34 Chests of China Raw Silk Sold at Publick & private Sale at Sundry times Commencing in 76 ending this day		8431	.	.
		By Amot. Sales of the deceased's 2 Houses one at Madras & the other at St. Thomas's Mount & House hold Furnitures sold by Publick Outcry in June last @ 8 months trust due this day	8419 27 .			
		Amot. Sales of Sundry Goods Consists of Bengal Raw Silk &c. & Jewells sold at the same Outcry and in private Sales @ 3 months	27.321.36 .	35741	21	.
		Carried over Pags		174.250	41	.

1779 Jany	2d	To Sundries .... Brought over Page	218992	5
		Carried over Page	218992	5

1777 Septr	27	By Sundries .... Brought over Page	174250	41
Novr	11	By Cash Recd from Kistnadoss Verjudoss the Amot of a Bill of exchange Remitted by Mr Mellichnas Emnias from Surat Rupt 3000 @ 353½	848	12
	26th	By Cash Recd from Mr Delarche a Remittance made him from France on Account of the Decd Span & France Dollrs .... 14.266½ Sold for	9296	8
Decr	17th	By Cash Recd from Mr Sater Gregorio of Calcutta on account of his Debt Rupt .... 1085. 15 @ 360	301	26
	30th	By Cash Recd from Kistnadoss Verjudoss the Amot of a Bill of Exchange Remitted by Mr Mellichnas Emnias Surat being the Produce of Sundries Sold by him on Accot of the Deceased Rupees 5444½ @ 349	1560	
1788 Jany	2d	By Cash Recd from Mr Shamier Sultan the Amot of the Decds Share on Pears in Company with John Hunter Esqr &c Sold at Outcry	726	33
	7	By Cash Recd from Mr Agavally Satur for so much lent him 1500 . . Interest thereon .... 513 13 .	2013	13
Febry	22d	By Cash Recd from the Saukars of Amot of Bills Remitted by Messrs Mellichnas Gaspar & Macartich from Surat on account of Bussorah Goods Sold by them Rupt .... 13500 @ 353	3824	18
March	6	By Cash Recd from Mr Jno Sykes for so much lent by the Decd 1000 . . Interest thereon .... 361 34 .	1361	34
	18th	By Amot of 42 ps Simbers Sold by the Decd to Sundries	164	5
April	24	By Cash Recd at Sundry Payments from 22d March 77 from Soobramany Chitty the Ballance of his account	1379	27
	25th	By Cash Recd from Kistnadoss Verjudoss the Ballance of his account	14	
	30th	By Cash Recd from the Saukars the Amot of Bills of Exchange Remitted from Surat being the amot Sales of Bussorah Goods & Purchase of Pearls Rupt 8000 @ 354	2259	39
May	1st	By Cash Recd from Mr Johannes Goolamier the Ballce of Respondentia lent to Johannes Pogos to Pegue	166	8
	21st	By Cash Recd from Mr Thaddeus Sorat the Ballace of his account	17	7
		By Cash Recd from Mr Joseph Maroot on accot of Mathew Johannes of Canton	295	8
June	9	By Cash Recd at different times from the 16th February 77 from Mr Denis Phillipus on Account of his Debt	870	
		Carried over Page	199349	27

1779 Janry	2d	To Sundries .... Brought over Pag.	218992	5	
		Carried over Pag.	218992	5	

1778 June	9th	By Sundries .... Brought over Pag.	199349	27	-
	26	By Cash Recd from Padre Stephan the Ballance of his account	56	28	-
July	1st	By Cash Recd at Sundry Payments from 9th July 76 from Amiyaru Saunkar Chitty the Ballance of his account Current	830	34	-
	20	By Cash Recd from Mr Jacob Patoon the Ballance of his account	28	22	-
Augt	27	By Cash recd from the 2d October 77 from the Shoroffs for 100 Moideres of Brazile remitted as by Mr Camaul Stephan	277	21	-
	28	By Cash Recd from Mr Joseph Marcot the Ballance of his accot. Currt. finally Closed this day	368	37	-
	29	By Cash Recd from Mr Set Aviet the Ballce of his accot. Currt. finally closed	77	18	-
Septr.	7th	By Cash Recd from Mr Sarkiss Satur in part of Respondia lent by the Deceased to Panoos Jacob to Pegue	121	3	-
	14th	By Cash Recd from Comarapah Trevilcane the Ballce of his accot. Currt.	49	23	-
	15th	By Cash Recd from Gregorio Aratoon Shinman the Ballce of his accot. Currt.	10	35	-
	24th	By Cash Recd from Mr Sharnier Sultan on account of Nazar Delan	98	17	-
Octr.	8th	By Cash Recd from Mr Pogos Ter Raphael a Devidend of Money lent at Pegue to Monsr. Bentet	199	16	-
		By Cash Recd from Mr Padre Ter Narcez the Ballce of his Accot. Currt.	58	35	-
		By Cash Recd from 15th September last of Mr Joseph Marcot on accot. of Mrs Maria Pompom for somuch ordered by Mr Monckton to Mr Ramsay Rupst 8331-13¾ @ 362	2301	26	-
	13th	By Cash Recd from Mr Marcar Satur the Ballce of his account Current closed to the 27 March last	291	23	-
	30th	By Cash Recd from Naineapah the Painter the Ballce of his account	110	-	-
1779 Janry	2d	By Mr Melicknas Emnias remitted by him in Sundry Bills on the Saukars of this place to the Amount of 10001 Rupst on Different Accounts the Decdo Proportion thereof is 3000 Rupst (and out of the whole 2000 Rupst Stands in the Saukers hands unpaid) @ 363¼	825	36	-
		By Commission accot. for Commissions Recd Sundry Persons on the Ballances paid them and on Goods Sold by us belonging to them	2767	20	-
		Carried over Pag.	207824	1	-

1779				
Jany 2d	To Sundries — Brought over Page	218992	5	"
	To Ballance Due to the Estate and carried to next Account	32137	40	"
	Pagodas	251130	3	"

1779					
Jany 2d	By Sundries — Brought over Page		207824	1	"
	By Commission Account for Commissions deducted from Sundry Accounts with the Deceaseds Estate to Shew the Honble the Mayors Court that we make good the said Estate we now Credit for the Amount being		4691	16	"
	By Outstanding Ballances due to the Estate from Sundries Vizt.				
	In Cash	12202 . 6 .			
	In Goods at Sundry Places About	26412 22 .	38614	28	"
	Pagodas		251130	3	"

Madras the 2d January 1779

Errors Excepted

⅌ (Signed) Set aviet

N.B.

Notwithstanding this account there was Several Goods belonging to Sundry Persons being included in the Inventory Delivered Consisting of Pearls Diamonds Emeralds Rubies Gold Jewels Bales of Peice Goods &c to the Amount of about 40000 Pagodas and we have delivered the Same as also the Vouchers on the several Sums paid to their Respective Owners and took their Receipts for the same all which we have ready to prove to this Honble Court.

The above Ballance Referring to next Account as we yet expect to pay several other Expences that has not been included in this account.

(Signed) Chas. Bromley }
Hy. Dupuy } Proctors

Sarat Cojamall

Admrs. of the Estate of Coja Gregorio Miguel

Sworn to in Court the 9th March 1779

Gideon Firth
Depty. Regr.

A true Copy
(Signed)
James Taylor
Regr.

A true Copy
(Signed)
Stephen Popham

6D

Dr. The Estate of Gregorio Miguel Deceased in Account Current with …avit and Sarad Coja Maule Administrators to the Estate of the said Deceased } Cr.

Date	Particulars	Pagodas	Fanams	
1779 Feby 1st	To Premium of Insurance for 9 Bales of Raw Silk ℘ Snow Sophy Antonio Rois Commander Pagodas 5000 @ 7 ℘ Cent	350	"	"
	To Sundry Charges as ℘ account particulars	54	7½	.
13th	To Cash paid Pogos Ter Arestagues by his attorney Setavit the Balla of the accot	61	13½	
March 2d	To Boat hire Cooley hire and other Charges for 9 Bales of Raw Silk	3	13	.
29	To Cash paid Mr Raphael Satur on account of Almisora for his Share	34	1½	
May 13th	To Cash paid Charles Bromley Notary Public as ℘ his Bill	379	"	"
	To Cash paid Antonio Leal Portegues Writer for his Wages	36	"	"
Novr 24th	To Cash paid Pogos Ter Raphael on account of Respondentia taken by Necolas Bontil at Pegue	30	4	"
Decr 3d	To Cash paid Sarquis Satur on account of Stephen Merza the Ballance of his account	4	1	"
1780 May 18	To Cash paid Elias Minas on account of Pogos Ibrehim for Ruby Stones	111	2½	"
1781 March 1st	To Cash paid James Taylor for Court Charges in a Suit Against Bussapah Chetty for Sandle Wood	31	11	"
	To Batta paid Saravanganah from the Year 1779 to this day who was in Goal in our Suit Against him	19	½	
15th	To an Armenian Writer for his Wages	617	1	"
May 1st	To Cash paid Messrs Bromley and DuPuy as ℘ Bill	71	10	"
	Carried over Pags	1804	13 ¼	

Date	Particulars	Pagodas	Fanams	
2d	By the amount Ballance of the first account Current Delivered into Court	32138	5¼	.
	By Sundry accounts which was debited in our First account Pags 11295 . 6¾ from which amount we found the Right Debt due to Sundry Persons being Pags 4811 . 12 But Pags 6483 " 15 were paid upon Supposition and if the Heiresses Should hereafter find that the Whole Amount or any part thereof would Just debt the Heiresses are to be Accountable for the Same	6483	15	.
	By the Outstanding Amount as appears in our first account being Pags 38654 . 11½ Received as hereunder			
March 8th	Antonio Leal Received of him	10	"	"
	1 Ridding Horse Sold Agapery	29	9½	"
June 16th	Ioannes Peratoon Received of him	115	3	"
July 17	Aratoon Jacob & Sarques Saturon Account of George Manoel being for Respondentia	92	13½	.
	Bill of Exchange from Surat Drawn by Gaspar Ioannes & Moocartish Melicanas Rups 5000 Recd of Kistnadoss Verjudoss @ 355 ℘ % Pags is	1408	7¼	.
21st	Do ..... Do Rups 2000 Recd of Elias Minas @ 354½ ℘ % Pags is	563	12¼	"
April 4th	the amount of 9 Bales of Bengal Raw Silk valued by Nagapah Narrain & Sundry Merchants Neat amount	3730	15¼	.
Septr 27th	Bill of Exchange drawn by Gaspar Ioannes & Moocartish Melicanos Rups 4125 Recd of Gurgal doss Vetaldoss @ 364 ℘ % Pags	1133	¼	.
	Carried over Pags	7088	¾	.
	Carried over Pags	38622	4 ¼	

1781	Brought over Pags.	40533 1 ½
July 4th	To the amount of 132 Small Emeralds Sold at first Outcry which amount was brought in the Credit of the Account of the Deceaseds Estate and After we Examined found that the said Emeralds belonging to Mr. Arakel Pogos for which Credit was given to this Account and Debit now to the Estate for the Same	36 1 .
	To Cash paid Set Aviet and Toros Aviet being the Amount of the Effects of Sundry Persons which were left with the Deceaseds Father Miguel in Conformity of the Protest Made by Aviet Toros on the 22d day of May 1751	877 5 ½
	To Cash paid Writer John Maddox for his Salary and also the Charges of Making Choultry Bill of Sale for the Deceaseds House which was Sold to Mr. Sarat Coja Maule	50 . .
9th	To Court Charges paid the examiners in a Suit against Dussapah Chitty for Sandle Wood	27 6 .
	Carried over Pags	41523 14 . .

1781	Brought over Pags		50988 7 ¾
July 4th	By the amount Sales of the Effects of Sundry Persons which were left in the Possession of Gregorio Miguels Father Miguel Gregorio free from Commission and the amount of Sundry Persons Account as follows		
	Miguel Gregorio and his Associates	170 . 4 ½	
	Stephen Araloons Account	35 15 ½	
	Petrus Shirinman's Account	4 14 .	
	Toros Ter Aviets Account	6 . .	
	The accounts of the Associates of Shimmun in the life time of Mr. Toros Aviet	228 6 .	
	Araquel Pogos Account	431 13 ½	877 5 ½
Septr. 17th	By a Devidend of 800 Pags. Received of Mr. Joseph Marote for Respondentia which was lent by the Deceased to Carapet Onan On account of Malcanas Pagodas 500 and on account of Zacara Ovanjohn Pags. 300 Received a Devidend as Appears in the Deceased's Book of the Year 1774		131 . ¾
	Carried over Pags		51996 13 ¾

Brought over Pags 1804 13 1/4

1781 May 1st To Court Charges from the Year 1776 to this day paid Sundry Persons in the following Suits

Zepta Stephen

Charges on the part of the Administrs of the said Deceased 835 6 3/4

Ditto on the part of Ioze Marote Attorney to the said Zepta Stephan 474 8 1/4 .... 1309 " 15 .

Magdalena

Charges on the part of the administrators of the said Deceased 2081 1/2

Ditto on the part of Miguel Iohannes attorney to the said Magdalena ...... 1623 1/2 3705 : . 5014 15 .

June 3d To cash paid Writer John Maddox for his Salary Postage Letters and other Charges Made by us as ℘ account .... 75 "

To Cash paid the following Persons being part of their Shares as Heiresses to the Estate of the said Deceased Zepta Stephan Sister of the said Deceased by Ioze Marote her attorney on the 17th Septr 1779 as ℘ Receipt 16069 2 3/4

Magdalena Widow of the said Deceased by Miguel Ioannes her attorney on the 28th March 1781 as ℘ Receipt 16069 2 1/2 32138 5 1/4

19th To Cash paid Pogos Ter arestagues by his attorney Set Aviet on Account of the Goods Sold at Persia the amount of which Came to Surat and from thence to Madras with the Money of the said Deceased .... 1500 " .

Carried over Pags 40533 1 1/2

Brought over Pags 38622 4 1/4

Brought over Pags 7084 " 3/4

1780 Febry 11th Catchick Agamal and Minas Marcar Received on account of George Manoel being for Respondentia .... 17 – 3 "

Novr 7th Elias Minas Attorney of Melicknas Emnias and his Friend Received the Ballance of his account .... 452 – 12 1/4

1781 March 14th Ioannes Ter Iacob Exr of Poges Catchick Received the Ballance of his account .... 719 – 6 "

June 3d To the Amount of Sundrys Sold as ℘ account 51 8 "

8324 14 "

Deduct Commission on Pags 8324 14 @ 5 ℘ Cent .... 416 3 1/2 . 7907 14 1/2

By a difference in Miguel Gregorios Account Received of Set Aviet and Tores Aviet as Settled by Arbitrators @ 6 ℘ Cent ℘ Annum as it was Charged in the first Account at 8 ℘ Cent ℘ Annum which Amounting to Pags 20074 14 3/4 Received as ℘ award 3886 2 3/4

July 4th By the amount Sales of the Remainder Effects which were Sold at Outcry part of it which is 5 Emeralds belonging to the Deceased Pogos Catchick was also Sold all Amounting free of 5 ℘ Cent Commission 572 2 1/4

Carried over Pags 50988 7 3/4

Brought over Pags. 40533 1 1/4

To the amount of 132 Small Emeralds Sold at first Outcry
which amount was brought in the Credit of the Account of the
Deceaseds Estate and After we Examined found that the said
Emeralds belonging to Mr. Arakel Pogos for which Credit was
given to this Account and Debit now to the Estate for the Same ... 36 1 .

To Cash paid Set aviet and Toros Aviet being the Amount of the
Effects of Sundry Persons which were left with the Deceaseds
Father Miguel in Conformity of the Protest Made by
Aviet Toros on the 22d day of May 1751 ... 877 5 1/2

To Cash paid Writer John Maddox for his Salary and also the
Charges of Making Choultry Bill of Sale for the Deceaseds
House which was Sold to Mr. Sarat Coja Maule ... 50 . .

9th To Court Charges paid the examiners in a Suit against Dussapah
Chitty for Sandle Wood ... 27 6 .

...ught over Pags 1804 13 1/2
... Persons

5014 15 .

75 .

..8 5 1/4

Carried over Pags 41523 14

1/2

Brought over Pags 50988 7 3/4

1781
July 4th By the amount Sales of the Effects of Sundry Persons
which were left in the Possession of Gregorio Miguels Father
Miguel Gregorio free from Commission and the amount
of Sundry Persons Account as follows

Miguel Gregorio and his Associates	170 . 4 1/2
Stephen Araloons Account	35 15 1/2
Petrus Shirrman's Account	4 14 .
Toros Ter Aviets Account	6 . .
The accounts of the Associates of Shimmun in the life time of Mr. Toros Aviet	228-6 .
Araquel Pogos Account	431-13 1/2

877 5 1/2

Septr. 17th By a Devidend of 800 Pags. Received of Mr. Joseph Marote
for Respondentia which was lent by the Deceased to
Carapet Onan On account of Malcanas Pagodas 500
and on account of Zacara Ovanjohn Pags. 300 Received a
Devidend as Appears in the Deceased's Book of the Year 1774 ... 131 . 3/4

Carried over Pags 51996 13 3/4

1781
July 4th To 11

		Brought over Pags	11523 14 -	10533 1 ½
1781 Septr	17th	To the Amount dividend of Mr Milcanas Shan on the Respondentia of 500 Pags @ 16 P Cent		81 14 ½
	21st	To Ballance of this Account being Pags 10391 – 1½ which is divided as follows paid Jorze Marote Attorney to Zepta Stephan Sister of the said Deceased her half Share as P Receipt and Discharge	5195 8 ½	36 1 .
		The Amount of Magdalena Widow of the said Deceased her half share which remains with us unpaid as appears by an Account Current hereunto Subjoined	5195 - 8 ½	10391 1 ½
		Pagodas		5199 6 14 .

	Brought over Pags 5199 6 13 ½
Pagodas	5199 6 14 .

Madras 21st September 1781

Excepted Errors P

Set aviet

Sarat Cojamall

Administrators

A true Copy
(Signed)
James Taylor
Regr

N.B.

This being our Second account Current with the Estate as Collected and paid by us to this day— as for the other outstanding Accounts due by Sundry Persons to the said Estate which we have no hope of Recovering from them but if Should the same be hereafter Recovered we shall be Accountable to the said Estate as for Mr George Smiths Debt with the Estate being Pagodas 785. 2½ we have Received of Messrs Cuthbert and Ross Attornies to the said Mr George Smith a Dividend of 40 P Cent at Different times Amounting to Pagodas 314 or thereabouts which sum has not been carried in the above Account as We have paid Sundry other Demands and Court Charges and expect to pay more hereafter which will be carried to our next Account— we have no Other Assets of the Estate at present in our hands Except Sundry Papers and Vouchers relative to the said Estate and if Should any Damage Hurt or Prejudice happen to them by Accidents we Cannot be Responsible for the Same—

Sworn to in Court
this 4th June 1782
(Signed) James Taylor
Regr

(Signed)
Henry Dupuy
Proctor for the Administrators
A true Copy (Signed) James Taylor
Regr

Set aviet
Sarat Cojamall

Administrators

Dr. Miguel Ioannes Attorney to Magdalena Widow of the late Gregorio Miguel …
to the Estate and Effects of the said Deceased ……

1781 November 20th	To Charges paid Mr. Henry Dupuy Notary Publick for drawing Protest …	34	10	.
	To Cash paid Mr. Agaperry Thaddens Callandar for Translating Sundry accounts as Requested ……	13	2	2
	To Ballance of this account we are ready to Pay to the Attorney of the said Magdalana when he would give us a Receipt or Discharge in the Same Tenor as given by the Attorney of the Deceased's Sister Zepta Stephan According to his Agreement which he Neglects doing whereupon we were Obliged to protest Against him as will morefully and at large Appear by the Copy of the said Protest hereunto Subjoined ……	6770	12	2
	Pagodas …	6818	9	.

Deceased in Account Current with Set Aviet Sarad Coja Maul Administrators } Cr.

1781 Septr. 21st	By the amount of Magdalana's half Share from the Balance of Pagodas 10391 . 1¼ ……	5195	8	½
	By the amount of Court Charges on Magdalana's part which We have not paid Yet ……	1623	.	½
	Pagodas	6818	9	.

Madras 21st September 1781

Errors Excepted ℘

Set Aviet
Sarad Cojamall

Administrators

A true Copy
(Signed)
James Taylor
Regr.

A true Copy
(Signed)
Stephen Popham

Filed 2d December 1788

Dr The Estate of Gregorio Miguel Deceased in Account Current with Set Avet & Sarad Coja Maule Administrators to the Estate of the Deceased ... Cr

1781 Novr	21st	To Mr Dupuys Charges for a Protest & Discharge for Zepha Stephan as ℔ Bill	39	8	½
December	19th	To Mr Sykes Ganavary Maney Chittys Costs of Suit on Sandal as ℔ Bill	289	1	½
1782 May	6th	To Mr Moubray Geo: Smiths Charges for acting as Attorney to Juan Fernands Debt as ℔ Bill	71	6	½
August	29th	To Mr Sarquis Satur on Account of Stephen Mirza Balance of his accot as ℔ Receipt	133	13	½
1784 March	23d	To Mr Catchick Agamal Ballance of his Account Current as ℔ Account	175	4	.
1788 May	28th	To Watching and lighting the Tomb of the Deceased Gregor Miguel from the Year 1781 to May 1788	42	.	
September	30	To Writers from 1781 up to 1788	337	2	½
		To Oatery Expences paid	5	.	
		To Mr DuPuys Charges on the 2d Account Current given to Court	11	.	
		To Extra Expences to Dubashes Conicoplys &c	157	.	
		To Godown Rent for the Deceaseds Unsaleable Effects for seven Years Vizt from 1781 to 1788 @5 Pags ℔ month makes	420	.	
		To Commission on 3998 Pags 14 Anas & ½ @5 ℔ Cent is	199	15	½
			2117	11	½
		To Ballance due to the Estate N.B.	1881	3	.
		Total Pags	3998	14	½

1779 October	1st	By Mr Geo: Smiths Account Closed who remained Indebted to the Estate 785 Pags 2 Anas and ½ for which he gave a Bond for the Sum of 1420 Pags & ½ for which Messrs Ross and Cuthbert became Securities which Account was Closed 18th June 1783 Principal and Interest	941	7	½
1781 Decr	19th	By Mr Shaw for Sandal Sold the Shiriff in part	100	.	.
1783 December	20th	By Messrs Gaspar Johannes & Mehertics Melecknas's Order to receive from Mr Elias Minas on Account of the Deceased 3375¾ Rups @379 ℔% Pagodas makes	914	12	¾
1784 March	23	By Mr Catchick Agamal for Goods of the Deceased as ℔ Award of Arbitration	847	13	¾
1785 Febry	28th	By Messrs Gaspar Joannes & Mehertics Melecknas Bills for 6354½ Rups @345 ℔% Pagodas The Estates Share is 3036 Rups ½ Ana makes	880	"	¼
1788 August	9th	By Mr Sarquis Satur Botels Debt to the Estate 2000 Rupees the Devidend as made by Mr Sarquis @56 Rups 18 Anas ℔ Ct is 1123 Rups 18 Anas @357 Rups ℔% Pagodas is	314	12	¾
		Total Pagodas	3998	14	½

N.B. As there is a Suit now depending in the Hon'ble Mayors Court betwixt the Estate and Messrs Ross and Cuthbert for which we have Advanced some Money which is not yet Debited this Balance must remain in our Hands till the Suit is finally decided Should any Balance then remain the Sisters Share shall be Delivered to her attorney and Magdalanas Share to Miguel Joannes's Account her Attorney: as per agreement But in case this Balance is not Sufficient then the Sister and Widow must make good the Deficiency.

N.B. The 1st Account Current of the Estate was Delivered into Court the 2d January 1779 The 2d Ditto was Delivered in the 4th June 1782 these two Abovementioned Accounts amounted to more or less Three Lacks of Pagodas And this is the 3d and last Account Current of the Estate.

Madras the 30th Septr 1788
Errors Excepted

(Signed) Peter Walker
Chas. Inglis
Proctors for the Admors

Sworn to in Court
this 2d Decr 1788
(Signed) James Taylor
Regr

True Copy
(Signed) George Taylor
Depy Regr

a true Copy
(Signed)
Stephen Popham

observations

Observations in the 1st Account Current Delivered in Court by Sett Aviet and Sarad Coja Maul Administrators of Gregorio Miguel Deceased

		Profited by the Administrator from the Estate of Gregorio Miguel
Received by the Administrators in the Year 1776 Pags	60476	
Paid by them in this Year	13512	
Balance	41964	
Which Balance of 41964 remained in the hands of the administrators from Septr 1776 to January 1777 being upwards of four Months — Interest thereon		1678
Received by the administrators in the Year 1777	124259	
Balance of last Year as above	41964	
	166223	
Altho' the administrators had in their hands the above Sum of Pags 166223 in the year 1777 which was sufficient to discharge almost all the Demands on the Estate which became due this Year Yet the administrators have suffered those Demands to run at Interest till next Year and they Paid only Seven different Sums this year amounting to Pags	19420	
Balance which remained in their hands at least may say for 5 Months according to the different receipts and Payments in the account	146803	
Interest on the above Sum for 5 Months		7340
Interest on Pags 32137 being the balance of the 1st Accot from 2d Jany 1779 being the date of the Accot to 17th Septr in the same Year being the day that one half of the said Balance was paid to Zeptha Stephan		2730
Interest on Pags 16069 being the half Share of the widow which remained in the hands of the administrators from the sd 17th Septr 1779 to 28th March 1781 being the day it was paid		2511
		14259
Interest on 6770-12½ being the Balance of the 2d Account to this day		668
Commission Charged in the 1st Account		10391
Do Do in the 2d account		416
Do Do in the 3d account		199
Pagodas		31947

Pagodas 14259 beside this absolute again to the Admors it is a loss to the widow who Estate is lessened by the half thereof 7129½ or Pagodas

Sum Received by Magdalena	16069
now Sued for	6770
Interest thereon	5924
Total Sum received & sued for by the widow	28763
Profited by the administrators more than Received and Claimed by the Widow	3184
Pags	31947

Besides the loss to her of 7129½ from the Maladministration of the administrators as above stated, from 10 to 15000 Pags which Miguel Johannes the attorney of the Widow Magdalena says he gave up in hopes of Settling Amicably

A true Copy
(Signed) S. Popham

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 28th day of October Anno Domini 1788

Present

Edward Garrow Esquire Mayor
Sir Jno Menzies Bart and Andrew Ross
Aldermen

Amable Fonthielles & Magdalena Fonthielles his Wife late Magdalena Gregorio Miguel Widow and Relict of Gregorio Miguel late of Madras Merchant Deceased
Sett Aviet & Sarad Coja Maull administrators of Gregorio Miguel Deceased

Mr Dupuy the Attorney for the Defendants prays leave to Decline acting because the Defendants having retained him as their Attorney and Refuse to follow his Council and Advice in putting in their Answer. Ordered accordingly unless Cause be Shewn to the Contrary by next Court day and it is further Ordered that the attorney do Serve his Client with a Copy of this Minute of which Service Affidavit is to be made.

A true Extract
(Signed) James Taylor Regr

A true Copy
(Signed) Stephen Popham

Extract from the Proceedings of the Kings Ordinary Held at Town Hall on Tuesday the 11th day of November Anno Domini 1788

Present

Edward Garrow Esquire Mayor
William Webb and Andrew Ross
Aldermen

Mr Peter Walker and Mr James Stuart Hall for Mr Charles Inglish Proctors for Sett Aviet and Sarad Coja Maull Administrators of Gregorios Miguel Deceased Appear and pray that they may be allowed a further time of One Week to Shew Cause against Delivering in the Accounts within the time prayed for on the part of Amable Fonthielles and Magdalena

Fonthill

Fonthielles his Wife – to which Messrs Stephen Popham and Pullein Spencer Object and pray that an attachment May issue – Ordered that one Week be allowed to Shew Cause –

A true Extract
(Signed) James Taylor
Regr

A true Copy (Signed)
Stephen Popham

Extract from the Proceedings of the Kings Ordinary Held at the Town Hall on Tuesday the 18th day of November Anno Domini 1788

Present

Edward Garrow Esquire Mayor
Sir Jon: Menzies Andrew Ross
& Robert Mitford Aldermen

Messrs Peter Walker and Charles Inglis Proctors for Sett Aviet and Sarad Coja Maull Administrators for Gregorio Miguel Deceased Appear and pray a further time of fourteen Days to deliver in the account of the said Estate for which they have been Cited by Amable Fonthielles and Magdalena Fonthielles by his Wife – to which Messrs Stephen Popham and Pullein Spencer Object and pray that an attachment May issue Against the said Sett Aviet and Sarad Coja Maull – Ordered that fourteen Days be allowed –

A true Extract
(Signed) James Taylor
Regr

A true Copy
(Signed)
Stephen Popham

Court of Appeals a Madraspatnam } ss Saturday the 31st July Anno Domini 1790

Between Sett Aviet and Sarad Coja Maull Administrators of Gregorio Miguel deceased Appellants and Amable Fonthielles and Magdalena Fonthielles his Wife late Magdalina Gregorio Miguel widow and Relict of Gregrio Miguel Deceased Respondents

This Cause coming on this day to be heard and Debated befor this Court by the Attornies on both Sides on the Motion of the Solicitors for the Appellants that a paper annexed to the Respondents answer entitled Observations on the first Account Current Delivered in Court by Set Aviet and Sarad Coja Maul Administrators of Gregorio Miguel deceased be expunged from the Proceedings in this Court because it does not Appear to have made any part of the proceedings of the Mayors Court – This Court taking the same into their Consideration Ordered Accordingly – And upon hearing the Petition of Appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Friday the 11th day of December Anno Domini 1789 upon due Consideration had of the Matters therein Severally Contained and of the Pleadings and Arguments used by the Attornies on both sides This Court doth think fit to Order and Decree and doth Accordingly 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

V Cur

(Signed) Chas. N White
Clk

To

To the Kings Most Excellent Majesty in Council

Between Amable Fanthulles
and Magadalena Fanthulles his Wife late
Magdalena Gregorio Miguel Widow and
relict of Gregorio Miguel deceased Complain-
-ants and Sett Aviet and Sarad Coja Maull
Administrators of the Estate and Effects
of Gregorio Miguel Deceased Defendants

The Humble Petition and Appeal of the above Named Defendants Sarad Coja Maul Surviving Administrator of the said Estates

Most Humble Sheweth

That the above named Complainants did on the fifteenth day of October which was in the Year of Our Lord one Thousand Seven hundred and Eighty Eight exhibit and file their Bill of Complaint Against Your Petitioner &c in the Hon^ble the Mayors Court at Madraspatnam and did therein and thereby Setforth that the Above named Complainant Magdalena late Widow and Relict of Gregorio Miguel late of Madras Merchant and the said Gregorio Miguel had intermaried with the said Magdalena in the Year of Our

Lo

Lord one thousand Seven hundred and Sixty Two and that the said Gregorio Miguel dying in the year of our Lord One thousand Seven hundred and Seventy Six without having Made any Will or — Testament Your Petitioner &c had Obtained Letters of Administration on the fifteenth Day of June in the same Year to his Estate and Effects —

That the said Magdalena having Applied for the half part of the Estate and Effects as widow of the said Deceased Gregorio Miguel and Your Petitioner &c having Refused to pay the same She was Obliged to institute a Suit in the said Honble the Mayors Court for the Recovery thereof and which Court was pleased to decree that Your Petitioners &c Should pay unto the said Magdalena one clear Moiety or half part of the Produce of the Estate and Effects of the said Gregorio Miguel and that the Costs of Suit Should be paid out of the Estate of the said Gregorio Miguel as by the Copy of the said Decree to the Complainants said Bill of Complaint Annexed — Marked **A** and prayed to be taken as part thereof they did say Might Appear — The Complainants did further Shew that pending the said Suit and before any Judgment or decree was given thereon One Zeptha Stephen as Sister and Next of kin to the said Gregorio Miguel did file a Bill in the said Honble the Mayors Court by her

Attorney

Attorney Joseph Maroot of Madras Merchant against Your Petitioner &c for the whole of the Surplus of the said Estate after payment of the Debts and that pending Such last Mentioned Suit the said Zeptha — Stephen by her said Attorney Joseph Maroot and Your Petitioners &c did Consent and agree to abide by the Award of Shamier Sultan Johannes Marcar Johannes Caratoon Johannes Goolamier Agavelly Satur and Jacob Patum certain Armenian Merchants of Madras aforesaid — That the said Arbitrators did accordingly Make their award in writing wherein among other things was the following restrection respecting the Suit then depending between the said Magdalena and Your Petitioner &c to wit that Should a decree pass in favor of the said Magdalena Your Petitioners &c Should not Appeal therefrom without the Consent of the said Zeptha Stephen or her attorney and that any person Appealing without such Consent Should pay the whole Charges Attending such appeal that Your Petitioners &c had Drawn out an Account of the said Estate and had therein Setforth Thirty Eight thousand Six hundred and fourteen Star Pagodas and Eleven Sixteenths of a Pagoda being the Outstanding Debts and Goods remaining unsold which they Should collect and dispose of as Soon as Possible and after collecting the said Sum and paying the Commission and Charges distribute the residue to the Heirs or to such as Should Stand next of Kin unto the said Estate provided the time Should not exceed Two Years and that after two Years any Outstanding Debts or Goods and the Claims for the Amount Sales thereof remaining in the hands of any other they Should deliver over to the said Heirs and that such Award bore date the Tenth day of August which was in the Year of Our Lord One thousand Seven hundred and Seventy Nine as by reference thereto Might more fully Appear the benefit of which Award the Complainants did crave as fully as if the same was herein Setforth at Large — That Your Petitioner &c instead of performing the Decree of the said Honble the Mayors Court and Notwithstanding the Strict and express restriction laid on them by the said Award did appeal therefrom to this Honble Court that the Complainant the said Magdalena did put in his answer thereto and that after the said appeal and answer had been filed the parties withdrew such Proceedings and did on the Twenty Eighth day of March which was in the Year of Our Lord one thousand Seven hundred and Eighty one enter into and Execute certain Articles of Agreement to the Performance whereof each party bound himself and themselves to the other in the penal Sum of Forty thousand Star Pagodas which Sum was made payable by Such as Should fail therein to them or him who Should comply therewith which said Agreement and the parts to be performed by each of the parties to the other of them was to the following Effects to wit that the Complainants the said Magdalena

Should

Should admit of the Transactions of Your Petitioner &c in the administration of the said Estate and Should also admit of the Arbitration of the Arbitrators relative to her as the same was between the said Zeptha Stephen and Your Petitioners &c and that the Complainants Magdalena Should require from the Estate of the said Gregorio Miguel what the said Zeptha Stephen did Require and that the Complainant Magdalena was to receive her Share without Interest and to bear the Costs of the law Suits at Appeal on her behalf and on the receipt of one Moiety of the Estate of the said Gregorio Miguel in ready Cash and in Outstanding Debts She Should Execute an usual indemnification unto Your Petitioners &c who were on their parts to acknowledge the Complainant Magdalena to be entitled to the said Estate equally as they before acknowledged Zeptha Stephen to be entitled — That they Should deliver up unto the Complainant Magdalena at the Expiration of three Months from the date of the said Agreement her half Share of the Estate in ready Money and in Outstanding Debts without any Interest and that Your Petitioner &c Should bear the Costs of Appealing on their Behalf That all the papers in the Suit relative to the former and new Controversies Should be withdrawn by the said Parties each on his her or their parts and that the said Agreement Should remain in full force and the performance to be at the time above written Meaning in three Months from the date thereof one part being executed by the said Miguel Johannes as attorney to the Complainant the said Magdalena and the other part thereof being executed by Your Petitioners &c as by the Copy of the Translation thereof from the Original in the Armenian Language to the Complainants said Bill Annexed Marked **B** and prayed to be taken as part thereof Might Appear And the Complainant did further Shew that the said Miguel Johannes received Sixteen thousand and Sixty Nine Pagodas Two fanams and three Quarters in part of the Sum due by your Petitioner &c to the Complainant Magdalena and that on the Twenty Eighth day of June then following being the day when the performance of the said Agreement of the Twenty Eighth day of March was to take effect the Complainant Magdalena by her said Attorney Miguel Johannes Demanded payment of the ballance due in Ready Money by Yr Petitioner &c According to the said Agreement and Offered to execute an indemnification in the usual way the said Miguel Johannes did also after the Tenth day of August One thousand Seven hundred and Eighty One demand an Assignment of the Effects as expressed in the award but that Your Petitioner &c refused to comply therewith — That she afterwards to wit on the Twenty fourth Day of February which was in the Year of our Lord One thousand Seven hundred and Eighty four intermarried with the Complainant Amable Lanthuilles by force and virtue of which Marriage the Complainants were justly entitled According to Law to the rights

rights

rights to which the Complainants Magdalena had been entitled before such Marriage — And the Complainants did further State that some time after the said intermarriage Your Petitioners &c having Agreed to come to a Settlement with the said Complainants they conceived that the said Contract of the said Twenty Eighth day of March had been broken by them and altho the same was made by the said Miguel Johannes when acting as attorney for the Complainant Magdalena with a view of putting an end to all further litigation or controversy Yet the Complainants Acknowledged that they Applied to the Honble the Mayors Court stating the Premisses and praying to have the said Agreement Annulled but they further say that the said Honble the Mayors Court were pleased to decide for confirming the said Agreement as by the Copy of the said Decree Marked **C** Annexed to the said Bill of Complaint Might Appear That in Consequence of such Decree the Complainant Magdalena had repeatedly Applied by herself by her Brother Edward Raphael and by Shamier Sultan of Madras Merchants unto Your Petitioners &c pay unto her the remaining balance due unto her as Widow of the said Gregorio Miguel under the said award and Agreement and to deliver unto her the Half of the remaining goods and to Assign the half of the Outstanding balances but that Your Petitioners &c had refused to comply therewith the Complainant therefore hoped the the said Honble the Mayors Court would think themselves warranted under all the Special circumstances of the Case to Decree unto the Complainant

Complainant the Amount Stated in the Account Marked D Annexed to the said Bill of Complaint being the Sum of Twelve thousand Six hundred and Ninety four Star Pagodas fourteen fanams and an half and Arising from a Second account of your Petitioner &c and interest due thereon from the Twenty Eighth day of June which was in the said year of our Lord one Thousand Seven hundred and Eighty one together with the half such Sums as Your Petitioner &c had received on Account of the said Estate since the date of the said Account as well as an Assignment of one half of the outstanding balances all which they had hitherto altogether refused your Petitioner further Shew that the Complainants did in and by their said Bill of Complaint exhibit certain interrogatories and other Matters and things as in and by the same May Appear — Your Petitioner &c further Shew that on the Twenty fifth day of November following they did Exhibit and file their Joint and several Plea and answer to the Complainants said Bill of Complaint and did therein by Protestation not Confessing Acknowledging all or any of the Matters and things in the Complainants said Bill of Complaint to be true in Such Manner and form as the same was therein Setforth did plead thereto and for Plea did Say that it Appeared by the Bill of Complaint and the Matters therein Stated that the Same was brought for the Recovery of half the residue of the said Miguel Gregorio's Estate in right of the said Magdalena as his Widow —— That for ten Years and upwards previous to and untill the Death of the said Gregorio Miguel and at the very time

the

the same happened the said Magdalena lived Seperate and apart from her said Husband that is to say at Pondicherry in the Dominions of the Crown of France and did not for that Space of time partake with her said Husband of his bed or Board or in any respect behave herself as his Wife —— That by the Laws of the Armenians to which People and Nation Your Petitioner &c as well as the Complainant and the said Gregorio Miguel in his life time ever did belong when a Married woman lives apart from her Husband at his Death and for any considerable Space of time before she is not Considered as his Wife nor entitled to any Share of the Estate he may die possessed of —— That all their laws and Customs have been Acknowledged and Confirmed to them by the Honble Company long Since and this Custom being well Known and long Observed —— among them which they were ready to prove and being also established by the Declaration of the Patriarch of their Church a Translation whereof Marked A they did annex to their said Plea as part thereof the Original being in their possession and ready to be produced if required and being Moreover a Custom reasonable and fair and equitable in itself they did plead the Same to the Complainants Bill of Complaint and to the Cause of Acting therein Stated and did pray the full benefit thereof and Your Petitioner &c not waving their said Plea but fully relying thereupon for answer to the said Bill of Complaint or unto so Much thereof as they were advised was Material or Necessary for them to Make answer unto did say that they did not consider themselves indebted to the Complainant in any Sum of Money whatever and for further answer your Petitioner &c did say that they could not admit as the Complainant had stated that the Decree Mentioned in their Bill paſsed in the Manner therein Suggested for that Mr. George Proctor one of the Alderman before whom the Cause was heard did diſsent therefore and did enter Such his Diſsent upon the Minutes of the Honble Court an Extract whereof was to their said Answer Annexed Marked **B** and that the diſsent was remaining of Record in the Registry thereof and for the reason Stated in such diſsent as well as for other good Causes Your Petitioner &c had thought themselves much aggrieved by Such Decree and did lodge an Appeal therefrom in the Honble the Court of Appeals at Madraspatnam having first Obtained the full consent and Approbation of Joseph Maroot the Attorney of the said Zeptha Stephen in Writing agreeably to the Purport and intent of the Award Mentioned by the Complainants and which they have now in their Poſseſsion ready to be produced if Required —— Your Petitioner &c did further say that having so Appealed therefrom with the consent of the said Zeptha Stephans Attorney before such Appeal came on to be heard Miguel Johannes of Madras Merchant the Attorney of the Complainant Magdalena Applied to your Petitioner &c to Settle the Matter Amicably and to withdraw their Appeal and in Consideration thereof he proposed and undertook that he would himself indimnify and discharge your Petitioner &c from being further prosecuted

by

by the Complainant Magdalena or otherwise and Your Petitioner &c Acceding to his proposals on the Twenty Eighth Day of the Month of March One thousand Seven hundred and Eighty One an Agreement was entered into by the said Miguel Johannes as the Attorney and on the part of the Complainant Magadalena on the One part and your Petitioner &c as Administrators aforesaid on the other part in the words and figures following that is to say" Know all Men by these Presents that we the under written Miguel Johannes Attorney to Magdalena Gregorio and Seth Ter aviet and Sarad Cozamal Administrators of Gregorio Miguel do hereby Consent promise and bind our selves our heirs and Executors to do and perform on both Sides the undermentioned Agreement —— And further we do Consent and bind ourselves our heirs and Executors as also our Estates that whoever failes to do perform and fulfil their promise they shall be bound to pay forty thousand Pagodas to them that perform and Fulfil their Agreement —— Articles of our Agreement are these the said Mistreſs Magdalena Gregorio without Making any Doubt Shall Consent to all the Acts and Doings of the Administration of Meſsures Seth and Sarad from the begining to this day further She is to abide to the award of the Arbitrators granted on the Fifteenth August One thousand Seven hundred and Seventy Nine to the said Zeptha and Meſsures Seth and Sarad to which Award She is to sign and be expected on the said Estate of Gregorio Miguel Deceased as his Sister

Zeptha Stephan that is as much as Zeptha Stephan has got by the award of the Fifteenth August One thousand Seven hundred and Seventy Nine the said Magdalena to have at present the same without Interest and the Charges of the Court of Appeals to be on her account and after having one Moiety of the Estate of Gregorio on Ready Money and Outstanding a full Discharge or indemnification to be Signed and given as Customary to the said Meſsures Seth and Sarad —— We the said Seth and Sarad are to regard the Share for Inheritance of Magdalena Gregorio the same as that of the Deceased's Sister Zeptha Stephen and the half Share of the Estate of Gregorio Deceased either in Ready Money or Outstanding to be delivered at three Months from the Date hereof without interest and the Charges of the Court of Appeals laid out by us to be on our Account and we are to abide to the Award of the fifteenth August One thousand Seven hundred and Seventy Nine given on the part of Magdalena the Same as we abide to that of Zeptha Stephen —— Now we do quit Claim all and every New or Old disputes or Controversies —— The said Mistreſs Magdalena is to withdraw her Complaint and we the said Seth and Sarad are to withdraw our Complaints this Agreement only is to remain in force performing we at the time hereinfixed We have written two of this Agrement of the Same tenor and Date one of which I Miguel Johannes have Signed and Delivered to Meſsures Seth and Sarad and the other the Said Seth and Sarad have Signed and Delivered to Mr. Miguel Johannes Madras this Twenty third of March One thousand Seven

hundred

hundred and Eighty One Signed Miguel Johannes Attorney to ~~Mrs~~ Magdalena Gregorio — Witneſs Joseph Marcot and Edward Raphael — As by the said Bond in Yours Petitioners poſseſsion ready to be produced if Required Might fully Appear and trusting to the faithful performance thereof your Petitioners &c did withdraw their said Appeal and on the Day following that is to Say the Twenty Ninth Day of the said Month of March did pay into the hands of the said Miguel Johannes the Sum of Sixteen thousand and Sixty Nine Pagodas and upwards being the half part of the balance of their first Account and Received from the said Miguel Johannes a full Acquittance for the Same and he did insert in Such Acquittance an undertaking and promise that as Soon as he Should Receive the remainder he would give Your Petitioners &c a full and absolute indemnification of all Demands whatever of the said Magdalena or of any other person in her right or upon her account of or upon your Petitioners &c as Administrators of the said Estate or Otherwise however as by the said Acquittance Copy whereof was annexed to your Petitioner's said Answer Marked C Might Appear the Original whereof being in their Poſseſsion and ready to be produced when required and Your Petitioners &c in and by their said Answer did further Shew that about the Month of September One thousand Seven hundred and Eighty one they did in consequence of their Agreement tender to the said Miguel Johannes the half part of the said Account remaining in their hands upon his giving a full and Sufficient Discharge and indemnification Agreeable to his Two Agreements and Obligations above Mentioned which the said Miguel Johannes altogether refused — That upon the said Miguel Johannes refusing to give such indemnification and to receive the Money tendered your Petitioners &c did on the Nineteenth day of October following protest against the same thereby Making it plainly Appear that they had fully performed every part of their engagements but that the said Miguel Johannes had refused to perform his part of the agreement and was thereby become answerable for the consequences thereof as by the said Protest a Copy whereof was to their Said Answer — Annexed Marked **D** for the inspection Might More fully Appear — and Your Petitioners &c did further Shew that in such Manner Matters remained till some time in the Year One thousand Seven hundred and Eighty five when the Complainant the said Magdalena having arrived from Pondicherry to evince her litigious Disposition and in Order to vex and harrass Your Petitioners &c by a long and Expencive Suit exhibited and filed in the said Honble the Mayors Court in their Capacity of Kings Ordinary Certain allegations relative to the Accounts of the Estate which your Petitioners &c having answered and Many Witnesses having been examined thereupon the said Honble the Mayors Court were on the third Day of November One thousand Seven hundred and Eighty Seven pleased to dismiss the Same as altogether — Groundless and without any Cause as by a Copy of Such Decree to their said Answer Annexed Marked **E** Might More fully Appear —

That

That notwithstanding Such litigious and Vexatious procedure of the Complainant and whereby the said Miguel Johannes had broken his engagement and was by virtue thereof become liable to pay to your — Petitioners &c the penalty therein agreed on they were still ready to Settle the Matter with him in a friendly Manner whenever he would fulfil his part of the Agreement and required their attorney So to inform the said Miguel Johannes but the Complainant not Satisfied therewith had not only instituted the present Third Suit against them but had also prayed a Citation Against them befor the Kings Ordinary for the purpose of harrassing and perplexing them by long and Vexatious litigation —

Your Petitioners &c in and by their said Answer did further Shew that they were relations by blood and faithful Friends of the said Deceased during his life time and have since his Decease faithfully Administered his Estate to the amount of little more or less than three Lacks of Pagodas to the best of their ability and to the Satisfaction of the said Honble the Mayors Court who after every objection that could be brought Against their Accounts and the Most Minute investigation thereof Declared So by their Decree above taken Notice of — That they had entered into an engagement with the said Miguel Johannes on the part of the Complainant respecting the Subject of their present Complainant — that they had been ever ready were still ready faithfully to perform their part of their Agreement with the said Miguel Johannes and that at the time of his making the said agreement with Your Petitioner &c he was fully impowered So to do by the said Complainant — Magdalena and trusting thereto Your Petitioner &c withdrew their Appeal and paid a Considerable Sum of Money — they did also in their said — Answer Say and insist that the Complainants were intirely barred and foreclosed from their present Action or any Short of interference or enquiry into any Matters account or concern relating to the said Estate and that the Same was Transferred over and Vested in the said Miguel Johannes to whom alone they were accountable for the Same and with whom they were then and ever had been ready to account upon Receiving a full Discharge and indemnification from him agreeable to the Terms of this agreements and they would do — every Reasonable act that might be Required of them but they again repeated and insisted that they had nothing whatever to do with the Complainants or either of them or any other person whatever relative to their Demand upon the said Estate Except the said Miguel Johannes —

To which said Plea and answer of Your Petitioners &c the Complainants did on the Twentieth Day of January one thousand Seven — hundred and Eighty Nine file their Replication in which they did State that Your Petitioner &c had Submitted to the Decree of the said Honble the Mayors Court of the Ninth Day of August One thousand Seven Hundred and Seventy Nine by withdrawing their Appeal thereon and paying to the Attorney of the Complainant Magdalena the Sum of Sixteen thousand

Pagodas

Pagodas Two fanams and Sixty Cash in part Satisfaction of her claim under and by virtue of such Decree that the Complainants would prove that the said Miguel Johannes had taken infinite pains to arrange Matters with Your Petitioner &c and had Suffered great Vexation in his Fruitless — endeavours while acting as Attorney of the said Magdalena to accommodate matters amicably that your Petitioners &c had asserted in their said Answer much more than was warranted by the Exhibit which they annexed in Support thereof for they had said in their answer that the said Miguel Johannes did insert in the acquittance which he gave to them for the said Sum of Sixteen thousand and Sixty Nine Pagodas Two fanams and Sixty Cash an undertaking and promise that as soon as he should receive the remainder he would give them a full and absolute indemnification of all Demands whatever of the said Magdalena or of any other person in her right or upon her account of or upon them as administrators of the said Estate or otherwise howsoever as by the said acquittance Might appear Whereas the said Exhibit amounted in form or Substance only to a proper Receipt and Discharge for the Sum then Received and promised only such a Notarial indemnification as was usual that the Heir Should give to the administrators which was never refused by the said Miguel Johannes when acting as the attorney of Magdalena that the Complainants had been much harrassed by Your Petitioners &c in their attempts to Oblige the said Miguel Johannes to execute a proper writing of the tenor and purport in which they had so Construed the said receipt or discharge and that Your Petitioners &c had refused to accept the offer made Repeatedly by the said Miguel Johannes to execute such a Discharge or indemnification as is usual in the like Cases they Admitted that the said Miguel Johannes at the time Mentioned by your Petitioners &c in their Answer and while Acting as the Attorney of the Complainants Magdalena was served with a Protest to the purport stated by your Petitioners &c in their said Answer and did say that the said Miguel Johannes could not in Justice to his own conscience as Attorney as aforesaid Acquiesce in the unwarrantable requisition of your Petitioners &c to the prejudice of the interests of his Constituent they admitted also their having filed the allegations as stated by your Petitioners &c and the Decree thereon but said that it was not by Reason of the litigious conduct of the said Miguel Johannes or of the Complainants but because as the said Decree expressed it Appeared from the proceedings that the Account Current formerly Delivered into Court by your Petitioners &c as Administrators as aforesaid had been confirmed by the Award and Agreements entered into between the parties or their Representatives which said Agreement To wit the one of the 28th day of March in the said Year of Our Lord One thousand Seven hundred and Eighty one the said Miguel Johannes entered into with the Confident hope that by so doing he might effectually relieve his Constituent from any further Litigation or embarrassment with your Petitioners &c and they

denied

denied that the said Miguel Johannes had broke any engagements Whatever made by him on the part of the Complainants Magdalena with your Petitioners &c and that their only intention in the Citation they had prayed for was to Obtain Justice — That by the second Account Delivered into the said Honble the Mayors Court by Your Petitioners &c as Administrators to the said Gregorio Miguel and Sworn to on the Eleventh day of June which was in the Year of Our Lord One thousand Seven hundred and Eighty Two it Appeared that your Petitioners &c had paid on the third day of June which was in the year of Our Lord One thousand Seven hundred and Eighty One unto the said Miguel Johannes as the attorneys of the Complainant Magdalena the Sum of Sixteen thousand Sixty Nine Pagodas two fanams and Sixty Cash and that they had then in their hands the Sum of Five thousand one hundred and ninety five Pagodas Eight fanams and forty Cash as the half share of the Complainant Magdalena then unpaid as Appeared by an Account Current thereunto Subjoined and on reference to the said Account it Appeared that the balance in their hands on Account of the Complainants Magdalena is the Sum of Six thousand Seven hundred and Seventy Pagodas twelve fanams and forty Cash being the Same Sum for which the Complainant had then Sued together with the interest thereon from the Twenty Eighth day of June in the said Year of Our Lord one thousand Seven hundred and Eighty One being the d[illegible] which the performance of their said Agreement of the Twenty Eighth of March preceding ought to have been Carried into execution that by the first account Delivered into the said Honble the Mayors Court by your Petitioner &c they Acknowledge there were outstanding balance due to the Estate of the said Gregorio Miguel as followed to wit in Cash Twelve thousand Two hundred and two Pagodas Six fanams in goods at Sundry places Twenty Six thousand four hundred and Twelve Pags Twenty two fanams Making together the Sum of Thirty Eight thousand Six hundred and fourteen Pagodas Twenty Eight fanams whereof there did not Appear to have been credited in the said second Account more than the Sums which followed to wit the Sum of Eight thousand three hundred and Twenty four Pagodas fourteen fanams in part of the said Cash Balance and the Sums of five hundred and Seventy two Pagodas and Twenty fanams and Eight hundred and Seventy Seven Pagodas five fanams and forty Cash by Sales of Sundry goods and in a nota Bene to the said second Account Your Petitioner &c had said that they had no hope of Receiving the other Outstanding Accounts but were entirely silent as to the Goods at Sundry places the Remains whereof after deducting what was Sold as above state Amounted to More than Twenty five thousand Pagodas Wherefore the Complainant humbly Submitted that they had Just Cause to cite the Administrators for a further Account that although Your Petitioner &c had by all their

Protests

Protests and all their recorded Answers in the Honble the Mayors Court pretended to have the balances due to the Complainant Magdalena ready to be paid to her on her giving a proper a Discharge Nevertheless it Appeared that they have been obliged to apply three different times for further time to Deliver in their Remaining Accounts and such Remaining or third Account did not bring down the Balance of the said Account but makes a fresh account whereof the allowed Balance due to the Estate was no more than Two thousand One hundred and Seventeen Pagodas Eleven fanams and forty Cash while the said former Balance above stated Amounted to the said Sum of Six thousand Seven hundred & Seventy Pagodas Twelve fanams and forty Cash and no Notice whatever was taken in the said third Account of the Outstanding balances in goods

That in the said Agreement of the Twenty Eighth day of March which was in the Year of Our Lord One thousand Seven hundred and Eighty one and in the very accounts Delivered by your Petitioner &c on Oath to the Honble the Mayors Court the said Miguel Johannes was uniformly Styled the Attorney of the Complainant Magdalena to whom therefore it was Competent to take her Affairs Again under her own Management and to finish in person whatever had been left undone by her said Attorney

That your Petitioner &c did file their Rejoinder to the Complainant Replication and did therein positively deny that they were indebted to the Complainants in any Manner or in any Sum of Money whatever that Notwithstanding alledged by the Complainants that Your Petr &ca had already pleaded in a former Suit the same Matters and things respecting the Seperation of the Complainant Magdalena from her husband Gregorie Miguel which they had pleaded in Bar to the present Suit and that therefore they ought not to plead the same Again they did say and insist that they are fully Justified in so doing because the said Decree was never Confirmed but Appealed from and the present Suit is not pretended to be founded upon that Decree but upon the agreement which took place — Afterwards in Consequence of the Appeal and from the Apprehension of the Complainants that the same might be Reversed and as this Honble Court had power of Reversing the Decree of the Honble the Mayor's Court and do exercise that power When they see Occasion these Defendants might consistently with the Submission and Respect that was due to the said Honble the Mayors Court insist that the said Decree Might have been altered or Received and therefore the Complainants Ought not to insist — upon the same or any of the Proceedings on which the same is founded as a Bar to the present Suit and the more so as if it is a Bar to them it is also a Bar to the Complainants and they ought not to have brought the present Suit —— And Your Petitioner &c did also deny that they had in their former suit pleaded the same Matter as in the present for they had not the same proof to Support it that is to say the Certificate of

the

the Patriarch of their Church which they had annexed to their answer and the Determination of the Honble the Mayors Court Might be Supposed to have been given from the want of this proof as well as for any other Reason and Your Petitioners producing such proof they had no Doubt the Honble the Mayors Court would Consider their plea a Sufficient Bar to the present Suit and so Decree it According and they did also insist that Miguel Johannes the attorney of the Complainants Magdalena Fanthielles and many other Mediators for and on account of the Complainants applied to your Petitioner &ca requesting them to withdraw their appeal promising to agree with them in an equitable Manner and not to trouble them in future with unjust Demands Agreeing to receive out of the Estate of the Deceased Gregorie the Same Sum or Share as his Sister Zeptha — Stephen or her attorney had done and to give an indemnification to Your Petitioner &ca of the same Tenor and Substance as the Deceaseds Sister Zeptha or her attorney had done and that altho Your Petitioner &c fully trusted that the aforesaid Decree would certainly have been reversed in the Court of Appeals and that the ancient Customs of their Nation would be acknowledged the same having been fully confirmed by the Opinion and Dissent of Mr Gregorie Proctors and of their attorney Mr Charles Bromley Yet Nevertheless setting aside these avantages in order to prove their peaceable Dispositions and to acquiese in the repeated Solicitations of the Complainants —

attorney Miguel Johannes Your Petitioner &c had been contented to enter into an Agrement in the Month of March One thousand Seven hundred and Eighty one with Miguel Johannes Attorney for the Complainant Magdalena which Agrement was drawn up under a Penalty of Forty thousand Pagodas a Copy of which was annexed to your Petitioner &c said answer Delivered into and proved before the said Honble the Mayors Court and upon entering into the aforesaid Agreement your Petitioner &c had withdrawn their Papers from this Honble Court and according to the Tenor of the said Agreement — Your Petitioner &c had Delivered and paid into the hands of the Complainant Attorney Miguel Johannes the Complainant Magdalenas Share for which your Petitioner &c had taken the said Miguel Johannes's Receipt wherein it was — Specified that he the said Miguel Johannes was to receive the Remainder and to give your Petitioner &c a full Discharge and indemnification as would Appear by the Copy of his said Receipt annexed to your Petitioner &c said answer and which had been proved before the said Honble the Mayors — Court that in the said Agreement with Miguel Johannes Aforesaid it was Stipulated that the second Payment Should be made within three months from the Date of the said Agrement — Your Petitioner &c Ten days previous to the expiration of the limited time did make out and present the Second Account of the Estate to Mr. Joseph Marrooth Attorney of Zeptha Stephen Desiring him to communicate the same to Miguel Johannes requesting both the Attornies to attend with their Respective Discharges and —

indemnification

Indemnification and Receive their Remaining Dividends — the said — Joseph Marrooth did Shew the said account to Mr. Miguel Johannes who refused to see it saying it was the business of Mr. Joseph Marrooth and not of him the said Miguel Johannes Whereupon your Petitioner &c paid the said Joseph Marrooth and received a full discharge and Indemnification from him which had been already proved in Court and Wherein he says I Joseph Marrooth hereby agree and promise that if the said Magdalena should gain the Suit at the Court the above Mentioned Zeptha shall be omitted from the same and She shall pay half Costs of the Suit to Messrs Sett and Sarad and Likewise she shall retire therefrom and leave the Suit to them freely consenting thereto So that Messrs Sett and Sarad may proceed therein as they think proper either by Appealing or not as they chose the Suit is absolutely to have no dependance on her hereafter — Should Messrs Sett and Sarad gain or loose in the Appeal the profit or loss thereof is to be on their own account as by the Copy thereof Marked E to their said Rejoinder annexed Might Appear that soon Afterward Your Petitioner &c wrote to the said Miguel Johannes acquainting him of their having Settled with Joseph Marrooth agreable to the Tenor of their Agrement requesting him in like Manner to Settle with them and to receive an equal Dividend and to send Your Petitioners &c Similar Discharge and Indemnification which he the said Miguel Johannes had always refused to comply with whereby he had Effectually to all intents and purposes broke through his Agreement and Consequently incurred the Penalty thereto annext of Forty thousand Pagodas upon which your Petitioners &c were forced in the Month of Octobr one thousand Seven hundred and Eighty one to lodge a Protest against the said Miguel Johannes a Copy of which Protest was annext to your Petrs &c said Answer That your Petitioners &c had in the following Year One Thousand Seven hundred and Eighty two made a Second protest a Cop of which was to their said Rejoinder Annexed Marked G and that Affairs remained in that posture until the Year One thousand Seven hundred and Eighty five when the Complainant Magdalena Arrived from Pondicherry and entered into an unjust Vexatious & litigious Suit entirely Contrary to the Tenor of the agreement of her attorney by which he was become obnoxious to the Penalty therein made and she did there endeavour to injure Your Petitioners &c who were the near Relations o blood and affinity of her Deceased Husband Gregorio Miguel and in Answer to such unjust Suit so Commenced by the Complainant That Your Petitioners &c had given in their Answer Accompanied with such full Proofs Vouchers and other Evidences as fully to convince the said Honble the Mayors Court of the unjustness of the said Suit and occas them on the third of November One thousand Seven hundred and Eig Seven to pass a Decree in Your Petitioners &c favor whereby the Complainants Suit was thrown out of the Court with Costs of Suit Agreeable to the Copy of the Decree contained in Your Petitioners &c Answer and your

Petitioners

Petitioners &c did further say and insist that as they had withdrawn their Appeal in Consequence of the Agreement entered into by the Complainants Attorney Miguel Johannes by which She was precluded from intermeddling therewith they had nothing whatever to do with the said Complainant but that they always had been ready and still were ready to settle every Matter in dispute with the said Miguel Johannes and pay him whatever it Might Appear they were to pay him upon his making good his Penalty and giving them the same Discharge and Indemnification as the said Joseph Marrooth the Attorney of the Deceased's Sister has excepted and your Petitioners &c did also say and insist that the Account Current Annexed to the Complainants Bill of Complaint was untrue and very erroneous particularly in that part of it wherein the Complainant had ventured to Charge Interest of Twelve per Cent per Annum altho your Petitioners &c were ready to have paid the said Attorney long ago Conformable to their Agreement with him and they were still ready on the said Miguel Johannes's Acquiesing with his Agreement to give every Reasonable Satisfaction in their power Your Petitioners &c had kept Strictly up to the spirit and Letter of the Agreement which She had Violated in every part as by the said Decree of the Honble the Mayors Court under Date of the third November One thousand Seven hundred and Eighty Seven would Appear and thereto Your Petrs &c did beg leave to refer for Vouchers and Proofs thereof and trusted in full Confidence that the said Honble the Mayors Court would not Deprive them of the previledges granted to their Nation by his Britanic Majesty as well as by the Court of Directors and which had Constantly been Confirmed by the Several Succeeding English Governments in India and which previledge consisted simply and Solely in their being governed by their National Religions and Civil Laws and they did beg leave to observe that their Nation tho' dispersed and living under the Turkish Persian Moorish Russian English and other Governments had always obtained from all these several Powers the Previledge of living under their own Laws and Constitutions — Your Petitioner &c therefore humbly hoped that the British Nation the most enlightened would not deprive them of what more wild Savage and Barbarous Powers had never Yet pretended to do — And Your Petitioner &c did further say and insist that Notwithstanding any thing alledged to the Contrary by the Complainants the said Miguel Johannes has refused to give Your Petitioners &c the same Indemnification and Discharge as the said Joseph Marrooth who was the attorney of the other Claimant had given and they insisted that such Indemnification and Discharge was Such as was usual and reasonable and as they were entitled to receive and which had the Complainants really and honestly meant they Should be absolutely discharged they would have no Objection to their attorney the said Miguel

Johannes

Johannes executing but it was plain the Complainant did not really mean that Your Petitioner &c Should be discharged as well from their refusing it as from the then Suit and therefore they fully trusted the Honble the Mayors Court would not blame them for taking every precaution against such litigious Tempers as they had unfortunately to contend with Your Petitioner &c did Say that respecting the account which they had been cited to bring in and which they had accordingly Delivered into Court the same was just and true and they had Sworn to the truth thereof and were ready to prove the same though they were not at all Surprized that the Complainant instigated by that Turbulent Spirit of raising difficulties upon every Occasion which they had so repeatedly Manifested Should endeavour to discover some in the account they had Delivered in and they Supposed the Complainant Meant to make them the Object of some new Litigation to harrass and vex Your Petitioners &c and if it Should be so they Must Submit to it and appeal Again to the Justice of the said Honble the Mayors Court as they insisted and would at all times Maintain and prove that their account were fair just and in every respect unexceptionable — And Your Petitioner &c did further Say and insist that the said Complainant were bound and precluded by the power of attorney given to the said Miguel Johannes And the Agreement entered into by him in the Name of the Complainant Magdalena Gregorio from any interference herself with the Estate or with any

Demand whatever upon your Petitioner &c for though it is true that all delegated Powers may be recalled Yet that Cannot be when the Powers delegated have been Carried into Execution and a third party was Concerned as in the then Case no recall of the Delegated Powers could do away the Acts done while those Powers continued in force— And lastly Your Petitioner &c did Say that in every respect regarding the said Administration they had acted with fidelity Care and Intigrity and so as entirely to Merit and receive the Sanction and Approbation of the said Honble the Mayors Court and therefore they did not deserve the Language made use of by the Complainant in praying leave to refer the Court to the Shameful manner in which Your Petitioner &c had acted in their Administration though they were too well Acquainted with the Intemperate Language as well as actions of the Complainants to wonder at this expression Your Petitioner &c further Shew that upon the above Proceedings issue did join and Rules did pass for the Examination of Witnesses and that several Witnesses were examined Accordingly by both Parties those on the part of the Complainant instead of Supporting the Bill of Complaint and Replication either went into matter altogether impertinent or into such as was of no importance or as tended to Strengthen and Support the Defence set up by Your Petitioner &c— for your Petitioner &c humbly insist that the Principal and most important object to have been established by the Complainants was that your Petitioner &c had Refused to comply with the agreement of the Twenty Eighth March one thousand Seven hundred and Eighty one entered into between Miguel Johannes the Attorney of the Complainant Magdalena on the One part and your Petitioner &c on the other part because in Addition to its own force and Virtue it had Received the Sanction of the Said Honble the Mayors Court in their Capacity of Kings Ordinary on the third day of November One thousand Seven hundred and Eighty Seven— To this Point indeed the Complainants have in a very superficial and Apparently indifferent manner examined Two Witnesses but neither the one nor the other has deposed effectually and indeed it was impossible from the Tenor of the Interrogatory and from other circumstances that they could have so deposed— Edward Raphael to the Second Interrogatory Deposes that the Complainant Magdalena did make an Application through him to your Petitioner &c to Settle the Balance due to her Agreeable to their Own Account Amounting to the Sum of Six thousand Seven hund and Twenty Pagodas twelve fanams and half Cash given into the said Honble the Mayors Court of the Twenty first Day of September One thousand Seven hundred and Eighty One and that on Receipt of the said Sum of Six thousand Seven hundred and Seventy Pagodas twelve fanams and half Cash the Complainant Magdalena did propose to give your Petitioner &c a full discharge and Indemenification for the same If the Demand was ever made as this Witneſs pretends it was in its nature absurd and rediculous and ought to have been treated as an impertinent intrusion for he does not Shew that he was invested with the Neceſsary powers of the Complainant Magdalena to negociate with your Petitioner &c a Matter of so much consequence and which he certainly Should have done but on the Contrary he says in the same Deposition that the Complainant Magdalena had proposed to invest him and Shamier Sultan with discretionary Powers to settle with Your Petitioner &c which they rejected — However the Matter of fact is that the Complainant had in herself no right to make any demand on your Petitioner &c relative to the Estate of the said Miguel Gregorio deceased and consequently could not delegate a Power for that purpose to others — The said Miguel Johannes having under the powers she had granted him as her attorney entered into the said Agreement of the Twenty Eighth March one thousand Seven hundred and Eighty one with Your Petitioner &c by which She became totally precluded from any interference in the Estate of the said deceased and in course from making any Demand thereon For although it is certain that a Delegated Power may be recalled yet any act done under such Powers in which a third person is concerned must remain unalterable in full force and virtue as in the case of Arbitration where the Bonds have been executed by the attornies of one of the Parties the award of the —

Arbitrators

arbitrators will be binding on the constituent although he should disapprove of the act of his Attornies and although it Should appear that such an act was very contrary to his Interest so that the Deponent Raphael had no Authority to ask or demand from your Petitioner &c any Sum of Money arising from the Estate of the said Miguel Gregorio — Deceased or to interfere in the several Matters and things contained in the said Agreement of the twenty Eighth of March and therefore could not have given your Petitioner &c any full or other legal discharge or indemnification respecting the same for such act remained solely with the said Miguel Johannes

Shamier Sultan to the Same Interrogatory

Deposes that the Complainant Magdalena did make application through Edward Raphael to your Petitioner &c to pay the amount then due to her from the Estate of Miguel Gregorio but does not know whether according to the Decree of one thousand Seven hundred and Eighty Seven or the Agreement of Miguel Johannes of the Twenty Eighth March one thousand Seven hundred and Eighty one so that the Depositions of the said Edward Raphael and the said Shamier Sultan as far as they relate to the Matter of refusal on the part of your Petitioner &c to perform their part of the said Agreement or that any proper Application was ever made to them for that purpose are futile absurd and

Nugatory Equally absurd futile and Nugatory is the Deposition of Shamier Sultan to the third Interrogatory which is Meant if it has at all any Meaning at all to give strength to the Depositions taken on the Second Interrogatory abovementioned —— He says that Edward Raphael did propose through him the Deponent that if your Petitioner &c had any Apprehension of any Demand Appearing against them as Administrators they Should give their Bond for the Balance they allowed to be due to the Complainant Magdalena payable in three Years with Interest Subject to such demand if made within that Period or if they objected to give their own Bond that they Should purchase Companys Bonds with the amount Balance and keep those Bonds in their own hands in trust for the said Magdalena and to pay the Interest in the Mean time to her Here the Party who appears as the Ostensible negociator is Edward Raphael who no where in Evidence appear to have been nor was he a party interested in the said Estate of the said Miguel Gregorio or who had any Claims on your Petitioner &c as Administrators thereto Nor does he appear in Evidence to have received any legal power and authority to negociate with your Petitioners &c or to interfere with the Estate of the said deceased as such power and authority could have been granted by Miguel Johannes only whom the Complainants do not pretend ever did apply to your Petitioner &c in any wise or upon any account Relative to the said Estate of the said Miguel Johannes deceased Subsequent to the Decree of the said Honble the Mayors Court of the

Third

Third November one thousand Seven hundred and Eighty Seven so that the said Edward Raphael had no right whatever to dictate to your Petitioner &c the Manner in which they Should act as administrators Your Petitioner &c had given the Security required for the due performance of the trust reposed in them and if they acted improperly therein they were amenable to the Laws under which they had obtained Letters of Administration and therefore even had the applications been made and the Proposals offered as pretended by Shamier Sultan and the said Edward Raphael Your Petitioner &c would have been highly blameable under the Conviction they had been impressed with and they speak from Record of the litigious and Arbitrary conduct and the artful oppressive disposition of the Complainant Magdalina to have entered into any discussion on the affairs of the said Estate with her Brother Edward Raphael or anyone employed by him as your Petitioner &c Must have been fully persuaded that any attempt to draw them into such discussion Must have been made to promote sinister purposes because their hands were tied up by the agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one and by the Conditions Covenants and Provisos therein Contained and by the Decree of the Honble the Mayors Court in their Capacity of Kings Ordinary of the third of November One thousand Seven hundred and Eighty Seven which more Effectually confirmed such Agreement and they were therefore not at liberty to treat with any other person than

Miguel Johannes with whom they were at all times ready and willing to come to a final Settlement of the Affairs of the said Estate of the said Miguel Gregorio on his giving a proper Indemnification But the Complainants as it Should seem being themselves sensible of the impoſsibility to affect Your Petitioners &c in that part of their Conduct which by the said agreement they were responsible to the said Miguel Johannes and to him only endeavour to lead the Judgment from the real state of the Case and by going into Statements that to give them their full force can be considered as tending to the Accomplishment of secondary Objects render complex and difficult what otherwise would have been plain and simple and in this light Must be considered the Deposition of Miguel Johannes who to the fourth Interrogatory deposes that when he signed the Agreement of the Twenty Eighth March One thousand Seven hudred and Eighty One he Admitted Several Sums which Appeared to have been improperly debited to the Estate of the said Deceased in the Expectation of a final Settlement with your Petitioners &c and that he has never since he was first authorized to act as the attorney for the Complainant Magdalena Avoided any conference or Meeting with your Petitioners &c which Might have tended to a Settlement of Accounts with them but That on the contrary he has been at great trouble and taken great pains to bring them to a Settlement of Accounts with the Complainant Magdalena had the said Miguel Johannes deposed that he had demanded from Your Petitioners &c any Balance due

to

to the Complainant Magdalena under and by vertue of the said agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one and that agreable to the Spirit thereof and the true intent and Meaning of the Parties thereto he offered to give such indemnification as had been required from him by your Petitioner &c in order to keep them harmleſs in the Premises as administrators to the Estate of the said Gregorio Miguel deceased and such as for the same purpose and under a Similarity of Circumstances had been granted by the Attornies of Zeptha Stephen the Coheireſs with the Complainant Magdalena Had the said Miguel Johannes so deposed and further that your Petitioner &c had Refused to accept of such Indemnification and thereon to pay any Balance that Might have Appeared due to the Complainant Magdalena then indeed he would have deposed to the Matter in question and this he no doubt would have done had it been in his power so to do but as he could not do so for no Indemnification of such nature was ever offered by the said Miguel Johannes & Consequently no Refusal could have been or ever was made to receive the same by Your Petitioner &c he has Consistently with the Views of the Complainant prudently paſsed it Over and Speaks only of taking great trouble and having been at great pains to bring your Petitioner &c to a Settlement of Accounts with the Complainant Magdalena without shewing how and in what Manner so that a Court of Equity might have Determined how far such trouble and pains were or were not opposite whether your Petitioners &c. ought or ought not to have been influenced thereby so as to have come to the Settlement pretended to have been desired by the said Miguel Johannes — Exactly in the same predicament is the Assertion the said Miguel Johannes Makes of the Conduct of your Petitioners &c. and the Opinion he gives relative to the Damages he pretends the Complainant Magdalena will have sustained on account thereof for although he says such Conduct has been Vexatious evasive and unjust he does not Shew the Grounds upon which his Assertion is founded and Notwithstanding he conceives the Complainant Magdalena to have been injured by your Pets. &c. in the Sum of Fifteen thousand Pagodas exclusive of the present suit yet he gives no reason for such his Opinion nor does he go into any particulars nor offer any statement by which it May be determined how far such Opinion might or might not be just or equitable — Equally insufficient evasive and impertinent is the matter Setforth in the Deposition of the said Miguel Johannes to the last Interrogatory where he says the Complainant Magdalena did through Shamier and other Armenian Gentlemen propose to your Petitioners &c. that they Should pay to her the Balance of their accounts and that she would Sign such Discharge as the Law would Authorize for even had such a proposal been made by any Armenian Gentlemen to your Petitioners &c. they would not under the several Considerations already Setforth have paid any Attention to them and this the said Miguel Johannes well knew because that he himself

himself was the Person and he only with whom your Petitioners &c. could settle Accounts and from whom they could receive not a discharge as he pretends the Complainant Magdalena proposed to give but a full and ample Indemnification that might keep them harmless of all future Demands and consequence that might arise or accrue from such Settlement of Accounts.

The next Witness produced on the part of the Complainant is Joseph Marrooth who to the fifth Interrogatory deposed from hearsay that your Petitioners &c. are of a very litigious disposition & that he has heard his deceased father say he had much trouble to get them to Settle Amicably the Accounts of the Estate of the said Deceased — that the Complainant Magdalena has been much vexed by them — and that they carried on a dispute in this Hon'ble Court contrary to the Opinion of his late father which Opinion Your Petitioners &c. conceives and thereon humbly insists nothing can be more improper or more impertinent the said Joseph Marrooth Might have heard the Complainant Magdalena and her Brother Edward Raphael and her Attorney Miguel Johannes Three of the most inveterate of your Pets. &c. Enemies declare that your Petitioners &c. were of very litigious Disposition and yet without any of the least Foundation in truth and if it really was as the said Joseph Marroot has stated by which your Petitioners &c. to Settle Amicably the accounts of the Estate of the said Deceased

Gregorio Miguel it is not from thence to be presumed that your Petitioners &c were Actuated by any other than the most Honble motives they were administrators and were therefore in duty bound to do the best for the Estate of the deceased and the Creditors and heirs Claiming thereon they were also Responsible for any improper Conduct and they therefore owed a duty to their own Safety So that it was incumbent on them to act with every caution and — Circumspection and as the said Joseph Marrooth Shews by implication that they at last did settle amicably he affords the strongest proof that when convinced by argument and Secured from dangers they entered into the accommodation proposed — with respect to the vexation the Complainant Magdalena may have experienced Your Petitioners can only Say that Most People are vexed when they cannot gratify their wishes or Accomplish their Designs and none so much as those who are actuated by unjust or improper motives the Complainant Magdalena therefore might often have been Vexed and it Appears from the proceedings in the present contest that the greatest part of her life Previous to the Death of her Husband the said Gregorio Miguel Deceased had been Seases of Vexation and Yet it does not follow that the Conduct of your Petitioners &c was improper or that they Should have Sacrificed their own fortunes and liberty — Merely to keep her in good humour and although your Petitioners &c — Should have Carried on a dispute in this Honble Court contrary to the Advise and Opinion of the said Joseph Marrooth's Deceased father Yet they

they might have been perfectly in the right in So doing unless he had shewn his father to have been infallible — The fifth and last evidence on the part of the Complainant is Henry Dupuy who to the Sixth Interrogatory deposes that Edward Raphael did declare to him soon after the hearing of the last Cause and when he was proctor for your Petitioners &c that his Sister the Complainant Magdalena was ready to receive the Balance due to her and give your Petitioner a full discharge — Your Petitioners &c have already Shewn that the said Edward Raphael does not any where in Evidence appear to have received any Legal Authority or been duly empowered to take any part in the Affairs of the Complainant Magdalena in Relation to the Estate of the said Gregorio Miguel deceased and that if he had Received Such authority or power Your Petitioners &c. could not have transacted any Business with him as Administrators of the said Estate on account of the said Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one and by which Agreement his Sister was also precluded from any — interference with your Petitioners &c So that whatever the said Edward Raphael Might have declared to the said Henry Dupuy in regard to his Sisters readiness to receive any Money from your Petitioners &c with Submission cannot be regarded but as wholly insufficient and nugatory and under ~~under~~ every Consideration even on the Supposition that the Complainant Magdalena had a right to interfere with your Petitioners &c as Administrators to the Estate of the said Gregorio Miguel Deceased

Yet the discharge which the said Edward Raphail had declared She was ready to give however ample could not have been Sufficient for your Petitioner &c nor was it such Security as the Law prescribes in Similar Cases because independent of the discharge from the Heir to the Administrator in proof of the Final Settlement between them it is also necessary that the Administrator Should receive from such Heir an Indemnification to keep him harmless of and from any Consequences that might insue thereon either from unknown or unexpected Demands of Creditors or from the pretentions of other persons to a participation in the Estate of the Deceased —— and here your Petitioner &c begs leave to observe that although the Complainants have often spoken of Discharges they have never mentioned an offer of an Indemnification to your Petitioner —

Your Petitioner &c further Shews that the Witnesses produced on the part of Your Petitioner &c did clearly and distinctly and in a full and ample Manner Maintain and Support the Several matters and Things Setforth in their Plea and answer to the Complainants said Bill of Complaint and first in Order to Establish the Statement in their said Plea contained that the Armenians are Governed by their own Laws and Customs and that Such Laws and Customs have been acknowledged and Confirmed to them by the Honble the East India Company Your Petitioner &c did produced several Witnesses Jacob Pattume Sarquis Satoor Gregorio Catchick Shamier Sultan and Aratoon Carapet to the Second Interrogatory Depose that the Armenians tho living in a foreign State are Subject to their

own

own Laws and Customs particularly in ecclesiastical Matters and that they are obliged to conform thereto and that Such Laws and Customs have prevailed for a great length of Time and have been Acknowledged and conformed to them by the Honble Company and in Order to shew that when a Married woman Seperates herself from her husband and lives apart from him at the time of his death and for any Considerable time previous thereto that She is in no wise Intitled to any part of the Estate he may die possessed of your Petitioner &c did produce episcopal Decree or canon of their Patriarch and did prove the same by the Depositions of Shamier Sultan — Sarquis Satoor Jacob Pettum and Gregorio Catchick to the Sixth — Interrogatory —— And Shamier Sultan Sarquis Satoor and Gregorio Catchick further Deposing to the same Interrogatory Say that the Patriarch has aright to give Such Decretal order and that he derives his authority from his Station and which Episcopal Decree or canon so — established Shews that when a woman Seperates from her Husband he may take from her even the Cloaths on her back and further to Strengthen and Confirm the Same Gregorio Catchick to the Fifth Interrogatory Deposes that it is enjoined by the Laws prevailing amongst the Armenians of Madras that when a Married woman lives Apart from her husband at the time of his Death She is totally excluded from any right title or Claim upon the Estate he may be possessed of and that She is disregarded and not considered as his Wife Your Petitioner &c did then produce several

Witneſses to prove that the Complainant did live Seperate and apart from her Husband residing at Pondicherry under the protection of the French Flag untill his Death and for many Years previous thereto to this point your Petitioner &c did examine Jacob Petrus Miguel Johannes Gregorio Catchick to the Second and third Interrogatories and it also appears in Evidence that the Complainant Magdalena on leaving her Husband the said Gregorio Miguel did Carry with her the Cloaths and Jewels which were her property previous to her Marriage and returned to the said Gregorio Miguel Such as She has received from him Subsequent thereto and it likewise Appears in Evidence that She did in consequence of such Seperation from her said Husband change her Name from Magdalena Miguel to that of Magdalena Raphael It has further Appeared in Evidence that Your Petitioner Sarad Coja Maul was the Nearest of Kin to and that the said Deceased Seth Aviet was the Confidential Friend to the said Deceased and your Petitioner &c further Shew that Your Petitioner &c did in their said Plea and Answer upon Oath fully confute the Charge of the Complainants Setforth in their said Bill of Complaint insinuating that contrary to an expreſs Restriction contained in the award herein before Mentioned your Petitioner &c had Appealed from a Decree of the said Honble the Mayors Court to this Honble Court and Your Petitioner &c did so confute Such Charge by Shewing in their said Answer and otherwise that they had Agreeable to the provise in the said Award Made Obtained from the

proper

proper persons liberty to Appeal from such Decree and in order to shew in opposition to the Complainants that your Petitioner &c were aggrieved by such Decree they did refer to the Deſsent of Mr. Alderman Porcher thereto and to which Deſsent your Petitioner &c begs leave to refer this Honble Court as it particularly expreſses Laws manners and Customs of the Sect to which your Petitioner &c belongs and as an additional proof that your Petitioner &c were aggrieved by the said Decree of the said Honble the Mayors Court and that such Decree might have been reversed in this Honble Court they did in their said answer upon Oath declare that the said Miguel Johannes the Attorney of the Complainant Magdalena did Apply to them and request and intreat they would withdraw their said Appeal and Settle the Matter Amicably and that in Consideration thereof and of the said Miguel Johannes proposing and undertaking that he would himself indemnify and Discharge them from being further prosecuted by the Complaint Magdalena they did consent Your Petitioner &c further Shews that they did in and by their said Answer upon Oath pointedly and fully confute every Matter and thing charged and Setforth by the Complainants in their said Bill of Complaint charged and Setforth and Amongst other things did particularly Substantiate that they were Always ready to fulfill the terms of the said Agreement of the Twenty Eighth March One Thousand Seven hundred and Eighty One with the said Miguel

Johannes and that in Consequence they did tender the Amount in their Hands and require him to receive the same and give the requisite — indemnification Agreeable to the true intent and Meaning of the said Agreement and in the same Manner as the Attorney of the said Zeptha Stephen had given as Appears by the protest Annexed to your Petitioner &c said Answer and thereby referred to but your Petitioner &c did shew that the said Miguel Johannes did refuse to comply with such Application and Request of your Petitioner &c and did refuse to perform his part of the said Agreement as in Justice he ought to have done and your Petitioner &c did — thereon protest Against the said Miguel Johannes and hold him responsabl for such his conduct as is fully Setforth in such Protest and to which Your Petitioner &c craves leave to refer and that to demonstrate how ve Much your Petitioner &c had the Settlement of Accounts of the Estate the said Gregorio Miguel at heart they did state in their said Answer that after the Complainants had lost their litigious suit instituted by them Against Your Petitioner &c in the said Honble the Mayors Court as above Mentioned a Decree going Against the Complainant with Costs of Suit and which Decree as hereinbefore repeated and a the Complainants in their said Bill of Complaint confess ratified and — confirmed the said agreement of the Twenty Eighth March one thousand Seven hundred and Eighty one your Petitioner &c Notwithstanding such Decision in their favor and Notwithstanding the litigious — Vexatious and unjust Conduct of the Complainants were still solicitous to settle the Matter with the said Miguel Johannes under the said Agreement provided he would perform his part thereof and which is proved by the said Protest Annexed to your Petitioner &c said answer and by the Deposition of Henry Dupuy and Vencatachelum to the Tenth Interrogatory and the said Henry Dupuy to the last Interrogatory enters particularly into a — narative of the several Circumstances matters and things that had occurred or taken place To Wit That he was attorney at Law on the part of Your Petitioner &c at the Suit of the Complainant Magdalena then named Magdalena Gregorio Miguel commenced some Years ago for the recovery of her destribution share of the Estate of Gregorio Miguel Deceased as Widow of the Deceased that Your Petitioner &c Appealed from the Decree of the Mayors Court in favor of the said Magdalena that whilst the said Appeal was depending before this Honble Court an Accommodation was proposed by the friends of the Parties which Afterwards took place that one of the terms of Accommodation was that the said Appeal Should be withdrawn and that the said Miguel Johannes Should give a release and discharge for the distributive share of Complainant Magdalena upon the Balance of the first Account of the Estate of Gregorio Miguel Deceased which had been delivered into Court by your Petitioner &c and likewise give an — indemnification and discharge on behalf of the Complainant Magdalena for her Share of the Second Account Current which the said Henry Dupuy believed made part of the present claim of the Complainant shew your Petitioner &c did deliver into the said Honble the Mayors Court the said second account Current and a Copy thereof to the said Miguel Johannes that the distributive share of the balance whereof Coming due to the said Magdalena Gregorio Miguel did to the best of his Remembrance amount to about the Sum of Five thousand and Eighty hundred Pagodas which Sum the said Henry Dupuy says he did on the part of your Petitioner &c frequently tender to the said Miguel Johannes as attorney to the Complainant Magdalena upon his giving Indemnification for the same and that he the said Henry Dupuy did draw out two Protests on behalf of your Petitioner &c touching the said Balance demanding therein an Indemnification and discharge as aforesaid that he the said Henry Dupuy had frequently previous to the said Protests and since been present when your Petitioner &c had Opened a Chest werein were several bags of Pagodas which he was assured did contain the aforesaid Balance tendered by them and which he doth verily believe was the Money set a part for that purpose and your Petitioner &c further shew that although there cannot be stronger proofs than those already advanced to demonstrate that your Petitioner &c were ever ready and Anxiously desirous of performing their part of the said Agreement of the Twenty Eighth March one thousand Seven hundred and Eighty one Yet in Order to give every possible information to this Honble Court and at once to

Shew

shew that honest up right intention and the Vexatious and improper conduct of the Complainant Your Petitioner craves leave to state that to the Ninth Interrogatory Aratoon Carpat and Gregorio Catchick depose that Your Petitioner &c were ever ready and did shew a strong Desposition to give to Miguel Johannes every Satisfaction he Might require on his fulfilling the terms of the said Agreement and this is partly corroborated by the Deposition of Vencatachellum and Philipos to the last Interrogatory. Nor does the said Miguel Johannes himself deny that your Petitioner &c ever ready to settle every Account with him on his giving the Necessary Indemnification for he says to the Ninth Interrogatory that Your Petitioner &c insisted on his giving such an Agreement as they Should produce the terms of which he says were not conformable to the former one and indeed this is the real truth because the former one for the Sum paid to him by your Petitioner &c on Account of the Complainant Magdalena was Simply a receipt Containing a Covenant to give a release when the Balance then remaining Should be paid and Edward Raphael with all his Zeal to serve the Cause of his Sister the Complainant Magdalena not able to speak in Opposition to the tenor of the Ninth Interrogatory evades a direct Answer and Deposing thereto says that in the Year One thousand Seven hundred and Eighty One Miguel Johannes was ready to grant the Customary discharge which was at that time actually drawn up by Mr Popham who together with Miguel Johannes Carried to the House of your Petitioners &c that the said Deceased Seth Aviet Refuses to accept it insisting on having the Discharge Made out in the Armenian Language and on their Own Terms the said Edward Raphael has in his Deposition to the several Interrogatories exhibited to him carefully avoided entering into matters Subsequent to the Year One thousand Seven hundred and Eighty Seven and takes no Manner of Notice of the protest served on the said Miguel Johannes by your Petitioners &c for Refusing to receive the Balance and in Conformity to the said Agreement of the Twenty Eighth of March One thousand Seven hundred and Eighty One grant them an Indemnification therefor such as had upon similar Circumstances been granted by the Attorney of the other joint heiress Zeptha Stephen and Your Petitioner &c humbly insists that had the Conduct of the Complainant and the said Miguel Johannes been fair and honorable the said Miguel Johannes would have granted such an Indemnification to your Petrs &c but as he refused so to do and as he was Aided in Such his Refusal by the Complainants thereby Committing a breach of the said Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty One Which the Complainants themselves confess to have been Ratified and Confirmed by the Decree of the said Honble the Mayors Court of the third of November one thousand

Seven

Seven hundred and Eighty Seven it is beyond a Doubt that a confederacy was formed against Your Petitioner &c to injure their fortunes and Subject them to the worst of Consequences Your Petitioner &c has Shewn that in asking the Indemnification to which your Petitioner &c were entitled from the said Miguel Johannes they acted Merely from prudential Motives under the Idea that without such Indemnification Neither liberty Nor property would be Secure and Circumstances have since Confirmed the fears they then entertained for by the Decree of the Patriarch hereinbefore referred to it Appears that the Complainant Magdalena is not entitled to any part of the Estate of the said Gregorio Miguel Deceased so that your Petitioner &c May be called upon for the Money they have already paid to the said Miguel Johannes on her account Your Petitioner begs permission humbly to insist that they have proved and the Complainant Tacitly confessed for they have entered into no proof to the Contrary that your Petitioner &c did frequently tender to the said Miguel Johannes the Balance Remaining in their Hands of the Estate of the said Gregorio Miguel Deceased and Agreeable to the true intent and Meaning of the said Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty One demand an Indemnification on the final Settlement of the Accounts with him as the Attorney of the Complainant Magdalena and your Petitioner &c as Administrators as aforesaid all the Complaint alledge is that the Agreement which your Petitioner &c required was such as the said Miguel Johannes would not give them but Your Petitioner &c humbly conceives such reasoning is false and absurd for that let the Indemnification required have been ever so strong it was still no more than an Indemnification and could not be applied to any other purpose than merely to keep your Petitioner &c harmless on account of the Monies they had paid to the said Miguel Johannes for the Complainant Magdalena and therefore the said Miguel Johannes had no right to refuse it nor the Complainants thereon no pretext whatever to harrass your Petitioner &c with the present Suit the attornies of the said Zeptha Stephen gave such an Indemnification and received her proportion and the Most Amicable Settlement took place between the parties Your Petitioner &c crave leave to add that even altho they had not examined one of the Numerous evidence your Petitioner &c had produced their Answer upon oath was of itself sufficient to set aside the Complainants said Bill of Complaint for the Law requires two Witnesses in Support of a Bill of Complaint to do away ofthe answer of a Defendant and which the Complainants have Neglected to produce and this upon every Ground Your Petitioner &c humbly hope it will so Appear to this Honble Court that the present action is brought against them without any Cause whatever but on the contrary that had the Complainants Acted Agreeably to Equity and Good Conscience they

might

might have finally Settled their accounts with your Petitioner through the Means of the said Miguel Johannes at the same time and in the same amicable manner as the attorney of the said Zeptha Stephen Settled her Account with them

Your Petitioner &c Shews that the said Cause came on to be heard on the Eleventh day of the Month of December which was in the Year of our Lord one thousand Seven hundred and Eighty Nine before the said Honble the Mayors Court who was pleased to order and Decree and did Accordingly Order and Decree that Your Petitioner &c Should pay unto the Complainants the Sum of Twelve thousand Six hundred and Ninety four Pagodas fourteen fanams and half Cash together with all such Interest as then was or Should thereafter become due thereon also all Costs of Suit as appears by the said Decree whereof a Copy is hereunto Annexed to which your Petitioner beg leave to refer and prays the same May be taken as part of this his Petition and Appeal the Original whereof being in your Petitioners Possession and ready to be produced at the hearing by which Decree of the said Honble the Mayors Court your Petitioners conceive themselves Much aggrieved and did therefore Appeal this Honble Court the Court of Appeals at Madraspatnam for following amongst other Reasons

First Because there is manifest Error and irregularity in the said Decree of the Honble the Mayors Court and a Departure from an established doctrine in the Law of Evidence for where there is only on Witness produce againgst a Defendants Answer no Decree can be given for the Complainant 3 Chan: Cases 123 and 2 Vern: 161 and your Petitioner &c in their said answer on Oath declared that the said Miguel Johannes never did demand from them the Payment of any Balance due to the Complainant Magdalena According to the agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one Nor offer to execute an Indemnification on Account thereof in the usual way and it does not Appear that the Complainants have examined even a Single Witness in opposition thereto altho the Complainants in their said Bill of Complaint charge that such Demand and such Offers were made and in fact it would seem to be part of the Ground on which they have brought their present action Edward Raphael indeed Examined on the Part of Your Petitioner &c says something of a discharge drawn up by Mr Popham and Offered to your Petitioner but he says nothing of an Indemnification nor in fact any thing Material as to the discharge and if he did as he is not very correct in other parts of his Disposition he might have been equally erroneous in this so that under the Reasons now Shewn Your Petitioner &c humbly conceived a Decree ought not to have been granted in favor of the Complainant

Secondly **Because** the action is brought for the Non performance of an Agreement entered into between your Petitioner &c as Administrators of the

the

the Estate of the said Gregorio Miguel and Miguel Johannes as attorney for the Complainant Magdalena and which the Complainants themselves confess was ratified and Confirmed by a Decree of the Hon^ble the Mayors Court of the third day of November One thousand Seven hundred and Eighty Seven and it does not Appear that the Complainants has brought a Single Witness to shew how and in what manner Your Petitioner &c had Neglected to perform their part of such Agreement on the other hand Your Petitioner &c did shew as well by their answer upon Oath as by the Protest to the said answer Annexed and also by the Depositions of several Witnesses as appears by their Depositions hereinbefore referred to that they were ever ready to perform their part of such Agreement that they had frequently called on the said Miguel Johannes to perform his part thereof by receiving from them their Balance in their hands remaining of the Estate of the said Gregorio Miguel Deceased and in conformity to the true intent and meaning of the said Agreement Executed to your Petitioner &c an Indemnification but that he repeatedly refused so to do and thereby himself committed the breach of the said Agreement and not your Petitioner &c or the said Seth Aviett

Thirdly **Because** your Petitioner &c declared in and by their said Answer and further established the same by the Testimony of credible Witnesses that they ever had been and then were Ready to settle accounts finally with the said Miguel Johannes under the said Agreement of the Twenty

Eighth March one thousand Seven hundred and Eighty one and that the Complainants themselves through the said Miguel Johannes were the only People who presented it that your Petitioner &c had made frequent tenders and had used their utmost Endeavours to accomplish such Settlement and that further in Order to Oblige the said Miguel Johannes thereto they had Solemnly Protested against him that they always adhered Strictly to the terms of the said Agreement and that all they had ever required and which was inconformity to the said Agreement was an Indemnification from the said Miguel Johannes to keep them harmless in the premisses in the same manner as it had been granted to them by the attornies of the said Zeptha Stephen and therefore from the fullest Demonstration of such honest Intentions and upright motives in your Petitioner &c Your Petitioner &c humbly conceived the Honble the Mayors Court ought not to have given a Decree in favor of the Complainants who evidently have endeavoured to take advantage of their own Wrongs

Fourthly Because Your Petitioner &c had Shewn that by the Laws and Customs of the Armenians and by the Episcopal Decree or Cannon of their Patriarch and the Depositions in Support thereof that the Complainant Magdalena is not entitled to any part of the Estate of her said Husband Gregorio Miguel Deceased and that therefore your Petitioner &c May be again called upon the account with them for what they have already paid to the said Miguel Johannes on her account a Circumstance which in a manner proves

that

that the said Miguel Johannes Must have acted from a Knowledge thereof in refusing to come to a final Settlement with or give the Indemnification required to your Petitioner &c and which it is presumed Must fully Justify the Caution and Circumspection with which your Petitioner &c have acted and as they humbly conceives ought to have induced the Honble the Mayors Court instead of granting a Decree in favor of the Complainant &c to have dismissed the said Bill of Complaint with exemplary Costs on the unjust and litigious grounds upon which it was brought

Fifthly Because the litigious and Vexatious Conduct of the Complainants led them wantonly and unjustifiably to harrass and distress your Petitioner &c by instituting a Suit against them in the Honble the Mayors in their Capacity of Kings Ordinary praying to Setaside the said Agreement of the Twenty Eighth March One thousand Seven hundred and Eighty one and that as Such Suit was dismissed with Costs and as they bring their present action upon That very Agreement which they had So prayed Might be Set aside and as such Agreement was ratified and Confirmed by the said Decree which is dated the third day of November One thousand Seven hundred and Eighty Seven Your Petitioner &c humbly conceived that the said Honble the Mayors Court ought not to have granted in the favor of the Complainants the Decree from which your Petitioner &c their Appealed

And Lastly Because that since the Execution of the said Agreement of the Twenty Eighth of March One thousand Seven hundred and Eighty one

circumstance

Circumstances have so varied with respect to the Situation of the Affairs of the said Gregorio Miguel Agreeable to the Last account delivered into the Honble the Mayors Court by your Petitioner &c as administrators thereof pending the present Suit and taken notice of the Complainants said Replication that the Balance then in the hand of Your Petitioner &c and belonging thereto did not amount to more than the Sum of Two thousand one hundred and Seventeen Pagodas and this Circumstance whilst it furnishes Sufficient Evidence to Shew that the Indemnification so frequently demand by your Petitioner &c and so often refused by the said Miguel Johannes was most essentially Necessary to their Safety or that otherwise they never would have been Secured against any future demands Made on the said Estate but Must have paid the Same out of their own Pockets it was at the Same time the most Cogent reason and the most legal and equitable Argument why the Mayors Court Should not have granted a Decree against Your Petitioner &c for the Sum of Twelve thousand Six hundred and Ninety four Pagodas Fourteen fanams and half Cash as the half Part of the Balance principal and Interest in their hands belonging to the Estate of the said Gregorio Miguel Decead when by the said last Account Delivered in by your Petitioner &c upon Oath the whole Amount thereof remaining in the Hands of your Petitioner &c did not exceed the Sum of Two thousand one hundred &

Seventeen

Seventeen Pagodas Eleven fanams and Forty Cash Consequently the Honble the Mayors Court ought not to have given a Decree thereon against them For all which Reasons and such others as might be offered at the hearing your Petitioner &c prayed that the said Honble Court of Appeals at Madraspatnam would be pleased to reverse the said Decree of the Honble the Mayors Court and grant your Petitioner &c such other or further relief in the Premises as in their Wisdom it Should Seem Meet

Your Petitioner further Sheweth that this your Petitioner &c Petition and appeal the said Complainants did on the First day of February in the Year of our Lord one thousand Seven hundred and Ninety file the answer and did therein admit that they did at the time Mentioned in the said Petition and appeal file their Bill of Complaint in the Mayors Court at Madraspatnam against the Appellants and did therein Setforth that the said Gregorio Miguel intermarried with the said Magdalena at the Time mentioned in the said Petition and appeal and that the said Gregorio Miguel dying without having made any Will or Testament the Appellants Obtained Letters of Administrations of his Estate and Effects at the time Mentioned in the Petition and Appeal They did also admit that they did further Setforth in their said Bill of Complaint that the said Magdalena having applied for the half part of the said Estate and Effects as widow of the said Deceased Gregorio Miguel the Appellants had refused to pay the same and that the said Magdalina had instituted a Suit in the said Mayors Court for the Recovery thereof which the Appellants had Contested and that the said Cause was heard on the Ninth day of June which was in the Year of Our Lord One Thousand Seven hundred and Eighty when the said Mayors Court were pleased to Decree in favor of the Complainants and they did admit that they did further Setforth that pending the said Suit and before any Judgment or Decree was given thereon one Zeptha Stephen as Sister and Next of Kin to the said Gregorio Miguel did file a Bill in the said Mayors Court by her Attorney Joseph Marool of Madras Merchant against the said Appellants as Administrators as aforesaid for the whole of the Surplies of the said Estate After Payment of the Debts conserving that She had anexclusive right to the whole thereof and that pending such last Mentioned Suit the said Zeptha Stephen by her said Attorney Joseph Marool and the said Appellants as Administrators as aforesaid had agreed to abide by the award of Shamier Sultan Johannes Marcar Johannes Paratoon Johannes Golanmier Agavelly Salur and Jacob Oatum certain Armenian Merchants of Madras in Manner herein before Setforth and they particularly admitted that suit award declared that your Petitioner &c. After paying the Commission and Charges Should destribute the

Residue

Residue to the heir or to such as Should stand Next of Kin unto the said Estate the time should not exceed twoyears and that after two Years any outstanding debts or Goods and the Claim for the amount Sales thereof Remaining in the Hands of any other Persons they Should deliver over to the said heirs and that such award bore date the tenth day of August which was in the year of our Lord One thousand Seven hundred and Seventy Nine as by the reference thereto Might more fully Appear and they did also admit to have further Stated in their said answer that the appellants instead of Satisfying the Decree of the said Mayors Court did Appeal therefrom to the said Honble the Court of Appeals at Madraspatnam at this Complainant Magdalena did put in her answer thereto and that after the said Appeal and answer had been filed the parties Namely this Complainant Magdalena by her Attorney Miguel Johannes and the Appellants as administrators as aforesaid did Mutually Agree to withdraw their proceedings in the said Court of Appeals and did on the Twenty Eighth day of March which was in the Year of our Lord one thousand Seven hundred and Eighty one enter into and execute certain Articles of Agreement to the Performance whereof each party bound himself and themselves to the other in the penal Sum of Forty thousand Star Pagodas which Sum was made payable by such as Should fail therein to them or him who Should comply therewith which said Agreement and the Parts to be Performed by each of the Parties to the other of them was and were to the following Effect to wit that the said Complainant Magdalena Should admit of the Transactions of the Appellants in the administration of the said Estate and Should also admit of the Arbitration of the Arbitrators relative to the Complainant Magdalena as the same was made betweens the said Zeptha Stephen and the Appellant and that the Complainant Magdalena Should acquire from the Estate of the said Gregorio Miguel what the said Zeptha Stephen did expect to acquire and that the Complainant Magdalena was to receive her Share without Interest and to bear the Costs of the Law Suits at Appeal on her Behalf and on the receipt of one Moiety of the Estate of the said Gregorio Miguel in ready Cash and in Outstanding Debts she Should execute on usual Indimnification unto the Appellants who were on their Parts to Acknowledge the said Magdalena to be entitled to the said Estate equally as they before Acknowledged Zeptha Stephen to be entitled and that they Should Deliver up unto this Complainant Magdalena at the Expiration of three Months from the Date of their said Agreement her half Share of the Estate in ready Money and in Outstanding Debts without any Interest and that they the said Appellants Should bear the Costs of Appealing on their behalf and that all the Papers in the Suit relative to the former and new

Controversies

Controversies whatever between this Complainants Magdalena and the said Appellants be withdrawn by the said Parties each on his her or their Part and that the said Agreement Should remain in full force and the Performan to be at the time above written Meaning in three Months from the Date thereof one Part being Executed by the said Miguel Johannes as Attorney to this Complainant Magdalena and the other Part thereof being executed by the said Appellants as Administrators as aforesaid as by the Copy of the Translation thereof from the Original in the Armenian Language Marked **B** Annexed to these Complainants said Bill of Complainant Might Appear and they did further Admit to have stated in their said Bill of Complaint that the said Miguel Johannes received Sixteen Thousand and Sixty Nine Pagodas Two fanams and Sixty Cash in part of the Sum due by the Appellants to this Complainant Magdalena as is Stated by your Petitioner &c in his said answer These Complainants further admit to have Stated in the said Bill of Complaint that some time after their said Intermarriage that the said Contract of the said Twenty Eighth day of March had been broken by them and as the same was made by the said Miguel Johannes when acting as Attorney for this Complainant Magdalena with a view of putting an End to all further Litigation or Controversy and with that View as they pretended the said Miguel Johannes had given up Many Thousand Pagodas which of Right ought to have been credited to the Complainant Magdalena the Complainant Applied to the said

Mayors Court stating the Premises and praying to have the said Agreement annulled and a Decree given to these Complainants of their full Rights but on the Hearing of the allegations and answers with the Proofs in Support of each Party the said Mayors Court were pleased to decide in favor of your Petitioner &c. the Complainants further by their Answers admit that to their said Bill of Complaint Your Petitioner &c. filed the Plea and answer above Setforth and that they filed their Replication as Stated by your Petitioner &c. To which said Replication these Complainants did admit that your Petitioner &c. did filed a Rejoinder as stated in their Petition and appeal The Complainants did also admit that upon the above Proceedings Iſsue was Joined and Rules paſsed for the Examination of Witneſses and — Witneſses were accordingly examined by both Parties and Publication paſsed in the Cause and the same was Setdown for hearing and came on to be heard on the said Eleventh day of December last past when the said Court were pleased to Order and Decree that the Appellants Should pay unto these Complainants the full and Just Sum of Twelve thousand Six hundred and Ninety four Pagodas fourteen fanams and forty cash together with all such Interest as then was or Should thereafter become due thereon untill full Payment was made and it was further Ordered and decreed that the Appellants Should pay unto these Complainants one half Part of such further Sums as have come into their Poſseſsion since — the Date of the Second Account Current which has been delivered into the said Mayors Court by Appellants as administrators of the said Gregorio Miguel together with Interest thereon from the respective dates of Receiving the same as also that they do aſsign over to these Complainants one — Moiety of such Outstanding Balances as then existed and that they Should deliver over to these Complainants one half of such Goods as might then remain in their Poſseſsion or Power belonging to the Estate of the said — Gregorio Miguel and that it was further Ordered and decreed that the Appellants Should pay all Costs of such Suit out of their one Pockets and they insisted that the said Order and Decree ought to be affirmed by the said Honble Court of Appeals for the following among other Reasons viz

First : Because that when Complainant Magdalena gave up her Right to letters of administration to the Estate of her Husband the said Gregorio Miguel she did so in the Confidence that the said Appellants as administrators would have performed their duty in delivering in an Inventory and accounts at the Period limitted by their oath and would have paid to her the half Share of the Estate of her said Husband as being her Right as widow the said Gregorio Miguel dying intestate and without any lawfull Iſsue surviving him viz

In Answer to which your Petitioner begs leave to state that it does not by any Means Appear that the Complainant Magdalena had ever any Right either to the Administration or to the half part of the Residuum of the Estate and therefore as she parted with no Right she could not thereby acquire any Right— Your Petitioner Moreover insists that your Petitioner &c being Men and Next of Kin to the Deceased and very Conversant in Business— being also of Good Repute as Merchants and of Sufficient Responsibility it was more reasonable to interest the Management of so large an Estate to their Care and Management than to that of the Complainant Magdalena who being a female could not be Supposed Competent to manage the Same and by the Laws and Custom of her Own Country and Nations had no Sort of pretence whatever to intermiddle therewith—

Second **Because** the Administrators not only failed in the delivery of their said Accounts at the proper periods but refused to the Complainant her Rights as Widow and Obliged the Complainants to a Suit to establi those Rights and even after the same were established to her by a Decree of the Mayors Court as before stated and recognized by the Administrators in the said agreement of the Twenty Eighth of March one thousand Seven hundred and Eighty one they nevertheless afterwards refused to comp with the said Agreement and opened again their former Pretences against the Rights of their Complainant Magdalena as the Widow of Gregorio Miguel in Consequence of her having lived Seperate from her said Husband and in the same Pleadings Acknowledged her Right as Widow and attempted to justify their Conduct in not Complying with the said Agreement by various Evasions distinct and unconnected wit

any

any Argument Arising from an imputed Forfeiture of her Rights as Widow

The answer to which your Petitioner humbly insists is a very Obvious— As to the Delivery of the Accounts exactly at the times fixed it is at least an Omission very Venial in the Collecting and Managing of so large an Estate and if it is not it is to the Court alone your Petitioner insists he is answerable for such Omission and they have after a very full Enquiry approved of their Management of the said Estate— Your Petitioner says further that their Refusal to pay was in Consequence of the the Complainant Refusal to indemnify and in this they insist they were right—

Third **Because** that Supposing that which these Complainants deny to be the case and which is also denied by most of the Witnesses adduced by the Appellants to Support the same namely that Customs may have originally prevailed among the Armenians when living in their own Country respecting any Forfeiture of Rights by Widows in Consequence of living seperate from their Husbands at the time of the Decease of their Husbands such Customs cannot prevail under a British Jurisdiction to the Laws of which the Administrators have Submitted by Applying to the Mayors Court for Power to Manage the Estate in Question—

To which Your Petitioner humbly insists the answer is equally obvious By the very words of the Reason it States that the Submission to the Mayors Court was of the Power to Manage the Estate that is to Collect it whereas the Custom alledged goes to the dividing it when Collected so that by their own words and admiſsion the Custom insisted on was not Submitted — Your Petitioner also insists that the Custom was fully proved both by Oral Testimony and the Patriarchal Decree and therefore had every Sanction to authenticate it that in its nature it admitted of and being their authenticated he humbly insists that the Hon^ble the Mayors Court as well as the Court of Appeals were bound to take notice of it —

Fourth Because it appears from their own Pleadings that the administrators are interested in the Cause in Question for to their Rejoinder is annexed a Paper dated in September one thousand Seven hundred and Seventy Nine wherein Joseph Maroot the Attorney of Zeptha Stephen Sister of the said Gregorio Miguel declares that Should the Administrators gain or lose the Suit of the Complainant Magdalena then under Appeal before the Hon^ble Court of Appeals at Madraspatnam the Profit or Loſs is to be for account of the administrators so that instead of Distributing the Aſsets as fast as they came into their Poſseſsion according to Law they are using every Chicane to retain the Property in their own Hands in the hope either of an ultimate decree in their favor or at any Rate of keeping the Money in their Hands advantaging themselves by the use thereof —

The groſs Misrepresentation of the Paper here alluded to defeats its own purpose — a Bare perusal of which will immediately

Convince

Convince the Reader that all that was meant by Profit and Loſs — was relative to the Costs of the Suit and provided that at all Events one of the Contracting Parties Should exempted from paying them — It is further to be Considered that the Paper is translated from the Armenian by an Armenian who Cannot be Supposed to understand the full force of every English word he Makes use of so as to be on his guard against the perversion of Interested and ingenious Minds who Conscious of their Deficiency in — real Arguments are forced to lay hold of any perverted and fallacious ones to support their pretensions —

Fifth Because the appellants obtained their Letters of Administration in June one thousand Seven hundred and Seventy Six and therefore Should have given in their Accounts in June One thousand Seven hundred and Seventy Seven and Should have paid at the time the Balance in their Hands equally between this Respondent Magdalena as Widow of the Deceased and Zeptha Stephen as his only Sister and Next of Kin instead of which their first Account was not Delivered into the said Mayors Court untill the Ninth Day of March One thousand Seven hundred and Seventy Nine their Second Account not till the fourth day of June One thousand Seven hundred and eighty two and their third Account not till the Second Day of December One thousand Seven hundred and eighty eight and they did not pay any Money to the said Zeptha Stephen till August One thousand Seven hundred and Seventy Nine nor to the Complainant

Magdalena till March One thousand Seven hundred and eighty one and from the said Accounts delivered into the Mayors Court by the said Administrators Copies whereof are hereunto Annexed and the Observations on the first Account which are also hereunto Annexed and prayed by these Complainants to be taken as Part of this their answer it appears that the administrators May have profited in Commission and Interest to the amount of thirty one thousand Nine hundred and forty Seven Pagodas while the utmost this Complainant Magdalena prays to receive together with the Sum already received by her will only amount to Twenty eight thousand Seven hundred and Sixty three Star Pagodas and it further Appears by the said observations that this Complainant Magdalena hath lost from their Maladministration Seven Thousand one hundred and Twenty Nine Pagodas and a half by Interest paid on debts of the Deceased not liquidated as Soon as the Administrators ought in Justice to have liquidated them as also a Sum from Ten Thousand to Fifteen thousand Star Pagodas which the said Miguel Johannes declares in his Evidence to have given up to the Appellants when acting as the attorney of this Complainant Magdalena in order to Obtain the said Settlement made on the Twenty eighth day of March one thousand Seven hundred and Eighty one is

The Answer to this fifth Reason is equally plain.

The

The first part respecting the time of Delivery in the Accounts is included in the First Reason and an Answer to it Subjoined thereto — The observations Mentioned being perfectly irregular and unsupported were ordered to be expunged by the Honble the Court of Appeals at Madraspatnam with full Costs and therefore this Reason to which it they refer Stands equally expunged it being totally foreign extraneous and impertinent to the matter in question and moreover respecting Accounts which have already been investigated by an Enquiry at Law and been thereon fully Approved of —

Sixth

Because Notwithstanding so large a Sacrifice with the View to a final Accommodation the Appellants waded such final Accommodation and Obliged the Complainants to institute the present Suit to obtain Special Redress for the Special Injuries Caused by the appellants who after being more than Thirteen years in Possession of the Estate of the Deceased still retain in their Hands as Appears by a View of their first and Second Accounts a Balance of Goods at Sundry Places to more than Twenty five Star Pagodas whereof no Notice whatever his taken in the third account Delivered into the Mayors Court in December one thousand Seven hundred and Eighty Eight besides the Balances in ready Cash and in Outstanding Claims —

This Sixth Reason being grounded on the accounts in the same Manner as the former and the observations which were ordered to be expunged ought also to be expunged as being founded upon a Matter which is totally extraneous and impertinent and which has received already a full Investigation and Approved

Seventh Because by one Article alone in their said Accounts to wit 1778 January 7th To Cash paid Mr Delarche in Sundry Payments from 11th July 1776 to this day on account of the Deceased Debt due to him — 74453.14. it is evident how Shamefully the appellants prostituted their duty to their Interest by Consolidating Payments to so large an Amount and in part Dicharge of one Debt as if paid on one day when the legal Interest thereof at a Medium and which may be considered as a loss to the Estate gives a Sum of Six Thousand Six hundred and fifty Pagodas and upwards

To this Seventh Reason the same Answer equally holds good

Eighth Because it Appears from the Evidence of Edward Raphael and Shamier Sultan that Since November one thousand Seven hundred and Eighty Seven being a Period of more than Eleven Years after the Appellant were appointed administrators the said Edward Raphael and Shamier Sultan offerd to receive on the Part of the Complainant Magdalena the Bond of the appellants payable in three Years for the Sum of Six thousand Seven hundred and Seventy Pagodas twelve fanams and a half being the acknowledged Balance in their Hands or that the appellants Should invest that Sum in Companys Bond and pay the Interest to this Complainant Magdalena for three Years and then give up the

Bonds

Bonds in the Event of there not being any Claim in the mean time against the Estate both which offers the appellants refused

To the Eighth Reason it may Surely well be said that this offer however fair they might think of was not Indemnification your Petitioner &c had bargained for — That this Indemnification they had as much a Right to as the Complainant had to what she Claimed — It was a reciprocal agreement binding upon each Parties — upon the Indemnification being Delivered the half of the Estate was to be delivered — if the Indemnification was not Delivered the half of the Estate was not to be Delivered — and So on — in whatever predicament one of the Terms of the Proposition was in the same predicament was the other to be This is Laws — and it is Common Sence and prudence when a Party had agreed to do a thing and no Reason appears why he may not do it and yet the refuses that the other Party is to Suppose that there is Some Concealed Reason — and therefore the greater unwillingness Shewn in the one Party not to perform his agreement — the more it becomes the Duty of the other party to insist upon its being performed — and when this is applied to the Mere giving a Paper so easily in the partys Power the Argument is infragable

Ninth Because it appears from the Evidence of Miguel Johannes who acted as attorney to the Complainant Magdalena that he not only offered to give up Several Sums of Money which appeared to him to be improperly debited to the Estate in order to come to an amicable Settlement but that ever Since he was first authorized to act as attorney to this Complainant Magdalena he did not avoid any one Conference or Meeting with the Appellants which might have tended to a Settlement of the accounts and that their Conduct has been evasive Vexatious and unjust and that he believes this Complainant Magdalena has been injured to the amount of From ten thousand to Fifteen thousand Pagodas even Supposing She Should receive the full amount for which She has now Sued

A Reason Stating for the Decision of a law Suit the Opinion of an individual and that Individual the attorney of the Complainants and who refuses to give the Paper required does not merit an answer– It can prove nothing but the want of Real Reasons when the Complainants are driven to Such frivolous Ones

Tenth …… **Because** it appears from the Evidence of Maroot Joseph Son of Joseph Maroot who acted as attorney to Zeptha Stephen the Deceased Sister that he had much Trouble in getting them to settle amicably the accounts of the Estate and that he knows this Complainant Magdalena has been much vexed by them and that they carried on the Suit in the Court of Appeals against the Complainant Magdalena contrary to the advice and Opinion of his said Father altho by the award of the Arbitrators under date the tenth day of August One thousand Seven hundred and Seventy nine and made between the appellants and the said Zeptha Stephen it was adjudged that the appellants Should not

Appeal

Appeal from the Decree of the Mayors Court in the Suit then pending between the Complainant Magdalena and the Appellants without the Consent of the said Zeptha Stephen or her attorney

To this the same answer is exactly applicable

Eleventh Because from the Evidence of Henry DuPuy who acted as Proctor for the Appellants in their said Cause with the Complainants the said Edward Raphael was ready to receive the Balance due to his Sister the Complainant Magdalena and told the said Henry DuPuy thereof Soon after the said Cause in the Kings Ordinary had been determined to wit Soon after the third day of November one thousand Seven hundred and Eighty Seven

No Evidence is wanted to prove that the Complainants Brother was ready to receive—The same Evidence also proves that the Money was ready to be paid— and that he Protested against the Complainants for there not giving the Indemnification agreed on and Receiving it

Twelfth Because the said Henry DuPuy who had been employed as their Procter and attorney from their first Obtaining Letters of administration to the Institution of the Present Suit did afterwards decline acting from a Conviction that their Defence was improper as appears from the Extract of the Minute of the Mayors Court where the said Henry DuPuy declined acting Copy of which is hereunto annexed and prayed by there Complainant to be taken as Part of this their Answer

It does not appear what were Mr. Dupuys Reasons for

Declining to act for your Petitioner &c and as to matters of Opinion your Petitioner has already fully answered

Thirteenth Because the Evidence adduced by the Appellants with a view to Support the Exclusion of the Complainant Magdalena from the Rights of widow hood in consequence of her having lived Seperate from her said Husband for some time previous to his Decease by no means go to the Establishment of that Point on the Contrary Many of the Witnesses prove the reverse and some of them State that the only Immunities enjoyed by the armenians at Madras are those relative to Commerce and the free Exercise of their Religion

The only Witness that Attempts to prove the Reverse is the Complainants Brother who in fact is the party to the suit and professedly Solicites and pays all the expences of Carrying it on But even if there remains the Smallest Doubt that by any means whatever the Complainant Magdalena May never have been entitled to the Share She Claims or May have forfeited her Title thereto Such Doubt is Sufficient because it furnishes a positive Reason for requiring an Indemnification before such doubtful Claim is allowed and a probable one why it is so obstinately withheld

Fourteenth Because that the attempt to discuss the Rights of the Complainant Magdalena on such Grounds and to wing this Second Shaft at her Reputation after the Solemn Judgment of the Mayors Court thereon in

the

the first Suit is an Insult to the Mayors Court and this Honble Court and of itself is Sufficient as the Complainant humbly presumes to give to the Complainant Magdalena a Claim for Damages

The Decree obtained it is admitted was dissented to by one or more Members of the Court and Appealed from. It was therefore in suspence and the Appeal being withdrawn without its being dismissed leave it still Open

Fifteenth Because the Evidence of Henry DuPuy on the Part of the Appellants Stating that they Shewed him a Chest containing Bags of Pagodas which they said were the Pagodas Making the Balance due to the Complainant Magadalena and which they had Tendered to her attorney the said Miguel Johannes however correctly true as far as concerns the Testimoney of the said Henry DuPuy is no argument in favor of the Appelllants who from the following Circumstances must appear to have put the said Bags of Money apart and afterwards Sent for the said Henry DuPuy on Purpose to establish the Testimoney in question for it appears by the said Testimony that the said Chest was so Shewn to the said Henry DuPuy before and Since his making certain Protests on behalf of the Appellants and by an Exhibit which is annexed to the Appellants Plea and answer in the Mayors Court in this Cause to which the Complainants pray Reference one of the Protests was dated the Nineteenth of October One thousand Seven hundred and Eighty one and by the accompanying Extracts from the

Minutes of the Mayors Court it Appears that the Appellants have Applied twice to the Mayors Court for further time to deliver in their Accounts so late only as November one thousand Seven hundred and Eighty Eight So that tho they induced a Belief in the said Henry DuPuy that the Balance due to the Complainant Magdalena was in the Chest in October one thousand Seven hundred and Eighty one they cannot in November One thousand Seven hundred and Eighty Eight Say what that Balance is—

The Evidence Produced is positive and is not to be done away by implication the Many Witness saw must be supposed to be the Balance then admitted— The account Delivered afterwards could have nothing to do with it—

Sixteenth Because it Appears from the Evidence of Stephen Popham in Answer to the Interrogatory exhibited by the Appellants that the said Miguel Johannes was always ready to give the Appellants Satisfaction on their Fulfilling the said Agreement of the Twenty Eighth day of March One thousand Seven hundred and Eighty one is

Ready to give Satisfaction is Saying nothing— were they ready to give the Indemnification is the Question— This the Witness who is the Complainants Solicitor does not pretend to answer and thereby admits is

Seventeenth Because the Appellants have throughout the whole of their conduct

Since

Since they took upon them to administer the Estate of the husband of the Complainant Magdalena Manifested a disposition the most perverse and unaccomodating and a Conduct the Most Oppressive and ruinous to her Peace of Mind and Fortune nor have they in the Course of their Opposition to the fair and honest Propositions made on behalf of the said Complainant Magdalena pursued uniformly any one Line of Defence but Shifted their Ground as Served best their interested and litigious Purposes: for they first opposed her Rights as widow and after Those Rights were confirmed by the Mayors Court they acknowledged them by their Agreement of the Twenty eighth of March one thousand Seven hundred and Eighty one They afterwards disputed the same again and at other Times when it Suited their purpose they refused to Settle with Miguel Johannes unless he gave an Indemnification According to their own wishes but contrary to the Custom in like Cases and Varying from the said agreement of the Twenty Eighth of March One thousand Seven hundred and Eighty one and afterwards when the Complainants Magdalena Saw the objections to accommodate Matters with her agent and that to remove as She thought their only remaining objection She offered her Negociation as principal pretended that they had Nothing at all to do with her but that they must Conclude with Miguel Johannes whom they considered as the Principal because he had executed the said Agreement of the Twenty Eighth of March one thousand Seven hundred and Eighty one—

Notwithstanding that in Such agreement and in one of their Accounts delivered into this Court as well as in various other Stages of the Busineſs they acknowledge the said Miguel Johannes expreſsly as the attorney of this Complainant Magdalena ~

Your Petitioners &ca. having been Trustees for those who might be lawfully entitled to receive the residue of the Estate they did not conceive they were at liberty to act otherwise than they have done without deserting their Trust — The Sister and Many of the relations by Blood of the Deceased live in a Distant Country where the armenian Laws are well known and in full force and it being Certain and Notorious that by their Laws the Complainant Magdalena is not entitled to what She Claims it was their Duty to persevere in opposing her and this perseverance the Complainants most unjustly call obstenacy not reflecting that their own conduct in withholding the Indemnification for the Ease and quiet of your Petitioners &c. mind must ever merit the same Appellation they think proper to bestow on your Petitioners ~

Lastly

In Answer to the last Reason offered by the Appellants in their Appeal the answer to the other Reasons of the Appellants being included in the Reasons a bove Stated in which last Reason they aſsert that by the Third account the Balance in the Hands of the Appellants is but Two thousand one Hundred and Seventeen Pagodas Eleven fanams and a Half the Complainants pray leave to refer to their Replication now

of

of Record in the Mayors Court in this Suit wherein they Say that this Third account does not bring down the Balance of the said Second account but makes a fresh account whereof the allowed Balance due to the Estate is Nomore than Two thousand one hundred and Seventeen Pagodas Eleven fanams and a half whilst the said former Balance Stated in the Second account amounts to the Sum of Six thousand Seven hundred and Seventy Pagodas Twelve fanams and a half and no Notice whatever is taken in the said third Account of the outstanding Balance in goods and they further Say that their Suit was brought for the Balance of the Second Account as the third Account was not then Delivered in but the amount thereof as well as of all other Matters belonging to the Estate of the Complainant Magdalena is provided for by the said Decree given in this Cause which besides the Balance of the said Second Account and Interest orders and Decrees unto these Complainants the Repayment of one half Part of such further Sums as have come into their Poſseſsion Since the Date of the said Second account together with Interest thereon from the respective dates of Receiving the same also an Aſsignment of one Moiety of such outstanding Balances as still exist and the half of the Goods still in their Poſseſsion and Power and that the Appellants Should Pay all Costs of Suit from their own Pockets ~

Your Petitioners insists that their Reasons annexed to their Petition and Appeal have been no way Answered nor can be Answered being founded in Truth and on the Plainest Deductions from Notorious facts and he therefore prays leave to urge their full force and the more so as the Complainants have by their Silence admitted them Your Petitioner insists as he has before Stated that the Balance remaining in the Hands of your Petitioner does not amount to more than the Sum of 2117 Pagodas 11 Fanams and 40 cash and that therefore the Hardship and grievance of the Decree ordering them to pay upwards of Six times that Sum is the more extraordinary and inconsistent

Your Petitioner further begs leave to Shew that after the filing the said answer and before the said Appeal came on to be heard the said Seth Avit departed this life where by your Petitioner became the Sole Administrator of the said Estate and on Saturday the 31st day of July Last the said Petition and Answer came on to be heard and Determined by the said Court of Appeals who was first pleased to order that a Certain Paper entitled Observations and which the Complainants had annext to their Answer Should be expunged with Costs and then to your Petitioners great Surprise and astonishment as well as to that of his Country and Nation the said Court was pleased to order and Decree and did Accordingly Order and Decree that the Decree of the Mayors Court said be Affirmed as by the said order and Decree a Copy whereof is

hereunto

hereunto Annext may fully and at large Appear From which said order and Decree of the said Court of Appeals your Petitioner most humbly Appeals to your most Excellent Majesty in Council as he Conceives the same to be erroneous and that your Petitioner is much Aggrieved thereby for the Reasons Assigned in your Petitioners Petition and Appeal and which the Complainants have not attempted to refute and for the following among other Reasons

First Because your Petitioner and the Parties to the Suit being all of the Armenian Nation and the Matter in question Respecting the Right of Inheritance which has ever been regulated in every Country and Nation by its own peculiar Laws and Customs no Reasons can be given why it Should not be So in the present Instance instead of Adopting the Injunctions of a British act of Parliament which could never have in contemplation to bind the Estates of a Distant Nation totally different in all its Manners and ways of Thinking from the Inhabitants of Great Britain

2dly Because Even if the Complainant Magdalena ever had Such Rights it Appears that by her living apart from his Bed and Board for so long a time before the Death of the Deceased and at the time of his Death that She has forfeited them

3dly Because Such Rights if they never did exist or did afterwards cease to exist can never be created anew or brought again into Existence by any act of the administrators

4thly Because the administrators never did infact any act that could tend in the Remotest Manner to establish such Rights – the Decree of the Mayors Court which the Complainants lay so much Stress on having never been Confirmed and as the others Relation of the Deceased were not parties to the Suit or within the Jurisdiction of the Court at the time it passed it never could be binding upon them or do away the force of those Laws and Customs which exclude the Complainants from any Participation of the Estate

5thly Because the Complainant Magdalena having by her attorney duly Constituted entered into a Solemn agreement inconsequence of which and inconfidence of its exact and punctual performance – Your Petitioner and the Deceased Seth Aviet did withdraw their proceedings at Law and pay a Considerable Sum of Money no Reason whatever can be assigned why She Should not perform her part of the Agreement and procure them the Indinnification they required

6thly Because Such Indemnification is rendered so Necessary by the doubtfulness of the Complainants Claim is no more than was required from and given by the other Claimant on the Estate is so easily procured — and can not be of any Suit of prejudice to the party who gives it whereas it may be of the most essential Consequence to the Party who is to receive it

7thly

7thly Because the Power given to the said Miguel Johannes being Competent to put a Final Stop to all proceeding at law between the Complainant and your Petitioner &c Relative to the said Estate and being by him fully executed — The said Complainant Magdalena and all persons Claiming under her are for ever barred from any Suit or Action against your Petitioner relating to the said Estate — If there is any thing to be Complained of it can only be upon Some Breach of this Agreement which ought Specially to be Shewn not by the present Complainants but by the said Miguel Johannes with whom alone Your Petitioner Most Reasonably insists he is alone to Treat It is the Said Miguel Johannes alone that can discharge Your Petitioner from the heavy Penalty he is Subjected to by the said Bond and of course it is he alone who is to Sue as to be Suit for any Breach of it

8thly Because the said Decree Directs the Payment of many Thousand Pagodas over and above the Balance admitted to be remaining in your Petitioner Hands under the Idea of Interest when in Truth it appears by Possitive Testimony that your Petitioner had the Money ready to be paid and no Proof whatever is advanced that your Petitioner ever Received a Single Pagoda for Interest which your Petitioner insists ought to have been done to Charge your Petitioner for so large a Sum of Money as it is plain it was his Duty not to lend the Money out at Interest and every Man Must be Supposed to do what it is his Duty to do till the Countrary be Shewn — as Manifest and Glaring piece of Injustice which your Petitioner humbly insists is Sufficent to set aside the said Decree

Ninthly Because the said Decree has not only allowed Interest at the highest Rate allowed in the Country Namely twelve per Cent per Annum but as also allowed it for the whole time from the Date of the account under pretence that your Petitioner unnecessarily refused during all that time to pay the Principal to the Complamant whereas the fact is that Nearly Two Years of that time the Complamants had a Suit depending against your Petitioner &c respecting the accounts and Consequently Your Petitioner &c could not pay nor would the Complamants have received it pending such Suit

Lastly — Because of the great and allarming Mischief Such a Decision respecting the Inheritance and Rights of the Natives of this Country may Spread among all ranks of the Many different People of India who live under the Protection of the British Flag Should it receive any further Sanction from the Most Excellent Majesty in Council as it evidently affects their nearest and Dearest Interests and disposes of their property after their Decease in an Manner totally new and unaccountable to them and in every respect different from the

Manner

Manner in which their Estates have been disposed of from the remotest Antiquity —— The femal part of the family throughout all the East being never considered as entitled to any Inheritance but being constantly Supported by the male Branches who have invariably the whole Management and Inheritance of the family Estate

For all Which Reasons and for such Others as may be Offered at the hearing of this Cause Your Petitioner Most humbly prays that Your Most Excellent Majesty in Council May be pleased to reverse the said Decrees of the said Honble the Mayors Court and Court of Appeals and grant Your Petitioner such other and further Relief in the premisses as to your Most Excellent Majesty in

Council may Seem meet

And your Petitioner as in Duty Bound Shall Ever Pray

(Signed)
Peter Walker
J. Stuart Hall
Solicitors for appellant

Court of Appeals
at
Madraspatnam

Saturday the 31st July
Anno Domini 1790

Between seth aviet and Sarad Coja mall administrators of Gregorio Miguel Deceased appellants and amable Fanthulles and Magdalena Fanthulles his Wife late Magdalena Gregorio Miguel Widow and Relict of Gregorio Miguel Deceased Respondents —

This Cause coming on this day to be heard and Debated before this Court by the attornies on both sides on the motion of the Solicitors for the appeldants that a paper annexed to the Respondents answer entitled Observations on the first Account Current delivered in Court by set aviet and Sarad Coja maull administrators of Gregorio Miguel Deceased be expunged from the Proceedings in this Court because it does not appear to Have made any part of the proceedings of the Mayors Court taking the same into their Consideration ordered accordingly and upon hearing the Petition of appeal and Answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said

Court given in this Cause on Friday the Eleventh day of December Anno Domini one Thousand seven Hundred and Eighty nine 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 —

P Cur

(Signed) Chas. N White
Clerk

A true Copy

Peter Walker
James Sn Watt

Solicitor for Appellant.

Saturday

Saturday the 14th August 1790

Present

Morgan Williams Esquire acting President
John Turing & Edward Saunders

To the Honble John Holland Esquire

President and Governor &c in Council

Fort St George

In the Honble the Court of Appeals

Between Noonah Ramanyelloo of Madras Inhabitant Petitioner

and

Chingamah Shashachilla Chitty of the same place Inhabitant Respondent

In the Cause

Chingamah Shashachilla Chitty Complainant

and Aroonachellum Defendant

The humble Petition of Aroonachellum the above named Defendant

Sheweth

Filed in my Office
the 15th June 1789.
Charles N White
Clk

That the abovenamed Petitioner noonah Ramanyelloo did some time on or about the fourth day of April one Thousand seven hundred and Eighty three file a Petition in the Honble

Mayors Court for the purpose of Setting a side a Decree and Execution of the said Court in a certain cause wherein Chingamah Shashachilla chitty was Complainant and Arnanachellum your Petitioner was Defendant and for that purpose the Petitioner did Setforth that some time in the year of our Lord one Thousand seven hundred and Eighty three the said Complainant did file a Bill of Complaint in the said Court against your Petitioner for the Sum of Seven hundred and thirty two Pagodas and Eight fanams due upon a Mortgage of three Houses and Grounds Situated as in the said Petition setforth whereupon a Decree did pass and Execution did issue and in Consequence whereof the Sheriff did Seize the premises in dispute and the Petitioner did falsely setforth that the said Premises were the property of Mootian and Ponnapen sons of Cavalcherry Valauyaw Gramany and Balapah Gramany son of Tondavaroya Gramany and he did also setforth that the said Premises were in Consequence of such seizure by the Sheriff did advertized the same for sale — and the Petitioner did also settforth that the said Premises had been long since Mortgaged to him by certain persons named Mootian Ponnapen and Balapen — and for proof of which he refers to two mortgage Bonds and two awards and a Bill of sale and the Petitioner did also falsely settforth that he was an utter stranger to your appellant and your

appellant

Appellant sheweth that the said Petitioner did setforth as is really the Case that Permaul Gramany and Cundapah Gramany did in the year of our Lord one thousand Seven hundred and fifty three Jointly purchase from one Dauonah Vencatakistnamah naick a certain piece of Ground part of the Premises in dispute and that the Translation of the Bill of Sale marked B is annexed to the said Petition — But your appellant sheweth that the Petitioner did no where in his proceedings or Evidence shew how the said Premises became the property of the Several persons from whom he received the Mortgage thereof — But goes on to state in his Petition matters no way relative to the descent of the said premises from Permaul Gramany — But states that a dispute happened between Coinrapah and Balapen eldest Brother of Mootian and ponnaspin before the Choultry Court who referred the decision to arbitrators and an umpire who determined the same in favor of Balapen as he shews by Copy of an award marked C but it does not appear that the same has any reference to the matters in questions and the Petitioner further stated that in Consequence of the said award Mootian and Panapen Obtained a Bill of sale Copy whereof is marked D annexed to the said Petition which Bill of sale appears to be no more than a certificate of Mootian in favor of Panapen — Consequently no proof of the pro-

perty

property of the premisses in either of them — the Petitioner did truely Setforth that the aforesaid premisses purchased by Permaul Gramany and Cundapah Gramany were afterwards divided between them — and that Permaul Gramany died the Petitioner setforth that he had a son at the time of his death but he did not think it would answer his purpose to mention his name and therefore suppresses it but it appears by the proceedings that his name was Gooroonadeum and the Petitioner did fairly setforth that in consequence of the death of the said Gooroonadum that Balen the son of Tandavaroye Gramany Brother of Permaul Gramany and Nephew of Permaul Gramany became Heir to the Estate of the said Permaul Gramany and the same is disprived in the course of the Evidence on the part of your appellant — and your appellant sheweth that the Petitioner setforth that one Mauriapen the Father of your appellant during the Life time of Permaul Gramany built a House upon one of the three spots of Grounds in question and that long after the death of Permaul Gramany a dispute arose between said Balan and Mauriapen which dispute was referred to arbitrators and the Petitioner produced a declaration under the mark of the said Mauriapen which your appellant sheweth in no wise Affects him nor indeed doth it Appear for what purpose the same was given so as to affect the Claim of Aroonachellum — and your appellant sheweth that the pretended award Copy of which marked G is annexed to the Petition doth not appear to concern your appellant nor is his name mentioned therein of Course he is not bound thereby the Petr. did further setforth that your appellant did procure a Bill of sale of the premisses from Vencataputty naick the son of Dawsonah Vencatakistnah naick who had granted as aforesaid Bill of sale marked B for the purpose of Obtaining from him a Bill of sale of the premisses in dispute which he accordingly granted — and the Petitioner states that your appellant did Mortgage the same to one Chenjana a Dubash to Edward John Hollond Esqr. which is the Mortgage Bond upon which the Decree of the Mayors Court is granted —

and your appellant Sheweth that the said Petitioner did setforth many other matters in his Petition which are false and foreign to the merits in dispute in this Cause and in no wise proved —

and your appellant did put in an answer to the said Petition insisting that Permaul Gramany and Tandavaroy Gramany the persons named in the said Petition were Brothers and that they devided their Estates and lived separately after the year one Thousand seven hundred and forty three that a Considerable time after such Separation to Wit in one Thousand seven hundred and fifty three Permaul Gramany —

purchased the premiſes in dispute and other premiſes thereto adjoining in Conjunction with Condapah Grameny and that the Bill of sale of the said Premiſes was annexed unto the said Petition marked B your appellant did further shew that the aforenamed Tandavaroy Grameny departed this life without iſsue and Permaul Grameny departed this life leaving one son named Gooroonadum who came to the Poſseſsion of the Estate of the said Permaul Grameny after his death and remained in quiet and uninterrupted poſseſsion thereof untill the time of his death which happened about the year one Thousand seven hundred and Sixty five and your appellant did also shew that the said Gooroonadam not having any Iſsue by his wife Tanneamally he some time before his death to Wit in the year one Thousand seven hundred and Sixty three adopted your appellant son of one of his sisters as and for his son and Heir — and your Appellant did also shew that after the decease of the said Gooroonadum your appellant being at that time a minor he your Appellant did live along with and under the Care of his adopted mother Tanneamally living in and accupying the premiſes in dispute — and your appellant did also set forth that the said Tanneamally some time in the year one Thousand Seven Hundred and seventy eight being in want of Money did apply unto the Petitioner Nonah Ramanjooloo to lend her that Sum which he

refused

refused without the security of the premiſes in dispute being mortgaged to him for the same and your appellant sheweth that she thereupon Obtained a Certificate from Cundapah Grameny the persons in Conjunction with whom the said Permaul Grameny purchased the premiſes in question that the same were actually the property of your appellant as adopted son and heir of the Gooroonadum son of the said Permaul Grameny and your appellant sheweth that the Petitioner being Satisfied by the said Certificate that the said Tanneamally had a right as Guardian and adopted Mother of your appellant to mortgage the said premiſes he the said Petitioner did readily advance thereupon the said sum of two hundred Pagodas unto the said Tanneamally upon the Mortgage of the premiſes in dispute — whereby your appellant sheweth the Petitioner came to the poſseſsion of the Title Deeds in question and hath there from been enabled to effect all the Mischiefs and injuries by your appellant herein set forth and shewn — and your appellant sheweth that upon his becoming of age your Appellant did go to the Petitioner and did tender payment of the said Sum of Two hundred Pagodas with the Interest due thereon and did demand from the Petitioner the Mortgage Bond that Tanneamally had given for the same but instead of receiving the said Mony due on the said Mortgage Bond and delivering up the same and the several papers relating thereto the said Petitioner did pretend that Tanneamally had no right to Mortgage the same and that he had obtained another mortgage Bond for the same from one Baulen who he then pretended was the owner of the premisses in dispute — and your appellant did also sett forth that upon the Petitioner persisting in his refusal your appellant did Complain to anthony Sadlier Esqr at that time one of his Majestys Justices of the peace representing to him the practices made use of by the Petitioner to defraud him and the said Tanneamally and your appellant Sheweth that after a full investigation and discussion of the merits of the said Complaint the said Anthony Sadlier declared that your appellant was the real proprietor thereof — and did thereupon order him to produce the Mortgage Bond of the said Tanneamally and that of the said Baulen to be produced when it appeared that of Tanneamally was cancelled ~~to be produced when it appeared that of Tanneamally was cancelled~~ and that of Baulen remained entire —

And your appellant sheweth that the said Petitioner was ordered to attend at a future day but as he neglected doing so the said Matter had no further Consequence

and your appellant did further shew that that the Bill of sale in favour of Cavalcherry Mootiah and the awards in favor of Baulen could not in any degree affect your appellant claim because they were Obtained upon Exparte

Evidence

Evidence and your appellant was in no sense a party to the Same —

And your appellant sheweth that he did fully refute the several false matters alledged and Charged in the said Petition in his answer thereto & thereupon Issue did Join and Rules passed for the examination of Witnesses and Witnesses were examined on the part of your appellant and the Petitioner and Publication did thereafter pass and your appellant Sheweth that the several matters sett forth in his answer were fully and clearly proved —

and your appellant prays to shew that the separation of Estate by the said Permaul Grameny and Tandavaroy Grameny is proved by the several Evidence of China Patchacooty Grameny Irshapah Grameny Cooty Gramney Mootoo Grameny and Condapah Grameny and others — and your appellant sheweth that no Circumstance can clearer prove the same than the purchase of the premisses in dispute by Permaul Grameny not in Conjunction with Tondavaroy his Brother but in conjunction with one Condapah — nor is the said Tondavaroy's name mentioned in the said Bill of sale of the said premisses —

The same Witness depose to Gooroonadum being the only son of the said Permaul Grameny — that Gooroonadum adopted your appellant that such adoption was according to the Rules and Customs of the Cast and that your appellant performed the funeral Ceremonies of the said Gooroonadum as his adopted Son which he would not have done had Baulen or Mootian or Ponapen any right in his Estate as Heir or Heirs thereto but one of them as Heir would have performed the said Ceremony and not either of them having done so and the Same being done and performed by your appellant he your appellant was and is the only Heir of the said Gooroonadum

Your appellant sheweth that the adoption and consequent right of Inheritance therefrom to the Estate of the said Gooroonadum being thus fully and clearly proved your appellant will also shew that the Mortgage of the premises in dispute by Taneamally the Widow of the said Gooroonadum during the minority of your appellant to the Petitioner is also proved as well as the tender of payment after your appellant had come of age and demand of the Mortgage Bond and Title deeds by the Evidences of Soobramany Poollah Neela Verdapah naick Moodu Chitty Vellapah Chitty and the aforenamed Undapah Grameny in Conjunction with whom the premises in dispute were purchased — and they also depose to the refusal of the said Petitioner alledging that the same belonged to the aforenamed Baulen — your appellant prays to observe that this Evidence shews that the said Tanneamally had possession of the Premises in dispute and of the Bill of sale thereof as adopted mother of your appellant — and that the Petitioner came

to

to the possession of the said Bill of Sale from the hands of the said Tanneamally at the time that he the Petitioner did lend unto her the Two hundred Pagodas upon the Mortgage thereof he could not therefore lawfully detain the same after tender of payment thereof made — and his doing so under the pretence of the premises and Title Deeds thereof being the property of another person named Baulen doth clearly shew that he was in Confideracy with the said Baulen and others to wrong and deprive your appellant of his Right in the Premises and it is not to be Supposed that the pretended Mortgage thereof by Baulen could be a fair and Bonafide transaction as it is shewn and proved by your appellant that he possessed the Bill of sale of the premises by a previous mortgage from Tanneamally for the Sum of Two hundred Pagodas which is not denied or any way disproved by the Petitioner and your appellant sheweth that the same Evidence do also depose that Baulen had no right in the premises in Dispute —

And your appellant further sheweth that his possession of the premises in dispute and his receiving the Rents thereof as the real owner thereof is proved by the Evidence of Rajah Mahomed and Narrainen naick — and that your appellant had at different times rented out the same to Henry Dupy and same Portugueze people and that he received

the

Grameny had a son named Gooronadum as is proved by a Variety of Evidence — and that he the said Gooranadum adopted your appellant notwithstanding what the said Evidence say to the Contrary - altho' your appellant Observes that these Evidence do admit that your appellant did perform the funeral Ceremonies of Gooronadum but say that he was hired by the Cast for that purpose your appellant prays to Observe that this admission with the Evidence of five different Witnesses who positively depose to your appellant having been regularly adopted according to the Laws and Customs of their Cast is rather a Confirmation of than a disproof of the said Evidence in favor of your appellants adoption —

Sarquiess Elias says he rented a House from the Petitioner and paid him the rent but he doth say that the said House was one of those in dispute — Dasany Vencatapathy naick only Confirms his Evidence of granting a Bill of sale of the premisses in dispute sale by his Father to Permaul Grameny and Cundapah Grameny —

and your appellant sheweth that upon this Evidence the said Petition and answer was sett down for hearing and coming on to be heard in the Mayors Court your appellant being allowed to carry on the same in forma pauperis on the second day of this Instant month of June the said Court were pleased to Confirm the prayer of the Petition and that the Sheriffs Seals be taken off the sequestered

Sequestered premisses — By which order of the said Mayors Court your appellant doth find himself aggrieved and therefore appeals therefrom to the Judgement of this Hon^ble Court upon the Grounds by him herein before shewen and upon the Obvious right which he appears to have in the proceedings to the premises indispute and for the reasons he has given in support thereof and in maintenance of that right Confirmed by uniform and unequivocal Evidence all which your appellant refers to the Equity of this Hon^ble Court humbly hoping that they will be pleased to reverse the said order of the mayors Court which comes herewith and to give your Appellant such further and other relief in the premisses as to their Wisdom and Justice may seem meet —

(Signed) Henry Dupuy

Solicitor for the Appellant

in forma pauperis —

the Rent thereof —

Vencatapully naick the son of Dauonnah Vencatakistnamah naick the person who sold the premises in dispute — deposes that his Father was in possession of a piece of Ground half of which is the premises in dispute and that he Sold the whole to Permaul Grameny and Cundapah Grameny Jointly that your appellant called upon him for a Bill of Sale of the premises which he accordingly gave him and for reason for so doing gives that he understood that the premises in dispute were the property of your appellant —

Your appellant sheweth that no Evidence can be more perfect and Compleat than the aforegoing referred to and your appellant sheweth that the Evidence which the Petitioner hath brought to support his pretended Title doth by no means disprove the same or in any degree tend to induce the most distant belief that his Title to the premises under the mortgages he has held up as a Ground for the prayer of his Petition is fair and equitable but on the Contrary that the whole is a Confederacy between the Petitioner and the Mortgagors by an act of Champerty and maintenance to deprive your appellant of his just Right —

And your Appellant prays to observe that the Evidence of Cundapah and Nagapah Chitty which go to Executi

Execution of the said Bonds cannot validate the same if they were illegal as it is Evident they were because they were given by persons in Opposition of Interest to the persons to Wit Tanneamally who had already mortgaged the premises with the Title Deeds thereof to the Petitioner which your appellant saith was an act of Champerty and Maintenance —

The deposition of Cuddalore menah Chitty and Woopollom Coyelleayam to the third Interrogatory go to prove an Exhibit marked E being a pretended declaration of one Mauveapen and which the said Evidence say was the Ground of their decision of a dispute between your appellant and Baulen and for his determining the same in favor of the latter your appellant sheweth that these Evidences cannot be credited because the award referred to was not between your appellant and Ballen — nor was your appellant any way a party but that the award therein referred to is between Baulen and Moodian of course cannot apply to the matter in dispute between your appellant and the Petitioner —

The depositions of Vaydapah Grameny and Yagapah Grameny are to the negative of the Separation of Permaul Grameny and Tandavaroy Grameny without giving any further proof against the positive affirmative Evidence of five Witnesses before Recited — and they depose that Baulen was Heir to Permaul Grameny without shewing from what ground — and your appellant sheweth that he could not be heir to Permaul Grameny because Permaul Grameny

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 2d day of June Anno Domini 1789

Present

William Webb Esquire Mayor
Vincentio Corbett & Andrew Ross
Aldermen

Chingamah Sheshachella Chitty
vers
Aroonachellum

Petition of Noonah Ramanjaloo with Copies of nine Exhibits annexed marked ABCDEFGH & I annexed Read.

Answer Read —

Interrogatories on the part of the Petitioner with four Exhibits marked E F R & H annexed Read —

Five Depositions taken thereunto read the Witness No 5 did not appear for Examination —

Additional Interrogatories on the Part of the Petitioner Read three Depositions taken thereunto Read —

Interrogatories on the part of the Respondent Read —

Ten Depositions taken thereunto Read The Witness No 3 did not appear for Examination —

Additional Interrogatories on the part of the Respondent Read

Two Depositions taken thereunto Read —

Four Exhibits on the part of the Petitioner with a Cadjan annexed Read

Read one Exhibit on the part of the Respondent with one annexed Read —

Aroonachellum permitted to prosecute in forma Pauperis

The Petition of Noonah Ramanjoloo and the Answer of Chengamah Shashashella Chitty Coming on to be Argued and Determined this Day in the presence of the Attornies on both sides and the Court having had due Consedration thereon doth think fit to Order and doth Accordingly order that the prayer of the Petrs Petition be held good and that the Sheriffs seals be taken of the Premises in dispute

(A true Extract

(Signed) James Taylor
Regr

To Charles N. White Esquire
Clerk to the Hon^ble the Court of Appeals
Fort S^t. George

Sir

Herewith I send a Petition for leave to file an answer to an appeal which I was presented from filing before for the reason mentioned in the Petition

The Affidavit accompanying the Petition shews that I have given due Notice to the Solicitor for the appellan

If therefore he offer's no Sufficient Objection in the Course of this Day to receiving the accompanying answer I hope the Hon^ble Court of Appeals will be pleased to receive the Same —

I am
Sir

Madras
December 12^th 1789

Your Obedient Servant
(Signed) Stephen Popham

Chingamah

Chingamah Sheshachellum appellant
noona Ramanjaloo Respondent
In the Cause of Chingamah She
shachellum Chitty
Vers
Arnachellum

To M^r. Henry Deupuy
Attorney for Appellant

Sir

I hereby give you notice that I mean to Petition the Court of appeals for filing an answer to the appeal in the above Cause which I neglected to do before on account of my late Indisposition

I am
Sir

December 11^th 1789

Your most Obedient Servant
(Signed) Stephen Popham
Attorney for Respondent

The above named Stephen Popham maketh oath and saith that he did yesterday night deliver into the hands of the above named Henry Deupuy the original Letter whereof the above is a Copy and did at the same time inform the said Henry Deupuy that he would on this morning deliver such Petition for leave to lodge the answer into the Hands of the Clerk of the Honble the Court of appeals and lodge the answer in the Office at the Same time to be filed therein provided the said Court of Appeals should be pleased to receive the said answer

(Signed) Stephen Popham

Sworn at Madras
this 12th Day of Decbr 1789
Before me
William Webb
Mayor

Chingannah Sheshachellum
Appellant Noona Ramanjaloo
Respondent In the Cause of
Chingannah Sheshachellum
Chitty Vers Arnachellum

To the Honble John Hollond Esquire
President in Council
Fort St George

In the Honble
the Court of Appeals

The Petition of Stephen Popham one of the Solicitors of your Honble Court

Sheweth,

That the time for answering the Petition and appeal of the above named Appellant expired while your Petitioner was incapacitated by Indisposition from attending thereto and that Since his recovery the Same escaped the same your Petitioners Memory — That your Petitioner hath served the attorney for Appellant with notice of this Petition as by the accompanying affidavit — That it may prejudice

your

your Petitioners Client was the Cause to be heard without receiving this Answer thereto —

Therefore your Petitioner prayeth that this Honble Court will be pleased to receive the said answer and to order your Clerk to file the same of Record in this Court and that the Same attend the hearing of the above Cause

(Signed) Stephen Popham
Solicitor for
Respondent

To

To the Honble John Holland Esquire

President in Council

Fort St George

In the Court of
Appeals

Beetween Noonah Ramanjaloo of
Madras Inhabitant Petitioner and ~~Chingamah~~
=Sheshachella Chitty of the same Place
Inhabitant Respondent

To the Cause of
Chingamah Shashachella Chitty Complain=
=ant and Aroonachellum Defendant

The Answer of the above named noonah Ramanja=
=loo to the Petition and appeal of the above named aroonachellum

Filed in my Office
the 12th December 1789
Charles N. White
Clk

This Respondent for answer to the said Petition and Appeal or unto so much thereof as this Respondent is advised is meterial for him to wake answer unto he answereth and saith that it is true that this Respondent did at the time mentioned in the Petition and appeal file a Petition in the mayors Court at Madraspatnam in Consequence of an illegal Seizure made on certain Premises which were Mortgaged to this Respondent by the Realand lawful Proprietor thereof in a certain Cause wherein Chingamah Shishachelm Chitty was Complainant and Aroonachellum the appellant was Defendant And this Respondent admits to have set

forth

setforth in this Respondents said Petition that the said Premises were the property of Mootian and Ponnapan sons of Cavalcherry Valaugdoo and Balapah Grameny son of Tandavaroy Grameny which had been long since mortgaged to this Respondent by Mootian Ponnapan and Balapan the real proprietors thereof and for the Proof of which this Respondent did annex in his said Petition two Mortgage Bonds two awards and a Bill of Sale — and this Respondent did also setforth that the said Mootian and Ponnapen did on the Sixth day of June in the year of our Lord one thousand seven hundred eighty two borrow and actually receive of this Respondent the sum of three hundred and fifty Pagodas and by way of securing the repayment whereof and Interest the said mootian and Ponnapan did mortgage a House and Ground unto this Respondent as by the Copies of the Translations of a Mortgage Bond a Bill of sale and an Award annexed to the said Petition as before stated may appear this Respondent did also setforth that the said Balaper did also on the eighteenth Day of June in the aforesaid year one thousand seven hundred and Eighty two borrow and actually receive of this respondent the sum of five hundred Pagodas and did Mortgage a House and Ground and another Peice of Ground adjoining thereto unto this Respondent as by the Copies of the Translations of a mortgage Bond a Bill of sale from Dasanah Vencatakistnamah and an Award approved and regestered in the Choultry Court annexed to the said Petition may appear and this Respondent did further set forth that Permaul Grameny and Cundapah Grameny of Madras Inhabitants did Jointly purchase of and from Dasanah Vencatakistnapah naich a certain Parcel of Ground now called Empoons Garden in Oilmongders street for the sum of one hundred and thirty five Pagodas as by the Copy of the Translations of a Bill of sale annexed to the said Petn. marked B may appear one part of which said Ground was some time after sold to different People & the other Part was devided by Permaul Grameny and Cundapah Grameny into six Peics and each of them took three peices ~~of~~ thereof as his own share — This Respondent did further set forth that in Consequence of a Dispute between one Comarapah of madras Inhabitant and Balapan the Eldest Brother of Mootian and Ponnapan the same came before the Choultry Court who refered the Decesion thereof to certain arbitrators and an umpire who determined the same in favor of Balapan as by the said award Copy whereof marked C is annexed to this Respondents said Petition may appear and this Respondent did also set forth that the said Balapan died soon afterwards and the said Moothan and Ponnapan as Brothers and Heirs to the said Balapan did Obtain from the said Choultry Court a Bill of sale of the said Premises being one of the said

three

three spots of the said Permaul Grameny which Bill of sale was founded on the said award as by the said Bill of sale Copy whereof marked D is annexed to the said Petition may appear this Respondent did also set forth that a considerable time after the Devesion of ~~the~~ the said six Peices of Ground in manner above stated took Place between the said Permaul Grameny and Cundapah Grameny the said Permaul Grameny departed this life as did also his only son in Consequence whereof one Balan the son of Tandavaroy Grameny who was Brother of Permaul Grameny and therefore the nephew of Permaul Grameny became Heir to the Estate and Effects of the said Permaul Grameny and possed himself thereof accordingly — and that Mauriapen the Father of the appellant during the Life of the aforesaid Permaul Grameny built an House upon one other of the said three spots of the said Permaul Grameny and the said Permaul Grameny built an House upon another spot thereof and that long after the Death of the said Permaul Grameny a Dispute arose between his said nephew Balan the said Mauriapen and the said Mootiah Ponnapan the Brother to the said Mootiah being then absent from Madras which Dispute was reffered to the arbitrators who Obtained a Declaration from Mauriapen Copy of the Transalation whereof marked F is annexed to ~~the~~ this Respondents said Petition wherein he declared that he had no Right to the spot on which he had so built the said House or to either of the said other two spots the said arbitrators determined that the Right of the said Ground on which the said Mauriapen had so built as well as the other House and Grounds of Permaul Gramny were the Property of the said Balan the said nephew of Permaul Gramny as by the said award Copy whereof annexed to the said Petition marked G and confirmed by Morgain Williams Esquire then one of the Justices of the Peace may appear that by Virtue of the Title of the said Balan to the said two spots of Ground this Respondent did lend him the said Five Hundred Pagodas on the Security of the said Premises as by the Copy of the Mortgage Bond marked H annexed to this Respondent said Petition may appear this Respondent did further set forth that the said Marriapen and his son Aroonachellum in order to Wrong and deprive the said Balan and this Respondent in the premises did procure from one Vencatapaudy naick the son of the said Dausanah Vencatakestnah naick the Original Vendor of the said Premises but who is since dead a Bill of sale of the Premises and caused a pretended mortgage to be made in the name of one Chingah a Dubash to Edward John Holland Esqr. in Consequence whereof the the said Chinganah upon the false Pretence of being a Mortgage referred a Complaint to Anthony Sadlier Esquire then one of the the Justices of Peace who after a strict Examination of the matter dismiſsed the Complaint made by Chengah and confirmed this Respondents Mortgage and allowed the same to be Just this Respondent did further set forth that the said Chengah did make another attempt with Cotton Bower Banks Dent Esqr. one other of the Justices of the Peace to deprive this Respondent of his Right to the said Premises but the said Cotton Bower Banks Dent did also after a strict Enquiry give up the same in this Respondents Favor —

This Respondent admits that the appellant did put in an answer to the said Petition to the Purport stated in the said Petition and appeal which this Respondent did not nor doth by any Means admit for many matters and things therein stated intirely false and foreign to the Dispute in question and introduced in the Proceedings with a View to invailed the Judgement of the Courts and to deprive this Respondent of his Just Right to the said Premises —

This Respondent further admits that Iſsue was Joined and Rules paſsed for the Examination of Witneſses and Witneſses were examined by both Parties and Publication did thereafter paſs and the same Coming on to be heard before the said Mayors Court they were pleased to confirm this Respondents Right to the Premises in Dispute and did order that the sheriffs seals be taken therefrom —

From which order the appellant hath appealed to this Hon'ble Court pretending that he is aggrieved thereby but this Respondent humbly insists that the appellant hath no Cause to consider himself aggrieved by the said Decision of the Mayor's Court for the following Reasons —

First Because this Respondent has proved the Execution of the Two Bonds for the securing the Payment whereof the Premises in Question were mortgaged —

Second — Because the title of Ponapah and Mootiah the Persons who mortgaged one part of the said Premises is Proved by the said Choultry award marked C and the certificate marked D in favor of Balapan the Brother of the said Ponapah and Mootiah and to whom they are Heirs —

Third — Because the title of the other Person of the name of Balapan it whom this Respondent lent five hundred Pagodas and who is son to Tandavaroy Grameny the Brother of Permaul Grameny is proved by the award G of the arbitrators and impire of the Heads of the Cast and afterwards confirmed by the Worshipful Morgan Williams Esquire then one of His Majesty's Justices of the Peace for this Town of Madraspatanam —

Fourth Because the claim of the Defendant Annachellum which is as adopted son to Tanayamallee Wife of —

Pereyatumboo

Pereyatumboo Goorronadum son of Permaul Grameny is disproved by his own Father Marriapah who says that the Defendant has no claim and so he declare by the certificate F to the said arbitrators —

Fifth — Because of the adoption had been made the Heads of the Cast must have known it and the Evidence of Yagapah Grameny and Vadapah Grameny who are the Heads thereof proves that Point and they say that no such adoptions did take place and that Balapen is Right Heir —

Sixth — Because the pretence of Right founded on the Defendant having performed the funeral Ceremonies of Pereyatumby Goorronadum the Husband of Tanyamallee and son of Permaul Grameny is done away by the Testimony of Yagapah Grameny who says that they were performed by the Defendant by reason of the absence of Balapen and that Balapen rewarded him with Ear Rings and a silver middle rope as the Recompence for that Service —

Seventh — Because it appears from evidence of Ninachitty that no Mony was paid to the Defendant who only gave his Bond to try the Title —

Eighth — Because the Evidence of the appellant differ in their Account of Dates on the Points to which they have been interrogated and they are of a different Cast and

and Consequently leſs able to distinguish or to be informed of the Merits of the Case in Question and in additional proof that the Testimony of the appellant is incorrect this Respondent Prays to refer to the Deposition of one of their Witneſses to wit Cundapah Gramany who pretends that the Defendant has the Right altho he is one of the Evidences to the Choultry Bill of Sale in favor of Ponnapoo and Mootiah —

Ninth Because that Tollah Chitty Vencataputty one of the appellants Witneſses depores in favor of this Respondent

Tenth Because other Witneſses on the appellants Part pretend that the Premises in Question were mortgaged to this Respondent by the said Toncannallee for two hundred star Pagodas and they offer to pay the same which they ought not to do if the Right to the premises was with the Defent.

For all which reasons and for such others as may be offered at the hearing this Respondent hopes this Honble Court will confirm the said order of the Mayors Court and diſmiſs the appellant's Petition and appeal with Costs to be paid by the appellant —

(Signed) Stepen Popham
for
Respondent

Court

Court of appeals
at
Madraspatnam } ſs

Saturday the 14th August
Anno Domini 1790

Between Aroonachellum of madras Inhabitant appellant and Noona Raumanjaloo also of the same place Inhabitant Respondent

This Cause Coming on this day to be heard and debated before this Court by the attornies on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honble the Mayors Court together with the order of the said Court given in this Cause on Tuesday the 2d day of June Anno Domini 1789 upon due Consideration had of the Matters therein Severally contained and of the Pleadings and arguments used by the attornies on both sides This Court doth think fit to order and Decree and doth accordingly order and Decree that the said order of the Honble the Mayors Court do stand affirmed and that the appellant's Petition be hence Diſmiſsed —

P Cur
(Signed) Chas. N. White
Clk.

To the Honble John Holland Esquire
President in Council
Fort St. George

In the Honble
the Court of appeals

Between marlew Vencatasha mode=lly Chinnow Chitty Condapah Chitty and Burry Chitty of Madras Merchants — Complainants and nichola Gillet of the same Place Merchant Defendant

The Honble Petition and appeal of the above named nichola Gillet —

Shewith.

Filed in my Office
the 10th. August 1789
Charles N. White
Clk

That on the eleventh day of June in the present year of our Lord one thousand seven hundred and eighty nine the above named Complainants did file a Bill of Complaint in the Mayors Court at Madraspatnam against your Petitioner for the Recovery of ~~the Sum of~~ the Sum of Two Thousand three hundred and forty eight Star Pagodas and five fanams Charged to be due and owing to them by your Petitioner upon a Mortgage Bond Executed by your Petitioner Copy whereof is annexed to the Complainants said Bill of Complaint and your Petitioner begs leave to shew that a Summons did iſsue from the said Mayors Court directing your Petitioner to appear to and

answer

answer the said Bill of Complaint and Accordingly your Petitioner did appear by his attorney at Law and the usual Rules paſsed for your Petitioner to answer the Complainants said Bill of Complaint but your Petitioner Sheweth that he was entirely taken up in Busineſs of material Consequence which prevented him from preparing his answer in time however before the further peremptory Rule was expired your Petitioner did prepare his answer and presented the same to the Court on the twenty eighth day of July last and prayed a further time of one Week to have it translated by the Interpreter in the French Language being your Petitioners native Language which Prayer the said Mayors Court refused and at the Instance of the Complainants attorney paſsed a Decree that your Petitioner should pay unto the Complainants the full and Just Sum of Two thousand three Hundred and forty eight Star Pagodas and five Fanams to gether with Interest due or that might grow due thereon and also all Costs of suit as will more fully and at large appear by the Extract of the Minutes of Court respecting the said Prayer made by your Petitioners attorney and the Decree of the said Court herewith lodged for the Inspection of this Honble Court from which said order and Decree of the said Mayors Court your Petitioner doth appeal to this Honble Court as he Conceives himself highly aggrieved and injured thereby Because it is the Practice of the said mayor Court to grant a further time of several Weeks according to the Circumstances of the Case for a Defendant to put in his Answer and as your Petitioners answer was actually finished signed by his Attorney and delivered over into the Hands of the French Interporetor your Petitioner humbly submits that no Prejudice could happen to the Complainants by granting the said Week and by the Court having refused to do so your Petitioner was led into a Situation which prevented his stating the merits of his case to the Mayors Court your Petitioner therefore prays that this Honble Court will be pleased to set aside the Decree of the said Mayors Court and that a Rule of one Week may paſs to enable your Petitioner to file his Answer to the said Bill of Complaint of the Complainants and further that this Honble Court will grant such further and other Relief as this Honble Court shall think fit —

(Signed) Stephen Popham

Attorney for Appellant

Extract

Extract from the Minutes of a Court Held at the Town Hall on Tuesday the 28th Day of July Anno Domini 1789

Present

William Webb Esquire Mayor

Jos. Dupre Porcher and Andrew Roſs

Aldermen

Morlaw Vencatasha, Moodelly Chinnoo Chitty Condapah Chitty and Bunny Chitty

vers

Nicola Gillet

The Attorney for the Complainants acquints the Court that the usual rules have issued for the Defendant answer the Complainants Bill which he has neglected doing He therefore prays that a Decree may now paſs to which the opposite Attorney Objects and prays he may be allowed a further time of one Week to put in the Defendants answer having delivered the same into the hands of the Interpreter for Translation ordered that a Decree do paſs Bill read —

It appearing by the Records of this Court that the usual rules have issued for the Defendant to Answer the Complainants Bill which he has neglected doing this Court doth therefore think fit to order and Decree and doth accordingly Order and Decree that the Defendant shall pay unto the Complainant the full and

Just Sum of Two thousand three Hundred and Forty Eight Pagodas and five fanams / Pagodas 2348. 5. together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit

A true Extract
(Signed) George Taylor
Depty Register

Mayors Court

Mayors Court at Madraspatnam } Tuesday 28th Day of July Anno Domini 1789

Present

William Webb Esqr. Mayor

Jos. dupre Procher and Andrew Ross
Aldermen

Between Morlaw Vencatasha moodelly Chinnoo Chitty Condapah Chitty and Beeny Chitty of Madras Merchants Complainants and Nicola Gillet of the same place Inhabitant Defendant—

It appearing by the Records of this Court that the usual rules have issued for the Defendant to answer the Complainants Bill which has neglected doing this Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainants the full and Just Sum of Two Thousand three Hundred and Forty Eight Pagodas and five fanams / Pags. 2348. 5. / together with all such Interest as now is or shall hereafter become due thereon untill full payment is made also all Costs of this Suit—

P Cur
(Signed) George Taylor
Deputy Register

A true copy
George Taylor
Depy. Regr.

To the Honble John Hollond Esquire
President in Council
Fort St George

In the Honble
the Court of appeals }

Between Marlaw Vencatasha Moodely Chinnos Chitty Condapah Chitty and Beemy Chitty of Madras Merchants Complainants and Nichola Gillet of the same place Merchant Defendant —

The answer of Marlaw Vencatasha Moodily Chinnos Chitty Condapah Chitty and Beemy Chitty to the Petition and appeal of the above named Nichola Gillet —

Filed in my Office the 27th August 1789
Charles F. White
Clk

This Respondents for answer to the said Petition and appeal or unto so much thereof as these Respondents are advised is materials or necessary for them to make answer unto answereth and saith that they do admit that on the Eleventh day of June in the Present Year of our Lord one Thousand Seven hundred and Eighty nine they did file a Bill of Complaint In the Mayors Court of Madraspatanam against the said appellant for the recovery of the Sum of Two Thousand three Hundred and Forty Eight star Pagodas and five fanams due and owing unto your Respondents and arising upon a Certain mortgage Bond executed by the said appellant your Respondents also admits that a Summons from the said Mayors Court did issue thereon Derecting the said Appellant to appear and answer to the said Bill of Complaint and your Respondents admits that the said appellant did appear by his attorney at Law and that the usual Rules for the said appellant to answer your Respondents Bill of Complaint passed But the said appellant being Unprepared with an answer he did through his Attorney pray the Indulgence of another Week which your Respondents attorney not particularly Objecting to further time of one Week was granted to him And your Respondents for further answer say that the Second Peremptory Rule having expired and the said appellant having neglected to file his answer that the said Mayors Court did then Decree the said appellant to pay unto your Respondents the Sum of Two Thousand three Hundred and forty eight Star Pagodas and five fanams Together with all Interest due or that might grow and became due thereon and also all Costs of Suit your Respondents for further answer to the said appellants Petition and Appeal and more particularly to the assertion made by him that he is aggrieved answerth and saith that they positively and Solemnly deny that the said appellant is aggrieved or injured In the most distant manner by such Decree of the mayors

Court nor has he any Just Cause for appeal on the Contrary these Respondents Insist and Maintain that they are the Injurred people that the sperit of Justice has actuated the mind of the said appellant and Induced him to litigate a Special Bond In Order to prevent the wine therein Mortgaged from being sold agreeably to the tenor of the said Bond your Respondents further answering saith that they do admit that the said Mayors Court are inclined when the Circumstances of the Case require it to give further time after the usual rules have Expired for answering But these Respondents say that the said Mayors Court are particularly Cautious to whom and to what Causes they extend such indulgence For it is Contrary to those settled Rules of Practice which they have ennacted and therefore unless It is where the Cause of action and the matters &c depending for answer are involved in some Obscurity they never admit or grant further time these Respondents say that the Case of the appellant bears not the smallest analogy to such a situation nor Is he entitled In the most distant degree to that relief which he has craved and the more especially as He had one Week extraordinary given him to answer your Respondents Bill of Complaint which he neglected to do —

Your Respondents Sheweth that this action was brought upon a Special Security the meaning Sperit

and

and Intention of which cannot be mistaken or perverted that having lent to the said appellant the Sum of Two thousand three hundred and forty eight star Pagodas and five fanams that He did accordingly pass and execute His Bond for the same and as a Collateral security for the more certain discharge and payment of the said Bond the said appellant did mortgage unto your Respondents 1500 Dozen of wine as morefully and particularly appears by the said mortgage Bond a Copy of which is Annexed to your Respondents Bill of Complaint to which they pray a reference may be made your Respondents further shewith that the said Mortgage Bond having become due that they did frequently demand from the said Appellant the Payment and Discharge of it who always evaded the same your Respondents therefore finding that mild and amicable Measures availed nothing that they had recourse to Coercive means and accordingly did file their Bill of Complaint for the amount due and Owing upon the said Bond your Respondents further Sheweth that the usual Rules having expired and hearing that the said Appellant had procured further time of one week to deliver in his Answer that they did Particularly request their attorney to intimate to the said Mayors Court the injury they would suffer from procrastination and on that Account to urge and press a Decree and your Repondents

Sheweth that the second Peremptory Rule having expired that a Decree was Prayed for when the attorney of the said appellant in order to prevent the same passing did alledge that He had put Into the Hands of the French Interpreter an = answer for Translation but the said Mayors Court Conceiving = that the said appellant had abused the indulgence given to = him by requiring further time and rightly Judging that any answer that could be put in would be Calculated for the = purpose of delay that they did Accordingly order and pass the Decree as aforesaid your Respondents Humble Submits to the Consideration of this Honble Court the injury which they have already experienced from letigious Spirit of the appellant and how much that would be encreased were the prayer of the Petition granted and the Decree of the Mayors Court thereby reversed — your Respondents Sheweth unto this Honble Court that having accepted of a Mortgage as a Collateral Security for the payment of there money that they are precluded from having Bail Consequently from that security which any other Cause of Action would have entitled them to —

Your Respondents Sheweth that the wine mortgaged to them is of a quality not Calculated for Keeping that it is Subject to damage and may In the Course of a few Months be altogether unsaleable and should such be

the

the Case your Respondents might be for ever deprived of their Remedy for the appellant not being held to Bail would probably abscond from the Jurisdiction of this Court where your Respondents never would be able to find him your Respondents presumes to state to this = Honble Court that were the prayer of the appellants Petition granted That it would tend to distroy the effect of those Instruments which the legislature has formed for the better security of property and would be an encouragement for every dishonest Man to letigate and dispute his Just and lawful Debts and to put Constructions upon special Securities Contrary to the Spirit and Tenor of them For which reasons as well as those above set forth and such others as may be Offered at the hearing your Respondents Pray that this Honble Court will be pleased to affirm the Decree of the Mayors Court and that the appellants said appeal be dismissed with exemplary Costs to be payed by this appellant as a Compensation for the Injury which these Respondents have Suffered from his letigious and unjustifiable Conduct —

(Signed) George Chalmer
attorney for Respondents

Court of Appeals at Madraspatnam

Saturday the 14th August
Anno Domini 1790

Between Nicola Gillet of Madras Inhabitant appellant and Myla Vencataxa moodelly Chinni Chitty Condapah Chitty and Beerny Chitty also of the same place merchants Respondents —

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 28th day of July anno Domini 1789 upon due Consideration had of the matters therein severally Contained and of the Pleadings and arguments used by the attornies on both sides This Court doth think fit to Order and Decree and doth accordingly 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 —

Per Cur
(Signed) Chas. N. White
Clk

To

To the Kings most Excellent Majesty in Council

Between Marlaw Vencatasha moodelly Chinna Chitty Cundapah Chitty and Berny Chitty of Madras Merchants Complainants and nicola Gillet of the same Place Defendant

The humble Petition and appeal of the above named nicola Gillet —

Most Humbly Sheweth

Filed in my Office
the 27th August 1790
Charles N. White
Clk

That on the Eleventh day of June in the year of our Lord one thousand seven Hundred and Eighty nine the above named Complainants did file a Bill of Complaint in the Mayors Court at Madraspatnam against your Petitioner for the recovery of the Sum of Two Thousand three Hundred and forty Eight Pagodas and five fanams charged to be due and owing to them by your Petitioner upon a Mortgage Bond executed by your Petitioner Copy whereof is annexed to the Complainants said Bill of Complaint and your Petitioner most humbly begs leave to shew that a Summons did issue from the said Mayors Court directing your Petitioner to appear to and answer the said Bill of Complaint and Accordingly your Petitioner did appear by his attorney at Law and the usual Rules passed for your Petitioner to answer the

Complainants said Bill of Complaint but your Petitioner most humbly Sheweth that he was entirely taken up in Busineſs of material Consequence which prevented him from preparing his answer in time however before the further peremptory Rule was expired your Petitioner did prepare his answer and presented the same to the Court on the twenty eighth Day of July which was in the said year of our Lord one thousand seven hundred and Eighty nine and prayed a further time of one Week to have it translated by the Interpretor in the French Language being your Petitioners native Language which Prayer to the said Mayors Court refused and at the Instance of the Complainants ~~the said Mayors Court afored and at the Instance of the Complainants~~ Attorney paſsed a Decree that your Petitioner should pay unto the Complainants the full and Just Sum of Two Thousand Three Hundred and forty eight Pagodas and five Fanams together with Interest due or that might grow due thereon and also all Costs of Suit —

From which said Decree of the said Mayor's Court your Petitioner did appeal to the Court of Appeals at Madraspatanam as he conceived himself highly aggrieved and injured thereby Because it is the Practice of the said Mayors Court to grant a further time of several Weeks according to the Circumstances of the Case for a Defendant to put in his answer and as your Petitioners answer was actually finished signed by his Attorney and delivered over into the Hands of the French Interpreter your Petitioner did humbly submit that no Prejudice could happen to the Complainants by Granting the said Week and by the said Mayors Court having refused to do so that your Petitioner was led into a Situation which prevented his stating the Merits of his Case to the said Mayors Court your Petitioner did therefore pray that the said Court of Appeals would be pleased to set aside the Decree of the said Mayors Court and that a Rule of one Week might paſs to enable your Petitioner to file his answer to the said Bill of Complaint and your Petitioner did farther pray that the said Court of Appeals would grant such further or other Relief as the said Court should think fit — To which said Petition and appeal the Complainants did put in their answer and your Petitioner Sheweth that the said Petition and answer came on to be heard and determined on the fourteenth day of this Instant August by the said Court of appeals who were pleased to confirm the Decree of the said Mayors Court with Costs of suit in the said Court of Appeals to be paid by your Petitioner all which will more fully and at large appear by Reference to the several Proceedings had in the above Cause in the said Mayors Court and Court of

Appeals to which said several Proceedings and to each of them respectively your Petitioner prays leave to refer and to have such full and ample Benefit of them and of each of them as if they and each of them were herein before fully stated and set forth and made Part of this appeal —

From which said Decrees of the said Mayors Court and Court of appeals your Petitioner most humbly appeals to your most Excellent Majesty in Council for the Reasons above stated and for the following among other Reasons —

First. .. Because to the Record of the Mayors Court which accompanied the other Proceedings to the Court of Appeals at Madras and which now makes Part of the Proceedings of this Petition and appeal to your most Excellent Majesty in Council States that the answer of your Petitioner was actually in the hands of the French Interpretor the French being your Petitioners native Language for Translation as by the Usage of the said Court ought to be —

Second ---- Because that the Court having granted a further or second peremptory Rule to your Petitioner to answer the Complainants Bill upon the General Merits of his Case as stated to the Court the Presumption is that the Mayors Court considered your Petr. as having some Merits to plead to the Court —

Third ... Because that as the Mayor's Court had granted such

Indulgence

Indulgence they were bound to carry the same into Effect in favor of your Petitioner and as his answer had been finished as far as rested with him or his attorney at Law and was actually in the hands of the French Interpretor who being an attorney of the Court was then before them the Court were not Justified in paſsing a Decree against him by Default which the Record states when he had in fact finished his answer and the same was signed by his attorney and delivered to the French Interpretor as aforesaid

Fourth .. Because in granting the Indulgence or rather in carrying into Effect the Indulgence given the proceeding Court Day when the Court were pleased on the Representation of his attorney to grant a further Week the Complainants could in no Event suffer any further Evil than a Weeks Delay in the Proceedings of the Cause whereas by paſsing the Decree they have not only stated that your Petitioners had neglected to answer when the minute of Court states that he had answered but they have deprived your Petitioner for ever from stating the Merits of his Case unleſs your Majesty in council will be pleased to grant him Redreſs in the Premises —

For all which Reasons and such others as may be offered at the Hearing your Petitioner most humbly prays that your most Gracious Majesty in Council will be pleased to reverse the said orders of the said Mayors Court

and

Court and Court of Appeals and give your Petitioner one Week time to answer the Complainants Bill and state the merits of his Case for the Consideration of the Mayors Court — and that the Complainants may pay the Costs of Suit —

(Signed)

Stepen Popham
Solicitor for
Appellant

Court

Court of Appeals
at
Madraspatnam } &c

Saturday the 14th August
Anno Domini 1790

Between Nicola Gillet of Madras Inhabitant appellant and Myla Vencatasha moodely Chinna Chitty Condapah Chitty and Beemy Chitty also of the same place merchants Respondents —

This Cause coming on this day to be heard and debated before this Court by the attornies on both sides upon hearing the Petition of appeal and answer and the several Exhibits of the Honble the Mayors Court together with the Decree of the said Court given in this Cause on Tuesday the 20th day of July anno Domini 1789 upon due Consideration had of the matters therein severally contained and of the Pleadings and Arguements used by the Attornies on both sides this Court doth think fit to order and Decree and doth accordingly order and Decree that the said Decree of the Honble the Mayor's Court do stand Affirmed and that the appellants Petition be hence Dismissed with Costs —

℘ Cur

(Signed) Chas. N. White
Atty

To

To the Hon^ble John Hollond Esquire

President in Council

Fort St. George

In the Hon^ble the Court of appeals at Madraspatnam

Between Antonio De Souza of Madras Merchant Complainant and Deonezio Phillethus Calender of the same place Inhabitant Defendant —

The humble Petition and appeal of the abovenamed Defendant —

Sheweth

Filed in my Office the 6th July 1789
Charles W. White
Clk

That the above named Antonio De Souza did some time on or about the fifth of May which was in the year of our Lord one thousand Seven Hundred and Eighty Eight exhibit and file a Bill of Complaint in the Hon^ble the Mayors Court at Madraspatam against your Petitioner for a Debt due and owing unto the said Complainant amounting to the sum of one thousand three hundred and Ninety one Star Pagodas Twenty six fanams and thirty six Cash Current Money of Madras arising on a Mortgage Bond executed by your Petr. to the said Complainant and your Petitioner did put in his answer to the said Bill of Complaint stating that immediately after the expiration of the time Limited in your Petitioners Bond he your Petitioner not having Cash sufficient to pay the amount thereof did apply to the Complainant to extend the term of Payment of the said Bond to a Period of five Months longer your Petitioner sheweth that the Complainant willingly acceded to your Petitioner said request and indulged your Petitioner with the said time of five Months for the Payment of your Petitioners said Bond to which said answer the Complainant did file his Replication your Petitioner Rejoind thereto and your Petitioner Sheweth that Issue was Joind Rules did pass for the Examination of Witnesses and Witnesses examined on the Part of the Complainant Publication passed and the said Cause came on to be heard in the Hon^ble the Mayors Court on the twenty third June in this present year one thousand Seven hundred Eighty Nine when your Petitioner Sheweth that the said Hon^ble the Mayors Court were pleased to order and Decree and did accordingly order and Decree that your Petitioner should pay unto the Complainant the said Debt Interest and Costs —

By which said order and Decree your Petitioner doth conceive that he is aggrived and doth therefore appeal therefrom and for Cause of appeal sheweth that as the said Complainant had indulged your Petitioner with a time of five Months for the Payment of your Petitioners Bond he ought not and with submission could not in Equity have sued your Petitioner in the Honble the Mayors Court the very next Day after the granting the said Indulgence your Petitioner with Submission to this Honble Court thinks it Just that the Costs should be paid by the Complainant —

Your Petitioner humbly hopes that this Honble Court will be pleased to reverse the said Decree given by the Honble the Mayors Court and order and Decree that the Costs of Suit be paid by the Complainant and grant such further and other Relief as to them may seem Equitable and meet —

(Signed) James S. Hall

Solicitor for Appellant

Mayors

Mayors Court at — }
Madraspatnam }

Tuesday the 23. day of June
Anno Domini 1789

Present

William Webb Esquire . Mayor
Edward Garrow George Savage
& Andrew Ross Aldermen

Between Antonio De Souza of Madras Merchant Complainant & Deonizo Phellippus Calandar of the same place Inhabitant Defendant.

This Cause Coming on to be Heard & Debated this Day in the Presence of the Attornies on both sides on Reading the Complainants Bill with Copy's of a Mortgage Bond & an account annexed the Defendants answer the Replication the General Rejoinder the Interrogatories & Depositions on the part of the Complainant with a Bond annexed on Hearing the Pleadings made use of by the attornies and on due Consideration had thereon this Court doth think fit to order and Decree and doth accordingly order and Decree that the Defendant shall pay unto the Complainant the full and Just Sum of One Thousand three hundred and Ninety one star Pagodas twenty six fanams and thirty six Cash / 1391. 26. 36./ together with all such Interest as now is or shall hereafter become due thereon untill full Payment is made also all Costs of this Suit —

P Cur
(Signed) George Taylor
Deputy Regr

A true Copy
James S. Hall
Sollicitor for Appellant

To

To the Honble John Hollond Esquire
President in Council
Fort St George

In the Honble the Court of
Appeals at Madraspatnam

Between Antonio De Souza of
Madras merchant Complainant and
Deonizio Phillipus Calender of the
same Place Inhabitant Defendant

The answer of the above named Complainant to the Petition and appeal of the above named Defendant —

Filed in my Office
the 10th August 1789
Charles B. White
Clk

This Respondent by way of answer to the said Petition and appeal or unto somuch thereof as Concerns this Respondent to make answer unto saith that he admits to be true that this respondent did at the time mentioned in the Petition and appeal file a Bill of Complaint in the Mayors Court at Madraspatnam against the appellant for the recovery of the ſum of one Thousand three hundred and ninety one star Pagodas Twenty six fanams and thirty six Cash due and owing to this Respondent upon a mortgage Bond Copy whereof is annexed to this Respondents Bill of Complaint To which said Bill of Complaint this Respondent admits that the Appellant appeared and filed his answer wherein he pretended that immediately after the expiration of the time limitted in the appellants said Mortgage Bond he applied to this respondent to extend the Term of Payment of the said Bond to a period of five Months longer and that this respondent acceded thereto to which said answer this respondent admits that he filed his Replication wherein among other things he stated that the appellant did after the expiration of the time limitted in his said Mortgage Bond request this respondents to grant a further time of five Months for the discharge of this respondents Demand to which this Respondent consented provided the appellant would make a mortgage Bond in due form of Law as the former one Copy whereof is annexed to this Respondents Bill of Complaint was not properly and fully expressed Because the Bill of Sale which was mortgaged to this Respondent by the appellant is made in the Name of the appellants Father and the appellant himself declared to this Respondent in the presence of Stephen Popham and Thomas de mello that he was entitled only to only to one half of his Fathers Estate and his Mother to the other half and in order to ascertain the fact whether the appellant had a right to mortgage the said Bill of Sale or not this respondent required that he should produce the Probate of his Fathers Will which the appellant promised to do but did not Comply in Consequence of which this Respondent sent

his

his Writer the said Thomas de mello to the appellants House to bring the said Probate but the appellant put him off from time to time pretending that he could not find the said Probate this Respondent did further set forth that some time after he sent for the appellant and in the presence of the said Stephen Popham and Thomas demello asked for the said probate which the appellant faithfully promised to produce but that he still neglected doing it even to the day of filing this Respondents Bill of Complaint in the said Mayors Court to which said replication this respondent admits that the appellant filed a General rejoinder and this respondent also admits that issue was Joined and rules passed for the Examination of Witnesses and two Witnesses were examined on the part of this Respondent and Publication passed and the said Cause was set down for hearing and came on to be heard in the said Mayors Court on the Twenty third day June last when the said Mayors Court were pleased to order and Decree and did accordingly order and Decree that the appellant should pay unto this Respondent the Sum of one Thousand three hundred and ninety one Pagodas Twenty six fanams and thirty six Cash together with all such Interest as then was or should thereafter become due thereon untill full payment was made also all Costs of this suit —

From which said Decree of the said Mayors Court the said appellant did appeal to this Honble Court of appeals under pretence that he is aggrieved But this Respondent saith that the appellant hath no Cause or Ground whatever to be aggrieved for this appellant hath by the Evidence of Thomas de mello proved every point stated in this Respondents replication and as the present action is founded on a Mortgage Bond this respondent humbly submits that the present appeal to this Honble Court is only with a view to put off the payment of his said Bond—

Wherefore this Respondent humbly hopes that the Decree of the said Mayors Court of the Twenty Third day of June last Will be affirmed and that the appeal of the appellant be dismissed with exemplary Costs as being Letigious and Vexatious —

(Signed) Stephen Popham.
Attorney for Respondent

Court

285

Court of Appeals at Madraspatnam }

Saturday the 1st August
Anno Domini 1790

Between Deonizio. Phillippus Calendar of madras Inhabitant appellant and Antonio Desouza also of the same place Merchant Respondent —

This Cause Coming on this day to be heard and debated before this Court by the attornies on both sides upon hearing the Petition of appeal and answer and the Several Exhibits of the Honble the Mayor's Court to-gether with the Decree of the said Court given in this Cause on Tuesday the 23d day of June Anno Domini 1789 upon due Consideration had of the matters therein severally Contained and of the Pleadings and Arguments used by the attornies on both sides this Court doth think fit to order and Decree and doth accordingly order and Decree that the said Decree of the Honble the Mayor's Court do stand affirmed and that the appellant's Petition be hence Dismissed with Costs —

V Cur
(Signed) Chas. N. White Clk

To the Honble the Court of Appeals at Madraspatnam

Between Mahomed Hossain Tawker Cawn and Abdellah Cawn Sons and Heirs of Matiffer Cawn deceased Appellants

and

Kanamontha Naig Gomastha and of Manager to the Banking House of Dava Boocanjee Cauzee Doss by his Attorney James West – Respondent –

The humble Petition of James West Attorney of the above named Respondent –

Sheweth

That the above named Petitioners did long since file their Petition of appeal in this Honble Court from an Order of the Honble the Mayors Court and that the time allowed for filing an answer thereto having elapsed your Petitioner is wholly precluded from the Benefit thereof unless this Honble Court be pleased to extend its indulgence and enlarge the Rule and Suffer him to come in with his answer –

And your Petitioner further Sheweth that enability to raise the Money for procuring a Copy of the Petitioners said Petition has alone prevented him from taking out the same and filing his answer thereto in the time usually allowed for that purpose as by the affidavit of your Petitioner here unto annexed may appear to which your Petitioner begs leave to refer and prays the same may be taken as part of this his answer –

Your Petitioner therefore humbly prays that this Honble Court will be pleased to extend their indulgence to wards him and permit him to come in with his answer to the Petition of the Petitioner –

And your Petitioner as in
Duty Bound Shall
Ever Pray –

(Signed) James S. Hall
Peter Walker
Solicitors for Petitioner

In the Honble the Court of appeals at Madraspatnam

Between Mahomed Hoosain Tawker Cawn and abdellah Cawn sons and Heirs of Matifer Cawn Deceased appellants —

and

Hanamontha Naig Gomastah and manager to the Banking House of Dava Boocanzee Cauzee Doss by his attorney James West Respondent —

The affidavit of James West attorney of the above named Respondent —

James West attorney of the above named Respondent maketh Oath and saith that he has not till this time been able to raise the Money to pay for a Copy of the Petition filed in this Honble Court by the above named appellants and which alone has prevented him from filing his answer thereto —

Sworn to before me
this 31st July 1790 in Madras
Vincentio Carbett
Mayor

(Signed)
James West

Peter Walker
James S. Hall
Solicitors for Respondent

To

To the Honble Major General William Meadows
President in Council of
Fort St George

In the Court of Appeals

Between Hanamuntha Naig Gomastah to the House of Davy Bucherjee Causee Doss by his attorney James West Complainant

and

Mahamed Tanyer Cawn and Abdullah cawn sons of Nabob Motifer cawn deceased Defendants —

The humble Petition of Mahamed Tanyer Cawn and abdullah cawn

Sheweth

That your Petitioners have filed an appeal in the above Cause above 18 Months Past to which no Answer have it been filed tho the Rules of the Court require that it be filed in that time —

That your Petitioners have heard that James West intends to Pray leave to put in an Answer taken affidavit that he has ready no Money to pay for a Copy of the Appeal whereas your Petitioners thew that James West spends above 50 Pagodas a Month in his own Expences beside Bundy &

Horse and for his Servants —

Wherefore your Petitioner Pray that he may not be permitted now to file his answer but that the Cause may be heard upon the Proceedings now before your Hon^ble Court of — appeals — and your Petitioner as in Duty Bound

Shall Ever Pray

Court

Court of Appeals at Madraspatnam } &c.

Saturday the 14th August Anno Domini 1790

Between Mahomed Hussan Tauher Cawn and Abdellah Cawn sons and Heirs to the late Motifer Cawn Deceased appellant and Hanamuntha Naig Gomastah to the House of Dava Buckrijee Cauzee Doss by his Attorney James West Respondent

The Petitioner James West having in the preceding affidavit declared that he had not till the present time been able to raise the money to pay for a Copy of the Petition filed in this Court in the year 1788 by the said appellants and which alone has prevented him from filing his answer thereto it is Agreed by the Court in Consideration of what has been set forth in the said Affadavit that the Hanamuntha Naig Gomastha to the House of Dava Bucanzee Cauzee Doss be allowed by his Attorney the said James West to take out a Copy of the said appeal and to file his answer thereto within fourteen Days —

Per Cur

(Signed) Cha^s N. White Clk