M.R.O. 1—77,005—8-6-37.

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

MADRAS RECORD OFFICE.

Government of Madras.

Financial DEPARTMENT.

G.O. No. 286	Press / Mis.
81-82	
Dated 13-12- 1871.	

81-82 26/27

Not to be folded or roughly handled

78B/1612

Proceedings of the Madras Government, Financial Department, 13th December 1871.

No. 81. Read the following letter from the Resident in Travancore and Cochin, to the Chief Secretary to Government, Fort Saint George, dated Cochin, 4th December 1871, No. 99 :—

I have the honor to acknowledge receipt of the order of Government, dated the 21st ultimo, No. 678, and its enclosures, herewith returned, and to submit the following remarks on its subject.

2. Having heard in Madras, in June last, that the Agent of the Madras Bank at Alleppey had complained of the Proceedings of the Alleppey Court in connection with Bank suits, I took the opportunity of speaking to Mr. Oughterson, the Bank Agent there, as I passed through Alleppey on my way to Trevandrum shortly afterwards, and did request him to send me a memorandum of the points that he thought particularly objectionable in regard to the Court's procedure.

He sent me the memorandum* included in the papers now returned, which I sent through the Dewan for the consideration of the Sadr Court, taking the opportunity of official visits to request the attention both of the Dewan and the First Judge of the Sadr to the complaints of the Agent.

It reached me I think early in July last.
* With memorandum, dated 3rd July 1871, copy enclosed. No. 1.

3. I found, however, that the Sadr Court had already taken notice of a representation from Mr. Oughterson. I forward copy of their letter† to the Dewan on the subject. A copy was, I believe, sent by the Dewan to the Agent. It shows that on one day, the 5th June last, the Bank filed no less than twelve suits, that one of these was posted for the 30th idem, and the rest consecutively from the 1st to the 13th July. It points out that the Alleppy Court has always a heavy file, and that there did not seem just grounds for the complaint the Agent had made.

† Dated 26th June 1871, No. 66. No. 2.

4. I beg also to forward copy of the Sadr's Proceedings on the Agent's memorandum of June last, above-mentioned in paragraph 2. In his letter forwarding that memorandum to me the Agent specified particularly "three instances of apparent bias against the Bank." These I have marked A., B., and C., in the Sadr's proceedings, and it will be observed that whilst the Agent's objections were met in some cases, in others explanations were called for from, or mistakes pointed out to, the Lower Court. The other points raised by Mr. Oughterson have been similarly attended to. I perceive by the Agent's communications to the Bank that the twelve suits filed on the 5th June have all been disposed of some time ago.

No. 3.

5. I believe there have been mistakes and delays in the Alleppey Court in regard to the Bank cases, as with regard to others. But I doubt much whether there have been a larger proportion of either than would have been met with in any other Court in either of these states, although exceptional difficulties have existed, from personal animosities which I need not farther dilate on here, but which have to some extent disturbed the whole administration in Travancore. They had nothing to do with animus against the Bank. The Sadr Court is giving attention

to the matter both of Law and Procedure with regard to the Bank cases in the Alleppey Court, and I believe I may express a confident hope that improvement will be effected.

6. I must mention that I myself have given some attention to this subject, but from various considerations have been especially desirous not to appear too prominently interfering. I am sure Government will agree with me in considering that any influence exercised by the Resident on the action of any of the Lower Courts should be brought to bear through the Sadr Court.

7. And I cannot conclude without pointing out a careless, though doubtless unintentional misrepresentation of my action by the Alleppey Agent, and the Bank Directors. Both quote my memorandum to the Agent as remarking that "his complaints were capable of satisfactory explanation." A reference to my memorandum will show that it states: 1*stly*, that the Agent's communication had been sent to the Sadr Court; 2*ndly*, that the proceedings of the Sadr had been submitted to the Resident; 3*rdly*, that on several points the Sadr had issued instructions to the lower Courts; and 4*thly*, that on others the Agent's objections had been shown capable of satisfactory explanation, though the Judges had emphatically impressed on the Alleppey Court the necessity of avoiding all undue delay. I cannot but express surprise at so complete a misrepresentation of my memorandum as the quotation of part of the last point only. Such quotation is calculated to convey a very false impression of the scope of the whole.

No. 450, dated 17th August 1871, copy enclosed. No. 4.

8. I have again addressed the Dewan on the general subject, sending him copy for communication to the Sadr Court of the G. O. under reply.

No. 82. ORDER THEREON, 13th December 1871, No. 786.

The letter from the Resident of Travancore above recorded will be communicated to the Directors of the Bank of Madras.

2. The enclosures forwarded in the Bank Secretary's letter, dated 31st ultimo, are returned.

(True Extract.)

R. S. ELLIS,
Chief Secretary.

To the Directors of the Bank of Madras.

No. 1.

3

No. 334.

Resident's Office,
Trevandrum, 3d July 1871.

To
The Dewan of
Travancore

Memo.

In forwarding the enclosed copies of Correspondence from the Agent Bank of Madras Alleppey dated the 29th Ultimo, the Resident has the honor to recommend that the papers be communicated to the Sudr Court - as without expressing an opinion on details he thinks the Court will see grounds for noticing several points mooted and issuing such instructions as may be deemed necessary to the Alleppey Court.

Signed/ G. A. Ballard
Resident.

№66 Sadr Court House
Trevandrum 26 June 1871

To

Sir T. Madava Rao K.C.S.I.
Dewan of Travancore

Sir,

We have the honor to acknowledge receipt of your №2278 on 443 of the 23 Inst. giving copies to copy of a letter from the Bank Agent Alleppey, wherein he points out instances in which the Alleppey Zillah Court have not posted, for hearing, the suits of the Bank, within a fortnight from the date of their file, as directed by us.

2. It will be noticed from the list appended to your enclosure, that on the 5 June, the Bank had to file no less than 12 suits & that one of them is posted for hearing on the 30 of the same month, while the others fall consecutively from the 1st to 13 July proximo, Sundays excepted. It is highly probable that the dates intervening the 5 & 30 were previously assigned to other suits, especially that Alleppey is a

Court

Court which has always a heavy file.

3. The Court indeed, could not have anticipated the suits of the Bank, in fixing the dates for hearing of the other suits, so as to be prepared to give precedence to the former, without materially altering the previously arranged plan of work, & thereby putting several other parties & the Court itself to some inconvenience. - In fact the suits of the Bank were too many in number to admit of our instructions being literally conformed to by the lower Court, while it is evident that in fixing the dates for their hearing, they had in view the spirit of our order, which was to avoid all unnecessary delay.

4. Under these circumstances, we are not prepared to say that the Agents letter under reference, requires any notice in the way of an explanation from the Allepey Court; and we hope you will see that the complaint therein made is without substantial foundation.

5. You will particularly note that 12 suits having been filed on the same date, it was quite impossible that all should have been posted literally 15 days

days thence, and it may not have been possible to post even one out of the 12 for hearing on the 15 day, if before these suits were filed, that day had been preoccupied, as it were, by other suits.-

/Sig'd/ M Sadasiva Pillai - 1 Judge
" C. F. Kohlhoff - 2 Judge
" T Veda Risada Sa Mudeliar - 3 Judge
" T. Venkata Iyer - 4 Judge

/True Copy/
/Sig'd/ M Sadasiva Pillai
1st Judge

№3

Proceedings of the Sudr Court of Travancore

dated 28th June 1046.
11th July 1871.

Read letter from the Dewan №2460 of 4th July 1871, forwarding copy m. 471
of a memo from the British Resident, №334
of the 3d Idem, with enclosures copy of
a letter from Mr Oughterson, Agent Bank
of Madras, Alleppey & memoranda connect-
ed with suits instituted by the Bank in the
Alleppey Zilla - showing instances of
irregularities and delay in the conduct and
disposal of suits filed by the Bank -

We proceed to make the
following

following Observations thereon-

Remarks of Mr Oughterson

A

"In Suit No 425 of 1046

"against one Abdulla'

"Ká'tha and Chakoo Abul-

"la immediate execution

"was applied for, on a

"Decree, dated 21st Instant

"(June) against the parties,

"by the 3rd Judge- The 1st

"Judge on the 8th April in

"a Suit instituted against

"Abdulla Ká'tha by a

"priced goods in pater

"granted attachment

"of the Defendants property

"before Judgment at

"5 o'clock on the same

day

Observations

A

The order might

apparently have been grant

-ed earlier- The delay how-

-ever may admit of an

explanation seeing that

the Judgment was passed on

the very day the application

was made probably a day

or two may be required for

preparing a Decree out of

the Judgment and for other

ministerial work

Consequent on the applica

-tion- It is understood that

miscellaneous petitions are

taken

day and it was acted upon

at once- That a Complain

-t that the evidence on

which he was thus so

Summarily proceeded against

was false as to his intended

evasion- At any rate this

prompt action was granted

on a Common debt for

goods supplied-

I sued on a Bill or

unconditional promise

to pay a certain sum

of money on a certain

day and though

unopposed in my

request for immediate

Execution

up for disposal in the

Alleppey Court on a

stated day in the week-

(which is no doubt a

very proper arrangement)

so that this petition may

have had to come on for

disposal some 6 or 7 days

after presentation, if we find

there was a Sunday intervening

besides- The interval does not

appear unreasonably long

Considering the application as

an ordinary one like others of the

kind unless the Barker presenting

the application personally moved

the Judge as a special case for

immediate

"Execution made on the
"21st Instant the
"Commission to attach was
"granted only on the
"28 "Instant.
"It remains to be seen
"to what extent I
"have been subjected
"to do so by this
"unexplained
"delay in enabling
"me to secure properly.
"I say unexplained
"because the 1st Judge
"would give no reason
"for the delay".

immediate orders. supposing this to be done in any case it is the particular wish of this Court that such urgent applications should receive prompt attention and not put aside to Come on in Course.

All Contingencies of absence on the part of the 1st Judge should be provided against. and his Colleagues engaged in Civil Work should have instructions to attend to such applications in his possible absence. Ministerial Officers should have Corresponding instructions to bring them forward at once to the Judge then in Court.

Remarks of Mr Oughterson.
B.

"In a suit against
a tobacco merchant
P. V. Soondrum Pillay on a
Bill discounted filed on
the 27th Instant (June) I
applied for attachment
before Judgment on the
"grounds that another
"creditor had obtained it
"on the day (the 26th Instant)
"the said creditor
C. J. Vaddialingom
instituted his suit
having satisfied
the

Observations.
B.

The suit was filed
on the 28th and the appli-
cation for attachment
also made on the same day.
The application seems to
have been presented to the
Judge as is according to the
practice of the Court.
Probably the Vakils
direct personal application
to the Judge was intended to
press the matter forward instead
of its being left to Come on
in the usual Course. In
such Cases we Consider
a party or his Vakil has a
right

"the 1st Judge that his
"application was well
"founded- I hold certain
"documents of Sondra
"Killay's as an equitable
"mortgage being collateral
"security for Bills dis-
-honored and current
"and bearing that real
"property represented by
"these documents was
"being attached wished to
"make his my claims
"as secure as possible.

A

right thus, as it were to intrude upon the Court without being found fault with for interruption- Mr Oughterson speaks of the Vakil being insulted- We cannot quite understand this- But it is possible an expression of anger might have been used at the pressure put upon the Court by these repeated applications I we would only remark, for the guidance of the Judge in future that Exceptional applications

"A petition was made this
"the regular Course is given
"to the Tomasha of the
"Court but received no notice
"The Vakil then presented
"one in open Court on the
"27th Instant, and I am
"informed was insulted-
"But this as it may one
"creditor has had a preference
"and that also on a debt
"for goods sold
"the bargain for which
"has yet to be proved while
"on a Bill I cannot
"get any satisfaction
whatever."

application of this kind when a party or Vakeel in good faith believes that time is of Consequence to him & presses for early action should be indulgently treated and not Construed into objectionable interruption or contempt- Indeed it is by some such pressure upon a Court always fully occupied otherwise that a special request of the kind made in good faith & out of time can get a hearing-

Mr Oughterson seems to have written the letter under note just 2 days after his application was presented- In all probability it has been granted since-

Remarks of the Agent.

C

"I would also call
"your attention to the
"fact that the Sadar
"Court ordered the
"1st Judge to take
"up the Bank suits
"or Bills within
"days from institution
"and that the first
"suit to be heard of a
"number instituted on
"the 5th June is
down for the 30th
Instant.

Observations.

C

Upon the first
point urged viz the suit
not being posted for
hearing within 14 days from
the date of its institution
we have simply to say that
the matter formed subject of
Complaint already by the
Bank Agent & our opinion
that the Complaint was
without substantial foundation
was Communicated to the
Agent by the Dewan (vide
Sadar Court's letter to the Dewan
No 66 dated 20th June 1871.
& also Dewan's letter to the Bank
Agent dated 27th idem).

It would seem that even
the nature of the defence

Instant — In this suit
the Defendant
stated that he has 13
witnesses to prove his
defence and the
1st Judge has
postponed
hearing till 22d
August. The
defence that can
be urged against
liability on a Bill
are so few in number
that I submit the
1st Judge has not
shown

was not disclosed on the
day fixed for hearing. Was
not a statement either
presented by Defdt or
recorded by Court by
personal examination?
If not this was wrong if
it was the answer must
have disclosed the nature
of the defence and the
Court would have been
in a position to say whether
and why the 13 Witnesses were
required. whether in fact the
evidence intended to be given by
the 13 Witnesses had any apparent
relevancy to the point in issue
or whether it was simply
an

"shown discretion in
"putting off this suit
"to so late a date or at
"all till the defence
"was disclosed"

an attempt at gaining
time by the general
statement that he had
a number of witnesses whom
the Court from other
engagements were not
prepared to examine. The
1st Judge will be good enough
to send up to the Sudder
Court Copy of the plaint
in this Case with Copy
of any defence that might
have been presented or
recorded by the Court. He will
also state whether the Deft.
brought his 13 Witnesses for
examination on the 30th June
which we believe was the day
fixed for final hearing.
If he did not & if no
summons

summons has been taken out
before the 30th June for their
appearance this would argue
evasion on the Defts part and
indicate an attempt at
unnecessarily prolonging the
litigation. The Sudder Court
expect the reply upon this
point at an early date and would
repeat the remark that the
Defence if it had not been taken
ought to have been at once insisted
on as the only way of determining
whether a postponement such
as was made was at all
necessary for the ends of
justice and whether the
evidence had any bearing
upon the issue.

Remarks of the Agent.	Observations
" 1st Judge Suit	" Defendants
" № 31 of 1046	" plea not
" Visenji Mesji	
" Deft Endorsee	" indebted
" of a Promissory	" Banks
" Note Rs 1500	" Custom to
" dishonored	" recover from
	" Drawer

(2) Bank illegally Collected large
" sums of money from
" 2d Defendant and should pay
" themselves - Admits ac-
= ceptance -
" First Judge permits
" the foreign matter introduced to
" go to proof & in his decision
" adopts the Bankruptcy
" Law stigmatizes the
Banks

As will be seen from Mr Oughterson's statement of this matter had come up in due Course in appeal and the revised decision which went in favor of the Bank in all respects was upheld - we must remark however that whatever observations the Judge made in

Bank's action as fraudulent but decrees against the 1st Deft: the amount of the Bill with all the costs & that the whole of the assets in hands of the Bank, as well as any other which the parties might be able to prove within a fortnight, be distributed between the Bank and the 1st Deft:

"The same Judge reversed the latter part of the Decree. No new cases cited nor any evidence received.

"Appealed by 1st Deft: reviewed Judgment upheld.

in regard to certain proceedings of the Bank in trying to secure assets for the realization of their debt, were made in perfect good faith, altho they were in effect, entitled by the subsequent revision of the original Decree. The acts criticized came under the cognizance of the Court by the defence made

Remarks. "The Judge
"allowed matter foreign
"to a suit on a Bill
"to be introduced. Made
"2 Deft a party to the
"suit, whereas the holder
"of a Bill can sue
"any party thereto, at
"his option. Acceptance
"admitted, Decree should
"have been passed at once.
"By the course followed,
"allowed the 1st & 2 Defts
"to place their mutual trans-
"actions on Record at the
"expense of the Banks' money
and time. The Judge did not
"take sufficient evidence to
justify

and the Judge had
to say whether they
were right or wrong.
"Fraudulent preference"
by an insolvent
of one creditor
over another is a
matter that has
to be constantly
spoken of by the
Courts, and if the
Judge thought that
particular acts con-
stitute such "fraudulent
preference" he must
of

justify him in making
the remarks about the
Banks' action, and by
"ignoring the Agents
"offer to prove that
the 1st Deft knew exactly
how the 2nd Deft stood
when he accepted
the Bill, gave himself
no opportunity of
inquiring the Banks'
character. Officers of
Bank sent for with Bank
book as general ledger
and detained for several
days. The Cash keepers examined
at length. Agent asked
only one question. Accountant
& Books in Court one day,
but

of course, say do
The Judge in this
instance has done
nothing more than
this. Tho' he has sum
and at the revision
withdrawn his opinion
on the whole matter
as one that would
be best considered
in a separate suit
The other part
of Mr Oughterson's
remarks, complaining
of delay in proceeding
further on Defend-
ant, after he was
brought

but neither examined.
A Vakil petitioned for interest
and applied for warrant
"a which was granted. First
"to Deft: apprehended during
"to recess & brought up on re-
"opening the Court. No
"further notice taken. Pe-
"titioned again. Ordered
"nothing could be done before
"records are received from the
"Sadar. This is simply
"an excuse, for warrant had
"been granted against 1st Deft
"first for principal & costs &
"again for interest, while
"the records were in the
"Appeal Court. Shew no
"reason for the present order.

brought up on a warrant.

The reason assigned for the delay viz the records being in the Sadar Court, is, we should say, not a bad one. Some inconsistency is imputed to the Court as to the delay, and this requires explanation, which no doubt the Judge is able to furnish, and this he is requested to do.-

W justify

5

25

Remarks of the Agent.	Decreed	Observations.
"Additional Judge No 145 of 1846 against Drawer and acceptor of a Bill both having kept out of the way for a fortnight after due date.	in favour of Bank but with half costs, because the ac- ceptor acknow- ledged debt at once.-	This requires no particular remark beyond saying that it was a matter admitting of a difference of opinion, altho, in appeal we have overruled the Additional Judge's decision on the point and considered him to have been in error. It is too much for Mr. Oughterson to make this a subject of adverse com- ment on the Judge below.
Appealed against half Costs. Whole Costs allowed by the Sadar.-		

Re

Remarks of the Agnt.	Observations.
"First Judge.	Instituted
"№ 308 of 1046	6th March.
"Against Drawer	Before Judg:
"and acceptor	ment, order
"of a Bill. 2d	passed to
"Deft: proved	put 2d Deft:
"to be medi:	a Jaffna
"tating evasion	Merchant
"by going to	in Jail or
"Ceylon.	find security.
"Neither was done. Sent to	
"Jail after judgment. 2d Deft	
"petitioned to be let out under	
"Peons custody on the condition	
"of his settling with Plaintiff.	
"in 4 days which was complied	
"with. (But no settlement	
"proposed) Instead of again	
sending	

We cannot quite understand the different items of complaint made throughout this Para. The Judge will send down the whole of the Records connected with the case, both before and after

"sending 2d Deft to Jail
"and before complying with
"the procedure laid down in
"sections 264-5 of the Code
"i e before giving a list
"of his property, no further
"evidence having been taken
"by the Judge to cause
"an alteration in his
"previous orders. A list
"of property was filed during
"the recess - a favour to which
"2d Deft: had no claim.
"Bank ordered to prove or
"disprove this, but could not
"get access to list during
"recess. - On 16th May, Bank
"petitioned first to put 2d Deft
"in jail, second, for copies of
list

Decree, showing every proceeding taken in the matter and the orders passed. Copies to be sent instead of originals, to prevent inconvenience. He will also offer such observations as he may have

He

list of property, third for
"extension of time to collect
"evidence to disprove allega
"property - Order passed to
"give copy of list 17 May - No
"order on the 1st & 3d Petitions -
"Bank applied for attach=
"ment of 2d Defts' pro=
"perty by giving notice
"to his debtors, 6 June -
"Order granted 7 June.
"Three case adjourned for in=
"vestigation into the 2d
"Defts alleged poverty
"but not taken up -
"Suddenly 2d Deft:
"sent back to jail without
"any further proceed=
"ings on 26th June.

Remarks

particularly on
the allegation
that the Defend
=ant was allowed
to remain long
out of Jail
for no adequate
cause, instead
of being re=
manded at
once, when it
appeared

"Remarks - While
"proceedings in this suit
"inconsistent - 2d Defts
"intention of leaving
"the country having
"been proved, was sent to jail -
"then released apparently
"from caprice - and after
"having been allowed to go
"from place to place where
"he doubtless secured effects
"in the hands of no fussil
"debtors, sent back to jail
"without any additional
"proceedings in the suit"

it appeared that
the settlement
which he expressed
himself desirous
of proposing, was
not actually
made. -

He

Remarks of the Agent.	Observations.
" 3° Judge till Decree.	Explanation is
"Then 1st Judge No 171 of	requested upon
1046 against the Drawer of	this.-
"Bill of Exchange on Cochin	
"dishonored after acceptance.-	
" Decree against Drawer	
"who having avoided the	
"Bank till day of hearing	
"by remaining in Cochin.	
"was sent to Jail on	
"failing to find security-	
"Applied in March for	
"Drawer (Deft:) to show	
"cause why he should not be	
"prosecuted criminally	
"for cheating & perjury in his	
"statement of property- No	
"order yet passed- Application	
"repeated without effect."	

Remarks on the Agent	Observations.
3° Judge No 165 and	We cannot under-
166 of 1046 against Drawer	stand the proceedings
of dishonored Bill of Ex-	complained against.
change on Cochin.	The case appears to be
" Fixed for hearing De-	before the 3° Judge.
cember 1870. Defts could	The 1st Judge will
not be served, having gone	however send down
to Cochin - Applied that	for our information
the suits might be proceeded	copies of the different proceed-
with under Sec: 53 of Code	ings taken in the case,
Court complied - 24 June fixed	with any remarks the
for hearing - Cash Keeper of	3° Judge may have to
Bank attended to give	make regarding the
evidence - Nothing done.	complaint that the
26 June Court calls on Bank	Bank was called
to show cause for the action	upon to show cause
Court had already taken in	for an application
adopting procedure as per	which the Judge
Section 53.-	had already granted.
Cash Keeper & Asst Cash Keeper	
& peon called to Court 28° June.	

He

Remarks of the Agent.	Observations.
"1st Judge till joining "additional party - then "Addl. Judge. "309 of 1046 against Drawer & acceptor of Bill Rs 2500 dishonored.. "Drawer died within a month after Bill was negotiated - Acceptor refused payment sued Drawers son and acceptor - Hearing fixed for 22nd March - Bank Cash Keeper attended Court, but not examined - Acceptor acknowledged acceptance but said the Drawer had received the money - Drawers son ignored the transaction - Court joined Drawers brother in the suit	In the absence of further argument and explanation we are not prepared to say that the joining of the brother of the Drawer as a party was unwarranted.

"suit - Decree against
"all parties -
"Remarks - Bank
"opposed Drawers brother
"being joined in the suit,
"knowing him as an independ-
"ent Merchant - Acceptor having
"acknowledged Bill, he should
"have been decreed against
"at once, whereas the Bill was
"deprived of its character
"as a Bill by the course fol-
"lowed & made a contract de-
"pendent on contingencies -
"Officers of the Bank attend-
"ed 22nd March 23rd March and
"31st March and 1st & 4th April
"to give evidence on a suit
"which, at the utmost, re-
"quired proof of the Draw-
"er's signature alone" -

Remarks of the Agent.	Observations
"Additional Judge "with advice of 1st Judge "338 of 1046- against "Acceptor of Bill of "exchange received from "Cochin and dishonored "here-	This requires full explanation.
"Acceptor admitted "acceptance but urged the "plea that the Drawer "was liable- 1st hearing "15th May. Bank attended- "Suit sent to Additional "Judge on 16th. Hearing "post poned till 20th May-	As far as the late attendance is concerned, this has already formed the subject of a circular order from the Sadar Court; and we hope to hear no further complaint of the kind.
"The acceptor admitted "his acceptance- but "Judge allowed him "to call 3 officers of the Bank	The proceedings of the Additional Judge in first passing one Decree, then another, and that before the date fixed

"Bank and several "merchants to prove "that Drawer was "liable. Hearing on the "24th. May. Summonses "served on Bank offi- "cers at 3-40 p.m. to be "present at 10 A.M. on "24th. Judge took his "seat at 1-15= called "on Agent of Bank to "produce decree against "acceptor of Bill of "Exchange in Cochin "Fixed 11th June for "final hearing. On "8th June decreed "against Bank- Owing to "Cochin Court opening late,

fixed for final hearing, are apparently strange and undignified to say the least.

The Judge who is now in Trevandrum on leave, will at once submit an explanation on this para

We have often impressed on the Alleppey Court the necessity of greater promptness;

Copy and

"copy of Decree received
"only on 9th June. On 12th
"June, Additional Judge
" reversed his own Decree-
" 1st Decree under advice
"of 1st Judge. Neither
"is in accordance with
"Law or reason. Batta
"applied for but no order.
" Large cash transactions
"at Bank. Absence of
"Officers seriously inter-
"fered with business".

and we look particularly to the 1st Judge of the Court for the avoidance of all reasonable ground for further complaints of the kind, on this score. At the same time, we think it only proper to remark that the expectations of the Bank in regard to celerity in dealing with their cases, are not always reasonable and it will be clear from our

our letter to the Dewan N° 66 of the 26th Ultimo already alluded to, that Mr. Oughterson is in error in supposing that our general instructions as to promptness, can be literally carried out by the Lower Court.

It may not be out of place to observe also, that the N° of suits that appears to have been filed by the Bank against Drawers or Acceptors of Bills of Exchange, during the short period of its existence here, is so large, compared with the almost utter absence of such suits in Madras, judged from News paper reports of such cases, that the system of Bank business in Alleppy has something different from the system pursued by the Head Office at Madras.

Any how the strain put upon the local Court by the Bank Suits, is so

He

so great that the expectations of the Bank, in regard to promptness, cannot be well realized, consistently with the calls made upon it by the bulk of the Suitors in the country, unless there is a Special Court, or Special Judge always ready to deal with the Suits of the Bank and perhaps with suits similar in character, such as suits on debt Bonds & the like.

(Signed) M. Sadasiva Pillai - 1st Judge
(") C. F. Kohlhoff - 2d Judge
(") T. Vedadrisada Moodeliar - 3d Judge
(") T. Krishna Iyen - 4th Judge

(True Copy)
(Signed) M. Sadasiva Pillai
1st Judge

No. 4

Resident's Office

No. 450. Covellum 17 August 1871

Memorandum.

The letters noted from the Agent of the Bank of Madras at Allepey to the British Resident were forwarded to the Dewan of Travancore for the consideration of the Sadr Court. Copy of the proceedings of the Sadr Court thereon has been duly submitted to the Resident.-

dated 29 June & 5 July 1871.

He observes that on several points the Sadr have issued instructions to the Lower Court - and that on others the objections raised have been shown capable of satisfactory explanation. The Judges have emphatically impressed on the Allepey Court the necessity of avoiding all undue delay; but they remark that the expectations of

He

of the Bank in regard to celerity in dealing with its own cases are not always reasonable - and that their own (the Judge's) general instructions as to promptness with regard to Bank suits cannot always be literally carried out by the lower Court - consistently with attention to the due interests of other suitors - when the Bank suits are so numerous as they unfortunately seem to have been.-

The Resident concurs in the remarks recorded by the Sadr as epitomized above.-

/Signed/ G. A. Ballard
Resident.

№451. Memo:

Copy forwarded to Mr. Oughterson Agent Madras Bank Alleppey with reference to his letter quoted at the beginning of the Memo:

/Signed/ G. A. Ballard
Resident.

/True copies/
G.A.Ballard
Resident.

No 99. Residents Office,
Cochin, 4th December 1871

From,

G. A. Ballard Esquire
Resident in Travancore & Cochin

To

The Honorable R. S. Ellis C.B.
Chief Secretary to Government
Fort St George

Sir,

I have the honor to acknowledge receipt of the order of Government dated the 21st Ultimo No 678 and its enclosures herewith returned and to submit the following remarks on the subject.

2. Having heard in Madras in June last, that the Agent of the Madras Bank at Allepey had complained of the proceedings of the Allepey Court in connection with Bank suits, I took the opportunity of speaking to Mr Oughterson the Bank Agent there as I passed through Allepey on my way to Trevandrum shortly afterwards, and did request him to send me a Memo: of the points that he thought particularly objectionable in regard to the Courts procedure.

He

1871 Dec 4
Enclosed in a letter from the Resident in Travancore & Cochin to the Chief Secretary to Government Fort St George No 99 dated 4th December 1871.

No 1 to 4.

F. R. D.
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He sent me the memo[x] included in the papers now returned - which I sent through the Dewan for the consideration of the Sadr Court, - taking the opportunity of official visits to request the attention both of the Dewan and of the First Judge of the Sadr to the complaints of the Agent.

[x] I reached me I think early in July last.

[x] with Memo dated 3d July 1871. Copy enclosed. No 1

3. I found however that the Sadr Court had already taken notice of a representation from Mr. Oughterson. I forward copy of their letter[x] to the Dewan on the subject. A copy was I believe sent by the Dewan to the Agent.

[x] dated 26th June 1871. No 66 No 2

It shows that on one day, the 5th June last, the Bank filed no less than 12 suits, - that one of these was posted for the 30th idem, - and the rest consecutively from the 1st to the 13th July. It points out that the Allepey Court has always a heavy file, and that there did not seem [illegible] grounds for the complaint the Agent had made.

4. I beg also to forward copy of the Sadr proceedings on the Agents Memo: of June last above mentioned in para 2. In his letter forwarding that Memo: to me the Agent specified particularly "three instances of "apparent bias against the Bank". These

No 3

These I have marked A B and C in the Sadr proceedings and it will be observed that while the Agents objections were met in some cases, in others explanations were called for from, or mistakes pointed out to, the Lower Court.

The other points raised by Mr. Oughterson have been similarly attended to.

I perceive by the Agents communications to the Bank that the twelve suits filed on the 5th June have all been disposed of some time ago.

5. I believe there have been mistakes and delays in the Allepey Court in regard to the Bank cases as with regard to others. But I doubt much whether there have been a larger proportion of either than would have been met with in any other Court in either of these States although exceptional difficulties have existed from personal animosities which I need not further dilate on here, but which have to some extent disturbed the whole administration in Travancore. They had nothing to do with animus against the Bank. The Sadr Court is giving attention to the matter both of Law and Procedure with regard to the Bank cases in the Allepey Court, and I believe

I may express a confident hope that improvement will be effected.

6 I must mention that I myself have given some attention to this subject but from various considerations have been especially desirous not to appear too prominently interfering. I am sure Government will agree with me in considering that any influence exercised by the Resident on the action of any of the lower Courts should be brought to bear through the Sadr Court.

7. And I cannot conclude without pointing out a careless though doubtless unintentional misrepresentation of my action by the Allepey Agent, and the Bank Directors - Both quote my Memo: to the Agent as remarking that "his complaints were capable of satisfactory explanation." A reference to my memo: will shew that it states 1st that the Agents communication had been sent to the Sadr Court - 2nd that the proceedings of the Sadr had been submitted to the Resident - 3rd that on several points the Sadr had issued instructions to the lower Courts

No 450 of 17 Augt. 1871
copy enclosed
No 4

Courts, - and 4th that on others the Agents objections had been shown capable of satisfactory explanation though the Judges had emphatically impressed on the Allepey Court the necessity of avoiding all undue delay. I cannot but express surprise at so complete a misrepresentation of my memorandum as the quotation of part of the last point only. Such quotation is calculated to convey a very false impression of the scope of the whole.

8. I have again addressed the Dewan on the general subject, - sending him copy for communication to the Sadr Court of the G. O. under reply. -

I have the honor to be,
Sir,
Your most Obedient Servant,

C. A. Gallwey
Resident

JD

Bank
No 13 Dec 71 - 87-82

786
13.12.1871

Financial 1871 Dept
From
The Resident in
Travancore & Cochin
To The Chief Secretary
to Government
Fort St George
Dated 4th December 1871
Received 13 December 1871

No 99

Enclosures 4.

No 935.

Offering explanation
regarding the dis-
-posal of the Bank
Suits at Alleppey
referred to in G. O.
No 687 dated 21 November
1871. with an order

13 Dec. 71 No 786.

The letter from the Resident of Travancore
above noted will be communicated to
the Directors of the Bank of Madras.
The enclosures forwarded in the Secretary's
letter Dec. 4th returned. D.F.S.C.

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