

Petition

1881
(193) Department.

Orig SERIES.

G.O. No. 401

DATED 7-7-1881

Confidential

[Despatch Abstract.]

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

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R.D.
1 APL 81

CURRENT No. 740.
11-4-81
19th.

TO

THE RIGHT HONORABLE W. P. ADAM,
GOVERNOR IN COUNCIL,
Fort Saint George.

THE HUMBLE PETITION OF PETER MANUEL
PEDROZA, LATE DISTRICT MUNSIF OF
TRANQUEBAR IN THE DISTRICT OF NORTH
TANJORE.

MOST HUMBLY SHEWETH.

That your Petitioner entered the service of the Government of Madras in 1849, and after serving in the subordinate Revenue and Judicial Departments for ten years, was appointed a District Munsif of the 3rd class and posted to Chelambaram in the South Arcot District. He was subsequently promoted to the 2nd class and served, successively, as District Munsif of Cuddalore, Virdachelam and Villapuram in the South Arcot District and Palmanair in the North Arcot District. In 1878, in addition to his ordinary work as District Munsif, petitioner performed the duties of a 2nd class Magistrate and had charge of the famine-stricken children at Palmanair, duties involving much self-denial and unflagging energy, and in respect of which Petitioner did good service. In May 1878 Petitioner was obliged to obtain leave on half pay owing to ill-health, and after serving in the Cuddapah District as Munsif of Nundalore for a short period, he was compelled, having become completely prostrated by the malarious fever of the District, to again take prolonged sick leave on half pay.

2. In October 1878, Petitioner was appointed District Munsif of Tranquebar, at which place he arrived, with his family, on the 9th October 1878, after a long and expensive journey, in broken health, and suffering, with his wife and children, from the privations they had undergone, in consequence of his prolonged illness and the loss of one half of his pay, during several months. Coming to Tranquebar a complete stranger, being required to furnish a house and other necessaries, harassed by his debts and the anxieties attending a large family, Petitioner's position was one of great difficulty and distress. Without a friend to apply to for pecuniary aid, Petitioner was obliged to borrow. Having no one at the station of the class to which he belongs who could afford to advance him money, he asked the Head Gumastah of his Court Ekanatha Rau, to procure him a loan from a money-lender out of the jurisdiction of his Court.

3. On the 1st November 1879, Ekanatha Rau brought with him a money-lender or merchant, residing at Mayavaram, out of the jurisdiction of Petitioner's Court, and this man agreed to advance Rs. 500 at 6 per cent per annum interest, the ordinary rate obtaining there, and Petitioner executed a promissory note for

2/18/80

Superior 6.

the amount payable within six months, in favor of "Sabapati Chetti," that being as Petitioner was made to understand, the lender's name; the entire transaction was conducted by Ekanatha Rau.

4. Petitioner borrowed the money in the simplest good faith; nothing was further from his thoughts than that a suitor in his Court should be applied to for the money, and nothing could well be more improbable than that he should, within a fortnight of his assuming charge of a Court he was utterly unacquainted with, endeavour to procure money from a suitor in that Court, with the aid of one of his own subordinates, a man he had never seen previously and knew absolutely nothing of.

5. But in the inquiries instituted by Mr. Gribble it was attempted to have been made out that the obligee of the promissory note was to Petitioner's knowledge at the time of its execution, a party to litigation in Petitioner's Court; that his name was "Namasavaya Mudali" or "Chokku Mudali" and that "Sabapati Chetti" was in fact a totally different individual, unknown to Petitioner.

6. Petitioner submits that every circumstance of the transaction of the 1st November 1878 was in favor of its having been *bond fide*. Petitioner could have known nothing of the money-lender, since the man was not a resident of Tranquebar, while Petitioner had then only been a few days in the place. At the interview when the transaction took place, which lasted for no more than a few minutes and during which Ekanatha Rau was the spokesman; Petitioner could have had no reason for supposing that the man he was dealing with was any other than a mere money-lender. If his own name was "Namasivaya Mudali" it was admitted that he also went by the name of "Chokku Mudali," and he might well have adopted, in business relations, the further *alias* of "Sabapati Chetti," the name of his principal or partner. Instances are not wanting in which native merchants thus adopt, in business transactions, the names of their principals or employers. The hypothesis that the transaction was corrupt, leaves unexplained the fact of the occurrence being in broad daylight, in the presence of witnesses, in a room open to the main thoroughfare of Tranquebar, and of Petitioner having reduced the debt to writing, an act which would have been the last he would have thought of, if the transaction was of a prohibited nature.

7. Petitioner having endeavoured to place a full account of the loan transaction of 1st November 1878 before your Excellency in Council; he has now to relate how that transaction became the subject of inquiry, and with what results. At the time of the occurrence, Mr. Sharpe was District Judge at Tranquebar; Mr. Glenney held the office afterwards and was succeeded by Mr. Hughesdon. In October 1879, Mr. J. D. B. Gribble was appointed acting District Judge. This gentleman was Assistant Collector at Cuddalore, when Petitioner was Munsif of Chelambaram, and at this time Petitioner had been under the necessity of threatening Mr. Gribble with legal action in regard to a large debt contracted by Mr. Gribble with Petitioner's brother-in-law, Mr. Jordan, then a Deputy Collector and in official relationship with Mr. Gribble, but since deceased. This debt

had remained unliquidated until within a short time of Mr. Gribble's arrival in Tranquebar, and it was then discharged only on pressure being brought to bear on Mr. Gribble, by Petitioner's sister, Mrs. Jordan. At Petitioner's first interview with him, Mr. Gribble referred to past occurrences and made no secret of his feeling of resentment. Subsequent conduct on the part of the Acting District Judge made the fact of his dislike of, and hostility towards Petitioner, patent to the whole town. When an uncovenanted Judicial officer comes under the ban of the Judge of the District, one result is immediate. Every petty official, suitor and hanger-on of the Courts in the District becomes eager to anticipate what he believes to be the wishes of the Judge. In a very short space of time the Acting District Judge was overwhelmed with Petitions, anonymous or otherwise, bringing charges against Petitioner, who up to that time had served under three successive Judges in the District without a breath against his integrity. Mr. Gribble's energies became enlisted in the work of secret detection; he held secret examinations of witnesses in the office room of his house and in Chambers, subjected Petitioner to the surveillance and espionage of David Pillai, the Sherishtadar of the District Court; took depositions from Gumastahs and peons in Petitioner's Court, and received the wildest statements that were made against Petitioner with complete confidence. Native lying, intrigue and chicanery, in a District of all others the most notorious for the extent to which false litigation and false swearing are carried in the Courts, furnished Mr. Gribble within a few weeks of his arrival, with a mass of "evidence" criminating Petitioner on every conceivable ground. On the 16th February 1880, he made a report to the High Court, followed by a second on the 24th February. These reports, as Petitioner subsequently ascertained, accused Petitioner of gross corruption; purported to give repeated instances in which he had received large sums as bribes, and sought to show that he was incapable of conducting his work, and irregular in his attendance at Court, and even accused him of misappropriating the funds for the office contingencies of his Court.

8. In the mass of "evidence" got together in support of these charges, the only portion which could bear the slightest examination without being proved utterly false was placed in Mr. Gribble's possession by Petitioner himself. On the 22nd February 1880, Petitioner made a full statement to the Judge of the facts in connection with the single instance in which Petitioner had borrowed any money in Tranquebar. He stated the fact of his having borrowed Rupees 500 from "Sabapati Chetti" on the 1st November 1878; of his having subsequently fully liquidated the bond debt, and recovered the pro-note; and he placed the pro-note in Mr. Gribble's hands. This act would have recommended itself to an unbiassed mind as strong proof of Petitioner's innocence. Petitioner submits it for the consideration of your Excellency in Council whether his conduct was that of a man conscious of guilt, whether knowing the transaction with "Sabapati Chetti" to have been corrupt, dreading detection and with the certainty of exposure before him, Petitioner would have deliberately given the District Judge the fullest information of that transaction, and even placed in his hands the document which evidenced the payment of money. Was this not rather the conduct of a man knowing of nothing to fear in the disclosure of the circumstances

*In what year?
He was in
Sancet from
Jan 68 to
Jan 69.
In 1879 see
2nd petition*

attending the execution of the pro-note and unprepared for the utter perjury of the men who denied the fact on which he relied—the full discharge of the pro-note?

9. Mr. Gribble was not slow to take advantage of the only tangible fact which had yet come to his hands. This matter took its place in Mr. Gribble's report to the High Court and ultimately was selected (with another which fell through) by the High Court, from among the mass of Mr. Gribble's accusations, to be the subject of an inquiry.

10. An investigation under the provisions of Act XXXVII of 1850 was ordered, and Mr. H. Woodroffe who had by this time succeeded as District Judge was appointed Commissioner. Petitioner had prayed that the inquiry might be conducted by some officer not acquainted with the facts alleged against Petitioner. This qualification Mr. Woodroffe did not possess. He was a personal friend of Mr. Gribble, and during the Christmas vacation of 1879 had resided with Mr. Gribble at Tranquebar; that being the very period at which Mr. Gribble was actively prosecuting his inquiries into Petitioner's conduct, examining witnesses and receiving complaints. Petitioner has positive information of the fact that Mr. Woodroffe knew of these inquiries in every detail, and is convinced that he received from his communications with Mr. Gribble, impressions of Petitioner which were the reverse of being favorable, and which went to influence his judgment in the inquiry afterwards entrusted to him.

11. The inquiry was conducted by Mr. Woodroffe at the District Court of Tranquebar. Four charges were submitted for his investigation by the High Court. The first and second

alleged the receipt by Petitioner of a bribe of Rs. 500 from Somasundrum Pillai. So confused was the evidence by which it was proposed to support this charge that the prosecution were unable even to assign a date to the facts alleged. It was found that the charges drawn up by the High Court, on the strength of Mr. Gribble's statements, alleged the transaction to have taken place in 1878, whereas Mr. Gribble's witnesses now desired to shift the time of action to some part of 1879. These charges were, utterly without foundation. At the very first hearing they were abandoned by the Counsel for prosecution and Petitioner was formally

acquitted thereon. The third and fourth charges referred to the transaction with "Namasevaya Mudali" alias "Sabapati Chetti" of which Petitioner has given an account. The third charge alleged that the payment of money to Petitioner on the 1st November was a loan made for a corrupt purpose, and the fourth charge was that the said money was given to your Petitioner as a bribe. Of the last charge the Commissioner acquitted Petitioner. On the third charge he decided that the payment of the 1st November 1878 was a loan, but that it was to the knowledge of the Petitioner, a loan from a suitor in his Court; that there was a corrupt understanding as to the consideration for the making of the loan; and that the loan was subsequently practically converted into a gift by the transfer of the pro-note by Namasevaya Mudali to Petitioner. He refused to believe that the pro-note had been discharged and gave no consideration to the fact that it bore endorsements of payment in full. On these points Petitioner would respectfully beg to refer your Excellency in Council to his defence, Appendix C.

12. Petitioner submits that the Commissioner mis-apprehended the facts against the Petitioner, and that his evident leaning towards the story of the prosecution prevented his exact appreciation of the balance of evidence as to the liquidation of the loan. The statement of the man "Namasevaya Mudali" alias Sabapati Chetti was that he applied to Petitioner for repayment of the loan on the 10th March 1879; that he did not receive payment; but that he handed over the pro-note to Petitioner for no other reason than that Petitioner promised to send the amount.

13. In the state of the case with pro-note in the possession of the obligor and bearing endorsements of payment, it clearly rested with the prosecution to prove that the endorsements were fraudulent or fictitious.

14. Petitioner submits that the only evidence on the record capable of rebutting the presumption in his favor was the fact that the obligee had as a matter of fact been a suitor in Petitioner's Court and that Petitioner had passed four Judgments in favor of the obligee in suits in which he was interested. This fact would in itself have the appearance of supplying the obligee with a motive for having gratuitously handed back Petitioner's pro-note to him. But Petitioner submits that this fact of the Judgments is deprived of any relevancy it might otherwise have, by the circumstance (1) that the Judgment of the 26th December 1878 was passed on a suit not brought by the obligee of the pro-note; but in which he was only distantly interested as one of the Trustees of the Temple, the manager of which was the actual plaintiff (2) that the obligee did not appear in the proceedings in that suit; (3) that all the other three Judgments were passed on dates subsequent, to the transfer of the pro-note, so that those Judgments could have been in no way influenced by a debt, which had been paid off. What should be conclusive of this matter is the fact that in one case the Petitioner made a decree against the obligee of the pro-note; and that in not one of the cases in which decrees were passed in his favor were those decrees, reversed by a superior court though two of the four decrees were appealed against. The Commissioner himself during the investigation orally observed that there was nothing on the face of these decrees that showed on the part of the Petitioner a leaning of partiality towards the obligee.

15. The High Court passed orders on the Commissioner's report on the 26th July 1880. They adopted the conclusions of the

Appendix D.

Commissioner, concurring in his view that in the absence of oral testimony of payment the pro-note must be presumed to have come into the hands of the Petitioner without payment. They further declared that in their opinion Petitioner had been guilty of making deliberately false endorsements of payments on the pro-note; and finally they resolved to remove Petitioner from his appointment not hesitating in this respect to put in force the severest penalty prescribed in Section 20 of Act III of 1873, although admitting that the offence of which he had been found guilty i. e. borrowing money from a suitor—was not one calling for the extreme penalty of dismissal. Petitioner would here respectfully beg to remark in advertance to the inferences drawn by the Honorable the Judges of the High Court, from the fact that the endorsements were made

by the Petitioner and the interest on the loan was inadequate, that ordinarily such endorsements are by the custom of the country usually made by the borrower and that the rate of interest though low as compared with what is charged at Madras is not unusual at Tranquebar. Petitioner admits that by English law these endorsements should have been made by the obligee but in making them himself he unfortunately followed the custom generally obtaining in transactions with natives.

16. On the 18th September 1880, Petitioner prayed the High Court to reconsider their order on his case and after the lapse of not less than six months he was favored with the endorsement from the Registrar of the High Court. Appendix F.

17. Petitioner humbly submits that the summary action taken by the High Court upon the report made by Mr. Woodroffe was severe. He submits that the facts set forth in that report do not bear out the finding of the Commissioner; and that the evidence recorded at the inquiry does not avail to show that the Petitioner's pro-note to Namasivaya Mudali was undischarged and the endorsements thereon fictitious. He submits that that evidence goes to show that Petitioner borrowed a sum of money from Namasivaya Mudali, a suitor in his Court but under circumstances which repel the imputation that there was any corrupt consideration for the loan; and which show on the other hand that Petitioner was ignorant of the real character of his creditor. He submits that there is nothing in that evidence worthy of credit, which subvert the presumption created by the circumstances of his being in possession of the pro-note and of his creditor not having applied for payment for 10 months after the transfer.

18. Petitioner trusts that on a dispassionate view of his case and in recognition of the facts above stated, your Excellency in Council will arrive at the conclusion that petitioner was guilty—not of defrauding Government or any body else—but at the very worst of an act of indiscretion in laying himself open to a charge like that on which he was tried, by injudiciously obtaining a loan from a man to whom he was a perfect stranger. Petitioner would again respectfully beg to assure your Excellency in Council, that in this matter he acted *bond fide* without any improper motive, or intention of compromising his position as District Munsif. The punishment meted out to him by the High Court, under such circumstances petitioner humbly submits is quite disproportionate to the gravamen of his offence devoid as it was of moral delinquency; and that the ends of justice would have been fully satisfied by a far more lenient sentence than that they had passed.

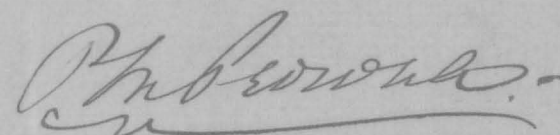
19. Your Petitioner in the prime of life, at the age of 22, entered the service of Government and during a period of upwards of 30 years devoted his whole time and energies to the performance of the duties that devolved upon him. For 20 and more years he filled the responsible office of District Munsif and received from the officers under whom he was placed testimonials of character and qualifications of a most satisfactory nature; but under the circumstances above alluded to he is now reduced in his old age to most pitiable destitution. Petitioner has a large and growing family on the one hand to provide for, while the infirmities of advancing age on the other preclude him making a fresh start in life to earn a livelihood in any new sphere.

20. Your Petitioner therefore throws himself on the clemency of your Excellency in Council and respectfully solicits that on a merciful consideration of all the facts and circumstances of his unfortunate case, your Excellency in Council will afford him such relief as his long service and present distressed state may be deemed to deserve. Should your Excellency in Council not judge it expedient to re-employ Petitioner permanently in the Judicial Department, still he humbly prays that in consideration of his helpless and penniless condition, and his long and faithful service of about 30 years, your Excellency in Council will be pleased to reinstate him in office with a view to his transfer to the Pension Establishment on the allowance admissible by rule.

For which act of grace your Petitioner as in duty bound shall

EVER PRAY.

VEPERY MADRAS, }
6th April 1881. }



PETITION FROM

MR. PETER MANUEL PEDROZA,
late District Munsif of Tranquebar,
in the District of North Tanjore.

To

THE RIGHT HONORABLE
THE GOVERNOR IN
COUNCIL,
Fort Saint George,
OOTACAMUND.

Dated 6th April 1881.

Received 11/4/81

Enclosures A. to F.

CURRENT No. 740.

Appealing against removal from his appointment of District Munsif of Tranquebar; and praying, under the circumstances stated, that he may be reinstated with a view to his being allowed to retire on such pension as his previous long and good service of above 30 years may entitle him to.

ENCLOSURES.

A.

No. 712

Proceedings of the High Court of Judicature at Madras, 16th April 1880.

Read letter from the Acting District Judge of North Tanjore, dated 16th and 24th February 1880, reporting on the conduct of Mr. Pedroza, District Munsif of Tranquebar.

Read also letter dated 6th March 1880, from the same officer forwarding the explanation of Mr. Pedroza called for in the letter of the High Court dated 3rd March, 1880, No. 416.

1. Under the provisions of Section 20 of Act III of 1873, the High Court appoint the District Judge of North Tanjore a Commissioner to enquire into the several articles of charge specified below, and under the provisions of Section 4 of Act XXXVII of 1850 they further appoint the local Government Pleader to conduct the prosecution.

1st. That you Mr. P. M. Pedroza, being District Munsif of Tranquebar, did, in or about the months of September and October (Perattasi) 1878, obtain from one Somasundaram Pillay, who was then concerned in a certain suit or proceeding pending before you as such Munsif, a sum of Rs. 500 by way of loan, in order that you should show favor to the said Somasundaram Pillay.

2nd. That you Mr. P. M. Pedroza, being District Munsif of Tranquebar, did, in or about the month of November 1878, receive from one Somasundaram Pillay who was concerned in a suit or proceeding then pending before you as such Munsif, a sum of Rs. 500 by way of gift, in order that you should shew favor to the said Somasundaram Pillay.

3rd. That you Mr. P. M. Pedroza, being District Munsif of Tranquebar, did, in or about the month of November 1878, obtain from one Chokka Mudaliar alias Namasivaya Mudaliar, who was then a party to a certain suit or suits or proceedings pending before you as such Munsif, a sum of Rs. 500 as a loan, in order that you should show favor to the said Chokka Mudaliar alias Namasivaya Mudaliar.

4th. That you Mr. P. M. Pedroza, being District Munsif of Tranquebar, did, in or about the month of November 1878, obtain from one Chokka Mudaliar alias Namasivaya Mudaliar, who was then a party to a certain suit or suits or proceedings pending before you as such Munsif, a sum of Rs. 500 by way of gift, in order that you should show favor to the said Chokka Mudaliar alias Namasivaya Mudaliar.

It is unnecessary to refer to the proceedings of the District Munsif in examining two or more witnesses at once, as he acknowledges the same to be true, nor to the loans which the Munsif acknowledges to be true.

2. The District Munsif will be suspended from the date of the receipt of this order until further orders are issued.

(True extract)

(Signed.) W. MORGAN,
Ag. Registrar, Appellate side.

TO

THE ACTING DISTRICT JUDGE OF NORTH TANJORE,

TO

F. H. WOODROFFE Esq.,
Ag. District Judge, Trichinopoly for his information.

(True copy)

(Signed.) A. DAVID,
Sherishtadar.

TO

MR. P. M. PEDROZA,
District Munsif, Tranquebar.

Inc No 740 f/81

B.

From F. H. WOODROFFE, Esq. Commissioner, to LEWIS McIVER, Esq. Acting Registrar of the High Court of Judicature, at Madras, dated Tranquebar, 8th May 1880.

SIR,—I have the honor to acknowledge the receipt of High Court's Proceedings No. 712 dated 16th ultimo, communicated to me at Trichinopoly and under Sec. 21 Act. XXXVII of 1850 to report to the Honorable Court the Proceedings under the Commission therein directed.

2. The extract of the High Court's Proceedings addressed to the Acting Judge of this District was received by the Sheristadar in charge on 18th idem who on the forenoon of the same date furnished copy to Mr. P. M. Pedroza accused.

3. On the 20th idem having assumed charge of the Court, I addressed you in letter No. 248 dated 20th idem requesting transmission for reference of the record of Mr. Gribble's enquiry.

4. On the 22nd idem I communicated copy of the High Court's Proceedings to the Local Government Pleader S. A. Saminada Iyer.

5. On 28th idem I received your letter No. 771 dated 26th idem transmitting papers as requested in mine of 20th idem.

6. On the same date application was received from Vakil on behalf of the accused requesting to be furnished with copies of all depositions and proceedings concerning the charge and on 29th idem I passed order thereon dismissing the application. I may add here that I held that the accused was not entitled to obtain copies as requested, considering the very general nature of the application; that the record referred to contained, as I was given to understand, Petitions and depositions unconnected with the articles of charge; that I was not then aware whether the Petitions and depositions had been given on any understanding that they were not to be made public; and that the record contained demi-official communications between Mr. Gribble, late Acting District Judge and you, which might be regarded as confidential.

7. On 29th idem the Prosecutor S. A. Saminada Iyer, put in copy of charge and list of evidence under Sec. 10 of the Act, and in accordance with the oral direction then given, amended the list in view of greater precision and also put in application regarding issue of process to the witnesses, thereupon I passed order as endorsed on the application.

8. On same date I sent Proceedings to the accused furnishing him, under Sec. 10 with copy of the charge and list of the evidence and notifying to him when and where the enquiry would be held: the Proceedings and enclosures were handed to the accused by a Court Peon about 7 P. M. Same day and on the same evening process for attendance of witnesses was issued.

9. On the forenoon of 3rd instant, I commenced the enquiry in the Court room of the District Court house: the accused appeared and was defended by Mr. Oliver, District Court Vakil, assisted by Mr. P. M. Pedroza, Junior Articled Clerk under the High Court, copy of the articles of charge was then exhibited by the Prosecutor which were read, and the accused was called upon to plead hereto. And to each of them he pleaded not guilty.

10. The Prosecutor then addressed me in explanation of the articles of charge and of the evidence to be adduced thereupon and asked and obtained permission to bring evidence in support of the 3rd and 4th articles in the first instance.

11. On the same day were examined for Prosecution:—

1st. witness: Ekanatha Row.

2nd. witness: Namasivoyam Mudaly.

3rd. witness: Sababathi Chetti.

4th. witness: Muthuchidambaram Pillai.

And on the following day the 1st and 2nd witnesses were recalled and further examined; and 5th witness Somasundram Chetti and 6th witness Vijaya Row were examined: the witnesses' depositions were taken down from my dictation then and there.

12. The following documents were exhibited in evidence for Prosecution:—

Promissory Note dated 1st November 1878 and executed by accused in favour of Thonthe Sababathi Chetti for Rs. 500—marked and filed as Exhibit A.

Memorandum of explanation furnished by accused and recorded by Mr. Gribble under date 23rd Feb. last, marked and filed as Exhibit B.

Extract from accounts showing sale of Currency Notes in the Sea Customs' Office, Tranquebar, marked and filed Exhibit C.

Copy of Judgment in O. S. 101 of 1878 Tranquebar District Munsif's Court, marked and filed Exhibit D.

Decree in S. C. No. 86 of 1879 same file, marked and filed Exhibit E.

Copy of Execution order in O. S. 385 of 1876, same file, marked and filed Exhibit F.

Copy of District Court's order in Summary appeal against said execution order, marked and filed Exhibit G.

Copy of Judgment in O. S. 263 of 1877, same Munsif's file, marked and filed Exhibit H.

13. On resumption of the enquiry on 4th instant, the Prosecutor in connection with certain oral representation made by him on the previous afternoon put in application asking permission to amend the 1st and 2nd articles of charge and suggesting that fresh charges should be framed: in result I held to effect that it would be open to the High Court on receipt of the report to order additional articles to be framed, but that such could not be done in the present instance, that the 2nd article might be amended by substituting for the words "or about the month of November," the word "December" and by inserting after the word "Proceeding" the words to wit "Execution Proceedings in O. S. 93 of 1864," and passed order accordingly as will be seen from the endorsement on the application: thereupon the Prosecutor amended the 2nd article as directed.

14. At the same time he presented application for permission to exhibit additional documentary evidence: permission was granted and accused did not request adjournment, but with reference to other representations then orally made by him, I ordered also (v. my endorsement on the application); to effect that he was permitted to refer to certain documents of the record of Mr. Gribble's enquiry and to recall Prosecution witnesses examined on the previous day, for further cross-examination.

15. I also took occasion to observe that thinking it proper that my opinion in the case should be formed solely with reference to the evidence adduced before me, I had not referred and would not refer to any part of Mr. Gribble's proceedings, unless exhibited in evidence before me.

16. Later on in the day, the Prosecutor orally represented to effect that as upon further consideration of the papers he was of opinion that 1st and 2nd articles were intended to refer to matters which occurred not in 1878, but in 1879, and as I had ruled that amendment of those articles in respect of the year, did not come within the purview of Sec. 20 and further that the act did not contemplate adjournment of enquiry in view of seeking amended articles from the High Court he felt that he would not be justified in proceeding with the 2nd article as amended; nor could he adduce evidence on the 1st article and prayed that such representation might be received in explanation of his not proceeding with those articles; I then intimated to him that if he committed such representation to writing, I would record it for the Honorable Court's favorable consideration as to his conduct of the case. Written representation accordingly was subsequently put in and recorded.

17. Upon intimation by me as mentioned in last para. the Prosecutor stated that his case was closed the accused then represented that he would call no witnesses but proposed to put in a written defence for which purpose a day's time might be allowed him: I accordingly adjourned the enquiry till the 6th instant; and on that day written defence was read and recorded the Prosecutor replied orally and I then intimated that my public enquiry was concluded.

18. I now offer a brief summary of the evidence adduced, as follows:—

19. 1st Witness Head Clerk, Negapatam District Munsif's Court; Head Gumastah in the Tranquebar District Munsif's Court from May 1876 to 10th March 1879; accused came here as District Munsif on 21st October, 1878; 10 or 15 days after accused told him that he should procure him a loan of Rs. 500; he replied that 2nd witness (a resident of accused's jurisdiction) whom he knew would give if he asked; but that he was Trustee of Valoooor Covil and frequently litigating in that matter and then had suit in accused's Court, accused replied that he was much in need of money and that bond might be executed in the name of some one belonging to the lender; he wrote accordingly to the 2nd witness: 2 or 3 days after, 2nd witness came and handed him the money; next day at 10 or 11 A. M. he took 2nd witness and the Rupees 500 to accused's house to whom he introduced 2nd witness; on accused's saying that bond should not be in 2nd witness's name as he was litigant in his Court, 2nd witness gave the name of 3rd witness to be entered as that of Promisee in

the bond, accused then executed Promissory Note A in 3rd witness's name; in accordance with accused's request that he might have Currency Notes instead of silver, he and 2nd witness took the Rupees to the Sea Customs' Office and got Notes for Rupees 500 which he took and gave the accused; on 24th February 1879 Order was received for his transfer to Negapatam; thereupon he expressed anxiety that the matter of the Promissory Note should be settled before he left Tranquebar; on accused's telling him to send for the 2nd witness and that he would settle he sent for 2nd witness on the evening of 10th March he and 2nd witness went to accused's house when the Promissory Note was handed to accused; accused said that he was short of money and that it might be arranged next day or couple of days after; 2nd witness replied that he had to go home and could not wait; accused said that if 2nd witness trusted him, he might leave the Note with him and that he would send the money; and if not, that he might take the note and bring it with him at his next coming, when it might be settled; 2nd witness said that he trusted him and would leave the note, for the money to be sent to him; on that occasion the note was without any acknowledgment of payment thereon; after he went to Negapatam, 2nd witness once asked him to settle.

20. *2nd Witness*:—A considerable mirasidar of Peralem Village: his evidence is generally corroborative of 1st witness's concerning him: 4 or 5 months after the execution of the Promissory Note he told 3rd witness of its being in his name: up to the present he has received no part of Promissory Note amount; I may add here that admittedly this witness was a party as Trustee to O. S. No. 101 of 1878; (instituted on 23rd April 1878) S. C. No. 86 of 1879 (instituted on 11th March 1879) and execution Petition (presented on 29th October, 1878) in O. S. No. 385 of 1876 and personally, to O. S. No. 263 of 1877 (instituted on 8th October 1877 appeal therein heard on 18th June 1878 by Sub-Judge and the suit formally remanded to the District Munsif on 20th November, 1878) on the file of the accused's Court; and that all the decisions by the accused therein. After the date of execution of Promissory Note (1st November, 1878) and dated respectively 20th December, 1878; 14th April, 1879; 31st July, 1879; and 17th September, 1879; were in this witness's favor.]

21. *3rd Witness*:—knows 2nd witness these 5 years and there are dealings between them, he does not know accused even by sight; he never gave any money to or received payment from accused; about one and half year ago 2nd witness told him of accused having executed Promissory Note in his name.

22. *4th Witness*:—Now Clerk in the Negapatam Sub-Court, but was Gumastah in that of Tranquebar District Munsif when accused came to it; one day about a year or 15 months ago on going to accused's house to read records he found accused and 1st and 2nd witnesses together in a room; accused was writing; on the table was a bag containing apparently about Rupees 300; accused on seeing him told him to go upstairs; he did so; and about an hour after was joined by 1st witness.

23. *5th Witness*:—Shroff of the Sea Customs' Office, Tranquebar produces accounts of sale of Currency Notes in November, 1878, showing that on the 1st of that month he sold Currency Notes for Rupees 500 to 2nd witness.

24. *6th Witness*:—Head Clerk of the District Munsif's Court, Tranquebar; simply produced a suit record.

25. On behalf of accused the following documents were exhibited and filed *Copy of Translation* of Petition to the District Court by Vithinatha Pillai under date 13th February, 1880; marked and filed Exhibit I. Statements of 1. Vithinatha Pillai, and 2. Iyavien, 3. Abatharama Pillai and 4. Sammaden recorded by Mr. Gribble under date 14th February, 1880, marked and filed Exhibit II. Statement of Ekanatha Row recorded by Mr. Gribble under date 14th February, 1880, marked and filed Exhibit III.

26. I proceed to offer remarks on the manner in which the oral evidence was given, its character, and that of the written defence: the demeanour of the witnesses was satisfactory, with partial exception of 2nd witness, who was somewhat evasive and reticent in manifest endeavour to represent the part taken by him as that of *bona fide* money-lender accommodating accused to oblige his friend 1st witness; there was a complete absence of any thing suggestive of concoction or animus against accused. Then as to the character of the evidence intrinsically I observe that it fails to disclose existence of any enmity or ill-feeling on the part of the witnesses or of any other towards accused or of plot against him; on the other hand it appears to involve certain discrepancies which the defence gives prominence to in discredit of the evidence generally; I will briefly discuss them: while 1st

witness says that he and 2nd witness walked to the Sea Customs' Office, according to the 2nd witness they drove there; here I may note that the Sea Customs' Office is about 500 yards to the south-east and the Court house about 400 to 420 yards to the east of accused's house; the difference of statement in question appears to be immaterial; according to 1st and 2nd witnesses, 1st witness applied to 5th witness, the Shroff for Currency Notes, whereas Exhibit C shews that the latter gave them to 2nd witness; 5th witness's evidence however does not exclude the possibility of 1st witness having accompanied 2nd witness to the office; and 2nd witness states that 1st witness after requesting the Shroff to give the notes to 2nd witness left for the Court house; it seems quite reasonable then that the name entered in the account as of him who obtained the notes, should be that of 2nd witness, according to 1st witness, 2nd witness handed him the Promissory note on the morning of 10th March, but according to 2nd witness he did so on the evening of that day; the difference seems attributable to bad memory on the part of one or other and in any case is unimportant: 1st witness says that he and the 2nd witness left accused's house together to get the rupees changed into notes, whereas 4th witness says that about an hour after he saw accused and 1st and 2nd witnesses together in a room of accused's house and accused writing and money on the table, 1st witness joined him upstairs, that about an hour after the two of them went away together nor did he see 2nd witness subsequently; here at first sight there appears to be serious discrepancy, but in reality there is none in as much as 4th witness's statements do not at all exclude the possibility of first witness having been to the Sea Customs' Office and the Court house and fetched the notes to the accused, in the interval between 4th witness's seeing 1st witness downstairs and upstairs: a real but unimportant difference here is that according to 1st witness he, accused and 2nd witness were together in the south Hall, whereas 4th witness states that they were so in a room on the east side of the house: before Mr. Gribble 1st witness stated that 2nd witness paid the Rupees 500 in cash and Currency Notes; his present explanation is firstly that thinking that the bag might contain notes also, he stated so and secondly that he stated so through want of recollection, which was subsequently refreshed by talk with 2nd witness; neither of the explanations is quite satisfactory but I cannot view the discrepancy as affecting the credibility of his evidence in the main: it also appears that before Mr. Gribble, 1st witness did not relate the incident of his and 2nd witness's taking the rupees to the Sea Customs' Office; on the other hand there is nothing to shew that he was interrogated about occurrences subsequent to 2nd witness's payment of the money. In discussing the evidence of the witnesses it remains to observe that in no part do I find the prosecution story to be improbable. Lastly with regard to the written defence except in so far as it directs attention to discrepancies above noticed in the oral evidence, I remark that it is vague, unsubstantial and quite inadequate and in particular fails to offer any account of circumstances of admitted execution of Promissory Note and alleged discharge thereof, both of which facts accused would have us to believe were *bona fide* transactions.

27. In such state of evidence I beg to submit opinion as follows on the articles of charge committed to me for enquiry:—*On the 1st and 2nd articles*. That accused should be acquitted as no evidence was adduced in support thereof. *On the 3rd article*; that the accused being District Munsif of Tranquebar did on the 1st of November 1878 obtain from one Sockoo Mudali alias Namasivaya a sum of Rs. 500, as a loan, but with reference to the interest charged, on inadequate consideration, and with reference to the official relation between the parties, on implied understanding or knowledge that he should show favor to his creditor and that the corruptness of the transaction became complete later on (on 10th March 1879) by practical conversion of the loan into a gift, and *on the 4th article*:—that the accused should be acquitted thereon in as much as the evidence does not avail to show that he obtained Rupees 500 by way of gift in or about the month of November, 1878.

28. The record of this enquiry and the remaining papers of those received with your letter No. 771 dated 26th April, 1880 will be submitted in a separate cover registered.

(Signed) F. H. WOODROFFE,
Commissioner.

(True copy.)

By order.

(Signed) A. DAVID,
Sheristadar.

C.

DEFENCE of P. M. PEDROZA to charges framed by the High Court at Madras for trial by the District Judge of North Tanjore as Commissioner under Act XXXVII of 1850 dated 16th April 1880.

1. I stand charged under four Counts of having received gratification in order to shew favour to certain suitors in my Court.

2. I feel grateful to your honor for the very calm and patient hearing you have given to my case. I anticipate with confidence that your opinion will be formed uninfluenced by the reports of Mr. Gribble late District Judge of North Tanjore to the High Court at Madras. Those reports have been all based on statements made without the guarantee of an oath, in my absence, without the fear of being tested by cross examination, and in the security felt in deposing in comparative secrecy in the Judge's Chambers. Tried by the ordeal of a cross examination they will turn out as worthless as the evidence of the first witness in this case as it will hereafter be shewn to be.

3. Before commenting on the evidence, I beg to offer a few remarks which will explain any seeming case against me and remove any doubts your honor may entertain in the consideration of this case.

4. It has not yet been shewn to your honor how the bond marked A had come into the possession of the prosecution. The Government Pleader will correct me if I am wrong in my account of it.

5. On the 23rd of February last under orders of the High Court Mr. Gribble then Acting District Judge of North Tanjore had a conversation with me. The purport of this your Honor will find recorded in Exhibit B. In the course of the conversation I emphatically denied taking loans from suitors in my Court and stated that the only loan I had negotiated was one about ten days after my arrival in Tranquebar: I assured Mr. Gribble that that transaction was a perfectly *bonâ fide* one and that the lender had received back his money with interest. I added that the loan was negotiated through my Head Gumastah and I was particularly assured that the lender resided out of the jurisdiction of my Court and that he was unconnected with any suits in it but that I could not then remember his name. On Mr. Gribble suggesting that if my statements were true I should be in possession of the Promissory note I alleged was given to the lender, I offered to search for it and if found to send it to him. The Sheristadar of the Court was thereupon ordered to go with me to my house and bring the Promissory note if found. He accordingly accompanied me to my house. After a short search among my papers I found Exhibit A and handed it to him.

6. By your Honor's considerate kindness I have had an opportunity afforded me of reading the 1st witness Ekanatha Row's statement to Mr. Gribble. By its aid I am able to some extent to expose the means pursued by my enemies to accomplish my ruin; for, that some enemy is pursuing me there cannot be a doubt. The plot that I shall expose has the impress of a master-hand pulling the strings from behind the curtain.

7. We have no evidence as to who placed the 1st witness Ekanatha Row before Mr. Gribble on the 14th of February last, the day on which the plot opens.

8. Your honor will not fail to see that the theory of the prosecution now set up is not that with which my accusers started. That they had no definite information or reasonable ground at any time upon which to base a charge or evidence to sustain it, will hereafter be seen. Fishing for evidence those caught in their net have proved worthless.

9. A list of twenty-nine witnesses was furnished together with a copy of the charges I was called upon to plead to. Not less than ten witnesses were named to sustain each charge. Out of this host of witnesses and array of charges four witnesses only have been called and one charge only has attempted to be sustained. Two of the other charges have been declared unsustainable in their present form, and no evidence whatever has been adduced to sustain the other.

10. In my innocence of the proceedings held by Mr. Gribble and his reports based thereon I am unable to say whether the Government Prosecutor was correct in dealing with charges I, II, and IV in the manner he has done. But I think I have cause to complain of the needless anxiety and distress occasioned to me and my family by being furnished with the names of witnesses who were to sustain serious charges against me whilst in reality they knew nothing of the matter and apparently were never consulted. These names must have been furnished by my accuser, some one, as I said before, pulling the strings from behind the curtain. Surely he is responsible for this wanton cruelty.

But I am powerless in the absence of an acknowledge of his name, and he is safe, as long as he is unknown, from my power to call in the aid of the law. I can only therefore throw myself on your honor's protection and appeal to the sympathy of their Lordships the Judges of the High Court against such torture.

11. To one with the experience your honor has had on the judicial bench it seems almost superfluous to remark on the evil policy of summoning together a number of men selected as probable witnesses to the gates of the court house and then asking which, if any, could bear evidence against the Munsif upon charges framed by the High Court on a report of the District Judge. But that this is practically the action taken, your honor will have noticed from certain circumstances that must have come under your observation in the proceedings of this trial. I may mention that a witness Peroomal Rajah, though present in Court, was not examined till it could be ascertained if he knew anything of the matter, and the permission of the Court was taken, to put him into the box the next morning, if necessary. The following day the Court was informed that it was not necessary to examine Peroomal Rajah.

12. I do confess that I am surprised that the prosecution has been so unsuccessful under all these advantages; that only five out of twenty-nine selected men, out of a district where it is notorious that truth is at a discount, dared come forward against me, is flattering to my character.

13. I will now proceed to make a few observations on the evidence that has been placed before your honor.

14. The case for the prosecution is, that I knowingly borrowed from a suitor in my Court the sum of Rupees 500 upon a Promissory note and then fraudulently deprived him of the possession of the note. The alleged suitor himself in the person of the 2nd witness Namasvoya Moodelly has deposed to that effect. But will any Court of Justice allow him to recover the amount of the Promissory note upon the story he tells? He says that the Promissory note was left with me because he was in urgent need of money with the request that I would remit the money to him quickly; that more than a year has since elapsed and he never has applied to me for repayment of the loan; but that he has made frequent applications to the 1st witness Ekanatha Row. The latter admits one application only.

15. The 2nd witness Namasvoya Moodelly says that after paying me the money and obtaining my Promissory note he went away and waited outside my house. That the 1st witness Ekanatha Row soon followed him out saying that I wanted the money which was all in specie converted into currency notes. That the two of them went in his bandy to the Custom House and the 1st witness after telling the Custom House Shroff to give the notes to the 2nd witness went to his duties in the Court. This is distinctly contradicted by Mutu Chedumbara Pillai the witness who deposed that on the day in question he and Ekanatha Row went from my house to the Court direct and that the 2nd witness Namasvoya Moodelly neither accompanied them nor was seen waiting at the house when they left for the Court. Your honor will notice this remarkable discrepancy.

16. Again Ekanatha Row the 1st witness's account of his going to the Custom House to convert specie into currency notes contradicts Namasvoya Moodelly materially. He says that the latter went with him walking, that he has no recollection as to which of them carried the money bag. The idea of a suitor in my Court with its Head Gumastah walking in and out of my house at one of the busiest hours of the day carrying a heavy purse of money does not appear to have struck this witness as preposterous. If such a transaction is not merely a creature of his own imagination surely his account of it would be in accord with the more probable story of the 2nd witness Namasvoya Moodelly.

17. Thus it will be seen that three witnesses, all of them intelligent men who pretend to be able to repeat the very words spoken on the occasion and describe little incidents that occurred are egregiously at discord upon a point which could not possibly have failed to make a much stronger impression on their minds than any other.

18. But really the story of the conversion of the notes for me seems to have suggested itself by the happy (for the prosecution) coincidence of Namasvoya Moodelly the 2nd witness having obtained notes for Rupees 500, on the day my Promissory note was executed, from the Custom House Shroff.

19. It is noteworthy that Ekanatha Row the 1st witness made no mention whatever in his earlier statement to Mr. Gribble of having gone to the Custom House to obtain currency notes. His memory must have been fresher then and the place was more favourable to make a calm and delibe-

rate statement than the witness box of a public Court House. In two places of that statement, he has also positively asserted that he saw Namasavoya Moodelly paying money to me partly in specie and partly in currency notes. But I presume that as that would not fit into the subsequent discovery, that the 2nd witness Namasavoya Moodelly had purchased currency notes for the full value of five hundred rupees, he has risked telling a deliberate falsehood.

20. The account given by the 2nd witness Namasavoya Moodelly of his first visit to my house is supported by Ekanatha Row the 1st witness's deposition before this Court. This deposition however is at utter variance with the statements made by him to Mr. Gribble before he had an opportunity of concerting with Namasavoya Moodelly. The story now told by Ekanatha Row has doubtless been suggested to him after my admission that it was he that negotiated a loan for me.

21. The story told by Namasavoya Moodelly of his visit to my house on the 10th March 1879 in company with Ekanatha Row is positively untrue. The Promissory note executed on the 1st November is payable six months after date and on the 10th March had 50 days more to run. The anxiety of Ekanatha Row to settle up before he left for Negapatam seems inexplicable to me; it becomes still more so when he tells us that after going to Negapatam he never once applied to me for the repayment of the loan, seeing, as he admits that he had incurred no liability by the simple act of negotiating the loan, and that he possessed no interest in the matter, it is hard to see why he troubled himself with frequent messages to Namasavoya Moodelly to come and have his account settled up before he left for Negapatam. This anxiety moreover seems to have had existence in Tranquebar alone for he is relieved of it and is no more troubled with the feeling after his arrival at Negapatam.

22. Then as to the circumstances under which I got possession of the Promissory note and retained it, and the condition it was then in. Namasavoya positively asserts that he did not let the note go out of his possession until he and Ekanatha Row arrived at my house; that it was not seen by Ekanatha Row that day until it was given to him at my door to be taken inside to me. Ekanatha Row on the other hand says that he never remarked the condition of the Promissory note when it was given to me by Namasavoya Moodelly at my house and that he is able to speak to the endorsements of repayment not being on it as he examined the Promissory note that morning in his house—the variance in the two accounts is remarkable.

23. If this story of my getting hold of and retaining the note is really true and it remained unpaid on the 14th February 1879 when Ekanatha Row was examined before Mr. Gribble it is marvellous that no mention of so important a circumstance in connection with the loan was made then. As a friend, he had a strong motive to expose the fraud practiced on Namasavoya Moodelly, at the very time he was furnished with an opportunity of deposing all he knew to my disadvantage and he has only too readily availing himself of it. Here again your honor will not fail to observe that the theory set up to account for the promissory note being in my possession has been built up only after I disclosed the note.

24. Mutuchedambara Pillay the 4th witness like Ekanatha Row, the 1st witness was transferred from my Court to Negapatam. Up to the moment of his going into the witness box I had no idea that he was to be examined to sustain the 3rd charge. His name appears as a witness for the 1st and 2nd charges only. Neither Ekanatha Row nor Namasavoya have deposed to his coming into the room and my sending him upstairs to wait, because I was busy with them. On the contrary they have both deposed that nobody else was in the room when the money was paid and promissory note given. If this witness did really see these two men with me it seems unlikely they would have forgotten the fact of his intrusion on our alleged private meeting. This witness moreover alleges the meeting to have taken place in a room on the east side of the house, while Ekanatha Row states the meeting was in the southern Hall of my house.

25. With regard to the deposition of Thondy Sabapathy Chetty the obligee named in the Pro-note I now quite think it possible that I may have been made the dupe of Ekanatha Row to the extent of being led into borrowing money supplied by Namasavoya Moodelly. But if this were so I find it difficult to account for Namasavoya Moodelly saying that the payment of the pro-note was demanded 7, 8 or 10 months after it was executed or in other words when it had become an "over due note." If he was the real obligee he ought certainly to have known that on the 10th March 1879 payment for promissory note was not due by 50 days. It is too much to ask one to believe that a native money lender concerned himself so little with a loan of Rupees 500 made by him on a promissory note

as to be unable to say whether he sought payment of it at maturity, before it was due, or when it had become overdue. But this is Namasavoya's case. If it is difficult to account for Thondy Sabapathy Chetty being kept ignorant of a promissory note having been taken in his favor by Namasavoya Moodelly for five months whilst in the interim they had constant business intercourse with each other and kept accounts between them, it is still more difficult to account for no demand having been made by the latter in aid of his constituent Namasavoy Moodelly when he found I kept fraudulent possession of the note. Namasavoya Moodelly as a man of business and property must have regular accounts. Why are they not produced? At the time of my receiving the loan of rupees 500 through Ekanatha Row, I find that O. S. 263 of 1877 was not on the file of my Court. It was finally disposed of in January 1878 and came back remanded only on the 13th December 1878. This appears to be the only suit in my Court in which Namasavoya had any personal interest. In all the others he appeared as a party with other co-trustees of the Covil he represents. If any payment was made to me in the interest of the covil the books kept by the trustees of the institution and the accounts rendered by them to the temple committee would shew it.

26. Namasavoya says a letter was written to him asking him to send the money by bearer as I was in urgent need of it, the alleged writer Ekanatha Row says he wrote to him to bring the money—where is the letter? The messenger who carried this letter, and other subsequent messengers are declared to be unknown at any rate they are not called.

27. The latest fish caught in the prosecution net is the 5th witness Somasoondram Chetty. But how does the fact of Namasavoya Mudali having purchased notes for Rs. 500, the same day that I borrowed a similar sum connect the transactions together. This witness and his book (exhibit) have only served to contradict the statements of the 1st and 2nd witness and to make their story a more complicated one. Somasoondaram says he does not remember Ekanatha Row coming with Namasavoya to obtain currency notes. Namasavoya says Ekanatha Row carried the money, gave it to the Shroff and requesting him to give the notes to Namasavoya went away to the District Munsif's Court where he afterwards gave the notes to him. Ekanatha Row says the two went together, got the notes together and that he paid them to me. In either of these two cases it is impossible to see how the note could have been registered in Namasavoy's name.

28. After all this maze of contradictory evidence I beg your honor to take into consideration the probabilities of the case and whether my conduct from the first has been consistent with an innocent intention or otherwise.

29. Your honor will perceive that the Promissory Note now before you on the face of it carries evidence of being *bond fide*. Payments are recorded as having been made on three occasions, mention is made of the amount of each of the two first payments and the final payment is noted by the words "paid up." The ink is different in each case and the writing is also somewhat varied. I would respectfully submit that if oral evidence, except of a most unexceptional character were allowed to weigh against the terms of such a Promissory note there will be little security in reducing contracts into writing.

30. The evidence by which it is attempted to shew Exhibit A is something else than what it seems to be, is of the most paltry kind. Will any one believe that a Munsif of my experience, acquainted with the rules on the subject will deliberately enter into a negotiation for a loan from a suitor of his Court through the Head Gumastah and conduct the transaction so openly as to become the talk of his Clerks. Is it likely I would authorise my Gumastah to write openly to suitors for money, permit messages to be sent about calling suitors to come and settle their debts with me, that I would receive suitors openly in my house receive loans from them in conspicuous bags, display it exposed on the table, leave the hall or room in which such unholy transactions are being carried on accessible to every casual visitor or clerk who may come to read the records, that I would send my Gumastah and suitor from my house together to walk the public streets to a public office with a heavy bag of money.

31. My position in this case is a peculiarly difficult one. By the class to which I belong I am precluded from associating with that body of men to which my accuser and his witnesses belong. I am utterly isolated and unable to command the aid of such men as can unravel the mystery of Ekanatha Row and Namasavoy's conduct. An official under the ban of his superiors in the Mofussil as a fallen is viewed as carrion, is considered a fit subject for human vultures to peck at, or to be avoided as one whose proximity is contagion.

Surely your honor does not credit these men who have volunteered the evidence they have given

here with any high moral motives such as a desire to cleanse the springs of justice. Their object is not to recover the Rs. 500 alleged to have been advanced to me. The civil courts could have been applied to for this. What then are their motives? They are puppets in the hands of others and dance at the will of him who holds the strings of their actions.

32. With the foregoing remarks I am content to trust my case for your honor's consideration and leave its final disposal in the hands of their Lordships the Judges of the High Court.

I feel confident that I shall receive all the consideration which can be accorded to an old and faithful servant of Government and I am sure the fact of my long service of 30 years for more than 20 of which I have been a District Munsif will weigh with you and their Lordships in my favor.

TRANQUEBAR, }
6th May 1880. }

(Signed) P. M. PEDROZA.

D.

No. 1,162.

Proceedings of the High Court of Judicature at Madras, dated 26th July 1880.

Read letter dated 8th March 1880, from the Acting District Judge of Tranquebar, reporting the proceedings under the Commission issued to him in High Court Proceedings dated 16th April 1880, for the Examination of Mr. P. M. Pedroza, District Munsif of Tranquebar.

(H. E. H. C. No. 4,206 of 1880.)

On the 16th February 1880, Mr. Gribble, the officiating District Judge of North Tanjore, reported that he had good ground for suspecting Mr. Pedroza, the District Munsif of Tranquebar, of corrupt and irregular practices, and a week later he submitted a memorandum of a conversation he had had in the interval, with the Munsif, on the subject of these suspicions, and especially on the point that the Munsif had obtained money from suitors in his Court. The Munsif (after some hesitation) admitted that he had in one instance taken a loan of 500 Rupees on a Promissory note. He at the same time denied that he knew, when the loan was taken, that the lender was a suitor. He went on to explain that he had repaid the loan, and that he had the discharged note in his possession. On being called on to produce the note, he sent Mr. Gribble a promissory note purporting to have been given by him (Pedroza) to one Sabapatti of Mayavaram for 500 Rupees. The note bore three endorsements of part payment in the Munsif's handwriting. Two of these each for Rupees 100 were dated 6th March 1879 and 8th March 1879 the third, (and in Mr. Gribble's opinion from the freshness of the ink and sand appearing to have been written immediately before the note was produced to him) bore no date and consisted only of the words "paid up P. M. Pedroza."

2. Mr. Gribble reported that he had reason to believe that the person who had actually supplied the sum of Rupees 500, to the Munsif was one Namasivaya Mudali who was at the time a party to proceedings in the Court of the Munsif.

3. Mr. Pedroza further admitted that his wife and mother-in-law had contracted loans in Tranquebar.

4. Mr. Gribble forwarded particulars of another case in which it was asserted the Munsif had obtained money from a suitor. On the 16th April the High Court (under Section 20 of Act III of 1873) appointed the District Judge of North Tanjore (Mr. Woodroffe) a Commissioner to enquire into the conduct of Mr. Pedroza in reference to these alleged loans and framed 4 articles of charge for this purpose.

*1st. That you Mr. P. M. Pedroza being District Munsif of Tranquebar did in or about the month of September and October (Pirattasi) 1878 obtain from one Somasundram Pillay, who was then concerned in a certain suit or proceedings pending before you as such Munsif a sum of Rupees 500 by way of loan in order that you should shew favor to the said Somasundram Pillay.

5. At an early stage of the enquiry thus ordered, the Commissioner for technical reasons abandoned articles 1 & 2.

6. At the enquiry there were examined to sustain the charge, the Head Gumasta of the Munsif's Court through whom Mr. Pedroza had been introduced to Namasivaya Mudali, Namasivaya Mudali, Sabapathy Chetty and three other witnesses of less importance.

2nd. That you Mr. P. M. Pedroza being District Munsif of Tranquebar did in or about the month of November 1878 receive from one Somasundram Pillay who was concerned in a certain suit or proceeding then pending before you as such Munsif a sum of Rupees 500 by way of gift in order that you should shew favor to the said Somasundram Pillay.

3rd. That you Mr. P. M. Pedroza being District Munsif of Tranquebar did in or about the month of November 1878, obtain from one Chokka Mudaliar alias Namasivaya Mudaliar who was then a party to a certain suit or suits pending before you as such Munsif a sum of Rupees 500, as a loan in order that you should shew favor to the said Chokka Mudaliar alias Namasivaya Mudaliar.

4th That you Mr. P. M. Pedroza being District Munsif of Tranquebar did in or about the month of November 1878, obtain from one Chokka Mudaliar alias Namasivaya Mudaliar who was then a party to a certain suit or suits or proceedings pending before you as such Munsif a sum of Rs. 500 by way of gift, in order that you should shew favor to the said Chokka Mudaliar alias Namasivaya Mudaliar.

to the interest charged, on inadequate consideration, and with reference to the official relation between the parties on an implied understanding or knowledge that he should show favor to his creditor and that the corruptness of the transactions became complete later on (on 10th March 1879) by practical conversion of the loan into a gift.

9. By a rule made by the Sudder Court on the 26th December, 1836, and republished by this Court in 1873, it was declared that Munsifs, who borrowed money from suitors in their Courts, rendered themselves liable to dismissal. Although disregard of this rule might not in all cases be visited with dismissal from the service, there are in this case, circumstances which preclude the Court from refraining from imposing the penalty of which all District Munsifs had notice.

10. The Commissioner found and the Court concurs in the opinion, that Mr. Pedroza not only borrowed money within his jurisdiction but borrowed it from a person who was (as he was informed at the time) a suitor in his Court. The Promissory note represents as the payee a person who was not the owner of the money and if as the Court believe Mr. Pedroza was aware of this circumstance the reason for the misstatement is obvious. The note bears endorsements in Mr. Pedroza's handwriting which do or do not truly represent payments Mr. Pedroza must have been aware that these endorsements by the party liable are no evidence of payment and if he had made the payments as he alleges he would have secured acquittances from the payee and would have had other means of proving the payments. Mr. Pedroza makes no attempt to prove them. He does not even say where or to whom he made any of them nor does he assign a date to the final discharge of the obligation.

11. In either view Mr. Pedroza's conduct in this transaction has rendered it impossible he should be retained in the judicial service. If the Commissioner who has conducted the enquiry with great care is in error in finding that the loan was converted into a gift, there yet remains the fact that the loan was advanced on terms more favorable than would be ordinarily obtained and which countenance the suggestion that the creditor looked for other consideration from the Munsif. Proof of the alleged payments is not forthcoming and the Court cannot but regard the endorsements made by Mr. Pedroza as fictitious and intended if not to defraud the creditor at least to deceive the officer to whom Mr. Pedroza was subordinate.

12. The High Court therefore direct that Mr. Pedroza be removed from the office as District Munsif under the provisions of Section 20 Act III of 1873; and the High Court further direct that this order have effect from the 16th April 1880.

True Extract.

(Signed) LEWIS McIVER,

Ag. Registrar Appellate Side.

(True Copy.)

(Signed) SUTHERLAND ORR,

Ag. Deputy Registrar, Appellate Side.

H.

TO THE HONORABLE THE CHIEF JUSTICE AND THE OTHER HONORABLE JUDGES
OF HER MAJESTY'S HIGH COURT OF JUDICATURE AT MADRAS.

The humble Petition of Peter Manual Pedroza, lately District Munsif of Tranquebar.

HUMBLY SHEWETH,—That your Petitioner has, with feelings of the utmost grief and humiliation, received your Lordship's orders, (dated 26th July 1880) conveying the decision arrived at on his case and condemning your Petitioner to removal from his appointment as District Munsif of Tranquebar, with effect from the 16th April last.

2. That your Petitioner, after thirty years' of his life spent in the service of the Government, and after having for upwards of twenty years labored in the faithful discharge of the trust confided to him as a judicial officer, the trust which he is now declared to have forfeited, cannot resign himself to the cruel and ignominious position in which he has been placed, without seeking to obtain some mitigation of the crushing sentence passed upon him.

3. Your Petitioner feels that it would be almost useless to ask your Lordships to re-examine

9. By a rule made by the Sudder Court on the 26th December 1836 and republished by this Court in 1873, it was declared that Munsifs who borrowed money from suitors in their Courts, rendered themselves liable to dismissal. Although disregard of this rule might not in all cases be visited with dismissal from the service, there are in this case, circumstances which preclude the Court from refraining from imposing the penalty of which all District Munsifs had notice.—*Proceedings, of the High Court, dated 26th July 1880.*

4. Your Petitioner humbly submits that the finding against him by the Court of inquiry established only the fact that he had disobeyed the orders of the department, by borrowing money from a person who at the time was a suitor in his Court. Your Petitioner has never sought to deny the facts upon which this charge is based. He has admitted that he borrowed money, but from a person of whom he knew nothing. He has solemnly asserted his ignorance of the actual lender being a suitor in his Court; and he urges in proof of this, the fact that he was a stranger to the district, having only arrived there a fortnight previous to the transaction which is made the subject of accusation against him; and in extenuation of his having borrowed at all, the fact that he had for some months previous been on half pay, owing to sickness, at Madras.

5. Your Lordships declare that there are circumstances connected with the case which

1. Mr. Pedroza not only borrowed money within his jurisdiction but borrowed it from a person who was (as he was informed at the time) a suitor in his Court. (2) The Promissory Note represented as the payee a person who was not the owner of the money. (3) If he had made the payments as he alleges he would have secured acquittances and would have had other means of proving the payments. (4) Proof of the alleged payments is not forthcoming and the Court cannot but regard the endorsements made by Mr. Pedroza as fictitious. *Idem*, paras 10 and 11.

deceived. That the Promissory note was returned to him by his creditor without payment and that the endorsements on the Promissory note were fictitious and fraudulent, have been assumed from the mere absence of proof as to the payments endorsed.

6. Your Petitioner would respectfully urge that the absence of proof as to the payments made by him, upon which stress is laid, was not proof that those payments were not actually made. The endorsements on the Promissory note went to show that it had been discharged by payments on three different occasions. If, as, has been your Petitioner's case, these payments were made on each occasion personally and directly to the creditor, it is obvious that no proof of the payments so made could possibly have been adduced, other than that contained in the endorsements themselves and

the facts upon which a finding has been recorded against him. Your Petitioner's only prayer now is that your Lordships will, in justice to an old servant of Government, reconsider your Lordships' decision, so far as it has been influenced by the adverse inferences which your Lordships have drawn as to his conduct in the matters charged against him.

the evidence of the creditor. The creditor admitted that he had personally applied for the money, though he denied having received it. But your Petitioner submits that that denial should have been received with the greatest caution, as it was to the interest of the creditor to deny the receipt of the money.

7. Your Petitioner humbly submits that his good character should have outweighed the denial of a man deeply interested in denying the receipt of the money. Your Petitioner has held the office of District Munsif for more than twenty years. He has borne a good character during the whole of this period; he has been honored by the friendship and consideration of more than one Covenanted officer of the Government in the department in which he has served; and in a generation now for the most part passed away, there were many who would have declared him incapable of the deliberate falsification of which Your Lordships believe him to have been guilty.

8. Your Petitioner humbly submits that in the absence of proof against him, his long service and the character he has borne should have entitled him to the presumption that he was acting in good faith in the transaction which is the subject of the charge against him.

9. Your Petitioner earnestly prays that your Lordships, in the gracious exercise of the prerogative of mercy, will mitigate the severity of a sentence which reduces him to utter destitution, at an age when he can have little hope of making a new start in the struggle for existence; and that your Lordships will either restore him to the service in which he has spent his life, in whatever grade it may be thought fit, or recommend him for the pension which his last appointment would have given him; and in making this appeal, your Petitioner would humbly submit that he has already been without any income for above five months, and has undergone much distress of body and mind.

And your Lordship's Petitioner as in duty bound,

WILL EVER PRAY.

(Signed) P. M. PEDROZA.

18th September 1880.

APPENDIX.

I hereby certify that for several months during the Famine, in the year 1878, Mr. P. M. Pedroza, while District Munsif of Palmanair, exercised under my orders the Powers of a 2nd Class Magistrate, in addition to his ordinary duties of District Munsif; and while so employed worked very steadily and zealously, disposing of a large number of Magisterial cases, although suffering from time to time severely from fever.

(Signed) W. S. WHITESIDE,

Magistrate.

PALMANAIR. }
Augt. 9, 1880. }

I have known Mr. P. M. Pedroza in the South Arcot District from 1871 to 1875. He was during that time District Munsif of Villapuram, which was in my division, and I therefore knew him to be popular and well liked, and not a breath against his integrity ever reached my ears.

I also knew him personally and found him most courteous and kind, and I always believed him to be steady and assiduous in his work.

I have at his request written this testimonial as he is about to apply for Pension, and although he has not been in my branch of the Service, I have written somewhat at length, in the hope that it may help him, inasmuch as Messrs. Hodgson and Swinton are beyond his reach in Europe, and Mr. O. B. Irvine is now dead, these being the Judges under whom he served in my then district, South Arcot.

(Signed) C. KOUGH,

Ag. Sub-Collector of Madura.

CAMP, PALANI, }
16th Augt. 1880. }

MEMORANDUM.

With reference to the Petition of Mr. P. M. Pedroza, lately District Munsif of Tranquebar dated 18th September 1880, the undersigned is directed to say that having regard to the facts of the case which led to Mr. Pedroza's removal, the High Court cannot interfere on his behalf.

(Signed) LEWIS McIVER,
Acting Registrar,
Appellate Side.

HIGH COURT OF JUDICATURE, }
MADRAS, 3rd March 1881. }

To

MR. P. M. PEDROZA,
with reference to his Petition dated 18th September 1880.

1 True copy

P. M. Pedroza

*late District Munsif
of Tranquebar*

Petition (1001) / Dept

From Peter Manuel Pedroza,
late Diett Munsiff of Tanguet
in the D^o of North Tanager

A. S.

Of 6th
By 11th April 81

In
CURRENT No. 740.

Restoration or Pension

The Jst having carefully
considered the petition & the
papers forwarded with it
see no reason to ~~take~~ the
page of the petition after
see *AB*
(From order)

Having from these papers
my last communication I am
fully satisfied the petition
case does not merit the
interference of Jst. is declined.
large debt & a D^o of the
shown he was at the time
in official relations &
that this had only been
discharged on previous
being Jst & Pearson M^o.

Before Mr Justice is
agreed to furnish the information
satisfactory in the matter
so rapidly claim to his charge
in para 7 of the petition, I
think Jst should be made
fully aware of the petition
(though the collection of the
particulars and exact
or approximate dates of
the alleged occurrences,
of the nature & mode of
pressure alleged to have
been brought to bear more
than once on Mr Justice
blatant payment & of
I think Mr Justice must
be required to give a
reply to this Stat^o if
he involves him in a
very serious breach of standing
orders. W. J. is now at
home or far to: & the
reply I think must be
made this the Jst of the
L^o
22/6/81

Indl. (Petition) Dept.

x No. 740 of 1857

lt. Dist. Mansiff - Tranquebar

Mr. P. M. Pedroza was dismissed by the H. Court on report of a Commosⁿ of Inquiry under Act xxvii of 1850. This inquiry was ordered on the report of Mr. Gribble, who Petitioner alleges had private reasons for persecuting him. Petitioner was dismissed because he borrowed money (Rs. 500) from a suitor in his Court & afterwards obtained the note he gave for it without repaying any of the sum borrowed & falsely endorsed on the note that the money was repaid. He also afterwards gave 4 ~~pids~~ ^{decrees} in favour of the person who lent him the money.

Petitioner alleges that he borrowed the money from the person in question not knowing he was a suitor in his Court: that he repaid it; that he did endorse payment himself as it is the custom of the country ~~and~~ that the borrower shd do so; that Mr. Woodroffe the Commosⁿ who tried the charge was a friend of Mr. Gribble & therefore prejudiced. He appealed to the H. Court who declined to interfere. Petitioner has served Gov^t for 30 years & prays for reinstatement or pension being now old. This is a case similar to one

in G.O. 23rd Dec. 76 2/11/57 28.

I have very carefully considered this Petitioner's account. As the H. Court have distinctly refused to interfere on behalf of Petitioner in regard to the matter of a pension I do not think that the Gov^t can take the prayer of the Petitioner into consideration.

There is a distinct matter raised by this Petitioner.

Mr. Gribble has changed Mr. Gribble with having contracted a

Petitioner's reasons for
 appearing in many
 years to bring the matter
 of the alleged loan to the
 notice of Govt. and from
 other circumstances connected
 with the case, likely to be
 service in enabling Govt.
 to form an opinion regarding
 it. And of which Mr.
 Public should think
 he must be aware in the
 event of Govt. deciding
 to require him to furnish
 an explanation in regard
 to the alleged allegations which
 if true would seem to mislead
 him in a serious manner
 of the Government.

4/5/82 CM 25/6
 24-6-82 R25/6
 Very well
 correct
 JPA

Petitioner
 J. DEPARTMENT.

P. M. Pedra - late
 of Tranquebar

Under Disposal Docket.

PAPERS to be read in Proceedings:—

X No. 740 of 1887.
 No. of
 No. of

Recd to the Hon
 the Govt
 JPA

Petitioner Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read the following letter

from Peter Manuel Pedra late of Tranquebar
 praying for Pension

Order of 7th July/81, No. 401

The Govt. having carefully
 considered the petition &
 the papers accompanying
 it see no reason to
 interfere, or to comply with
 the request for a pension.

2. With regard to the
 matter so vaguely laid to
 the charge of Mr. Gribble in
 para. 7, before the Govt. can
 take any steps for the taking
 of the Govt. must be
 made fully aware by the
 Petitioner through

how. As Petitioner has now no
 connection with Govt. it is
 suggested that he furnish
 the explanation direct
 JPA

Of the particulars, with the
 exact or approximate dates

of the alleged occurrences, &
of the nature & mode of
pressure stated to have
been brought to bear
upon more than once
upon that officer to compel
payment of the alleged
loan; the reasons for re-
fraining for so many
years to bring the matter
to the notice of Gov. Grand
all other circumstances con-
nected with the case likely
to be of use in enabling
the Govt to form an opinion
regarding must also be fully
stated.

W
W

To
Pet^r with Cert. Dec^r 7/1/61

(31)
Ptn of Pedregal
Govt. of 188 } Madras.

To Comptroller

Dated }
Recd. } 188 , No.

Nos.

BY ENDORSEMENT

1 JUL 81

PROPOSED

Indt Pctn Dept

fo. 401

Dated 7-7-81

Che

7-7-81

Despatch as
altered
JWC

4/7/81

7-81
7-81