

MADRAS RECORD OFFICE.

Government of Madras.

Revenue

DEPARTMENT.

G.O. No.	3216	Press
		Mis.
<i>282-82</i>		
Dated	21-12-1869	19

Not to be folded or roughly handled.

*Proceedings of the Madras Government, Revenue Department,
21st December 1869.*

No. 282. Read the following Proceedings of the Board of Revenue, dated 4th November 1869, No. 8,165:—

Read again Board's Proceedings, dated 7th August 1869, No. 5,825.

Do.	21st	do.	6,304.
Do.	23rd	do.	6,341.

Read also the following letter from the Collector of Trichinopoly, to the Acting Secretary to the Board of Revenue, dated 7th October 1869, No. 237.

In forwarding copy of the Decree passed by the Civil Court in the Marungapury case I have the honour to submit the accompanying copy of the Government Vakeel's explanation and my remarks thereon, as called for by Board's Proceedings, dated 23rd August 1869.

2. The main grounds of justification urged by the Government Vakeel are, that the suit was entrusted to him as a private suit, that another Vakeel was associated with him, and that he did not get the whole fees. It does not matter whether the suit was private or public. The Government Vakeel's bounden duty was to protect the rights of Government, whose interests were so closely identified with those of the minor. I was advised to nominate another Vakeel to take part in this important case, and the subsequent conduct of the Government Vakeel showed that this advice was sound. As to his fees being thus reduced, his honesty should not assuredly be regulated by the amount of remuneration, nor should he now demur to the amount of fees he then agreed to, as it was quite open to him to decline.

3. As regards the recommendation for the withdrawal of the suit the Government Vakeel must have known that an important point affecting the Government was at issue; and a perusal of his letter to me, * advocating the above withdrawal, would lead any one to conclude that the Vakeel was anxious to get rid of me at any price to suit his own ends.

Remarks upon answer to question No. 1.

* Forwarded to Board with letter, dated 3rd August 1869, No. 173.

4. The Government Vakeel shirks answering why he consented to the compromise when our case was known to be over-powering. It was certainly his duty during his stay at Marungapury,† where the Razee was concluded, to protect his clients' interests, and he should have communicated with me in any case, more especially as he now seems desirous to induce a belief that he wished "to prevent the Razee."

Remarks upon answer to question No. 2.

† Whither he had proceeded under commission issued by Civil Court to take oral evidence in the suit in question.

5. When asked why he signed the Razeenamah without consulting either Mr. Norton or myself, the Government Vakeel avers that he did not know the Advocate-General was retained by the Zemindar. It is not possible to believe this. It was publicly known here that Mr. Norton was coming on the Zemindar's behalf; and after this fact was the common talk in Trichinopoly, the Government Vakeel started for Marungapury. It is likewise equally incredible that when he was thus in the midst of the litigants, and at the scene of the compromise, that he should

Remarks upon answer to question No. 3.

Mr. Norton or myself, the Government Vakeel avers that he did not know the

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have been kept in the dark regarding the retention of the Advocate-General. Again, nothing amongst natives produces greater excitement than the rumoured advent of an eminent English Barrister. As regards the submission of the late Razeenamah to me by the Vakeel, this was hurriedly done as I was driving into Trichinopoly, and heard the Government Vakeel's version, but after consulting with Mr. Norton the real state of the case came to light. Concerning the latter part of the Vakeel's answer I can only state that had the Razeenamah been filed as he wished, and Decree passed thereon as prayed for therein, the Government would have been compromised, and a very awkward precedent have been created against the rights of the State.

6. The news of the 67,000 rupees reached Trichinopoly very soon after the Remarks upon answer to question No. 4. Razeenamah itself, and it is scarcely credible that the Government Vakeel, who was at Marungapury in the very thick of all the questionable negotiations concluded at that place, should have been ignorant of this stupendous transaction which was in fact the leading feature of the compromise. Directly the report assumed a substantial form I reported the matter to the Board.

7. As regards the answer to the last question I fancy the Vakeel, seeing all his plans frustrated, and knowing that the judgment must be given in our favour, adverse to his interests, stayed away from Court, thoroughly ashamed of himself. As to my enjoining "strict silence" the case was thus: the Government Vakeel was so insufferably impertinent to the Advocate-General in my Office-room that I told him to be silent whilst Mr. Norton was speaking, and not to interrupt him.

8. I must inform the Board that having reason to doubt the Government Vakeel's probity and honesty in the conduct of criminal cases, I have had to select another Public Prosecutor. My suspicions on the criminal side were awakened sometime before this questionable management of the Marungapury case came to light; and as this latter suit has made not only myself, but many others doubtful of John Aruvanadum's character as a Civil Advocate, I naturally recommend that he be removed from the post of Government Vakeel, to which he was merely nominated to act for one year, which term has just expired. Should the Board concur with me I will make the necessary application to Government in favour of a new nominee.

ENCLOSURE No. 1.

DECREE.

Original Suit No. 30 of 1868.

In the Civil Court of Trichinopoly.

Present: W. M. CADELL, Esq., Acting Civil Judge.

(L. S.)

Plaintiff.

versus

Defendants.

Lekkamani, widow of the late Theroomalai Poochaya Naicker, Zemindar of Marungapury Court of Kulutalai Talook.

1. Collector of Trichinopoly, Agent of the Court of Wards, who was in charge of the Zemindary of Marungapury.

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Vakeels. { J. D. Mayne, Esq., Barrister-at-Law, and Panchanathaiyer. 2. Streemath Renga Kristna Moothooveera Poochaya Naicker, present Zemindar of Marungapury.

By their Vakeels

The Honourable John Bruce Norton, Advocate-General.

Government Vakeel John Aruvanadum Pillai, B.L., and Streenivassa Row.

THIS is an action brought by the plaintiff as the senior widow and legal heiress of the late Zemindar of Marungapury for the recovery of the Zemindary and other property, valued at Rupees 4,11,997-3-1.

2. The claim of the plaintiff is dismissed: the plaintiff to pay all costs.

Costs to be paid to defendants by plaintiff—			RS.	A.	P.
Value of Stamp-papers used for Statement, etc.	...	...	2	0	0
Peon's batta	...	...	76	12	0
Vakeel's fee	...	...	1,000	0	0
			1,078 12 0		
Costs to be borne by plaintiff—					
Value of Stamp-papers used for plaint, etc.	...	...	3,418	8	0
Peon's batta	...	...	62	4	0
Vakeel's fee	...	...	1,000	0	0
			4,480 12 0		

Given under my hand and the seal of the Civil Court of Trichinopoly, this 1st September 1869.

The period for preferring an Appeal is ninety days from this date.

(Signed) W. M. CADELL,
Acting Civil Judge.

ENCLOSURE No. 2.

Judgment.

Original Suit No. 30 of 1868.

In the Civil Court of Trichinopoly.

PRESENT: W. M. Cadell, Esq., Acting Civil Judge.

IN the plaint it is set forth that the Zemindary of Marungapury pays an annual rent or peishcush to Government of Rupees 20,576-10-10; that the same was the ancestral property of the plaintiff's husband, Theroomalai Poochaya Naicker; that he enjoyed the same till the 17th July 1864 when he, the said Theroomalai Poochaya Naicker, demised; and that according to Hindoo Law and the custom prevailing in Zemindaries, plaintiff, as the royal wife of the deceased, (among his three widows) is entitled to succeed to the same.

That on the day preceding his death the deceased, Theroomalai Poochaya Naicker, made an arrangement directing that the plaintiff should be constituted his heir; that the two junior widows should remain under the plaintiff's protection; that the affairs of the Zemindary were to be carried on by the cousin of the deceased, Theroomalai Poochaya Naicker, under the orders of the plaintiff; and that the two junior widows should thereafter enjoy the estate successively.

That intimation of plaintiff's being constituted his heir was duly made to the Collector; and that up to the 17th January 1866 when the cousin of the deceased also died, plaintiff was under the impression that he (Theroomalai Poochaya Naicker) was managing the affairs of the Zemindary.

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That then plaintiff began to suspect that Government had interfered with the affairs of the Zemindary; and that in March 1866 she (plaintiff) wrote several letters to the Sub-Magistrate of Marungapury, the Collector of the district, and to the Board of Revenue, but without any success; that on making further inquiries, she (plaintiff) ascertained that her deceased husband's cousin, Theroomalai Poochaya Naicker, had concealed her husband's real Arzee, and had represented to the Collector that the deceased Zemindar had constituted the Minor, Renga Kristna Moothooveera Poochaya Naicker, as his heir to the Zemindary, and that the estate was then under the management of the Court of Wards; that the fraudulent conduct of the agent cannot affect her (plaintiff's) right to the succession to the Zemindary; that her husband did not constitute the Minor his legal heir, nor indeed was he competent to do so; hence this suit for the possession and recovery from the first defendant as Agent to the Court of Wards of all the villages belonging to the Zemindary, valued at Rupees 2,05,766-12-4; also the Pannai Uramoniyam lands attached thereto, to recover buildings valued at Rupees 700.

Davastanum villages valued at Rupees 1,46,191-9-0, and the management of the same; to recover jewels valued at Rupees 13,305-15-0; and finally to recover the sum of Rupees 49,032-14-9, being the income of the Zemindary, together with all the rights appertaining thereto, as also the subsequent income thereof.

2. To this the defendant (the Collector) answered—

That the Zemindary being an unsettled polliem the right to nominate a successor to the same was vested in the Government; that the Government, in the exercise of this right, had constituted the Minor, Renga Kristna Moothooveera Poochaya Naicker, heir to the Zemindar; and that such act being an act of State cannot therefore be questioned by any Municipal Court.

That even if the Zemindary was not an unsettled polliem, the Minor, as the undivided half-brother of the deceased Zemindar, would be the rightful heir thereto.

That the late Zemindar himself in his letter to the Collector recognized the right of the Minor to the succession.

That the plaintiff's assertion that till January 1866 she was not aware that the Zemindary was under the charge of the Court of Wards is not true.

3. The following issues were directed to be tried on the 9th January 1869:—

The defendant asserts and the plaintiff denies that this Court is not competent to entertain this suit.

The first issue will be to prove this.

The plaintiff asserts and the defendant denies that the half-brother of the deceased Zemindar is not the legal heir of the latter, and that such being the case the plaintiff herself is the person legally entitled to succeed to the Zemindary.

The second issue will be to prove this.

The defendant asserts and the plaintiff denies that the party on whose account and on whose behalf the Zemindary is now held under the management of the Court of Wards is the half-brother of the deceased Zemindar.

The third issue will be to prove this.

4. The plaintiff filed ten documents, numbered A. to J., and cited forty-seven witnesses.

5. The defendant filed thirty-two documents, and gave in a list of no less than seventy-nine witnesses.

6. The suit was posted for the examination of witnesses on several occasions, but finally Mr. J. D. Mayne, Barrister-at-Law, appeared before the Court on the 28th July on behalf of the plaintiff, and requested a further postponement of the case till the 16th August, or after the adjournment of the High Court.

7. This request was granted.

8. On the 30th July the Vakeel for the plaintiff, Panchanathaiyer, presented a petition to the Court, No. 709 of 1869, stating that he (the Vakeel) had been given to understand that since the institution of the suit the minor had come of age, and that the property had been made over to him;

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he therefore requested that the Zemindar, Renga Kristna Moothooveera Poochaya Naicker, might be admitted as a supplemental defendant.

9. This request was also granted and notice directed to be sent.

10. On the day appointed, the 16th August, the Honourable Mr. Norton, Advocate-General, appeared for the 2nd defendant, and requested the further postponement of hearing of the case till the 28th August, with the concurrence of the plaintiff's Vakeel Panchanathaiyer; this request was also granted. On this day Vakeel, Panchanathaiyer, for the plaintiff, and Vakeels John Aru-nadum Pillai and Streenivassa Row for the 2nd defendant, put in a Razeenamah which purported to have been an amicable adjustment of the matter in dispute by these parties. To the filing of this document Mr. Norton, as senior counsel for the 2nd defendant, objected, as he was altogether unaware of its nature and contents, and it was ordered that the filing of the Razeenamah be postponed till the case was finally heard and disposed of.

11. The case was again finally called up for hearing on the 31st August, when Vakeel Panchanathaiyer appeared for the plaintiff, and the Honourable J. B. Norton for the 1st defendant the Collector; Mr. Norton at the same time intimated that he no longer appeared for the 2nd defendant the Zemindar.

12. Mr. Norton was heard for the 1st defendant and urged:—

First.—That although the Zemindar had since the institution of the suit come of age, the whole of the property had not been made over, and that the responsibility of the guardianship of the 1st defendant as the Agent of the Court of Wards had not therefore ceased.

Second.—That no application had been made by the opposite party to release the 1st defendant from his responsibility as guardian, and that the 1st defendant was therefore still responsible for the acts committed during his guardianship.

Third.—That the 1st defendant merely acted in the matter as the Agent of the Court of Wards, who, under the orders of the Local Government, had declared that the minor, Renga Kristna Moothooveera Poochaya Naicker, was the successor to the Zemindary.

Fourth.—That the Zemindary of Marungapury is an unsettled polliem, and that therefore the Local Government have, as declared in the decision of the High Court, (Madras High Court Reports, Volume III., page 303,) and other authorities, the right to nominate and declare the party entitled to succeed to such polliems.

Fifth.—That such act, as an act of State, is therefore not cognizable by any Municipal Court whatever, as laid down in the Tanjore and other cases.

Sixth and lastly.—That the Razeenamah between the plaintiff and a third party, and which has reference to such an act, cannot be admitted or accepted by the Court.

13. Vakeel Panchanathaiyer was also heard for the plaintiff, and contended that the Razeenamah was only a private adjustment as between the plaintiff and the Zemindar, the 2nd defendant, and ought therefore to be admitted.

14. Mr. Norton was heard in reply.

15. The Court reserved its Judgment till the following day.

16. On the 1st September the case was again called on, and the Court being of opinion that there being no evidence of the Zemindary having been made over, and the 1st defendant having not been by any act of the plaintiff relieved from his responsibility as 1st defendant in the suit, he, the 1st defendant, was still entitled to be heard.

17. The Counsel for the 1st defendant, Mr. Norton, then called and examined the 1st defendant himself, who produced and swore to the Proceedings of Government of the 17th September 1864, conveying the orders of Government as to the succession of this polliem. The Proceedings of the Madras Government showing their recognition of the succession of the former Zemindar were also put in, and sworn to by the 1st defendant.

18. The Vakeel for the plaintiff declined to cross-examine, and requested the further postponement of the case, or till he could communicate with Mr. Mayne.

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19. The Court, however, declined to admit any further postponement, as issues were framed nearly nine months since.

20. Vakeel Panchanathaiyer stated he had nothing further to say.

21. The Court is of opinion that the evidence of the 1st witness (the 1st defendant) has conclusively shown that the Marungapury Zemindary is an unsettled polliem, and that the right of succession to such polliems has not only in the case of this polliem been admitted and exercised in the case of the present and past succession to this polliem, but that this right has been declared by the highest authority to vest in the Local Government and not in the line of lineal succession. Such being the case it follows as a matter of course that this right cannot be called in question in this Court, and on the first issue the finding must therefore be for the 1st defendant.

22. It is unnecessary therefore further to enter on the other issues, but with regard to the Razeenamah tendered by the plaintiff and the 2nd defendant the Court is also of opinion that in a case like the present, and in which it has been found that the plaintiff has no right to bring such a suit, it is incompetent for the Court to entertain a document which purports in any way to be an adjustment or settlement of such claim.

23. The claim of the plaintiff is therefore dismissed: the plaintiff to pay all costs.

TRICHINOPOLY CIVIL COURT,
1st September 1869.

(Signed) W. M. CADELL,
Acting Civil Judge.

ENCLOSURE No. 3.

From J. ARUVANADUM PILLAI, B.L., Government Vakeel, to the Collector of Trichinopoly,
dated 13th September 1869.

I HAVE the honour to acknowledge the receipt of your letter, No. 121, under date the 6th instant, intimating that the Board of Revenue have called upon me for an explanation of the management of the Marungapury Suit, and proposing five questions for me to answer.

2. Before I proceed to answer them I must respectfully submit that the Board are, as it appears to me, under a misapprehension as to the manner in which that suit was put into my hands. I feel assured that if it were properly represented to them that it was purely as a private case you entrusted it to me in my capacity of private Vakeel, telling me that you would only give me half fees, and that if I did not accept your offer, you would give the case away to any other Vakeel of the Civil Court, as you have now actually done, the Board would not think it necessary to seek any explanation from me in the capacity of Government Vakeel, any more than from Stree-nivassa Row whom you associated with me in the same Vakalat, and to whom you not only granted equal fees, but also committed the principal management of the suit. When I requested you to furnish me with a copy of your letter to the Board, which you have been pleased to deny me, my object was simply to learn whether these facts had been represented to the Board, whether you had told them that my legal fee in the suit, which was Rupees 1,000, was refused, that you had empowered me by a special Vakalat to defend the suit, and that you would not recognize the suit as a Public Suit, fit to be defended by the Government Pleader; for, if these facts had been duly made known to the Board, I feel confident that they cannot view our relation to each other in the suit in any other light than that of a private Vakeel and his client. But whatever be the view adopted by the Board on the subject, you having refused me a copy of their Proceedings, and as I am assured that the questions you now send me are those proposed by the Board, I am only to submit my answers to them in order.

3. Question 1.—“Why did you recommend me to withdraw from the suit when there was an important point at issue affecting the Government?”

Answer.—I having been most positively assured by you and by your Sheristadar that the suit was only a private suit, (சுயம்சம், being the very words used by the latter,) that the Government had nothing to do with it, that you were at liberty to reduce my fee to any extent, as with an ordinary private Vakeel, and to give the case away to any one else if I did not choose to accept your terms, and the case having been thus regarded by you throughout as one of a private nature

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I cannot conceive how, and when, you have discovered the existence of an important point in it affecting the Government. My services having been thus engaged in the capacity of a private Vakeel you gave me a right to deal with you as a private client, and under that right I suggested your withdrawal from the suit for the reasons stated in my letter. At the motion of the plaintiff the Zemindar was also made a defendant in the suit by the Court, on the supposition that your guardianship had ceased. The Zemindar requested me to accept a Vakalat from him and to defend the suit on his behalf. I was naturally under the impression that there was, therefore, no necessity whatever for you still to continue in the suit, and I accordingly offered my suggestions, but still subject to your superior judgment, I don't see how I can be blamed for doing this.

4. Question 2.—“Why, when we had such an over-powering case, did you consent to a compromise against the interest of your client?”

Answer.—The position of a Vakeel is little better than that of Balaam's Ass. He has simply to utter whatever words are put into his mouth, and to carry out the instructions given him by his clients. Whether in the present instance I did or did not object to the Raze; whether I did or did not remonstrate with the Zemindar for having concluded it without our advice; whether I did or did not impress upon him the importance of consulting with you in the first instance; whether he heeded or not the advice given by me; are facts you must elicit from the lips of the Zemindar himself, whom I believe to be a truthful and honest young man. It is needless to state what steps I took to prevent the Raze. In all such cases the consent of the Vakeel is thoroughly immaterial. The Raze is concluded and signed by the parties themselves.

5. Question 3.—“Why did you sign the Razeenamah without consulting the Advocate-General or myself?”

Answer.—There is no importance to be attached to a Vakeel signing a document such as a Razeenamah. His signature is required simply as a proof that the signature of the party he represents is actually there. It is only an evidence of genuineness and nothing more. Holding, as I did, a separate Vakalat from the Zemindar, it was my duty to carry out his instructions. At the time the Raze was signed Mr. Norton, whom I suppose you mean by “the Advocate-General,” had no position in the suit, he then representing neither you nor the Zemindar, and I am since informed that the latter did never engage him. So far as you are concerned I did for you all that an honest man can be expected to do. When I declined to sign the Raze it was suggested that the Zemindar might withdraw my Vakalat, and have the Raze filed by another Vakeel, in which case, I should have lost all control over it. When I therefore consented to sign it as “Vakeel for the second defendant,” it was with a view that you should thereby have a voice in the matter, and to submit the whole affair for your consideration. This was actually done. The Razeenamah was submitted to you. You took no exception to it. You considered the terms fair and equitable, and said that the Board could not possibly object to it. You thus gave me authority to file it, and only wished me to move that the Court might give you time to confer with the Board. This was also done. The Board, you said, objected to it, and had you conveyed that objection to me, I would have equally submitted that objection to the Court, and the result would have been just the same as what you have otherwise obtained at an enormous expense to the Zemindar. Sir, there is no mischief done whether a Razeenamah is signed by a Vakeel or filed in a Court. It becomes no judicial record till it is sanctioned by the Court, and a Decree entered thereupon. Even in that case, the rights of third parties remain unaffected. And as the Government was not a party to the suit, it is quite open to them to assert and exercise their reversionary rights over the Zamin at any given moment, notwithstanding a thousand such Razeenamahs.

6. Question 4.—“Why did you put your signature to such a deed as the Razeenamah when it was publicly known that its execution involved also the relinquishment of Rupees 67,000 on the part of the late Minor to Chetties who had backed up the widows?”

Answer.—This is a very singular question. From its tenor it would seem that whatever is “publicly known” must necessarily be known to me. Otherwise I cannot perceive what signification you attached to the phrase “publicly known.” If you then only mean that the relinquishment of such a vast sum on the part of the late Minor was a thing known to me at the time the

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Razee was signed, I respectfully assure you that I knew nothing of such relinquishment. That information was withheld from me by the Zemindar and by his Agent till both of them came to Trichinopoly at your request. Moreover, if you possessed such information you on that ground might have yourself objected to the Razee, but you did not.

7. Question 5.—“Why you never appeared in Court last Wednesday at the final hearing of the suit?” (Sic).

Answer.—I was a little late that day in attending the Court. When I went I heard that the case had already commenced, and I did not like to intrude upon the Court by my coming up. Your Sheristadar and other officers of your Cutcherry who attended the Court that day will testify to this. Besides, the day before, you and Mr. Norton were pleased to enjoin strict silence upon me, and I could not but think that the best compliance with such injunction was absence.

8. In conclusion, Sir, permit me to express my conviction that a false representation of my management of the suit has been made to you from two quarters, and my regret that you were not able to discover the motives of the parties who have thus misrepresented me to you. It was the interest of one party to cause you to believe that some serious injuries were about to be inflicted upon the rights of Government, and that unless his timely interference was invoked and secured, the interests of the Government would be irretrievably lost; while it was the interest of another party to prejudice your mind against me in order to supplant me and to put some one else in my place; and I deeply regret that by such misrepresentations you should have been led to form an unfavourable opinion of my conduct. I was closely associated with a gentleman for nearly thirteen years, and the enclosed is a copy of the testimony he has borne to my character.

9. It has been indeed my misfortune that your mind should have been prejudiced against me ever since you came to the district, and one proof is, that you deprived me of my legal fees in the present case, in which I should have otherwise received adequate remuneration. I now commit my case to the consideration of the Honourable Board, and trust that when they pronounce my conduct blameless, they will also see justice done to me and that my full fees are paid over to me.

Madras, 28th December 1867.

MR. JOHN ARUVANADUM was formerly a Student in my Seminary. For the last eight years he has been my Assistant in it. I regard him not only as a faithful helper, but as valued friend. He has been a very pains-taking and a very successful teacher. Several of his pupils have distinguished themselves. Mr. Aruvanadum is now about to apply himself to the profession of a Pleader having taken his degree of B.L. I feel assured that if ability, diligence, and integrity can ensure success, he will obtain it. He has my best wishes for his prosperity in the future as he has my hearty respect and good-will for his character and conduct in the past.

(Signed) A. R. SYMONDS, M.A.,
Principal of the Seminary at Sullivan's Gardens.

In this letter the Collector of Trichinopoly submits the explanation of the Acting Government Vakeel, J. Aruvanadum Pillai, as to his conduct in the Marungapury Suit.

2. The suit was for the Zemindary, and was filed by a widow of the late Zemindar against his brother, the Court's ward, whom Government had nominated successor to the estate.

3. The Zemindary being an unsettled polliem the nomination of Government could not be questioned in the Courts, and the result of the suit was certain.

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4. J. Aruvanadum Pillai was retained by the Collector on behalf of the Court of Wards.

5. Before the suit was heard the Minor had come of age, but all his property had not been handed over to him. Even if it had, the Court of Wards would not have felt justified in forsaking him at so critical a time.

6. The young Zemindar gave J. Aruvanadum Pillai a Vakalat on his own account, and the Vakeel then proceeded to advise the Collector most strongly to withdraw from the suit. The reason he gave was as follows:—“As it is the Court ‘can give a Decree only against you or in your favour, either of which will not ‘meet the relief sought by the parties.’” The fallaciousness of this argument would throw the strongest doubt on the Vakeel's common sense, if his motives were not apparent from what subsequently occurred; for he could not help seeing that if the suit had been decided in favour of the Collector on the pleas urged by him, the plaintiff would have had no ground left for further action.

7. Subsequently, J. Aruvanadum Pillai proceeded to Marungapury, where certain witnesses were examined by a Commission. Whilst he was there the young Zemindar was terrified into a disastrous compromise, and J. Aruvanadum Pillai signed the document which contained all the terms which were intended to be known to the Civil Court. These involved the temporary relinquishment of a great part of the estate. It afterwards transpired that the terror of the boy was so great that he had also agreed to pay Rupees 67,000 in ready-money, being all the savings from income whilst the estate was in wardship, to certain Chetties who had supported the plaintiff and promoted the suit. J. Aruvanadum Pillai implies that he opposed the compromise and only signed it when he found opposition was useless, and that he knew nothing of the promise to pay ready-money. To the Court of Wards this explanation is simply incredible. If the Zemindar's Counsel had told him how matters really stood, it is hardly possible to believe he could have been terrified into such a compromise; and any honourable Vakeel, even if he had been kept in ignorance of the promise to pay the Chetties, would have refused to sign such a compromise in such a case, and would have brought the facts fully to the knowledge of the Collector.

8. J. Aruvanadum Pillai did not take this course. He showed the compromise to the Collector as an amicable adjustment of the dispute, and it was only when the facts of the case became known to the Collector from other sources that his suspicions were aroused.

9. The compromise was produced in Court, but fortunately, Mr. Norton, who had also been retained by the young Zemindar, was there as leading Counsel, and he objected to its being received.

10. At the next hearing Mr. Norton, who was desirous of frustrating the intrigues which had culminated in the so-called compromise, accepted a nominal fee and appeared on behalf of the Court of Wards. The compromise was of course rejected, and the suit dismissed.

11. The Court of Wards consider not only that J. Aruvanadum Pillai's action was contrary to the interests of the Court of Wards, of the young Zemindar, and of Government, but that it betrays manifest complicity with the parties opposed to his clients. They regard his defence as disingenuous and unsatisfactory, and

*Proceedings of the Madras Government, Revenue Department,
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they concur with the Collector in believing him to be untrustworthy and unfit for the office of Government Pleader.

No. 283.

ORDER THEREON, 21st December 1869, No. 3,216.

Miscellaneous.

THE Government have given their careful consideration to the papers submitted by the Board, and they concur with them in considering J. Aruvanadum Pillai has shown himself to be untrustworthy and unfit for the office of Government Pleader. Orders will accordingly be issued in the Judicial Department to appoint another Vakeel to the office. The Collector will also be informed that no judicial business in which the public interests or those of estates of Minors are concerned is in future to be entrusted to J. Aruvanadum Pillay.

(True Extract.)

(Signed)

R. A. DALYELL,

Acting Secretary to Government.

To the Judicial Department.
,, the Board of Revenue.

Exd. F. R. Bantleman.

Rev. Dept.

Memo. for orders on No 3872.

The case is summarized
in the Board's Proceedings,
and it is for Govt to determine
whether it is possible to take

J. Aruvavada Pelly may
have been an indigent, an
intelligent pupil when with
Mr Symonds & he may have
left the Seminary innocent
of all worldly wickedness. It
is clear however that his
character has changed for
the worse and that he is as
bad as most of the natives
who threaten our best pupil
Council. I am sitting with
the Board & would withdraw
from him the collection fund
retainer, further & feeling
that no prudent ^{business} shall ever
be expected to him. ^{But} it seems to the under-
Collector in what the public
interests or those of a minor
estate are concerned
I agree. C.D. are much against him.

I write you in the
above. I am Sir
H. D. Hall

Govt. of 1869: Madras.

REVENUE.

To

THE JUDICIAL DEPARTMENT,

Kc., Kc., Kc.

Dated December, 21st.

Recd.

Encl.

G. O., 21st December 1869, No. 3,216.

DECEMBER.

Nos. 282-283.

Marungapary Zemindary Suit in Tri-
chinpoly District.—Passing orders with refer-
ence to the removal of the Government Vakeel,
J. Aruvavadam, on account of dishonesty in con-
nection with its defence.

Small of 1869 27 May 170
12 1573

8P

24th March 1881

[The page contains several lines of extremely faint, illegible handwriting, likely bleed-through from the reverse side.]

Conduct of Govt
in India in India
in India in India
in India in India

Revenue Department

3216

Proceedings of the Madras Government
Under date the 20 December 1869.

Read the following
Proceedings of the Board
of Revenue.

Subj. letter from Collr
forwarding copy of Decree passed
in suit No 30 of 1868, instituted in Sri.
Chingoly Civil Court by widow
of late Zemindar of Marayapoor,
for recovery of Zemindary, & recom-
mending that J. Arumanadum, ex-
Govt. Vakeel, be removed from that
post on account of dishonesty
in connection with defence of suit.

H.C. 4th Nov 27/69 No 8105

The Government
have given their careful
consideration to the papers
submitted by the Board
and they concur with them
in considering J. Arumanadum
Pillai

Lillan instructing and
unfit for the office of Govt.

Collector. Orders will ac-

cordingly be issued in the

Judicial Department to

withdraw from him the

Collector's general retainer.

The Collector will also

be informed that no

Judicial business in which

the public interests or those

of estates of minors are

concerned is ever to be en-

trusted to J. Aruwanadum

Lillan.

5th Ind. Dept. 22nd

Board of Rev.

J. H. Hall