ORIGINAL CIVIL.

Before Mr. Justice Farran.

1891, *June* 22.

KAIKHÔSRO MUNCHERJI HEERA'MA'NECK AND OTHERS, (PLAINTIFFS), *v.* THE COORLA SPINNING AND WEAVING COMPANY AND OTHERS, (DEFENDANTS).*

Company—Transfer of shares—Suit to compel Directors to register transfer—Persons entitled to require registration of transfer—Insolvency of shareholder—Official Assignee, right of, to sell shares and obtain transfer.

One of the Articles of Association of the Coorla Spinning and Weaving Company provided that the Board of Directors might decline to register any transfer of shares, unless the transferee were approved by the Board. A shareholder, holding 423 shares, became insolvent, and his shares, thereupon, vested in the Official Assignee, who sold them. The purchaser required the Official Assignee to transfer the shares into the names of two nominees, *viz.*, 200 shares to the name of one nominee, and 223 shares to the name of the other. The Official Assignee executed the necessary transfer deeds and sent them to the Company, with a request that the shares might be transferred accordingly. The proposed nominees were already members of the Company and registered holders of shares in it, and no objection was taken to them in their personal capacity. The Directors, however, declined to approve of the transferees and to register the transfer, unless the transferees would pledge themselves not to oppose a certain change in the mode of remunerating the Agents of the Company, which the Directors desired to effect, and which they believed would be very advantageous to the Company. The transferees refused to pledge themselves in any way as to their future action and brought this suit to enforce registration of the transfer.

Held, following *Moffatt* v. *Farquhar*(1), that the Directors were bound to register the transfers.

It was contended that neither the Official Assignee, nor the transferees, had any legal right to call on the Company to register the transfers.

Held, that, having regard to the provision of the Articles of Association of the Company, the Official Assignee was entitled to have the shares registered in the names of his vendees.

SUIT to compel the directors of the defendant Company to register certain transfers of shares in favour of plaintiffs Nos. 1 and 2 and to enter their names on the register of shareholders as holders of 200 and 223 shares respectively, and to restrain the directors of the company from holding a meeting of the shareholders until the said shares were registered as aforesaid, &c.

* Suit No. 273 of 1891.

(1) L. R. 7 Ch. D., 591.

of usage has an important bearing on the question. Both Vijnaneśvara and Jimutavahána admitted its force[1]. It is our duty, administering Hindu law, not so much to inquire whether a disputed doctrine is fairly deducible from the earliest authorities, as to ascertain whether it has been received by the particular school which governs the district with which we have to deal, and has there been sanctioned by usage[2]. There is, apparently, no dispute that the present is the first case in this Presidency, in which the principle has been advocated of partition at will being the right of every member of a joint Hindu family, not solely of collaterals, or (as an exception) of sons as against their father. But if the unrestricted power to claim partition belongs to every member of a Hindu joint family, as the natural and inevitable sequence of the right in family property arising from birth, it is strange that the claim to exercise this power has never before been raised.

For all these reasons, I am of opinion that, both by the letter and by the spirit of the Hindu law applicable to this Presidency, and in accordance with the current of judicial decisions and authorities, the question referred by the Division Bench must be answered in the negative.

(1) Mitákshara I, iv, 14; Dayabhaga, II, 20.

(2) Per Privy Council in *Rámnad case*, 12 M. I. A., at p. 436.

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The Coorla Spinning and Weaving Company, Limited, was registered on the 14th July, 1874, under the Indian Companies Act (X of 1866), and by its memorandum and Articles of Association Messrs. B. and A. Hormarji were appointed Secretaries, Treasurers and Agents so long as they should carry on business in Bombay, or until they should resign, with the remuneration of a quarter of an anna per pound on all material manufactured and sold by the company.

In April, 1891, the said firm ceased to carry on business in Bombay, and thereupon ceased to be Secretaries, Treasurers and Agents of the company. On the 1st May, 1891, the firm was adjudged insolvent.

At the date of the insolvency, Hormarji Ardasir Hormarji was the sole member of the firm and was the holder of 423 fully paid up shares in the Coorla Company. Upon his insolvency these shares became vested in the Official Assignee.

The Official Assignee subsequently sold the said shares to one Jehángir Cowasji Jehángir Readymoney, (plaintiff No. 4), for Rs. 625 a share, and the said purchaser thereupon required the Official Assignee to transfer the shares as follows:—*viz.* 200 to the name of the first plaintiff (Kaikhosro Muncherji Heerámáneck) and 223 to the name of the second plaintiff (Dhunjibhoy Cowasji Pátel); and the Official Assignee accordingly executed transfer-deeds in favour of the said two plaintiffs. The said two plaintiffs were already shareholders in the Coorla Company and were substantial men of business.

The insolvent Hormarji was not indebted to the company, nor had the company any claim against him. He was, in fact, a creditor of the company for Rs. 45,000.

The Official Assignee forwarded the two transfer-deeds to the company with a request that the shares should be transferred into the names of the said transferees. A correspondence then took place between him and the company's solicitors, in the course of which the latter informed the Official Assignee that, prior to the sale of the said shares and his application for transfer, the directors of the company had resolved that any future agency of the company should, in the interest of the share-

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holders, be based on the principle of remuneration at the rate of ten per cent. upon net profits and a guaranteed reasonable minimum, instead of the system that had hitherto existed; and that they had issued a notice to the shareholders, convening a meeting for the 21st May to consider and, if approved, to confirm the appointment of a new agent, one Pestonji Ardasir Hormarji, who was a brother of Hormarji Ardasir Hormarji, upon those terms. The letter in question then continued:—

"This was the state of things when your transfer-deeds for 200 shares to Mr. K. M. Heerámáneck and 223 shares to Mr. Dhunjibhoy Cowasji Pátel were signed, and application made for their transfer. The directors then decided to hold a special meeting to consider the propriety of allowing the transfer, for they could not but be aware that the purchasers were paying a much higher rate than the market price of the shares, and they had reason to suppose that they were being purchased with the object of forcing on the company, if possible, an agreement under the old or quarter-anna system of remuneration, which would obviously be opposed to the best interests of the company. The directors believe that before the execution of the transfer Mr. Hormarji informed you that he would not feel justified in supporting any return to the old system of remuneration.

"The directors have carefully considered the subject and the course which they ought to pursue, not in the interests of any shareholders or class of shareholders, but in the interests of the general body of shareholders, that is, the company, and it appears to them that they should ask you to obtain an assurance from the purchasers that they are not buying the shares in question with a view to obtain any agreement which will be prejudicial to the interests of the company. If this assurance is given, the directors will be prepared to pass the transfer at once, and they will also take steps to postpone the proposed meeting next Thursday and bring the shareholders together at a later period to consider any other proposal in respect of the agency that may be brought forward."

The plaintiffs in their plaint stated as follows:—

"11. The said 423 shares represent 423 votes, and the result of the said transfer-deeds not being registered by the said company will be that at the meeting of the said company on the 21st day of May, 1891, no votes whatever can be given in respect of the said shares, or else that the defendant Hormarji Ardasir Hormarji as the registered holder of the said shares may attempt to give 423 votes in favour of his said brother, although the said defendant has now no right, title or interest in or to the said shares, or any part thereof.

"12. The plaintiffs allege that the directors of the said company refuse to register the said transfer-deeds, in order that no votes may be given in respect of the said 423 shares, or else that the defendant Hormarji Ardasir Hormarji may be able to vote in respect thereof in favour of his said brother, and that they may thus be able to carry their proposed motion and appoint the said Pestonji Ardasir Hormarji Wádiá Secretary, Treasurer and Agent of the said company without the present holders of the said shares having had any voice in the matter.

13. "The plaintiff Charles Agnew Turner further says that he has made an advantageous sale of the said shares, and he believes that if the said brother of the said Hormarji Ardasir Hormarji is appointed Secretary, Treasurer and Agent, the price of the said shares will fall considerably."

They prayed that the transfers might be registered, and that the names of the first two plaintiffs might be entered in the register of shareholders; for an injunction against the meeting until the shares were registered; and that the insolvent Hormarji should be restrained from voting in respect of the 423 shares, or any part thereof.

The plaint was filed on the 19th May, 1891. A rule was at once obtained in the terms of the prayer of the plaint.

The directors filed affidavits showing cause against the rule. They stated that their object in refusing to register the said transfers was not to exclude the owners of shares from a voice in the proper management of the company, but that they refused to approve of the proposed transferees, because they believed that the said transferees were seeking to benefit themselves and to sacrifice the interests of the company. The affidavits contained the following paragraphs:—

"6. We say that the rate of Rs. 625 per share is much above the market rate of the company's shares. On the day of the transfer the market rate was about Rs. 400 per share. It is now about Rs. 450 per share. To the best of our judgment and belief we say that the market value of the company's shares will rise if the views of the directors with regard to the agency are approved by the company and allowed to prevail, while it will fall if the object, with which, we believe, the said shares have been bought, is attained. Immediately after the issue of our circular of the 14th of May the rate rose to Rs. 500 per share, and upon the granting of the injunction in this suit the rate fell to Rs. 450 with a downward tendency. We believe that the only chance of the company's shares rising to Rs. 625 each is by the adoption of the system of remuneration of agents in the way we approve, as is hereinafter more particularly mentioned.

"15. We submit that the arrangements under which the purchases of the aforesaid shares have been made and are sought to be transferred, and the object of the purchases should, under all the circumstances of this case, be disclosed for the information of the directors and of this Honourable Court.

"19. We say, as a board of directors and for ourselves individually, that we believe the object of the said Jehángir Cowasji Jehángir Readymoney in purchasing the said shares is to accomplish or promote the appointment of new Secretaries, Treasurers and Agents of the Company (whose names we do not know) upon the old system of remuneration, and that we believe such a course would be opposed to the best interests of the Company. We further believe that Mr. Prem-

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chand Roychand or his son is to receive a share in the commission merely as a reward for purchasing shares and for his assistance in securing the agency, and not in connection with any aid or benefit on his part for the company.

"20. We crave leave to refer to articles 22 and 24 of the Articles of Association of this Company, conferring upon us a discretion as to the approval of transferees of shares, and we say that we cannot, under present circumstances, conscientiously approve of the proposed transferees of the shares in question. On the contrary we believe that we should be betraying our trust and sacrificing the best interests of the shareholders (other than the person or persons interested in the transfers of the said shares) if we were to approve of the said transferees. We submit that our discretion has been reasonably and properly exercised in withholding sanction to the transfers.

"28. And we all say that if the principle of remuneration of new agents by a commission of ten per cent. upon net profits and a guaranteed minimum of Rs. 12,000 per annum is accepted by the plaintiffs we have always been willing and still are willing to pass the transfers in question and convene a meeting of shareholders to consider the appointment of any agent who may offer to undertake the agency upon those terms."

The following clauses in the Articles of Association of the Defendant Company are material :—

"20. Every such instrument of transfer shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain a holder of such share until the name of the transferee is entered in the register of shareholders in respect thereof.

"22. The board may decline to register any transfer of shares whilst any shareholder executing the same is either alone or jointly with any other persons indebted to the company, on any account whatsoever, or unless the transferee is approved by the board, who are in every case to have the right of pre-emption at the market rate of the day. The registration of a transfer shall be conclusive evidence of the approval by the Directors of the transferee.

"23. The executor or administrator of a deceased shareholder shall be the only person recognised by the company as having any title to his shares.

"24. Any person becoming interested in a share in consequence of the death, bankruptcy or insolvency of any shareholder, or the marriage of any female shareholder, or by any lawful means other than by a transfer in accordance with these presents, may, upon producing such evidence as the board think sufficient, either be registered himself as the holder of the share, or elect to have some person nominated by him, and approved by the board, registered as such holder.

"25. Provided, nevertheless, that if he shall elect to have his nominee registered, he shall testify the election by executing to his nominee an instrument of transfer of the share in accordance with the provisions herein contained, and until he does so he shall not be freed from any liability in respect of the share."

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The rule came on for argument before Farran J.,

Kirkpatrick, Jardine and *Slater* for the directors of the company showed cause.

The application for transfer was by the Official Assignee. Has he a right to apply? He is not a member of the company. The insolvent Hormarji is still a member, being still the registered holder of the shares—Indian Companies Act VI of 1882, section 29. As to the powers of the Official Assignee, see Indian Insolvent Act (Stat. 11, 12 Vic., c. 21, sections 7 and 30), and compare the English Acts, sections 141 and 147; Bankruptcy Act, 1849, sections 141 and 147; Bankruptcy Act, 1869, sections 15, 17, and 22, the two latter of which Acts contained special provisions as to shares; and Act of 1883, section 50, clause (3). They cited *Poole* v. *Middleton*(1); *London Founders Association* v. *Clarke*(2); *In re National and Provincial Marine Insurance Company*; *Ex parte Parker*(3); *In re Stranton Iron and Steel Company*(4); *Pender* v. *Lushington*(5); *Moffatt* v. *Farquhar*(6); *In re Gresham Life Assurance Society*; *Ex parte Penney*(7): *Walker's Case*(8); *Shepherd's Case*(9); *Bennett's Case*(10); *In the matter of the Petition of Luchmee Chund*(11); *Knowles v. The National Bank of India*(12); *In re Royal British Bank, &c.*; *Nicol's Case*(13); *In re West Surrey Tanning Co.*(14).

Inverarity for plaintiffs in support of the rule.

The property of the insolvent is vested in the Official Assignee, and he is the person to dispose of it. On selling shares he is the proper person to apply for their transfer. The objection to the proposed transfer must be a personal objection; Lindley on Companies, p. 552; *In re Gresham Life Assurance Society Ex parte Penney*(15). The directors have no right to force any

(1) 29 Bea., 646.
(2) L. R., 20 Q. B. D., 576.
(3) 2 Ch. App., 685.
(4) L. R., 16 Eq., 559.
(5) L. R., 6 Ch. D., 70.
(6) L. R., 7 Ch. D., 591.
(7) 8 Ch. App., 446.
(8) L. R., 2 Eq., 554.
(9) L. R., 2. Eq., 564.
(10) 5 DeG. M. & G., 284.
(11) I. L. R., 8 Calc., 317, at p. 323.
(12) 2 Beng. L. R. (O. J.) 153.
(13) 3 De G. & J., 387, 433.
(14) L. R., 2 Eq., 737.
(15) 8 Ch. App., 446.

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system or policy on a company. Opinions may differ as to its merits; and shareholders may vote as they please—*Pender* v. *Lushington*(1); *Cannon* v. *Trask*(2); *Moffat* v. *Farquhar*(3).

FARRAN, J.:—This suit has been brought by the plaintiffs to obtain an order from the Court that 423 shares in the Coorla Spinning and Weaving Company, Limited, which now stand in the name of Hormarji Ardasir Hormarji on the register of the company, may be transferred, as to 200 of them, to the name of the plaintiff, K. M. Heerámáneck, and as to 223 of them into the name of the plaintiff, Dhunjibhoy Cowasji Pátel. The plaintiffs, on the 19th May last, obtained a rule *nisi* for an order why the transfers executed in the names of the above-named plaintiffs, respectively, should not be forthwith registered, and why their names should not be respectively entered in the register of shareholders as holders of such 200 and 223 shares, and why the defendants, the directors of the company, should not be restrained from holding an extraordinary general meeting of the company on the 21st May, or any other meetings of the company, until the said shares should be duly registered in the names of the said plaintiffs. The rule was moved during vacation before the Chief Justice, who then granted it and an *interim* injunction in the above terms. It came on for argument before me on Monday last, and I have to decide whether it should be made absolute or discharged. The rule, I should add, also contained an injunction against Hormarji voting in respect of the shares, but that is a matter which admits of no argument.

The facts which it is necessary to state are these. The defendant, Hormarji Ardasir Hormarji Wádiá, was the registered holder of the 423 shares in question, and he was also, in the name of his firm, B. and A. Hormarji (in which he had no partners), the Secretary, Treasurer, and Agent of the Company, entitled to receive a commission of a quarter-anna per pound on all the yarns, cloths, or other material manufactured and sold by the company. This commission was liable to be reduced by two-thirds in any year in which the dividend earned by the company should be less than 4 per cent. on the capital. Hor-

(1) L. R., 6 Ch. D., 70. (2) L. R., 20 Eq., 669.
(3) L. R., 7 Ch. D., 591.

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marji held an agreement with the company, securing to him this commission, and the memorandum and articles of the Company contained clauses providing for his continuance in the office of Secretary, &c., and for his drawing this commission so long as his firm carried on business in Bombay. The firm of B. and A. Hormarji ceased to carry on business in Bombay: and Hormarji Ardasir Hormarji Wádiá was adjudicated an insolvent on the 1st May last. The firm thus ceased to be the Secretaries, Treasurers, and Agents of the Company, and all the property of Hormarji A. H. Wádiá became vested in the plaintiff, the Official Assignee, including, of course, Hormarji's interest in the 423 shares in the Coorla Mill. The Official Assignee sold the 423 shares to the plaintiff, Jehángir Cowasji Jehángir, for Rs. 625 per share, and the purchaser required the Official Assignee to transfer 200 of the shares into the name of K. M. Heerámáneck, and 223 into the name of Dhunjibhoy Cowasji Pátel. The Official Assignee executed transfer-deeds accordingly. These transfer-deeds were sent to the Coorla Company by the Official Assignee, with a request that the shares might be transferred into the names of the respective transferees. The directors of the company have not made the requisite changes in the register of the company. Hence this suit. The 423 shares are fully paid up. The proposed transferees are already members of the Coorla Company, being the registered holders of one share each in it. They have duly signed the deeds of transfer. They are admittedly gentlemen of substance and position; and no objection can be, or is, taken to them in their personal capacity. The company do not claim any lien on the shares which they are asked to register. *Primâ facie*, therefore, the plaintiffs are entitled to have the 423 shares registered in the names of K. M. Heerámáneck and D. C. Pátel, respectively.

The cause shown against the rule is of a twofold character: I. It is argued that the Official Assignee of Hormarji has not, as such, any legal right to call on the company to register the names of his transferees; and that the transferees themselves also have not any legal right to ask to have their names placed on the register of the company; II. The defendants, the directors of the company, contend that their approval of the

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transferees is a condition precedent to the right of the latter to be registered as members of the company; and that they, the directors, decline to approve the transferees, unless the latter undertake to follow a certain course with reference to the future agency and management of the company which the directors are seeking to adopt. The transferees refuse to bind themselves to the course which the directors have in view.

The first objection is, in my opinion, without foundation. On the insolvency of Hormarji, his interest in the shares in question vested, by operation of law and by virtue of the usual vesting order, in the Official Assignee, and the Official Assignee thereupon became the owner of the shares. The Articles of the Company, however, provide that the Official Assignee, under such circumstances, does not at once become entitled to all the privileges of a shareholder. Before he can himself exercise such privileges, article 24 provides that he must produce evidence of his title and get himself registered as the holder of the shares. If he does not wish to adopt that course, he has another alternative. He can, under the provision of the same article, elect to have some person, nominated by him and approved by the board, registered as such holder. Article 25 provides that if he elect to have his nominee registered, he shall testify his election by executing to his nominee an instrument of transfer of the shares, and that until he does so, he shall not be freed from any liability in respect of the shares vested in him. It is argued that he can only adopt this course when his nominee is intended to be a trustee for himself—a *benámi* holder; but there is nothing in the article which so limits its scope. His vendee may be his nominee, or his grantee, or any one, in fact, whom he chooses to name, and in whose favour he executes a deed of transfer. Article 25 of the Coorla Company's Articles is, in effect, the same as article 14 of table A to the Companies Act, VI of 1882, and Sir N. Lindley states that it is usual for a trustee to sell or dispose of the bankrupt's shares without getting himself registered. "A provision to this effect is usually inserted in a company's regulations. The Companies Act, 1882, table A, contains such a provision, article 14." (Lindley on Company Law, p. 552.) As this provision is also contained in the Articles

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of the Coorla Company (article 25), it is unnecessary for me to consider whether the Indian Insolvent Act, without such a provision, would have enabled the Official Assignee to adopt the same course. It is also unnecessary to consider whether the transferor or transferee is the proper person to make the application. Both concur here in making it. Section 29 of the Indian Companies Act, 1882, points strongly to the conclusion that either of them can do so. I must hold that the defendants have no right to refuse the transfers in question, on the ground that the application to transfer was not made by a person entitled to ask them to transfer the shares.

The second objection arises upon the wording of article 22 (virtually repeated in article 24) of the Coorla articles—"The board may decline to register any transfer of shares unless the transferee is approved by the board." The question arises whether that article entitles the board to refuse to register a transferee as a member of their company, not because there is some objection, in the view of the board, to the transferee personally, but because he declines to pledge himself to a particular line of action as to the mode of management of the company in the future, or because the board, not without some apparent reason, believe that he entertains views as to the management of the company different from the views which are entertained by the board. Concretely the case is this. The board consider that the present is a favourable opportunity for abolishing the mode of remunerating the agent of the company by a commission on the yarn, &c., produced and sold by the company, and substituting for it a remuneration based upon the profits of the company. They believe that the latter system, if adopted, would conduce to the prosperity of the company. They also believe, and I have no doubt honestly believe, that the plaintiff, Jahángir Cowasji Jahángir, through his nominees, the proposed transferees, will seek to have the present mode of remunerating the agents by commission on the out-turn continued. The plaintiffs refuse in any way to pledge themselves as to their future action, and contend that the defendant directors are not entitled to refuse to register the transferees, as there is no personal objection to them.

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They say that it is the transferee who is to be approved by the board, and not the views of the transferee as what is for the benefit of the company or as to how its agents are to be remunerated.

This question has not arisen now for the first time. It was considered in *Moffatt* v. *Farquhar*(1). There was a difference in that case amongst the shareholders as to the management of the company, and the plaintiff transferred shares to increase his voting power. The directors refused to approve the transfers, not from any personal objection to the transferee, but on the ground that the transfers were colourable and were intended to increase the votes of the transferor. It was held that the directors had no power to refuse the transfer, which was a right of property, except upon personal objection to the transferee. They were ordered to approve the transfers. Though in that case there was a dispute amongst the shareholders themselves as to the best course to be adopted in the then state of the company, and though up to the present time it may be that the views of the directors in this case have been acquiesced in by a large number of the shareholders, and though, possibly, the introduction of the proposed shareholders may mean the introduction of shareholders holding different views from those entertained by the directors, I cannot regard this distinction between the two cases as substantial. I must regard *Moffatt* v. *Farquhar*(2) as an authority directly in point. It is, no doubt, the decision of a single Judge, and I am not bound to follow it, but I agree with its reasoning and conclusion. In *In re Gresham Life Assurance Society*; *Ex parte Penney*(3), the directors gave no reasons for their disapproval of a proposed transferee, and it was held that they were not bound to assign any. The Court, however, assumed from the affidavit put in, that, in the judgment of the directors, there were objections to his eligibility as a shareholder, and held that, under the circumstances, it lay on the person proposing the transferee to show that the judgment of the directors was formed capriciously or wantonly, or otherwise than honestly and fairly. The reasoning of the Judges is based upon the assump-

(1) L. R., 7 Ch. D., 591. (2) L. R., 7 Ch., D. 591.

(3) 8 Ch. App., 446.

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tion that, in the judgment of the directors, there was some personal objection to the transferee as a shareholder, and the case was decided on that footing. This is clear from the concluding words of Mellish, L. J :—"They (the directors) have no right to say 'We will force a particular shareholder to continue a shareholder, and we will not allow him to transfer his shares at all.' That would be an abuse of their power. In the same way it would be an abuse of this power to object on any ground not applying personally to this transferee to say, for instance, that a particular shareholder should not transfer his shares till he has given security for the calls. These would be plain cases of abuse, but I do not find a single case where it has been held that the directors, under a power like this, are bound to communicate the reasons for which they reject the individual shareholder." Reading *Ex parte Penney* in the sense I have indicated, there is no conflict between it and *Moffatt* v. *Farquhar*. Having regard to the ruling in the latter case, I find it impossible for me to discharge the rule.

Rule made absolute.

Attorneys for plaintiffs :—Messrs. *Nanu and Hormasji.*

Attorneys for defendants :—Messrs. *Chalk, Walker and Smetham.*

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Before Mr. Justice Telang.

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SORA'BJI EDULJI WARDEN, (PLAINTIFF), *v.* GOVIND RAMJI, (DEFENDANT),
F. N. WA'DIA' AND ANOTHER, (CLAIMANTS).*

Civil Procedure Code (XIV of 1882), Sections 295, 268, 276, 245—Attachment before judgment of fund in hands of third party—Decree afterwards obtained—Assignment by judgment-debtor of fund subsequently to the attachment—Creditors attaching the fund subsequent to the assignment—Fund by consent paid over to Sheriff by third party—Relative claims of assignee of fund, and subsequently attaching creditors—Assets realized by sale or otherwise in execution—Misdescription in order of attachment of property attached.

On the 8th July, 1890, the plaintiff Warden sued (Suit No. 382 of 1890) Govind Rámji for Rs. 2,237, and on the 18th idem obtained an attachment before judg-

* Suits Nos. 382 of 1890 and 190 of 1890.