

On the 1st July 1874 the High Court transmitted a copy of the appeal to the District Judge of Chingleput and requested him to state the circumstances in which the appeals were rejected as being out of time. On the 6th July the District Judge of Chingleput replied that he rejected the appeals "because they were presented after the time allowed in Section 69 of Act VIII of 1865."^(a) By its order of the 22nd July the High Court dismissed the appeal.

1875.
April 12.
C. M. P. No.
181 of 1875.

The present application for review of judgment was made on the grounds—(1) that the appellant's illness at Vellore prevented his appearance on the 22nd July, and (2) that the Lower Court's decision was wrong as the thirty days within which the appeal must be presented were to be calculated from, and exclusive of, the day on which the copy of the decision of the Assistant Collector of Chingleput was granted.

Mr. Johnstone, for the Petitioner.

The Court in refusing this application observed :—

The Act requires the appeal to be presented in the Zillah Court within 30 days from the date of the Collector's judgment and makes no provision for an extension of the time of appeal.

It is suggested that in the case now before us, the days should be reckoned "exclusive of the time requisite for obtaining a copy of the decree." (Section 13, Act IX of 1871) ^(a) and that, according to this computation, the appeal was presented within the prescribed period. But the Limitation Act of 1871 is inapplicable to the present case, the suit having been instituted before the 1st April 1873, assuming that its provisions can be applied to any appeals under the Madras Rent Act of 1865.

A clause in like terms in Section 333 of the Code of Civil Procedure is also inapplicable here. It is suggested

^(a) Madras Act VIII of 1865, Section 69, is as follows :—"A regular appeal shall lie to the Zillah Judge, from all judgments passed by a Collector under this Act; provided that the appeal be presented to the Zillah Court within 30 days from the date of the Collector's judgment. But no judgments of a Collector under this Act shall be set aside for want of form or for irregularity of procedure; but upon the merits only."

1875. that whereas in this case a delay of 29 days occurs in fur-
April 12. nishing a copy of the decree appealed against, the right of
C. M. P. No. appeal is in effect taken away. But as this Act does not,
181 of 1875. like the Civil Procedure Code (Section 335) require that
 the appeal shall be presented in a prescribed form "and
 shall be accompanied by a copy of the decree appealed
 against," it may well be that an appeal may be duly pre-
 sented within the meaning of the Act, notwithstanding the
 appellant's involuntary omission to produce with it a copy
 of the decree.

Petition dismissed.

Appellate Jurisdiction. (a)

Regular Appeals Nos. 82 and 86 of 1874.

NAGASAWMY NAIK ... { (1st Defendant) Appellant in No. 82
 and Respondent in No. 86.

RUNGASAMY NAIK ... { (Plaintiff) Respondent in No. 82 and
 Appellant in No. 86.

An agreement to refer an existing dispute to arbitration is as binding and capable of enforcement as any other lawful contract; and a submission of such a dispute to arbitration once made is not, without just and sufficient cause, revocable.

S. A. No. 491 of 1865, 3 Madras H. C. Rep., p. 82 overruled, *C. P. No. 246 of 1865*, *Ib.*, p. 183, and *R. A. No. 55 of 1873*, 7 *Ib.*, p. 257, followed.

1875. **T**HESE were Regular Appeals against the Decree of Mr.
March 19. F. C. Carr, District Judge of Tinnevely, in Original
P. A. Nos. 82
& 86 of 1874. Suit No. 13 of 1873.

The plaintiff sued for the recovery of moveable and immoveable property "unlawfully and fraudulently appropriated," by the 1st defendant the elder brother of the plaintiff, and, as head of the family the manager of its affairs.

The plaintiff alleged that the 1st defendant executed a deed of division on the 20th March 1871, whereby (after deducting certain sums for the maintenance of the mother of the plaintiff and defendant, and assigning over to their sisters certain debts) the 1st defendant undertook to collect

(a) Present:—Sir W. Morgan, C.J., and Holloway, J.