

decree for damages pronounced in favor of both the plaintiffs on the record. Such a decree does not admit of execution. We shall allow this appeal. The decrees will be reversed with costs.

1878.
April 8.

SUBBAIYAR
v.
KRISHNAIYAR.

Suit dismissed.

APPELLATE CIVIL.

Before Sir W. Morgan, C.J., and Mr. Justice Kindersley.

KUMARASAMI NADAN (2ND DEFENDANT) APPELLANT, v. PALA NAGAPPA CHETTI (PLAINTIFF) RESPONDENT. (1)

1878.
April 11.

Hindu family—Managing member—Authority—Act IX of 1871, sec. 20—Agent.

The relation of the managing member of a Hindu family to his coparceners does not necessarily imply an authority upon his part to keep alive, as against his coparceners, a liability which would otherwise become barred. The words of Section 20 of Act IX of 1871 must be construed strictly, and the manager of a Hindu family, as such, is not an agent "generally or specially authorized" by his coparceners for the purpose mentioned in that section.

THE plaintiff in this suit lent the first defendant Rupees 1,500 on 20th November 1869, and obtained a bond in his favor, stipulating for repayment after two months with interest at 12 per cent., and if payment were not then made, interest to be paid at 24 per cent. The money was borrowed to enable first defendant to carry on an abkari contract. The first defendant was the managing member of a Hindu family, the other defendants, three in number, being the junior members. On the 5th January 1873 the first defendant made an endorsement on the bond, acknowledging a payment of Rupees 10 and promising to pay the balance with interest at 12 per cent. in two instalments, viz., on 30th December 1873 and 30th December 1874. This was not done, and the plaintiff brought the present suit against the first defendant and his coparceners for the amount. The Court of First Instance decreed for plaintiff against the first defendant alone, holding that Explanation 2, Section 20 of Act IX of 1871 applied to the case.

On appeal by the plaintiff, the District Judge referred the issue to the First Court whether the transactions (bond and

(1) Second Appeal No. 725 of 1877 against the decree of A. C. Burnell, District Judge of Tanjore, dated 12th September 1877, modifying the decree of the Subordinate Court at Negapatam, dated 20th July 1876.

1878.
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KUMARASÁMI
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endorsement) were *bonâ fide* ones by a manager on behalf of all the family or not. The First Court found that they were so.

The District Judge being of opinion that Explanation 2 of Section 20 of Act IX of 1871 did not apply to a case where the manager of a Hindu family signed the acknowledgment, modified the decree of the Lower Court by making all the defendants liable for the debt. The second defendant preferred a second appeal on the ground, among others, that the suit was barred by limitation as against him, an acknowledgment by the first defendant not being sufficient to take the case out of the statute.

The *Advocate-General* (Mr. O'Sullivan) for the appellant.

Mr. *Miller* for the respondent.

The Court (Sir W. MORGAN, C. J., and KINDERSLEY, J.) delivered the following

JUDGMENT:—In this case the acknowledgment was written by the first defendant on the 5th of January 1873, which was after the date on which the Limitation Act IX of 1871 came into force, and the suit was brought in 1875. The case is therefore governed by the Act already referred to. The first and second defendants and the minor defendants were members of an undivided Hindu family. The debt had been contracted for family purposes by the first defendant, who was the managing member of the family, and the question is whether an acknowledgment in writing, signed by him within the period of limitation, will bind his coparceners, the other defendants. The relation of the managing member of a Hindu family to his coparceners is a very peculiar one, and does not, we think, necessarily imply an authority on the part of the manager to keep alive, as against his coparceners, a liability which would otherwise become barred. The words of Section 20 of the Act must be construed strictly; and we are unable to say that the manager of a Hindu family, as such, is an agent "generally or specially authorized" by his coparceners for the purpose mentioned in that section. The acknowledgment will therefore bind the first defendant alone. The decree of the District Judge will be reversed, and that of the Sub-Judge restored. The first defendant will bear all the plaintiff's costs together with costs of the present appellant in this Court.

Decree reversed.