of the original understanding that is some three years beforethe acknowledgment was made, but they do not admit any liability as existing at the time that the statement was made. It is true that they do not deny such liability, but that is not sufficient. It is possible that, had the witness been given the opportunity, he might have stated that the debt had been satisfied subsequent to the original understanding, but it was not necessary for him then to have stated this. It was his duty to answer the questions put to him, and the statement cannot be construed as implying any admission beyond what is on a reasonable construction contained in the words themselves. To satisfy the requirements of the section, the words must be such as to show that there was an existing jural relationships, as debtor and creditor, between the parties at the time when the admission was made, or at some time within the period of limitation prescribed by law, according to the nature of the suit. In the present case there is no such admission. The admission merely is that in 1888 the defendant was bound to pay the sum. That admission might be made now without conflicting with the defendant's plea that the recovery of the debt is now barred.

On this finding we must set aside the decree of the Lower Appellate Court, and dismiss plaintiff's suit with costs throughout. This involves the dismissal of second appeal, No. 1440 of 1895 with costs.

APPELLATE CIVIL.

Before Sir Arthur J. H. Collins, Kt., Chief Justice, and Mr. Justice Benson.

PALANI KONAN (PLAINTIFF), APPELLANT,

v.

MASAKONAN AND OTHERS (DEFENDANTS), RESPONDENTS.*

1896. October 17.

Hindu Law—Suit by a purchaser from a coparcener—Decree for share of coparcener in specific property.

In a suit to recover possession of property purchased by the plaintiff, if it is found that the property is not the separate property of the plaintiff's vendor, but

* Second Appeal No. 762 of 1895.

PALANI KONAN v. MASAKONAN.

belongs to the joint family of which plaintiff's vendor is a member, the plaintiff is not entitled to a decree for his vendor's share in that property and the suit must be dismissed.

SECOND APPEAL against the decree of T. Weir, District Judge of Coimbatore, in Appeal Suit No. 183 of 1893, reversing the decree of T. T. Rangachariar, District Munsif of Coimbatore, in Original Suit No. 353 of 1891.

Plaintiff sued to recover possession of certain land from defendants Nos. 1 to 4, by whom he alleged he had been dispossessed. He claimed to be the owner of the land by purchase from Karupayyi, the mother and guardian of the minor sons of Iyavu Chetty. The property in question had previously been purchased by Iyavu Chetty in his own name.

The defendants Nos. 1 to 4 denied the alleged dispossession, and set up title in Nachi Chetty, the brother of Iyavu Chetty. Nachi Chetty was thereupon made fifth defendant and contended that the land did not belong exclusively to Iyavu Chetty.

The Munsif found that the land was the separate property of Iyavu Chetty, and gave plaintiff a decree. On appeal the District Judge found that the property was the joint family property of Iyavu Chetty and Nachi Chetty and reversed the decree of the Munsif.

The plaintiff appealed on the following ground amongst others :—

"The plaintiff is, at any rate, entitled to the moiety belonging "to Iyavu and his sons, and the learned Judge ought not to have "dismissed the suit altogether."

Desikachariar for appellant.

Kasturi Rangayyangar for respondents.

JUDGMENT.—The only ground urged upon us in this second appeal is that, even on the finding of the District Judge that Iyavu Chetty and Nachi Chetty were undivided, and that the property sold to plaintiff was their joint family property, still the District Judge ought not to have dismissed the suit *in toto*, but should have given plaintiff a decree for one-half of the property, as being the share of Iyavu Chetty therein. We cannot admit this contention. The case of *Venkatarama* v. *Meera Labai*(1) is a clear authority for holding that the purchaser of an undivided

(1) I.L.R., 13 Mad., 275.

share of one member of a Hindu family in specific family property cannot sue for partition of that portion alone, and obtain delivery thereof by metes and bounds. Still less can he do so in a case like the present where he sues on an allegation that the property is the self-acquisition of the vendor, and it is proved that it is joint family property. The course, which the plaintiff should take is pointed out in the case to which we have referred. He can recover nothing in this suit.

The decree of the District Judge was, therefore, right. We confirm it and dismiss this second appeal with costs.

APPELLATE CIVIL.

Before Sir Arthur J. H. Collins, Kt., Chief Justice, and Mr. Justice Benson.

1896. October 14. November 12.

PERUMAL AYYAN (PLAINTIFF), APPELLANT,

v.

ALAGIRISAMI BHAGAVATHAR AND OTHERS (DEFENDANTS), RESPONDENTS. *

Limitation—Article 132, *Limitation Act—Hypothecation bond for payment on certain date—On default in payment of interest whole amount payable on demand—Meaning of "payable on demand."*

When a hypothecation bond provided for the repayment of the principal sum on a certain date with interest in the meantime payable monthly, and further provided that, on default in payment of interest, the principal and interest should become payable on demand:

Held, that the period of limitation prescribed by article 132 of the Limitation Act began to run from the date of the default. *Hanmantram Sadhuram Pity* v. *Bowles*(1) and *Ball* v. *Stowell*(2) distinguished.

SECOND APPEAL against the decree of J. W. F. Dumergue, District Judge of Madura, in Appeal Suit No. 829 of 1894, reversing the decree of K. Krishnama Chariar, District Munsif of Madura, in Original Suit No. 307 of 1894.

This was a suit brought on a registered bond to recover, by the sale of certain property thereby hypothecated, the sum of

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* Second Appeal No. 850 of 1895.

(1) I.L.R., 8 Bom., 561. (2) I.L.R., 2 All., 322.