

We therefore think that plaintiffs cannot maintain so much of their action as relates to the removal of the defendant from his office. The order of the District Judge remanding the suit for trial, so far as the plaintiffs' right to claim for damages is concerned, is right. It must, however, be modified as to the remainder of the claim and the suit to this extent be dismissed.

KUMARA-
SAMI PILLAI
2.
ORR.

Each party must bear their own costs of this appeal.

APPELLATE CIVIL.

Before Mr. Justice Subramania Ayyar and Mr. Justice Boddam.

SUBRAMANIA AYYAR (DEFENDANT), APPELLANT, No. 2,

1896.
November 12

v.

SITHA LAKSHMI (PLAINTIFF'S REPRESENTATIVE), RESPONDENT.*

Transfer of Property Act—Act IV of 1882, s. 127—Onerous gift to an infant—Acceptance.

Land was given by the defendant to the wife of the plaintiff burdened with an obligation. She accepted the gift and died in infancy leaving the plaintiff her heir. The plaintiff now sued to make good his title to the land against the donor:

Held, that the gift was complete as against the donor and that the plaintiff was entitled to a decree.

SECOND APPEAL against the decree of T. Ramachandra Rau, Subordinate Judge of Trichinopoly, in appeal suit No. 154 of 1893, reversing the decree of G. Narasimhalu Naidu, District Munsif of Kulitalai, in original suit No. 363 of 1891.

The plaintiff sued as the heir of his wife who was the daughter of defendant No. 2, and died when an infant, to recover certain land which had been given to her by her father under a deed of gift which was in the following terms:—

“Deed of gift in respect of Manjakani (dowry), dated 1st February 1889, executed by Subramania Ayyar, son of Rangaiar, Brahman, saivite, cultivator, residing at Mutharasanallur, Trichinopoly Taluk, to Venkatasubbammal, wife of Somarasam-pettah Gopalaiar, and my eldest daughter, Brahman, saivite and housewife residing at the said Mutharasanallur, is as follows:—

* Second Appeal No. 981 of 1895.

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“ As I have, with perfect willingness, made a free gift to you on this date for Manjakani (dowry), nanjah, survey No. 591, letter A, Nanjanthirathu Kattalai, decimal 86,—said No. letter B, decimal 32—No. 592, nanjahs classed as punjah, decimal 7 or total acre 1, decimal 25, together with all the samuthayams appertaining thereto, you will not only yourself enjoy the said lands as long as the sun and the moon last, but also, your issue will hold and enjoy them with absolute rights. Out of the debt I have now borrowed from Matharuboothamier of Kottaimal Agraharam, on the security of the said land, the balance still due, after deducting Rs. 200 which I have, on this date, asked my brother-in-law Natasaier to pay, after executing in his favour documents with certain particulars, is Rs. 255, including the principal and interest. This sum of two hundred and fifty-five rupees, you will, yourself, pay out of the income of the aforesaid land, and you will yourself enjoy the said lands with absolute rights and live in happiness. The former enjoyment of the said lands was mine, and the present enjoyment is yours. There is no other prior encumbrance in respect of the said land. To this effect, I executed a deed of gift in respect of Manjakani (dowry) in favour of Venkatasubbammal with my consent. The said lands are worth Rs. 800.”

The land had since been leased by the plaintiff to defendant No. 1 who did not defend the suit. Defendant No. 2 with whom he was stated to be acting in collusion pleaded that the gift was not binding on him for the reasons that it was not accepted by the donee, and was burdened with an obligation which she being an infant could not elect to undertake.

The District Munsif upheld the first plea and dismissed the suit.

The Subordinate Judge on appeal reversed his decree.

Defendant No. 2 preferred this second appeal.

Kothandarama Ayyar for appellant.

Seshagiri Ayyar for respondent.

JUDGMENT.—The Subordinate Judge has found as a fact that the property given was delivered to and accepted by the deceased minor, wife of the plaintiff, who now sues for the property given. It is contended before us that inasmuch as the deed of gift imposed an obligation on the donee and the donee died a minor, there is no complete gift which binds the donor.

We think the gift is complete. * Section 127 of the Transfer of Property Act only gives the minor the right to repudiate on attaining majority, such repudiation became impossible in the present case.

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The decision of the Subordinate Judge is right.

The second appeal fails and is dismissed with costs.

APPELLATE CIVIL.

Before Mr. Justice Shephard and Mr. Justice Davies.

PEDDA SUBBARAYA CHETTI AND OTHERS (PLAINTIFFS),
 APPELLANTS,

1896.
 November
 12, 24.

v.

GANGA RAZULUNGARU AND OTHERS (DEFENDANTS),
 RESPONDENTS.*

Mortgage—Covenant to pay interest—Interest post litem.

In a suit on a mortgage, it appeared that the instrument sued on was executed to secure a sum of money arrived at by calculating interest on sums previously due by the mortgagors, and it was expressed to be for securing the payment of that principal together with interest as it might accrue annually. There was also a provision for compound interest. The principal was payable on 14th July 1886, and there was no express stipulation to pay interest after that date:

Held, that the mortgagees were entitled to interest for the subsequent period.

APPEAL against the decree of E. J. Sewell, District Judge of North Arcot, in original suit No. 33 of 1893.

The plaintiff sued upon a mortgage document, dated 19th December 1882, to recover principal and interest amounting together to Rs. 10,878-10-0. This sum comprised interest computed for the period subsequent to 14th July 1886, and it was argued that interest should cease from that date.

The mortgage document omitting formal parts was as follows:—

“ On looking into the account up to date in the presence of our gumasta Kamaraju Narayaniah, the amount, including the principal and the interest in respect of the bond executed on the

* Appeal No. 113 of 1895.