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and not a settlement, and the appellants changed their attitude. Their Lordships think that, notwithstanding the conflicting views presented by the appellants in the Courts below, they are bound to give effect to the real character of the instrument. At the same time they consider that the appellants, though successful in the result, ought not to be allowed costs on this appeal or any costs in the Courts below.

Their Lordships will therefore humbly advise His Majesty that the appeal ought to be allowed and the decree of the Subordinate Judge restored, and that any costs paid under the order of the Court of the Judicial Commissioner must be returned. There will be no costs of the appeal.

Appeal allowed.

Solicitors for the appellants:—*T. L. Wilson and Co.*

Solicitors for the respondent:—*Young, Jackson, Beard and King.*

P. C. 1911 *February* 14, 15; *March*, 23.

KHUNNI LAL (DEFENDANT) v. GOBIND KRISHNA NARAIN AND ANOTHER (PLAINTIFFS) and two other appeals consolidated.

[On appeal from the High Court of Judicature at Allahabad.]

Hindu Law—Change of religion—Converts—Effect of conversion of member of Joint Hindu family to Muhammadanism—Regulation VII of 1832, *section* 9—*Act XXI of* 1850—*Compromise—Effect of compromise entered into by members of family in settlement of disputes as to right to property—Act No. XIV of* 1859 *(Limitation Act), section* 1, *clause* 12—*Act No. IX of* 1871 *(Limitation Act), schedule II, article* 142—*Act XV of* 1877, *(Indian Limitation Act), schedule II, article* 141—*Suit by reversioner.*

By Bengal Regulation VII of 1832, section 9, and Act XXI of 1850 the Legislature virtually set aside the provisions of the Hindu Law which penalize the renunciation of religion, or exclusion from caste.

Where, therefore, in a joint Hindu family consisting of a father and son, the father was converted to Muhammadanism in 1845. *Held* (reversing the decision of the High Court) that by the father's abandonment of Hinduism the son did not acquire any enforceable right to his father's share in the joint family property which he could either assert himself, or transmit to his heirs for enforcement, in a British Court of justice.

Semble whatever right the son acquired under the Hindu law to the share of his father came into existence on the conversion of the latter in 1845; and no suit could have been brought (even if Regulation VII of 1832 and Act XXI of 1850 had permitted it) to enforce that right after the lapse of 12 years from the

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Present:—Lord MACNAGHTEN, Lord ROBSON, Sir ARTHUR WILSON, and Mr. AMEER ALI.

time the cause of action arose (section 1, clause 12 of Act XIV of 1859): and nothing in article 142 of Act IX of 1871, or in article 141 of Act XV of 1877 could revive a right which had already become barred.

Hari Nath Chatterjee v. *Mothurmohun Goswami* (1) referred to.

After the death of the father (who survived the son) and their widows, a compromise was in 1860 effected between the two daughters of the son on the one side and the grandson of the father on the other, under which an 8¼ anna share was allotted to the daughters and a 7¾ anna share to the grandson. The 8¼ anna share eventually, on the death of the survivor of the two daughters in 1899, devolved upon the respondents, her sons. In a suit by them in 1904 for possession of the 7¾ anna share allotted to the grandson, against the appellants who were his successors in title as transferees from him or his heirs, *Held* (reversing the decision of the High Court) that the compromise of 1860 was a family arrangement by the members then claiming title to the property in settlement of their disputes, "each one relinquishing all claim in respect of all property in dispute other than that falling to his share, and recognising the right of the others as they had previously asserted it to the portion allotted to them respectively." [See *Lalla Oudh Behree Lall* v. *Ranee Mewa Koonwer* (2)]. The compromise was therefore binding on the respondents.

The true test to apply to a transaction which is challenged by reversioners as an alienation is whether the alienee derives title from the holder of the limited interest or life-tenant, which in this case the predecessor in title of the appellants did not do: for the compromise here was "based on the assumption that there was an antecedent title of some kind in the parties and the agreement acknowledges and defines what that title is" [See *Rani Mewa Kuwar* v. *Rani Hulas Kuwar* (3)].

THREE consolidated appeals 9, 10 and 11 of 1910, from judgements and decrees (23rd April, 1907) of the High Court at Allahabad which reversed judgements and decrees (20th May, 1905) of the Court of the Subordinate Judge of Bareilly which had dismissed the respondents' suits.

The three suits out of which these appeals respectively arose were instituted on the 15th September, 1904, by the present respondents Gobind Krishna Narain and Kashi Krishna Narain against the respective appellants Khunni Lal (Appeal No. 9), Kanhaiya Lal and others (Appeal No. 10) and Sarnam Singh and others (Appeal No. 11) and the object of the suits was to recover from the defendants three mauzas called Mahlpur (in Appeal No. 9), Khai Khera (in Appeal No. 10) and Chandana (in Appeal No. 11), the title on which each of the properties sued for was claimed

(1) (1893) I.L.R., 21 Calc. 8: L.R., 20 I.A., 189. (2) (1858) 3 Agra H. C., 82, (84).
(3) (1874) L. R., 1 I. A., 157, (166).

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being the same, namely, that the plaintiffs were the reversionary heirs to one Daulat Singh, their maternal grandfather.

The defendants derived their title through one Khairati Lal, the daughter's son of one Ratan Singh, who was Daulat Singh's father, and who had in 1845 become a Muhammadan. The property in dispute had been the joint property of Ratan Singh and Daulat Singh, and on the death of the latter in January, 1851, had remained in the sole possession of Ratan Singh until his death in September, 1851, when it was recorded in the name of his widow Raj Kunwar. Disputes as to the right to the property arose between her and the heirs of Daulat Singh (his widow Sen Kunwar, and his two daughters Chattar Kunwar and Mewa Kunwar), in consequence of which the property was taken charge of by the Court of Wards in 1852. Sen Kunwar died in 1857 and Raj Kunwar in 1858, and on their deaths the title to the property was contested by the daughters of Daulat Singh on the one side and Khairati Lal on the other, the contest eventually resulting in a compromise made between the parties on the 21st of July, 1860, under which the property was divided, 7½ annas being allotted to Khairati Lal, and 8½ annas to Chattar Kunwar and Mewa Kunwar.

The mauzas the subject of the three suits out of which the present appeals arose were included in the 7½ anna share allotted to Khairati Lal, of whom (or of his heirs) the present appellants were vendees.

The principal question for determination on these appeals was as to the validity and effect of the compromise of July, 1860, the appellants contending that it was a family arrangement which the daughters of Daulat Singh had power to make, and which was consequently binding on the respondents as the reversionary heirs; and the respondents asserting that it was in the nature of an alienation which could not be made by the daughters without legal necessity, and which was therefore not valid beyond the lifetime of the survivor, and came to an end on the death of Mewa Kunwar in 1899.

The appellants also contended that Ratan Singh did not forfeit his interest in the property by reason of his conversion to Muhammadanism; and that even if any right to it had devolved

upon Daulat Singh in 1845 when Ratan became a Muhammadan, such right had become extinguished, because Ratan Singh had been in sole possession of the property after Daulat Singh's death up to his own death a few months later in 1851, and the heirs of Daulat Singh had not obtained possession of any part of it until the compromise of 1860, and the suits were therefore barred by limitation. They also set up sections 41 and 51 of the Transfer of Property Act (IV of 1882) as supporting their title as *bonâ fide* purchasers in possession.

The Subordinate Judge found in favour of the defendants and dismissed the suits.

On appeal a Divisional Bench of the High Court (Sir JOHN STANLEY, C. J. and Sir WILLIAM BURKITT, J.) reversed those decisions and gave each plaintiff a decree.

The facts are sufficiently stated in the report of the cases before the High Court which will be found in I. L. R., 29 All., 487.

On these appeals :—

Cowell, for the appellants, contended that Ratan Singh did not, by becoming a Muhammadan, forfeit his right to the half share to which he was entitled in the property held by him and his son Daulat Singh, the effect of Bengal Regulation VII of 1832, section 9, and Act XXI of 1850 being to prevent any such forfeiture as would have occurred under the Hindu law by making it not enforceable by law. Reference was made to *Bhagwant Singh* v. *Kallu* (1). As to the compromise of 1860 it was contended that it was not an alienation by way of gift to Khairati Lal, but a family arrangement in settlement of doubtful claims, and that under it the daughters of Daulat Singh became possessed for the first time of property to which their father's title accrued in 1845, but had never been enforced; and any imperfection in that title was cured by the compromise. *Karimuddin* v. *Gobind Krishna Narain* (2) and *Lalla Oudh Beharee Lall* v. *Ranee Mewa Koonwer* (3) were referred to. It was also submitted that the daughters of Daulat Singh had full power with the concurrence

(1) (1883) I.L.R., 11 All., 100 (102). (2) (1909) I.L.R., 31 All., 497; L. R., 36 I. A., 138.
(3) (1868) 3 Agra H. C., 82 (84).

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of Khairati Lal, then the only reversioner, to make such an arrangement. As to the power of compromise of a person in possession of property for the limited estate of a Hindu female, reference was made to *Katama Natchiar* v. *The Rajah of Shivagunga* (1); Mayne's Hindu law, 7th edition, section 346, page 455; section 347, page 457; section 634, page 840; section 634, page 852; and section 636, page 854; and as to the same power in managers of joint families or guardians, to *Hanooman Persaud Panday* v. *Munraj Koonweree* (2); and it was contended that under the circumstances in which the compromise of 1860 was made it was binding on the reversioners the respondents. The cases of *Imrit Konwar* v. *Roop Narain Singh* (3) and *Sheo Narain Singh* v. *Khurgo Koerry* (4), relied upon by the High Court as cases where compromises by a widow had been set aside, were decided on a different state of facts, and were distinguishable from and therefore inapplicable to the present case; and *Baboo Lekraj Roy* v. *Baboo Mahtab Chand* (5) was referred to.

The possession obtained of the property now in suit by Khairati Lal was in full proprietary right, and he and his successors in title held adversely to Daulat Singh's daughters, and to the respondents, whose suits were therefore barred by limitation. Reference was made to *Rani Mewa Kuwar* v. *Rani Hulas Kuwar* (6); Limitation Act XIV of 1859, section 1, clause 12, and section 11; Act XI of 1861, section 2; Limitation Act IX of 1871, schedule II, article 142; Limitation Act XV of 1877, section 2, and schedule II, article 141. No right of suit which had been extinguished under the Act of 1859 could be revived by Act IX of 1871 or Act XV of 1877: *Hari Nath Chatterjee* v. *Mothurmohun Goswami* (7). The respondents had not shown any title, therefore, to the properties in suit.

De Gruyther, K. C. and *B. Dube*, for the respondents, contended that on Ratan Singh's conversion to Muhammadanism he forfeited his share in the property jointly held by him and Daulat Singh, and the latter therefore became entitled in 1845 to the whole of the property of his father. Neither Bengal Regulation VII of

(1) (1863) 9 Moo. I. A., 543 (604).
(2) (1856) 6 Moo. I. A., 393.
(3) (1880) 6 C. L. R., 76 (81).
(4) (1882) 10 C. L. R., 397 (342).
(5) (1871) 14 Moo. I. A., 393.
(6) (1874) L. R., 1 I. A., 157 (164, 166).
(7) (1893) L. R., 21 Calc., 8; L. R., 20 I. A., 183.

1832, section 9, nor Act XXI of 1850 was applicable to the present case; they did not affect the substantive Hindu Law, but only rendered it unenforceable in the Civil Courts. Regulation VII of 1832 treated of procedure only and repealed (by section 8) so much of Regulation VIII of 1795 as provided that "in causes in which the plaintiff was of a different religious persuasion from the defendant the decision was to be regulated by the religion of the latter" substituting for specified localities the rules contained in the 1st clause of section 16 of Regulation III of 1803, which do not apply here. Moreover, Act XXI of 1850 was not retrospective; a statute did not affect vested rights without express words. Mayne's Hindu Law, 7th edition, page 805, section 593, and page 866, section 643; *Nangammah* v. *Karebbasappah* (1); and Maxwell on the Interpretation of Statutes, 3rd edition, pages 298, 299 and 322 were referred to.

As to the compromise of 1860 it was not binding on the respondents. The daughters of Daulat Singh had, at the time it was made, the limited estate of a Hindu female and were therefore in the same position as a Hindu widow, whose powers of compromise were not more extensive than her powers of alienation, which, on the principle laid down in *Katama Natchiar* v. *The Rajah of Shivagunga* (2), would only bind the reversioners when in the form of a decree against the widow fairly obtained in a contested and *bonâ fide* litigation: *Sant Kumar* v. *Deo Saran* (3); *Imrit Konwur* v. *Roop Narain Singh* (4); *Sheo Narain Singh* v. *Kburgo Koerry* (5) and *Mussumut Indro Kooer* v. *Shaikh Abool Burkat* (6). This principle would not include the compromise in the present case. As to the nature of the compromise and how it came to be made, see *Gobind Krishna Narain* v. *Abdul Qayyum* (7). Unless the compromise of 1860 was binding the respondents were entitled to succeed.

The suits were not barred by limitation. The possession of the Court of Wards was not adverse; *Karan Singh* v. *Bakar Ali Khan* (8) and *Secretary of State for India* v. *Krishnamoni*

(1) (1858) S. D. A. Mad., 250.
(2) (1863) 9 Moo. I. A., 543.
(3) (1885) I. L. R., 8 All., 365 (370).
(4) (1880) 6 C. L. R., 76 (81).
(5) (1882) 10 C. L. R., 337.
(6) (1870) 14 W. R., 143.
(7) (1903) I. L. R., 25 All., 546 (558).
(8) (1882) I. L. R., 5 All., 1; L. R. 9 I. A., 99.

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Gupta (1). Moreover, the respondents did not claim through the daughters of Daulat Singh, but through Daulat Singh himself and their claim was not barred by article 141 of the Limitation Act (XV of 1877), nor by section 28 of that Act. *Runchordas Vandravandas* v. *Parvatibai* (2). The period of limitation was 12 years from the date of the death of Mewa Kunwar in 1899.

Cowell in reply referred to *Lalla Oudh Beharee Lall* v. *Ranee Mewa Koonwer* (3) and *Bholamotee* v. *Abdullah Khan* (4).

March 28th, 1911:—The judgement of their Lordships was delivered by Mr. AMEER ALI:—

These appeals, which have been consolidated by an order, dated the 1st of November, 1910, arise out of three actions in ejectment, brought by the plaintiffs in the Court of the Subordinate Judge of Bareilly, who dismissed the suits by one judgement on the 20th of May, 1905. His decision, however, was reversed on appeal by the High Court of Allahabad, which decreed the plaintiffs' claims, on the 22nd of April, 1908. The defendants have appealed to His Majesty in Council, and the point for determination is the same in each case.

The plaintiffs claim as next reversioners to their grandfather (mother's father) Raja Daulat Singh to recover possession of certain properties held by the defendants, on the allegation that the deed of compromise under which the latter purport to derive title is not binding on them. The defendants, on the other hand, are transferees from one Raja Khairati Lal, a grandson by a daughter of Raja Ratan Singh, the father of Daulat Singh, and a party to the compromise in question.

The history of Ratan Singh's family and the circumstances which led to the compromise have been twice before this Board, in *Rani Mewa Kuwar* v. *Rani Hulas Kuwar* (5); and *Karimuddin* v. *Gobind Krishna Narain* (6) and will be found summarised in the earlier of the two cases. It is unnecessary, therefore, to enter into them at any length. For the purposes of the present

(1) (1902) I. L. R., 29 Calc., 513: L. R., 29 I. A., 104
(2) (1899) I. L. R., 23 Bom, 725: L. R. 26 I. A., 71.
(3) (1868) 3 Agra H. C., 82 (84).
(4) (1852) 5 D. A. Beng., 1103.
(5) (1874) L. R., 1 I. A., 157.
(6) (1909) I. L. R., 31 All., 497; L. R., 36 I. A., 138.

appeals it is sufficient to state that Raja Ratan Singh, who appears to have held a high position in the Court of the then King of Oudh, owned considerable property within British territories, part of which is in suit, and that he and his son Daulat were members of a joint Hindu family and thus entitled in joint tenancy each to a moiety of the properties.

It may be taken now as established beyond dispute that in 1845 Ratan Singh abandoned Hinduism and adopted the Muhammadan faith. But although his renunciation of the Hindu religion involved, under the Hindu law, the forfeiture of civil rights to the extent of depriving him of his share in the joint estate, Daulat advanced no claim based on such forfeiture, and father and son remained joint until the latter's death in January, 1851.

Daulat left him surviving a widow named Sen Kunwar, and two daughters, Chhattar Kunwar and Mewa Kunwar. On the death of Ratan Singh some months later (September, 1851) the entire property, which had stood all along in his name in the Collector's Register, was recorded in the name of his widow, Rani Raj Kunwar.

Disputes then arose between the heirs of Daulat on the one side and Raj Kunwar on the other. Eventually, and in consequence of these disputes, the Court of Wards took over, in 1852, possession of the entire estate, making Raj Kunwar, who is stated to have been a person of weak intelect, an allowance of Rs. 500 a month. The rights of Daulat's heirs do not appear to have been admitted to any part of the property, as no allowance was made to them, and, in fact, it is alleged, they were referred to the Civil Courts for the establishment of their rights. Matters remained in this condition for several years. Sen Kunwar died in 1857 and Raj Kunwar, Ratan's widow, the following year. In 1860, under the advice of Mr. John Inglis, a well-known District Officer, then Collector of Bareilly, the daughters of Daulat and the grandson of Ratan, Khairati Lal, entered into the compromise which the plaintiffs now seek to set aside so far as it affects them.

By this compromise Daulat Singh's daughters, Chhattar Kunwar and Mewa Kunwar, obtained between them an 8½ anna share,

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taking the entire estate as 16 annas; whilst Khairati Lal received a 7½ anna share. Partition was effected in terms of the compromise, and the parties obtained possession of the respective shares allotted to them. Chhattar Kunwar died in 1866. There was litigation between Chhattar's husband and Mewa Kunwar as to the right to Chhattar's share, which was ultimately decided in Mewa Kunwar's favour, who thus obtained possession of the entire 8½ anna share received by the two sisters in 1860. Mewa Kunwar died in 1899, and the share held by her has devolved on the plaintiffs, her sons.

Their case is that, on the abandonment of Hinduism by Ratan Singh, he forfeited his half share in the joint property, which vested in Daulat Singh, that they as his heirs are entitled to the entire 16 annas; and that they are not bound by the compromise of 1860, as Chhattar Kunwar and Mewa Kunwar, being mere life-tenants, had no authority, in the absence of legal necessity, to alienate the 7½ anna share in favour of Khairati Lal.

The defendants, who are transferees either from Khairati Lal or his heirs, contend *inter alia* that the compromise entered into by the two ladies was not an alienation; that it was a family arrangement for the settlement of disputes, under which they obtained more than they were legally entitled to; that in view of the British legislation (to which the defendants refer) the forfeiture on which the plaintiffs rely could not be enforced, and that, therefore, there was no divestment of the right of Ratan in respect of his half share, and that, even if any such right, as the plaintiffs allege, devolved on Daulat in consequence of Ratan's conversion in 1845, it became "extinguished" on the lapse of 12 years from the date of such devolution.

The Subordinate Judge in a well-considered judgement upheld the defendants' pleas and dismissed the suits. The learned Judges of the High Court, on appeal by the plaintiffs, arrived at a different conclusion. They were of opinion that on the conversion of Ratan Singh, Daulat became "sole and absolute owner of the whole estate," inasmuch as Regulation VII of 1832 did not abrogate the Hindu Law as to "the consequences of apostasy," and Act XXI of 1850 was not enacted until some five years after his adoption of the Muhammadan faith. With

regard to the compromise of 1860, although they considered it to be "just and wise" and "perhaps the best arrangement that could be made," they felt pressed by authority to hold in effect that it amounted to an alienation which the ladies, in the absence of legal necessity, were not competent to make, and that consequently it was not binding on the plaintiffs. In this view of the question they reversed, as already stated, the decision of the Subordinate Judge, and decreed the plaintiffs' claims in all three suits. The learned Judges did not deal with the question of limitation raised by the defendants.

Their Lordships regret they are unable to concur in the judgement of the High Court.

In 1845, when Ratan Singh abandoned Hinduism and adopted the Muhammadan faith, the rule laid down in section 9, Regulation VII of 1832, for decision in civil suits where the parties ranged against each other belonged to different persuasions, was in force in the Bengal Presidency. It declared in express terms that in such cases—

"When one party shall be of the Hindu and the other of the Muhammadan persuasion, or where one or other of the parties to the suit shall not be either of the Muhammadan or Hindu persuasions, the laws of those religions shall not be permitted to operate to deprive such party or parties of any property to which, but for the operation of such laws, they would have been entitled."

Act XXI of 1850 extended the principle of section 9, Regulation VII of 1832, of the Bengal Code, throughout the territories subject to the Government of the East India Company. After reciting the provisions of section 9, and stating that it would be beneficial to extend its principle to the rest of British India, it enacted that—

"So much of any law or usage now in force within the territories subject to the Government of the East India Company, as inflicts on any person forfeiture of rights or property, or may be held in any way to impair or affect any right of inheritance, by reason of his or her renouncing, or having been excluded from the communion of any religion, or being deprived of caste, shall cease to be enforced as Law in the Courts of the East India Company, and in the Courts established by Royal Charter within the said territories."

The intention in both enactments is perfectly clear; by declaring that the Hindu or Muhammadan law shall not be permitted to deprive any party not belonging to either of those persuasions of a right to property, or that any law or usage which

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inflicts forfeiture of rights or property by reason of any person renouncing his or her religion, shall not be enforced, the Legislature virtually set aside the provisions of Hindu law which penalizes renunciation of religion or exclusion from caste.

The effect of the legislation of 1832 and 1850 was that on Ratan Singh's abandonment of Hindnism, Daulat Singh did not acquire any enforcible right to his father's share in the joint family property which he could either assert himself or transmit to his heirs for enforcement in a British Court of Justice.

In the view their Lordships take of this branch of the case it is not necessary to discuss the question of limitation raised by the defendants. But it may be observed that whatever right Daulat acquired under the Hindu law to the share of his father came into existence in 1845 on the conversion of the latter to the Muhammadan religion. No suit could be brought, even if the enactments referred to above had permitted it, to enforce the right after the lapse of 12 years "from the time the cause of action arose" (Section 1, clause 12, Act XIV of 1859). Nothing in article 142 of Act IX of 1871 or in article 141 of Act XV of 1877 could lead to the revival of a right that had already become barred. In this connection their Lordships would refer to the judgement of this Committee in the case of *Hari Nath Chatterjee* v. *Mothurmohun Goswami* (1) where it was pointed out that "the intention of the law of limitation is, not to give a right where there is not one, but to interpose a bar after a certain period to a suit to enforce an existing right."

Such were the relative positions of the parties in 1860, when the compromise was entered into. The heirs of Daulat had no existing enforcible right to the share of Ratan Singh, and the entire property was recorded in the name of his widow. Under these circumstances the parties, under the advice of the District Officer, instead of engaging in a long litigation, arrived at a mutual settlement of their claims. The real nature of the compromise is well expressed in a judgement of the High Court of the North-West Provinces in 1868 in the suit of Mewa Kunwar against her sister Chhattar Kunwar's husband—*Lalla Oudh*

(1) (1893) I. L. R., 21 Calc., 8; L. R., 20 I. A., 18

Beharee Lall v. *Ranee Mewa Koonwer* (1). The learned Judges say as follows:—

"The true character of the transaction appears to us to have been a settlement between the several members of the family of their disputes, each one relinquishing all claim in respect of all property in dispute other than that falling to his share, and recognising the right of the others as they had previously asserted it to the portion allotted to them respectively. It was in this light, rather than as conferring a new distinct title on each other, that the parties themselves seem to have regarded the arrangement, and we think that it is the duty of the Courts to uphold and give full effect to such an arrangement."

Their Lordships have no hesitation in adopting that view. The truettes to apply to a transaction which is challenged by the reversioners as an alienation not binding on them is, whether the alienee derives title from the holder of the limited interest or life-tenant. In the present case Khairati Lal acquired no right from the daughters of Daulat, for "the compromise," to use their Lordships' language in *Rani Mewa Kuwar* v. *Rani Hulas Kuwar* (2) "is based on the assumption that there was an antecedent title of some kind in the parties, and the agreement acknowledges and defines what that title is."

In their Lordships' judgement the decisions on the authority of which the learned Judges of the High Court have held the compromise not to bind the plaintiffs, are not applicable to the present case.

On the whole, their Lordships are of opinion that the judgement and decrees of the High Court at Allahabad should be reversed and those of the Subordinate Judge restored, and they will humbly advise His Majesty accordingly.

The respondents will pay the costs of this appeal and of the appeal in the High Court.

Appeals allowed.

Solicitors for the appellants:—*Pyke Parrott & Co.*

Solicitors for the respondents:—*T. T. Wilson & Co.*

(1) (1868) 3 Agra H. C. Rep., 82 (84). (2) (1874) L. R., 1 I. A., 157 (166).