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sufficient ground in law for interfering with the transaction even *pro tanto*. In all such transactions there must necessarily be some margin for what one may call incidental expenses, and to my mind, the task imposed on a creditor of proving in a transaction at least twelve years old, and in this case going back seventeen years, in a sum so considerable as Rs. 8,000, the intended and actual destination of each rupee, is, humanly speaking, an impossible one, and for courts of justice in India to impose that duty upon a plaintiff as a matter of principle and, so to speak, to punish the creditor to the extent of every pie which he does not prove up to the hilt, is to invite the creditor to commit and suborn perjury in the trial courts. The failure to prove a small margin in a large sum like Rs. 8,000 is amply covered by the old maxim *de minimis non curat lex*. I agree with the order proposed.

Appeal dismissed.

Before Mr. Justice Muhammad Rafiq and Mr. Justice Lindsay:

BALDEO PRASAD (PLAINTIFF) v. BINDESHRI PRASAD (DEPENDANT)*

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February, 15.

Hindu law—Liability of son for father's debt—Debt contracted while the father was a ward under the Court of Wards—Son not liable.

A Hindu, whilst a ward of the Court of Wards, and being, under the law then in force, incompetent to enter into any contract which might involve him in pecuniary liability, executed two promissory notes. After the father's death his son executed a bond in favour of the creditor for the amount covered by the promissory notes.

Held on suit by the creditor that the son was not under a pious duty to pay the debts of the father contracted in the above circumstances and that the bond was not enforceable against him. *Rajmal Shah v. Court of Wards* (1) distinguished.

THE facts of this case sufficiently appear from the judgment of the Court.

Dr. Surendra Nath Sen, for the appellant.

Mr. B. E. O'Connor, Mr. R. Malcolmson, Munshi Badri Narain and Munshi Sarkar Bahadur Johri, for the respondent.

MUHAMMAD RAFIQ and LINDSAY, JJ. :—It appears that one Ganesh Prasad was under the Court of Wards for several years up to the time of his death in May, 1914. On the 7th of

* First Appeal No. 284 of 1919, from a decree of Jogindro Nath Chaudhri, Additional Subordinate Judge of Banda, dated the 31st of May, 1919

(1) (1918) 46 Indian Cases, 974.

January, 1912, and 10th of April, 1912, he executed two promissory notes in favour of Chaube Baldeo Prasad for consideration, carrying interest at the rate of Re. 1-6-0 per cent. per mensem. Ganesh Prasad died leaving a will by which he left his estate in charge of certain trustees. The will of Ganesh Prasad was contested by his son Bindeshri Prasad, who in the end was successful in having it set aside. The Court of Wards continued in possession of the estate till the 19th of December, 1914. On the 5th of October, 1914, there was a compromise between Bindeshri Prasad and the trustees appointed under the will of his father. On the 6th of October, 1914, Bindeshri Prasad executed a simple money bond in favour of Baldeo Prasad in lieu of the moneys due on the two promissory notes given by his father on the 7th of January, 1912, and 10th of April, 1912, to Baldeo Prasad. The amount due on the said two promissory notes on the 6th of October, 1914, was found to be Rs. 9,261-8-9. The bond carried interest at the rate of Re. 1 per cent. per mensem. On the 6th of September, 1918, the suit, out of which this appeal has arisen, was brought by Baldeo Prasad to recover the sum of Rs. 9,261-8-9 plus interest on foot of the bond, dated the 6th of October, 1914. The claim was resisted by Bindeshri Prasad on various grounds. He said that the bond in suit was obtained from him under undue influence and pressure, that it was without consideration and that he was not bound to pay it. The learned Subordinate Judge who tried the suit came to the conclusion that Bindeshri Prasad had failed to prove the allegation as to pressure and undue influence, and that the bond was for consideration. But he further held that the defendant was not bound to pay it as the bond was given in lieu of debts which were contracted by his father at a time when the estate was under the Court of Wards, and under the Court of Wards Act a ward could not enter into a valid contract. In appeal before us it is contended on behalf of the plaintiff appellant that the view taken by the court below is incorrect. It is conceded that the bond in suit was given in lieu of the debts contracted by Ganesh Prasad at a time when he was a ward of the Court of Wards; but it is said that it is the pious duty of a Hindu son to pay off the debts of his father, and that the bond in suit was given for consideration and the defendant is liable to pay it.

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In support of this a case is cited which is to be found at page 974 of Vol. 46, Indian Cases. We find ourselves unable to accede to the contention of the plaintiff appellant. Under section 34 of Act III of 1899, the Act which was applicable at the time the two promissory notes of the 7th of January, 1912, and the 10th of April, 1912, were given, Ganesh Prasad was incompetent to enter into any contract which might involve him in pecuniary liability. In other words, any contract by which he made himself pecuniarily liable was void. The bond in suit was given by his son in consideration of the two promissory notes mentioned above. We do not think that it was the pious duty of the son to pay off such loans as were contracted by his father during the time that the estate was under the Court of Wards. The case relied on by the learned counsel on behalf of the plaintiff appellant is quite different to that before us. In that case both the father and the son gave a bond after the release of the estate from the management of the Court of Wards, not merely for the sum that was borrowed during the management of the Court of Wards but for a further sum that was advanced after the release of the estate. The facts of the two cases are quite different. We, therefore, agree with the lower court that the bond in suit is not enforceable against the defendant. The appeal fails and is dismissed with costs.

Appeal dismissed.

Before Mr. Justice Muhammad Rafiq and Mr. Justice Lindsay.

DHARAM SINGH AND ANOTHER (PLAINTIFFS) v. HIRA AND OTHERS
(DEFENDANTS).*

1922
February, 15.

Hindu law—Succession—Jats—Custom amongst Jats who have migrated from the Punjab.

Held that amongst Jats who have migrated to the district of Meerut from the Punjab there exists a custom by which reversioners irrespective of degree succeed equally to the last male owner, each branch of the family taking its share *per stirpes*.

THE facts of this case sufficiently appear from the judgment of the Court.

Dr. Kailas Nath Katju and Munshi Panna Lal, for the appellants.

* First Appeal No. 267 of 1919, from a decree of Kashi Prasad, First Additional Subordinate Judge of Meerut, dated the 18th of June, 1919.