

1921, to the 3rd of October, 1921. Both the courts below dismissed the plaintiff's suit on the ground of *res judicata* but they have also expressed the opinion that the plaintiff's account in the present suit is not a genuine account.

It has been urged in this Court on behalf of the appellant that each of the parties had a separate account and that the transactions were independent and that each could form a basis of a separate litigation; that is to say, the present plaintiff could sue the defendant for goods sold by the plaintiff to the defendant, while the present defendant could sue the plaintiff independently for goods sold by the defendant to the plaintiff. It has, however, been found as a fact by the courts below that the account is a common and mutual account and this has been admitted by the present plaintiff in the trial court. The lower appellate court has referred to the words of Sir BARNES PEACOCK quoted in the judgement of their Lordships of the Privy Council in the case of *Hook v. Administrator-General of Bengal* (1), and this decision clearly covers the present case. There is no force in the present appeal and it is dismissed with costs.

*Appeal dismissed.*

*Before Justice Sir Cecil Walsh and Mr. Justice Ashworth.*

PARTAB NARAIN (DEFENDANT) *v.* THE JUTE MILLS  
(PLAINTIFF).\*

1927  
April, 26.

*Principal and agent—Forged bill presented by agent—  
Liability of principal.*

Plaintiff and defendant had dealings together and the defendant was in the habit of paying to the plaintiff's servants. One of the plaintiff's servants presented a bill, on which the defendant paid. The bill was afterwards found to be a forgery.

\* Second Appeal No. 549 of 1925, from a decree of H. E. Holme, District Judge of Cawnpore, dated the 16th of December, 1924, reversing a decree of Sarup Narain, Second Subordinate Judge of Cawnpore, dated the 17th of May, 1924.

(1) (1921) I.L.R., 48 Calc., 499.

1927

PARAB  
NARAIN  
v.  
THE JUTE  
MILLS.

Held, that the plaintiff was liable to make good the amount paid by the defendant. *Barwick v. English Joint Stock Bank* (1), followed.

Dr. Kailas Nath Katju, for the appellant.

Pandit Gopi Nath Kunzru, for the respondent.

WALSH, J. :—This appeal must succeed. On the findings of the court below the case is unarguable. The plaintiff and defendant had dealings together and the defendant was in the habit of paying to the plaintiff's servants. The plaintiff's servant Ram Nath presented a forged bill on which the defendant paid. The learned Judge in the court below has found that if it had been a genuine bill, the payment would have been a good payment. A man who does a thing through an agent does it himself in the eyes of the law and, therefore, the presentation of the forged bill was just as much the act of the principal as a genuine bill. As was said in the leading case of *Barwick v. English Joint Stock Bank* (1) :

“ It is true that the principal has not authorized the particular act but he has put the agent in his place to do that class of acts and he must be answerable for the manner in which the agent has conducted himself in doing the business which it was the act of his master to place him in.”

ASHWORTH, J. :—I agree with the view of my learned brother on the law, but would point out that the evidence did not establish that this particular servant Ram Nath had ever been entrusted with the duty of presenting bills to the defendant firm but merely that other servants in the employ of the plaintiff, of no superior degree to this Ram Nath, were entrusted on various occasions with the duty of presenting bills. On this evidence I hold that the lower appellate court had some evidence to support a finding of fact that the presentation of the bill by Ram Nath, even though not within the scope of his actual authority, was within the scope of his apparent authority.

BY THE COURT.—The order of the Court is that the appeal be allowed and the plaintiff's suit be dismissed with costs throughout.

1927  
April, 26.

PARTAB  
NARAIN.  
v.

THE JUTE  
MILLS.

*Appeal allowed.*

*Before Mr. Justice Sulaiman and Mr. Justice Boys.*

G HARIB RAI AND ANOTHER (PLAINTIFFS) v. MUKH LAL RAI AND OTHERS (DEFENDANTS).\*

1927  
April, 26.

*Act No. XVI of 1908 (Indian Registration Act), section 17(b) —Registration—Compromise—Recital of agreement between the parties to a mutation case coupled with a request that the property in suit might be partitioned in a particular way.*

*Held*, following the principles laid down in *Satrohan Lal v. Nageshwar Prasad* (1), *Bakhtawar v. Sundar Lal* (2) and *Mahomed Musa v. Aghore Kumar Ganguly* (3), that a document filed in a mutation case which merely set forth that the parties had settled the matters in dispute between them and that they desired that the property in suit should be partitioned in such and such a manner was not a document the registration of which was necessary.

THE facts of this case sufficiently appear from the judgement of BOYS, J.

Dr. M. L. Agarwala, for the appellants.

Munshi Narain Prasad Ashthana and Munshi Baleshwari Prasad, for the respondents.

BOYS, J.—This appeal raises the hitherto much debated question as to the effect of the non-registration of a document presented to a mutation court asking for the names of the applicants to be entered in a particular way and at the same time setting forth in one form or another that the parties have come to an agreement between

\* Second Appeal No. 437 of 1925, from a decree of K. A. Sams, District Judge of Ghazipur, dated the 3rd of December, 1924, confirming a decree of Raja Ram, Additional Subordinate Judge of Ballia, dated the 12th of December, 1923.

(1) (1916) 19 Oudh Cases, 75; (2) (1925) I.L.R., 48 All., 213.

35 Indian Cases, 770.

(3) (1914) I.L.R., 42 Calc., 801.