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RADHA  
SHEN MAN  
v.  
BACHHAMAN.

that the debts were contracted for immoral purposes, and that the purchasers had notice that they were so contracted; and (ii) that purchasers at an execution-sale, being strangers to the suit, if they have not had notice that the debts were so contracted, are not bound to make inquiry beyond what appears on the face of the proceedings.

In the case before us, it is clear from the evidence that the father, Bachhaman, was acting as manager of the joint family when he executed the bond, the same being known to and approved by the plaintiff, and that the debt was incurred for necessary purposes; and it is presumable that Bachhaman was sued and the decree passed against him in his representative capacity on the bond. The plaintiff cannot, under these circumstances, recover from the auction-purchasers the share in Bishenpura which has passed to them under the auction-sale.

But the lower Court is wrong in giving the plaintiff's grandmother a share on partition. The plaintiff is entitled to a one-third share of the property with the exception of Bishenpura. So far the decree will be modified. The plaintiff will pay the costs of respondents Nos. 4, 5, 6, 7, 8, 9, 10, and 11, and his own costs of this appeal.

This Court can make no order as to any claim on the part of those respondents who became purchasers of some of the property after the decree was passed in this suit by the Court below; they are not affected by the decree, and were unnecessarily made respondents and must have their costs.

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*Before Mr. Justice Pearson and Mr. Justice Oldfield.*

PUSI (DEFENDANT) v. MAHADEO PRASAD AND ANOTHER (PLAINTIFFS).\*

*Husband and wife—Liability of husband for wife's debts.*

A husband (Hindu) is not liable for a debt contracted by his wife, except where it has been contracted under his express authority, or under circumstances of such pressing necessity that his authority may be implied.

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\* Second Appeal, No. 389 of 1880, from a decree of Babu Aubinash Chandar Banarji, Subordinate Judge of Farukhabad, dated the 26th January, 1880, modifying a decree of Pandit Gopal Sahai, Munsif of Farukhabad, dated the 30th September, 1879.

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*August 4.*

A wife and her husband's brothers jointly executed a bond for the repayment of moneys borrowed to pay a debt due by her husband and his brothers and to carry on the cultivation of lands held by her husband and his brothers, and hypothecated the family-house as collateral security for the repayment of such moneys. *Held* that the wife was not justified in borrowing money to pay her husband's debt, and the want of money for cultivation of his lands would not justify her in pledging his credit for a joint loan taken by his brothers in which his liability would extend to the whole debt, nor would it justify her hypothecating his property, and the husband and his property were therefore not liable for the bond-debt.

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 Pusi  
 v.  
 MAHADE  
 P.

On the 1st January, 1875, one Chandan, his brother Khuji, and Parmi, the wife of their brother Pusi, members of a joint Hindu family, gave the plaintiffs in this suit a joint bond for the payment of certain moneys, in which they hypothecated the family house as collateral security for the payment of such moneys. This bond was executed by Parmi "as heir and in possession of the property of her husband." It recited that the moneys due thereunder had been borrowed to pay a family debt and to carry on the cultivation of lands held by the family. At the time the bond was executed Pusi was absent from his home, and had been absent from it about one year. The plaintiffs in this suit sued upon this bond, claiming not only as against the executants of it, but also as against Pusi and his share of the family house. Pusi had returned to his home after an absence of three years. The Court of first instance, on the 25th March, 1879, dismissed the suit as against the defendant Pusi on the ground that he had not executed the bond. On appeal by the plaintiffs the lower appellate Court, on the 13th May, 1879, remanded the case for re-trial with reference to the question whether the bond-debt had been contracted for family purposes, and for the benefit of the defendant Pusi, holding that if it had been so contracted the defendant Pusi and his property were liable for it. The Court of first instance held that the bond-debt had not been so contracted, and again dismissed the suit as regards the defendant Pusi. On appeal by the plaintiffs the lower appellate Court held that the bond-debt was contracted to pay a debt due by the defendant Pusi and to carry on the cultivation of his lands; and gave the plaintiffs a decree against the defendant Pusi and his one-third share of the family house.

The defendant Pusi appealed to the High Court, contending that he was not liable on the bond.

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Pandit *Ajudhia Nath* and *Munshi Ram Prasad*, for the appellant.Pandits *Bishambhar Nath* and *Nand Lal*, for the respondents.

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PRASAD

The judgment of the Court (PEARSON, J. and OLDFIELD, J.) was delivered by

OLDFIELD, J.—It appears that the appellant's wife, during appellant's absence from home, joined with his brothers in execution of a bond by which they borrowed money from plaintiffs and hypothecated property belonging to appellant. Respondents sued not only the obligors but also appellant, and claimed to make him liable in person and property jointly with the obligors for the whole debt; and the lower appellate Court has allowed the claim on the ground that the husband is liable for the debt contracted by the wife. This liability, however, cannot be imposed, except when the wife has had express authority from the husband, or under circumstances of such pressing necessity that the authority may be implied. There was of course no express authority here, for the bond shows that the wife acted in her own right, as heir to a husband whom she believed or pretended to believe to be dead. The plaintiffs must show that the money was borrowed under circumstances of pressing necessity before they can make the appellant in any way liable. The lower appellate Court relies on the terms of the bond itself, which show that the money was borrowed to pay an instalment of a debt due by the appellant and to obtain money for expenses of cultivation. The first item is clearly not one which could justify the wife in borrowing money; and in regard to the other, there is nothing to show that money was in fact required for the expenses of cultivating her husband's lands, or that she personally received any money on that account. Moreover, the want of money would not justify her in pledging her husband's credit for a joint loan taken by his brothers, in which the liability of her husband would extend to the whole debt, nor would it possibly justify her mortgaging his property. It may be noticed also that plaintiffs dealt with the lady as making the disposal of the property in her own right, and not looking in any way to the husband as responsible for the debt. The circumstances, as we understand them, did not justify the plaintiffs in thus dealing with the lady, for the appel-

lant had not been a year absent from his home when the debt was contracted, and he appears to have gone only to the neighbouring district of Bareilly. It is only now since his return that they seek to enforce a liability which never entered into their consideration at the time they lent their money. The appeal is decreed by exempting appellant and his property from liability, and he will have his costs in all Courts.

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PUSI  
v.  
MAHADRO  
PRASAD.

*Appeal allowed.*

*Before Mr. Justice Pearson and Mr. Justice Oldfield.*

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August 6.

DARSU PANDEY AND ANOTHER (PLAINTIFFS) v. BIKARMAJIT LAL AND ANOTHER (DEFENDANTS) \*

*Hindu law—Alienation of joint undivided family property by Father—Rights of sons.*

Z, a member of a joint Hindu family consisting of himself and his sons, in January, 1869, in order to raise money to pay off family debts and for family necessities, conveyed a two-anna share out of an eight-anna share of a village belonging to the family to B, who sued him on such conveyance for possession of the two-anna share and obtained a decree, and possession of such share. In June, 1879, the sons and the grandson of Z sued B to recover such share. *Held*, with reference to the ruling of the Privy Council in *Suraj Bansi Koer v. Sheo Persad Singh (1)*, that the suit was not maintainable.

THIS was a suit by the two sons and the grandson of one Zauk Lal for possession of a two-anna share out of an eight-anna in a certain village. This eight-anna share was joint ancestral property, and a two-anna share of it had been transferred by sale to the defendants in this suit by Zauk Lal by an instrument dated the 11th January, 1869. In this instrument Zauk Lal described himself as the owner of the eight-anna share, and the instrument recited that the purchase-money, which purported to be Rs. 1,199, was required for the payment of debts and for family necessities. The defendants sued Zauk Lal upon this instrument for possession of the two-anna share, and on the 17th June, 1869, Zauk Lal having confessed judgment, obtained a decree. The defendants subsequently obtained possession of the two-anna share, and after that event Zauk Lal died. The present suit was instituted on the 2nd June, 1879. The plaintiffs claimed the two-anna share and the cancelment of the sale-deed of the 11th January, 1869, on the ground, amongst

\* Second Appeal, No. 430 of 1880, from a decree of D. M. Gardner, Esq., Judge of Gorakhpur, dated the 3rd February, 1880, reversing a decree of Hakim Rahat Ali, Subordinate Judge of Gorakhpur, dated the 16th September, 1879.

(1) I. L. R., 5 Calc., 148.