

see no sufficient grounds for interference with the discretion exercised by the learned District Judge in this matter.

The appeal, therefore, fails and is dismissed with costs.

1932
MUNIR
UDDIN
KIDWAI
v.
MUSAMMAT
RAISUL-NISA.

Appeal dismissed.

REVISIONAL CIVIL

Before Mr. Justice Bisheshwar Nath Srivastava

SUBHANI BEGAM. MUSAMMAT (DEFENDANT-APPLICANT)
v. IMTIAZ AHMAD KHAN (PLAINTIFF-OPPOSITE PARTY).*

1932
November, 2.

Limitation Act (IX of 1908), article 7—Household servant, meaning of—Person employed to collect house rents and to act as companion, whether “household servant” within the meaning of Article 7 of the Limitation Act.

Held, that the words “household servant” in Article 7 of the Indian Limitation Act, 1908, must be read ejusdem generis with the words “artisan, or labourer” which follow it and cannot apply to a person who is employed for the purpose of collecting rents of houses and as a companion in a journey abroad.”

Mr. Nasirullah Beg, for the applicant.

Mr. Ghulam Imam for Mr. Ali Zaheer, for the opposite party.

SRIVASTAVA, J. :—This is an application under section 25 of the Small Cause Courts Act for revision against the decree, dated the 12th of May, 1932, of the Second Additional Judge, Small Cause Court, Lucknow.

The plaintiff's case was that the defendant had engaged him on a monthly salary of Rs.10 for the purpose of collecting rents of her houses and *kothi* and that later on the defendant requested the plaintiff to accompany her to Mecca and promised to pay him at the rate of Rs.30 per month with other necessary expenses for the

*Section 25 Application No. 74 of 1932, against the decree of Babu Sheo Gopal Mathur, second Additional Judge, Small Cause Court, Lucknow, dated the 12th of May, 1932.

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J.

period that he worked with her during the journey to and from Mecca. On these allegations the plaintiff claimed Rs.219-8-0 on account of his salary and expenses after giving the defendant credit for Rs.35 alleged to have been received by him.

The defendant denied the claim *in toto*. She also pleaded limitation. The learned Additional Judge held the agreement for payment of salary at the rate of Rs.10 and Rs.30 per month to be proved. He also rejected the plea of limitation. As regards the claim for expenses he held that it was not well-founded. In result he gave the plaintiff a decree for Rs.175-1-0 with proportionate costs.

The learned counsel for the applicant has, in the first place, challenged the correctness of the lower courts finding that the plaintiff was in the service of the defendant on a monthly salary of Rs.10 and Rs.30 per month. His argument is that the finding is perverse, inasmuch as the witnesses examined by the plaintiff did not prove the alleged contract of service or the agreement for payment of salary at the rates claimed and the evidence of the plaintiff himself was quite unreliable.

Apart from the evidence of the plaintiff's witnesses, P. W. 1 and P. W. 3, the plaintiff himself gave direct evidence of the alleged contract. The lower court has believed his evidence. I know of no rule of law that the evidence of a person must be rejected as unworthy of credit by reason of his being a party to the suit. In this case having read the statements of P. W. 1 and P. W. 3. I am satisfied that the statement of the plaintiff himself was materially corroborated by their evidence. The question being one of pure fact and being supported by admissible evidence, it is not open to question in revision. I therefore overrule the contention.

Next, as regards limitation. Reliance was placed on Art. 7 of the Indian Limitation Act. This rule relates to the wages of household servants, artisans, or labourers. The words "household servant" as used in

this article must, in my opinion, be read *ejusdem generis* with the words "artisan or labourer" which follow it. The term "household servant" has been substituted in the Limitation Acts of 1877 and 1908 for the words "domestic servant" which occurred in the Limitation Act of 1871. In my opinion the term "household servant", as used in this article, cannot apply to a person in the position of the plaintiff who was employed for the purpose of collecting rents of houses and as a male companion in the defendant's journey abroad. I am, therefore, in agreement with the lower court that Article 7 does not apply to the case.

The result, therefore, is that the application fails and is dismissed with costs.

Application dismissed.

PRIVY COUNCIL.

BAHU RANI AND ANOTHER *v.* RAJENDRA BAKHSH
SINGH

P. C.
1933
January, 12

[On Appeal from the Chief Court of Oudh.]

Hindu Law—Joint Family—Grant to joint brothers and their heirs—Construction of grant—Whether property taken jointly.

The principle of joint tenancy is unknown in Hindu law except in the case of the joint property of an undivided Hindu family governed by the Mitakshara.

Whether a grant to persons who constitute a joint family was made to them severally or as a joint family depends upon the intention of the donor as expressed in the grant; there is no presumption that the latter was intended.

The Government made three grants of villages to two brothers, who constituted a joint Hindu family, for their maintenance. The grants respectively were expressed to be (1) "to you and your heirs", (2) to the two brothers' their heirs, executors, administrators and assigns in full hereditary

*Present: Lord THANKERTON, Sir JOHN WALLIS, and Sir LANGLOTT SANDERSON.

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Srinastara.
J.