

1928.

RANA  
JOYTI  
PRASAD  
SINGH  
DEO  
BAHADUR  
v.  
CHOTA  
NAGPUR  
BANKING  
ASSOCIATION.

DAS, J.

had not violated its engagement with the customer by refusing to pay his cheque at another branch. The reason of this decision is obvious. It would be difficult for a bank to carry on its business by means of various branches if a customer who kept his account at one branch might draw cheques upon another branch, however distant from that at which he kept his account, and demand that they should be cashed there. The latter branch could not possibly know the state of his account. The case decides no more than this, that the bank came under no engagement or promise to their customer to honour his cheques at any branch except that at which he kept his account." Now if this be so it must follow that a bank which pays the cheque at any branch except that at which the customer kept his account must be assumed to have paid it not on the credit of the customer but on the endorsement itself. In my opinion the case upon which Mr. Pugh relies is directly in point and as this case has not been overruled in any of the subsequent cases we must follow it.

I would therefore dismiss this appeal with costs.

JAMES, J.—I agree.

S. A. K.

*Appeal dismissed.*

### APPELLATE CIVIL.

*Before Das and James, JJ.*

HAFIZ ZEYAUDDIN

v.

JAGDEO SINGH.\*

*Rent suit—Produce rent—onus.*

In a suit for produce rent the onus lies on the tenant to show what the produce was during the years in suit.

Appeal by the plaintiffs.

*Khurshed Husnain and B. C. Mitra, for the appellants.*

\*First Appeal no. 141 of 1925, from a decision of Babu Jatindra Nath Ghosh, Subordinate Judge of Patna, dated the 12th June, 1925.

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*S. M. Mullick, N. C. Ghosh and S. N. Roy*, for the respondents. 1928.

*Order.*

DAS AND JAMES, JJ.—This was a suit for produce rent and the learned Subordinate Judge has given the plaintiffs a decree on the admission of the defendants. It may be pointed out that the entire onus was on the defendants to satisfy the Court what was the produce during the years in suit and it may further be pointed out that the learned Subordinate Judge has disbelieved the evidence of the defendants. But disbelieving the evidence the learned Subordinate Judge has proceeded on the admission of the defendants and has given what I consider a very inadequate decree to the plaintiffs.

Mr. S. M. Mullick appearing on behalf of the tenants agrees that the road cess return should be taken as the basis of the decree. By consent of the parties the plaintiffs will have a decree at the rate of Rs. 262-2-9 per year besides cess. The plaintiffs are also entitled to damages at the rate of 25 per cent. There will be no order for costs in this Court. Interest at 6 per cent. per annum will run upon the decree from the date hereof until realisation.

**APPELLATE CIVIL.**

*Before Kulwant Sahay and Macpherson, JJ.*

UMAKANTA DAS BAIRIGANJAN BHUYAN  
MAHAPATRA

v.

BISWAMBHAR DAS MAHAPATRA.\*

*Succession Act, 1865 (Act X of 1865), section 50—pleader, signature of as identifier, on cover containing will, whether amounts to attestation—Registrar, endorsing but not signing*

*Circuit Court, Cuttack. Appeal from Original Decree no. 14 of 1927, from a decision of G. J. Monahan, Esq., i.c.s., District Judge of Cuttack, dated the 26th June, 1927.*

HAFIZ  
ZEYAUDDIN  
v.  
JAGDEO  
SINGH.

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Dec., 4.