[ORIGINAL CIVIL JURISDICTION.]

Suit No. 658 *of* 1874.

1875.
September 28

DA'YA'L JAIRA'J (PLAINTIFF) *v.* JIVRA'J RATANSI AND ANOTHER (DEFENDANTS).

Equitable mortgage—Deposit of title deeds—Vendor and purchaser—Notice—Fraud.

Where the plaintiff had advanced to the 1st defendant Rs. 38,000, and had agreed to advance Rs. 27,000 more, the whole Rs. 65,000 to be secured by a mortgage of the 1st defendant's immoveable property, and the 1st defendant had deposited with the plaintiff the title deeds of his immoveable property, for the purpose of enabling him to get a mortgage deed prepared, and had agreed to execute such mortgage deed on payment to him by the plaintiff of the balance of the Rs. 65,000, and the title deeds were afterwards returned by the plaintiff to the 1st defendant for the purpose of enabling him to clear up certain doubts as to his title to some of the premises comprised in the deeds, and such deeds were not subsequently returned by the 1st defendant, nor were others deposited in lieu thereof, and the balance of the Rs. 65,000 was not paid by the plaintiff to the 1st defendant,

Held that there was an equitable mortgage to the plaintiff to secure Rs. 38,000 so far as concerned the property comprised in the deeds.

The reason for the rule of equity, that a purchaser of property, though for valuable consideration, and taking the legal estate, yet with notice of a prior incumbrance, purchases subject to such incumbrance, is that such purchaser is acting *malâ fide*, in taking away the right of the prior incumbrancer by getting the legal estate, while knowing that a prior purchaser has the right to it. But a purchaser for valuable consideration, without notice of the prior right of a third person, is not guilty of, or party to, a fraud upon the rights of a prior purchaser. The Courts of Equity, therefore, will not interfere with his right to the possession, enjoyment, and disposal of the property; and though, subsequently to his purchase, he may become aware of the prior incumbrance, yet he has the right to convey to a subsequent purchaser, who, at the time of such subsequent conveyance, has notice of the prior right of the third person; and such subsequent purchaser will take the property free from the incumbrance, for neither is he guilty of any fraud in accepting what his vendor had a right to convey, nor would the *bonâ fide* purchaser without notice be able, otherwise, freely and completely to dispose of the property which he innocently acquired. On the same principles, any subsequent purchaser, however remote, though having notice, must be protected.

Where, therefore, the 2nd defendant, having notice of the plaintiff's equitable mortgage, purchased from one, who, also with such notice, had purchased from a *bonâ fide* purchaser for value without notice,

Held that the 2nd defendant held the property free from the equitable mortgage.

Carter v. *Carter* (3 K. & Johns.) distinguished.

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THIS was a suit, upon an equitable mortgage, by the mortgagee against the mortgagor and the purchaser of the mortgaged premises. The plaintiff sought to have it declared that he was entitled, as against the defendants, to a charge upon the house No. 9, in Kázi Sayad Street, as security for the sum of Rs. 38,000, together with interest thereon, advanced by the plaintiff to the 1st defendant in August 1865; for an account of what was due to the plaintiff on the security of the house; for a decree for payment by the defendants to the plaintiff of the amount found to be due to him; and, in default of such payment, for the sale of the house. The plaintiff alleged that, on 26th July 1865 and 31st July 1865, he advanced to the 1st defendant two several sums of Rs. 15,000, on an undertaking by the 1st defendant to give a mortgage security for the repayment of the same to the plaintiff; that on 10th August 1865 the 1st defendant delivered to the plaintiff a number of title deeds as the documents of title relating to the immoveable property of the 1st defendant, and agreed at the same time to give the plaintiff a writing in respect of his loans; and that on 11th August 1865 the plaintiff advanced a further sum of Rs. 8,000 to the 1st defendant, who at the same time executed to the plaintiff a document, the material parts of which were as follows:—"The sum of Rs. 38,000 has been received by me from Dáyál Jairáj on account of the sum of Rs. 65,000 agreed to be advanced at interest. . . on the mortgage of my four properties. [Here followed a description of the four properties, one of which was described as situate in Kázi Sayad Street and assessed under No. 9.] In consideration of my having received the said sum of Rs. 38,000, as above mentioned, I have deposited with the said Dáyál Jairáj all the title deeds that were with me in my possession, to enable him to get a proper mortgage deed prepared, and on payment of the balance of Rs. 27,000, less the costs, and a sum of Rs. 3,575, hereinafter mentioned, I hereby agree to execute the mortgage when prepared by Messrs. Acland, Prentis, & Bishop, Solicitors of the said Dáyál Jairáj, and to do all acts necessary for completing and making good the title to the aforesaid properties." The plaintiff further alleged that on or shortly after 11th August 1865 he deposited this agreement and the title deeds with his solicitors; that they advised him that there was a difficulty in identifying some of the properties men-

tioned in the agreement with those mentioned in the title deeds ; that shortly afterwards the plaintiff saw the 1st defendant on the subject, who promised to bring other papers ; and that thereupon the plaintiff handed back to the 1st defendant the title deeds which he had deposited with the plaintiff. The plaintiff never advanced to the 1st defendant the balance of Rs. 27,000, nor did the defendant return to the plaintiff the title deeds originally deposited with him, or deposit any others. The agreement of 11th August 1865, however, remained with the plaintiff's solicitors.

On 3rd September 1866 the 1st defendant mortgaged to the late Bank of Bombay *(inter alia)* the house No. 9 in Kázi Sayad Street, and deposited with these mortgagees the title deeds which he had previously deposited with the plaintiff; but the Bank had no notice, actual or constructive, of the alleged equitable mortgage to the plaintiff. On 15th February 1867, the Bank, in exercise of the power of sale contained in the mortgage of 3rd September 1866, put up the mortgaged premises for sale by public auction. Notice was, however, then given of the existence of the alleged equitable mortgage, and the sale was not proceeded with. On 24th April 1868 the Bank again exercised the power of sale in the mortgage of 3rd September 1866, and sold the house No. 9 in Kázi Sayad Street to one Sundardás Mulji, who had notice of the existence of the alleged equitable mortgage to the plaintiff, and who on 20th February 1872 sold the house to the 2nd defendant, Gokuldás Mádhavji, who was alleged by the plaintiff's witnesses to have been present at the abortive auction sale in February 1867, and, therefore, also to have had notice of the existence of the equitable mortgage to the plaintiff.

The question, therefore, for the decision of the Court was whether the doctrine that a purchaser, with notice of a prior incumbrance, who, however, purchases from a purchaser without such notice, takes the property freed from such incumbrance, could be extended to such a case as the present, where a purchaser with notice purchased from another purchaser with notice, who had purchased from a purchaser without notice.

At the hearing before GREEN, J., the 1st defendant, Jivráj Ratansí, appeared in person, and stated he did not wish to defend the suit.

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Scoble, Advocate-General, and *Lang* for the plaintiff:—The deeds were deposited with the plaintiff by the 1st defendant, to whom the plaintiff had already advanced Rs. 38,000. This would amount to an equitable mortgage even if the deeds had not been deposited expressly as security for the debts, but in this case there was an express agreement to mortgage: *ex parte Bruce*(1), *Edge* v. *Worthington*(2), *Hockley* v. *Bantock*(3), *Keys* v. *Williams*(4). Nor can it be said that this equitable lien of the plaintiff was ended by his being induced by the 1st defendant to return the title deeds to him for a particular purpose, which he never fulfilled; but, taking advantage of the plaintiff's complaisance, re-mortgaged the property to the Bank in fraud of the plaintiff. Moreover, the agreement of 11th August 1865 remained with the plaintiff. Even if the Bank of Bombay had no notice of the equitable mortgage to the plaintiff at the time of the mortgage to themselves on 3rd September 1866, yet both they and the 2nd defendant's vendor had notice before the sale to the 2nd defendant's vendor, and before the sale to the 2nd defendant he himself had notice. Not only, therefore, had the 2nd defendant notice, but his immediate vendor had also had notice of the prior incumbrance before he purchased: *Carter* v. *Carter*(5).

Latham and *Inverarity* for the 2nd defendant, Gokuldás Mádhavji:—In the first place the plaintiff is not an equitable mortgagee: *Norris* v. *Wilkinson*(6), *Ex parte Bulteel*(7), *Russell* v. *Russell*(8), *Ex parte Hooper*(9), *Ex parte Whitbread*(10). But, even if it be assumed that the plaintiff is an equitable mortgagee of the premises, and that the 2nd defendant had notice of that fact, yet, the 2nd defendant's vendor having purchased from a purchaser without notice of the prior incumbrance, the 2nd defendant takes free from the incumbrance: *Le Neve* v. *Le Neve* (11), and the cases discussed with it in White & Tudor's Leading Cases in Equity, show the principle which ought to be applied to this case. The Bank, being innocent purchasers, had a right to have, not only their possession, but their power of disposal of the property

(1) 1 Rose, 374. (2) 1 Cox Eq. Ca. 211. (3) 1 Russ. 141.
(4) 3 Y. & Col. 55. (5) 3 Kay & Johns. 617. (6) 12 Ves. 192.
(7) 2 Cox Eq. Ca. 243. (8) 1 Bro. C. C. 269. (9) 1 Mer. 9. (10) 1 Rose 299.
(11) 2 Wh. & Tud. L. C. 28; S. C. 3 Atk. 646; 1 Ves. 64; 1 Amb. 436.

protected. That is the principle on which the purchaser from them, though with notice of the prior incumbrance, takes the property free from such incumbrance, and on the same principle ought any number of subsequent purchasers, though with notice, each to take the property free from the incumbrance: *Kerr on Fraud*, p. 253.

GREEN, J., after reviewing the facts above stated and the effect of the agreement of 11th August 1865, proceeded:—Though the right of the plaintiff to call upon Jivráj Ratansi to execute a legal mortgage of the property, described or referred to in the agreement of 11th August 1865, depended on the plaintiff making a further advance of Rs. 27,000, to complete the Rs. 65,000 agreed to be advanced, yet the deposit of the title deeds, though coupled with the expression in the agreement of the purpose of such deposit, as being to enable the plaintiff to get a proper mortgage deed prepared, would, having regard to the fact that Rs. 38,000 had been already advanced on account of the Rs. 65,000, amount in law to an equitable mortgage to secure the Rs. 38,000, so far as concerned the property comprised in the deeds deposited or any of them: *Keys* v. *Williams* [1], *Hockley* v. *Bantock* [2].

Upon, or shortly after, 11th August 1865 the plaintiff delivered the agreement and the title deeds so deposited with him by Jivráj Ratansi to his (the plaintiff's) solicitors. He appears to have been advised by them that the title deeds were not in order,—in this respect particularly, that there was difficulty in identifying the properties mentioned in the agreement of 11th August 1865, or at least some of them, with the properties mentioned in the title deeds, and it was arranged that the deeds should be handed back to Jivráj with the view of clearing that difficulty. The plaintiff states that thereupon—the exact date, however, is not fixed—he told Jivráj Ratansi that he had been advised that the papers were not proper, or in order. He states that he said to Jivráj Ratansi, "You should, therefore, bring other papers. He said he would bring other papers. After this conversation, the same or the following day, the deeds were given back to Jivráj's partner, Amarji Hemji. Amarji was told the papers were not complete, or

(1) 3 Y. & Col. 55. (2) 1 Russ. 141.

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proper; that he should bring others, complete, or proper; and that thereafter a further sum of money should be paid." Amarji Hemji states that he received back the title deeds 10 or 15 days after the execution of the writing, *i.e.*, after 11th August 1865. All that this witness recollects as having been said to him on the occasion of giving back the deeds is, "The papers are not proper. Do you give them over to your master (*i.e.*, Jivráj Ratansi). I was not told in what respect the papers were not proper." So the matter remained. No steps appear to have been taken by the plaintiff to cause Jivráj Ratansi to clear up the difficulties considered to exist, or to furnish further and better title, and the balance of the Rs. 65,000, viz., Rs. 27,000, was never advanced. The deeds so returned remained with Jivráj Ratansi, and the agreement of 11th August 1865 with the plaintiff's solicitors. The inaction of the plaintiff is, I think, reasonably explained by the circumstance that, during the latter part of August and the month of September 1865, his attention was taken up with a serious criminal charge which had been brought against him, and on which he was committed for trial to this Court, and on 30th September 1865 he was convicted and sentenced to transportation. The assertion of a still existing right to an equitable mortgage, over the property to which the agreement of 11th August 1865, and the title deeds deposited but returned, as agreed, purported to relate, seems to have been first made about November 1866, and then by the Government Solicitor, who, on behalf of Government, was engaged in procuring the execution of that part of the sentence, passed on the plaintiff, which ordered that the rents and profits of his moveable and immoveable property should be forfeited to Government during the period of transportation. In fact, Vallu Jairáj, the brother of the plaintiff, who, after the plaintiff was removed in February 1866 to the Andamans, acted as his attorney, does not seem to have been aware of the existence of the agreement of 11th August 1865, or of the deposit and return of the title deeds, till about October or November 1866, though he had become aware from the plaintiff's account books of the advances to Jivráj Ratansi of the sums of Rs. 15,000, Rs. 15,000, and Rs. 8,000. The plaintiff states that he was able and willing at any time to have made the further advance of Rs. 27,000, making up the sum of Rs. 65,000; but that previous to his conviction and confinement

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on 30th September 1865, Jivráj Ratansi never applied for the same.

On 3rd September 1866 Jivráj Ratansi conveyed to the late Bank of Bombay (amongst other things) the premises against which the alleged equitable mortgage of the plaintiff is, by this suit, sought to be enforced, by way of mortgage, to secure the sum of Rs. 26,355 then due and owing by the said Jivráj Ratansi to the said Bank, with interest at 10 per cent per annum, and the plaint states that he deposited with the Bank the title deeds of the said premises. It is not alleged in the plaint, nor is there a particle of evidence to show, that the Bank of Bombay, when they took the mortgage of 3rd September 1866, had notice, actual or constructive, of the alleged equitable mortgage of the plaintiff; and it will have been observed that the plaint itself states that on that occasion the title deeds were delivered to them by Jivráj Ratansi.

In the month of February 1867 the Bank caused the premises so mortgaged to them to be put up for sale by public auction, under the power in that behalf contained in their mortgage deed. At the auction, which was held on 15th February 1867, a notice was read aloud, and explained to those assembled at the sale, on behalf of the Government Solicitor, to the effect that the properties in Kázi Sayad Street, Nos. 8 and 9, then put up for sale, were subject to a lien, under the said agreement of 11th August 1865, and then vested in the Secretary of State, for the sum of Rs. 38,000 advanced by the plaintiff to Jivráj Ratansi, and interest. It is stated in evidence that one Sundardás Mulji and the defendant Gokuldás Mádhavji were (amongst others) present at the said auction. As to Sundardás Mulji, there is no contradiction of the statement that he was present. The presence of Gokuldás Mádhavji, however, at this auction, which is deposed to by Vallu Jairáj, the brother of the plaintiff, and by Keshavji Jádhavji, (who, though subpœnaed on behalf of the defendant Gokuldás Mádhavji, and who is a maternal uncle of the plaintiff, was not called by either of the parties, but was called and examined by myself) was denied by the defendant Gokuldás Mádhavji. Though I should be disposed to believe, in the circumstances of the case, had it been necessary to decide the point, that the defendant

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Gokuldás Mádhavji *was* present at this sale, yet, for reasons which will hereinafter appear, it is not necessary to express any decided opinion on this matter. The sale, owing probably to the reading of the said notice, was not proceeded with.

On 24th April 1868 the Bank of Bombay, in exercise of their power of sale, conveyed the property in question in this suit to Sundardás Mulji in consideration of Rs. 4,000, and in this conveyance the trustees, under Act XXVIII. of 1865, of Jivráj Ratansi & Co., joined. Now, whether or not Sundardás Mulji was present at the abortive auction of 15th February 1867, and heard the notice read, the evidence shows clearly that, before he completed his purchase, he had notice that Government, on behalf of the plaintiff, and as being interested in the rents and profits of his estate, claimed to have a lien, or charge, on the property, to secure the Rs. 38,000 advanced by the plaintiff to Jivráj Ratansi.

On 20th February 1872 Sundardás Mulji, in consideration of Rs. 7,000, conveyed the premises in Kázi Sayad Street, the subject of this suit, to the defendant Gokuldás Mádhavji.

The case of the plaintiff, therefore, stands thus: He is entitled to an equitable mortgage on the house No. 9, in Kázi Sayad Street, the legal and apparent owner of such house being, at the time of the making of such equitable mortgage, the defendant Jivráj Ratansi. Jivráj Ratansi fraudulently avails himself of the fact of having received back the title deeds, for the purpose of clearing up the supposed difficulties in his title, to mortgage the property to the Bank of Bombay, by a legal conveyance. The Bank of Bombay have no notice, at or before the time their mortgage was executed, of the fraudulent conduct of Jivráj Ratansi, or of the claim of the plaintiff or the Government to have a charge in equity on the property, and they receive from Jivráj Ratansi the title deeds of the property. The Bank, in April 1868, sell and convey the property, for a valuable consideration, to Sundardás Mulji, who, however, had notice of the plaintiff's claim, and Sundardás Mulji, in February 1872, sells and conveys the property for a valuable consideration to the defendant Gokuldás Mádhavji, who also, according to the plaintiff's case, had notice of the plaintiff's claim, by reason of his (the said defendant's) presence at the

auction of February 1867. There is no other fact in evidence, except this alleged presence of Gokuldás at the auction, which goes to prove that, when he purchased from Sundardás in February 1872, he had notice of the plaintiff's claim. If, then, as he states himself, he was not present, the case of the plaintiff falls at once to the ground, as he would in that case be entitled to rely on the position of being himself a purchaser for valuable consideration without notice. I am of opinion, however, that, even assuming the other alternative, which the plaintiff contends for, viz., that Gokuldás was present, to be true, the case of the plaintiff must fail, and for the following reasons :—

The ground of the rule of equity, that a purchaser of property, though for valuable consideration, and taking the legal estate, yet with notice of the prior right of a third person, purchases subject only to the right of which he so had notice, is placed by Lord Hardwicke in the leading case of *Le Neve* v. *Le Neve*(1) on this, that the taking of a legal estate, after notice of a prior right makes a person a *malâ fide* purchaser ; that there is a kind of fraud on his part in this, that, knowing that a prior purchaser has the clear right to the estate, he takes away his right by getting the legal estate. The Lord Chancellor states further that fraud or *mala fides* is the true ground on which the Court is governed in cases of notice.

The earlier cases on the subject were chiefly cases where one conveyed the legal estate in landed property to another, by way of sale, mortgage, or settlement in consideration of marriage, but which property he had previously conveyed or charged, in favour of a third person, by a mode which, for want of a formal deed, or other defect, did not pass the legal estate. There the second purchaser, mortgagee, or object of the settlement, though taking the legal estate, which had not previously passed from the vendor or settlor, and though giving a valuable consideration, yet was held to take the legal estate, only subject to any right of such third person of which he had notice at the time of paying the consideration or taking the conveyance. The act of the vendor or settlor, in conveying or charging property he had already conveyed or

(1) 1 Amb. 436 ; S. C. 3 Atk. 646 ; 1 Ves. 64. 2 Wh. & Tud. L. C. 28.

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charged in favour of a third person, was held to involve a fraud on the right of that third person; and one who accepted a conveyance or charge from the vendor or settlor with notice of such prior right, though taking the legal estate, and giving valuable consideration, yet, by reason of the notice he had had of such prior right, was treated as an accomplice in the fraudulent conduct of the vendor or settlor, and as holding his estate subject only to the right of which he has had notice. But where a person for valuable consideration accepted a conveyance or charge, without any notice of the right of a third person, which rendered the act of the vendor or settlor in conveying or charging the property a fraud in contemplation of law, then, though the vendor or settlor may be guilty of a fraud, the purchaser is not his accomplice, and Courts of Equity have seen no ground for interfering with the position of advantage which his holding of the legal estate confers upon him, namely, the right to the possession, enjoyment, and disposal of the property. I say disposal, as it would be a very insufficient protection of such a purchaser's right to say he may hold the property undisturbed, but may not dispose of it to the best advantage. In other words, such a purchaser's conveyance to another of the legal estate, with its attendant advantages, is no more a fraud on the right of the third person, of which right he had no notice when the property was conveyed to him, and that, too, though he may have received notice of such right after his acquisition of the property, than was the acquisition itself by him of the property. And it is well settled that such a purchaser has the right to convey to one who, at the time of the property being conveyed to him, has notice of the right of the third person. In other words, though having notice, *he* protects himself by reason of taking from one who had no notice, and this by the necessity of protecting the right of free disposal by the latter. It may be considered that, though having notice, such a purchaser does nothing fraudulent in accepting what his vendor had a right to convey. The ground, however, generally given for the principle that a purchaser with notice is entitled to protect himself under a conveyance from one who had no notice, is the very practical one already referred to; that to hold otherwise would be, possibly, seriously to impede, or even wholly to prevent, the *bonâ fide* purchaser without notice from disposing of his property at all. Thou[illegible]so

far as appears, the precise question arising here, whether a purchaser with notice from one who also had notice, but had purchased from one who had no notice, is to be protected, as was his immediate vendor, by the right of the first vendor, has not arisen, yet I am of opinion, on a consideration of the authorities (many of which are cited in the notes to the case of *Le Neve* v. *Le Neve*[1]), that the ground on which a purchaser with notice is allowed to protect himself by reason of having purchased from one who had none, viz., the securing to the purchaser without notice the full benefit of what he had innocently acquired, must be held to protect a subsequent purchaser, however remote, though having notice. I think the proposition in Kerr on Fraud, p. 253, though not, of course, in itself an authority, is supported by the principles on which the cases on this branch of the rules as to notice are based, the proposition, namely, "The *bonâ fide* purchaser of an estate for valuable consideration purges away the equity from the estate in the hands of all persons who may derive title under it, with the exception of the original party whose conscience stands bound by the meditated fraud. If the estate becomes re-vested in him, the original equity will attach to it in his hands." The case of *Carter* v. *Carter*[2], which in *Bates* v. *Johnson*[3] is further observed upon and adhered to by the learned Judge who decided it, though not considered satisfactory by at least one of the Judges of appeal who decided the case of *Pilcher* v. *Rawlins*[4], was a peculiar one. It was not concerned with the question what protection is to be given to an assignee, proximate or subsequent, from a purchaser without notice: and, even if it cannot be said that the authority of the decision has been disclaimed by the Court of appeal, it is one of so peculiar a character, that it cannot, in my opinion, govern the present case, which appears to be governed by well-settled rules and principles.

Without, therefore, expressing any opinion on several other points raised in defence, I am of opinion that, assuming that the defendant Gokuldás Mádhavji had, at the time of his purchase, notice of the plaintiff's equitable mortgage, yet that, deriving title under the Bank of Bombay, who were purchasers for value without notice, he holds the property in question free from the alleged

(1) 2 Wh. & Tud. 28. (2) 3 K. & Johns. 617. (3) Johns. 316.
(4) L. R. 7 Ch. Ap. 259.

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right of the plaintiff as equitable mortgagee under the deposit of title deeds of August 1865. The decree is that the plaintiff's suit be dismissed with costs.

[APPELLATE CIVIL JURISDICTION.]

June 19.

Special Appeal No. 184 *of* 1875.

KALOVA' KOM BHUJANGRA'V (DEFENDANT No. 1, APPELLANT) *v.* PADA'PA' VALAD BHUJANGRA'V (PLAITNFF, RESPONDENT).

Limitation—Act XIV. of 1859, *Section* 1, *Clause* 16—*Act IX. of* 1871, *Schedule II. Article* 129—*Declaratory decree—Suit to set aside adoption—Court Fees' Act No. VII. of* 1870, *Schedule II., Article* 17, *Clause* 5—*Act VIII. of* 1859, *Section* 15 —*Consequential relief.*

B died, leaving him surviving two widows, K and R. Some time after B's death, P, a son, was born to R on the 15th September 1848. Some time before P's birth, a portion of B's *watan* lands had been made over to K by the Revenue authorities. The remaining portion of B's *watan* lands was placed by Government under sequestration, which was not removed until 1865. Shortly after P's birth, R petitioned the Revenue authorities, claiming the *watan* lands of B for P as B's son. On the 15th February 1849, the Revenue authorities on enquiry held that P was not the son of B, and decided that K was entitled to retain the *watan* lands of B. On the 16th March 1872, K adopted a son BA. In a suit brought by P on the 4th December 1872 for a declaration that he (P) was the son of B, and for setting aside the adoption of BA by K, BA and K contended that the claim was barred by limitation under Act XIV. of 1859.

Held in special appeal that, the suit not being one to recover property but to set aside the adoption, was within time under that Act.

Held also that under the circumstances a suit for a declaratory decree would lie; for the plaintiff, even, if his claim to the property were barred as against K, would yet be entitled to obtain an injunction against any intervention of BA in performing the *shráddh* or other ceremonies for the benefit of B, or assuming the *status* of B's adopted son, and, moreover, the Legislature has in Act VII. of 1870 and Act IX. of 1871 recognized the right of a person to bring a suit to set aside an adoption as a substantive proceeding, independent of any claim to property.

THIS was a special appeal from the decision of S. Tagore, Acting Senior Assistant Judge at Kaládgi, in the district of Belgaum, reversing the decree of Mahádev Krishna, 2nd Class Subordinate Judge at Bágalkot.