

1874
 BHANOMUTTY
 CHOWDHURAI
 v.
 PREMCHAND
 NEOGEE.

ground, and that this special appeal ought to be dismissed with costs.

(1) *Before Mr. Justice Kemp and
 Mr. Justice Birch.*

The 11th December 1874.

SHEO GOLAM SINGH AND OTHERS
 (DEFENDANTS) v. RAMROOP SINGH
 AND OTHERS (PLAINTIFFS).*

*Notice of Foreclosure—Reg. XVII
 of 1806. s. 8—Assignee of Mortgagor.*

The assignee of a mortgagor, though purchaser of only a portion of the mortgaged property, is his "legal representative," within the meaning of s. 8, Reg. XVII of 1806, and as such entitled to notice of foreclosure.

Mr. C. Gregory and Baboo Mohesh Chundri Chowdhry for the appellants.

Baboo Chunder Madhub Ghose and Hem Chunder Bauerjee for the respondents.

THE facts of the case are fully stated in the judgment of the Court which was delivered by

KEMP, J.—THE plaintiff sued for possession of a 3-anna share in a 2-anna of Mauza Royputty; of a 3-anna 2-pie share in the entire 1/3-anna Mauza named Meerpore Bha-wal; of a 7-anna 2-pie share in 2/11-anna Mauza named Mothorapore Mahabal; of a 4-anna 2-pie share in one entire 9-anna Mauza named Mujhwa, appertaining to Mahal Roy-putty, Pergunna Kasmur, basing his right on the ground that he had foreclosed a deed of mortgage, dated the 14th of December 1879. He also sued to set aside an application and vakalutnama dated the 8th of February 1873, which he alleges were fraudulently filed by the defendant to

Appeal dismissed (1).

gain time without the plaintiff's knowledge. He estimates his suit at ten times the public revenue, and alleges that his cause of action arose on the 25th of November 1873, the date on which he foreclosed, and on the 15th of March 1873 the date on which he discovered the defendant's fraud in the matter of the petition and vakalut-nama mentioned above.

The plaintiff recites further that for a consideration of Rs. 9,600, the property was mortgaged to the plaintiff, and on a sum of Rs. 12,010-8 becoming due to the plaintiff, the plaintiff applied under the provisions of Regulation XVII of 1806 to foreclose; that previous to the date of the foreclosure, the plaintiff, upon the defendant's entreaties, twice granted him short periods of grace to pay the money; that the last period so granted expired on the 14th of November 1872, and that on the 25th of November of the same year the foreclosure was completed; that, although the defendant subsequently applied for further grace, the plaintiff refused to grant any further extension of time. Then the plaintiff sets forth the fraud alluded to above.

The mortgagors, defendants, did not appear in this appeal. They appear to be satisfied with the decision of the Court below. The appellant before us is a party who claims to be the legal representative of the mortgagor's quoad a certain portion of the properties hypothecated by the mortgagors. The first question, therefore, which we have to consider, is, whether a party in that position is entitled to redeem or

* Regular Appeal, No 287 of 1873, against a decree of the Subordinate Judge of Zilla Sarun, dated the 19th of August 1873.