INDEX

(CIVIL RULINGS).

Α.	APPEAL.—(Continued.)
ACT XIX. OF 1843. See Registration.	ed further evidence under Section 356, C. C. P., or pronounced judg-
ACT IX. OF 1847	ment on the evidence recorded 43
Refers to re-surveys and assessments by	(2) How one of two defendants may — in the absence of proof that they
Government as such; it does not interfere with the rights of Government	owned the disputed property in
as zemindar under Regulation XI. of	equal shares 68
1825 59	(3) Lower Appellate Court's omission to
ACT XL. OF 1858.	give its reasons for believing a
See Certificate (1)	witness disbelieved by first Court,
ACT VIII. OF 1859.	no ground for special — 106
See Code of Civil Procedure.	See Default.
ACT XIV. OF 1859.	See Jurisdiction (2)
See Limitation.	APPELLATE COURT.
ACT XXIII. of 1861.	(1) What the judgment of an — should
The "decision or order" mentioned in Section 27 confined to what kind of	contain 4
decrees 60	(2) Duty of — when reversing the judgment of a Lower Court 100
Act VIII. (B. C.) of 1862. See Dak.	(3) In a suit for share of ancestral pro-
Agency.	perty, where first Court tries whe-
(I) The fact of an agent being employ-	ther plaintiff ever had joint posses-
ed cannot affect the right of the	sion, and dismisses the claim as bar- red by limitation, the Lower — is
principal to receive money due	bound to try the same issue 101
to him 86	(4) An — has jurisdiction under Section
(2) A person choosing to act as a mook- tear or legal agent must submit	37, Act XXIII. of 1861, to separate
to the rules by which the dealings	mis-joined suits, and to try them
of such parties with their clients	separately 109
are regulated ib.	Arbitration.
(3) The interposition of a third party does	An order of reference to — should provide
not necessarily affect the fiduciary	for difference of opinion among the ar-
relation between the legal adviser and his client ib.	bitrators 4
ALLUVIAL LAND.	ARREARS.
(1) A strip of land which, in the dry	See Sale (2)
season only, is left dry between the	ASSENT.
permanent bank and the river, can-	In a suit for recovery of possession and for opening a water-course (defendant
not be private property until it rises	having raised the land and stopped
beyond high-water mark, so as to become fit for cultivation, and when	the water-course), plaintiff's —— to
it does so rise, the public will be	defendant's acts cannot be interred
entitled to the same access to the	from the fact of his not having objected. 107
river as before 41	ATTACHED PROPERTY.
(2) Right to — when vested in the owner	See Jurisdiction (9)
of the bed of the river, and when in	B.
the riparian owner 54 (3) An ijaradar is not entitled to accre-	Benamee.
tions of an older date than his own	(1) Effect of a - gift fraudulently execut-
farm 65	ed by a husband in favor of a wife 11
See Regulation XI. of 1825 (1)	(2) A creditor innocently holding pro-
ANCESTRAL DEBTS.	perty in pledge for the payment of
See Debt.	a debt, without notice of his debtor
APPEAL.	being a — owner for others, is entitled to maintain his lien and the
(1) A special—is not converted into a regular—, because the Judge record-	property in satisfaction of the debt 3
guiai , because me judge reemu-	C

BENAMEE.—(Continued.) (3) Deeds executed — in fraud of creditors where good, and where not good, as		COURTS OF JUSTICE.—(Continued.) respecting the merits of any case in which he is interested, either pending,	06
between the parties and their heirs See Circular Orders.	72	or likely to come, before the Judge	.86
Bond.	į	D.	
See Jurisdiction (7)	1	DAK. Putneedars not relieved of zemindary —	
Or cognates who succeed under Hindoo	ļ	charges by Act VIII. (B. C.) of 1862	6
law, where enumerated	13	Damages.	
BUTWARRAH		(1). Money — no compensation for injury	
Is conclusive between the shareholders	,	caused by obstruction to light and	
themselves only, and not between them	80	air	23
and under-tenants	i	(2) How to be regulated in a breach of indigo contract, where the failure	
C. Cause of Action.		has not been shewn to be owing to	
(1) Different suits may be brought on dif-		accident	62
ferent causes of action, although		(3) Cannot be claimed by a person who,	
the object to be gained is the same	2	through delay in assessing rent on resumed land, fails to obtain it from	
(2) How arising in a suit under Section	1	the date of resumption	69
18, Regulation VIII. of 1819	99	DEBT.	
Sce Joinner. CERTIFICATE.		A widow in possession under her husband's	
(1) Effect of the absence of a — under Act		will with a life-interest, and not the	
XL. of 1858, upon a natural guar-	l	estate, is liable under a decree for ances- tral debts	28
dian's right to be heard, as well as		See Renamee (2)	38
upon the Court's proceedings where he is heard		DECREE.	
(2) The private acts of a natural guardian	/1	Effect of sale of a — for possession, upon	
without a — under Act XI of 1858,		another — for mesne-profits	I 2
not vitiated by law	ib.	DREAULT.	
CHOWKEYDAREE LANDS.		Under what circumstances the sickness of	
See Onus Probandi (1)		a mooktear may be regarded as sufficient reason for — in an appeal	ΙĪ
CIRCULAR ORDERS. Sudder Court's C. O., dated 29th July		Dower,	• •
1809, not applicable to a case in which		See Mahomedan Law (1) (3) (4)	
the suit was dismissed on the ground		DYABHAGA.	
that the property in question belonged		See Hindoo Law (1)	
to a third party who repudiated all in- terest therein	102	E.	
Code of Civil Procedure.	102	ESCHEAT.	
Applies to execution taken out after it be-		See Government (1)	
came law, even though the decree		ESTOPPEL.	
was passed previously	83	When a person enters upon the lands of another, who has deceased without	
Section 2. See Res Adjudicata (1) Section 246. See Limitation (2)		heirs, the Government is not estopped	
Section 356. See Appeal (1)		from calling his title into question, al-	
Compensation.		though it may have allowed his entrance	
A putneedar is entitled to — on account of		and accepted revenue from him See Fraud.	13
lands in his putnee taken for public pur- poses, although there was no agreement		Evidence.	
to that effect	40	(1) The absence of erasures and alterations	
Contribution.	1	is no ground for admitting, as a	
See Co-Sharer.		true document, a palpable forgery	9
CONVEYANCE. See Fraud.		(2) Measurement papers of a zemindary	
Co-Sharer.		admissible as — under what cir- cumstances, and to what extent	26
The portion of Government revenue		(3) The fact of no regular suit having been	
payable by a - may be ascertainable		brought to obtain possession of	
even where his portion of a mehal		land in reversal of a revenue	
is not separate and specifically de- fined	60	award within three years of its confirmation is not conclusive —	
Courts of Justice.	.,,,	of title	59
A suitor should not communicate with a		(4) Of a husband or wife for or against	٠,
Judge in any other manner than by		each other, admissible in a civil	0-
public proceedings in open Court		proceeding	83
		đ,	

Execution.	INHERITANCE.
When a decree-holder, who has acquies-	See Bundhoos.
ced in an — order for the sale of certain	See Hindon Law.
property, credits only a portion of the	INTEREST.
proceeds in satisfaction of the de-	ls claimable on hoondees drawn at 111
cree, he is not entitled to have his lien	days' sight at Moorshedabad 85
declared upon other property 6	8 Intervenor.
F.	(1) A claimant, other than the defendant,
Foreign.	obstructing the execution of a de-
A judgment of a — Court is conclusive as	cree, must be looked upon, not as
between the parties when it cannot	an —, but as one of the substantial parties to the suit 82
be questioned upon the ground of	parties to the suit 82 (2) An intervention by a minor, and not
fraud or want of jurisdiction, or that	through guardian or friend, is not
it was unduly obtained 10	
FRAUD.	J.
A party claiming through another is not	Joinder.
at liberty to plead that other's - as	The claims of parties setting up different
against a defendant in possession who	leases from A, may be joined in one
claims under the fraudulent con-	suit brought by the purchaser of
veyance 3	the estate from A to see aside their
G.	leases, and to recover profits mis-
	appropriated by them 109
GIFT.	Judges.
See Benamse (1)	See Courts of Justice.
GOVERNMENT.	JUDGMENT.
(1) In the absence of any law of feudal	In a suit for share of joint ancestral pro-
escheat, the title of — to property on	perty, where defendants claim un-
failure of heirs rests on universal law 1	der a will, and deny that the pro-
(2) Party in possession of — lands not ne-	perty was joint, and the Court of
cessarily entitled to a pottah 5	first instance tries the question of
See Estoppel.	possession and dismisses the claim
H.	as barred by limitation, but the
••	Lower Appellate Court remands the case for trial on a different
HINDOO LAW.	issue, the order of remand is not an
(1) According to the <i>Dyabhaga</i> , a pa-	interlocutory order, but a 101
ternal uncle's daughter's son can- not inherit 10	See Appellate Count (x)
(2) According to the Mitakshara, a ma-	• • · · · · · · · · · · · · · · · · · ·
ternal uncle, or a father's maternal	JURISDICTION.
uncle, cannot inherit 1	(1) In respect to the decision, by a Revenue Court, of an incidental ques-
Hindoo Widow.	1 4:£ 4:41-
It is not necessary that a - should be	(2) A Small Cause Court has not—in a
maintained in the state in which her	suit for damages, where no special
husband would maintain her 6;	damage of a pecuniary nature is
HOONDEES,	alleged to have resulted. A special
And other similar negotiable mercantile	appeal lies in such a case 7
securities do not fall under Section	(3) In a suit by a putneedar for a share
5, Regulation XX, of 1812 98	of compensation paid by Govern-
See Interest.	ment to the zemindar on account
See Limitation (9) Hua Ajiri.	of lands taken for public purposes 40
See Mortgage (6)	(4) In a suit by one ryot against another
the morigage (0)	for the value of sand carried away
I.	from the former's land ib.
	(5) In a suit for the price of bricks carried away, to be awarded after declara-
IDOL.	Alam af alala as built at
Where a plaintiff and defendant are joint-	(6) As regards the recovery of money
ly entitled to the profits from an—, and	wrongly paid in execution of a de-
plaintiff has been obstructed by defend-	cree which was reversed 66
ant in the use and worship of the —, the former may claim a separation of	(7) A suit may lie on an instalment-bond,
rights and a removal of the — to his	notwithstanding the terms of the
one have in a satisfied	hond give the plaintiff a right to
-	execute it as a decree 81
Indigo Contracts.	(8) A Court hearing an appeal from an
See Damages (2)	order made by a Principal Sudder
	•

JURISDICTION.—(Continued.)	1	LIMITATION.—(Continued.)	
Ameen rejecting a plaint, because		ing that he was in possession, sues for	
the suit was within the Moonsiff's	1	cancelment of a survey award de-	
jurisdiction, may, at the same time,		marcating the land as a portion of	
direct the Principal Sudder Ameen	0	lands in defendant's possession	100
to try the suit as a Moonsiff	85	(11) Period of — under Clause 6, Section	
(9) In a suit to establish a right to pro- perty attached in execution under		1, Act XIV. of 1859, should exclude the date of the award	TOF
Section 246, Act VIII. of 1859, if	- 1	(12) How applied in a suit for recovery	105
plaintiff fails to make out his claim		of possession of land and for open-	
of right, he is not entitled to a de-		ing a water-course	107
cree on the ground that the order	- 1	(13) How governed in a suit in a foreign	,
of attachment was made without		Court	ib.
jurisdiction	99	(14) How applied to a suit on a foreign	
(10) In a suit for declaration of title un-		judgment	ib.
der a mourosee lease	105	Loan.	
T		See Right of Suit (3)	
L.		М.	
Lease.		Mahomedan Law.	
Holding over after expiry of —, how alone		(1) Under — money received by a wife on	
justifiable; where tenant has no		account of dower may be used by	
right to hold over, his occupation		her, during her husband's life, in	
is a trespass	24	the purchase of property as herown	7
See Right of Suit (3)		(2) Under what circumstances according	
LIGHT AND AIR,		to —, a will is valid as against an	46
See Right (1) LIMITATION.		heir	36
(1) In a suit to recover possession of pro-		(3) A verbal contract of dower for a large	
perty attached for sale, where the		sum is admissible only if proved by	110
sale was only of rights and interests		most clear and satisfactoy evidence (4) Nature of proof required to make out	110
in the loose way obtaining before		a customary dower	ib.
the C. C. P. came into force	34	MASTER.	ιο.
(2) How applied in a case in which inter-	34	A — cannot be compelled to retain a ser-	
venors claim a share of attached	l	vant whose honesty he thinks he	
propertý, but Court's decision		has reason to doubt	86
omits to define the respective shares		Mesne Profits.	•
of debtor and intervenor	35	The sale by a decree-holder of the right to	
(3) How applied when a man is dispos-	00	recover possession under one de-	
sessed by the Court in execution of		cree does not affect his right to re-	
an auction-sale, and how when he		cover, under another decree, — col-	
is dispossessed by the purchaser		lected during the judgment-debt-	
otherwise than through the Court	42	or's illegal occupancy	12
(4) How applied in a suit, brought after		See Right of Suit (1)	
Act XIV. of 1859 came into opera-		Minor.	
tion, to resume or assess invalid		Validity how to be determined, of a com-	
lakheraj created subsequent to 1790	53	promise effected by the natural	
(5) A plea of — need not be decided before the merits of the case can be		guardian of a — under which im- mediate possession was obtained of	
approached	61	half the property	7 I
(6) Under Clause 2, Section 1, Act XIV.	0.	See Intervenor (2)	,-
of 1859, does not refer to a suit for		Misjoinder.	
compensation for injury to land re-		See Appellate Court (4)	
sulting in the loss of crops	76	MITACKSHARA.	
(7) An appeal from an order returning a		See Hindoo Law (2)	
plaint not duly verified is inadmis-		Money-Decree.	
sible if presented after the expira-		See Execution.	
tion of the period limiting the plaint	81	Mooktears.	
(8) Clause 13, Section 1, Act XIV. of		See Agency (2) (3)	
1859, does not apply to a suit for	i	Mortgage.	
maintenance where the right to		(1) Effect of prior foreclosure by a subse-	
such maintenance is a charge on	ا . ه	quent mortgagee as regards the lien	
the estate of living persons	84	under the first mortgagee	1
(9) Clause 16, and not Clause 10, of Section 1, Act XIV. of 1859, applies to		Quære.— Whether the second mortgagee	
a suit by a holder of a hoondee		is the mortgagor's legal represent- ative for the purpose of foreclo-	
against the acceptor	98	sure under Section 8, Regulation	
(10) How applied when a plaintiff, alleg-	90	XVII. of 1806	ib.
() aron approx and a planting and		21, 11, 01, 1000	

f

Mortgage.—(Continued.)	REGULATION XX. OF 1812.—(Continued.)	
(2) Under what circumstances a second	other similar negotiable mercantile	
mortgagee has no just ground of	securities	98
complaint, if notice of foreclosure by the first mortgagee is not	REGULATION VIII. OF 1819.	
served on him 1	Section 18. See Cause of Action (2) REGULATION VI. OF 1823.	
(3) Effect of debtors not taking steps to	Section 5, Clause 4, where not appli-	
retain their equity of redemption	cable	62
after due warning that their pro-	REGULATION XI. OF 1825.	02
perty will be sold in satisfaction	(1) Section 4, Clause 1, refers to inter-	
of a decree 5	mediate tenants and to permanent	
(4) Effect of a judgment which, although	ryots, not to tenants from year to	
not in terms ordering the sale of	year	57
the mortgaged property, directs	(2) Rights of Government as zemindar	
that the mortgagee's claim should	under not interfered with by Act	
be granted 32	IX. of 1847	59
(5) A first mortgagee is not bound to warn a second mortgagee that he	Section 4, Clause 4. See Alluvial	
h = =	Lands (2) REGULATION IX. OF 1833.	
(6) No arrangement between proprietor	Section 9 does not bar a suit in the Civil	
and lessee can alter the essential	Court to set aside an award of survey	
character of a usufructuary -, or	authorities as null and void	70
relieve the mortgagee from the	REMAND.	79
liability of rendering an account 103	(1) The — of a case to a Lower Appellate	
	Court, for the purpose of stating	
O. O.	reasons for reversing a judgment	
Occupancy.	of the first Court, is no warrant for	
Liability of tenant occupying land after expiry of lease 24	the confirmation of that judgment	33
· · · · · · · · · · · · · · · · · · ·	(2) A — for local investigation should not	
Onus Probandi.	be ordered without sufficient	
(1) Where lands long possessed as chow-	grounds	47
keydaree chakeran are claimed as	See Judgment. RES ADJUDICATA.	
the private lands of the zemindar not set apart at the Decennial Set-	(1) Section 2, C. C. P., does not bar a suit	
tlament	to enforce a joint liability under a	
(2) When it is alleged that a person to	bond against several persons where	
whom property is bequeathed has	the object of the former suit was	
only a restricted interest therein 55	to make one of such persons alone	
(3) Where plaintiff sues as heiress-at-law	liable	50
of her father, and defendant sets	(2) A former judgment which, after decid-	•
up a title by adoption 78	ing the issues of both limitation	
P.	and right in favor of plaintiff, non-	
Possession.	suited him, is not conclusive in a sub-	
A Collector is not bound to grant a pottah	sequent suit as regards limitation RESUMPTION.	104
of Government lands to the party in 52	A zemindar may resume lakheraj land	
See Mesne Profits.	situated in a dependent talook, though	
Not to be rejected, because it is a koor-	the talookdar has no such right	43
	See Damages (3)	70
See Passessian	See Limitation (4)	
Procedure.	REVENUE.	
6 6 4 4 2 4	See Co-Sharer. Right.	
Putnee.	(1) A person is entitled to his ancient	
See Right of Suit (2)	light and air. Wilful obstructions	
	must be removed, but cannot be	
PUTNEEDAR.	compensated for by money	22
See Compensation.	(2) To take water, how governed	23 28
R.	(3) Of way is a right of passing, and not	20
REGISTRATION.	a general right to pass from one	
Act XIX. of 1843 does not give a regis-	point to another	49
tered kubala priority over a prior	(4) The purchaser of a puttee cannot de-	
unregistered mortgage, under which	stroy the rights of a tenant who held	
enjoyment has actually taken place 30	by pottah from the putteedar (5) The relinquishment of all rights and	76•
REGULATION XX, OF 1812.	interests in land exchanged does	
Section 5 is not applicable to hoondees or	tiol involve loca of a face	83

RIGHT OF SUIT. (1) A party fraudulently causing his property to be sold to another has (after the reversal of such sale) no —against that other for mesne-profits, whether the purchaser was or was not a party to the fraud (2) A holder under a durputneedar of a portion of a putnee estate has a right to sue for possession (3) Under what circumstances a person may sue to set aside an agreement under which he has lent money, on security of a lease of land subject to extension in the event of deficiency in the assets	58	SERVANT. See Master. SHARERS. The acts of the majority are not binding on the other — as to their own share of the property SPECIAL APPEAL. See Appeal (1) (3) T. TENANT. See Right (4) W. WIDOW. See Hindu Widow.	105
SALE. (1) A purchaser is not bound to prove the necessity of a — (2) A purchaser of an estate sold for arrears of revenue is not entitled to recover from the defaulter revenue paid for a period subsequent to date of — See Right of Suit (1)	75	 WILL. (1) Where property is bequeathed to any person, he is entitled to the testator's whole interest therein (2) A — devising property to a nephew nuslun bad nuslun, battun bad battun (from generation to generation) how to be construed See Mahomedan Law (2) 	55 6 7