

ameen should not be reversed and a decree be given against the present possessor of the property on which the petitioner holds a lien."

JUDGMENT.

On referring to the deed under which the debtor pledged his property to the plaintiff, we find that it is in the nature of a security bond for the repayment of the debt. The debtor at the same [954] time granted a lease of 60 beegas of land to the plaintiff for 11 years, and stipulated in express terms that meanwhile, or until the debt is paid, he will in no way alienate or dispose of the property. He has therefore in our opinion, under the pledge given, a lien on the property, and can follow it wherever it goes. We reverse that part of the principal sudder ameen's decision, which directs that the debt be satisfied from the sale-proceeds in deposit, and declares that in execution of the decree against the debtor, the property, upon which the plaintiff holds the lien, is liable.

The 1st June, 1857.

PRESENT: C. B. TREVOR, E. A. SAMUELLS AND D. I. MONEY, ESQRS.,
Officiating Judges.

CASE NO. 525 OF 1856.

Special Appeal from the decision of Moulvee Mahomed Nazim Khan, Principal Sudder Ameen of Dacca, dated 27th December 1854, affirming a decree of Baboo Obhoycoornar Dutt, Moonsiff of Nissiragunge, dated 31st June 1853.

SHAMSOONDUR SURMA CHUCKERBUTTEE AND KUMLAKANTH SURMA
CHUCKERBUTTEE (*Defendants*), *Appellants v.* JOOGULKISHORE
GOPE AND OTHERS (*Plaintiffs*), *Respondents.*

[*Joint suit by two persons for possession—Admission of defendant's title by one of the plaintiffs—Effect.*]

Two parties sued jointly for possession of an 8 annas share in a talook which was alleged to be the hereditary property of Ramdhone Mitter and of which Joogulkishore had purchased from Ramdhone a 4 annas share; the defendants in the suit pleaded that they had received the property in gift from Ramdhone's ancestors. Ramdhone afterward admitted the truth of defendants' statement and withdrew his claim.

Held, that the admission as to the gift made by their ancestors to the defendants, special appellants, stands good as regards the 4 annas sued for by him, Ramdhone, it cannot affect the rights of Joogulkishore his co-plaintiff; as far as regards the right of Joogulkishore the decision of the principal sudder ameen is correct, but that portion of his decree which decrees 4 annas of the property sued for to Ramdhone Mitter to which he has acknowledged that he had no valid claim, is reversed and the special appeal is decreed with costs against that person.

Vakeel of Appellants—Baboo Bhoobunmohun Roy.

Vakeel of Respondent, Joogulkishore Gope—Mr. R. Twidale.

Vakeel of Respondent, Ramdhone Mitter—Baboo Sreekanth Singh.

THIS case was admitted to special appeal on the 4th November 1856, under the following certificate recorded by Messrs. C. B. Trevor and E. A. Samuells:—

"The respondents, Ramdhone Mitter and Joogulkishore, sued jointly for possession of an 8 annas share in a certain talook, which was alleged to be the hereditary property of Ramdhone Mitter, and of which Joogulkishore had purchased from Ramdhone a 4 annas share. The defendants (special appellants) pleaded that they had received the property in gift from Ramdhone's ancestors. The moonsiff discrediting the evidence advanced in

support of this plea, decreed the claim in plaintiff's favor. The defendants appealed, and while the case was pending in appeal before the principal sudder ameen, [955] Ramdhone Mitter filed a petition, in which he stated that he had discovered the defendant's allegation to be true, admitted that his ancestors had made the defendants a gift of the property, and withdrew his claim. The principal sudder ameen, however, holding this proceeding to be collusive, and intended to defraud Joogulkishore, refused to allow any weight to Ramdhone's admission, and confirmed the moonsiff's decision in its entirety. We admit a special appeal to try whether he ought not to have excluded from his decree the 4 annas share, the claim to which had been abandoned by Ramdhone, inasmuch as the principal sudder ameen has awarded to Ramdhone property which he himself declares does not belong to him."

JUDGMENT.

The admission made by Ramdhone as to the gift made by his ancestors to the defendants, special appellants, stands good as regards the 4 annas of the property sued for by him; it cannot, however, on the finding of the principal sudder ameen as to its collusive nature, affect the rights of Joogulkishore; as far as regards the rights of this person, the principal sudder ameen's decision is correct; but it is altogether a mistake on the part of the principal sudder ameen to decree to Ramdhone 4 annas of a property, to which he in effect acknowledges that he has no valid claim; we therefore reverse that portion of the decision of the lower court, decreeing 4 annas of the property sued for to Ramdhone Mitter, and decree the special appeal with costs against that individual.

[956] *The 1st June, 1857.*

PRESENT: C. B. TREVOR, E. A. SAMUELLS AND D. I. MONEY, ESQRS.,
Officiating Judges.

CASE NO. 571 OF 1856.

Special Appeal from the decision of Baboo Dwarkanath Roy Bahadoor, officiating Principal Sudder Ameen of Tipperah, dated 18th January 1855, confirming a decree of Suyud Alee Hyder, Sudder Ameen of that district, dated 26th January 1854.

MUSST. JYETARRA AND TEWNEE (*Defendants*), *Appellants v.* MUSST. LAL BEEBEE AND OTHERS (*Plaintiffs*), AND RAMKUNYE BOSE, SUBBURAKAR, (*Defendant*), *Respondents.*

[*Suit to have deed set aside—Registration—Cause of action.*]

Held in concurrence with a previous ruling of the court, that the registry of a deed constitutes a substantial issuing and entitles the party whose rights are attacked by that deed and to whom injury has thereby accrued to sue to have that deed set aside.

Vakeel of Appellants—Baboo Kishensukha Mookerjee.

Vakeels of Respondents—Moulvee Aftabooddeen Mahomed and Baboo Sreeranth Singh.

THIS case was admitted to special appeal on the 25th November 1856, under the following certificate recorded by Messrs. C. B. Trevor and E. A. Samuells:—

"Plaintiff, Musst. Lal Beebee, sued defendant, special appellant, for the cancelment of a forged deed of sale. Defendant acknowledged the existence of