

and that plaintiff became endorsee thereof in August 1872 upon a contract between him and Gani, whereby the latter sold the bill, and as he says in his evidence, "I remained indifferent as I sold the note," that is the plaintiff agreed not to look to Gani for payment,—and plaintiff taking the responsibility of defendant alone gives for the note not only the full principal amount of the note but also all arrears of interest at 15 *per cent.* for 2½ years or so, less 450 Rs. This appears to me simply incredible. It does not appear that plaintiff had any special knowledge of the circumstances or solvency of defendant. On the contrary the note was 2½ years and upwards unpaid, *with interest* at 15 per cent. Yet plaintiff does not take the responsibility of the endorser, Gani! Plaintiff says that defendant told him two months, before that he gave the note and would pay in 10 months and there was some conversation about getting 1,000 Rs. taken off the note. I doubt this, but even so, it is clear notice to plaintiff that defendant was pressed, and I cannot believe that plaintiff ever gave the money for the note *bond fide*. I believe he is a mere name lender, and in this view I would also modify the decree as above.

1873.
August 15.
A. No. 11
of 1873.

Appeal allowed

Appellate Jurisdiction.(a)

Referred Case No. 58 of 1873.

VENCATACHELLA MUDALI *against* T. SASHAGHERRY RAU.

The Limitation Act (IX of 1871) does not give a new period of limitation to a suit on a bond which was barred by the old Limitation Act (XIV of 1859) before the new Limitation Act came into force.

THIS was a case referred for the opinion of the High Court by A. Naráyana Iyengar, the District Munsif of Chittoor, in Suit No. 477 of 1873.

1874.
January 5.
R. C. No. 58
of 1873.

No Counsel were instructed.

The Court delivered the following

JUDGMENT:—The Limitation Act (IX of 1871) does not give a new period of limitation to a suit on a bond which was barred by the old Limitation Act (XIV of 1859) before the new Limitation Act came into force.

(a) Present : Morgan, C. J. and Holloway, J.