

1873.
February 6.
Crim. Petn.
No. 43 of
1873.

The Sessions Judge has decided the case upon an illustration drawn from the new Contract Act, embodying a very old rule of law, that possession by the taker in good faith is no defence against the owner of a chattel whose possession was lost through theft.

The decision is inapplicable to the case, for money, and a note of this kind is in legal view money, does not stand upon the footing of other chattels (*Foster v. Green*, 7, H. & N., 881). In the language of the English law the property passes by mere delivery, and, in the interests of commerce and the security of human dealing, nothing short of fraud in taking an instrument payable to bearer will engraft an exception upon the rule (*Goodman v. Harvey*, 4, Ad. & El., 870). Here the Treasury was bound to cash the note and the original owner has no claim against it.

The order must be reversed.

Appellate Jurisdiction. (a)

Regular Appeal No. 119 of 1872.

VAKATY RAMAREDDY *Appellant.*

DUVVURU AYAPPAREDDY, and 9 others... *Respondents.*

An agreement between a landlord and tenant in the Presidency of Madras for more than one year is a pattah within the meaning of Act VIII of 1865, and consequently exempted from registration under Act XX of 1866.

1873.
February 28.
R. A. No.
119 of 1872.

THIS was a Regular Appeal against the decision of J. R. Cockerell, the Civil Judge of Nellore, in Original Suit No. 21 of 1871.

V. Sanjiva Rau, for the appellant, the 2nd defendant.
Miller, for the respondents, the plaintiffs.

The Court delivered the following

JUDGMENT:—The question referred to the full Court for decision was—

Whether an agreement between a landlord and tenant in the Presidency of Madras for more than one year is a pattah within the meaning of Act VIII of 1865, and consequently exempted from registration under the Act XX of 1866?

The Court decide the question in the affirmative.

(a) Present : Morgan, CJ., Holloway and Kindersley, JJ.