BOMBAY HIGH COURT

The Bank of Bombay

Vs

Fazulbhoy Ebrahim

(Norman Macleod, Kt., C.J. Shah, J.)

10.04.1922

JUDGMENT

Norman Macleod, C.J.

1. One Khakibhai Hemani, a Khoja Mahomedan of Bombay, died on or about the 4th October 1900 leaving a will dated the 26th September 1900. He appointed as executors and trustees thereof Currimbhoy Ebrahim. Labai his wife, and Joosab Peerbhoy his son-in-law, Probate was granted to Labai and Joosab on the 4th December 1901. By Clause 4 the testator directed that Rs. 50,000 should be expended in such manner as his trustees might consider proper for such purposes as might perpetuate his name.

2. By Clause 5 he bequeathed various legacies.

3. To Fazulbhai, the son of his daughter Fatmabai, he bequeathed Rs. 50,000 to be invested in Government Promissory Notes, Port Trust Bonds or other Government Security Debentures. The income was to be accumulated for Fazalbhai's benefit, the principal and income to be made over to him on his attaining the age of twenty-one. If Fazalbhai died before attaining the age of twenty-one, the moneys we to be handed over to his issue, but if there was no issue then over.

4. There were five other legacies of Rs. 30,000 each, Rs. 5,000 were to be set apart for the expenses of a Dharamsala, two houses were given to Labai on certain conditions, and the residue of the estate was also left to her.

5. On the 30th January 1902, the executor and executrix deposited with the Bank of Bombay Government Promissory Notes of the face value of Rs. 52,000, which were credited to their account No. 1 as executor and executrix of Khakibhai Hemani. On the same day account No. 2 was opened with a deposit of Government Promissory Notes of the face value of Rs. 32,000 and thereafter seven other accounts were opened with deposits of Government Promissory Notes of the face value of Rs. 31,000, 31,200 31,200, 31,200 31,200, 15,000 and 4,000 respectively. With

each deposit account there was a corresponding current account to which the interest was credited. We are only concerned with the deposit account No. 1 and the current account No. I, but the other accounts have been exhibited so that the Court might be asked to draw the inference that Labai and Joosab opened all these accounts in order to carry out the wishes of the testator with regard to the payment of the legacies.

6. On the 1st of February 1902, Labai and Joosab executed a general power of attorney in favour of the Bank.

7. On the 24th July 1802, probate of the will was registered with the Bank. In the register under the heading " Executors and Administrators " there is the following entry. "Labai the widow and Joosab Peerbbai the son-in-law of the deceased two of the executors named in the will reserving the right of Currimbboy Ebrahim the other executor named in the said will to come in and apply for probate."

8. In 1905, Labai died and all the various accounts were transferred to the name of Joosab as surviving executor, while he executed a power of attorney in favour of the Bank in the same capacity. Until May 1911, the interest on the Notes for Rs. 52,000 was re-invested so that the total of the Notes to credit of account No. 1 was Rs. 67,000.

9. On 17th May, Joosab appears to have asked for a loan of Rs. 45,000 on the security of Notes for Rs. 52,000 out of account No. 1. Accordingly a loan account to Joosab as surviving executor was opened while Notes for Rs. 52,000 were debited to account No 1 and credited to "advances account to Joosab Peerbhoy as surviving executor."

10. On the 16th August 1912, Joosab wrote to the Bank a letter (Exh. Q) which has been put in in a mutilated condition, but it is a request to sell the notes for Rs. 52,000 against which RS. 45,000 had been advanced at the bazaar rate.

11. Accordingly, on the 17th August 1912, the Bank sold the Notes, closed the loan account and transferred the balance of Rs. 4518-10-7 to No. 1 current account. By the 30th January 1913, the remaining Notes for Rs. 15,000 in account No. 1 had been sold and the proceeds credited to the current account. That account was drawn upon by Joosab until on the 3rd November 1913 it was exhausted.

12. Fazalbhai attained majority (eighteen years) on the 25th October 1913. He filed this suit on 18th October 1919 against the Bank praying that the Bank might be ordered to make good to him the sale proceeds of the Government Paper standing to the credit of the said account No. 1 together with interest. He submitted that the Bank had notice, actual or constructive, of the trust on which the Government Promissory Notes and moneys which stood from time to time to the

credit of the account No. 1 were held by Joosab. As the loan account was commenced in 1911 after a lapse of nine years from the date of the deposit, the Bank must have known that the loan was required by Joosab for his own purposes. That from the lapse of time and other circumstances the Bank was put on inquiry which would have disclosed to them the fact that Joosab was repaying to the Bank moneys which he drew for himself out of the trust fund, and that the Bank had either knowledge or reasonable suspicion that the said Promissory Notes were being applied by Joosab in breach of trust and that the Bank derived benefit from the breach of trust.

13. The defendant Bank in its written statement denied that the securities for Rs. 52,000 were deposited in trust for the plaintiff or that they represented the investment of his legacy. The current account was opened on the depositor's agreeing to comply with the Bank rules and by Rule 14 of which they had notice the Bank did not recognise trusts. If the Bank had had notice that the securities were held in trust the Bank would not have received the same. The Bank denied that it had notice of the actual trust and submitted that in law it had no constructive notice. It denied that it must have been put on inquiry for the reasons alleged by the plaintiff and it was under no obligation to inquire and fee to the application of the said moneys by Joosab. It had no knowledge or reasonable suspicion that the Promissory Notes were being applied as alleged, and it derived no benefit from the alleged breach of trust. Lastly, it was submitted that the claim was barred by limitation.

14. On these pleadings the parties went to trial. Out of the many issues raised the most important were:-

(1) Whether the Government Promissory Notes of Rs. 50,000 (sic) represented the investment of the plaintiff's legacy and were deposited in trust for the plaintiff ?

(2) Whether the Bank had actual or constructive notice of the alleged trust ?

(5) Whether the loan for Rs. 45,000 was required and taken by Joosab for his own purposes and not for the purposes of the legacy or the estate ?

(8) Whether there were sufficient circumstances to put the Bank on inquiry ?

(9) If so, whether such inquiry would have disclosed that Joosab was as alleged repaying to the Bank money which be drew for himself out of the trust funds and in breach of trust ?

(10) Whether the Bank were guilty of such negligence as to impute to them constructive notice of the alleged breach of trust and misapplication ?

(13) Whether any personal benefit to the defendant Bank was designed or stipulated for when

such moneys were taken by Joosab ?

(14) Whether the claim was barred by limitation ?

15. The evidence called by the plaintiff to prove his claim was extremely meagre.

16. His father proved his age.

17. The plaintiff himself said :I am now aware that my grandfather left a legacy, I know Joosab Peerbhoy. Ho was my mother's sister's husband. I demanded my legacy from Joosab. He has not given it to mo He led mo to understand that ho was not in a position to pay. He is more or less an insolvent.

18. In cross-examination he said:I demanded the legacy in 1917 or 1918, probably at the end of 1917 or in the beginning of 1918. I had no suspicion then that he was not in a position to pay. About the end of 1918 or beginning of 1919 1 came to know he was not in a position to pay.

19. The rest of the plaintiff's evidence consisted of the various accounts opened with the Bank, certain correspondence, the petition for probate, the probate itself, powers of attorney given to the Bank by Labai and Joosab, and by Joosab, and the Register of Probate in the Bank's Books.

20. The Bank called an Accountant to prove the rules of the Bank for current accounts. The most important witness in the case would have been Joosab but he was not called. There was no evidence that he was not in a position to pay the legacy except the plaintiff's statement that he had been given to understand by Joosab that it could not be paid. There was no evidence to explain the opening of the various accounts in the Bank, or to show what became of the moneys which were withdrawn, although it may be presumed that Joosab kept accounts as executor. The members of the family must have been perfectly well aware of the contents of Khakibhai's will. The plaintiff took a vested interest in the legacy and though under the will it was not payable until he became twenty-one he was entitled in law to demand it when he attained the age of majority. If Joosab has misappropriated the legacy it is not unfair to assume that the family knew what he was doing. But without putting the necessary facts before the Court, the plaintiff asked the Court to draw every inference against the Bank from the accounts opened by Joosab with the Bank, and so make the Bank liable for the defalcations of his uncle. The learned trial Judge came to the conclusion that Labai and Joosab had divested themselves of their office as executor and executrix and continued to be trustees from 1902. Then no notice was required to be given to the Bank that they had deposited those moneys as trustees. The Bank dealt with Joosab and in dealing with him the Bank took those moneys subject to all the infirmities Joosab had in them. When the Bank made the loan of Rs. 45,000 and took as security the pledge of Government Paper for Rs. 52,000 the Bank was taking such ownership as Joosab could give. As he had no

power to deal with the Government Paper, the plaintiff was entitled to recover it. But with regard to the Government Paper for Rs. 15,000 the learned Judge thought that as it was not pledged, the Bank was not aware that Joosab was committing a breach of trust and so was not responsible for it. The inconsistency in the argument is obvious, for if the Bank had notice that the 52,000 Government Paper was held in trust, they also had notice that the accretions thereto were held in trust, but the whole basis of the judgment rests on the loan of Rs. 45.000 to Joosab. It he had asked the Bank to sell the Government Paper and pay in the proceeds into current account No. 1 and even if he had then withdrawn the proceeds it would appear that the Bank would not have been held liable.

21. The very important question of limitation has hardly been considered. No doubt it Article 120 of the Second Schedule of the Indian Limitation Act was applicable the suit was filed in time but no reason is given for the decision that Article 120 was applicable.

22. Without any finding on the issues a decree was passed for the plaintiff for 3 1/2 per cent. Government Paper for Rs. 52,000 face value with interest at 3 1/2 per cent, from the date of deposit with six monthly rests. The learned Judge evidently thought that the case of Attenborough v. Solomon [1913] A.C. 76 was absolutely on all fours with the present case and failed to realise that the two cases were entirely different. The result is that we have no findings on some of the most important issues.

23. In *Attenborough v. Solomon*[1] a testator by his will after appointing two persons executors and trustees and giving pecuniary legacies gave his residuary estate to his trustees upon trust for sale and distribution as therein mentioned. Fourteen years after the testator's death one of the executors without the knowledge of his co-executor pledged certain plate forming part of the residuary estate with a firm of pawn-brokers who had no notice that he was not the absolute owner thereof, and misapplied the money so raised. All the debts and legacies had been paid and the residuary account had been passed within one year of the testator's death, but the residuary estate had not been completely distributed. On the death of the pledgor the transaction was discovered and an action was brought by the co-executor and a new trustee against the pawn-broker to recover the pledge. It was held that from the residuary account, Mr. J.B. Solomon, the surviving executor, regarded the debts as having been all paid and the estate as ready to be held upon the trusts of the will which affected it in the hands of the trustees. The true inference from the facts was that the executors considered that they had done all that was due from them as executors and were content when the residuary account was passed that the dispositions of the will should take effect. The residuary estate including the chattels in question thus became vested in them as trustees. Their title to the chattels pledged as executors had ceased to exist. By the contract of pawn the property remained in the bailor, and the bailee simply took at the outside a

right to the possession dependent on the validity of title of the bailee. Then the pawn-brokers got no title to the plate, since the executor when he bailed it over had no property to pass as executor, and they got no contractual rights which could prevail over the trustees who were the true owners and in a position to maintain the action, which under the old form would have been an action of trover or detinue to recover possession of the chattel free from the restrictions on the right to reclaim possession which were sought to be imposed by the contract between the pledging executor and the pawn-brokers.

24. If Joosab holding Government Paper as one of several trustees had pledged it with the Bank in his own name to secure an advance to him personally and the Bank still retained the Paper, then the property in the Paper remaining with the trustees they might be able to recover it from the Bank free of the advance, but if the Bank had sold the Paper to repay the advance then the question of notice of the trust would become of the utmost importance.

25. By Section 63 of the Indian Trusts Act "where trust-property comes into the hands of a third person inconsistently with the trust, the beneficiary may require him to admit formally, or may institute a suit for a declaration, that the property is comprised in the trust, Where the trustee has disposed of trust-property and the money or other property which he has received therefor can be traced in his hands, or the hands of his legal representative or legatee, the beneficiary has, in respect thereof, rights as nearly as may be the same as his rights in respect of the original trust property."

26. By Section 64 "nothing in Section 63 entitles the beneficiary to any right in respect of property in the hands of (a) a transferee in good faith for consideration without having notice of the trust, either when the purchase-money was paid, or when the conveyance was executed, or (b) a transferee for consideration from such a transferee." These sections would only apply if the Government Paper was transferred to the Bank, but there is no evidence with regard to this, and from the fact that Joosab asked the Bank to sell, it may be inferred that the Paper remained in his name. If there was merely a pledge of the Government Paper then if Joosab had no title to it as executor, and the Bank in good faith delivered it back to him, or according to his directions, under Section 166 of the Indian Contract Act the Bank would not be responsible to the owners in respect of such delivery.

27. The case of Attenborough v. Solomon is only an authority for this proposition, that if a pawn-broker takes in pledge from A an article which belongs in fact to B, he must return it on demand to B free of the amount advanced. What is his liability if he has already sold the article at the request of A and repaid himself his advance is an entirely different question. This brings me to the question what is the plaintiff's cause of action and on the answer depends the period of limitation for the plaintiff's suit. Assuming everything against the Bank, it would appear that the

suit is either one for conversion (Article 48), or for money had and received to the plaintiff's use (Article 62).

28. The complaint is that the Bank holding Government Paper for Rs. 52,000 held in trust for the plaintiff of which trust it had constructive notice sold it, and parted with the sale proceeds. In either case the period of limitation would be three years, and the plaintiff's suit is barred, for he made no attempt to prove that time did not begin to run against him until within three years of the suit. But apart from the question of limitation there are many other difficulties in the way of the plaintiff.

29. The Court was asked to infer that Labai and Joosab had assented to all the legacies mentioned in the will when they opened the various accounts with deposits of Government Paper approximating to the amounts of the legacies. Against this the Advocate General argued that under Clause 4 of the will the executors were to spend Rs. 50,000 in such manner as they might think in perpetuating the name of the testator, and there was nothing to show that the 52,000 Government Paper deposited in account No. 1 was not intended to meet that request of the testator. It may be very fairly argued on the other side that the probabilities are vastly in favour of their contention that account No. 1 was opened for the appropriation of the plaintiff's legacy, but the person who could have set all doubts at rest was Joosab, and when a fact can be proved by a witness who can be called and is not called, is the plaintiff entitled to rely on an inference which however plausible and probable is not the only possible inference ? If Joosab were dead it would be a different matter, and it came as a surprise to me when I ascertained towards the end of the argument that he was still alive, as it never occurred to me, if he was alive, that his evidence would not be on the record. Strictly speaking if the Government Paper was held in trust, the trustee or trustees would still be the true owners and the proper persons to sue for its recovery, However that may be, it is necessary to deal with the case on the footing that Labai and Joosab deposited the Rs. 52,000 Government Paper to meet the plaintiffs legacy and so became trustees thereof. The learned Judge seemed to think that if they were trustees the question of notice to the Bank became irrelevant. But it is certainly of the very greatest importance in a suit, not to recover the trust property, but for damages for conversion or for money had and received to the plaintiff's use. For the trustees would not be bound to keep the trust property with the Bank and even if the Bank had notice of the trust, it would not be liable if the trust property were afterwards misappropriated unless it could be proved that the Bank was privy to the breach of trust.

30. Now it cannot be said that assuming there was a trust the Bank had actual notice of it. It accepted the various accounts in the names of Labai and Joosab as executor and executrix, and as such Labai and Joosab had absolute power to deal with the accounts and the Bank would not be liable if they dealt with them against their duties as executor and executrix. But it is said the

Bank was put on inquiry. The opening of nine accounts by the executor and executrix was most unusual, the Bank should have called for a copy of the will, and then it would have ascertained that various legacies had been bequeathed therein, that these various accounts must have been opened in respect of those legacies, and consequently Labai and Joosab were no longer executor and executrix and had become trustees, so that the Bank would become liable for any wrong dealing by them with those accounts. That even if the Bank was not put on inquiry at once, the fact that the accounts were continued, that each deposit investment account had a corresponding current account to which the interest was credited, and that this continued for nine years in any event put the Bank on inquiry to ascertain the reason for their client's conduct. No authority for such an extension of the doctrine of constructive notice has been cited, and it seems to me that if a Bank was bound to take notice of the number of accounts an executor opened and the length of time such account was continued, so that in self protection it would be necessary to send for him and ask him to explain his dealings with the estate in his charge as executor, it would result in Banks refusing to have any dealings with constituents as executors But with regard to the advance of Rs, 45,000 it has been argued that at any rate, considering the Rs. 52,000 Government Paper had been in deposit with it for nine years with the interest being accumulated and re-invested, the Bank should have asked Joosab why he wanted the advance ; he would then have said the account was in his name as executor and he was entitled to deal with it as he pleased. Even if the Bank had not been satisfied and had called for a copy of the will, it could not have forced Joosab to say that account No. 1 was appropriated to the plaintiff's legacy. At the same time I know of no authority which would justify such inquisitorial proceedings by a Bank.

31. The liability of a Bank to honour a customer's cheque appears to be absolute unless it can be shown that the Bank is privy to an intent to misapply trust funds.

32. In *Gray v. Johnstone*[2] a banker had acted as such to T.J., who carried on business with his son-in-law under the style of J and M, but his accounts with them were kept in the name of T.J. T.J. died leaving a will by which he bequeathed all his property to the use of his wife for life and after her death to be divided amongst their children as she might think fit. Part of this property consisted of Life Policies which were put in the hands of the bankers together with probate of the will. They recovered the amount of the Policies, made up their accounts and after deducting their unsettled claim declared a certain sum to remain due from themselves to the executrix. She continued her husband's business with his late partner and a new account was opened with the bankers in the name of the new firm and she as executrix drew a cheque for the amount stated to be due to her and paid it in to her banker to bo credited to the firm, and it was so credited and paid out; by means of cheques drawn by the new firm. It was held that these circumstances were not in themselves sufficient to show that a breach of trust had been committed and that the banker knew of the intention to commit the breach so as to render them liable on a suit by the

children of the testator to replace the money. Lord Cairns said at p. 11 :

I say that the result of those authorities is clearly this: in order bo hold a banker justified in refusing to pay a demand of his customer, the customer being an executor, and drawing a cheque as an executor, there must, in the first place, be some misapplication, some breach of trust, intended by the executor, and there must be in the second place, as was said by Sir John Leach, in the well known case of *Keane v. Robarts*[3] be proof that the bankers are privy to the intent to make this misapplication of the trust funds. And to that 1 think I may safely add, that if it be shewn that any personal benefit to the bankers themselves is designed or stipulated for, that circumstance, above all others, will most readily establish the fact that the bankers are in privity with the breach of trust which is about to be committed.

33. The learned Judge seems to have thought the Bank derived personal benefit by repaying the loan account out of the sale proceeds of the Government Paper. On the face of it the Bank was entitled to advance money to Joosab as executor on securities deposited with them by him as executor, and there would be nothing wrong in their acting on his instructions as executor to sell the securities and credit the loan account with a sum sufficient to square it. If the Bank had advanced money personally to Joosab and repaid themselves by the sale proceeds of Government Paper lodged with it by Joosab as executor, or if the advance had been made to Joosab as executor and was repaid by the sale of Government Paper which the Bank knew was held by him in trust, then it might be said that the Bank derived personal benefit from the same, and that would certainly go a considerable way to establish the fact that the Bank was privy with the breach which was intended to be committed. But, in my opinion, the plaintiff has not proved any of the facts which he was bound to prove before he could succeed against the Bank. Joosab, the person alleged to be guilty of the actual breach of trust, ought to have been a defendant in the suit, or at least, if he was not made a party, he should have been called as a witness. We are asked to infer, though we do not know for certain, that the Bank held the plaintiff's legacy. No attempt has been made to prove that Joosab held as trustee the plaintiff's legacy or that if so the trust property could not be followed. It has not even been proved that Joosab cannot pay the legacy, or that even if he cannot pay now he could not have paid it in 1913. It is not sufficient for the plaintiff to say "Joosab led me to understand that he could not pay. He is more or less insolvent," in order to found a claim against the Bank Six years after the legacy was payable.

34. On the issues I have set out above I would hold as follows :-

1. There are facts from which the Court might infer that the Notes for Rs. 52,000 represented the investment of the plaintiff's legacy, but the witness who could have proved this positively has not been called, and such being the case the Court is not bound to draw the inference suggested by the plaintiff.

2. The Bank has neither actual nor constructive notice of any trust, if there was a trust.

5. No answer in the absence of Joosab's evidence.

8. In the negative.

9. Unnecessary.

10. In the negative.

13 In the negative.

14. In the affirmative.

35. I think the appeal should be allowed and the plaintiff's suit dismissed with costs throughout.

Shah, J.

36. I entirely agree. I desire to add a few words with reference to two points,

37. First, as regards limitation, it is clear that the point was not properly argued by the parties before the trial Court. Before us the appellants have relied upon Articles 48 and 62 and the plaintiff has relied upon Article 133 as being applicable to the facts of the case. Article 120, which has been held by the trial Court to apply, has not been seriously relied upon by the plaintiff's counsel. Article 133 clearly has no application, as the suit is against the Bank holding the Government Paper as security for the loan to Joosab as the surviving executor. It is not suggested that the Bank bought the Government Paper and in the course of the argument it was admitted that the Bank did not buy the Government Paper in question. On the strength of certain decisions bearing on Article 134 it has been argued by Mr. Desai that a purchase would include a mortgage and that the article would apply to the Bank as pledgees from a trustee. This contention is opposed to the decision in *Abhiram Goswami v. Shyama Charan Nandi*[4] and there was no change in the wording of Article 133 as there was in Art, 134 when the Indian Limitation Act of 1908 was passed, to indicate any change in the scope of Article 133. It seems to me that in view of the relief claimed by the plaintiff Article 48 would apply. But if it is to be treated as a suit for money received by the defendants as sale proceeds and properly payable to the plaintiff Article 62 would apply. In either case the claim is clearly time-barred. It was argued with reference to Article 48 that there was nothing to show that the plaintiff had the necessary knowledge more than three years prior to the date of the suit. The defendants pleaded limitation and it was for the plaintiff to prove the facts which would bring the claim within time. The plaintiff has not stated anywhere that ho had not the necessary knowledge as to the possession of the property. Having regard to the circumstances of the case it is quite a fair inference, in the absence of any statement

to the contrary, that the plaintiff knew on his attaining majority that the Government Paper had been with the Bank and had been sold by the Bank at the instance of Joosab. It is significant that the learned counsel for the plaintiff has not asked for any opportunity now to show that on the footing of Article 48 being applicable the plaintiff acquired the necessary knowledge within three years of the suit, on the ground that for want of a specific plea as to Article 48 he omitted to adduce the necessary evidence on that point.

38. The second point relates to the merits of the case. Mr. Desai relied upon the following observations of Lord Westbury in *Gray v. Johnstone*[5]:-But then it has been very well settled that if an executor or a trustee who is indebted to a banker, or to another person, having the legal custody of the assets of a trust estate, applies a portion of them in the payment of his own debt to the individual having that custody, the individual receiving that debt has at once not only abundant proof of the breach of trust, but participates in it for his own personal benefit.

39. It has been urged that these observations apply to the facts of this case. In the first place there is nothing on the record of this case to show that Joosab applied the assets of the trust estate in the payment of his own debt at the time. The loan account of Joosab was in his capacity as an executor: and the account No. 1, from which the security was taken, was also in his name in that capacity. In the absence of the accounts of the estate of the deceased Khakibhai kept or rather presumed to have been kept by the executors and in the absence of any evidence of the surviving executor, it could not be assumed that he applied a part of the trust estate in the payment of his own debt. Secondly, there is nothing to show that the Bank had actual notice of the trust or of the misapplication of the funds, Even assuming in favour of the plaintiff that the Bank knew or ought to have known that the surviving executor was a trustee and that account No. 1 related to a trust estate there is nothing in the nature of his dealings with the Bank to show that he was using the trust assets for any improper purpose at the time. It is difficult to understand on what principle the Bank could be expected to know the dealings of Joosab with the estate of the deceased and to realise that the loan account in his name as an executor was his own personal debt, Even now we have no means of ascertaining it: and it is hardly possible to accept the contention that the Bank must be deemed to have constructive notice of what is not clear even on the present record. I do not think that the observations in Gray v. Johnstone can help the plaintiff in this case The plain position, so far as the Bank is concerned, seems to be that Joosab dealt with them as an executor throughout and that they had no means of knowing and in view of the nature of the dealings with them were under no obligation to inquire as to whether Joosab was acting properly as an executor or a trustee at the time he withdrew the trust funds from the Bank in his capacity as an executor. The Subsequent dealings by Joosab with the trust fund after he withdrew it from the Bank, however improper, cannot affect the Bank in any way.

Cases Referred.

1[1913] A.C. 76
2(1868) L.R. 3 H.L. 1, 11
3(1819) 4 Madd. 332,357
4(1909) L.R. 36 I.A. 148 ; 11 Bom. L.R. 1234
5(1868) L.R. 3 H.I. 1, 14