

Raja Srinath Rai and others - - - - - *Appellants*

*v.*

Maharaja Pratap Udai Nath Sahi Deo - - - - - *Respondent*

FROM

THE HIGH COURT OF JUDICATURE AT PATNA.

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JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE OF THE  
PRIVY COUNCIL, DELIVERED THE 25TH JULY, 1923.

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*Present at the Hearing :*

LORD SUMNER.  
LORD PHILLIMORE.  
SIR JOHN EDGE.  
MR. AMEER ALI.

[*Delivered by MR. AMEER ALI.*]

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The suit which has given rise to this appeal was brought by the plaintiffs on the 28th July, 1908, in the Court of the Subordinate Judge of Ranchi under the following circumstances. The plaintiff Srinath Roy purchased on the 15th September, 1899, in execution of a mortgage decree, Pargana Bundu, a property lying within the estate of Chota Nagpur. The second and third plaintiffs are Srinath Roy's brothers and interested in the purchase, whilst the fourth is an assignee of a share in the property in question. It appears that in 1895 the first three plaintiffs advanced a large sum of money to one Tikait Jagannath Roy, since deceased, who was then in possession of the property, on a mortgage of the same. The document of mortgage bears date the 2nd of August, 1895. In default of payment a suit was brought, and a decree obtained upon it in October, 1898.

The sale proclamation was issued on the 20th of July, 1899, and the sale held, as already stated, on the 15th of September,

1899. The plaintiff Srinath Roy obtained the sale certificate on the 20th of January, 1900. He claims that Pargana Bundu was the absolute estate of his mortgagor and that he is entitled to it by virtue of his purchase.

The defendant is the Zemindar of the Chota Nagpur estate, and his contention is that the property in question was a jagir tenure held by Jagannath defeasible on failure of the lineal male line of the grantee, and the plaintiffs' mortgagor having died without leaving any male issue, he has resumed the same, as he was lawfully entitled to do.

In 1903 the Bengal Government directed, under Chapter X of the Bengal Tenancy Act, the preparation of a Record of Rights in respect of the Chota Nagpur estate. The Settlement Officer, Mr. Lister, in pursuance of the instructions of the Government, and in accordance with the provisions of the Tenancy Act, instituted a careful and minute enquiry relating to the tenures and other subordinate tenancies within the Chota Nagpur estate. Section 102, Clause X, requires the Settlement Officer to include among other particulars "the special conditions and incidents, if any, of the tenancy" regarding which the enquiry is being held. Mr. Lister, accordingly, made in the Register of tenancies, technically called the *Khewat*, the following entry against Pargana Bundu :—

"Col. 4.—Nature of rights—Jagir Khidmat (that is, service tenure resumable).

"Col. 5.—Resumable or not—Kabil-zabti.

"Col. 11.—Remarks—'Yeh Jagir Tekait Basdeo Rai, hasil kiya is shart par ke Patra Putradik bhog kare.'

"The entry in the column of remarks is intended to mean that the tenure is Putra Putradik and derived from Basdeo Rai."

Basdeo was the grandfather of the mortgagor. It is to be noted that the words *Putra Putradik* denote descent in the direct male line. The entry rendered into English runs thus :—"This jagir was obtained by Tekait Basdeo Rai on condition of enjoyment in the direct male line."

Section 103 (b) of the Tenancy Act provided that :—

"A certificate, signed by the Revenue Officer, stating that a record-of-rights has been finally published under this chapter, shall be conclusive evidence of such publication; and every entry in a record-of-rights so published shall be presumed to be correct until the contrary is proved."

The plaintiff accordingly brought this suit in the Court of the Subordinate Judge of Ranchi to set aside the order of the Settlement Officer referred to above, and to obtain a declaration that Pargana Bundu was held as an independent estate by the ancestors of his mortgagor from a time previous to the Permanent Settlement made by the Government with the Maharaja of Chota Nagpur, that it was incorporated as a *Shikmi* or dependent Taluk in such settlement with the Maharaja merely for the payment of the revenue through him, that the subsequent grant made by the

Maharaja to Basdeo Roy referred to in the Settlement Officer's entry was not consequent upon a resumption or fresh settlement, but was a mere continuance of the old status. The defendant, the Maharaja, pleaded that Pargana Bundu was never an independent estate; that it was a mere jagir or tenure resumable on failure of the direct male line, and that the last holder in the direct line having died in 1847 without leaving any male issue, he (the Maharaja) made a new grant to Basdeo Roy, by which Basdeo clearly acknowledged that the tenure was resumable on failure of the lineal male line of the grantee.

A number of issues were framed by the Subordinate Judge, all of which relate to the nature of the property in suit, viz., whether it was a resumable jagir, or was an independent estate held by the ancestors of the plaintiffs' mortgagor and was incorporated in the Zemindari of the Maharaja of Chota Nagpur as a *Shikmi* or dependent taluk, with its revenue payable through the Maharaja. The fourth issue related to the character of the grant made to Basdeo Roy. The judgment of the Subordinate Judge who first tried the case was reversed on appeal by the High Court and the case was remanded for a fresh trial. The Subordinate Judge before whom the case came for hearing the second time rests his judgment almost entirely on the non-production by the defendant of the *kabuliat*, which it was alleged was executed in 1794 by the holder of the jagir at the time. The Subordinate Judge held that Pargana Bundu was the absolute estate of the jagirdar when it was incorporated in the Maharaja's estate, and that since its incorporation its revenue only is payable to Government through the Zemindar. Had it been otherwise, says the learned Judge, the Maharaja would have produced the *kabuliat* given to him by the jagirdar. He also accepted the contention of the plaintiffs that the grant made by the Maharaja to Basdeo in 1849 was not a new settlement but only a continuance of the old jagir. He accordingly decreed the plaintiffs' claim.

The following passage in the Subordinate Judge's judgment shows the trend of his mind in dealing with the case. He says :—

“ Taking the broad facts of this case, it appears that the Bundu Raj Estate existed from time before the accession of the British Government. This estate was gained by conquest and the Raja was made to execute *Kabuliyat* in favour of the Maharaja of Chota Nagpur agreeing to pay Government Revenue through him. This estate is heritable as well as transferable. The plaintiffs obtained this property by mortgage and afterwards at a sale purchased it in execution of the decree obtained on this bond. The origin of the Bundu Estate is unknown. The defendant has not produced the *Kabuliyat* executed by these Rajas in favour of his ancestors. Under these circumstances, it is not unreasonable to hold that the Bundu Raj Estate is a permanent tenure and is not resumable. The Maharaja has failed to prove that he ever had any right or title to this Pargana. I therefore find Issues Nos. 2, 3 and 4 in plaintiffs' favour. I find that Bundu Raj Estate is not a resumable tenure.”

And in the decree he declared as follows :—

“ Pargana Bundu was held as an independent estate by the ancestors of Raja Haridas Roy prior to the Permanent Settlement, and that Raja Basudeo Roy succeeded Raja Haridas Roy as his nearest heir and agnate and that the status of Bundu Raj Estate was not affected by the Permanent Settlement.”

The defendant appealed to the High Court of Patna, which, on the 29th March, 1920, reversing the decree of the Subordinate Judge, dismissed the plaintiffs' suit. The learned judges of the Appellate Court remarked, not without reason, that the trial Judge in his treatment of the case had placed on the defendant the burden of showing that the entry in the record of rights was correct, whereas it lay on the plaintiffs to show that it was erroneous. And after a close and detailed examination of the respective contentions and of the evidence they came to the conclusion that the plaintiffs had failed to establish that the entry made by the Settlement Officer in the Record of Rights was wrong. They further held that the grant by the Zemindar in 1849 was not a continuation of the old tenure, which came to an end on the death of Haridas Roy in 1847 without leaving any male issue, and that the subsequent grant to Basdeo Roy was a new settlement and that the tenure was a resumable tenure. They accordingly, as already stated, allowed the appeal and dismissed the suit.

The present appeal to His Majesty in Council is by the plaintiffs. The contentions on their behalf have proceeded on the same lines as those which found acceptance with the Subordinate Judge. It is contended in the first place that the jagirdar or raja of Bundu was an independent chief ; and that although on its conquest by the British, Bundu was incorporated with the Zemindary of Chota Nagpur and its revenue was made payable through the Zemindar, it never lost its character of an independent estate, and that it has always retained that character. Consequently, it is urged, the Maharaja of Chota Nagpur has no right to resume it and that the plaintiffs are entitled to a decree by setting aside the revenue entry.

It is impossible to ascertain at this distance of time with any approach to precision the status of the chiefs of Bundu in relation to the Maharajas of Chota Nagpur before the establishment of British rule. The Chota Nagpur estate appears from the evidence on the record to extend over an area of several thousand square miles, situated in a tract of country more or less covered with jungle. It further appears from the evidence of Mr. Peppe, the Manager of the Chota Nagpur Estate, that within the ambit of this vast estate there lie some 1,000 jagirs. Beyond the statements contained in the Report of Mr. Webster, who was at one time in charge, on behalf of Government of the Chota Nagpur Estate, and in other reports made by other officers in the course of their official duties, there is no record of the earlier history of these jagirs, when or how they came into existence and in what relation they

stood to the Maharajas. In 1765, with the grant of the Dewani by the Emperor of Delhi to the East India Company, Chota Nagpur, as a part of Behar, came into British hands. It appears that in 1771 or 1772 a temporary settlement of revenue was made by the East India Company with the Zemindar of Chota Nagpur. The last settlement with him was contemporaneous with the well-known Decennial Settlement in 1789, and this settlement, under the provisions of Bengal Regulation VIII of 1793, was made permanent. The Maharaja's Zemindary is now, accordingly, a permanently settled estate. About this time Chota Nagpur appears to have been in a very disturbed condition; whether the jagirdars were refractory subordinates of the Maharaja or rebellious independent chiefs, it is beyond dispute that the holder of Pargana Bundu, along with other pargana chiefs, was reduced to subjection by British forces and his jagir was incorporated with the Zemindary of Chota Nagpur, and he was made liable to pay his rent to the Chota Nagpur Zemindar. This is said to have happened in 1794, and this rent, which appears to have been slightly increased in later times, has been regularly paid to the Zemindar.

It is urged on behalf of the plaintiffs that as the jagirdar of Pargana Bundu never paid revenue to the Maharaja before its incorporation in his Zemindary, his contribution towards the revenue cannot be treated as rent. And it has been strenuously contended before the Board that his status was that of an independent Talukdar under Section 5 of the Bengal Regulation VIII of 1793. This contention seems to be based upon a clear misapprehension of the provisions of the Regulation. Section 5 describes the classes of Talukdars who were entitled, under its provisions, to obtain separation of their jama from the Zemindary jama. The Regulation defined the procedure for the purpose of obtaining the separation. All independent Talukdars occupying the position described in clauses 1 to 5, Section 5, who had been heretofore paying their quota of the Government dues through the Zemindar, became entitled to obtain a separation of their jama by adopting the procedure laid down in the Regulation. There is not an iota of evidence to show that the jagirdar of Pargana Bundu ever took any step for the separation of his jama. Had he been paying revenue, making use only of the Zemindar's serishta for its transmission to the Government Treasury, or had he occupied the status which is claimed for him, there would have been an undoubted record of the fact in the Government Revenue Register.

The plaintiffs in their plaint had claimed to be only "dependent Talukdars." The Regulation draws a wide distinction between "independent Talukdars" and "dependent Talukdars." The former come within the category of "actual proprietors of land," whereas the latter do not; "they are considered as leaseholders only" (Section 7). It was evidently owing to the difficulty presented by Section 7 that the contention

advanced in the first Court has been abandoned before the Board, and the plaintiffs have taken their stand on Section 5.

It is contended that when Major Farmer brought the jagirdar of Bundu into subjection he made him execute a *kabuliat* in favour of the Zemindar of Chota Nagpur, and it has been vehemently urged, both by the Subordinate Judge and learned counsel on behalf of the plaintiffs, that that *kabuliat*, if produced, would disprove the defendant's case, and that it has been deliberately withheld by the Maharaja because it would have supported the plaintiffs' contention. There are two clear answers to this argument. In the first place, a *kabuliat* predicates a patta. A patta is granted by the Zemindar as a title-deed to the tenant. The *kabuliat*, as its name implies, is a mere acknowledgment, an engagement by the tenant to carry out the terms of the patta. If the jagirdar of Bundu entered into a *kabuliat* it may be inferred with certainty that there was also a patta; and that patta, as the title-deed of the grantee, would be in the hands of the grantee's heirs and successors, and would, it may safely be presumed, come into the hands of the mortgagee, who derives his title from the mortgagor. On behalf of the plaintiffs it has been urged that he was on bad terms with the mortgagor and could not consequently obtain the necessary documents from him. Considering the nature of the jungle-mahal and the uncertainty of title in those districts, it is somewhat remarkable that the mortgagee should not have endeavoured to obtain from the mortgagor, who at the time of the mortgage was in possession of Bundu, documents of title relating thereto. Much criticism has been passed by the Subordinate Judge, which has to a certain extent been adopted by plaintiffs' counsel before the Board, on the non-production by the Zemindar of the *kabuliat*. The explanation given by the defendant for its non-production has been accepted by the High Court, and their Lordships do not find sufficient reason to take a different view. The defendant's manager, Mr. Peppe, who has been in that office from 1900 to the date he gave his evidence in August, 1916, states :—

“ I searched for copy of Bundu Pottah. I could not find out any copy of Bundu Pottah. All the ancient records of the Maharaja are not in existence. These documents were kept in the custody of Gunpat Ray, who was Maharaja's Record-keeper. He was called upon to make over all these records to the Maharaja. He did not choose to do so. Thereupon he was convicted.”

[It is in evidence that this Gunpat Ray was subsequently hanged for mutiny.] In cross-examination Mr. Peppe states as follows :—

“ There is practically no paper in the record room prior to the time when the Court of Wards took over charge.”

The Court of Wards were in charge of the Zemindary of Chota Nagpur from 1868 or 1869 to 1887. Apparently, it was then that an effort was made to overhaul the record room of the Maharaja

and obtain copies of the pattas that had been given to the various jagirdars. The numerous documents that were forthcoming in the earlier proceedings lend support to the story that important papers were purloined or abstracted from the Zemindar's record room about the time of the mutiny.

In 1826 Mr. Cuthbert, who was appointed by the Government to make a report on the Chota Nagpur district, submitted a report on the 21st of April and 14th of June, 1827, in which occurs the following passage on which considerable reliance has been placed on behalf of the plaintiffs :—

In paragraph 20 he states :—

“ Six subordinate Parganas are incorporated with Chota Nagpur, viz., Tamar, Buroda, Raie, Boondoo, Silee and Burwa. How or when these Parganas became dependent on the Raja of Chota Nagpur I cannot ascertain, but it would appear that for a long time the dependence was little more than nominal. It was not until the country came into our possession that these Rajas were permanently and actually incorporated with Chota Nagpur.”

And continuing, he adds in the same paragraph :—

“ These rajas may be considered in the light of Talukdars. The Rajas, however, still acknowledge the Rajas of Chota Nagpur as their feudal chief, and on the death of a Raja his successor waits on the Raja of Nagpur, pays homage and presents a considerable Nazar—generally 1,000 rupees—and receives the Tilluc (*sic*) from him.”

What follows, however, is important :—

24. “ Although from the nature of these feudal tenures Jageers were originally granted solely in consideration of military services, yet services of a civil and religious nature were afterwards similarly rewarded at the pleasure of the superior.”

25. “ The number of larger Jageers is 26, consisting of about 25·31/2 villages. *These Jageers have invariably descended from father to son, and both the custom of the Pargana and the practice of the courts hold them as hereditary in the direct male line. On a Jageerdar dying without male issue his Jageer generally reverts to the Raja, as females in this country do not succeed to real property.*”

The italics are their Lordships.

Mr. Cuthbert's statement in this paragraph clearly goes to support the defendant's contention that the Bundu Jagir was, like others, descendable in the direct male line resumable on failure of such line.

To this report Mr. Cuthbert attached a list of Parganas prepared in 1827. It is headed thus :—

“ List of Parganas of Nagpur, being the Zemindari of Maharaja Jagarnath Sahi Deo on condition of rendering service.”

And then comes :—

“ Ghatwals Jagirdars on condition of rendering service.”

One of the Jagirdars there mentioned is “ Bundu—Raja Balamdar Rai.”

Pargana Bundu thus remained in the hands of the lineal descendants of Kanukdand Rai, who was found to be in possession in 1794, until it devolved on Haridas Rai. He is stated to have

died on the 10th January, 1847. On his death his widows applied for possession of the jagir ; at the same time two of his collaterals (Kanchan Lal and Basdeo Rai) advanced a claim in respect to the succession. At this time Jagannath Sahi Deo was the Maharaja and Zemindar of Chota Nagpur. Arrears of rent had fallen due in respect of Bundu, and he appears to have instituted proceedings in the Collectorate for recovery of his rent. In the course of these proceedings a *sazawal* or curator was appointed to take charge of the property. The order relating to the attachment of Pargana Bundu and the appointment of the Tahsildar as curator bears date of the 23rd of August, 1847.

On the 26th July, 1848, Ranchan Lal applied to the Civil Court presided over by the Agent of the Governor-General, complaining that the *sazawal* had ousted the petitioner from some lands granted by a former jagirdar of Bundu for maintenance. The order of the Civil Court on this petition is important. It shows the exact nature of Pargana Bundu in relation to the Zemindar :—

“ The Rajah of Pargana Bundu died without issue ; and now a *sazawal* is appointed by Government in the said Pargana and it is not known what settlement the Maharaja of Palkot [Chota Nagpur] has made with respect to Pargana Bundu ; because in accordance with the Sanad and Pottah of the said Maharaja, the Maharaja can make over the Pargana to any body who may be found entitled after the death of Rajah Hardas Ray, Zemindar of Bundu, and with respect thereto the Maharaja has power to resume the said Pargana if he finds no body entitled to Pargana Bundu, upon giving notice, and with the sanction of the Assistant Agent at Lohardaga. Thereafter any person who may think himself entitled is at liberty to institute a civil suit. Therefore it is ordered that a Parwana be issued to Maharaja Jagannath Sahi Deo, Zemindar of the Parganas of Chota Nagpur, containing the matters above mentioned, with a request to forward a receipt of the Parwana to His Honour and a copy of this proceeding be forwarded for information to the Personal Assistant of District Lohardaga.”

Three years earlier, in a proceeding of the 26th of December, 1845, the Agent to the Governor-General, acting as the Civil Court, had, in connection with Pargana Rahi, pointed out that the Maharaja “ could resume the jagir by giving information to and receiving permission from the authorities in the event of the lessee dying without issue.” The adoption of this procedure was reaffirmed on the 26th July, 1848. The Zemindar was debarred from acting capriciously or arbitrarily ; he could only exercise his right with the knowledge and sanction of the authorities. And Jagannath Sahi appears to have adhered to the procedure prescribed by the Government officers.

Out of the two claimants, who had come forward for the possession of Pargana Bundu, he selected Basdeo, and installed him as Raja or jagirdar. To mark Basdeo's installation the Maharaja affixed the *Tilak* on his forehead. This was the undisputed right of the over-lord.

On the 28th of February, 1849, Basdeo reported to the District Officers the fact of his installation and of receiving the *Tilak*.



On the 29th of May, 1849, the Maharaja filed by his mukhtars (agents) an application in the Court of the Extra Assistant Commissioner for the discharge of the *sazawal* and the issue of the usual *Parwana* (warrant) to Basdeo to take possession of the jagir.

This document, Exhibit I, is headed thus:—Application for issue of Parwana to Raja Basudev Ray.

After stating that Raja Hardas Ray, “Elaqadar of the villages of Bundu,” had died

“without leaving any male issue and leaving him surviving his widows,”

it proceeds thus:—

“Your petitioner’s client [meaning the Maharaja] wanted, in accordance with the custom and practice in his Zemindari, to resume direct possession of the villages of the deceased Raja. Then unexpectedly the Ranis of the deceased Raja reported to the Agent to the Governor-General and to the Commissioner and the former Assistant Agent of District Lohardaga and to your petitioner’s client that the senior Rani was pregnant, and prayed that in expectation of a child being born the property might be left in their possession. In accordance with their prayer, the settlement of the Pargana, possessed by the deceased Raja, was kept in abeyance in expectation of the birth of a child of the said Rani.”

It then mentions the fact of attachment and the appointment of the *sazawal* and gives the substance of the Parwana to the Maharaja issued by the Agent to the Governor-General, enquiring as to what settlement he had made

“in respect of the said Pargana because in accordance with your Sanad and Patta if after the death of Raja Hardas Ray, Zemindar of Bundu, the title devolves on no one, you can resume direct possession thereof.”

It then goes on to state that although Basdeo had no title,

“‘in accordance with Patta and the usage of the Zemindari,’ still your petitioner’s client being pleased with the service of the said Lal, with a view to promote cultivation and happiness of the people, on approving the application of the said Lal for the grant of Tilak of Raj of the entire Pargana Bundu, excluding four Mauzas, viz., Kanchi, etc., retained by him for Khalsa Bhandar, granted the rest of the Mauzas of the said Pargana, fixing an annual rent of cash Rs. 1,000 exclusive of Abwabs, *subject to service*, and then gave him the Rajgi Tilak of the said Pargana, and after taking Kabuliat Ekrarnama for the maintenance of the Ranis which the said Raja has undertaken, and then a Patta of Jagir, *conditional upon service*, was granted to him by your petitioner’s client.”

The Maharaja’s application then continues:—

“as it is not now necessary for the *sazawal* to remain in Pargana Bundu, because the said Raja will from 1906 Sambat, under the terms of the Kabuliat and Ekrarnama, render services, pay the fixed rent and maintain the Ranis, it is prayed that in accordance with the proceedings of the Agent to the Governor-General and of the Commissioner, dated the 26th July, 1848, an order may be passed for the removal of the *sazawal*; in view of the order of release, a Parwana may be issued to Basdeo Rai, directing him to proceed to the villages.”

As already stated, the petition on behalf of the Maharaja was presented on the 29th of May, 1849. On the 6th of June, 1849, Basdeo’s agent filed a similar petition stating that he (Basdeo)

had obtained a settlement from the Maharaja and received from him the *Tilak* of installation. It then goes on to state that the Maharaja :—

“ upon fixing a rent of Co.'s Rs. 1,000 per annum, granted to him a Nagbast Patta conferring upon him the title of Raja, on the 11th Phagun, 1905 Sambat, and granted to him Patta and Amalnama, which are forthcoming. At present Pargana Bundu, being attached on account of arrears of rent due, the Maharaja Saheb collections are made therefrom through the Government *sazawal*. Whereas the Maharaja Saheb's rent has been wholly and fully paid, and so a petition on the part of the Maharaja has been submitted to Your Honour praying for the discharge of the *sazawal* and for the release of Pargana Bundu, attached on account of rent, and stating that he had invested (my client) with the Rajgi Tilak.”

He also prayed for the release of the Pargana from attachment.

The settlement with Basdeo shows that the rent was increased from Rs. 735 to Rs. 1,000, four villages were taken out of the Pargana and set apart for the maintenance of Haridas' widows and a new Patta was granted to him by the Maharaja and a new Parwana was issued to him at the Zemindar's instance for possession of the jagir. In face of these facts it is idle to contend that the settlement with Basdeo was a continuance of the old tenure. Had Basdeo succeeded to the jagir by right of inheritance the maintenance of the Ranis, the widows, would have devolved exclusively on him, and the superior landlord would have had no concern with it or the right to take away any part of the property to provide for their maintenance. The Maharaja's interference on behalf of the widows is explainable only on one hypothesis, viz., that he was making a new arrangement by virtue of a right recognised by the authorities. And the grant of the Parwana to Basdeo, together with the withdrawal of the attachment, signified their approval; nor was any exception taken to the increase of the *jama*.

One more remark on this part of the case seems necessary. In the grant to Basdeo the jagir is specifically mentioned as a “service tenure,” involving the performance of police and other duties. They could hardly have been newly imposed, as they would at once have attracted the notice of the Governor-General's Agent when the Pottah was produced before him and would have led to investigation and comment. It is abundantly clear, therefore, that the jagir, *minus* four villages, was settled with Basdeo in 1849 on an increased rental.

There seems to be some confusion as to the meaning of the word “resumption” in connection with these tenures. It does not mean that on failure of the direct male line it “escheats” to the Zemindar and becomes what is called his *Sir* or *Khas* property; the *jagir* retains its character, but the Zemindar becomes entitled to make a new settlement with the knowledge and sanction of the authorities.

In the Record-of-Rights proceedings the Settlement Officer scrupulously and carefully analysed the evidence in the presence of the plaintiffs, and came to the conclusion embodied in the entry

impugned in this suit as erroneous. Under Section 104 of the Bengal Tenancy Act the plaintiffs appealed to the Board of Revenue against Mr. Lister's decision. The Board of Revenue, after a remand for the purpose of taking further evidence, in a remarkably well-balanced judgment, held that the plaintiffs had utterly failed to establish their contentions. In the present suit the High Court, on appeal from the Subordinate Judge, examined the evidence with great care and came to a conclusion adverse to them.

Their Lordships have given every attention to the arguments of counsel for the appellants; they find absolutely no ground for interfering with the decree of the High Court. They consider that this appeal should be dismissed, and they will humbly advise His Majesty accordingly.

The respondent will be entitled to the costs of this appeal.

In the Privy Council.

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MAHARAJA PRATAP UDAI NATH SAHI DEO.

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DELIVERED BY MR. AMEER ALI.

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