

rate and proper course, although, if pressed to give costs to the defendants, I might have had some difficulty in refusing such a request, inasmuch as I have reluctantly arrived at the conclusion that there has been, on the part of the plaintiff, both false swearing and subornation. His case has been very ably argued for him by the learned Advocate General, but the facts do not admit of success.

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 Yusuf  
 v.  
 Peninsula and  
 Oriental Steam  
 Navigation  
 Company.

*Judgment for defendants without costs.*

Attorney for the plaintiff—*G. S. Judge.*

Attorneys for the defendants—*Manistry and Hurrell.*

Aug. 10.

*In re* INDIAN REGISTRATION ACT, 1866, and in the matter of the petition of BAKATRAM BADRINATH.

*Registration—Promissory note signed by single partner in name of firm—Special agreement under Sec. 52 of Registration Act—Liability of copartners—Act XX. of 1866, Secs. 52 and 53.*

The managing partner of a firm executed a promissory note in name of his firm in favour of the petitioner, and specially registered the note under Sec. 52 of the Indian Registration Act, 1866 signing the special agreement also in the name of his firm.

Held, that, under Sec. 53, the petitioner was only entitled to a decree against the partner who actually signed the note and special agreement.

The petitioner, on the 4th March 1869, applied to Westropp, J., in Chambers, under Sec. 53 of the Indian Registration Act, 1866, for an order to draw up a decree in favour of the petitioner, and against the defendant's firm of "Magniram Sahebaram and Company" for Rs. 10,874-7-6, with interest and costs.

The petition, upon which the order was sought, stated that, on the 23rd February 1869, Hazarimal Magniram, partner in the firm of "Magniram Sahebaram," executed an obligation for the payment on demand of Rs. 10,874-7-6 to the petitioner.

That the obligation was duly registered under Act XX. of 1866, and at the same time the following agreement was endorsed upon it:—

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"It is agreed between Hazarimal Magniram, the obligor, and Bakatram Badrinath, the obligee, of the above obligation, that, in the event of the obligation not being duly satisfied, the amount secured thereby may be summarily recovered in the manner prescribed in Sec. 53 of the Indian Registration Act 1866.

"(Signed) MAGNIRAM SAHEBRAM,  
 The handwriting of Hazarimal,  
 partner to Magniram Sahebram."

That the petitiener had demanded payment of the said sum, but no part thereof had been paid.

The obligation was as follows :—

*"Bombay 23rd February 1869.*

"Received from Bakatram Badrinath the sum of Rs. 10,874-7-6, which sum we promise to pay him on demand.

"(Signed) MAGNIRAM SAHEBRAM,  
 The handwriting of Hazarimal,  
 partner to Magniram Sahebram."

On the back of the obligation there was an endorsement in these words: "Hazarimal Magniram, partner in the firm of Magniram Sahebram, executing party, shroff, residing at Khara-Koova, admits execution and receipt of consideration.

"(Signed) MAGNIRAM SAHEBRAM,  
 The handwriting of Hazarimal,  
 part to Magniram Sahebram."

Westropp, J., upon this petition, signed an order (dated 4th March 1869) for a decree against Hazarimal Magniram alone for payment of the amount claimed (without interest), and Rs. 41 for costs.

*Scoble* on behalf of the petitioner, the obligee, now moved to cancel the last mentioned order, and for an order to draw up a decree against Sahebram Kuniram, Mulehand Kuniram, Jagannath Magniram, and Hazarimal Magniram constituting the firm of Magniram Sahebram, for the amount

claimed. He read an affidavit of the petitioner, in which it was stated that in the former petition Hazarimal Magniram, managing partner of the firm of Magniram Sahebram, who had executed the obligation on behalf of his firm, was represented as the obligation on behalf of the firm; that the moneys had been advanced not to Hazarimal Magniram individually, but to the firm, and were expended for the benefit of the firm. He argued that, as one partner in a firm could bind his copartners by signing a promissory note, and as on that note judgment could be recovered against the individual members of the firm, so one partner and *a fortiori*, a managing partner could bind his copartners by an agreement under Sec. 52 of the Indian Registration Act, 1866.

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WESTROPP, J., said that his practice was to grant decrees in such cases only against the person who had signed the agreement mentioned in Sections 52 and 53 of the Indian Registration Act of 1866, there being nothing in those sections to show that the very summary remedy, thereby given, was so given against any person other than the obligor signing the agreement that the amount secured by the obligation may be summarily recovered. If the obligee wished to proceed against other persons alleged to be liable under the obligation he should do so by ordinary civil suit. Whether he could do so after resorting to summary proceedings against the obligor who alone signed the agreement, it was unnecessary now to express any opinion. Before however finally rejecting Mr. Scoble's application, he (WESTROPP, J.) would inquire from the Prothonotary what the practice of the other Judges was.

Subsequently, having made inquiries, he rejected the application.

*Application rejected.*

Attornèy for the applicant—*Khanderao Moroji.*