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exercised; nor am I aware, whatever may be the law in Bengal, that the exercise of such a power is in any way repugnant to either the letter or spirit of our Regulations, it being borne in mind that prior to the ruling in *Rámji* v. *Chinto* it had been invariably held in this Presidency, where there was an agreement that the right of redemption should be confined to a particular time, that on default made the property in the thing mortgaged passed absolutely. Moreover, I do not understand why the courts should interfere with arrangements fairly entered into between individuals for the purpose of avoiding expense and delay, merely because some possible injustice is dreaded. My own experience teaches me that the professional money-lenders neither desire nor seek to possess themselves of land; and where cases of oppression and fraud do arise, the courts are open to those aggrieved.

Special Appeal No. 154 *of* 1871.

BHA'ICHAND bin KHEMCHAND *et al.* .....*Appellants.*
FULCHAND HARICHAND *et al.* .....*Respondents.*

Limitation—Reg. V. of 1827, *Secs.* 3 *and* 4—*Claim for Account by Representative of deceased Partner against the surviving Copartners.*

A right to an account claimed by the representatives of a deceased partner in a firm against his surviving partners falls under Sec. 4 of Reg. V. of 1827, and is not a debt within the meaning of Sec. 3 of that Regulation.

A question arose in this special appeal before WESTROPP, C. J., and WEST, J., whether a right to an account, claimed by the representatives of a deceased partner in a firm against his surviving partners, was barred by the old law of limitation in this Presidency, Reg. V. of 1827, Sec. 3, the suit not having been brought until more than six years had elapsed since the date of the death of the deceased partner. The other questions in the case were not of sufficient general importance to be reported.

Shántárám Náráyaṇ, for the appellants, contended that this claim was a debt within the meaning of Sec. 3 of the

abovementioned Regulation, and that the suit was, therefore, barred.

Dhirajlál Mathurádás, for the respondents, argued that this was not so.

WESTROPP, C.J. :—My brother West and I agree in thinking that this claim, for an account of the partnership transactions now made by the representatives of the deceased partner, Moru, against the appellants, his surviving partners, comes not within the meaning of the term "debts" as used in Sec. 3 of Reg. V. of 1827, but rather that it falls under Sec. 4, in which case the suit is within time, as twelve years from Moru's death had not fully elapsed before the institution of the suit. We are much aided in arriving at this conclusion by a recent decision of the Privy Council, *Syud Tuffazal Hossein Khan* v. *Raghunath Prasad* (*a*), where it was held that a possible claim under an arbitration for the settlement of accounts could not properly be attached under Sec. 205 of the Civil Procedure Code, although that section expressly renders "debts" liable to attachment: their Lordships being, of opinion that "a mere expectancy, or a mere right of suit, cannot be attached; that the attachment must operate at the time of attachment, and not be anticipatory, so as to fasten on some future state of property in which the suit may result. The decision of Markby, J., in *Abbott* v. *Abbott and Crump* (*b*) appears to rest on the same principle.

Decree affirmed with costs.

(*a*) 7 Beng. L. Rep., P. C. 186. (*b*) 5 Beng. L. Rep. O. J. 382.