(1872) 01 PRI CK 0004

Privy Council

Case No: None

Mussumat Anundee Koonwur, Widow of Gunput Lal; Mussumat Mankee Koonwur and Mussumat Poonpoon Koonwur		APPELLANT
	Vs	
Khedoo Lal		RESPONDENT

Date of Decision: Jan. 19, 1872

Citation: 14 MIA 412

Hon'ble Judges: James William Colvile, Montague Edward Smith, and Robert Porrett Collier, JJ.

Judgement

The Right Hon. Sir James Colvile 26th March 1872

1. In this case three distinct appeals against a Decree of the High Court of Bengal have been consolidated, and heard as one appeal. The principal questions raised are, what was the status of the Hindoo family of which the Appellants and the Respondent were members and whether certain acquisitions are to be regarded as part of the estate of the late head of the family, or as the separate property of the individual member in whose name they stand, and by whom they were ostensibly acquired. The following is the history of the family in question. Choonee Lal, the Father, who died in October, 1854, had for many years carried on business as a cloth Merchant at Sahibgunj, in Zillah Behar, within that part of India in which Hindoos are governed by the Mithila Law. At the time of his death this business was carried on in his sole name; but he had previously, and up to the year 1851 or 1852, been in partnership, first with one Rhadha Lal, and, after the death of that person, with his Son, Sreekrishen.

2. All parties are agreed, that he had no ancestral estate, and that whatever property belonged to him was of his own acquisition. He had three Sons, viz :--Gopal Chund, the Respondent, Khedoo Lal, and the Appellant, Gunput Lal. About 1839, and after his Sons

had reached man''s estate, he married a second Wife, who survived him.

3. Gopal Chund, the eldest Son, became of unsettled, if not of unsound mind, in or before the year 1848, when he left his home as a Beiragee, or religious mendicant, and wandered away on pilgrimage, to various holy places. His Wife, the Appellant, Mussumat Mankee Koonwur, tendered some evidence in this suit to show that he had been seen alive as late as 1858, and might be still alive; but both the Indian Courts, discrediting that evidence, have come to the conclusion, that he had not been heard of for twelve years before the date of the first Decree; and proceeding on the presumption of Hindu Law, have treated him as then dead[(a)]. There is nothing however to show that he did not survive his Father. He had no male issue, and is represented on the record by Mussumat Mankee Koonwur, who, if he be dead, would, as his Widow and heiress, be entitled to succeed to his separate estate.

4. Gunput Lal, the younger Son, has died since his appeal from the decree of the High Court was allowed. He, too, had no male issue and his appeal has been revived by his Widow and heiress, Mussumat Anundee Koonwur. He left, however, a Daughter, Mussumat Poonpoon Koonwur, who has an infant Son, Lulloo Baboo; and she is an Appellant against the Decree in respect of the interest which she claims in part of the property in dispute. Khedoo Lal, the Respondent, and the Plaintiff in the suit, has at least two Sons, Brij Bhookun Doss, and Muhamed Lal, of whom mention is made in the suit, but who are not parties to it.

5. From this statement of the family it follows, that the property of which Choonee Lal died possessed, whatever it was, descended to his Sons living at the time of his death, in equal shares. If Gopal Chund were then dead, the estate would descend to Khedoo Lal and Gunput Lal in equal moieties. And even if Gopal Chund is to be taken to have survived his Father, but to have died subsequently, and before a partition, his share, according to the Mithila law, would pass to his Brothers, to the exclusion of his Widow, who would be entitled only to maintenance. This does not appear to be contested. The question in dispute is, which, if any, of the various acquisitions of the family, standing in the separate names of different members of it, are to be treated as part of the estate of Choonee Lal, and descendible to his heirs.

6. The suit was commenced by the Respondent on the 1st of November, 1859. It was originally brought against Gunput Lal and his Daughter, Mussumat Poonpoon Koonwur, described as the Mother and guardian of Lulloo Baboo; and the plaint treated the share and interest of Gopal Chund vested in his two Brothers. The Appellant, Mussumat Mankee Koonwur, however, intervened as an Objector in respect both of the share in his Father''s estate to which Gopal Chund, if alive, was entitled and of that part of the property claimed, which she insisted was his separate estate. And by an Order of the Principal Sudder Ameen, in whose Court the suit was brought, she was made a Defendant.

7. The plaint claimed a moiety of all the property specified in the schedule annexed to it, and valued at upwards of two lacs of rupees, the Respondent alleging that he had been dispossessed of it. Some objections have been taken to the frame of the suit on the ground that the Respondent has not included amongst the subjects of it that property which is held by him and his Sons in their respective names. But their Lordships are of opinion that, on a fair construction of the plaint in connection with the Respondent''s written statement, which will be afterwards referred to, it must be held that he does offer to account for the whole of what is so held as part of his Father''s estate.

8. The plaint, though it prays for delivery of possession, seems to be framed rather with a view to obtain a declaration of the partibility of the disputed subjects, than to carry out a partition by metes and bounds of the estate to be consummated by the delivery of actual possession.

9. The following are the issues settled in the suit : -

First, whether, according to the statement of the Plaintiff, the whole of the property in dispute belongs to the paternal estate and is undivided; or whether, according to the averment of Gunput Lal and Mussumat Mankee Koonwur, Defendants, part belongs to the paternal estate, and part has been acquired by Gunput Lal and Gopal Chund during the time of their separation and messing apart.

Second, whether the property mentioned in the written statement of Mussumat Poonpoon Koonwur belongs to her or not.

Third, whether Gopal Chund, the Husband of Mussumat Mankee Koonwur, is missing, or whether he is residing near or in the North-Western Provinces; and if he is missing, whether the claim of the Plaintiff to a moiety is right or not : and,

Fourth, whether the estimate of the effects, and goods and chattels in litigation, and the amount expended, is correct or not.

10. Before considering these issues and the evidence applicable to them, their Lordships think it desirable to pursue the history of the family.

11. It is admitted on both sides that, when his two elder Sons came of age, Choonee Lal opened for each a separate Cloth shop, and established him in it. The precise dates at which these shops were opened are not quite certain. The Respondent admits them to have been in existence before 1835, and the Appellants insist, that they were established before 1829.

12. According to Mewa Lal, a Witness for the Respondent and the Brother of his step-mother, they were established in the years 1829 and 1831. The Respondent appears to have followed his Father''s example and to have opened two other Cloth shops, one in the name of each of his Sons. He insists, however, that all these shops and

their profits were and are part of Choonee Lal"s estate; whilst the Appellants, of course, contend that each was and is the respective property of the person in whose name the business was carried on, Choonee Lal having no interest therein. Gunput Lal, the third, remained for some time in the Cloth shop of Choonee Lal and Rhadha Lal, but, as he says, only as a Gomastah employed at a salary of Rs. 50 per mensem. Afterwards, and about the year 1844, a banking firm was opened in the names of Gunput Lal and Sreekrishen Lal, which was carried on in their names until 1850, when Sreekrishen Lal retired, and the business was thenceforward, and until the death of Choonee Lal, carried on in the names of Choonee Lal and Gunput Lal. The question what interest, if any, Choonee Lal had in this concern is one of the material issues in the cause; the Respondent contending, that the beneficial interest in the half-share during the partnership with Sreekrishen Lal, and the whole interest after the dissolution, belonged to Choonee Lal; the Appellant insisting, that he never had any interest in that Kotee, the half-share originally, and afterwards the whole, being the separate and self-acquired property of Gunput Lal. Again, both parties are agreed that, at the time of the death of Choonee Lal, his three Sons had ceased to live in commensality with him, or with each other. But the time at which such separation took place is in dispute, the Appellants contending, that it was complete in 1829, and the Respondent insisting, that each Brother withdrew from the state of commensality with his Father at a different time, viz., Gopal Chund about the year 1839, the Respondent about 1846, and Gunput Lal as late as 1852.

13. The state of the landed property standing in the names of the different members of the family is as follows :--

The Respondent, in his written statement, says that Mouzahs Budem, and Hurchundpore, and Rughoonathpore, and Jhekutea, in Pergunnah Kotumba, and two Houses and a Coachhouse situate in Street, No. 4 of Sahebgunj, were all acquired with the profits of the Cloth dealer"s shop bearing his name, and were then "under his control." These, as was before stated, do not form part of the properties specified in his plaint; but they are covered by the general conclusion of his written statement, which is in these words : "The conclusion is, that all the properties and effects, and moneys, and common articles of this estate bearing the name of your Petitioner"s Father, or of any of the Brothers, or of any of the Sons, constitute the estate left by, and that acquired with the funds of, my Father." Of the landed properties specified in the plaint, some are admitted to be part of Choonee Lal"s estate. But as to the rest, Mouzah Tilhara and an upper-roomed House in Sahebgunj, in which the banking Kotee has been carried on, are claimed by Mussumat Mankee Koonwur as the separate and self-acquired property of her Husband, Gopal Chund. Other parts are alleged to be the separate and self-acquired property of Gunput Lal; whilst the several properties specified in her written statement are claimed by Mussumat Mankee Koonwur as "her exclusive property, with which neither the Respondent nor Gunput Lal has any concern.

14. Before considering the conflicting claims to these properties, it seems to their Lordships to be desirable to ascertain and determine, if it be possible, when the Brothers first became separate in food from their Father and each other--in other words, when that commensality, which is the normal condition of an undivided Hindoo family, ceased.

15. The finding of the High Court on this point is as follows:--

We are of opinion that, from the admissions of the parties, and the dates of the purchases of the Houses in which the different Sons were established by their Father, the three Sons began to live separate from their Father at different dates, concurrent with or subsequent to their Father''s second marriage in the year 1246 (A.D. 1839), in which year the eldest Son, Gopal Chund, got a House to himself, while Khedoo Lal and Gunput Lal went into separate Houses in the years 1253 (A.D. 1846) and 1259 (A.D. 1851) respectively. We think, too, that there was from those dates an undoubted separation in food between the Father and each Son as he left the paternal house.'' The Appellants contend that, as early as 1829, the three Brothers had all become separate in food from their Father and from each other, and have argued at the Bar that the fact has been so found by the Principal Sudder Ameen.

16. The judgment of the Principal Sudder Ameen does not, as their Lordships read it, expressly fix the date of the separation; but its general effect is undoubtedly on this point more consistent with the case of the Appellants than with that of the Respondent.

17. The evidence in the cause is conflicting and far from satisfactory. The finding of the High Court seems to proceed upon the several dates of the purchases of the Houses in which the three Brothers ultimately came to live; and to assume that each Brother withdrew singly and at a different time from the state of commensality. This does not appear to their Lordships to be probable. On the other hand, the Witnesses for the Appellants, speaking with the usual inaccuracy of native Witnesses as to time, are not agreed as to the date of the separation. Thanoo Chowdhree puts it as late as 1834, Goureesunkur makes it as late as 1832. On the other hand, Gunga Ram Kundoo, though a Witness produced by the Respondent, supports, on this point, the case of the Appellants. Mewah Lal says, ''I do not recollect the year, but when the family increased Choonee Lal provided his Sons with separate Houses and paid their expenses.'' On the evidence, their Lordships are by no means satisfied that the separation took place so early as 1829. On the other hand, they do not think that the date of each Brother''s separation can safely be determined by the date of the purchase of the House in which he ultimately lived. They are disposed to think, that the separation took place on or shortly after the second marriage of Choonee Lal in 1839.

18. Another observation which arises upon the evidence in the cause, is that this cesser of commensality, whenever it took place, does not appear to have operated as a complete separation of the different members of the family, or to have prevented Choonee Lal from continuing to exercise many of the functions which would ordinarily

belong to the head of an undivided Hindoo family. The whole family continued to reside in the same Town. Some of the Witnesses depose that marriages and other family ceremonies continued to be performed in Choonee Lal"s House, and at his expense, as they would have been had no separation taken place. And this testimony is confirmed in the case of the marriage of Mussumat Poonpoon Koonwur, the Daughter of Gunput Lal, by a passage in the correspondence which will be afterwards referred to. Again, it appears by the evidence, that after Gopal Chund went away, his separate establishment was broken up, and his Wife and family returned to live under the same roof with Choonee Lal.

19. The cesser of commensality is only material to the determination of the issues in the cause, in so far as it removes or qualifies the presumptions which the Hindoo Law might otherwise raise, that an acquisition made in the name of an individual Son of the family was made by the head of the family, and as part of the family estate. According to their Lordships" view of he evidence, it is not proved to have taken place at the date of some of the acquisitions which are in question in this suit; and the effect to be given to it, in weighing the conflicting evidence concerning transactions of a date subsequent to that at which it took place, is necessarily diminished by such evidence as that which has been just referred to.

20. Their Lordships will, in the first instance, following herein the example of the High Court, consider the evidence touching the earliest of the acquisitions in question--Mouzah Tilhara.

21. That property was purchased in the year 1835, at a revenue sale, in the name of Gopal Chund, for Rs. 4,400. Their Lordships, for the reasons above-stated, are disposed to believe that at that time, the cesser of commensality relied upon had not taken place. They will, however, consider the evidence relating to this property, independently of any presumptions which, might arise from the fact that the family was then joint in food. It may further be admitted, that there is no documentary evidence corroborative of the assertion made by some of the Respondent"s Witnesses that the purchase money was paid out of the funds of Choonee Lal; and further, that if the Shop carried on in the separate name of Gopal Chund was his own separate property, he may well at that date have been in a position to pay out of the accumulated profits of that Shop a sum of Rs. 4,400. It happens however, that we have evidence concerning the enjoyment of this estate, which is wanting as to the other properties in dispute.

22. It has been proved, that this property between the years 1841 and 1855-56, was under several successive leases demised to Nundcoomar (one of the Respondent"s Witnesses, and the Brother of Choonee Lal"s second Wife), sometimes jointly with other persons, sometimes alone. One of the leases, that granted to Nundcoomar on the 10th of December, 1849, of course purports to be granted in the name of Gopal Chund, and is signed by him. But it is also countersigned by Choonee Lal. It was indeed, suggested at the Bar, that the Choonee Lal whose name is so subscribed, being described as

Putwarree of Mouzah Sahibgunj, was not the Father of Gopal Chund, but some other person of the same name. Their Lordships, however, see no reason for adopting that conclusion. A circumstance of far more importance is that Nundcoomar has produced a long series of Letters addressed to him as tenant of this property by Choonee Lal in his lifetime and after his death by Gunput Lal. The genuineness of these Letters their Lordships have no reason to doubt. They cover a period from the years 1841 to 1856-57, when the tenancy of Nundcoomar terminated. Many of them, therefore, are anterior in date to the year 1848, when Gopal Chund left his home and were written at a time when there is no reason to suppose he was of unsound mind or incapable of managing his affairs. It is, however, impossible, in their Lordships" opinion, to read these Letters without coming to the conclusion, that they were such as the real Owner of the estate would write to his tenant, and that they are inconsistent with the case made by the Appellants, viz., that Kusba Tilhara was the separate property of Gopal Chund, and was only managed for him and his family after his insanity had declared itself, first by his Father and afterwards by his Brother, Gunput Lal. In the earlier years, rent and produce are acknowledged by Choonee Lal as received by him on his own account, without reference to Gopal Chund.

23. In the Letter, which is dated in 1252 or 1845, A.D. he writes : "Pay Meer Gholam 6 rupees for rent of Shop occupied by Baboo Gopal Chund for three months, and place it to my account, and it will be deducted from the rents."

24. In the Letter, which is dated in 1845, he complains of the rent being in arrear : requires 800 C. Rs. to be sent immediately, and says, " Do not delay, as I am desirous of sending the revenue to Patna. Till the revenue is sent and the receipt taken my mind is not at case, because it affects my landed property." A Letter written in 1843 is cited by the Judges of the High Court. It may be inferred from it both that Choonee Lal, as the head of the family, was about to celebrate the marriage of Mussumat Poonpoon Koonwur, the Daughter of Gunput Lal, and that he was requiring the tenant of Kusba Tilhara to send part of the produce of the estate to be used on the occasion.

25. In the Letter written in 1852, he reproaches Nundcoomar with being in arrear, and says "You are well aware that I was in need of expenses this year; it would have been proper for you to have advanced 10 rupees more by way of assistance; you might have taken credit in the following year;" and he threatens Nundcoomar with a proceeding in the nature of a distress. This is the language rather of the Owner of the estate than of a Trustee for the Master and absent proprietor.

26. In like manner, after the death of Choonee Lal, Gunput Lal writes in the character of proprietor, not in that of Manager for the absent Gopal Chund. He considers what repairs should be made; threatens his Uncle when in arrears, and reproaches him with having ill-used the Ryots and dependents. In the Letter, No. 393, he, too, requires produce to be sent for the marriage of Baboo Laljee"s Daughter, with which Gopal Chund would seem to have no concern. In the Letter, No. 395, he writes, " You requested me to write a Letter to Patna that you should deposit the rents of Kusba Tilhara there; but I have no desire

that money should be deposited there, as a large sum of mine is deposited there; therefore, I request you to send in cash the rent of Kusba Tilhara up to Phagun, installment in full and soon."

27. Again, No. 387, written in 1856, is a remarkable Letter, for it not only gives various directions which imply ownership, but it contains the following passages, which seem to point to the joint interest of the Respondent in this property : "Uncle, I have been Laid up with fever, therefore, I have sent Khedoo Lal"s Brother for inquiry." And again, "Uncle, I have already written to you the full particulars; I have also explained to Khedoo Lal"s Brother; please give Khedoo Lal your good opinion regarding any point he might ask and act accordingly."

28. Their Lordships can find no trustworthy evidence that either Choonee Lal or Gunput Lal, whilst thus acting and writing, accounted for the rents of this property to Gopal Chund or to Gopal Chund"s family; and finding the direct evidence on the part of the Respondent thus corroborated, they concur in the conclusion of the Judges of the High Court, viz., that Kusba Tilhara was purchased by Choonee Lal on his own account, though in the name of his eldest Son.

29. Their Lordships will next proceed to consider what is the effect of the evidence as to the banking Kotee established in 1844, from which a considerable part of the family wealth seems to have been derived. The Appellant, Gunput Lal, has contended broadly that in this Kotee, Choonee Lal had no interest. It is, however, unquestionable that, after the dissolution of the partnership with Sreekrishen Lal, the business was carried on in the joint names of Choonee Lal and Gunput Lal; and the Principal Sudder Ameen, though his decree in other respects was averse to the Respondent, gave effect to the ostensible title, and held that Choonee Lal had a half-share in this Kotee, Gunput Lal has represented that, after the establishment of his Brothers in in separate Shops, he remained in his Father"s original Shop as a Gomastah at Rs. 50 per mensem. It is very difficult to believe that, by his earnings in this capacity, or by means of any other separate employment, he accumulated money enough to pay, in 1836, Rs. 7,500 for the lease of Koorkihar; to pay the price of the 8 annas of Gorabhurat purchased in his name in 1842; and finally to establish this Kotee. It seems to be far more probable that this business, which was originally carried on in partnership with Sreekrishen Lal, the partner of Choonee Lal in the cloth shop, was, in fact, established and carried on by Choonee Lal, though in the name and with the aid of the personal services of his youngest Son. At all events, it lay upon Gunput Lal, in whose dominion the Books of this concern were, to show far more clearly than he has done that his Father bad either no interest, or only a limited interest, in this concern. And upon the evidence as it stands, their Lordships can find no sufficient grounds for dissenting from the conclusion of the High Court that the banking-house was, at the time of his death, the sole property of Choonee Lal.

30. In their Lordships" opinion the fate of the appeals must be determined by the findings upon these two questions-- the real ownership of Kusba Tilhara and the interest of

Choonee Lal in the banking Kotee. For, whilst the Respondent has broadly contended, that everything which stood in the name of any member of the family belonged to Choonee Lal; so the appellants have as broadly contended, that nothing was Choonee Lal''s except that which stood in his own name; and that benamee transactions were unknown to the family. It is hardly possible upon the evidence to draw a definite line between these two cases. The difficulty of doing so is greatly increased by the finding as to the Kotee; since, unless he had the separate interest, which he says he had, in that Kotee, it is difficult to see whence Gunput Lal derived the funds by means of which many of the purchases in his own name were made. Their Lordships are not insensible to the difficulties of the other side. If the evidence as to the Shops carried on in the separate names of Gopal Chund and of the Respondent and his Sons had stood alone, their Lordships would have inclined to the opinion, that they were separate property. It is, however, to be observed as to these, that the Respondent admits that the separate Shops opened in his name or in the names of his Sons, and all the investments made out of the profits of these shops form part of the joint family estate; and their Lordships for the reasons above given have found that Mouzah Tilhara, the principal and almost the only property alleged to have been purchased by Gopal Chund out of, the profits of his Shop, was in fact purchased by Choonee Lal in the name of his Son. The Ikrarnamah, again, though it does not touch directly any of the properties in dispute, affords a strong inference in favour of the theory of separate interests and separate transactions; and it is difficult to explain why so elaborate a contrivance should have been adopted in order to shift property belonging to the Father from the name of one Son to that of another. The case is one which a native Punchayet composed of persons conversant not only with native customs, but with the circumstances of this family, knowing what questions to put to the parties, and what accounts to call for, and capable of understanding such accounts when produced, would probably have been more competent than any Court of Justice in India or England to try satisfactorily. Their Lordships have, in this case, felt much doubt and difficulty in dealing with a record, the value of which is by no means in proportion to its bulk, and with the conflicting judgments of two Indian Courts. But, upon the whole, and for the reasons above stated, they have come to the conclusion, that it is their duty to advise Her Majesty not to disturb the carefully considered judgment of the High Court, so far, at least, as relates to the acquisitions of the family in the lifetime of Choonee Lal. As to those which have been made after his death, the Right annas of Backergunj, purchased in Gunput Lal''s name, cannot be supposed to have been purchased otherwise than out of the family funds in Gunput Lal''s hands. There is more difficulty in respect of the lease of Koorkihar, which has been renewed in the name of the Appellant, Mussumat Poonpoon Koonwur. But their Lordships are of opinion, that she has failed to show, as she might have shown, that this renewal was paid for by her own funds. They believe, on the evidence, that the money came from Gunput Lal, and if it came from Gunput Lal it must be presumed, like the purchase money of Backergunj, to have come from the family funds. Therefore, on this point also, their Lordships think the judgment of the High Court should be affirmed.

31. On the argument of the appeal it was contended for the Appellants, and admitted on behalf of the Respondent, that the Decree of the High Court would in any case require some qualifications. Their Lordships are also of that opinion; but, as at present advised, they are not sure that it will require any alterations except the introduction of a declaration that the separate shops carried on in the separate names of the Respondent, and of his two Sons, and also the landed properties admitted by the Respondent to have been purchased out of the profits of those shops, and to be under his control, are also part of the estate of Choonee Lal, deceased; and that in estimating the half-share of the Respondent in that estate, he should give credit for those assets, and any other portion of the estate in his possession or control.

32. Having regard to the necessary alterations in the Decree, and to the nature of the suit, their Lordships think that each party should bear their own costs of the appeal. The form of the Decree, as altered, in pursuance of their Lordships" recommendation, will be as follows :--

It is ordered and decreed that the Decree of the Lower Court be and the same is hereby reversed, and the suit of the Plaintiff, Khedoo Lal, for a half share of all the property real and personal left by his Father, Choonee Lal, deceased, decreed : And it is declared that the estates and landed property standing in the names of Gopal Chund and Gunput Lal, or of any other person or persons, benamee, or in trust for them or any of them, are the property of the said Choonee Lal deceased, and acquired with his funds : And it is further declared, that the lease of Mouzah Koorkihar was renewed with the funds, not of Mussumat Poonpoon Koonwur, but of the family, which were then entrusted to the Defendant, the said Gunput Lal : And it is further declared, that the banking house, as well as the House property claimed, were the sole property of the said Choonee Lal deceased : And it is further declared, that the Shops carried on in the separate names of the said Plaintiff, Khedoo Lal, and of each of his two Sons, and Mouzahs Budun, and Hurchundpore, and Rughoonathpore, and Jheketea, in Kotumba, and the two Houses and Coach-house in Street No. 4 of Sahebgunj, which are all mentioned in the written statement of the Plaintiff, Khedoo Lal, and any other property standing in the names of the Plaintiff and of his two Sons, or any of them or of any other person or persons, benamee, or in trust for them or any of them, were also the property of Choonee Lal, and part of his estate : And it is further declared, that the Plaintiff is entitled to a half-share of the estate of his Father Choonee Lal deceased; but that in estimating such half-share the Plaintiff is to be charged with the value of such of the above-mentioned properties as are in the possession or control of him or of his said Sons or any of them, and with the mesne profits thereof : And it is further declared, that the said Plaintiff is entitled to recover Rs. 17,575. 13a., being a moiety of the sum of Us. 35,151. 10a., being part, of such estate, and fixed by the Lower Court, as the mesne profits of the said Banking house : And it is further declared, that the said Plaintiff is also entitled to a half-share of all mesne profits obtained from the landed property left by the said Choonee Lal deceased since the date of his demise. And it is further declared, that the defendant, Mussumat Mankee Koonwur,

the Wife of Gopal Chund, one of the Sons of the said Choonee Lal deceased, who is said to be missing, is entitled to maintenance out of the said estate, which will be awarded by the Lower Court in execution, if required : And it is further ordered and decreed, that the said Defendant, Mussumat Anundee Koonwur, as the Widow and heiress, according to Hindoo law, of the said Defendant, Gunput Lal (now deceased), from and out of the estate and effects, if any, which may have come into her hands or into her possession, do pay the said Plaintiff the sum of Rs. 3,012, being the amount of costs incurred by him in the High Court of Bengal, with interest thereon at the rate of twelve per cent per annum from the date of the Decree of the said High Court to the date of realization thereof : And it is further ordered and decreed, that the said Defendant, Mussumat Anundee Koonwur, as such Widow and heiress in like manner, and from and out of the same estate and effects, do pay to the said Plaintiff the costs incurred by him in the Lower Court, with interest thereon at the rate aforesaid, from the date of the Decree of the said Lower Court to the time of realization.

(a) see Strange"s "Hindu Law," vol. 1, p. 188.