

*Judgment of the Lords of the Judicial Committee
of the Privy Council on the Appeal of Sri Sri
Sri Lakshmi Narayana Ananga Garu v. Sri
Durga Madhawa Deo Garu, (a minor, by his
mother and guardian,) ex parte, from the
High Court of Judicature at Madras; delivered
November 25th, 1892.*

Present :

LORD HOBHOUSE.

LORD MACNAGHTEN.

LORD HANNEN.

LORD SHAND.

SIR RICHARD COUCH.

SIR EDWARD FRY.

[*Delivered by Lord Hobhouse.*]

THE Defendant and Appellant is the Zemindar of Pedda Kimidy, an impartible Raj. The Plaintiff belongs to a branch of the same family, and the sole question is, whether the Plaintiff is entitled to be paid out of the revenues of the Zemindari the amount of a charge created by an agreement made between the Defendant's father, Pitambara Deo, who was then Zemindar of Pedda Kimidy, and Jogi Deo, the eldest son of Pitambara's younger brother, and the uncle of the Plaintiff. According to the agreement there seem to have been disputes between the elder and younger branches of the family, and the agreement is in the following terms:— Pitambara agrees "To give (you)"—that is, Jogi Deo—"presently Rs. 10,000 (ten thousand), " so that neither you nor your younger " brothers nor the members of your family

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“ may make any demand in future in respect
 “ of the household articles, jewels, &c., or
 “ anything, or in respect of the debts incurred
 “ by your deceased father, Parasurama Deo
 “ Garu.” Their Lordships do not know the
 meaning of the expression “ the debts incurred
 “ by your deceased father.” Whether “ incurred ”
 is a wrong word used in the translation, or
 whether the deceased father may have incurred
 debts in such circumstances as would give a
 claim against the estate of the elder brother,
 their Lordships cannot tell; but it is quite
 clear that there were substantial disputes
 respecting a substantial property.

The next paragraph of the agreement is “as
 follows:—“ To give (you) through the collector
 “ every month Rs. 300 on account of the
 “ maintenance of yourself, your younger
 “ brothers three in all, and the rest of your
 “ family. As we hereby agreed that you, your
 “ younger brothers, and the other members of
 “ the family shall have no concern whatever
 “ henceforward in the said Zemindari or any
 “ other thing, you should enjoy the said *Towji* ”
 —that is, allowance. Jogi Deo and his two
 younger brothers are now dead, and the Plaintiff
 is the son of the youngest of them, apparently
 the only issue of the three. It is contended on
 behalf of the Defendant that the payment of
 Rs. 300 a month was only to endure for the
 life of Jogi Deo, or at the most for the lives of
 the three brothers. It is immaterial which of
 those constructions is put forward. Either of
 them seems to their Lordships to be directly at
 variance with the terms of the agreement. It
 cannot be reasonably suggested who is to be
 included in the expression “ the rest of your
 “ family,” unless the issue of the three brothers
 are to be included. It seems clear to their
 Lordships that the Respondent, as the issue of

one of the brothers, is to be so included, and that is the view taken by the High Court whose judgment is now appealed from. With respect to the amount of the maintenance, it seems to have been altered from time to time, but no question is now brought before their Lordships in regard to the exact amount which has been decreed by the High Court. Their Lordships see no reason for interfering with the decree of the High Court, and they will humbly advise Her Majesty to dismiss the appeal.

