

1880  
 NARAIN  
 GUOMARY  
 v.  
 RAMENISHNA  
 DASS.

by the decision of one of the Benches of this Court in the case of *Gunga Persad v. Gogun Sing* (1). There a very similar, and in all material particulars an almost identical, document was offered in evidence. The Judges held that it was admissible without stamp; and when the reason which induced the Court to come to that opinion is examined, it is the same as that given by me for my present decision,—namely, that the document only amounts to an admission.

The existence of the document in question in no way excluded the evidence of the verbal agreement, which was produced on the part of the Maharanee. The Judge in the lower Appellate Court says, that if the document is admissible, he should hold that the decision of the Deputy Collector on the merits was right. This expression of the judicial opinion enables this Court to dispose of the case without a remand, and to restore the decision of the first Court.

The appeal will be allowed with costs, and the appellant will also have her costs in the lower Appellate Court.

*Appeal allowed.*

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ORIGINAL CIVIL.

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*Before Mr. Justice Wilson.*

1880  
 Aug. 9.

MONINDROBHOOSUN BISWAS v. SHOSHEEBHOOSUN BISWAS  
 AND OTHERS.

*Commission to examine Purdahnashin Lady—Costs.*

The Court will not order the costs of a commission to examine a defendant who is a *pardahnashin* lady to be paid by her, or order the estimated cost of the commission to be paid into Court, although the application for the commission is made by the lady herself.

THIS was a suit for partition. One of the defendants, Juggodumba Dasse, now applied to be examined on commission upon the ground that she was a Hindu *pardahnashin* lady of

such rank and station in life as, according to the customs and usages of Hindus, precluded her from appearing in public.

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MONINDRO-  
BHOOSUN  
BISWAS  
v.  
SOSHER-  
BHOOSUN  
BISWAS.

Mr. *Hill* for Juggodumba Dasee.

Mr. *Dutt* for the plaintiff consented to the application, but asked that the applicant might be ordered to pay the costs of the commission, or to pay estimated costs of the commission into Court. He referred to Belchambers's Rules and Orders, 326; Civil Procedure Code, s. 397; and *Nusrat Banoo v. Mahomed Sayem* (1).

Mr. *Jackson*, Mr. *Allen*, and Mr. *Lee* for the other defendants.

WILSON, J., refused to order the applicant to pay the costs of the commission, or to order her to pay the estimated costs into Court, and ordered the commission to issue. Costs to be costs in the cause.

Attorneys for the plaintiff: Messrs. *Mookerjee* and *Deb*.

Attorneys for the defendants: Baboo *G. C. Chunder*; Messrs. *Swinhoe, Law, & Co.*; Baboo *M. D. Sen*; and Messrs. *Dignam* and *Robinson*.

Before Mr. Justice Wilson.

RAMCONNOY AUDICARRY v. JOHUR LALL DUTT.

1880

June 7.

Hindu Law—Interest exceeding Principal—Usury Laws—Act XXVIII of 1855—Contract Act (IX of 1872), s. 10.

According to Hindu law, arrears of interest more than sufficient to double the debt are not recoverable, and the law upon this point was not affected by the Act (XXVIII of 1855) for the repeal of the Usury Laws, nor by s. 10 of the Contract Act.

*Semle*.—The rule of Hindu law in question has not properly anything to do with the legality or illegality of any contract, but is rather a rule of limitation.

THIS was a suit to recover the sum of Rs. 1,101-5-4, being the principal and interest due upon a promissory note for Rs. 400.