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plaintiff's. The effect upon the plaintiff's is of course that a document, which was perfectly valid and effective at the time it was executed against any such registered document as that of defendant which might subsequently be executed, has now become ineffectual against such a document.

I was at first inclined to consider that the Legislature could not have intended such a result, particularly as no provision is made for enabling parties to register within a reasonable time those unregistered documents affected for the first time by the provisions of the new Act; and I was inclined to think that the right of persons circumstanced like the plaintiff might be saved by the provisions of s. 6, General Clauses Act, whereby the repeal of any Statute, Act, or Regulation shall not affect anything done before the repealing Act shall have come into operation. But a careful examination of s. 50 and the explanation annexed to it has satisfied me that the application of s. 6 of the General Clauses Act will not save plaintiff's document from being affected by the provisions of s. 50, for Act III of 1877 does more than merely repeal Act VIII of 1871. It contains in s. 50 an express provision by which all unregistered documents executed at the time the former laws referred to in the section were in force are to be defeated by all registered documents of the nature of those mentioned in the section. I would, therefore, answer the reference in the affirmative.

STRAIGHT, J.—It appears to me that s. 50 of the Registration Act of 1877 is conclusive, and that the defendant's registered deed takes precedence of the plaintiff's unregistered bonds.

## APPELLATE CIVIL.

*Before Mr. Justice Pearson and Mr. Justice Oudfield.*

GHULAM MUSTAFA (PLAINTIFF) v. HURMAT AND ANOTHER (DEFENDANTS).  
*Muhammadian Law—Gift—Dower.*

*Hold* that the provisions of the Muhammadian law applicable to gifts made by persons labouring under a fatal disease do not apply to a so-called gift made in lieu of a dower-debt, which is really of the nature of a sale.

\* Second Appeal, No. 1286 of 1879, from a decree of Maulvi Abdul Qayam Khan, Subordinate Judge of Bareilly, dated the 14th August, 1879, affirming a decree of Shah Ahmad-ullah, Munsif of Bareilly, dated the 30th May, 1879.

THE plaintiff in this suit claimed under a deed of sale possession of a five-biswansi share of a village called Benipur, on payment of Rs. 52-8-0, being the dower-debt due to the defendant Hurmat by her deceased husband, Nur Muhammad. The property in suit was a portion of a ten-biswas share of Benipur which had belonged to Nur Muhammad, who died on the 25th August, 1875. On the 21st August, 1875, or four days before his death, Nur Muhammad executed a deed of gift transferring his ten-biswas share of Benipur to the defendant Hurmat. The consideration for this transfer purported to be Rs. 1,600, being part of a sum of Rs. 2,500 which was alleged to be due by him to his wife on account of dower. Under this transfer the defendant Hurmat obtained possession of the share. On the 11th February, 1879, the defendant Ali Ahmad, asserting himself to be the owner of seven biswas and a half out of the ten biswas share, by inheritance from Nur Muhammad, executed the deed of sale in favour of the plaintiff under which he claimed, transferring five biswansis of the property to him. The plaintiff contended that the deed of gift executed by Nur Muhammad in favour of the defendant Hurmat was invalid, since it had been executed when Nur Muhammad was suffering from a fatal disease, and consequently, according to Muhammadan law, when he was incapable of transferring his property. Both the lower Courts found as a fact that the deed of gift was executed by Nur Muhammad while in full possession of his senses, and held that the Muhammadan law applicable to gifts made by a person labouring under a fatal disease did not apply to a gift made in consideration of a dower-debt.

On appeal to the High Court the plaintiff again contended that the gift to the defendant Hurmat was invalid according to Muhammadan law, having been made while the donor was suffering from a fatal disease.

Munshis *Hanuman Prasad* and *Sukh Ram*, for the appellant.

Mr. *Conlan* and *Mir Zahur Husain*, for the respondents.

The judgment of the Court (PEARSON, J., and OLDFIELD, J.,) was delivered by

PEARSON, J.—The provisions of the Muhammadan law applicable to gifts made by persons labouring under a fatal disease do not

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apply to a so-called gift made in lieu of a dower-debt, which is really of the nature of a sale. Case No. 21 in Macnaughten's Precedents of marriage, dower, divorce, and parentage is on all fours with the present case and entirely supports the decision of the lower Courts. The just claims of the heirs are not interfered with by the payment of debts which must be paid before the heirs can enter upon the inheritance. The lower Courts have found on the evidence that the executant of the deed in question in the present case was in his sound senses when he executed the deed; and from the medical evidence it is doubtful whether he was then labouring under the disease which caused his death shortly afterwards. The appeal fails and is dismissed with costs.

*Appeal dismissed.*

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*Before Mr Justice Pearson and Mr. Justice Straight.*

BHAGWAN PRASAD (JUDGMENT-DEBTOR) v. SHEO SAHAI (DECREE-HOLDER)\*

*Execution of decree—Act X of 1877 (Civil Procedure Code), s. 326.*

S. 326 of Act X of 1877 does not apply to a decree which directs the sale of land or of a share in land in pursuance of a contract specifically affecting the same. The Court, therefore, cannot authorize the Collector to stay the sale in such a case under s. 326.

THE decree in this case, bearing date the 16th August, 1878, had been made in a suit on a bond for the payment of certain money charging certain land paying revenue to Government with such payment. Among the reliefs asked for in the suit was the sale of such land for the satisfaction of the bond-debt. The decree directed, *inter alia*, the sale of such property in satisfaction of such debt. The property having been attached in the execution of the decree, the Collector, with reference to s. 326, Act X of 1877, represented to the Subordinate Judge, the Court executing the decree, by a proceeding dated the 17th December, 1878, that the sale of the land was objectionable, and that the decree might be satisfied by instalments within eight years by a lease of the land for that term; and asked the Subordinate Judge to postpone the sale of the land which was fixed to take place on the 20th December, and to authorize him

\* Second Appeal, No. 25 of 1880, from an order of J. H. Prinsep, Esq., Judge of Cawnpore, dated the 19th January, 1880, reversing an order of Babu Ram Kall Chandhri, Subordinate Judge, dated the 11th March, 1879.