

1877

IMPERATRIZ

v.
SIRSA'PA.

Full Bench there took of the object of the
g that the signature or mark of the accused
ned to the record, seems to me to be wholly
ise of any compulsion, by fine or otherwise,
aining such signature or mark.

has been frequently followed here and in
; *Reg. v. Apá bin Kesu*⁽¹⁾ and *Reg. v. Shivya*,⁽²⁾
noticed, but not apparently assented to, in
yya,⁽³⁾ a Madras case, where, however, it does
we can judge from the report, that the Court
ered the reasoning in the Full Bench decision

ession is, that section 180 of the Penal Code is
the signatures or marks made to such confes-
its, as those treated of in sections 122 and 346
ocedure Code.

re, that the conviction ought to be quashed, and
returned.

Order accordingly.

C. Rep. 181.

(2) I. L. R. 1 Bom. 219.

(3) I. L. R. 2 Mad. 5.

APPELLATE CIVIL.

*Jestropp, Kl., Chief Justice, Mr. Justice M. Melvill
and Mr. Justice F. D. Melvill.*

PLAINIFF) v. R'ANU AND ANOTHER (DEFENDANTS).*

t—Boul—Act XVIII of 1869, Sec. 14, Sch. 2, Art. 11.

t consisted of two parts, the first containing a promise to
sum of Rs. 12-8-0, and the second a further promise to give

reement the instrument required a stamp of eight annas
ct XVIII of 1869 and sch. 2, art. 11; but that as a simple
roperly stamped with a stamp of two annas, and that, if the
l his claim for grain, he could recove upon it the principa
nterest.

reference under section 49 of the Indian Stamp

* Civil Reference, No. 9 of 1879.

1879

CHIMNA'JI

RA'NU.

Act (No. I of 1879), made by Khán Sáheb I Judge of Junnar, through the District Judge

The plaintiff on the 25th March 1879 sued for Rs. 16-15-0 and one maund and one *anná* *nágli* on a document dated the 17th January 1879 on a stamped paper of the value of two annas. The authentication of this document was as follows :—

“ We ” (meaning the defendants) “ promise to repay the sum of Rs. 12-8-0 borrowed from you in the month of Phalgun of this year (Shake received in cash. In addition to this we give ‘ *páilies* ’ of *nágli* in the month of Phalgun on failure to give it (*i.e.*, *nágli*) give *wádh* at the rate of a maund for every maund per year.”

In his reference the Subordinate Judge stated that he refused to receive the above document in evidence because that it was insufficiently stamped, that thereupon the plaintiff's *vakíl* relinquished the plaintiff's claim for the grant of only a money decree, alleging that the agreement provided merely for money payment to the plaintiff and was stamped, and was, therefore, admissible. The question referred to the High Court was “ Is the document receivable to support the money claim alone, and if not, what stamp and penalty will be necessary to render it so?”

The parties did not appear.

WESTROPP, C.J.—This Court considers that the stamp on the instrument in question would have been sufficient if it had been annas, that being the stamp required for an agreement liable to a higher rate of duty than a bond for the purpose of section 14 of Act XVIII of 1869).

The Court agrees with the Subordinate Judge that the plaintiff may abandon the agreement for *nágli*, and may recover the principal, Rs. 12-8-0, due thereon, the stamp of two annas being sufficient for that amount.