

1874.
 May 12.
 C. M. S. A.
 No. 335
 of 1873.

he would construe, he says, as meaning in such a case as this "suit on appeal" that is in effect the clause would be read as if the words were "the amount or value of the subject-matter in dispute in the appeal" and various anomalies are suggested as likely to arise from a different construction. It would not be difficult on the other hand to suggest inconveniences from the reading adopted by the Lower Court. But it is sufficient for us to say that the language of the Legislature is clear and that the intention was to make the value of the suit, and not of the matter in dispute in the appeal, the criterion by which to determine Appellate Jurisdiction.

Appellate Jurisdiction.(a)

Referred Case No. 25 of 1874.

BHEEMANGOWDA against EERANAH.

Payment endorsed on a bond by direction of the obligor who cannot write and signed with his mark is an acknowledgment in writing within the meaning of Section 20 of Act IX of 1871 (the Indian Limitation Act.)

1874.
 May 22.
 R. C. No. 25.
 of 1874.

THIS was a case referred for the opinion of the High Court by P. Teroomal Row, District Munsif of Bellary, in Suit No. 76 of 1874.

The Judgment of the Court states the facts.

No Counsel were instructed.

PER CURIAM :—In this case the District Munsif asks whether a payment endorsed on a bond by direction of the obligor, who cannot write, and signed with his mark, is an acknowledgment in writing within the meaning of Section XX of Act IX of 1871(b).

The High Court are clearly of opinion that it is.

(a) Present : Morgan, C. J. and Holloway, J.

(b) The portion of the section which applies in this case is as follows :—“ No promise or acknowledgment in respect of a debt or legacy shall take the case out of the operation of this Act, unless such promise or acknowledgment is contained in some writing signed, before the expiration of the prescribed period, by the party to be charged therewith or by his agent specially authorised in this behalf.”
