go on paying the said sum of Rs. 12 every year. In consideration of your being my cousin, I have given this document to you for your maintenance."

*Dhirajlál Mathurádás* for the plaintiff.

*Marriott* (with him *A'tmárám Jagannáth*) for the defendant.

The following authorities were cited in the course of the argument:—

Taylor on Ev., Sec. 1035; *Gale* v. *Williamson*, 8 M. & W. 405; *Peacock* v. *Monk*, 1 Ves. Sen. 128; Norton on Ev., Sec. 647.

PER CURIAM (COUCH C.J., and NEWTON, J.):—The Court decides, upon the first question, that the agreement has not the same efficacy as a deed according to English law.

On the second, that the relationship mentioned in the agreement is not a sufficient consideration.

And on the third, that evidence cannot be admitted that there was a different consideration from that expressed in the agreement.

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Jan. 30.

## *Special Appeal No.* 699 *of* 1867.

DA'DU valad ANSAR SA'HEB ..................*Appellant*.
BA'LGOUDA' bin SHANKARA'PPA'..............*Respondent*.

*Month—British Calendar Month—Act VIII. of* 1859, *Sec.* 230.

The word "month" in Sec. 230 of the Code of Civil Procedure means a month according to the English calendar. An applicant under that section has a clear calendar month, exclusive of the day of dispossession, within which to prefer his application.

THIS was a special appeal from the decision of W. Sandwith, Acting Judge of the District of Kaládghi, in Appeal No. 85 of 1867, reversing the decree of the Munsif of Bijápúr.

The plaintiff, Balgoudá, under Sec. 230 of the Code of Civil Procedure, applied to recover possession of a *judi* field, No. 112, measuring 25 acres 34 chains, alleging that it was

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entered in the name of Bápu bin Sangambassáppá, and given by the latter to him, the plaintiff, in consideration of love and affection, but that he was dispossessed of it, on the 2nd of December 1865, by the defendant, Dádu, in execution of a decree obtained by him against the aforesaid Bápu's son Bassangoudá.

One of the objections taken by the defendant in his written statement was, that the application of the plaintiff had been presented to the court on the 2nd of January 1866, after the month allowed by Sec. 230 had expired, and that, consequently, his application should not have been received, as it was not presented within the prescribed time.

The Munsif allowed the defendant's objection, and gave a decree in his favour.

In appeal, the Acting District Judge held that the words in Sec. 230, namely, "he may apply to the Court within one month from the date of dispossession," indicated that the day following the dispossession was to be the commencement of the month allowed; and, finding in favour of the plaintiff on the merits of the case, he reversed the Munsif's decree, and awarded the plaintiff's claim.

The special appeal was heard before TUCKER and WARDEN, JJ.

*Fakíráppá Lingáppá* and *Bhairavanáth Mangesh*, for the appellant:—As the word "month" in Sec. 230 of the Code of Civil Procedure has not been defined in any part of the Code, it should, according to the Common Law of England, be taken to mean a lunar month; and as in some sections of the Code—for instance, in Sec. 333—it has been expressly provided that the period allowed for the performance of a particular act is to be reckoned from, and exclusive of, the day in which another act had been done which formed the starting-point of the term of limitation, it would be resonable in construing Sec. 230, where no such provision is made, to hold that the period of limitation includes the day on which dispossesion takes place.

*Gaṇesh Hari Paṭvardhan* for the respondent.

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TUCKER, J.:—Although it has been decided in England that where "months" are spoken of in an Act of Parliament without the word "calendar," and nothing is added from which a clear inference can be drawn that the Legislature intended calendar months, it is understood that they are lunar months (a), we are not bound to assume that it was the intention of the Indian Legislature, when they used the word "month" or "months" without prefixing any defining adjective, to mean lunar months. The rule of construction which has been followed in England originated in old times, and its adoption has been regretted by eminent English Judges, and we do not feel ourselves constrained to follow it in interpreting Indian Acts. The word "month" has not been defined in the Civil Procedure Code; but in the Regulations which were superseded by that code it had always been interpreted to mean a calendar month. There is no indication that the Indian Legislature, when it passed Act VIII. of 1859, intended to use the word in any other sense than that which had been generally applied to it in India, previous to the passing of the Act. In the Criminal Procedure Code, which was passed by the same Legislature, and which came into operation three years subsequently, we find it distinctly declared: "Wherever the word "year" or the word "month" is used, it is to be understood that the year or month is to be reckoned (b) according to the British Calendar." A similar definition is to be found in the General Clauses Act of 1868 (c). From the practice which prevailed previous to 1860, when the Civil Procedure Code came into operation, and from the subsequent Acts of the Legislature, I think it may be rightly inferred that their intention was to express by the term "month" a British calendar month, and, so far as I am aware, all Civil Courts on this side of India have adopted this interpretation since the code became law. The words in Sec. 230, "he may apply to the court within one month from the date of such dispossession," give to the applicant a clear month, computed according to the British calendar, exclu-

(a) *Lacon* v. *Hooper*, 6 Term Rep. 224.

(b) Act XXV. of 1861, Sec. 20. (c) Act I. of 1868.

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sive of the day on which he was dispossessed, in which to make his application. I hold, therefore, that the District Judge took a correct view of the law, and that his decree must be confirmed, with costs on the special appellant.

WARDEN, J., concurred.

*Decree confirmed.*

*Note.*—Upon a reference made by the Judge of Khándesh, in his letter No. 893 dated the 23rd of April 1866, submitting, under Act XXIII. of 1861, a statement of a case involving a question of law, and requesting to be informed whether the period of limitation prescribed for a suit based upon a bond should be computed according to the British or Maráṭhi calendar, the Court (COUCH, C.J., and NEWTON, J.) ruled, on the 27th of September 1865, that it should be computed according to the former.

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*Special Appeal No.* 443 *of* 1866.

MANISHANKAR HARGOVAN....................*Appellant.*
TRIKAM NARSI *et al.* ........................*Respondents.*

***Invasion of Privacy by opening doors and windows—Actionable Wrong—Usage of Gujarát—Injunction to restrain invasion of privacy.***

*Held*, that, in accordance with the usage of Gujarát, an invasion of privacy is an actionable wrong, and that a man may not open new doors or windows in his house, or make any new apertures, or enlarge old ones, in a way which will enable him to overlook those portions of his neighbour's premises which are ordinarily secluded from observation, and so intrude upon his privacy.

Doctrine of English Law, which has been followed by the High Court of Madras, different.

THIS was a special appeal from the decision of J. R. Naylor, Senior Assistant Judge of Súrat, at Broach, in Appeal Suit No. 146 of 1864, reversing the decree of the Ṣadr Amín of Broach.

The plaintiffs sued to obtain an injunction directing the defendant to close up certain doors and windows, which he had recently opened out, through which he obtained an outlook into the plaintiff's premises.

The defendant answered that he could do whatever he liked with his own house, and that the opening of the doors and windows was no invasion of the plaintiffs' privacy, since