

There does not appear to be any express decision of the English courts on a contract of sale, but there can be no doubt what would be if the point were directly raised.

The Senior Assistant Judge has decided that the place of abode of the seller is the place of delivery in this case, and, that being the place where the cotton was at the time of the sale, his decision is correct; and as it has been found as a matter of fact that the plaintiff did not go to the defendant's place to take delivery, and the plaintiff thus failed to perform his duty, the decree of the lower court must be confirmed with costs.

GIBBS J. :—I concur.

Decree confirmed.

Civil Petition.

VA'SUDEV VISHNU, a Minor, by his Guardian

Bháskar Vásudev, *et al.* *Petitioners.*

NA'RA'YAN JAGANNA'TH DI'KSHI'T..... *Opponent.*

Arbitration Award—Execution—Appeal—Civ. Proc. Code, Sec. 327.

An appeal lies from an order made in execution of an arbitration award filed under the provisions of Sec. 327 of the Civ. Proc. Code.

ON the 28th of August 1867 an arbitration award was made whereby Náráyan Dikshít obtained certain rights against the petitioner Vásudev, and, at the instance of Náráyan, it was filed in the Court of the Principal Šadr Amín of Khándesh on the 25th of November 1867. After this an application for the execution of the award was presented by the said Náráyan, and the Principal Šadr Amín ordered the award to be executed as prayed for. Upon this the petitioner Vásudev presented a petition of appeal to the Judge, the Honorable G. A. Hobart, who, under date the 2nd of March 1868, made the following order:—

“Without entering into the merits of the order appealed against, I refuse the appeal, because, though it is laid down in Sec. 327 of Act VIII. of 1859, that awards of the nature of that with reference to the execution of which the appeal is made, shall be enforced as awards made under the provi-

1868.

DA'DA'BHA'I

NARSI

v.

SALLEMAN

DASSU.

Sept. 3.

1868.

VASU DEV
VISHNU
et al.
v.

NA'RAYAN J.
DIKSHIT.

sions of Ch. VI. of the said Act, and by Sec. 325 decrees on such awards are to be carried into execution as other decrees of court, and appeals lie under Sec. 11 of Act XXIII. of 1861 in the matter of execution of decrees, yet this latter provision does not appear to me to make an appeal legal in the matter of execution of awards on which a decree has not followed."

Against this order the petitioner having presented an application to the High Court, it was heard before NEWTON and TUCKER, JJ.

Shántarám Náráyan for the petitioners.

Vishvanáth Náráyan Mandlik for the opponent.

PER CURIAM :—The Court is of opinion that an appeal will lie from an order made in execution of an arbitration award filed under the provisions of Sec. 327 of the Civil Procedure Code. The Judge's order is reversed, and he should hear the appeal. We make no order for costs.

Order reversed.

Sept. 4.

Special Appeal No. 311 of 1868.

TIMMA'PPA' BHAT *et al.* *Appellants.*

PARMESHRIAMMA' *et al.* *Respondents.*

Maintenance—Brother's Widow—Limitation—Charge—Act XIV. of 1859, Sec. 1., cl. 13—Separate Maintenance.

Held that a Hindú widow is entitled to maintenance from her husband's brother, whether separated or not, notwithstanding the non-receipt by the latter of her husband's assets.

In a suit for maintenance the cause of action ordinarily arises at the time when the maintenance, having become necessary, is refused by the party from whom it is claimed.

Act XIV. of 1859, Sec. 1., cl. 13, does not apply to all suits for the recovery of maintenance brought by a Hindú widow against her husband's family, but only to suits in which the plaintiff seeks to have her maintenance made a charge on a particular estate.

There is nothing in the Hindú Law to prevent the Court, in its discretion, awarding a widow separate maintenance.

Former decisions commented on.

THIS was a special appeal from the decision of R. West, Acting Judge of the District of North Cánará, in Ap-