

1868.
Sept. 30.

Referred Case.

GAṆPĀTRĀ'V bin RĀ' MJĪ *Plaintiff.*
MĀNNU' bin MOHĀNĪ *Defendant.*

*Word "Months" used in Native Instruments—Mode of Computing—
Native Calendar.*

Where a promissory note executed by a Native bore a Native date only, and was made payable in a certain number of months from such date : It was held that these months should be calculated according to the Native, not the British Calendar.

THE following case was submitted by Janārdhan Vāsudevji, Judge of the Court of Small Causes at Puṇá, for the decision of the High Court :—

"One Gaṇpatráv bin Rámji Málle has presented a plaint to this Court, suing one Mannú bin Mohanji for the payment of Rs. 123 on a promissory note dated the 4th of Chaitra Shudhya, Shake 1787, corresponding with the 30th of March 1865. The note stipulates payment in four months, and if those months be taken to be Native calendar months the note becomes payable on the 4th of Shrāvaṇ Shudhya, Shake 1787, corresponding with the 26th of July 1865, and the claim is barred at the date of the presentation of the plaint; but if the stipulated period of payment be taken to be four English calendar months, then the debt becomes due on the 30th of July 1865, and the claim is within the limitation. The question, therefore, for decision is whether, when an instrument bears a Native date, and is made payable within a given number of months, those months should be construed to be the Native or the English calendar months.

"The note in question gives no corresponding English date, and it is, therefore, clear that the months therein used to represent the period of payment were intended by the parties to be the Native, and not the English, calendar months. I am, therefore, of opinion that when a Native, and not an English, date is borne by an instrument, and the debt is made payable within a certain number of months, those months must be taken to be the Native months, and the period of limitation reckoned by the English year, from the

English date which may correspond with the Native date on which the stipulated period of payment, calculated according to Native months, may expire.”

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 V.
 MANNU
 MOHANJI.

PER CURIAM (COUCH, C. J., and NEWTON, J.):—The Court concurs with the Judge of the Small Cause Court in opinion that in this case months must be calculated according to the Native calendar. The parties, having used only Native dates, must be presumed to have contracted with reference to the Native, and not the English calendar.

NOTE.—See S. A. No. 2317, Bellasis, Rep., p. 90; S. A. No. 2518, Morris, Rep., Part I. p. 115; Letter No. 2376 of 27th September 1866 to the Judge of Khándesh (upon a reference made by him under Sec. 28 of Act XXIII. of 1861) stating that, under the present law of limitation, the time must be computed according to the English calendar year.

Special Appeal No. 386 of 1868.

Oct. 1.

SAMSUDDIN SULTA'N *et al.*Appellants.
 RA'MJI BHIKA' *et al.*Respondents.

Agreement to supply Cotton—Advance—Stamp—Act X. of 1862, Sch. A, Arts. 4 and 15.

An agreement to supply cotton in consideration of a sum of money received should be stamped under Art. 4, and not under Art. 15, Sch. A, Act X. of 1862.

THIS was a Special Appeal from the decision of the Honorable G. A. Hobart, Judge of the District of Khándesh, in Appeal Suit No. 45 of 1867, confirming the decree of A'ppáji Lakshuman, Munsif of Nandurbár.

The plaintiffs sued as heirs of one Akhbár Alli to recover a sum of money alleged to be due on an agreement in which the defendants, in consideration of an advance made to them, undertook to supply a certain quality of cotton at a fixed rate.

The defendants, though duly served with summonses, did not appear to defend the suit.

The Munsif considered that the agreement sued on should be stamped at the rate laid down in Art. 12, Sch. A, Act X. of 1862, and, as the stamp of one rupee affixed to that agree-