

building, such as a storehouse or barn, standing at a distance from the dwelling-house and not forming parcel of it: *Penton v. Browne* (b).

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If the outer-door of the defendant's dwelling-house be open and the Sheriff or Názár enter, he may afterwards break an inner door, or boxes, trunks, chests, &c., &c., to take the goods (c).

We think that it would be an improvement in the law if, where a defendant, leaving his dwelling-house unoccupied by any member of his family, and with his property locked up in it, absconds for the purpose of evading execution of a decree against him, the Sheriff or Názár were permitted to break open the outer door and to seize the property. On the authorities, we are unable to say that he can now do so; and we think that legislation would be necessary in order to render such a proceeding legal.

GIBBS, J., concurred.

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June 26.

TUKA'RAM bin RA'MKRISHNA' ..... *Plaintiff.*

GUNA'JI bin MHA'LOJI ..... *Defendant.*

*Hindú Law—Execution against Husband—Ornaments of Wife—Stridhan when liable to seizure; when not.*

Ornaments on the person of a Hindú wife, if forming part of her *stridhan*, cannot be taken under an execution against her husband. On certain occasions, however, the husband may take them, but the right is personal to him.

JANA'RDAN VA'SUDEVJI, Judge of the Court of Small Causes at Puñá, submitted for the decision of the High Court the question—"Can the ornaments on the person of the wife of a judgment-debtor who is a Hindú be taken in execution sued out against the husband?"

"The question has arisen in the matter of an application made by the plaintiff (Tukárám) for execution of the decree which he has obtained against the defendant Gunáji.

(b) 1 Siderfin 186; S. C. 1 Keble, 698.

(c) 2 R. Palmer 54; 1 Brownlow 50; 2 Rol. Rep. 2; Shower 87 (Butt's ed. 403); Cowper 1; 4 Taunton 619; see also 1 Marshall 565; 6 Taunton 246; Hobart 263; 3 B. & P. 229.

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“ I am of opinion that the ornaments on the person of a Hindú wife must be taken to be her *stridhan*, which is not liable to attachment for the debt of the husband. Execution, therefore, cannot be levied of such ornaments in the case referred to.”

WESTROPP, C.J., :—The Judge has not stated whence or how the wife obtained the ornaments. The answer to his question, therefore, can only be given hypothetically.

It is perfectly clear that if she obtained the ornaments under such circumstances as to render them part of her *stridhan*, they cannot be taken under an execution against her husband. It is apparently true that in certain exigencies the husband may take them. Sir Thomas Strange, Vol. I., p. 27, says: “ The alleged occasions are—the preservation of the family during a famine, which may be construed to mean, generally, want; any distress, having the effect of preventing the performance of an indispensable, particularly of a religious, duty; sickness; imprisonment, and even the distress of a son. *It would seem, however, that the right is personal in the husband, since it has been held in the case of a writ of execution for a debt due by one that the wife's stridhan could not be seized under it; though, had he been arrested or taken, he might (ex concessis) have applied the ornaments on her neck to its discharge, having no other means of extricating himself from legal custody.*” See also 2 Strange, H. L. 23 (*Hammuckah v. Rungapa*); and see Grady, H. L., p. 174.

In order to ascertain what is *stridhan* in this Presidency, careful reference should be made to Ch. II., Sec. XI., of the Mitákshará on Inheritance, and to the Mayúkha, Ch. IV., Sec. X., and West and Bühler, pp. 67 *et seq.* and 109, Part II.

Here, according to the first of those authorities, that is *stridhan* which (whether ornaments or other property) was given to her by her father, mother, husband, or brother; and also that which was presented to her on her marriage by her maternal or paternal uncles or aunts; and also a gratuity given to her on the occasion of a second marriage by her husband, and also what she may have acquired by inher-

itance, purchase, partition, seizure, or finding: Miták., Ch. II., Sec. XI., para. 2; and "that which was given to her by her kindred; as well as her fee or gratuity or anything bestowed after marriage; what is given to a damsel by her kindred, by the relations of her mother or those of her father; the gratuity for the receipt of which a girl is given in marriage; what is bestowed or given after marriage or subsequently to the nuptials:" Miták., Ch. II., Sec. XI., para. 6; Mayúkha, Ch. IV., Sec. X., paras. 2 and 3; and also "what has been received by a woman from the family of her husband at a time posterior to her marriage is called a gift subsequent, and so is that which is similarly received from the family of *her* father. It is celebrated as woman's property:" Miták., Ch. IV., Sec. XI., para. 7. But not property given to a woman with a view to cheating the heirs, or by persons who are strangers in blood to her and to her husband: Mayúkha, Ch. IV., Sec. X., paras. 6 and 7.

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GIBBS, J., concurred.

*Referred Case.*

June 26.

TRIKAM DA'MODHAR ..... *Plaintiff.*  
 LA'LA' AMI'RCHAND ..... *Defendant.*

*Wagering Contract—Promissory Note given in payment of Loss on Wagering Contract—Consideration—Act XXI. of 1848—Bombay Act III. of 1865.*

A promissory note which has for its consideration a debt due on a wagering contract is not binding in the hands of the original payee.

THE following question was referred for the decision of the High Court by Gopálráv Hari Deshmukh, Judge of the Court of Small Causes at Ahmedábád, under Sec. 22 of Act XI. of 1865:—

"Is a promissory note which had for its consideration a debt due on account of a wagering contract binding?"

"The plaintiff has sued the defendant on a promissory note. The defendant pleaded that the promissory note, though apparently for cash received, was in fact for a debt due on a wagering contract called "*vaída*." It is satisfac-