

services in skinning them. But supposing, without granting, that the Mâhârs had some right, the proper *forum* for its assertion is the Civil Court. There was no intention to cause wrongful loss within the meaning of the Indian Penal Code.

No one appeared on behalf of the Crown.

WEST, J.—The owner of the bullock asserted his right to the carcass when dead, and being in possession might retain such possession if supported by any colour of right until a better title was made to the property. This being so, the act was not one to be dealt with under the criminal law, but one for which the remedy was to be sought in the Civil Court. The Court, therefore, reverses the conviction and sentence, and directs the refund of the fine.

Conviction and sentence reversed.

APPELLATE CIVIL.

FULL BENCH.

Before Sir Charles Sargent, Knight, Chief Justice, Mr. Justice Kemball, and Mr. Justice West.

BA'LKRIISHNA TRIMBAK, PLAINTIFF, *v.* GOVIND PA'ND NAIK, DEFENDANT.* February 6.

Stamp Act I of 1879—Bond—Promissory note.

Where an instrument bearing date the 24th September, 1881, stamped with an adhesive stamp of one anna, and attested, recited that an account was made up of the principal and interest due on a former bond executed by the defendant to the plaintiff, and that a certain sum was found due at the date of the instrument, the defendant promising to pay interest at a certain rate on the sum thus found due and pay the principal on demand,

Held that the instrument was a bond within the definition given in Act I of 1879, and should be stamped accordingly.

* Civil Reference, No. 59 of 1883

1884.

BÁLKRIŚHNA
TRIMBAK
v
GOVIND PÁND
NÁIK.

UNDER section 49 of the Stamp Act I of 1879 this case was submitted for the opinion of the High Court by Ráo Sáheb K. N. Kher, Subordinate Judge of Alibág.

The plaintiff Bálkriřna sued upon a writing which he styled a promissory note. It was dated the 24th September, 1881, and bore an adhesive stamp of one anna. The following is a translation of it:—

“To A. B., executed by C. D., the reason of my giving this promissory note in writing is as follows:—I gave in writing to you, in the year before the last, a bond for Rs. 10. On making an account thereof, the amount found due on account of the principal and interest together to this day is Rs. 17-9-3, and I borrowed another sum last year, viz., Rs. 18-6-9 in cash. In all, Rs. 36 are found due to this day. I will pay interest thereon at the rate of $\frac{1}{4}$ (quarter) anna per month per rupee, and pay the principal sum on demand. I, or the heirs to my estate, will fulfil this agreement. I have duly given this instrument in writing of my free will and accord, and without being under any intoxicating influence.—Dated 24th September, 1881.

Attestation.

Signature.”

The question referred to the High Court was whether the instrument was sufficiently stamped.

The Subordinate Judge was of opinion that it was a bond within the meaning of Act I of 1879.

There was no appearance of parties in the High Court.

Per Curiam.—The instrument is a bond within the definition given in the Stamp Act I of 1879, and should be stamped accordingly.