

NATCHIRE *et al.* v. ISMAIL LEBBE.

D. C., Kalutara, 1,260.

1896.
November 23
and 30.*Agreement to deliver jewellery, &c., on marriage—Necessity of stamping it—When it may be stamped—Ordinance No. 3 of 1896, s. 32—Prescription.*

A writing whereby defendant promised to deliver to plaintiffs on their marriage certain jewellery and other ornaments is an agreement which must be stamped before it is received in evidence; and it may be stamped under section 32 of Ordinance No. 3 of 1890, although the prescriptive term of six years has expired after its execution, provided the action in which it was sued upon was in fact instituted within such term.

THE two plaintiffs sued on a document whereby the defendant had promised to deliver to them on their marriage with each other certain jewellery. Objection was taken that the document was not stamped, and the plaintiffs thereupon moved to stamp it under section 32 of Ordinance No. 3 of 1890. The District Judge disallowed the motion and dismissed the case. The plaintiffs appealed.

Pieris, for appellants.

Bawa, for respondent.

30th November, 1896. LAWRIE, J.—

In my opinion the writing founded on by the plaintiffs by which the defendant promised to deliver jewellery and other ornaments to the plaintiffs on their marriage is an agreement which must be stamped before it is received in evidence. I am unable to sustain the refusal of the learned District Judge to allow the plaintiffs an opportunity of having the instrument stamped on payment of the fine and conform to the 32nd section of the Stamp Ordinance, No. 3 of 1890. I find nothing in the Ordinance which makes it impossible to get an instrument of this kind legally stamped after execution. It was urged that as an action on the agreement could not be brought after six years of the breach of the agreement, the agreement could not be stamped now after six years had expired. I am of the opinion that as the action was brought in time the limitation does not apply, and that the writing may be stamped now.

Set aside, and sent back for further proceedings according to law. Plaintiffs to have the costs of this appeal.

[Appeal dealt with by one Judge under Ordinance No. 5 of 1896.]