[CIVIL JURISDICTION.]

[ACTION No. 21, 1922.]

A. J. C. PATEL BROS. *v.* RAMSEWAK MAHARAJ.

Judgment debtor—imprisonment of—summons for discovery of debtor's means.

Held, orders for commitment should only be made on a summons issued under the Debtors Ordinance 1886; and not under process issued under Rule 288 of the Civil Procedure Rules.

(Judgment not printed.)

[CIVIL JURISDICTION.]

[ACTION No. 91, 1923.]

GUNPAT CHOWDAREE *v.* JAGAI.

Bills of Sale Ordinance 1879—document void for non-compliance with the provisions thereof as to attestation and registration—if void, void for all purposes.

Held, the Agreement in question operates as a Bill of Sale and is void for non-compliance, certain covenants however in the agreement are divisible and therefore still valid.

Sir ALFRED YOUNG, C.J.　This is a case in which the plaintiff founds his claim upon a certain agreement dated the 9th day of November, 1922, and made between the parties to the action; with the exception of a further small claim for money paid by the plaintiff for the defendant at his request.

At the close of the evidence of the plaintiff Mr. Crompton of counsel for the defendant raised the objection in law that the agreement of the 9th November, 1922 (exhibit B), was fraudulent and void in that it did not comply with the Bills of Sale Ordinance No. 3 of 1879.

In the course of his argument he submitted that the agreement (exhibit B) came within the definition of a Bill of Sale under section 3 of the Bills of Sale Ordinance, and in such case was fraudulent and void since it did not comply with the requirements as to attestation and registration prescribed by section 8 of the Ordinance.　He further submitted that if void, it was void for all purposes, and did not admit of one part being treated as divisible from another.

Mr. Mann in reply submitted that the defendant having derived benefit under the agreement was estopped by his conduct from now treating the agreement as invalid.　The point has been argued at considerable length, and a great number of