

*Judgment of the Lords of the Judicial Committee of the Privy Council on the Appeal of Maung Po Hti v. Mahomed Cassim and another, from the Chief Court of Lower Burma, delivered the 24th June 1903.*

Present :

LORD MACNAGHTEN.

LORD DAVEY.

LORD ROBERTSON.

SIR ANDREW SCOBLE.

SIR ARTHUR WILSON.

[*Delivered by Lord Macnaghten.*]

Their Lordships are of opinion that the Judgment of the Chief Court is perfectly right. The partnership agreement of the 25th of June 1897 is an instrument falling within Section 17, clause (b) of the Indian Registration Act (Act No. iii. of 1877). In one of the clauses of the agreement there is a complete assurance of a right of redemption for and during a future period of limited duration. The clause declares that what, but for this stipulation, would have been the right of the three partners, shall, during that period, be the right of one of the three, exercisable by him for his own sole benefit. That right is a right in immoveable property. The agreement, therefore, ought to have been registered. Being unregistered, it is inadmissible in evidence. If the agreement had been registered, then, if the Respondents had been content to abide by their bargain, no further assurance from them would have been required; if they had contested the Appellant's right, a declaration by the Court of his right as expressed in the agreement would have been sufficient, and it would not have been necessary for the Court to make an Order directing the execution of any further instrument.

Their Lordships will therefore humbly advise His Majesty that this Appeal ought to be dismissed. The Appellant must pay the costs of the Appeal.

