

APPELLATE CIVIL.

1877.
July 20.

Before Sir W. Morgan, C.J. and Mr. Justice Innes.

PROCEEDINGS, 20TH JULY 1877.

ROWSON, COMPLAINANT, v. HANAMA ME'STRI, DEFENDANT.

Contract to supply labor—Act XIII of 1859.

A contract to supply laborers and to get labor performed by them, even though the nature and extent of the work are not clearly specified, falls within the provisions of Act XIII of 1859.

UPON a reference by the Judicial Commissioner of Ootacamund of certain proceedings of the Joint Magistrate of Ootacamund, dated 11th May 1877, as being contrary to law, Counsel not appearing, the High Court passed the following

RULING :—In this case the Joint Magistrate has dismissed a complaint of breach of contract on the ground that the contract being merely a contract to supply coolies was not within the provisions of Act XIII of 1859. The contract acknowledges the receipt of an advance of Rupees 200 from the complainant and binds the contractor to return within a certain date to the complainant's plantation, to bring with him fifty coolies, and to keep that number of coolies at work on the plantation for at least three months from the date of their arrival.

The Judicial Commissioner submits that the order of the Joint Magistrate dismissing the case is opposed to the Proceedings of the High Court, dated 13th July 1867 (1). The Judicial Commissioner states also his opinion that a recent ruling of the Court, dated 23rd February 1876 (2), is in conflict with the decision in the earlier ruling of the 13th July 1867.

The High Court observe that in the case disposed of in the Proceedings of the 23rd February 1876 the contract was simply to supply coolies, and the Court ruled that such a contract was not within the provisions of Act XIII of 1859. In the case now referred by the Judicial Commissioner there is something more than a contract to supply coolies. The contractor agreed to supply the coolies and to keep them at work on a plantation, in

(1) 3 Mad. H. C. B. App. xxv.

(2) Not reported.

other words to get work performed on a plantation for at least three months. In this respect the contract is on a footing with the contract dealt with in the ruling of the 13th July 1867, which was distinctly decided on the ground that the contract was not merely to supply laborers but to get labor performed. The circumstance that, in the present case the nature and extent of the work to be performed are not clearly specified does not take the case out of the provisions of the Act. (*Vide* Section 4.)

For these reasons the High Court consider the order of the Joint Magistrate dismissing the complaint to be illegal.

Order set aside.

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Rowson
&
HANAMA
MESTRI.

APPELLATE CIVIL.

Before Sir W. Morgan, C. J. and Mr. Justice Kindersley.

1877.
August 10.

VENKATA RA'MA RAU, APPELLANT, v. VENKATA
SURIYA RAU AND ANOTHER, RESPONDENTS (1).

Hindu lady—Stridhanam—Will.

Where a Hindu lady had received presents of moveable property from her husband, from time to time, during their married life and, after his death, partly out of such property and partly from funds raised by the mortgage of jewels admitted to be her stridhanam, purchased immoveable property—*Held* that that was her stridhanam and that she consequently could dispose of it by will.

THIS was an appeal from the decree of F. Brandt, Acting Judge of the Godávari District, in Original Suit No. 22 of 1877.

Mr. *Miller* for the Appellant, the plaintiff.

Mr. *Johnstone* for the Respondents, the defendants.

The facts sufficiently appear from the following judgments:—

MORGAN, C. J.—The appellant in this case, the Zamindár of Pattapore, in the District of Godávari, was the plaintiff in the suit below.

The suit was brought by him to recover a half share of the muttah of Viravaram, upon the ground that the muttah had been acquired by his grandmother, Bávayammá, the widow of Niladri, a former Zamindár, "by her own exertions;" that it was her self-acquisition and not her *stridhanam* property; and that, upon her death, the plaintiff, who is the son of her elder son, was

(1) Regular Appeal No. 19 of 1877, against the decree of F. Brandt, Acting Judge of the Godávari District, in Original Suit No. 22 of 1877.