very different from those which had been produced in the previous state of things. We must therefore reverse the decree of the District Judge and restore that of the District Munsif with costs in this and in the lower Appellate Court.

RAJA OF VENKATAGIRI *v.* RAJA MUDDUKRISHNA.

APPELLATE CRIMINAL.

Before Mr. Justice Subrahmania Ayyar and Mr. Justice Sankaran Nair.

VENKATRAMA CHETTI (APPELLANT), PETITIONER,

1904. July 13, 19.

v.

EMPEROR, RESPONDENT.*

District Municipalities Act—(Madras) Act III of 1889, s. 4—Allowing offensive matter to flow into a 'street'—Discharge into drains not forming part of street—Definition of 'street'.

A defendant was charged under section 4 of the Madras District Municipalities Act with allowing offensive matter to flow from his house into a street. The matter flowed into a drain or ditch constructed along the side of the roadway. On the question as to whether any offence had been committed :

Held, that a 'street' is any way or road in a city having houses on both sides; and that in consequence this definition excluded the drain or ditch on either side of the roadway ; that the drain was not part of the 'street', and that the offence charged had not been committed.

CHARGE of letting offensive matter from a house flow into a street, under section 4 of (Madras) Act III of 1889. The defendant was convicted and ordered to pay a fine of Rs. 2 and in default to undergo simple imprisonment for two days. The conviction and sentence were confirmed on appeal. Defendant preferred this criminal revision petition. The facts are sufficiently set out in the judgment.

---

* Criminal Revision Case Nos. 64 and 65 of 1904, presented under sections 435 and 439 of the Code of Criminal Procedure praying the High Court to revise the judgments of M.R.Ry. V. Chappan Menon, Deputy Magistrate of Erode Sub-Division, in Criminal Appeals Nos. 119 and 120 of 1903, presented against the convictions and sentences of M.R.Ry. P. Tangavelu Mudaliar, Stationary Second-class Magistrate of Dharapuram, in Calendar Case Nos. 361 and 362.

VENKATRAMA CHETTI v. EMPEROR.

K. Narayana Row for petitioner.

The Public Prosecutor in support of the convictions.

ORDER.—In Criminal Revision Case No. 64 of 1904, the petitioner Venkatrama Chetti has been convicted of letting offensive matter from his house flow into a street, under section 4 of Madras Act III of 1889.

He contends that the matter discharged from his house is not offensive matter and has examined a witness who swears that the so-called offensive matter is "the water used for bathing purposes" in his house. He further contends that the water was not discharged into the street but only into a drain by the side of his house and that such drain does not form part of the street within the meaning of Act III of 1889.

It is found by both the lower Courts that the accused has allowed the water to flow into what is called in their judgments a 'drain' or 'ditch' constructed alongside the roadway.

The question therefore for decision is whether this 'drain' or 'ditch' forms part of the street.

The word 'street' is not defined in Act III of 1889, so we must take it to have been used in its ordinary and popular sense. We do not think it necessary to refer to the definitions of the word in other Acts as they do not exclude the ordinary sense of the word but only extend the term so as to include what otherwise would not be covered by it. See *Vestry of St. Mary Islington* v. *Barrett*(1).

What, then, is its ordinary meaning? Jessel, M.R., in *Taylor* v. *Corporation of Oldham*(2) accepts the following definition laid down in the Imperial Dictionary. "A street is properly a paved way or road but in usage any way or road in a city having houses on one or both sides."

This definition excludes what is called in this case the 'drain' or 'ditch' on either side of the roadway and we must hold therefore that this drain is not part of the street.

The accused has therefore not allowed any matter to flow into the 'street.'

On this ground the conviction must be set aside and the fine, if levied, refunded.

---

(1) L.R., 9 Q.B., 283.

(2) L.R., 4 Ch.D., 395 at p. 408.

Criminal Revision Case No. 65 *of* 1904;—This case follows our order in Criminal Revision Case No. 64 of 1904 and for the like reasons as are recorded in our order therein, we set aside the conviction and direct that the fine, if levied, be refunded.

APPELLATE CIVIL.

Before Sir S. Subrahmania Ayyar, Officiating Chief Justice, and Mr. Justice Boddam.

MEENAKSHI GINNING AND PRESSING COMPANY (LD.) (DEFENDANT), APPELLANT,

1904. March 7, 8, 16.

v.

MYLE SREERAMULU NAIDU (PLAINTIFF), RESPONDENT.*

Civil Procedure Code—Act XIV of 1882, s. 17, Explans. II and III—Jurisdiction—Place where contract was made—Promissory note dated and signed within the jurisdiction of one Court, and sealed and countersigned elsewhere.

A negotiable promissory note, drawn on behalf of a Company, was signed by the Secretaries and Treasurers and dated at Bellary. The note was then sent to another place, where the Agent countersigned and affixed the seal to it and posted it, addressed to the payee at Madras, who received it there. A suit was subsequently brought on the note in the Court at Bellary:

Held, that the Court had jurisdiction. A statement of the place of execution is not essential to the validity of a negotiable promissory note, nor are the parties precluded from dating it at a place different from that at which it is actually made, if, for any propose of theirs, they consider it necessary to do so. Where, therefore, a negotiable note is dated with reference to a specified place, and the justice of the case does not necessitate a different conclusion, the parties should be presumed to have agreed to that place being taken to be the place of the contract.

Winter v. *Round*, (I.M.H.C.R., 202), referred to.

SUIT on a promissory note. Plaintiff was the indorsee of a negotiable promissory note executed on behalf of a Company, and he sued in the District Court at Bellary. The question raised and decided was whether that Court had jurisdiction to entertain the suit, on the ground that the contract had been made at Bellary. The facts found were that the signatures of the Secretaries and

---

* Appeal No. 44 of 1902, presented against the decree of S. Russell, Esq., District Judge of Bellary, in Original Suit No. 22 of 1901.