1863. *February* 2, 9. *O. S. No.* 73 *of* 1862.

goods carried," as was said by Parke B. in *Freeman* v. *Birch*(*a*). Manifestly so long as the goods remain at the risk of the consignor they cannot have been delivered to the consignee; and in this case the plaintiff himself expressly states that they remained at his risk throughout the journey, and until actually received by the defendant. It seems to me therefore in this case impossible to hold that this Court has jurisdiction. I would add also with respect to the mode of conveyance by banghy parcel—that there is a great difference between that and conveyance by a common carrier. A common carrier is by the law of England responsible for all losses, unless occasioned by the act of God or the Queen's enemies; but the Post Master General is under no such responsibility. The Indian Post Office Act XVII of 1854, Section 49 expressly provides that the Government shall not be responsible for any loss or danger which may occur in respect to anything entrusted to the Post Office for conveyance ;" and in England it has long been settled that the Post Master General is similarly exempt, notwithstanding the opinion of Lord Chief Justice Holt to the contrary. The present suit must be dismissed for want of jurisdiction.

Suit dismissed

(*a*) 3 Q. B. Rep. 492.

ORIGINAL JURISDICTION.

Original Suit No. 36 *of* 1862.

WINTER *against* ROUND.

Where the payee sued the maker of a note which was dated "Madras 27th September 1860" and delivered to the plaintiff at Madras :—*Held*, that the High Court had jurisdiction to entertain the suit though the defendant had signed the note as Secunderabad, whence he had sent it by post to the plaintiff.

The making of a promissory note is altogether the act of the maker, and delivery to the promisee is required to render it complete.

1863. *February* 7, 9. *O. S. No.*36 *of* 1862.

PLAINT for rupees 513-8-0 on a promissory note, dated " Madras, 27th September 1860."

The summons was served upon the defendant at Secunderabad, where he had dwelt at and for sometime previously to the filing of the plaint. He did not appear in obedience to the summons, and the case was heard *ex parte* in chambers.

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No counsel appeared for the plaintiff.

The plaintiff proved the defendant's signature to the note ; but stated that the note, though dated at Madras, was in fact signed by the defendant at Secunderabad. The body of the note was written in Madras, and it was sent by post to the defendant, who returned it with his signature through the post to the plaintiff at Madras. This note was given in renewal of a former note, which had been signed by the defendant at Madras ; and the original consideration was goods supplied to the defendant at Madras.

On the 13th of February 1863, the following judgment was delivered by

BITTLESTON, J. :—The defendant in this case dwells beyond the local limits of this Court's jurisdiction ; and upon the summons, which contains his acknowledgment of the service of it, he statets his objection to the jurisdiction. The jurisdiction depends upon the question whether the cause of action arose within the local limits. The original consideration appears to have been goods supplied to defendant at Madras, and the first note, of which the one sued upon is a renewal, was signed and delivered by the defendant at Madras. If the note sued upon had been both signed and delivered by the defendant at Madras, I should not have doubted at all as to the jurisdiction ; but this note, though dated at Madras, was in fact signed at Secunderabad. Since the last Court-day I have considered the point ; and I think that on two grounds this note must still be considered as made at Madras, so that upon its non-payment a cause of action arose there. First, because the defendant signed it as a note made at Madras. Secondly, because the delivery of the note to the plaintiff took place at Madras ; and the delivery to the plaintiff was necessary to complete his title. In *Wilde* v. *Sheridan* (*a*) Coleridge, J. points out the distinction between an acceptance of a bill of exchange which is written on the drawer's paper and is complete without delivery. The making of a promissory note is altogether the act of the maker, and requires delivery to the promisee to render it

(*a*) 21 L. J. Q. B. 260 ; 1 Bail C. C. 56. See *Buckley* v. *Harm*, Exch. 43 and *Roff* v. *Miller*, 19 L. J. C. P. 278.

1863. *February* 7, 9. *O. S. No.* 36 *of* 1862.

complete ; and as in this case it was delivered to the plaintiff at Madras, and was dated at Madras, I think this Court has jurisdiction and that the plaintiff is entitled to judgment for the amount claimed.

Judgment for the plaintiff for Rupees 513-8-0.

ORIGINAL JURISDICTION.

Original Suit No. 170 *of* 1855.

COULTRUP and another *against* SMITH.

The judgments of the Judges of the late Supreme Court sitting under Act IX of 1850 (the Small Causes Courts Act) are Judgments of a Court established by Royal Charter, and are therefore not affected by Act XIV of 1859, Sec. 20.

1863. *February* 10. *O. S. No.* 170 *of* 1855.

AT the sitting of the Court the following judgment was delivered by.

SCOTLAND, C. J. :—Yesterday in chambers an application was made to me by Mr. Ritchie, of the firm of Ritchie and Shaw, to set aside a writ of execution issued in a case of *Coultrup and another* v. *Smith* which was tried by the late Supreme Court, sitting under the Small Causes Courts Act (Act IX of 1850). He contended that the matter came within the Limitation Act (Act XIV of 1859), Section 20, because, he said, the Judges of the Supreme Court, when sitting under the Small Causes Courts Act, did not constitute a Court established by Royal Charter. I took time to consider the point, which seems novel, and is of some importance, and am now prepared to dispose of the application.

Looking to the provisions of the Small Causes Courts Act and the Limitation Act, it seems clear that the powers vested in the Judges of the Supreme Court by the former Act were exercised by them as Judges of the Supreme Court The 11th Section of Act IX of 1850 provides that " any judge or judges of the Supreme Court of Judicature who shall consent to aid in the execution of this Act *may* exercise all the powers of a Judge appointed under this Act, and suits *may* be tried by him sitting in the Supreme Court un-