

Appellate Jurisdiction (a)

Referred Case No. 15 of 1869.

CHOCKALINGA PILLAI *against* KUMARA VIRUTHALAM.

Several claims, each of which separately is within the Small Cause jurisdiction of a District Munsif, may be joined together and form the basis of a suit in the Small Cause Court.

The plaintiff was the lessor and the defendant the lessee of certain land under an agreement whereby the defendant agreed to occupy the land for two years and to deliver a certain quantity of paddy at four specified periods. Defendant failed to deliver the paddy.

In a suit for rent. *Held*, that although the plaintiff might have sued for each instalment of rent as it fell due, the aggregate of such unpaid instalments should be deemed one cause of action.

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of 1869.

THIS was a case referred for the opinion of the High Court by J. H. Nelson, the Judge of the Court of Small Causes at Combaconum, in Suit No. 102 of 1869.

This was a suit for rent due to the plaintiff by the defendant under a parol agreement, by which the defendant bound himself to deliver to the plaintiff 30 kalams of kadappu paddy in the month of October 1866, 20 kalams of sumba paddy in the month of February 1867, 30 kalams of kadappu paddy in the month of October 1867, and 20 kalams of sumba paddy in the month of February 1868, in consideration of the plaintiff permitting the defendant to occupy certain land from the month of April 1866 to the month of March 1868.

The defendant's pleader objected to the jurisdiction of the Court to entertain the suit on the ground that there were four distinct causes of action, each of which was not cognizable by the Court, and relied on Section 8 of the Civil Procedure Code.

The Judge was of opinion that there were four distinct causes of action, each of them being cognizable by one and the same Court, but that Court, by reason of the amount of the suit, was the District Munsif's, on the Small Cause Court Side, and not the Court of Small Causes at Combaconum.

The Judge dismissed the suit, subject to the opinion of the High Court, upon the following question:—

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Can this Court try and determine this suit?

No Counsel were instructed.

The Court delivered the following

JUDGMENT:—The question referred is whether several claims, each of which separately is within the Small Cause jurisdiction of a District Munsif, can be joined together and form the basis of a suit in the Small Cause Court, and we are of opinion that such a suit is cognizable by the Small Cause Court. Although each item in the payments stipulated for in this lease constitutes a debt, the aggregate of such items constitutes but one *cause of action*,—the distinction between an agreement consisting of various items which are intended to form one entire demand on the one hand and several distinct and independent claims on the other being clear and undoubted.

In *Grimbly v. Aykroyd* (a) it was held that where one item is connected with another in this sense, that the dealing is not intended to terminate with one contract, but to be continuous, so that one item if not paid shall be united with another and form one entire demand, the plaintiff cannot split these items into separate causes of action, but must sue upon the aggregate amount.

Here plaintiff was the lessor and defendant the lessee of certain lands for the term of the agricultural years 1866-68. The dealing was continuous for two years, and though plaintiff of course might have sued for each item or instalment of rent as it fell due, the aggregate of two or more of such unpaid instalments cannot be divided into two or more causes of action, but must be deemed one cause of action.

(a) 1 Exch. 479.