

(1897) 01 MAD CK 0004
In the Madras High Court

Narayanasami Mudaliar

APPELLANT

Vs

Lokanibalammal

RESPONDENT

Date of Decision : 29-01-1897

Acts Referred:

Citation : (1897) 7 MLJ 220

Judgement

1. There can be no doubt that in the letter the defendant's husband merely asked for a loan of money. The letter does not amount to a promise, and no obligation would have arisen unless the addressee had consented to comply with (he request and to lend the money, Acceptance on the defendant's part of the offer made in the letter was necessary before any obligation could be said to" arise, whereas if the letter were equivalent to a promissory note, it would follow that on mere proof of the writing and signature the plaintiff would.have been entitled to recover. We cannot understand how such a letter can be construed as a promissory note, or how the; request of the writer to send the letter back can make any difference. The terms of the letter in Ayyanna v. Nagabhooshanam ILR 16 M. 283 are not quite the same as they are in the present case. The case more closely resembles the ease of Dhondhat Narharbhat v. Atmaram Moreshvar. ILR 13 B. 659. We must reverse the decree. There must be a decree for plaintiff for the amount claimed with interest and costs throughout.