Ghatwal not to receive any rents and profits from the raiyats, and also to the raiyats not to pay their rents to the Ghatwal.

1901 JAN. 2.

APPELLATE CIVIL.

28 C. 483.

This order, which was affirmed on appeal, has now been appealed against by the judgment-debtor; and it is contended on his behalf that what has been done by the Subordinate Judge and affirmed by the Deputy Commissioner is to attach future rents and profits; and that this could not be done under the law. As we have already said, if the Subordinate Judge had made the order in terms of the application of the decree-holders and appointed a Receiver to take charge of the rents and profits as they fall due from time to time, no difficulty would arise; but difficulty may arise from the terms of the order of the Subordinate Judge, to which we have just referred. It is quite possible that the Subordinate Judge by his order meant to direct that, as the rents and profits fall due, they would stand attached; but, as it is, we are not quite sure, that this is what the Subordinate Judge meant by his order. In this connection we may refer the Subordinate Judge, not only to the case, which Mr. Fisher, the late Deputy Commissioner, has cited in his judgment (1), but [485] also to the case of *Haridas Acharjia Chowdhry* v. *Baroda Kishore Acharjia Chowdhry* (2), as showing that future rents and profits, as such, cannot be attached, and we might here add the practical effect of the order of the Subordinate Judge is that, the Ghatwal, being prevented from recovering the rents and profits in future, would not be in a position to pay the wages of the chowkidars, and so to perform the duty which devolves upon him as Ghatwal. We think, however, that, if a proper application is made to the Subordinate Judge by the decree-holders for the appointment of a Receiver, that officer will consider the propriety of making such appointment; and in that case, there will be no difficulty in the Receiver receiving the rents and profits as they fall due from time to time, and making provisions for the payment of the wages of the chowkidars and other incidental expenses.

With these observations we send back the case to the Subordinate Judge. We make no order as to costs.

Case remanded.

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28. C. 485.

Before Mr. Justice Ghose and Mr. Justice Pratt.

E. J. ROOKE (*Plaintiff*) *v.* BENGAL COAL COMPANY, LD. (*Defendants*).* [4th January, 1901.]

Land—Act X of 1859, *s.* 23, *cl.* 4—*Suit for rent—Mining lease—Revenue Courts, Jurisdiction of—Suits, cognisance of.*

The word 'land' in s. 23, clause 4, of Act X of 1859, refers to land granted for agricultural or horticultural purposes and not to land granted for mining purposes and for purposes of building, making roads and so forth.

The words '*or the like*' in the same clause must be taken *ejusdem generis* with the rights spoken of therein, and do not cover the right of taking coal from the land demised.

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* Appeal from Appellate Decree No. 1147 of 1898, against the decree of F. B. Taylor, Esq., Judicial Commissioner of Chota Nagpur, dated the 7th of April 1898, affirming the decree of Babu Prasanna Kumar Das Gupta, Deputy Collector of Gobindpore, dated the 28th of September 1897.

(1) (1896) I. L. R. 23 Cal. 873.—[*Rep.*] (2) (1899) I. L. R. 27 Cal. 38.

1901
JAN. 4.

APPELLATE CIVIL.

28 C. 486.

THIS appeal arose out of a suit for arrears of rent under clause 4, s. 23 of Act X of 1859, instituted in the Court of the Deputy Collector of Chota Nagpur. The defendants held 50 bighas of [486] land under a lease granted by the landlords, in which the purpose, for which the land was let out, was described as follows: "To enable you to carry on business in coal and other articles as also to construct buildings and make roads, etc., we grant you settlement in respect of the underground coal and *dhaoot*, etc., which are now in existence and will be discovered hereafter within the four limits of the said village * * *, as also of the *danga patit* and jungle lands on the surface." An issue was framed in the first Court as to whether that Court, as a Revenue Court, had jurisdiction to try the case. The Deputy Collector held, on the authority of the case of *Raniganj Coal Association* v. *Judoo Nath Ghose* (1), that the lease being chiefly for mining purposes, the suit was not within the cognizance of the Revenue Courts; and that the fact that the lease was for surface rights as well did not affect the question. He accordingly dismissed the suit.

The plaintiff appealed to the Judicial Commissioner of Chota Nagpur. The appeal was dismissed. Thereupon the plaintiff appealed to the High Court.

1901, JAN. 4. Babu *Umakali Mukerji*, for the appellant.

Dr. *Rash Behari Ghose* and Babu *Dwarka Nath Chakravarti*, for the respondents.

1901, JAN. 4. The judgment of the High Court (GHOSE and PRATT, JJ.) was as follows:—

The only question which arises in this appeal is, whether the Revenue Court had jurisdiction to entertain the suit that was brought for recovery of rent under Act X of 1859.

The lease, with which we are concerned, was a lease for mining purposes and for purposes of building, making roads and so forth, the land not being demised for agricultural or horticultural purposes. S. 23, clause 4, Act X of 1859, speaks of "suits for arrears of rent due on account of land either kheraji or lakheraj, or on account of any rights of pasturage, forest rights, [487] fisheries or the like." The word "land," as used in this section, has been construed in various decisions of this Court [see, amongst others, the case of *Raniganj Coal Association* v. *Judoo Nath Ghose* (1)] to refer to any land granted for agricultural or horticultural purposes, and not to land granted for purposes such as are mentioned in the lease upon which the suit is founded. In this view of the matter it is obvious that the suit could not be taken cognizance of under Act X of 1859.

The learned vakil for the appellants has, however, contended that the words "or the like" in the section would include rights such as those that were demised by the lease in question. We are, however, unable to accept that view. Those words must be taken *ejusdem generis* with the rights spoken of in the said section and it could hardly be contended that the right of taking coal from the land demised and such other rights demised were covered by the words "or the like" in the section in question.

The appeal is dismissed with costs.

Appeal dismissed.

(1) (1892) I. L. R. 19 Cal. 489.