

1-11-08
3-8-15
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9 5,000-17-12-98.

Revenue (1899) Department.

MISCELLANEOUS SERIES.

G.O., No. 897

DATED 3rd March 99

Printed in G.O. No. 1073
dated 31-10-1901

[Despatch Abstract.]

Passing orders on petition from
Miyajumat-Daula Rustamjoh Daud Ali
Khan Bahadur of Masulipatam regarding
the ~~and~~ mortgage of his unencumbered
personal iram in Ramachandrapur
Taluk, Godavari Dt.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Revenue (1898) Department.

CURRENT No. 8487

From

The Board of Revenue, Land
Revenue, Madras.

Order

No. 1407 REF.

Dated 10th December 1898.

Received }
Registered } 12

Enclosures 2

Spare copies.

SUBJECT.

Submitting to Govt. petitions -
from Niyajum-Daula Rustamjah Daud
Ali Khan Bahadur praying that the -
mortgage of his jaghir may not be -
treated as an alienation under the
Inam rules or that his inam may be
enfranchised on equitable terms.

*Recd
10/12/98
10/12/98*

BACK PAPERS.

G.O.	No.	Department.	Date.
<i>Entire Record papers of 3/1/99.</i>			

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Office of the Board of Revenue,
(Land Revenue),

Madras, dated 10th December 1898.

Read endorsement of V.A. Brodie Esq., Collector of Godavari, D. Dis. No. 1882-Rev., dated 14th November 1898, submitting with remarks a petition addressed to the Board by the Jaghirdar of Hasanabad Hasanabad for the enfranchisement of his jaghir.

Read also endorsement of the same officer, D. Dis. No. 1882-Rev., dated 14th November 1898, forwarding the petition of Nawab Miya Jumaat ^{Daula} Daula Rustumjah Daula, Ali Khan Bahadur Inthiz-ahmad Jung, Nawab of Masulipatam.

Reference No. 1407 dated 10th December 1898.

The petitions from Miya Jumaat-Daula Rustumjah Daula Ali Khan Bahadur of Masulipatam, received with the Collector's endorsements read above will be submitted to Government for orders.

2. In its Proceedings No. 137, dated 7th June 1898, the Board held that unenfranchised personal inams mortgaged by the inamdars were liable to resumption on the ground of alienation but that, as a rule, the inamdar should be given a reasonable opportunity of redeeming the inams before resumption ^{was} sanctioned. In pursuance of this Proceedings the Collector of Godavari served a notice on the petitioner who is the holder of the unenfranchised personal inam covered by Title-deed No. 2592 of Hasanabad in the Ramachandrapur Taluk, requiring him to redeem the mortgage of that inam within three months on pain of resumption. In the two petitions now forwarded, the petitioner urges that for the purpose of discharging the debts which had gradually accumulated, he had to borrow a lakh of rupees in 1896, upon a usufructuary mortgage of the inam and that it is impossible for him to redeem it within the time allowed. He does not, however, ask for an extension of the period to enable him to comply with the notice, but contends that the mortgage of the inam does not constitute an alienation within the meaning of rule V of the Inam rules. He also requests that if the Board and Government should be of a different opinion his inam may be exempted from the operation of the rule as a special case,

or that it may at least be enfranchised on any terms which may be deemed fair and equitable.

3. In declaring that in the case of unenfranchised personal inams mortgage constitutes "alienation" within the meaning of rule V of the Inam rules, the Board followed the analogy of the Pensions Act, section 12 of which lays down that "securities of every kind made by the person entitled to any pension, pay or allowance ^e are null and void". The Board believes that the principle on which the mortgage of a pension is prohibited must apply to unenfranchised inams as well, and also concurs with the Collector in considering that there are no special circumstances in the present case which would justify a relaxation of the rule. As regards the enfranchisement of the inam, the Collector states that the terms originally offered in 1860 at the time of the Inam Settlement cannot now be held out, and that the quit-rent may be fixed at ^{three-fourths} of the paimash assessment. This question will be referred to the Inam Commissioner and a further report submitted to Government on receipt of his reply.

Lancel Davidson
Ag. Secretary.

To
The Secretary to Government, Revenue Department, with petitions
and enclosure.
The Inam Commissioner.

C.B.

Jola

26-10-98
Munsafib Petha
Madrab
30 OCT. 1898
The Collector of Godavari
Godavari St.

Respected Sir
I humbly request you will be kind enough to forward the two petitions submitted here with to the Board of Revenue & the Government respectively & recommend the same to their favourable consideration.

I beg to remain
Sir
your most obedient
servant

30 OCT. 98

ناظرا الی

8/14/98



PETITION

0748

REVENUE DEPT.

To

The Honourable the Board of Revenue.

MADRAS.

*The humble petition of Nawab
Niyajumat Dowla Rustumjah
Darood Ali Khan Bahadur
Inthizahmad Jung, Nawab of
Masulipatam.*

RESPECTFULLY SHEWETH:—

1. That the petitioner is the owner of the Jaghir of Hassanabad in Kota Ramachandrapur Taluq in the Godavari District and has been served by the Tahsildar of Ramachandrapur with a copy of the Proceedings of the Board of Revenue (Land Revenue) No. 137 dated 7th of June 1898.

*2812 Ins Rev
2-7-98*

2. That in reference to the proceedings above mentioned the petitioner begs to make the following representation to the Board in the hope that in view of the circumstances disclosed herein, the Board will be kindly pleased to accede to the petitioner's prayer at the foot of this petition.

3. That the village of Hassanabad was conferred upon the ancestor of the petitioner as a hereditary personal Inam and Sarva Jaghir by the Nizam of Hyderabad in the years 1158 and 1164 Hejiri for valuable military and political services rendered to the Nizam.

4. That for distinguished services done to the British Government at the time of the acquisition of the Northern Circars, services which are referred to in the Kistna District manual, the British Government recognized and confirmed the title of the petitioner's ancestor to the said Jaghir of Hassanabad and the British Government was also pleased to grant a monthly allowance in consideration of the said services and for the purpose of enabling the petitioner's ancestor and his descendants to support the dignity of their position.

*11 293-294 of
the Kistna District
Manual
The British Govt did
not do this*

5. That the income derived by the petitioner from his Jaghir and other properties and the monthly allowance paid to him by the Government being insufficient for the maintenance of his large family and for the performance of marriages and other necessary ceremonies, the petitioner has been obliged to contract debts from time to time.

*Vide Kistna
Manual
p. 293-4
also p. 295
The British Govt
did not do this*

6. That for the purpose of discharging the petitioner's debts which had gradually accumulated to large sums of money, the petitioner was obliged to borrow a lac of rupees on the 6th of April 1896 from one Tadepalli Purushotham Garu upon a usufructuary mortgage of the said Jaghir and the petitioner's other landed properties at Masulipatam.

7. That at the time of the Inam settlement a quit rent of Rs. 163-0-0 was fixed upon the Jaghir, but owing to the straitened circumstances of the petitioner, he was unable to avail himself of the offer of enfranchisement at the time.

8. That about the time of the Inam settlement, the petitioner was anxious to proceed on a pilgrimage to Mecca and being in want of funds for that purpose requested the Government for payment of a sum of Rs. 10,000 out of his pension in advance.

9. That the Government was pleased to advance the amount asked for by the petitioner upon the security of the Hassanabad Jaghir (*vide* letter from the Collector of Krishna dated 8th February 1860).

10. That by reason of the facts that the Government itself accepted a hypothecation of his Jaghir from the petitioner, that mortgages of personal Inams were extremely common in the Kistna District and that no objection was ever raised to such mortgages by the District Officers, the petitioner was induced to believe that there could be no objection to his borrowing money for his needs upon the security of his Jaghir.

11. That prior to the mortgage deed of the 6th of April 1896, the petitioner himself had executed simple mortgages of his Jaghir on three different occasions in 1864, 1866 and 1880, and during all this period of 34 years, the petitioner has never been informed by the District Officers or by the Government that there was any objection to a mortgage of the Jaghir.

12. That by a notice received from the Tahsildar of Kota Ramachandrapur on or about the 5th September 1898, the petitioner has been required to redeem the mortgage of the 6th of April 1896 within 3 months from the receipt of the notice.

13. That it is impossible for the petitioner to redeem the mortgage for a lac of rupees within the period fixed, and should the Government resume the Jaghir and impose the full assessment thereon, the mortgagee would at once turn round upon the petitioner and try to realise his debt by a sale of all the other landed

properties of the petitioner and the petitioner and his family will be ruined by being deprived of house and home and of their means of subsistence.

14. That the petitioner begs to submit that the alienation contemplated by the Inam rules is a transfer of the ownership itself by the holder of the Inam to a stranger and that where there has been no such absolute transfer of ownership, the right of the Government to resume the Inam does not arise.

15. That a mortgage does not involve any transfer of ownership in this country as in England, that it is nothing more than the creation of a security in favour of the creditor and that even in the cases of mortgages by conditional sale, the mortgagee does not become the owner, until an order is passed by the Court for foreclosure will be clear from the provisions of the Transfer of Property Act.

16. That if any transfer of any interest, though limited in extent or duration, in favor of another were regarded as an alienation within the meaning of the Inam rules, a lease of the Inam for a term of years or a *kanom* would also be obnoxious to the rules, a result which, the petitioner submits, could not possibly have been contemplated by the Government.

17. The petitioner therefore submits that so long as his right of ownership continues intact and so long as it is open to him to redeem his Inam and resume possession, there is no alienation by him within the meaning of the rules and that the Inam cannot be resumed by the Government.

18. If the Honorable Board, however, should be of opinion that even a mortgage falls within the prohibition of the Inam rules, the petitioner begs to appeal to the mercy of the Board and of the Government and prays that in view of the special circumstances of his case the Board will be graciously pleased to exempt his Jaghir from the operation of the proceedings above referred to or at least to recommend to Government the enfranchisement of his Jaghir upon any terms which the Board may consider fair and equitable and thus save an ancient and noble family from ruin.

For which act of kindness and charity the petitioner shall, as in duty bound, ever pray.

*The petitioner begs to remain
your most obedient servant*

26-10-98

G. A. NATESAN & CO., MADRAS.

[Handwritten signature]

1882
D Dis 98 dated 14-11-1898.
Rev

DESPATCHED
17 NOV. 1898

Forwarded

2. The petitioner owns the unfranchised personal jaghire Covered by J. D No. 2592 of Hassanabad in the Ramachandrapur Taluk. He borrowed certain money upon a usufructuary mortgage of the said village. As the mortgage of an unfranchised personal inam has been held by the Board in its Proceedings No. 137 of 7-6-1898 to be an "alienation" within the meaning of clause 3 Rule V of the inam rules, the petitioner was called upon to redeem it within 3 months from the date of the notice on pain of the resumption of the inam. The time allowed for redeeming the mortgage is no doubt short considering the amount that was borrowed. The petitioner does not however require any extension of time for redeeming it. He requests that his inam may either be exempted from the operation of the inam rules or that the inam may now be enfranchised on such terms as the Board may deem fit.

3 The petitioner's first prayer cannot be accepted. There are no special circumstances to justify the exemption of his inam from the operation of the rules. As regards the enfranchisement, the terms offered in 1860 cannot be held out at this distance of time. The Inam Commissioner has in his Ref No. 542 of 96 dated 22-10-1896 remarked that unfranchised inams may now be enfranchised on a quit rent of $\frac{3}{4}$ ths of the assessment with the special sanction of Government. The village of Hassanabad has not been surveyed and settled. The Inam Commissioner fixed the paimash assessment of the village at Rs 1300 vide Col. 7 of the Inam Register. I would therefore recommend that the inam may be enfranchised on a quit rent of $\frac{3}{4}$ ths of this assessment if the inamdar accepts these terms.

(Sd) V. A. Brodie
Collector

To The Secretary to the
Commissioners of Land Revenue
1898
REVENUE DEPT.
Encl. 2
848-7
14-11-98

For Collector.

To

His Excellency the Governor of Fort St. George
in Council,
MADRAS.

The humble petition of Nawab
Niyajumat Dowla Rustumjah
Davood Ali Khan Bahadur
Inthizahmad Jung, Nawab of
Masulipatam.

RESPECTFULLY SHEWETH:—

1. That the petitioner is the owner of the Jaghir of Hassanabad in Kota Ramachandrapur Taluq in the Godavari District and has been served by the Tahsildar of Ramachandrapur with a copy of the Proceedings of the Board of Revenue (Land Revenue) No. 137 dated 7th of June 1898.
2. That in reference to the Proceedings above mentioned the petitioner begs to make the following representation to the Government for its benign consideration.
3. That the village of Hassanabad was conferred upon the ancestor of the petitioner as a hereditary personal Inam and Sarva Jaghir by the Nizam of Hyderabad in the years 1158 and 1164 Hejiri for valuable military and political services rendered to the Nizam.
4. That for distinguished services done to the British Government at the time of the acquisition of the Northern Circars, services which are referred to in the Kistna District manual, the British Government recognized and confirmed the title of the petitioner's ancestor to the said Jaghir of Hassanabad and the British Government was also pleased to grant a monthly allowance in consideration of the said services and for the purpose of enabling the petitioner's ancestor and his descendants to support the dignity of their position.
5. That the income derived by the petitioner from his Jaghir and other properties and the monthly allowance paid to him by the Government being insufficient for the maintenance of his large family and for the performance of marriages and other necessary ceremonies, the petitioner has been obliged to contract debts from time to time.

6. That for the purpose of discharging the petitioner's debts which had gradually accumulated to large sums of money, the petitioner was obliged to borrow a lac of rupees on the 6th of April 1896 from one Tadepalli Purushotham Garu upon a usufructuary mortgage of the said Jaghir and the petitioner's other landed properties at Masulipatam.

7. That at the time of the Inam settlement a quit rent of Rs. 163-0-0 was fixed upon the Jaghir, but owing to the straitened circumstances of the petitioner, he was unable to avail himself of the offer of enfranchisement at the time.

8. That about the time of the Inam settlement, the petitioner was anxious to proceed on a pilgrimage to Mecca and being in want of funds for that purpose requested the Government for payment of a sum of Rs. 10,000 out of his pension in advance.

9. That the Government was pleased to advance the amount asked for by the petitioner upon the security of the Hassanabad Jaghir (vide letter from the Collector of Krishna dated 8th February 1860).

10. That by reason of the facts that the Government itself accepted a hypothecation of his Jaghir from the petitioner, that mortgages of personal Inams were extremely common in the Kistna District and that no objection was ever raised to such mortgages by the District Officers, the petitioner was induced to believe that there could be no objection to his borrowing money for his needs upon the security of his Jaghir.

11. That prior to the mortgage deed of the 6th of April 1896, the petitioner himself had executed simple mortgages of his Jaghir on three different occasions in 1864, 1866 and 1880, and during all this period of 34 years, the petitioner has never been informed by the District Officers or by the Government that there was any objection to a mortgage of the Jaghir.

12. That by a notice received from the Tahsildar of Kota Ramachandrapur on or about the 5th September 1898, the petitioner has been required to redeem the mortgage of the 6th of April 1896 within 3 months from the receipt of the notice.

13. That it is impossible for the petitioner to redeem the mortgage for a lac of rupees within the period fixed, and should the Government resume the Jaghir and impose the full assessment thereon, the mortgagee would at once turn round upon the petitioner and try to realise his debt by a sale of all the other landed

properties of the petitioner and the petitioner and his family will be ruined by being deprived of house and home and of their means of subsistence.

14. That the petitioner begs to submit that the alienation contemplated by the Inam rules is a transfer of the ownership itself by the holder of the Inam to a stranger and that where there has been no such absolute transfer of ownership, the right of the Government to resume the Inam does not arise.

15. That a mortgage does not involve any transfer of ownership in this country as in England, that it is nothing more than the creation of a security in favour of the creditor and that even in the cases of mortgages by conditional sale, the mortgagee does not become the owner, until an order is passed by the Court for foreclosure will be clear from the provisions of the Transfer of Property Act.

16. That if any transfer of any interest, though limited in extent or duration, in favor of another were regarded as an alienation within the meaning of the Inam rules, a lease of the Inam for a term of years or a *kanom* would also be obnoxious to the rules, a result which, the petitioner submits, could not possibly have been contemplated by the Government.

17. The petitioner therefore submits that so long as his right of ownership continues intact and so long as it is open to him to redeem his Inam and resume possession, there is no alienation by him within the meaning of the rules and that the Inam cannot be resumed by the Government.

18. If the Government, however, should be of opinion that even a mortgage falls within the prohibition of Inam rules, the petitioner begs to appeal to the mercy of the Government, and prays that in view of the special circumstances of his case His Excellency the Governor-in-Council will be graciously pleased to exempt his Jaghir from the operation of the Proceedings of the Board above referred to, or at least order the enfranchisement of Jaghir upon any terms which may be considered fair and equitable and thus save an ancient and noble family from ruin.

For which act of kindness and charity the petitioner shall, as in duty bound, ever pray.

The Petitioner begs to remain

*Your Excellency's most obedient & humble
servant*

26-10-98
G. S. S. & CO., MADRAS.

[Signature]

(D) Dis No ¹⁸⁸² Rev of 28 dated 14-11-1898. DEPARTMENT
17 NOV. 1898

Forwards through the Commissioners of
Land Revenue in continuation of this office (S)

Dis No 1882 dated 14-11-88.

(Sd) V. A. Brodie
Collector

V. A. Brodie

For Collector.

16-11-98

To The Secretary to the
Commissioners of Land Revenue.

Order

Revenue (189⁹) Department.

CURRENT No. 241

From

The Board of Revenue, Land
Revenue, Madras.

No. 22 Ref.

Dated 10th January 1899.

Received

Registered

Enclosures

Spare copies

SUBJECT.

Submitting to Govt. the further re-
port promised in connection with the
enfranchisement of the jagir inam
of Hasanabad held by Miyaumat-daula
Rustamjeh Daud Ali Khan Bahadur of
Masulipatam.

1898
REVENUE DEPT.
Encl. No. 2
3487

BACK PAPERS.

G.O.	No.	Department.	Date.
	235 Rev		15-3-99

FURTHER PAPERS.

G.O.	No.	Department.	Date.

OFFICE OF THE BOARD OF REVENUE

(LAND REVENUE),

10th January '99

Madras, 1899

7 READ-- again Reference No.1401, dated 10th December 1898.
Read also letter from the Honourable Mr. J. Sturrock, Inam Commissioner, Dis.No.3, dated 3rd January 1899.

-----:0:-----

Reference No 22 (Petition) dated 10th January 1899 -1898-

7 With reference to ^{the} concluding portion of para 3 of its reference No.1401, dated 10th December 1898, in which the Board promised a further report on the question of the enfranchisement of the jagir inam held by Niyajumat-daula Rustamjah Daud Ali Khan Bahadur of Masulipatam, the Board now submits that following the analogy of the orders contained in Government Order No.235 Rev. dated the 15th March 1893, the Inam Commissioner is of opinion that the inam in question may be enfranchised at ^{three-fourths} ~~3/4~~ of the Paimash assessment as recommended by the Collector.

Kodswamikanna

For Ag. Secretary.

To

The Secretary to Government, Revenue Department.

Md. R. H.

E. W. J. S.

Current No. 8487 of 98
241 799

From The Board of Rev. (R.R.)

Dated 10th Dec 1898.
10th Jan'y 1899
FOR ORDERS.

With the ^{first} current
read above, the Board
of Rev. submits a peti-
tion from Nawab Niyazi
mal Dowla Rustamjahi
Dawood Ali Khan Bahadur,
commonly known as
the Nawab of Masulipatam.
The peti. who is the owner
of the unenclosed
personal jaghir covered
by title deed no 2592 of
Hasanbada in the Goda-
vani St., borrowed a
lakh of rupees in 1896
on ^a nonfructuary
mortgage of his jaghir.
The Board having held
in 1898, (on a reference
from the Collr of Godavari)
that a "mortgage with or
without possession"
Constitute

B.P. 137
7-6-98
H. R.

constituted 'alienation'
within the meaning of rule
V cl(3) of the Inam Rules,
and as such, made the
mortgaged inam liable
to resumption, the Collr of
Godavari served a notice
on the petr. requiring
him to redeem the mort-
gage within three months
on pain of resumption.
The petr. now contends
that the usufructuary
mortgage of his inam does
not constitute an aliena-
tion within the meaning
of rule V of the Inam Rules,
but requests that if the Govt.
holds that it does, his
case may be exempted
from the operation of that
rule, as a special case,
~~in consideration of this~~, or
that the inam may be
enfranchised on any terms
which may be deemed fair
and equitable. He ^{states} ~~argues~~
that in 1860, the Govt. itself
accepted a hypothecation
of

FOR ORDERS.

Vide Appx to A.S.O 116.
(N2.)

paras 14-17 of the petr.

paras 8-10

The collector's letter 28.2.66
referred to by the petitioner
in para 10 of his petition 826-1596
is not traceable.

But even if Govt. ~~did so~~,
the case is quite different.
The reversion belongs to Govt.
& it is Govt. who imposes
the conditions of the tenure ^{para 11.} and
may naturally therefore
grant a loan on it. All the
transaction meant was that
Govt., if the money was not re-
paid, Govt. wd. fully assess
the land & dispose of it to
some one else.

8/2

11.

para 17

of his jaghir, as security
for Rs 10,000 advanced to
him, that mortgages of
personal inams were
extremely common in the
Kistna Dt., and were not
objected to, and that prior
to the mortgage deed of 1886
(the present case) he him-
self had executed simple
mortgages of his jaghire
on three different occasions,
in 1864, '66, and '80, and
argues that an alienation
contemplated by the Inam
Rules is a transfer of the
ownership itself, as is the
case in an English mort-
gage, and not a mortgage
(ordinary) which is only the transfer
of a limited interest in
the property, and that "so
"long as his right of owner-
"ship continues intact
"and so long as it is open
"to him to redeem his inam
"and resume possession
"there is no alienation by him
"within the meaning of the
rule

"rules and that the Inam
"cannot be resumed by
"Govt." On this point, it is
submitted that though per-
hap ~~the mortgage~~
~~is not a usufructuary mortgage~~
but a usufructuary mort-
gage does not amount
to alienation in the strictly
legal sense, yet it is
inadmissible in the
case of an unencumbered
personal inam. The
Board says:-

"In declaring that in
"the case of unencumbered
"personal inams, mort-
"gage constitutes "alienation"
"within the meaning of
"rule V of the Inam Rules,
"the Board followed the au-
"thority of the Pensions Act
"sec. 12 of which lays down
"that 'securities of every
"kind made by the person
"entitled to any pension,
"pay or allowance ---- on
"account of any such
"pension, pay or allowance
or

para 3 of the current No 8487

Of course: the Bd's pre-
sumption is correct & it need
not have been expressed
in terms so hesitating. N.L.
The very nature of a jagir
tenure is that the jagirdar
is the individual object of the
 bounty of Govt. ~~and~~ The jagir
~~therefore~~ is resumable
at any time on certain events
occurring, & it wd be manifestly
inconsistent with the tenure that
it shd be burdened in any
way wh. might cause embar-
rassment to the Govt. or from injustice
to (say) a mortgagee whose security
wd be absolutely gone on a
resumption.

Absolutely
872

"or for giving or assigning
"any future interest there-
"in, are null and void."
"The Board believe, that the
"principle on which the
"mortgage of a pension
"is prohibited must apply
"to unencumbered inams
"as well." Besides this general
principle, the incidents
of a usufructuary mortgage
(as in the present case) of
an personal inam render
it highly necessary, it is
submitted, to prohibit
it. The mortgagee having
nothing but the rent for
ownership; since the inam
all but the ^{legal} owner's
possession, enjoyment
that a stranger ^{might} be
left in enjoyment of the
favourable terms granted
to the inamdar, could not
have been contemplated
by the Inam Rules. It is
therefore submitted that
the pet's contention is
untenable.

1874

Para



2

Appendix to S.O No 116

para of petition
826-10-98.

CR:
14/1/99

Secy

the nearness or remoteness
of the Govt's reversionary
right.

in
10.11.98
H.M.

If the Nawab wishes full
rights over the jagir ~~land~~
~~of the jagir~~ it may be comprised therein on
part of $\frac{3}{4}$ ^{to} ^{an} as recom-
mended by the Board.

His other requests are
totally inadmissible vide
marginal notes

[Signature]
27/1/99

Please see draft below.

EBR
28/2/99.
Lem
1.2.99

conceded
H.S.
22-2-99

24/3/99

Read Bond Ref No 1407 of 10.12.98
(C.No. 845 of 1898)
Read also Bond Ref No 22 of 10.1.99
(C.No. 241 of 1899).

30
CCO. Mis. No 897 of 3 March 99.

The petitioner's contention that
the usufructuary mortgage of his ^{may} ~~land~~
does not constitute an alienation
within the meaning of rule V of the
main rules is ~~absolutely untenable~~
His request that his case ^{may} be exempted
from the operation of the rule cannot
be complied with. ^{Govt} ~~The main rule~~
^{accepts the collector's recommendation that the land}
however be enfranchised at a quit
rent equal to $\frac{3}{4}$ ths of the assessment
~~as recommended by the collector.~~

1.3.99
[Signature]
3/3/99

To the Board of Revenue (L.R.)
Des. 7-3-99. *[Signature]*
28/2/99

When given for copying _____
 When copied _____ } 189
 When examined _____
 When signed _____

READ AGAIN G.O., No. _____, DATED
 189 .

CURRENT No.

ENCLOSURES TO Q. No.

ORDER OF GOVERNMENT A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
 IN ORIGINAL.

N.B.—

- A = Copy in full.
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- Q = Copy heading only.