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in Sec. 230 of Act VIII. of 1859 of certain words contained in Sec. 223. I mean the words "or some person claiming under a title created by the defendant subsequently to the institution of the suit." It would appear that no person can become a plaintiff under Sec. 230, unless he is in a position to dispute the right of the decree-holder *to dispossess him under the decree*; and it is clear from Sec. 223 that a purchaser *pendente lite* cannot dispute that right.

March 13.

[APPELLATE CIVIL JURISDICTION.]

Special Appeal No. 399 of 1873.

SADA'SHIV A'NANT	...	...	...	...	<i>Appellant.</i>
VITHAL A'NANT	...	...	...	...	<i>Respondent.</i>

Mortgage of a village without specification of boundaries—Accretion—Redemption.

Where a village, without specification of boundaries, is mortgaged as a whole, the mortgagee is, on the one hand, entitled to it as a security with any casual increase or decrease which may occur to it; and is, on the other hand, subject to its redemption by the mortgagor to the same extent.

THIS was a special appeal from the decision of H. F. Parsons, Assistant Judge at Ratnagiri.

This was a suit for redemption of a certain share in the village of Mugij. When the mortgage of the share was effected, the village was described as a whole, and no boundaries were specified. Since the mortgage, additions had been made to the village by the Survey Officers; and the only question in the cause for determination was whether the mortgagor was entitled on redemption to obtain possession of the village with or without these additions.

Both the Courts answered this question affirmatively, and gave the plaintiff a decree accordingly.

The special appeal was heard by WEST and PINHEY, JJ.

V. N. Mandlik for the special appellant.

Dhirajlal Mathuradas, Government Pleader, for the special respondent.

The judgment of the Court was delivered by

WEST, J. :—The village of Mugij having apparently increased in size, through the decision of a Survey Officer, since the mortgage was made, the question is whether what was intended to be embraced in the contract was primarily the village as such, subject to the accidents to which it was liable as a whole, or a certain area of land described as the village of Mugij, but not viewed by the parties as susceptible of increase or diminution along with the extent of the village. If the boundaries had been precisely laid down by topographical references in the mortgage, we should have been of opinion that the second was the proper construction of the contract, but as they are not thus defined, and the village is simply dealt with as a whole, we think that the first construction is the true one. Since the mortgage was made, the Survey Officers have authoritatively settled the true boundaries of the village. It retains its identity, we think, notwithstanding any casual increase or decrease thus occasioned, and is as an aggregate both a security to the mortgagee and subject to redemption by the mortgagor. Had the area been diminished instead of enlarged, the plaintiff could not claim the return of what had thus been severed from the estate in the mortgagee's hands; as it has been enlarged, the mortgagee can hold it as thus enlarged only as a security, and from the moment that he is paid off only as a mere trustee for the mortgagor. This view of the relation of the parties coincides in principle with what was laid down in *Bakshirám v. Dárku*(a), and is supported by the authorities there cited and by 2 Spence's *Equitable Jurisdiction of the Court of Chancery*, 644.

The mortgagees were, we think, fairly entitled to their costs in the Court of the first instance. But they did not admit the right of the plaintiff to the full extent to which we have now recognised it, and have brought a special appeal mainly on the ground that it was thus recognised by the Assistant Judge. We shall, therefore, so far modify the judgment of the District

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Court as to order that the mortgagees represented by the special appellant receive their costs of the original suit, and in other respects affirm the Assistant Judge's decree. Costs of this appeal to be borne by special appellant. The substantial identity of the parties, with those who have conducted the litigation below, is not questioned in this Court.

Decree amended.

March 18.

[APPELLATE CRIMINAL JURISDICTION.]

In re BA'LA'JI SITA'RA'M.

Sanction for prosecution—Alternative charge—The Code of Criminal Procedure, Sec. 470—Requisites of a proper sanction.

When it is intended to charge a person with having made a false statement in the Court of a Magistrate or (alternatively) a false statement in the Court of a Subordinate Judge, there must be a proper sanction for a prosecution on each branch of the alternative.

A sanction for a prosecution under Sec. 470 of the Criminal Procedure Code must designate the Court where the false statement was alleged to have been made and the occasion on which it was committed. *made*

It is desirable, if not necessary, that in the sanction for prosecution the description of the offence intended to be prosecuted should be stated in general terms although details may be omitted.

THIS was an application for the exercise of the Court's extraordinary jurisdiction.

The applicant, Báláji Sitárám, was a partner with Anáji Parshrám in a farm for the collection of tolls in certain villages in the Satara District. Disputes arising between them led to suits in the civil, and prosecutions in the criminal, courts, in which evidence given by one party was characterized by the other as false. Anáji Parshrám suffered five years' rigorous imprisonment for having made a false statement on one of these occasions; and he now, in his turn, seeks to prosecute his opponent, the present applicant Báláji Sitárám. With this view he attempted, without success, to obtain the necessary sanction from several Magistrates and courts before whom Báláji Sitárám was examined, and at