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THE
PUNJAB COLONY MANUAL

Revised Edition

1933

BY

F. B. WACE, I. C. S.

Supplement No. II.

LOWER CHENAB COLONY
CONDITIONS AND FORMS.



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LOWER CHENAB COLONY CONDI- TIONS AND FORMS.

SECTION I.—STATEMENTS OF CONDITIONS.

The following table shows the various classes of tenants in the Lower Chenab Colony together with the authority under which the statements of conditions applicable to each were issued :—

No. of class.	Class of Tenants.	Authority for statement of conditions.	Page.
1	Rakh Branch Peasants ..	P. G. No. 101, dated 12th August 1896.	2
2	Rakh Branch Mazhabi Peasants..	Ditto.	8
3	Rakh Branch Yeomen ..	P. G. No. 62, dated 6th May 1897.	13
4	Rakh Branch Capitalists ..	Ditto.	18
5	Jhang Branch Peasants ..	P. G. No. 59, dated 17th April 1897.	23
6	Jhang Branch Yeomen ..	P. G. No. 698---S., dated 13th July 1897.	28
7	Jhang Branch Capitalists ..	Ditto.	34
8	Gugera Branch Peasants ..	P. G. No. 46, dated 29th April 1898.	39
9	Gugera Branch Yeomen ..	P. G. No. 46, dated 29th April 1898, and No. 10, dated 14th January 1899.	44
10	Gugera Branch Capitalists ..	P. G. No. 46, dated 29th April 1898.	51
11	Camel-owning Tenants ..	P. G. No. 959, dated 3rd October 1901.	56
12	Camel Chaudhris ..	Ditto.	64
13	Peasants on extensions ..	P. G. No. 813-S., dated 15th July 1902.	70
14	Village Headmen ..	P. G. No. 534, dated 31st May 1901, and No. 110, dated 3rd February 1902.	77
15	Mule-breeding Village Headmen..	P. G. No. 172, dated 20th September 1906.	82
16	Ordinary Mule-breeders ..	P. G. Notfn., No. 893-A., dated 23rd October 1912.	88

No. of class.	Class of Tenants.	Authority for statement of conditions.	Page.
17	Fauji grants transferred from the Lower Bari Doab Canal Colony.	P. G. Notfn. No. 22136, dated 28th August, 1922, as amended by Notfn. No. 301-1574-15381, dated 15th December 1923.	91
18	Military jagir grantees transferred from the Lower Bari Doab Canal Colony.	P. G. Notfn. No. 301-1574-15378, dated 15th December 1923.	96
10	(a) Peasant grants transferred from Lower Bari Doab Canal Colony.	P. G. Notfn. No. 301-1700-5834,* dated 22nd April 1924.	98
	(b) Landed Gentry grants transferred from Lower Bari Doab Canal Colony.	P. G. Notfn. No. 301-1700-5835, dated 22nd April 1924.	103
20	Landed Gentry and Civil non-official reward grantees.	P. G. Notfn. No. 1917-C., dated 2nd June 1930, as amended by Notfn. Nos. 1408-C-(S.), dated 2nd August 1930 and 2587-C., dated 19th August 1930.	108
21	Village Headmen in civil non-official reward grantee chaks.	P. G. Notfn. No. 4385-C., dated 18th December 1931.	115
22	Literates	P. G. Notfn. No. 523-C., dated 27th January 1932.	119
23	Peasants on Burala Extension ..	P. G. Notfn. No. 2280-C., dated 25th May 1932.	126
24	Peasants on Pir Mahal and Khikha Extensions.	P. G. Notfn. No. 795-C., dated 27th February 1933.	134
25	Tenancies of village sites for certain purposes.	P. G. Notfn. No. 837-C., dated 1st March 1933.	141
26	Mule Breeding Tenancies ..	P. G. letter No. 1247-D. (S.), dated the 26th September 1927.	145
27	Rules governing acquisition of proprietary rights by tenants.	P. G. letters Nos. 186-Revenue, dated the 19th December, 1910, and 30 (Rev. & Agri.—Irrgn.), dated the 18th March, 1912.	150

* Reward grants have also been made on these conditions in connection with criminal assistance, &c., to Government,

The statements of conditions, applicable to the above tenancies, issued under section 4 of the Government Tenants (Punjab) Act, 1893, (1 to 15) and section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 (16 to 23) are reproduced below *in extenso* :—

(1) Rakh Branch Peasants.

Preamble.

WHEREAS by notification published in the *Punjab Government Gazette*, No. 99, dated 12th August 1896, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Rakh and Mian Ali Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the peasant class the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

No person shall be entitled as of right to become a tenant, that **Selection tenants.** is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

2. In this statement (a) "the lands" and "the said lands" shall **Definitions.** so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

3. All tenancies granted on the conditions set forth in this **Period of tenancy.** statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy.

4. Where any person is granted a special tenancy under Act III **Remissions on reallocated land.** of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

5. The Government does not grant to the tenant, but hereby **Exceptions of channels, rights to minerals, etc.** absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government **Power of Government entry to search for minerals, etc.** to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting, or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

7. The Government agrees to pay the tenant such compensation **Compensation for damage by entry.** as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in

clauses 5 and 6, and the tenants shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption
of land for
public pur-
poses.

8. The tenant shall at all times, on receipt of requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, accept in full satisfaction and compensation for the same an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenants on the same conditions in all respects as the land resumed: provided always that the Deputy Commissioner may from time to time, by an order in writing signed by him, reserve in favour of any person or persons, or any class of persons or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *karams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Payment of
cost of
survey and
demarcation.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated as calculated and fixed by the Deputy Commissioner.

Demarcation
of boundaries.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Responsibili-
ty of tenant
as to crime.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Assessments—
re missions.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such

person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him. Trees on holding.

14. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19. The charagah or grazing ground.

15. The tenant shall settle permanently in the estate in which the said lands are situated within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy : provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate. Residence.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

17. The tenant shall not use the said lands, or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

18. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having Occupancy rights.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions *vide* Chapter VIII of the Manual.

duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained the following only excepted, namely, clauses 8 and 9.

Infringement of conditions. Penalties. 19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case the Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands.

Arbitration. 20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between Government and the tenant.

Definitions. 21. In every part of this statement the term " the tenant " shall be deemed to include the tenant, his heirs and legal representatives ; the term " Deputy Commissioner " shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893 : the term " improvements " shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 : and the term " the Government " shall be deemed to include the Secretary of State for India in Council, his successors and assigns and every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement.

Register of Peasant Tenancies granted under Act III of 1893 in Mouza

District

BRANCH OF CANAL.

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Khata No.	Name of tenant, with parent-age, caste or tribe. In what district, tahsil and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue occupier's rate, <i>malikana</i> and cesses (clause 12) are counted.	Date from which the period of remission of owner's rate (clause 12, proviso 1 (a)) is counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

Column 7.—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 10.
Column 8.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.
Column 9.—The date to be entered in this column will be the 1st April 1892, or the date on which irrigation from the Chenab Canal is first given to the village wherein the lands are situated, whichever is the later date.

(2) Rakh Branch Mazhabi Peasants.

Preamble. WHEREAS by notification published in the *Punjab Government Gazette* No. 99, dated 12th August 1896, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Rakh and Mian Ali Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the Mazhabi Sikh class selected for such grant under the orders of His Excellency the Commander-in-Chief from the 23rd, 32nd and 34th Pioneer Regiments, the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

Selection of tenants. 1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definition. 2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

Period of tenancy. 3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy.

Remissions on reslotted land. 4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

Exceptions of channels, rights to minerals, etc. 5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributory channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of roads which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc;

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, accept in full satisfaction and compensation for the same an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: provided always that the Deputy Commissioner may from time to time, by an order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *karams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates; land revenue, *malikana* or cesses shall be payable by the tenant.

Resumption of land for public purposes.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated as calculated and fixed by the Deputy Commissioner.

Payment of cost of survey and demarcation.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Demarcation of boundaries.

Responsibility of tenant as to crime.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Assessments, remissions, etc.

12. The tenant shall pay when due all land revenue assessments, owners' rates, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

Trees on holding.

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

The *charagah* or grazing-ground.

14. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

Residence.

15. The tenant shall settle permanently in the estate in which the said lands are situated within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy : provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenants and is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate.

Improvements.

16. The tenant may sink wells, make water-courses, plant trees build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Permanent cultivation:

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

18. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained the following only excepted, namely, clauses 8 and 9. **Occupancy rights.**

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case the Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands. **Infringement of conditions. Penalties.**

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose decision shall be final and conclusive between Government and the tenant. **Arbitration.**

21. In every part of this statement the term " the tenant " shall be deemed to include the tenant, his heirs and legal representatives ; the term " Deputy Commissioner " shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893 : the term " improvements " shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 : and the term " the Government " shall be deemed to include the Secretary of State for India in Council, his successors and assigns and every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement. **Definitions.**

Register of Tenancies of the Mazhabi Sikh class granted under Act III of 1898 in Manza District

BRANCH OF CANAL.

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Khata No.	Name of tenant, with parent-age, caste or tribe. In what district, tahsil and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land revenue rate, <i>mutikama</i> and cesses (clause 12) are counted.	Date from which the period of remission of owner's rate [clause 12, proviso (c)] is counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

Column 7.—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 10.
Column 8.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.
Column 9.—The date to be entered in this column will be the 1st April 1892, or the date entered in column 8, whichever is the later date.

(3) Rakh Branch Yeomen.

WHEREAS by notification published in the *Punjab Government Preamble. Gazette* No. 99, dated 12th August 1896, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Rakh and Mian Ali Branches of the Chenab Canal, and whereas Government is willing to let a part of the said tract to tenants of the yeoman class on payment of a *nazarana* of Rs. 6 per acre, one moiety of which shall be payable before the commencement of the tenancy, the following statement of conditions on which Government is willing to let land to tenants of the said yeoman class is issued in accordance with the provisions of section 4 of the same Act.

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. **Selection of tenants.**

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893 to which a copy of this statement, in accordance with that section is required to be prefixed; (b) the "date of commencement of the the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893. **Definitions.**

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy. **Period of tenancy.**

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions. **Remissions on reallocated land.**

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground. **Exceptions of channels, rights to minerals, etc.**

Power of Government entry to search for minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage by entry.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption of land for public purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall be entitled to no compensation for the resumption of the said land except such compensation as the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government, provided that Government shall also refund to the lessee all sums paid by him on account of the resumed land under clause 12 of this statement for the two years preceding the date of resumption.

Payment of cost of survey and demarcation.

9. The tenants shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated as calculated and fixed by the Deputy Commissioner and he shall pay to the Deputy Commissioner the second moiety of *nazrana* due in respect of the said lands within five years of the date recorded in column 10 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy.

Demarcation of boundaries.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Responsibility of tenant as to crime.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Assessments, remissions, etc.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such

person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

Trees on holding.

14. The portion of the area of the *mauza*, in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

The *charagah* or grazing-ground.

15. The tenant shall construct a house on the said lands or in the village in which they are situated and either reside therein himself or cause some competent member of his family or other person approved by the Deputy Commissioner to reside there. And further the tenant or his representative shall not without permission of the Deputy Commissioner, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous year shall have cultivated lands owned by other persons than the Government in the Gujranwala, Jhang or Montgomery District†.

Residence.

16. The tenant may sink wells, make water-courses, plant trees build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Improvements.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

†NOTE.—Condition 15 is printed above as found in the statements of conditions prefixed or affixed to the tenancy registers in which the signatures of tenants have been inscribed. But the restriction as to tenants was not intended to operate after yeomen and capitalists had purchased proprietary rights; and for this reason the subdivision of this clause into two clauses was sanctioned by Punjab Government No. 698-S., of the 13th July 1897. The clauses as sanctioned finally and intended to apply are as follows :—

15. The tenant shall construct a house on the said lands or in the village in which they are situated, and either reside therein himself or cause some competent member of his family or other person approved by the Deputy Commissioner to reside there.

16. The tenant or his representative shall not, without permission of the Deputy Commissioner, recorded in writing, cultivate the said land or any part thereof by means of any person who during the previous year shall have cultivated lands owned by other persons than the Government in the Gujranwala, Jhang or Montgomery District.

This amendment alters the serial number of each subsequent clause. In the statement finally sanctioned but, by oversight, not actually rendered effective, the serial number is increased by one after clause 15.

Permanent
cultivation.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Proprietary
rights.

18. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under Act III of 1893, which concerns the tenancy, the tenant having paid in the manner hereinbefore provided all sums due to Government under these provisions, and having duly observed all the stipulations herein contained to be by him observed, shall be entitled at any time during the term of the tenancy to purchase from the Government the proprietary right in the said lands on payment to the Government of purchase-money calculated at a price per acre for the whole area of the tenancy equal to ten times the sum of the highest rates per acre of owner's rate, land revenue and *malikana* leviable under these conditions. Such purchase-money may be paid in five yearly instalments, the last four bearing interest from the date of purchase at $6\frac{1}{4}$ per cent., and in the event of any such purchase the purchasers and his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof free of any payment on account of *malikana*, but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 15, 17, 19, 20 of this statement.

Infringement
of conditions.
Penalties.

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case the Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands.

Arbitration.

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between Government and the tenant.

Definitions.

21. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893; the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887; and the term the "Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and every person

duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement.

District

Register of Yeomen Tenancies granted under Act III of 1893 in Mauza

BRANCH OF CANAL,

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey No. of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Payable at entrance, and date of payment.	Payable five years after entrance, and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of tenancy clause (3) and the period of remission of land revenue, occupier's rate, <i>malik-ana</i> and cesses (clause 12) are counted.	Date from which the period of remissions of owners rate [clause 12, proviso 1 (a)] is counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of proprietary right.

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in column 12.
 Column 10.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which through no fault of the proposed tenant possession could not be taken at the time of allotment, or in which irrigation was not available at the time of entry into possession.
 Column 11.—The date to be entered in this column will be the 1st April 1892, or the date on which irrigation from the Chenab Canal is first given to the village wherein the lands are situate, whichever is the later date.

(4) Rakh Branch Capitalists.**Preamble.**

WHEREAS by notification published in the *Punjab Government Gazette* No. 99, dated 12th August 1896, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Rakh and Mian Ali Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the capitalists class on payment of a *nazran*; the following statement of conditions on which Government is willing to grant land to tenants of the said capitalist class who have paid the prescribed *nazrana* is issued in accordance with the provisions of section 4 of the same Act :—

Selection of tenants.

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definitions.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 17, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy.

Remissions on reallocated land.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

Exceptions of channels, rights to minerals, etc.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said land or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of roads which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines, and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner, permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall be entitled to no compensation for the resumption of the said land except such compensation as the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government : provided that Government shall also refund to the tenant all sums paid by him on account of the resumed land under clause 12 of this statement for the two years preceding the date of resumption.

Resumption of land for public purposes.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated as calculated and fixed by the Deputy Commissioner.

Payment of cost of survey and demarcation.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Demarcation of boundaries.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibility of tenant as to crime.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such

Assessments, remissions, etc.

person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

Trees on holding.

13. The tenant shall pay on or before the date fixed by the Deputy Commissioner the price fixed by the Deputy Commissioner on account of the trees and brushwood standing upon the said lands.

Residence.

14. The tenant shall construct a house on the said lands or in the village in which they are situated and either reside therein himself or cause some competent member of his family or other person approved by the Deputy Commissioner to reside there. And further the tenant or his representative shall not without permission of the Deputy Commissioner, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous year shall have cultivated lands owned by other persons than the Government in the Gujranwala, Jhang or Montgomery District.)†

Improvements.

15. The tenant may sink wells, make water-courses, plant trees build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Permanent cultivation.

16. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

†NOTE.—Condition 15 is printed above as found in the statements of conditions prefixed or affixed to the tenancy registers in which the signatures of tenants have been inscribed. But the restriction as to tenants was not intended to operate after yeomen and capitalists had purchased proprietary rights; and for this reason the subdivision of this clause into two clauses was sanctioned by Punjab Government No. 698-S., of the 13th July 1897. The clauses as sanctioned finally and intended to apply are as follows :—

15. The tenant shall construct a house on the said lands or in the village in which they are situated, and either reside therein himself or cause some competent member of his family or other person approved by the Deputy Commissioner to reside there.

16. The tenant or his representative shall not, without permission of the Deputy Commissioner, recorded in writing, cultivate the said land or any part thereof by means of any person who during the previous year shall have cultivated lands owned by other persons than the Government in the Gujranwala, Jhang or Montgomery District.

This amendment alters the serial number of each subsequent clause. In the statement finally sanctioned but, by oversight, not actually rendered effective, the serial number is increased by one after clause 15.

17. At or after the expiration of five years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy, the tenant having paid in the manner hereinbefore provided all sums due to Government under these provisions, and having duly observed all the stipulations herein contained to be by him observed, shall be entitled at any time during the term of the tenancy to purchase from the Government the proprietary right in the said lands on payment to the Government of purchase-money calculated at a price per acre for the whole area of the tenancy equal to ten times the sum of the highest rates per acre of owner's rate, land revenue and *malikana* leviable under these conditions. Such purchase-money may be paid in five yearly instalments, the last four bearing interest from the date of purchase at $6\frac{1}{4}$ per cent., and in the event of any such purchase the purchaser and his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof free of any payment on account of *malikana*, but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 15, 17, 19 and 20 of this statement. **Proprietary rights.**

18. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands. **Infringement of conditions. Penalties.**

19. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose opinion shall be final and conclusive between Government and the tenant. **Arbitration.**

20. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893: the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887: and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and also every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement. **Definitions.**

Register of Capitalist Tenancies granted under Act III of 1898 in *Manqa*

District

BRANCH OF CANAL.

РАЈБАНА.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Khata No.	Name of tenant, with percentage, caste or tribe, in what district, tahsil and village, in formerly resident.	Survey No. of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	<i>Nazana</i> payable at entrance, and date of payment.	Price of wood and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of tenancy clause (3) and the period of remission of land revenue, occupier's rate, <i>makana</i> and cesses (clause 12) are counted.	Date from which the period of remissions of owner's rate [clause 12, proviso 1 (a)] is counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of proprietary right.

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in column 12.
 Column 10.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which through no fault of the proposed tenant possession could not be taken at the time of allotment, or in which irrigation was not available at the time of entry into possession.
 Column 11.—The date to be entered in this column will be the 1st April 1892, or the date on which irrigation from the Chenab Canal is first given to the villages wherein the lands are situate, whichever is the later date.

(5) Jhang Branch Peasants.

WHEREAS by notifications published in the *Punjab Government Gazette* No. 76, dated 29th June 1897, No. 66, dated 13th July 1898, and No. 36, dated the 9th April 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Jhang and Bhowana Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the peasant class, the following statement of conditions* on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act :—

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. **Selection of tenants.**

2. In this statement " the lands " and " the said lands " shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed ; (b) " the date of the commencement of the tenancy " shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893. **Definitions.**

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the registers maintained, under section 5, Act III of 1893, regarding the tenancy. **Period of tenancy.**

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions. **Remissions on reallocated land.**

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground. **Exceptions of channels, rights to minerals, etc.**

*These conditions are also applicable to peasant tenancies in the old Chunia¹ Colony—Supplement No. I, page 62.

Power of Government entry to search for minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage by entry.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption of land for public purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required accept, in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed : Provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *karams* in width, and that no compensation of any kind shall be claimable by person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana*, or cesses shall be payable by the tenant.

Payment of cost of survey and demarcation.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site, as calculated and fixed by the Deputy Commissioner.

Demarcation of boundaries.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibility of tenant as to crime.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and place as the Deputy Commissioner shall from time to time appoint.*

Assessments, remissions, etc.

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

Trees on holding.

14. The portion of the area of the *maruza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

The *charuak* or grazing ground.

15. The tenant shall build a house and settle permanently in the estate in which the said lands are situated within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy : provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate.

Residence.

16. The tenant may sink wells, make water-courses, plant trees build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof : Provided that no watercourse shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Improvements.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he

Permanent cultivation.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions, please read Chapter VIII of the Manual.

holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 10 of the entry in the register maintained under Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Occupancy rights.

18. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands : Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained the following only excepted, namely, clauses 8 and 9.

Infringement of conditions. Penalties.

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case the Government may, forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands.

Arbitration.

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between Government and the tenant.

Definitions.

21. In every part of this statement the term " the tenant " shall be deemed to include the tenant, his heirs and legal representatives ; the term " Deputy Commissioner " shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893 : the term " improvements " shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 : and the term " the Government " shall be deemed to include the Secretary of State for India in Council, his successors and assigns and also every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement.

Register of Peasant Tenancies granted under Act III of 1898 in Mauza District

BRANCH OF CANAL.

РАЈВАНА.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No.	Name of tenant, with parent-age, caste or tribe. In what district, tahsil and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land-revenue occupier's rate, <i>malik-ana</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

Column 7.—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.
Column 8.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(6) Jhang Branch Yeomen.**Preamble.**

WHEREAS by notifications published in the *Punjab Government Gazette* No. 76, dated 29th June 1897, No. 66, dated 13th July 1898, and No. 36, dated the 9th April 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Jhang and Bhowana Branches of the Chenab Canal, and whereas Government is willing to let a part of the said tract to tenants of the yeoman class on payment of a *nazrana* of Rs. 6 per acre, one moiety of which shall be payable before the commencement of the tenancy, the following statement of conditions on which Government is willing to let land to tenants of the said yeoman class is issued in accordance with the provisions of section 4 of the same Act :—

Selection of tenants.

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definitions.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement in accordance with that section is required to be prefixed : (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 19, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy.

Remissions on reallocated land.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

Exceptions of channels, rights to minerals, etc.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part

thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall be entitled to no compensation for the resumption of the said land except such compensation as the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by Government: provided that Government shall also refund to the lessee all sums paid by him on account of the resumed land under clause 12 of this statement for the two years preceding the date of resumption: Provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Resumption of land for public purposes.

9. The tenant shall pay at the time or times, appointed by the Deputy Commissioner, the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner, and he shall pay to the Deputy Commissioner the second moiety of *nazrana* due in

Payment of (a) cost of survey and demarcation; (b) cost of well; (c) *nazrana*.

respect of the said lands within five years of the date recorded in column 10 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy.

**Demarcation
of boundaries.**

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

**Responsibility
of tenant
as to crime.**

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

**Assessments,
remissions,
etc.**

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

**Trees on
holding.**

13. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

**The *charaganā*
or grazing
ground.**

14. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

Residence*

15. Unless the Financial Commissioner sanctions a different arrangement in any particular instance the tenant shall build a house and settle permanently in the estate in which the said lands are situated within three years from the date entered in column 9 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy : provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate..

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

16. The tenant or his representative shall not without permission of the Deputy Commissioner, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous year shall have cultivated lands owned by persons other than the Government in the Gujranwala, Jhang or Montgomery District. **Cultivation by local tenants.**

17. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. **Improvements.**

18. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 10 of the entry in the register maintained under Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. **Permanent cultivation.**

19. At or after the expiration of five years from the date entered in column 10 of the entry in the register maintained under Act III of 1893, which concerns the tenancy, the tenant having paid in the manner hereinbefore provided all sums due to Government under these provisions, and having duly observed all the stipulations herein contained to be by him observed, shall be entitled at any time during the term of the tenancy to purchase from the Government the proprietary right in the said lands on payment to the Government of purchase-money calculated at a price per acre for the whole area of the tenancy equal to ten times the sum of the highest rates per acre of owner's rate, land revenue and *malikana* leviable under these conditions. Such purchase-money may be paid in five yearly instalments, the last four bearing interest from the date of purchase at $6\frac{1}{4}$ per cent., and in the event of any such purchase the purchaser and his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof free of any payment on account of *malikana*, but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 15, 18, 20, 21 of this statement. **Proprietary rights.**

20. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case, the Government may forthwith, without payment of any compensation whatever, resume and repossess the whole of the said lands. **Infringement of conditions. Penalties.**

21. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or **Arbitration.**

as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose decision shall be final and conclusive between Government and the tenant.

Definitions.

22. In every part of this statement the term " the tenant " shall be deemed to include the tenant, his heirs and legal representatives ; the term " Deputy Commissioner " shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893 : the term " improvements " shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887 : and the term " the Government " shall be deemed to include the Secretary of State for India in Council, his successors and assigns and also every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement.

Register of Yeomen Tenancies granted under Act III of 1898 in Mauza *District*

BRANCH OF CANAL.

RAJBARA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Khatra No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey No. of squares.	Net area of tenancy after deduction of reserved area (if any).	Cost of survey payable at entrance, and date of payment.	Payable at entrance, and date of payment.	Nazrana. Payable five years after entrance, and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of tenancy (clause 3) and the period of remissions of land revenue, occupier's rate, <i>malikana</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Order regarding acquisition of proprietary rights.

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in column 11.
Column 10.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which through no fault of the proposed tenant possession could not be taken at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(7) Jhang Branch Capitalists.**Preamble.**

WHEREAS by notifications published in the *Punjab Government Gazette* No. 76, dated 29th June 1897, No. 66, dated 13th July 1898, and No. 36, dated the 9th April 1903 the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Jhang and Bhowana Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the capitalists class on payment of a *nazrana*, the following statement of conditions on which Government is willing to grant land to tenants of the said capitalist class who have paid the prescribed *nazrana* is issued in accordance with the provisions of section 4 of the same Act:—

Selection of tenants.

1. No person shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definition.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy.

Remissions on reallocated land.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

Exceptions of channels, rights to minerals, etc.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall be entitled to no compensation for the resumption of the said land except such compensation as the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government : provided that Government shall also refund to the tenant all sums paid by him on account of the resumed land under clause 12 of this statement for the two years preceding the date of resumption : Provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana*, or cesses shall be payable by the tenant.

Resumption of land for public purposes.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Payment of (a) cost of survey and demarcation; (b) cost of well.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Demarcation of boundaries.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of

Responsibility of tenant as to crime.

land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Assessments,
remissions,
etc.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

Trees on
holding.

13. The tenant shall pay on or before the date fixed by the Deputy Commissioner the price fixed by the Deputy Commissioner on account of the trees and brushwood standing upon the said lands.

Residence.

14. The tenant shall construct a house on the said lands or in the village in which they are situated and either reside therein himself or cause some competent member of his family or other person approved by the Deputy Commissioner to reside there.

Cultivation
by local
tenants.

15. The tenant or his representative shall not without permission of the Deputy Commissioner, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous year shall have cultivated lands owned by persons other than the Government in the Gujranwala, Jhang or Montgomery District.

Improve-
ments.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof: Provided that no watercourse shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Permanent
cultivation.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Proprietary
rights.

18. At or after the expiration of five years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy, the tenant having paid in the manner hereinbefore provided all sums due to Government under these provisions, and having duly observed all the stipulations herein contained to be by him observed, shall be entitled at any time during the term of the tenancy to purchase from the Government the proprietary rights in the said lands on payment to the Government of purchase-money calculated at a price-per acre for the whole area of the tenancy,

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

equal to ten times the sum of the highest rates per acre of owner's rate, land revenue and *malikana*, leviable under these conditions. Such purchase-money may be paid in five yearly instalments, the last four bearing interest from the date of purchase at $6\frac{1}{2}$ per cent., and in the event of any such purchase the purchaser and his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof free of any payment on account of *malikana*, but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 14, 17, 19, 20 of this statement.

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case, the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands. Infringement
of conditions.
Penalties.

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the decision of the Deputy Commissioner whose decision shall be final and conclusive between Government and the tenant. Arbitration.

21. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893; the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887; and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and also every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement. Definition.

Register of Capitalist Tenancies granted under Act III of 1893 in Mauza District

BRANCH OF CANAL.

RAJBAHA.

Msnor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey No. of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Nazrana payable at entrance, and date of payment.	Price of wood and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of tenancy clause (3) and the period of remissions of land revenue, occupier's rate, <i>malikana</i> and cesses (clause 13) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of proprietary right.

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in Column 11.
Column 10.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which through no fault of the proposed tenant possession could not be taken at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(8) Gugera Branch Peasants.

Whereas by notification published in the *Punjab Government Gazette* No. 36, dated the 9th April, 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Gugera and Buralla Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the peasant class, the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

1. No person shall be entitled as of right to become a tenant, that is to say the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Preamble.
Selection of tenants.

2. In this statement (a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893. Definition.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy. Period of tenancy.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions. Remissions on reallocated land.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of 1½ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground. Exceptions of channels, rights to minerals, etc.

Power of Government entry to search for minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage by entry.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption of land for public purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which the Government 'Tenants (Punjab) Act, 1898, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Payment of (a) cost of survey and demarcation, (b) cost of well.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Demarcation of boundaries.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab. **Responsibility of tenant as to crime.**

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.* **Assessments, remissions, etc.**

13. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him. **Trees on holding.**

14. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19. **The charagah or grazing-ground.**

15. The tenant shall build a house and settle permanently in the estate in which the said lands are situated within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy: provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate. **Residence.**

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. **Improvements.**

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions, please read Chapter VIII of the Manual.

Permanent cultivation.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Occupancy rights.

18. At or after the expiration of five years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a *sanad* giving him a right of occupancy in the said lands: Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained the following only excepted, namely, clauses 8 and 9.

Infringement of conditions. Penalties.

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case the Government may forthwith, without payment of any compensation whatever resume and repossess the whole of the said lands.

Arbitration.

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose decision shall be final and conclusive between Government and the tenant.

Definitions.

21. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893: the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887: and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement.

Register of Peasant Tenancies granted under Act III of 1893, in Mauza

District

BRANCH OF CANAL.

RAJBAHA.

Misr.

1 ^o	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No.	Name of tenant, with parent- age, caste or tribe. In what district, tahsil and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after de- duction of reserved areas (if any).	Cost of survey payable at en- trance and date of payment.	Date of allotment.	Date of commencement of ten- ancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land- revenue, occupier's rate, <i>malik- ana</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commis- sioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

Column 7.—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.
Column 8.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the state-
ment); but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of
the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(9) Gugera Branch Yeomen.**STATEMENT OF CONDITIONS.****Preamble.**

Whereas by notification published in the *Punjab Government Gazette* No. 36, dated the 9th April, 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Gugera and Burala Branches of the Chenab Canal, and whereas Government is willing to let a part of the said tract to tenants of the yeoman class on payment of a *nazarana* of Rs. 6 per acre, one moiety of which shall be payable before the commencement of the tenancy, the following statement of conditions on which Government is willing to let lands to tenants of the said yeoman class is issued in accordance with the provisions of section 4 of the same Act.

Selection of tenants.

1. No person shall be entitled as of right to become a tenant, that is to say the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definition.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required, to be prefixed; (b) the date "of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 19, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy.

Remissions on reallotted land.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions.

Exceptions of channels, right to minerals, etc.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall be entitled to no compensation for the resumption of the said land except such compensation as the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government; provided that Government shall also refund to the lessee all sums paid by him on account of the resumed land under clause 12 of this statement for the two years preceding the date of resumption: provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Resumption of land for public purposes.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner and he shall pay to the Deputy Commissioner the second moiety of *nazrana* due in respect of the said lands within five years of the date recorded in column 10 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy.

Payment of (a) cost of survey and demarcation, (b) cost of well.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part

Demarcation of boundaries.

thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Responsibility of tenant as to crime. 11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Assessments, remissions, etc. 12. The tenant shall pay when due all land revenue assessments, owner's rates, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

Trees on holding. 13. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: Provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

The charagah or grazing-ground. 14. The portion of the area of the *mauza* in which the tenancy is situated which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

Residence. 15. Unless the Financial Commissioner sanction a different arrangement in any particular instance the tenant shall build a house and settle permanently in the estate in which the said lands are situated within three years from the date entered in column 9 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy: provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons the Deputy Commissioner may for sufficient reason excuse any of such joint-holders from personal residence in the estate.

Cultivation by local tenants. 16. The tenant or his representative shall not without permission of the Deputy Commissioner, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous year shall have cultivated lands owned by persons other than the Government in the Gujranwala, Jhang or Montgomery District.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

17. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

18. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the cultivable area thereof under cultivation within three years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

19. (1) Upon the expiration of the term of five years from the date entered in column 10 of the entry in the register maintained under the Government Tenants Punjab (Act), 1893, which concerns the tenancy, or at any time thereafter during the continuance of the tenancy, the tenant shall, if during the continuance of the tenancy he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided all sums due to the Government under the provisions of the said conditions and each and all of them but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant as aforesaid, shall be as follows, namely:—

Firstly, that the tenant shall duly pay to the Government, as purchased-money for the said lands, a sum equal to ten times the amount of the highest rates of owner's rate, land revenue and *malikana*, taken together, leviable for one year under the conditions of the tenancy. Such sum may be paid in five equal annual instalments, together with interest at the rate of six-and-a-quarter *per centum* on each of the last four instalments, calculated from the date of the purchase to the date of payment of each such instalment:

Secondly, that the tenant shall not have power or authority without the previous consent, in writing, of the Financial Commissioner, had and obtained, at any time, to transfer (whether permanently or temporarily) any right, title or interest in, or to create any charge upon, the whole or any part of the said lands, acquired by him by purchase from the Government, whether by sale, gift, mortgage, relinquishment of possession or otherwise in any manner whatsoever ;

Thirdly, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in manner hereinbefore provided ;

Fourthly, conditions 5, 6, 7, 12, 15, 18, 20 and 21 of this statement of conditions shall upon any such purchase being carried into effect and completed be deemed to be conditions subject to which the proprietary right in the said lands has been so purchased.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clause of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the purchase-money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser upon and subject to the conditions specified in the second, third and fourth sub-clause of clause (2) of this condition, and upon such conveyance being duly executed, but not before, the conditions contained in this statement of conditions shall cease to operate in regard to the said lands and shall determine.

**Infringement
of conditions.
Penalties.**

20. If the tenant fails to pay, in the manner hereinbefore provided, all sums due to the Government under all or any of the conditions hereinbefore set forth and specified or to duly comply with and observe all or any of the said conditions to be by him complied with and observed, or if the tenant transfers or attempts to transfer any right, title or interest in, or possession of, the whole or any part of the said lands, then and in any such case the Government shall have full power and authority to forthwith enter into and upon the whole and every part of the said lands and to take and resume possession thereof and to eject therefrom the tenant or any person claiming to hold from or under him, and upon such entry and resumption of possession the grant relating to the said lands shall cease to operate and determine : and the tenant shall have no right to claim, demand or receive any price, damages or compensation of any kind in respect of the said lands or of anything, at the time of such entry and resumption, therein or upon subsisting, or of any improvements

effected therein, or of anything lawfully done in exercise of the power and authority hereby reserved to and vested in the Government.

21. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between Government and the tenant. **Arbitration.**

22. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1893: the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1837: and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and also every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement. **Definitions.**

Register of Yeomen Tenancies granted under Act III of 1898 in Mauza
District

BRANCH OF CANAL.

RAJBARA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey No. of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Payable at entrance, and date of payment.	Payable five years after entrance, and date of payment.	Date of allotment	Date of commencement of tenancy.	Date from which the term of tenancy (clause 3) and the period of remissions of land revenue, occupier's rate, <i>malikana</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Order regarding acquisition of proprietary right.

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in column 11.
Column 10.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which through no fault of the proposed tenant possession could not be taken at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(10) Gugera Branch Capitalists.

WHEREAS by notification published in the *Punjab Government Preamble, Gazette* No. 36, dated the 9th April 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Gugera and Burala Branches of the Chenab Canal, and whereas Government is willing to grant a part of the said tract to tenants of the capitalists class on payment of a *nazrana*, the following statement of conditions on which Government is willing to grant land to tenants of the said capitalist class who have paid the prescribed *nazrana* is issued in accordance with the provisions of section 4 of the same Act.

1. No person shall be entitled as of right to become a tenant, that is to say the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893. Definition.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 18, be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under section 5, Act III of 1893, regarding the tenancy. Period of tenancy.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions. Remissions on re-allotted land.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof of already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground. Exceptions of channels, rights to minerals, etc.

Power of Government entry to search for minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Compensation for damage by entry.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption of land for public purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall be entitled to no compensation for the resumption of the said land except such compensation as the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government ; provided that Government shall also refund to the tenant all sums paid by him on account of the resumed land under clause 12 of this statement for the two years preceding the date of resumption : provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana*, or cesses shall be payable by the tenant.

Payment of (a) cost of survey and demarcations, (b) cost of well.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Demarcation of boundaries.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab. Responsibility of tenant as to crime.

12. The tenant shall pay when due all land revenue assessments, owners' rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.* Assessments, remissions, etc.

13. The tenant shall pay on or before the date fixed by the Deputy Commissioner the price fixed by the Deputy Commissioner on account of the trees and brushwood standing upon the said lands. Trees on holding.

14. The tenant shall construct a house on the said lands or in the village in which they are situated and either reside therein himself or cause some competent member of his family or other person approved by the Deputy Commissioner to reside there. Residence.

15. The tenant or his representative shall not without permission of the Deputy Commissioner, recorded in writing, cultivate the said lands or any part thereof by means of any person who during the previous year shall have cultivated lands owned by persons other than the Government in the Gujranwala, Jhang or Montgomery District. Cultivation by local tenants.

16. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer—and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

18. At or after the expiration of five years from the date entered in column 10 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy, the tenant having paid in the manner hereinbefore provided all sums due to Government under these provisions, and having duly observed all the stipulations herein contained to be by him observed, shall be entitled at any time Proprietary rights.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please read Chapter VIII of the Manual.

during the term of the tenancy to purchase from the Government the proprietary right in the said lands on payment to the Government of purchase-money calculated at a price per acre for the whole area of the tenancy equal to ten times the sum of the highest rates per acre of owner's rate, land revenue and *malikana* leviable under these conditions. Such purchase-money may be paid in five yearly instalments, the last four bearing interest from the date of purchase at $6\frac{1}{4}$ per cent., and in the event of any such purchase the purchaser and his heirs, legal representatives and assigns shall hold and possess the said lands and every part thereof free of any payment on account of *malikana* but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 14, 17, 19, 20 of this statement.

**Infringement
of conditions.
Penalties.**

19. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in any such case the Government may forthwith, without payment of any compensation whatever resume and repossess the whole of the said lands.

Arbitration.

20. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner, whose opinion shall be final and conclusive between Government and the tenant.

Definitions.

21. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representatives; the term "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under Act III of 1898: the term "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887: and the term "the Government" shall be deemed to include the Secretary of State for India in Council, his successors and assigns and also every person duly authorised by the Government of the Punjab to act for or to represent the Secretary of State for India in Council in relation to any matter or thing contained in or arising out of this statement.

Register of Capitalist Tenancies granted under Act III of 1893 in Mauza *District*

BRANCH OF CANAL.

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Khata No.	Name of tenant, with percentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey No. of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Nazrana payable at entrance, and date of payment.	Price of wood and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of tenancy (clause 3) and the period of remissions of land revenue, occupier's rate, <i>matk-ana</i> and cesses (clause 13) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of proprietary right.

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in Column 11. Column 10.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which through no fault of the proposed tenant possession could not be taken at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(11) Camel-owning Tenants.

Preamble.

WHEREAS by notification published in the *Punjab Government Gazette* No. 36, dated the 9th April 1908, the provisions of Act III of 1898, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Gugera and Burala Branches of the Chenab Canal, and whereas the Local Government is willing to grant a part of the said tract to camel-owning tenants, the following statement of conditions on which the Local Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

Selection of tenants.

1. No person who owns camels shall be entitled as of right to become a tenant, that is to say the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definition.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1898, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1898; (c) "the tenant" shall be deemed to include the tenant and any heir or heirs of the tenant at any time selected in manner in condition No. 4 provided to succeed him and any heir or heirs so selected of such heir or heirs; (d) "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the Government Tenants (Punjab) Act, 1898; (e) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall be for a term of years which will expire on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1898, regarding the tenancy; but such tenancies shall, in the discretion of the Local Government, be renewable on the expiry of each term; provided that throughout the expired term each and all of these conditions shall have been fulfilled to the satisfaction of the Local Government.

Succession.

4. On the death of the tenant the Local Government shall have power to select an heir or heirs to the tenant to succeed to the grant so long as such heir or heirs shall continue to comply with each and all of the terms and conditions thereof. Upon the death of any successor or successors so selected of the tenant the Local Government shall similarly have power to select an heir or heirs of such successor or successors to succeed to the grant.*

* Further orders regarding disposal of these tenancies are contained in P. G. Nos. 291-266-7083, dated 4th August, 1922, 291-266-9514, dated 14th November, 1922, 291-266-4370, dated 3rd April, 1923 and 3516-C., dated 25th June, 1929.

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1898, in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 14 of these conditions.

Remissions on re-allotted land.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to the Government out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

Exceptions of channels, rights to minerals, etc.

7. The tenant shall at all times permit any officer or officers of Government to enter into or upon the whole or any part of the land, and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements. The decision of the Deputy Commissioner as to whether at any time any damage has been so occasioned to the tenant, and if so, as to the amount of compensation to be paid by the Local Government in respect thereof, shall be final and binding upon the parties and each of them.

Compensation for damage by entry.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required be bound to accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which

Resumption of land for public purposes.

the Government Tenants (Punjab) Act, 1898, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Payment of
(a) cost of
survey and
demarcation,
(b) cost of
well,
(c) roads and
culverts.

10. The tenant shall at the time or times appointed by the Deputy Commissioner pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Demarcation
of boundaries.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Responsibility
of tenant
as to crime.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track, law or rules for the time being in force in the Punjab.

Special duties
of camel-
owning
tenants.

13. (1) The tenant shall register in the manner hereinafter provided such number of camels and camel attendants as he may have agreed with the Deputy Commissioner to register as a condition of the allotment to him of the lands: Provided that the Deputy Commissioner in determining the number of camels and attendants for the purpose of any such agreement, shall have regard to the following rules, namely:—

- (a) If the tenant is entitled to consideration as a *jangli*, then he shall register approximately one camel for each square allotted to him.
- (b) If the tenant is not so entitled, then he shall register approximately one camel for each half-square allotted to him.

- (c) In either case the tenant shall register one attendant in respect of every three or less number of camels.

The tenant shall also cause the attendants whom he registers to enrol themselves under the Indian Articles of War for a period of two years in each case.*

(2) The tenant shall at all times maintain the camels so registered at their full number and in a sound and serviceable condition, and shall at all times keep them ready for service in manner hereinafter provided in that behalf. In the event of any registered camel at any time dying or becoming unserviceable, the tenant shall forthwith provide another camel in its place, and shall cause the same to be registered accordingly. In the event of any registered attendant dying or ceasing from any cause to be available or fit for service, the tenant shall forthwith provide another attendant in his place and will cause him to be registered accordingly.

(3) A register of camels and attendants provided by camel-owning tenants will be maintained in the office of the Deputy Commissioner, or such other officer as may from time to time be appointed by the Local Government in that behalf, and it shall be the duty of the tenant to do all acts and things which may from time to time be necessary for the purpose of effecting the registration of the number of camels and attendants required by the conditions of the said lands and maintaining that number on the register.

(4) No camel or attendant will be accepted for registration or registered until such camel or attendant, as the case may be, has been produced before and approved and passed for service by an officer from time to time deputed for the purpose by the Government, and such officer may, in his discretion, brand any camel approved, passed and registered by him in such manner as he may think necessary for purposes of identification or muster.

(5) It shall be the duty of the tenant to provide, upon the receipt of fifteen days' notice in case of war-service, and of one month's notice in any other case, all camels and attendants which he is liable, under these conditions, to maintain and register and to produce the same at such time and place as may be specified in or communicated with the notice, or as may be ordered by Government. A summons, whether written or by word of mouth, communicated by or through a chauthri or lambardar, shall be deemed to be due and sufficient notice under the condition.

(6) The remuneration to be allowed by the Government in respect of camels called out for active military service in the field, or employment in connection with such service, shall be at the same scale or rate of payment as is accorded in respect of other camel transport not especially enrolled under this statement of conditions for employment in the same operations, and all other privileges (if any) which may at any time be granted in respect of such other camel transport shall be accorded in the case of camels called out for service under this statement of conditions.

*As amended by Puniab Government No. 581-S., dated 22nd June 1903.

In the event of all or any of the camels registered under this statement of conditions being at any time required for service other than military service in the field, or service in connection with military operations, the remuneration to be allowed will be at the rate of seven rupees per mensem.

(7) The tenant shall be liable to provide, at his own cost, an efficient pack-saddle and proper loading ropes in respect of each registered camel at any time called out for service of any kind.

(8) If in any case, in the exercise of the powers conferred by condition No. 4, the Local Government shall at any time permit more than one person to succeed to the grant, or shall permit the grant to be partitioned amongst two or more persons so succeeding thereto then, and in every such case, the holders of the grant shall be jointly and severally liable for the maintenance, registration and production, when required, of each and all of the camels and attendants, respectively, required to be so maintained, registered and produced, as the case may be, under the terms of the statement of conditions, in the same manner and to the same extent as is provided in the case of the original tenant.

(9) The tenant will be permitted to graze, without payment of any fees, on any unappropriated Government waste area lying between the Chenab and Ravi rivers, which may from time to time be appropriated to the purpose and allotted to his use, four camels (including she-camels and young camels) in respect of every camel registered, besides the camel so registered.

For the purpose of this condition the term "unappropriated Government waste area" shall not be deemed to include or apply to any area reserved for grazing purposes in allotted villages or to any area which may at any time be specially reserved by the Government.

(10) The tenant shall, as regards the maintenance and supply of camels and attendants, be subject to the supervision of the camel chaudhri tenant of the estate within the limits of which his land is situated.

Assessments,
remissions,
etc.

14. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

Trees on
holding.

15. The tenant may use for his own *bona fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions please see Chapter VIII of the Manual. Orders regarding payment of *malikana* are contained in P. G. letter No. 3516-C., dated the 25th June, 1929.

16. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bona fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulation of this statement within the meaning of clause 22. The *charagah* or grazing-ground.

17. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land, and within one year of the said date he shall build a house, to the satisfaction of the Deputy Commissioner either on his own land or on a site allotted by the Deputy Commissioner: Provided that when the tenancy has devolved upon their heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may, for sufficient reason, excuse any of such joint-holders from personal residence in the estate. Residence.

18. The tenant shall within a reasonable time to the satisfaction of the Deputy Commissioner plant twice as many trees as there are acres in the said lands and shall maintain that number of trees in good condition. Tree planting.

19. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in condition 6: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of Act III of 1893 which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

21. The tenant shall not, without the previous consent in writing of the Financial Commissioner, transfer or attempt to transfer any right, title or interest in, or possession of, the whole or any part of the said lands or create or attempt to create any charge thereupon. Alienation.

22. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in every such case the tenant shall pay a Infringement of conditions. Penalties.

penalty to be fixed by the Deputy Commissioner, but not exceeding one hundred rupees or the Local Government may in lieu of demanding such penalty forthwith, without payment of any compensation whatever resume and repossess the whole of the said lands.

Arbitration.

28. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between the Government and the tenant.

Register of Camel Service Grantees to whom tenancies are granted under Act III of 1898, in Mauza *District*

BRANCH OF CANAL.

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
No. of mauza and name of Branch.	Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.	Number of camels.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Date of allotment.	Crop and date from which are to be calculated— (i) the commencement of the tenancy (clause 3); (ii) the period of remissions of land revenue occupier's rate, <i>malikana</i> and cesses (clause 14), and (iii) the time within which the lands of the tenancy are to be brought under cultivation (clause 20).	Signature of tenant.	Date of signature of tenant.	Signature of Deputy Commissioner.	Date of signature of Deputy Commissioner.	Order of cancellation for non-fulfilment of condition.	REMARKS.

(12) Camel Chaudhri.**Preamble.**

WHEREAS by notification published in the *Punjab Government Gazette* No. 86, dated the 9th April 1908, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Gugera and Burala Branches of the Chenab Canal, and whereas the Local Government is willing to grant a part of the said tract to tenants of the camel chaudhri class, the following statement of conditions on which the Local Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

Selection of tenants.

1. No person who is a camel chaudhri shall be entitled as of right to become a tenant, that is to say the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement of conditions.

Definition.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as a chaudhri grant as entered in the register maintained under section 5 of Act, III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893; (c) "the tenant" shall be deemed to include the tenant and any heir of the tenant at any time selected in manner in condition No. 4, provided to succeed him and any heir so selected of any such heir;

(d) "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the Government Tenants (Punjab) Act, 1893; (e) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall be held only while the tenant continues to perform the functions of a camel chaudhri, and will expire whenever the tenant ceases to perform such duties and unless previously renewed on the expiration of 20 years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under section 5 of Government Tenants (Punjab) Act, 1893, regarding the tenancy. The Local Government reserves the right to grant or refuse a renewal of the lease.*

Succession.

4. Upon the death of the grantee or upon his removal from the post of chaudhri the lands shall be resumed, and may at the option of the Local Government be regranted to the person appointed to be chaudhri in his stead.

Remissions on re-allotted land.

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these

*Further orders regarding the disposal of these tenancies are contained in P. G. Nos. 291-266-7083, date: the 4th August, 1922, 291-266-9514, dated the 14th November, 1922 and 291-266-4370, dated 3rd April 1923.

conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 14 of these conditions.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements, heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner.

Exceptions of channels, rights to minerals, etc.

7. The tenant shall at all times permit any officer or officers of Government to enter into or upon the whole or any part of the land, and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Government of all or any of the rights reserved to itself in clause 6 and clause 7, other than existing rights of way and water and other easements. The decision of the Deputy Commissioner as to whether at any time any damage has been so occasioned to the tenant, and if so, as to the amount of compensation to be paid by the Local Government in respect thereof shall be final and binding upon the parties and each of them.

Compensation for damage by entry.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if so required, be bound to accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may

Resumption of land for public purposes.

determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: Provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana*, or cesses shall be payable by the tenant.

Payment of
(a) cost of
survey and
demarcation,
(b) cost of
well, (c) roads
and culverts.

10. The tenant shall at the time or times appointed by the Deputy Commissioner pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Demarcation
of boundaries.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

Responsibility
of tenant
as to crime.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Special duties
of camel-
chaudhri.

13. (1) The tenants shall carry on his duties as camel *chaudhri* in regard to all camel-owning tenants whose tenancies are situate within the limits of the same estate as his tenancy, or of whom he has been appointed *chaudhri*, and shall be responsible that each such tenant at all times keeps registered, maintains in proper condition, and produces whenever called upon to do so the number of camels (together with the attendance) as required by the conditions of the allotment to each such tenant of the lands of his tenancy.

(2) It shall be the duty of the tenant from time to time to—

(a) convey without delay to the camel-owning tenants under his supervision the order of the Local Government for the supply of camels and their attendants;

- (b) report all cases of death or sickness amongst the registered camels or attendants which camel-owning tenants under his supervision are required to keep up, and all cases in which any such camel-owning tenant has failed to cause the attendants whom he registers to enrol themselves under the Indian Articles of War ;
- (c) himself to supply any deficiency in the number of camels or attendants caused by the default of any camel-owning tenant under his supervision ;
- (d) satisfy himself that all camel-owning tenants under his supervision are duly complying with the terms of their respective allotments as to the registration, maintenance and supply of camels and attendants and report any breaches thereof.

14. The tenant shall pay when due all land revenue assessments, ^{Assessments, remissions, etc.} owner's rate, occupiers' rates, *matikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*

15. The tenant may use for his own *boná fide* private purposes ^{Trees on holding.} connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : Provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

16. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as ^{The *charayah* or grazing-ground.} Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *boná fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 22.

17. The tenant shall settle permanently in the estate in which ^{Residence.} the said lands are situated within six months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land, and within one year of the said date he shall build a house, to the satisfaction of the Deputy Commissioner either on his own land or on a site allotted by the Deputy Commissioner : Provided that when the tenancy has devolved upon the heirs or legal representatives of the original tenant and is held jointly by two or more persons, the Deputy Commissioner may, for sufficient reason, excuse any of such joint-holders from personal residence in the estate.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions, please read Chapter VIII of the Manual.

Tree planting.

18. The tenant shall within a reasonable time to the satisfaction of the Deputy Commissioner plant twice as many trees as there are acres in the said lands and shall maintain that number of trees in good conditions.

Improvements.

19. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in condition 6: Provided that no watercourses shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Permanent cultivation.

20. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 8 of the entry in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Alienation.

21. The tenant shall not, without the previous consent in writing of the Financial Commissioner, transfer or attempt to transfer any right, title or interest in, or possession of, the whole or any part of the said lands or create or attempt to create any charge thereupon.

Infringement of conditions. Penalties.

22. If the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions and to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in every such case the tenant shall pay a penalty to be fixed by the Deputy Commissioner, but not exceeding one hundred rupees or the Local Government may in lieu of demanding such penalty forthwith, without payment of any compensation whatever resume and repossess the whole of the said lands.

Arbitration.

23. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Deputy Commissioner whose decision shall be final and conclusive between the Government and the tenant.

Register of Cemel Service Chaudhars to whom tenancies are granted are under Act III of 1893, in Mauza District

BRANCH OF CANAL.

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
No. of mauza and name of Branch.	Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, and village formerly resident.	.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Date of allotment.	Crop and date from which are to be calculated — (i) the commencement of the tenancy (clause 3); (ii) the period of remissions of land revenue occupier's rate, <i>malikana</i> and cesses (clause 14); and (iii) the time within which the lands of the tenancy are to be brought under cultivation (clause 20).	Signature of tenant.	Date of signature of tenant.	Signature of Deputy Commissioner.	Date of signature of Deputy Commissioner.	Order of cancellation (or non-fulfilment of condition.	Remarks.

* V. B. — This will be left blank.

(13) Peasants on Extensions (old).***Preamble.**

WHEREAS by notification published in the *Punjab Government Gazette* No. 86, dated the 9th April 1908, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Chenab Canal, and whereas the Local Government is willing to grant a part of the said tract to tenants of the peasant class the following statement of conditions† on which the Local Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

Selection of tenants.

1. No person shall be entitled as of right to become a tenant, that is to say the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definition.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of the Government Tenants (Punjab) Act, 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of the said Act; (c) except as provided in condition 4 in the case of a tenant not having a right of occupancy, "the tenant" shall be deemed to include the tenant, his legal representatives and his or their heirs succeeding him or them in accordance with the said condition 4; (d) "Deputy Commissioner" shall be deemed to include also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under the said Act; (e) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

Period of tenancy.

3. All tenancies granted on the conditions set forth in this statement shall, subject to the provisions of clause 22, be for a term of years which will expire on the expiration of 20 years from the date of the commencement of the tenancy.

Succession.

4. (1) When the tenant dies without having acquired a right of occupancy under condition 22 the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

(2) When the tenant dies after having acquired a right of occupancy under condition 22 the tenancy shall devolve—

(a) on his male lineal descendants, if any, in the male line of descent, and

*Not applicable to Khikha, Burala and Pir Mahal extensions.

†These conditions are also applicable to peasant tenancies on the extensions in the Chunian Colony—Supplement No. I, page .

(b) failing such descendants, on his widow, if any, until she dies, or remarries, or abandons the land, or is ejected therefrom in accordance with these conditions or any of them, and

(c) failing such descendants and widow, or, if the deceased tenant left a widow, then when her interest terminates under clause (2) (b) of this condition, on his male collateral relatives in the male line of descent from the common ancestor of the deceased tenant and these relatives :

Provided with respect to clause (2) (c) of this condition that the common ancestor occupied the land.

(3) As among descendants and collateral relatives claiming under clause (2) of this condition the tenancy shall, subject to the provisions of that clause, devolve as if it were land left by the deceased.

(4) If the deceased tenant shall leave no such persons as are mentioned in clause (2) of this condition on whom the tenancy may devolve under that clause, the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

5. Where any person is granted a special tenancy under the Government Tenants (Punjab) Act, 1893, in accordance with these conditions in respect of land which has already been the subject of such a tenancy, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 13 of these conditions. Remissions on allotted land.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use all existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground or delineated in the plan or plans kept in the office of the Colonization Officer or Deputy Commissioner. Exceptions of channels, rights to minerals, etc.

7. The tenant shall at all times permit any officer or officers of Government to enter into or upon the whole or any part of the land, and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof. Power of Government entry to search for minerals, etc.

Compensation for damage by entry.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Government of all or any of the rights reserved to itself in clause 6 and clause 7, other than existing rights of way and water and other easements. The decision of the Deputy Commissioner as to whether at any time any damage has been so occasioned to the tenant, and if so, as to the amount of compensation to be paid by the Local Government in respect thereof, shall be final and binding upon the parties and each of them.

Resumption of land for public purposes.

9. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required be bound to accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which the Government Tenants (Punjab) Act, 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by the tenant or any other person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

Payment of (a) cost of survey and demarcation, (b) cost of well, (c) roads and culverts.

10. The tenant shall at the time or times appointed by the Deputy Commissioner pay the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Demarcation of boundaries.

11. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibility of tenant as to crime.

13. The tenant shall pay when due in respect of the said land or any part thereof—

Assessments, remissions, etc.

- (1) all land revenue assessments, owner's rate, occupier's rate, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and
- (3) a rate not exceeding Rs. 2* per acre of the said lands, to be levied once only, after the second crop has been reaped from the tenancy, in composition for the cost of survey, demarcation and water-courses mentioned in clause 10 of this statement : provided that the Deputy Commissioner may direct that such rate be paid in two instalments.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Deputy Commissioner shall from time to time appoint :

PROVIDED THAT—

- (1) the Local Government shall remit (a) the whole demand on account of owner's rate until the day of and (b) the whole demand on account of land revenue, occupiers' rates, *malikana* and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after " the date of commencement of the tenancy ; "

NOTE.—For the purpose of calculating *malikana* and cesses the remission of owner's rate shall not be taken into account.

- and (2) it shall be in the option of the Deputy Commissioner or any other officer empowered by the Local Government to assess the aforementioned charges, to remit all or any of them in whole or in part in respect of any part of the said lands in case of failure of crops.

14. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant : provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

Trees on holding.

*The Government of India have ruled that it is unnecessary to enforce this condition,—vide their letter No. 853-377-2, dated 2nd November, 1911.

The charagah
or grazing-
ground.

15. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 23.

Residence.

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Deputy Commissioner directs that he be put in possession of a specified area of land, and within one year of the said date he shall build a house, to the satisfaction of the Deputy Commissioner on a site allotted by the Deputy Commissioner or with the permission of the Deputy Commissioner on his own land : Provided that when the tenancy is held jointly by two or more persons, the Deputy Commissioner may, for sufficient reason, excuse any of such joint-holders from personal residence in the estate.

Tree plant-
ing.

17. The tenant shall within a reasonable time to the satisfaction of the Deputy Commissioner plant twice as many trees as there are acres in the said lands and shall maintain that number of trees in good condition.

Improve-
ments.

18. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 6 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Permanent
cultivation.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Alienation.

20. The tenant shall not, without the previous consent in writing of the Financial Commissioner, transfer or attempt to transfer any right, title or interest in, or possession of, the whole or any part of the said lands or sublet the same for more than two harvests or create or attempt to create any charge thereupon.

Disclosure by
tenant of
status as
Government
servant or of
previous
grant of land.

21. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner, or
- (2) if he or any member of his family has previously received from Government any grant of land,

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record-of-rights as that of a share-holder joint with the tenant in any holding.

22. At or after the expiration of five years from the date of the commencement of the tenancy, the tenant having duly paid all sums due to Government under these provisions, and having duly observed all the stipulations herein contained and to be by him observed shall on payment in two equal annual instalments of Rs. 2 for every acre allotted to him be entitled at any time to receive from the Local Government a *sanad* giving him a right of occupancy in the said lands: Provided that thereafter the tenant shall hold and possess the said lands and every part thereof subject for ever to all the provisions and stipulations herein contained and that no *sanad* shall be given until the second instalment herein referred to shall have been paid to Government. ^{Occupancy rights.}

23. If within 15 days from date of demand made in writing for payment thereof the tenant fails to pay in the manner hereinbefore provided all sums due to Government under these provisions or if he any time fails to duly observe all or any of the stipulations herein contained and to be by him observed, then, and in every such case the tenant shall pay a penalty to be fixed by the Deputy Commissioner, but not exceeding one hundred rupees or the Local Government may in lieu of demanding such penalty by any officer duly authorised in this behalf forthwith, without payment of any compensation whatever re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine. ^{Infringement of conditions. Penalties.}

24. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between Government and the tenant. ^{Arbitration.}

Register of Peasant Tenancies granted under Act III of 1898 in Mauza *District*

BRANCH OF CANAL.

RAJBAHA.

Minor.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Khata No.	Name of tenant, with parent-age, caste or tribe. In what district, tahsil and village formerly resident.	Survey No. of square or squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance and date of payment.	Date of allotment.	Date of commencement of tenancy.	Date from which the term of the tenancy (clause 3) and the period of remissions of land-revenue occupier's rate, <i>malik-ana</i> and cesses (clause 12) are counted.	Signature of tenant.	Signature of Deputy Commissioner.	Remarks.	Whether conditions of grant have been fulfilled after three years.	Whether conditions of grant have been fulfilled after five years.	Orders regarding acquisition of occupancy rights.

Column 7.—The date of the commencement of the tenancy will be the date on which the tenant signs the register in column 9.
Column 8.—The date to be entered in this column will ordinarily be the date of allotment to the original tenant (see clause 4 of the statement); but this is subject to the discretion of the Deputy Commissioner in individual cases in which possession could not be taken through no fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

(14) Village Headmen.

WHEREAS by notification published in the *Punjab Government Gazette* No. 36, dated the 9th April 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Chenab Canal, and whereas Government is willing to grant a part of the said tract to village headmen, the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act. Preamble.

1. No village headman shall be entitled as of right to become a tenant, that is to say the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of such commencement in the register maintained under section 5 of Act III of 1893. Definition.

3. Any tenancy granted on the conditions set forth in this statement shall determine on the decease of the tenant or his resignation with the sanction of the Collector or his dismissal from the office of village headman, and, on its determination the Government may forthwith without payment of any compensation whatsoever resume and repossess the whole of the said land. Period of tenancy.

4. Where any person is granted a special tenancy under Act III of 1893 in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions whether the area held by the subsequent tenant is identical with that held by the original tenant or not. Remissions on re-allotted land.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground. Exceptions of channels, rights to minerals, etc.

Power of Government entry to search for minerals, etc.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in over under or in respect of the said lands and all parts thereof.

Compensation for damage by entry.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Resumption of land for public purposes.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which Act III of 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed : provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant. When the tenancy is determined by the disease, resignation or dismissal of the grantee, or by the Government in the exercise of the right of re-entry under clause 17 hereof, the grantee or his legal representatives shall have no claim to any compensation whatever.

Payment of (a) cost of survey and demarcation. (b) Cost of well.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner. Demarcation of boundaries.

11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on a village headman by any law or rules for the time being in force in the Punjab. Responsibility of tenant as to crime.

12. The tenant shall pay, when due, all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.* Assessments, remissions, etc.

13. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him. Trees on holding.

14. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 17. The *charagah* or grazing-ground.

15. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

16. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date entered in column 7 of the entry in the register maintained under section 5 of Act III of 1893, which concerns the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions, *vide* Chapter VIII of the Manual.

Infringement
of conditions.
Penalties.

17. If and whenever any part of the sums of money hereinbefore agreed to be paid by the tenant to the Government shall be in arrear for fifteen days from date of demand made in writing for payment thereof, or there shall be a breach of any of the covenants or duties by or of the tenant herein contained, or if the tenant transfers or attempts to transfer the whole or any part of the said lands, then and in any such event the Government, by any officer duly authorised in this behalf, may re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

18. If the tenant fails to perform the duties of village headman to the satisfaction of the Deputy Commissioner, the Deputy Commissioner may, if he so thinks fit, in lieu of dismissal, fine such tenant any sum not exceeding Rs. 10 per acre of the holding for each crop for a maximum of four crops in succession. Any fine imposed under this section will be recoverable as arrears of land revenue.

19. In the event of the decease or resignation as aforesaid of the tenant, he or his heirs or representatives shall be permitted to remove all sown or standing crops, but if he or such heirs or representatives sow or plant fresh crops after the date of the determination of the tenancy, such crops will be liable to confiscation as the property of Government.

20. In the event of dismissal of the tenant from the office of village headman, all sown or standing crops will be liable to confiscation as the property of Government, but the Deputy Commissioner may, in lieu of confiscation, permit him to remove them, and recover a sum not exceeding double the sum which would have been assessed as land revenue, cesses, *malikana*, and water-rates if the tenant had remained in possession of his tenancy. If the dismissed tenant sow or plant fresh crops after determination of the tenancy, such crops will be liable to confiscation as the property of Government.

Arbitration.

21. Subject to the provisions hereinbefore contained, if any difference shall arise between the Government and the tenant touching these presents or anything herein contained, or the construction or operation hereof, or the rights, duties or liabilities of any party in connection with the premises, the matter in difference shall be referred to the Deputy Commissioner, whose decision thereon shall be final and conclusive between the parties.

Register of Village Headmen to whom tenancies are granted on the Chenab Canal, under Act III of 1898, in

Mauza

District

1	2	3	4	5	6	7	8	9	10	11	12	13
Name of Branch.	No. of mauza.	Khata No.	Name and percentage of tenant.	Survey No. of square.	Area of holding.	Date of allotment.	Crop and date from which assessment took place in the first holding assessed in the estate.	Crop and date on which owner's rate will be assessed.	Date (with crop) on which enhanced <i>malikana</i> will be assessed.	Signature of tenant, with date.	Signature of Deputy Commissioner, with date.	Date of termination of tenancy.

(15) Mule-breeding Village Headmen.**Preamble.**

WHEREAS by notification published in the *Punjab Government Gazette*, No. 36, dated the 9th April 1903, the provisions of Act III of 1893, the Government Tenants (Punjab) Act, have been applied to a certain tract of land the property of Government and wholly or partly irrigable from the Chenab Canal, and whereas Government is willing to grant a part of the said tract to village headmen, the following statement of conditions on which Government is willing to grant land to such tenants is issued in accordance with the provisions of section 4 of the same Act.

Selection of tenants.

1. No village headman shall be entitled as of right to become a tenant, that is to say the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definition.

2. In this statement (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy as entered in the register maintained under section 5 of Act III of 1893, to which a copy of this statement is, in accordance with that section, required to be prefixed; (b) "the date of the commencement of the tenancy" shall mean the date recorded as the date of allotment in the register maintained under section 5 of Act III of 1893; (c) "the Superintendent" shall mean the officer appointed to superintend mule-breeding operations in the Colony.

Period of tenancy.

3. Any tenancy granted on the conditions set forth in this statement shall determine on the decease of the tenant or his resignation with the sanction of the Collector or his dismissal from the office of village headman, and, on its determination the Government may forthwith without payment of any compensation whatsoever resume and repossess the whole of the said land.

Remissions on reallotted land.

4. Where any person is granted a special tenancy under Act III of 1893, in accordance with these conditions in respect of land which has already been the subject of such a tenancy and from which the original tenant has absconded or been ejected, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under clause 12 of these conditions whether the area held by the subsequent tenant is identical with that held by the original tenant or not.

Exceptions of channels, rights to minerals, etc.

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributory channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base

lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in over under or in respect of the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The Government agrees to pay the tenant such compensation as the Deputy Commissioner may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 5 and 6, and the tenant shall accept the sum awarded by the Deputy Commissioner in full satisfaction and compensation for the same.

Compensation for damage by entry.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Deputy Commissioner permit the said Deputy Commissioner to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Deputy Commissioner be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall if so required accept in full satisfaction and compensation for the same, an equal area of land elsewhere on the canal within the tract of land to which Act III of 1893, has been extended, or such other form of compensation as the Deputy Commissioner may determine, together with any compensation which the Deputy Commissioner may consider reasonable on account of the cost of any improvements made by the tenant on the land resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed: provided always that the Deputy Commissioner may from time to time, by order in writing signed by him, reserve in favour of any person or persons, or any class of persons, or of the public generally, a right of way of such description as he thinks fit and specifies in the said order through the said lands or any part thereof, and over a strip thereof not exceeding at any point two *kadams* in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as is in this *proviso* referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant. When the tenancy is determined by the demise, resignation or dismissal of the grantee, or by the Government in the exercise of the right of re-entry under clause 17 hereof, the grantee or his legal representatives shall have no claim to any compensation whatever.

Resumption of land for public purposes.

9. The tenant shall pay at the time or times appointed by the Deputy Commissioner the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

Payment of (a) cost of survey and demarcation, (b) cost of well.

- Demarcation of boundaries.** 10. The tenant shall duly comply with such directions as the Deputy Commissioner shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Deputy Commissioner.
- Responsibility of tenant as to crime.** 11. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on a village headman by any law or rules for the time being in force in the Punjab.
- Assessments, remissions, etc.** 12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *malikana*, and cesses imposed by competent authority in respect of the said lands or any part thereof to such person and at such times and places as the Deputy Commissioner shall from time to time appoint.*
- Trees on holding.** 13. The tenant may use for his own *bonâ fide* private purposes connected with the cultivation or reclamation of the said lands, any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant: provided that any trees or brushwood which it is necessary to remove in order to bring the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.
- The *charaghâ* or grazing-ground.** 14. The portion of the area of the *mauza* in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it and, with the permission of the Deputy Commissioner, to cut wood from it for his *bonâ fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 17.
- Special duties of mule-breeding village headman and mule-breeding tenants.** 14-A. (1) Before the 1st December 1903 or before the expiry of three months of the date of allotment of the lands to which these conditions apply, the tenant shall produce a mare which shall be fit for breeding mules for the army, and approved by an officer of Government appointed for the purpose and branded by him. The tenant shall regularly breed from the mare utilizing the services of a donkey stallion selected by an officer of Government.
- (2) The tenant shall not sell or otherwise transfer the mare or any interest therein without the permission in writing of the Superintendent.
- (3) The tenant shall not, without the permission in writing of the Superintendent, sell or otherwise transfer the progeny of the mare or any interest therein except to Government until it has attained the age of 18 months.
- (4) The tenant shall be bound to sell the progeny at any time before it has attained the age of 18 months to Government at such

*As the detailed assessments imposed initially are now obsolete they have not been reproduced. For a discussion of assessments and remissions,—*vide* Chapter VIII of the Manual.

price as may be determined by the Superintendent within the limits to be fixed by the Director-General, Army Remount Department, with the concurrence of the Financial Commissioner. If the progeny has attained the age of 18 months and has not been purchased by Government, the tenant may dispose of it as he thinks fit.

(5) The tenant shall maintain and manage the mare and its progeny in such manner, and at such place, as shall be deemed satisfactory by the Superintendent, and shall at any time when required to do so produce the mare and its progeny for the inspection of any officer of Government appointed to inspect brood mares and young stock in the colony at such places as he may appoint.

(6) If any mare maintained by the tenant under the provisions and stipulations herein contained shall die or otherwise cease to be in his possession or be found or become incapable of breeding foals fit for the use of the army, the tenant shall within three months from the date of the happening of any such contingency produce another mare fit for breeding mules to be approved, branded, maintained, utilised for breeding, managed, produced and in case of need replaced as herein provided in respect of the mare furnished as provided in the first sub-clause of this clause, and the same rules shall apply throughout the duration of his tenancy to all mares maintained hereunder and their progeny.

(7) The tenant shall, if so required by the Superintendent, permit the progeny to be hoof branded.

15. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer. Improvements.

16. The tenant shall not use the said lands or any part thereof in a manner which renders them or it unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof. Permanent cultivation.

17. If and whenever any part of the sums of money hereinbefore agreed to be paid by the tenant to the Government shall be in arrear for fifteen days from date of demand made in writing for payment thereof, or there shall be a breach of any of the covenants or duties by or of the tenant herein contained, or if the tenant transfers or attempts to transfer the whole or any part of the said lands, then and in any such event the Government, by any officer duly authorised in this behalf, may re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine. Infringement of conditions. Penalties.

18. If the tenant fails to perform the duties of village headman to the satisfaction of the Deputy Commissioner, the Deputy Commissioner may, if he so thinks fit, in lieu of dismissal, fine such tenant any sum not exceeding Rs. 10 per acre of the holding for each crop for a maximum of four crops in succession. Any fine imposed under this section will be recoverable as arrears of land revenue.

19. In the event of the decease or resignation as aforesaid of the tenant, he or his heirs or representatives shall be permitted to remove all sown or standing crops, but if he or such heirs or representatives sow or plant fresh crops after the date of the determination of the tenancy, such crops will be liable to confiscation as the property of Government.

20. In the event of dismissal of the tenant from the office of village headman, all sown or standing crops will be liable to confiscation as the property of Government, but the Deputy Commissioner may, in lieu of confiscation, permit him to remove them, and recover a sum not exceeding double the sum which would have been assessed as land revenue, cesses, *malikana*, and water-rates if the tenant had remained in possession of his tenancy. If the dismissed tenant sow or plant fresh crops after determination of the tenancy, such crops will be liable to confiscation as the property of Government.

Arbitration.

21. Subject to the provisions hereinbefore contained, if any difference shall arise between the Government and the tenant touching these presents or anything herein contained, or the construction or operation hereof, or the rights, duties or liabilities of any party in connection with the premises, the matter in difference shall be referred to the Deputy Commissioner, whose decision thereon shall be final and conclusive between the parties.

**Register of Village Headmen to whom tenancies are granted on the Chenab Canal under Act III of 1898, in
District
Mauza**

1	Name of Branch.
2	No. of mauza.
3	Khata No.
4	Name and percentage of tenant.
5	Survey No. of square.
6	Area of holding.
7	Date of allotment.
8	Crop and date from which assessment took place in the first holding assessed in the estate.
9	Crop and date on which owner's rate will be assessed.
10	Date (with crop) on which enhanced <i>malikana</i> will be assessed.
11	Signature of tenant, with date.
12	Signature of Deputy Commissioner, with date.
13	Date of termination of tenancy.

(16) Ordinary Mule-Breeders.

Notification No. 893-A, dated the 23rd October 1912.—The following statement of the conditions on which Government is willing to grant land to tenants in the Lower Chenab Colony on mule-breeding terms is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912.

His Honour the Lieutenant-Governor is pleased to declare that all tenancies granted on these conditions shall be scheduled tenancies under section 4 of the said Act :—

**Statement
subject to
Colony Act.**

1. This statement is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

**Selection of
tenants.**

2. No person shall be entitled as of right to receive a grant of land under these conditions that is to say the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the purpose set forth, in this statement.

Definition.

3. In this statement (a) "the lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy; (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3), (4) of the Act aforesaid confirming the allotment; (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid; (d) "the Superintendent" shall mean the officer appointed to superintend mule-breeding operations.

**Period of
tenancy.**

4. Any tenancy granted on the conditions set forth in this statement shall determine on the decease of the tenant or his resignation with the sanction of the Collector or if he is a village headman his dismissal from the office of village headman or the confiscation of his tenancy under section 24 of the Act aforesaid, and, on its determination the Government may resume possession of the lands without payment of any compensation whatsoever.

**Exceptions of
channels,
rights to
minerals, etc.**

5. The Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof, including a width of $1\frac{1}{2}$ *kadams* on either side of survey base lines, and also any lines of road which, though not yet made, have been marked out upon the ground.

6. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

Power of Government entry to search for minerals, etc.

7. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector permit the said Collector to take possession of and to finally resume for the Government so much of the said lands as may from time to time, in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

Resumption of land for public purposes.

8. The tenant shall pay at the time or times appointed by the collector the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated and also of the cost of a suitable drinking well near the village site as fixed by the Collector.

Payment of (a) cost of survey and demarcation, (b) cost of well.

9. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Demarcation of boundaries.

10. The tenant shall pay, when due, land revenue, occupier's rate, *malikana*, and cesses in respect of the lands at the highest rates obtaining at the date of the commencement of the tenancy in the *mauza* in which the lands are situated and shall in future pay all such dues as may be imposed by competent authority in respect of the lands or any part thereof to such person and at such times as the Collector may from time to time appoint.

Assessments.

11. All trees and brushwood on the lands shall be at the absolute disposal of the tenant and may be sold by him.

Trees on holding.

12. (1) No tenant shall have any right or title in the land allotted to him or shall enter into possession of the same until he shall have produced a mare which shall be fit for breeding mules for the army, and has been approved by the Superintendent or the Veterinary Officer appointed for the purpose and branded by him. The tenant shall regularly breed from the mare utilizing only the services of a donkey stallion selected by the Superintendent.

Special duties of mule-breeding village head-man and mule-breeding tenants.

(2) The tenant shall not sell or otherwise transfer the mare or any interest therein without the permission in writing of the Superintendent.

(3) The tenant shall not sell or otherwise transfer the progeny of the mare or any interest therein except to Government until it has attained the age of 18 months without the permission in writing of the Superintendent.

(4) The tenant shall be bound to sell the progeny at any time before it has attained the age of 18 months to Government at such price as may be determined by the Superintendent within limits to be fixed by the Director-General, Army Remount Department. If the progeny has attained the age of 18 months and has not been purchased by Government, the tenant may dispose of it as he thinks fit.

(5) The tenant shall maintain and manage the mare and its progeny in such manner, and at such place, as shall be deemed satisfactory by the Superintendent, and shall at any time when required to do so produce the mare and its progeny for the inspection of any officer of Government appointed to inspect brood mares and young stock at such places as he may appoint.

(6) If any mare maintained by the tenant under the conditions laid down in this statement shall die or otherwise cease to be in his possession or be found or become in the opinion of the Superintendent or the Veterinary Officer incapable of breeding foals fit for the use of the army, the tenant shall within three months from the date of the happening of any such contingency produce another mare fit for breeding mules to be approved, branded, maintained, utilised for breeding, managed, produced for inspection and in case of need replaced as herein provided.

(7) The tenant shall, if so required by the Superintendent, permit the progeny to be hoof branded.

(8) The above provisions shall apply throughout the duration of his tenancy to all mares maintained by a tenant under the conditions laid down in this statement and their progeny.

Improvements.

13. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of the land other than those specified in clause 5 hereof: Provided that no water-course shall be made on a plan or in a position disapproved by the Irrigation Department and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department.

Permanent cultivation.

14. The tenant shall not use the said lands or any part thereof in a manner which renders them or is unfit for the purpose for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Disposal of crops on determination of a tenancy.

15. (1) In the event of the decease or resignation of the tenant, he or his heirs or representatives shall be permitted to remove all sown or standing crops.

(2) In the event of the confiscation of the tenancy, all sown or standing crops on the lands shall be liable to confiscation as the property of Government, but the Collector may in lieu of confiscation, permit

the tenant to remove them and recover a sum not exceeding double the sum which would have been assessed as land revenue, occupier's rate, *malikana* and cesses if the tenant had remained in possession of his tenancy.

(3) If on the determination of a tenancy the tenant or his heirs or representatives sow or plant fresh crops, such crops shall be liable to confiscation as the property of Government.

16. If the tenant being a village headman fails to perform the duties of that office to the satisfaction of the Collector, the Collector may, if he so thinks fit, in lieu of dismissal, treat such failure as a breach of these conditions punishable under section 24 (a) of the Act. ^{Transfer of rights.}

17. In the event of any dispute arising between the Government and the tenant as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Commissioner whose opinion shall be final and conclusive between Government and the tenant. ^{Arbitration.}

(17) Fauji Grants transferred from the Lower Bari Doab Canal.

Notification No. 22136, dated the 28th August 1922.—
The following statement of conditions on which Government is willing to grant land on the Lower Chenab Canal to persons who have already been selected by the Army Department of the Government of India for Fauji grants on the Lower Bari Doab Canal for which land is not available on that canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER CHENAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonizations of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

(a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and to designate the lands included in that tenancy;

- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in sections 10 (3) and (4) of the Act aforesaid confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserve to itself out of and in respect of the said lands—(1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

5. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 4 and clause 5 other than existing rights of way and water and other easements.

7. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 karams along one side of the lines bounding the square of 27 acres (approximately) wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 karams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

10. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residence of such estate and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

13. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

14. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

15. The tenant shall pay, when due, in respect of the said lands or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

(2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house, to the satisfaction of the Collector, on a site allotted by the Collector or (with the permission of the Collector) on his own land : Provided that when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint-holders from personal residence in the estate.

17. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allottable area of the estate have been put into possession of the tenants. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

18. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land and subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement, of the tenancy, and one-half thereof similarly reckoned within five years from the same date and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

20. If the tenant has previously received from Government any grant of land, he is bound to disclose the fact by written acknowledgment to the officer who allots the tenancy to him, before the completion of the allotment.

21. (1) Upon the expiry of five years from the date of the commencement of the tenancy or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance

of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them but subject always to the terms and conditions hereinafter in that behalf made and provided be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

Firstly, that the tenant shall duly pay to the Government as purchase money for the said lands an amount yielded by a rate of Rs. 100 per acre.

Secondly, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in manner herein before provided.

Thirdly, that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

- (a) Gross or repeated encroachment on the *charagah*, unallotted village site or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside the village, the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable when the defect for which it has been withheld has been remedied.

Fourthly, that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

Fifthly, that proprietary rights may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estates.

(3) When any tenant shall, under the provisions as in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser, his heirs and legal representatives shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 4, 5, 6, 7, 11, 14 and 15 (1)* of this statement by which, and by the provisions of the Act aforesaid, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary right in the land, if any, allotted to him in the village site on payment at the rate of Rs. 100 per acre.

22. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 14 and 22, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

(18) Military Jagir Grantees, transferred from the Lower Bari Doab Canal.

Notification No. 301-1574-15378, dated the 15th December 1923.—In supersession of Punjab Government Notification No. 22138, dated 28th August 1922, the following statement of conditions on which Government is willing to grant land on the Lower Chenab Canal to persons who have already been selected by the Army Department of the Government of India for Military jagir grants on the Lower Bari Doab Canal and for whom land is not available on that Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1922.

*Amended by Punjab Government Notification No. 301-1574-15381, dated 15th December 1923.

**STATEMENT OF CONDITIONS OF WHICH GOVERNMENT IS WILLING
TO GRANT LAND SITUATED ON THE LOWER CHENAB CANAL.**

As notified in Punjab Government notification No. 22196,* dated 28th August 1922, for Fauji grantees with the omission of clauses 13 and 16 and with the following clause substituted for clause 24 thereof.

21. (1) Upon the expiry of five years from the date of the commencement of the tenancy or at any time thereafter, during the continuance of the tenancy, the tenant shall if during the continuance of the tenancy he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid in the manner in the said conditions provided, all sums due to Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to receive free of cost from the Government the proprietary right in the said lands, and in the event of any such grant being duly carried into effect and completed, the grantee and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of land revenue rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

Provided that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any or the following faults or defects are found to exist :—

- (a) Gross or repeated encroachment on the *charagah*, unallotted village site or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses; the heaping of manure within compounds instead of outside the village; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired if otherwise allowable, when the defect for which it has been withheld has been remedied :

Provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

Provided also that proprietary rights may also be withheld from the tenant of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estates.

(2) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have received the proprietary right in any lands from the Government and shall have complied

*See page 91 *ante*.

with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary rights so received to the grantee, and the grantee, his heirs and legal representatives shall thereupon in respect of the land so received, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 4, 5, 6, 7, 11, 14 and 15 (1) of this statement by which, and by the provisions of Punjab Act, V of 1912, applicable to proprietors of land, he shall continue to be bound.

(8) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary right in the land if any allotted to him in village site on payment at the rate of Rs. 100 per acre.

(19) (a) Peasant Grants transferred from Lower Bari Doab Canal.

Notification No. 301-1700-5834, dated the 22nd April 1924.— The following statement of conditions on which Government is willing to make grants of land not exceeding in each case two squares on the Lower Chenab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 (V of 1912) :—

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER CHENAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab Act), 1912, herein-after referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserve to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

(a) "the lands" and the "said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the land included in that tenancy ;

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in sections 10 (3) and (4) of the Act aforesaid confirming the allotment ;

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;

(d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands—(1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

5. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines or minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 4 and clause 5 other than existing rights of way and water and other easements.

7. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *karams* along one side of the lines bounding the square of 27 acres (approximately) wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *karams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses, or any works connected therewith.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

10. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residence of such estate and also

with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

12. The tenant shall render all such assistance in the prevention or discourvey of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages or under any track law or rules for the time being in force in the Punjab.

13. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

14. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

15. The tenant shall pay, when due, in respect of the said lands or any part thereof—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

16. The tenant shall settle permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house to the satisfaction of the Collector, on a site allotted by the Collector or (with the permission of the Collector) on his own land : Provided that when the tenancy is held jointly by two or more persons, the Collector may,

for sufficient reason excuse any of such joint-holders from personal residence in the estate.

17. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

18. The tenant may sink wells, make water-courses, plant trees, build houses and otherwise improve the land, and subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof: Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date.

20. If the tenant has previously received from Government any grant of land, he is bound to disclose the fact by written acknowledgment to the officer who allots the tenancy to him, before the completion of the allotment.

21. (1) Upon the expiry of five years from the date of the commencement of the tenancy or at any time thereafter, during the continuance of the tenancy, the tenant shall, if during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them but subject always to the terms and conditions hereinafter in that behalf made and provided be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely :—

Firstly, that the tenant shall duly pay to the Government as purchase money for the said lands an amount yielded by a rate of Rs. 100* per acre.

Secondly, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in manner hereinbefore provided.

Thirdly, that the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—

(a) Gross or repeated encroachment on the *charagah*, unallotted village site or public roads or thoroughfares.

(b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses, the heaping of manure within compounds instead of outside the village, the making of village tanks in places other than those indicated by competent authority.

(c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable when the defect for which it has been withheld has been remedied.

Fourthly, that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

Fifthly, that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estates.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any lands from the Government and shall have duly paid the whole of the purchase money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser, his heirs and

* In the year 1926 5,000 acres of land was granted at the rate of Rs. 200 per acre,—*viz.* P. G. letter No. 2-D., dated the 2nd January, 1926.

legal representatives shall thereupon in respect of the land so purchased, cease to be subject to the conditions herein contained with the exception of conditions Nos. 4, 5, 6, 7, 11, 14 and 15 (1) of this statement by which and by the provisions of the Act aforesaid, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy may also purchase proprietary right in the land, if any, allotted to him in the village site on payment at the rate of Rs. 100* per acre.

22. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 14 and 21, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

(19) (b) Landed gentry grants transferred from Lower Bari Doab Canal.

Notification No. 301-1700—5835, dated the 22nd April 1924.—The following Statement of Conditions on which Government is willing to make grants of land amounting in each case to more than two squares on the Lower Chenab Canal is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, 1912 (V of 1912).

STATEMENT OF CONDITIONS ON WHICH GOVERNMENT IS WILLING TO GRANT LAND SITUATED ON THE LOWER CHENAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with section 10 (2) thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

(a) "the lands" and the "said lands" shall so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;

(b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;

* In the year 1926 5,000 acres of land was granted at the rate of Rs. 200 per acre,—vide P. G. letter No. 2-D., dated the 2nd January, 1926.

- (e) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the Act aforesaid ;
- (d) "improvements" shall be deemed to mean improvements as defined in section 4 (19) of the Punjab Tenancy Act, 1887.

4. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels of the canal ; and (2) all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

5. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines or minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each and all the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

6. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in Clause 4 and Clause 5 other than existing rights of way and water and other easements.

7. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves, all roads situated in the said lands or any part thereof which have been marked out on the ground or delineated in the plan or plans kept in the office of the Collector.

And it likewise excepts and reserves the right of the public to traverse a width of 3 *kadams* along one side of the lines bounding the square of 27 acres approximately wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *kadams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare.

8. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith.

9. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 7 and 8, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana*, or cesses shall be payable by the tenant.

10. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repairs to the satisfaction of the Collector.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

13. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

14. The tenant shall pay, when due, in respect of the said lands or any part thereof—

(1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;

(2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government ; and

all payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint.

15. The tenant shall either himself settle on the estate in which the said lands or some of them are situated or if he shall not so settle he shall cause some competent member of his family or other person approved in either case by the Collector so to settle within six months of the date on which the Collector directs that he be put in possession of a specified area of land ; and whether he himself so settles or causes some competent member of his family or other person so to

settle he shall within one year of the same date either himself build or cause to be built a house, to the satisfaction of the Collector, on a site allotted by the Collector, or (within the permission of the Collector) on his own land.

16. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

17. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

18. The tenant may sink wells, make water-courses, plant trees, built houses and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 4 hereof: Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

19. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of the commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date.

20. (1) Upon the expiry of five years from the commencement of the tenancy or at any time thereafter, during the continuance of the tenancy, the tenant shall, if, during the continuance of the tenancy, he shall have duly complied with and observed each and all of the conditions in this statement of conditions contained, and shall have duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided be entitled to purchase from the Government the proprietary right in the said lands, and, in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, under the circumstances specified in the preceding clause of this condition

purchase from the Government the proprietary right in the lands granted to him as such tenant, as aforesaid, shall be as follows, namely:—

Firstly, that the tenant shall duly pay to the Government as purchase money for the said lands the amount yielded by a rate of Rs. 100 per acre.

Secondly, that the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy unless and until the whole amount of the said purchase money shall have been duly paid and discharged in manner hereinbefore provided.

Thirdly, provided the Collector may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist:—

- (a) Gross or repeated encroachments on the *charaghah*, unallotted village site or public roads or thoroughfares.
- (b) Grossly insanitary conditions, *viz.*, borrow-pits within the compounds of houses; the heaping of manure within compounds instead of outside the village; the making of village tanks in places other than those indicated by competent authority.
- (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired, if otherwise allowable, when the defect for which it has been withheld has been remedied.

Fourthly, provided also that the Collector may withhold proprietary rights from any tenant in any estate in which the state of crime in such as in his opinion to disentitle such tenant to the concession.

Fifthly, provided also that proprietary rights may be withheld from any tenant in any estate in which a breach of the canal or distributary has occurred within five years of the date of the application for the grant of proprietary rights, if there is reason to believe that such breach was wilfully caused by such tenant or any of his sub-tenants, servants or dependants.

(3) When any tenant shall, under the provisions and in pursuance of the preceding clauses of this condition, have purchased the proprietary right in any land from the Government and shall have duly paid the whole of the purchase money therefor to the Government and shall have complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased cease to be subject to the conditions herein contained, with the exception of conditions Nos. 4, 5, 6, 7, 11,

13 and 14 (1) of this statement, by which, and by the provisions of Punjab Act, V of 1922, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land if any allotted to him in the village site on payment at the same rates as for the tenancy.

21. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 14 and 20 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

(20) Landed gentry and civil non-official reward grantees.*

Notification No. 1917-C., dated the 2nd June 1930.—The following statement of conditions, on which Government is willing to grant land to members of the hereditary landed gentry and to Civil non-official reward grantees in the Lower Bari Doab Canal Colony, and the Lower Chenab Colony is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act, V of 1912 :—

Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.
Selection of tenants.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the said Act" and in pursuance of the provisions of sub-section (2) of section 10 thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

Definitions.

3. In this statement of conditions :—

(a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy.

(b) "the date of the commencement of the tenancy" means the date of the written order referred to in sub-sections (3) and (4) of section 10 of the said Act confirming the allotment.

(c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

*This and the following statements of conditions apply to the new extensions of the Lower Chenab Canal.

- (d) "improvements" means improvements as defined in clause (19) of section 4 of the Punjab Tenancy Act, 1887.

4. (1) Upon or after the expiration of five years from the date of commencement of the tenancy, the tenant, having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed shall be entitled at any time to receive from the Government a Sanad giving him a right of occupancy in the said lands, provided that the tenants shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained.

Provided also that the Collector may refuse to allow the acquisition of occupancy rights by all or any of the tenants of any estate if for reasons to be recorded in writing he finds that—

- (a) there have been in the estate gross or repeated encroachment on the *charagah*, unallotted village site or public roads or thoroughfares, or
- (b) the condition of the estate is grossly insanitary ; or
- (c) there has been a persistent neglect of arboriculture in the village site.

Explanation.—The existence of a borrow pit within the compound of a house, or of a heap of manure within a village site or of a tank in a place other than a place indicated for the purpose of a tank by competent authority shall be deemed to be proof that the estate concerned is in a grossly insanitary condition for the purpose of this clause.

(2) When a Collector has under the provisions of clause (1) of this condition refused to allow occupancy rights to be acquired, he may notwithstanding such refusal allow them to be acquired after the encroachment, insanitary state or neglect as the case may be, has been removed.

5. No initial remissions of land revenue, *malikana*, occupiers' rates or cesses shall be granted. The Collector shall decide from what harvest the tenancy shall be deemed to have begun. All such demands shall then become due for that harvest. The Collector's decision shall be final.

6. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

- Compensation for damage occasioned by exercise of Government's powers. 8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 7 and clause 8 other than existing rights of way and water and other easements.
- Reservation of roads. 9. The Local Government excepts and reserves the right of the public to traverse a width of $16\frac{1}{2}$ feet along one side of the lines bounding $\frac{25 \text{ acre rectangles}}{27.7 \text{ acre squares}}$ wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 karams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare ; and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfares so provided.
- Power to resume land for roads, etc. 10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of, and finally to resume for the Government so much of the said lands as may from time to time, in the opinion of the Collector, be required for the construction, repairs or maintenance of railways, roads, canals, distributaries, and water-courses or any works connected therewith.
- No compensation for reservation or resumption of lands or roads. 11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana*, or cesses shall be payable by the tenant.
- Cost or survey demarcation of roads and culverts. 12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the watercourse or watercourses of the estate in which the said lands are situated and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.
- Boundary marks. 13. The tenant shall duly comply with such directions such as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof and shall keep them when erected in good repair to the satisfaction of the Collector.
- Responsibilities of tenant with regard to crime. 14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen, or other inhabitants of villages are under any tract law or rules for the time being in force in the Punjab.
- Obligation of loyalty. 15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local

Government, whether this condition has been violated by the tenant, shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

16. If the tenant is ordered, under section 118 of the Code of Criminal Procedure to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or longer and the order or sentence is not set aside or the sentence not reduced to a term of less than one year on appeal or revision, he shall be deemed to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Tenancy
liable to
resumption
on conviction
of tenants.

17. The tenant shall pay, when due in respect of the said lands or any part thereof—

Payment of
land revenue
and other
charges.

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at the rate of Rs. 3 per acre per annum of the total area allotted for the first ten years. Payment shall be made in two equal half-yearly instalments payable at the time of the instalment of land revenue whether remitted or not. After ten years the rate of *malikana* will be raised to Rs. 5 per acre per annum, and thereafter, if the Punjab Government shall decide to raise the rate still further, it shall be paid at such rate or rates as may from time to time be fixed by the Punjab Government ;
- (3) *nazarana* shall be paid at the rate of Rs. 10 per acre ; the first payment of Rs. 10 per acre shall be made on allotment and possession shall not be given until this payment has been made. Thereafter payment shall be made at the rate of Rs. 10 per acre allotted per annum in two equal half-yearly instalments of Rs. 5 each at the time of the payment of the instalment of land revenue and will continue for five years until a sum of Rs. 60 per acre including the initial instalment has been paid.

18. The tenant shall either himself settle on the estate in which the said lands or some of them are situated or if he shall not so settle, he shall cause some competent representative to be approved by the Collector so to settle within six months of the date on which the Collector directs that he be put in possession of a specified area of land ; and whether he himself so settles or causes some such competent* representative so to settle, he shall within one year of the same date, either himself build or cause to be built houses for himself or his representative and his tenants to the satisfaction of the Collector, on a site allotted

Residence of
tenant or
members of
his family.

*Amended by Punjab Government Notification No. 2587-C., dated 19th August 1930.

by the Collector, or (with the permission of the Collector) on his own land.

Compulsory exchange of lands of tenancy.

19. In the case of a tenant, who has not received a right of occupancy in his tenancy under clause 4 of these conditions the Collector may, with or without the consent of the tenant upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. Government shall pay to the tenant such compensation as it may consider reasonable for improvements by him in the resumed lands. In such a case all payments of *nazarana* made by a tenant in respect of the lands resumed shall be deemed to have been made in respect of the lands given in exchange.*

Construction of drinking well.

20. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

Trees and brushwood.

21. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him.

Improvements.

22. The tenant may sink wells, make water-courses, plant trees, and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause (6) hereof :

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department.

Cultivation of lands.

23. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Payment of nazarana.

24. The tenant shall pay the instalments of *nazarana* punctually on the dates fixed for payment. Any default in the payment of *nazarana* shall be regarded as a breach of the conditions of the grant, and shall render the grantee liable to have the whole of his grant forfeited together with all instalments of *nazarana* already paid, and he shall not

*Punjab Government Notification No. 1408-C-(S), dated 2nd August 1930.

be entitled to receive compensation for any improvements which he may have made in the land of the tenancy :

Provided that if in the payment of nazarana, mentioned in condition 17, the tenant has been unpunctual, the Collector, instead of forfeiting the grant outright on account of the breach of the conditions of the grant, may defer the conferment of occupancy rights on the tenant for a period of one year, notwithstanding the completion of all payments required for the purchase of occupancy rights. This will involve delay in the acquisition of proprietary rights also, and consequently the payment of *malikana* for two additional harvests.

25. (1) Upon or after conferment under condition 4 of a right of occupancy in the said lands during the continuance of the tenancy, the tenant shall, if he has during the continuance of the tenancy duly complied with and observed each and all of the conditions in this statement of conditions contained, and has duly paid, in the manner in the said conditions provided, all sum; due to Government under the provisions of the said condition and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from Government the proprietary right in the said lands, and in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right, free of any payment on the account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf. Proprietary rights.

(2) The terms and conditions upon which the tenant may, in the circumstances specified in the preceding clause of this condition, purchase from Government the proprietary right in the land granted to him as such tenant, as aforesaid, shall be as follows :—

Firstly.—That the tenant shall duly pay to Government as purchase money either—

- (i) a single sum calculated at the rate of Rs. 75 an acre for the whole of the allotted area : after this payment has been made, *malikana* will no longer be charged ; or
- (ii) instalments calculated to amount to Rs. 60 an acre on the total area allotted. These instalments shall be paid at the rate of Rs. 5 per acre allotted at the time of the payment of the instalment of land revenue. If any instalment is not paid, no interest will be charged on overdue instalments. *Malikana* will continue to be paid with each instalment of the land revenue and will cease to be levied with effect from the date of the instalment of land revenue due for the harvest after the last payment for the completion of the purchase of proprietary rights has been made.

Secondly.—That it shall be open to the tenant to select either of the two alternatives provided in the above clause in which to pay the amount payable for the purchase of proprietary rights, if at any time he wishes to acquire proprietary rights.

Thirdly.—That when the tenant has elected to pay by instalments and has begun to do so, if he makes default in the instalment of any harvest, no penalty or interest shall be charged on the overdue instalment, nor at any subsequent harvest shall instalments at a rate higher than Rs. 5 per acre be accepted, but the tenant, shall automatically suffer by extending by his own default the periods of his payments into the period when *malikana* at the higher rate of Rs. 5 per acre per annum shall become due.

Fourthly.—That if the tenant does not elect to try to complete the purchase of proprietary rights by either of these methods, he shall continue to be an occupancy tenant paying *malikana*, but shall retain the right to begin payments for proprietary rights under the first clause of this condition whenever he wishes.

Fifthly.—That in the case of the tenant paying purchase money for proprietary rights by instalments, the date on which the tenant shall pay his half-yearly instalments shall be the date fixed for the payment of land revenue for that harvest. A tenant who does not pay his instalment by the date so fixed, shall be deemed to have defaulted for that harvest.

Sixthly.—That the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in the manner hereinbefore provided.

Seventhly.—Provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

Eighthly.—Provided also that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the tenant's application for purchase, if there is reason to believe that such breach was wilfully caused by the residents of the estate.

Ninthly.—Payments for the purchase of proprietary rights shall only be accepted if made for the whole area of the grant. No tenant shall be permitted to acquire proprietary rights in a portion only of his tenancy.

(3) When any tenant has, under the provisions and in pursuance of the preceding clauses of this condition, purchased the proprietary right in any lands from the Government, and has duly paid the whole of the purchase money therefor to the Government, and has complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting conveying and assuring the proprietary right so purchased

to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained, with the exception of conditions Nos. 7, 8, 9, 10, 14, 16, 22 by which, and by the provisions of the Colonization of Government Lands (Punjab) Act, 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall except as provided in clauses 17 and 23 be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant. Arbitration.

(21) Village Headmen in Civil Non-official Reward Grantee Chaks.

Notification No. 4885-C., dated the 18th December 1931.—The following statement of conditions on which Government is willing to grant land to village Headmen in Chaks allotted to the Civil Non-Official Reward Grantees in the Lower Chenab Canal Colony, is published in accordance with section 10 (2) of the Colonization of Government Lands (Punjab) Act of 1912 :—

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as “ the said Act ” and in pursuance of the provisions of sub-section (2) of section 10 thereof. Conditions issued under Colonization of Government Lands (Punjab) Act, 1912.

2. No village headman shall be entitled as of right to become a tenant, that is to say, the Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.

3. In this statement (a) “ the lands ” and “ the said lands ” shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy : (b) “ the date of the commencement of the tenancy ” means the date of the written order referred to sub-sections (3) and (4) of section 10 of the said Act confirming the allotment. Definitions.

4. Any tenancy granted on the conditions set forth in this statement shall determine on the decease of the tenant or his resignation with the sanction of the Collector or his dismissal from the office of village headman ; and on its determination the Government may forthwith without payment of any compensation whatsoever resume and repossess the whole of the said land. Determination of the tenancy.

Initial remissions.

5. No initial remissions of land revenue, *malikana*, occupiers' rates or cesses shall be granted. The Collector shall decide from what harvest the tenancy shall be deemed to have begun. All such demands shall then become due for that harvest. The Collector's decision shall be final.

Reservation by Government.

6. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself out of and in respect of the lands (1) all grounds situate in the said lands or any part thereof already marked out, excavated or otherwise utilized for the distributary channels, and (2) all existing rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of 16½ feet on either side of survey base lines, and also any lines of road, which, though not yet made, have been marked out upon the ground.

Powers of Government entry.

7. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coal, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or over under or in respect of the said lands or any part thereof.

Compensation for damage occasioned by exercise of Government's powers.

8. Government agrees to pay the tenant such compensation as the Collector may consider reasonable for all damage occasioned by the exercise of the rights reserved to itself in clauses 6 and 7, and the tenant shall accept the sum awarded by the Collector in full satisfaction and compensation for the same.

Powers to resume land for roads, etc.

9. The tenant shall at all times, on receipt of a requisition in writing, signed by the Collector, permit the said Collector to take possession of and to finally resume for the Government so much of the said lands as from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railways, roads, water-courses or any works connected therewith, and the tenant shall, if required, accept in full satisfaction and compensation for the same an equal area of land elsewhere on the canal within the tract of and to which the Colonization of Lands (Punjab) Act, of 1912, has been extended, or such other form of compensation as the Collector may determine, together with any compensation which the Collector may consider reasonable on account of the cost of any improvements made by the tenant on the lands resumed by Government. The land given in exchange under this clause shall be held by the tenant on the same conditions in all respects as the land resumed. Provided always that the Collector may, from time to time, by order in writing signed by him, reserves in favour of any person or persons or any class of persons, or of the public generally, a right of way of such description as he thinks

fit and specifies in the said order, through the said lands or any part thereof, and over a strip thereof not exceeding at any point 22 feet in width, and that no compensation of any kind shall be claimable by any person in respect of such reservation as in this proviso referred to, but in respect of any area so reserved no owner's rate, occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant. When the tenancy is determined by the decease, resignation or dismissal of the grantee, or by Government in the exercise of the right of re-entry under clause 18 hereof, the grantee or his legal representatives shall have no claim to any compensation whatever.

10. The tenant shall pay at the time or times appointed by the Collector the whole cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and also of the cost of a suitable drinking well near the village site, as calculated and fixed by the Collector.

Cost of survey, demarcation, roads and culverts.

11. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

12. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on a village headman by any law or rules for the time being in force in the Punjab.

Responsibilities of the tenant with regard to crime.

13. The tenant shall pay, when due in respect of the said lands or any part thereof—

Payment of land revenue and other charges.

(1) All land revenue assessments, occupiers' rates, owners' rates, cesses, or other charges imposed by competent authority under any law for the time being in force ;

(2) *malikana* at the rate of Rs. 3 per acre per annum of the total area allotted for the first ten years and such other rate thereafter, not exceeding Rs. 5, as may be fixed by the Punjab Government. Payment shall be made in two equal half-yearly instalments payable at the time of the instalment of land revenue whether remitted or not.

14. The tenant may use for his *bond fide* private purposes connected with the cultivation or reclamation of the said lands any trees or brushwood standing thereon, but such trees or brushwood shall not be sold, bartered, exchanged or given away by the tenant ; Provided that any trees or brushwood which it is necessary to remove in order to being the said lands or any part thereof under cultivation shall be at the absolute disposal of the tenant and may be sold by him.

Trees and brushwood.

15. The portion of the area of the mauza in which the tenancy is situated, which has not been allotted, is reserved for the present as Government waste. The tenant shall be allowed as a matter of favour to graze his cattle upon it, and with the permission of the Collector to cut wood from it for his *bond fide* domestic purposes when the wood on his tenancy is exhausted. But he shall not be allowed to cultivate

Grazing of cattle.

it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 20.

Improvements.

16. The tenant may sink wells, make water-courses, plant trees, and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof : Provided that no water-course shall be made on a plan or in a position disapproved by the Canal Officer, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

Cultivation of lands.

17. The tenant shall not use the said lands or any part thereof in a manner which renders them or it unfit for the purposes for which he holds them, and shall bring one-third of the culturable area of the said lands under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Tenancy liable to resumption for a payment of Government dues.

18. If and whenever any part of the sums of money hereinbefore agreed to be paid by the tenant to Government shall be in arrear for 15 days from date of demand made in writing for payment thereof, or there shall be a breach of any of the covenants or duties by or of the tenant herein contained, or if the tenant transfers or attempts to transfer the whole or any part of said lands, then and in any such event the Government, by any Officer duly authorised in this behalf may re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determined.

Fines.

19. If the tenant fails to perform the duties of village headman to the satisfaction of the Collector, the Collector may, if he so thinks fit in lieu of dismissal, fine such tenant any sum not exceeding Rs. 10 per acre of the holding for each crop for a maximum of four crops in succession. Any fine imposed under this section will be recoverable as arrears of land revenue.

Death or resignation of the tenant.

20. In event of the decease or resignation as aforesaid of the tenant, his heirs or representatives shall be permitted to remove all sown or standing crops, but if such heirs or representatives sow or plant fresh crops, after the date of the determination of the tenancy, such crops, will be liable to confiscation as the property of Government.

Dismissal of the tenant from the office of village headman.

21. In the event of dismissal of the tenant from the office of village headman, all sown or standing crops will be liable to confiscation as the property of Government ; but the Collector may, in lieu of confiscation permit him to remove them, and recover a sum not exceeding double the sum which would have been assessed as land revenue, cesses, *malikana*, water-rates, if the tenant had remained in possession of his tenancy. If the dismissed tenant sow or plant fresh crops after the determination of the tenancy, such crops will be liable to confiscation as the property of Government.

22. Subject to the provisions hereinbefore contained ; if any **Arbitration.** difference shall arise between the Government and the tenant touching these presents or anything herein contained, or the construction or operation hereof, or the rights, duties or liabilities of any party in connection with the premises, the matter in difference shall be referred to the Financial Commissioner, whose decision thereon shall be final and conclusive between the parties.

(22) Literates.

Notification No. 528-C., dated the 27th January 1932.—In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor in Council is pleased to issue the following statement of conditions upon which Government is willing to make grants of land not exceeding in each case two rectangles on the Khikhi Extension on the Lower Chenab Canal to literates to start model villages with the object of speeding up the advance in better housing and better sanitation :—

STATEMENT OF CONDITIONS UNDER THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, RELATING TO THE GRANTS OF LAND TO LITERATES TO START MODEL VILLAGES IN THE KHIKHI EXTENSION ON THE LOWER CHENAB CANAL COLONY.

1. The statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the said Act" and in pursuance of the provisions of sub-section (2) of section 10 thereof. Statement issued under the Colonization of Government Lands (Punjab) Act, 1912.
2. Tenancies granted in accordance with these conditions shall be deemed to be scheduled tenancies within the meaning of section 4 of the said Act. Tenancies scheduled under section 4 of the Act.
3. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. Selection of tenants.
4. In this statement of conditions— Definitions.
 - (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
 - (b) "the date of commencement of the tenancy" means the date of the written order referred to in sub-section (3) and (4) of section 10 of the said Act confirming the allotment ;
 - (c) "Collector" and "Commissioner" shall have the meaning assigned to them in section 8 of the said Act ;

(d) "Improvements" means improvements as defined in clause (19) of section 4 of the Punjab Tenancy Act, 1887.

Occupancy rights.

5. (1) Upon or after the expiration of five years from the date of the commencement of the tenancy, the tenant, having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a Sanad giving him a right of occupancy in the said lands : provided that the tenant shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained :

Provided also that the Collector may refuse to allow the acquisition of occupancy rights by all or any of the tenants of any estate if for reasons to be recorded in writing he finds that—

- (a) there have been in the estate gross or repeated encroachments on the *charagah* unallotted village site, or public roads or thoroughfares ;
- (b) the condition of the estate is grossly insanitary ;
- (c) there has been a persistent neglect of arboriculture in the village site.

Explanation.—The existence of a borrow-pit within the compound of a house, or of a heap of manure within a village site, or of a tank in a place other than a place indicated for the purpose of a tank by competent authority, shall be deemed to be proof that the estate concerned is in a grossly insanitary condition for the purpose of this clause.

(2) When a Collector has under the provisions of clause (1) of this condition refused to allow occupancy rights to be acquired, he may notwithstanding such refusal allow them to be acquired after the encroachment, insanitary state or neglect, as the case may be, has been removed.

Remissions not allowed in respect of land previously allotted.

6. When any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of a previous tenancy under this or any other statement of conditions issued under the Act, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under the conditions of his tenancy.

Reservations by Government.

7. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

Powers of Government entry.

8. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coal, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

9. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 7 and clause 8 other than existing rights of way and water and other easements.

Compensation for damage occasioned by exercise of Government's power.

10. The Local Government excepts and reserves the right of the public to traverse a width of $16\frac{1}{2}$ feet along one side of the lines bounding 27.7 acre squares wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of $16\frac{1}{2}$ feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare; and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfares so provided.

Reservation of roads.

11. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the Collector, be required for the construction, repairs or maintenance of railways, roads, canals, distributaries and water-courses or any works connected therewith.

Power to resume land for roads, etc.

12. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 10 and 11, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

No compensation for reservation or resumption of lands or roads.

13. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such time as may be fixed by Government or by the Collector, respectively.

Cost of survey, demarcation, roads and culverts.

14. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

Boundary marks.

15. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

16. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that

Obligation of loyalty.

the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Tenancy liable to resumption on conviction of tenant.

17. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or longer and the order or sentence is not set aside or the sentence not reduced to a term of less than one year on appeal or revision, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

Payment of land revenue and other charges.

18. The tenant shall pay when due, in respect of the said lands or any part thereof,—

- (1) all land revenue assessments, occupiers' rates, cesses or other charges imposed by competent authority under any law for the time being in force ;
- (2) *malikana* at such rate or rates as may from time to time be fixed by the Punjab Government.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of land revenue, *malikana*, occupiers' rates and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Khikhi Extension of the Lower Chenab Canal .

Provided also that the Collector shall decide which is the first harvest gathered from the land of any tenancy cultivated by means of irrigation from the Khikhi Extension of the Lower Chenab Canal, and that his decision shall be final.

Rules of primogeniture.

19. All the tenancies granted on the conditions set forth in this statement shall be subject to the rule of primogeniture, that is to say, on the death of the tenant an heir of the tenant shall succeed to the tenancy in accordance with the rules of primogeniture set out in the schedule annexed to this statement of conditions.

Lapse of tenancy to Government.

20. When the tenant dies without having acquired a right of occupancy under clause 5, the tenancy shall lapse to Government, and all rights conferred upon the tenant by these conditions shall be extinguished.

Cultivation of lands, etc.

21. The tenant shall cultivate the whole of his land with his own hands ; but he shall be allowed to employ paid labour to assist him in doing so.

Permanent residence of tenant.

22. The tenant shall take up his residence permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall

build a residential house to the satisfaction of the Collector on a site allotted by the Collector or (with the permission of the Collector) on his own land.

23. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 5 of these conditions, the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands, any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. Government shall pay to the tenant such compensation as it may consider reasonable for improvements by him in the resumed lands.

Compulsory
exchange of
lands of
tenancy.

24. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

Construction
of drinking
well.

25. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him.

Trees and
bushwood.

26. The tenant may sink wells, make water-course, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 7 hereof :

Improve-
ments.

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department.

27. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

Cultivation
of lands.

28. The tenant is bound—

- (1) if he is in the service of the Government or is a pensioner and has not been selected by the military authorities as such ; or

Disclosure by
tenant of
status as
Government
servant or of
previous
grant of land.

- (2) if, he or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land,

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him, before the completion of the allotment.

In this clause the expression "member of his family" means any descendants of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line, whose name has been entered in any record of rights as that of a shareholder joint with the tenant in any holding.

Arbitration.

29. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clause 18, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

SCHEDULE.

Rules of primogeniture referred to in clause 19 of the condition of the tenancy.

Rule 1.—For the purposes of these rules, unless there is something to the contrary in the subject or context—

- (a) "Son" means a legitimate son, or an adopted son where, in accordance with customary or other law applicable to the parties, such adoption would be valid and would confer the right to succeed to ancestral immovable property held by the adoptive father ;
- (b) "Descendant" means a legitimate male descendant in the male line, but includes an heir appointed under rule 7.

2. (a) Upon the decease of the tenant, for the time being the tenancy shall in every case devolve as an impartible holding, and upon a single person. That person shall be person indicated as the next in order of succession in these rules :

(b) Provided always that such successor to the tenancy shall be approved and accepted as such by the Collector :

(c) Provided further, that the Collector shall not refuse to approve and accept as a successor to the tenancy any person who under these rules is next in order of succession unless that person is, in the opinion of the Collector, unfit to succeed to the tenancy.

3. When under these rules the Collector refuses to accept as the successor the person indicated by these rules as next in order of succession, then the next person thereby entitled to succeed after the person so rejected, who is approved and accepted by the Collector, shall succeed.

4. When under these rules any person is entitled to succeed to any tenancy, the Collector may make the succession of such person conditional upon his undertaking to make suitable provision to his satisfaction for the proper maintenance, out of the tenancy, of the widow or widows (if any) and other members of the family (if any) of the last or any previous holder thereof; and may do all acts and things which may, from time to time, be necessary to enforce any undertaking given under this rule.

5. Upon the decease of the tenant, for the time being, the succession shall, if there be descendants him surviving pass, according to the rule of primogeniture, to—

- (a) if there be an only son or an only son of an only son such son or son's son, as the case may be, and so on until all descendants shall fail ;
- (b) if there be more sons than one, the eldest son, or, if the eldest son be dead his eldest son (if any), as the case may be, and so on until all the descendants of the eldest son shall fail ;
- (c) failing descendants of the eldest son the second son or if the second son be dead, his eldest son, as the case may be, and so on until all the descendants of the second shall fail :

Provided that the tenant may by registered deed nominate a younger son who shall then have a prior claim to the eldest son.

6. The succession of other sons (if any) of the last tenant and their descendants shall be governed by the same rules and shall follow the same order.

7. If the tenant for the time being has no legitimate male descendants in the male line, he may, subject to the approval of the Collector by a written deed filed during his lifetime in the office of the Collector, appoint any one of the following persons to be his heir, that is to say, his son-in-law, or his daughter's son, or one of the agnate members of his family. Such deed may be withdrawn at any time by the tenant, and shall in any case become inoperative if a son born to the tenant after the execution of the deed or a son or son's son of such son, shall survive the tenant.

8. If the last tenant shall leave no legitimate male descendants in the direct male line, or no heir appointed under rule 7 him surviving, the tenancy shall pass to his widow, or where there shall be more than one widow, to such widow, hereinafter called the senior widow, as was married to the said tenant first in order of time.

Where the tenancy has passed in accordance with the rule to the senior widow the collector shall have power to determine the amount of maintenance payable to each other widow of the last tenant and the time or times of payment of such maintenance, and such maintenance be paid by the senior widow to each other widow at the time or times so fixed, and in default the Collector shall have power to determine the tenancy of such senior widow.

On the demise or earlier determination of the state of the senior widow, the tenancy shall pass to the next senior widow subject to the like condition as to maintenance in favour of any other widow.

The widow for the time being holding the tenancy shall hold the same, and where the tenancy has passed to the senior widow or next senior widow, each other widow shall be entitled to the maintenance fixed in accordance with this rule for life or until remarriage or, in the case of flagrant immorality, till the Collector shall by order in writing determine her tenancy or direct the maintenance to be no longer payable. Provided that in the case of failure to carry out the conditions of the tenancy to the satisfaction of the Collector, the Collector may, at any time, for reasons to be recorded in writing, decide that such tenancy shall pass to the person next entitled to succeed on the condition that such person shall pay to the widow maintenance of such amount as the Collector may fix. Provided also that wherever the right of any widow to the tenancy or maintenance has once been determined, such widow shall have no right to maintenance from any subsequent holder of the tenancy.

9. If the last tenant shall leave no descendants him surviving or widow entitled to succeed under rule 8, or if the last tenant is a widow on the determination of her tenancy, the tenancy shall pass, according to the rule of primogeniture, to the descendants (if any) of his immediate predecessor in the tenancy, and failing such of the first predecessor in the tenancy of such predecessor, any of whose descendants may then be living, in the following order, namely :—

- (a) among the descendants of any tenant, the senior line and the senior person of that line shall always be preferred to any junior line or person ; and
- (b) on the failure of any line, the next senior line then represented (if any) shall be taken and similarly dealt with.

10. If the tenant shall die leaving no descendants him surviving, and there has been no predecessor in the tenancy, the nearest ancestor of the tenant in the male line, any of whose descendants may then be living shall be deemed to be immediate predecessor of the tenant for the purpose of rule 9.

11. Any order passed by a Collector under these rules shall be subject to appeal, review or revision as provided in Chapter II of the Punjab Land Revenue Act, XVII of 1897.

NOTE. . 35 grants of two rectangles each have been made to retrenched Agricultural Assistants, on the above conditions, in the Lower Chenab, Lower Bari Doab and Lower Jhelum Colonies.—*vide* Punjab Government letter No. 4656 C., dated the 3rd December, 1932. The Commissioner, Multan Division, is at liberty to make changes from one colony to another, for sufficient reasons.

(23) Peasants on Burala Extension.

Notification No. 2280-C., dated the 25th May 1932.—In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act 1912, the Governor

an Council is pleased to issue the following statement of the conditions on which the Government is willing to grant lands to certain persons of the peasant class on Burala Extension of the Lower Chenab Canal.

STATEMENT OF CONDITIONS UNDER THE COLONIZATION OF GOVERNMENT LANDS (PUNJAB) ACT, 1912, RELATING TO PEASANT GRANTS ON THE BURALA EXTENSION OF THE LOWER CHENAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the said Act" and in pursuance of the provisions of sub-section (2) of section 10 thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions--

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" means the date of the written order referred to in sub-sections (3) and (4) of section 10 of the said Act confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act;
- (d) "improvements" means improvements as defined in clause (19) of section 4 of the Punjab Tenancy Act, 1887.

3-A. The tenant shall sink and construct, if not already constructed, and maintain one working well in each original holding. This well shall be in working order within five years after commencement of his tenancy.

4. (1) Upon or after the expiration of five years from the date of the commencement of the tenancy, the tenant, having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a Sanad giving him a right of occupancy in the said lands: provided that the tenant shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained:

Provided also that the Collector may refuse to allow the acquisition of occupancy rights by all or any of the tenants of any estate if, for reasons to be recorded in writing, he finds that--

- (a) there have been in the estate gross or repeated encroachments on the charagah, unallotted village site, or public roads or thoroughfares;

(b) the condition of the estate is grossly insanitary ;

(c) there has been a persistent neglect of arboriculture in the village site.

Explanation.—The existence of a borrow-pit within the compound of a house, or of a heap of manure within a village site, or of a tank in a place other than a place indicated for the purpose of a tank by competent authority, shall be deemed to be proof that the estate concerned is in a grossly insanitary condition for the purpose of this clause.

(2) When a Collector has, under the provisions of clause (1) of this condition, refused to allow occupancy rights to be acquired, he may notwithstanding such refusal allow them to be acquired after the encroachment, insanitary state or neglect, as the case may be, has been removed.

(3) Occupancy rights will not in any case be granted until a well has been sunk in the holding in accordance with condition 3-A above.

5. When any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of a previous tenancy under this or any other statement of conditions issued under the Act, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under the conditions of his tenancy.

6. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coals, gold-washings, earth oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The Local Government excepts and reserves the right of the public to traverse a width of 3 *karams* along one side of the lines bounding 27.8 acre squares wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 *karams* otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare ; and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfares so provided.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the Collector, be required for the construction, repairs or maintenance of railways, roads, canals, distributaries, and water-courses or any works connected therewith.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, *malikana* or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rule for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants, of villages are under any track law or rules for the time being in force in the Punjab.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of this condition, it may resume the tenancy on any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

16. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or longer and the order or sentence is not set aside or the sentence not reduced to a term of less than one year on appeal or revision, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

17. The tenant shall pay such rent as the Punjab Government shall from time to time prescribe :—

- (1) The initial rent shall be two rupees twelve annas per matured acre per harvest with rates and cesses.
- (2) For the purpose of determining rates and cesses, the above rent shall be considered to consist of Re. 1-4-0 land revenue and Re. 1-8-0 *malikana*.

All payments mentioned in this class shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of rent, occupiers' rates and cesses in respect of the first two harvests gathered from the lands of the tenancy and half of such demands for the next two harvests :

Provided also that the Collector shall decide which is the first harvest gathered from the lands of each tenancy, and that his decision shall be final.

18. The tenant shall take up his residence permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a residential house to the satisfaction of the Collector on a site allotted by the Collector or with the permission of the Collector on his own land : provided that when the tenancy is held jointly by two or more persons, the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

19. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 4 of these conditions, the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. The Government shall pay to the tenant such compensation as it may consider reasonable for improvements by him in the resumed lands.

20. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

21. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him.

22. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof :

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that department.

23. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

24. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner and has not been selected by the military authorities as such, or
- (2) if he or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land,

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression "member of his family" means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record of rights as that of a share-holder joint with the tenant in any holding.

25. (1) Upon or after the expiration of five years from the conferment under condition 4 of a right of occupancy in the said lands during the continuance of the tenancy, the tenant shall, if he has during the continuance of the tenancy duly complied with and observed each and all of the conditions in this statement of conditions contained and has duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary right free of any payment on account of *malikana*, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, in the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the land granted to him as such tenant, as aforesaid, shall be as follows :—

Firstly.—That the tenant shall duly pay to the Government as purchase money a total amount which shall be fixed as shown in the statement below in accordance with the number of half-yearly instalments in which the amount is payable :—

For purchasers in	Number of half-yearly instalments.	Amount of each instalment.	Total amount payable.
	Rs.	Rs. A. P.	Rs.
One year	2	25 0 0	50
Two years	4	14 0 0	56
Five years	10	6 0 0	60
Ten years	20	3 4 0	65
Fifteen years	30	2 8 0	75
Twenty years	40	2 4 0	90
Twenty-five years	50	2 0 0	100
Thirty years	60	1 12 0	105
Forty years	80	1 8 0	120

Secondly.—That it shall be open to the tenant to select any number of instalments included in the above statement in which to pay the amount payable for the purchase of proprietary right :

Provided that the amount of the first instalment paid by him shall determine the number of instalments, and that he shall not be allowed to complete the purchase in a greater or less number of instalments without the special permission of the Collector.

Thirdly.—That with effect from the harvest in which the first instalment is paid the *malikana* otherwise payable on the tenancy shall be conditionally remitted, and so long as the tenant regularly and within due date continues to pay the instalment due no *malikana* shall be assessed on the land of the tenancy. If the tenant fails to pay any instalment by the due date, the Collector shall impose *malikana* at the rate which would have been payable if the tenant had not exercised his option of purchase and with effect from the harvest in which the default occurs, and no part of the *malikana* paid in that or in subsequent harvests shall be credited towards the total amount payable for the acquisition of proprietary right :

Provided that a tenant who has defaulted in the payment of any instalment may at any time apply to the Collector for permission to renew the purchase of proprietary right, and on the receipt of such application the Collector shall allow the tenant to renew the purchase, and the *malikana* otherwise payable on the land of the tenancy shall again be conditionally remitted from the harvest in which the tenant pays the instalment next following the date of the permission granted by the Collector. The instalment so paid and all instalments paid

before the default of the tenant shall be credited towards the total amount payable. If the tenant again defaults the same procedure shall be followed.

Fourthly.—That the Collector may fix a date not later than the 15th November for the *kharif* payment and not later than the 1st April for the *rabi* payment before which the tenant shall pay the instalment for the *kharif* and the *rabi* harvest, respectively. A tenant who does not pay his instalment before the date so fixed shall be deemed to have defaulted for that harvest.

Fifthly.—That the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in the manner hereinbefore provided.

Sixthly.—Provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

Seventhly.—Provided also that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the tenants' application for purchase, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(3) When any tenant has, under the provisions and in pursuance of the preceding clauses of this condition, purchased the proprietary right in any lands from the Government, and has duly paid the whole of the purchase money therefor to the Government, and has complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained with the exception of conditions Nos. 6, 7, 8, 9, 13, 15 and 23 by which and by the provisions of the Colonization of Government Lands (Punjab) Act, 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 17 and 25, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

NOTE.—Scheme for the grant of 800 acres of land in Burala extension to selected locals on the above conditions has been sanctioned by Government,—vide P. G. letter No. 2281-C, dated the 25th May, 1932.

(24) Peasants on Pir Mahal and Khikha extensions.

Notification No. 795-C., dated the 27th February 1938.—In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor in Council is pleased to issue the following statement of the conditions on which the Government is willing to grant lands to certain persons of the peasant class on the Lower Chenab Canal :—

STATEMENT OF CONDITIONS UNDER THE COLONIZATION OF THE GOVERNMENT LANDS (PUNJAB) ACT, 1912, RELATING TO PEASANT GRANTS ON THE PIR MAHAL AND KHIKHA EXTENSION OF THE LOWER CHENAB CANAL.

1. This statement of conditions is issued subject to the provisions of the Colonization of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the said Act" and in pursuance of the provisions of sub-section (2) of section 10 thereof.

2. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement.

3. In this statement of conditions—

- (a) "the lands" and "the said lands" shall, so far as each separate tenancy is concerned, be deemed to apply to and designate the lands included in that tenancy ;
- (b) "the date of the commencement of the tenancy" means the date of the written order referred to in sub-sections (3) and (4) of section 10 of the said Act confirming the allotment ;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act ;
- (d) "improvements" means improvements as defined in clause (19) of section 4 of the Punjab Tenancy Act, 1887.

4. (1) Upon or after the expiration of five years from the date of the commencement of the tenancy, the tenant, having duly paid all sums due to Government under the conditions hereinafter described and having duly observed all the stipulations herein contained and to be by him observed, shall be entitled at any time to receive from the Government a Sanad giving him a right of occupancy in the said lands : provided that the tenant shall hold and possess the said lands and every part thereof, subject for ever to all the provisions and stipulations herein contained :

Provided also that the Collector may refuse to allow the acquisition of occupancy rights by all or any of the tenants of any estate if for reasons to be recorded in writing he finds that —

- (a) there have been in the estate gross or repeated encroachments on the *charagah*, unallotted village site, or public roads or thoroughfares ;

- (b) the conditions of the estate is grossly insanitary ;
 (c) there has been a persistent neglect of arboriculture in the village site.

Explanation—The existence of a borrow pit within the compound of a house, or of a heap of manure within a village site, or of a tank in a place other than a place indicated for the purpose of a tank by competent authority shall be deemed to be proof that the estate concerned is in a grossly insanitary condition for the purpose of this clause.

(2) When a Collector has under the provisions of clause (1) of this condition refused to allow occupancy rights to be acquired, he may notwithstanding such refusal allow them to be acquired after the encroachment, insanitary state or neglect, as the case may be, has been removed.

5. When any person is granted a tenancy in accordance with these conditions in respect of land which has already been the subject of a previous tenancy under this or any other statement of conditions issued under the Act, such subsequent tenant shall not enjoy any new period of remissions in addition to that enjoyed by the original tenant under the conditions of this tenancy.

6. The Local Government does not grant to the tenant but hereby absolutely excepts and reserves to itself, out of and in respect of the said lands, all existing rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by the Government in respect of the said lands or any part thereof.

7. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries and for the full enjoyment of the ground and of each and all of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

8. The Local Government agrees to pay to the tenant reasonable compensation for any damage, at any time directly occasioned by the exercise by the Local Government of all or any of the rights reserved to itself in clause 6 and clause 7 other than existing rights of way and water and other easements.

9. The Local Government excepts and reserves the right of the public to traverse a width of 3 karams along one side of the lines bounding 25-acre rectangles wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of 3 karams otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare; and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfares so provided.

10. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the Collector to take possession of, and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the Collector, be required for the construction, repairs or maintenance of railways, roads, canals, distributaries and water-courses or any works connected therewith.

11. No compensation shall be claimable by the tenant or any other person in respect of such reservation or resumption as is referred to in clauses 9 and 10, but in respect of any area so reserved no occupiers' rates, land revenue, malikana or cesses shall be payable by the tenant.

12. The tenant shall be chargeable with the whole of the cost of the survey and demarcation of the said lands, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate, and also with the costs of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government, or by the Collector in the case of the repairs of roads and culverts, shall be recoverable in such manner and at such times as may be fixed by Government or by the Collector, respectively.

13. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the said lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

14. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

15. The tenant shall be bound to be and to remain at all times of loyal behaviour and to render active support to the Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of opinion that the tenant has committed a breach of the condition, it may resume this tenancy or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

16. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour, or is sentenced to a term of imprisonment of one year or longer, and the order or sentence is not set aside or the sentence not reduced to a term of less than one year on appeal or revision, he shall be deemed

to have committed a breach of the conditions of his tenancy and the Collector may order the resumption of the tenancy as provided in section 24 of the Act aforesaid.

17. The tenant shall pay such rent as the Punjab Government shall from time to time prescribe :—

(1) The initial rent shall be $\frac{\text{(Pir Mahal) three rupees per matured acre per harvest plus two rupees per acre allotted per annum}}{\text{(Khikha) two rupees eight annas per matured acre per harvest plus two rupees per acre allotted per annum}}$ with rates and cesses.

(2) For the purpose of determining rates and cesses, the rent per matured acre, viz., $\frac{\text{(Pir Mahal) Rs. 3}}{\text{(Khikha) Rs. 2-8-0}}$ shall be considered to represent land revenue.

All payments mentioned in this clause shall be made to such persons and at such times and places as the Collector shall from time to time appoint :

Provided that the Local Government shall remit the whole demand on account of land revenue, malikana, occupiers' rates and cesses in respect of the first two harvests gathered from the lands of the tenancy when cultivated by means of irrigation from the Lower Chenab Canal unless the said lands have been previously cultivated for two harvests by means of such irrigation :

Provided also that the Collector shall decide which is the first harvest gathered from the lands of any tenancy cultivated by means of irrigation from the Lower Chenab Canal, and that his decision shall be final.

18. The tenant shall take up his residence permanently in the estate in which the said lands are situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a residential house to the satisfaction of the Collector on a site allotted by the Collector or (with permission of the Collector) on his own land. Provided that when the tenancy is held jointly by two or more persons the Collector may, for sufficient reason, excuse any of such joint holders from personal residence in the estate.

19. In the case of a tenant who has not received a right of occupancy in his tenancy under clause 4 of these conditions, the Collector may, with or without the consent of the tenant, upon offering to the tenant, in exchange, an area in any colony as nearly as may be equal in value to the lands of the tenancy, resume the said lands. Any land so received in exchange by the tenant shall be deemed to be held on the same conditions and subject to the same obligations as the resumed lands. The Governments shall pay to the tenant such compensation as it may consider reasonable for improvements by him in the resumed lands.

20. If within three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate have been put into possession of the tenants.

21. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant, and may be sold by him.

22. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the products of land other than those specified in clause 6 hereof :

Provided that no water-course shall be made on a plan or in a position not approved by the Irrigation Department, and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department. -

23. The tenant shall not use the said lands or any part thereof in a manner which renders them unfit for the purposes for which he holds them, and shall bring one-third of the culturable area thereof under cultivation within three years from the date of commencement of the tenancy, and one-half thereof similarly reckoned within five years from the same date, and thereafter he shall keep the said lands under cultivation to the extent of one-half thereof.

24. The tenant is bound—

- (1) if he is in the service of Government or is a pensioner and has not been selected by the military authorities as such ; or
- (2) if he or any other member of his family to whose property he has succeeded in whole or part or will succeed if he survives him, has previously received from Government any grant of land ;

to disclose the fact by written acknowledgment to the officer who allots the tenancy to him and before the completion of the allotment.

In this clause the expression " member of his family " means any descendant of the paternal grandfather of the tenant or any descendant of any ancestor of the tenant in the male line whose name has been entered in any record of rights as that of a shareholder joint with the tenant in any holding.

25. (1) Upon or after the expiration of five years from the conferment under condition 4 of a right of occupancy in the said land during the continuance of the tenancy, the tenant shall, if he has during the continuance of the tenancy duly complied with and observed each and all of the conditions in this statement of conditions contained and has duly paid, in the manner in the said conditions provided, all sums due to the Government under the provisions of the said conditions and each and all of them, but subject always to the terms and conditions hereinafter in that behalf made and provided, be entitled to purchase from the Government the proprietary right in the said lands, and in the event of any such purchase being duly carried into effect and completed, the purchaser and his heirs and legal representatives shall hold and possess the said lands and every part thereof in proprietary rights free of any payment on account of malikana, but subject to the due and regular payment of the land revenue, rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

(2) The terms and conditions upon which the tenant may, in the circumstances specified in the preceding clause of this condition, purchase from the Government the proprietary right in the land granted to him as such tenant, as aforesaid, shall be as follows;—

Firstly.—That the tenant shall duly pay to the Government as purchase money a total amount which shall be fixed as shown in the statement below in accordance with the number of half-yearly instalments in which the amount is payable:—

For purchasers in	No. of half-yearly instalments.	Amount of each instalment.	Total amount payable.
	Rs.	Rs. A P.	Rs.
One year	2	50 0 0	100
Two years	4	28 0 0	112
Five years	10	12 0 0	120
Ten years	20	6 8 0	130
Fifteen years	30	5 0 0	150
Twenty years	40	4 8 0	180
Twenty-five years	50	4 0 0	200

Secondly.—That it shall be open to the tenant to select any number of instalments included in the above statement in which to pay the amount payable for the purchase of proprietary right:

Provided that the amount of the first instalment paid by him shall determine the number of instalments, and that he shall not be allowed to complete the purchase in a greater or less number of instalments without the special permission of the Collector.

Thirdly.—That with effect from the harvest in which the first instalment is paid the malikana otherwise payable on the tenancy shall be conditionally remitted, and so long as the tenant regularly and within due date continues to pay the instalment due no malikana shall be assessed on the land of the tenancy. If the tenant fails to pay any instalment by the due date, the Collector shall impose malikana at the rate which would have been payable if the tenant had not exercised his option of purchase and with effect from the harvest in which the default occurs, and no part of the malikana paid in that or in subsequent harvests shall be credited towards the total amount payable for the acquisition of proprietary right :

Provided that a tenant who has defaulted in the payment of any instalment may at any time apply to the Collector for permission to renew the purchase of proprietary right, and on the receipt of such application the Collector shall allow the tenant to renew the purchase, and the malikana otherwise payable on the land of the tenancy shall again be conditionally remitted from the harvest in which the tenant pays the instalment next following the date of the permission granted by the Collector. The instalment so paid and all instalments paid before the default of the tenant shall be credited towards the total amount payable. If the tenant again defaults the same procedure shall be followed.

Fourthly.—That the Collector may fix a date not later than the 15th November for the *kharif* payment and not later than the 1st April for the *rabi* payment before which the tenant shall pay the instalment for the *kharif* and the *rabi* harvest, respectively. A tenant who does not pay his instalment before the date so fixed shall be deemed to have defaulted for that harvest.

Fifthly.—That the tenant shall not acquire any proprietary or other right, not conferred upon him as a tenant by the conditions contained in this statement of conditions, and shall continue to be subject to the conditions of the tenancy, unless and until the whole amount of the said purchase money shall have been duly paid and discharged in the manner hereinbefore provided.

Sixthly.—Provided also that the Collector may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

Seventhly.—Provided also that proprietary rights may also be withheld from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the tenant's application for purchase, if there is reason to believe that such breach was wilfully caused by residents of the estate.

(8) When any tenant has, under the provisions and in pursuance of the preceding clauses of this condition, purchased the proprietary right in any lands from the Government, and has duly

paid the whole of the purchase money there for to the Government, and has complied with all the terms and conditions hereinbefore provided in that behalf, the Government shall execute, or cause to be executed, a valid conveyance granting, conveying and assuring the proprietary right so purchased to the purchaser, and the purchaser shall thereupon, in respect of the land so purchased, cease to be subject to the conditions herein contained with the exception of conditions Nos. 6, 7, 8, 9, 13, 15 and 23 by which and by the provisions of the Colonization of Government Lands (Punjab) Act, 1912, applicable to proprietors of land, he shall continue to be bound.

(4) A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

26. In the event of any dispute arising between the Government and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 17 and 25, be referred for the arbitration of the Commissioner of the Division, whose decision shall be final and conclusive between the Government and the tenant.

(25) Tenancies of village sites for certain purposes.

Notification No. 837-C., dated the 1st March 1933.—In pursuance of the provisions of sub-section (2) of section 10 of the Colonization of Government Lands (Punjab) Act, 1912, the Governor in Council is pleased to issue the following statement of the conditions on which Government is willing to grant land for the purposes detailed below in villages in the Canal Colonies of the Punjab :—

(Punjab Government notifications Nos. 2245-D. and 2163-D., dated June 24th, 1925, and May 21st, 1926, respectively, are hereby superseded.)

- (1) Sites occupied by proprietors, or by Crown tenants of agricultural land.
- (2) Sites occupied by *kamins* and tenants not holding direct from the State.
- (3) Sites occupied for religious or public purposes.
- (4) Sites occupied by shop-keepers, either as retail shops or for the erection of flour mills.

STATEMENT OF CONDITIONS.

Conditions issued under the Colonisation of Government Lands (Punjab) Act, 1912. Tenancies scheduled under section 4 of the Act.

1. This statement of conditions is issued subject to the provisions of the Colonisation of Government Lands (Punjab) Act, 1912, hereinafter referred to as "the Act aforesaid" and in accordance with Section 10 (2) thereof.

2. Tenancies granted in accordance with these conditions, unless in connection with a grant of agricultural land, shall be deemed to be scheduled tenancies within the meaning of section 4 of the said Act.

Selection of tenants.

3. No person shall be entitled as of right to become a tenant, that is to say, the Local Government hereby reserves to itself and retains absolute discretion in the selection of tenants for the lands referred to in this statement. (3) only—the tenancy shall be in the name of the community to which the site is allotted except in the cases of *taqias* and *dharamsalas*, which have been allotted to an individual or to a particular body or family on certain special conditions, in which case it shall be governed by those special conditions in addition to these general conditions.

Definitions.

4. In this statement of general conditions—

- (a) "the lands" and the "said lands," so far as each separate tenancy is concerned; shall be deemed to apply to and designate the lands included in that tenancy;
- (b) "the date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the Act aforesaid confirming the allotment;
- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.

Reservations by Government.

5. Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of and in respect of the said lands, all existing rights to and over all mines and minerals, coal, gold-washings, earth-oil and quarries in or under the said lands or any part thereof, together with all easements heretofore enjoyed by Government in respect of the said lands or any part thereof.

Powers of Government entry.

6. The tenant shall at all times permit any officer or officers of Government to enter into and upon the whole or any part of the lands, and to do all acts and things that may be necessary or expedient for the purpose or searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of each or all of the rights hereinbefore reserved to Government to and over all mines and minerals, coal, gold-washings, earth-oil, quarries and easement in or under the said lands and all parts thereof.

7. The Local Government agrees to pay to the tenant reasonable compensation for any damage at any time directly occasioned by the exercise by Government of all or any of the rights reserved to itself in clause 5 and clause 6 other than existing rights of way and water and other easements.

Compensation for damage occasioned by exercise of Government's powers.

8. The tenant shall render all such assistance in the prevention or discovery of crime as is incumbent on the owners and occupiers of land by any law or rules for the time being in force in the Punjab, and is and shall be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any track law or rules for the time being in force in the Punjab.

Responsibilities of tenant with regard to crime.

9. If the tenant is ordered, under section 118 of the Code of Criminal Procedure, to execute a bond to be of good behaviour or is sentenced to a term of imprisonment of one year or upwards, he shall be deemed to have committed a breach of the conditions of his tenancy, and the Collector may order the resumption of the tenancy, as provided in section 24 of the Act aforesaid.

Tenancy liable to resumption on conviction of tenant.

10. The tenant shall be bound to be and to remain at all times of loyal behaviour, and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the tenant shall be final, and if the Local Government is of the opinion that the tenant has committed a breach of this condition, it may resume the tenancy or any portion thereof, either, temporarily or permanently, and such resumption shall not affect any other penalty to which the tenant may be liable under these conditions or otherwise.

Obligation of loyalty.

11. (4) *only*.—If at any time during the period of a tenancy, a petition be made to the Collector by or on behalf of not less than three-fourths of the proprietors and *abadkars* of agricultural land in the village in which the tenancy is situated, that the tenant is unacceptable to them and should be ejected, the Collector shall enquire into such petition, and if he is satisfied that there are sufficient grounds for so doing, he may eject the tenant forthwith :

Ejectment.

Provided that in all such cases, compensation for buildings erected by the tenant shall be assessed by the Collector and shall be paid by the petitioners in such shares as the Collector may direct. In case of default, such sums shall be recoverable as arrears of land revenue.

12. (1) *and* (4) *only*.—The tenant shall pay in respect of the said land such rent as the Collector, with the previous approval of the Local Government, may fix at the date of commencement of the tenancy or at any subsequent re-assessment of the land revenue of the estate in which the said land is situated

Payment of rent.

(1) such rent shall be payable with the land
(4) such rent shall be payable in a lump

revenue or rent for the agricultural holding

sum to the lambardar of the said estate at the time of the payment of the kharif instal-

ment of the land revenue of the said estate and any arrears of such rent

may be collected as arrears of land revenue, provided that if the tenant

fails to pay the rent within two months of the date on which it falls due, he shall be liable to pay as penalty a year's rent in addition. Provided that such rent shall not be leviable from any tenant who is not entitled to acquire proprietary rights in his agricultural holding.

Residence of tenants.

13. (1), (2) and (4) only.—The tenant shall take possession of the lands within three months of the date on which the Collector directs that he be put in possession thereof, and he shall within 6 months of the same date build (1) and (2) only a house, (4) only a shop) to the satisfaction of the Collector on the said lands.

Construction of drinking wells.

14. If within the three years from the commencement of allotment of tenancies in the estate no suitable well for drinking purposes is constructed for the estate in which the said lands are situated, the Collector may have a well constructed by such agency as he deems fit, and in such case the tenant shall be bound to pay to Government as his contribution towards the cost thereof such share as the Collector may determine. The payment shall ordinarily be made in advance, but no payment, except for special reasons, shall be leviable until the expiry of three years from the date on which two-thirds of the allotable area of the estate has been put into the possession of tenants.

Trees and brushwood.

15. All trees and brushwood on the said lands shall be at the absolute disposal of the tenant and may be sold by him.

Use of sites by tenants for specified purpose.

16. (1)—(4).—The tenant shall not use, or allow to be used, the said land for any purpose inconsistent with that for which the said land has been granted, that is, for any purpose other than that of
(1) and (2) only—a residential house
(3) only—a mosque, dharamsala, or other religious or public building and he shall
(4) only—a retail shop or a flour-mill, as the case may be,
 at all times keep and maintain the said lands including the building, if any, in a proper state of repair and cleanliness to the satisfaction of the Collector.

Proprietary rights.

17. (1), (3) and (4).—The tenant shall, subject to the due observance of all the conditions hereinbefore mentioned, (1) only, and subject to the condition that he has duly acquired proprietary rights in his corresponding agricultural lands; be entitled
(1) only—to purchase at the rate at which proprietary rights have been purchased in his agricultural land, up to a limit to be fixed by the Collector with the previous approval of the Local Government and beyond that limit at a rate to be fixed by the Collector with the previous approval of the Local Government.
(3) only—to receive free of cost
(4) only—provided five years have elapsed from the date of allotment, to purchase
 from Government, proprietary rights in the said lands, and in the event of such purchase or grant being duly carried into effect and completed, the purchaser or grantee and his heirs and legal representatives shall hold and possess such lands, subject to the due and regular payment of land revenue and rates and cesses and all other charges leviable in respect thereof under any law for the time being in force in that behalf.

18. (1), (3) and (4).—When any tenant under the provisions and **Deed of conveyance.** in pursuance of the preceding clause shall have $\frac{(1) \text{ \& \ (4) \ purchased}}{(3) \text{ received}}$ the proprietary right in any lands from Government and (1) and (4) shall have duly paid the whole of the purchase money thereof to Government, and shall have complied with all the terms and conditions hereinbefore provided in that behalf, he shall execute or cause to be executed a valid deed of conveyance, in the form appended* hereto as schedule A, granting, conveying and assuring the proprietary right so purchased, to the purchaser. The deed shall be executed, stamped and registered at the cost of the purchaser. so received, to the grantee.

19. In the event of any dispute arising between the Government **Arbitration.** and the tenant during the currency of the tenancy as to the property and rights hereby reserved to Government, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter in any way relating thereto, or as to any of the conditions of tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall, except as provided in clauses 9 and 10, be referred for the arbitration of the Commissioner of the division, whose decision shall be final and conclusive between Government and the tenant.

(26) Mule-breeding Tenancies.

The following is a statement of the conditions on which the Punjab Government, hereinafter called the Local Government, has agreed to grant on behalf of the Government of India, the land described in the Schedule hereto attached in the _____ Colony to _____ hereinafter called the 'tenant' :—

MULE-BREEDING GRANT.

Statement of conditions on which the Local Government has agreed to grant land on mule-breeding conditions in the _____ for the purpose of mule-breeding.

1. This statement is issued subject to the provisions of the Colonisation of Government Lands (Punjab) Act, V of 1912, hereinafter referred to as "the said Act" and in accordance with section 10 (2) thereof.

2. In this statement—

- (a) "The lands" shall mean the lands included in the tenancy.
- (b) "The date of the commencement of the tenancy" shall mean the date of the written order referred to in section 10 (3) and (4) of the said Act.

*See page _____.

- (c) "Collector" and "Commissioner" shall have the meanings assigned to them in section 3 of the said Act.
- (d) "District Remount Officer" shall mean the officer or officers appointed to superintend mule-breeding operations.

3. The Local Government does not grant to the tenant, but hereby absolutely excepts and reserves to itself out of, and in respect of, the said lands (1) all grounds situated in the said lands or any part thereof already marked out, excavated or otherwise utilised for distributary channels, and (2) all rights to and over all mines and minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof together with all easements heretofore enjoyed by the the Government in respect of the said lands or any part thereof. And it likewise excepts and reserves the right of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of $1\frac{1}{2}$ kadams on either side of survey base lines and also any lines of road which, though not yet made, have been marked out on the ground.

4. The tenant shall at all times permit the officers of Government to enter and do all acts and things that may be necessary and expedient for the purpose of searching for, working, getting or carrying away any such mines and minerals, coals, gold-washings, earth-oil and quarries, and for the full enjoyment of the ground and of the rights hereinbefore reserved to the Government to and over all mines and minerals, coals, gold-washings, earth-oil, quarries and easements in or under the said lands and all parts thereof.

5. The tenant shall at all times, on receipt of a requisition in writing signed by the Collector, permit the said Collector to take possession of, and finally resume for the Local Government, so much of the said lands as may from time to time in the opinion of the said Collector be required for the construction, repairs or maintenance of railway, roads, water-courses or any work connected therewith.

6. The tenant shall pay at the time or times appointed by the Collector, the whole cost of the survey and demarcation of the said lands together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated.

7. The tenant shall duly comply with such directions as the Collector shall from time to time issue requiring him to construct boundary marks on the limits of the lands or any part thereof, and shall keep them when erected in good repair to the satisfaction of the Collector.

8. The tenant shall pay when due in respect of the lands or any part thereof to such persons and at such times and places as the Collector may from time to time appoint, land revenue, occupiers' rate, malikana and cesses in respect of the lands at the rates from time to time applicable under the orders of Government to ordinary colony tenancies in the same assessment circle and shall in the future pay all such dues as may be imposed by competent authority.

9. (a) All trees, brushwood, buildings, wells, wirefencing, etc., on the lands shall be at the absolute disposal of the tenant and may be disposed of by him as desired.

(b) In regard to standing crops and batai tenants on the lands such other cognate matters as may arise at the time of taking possession of the land by the tenant, the tenant shall be bound by a subsidiary agreement between the District Remount Officer and himself subject to the approval of the Director of Remounts, Army Headquarters.

10. The tenant may sink wells, make water-courses, plant trees and otherwise improve the land, and, subject to the due fulfilment by him of the conditions and liabilities set forth in this statement, shall be entitled to all the produce of land other than that specified in clause 3 of this statement.

Provided that no further water-course shall be made on a plain or in a position disapproved by the Irrigation Department and that every water-course in use shall be kept in proper repair by the tenant to the satisfaction of that Department.

Provided further, that in case of resumption of the tenancy by the Local Government no compensation shall be payable for improvements other than buildings and trees, which the tenant has proved to the satisfaction of the Local Government have been erected and planted by him after the assumption of possession of the land. The compensation for such buildings shall be assessed at the actual initial outlay or the then market value, whichever is less.

11. The tenant shall maintain one brood mare for every 50 acres of land allotted. Fractions of 50 acres shall be ignored. He shall, therefore, maintain a total of _____ mares.

Fifty per cent. of the total number of mares shall be brought on to the strength of the Stud after the expiry of one year from the date of assuming possession, *i.e.*, during the 13th month of the tenancy. The remainder shall be produced on the expiry of two years from the date of assuming possession, *i.e.*, during the 25th month of the tenancy. The full quota of _____ mares shall thus be provided by the beginning of the third year from the commencement of the tenancy.

All brood mares shall be imported from overseas and shall be of a class and type suitable for breeding pack artillery mules, such type being specified by the Director of Remounts. The mares shall be approved by an officer of the Government of India appointed by the Director of Remounts and shall be registered and branded by him.

In the case of replacements of brood mares in lieu of casualties amongst those originally provided, the Director of Remounts shall be permitted to notify to the tenant any alteration in specification or type which may appear desirable. The tenant shall accept such notification and provide further brood mares in conformity therewith.

The tenant shall regularly breed from the mares, utilising only the services of Government stallions. No charge will be made by the Government of India for such services, and the Government of India will

provide stallions sufficient in the opinion of the Director of Remounts to cover the aforesaid number of mares.

All brood mares and their progeny shall be entered in Stud register after approval and branding, which register shall be maintained by the tenant, and all alterations in that register shall be approved by the District Remount Officer.

12. The tenant shall be bound to sell the progeny to the Government of India at the prices and on the terms quoted below :—

(a) The mules produced at the Stud shall be purchased at 36 months of age, if up to pack artillery standard, at Rs. 400 per head.

(b) Only such mules as are up to pack artillery standard shall be purchased at the aforesaid rate : mules considered suitable for other military purposes shall be purchased on attaining four years of age, at the option of the tenant at current rates prevailing in the market for corresponding classes.

(c) The decision of the purchasing officer in these matters shall be final.

13. In case of any mare dying or becoming in the opinion of the District Remount Officer unfit to breed from the tenant shall produce another approved mare within twelve months of the casualty.

14. The tenant shall provide suitable stabling accommodation at a convenient site if it be found necessary for the Government of India permanently or temporarily to maintain stallions within the lands of the tenancy for serving his mares.

15. The District Remount Officer or other Officer deputed in this behalf by the Government of India or by the District Remount Officer shall have free access to the lands for the purpose of inspecting the stallions and the mares and their progeny.

16. The tenant shall be exempt from the payment of Nazrana.

17. Every colt shall be castrated before reaching the age of 18 months unless the District Remount Officer gives the tenant written permission to keep it entire.

18. (a) The tenancy shall be for a term of 20 years and on the expiry of that term, the tenant shall, subject to the proviso hereinafter contained, be entitled to a renewal of the tenancy for further periods of 10 years on the same conditions including the condition of renewal, (i) subject to such modifications as regards the number of brood mares to be maintained by the tenant, and the price at which he shall be found to sell the progeny to the Government of India, as the Government of India may consider to be reasonable at the time of expiry of the original term or of any renewal thereof, and (ii) provided that the tenant has carried out the conditions of the grant in all respects to the satisfaction of Government and that the Government on the expiry of the first term of 20 years, or of any renewal, desires the tenant to continue to breed pack artillery mules.

(b) Should the tenant die during the period of the tenancy or any extension thereof, the land shall revert to the Government of India and shall either be granted to his heirs provided they are considered by the Government of India to be fully capable of satisfactorily carrying out the conditions of the grant in all respects, or be transferred to another lessee, subject to such payments to the estate of the deceased for stock, buildings, etc., as may be decided by an authority nominated in that behalf by the Government of India.

(c) Should the tenant satisfy the Government of India that he is unable to continue in his tenancy owing to ill-health or other valid reason of which the Government of India shall be the sole judge, he shall be permitted with the previous approval of the Government of India to transfer the grant, with all the conditions attached thereto, to another tenant approved by the Government of India :

Provided that no such transfer shall be permitted, under any circumstances, until after the expiry of three years from the date of the commencement of the tenancy, and unless the tenant has carried out the conditions of the grant in all respects, to the satisfaction of the Local Government.

The terms of the transfer shall be settled between the parties concerned and the Government of India shall have no concern whatsoever with any transactions arising thereout.

(d) The tenant shall, in no case, have the option of either purchasing the lands, or exercising the right of being declared an " occupancy tenant. "

(e) In the event of any breach of the conditions, herein contained on the part of the tenant, the Local Government on behalf of the Government of India shall have the right to determine the tenancy and resume possession of the land.

(f) In the event of the resumption of the land by the Local Government no compensation shall be payable to the tenant other than for the buildings and trees which the tenant has proved to the satisfaction of the Local Government have been erected and planted by him after the commencement of the tenancy. The compensation for such buildings shall be assessed at the actual initial outlay or the then market value, whichever is less.

19. In the event of any dispute arising between the Government of India or the Local Government and the tenant as to the property and rights hereby reserved to either of the two Governments or as to any matter in any way relating thereto, or as to any of the conditions of the tenancy, or as to any matter or thing anywise connected therewith, the said dispute shall be referred for the opinion of the Financial Commissioner, Punjab, whose opinion shall be final and conclusive between either of the two Governments and the tenant.

Note.—Tenancies on these conditions have been granted to Mr. R. Branford, Lt.-Col. J. Bruce, Risaldar Rab Nawaz Khan and Lt. Muhammad Khan.

(27) Rules prescribing the condition on which tenants holding land in the Chenab Colony under statement of conditions issued under Act III of 1893, other than tenants holding on service conditions, may acquire proprietary rights in their holdings.

[*Punjab Government letters Nos. 186-Rev., dated 19th December, 1910 and 30 (Rev. & Agri.—Irrgn.), dated the 18th March 1912.*]

I. In the case of any tenant holding under a statement of conditions containing a provision for the acquisition of proprietary right such right may be acquired by fulfilment of the conditions prescribed in that behalf.

II. Tenants who hold under statements of conditions not entitling them to acquire proprietary right may acquire such right on the following conditions :—

- (1) The tenant must have already acquired occupancy rights.
- (2) Not less than 15 years must have elapsed since the date of the commencement of the tenancy. This condition may however be relaxed by the Local Government in favour of tenants who have established a permanent residence in the colony.
- (3) The tenant must have complied with all the conditions of the tenancy except in so far as such conditions may have been modified by law or competent executive authority. In particular he must have complied with the conditions (if any) relating to (a) residence and (b) cultivation.
- (4) The tenant must have paid in full the price fixed by Government for the rights to be so acquired.
- (5) The price to be paid to Government for proprietary rights shall be Rs. 12-8-0 per acre which may be paid in moieties in two successive harvests.
- (6) The Deputy Commissioner may refuse to allow the acquisition of proprietary rights to all or any of the tenants of any estate in which any of the following faults or defects are found to exist :—
 - (a) Gross or repeated encroachments on the Charagah, unallotted village site or public roads and thoroughfares.
 - (b) Grossly insanitary conditions, viz., borrow-pits within the compounds of houses ; the heaping of manure within the compounds instead of outside the village ; and making village tanks in places other than those indicated by competent authority.
 - (c) Persistent neglect of arboriculture in the village site.

But proprietary right may in such cases be acquired if otherwise allowable, when the defect for which it has been withheld has been remedied.

(7) The Deputy Commissioner may withhold proprietary rights from the tenants of any estate in which the state of crime is such as in his opinion to disentitle the villagers to the concession.

(8) Proprietary right may also be withhold from the tenants of any estate in which a breach of the canal or distributary has occurred within five years of the date of the application if there is reason to believe that such breach was wilfully caused by residents of the estate.

III. The areas of squares known as menials' squares will remain the property of Government and will be managed by the lambardars of the village community according to orders to be issued by Financial Commissioner.

IV. A tenant who has acquired proprietary right in his tenancy will also receive proprietary right in the land allotted to him in the village site on payment at the same rates as for the tenancy.

V. An appeal shall lie to the Commissioner from an order of a Deputy Commissioner under these rules refusing to grant proprietary rights. All proceedings under these rules shall be subject to the control of the Financial Commissioner and the Local Government.

VI. Where a tenant has fulfilled the conditions laid down in rules I and II (1), (2) and (3) in regard to the land originally allotted to him, and the Deputy Commissioner sees no reason to withhold permission to purchase under rule II (6), (7) and (8) the tenant may, in addition to acquiring proprietary rights on the land originally allotted to him in the village, also acquire proprietary right in regard to any small subsidiary grant subsequently allotted to him in the same village notwithstanding that rule II (1) and (2) may not have been complied with in the case of the subsequent grant. The price to be paid will be that laid down in rule II (5).

**SECTION 2.—FORMS OF DEED OF SALE, AUCTION
CONDITIONS, ETC.**

The forms reproduced in this section, together with the authority under which the various forms were sanctioned, are shown in the following table :—

Number of Forms.	Form.	Authority for sanctioned Form.	Page.
1	Deed of sale for lands sold at the first auction of lands on the Rakh Branch.	F. C.'s letter No. 2731, dated 14th April 1893.	153
2	Form of notice of sale, conditions of sale, agreement to purchase and deed of conveyance for lands sold at subsequent auctions.	P. G. letter No. 769, dated 8th November 1898; No. 570, dated 10th July 1899; No. 2, dated 8th January 1900.	156
3	Conditions of sale of sites for shops and dwelling houses at markets.	P. G. letter No. 270, dated 13th April 1896.	169
4	Deed of sale for factory sites ..	P. G. letter No. 127, dated 8th February 1901; F. C.'s letter No. 1481, dated 11th March 1901; P. G. letter No. 681, dated 10th November 1908.	170
5	Deed of conveyance of land sold for bungalow sites.	F. C.'s letter No. 4179, dated 8th July 1901; Corr. slip No. 5-C. M., dated 8th April 1908.	173
6	Deed of conveyance of sale of sites for bungalows for the use of Government District Board and Municipal servants.	P. G. letter No. 115, dated 8th February 1909.	180
7	Notice of auction and form of agreement regarding sale of sites for shops and houses in Lyallpur district.	F. C.'s letter No. 89-C., dated 7th January 1932.	184
8	Notice of auction and conditions of sale of Government Waste Land in Lyallpur district Pir Mahal extension.	P. G. letter No. 946-C (s), dated 22nd August, 1932.	186
9	Notice, form of lease deed, etc., of temporary cultivation in the new extensions of the Lower Chenab Colony.	P. G. letter No. 3141-C., dated 6th August 1932.	192
10	Form of notice, tender and deed, etc., of temporary cultivation leases in the Lower Chenab Colony outside new extensions.	P. G. letter No. 231-240-C., dated 17th January 1931.	199
11	Deed of Conveyance for agricultural land in which proprietary rights have been acquired by tenants to whom no promise was made in the conditions of allotment.	F. C.'s letter No. 503-5/C., dated 5th February 1931.	204
12	Deed of conveyance for agricultural land in which a free grant of proprietary rights has been made to the tenant in a Punjab Canal Colony.	F. C.'s letter No. 4570-C., dated 30th November 1932.	208

Number of Forms.	Form.	Authority for sanctioned Form.	Page.
13	Deed of conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in Colony villages.	P. G. Notification No. 837-C., dated 1st March 1933.	212
14	Form of notice for the sale of shop sites in Colony villages.	P. G. letter No. 837-C., dated 1st March 1933.	215

(1) Deed of Sale for Lands sold at first Auction of Lands on the Rakh Branch.

INDENTURE.

This INDENTURE made the _____ day of _____ one thousand eight hundred and ninety-two between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and _____ son of _____ resident of _____ (hereinafter called the grantee) of the other part. Witnesseth that in pursuance of a contract of sale entered into between the parties aforesaid and in consideration of the sum of rupees _____ which amount has before the date of these presents been paid by the grantee to the grantor and receipt whereof is hereby acknowledged) and of the promises hereinafter contained and by the grantee, his heirs, legal representatives or assigns to be observed and performed, the grantor doth hereby grant, convey and assure unto the grantee the lands described in the schedule hereunto annexed together with all trees, underwood and agricultural produce of the said lands save and except and reserved unto the grantor, his successors and assigns :--

- (1) All lands situate in any part of the land hereby granted which has already been marked out or excavated or otherwise utilized for channels for the distribution of water from Chenab Canal.
- (2) All mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said lands or any part thereof together with full right at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting out and carrying away any produce of the said mines or any minerals, coals,

gold-washings, earth-oil or quarries in or under the said land without leaving any vertical or lateral support for the surface or any building for the time being standing thereon (the grantor, his successor or assigns making reasonable compensation to the grantee, his heirs, legal representatives or assigns or to his or their lessees or tenants for all damage occasioned by the exercise of the rights hereby reserved) to hold the said lands unto him the said _____ his heirs, legal representatives and assigns for ever in full proprietary right but subject nevertheless to all existing rights of way subsisting thereon and to rights of way along lines of road which though not yet made have before this date been marked out upon the ground and to payment of the land revenue demand for the time being assessed thereon and of all canal dues and general taxes and local taxes, rates or cesses for the time being imposed thereon by competent authority in respect of the lands thereby conveyed or expressed or intended so to be or any part thereof: Provided that for a period of ten years from _____ and thereafter until altered by the Lieutenant-Governor of the Punjab for the time being or other competent authority the land revenue canal dues and cesses in respect of the said lands shall be as follows:—

- (a) Land revenue for each acre cultivated with a crop in any harvest, eight annas for such harvest.
- (b) Owner's rate for each acre irrigated from the Chenab Canal in any harvest, one rupee for such harvest.
- (c) Occupier's rate for each acre irrigated from the Chenab Canal, according to the scale determined by the Government of the Punjab from time to time by rules made under section 36 of the Northern India Canal and Drainage Act of 1873.
- (d) Cesses at the rate of four annas per rupee on land revenue and owner's rate :

Provided further that all the said land revenue, occupiers' rates and cesses shall be remitted by the grantor for one year from _____ and one-half the said land revenue, occupiers' rates and cesses shall be remitted for the next year thereafter and the whole of the owner's rate shall be remitted for the whole of the said period of ten years from _____

In case of any dispute arising between the grantor and the grantee or their respective representative as to land or lands, property and rights hereby reserved, or in any matter incidental or otherwise relating thereto, or as to any compensation as aforesaid, or as to any other matter or thing anywise arising out of this indenture, the decision in each case of the Lieutenant-Governor for the time being shall be final and conclusive.

And the grantee doth hereby for himself, his heirs, legal representatives and assigns agree with the grantor, his successors and assigns as follows :—

That he will duly pay the said land revenue demand, canal dues, taxes, rates and cesses when and as the same shall from time to time become due and payable.

And that he will erect permanent boundary marks on the limits of the lands hereby granted, and will at all times maintain the same in good and substantial repair to the satisfaction of the Collector of the district for the time being, and that he will make no water-courses on a plan or in a position disapproved by the Canal Officer, and that he will keep every water-course in use on the said land in proper repair.

And that it shall be lawful for the grantor, his successors or assigns and for any engineers, surveyors, agents, workmen or officers authorized by him or them in this behalf to enter at all times upon any part of the said land or lands, to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting and carrying away all mines, minerals, coals, gold washings, earth-oil and quarries in or under the said lands, he or they making compensation (as hereinbefore provided) to the grantee, his heirs, legal representatives or assigns or to his or their lessees or tenants for any damage occasioned thereby.

And that he will maintain such establishment for the purposes of police and conservancy in respect to the said land or lands as may be required by the law in force for the time being in that behalf.

IN WITNESS whereof the parties to these presents have hereunto set and subscribed their hands and seals on the date hereinafter mentioned respectively.

SIGNED, SEALED AND DELIVERED for and }
 on behalf of the Secretary of State for India }
 in Council by Chief } *Chief Secretary to the*
 Secretary to the Government of the Punjab } *Government of the*
 on the day of 189 . } *Punjab.*

SIGNED, SEALED AND DELIVERED by the }
 said on the day of }
 189 in the presence of . }

Witnesses. {

Schedule.

_____ acres more or less of Government waste land situate in
 tahsil _____ in the district of _____ and
 bounded as follows :—

Chief Secretary to Government, Punjab.

(2) Notice of Sale, Condition of Sale, Agreement to Purchase and Deed of Conveyance for Lands sold at subsequent auctions.

NOTICE.

WHEREAS the sanction of the Local Government has been received for the sale by auction or other disposal of the Government waste land described in the particulars hereunto annexed and marked Schedule I, notice is hereby given that a plan of the said waste land is open to inspection, free of charge, at the office of the Colonization Officer, Chenab Canal, at Lyallpur, and that the said land will be put up to sale by public auction, at the said office, on the _____ at 10 o'clock, in the forenoon, and will be sold upon the conditions hereunto annexed and marked Schedule II, unless the sale shall, in the meantime, have been stopped or postponed by order of superior authority, or in consequence of claims or objections made under Act XXIII of 1868, or for any other reason.

ISSUED this _____ the day of _____ at Lyallpur by the undersigned.

Colonization Officer.

Schedule I.

PARTICULARS OF THE LOTS TO BE SOLD.

1. The land to be sold is Government waste land, situate in tahsil _____ in the district of Jhang.
2. It comprises an area ofacres more or less, and is bounded as follows :—

No.	Name of Rakh.	Area in acres.	BOUNDED ON THE			
			North by.	South by.	East by.	West by.

(1) This land will be sold in lots numbered as shown in the plans in the office of the Colonization Officer, Chenab _____, Lyallpur, signed by the Colonization Officer, and dated the _____.

(2) Major distributaries from the Gugera Branch of the Chenab Canal have been extended to the above-mentioned lands, and a plan signed by the Executive Engineer is deposited and open to inspection, free of charge, in the office of the Colonization Officer, showing the extent to which the said lands are believed to be irrigable from the said major distributaries by flow or lift, as the case may be.

It is probable that the supply of water in the canal will be sufficient to irrigate one-half of the total of each lot every year in the proportion of one-fifth in the *kharif* and three-tenths in the *rabi* harvest, but the Government does not hold itself in any way responsible for supplying any water to any of the said lands, or for the correctness of the said plan, and no failure or error in these respects shall be a ground for avoiding the sale or claiming compensation.

(3) The trees and underwood, and all other products whatever of the above lands, will be included in the sale, save and except all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said land.

Schedule II.

CONDITIONS OF SALE.

I. The land will be sold subject to all rights of way or water and other easements, if any, subsisting thereon, and, further, subject to all other conditions or reservations which under the provisions of section 2 of Act XXIII of 1863 may be notified by the Colonization Officer at the time of sale.

*II. The land will be sold in full proprietary right, but subject—

- (a) to the exception and reservation to Government, its successors and assigns of all mines, minerals, coals, gold-washings, earth-oil and quarries in or under the said land, and full right at all times to enter upon any part of the said land and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting and carrying away any mines, minerals, coals, gold-washings, earth-oil or quarries in or under the said land without leaving any vertical or lateral support for the surface thereof, or any build-for the time being standing thereon (the Government, its successors and assigns making reasonable compensation to the grantee, his heirs, legal representatives and assigns, and his or their lessees or tenants, for all damage occasioned by the exercise of the rights hereby reserved) ;

*In the conditions of sale sanctioned for the fourth auction slight verbal alterations were made in clause II (a) and (b). These have not been shown as they are of no significance.

- (b) to the payment of the land revenue demand for the time being assessed thereon, and of all general taxes, local taxes, canal dues or cesses to which revenue-paying lands are liable ;
- (c) canal occupiers' rates will be charged in accordance with the rates in force on the Chaneab Canal, provided that no land revenue, canal dues, or cesses will be charged on the first two harvests after date of purchase, and one-half of such demands will be remitted for the third and fourth harvests after date of purchase ;
- (d) village roads, *i.e.*, roads 16½ feet in width, designed to provide communication between village sites, and *zamindari* roads, *i.e.*, roads 11 feet in width, designed to provide communication over and between purchased lots, are delineated on the plan, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Deputy Commissioner may, at his discretion, make any new road not exceeding 16½ feet in width, or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.
- (e) Water-courses are delineated upon the plan but the Canal office empowered in that behalf, may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action, except compensation for damage to standing crops.
- (f) Every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or *zamindari* road which the Deputy Commissioner may order to be built. It shall be in the discretion of the Deputy Commissioner to order the construction of such bridges approved by him, or to have them constructed, and to recover the costs from the persons interested. The Deputy Commissioner's decision as to the proportion of the costs of such bridges to be borne by each purchaser shall be final.
- (g) Village sites will be fixed at convenient intervals throughout the area to be sold by auction. For the purpose of residences for himself, his servants and tenants allotments of building land or these sites will be made to each purchaser in proportion to the area purchased by him. No rent or revenue will be charged on such land. But no shops shall be opened on land thus allotted, and no buildings shall be erected on the land purchased for agricultural purposes without the sanction of the Deputy Commissioner.

In case of any dispute arising between the purchaser and the Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any compensation payable under clause (a), the decision thereon in each case of the Financial Commissioner shall be considered final and binding on both parties. The sale is also subject to the limitation next following.

III. The purchaser shall not alienate any portion of the lot sold before he shall have received the deed of conveyance hereinafter mentioned.

IV. The land with the wood on it will be put up in lots of various sizes as shown on the plan in the office of the Colonization Officer, Chenab Canal, at Lyallpur, referred to in paragraph 2 of Schedule I.

The lots vary in size from one-fourth of a square to five squares. A square contains 27·7 acres. A reserve price will be fixed by Government, but will not be disclosed unless the highest bid in any case is lower than the reserve price. No bidder shall advance at each bidding less than Rs. 2 for each acre included in the lot for which he is bidding (for the purpose of this clause a part of an acre being deemed to be an acre); and the highest bidder above the reserve price shall be the purchaser. In case of dispute between two equal bidders the lot shall be put up again at the last preceding bidding.

Intending purchasers may make their tenders by written application enclosing 10 per cent. deposit on the amount of their bid to the Colonization Officer, Lyallpur, up to the evening of the The highest tender so made for any particular plot shall be deemed to be a bid of the amount tendered, and if no advance be made upon that at the auction, it shall be considered the highest bid. Intending purchasers will be permitted to inspect the lands to be offered for sale on application to the same officer at any time before the sale.

V. The purchaser shall immediately after the sale pay into the hands of the Colonization Officer, or whoever acts as auctioneer, the cost of survey and demarcation, and also of constructing the main and subsidiary water-courses required, which will be aligned and constructed by the officers of the Irrigation Department. The amount payable for the cost of survey and of demarcating and constructing the water-course will be about Re. 1-10-0 per acre. The purchaser shall at the same time pay a deposit in part payment of the purchase-money of not less than 10 per cent. of the purchase-money, and sign an agreement in the Form B hereto annexed upon stamped paper to be provided at his expense.

VI. In default of such payment, or in the event of refusal to sign such agreement, the lot may be again put up and re-sold. In the event of the foregoing conditions being fulfilled, the purchaser shall receive an attested copy of the said agreement upon stamp paper to be provided at his expense.

VII. Upon the expiration of one month from the date of sale, simple interest at the rate of Rs. 10 per cent. per annum shall be charged upon the balance of the purchase-money for the time being remaining unpaid until date of payment.

VIII. Within three months from the date of sale, the purchaser shall, without demand, pay a sum which, together with the amount paid at the date of sale, shall amount to the whole purchase-money, and shall also pay the interest, if any, due at the date of such payment.

The payment within the period specified of such amount, and of the interest due, if any, shall be deemed to be of the essence of the contract for sale, provided that on the written application of the purchaser the Colonization Officer may, at his discretion, allow payment to be made in instalments, which shall not extend over a period of more than two years from the date of the purchase.

IX. If the purchaser shall duly make payment within three months from the date of the sale of the whole amount, or of the first instalment, as the case may be, he will thereupon be placed in possession of the land sold by an officer appointed in that behalf by the Colonization Officer, and shall furnish to such officer a written acknowledgment of receipt of possession.

X. If the purchaser shall make default in such payment, the Colonization Officer may rescind the contract, and the deposit, together with any sums paid for cost of survey and demarcation of water-courses under section V, shall be forfeited to the Government.

*XI. If the purchaser shall make the payment as required in section VIII, he shall, subject to the proviso in section XII, within two months from the date of delivering to the Colonization Officer at his office the stamp paper requisite for a deed of conveyance of the land sold or the value of such paper, received from the Colonization

*In the conditions sanctioned for the fourth auction the following clauses were substituted for this clause, the remaining clauses XII, XIII and XIV being renumbered XIII, XIV and XV:—

XI. (1) Within two months of the date of the sale the purchaser shall deliver to the Colonization Officer a non-judicial impressed stamp (or the value thereof) of the value required by law for a conveyance in respect of the property sold.

(2) The Colonization Officer shall cause a conveyance to be drawn up on proper stamp in English in the Form B annexed to the waste land lease rules, with the addition of conditions II (a) to (g) of this notice, or to the same effect, and shall execute the same on behalf of the Government, and shall then tender the deed to the purchaser for execution by him and registration on his part.

(3) The purchaser shall thereupon without delay execute the deed of conveyance and cause the same to be registered, and if he shall fail to do either or both within a reasonable time, the Government shall have full power and authority forthwith to cancel the sale and to resume possession of the land.

XII. When any contract has been rescinded under conditions VI, X or XI (3) and the land is resold for a price lower than that of the bid of the original purchaser the original purchaser shall be liable to pay to Government the amount of the difference between his highest bid and the price for which the land has been resold.

Officer a deed of conveyance in English signed by him in the Form B annexed to the waste land lease rules with the addition of conditions II (d)—(g) given above, or to the same effect.

The delivery of such deed within the period specified shall not be deemed of the essence of the contract for sale, and the purchaser shall not in default of such delivery be entitled to rescind the contract.

XII. Provided that if the whole of the purchase-money shall not have been paid previous to the delivery to the purchaser by the Colonization Officer of the deed of conveyance above mentioned, the purchaser shall execute, when tendered, a mortgage deed to secure payment within five years of the unpaid balance with interest thereon ; such deed to be attached to the deed of conveyance in Form C annexed to the waste-land lease rules, or to the same effect. The (deed of conveyance and†) deed of mortgage shall (both*) be registered and (the latter†) stamped at the purchaser's expense, and *both the deed of conveyance and the deed of mortgage** shall remain in the possession of the Local Government until the whole of the purchase-money, with the interest due thereon, shall have been paid, when the conveyance shall be made over to the purchaser, or his heirs or assigns.

XIII. All payments to be made under these conditions on account of purchase-money or interest, or any other charges, shall be made at the office of the Colonization Officer at Lyallpur.

XIV. The land is believed, and shall be taken, to be correctly described as to quantity and otherwise ; and if any error, mis-statement, or omission in the foregoing particulars shall be discovered, the same shall not annul the sales, nor shall any compensation be allowed by the Government or by the purchaser in respect thereof.

NOTE.—It has been decided to add the following clause to all future conditions of sale by auction of Crown waste land in the canal colonies in the Punjab,—*vide* Senior Secretary to the Financial Commissioners' demi-official No. 1049-C., dated the 17th March 1933, to the address of the Commissioner, Multan division :—

Until the full amount of the purchase money with any interest due thereon has been paid and the other conditions set forth in this statement have been fulfilled, the purchaser, who has been placed in possession of the land by order of the Collector, shall be deemed to be a tenant of such land under section 15, Colonization of Government Lands (Punjab), Act, 1912.

Form B.

FORM OF AGREEMENT REFERRED TO IN NO. V OF THE FORE-GOING CONDITIONS.

I, _____, the son of _____, of _____, do hereby acknowledge that on the sale by auction this _____ day of _____ $\frac{1899}{1900}$ of the property described in the particulars annexed to the notice of sale issued by the Colonization Officer, Chenab

*The words in brackets were omitted from, and the words in italics inserted in the conditions sanctioned for the fourth auction.

Canal, Lyallpur, under date the _____, published at page _____ of the *Punjab Government Gazette*, I was the highest bidder for lot No. _____, and was declared the purchaser thereof, subject to the conditions of sale annexed to the said notice (*and to the further conditions and reservations notified by the Colonization Officer under the first of the said conditions), at the price of Rs. _____, and that I have paid the sum of Rs. _____ by way of deposit in part payment of the said purchase-money to the Colonization Officer, Chenab Canal; and I hereby agree to pay the remainder of the said purchase-money and complete the said purchase according to the aforesaid conditions.

Signature of purchaser.

I hereby ratify this sale, and acknowledge receipt of the said deposit of Rs. _____.

Colonization Officer.

DEED OF CONVEYANCE FOR THE SALE OF CROWN WASTE LANDS
 IN THE LOWER CHENAB COLONY.

(*Punjab Government letter No. 570, dated 10th July 1899.*)

CONVEYANCE of land made the _____ day of _____ in the year one thousand _____ hundred and _____ for the sale of land by the Secretary of State for India in Council to _____.

WHEREAS the Secretary of State for India in Council of the one part has agreed to grant and convey and _____, son of _____, resident of _____ in the _____ District of the Punjab, of the other part, has agreed to take and purchase, for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter in that behalf made and provided, certain land, the property of the said Secretary of State for India, in Council, and hereinafter more fully specified and described :

Now THEREFORE the said Secretary of State for India in Council and the said _____, son of _____ do hereby jointly and severally covenant and agree as follows, that is to say :—

Clause I.—For the purposes of this conveyance and of each and all of the terms, conditions and clauses thereof, the term VENDOR means the Secretary of State for India in Council, and includes his lawful successors and

*NOTE.—To be inserted when any such condition or reservations have been notified.

assigns ; and the term PURCHASER means—
 _____, son of _____ resi-
 dent of _____ in the _____
 District of the Punjab, and includes his lawful heirs,
 representatives and assigns and all persons deriving any
 title from or under him or them ; and the term LAND
 means the land hereby granted and conveyed and herein
 after, in the clause next following, specified and de-
 scribed.

Clause II.—Subject to the terms and conditions in the follow-
 ing clause made and provided, and for and in considera-
 tion of the sum of rupees _____

(Rs. _____)* _____

the Vendor hereby grants, conveys and assures unto the
 Purchaser the plot of waste land bearing lot numbers—
 _____in the Records of Mauza No. _____ of the
 Gugera Branch of the Chenab Canal in the Jhang District
 of the Punjab, having an area of _____Acres _____
 _____Roods _____or thereabouts ; being
 part of the land sold in pursuance of the notice issued by
 the Colonization Officer, Chenab Canal, Lyallpur, on the
 twenty-third day of January 1900 and specified in the first
 schedule attached to the said notice and more particularly
 described and delineated in the plans filed in the office
 of the Colonization Officer, Chenab Canal, Lyallpur,
 signed by the Colonization Officer, and dated the _____
 _____of _____1900.

Clause III.—The land is believed and shall be taken to be
 correctly entered and described, as to quantity and
 otherwise, herein, and no error, mis-statement or omis-
 sion in the particulars thereof so entered and described
 shall entitle the Purchaser to annul the sale or to claim
 or recover compensation from the Vendor in respect
 thereof.

*NOTE.—Here insert the words :—
 “paid by the Purchaser to the Vendor”
 or the words :—
 “of which Rs. _____ have been paid by the Purchaser to the Vendor and
 the payment of the balance assured and secured to the Vendor by a separate
 deed of mortgage.”
 as the case may be.

Clause IV.—The land is sold in full proprietary right, but subject to the exception and reservation to the Vendor of all mines, minerals, coals, earth-oils, gold-washing and quarries in or under the land and full right at all times to enter upon the whole or any part of the land and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, obtaining and properly enjoying the same, subject to the payment to the Purchaser by the Vendor of reasonable compensation for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

Clause V.—The Purchaser shall regularly and duly pay—

- (a) the land-revenue demand from time to time assessed upon the land and all general taxes, local taxes, cesses, rates and other demands at any time payable in respect thereof under any law for the time being in force ;
- (b) the canal owner's and occupier's rates, leviable according to the rates for the time being in force on the Chenab Canal ;

and any arrears of any such revenue, tax, cess, rate or other demand shall be deemed to be and be a first charge upon the land and upon every part thereof, and shall be recoverable therefrom and from the Purchaser in the same manner as arrears of land-revenue may be recovered under any law for the time being in force in that behalf :

Provided that no land-revenue, cesses or occupiers' rates shall be chargeable to the Purchaser in respect of the two first harvests following after the date of the sale of the land to him, and that one-half of such land-revenue, cesses and occupiers' rates shall be remitted in respect of the third and fourth harvests after such date :

Provided also that no owners' rate shall be chargeable to the Purchaser in respect of any canal irrigation supplied to the land during the ten years following the

Clause VI.—The Vendor does not convey and hereby excepts and reserves—

- (a) the village roads (that is, roads which are sixteen-and-a-half feet in width and are designed to provide communication between villages) ;

(b) the *semindari* roads (that is, roads which are eleven feet in width and are designed to provide communication over and between purchased lots); which are delineated in all or any of the plans referred to in clause II of this conveyance, so far as the area of any such road may be included in the area of the land hereby sold. The Purchaser shall not in any way interfere with or encroach upon any such road, nor shall he cultivate any portion of the area hereby reserved for any such road as aforesaid. The Vendor may at any time at his sole discretion make, or cause to be made, any other road or roads not exceeding sixteen-and-a-half feet in width upon and over the land, and may alter the direction of any existing road or roads delineated in the said plans or any of them and the Purchaser shall not be entitled to demand or receive from the Vendor any price, payment or compensation of any kind whatsoever by reason of anything at any time done by the Vendor in pursuance of any of the provisions of this clause :

Provided that if in making any road not already delineated in the said plans or any of them, or altering the direction of any road which is so delineated, any injury is done to any standing crops on the land, reasonable compensation for such injury will be paid to the Purchaser.

Clause VII.—The Vendor does not convey and hereby excepts and reserves the water-courses which are delineated in the plans referred to in clause II of this conveyance, so far as the area of any such water-course may be included in the area of land hereby sold. The Purchaser shall not in any way interfere with or encroach upon any such water-course or cultivate any portion of the area hereby reserved for such water-course as aforesaid. The Vendor may at any time, at his sole discretion, construct or cause to be constructed any new water-course upon and over the land, and may alter the direction of any existing water-course or water-courses delineated in the said plans, and the Purchaser shall not be entitled to demand or receive from the Vendor any price, payment or compensation of any kind whatsoever by reason of anything at any time done by the Vendor in pursuance of the provisions of this clause :

Provided that if in constructing a water-course not already delineated in the said plans or any of them, or altering the course of any water-course which is so delineated,

any injury is done to standing crops on the land, reasonable compensation for such injury will be paid to the Purchaser.

Clause VIII.—It shall be lawful for the Vendor at any time (and from time to time and at his sole discretion), to construct or cause to be constructed, or to direct the construction by the Purchaser, of such culverts, bridges and other works as may be necessary to carry any water-course across, under or over any district, village or *zamindari* road passing through or adjoining the land hereby granted, and, in the event of any such culvert, bridge or other work not being constructed by the Purchaser at his own cost, to recover the whole or an equitable proportion of the cost of constructing the same from the Purchaser.

The decision of the Vendor as to the necessity for any such culvert, bridge or other work, and of the amount of the cost thereof, or of the proportion of such cost to be borne by the Purchaser, shall be final and binding upon the Purchaser.

Clause IX.—(1) The Purchaser shall not erect or cause or permit to be erected on the land any building or other structure without the permission in writing (to be previously obtained) of the Vendor.

(2) The Vendor will, at his sole discretion, allot to the Purchaser, in proportion to the land hereby granted, building land on such village habitation site or sites as to the Vendor may seem fit for the purpose of providing places of residence for the Purchaser, his servants and tenants.

(3) The selection of village sites and the allotment of building lands to the Purchaser shall rest absolutely with the Vendor.

(4) The Purchaser shall not open any shop on building land so allotted, nor cause or permit any other person to open any such shop, without the permission in writing (to be previously obtained) of the Vendor.

Clause X.—The Vendor may at all times enter in and upon the whole or any part of the land for all purposes connected with the construction, maintenance and repair of new as well as of existing roads, thoroughfares, water-courses and drainage channels or any of them, and the Purchaser shall not be entitled to demand or receive from the Vendor any price, payment or compensation of any kind whatsoever by reason of any entry at any time made or of any acts or thing at any time done in pursuance of the powers hereby conferred on the Vendor.

Clause XI.—The Purchaser will not do any act or thing inconsistent with or injurious to any of the rights herein excepted and reserved to the Vendor, and will not in any way interfere with the lawful use by the public or any person entitled to such use of any road or the lawful exercise of any easement or right at any time existing within or over the land or any part thereof by virtue of any rights by this conveyance reserved to the Vendor.

Clause XII.—The Purchaser will erect permanent boundary marks on the limits of the land, and will at all times maintain the same in good and substantial repair. In the event of any breach of this condition, the Vendor shall have full power to enter upon the land and to erect such boundary marks, or to repair any existing boundary marks, and to retain possession of the whole or any part of the land and all buildings thereon subsisting until the expenses incurred by the Vendor in such erection or repair, or in any way connected therewith, shall have been fully paid and satisfied.

Clause XIII.—The Purchaser will maintain such establishment for the purposes of Police and Conservancy in respect of the land as may be required by the general rules for the time being in force in that behalf. In the event of any breach of this condition, the Vendor shall have full power and authority to provide such establishment and to recover the cost thereof by entering into and upon the whole or any part of the land and all buildings thereon subsisting, and retaining possession thereof until the costs incurred by the Vendor shall have been fully paid and satisfied.

Clause XIV.—The Vendor shall have full right, power and authority at all time to do all acts and things which may be necessary for the purpose of enforcing compliance with all or any of the rights reserved to or conferred on the Vendor by all or any of the provisions of this conveyance, and to recover from the Purchaser, as a first charge upon the land, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

Clause XV.—All acts and things which may be done and all rights and powers which may be exercised by the Vendor in pursuance of any provision of this conveyance may lawfully be so done and exercised from time to time for and on his behalf by the Deputy Commissioner for the time being of the district within the limits of which the land is for the time being situate.

Clause XVI.—In the event of any dispute at any time arising between the Vendor and the Purchaser as to the true intent and meaning of this conveyance and of each and every provision thereof or the property and rights hereby reserved, or any of them, or in any manner incidental or in any way relating thereto, or as to any compensation at any time claimed by the Purchaser, or as to the cost of any work or thing at any time done by the Vendor under any provision of this conveyance, the decision thereon, in each case, of the Financial Commissioner of the Punjab for the time being shall be final and conclusive between the parties.

Clause XVII.— If and so long as the Purchaser shall fully perform and comply with and shall continue to so perform and comply with each and of all the terms and conditions in this conveyance made and provided, but not otherwise, this conveyance shall have and remain in full force and effect, and the Vendor will secure the Purchaser in full and peaceful enjoyment of the rights and privileges herein and hereby to him granted, conveyed and assured.

IN WITNESS whereof the parties hereto have respectively subscribed their names at the places and on the dates hereinafter in each case specified.

SIGNED by _____

 for and on behalf of the Secretary of State for India in Council and acting under the authority and order of the Governor of the Punjab

 at _____
 this _____ day of _____

(Sd.) _____
Official designation _____
for Vendor.

SIGNED by the said _____

 at _____ this _____ day
 of _____ in the presence of _____

1. *Witness*—
 Name _____
 Residence _____
2. *Witness*—
 Name _____
 Residence _____

(Sd.) _____
Purchaser.

(3) Conditions for sale of sites for shops and dwelling houses at markets.

I have heard the conditions for auction or purchase, and I hereby accept the conditions laid down on the following points :—

1. I shall pay in advance one-fifth of the auction or purchase money at once and the balance within fifteen days. If I fail to pay the advance money or balance within the prescribed time, the Government shall have power to resell the shop of residence, and if any deficit in such resale occur, the Government shall have authority to recover it from my moveable and immoveable property.

2. I shall commence building within one month from the date of auction and shall complete it within six months. I shall in every case complete at least the shop-site and the four walls of the house behind within the prescribed time, otherwise the Government shall have authority to cancel the auction on account of non-completion of building without payment of compensation from the amount realized.

3. I shall pay the land-revenue demand assessed by the Government for the time being.

4. I shall never construct a shop on a site meant for a dwelling house without the sanction of the Deputy Commissioner, nor construct any factory on the site purchased for the shop or dwelling-house.

5. The building shall be erected in case of a shop on a plinth of 2 feet above the surface of ground and in the case of a dwelling-house one foot. The roof shall be erected at least 14 feet above the plinth.

6. The arch of the verandah shall be constructed according to the plan approved by the Colonization Officer with *pacca* bricks and lime.

7. The front of the shop shall face only the *bazar*, and it is not allowed to build a door opening on to the street.

8. The doors of shops in the market shall be made facing only the *chawk* of the market, and it is prohibited to make them facing otherwise, and the back wall of the market shall be *pacca*.

9. The shop-keepers or house-holders shall have no authority to dig a pit in the land for getting earth for the construction of the building.

10. The Purchaser who will first construct a joint wall shall lay its foundation half on the land owned by him and half on the land owned by the other purchaser, and as far as possible the people may decide themselves as to the cost of joint walls. But if a purchaser commences construction in the absence of the other partner, he can do so, and the absentee will have to pay half the cost to him when he appears, and until he do pay, he will not be allowed to lay his foundations. It is expected that the people will decide themselves such matters.

Dated

Signature of Purchaser.

(4) Deed of Sale for Factory Sites.

INDENTURE.

This INDENTURE made the day of one thousand nine hundred and BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the vendor), of the one part, and , son of , caste , resident of (hereinafter called the vendee), of the other part: Whereas the said vendor hath agreed with the said vendee for the absolute sale to him of the land intended to be hereby granted free from encumbrances at the price of rupees as a site for a cotton ginning mill: Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of rupees to the said vendor paid by the said vendee on or before the execution of these presents (the receipt whereof the said vendor doth hereby acknowledge and from the same doth hereby release the said vendee, his heirs and legal representative) the said vendor doth hereby grant, convey and assure unto the said vendee, his heirs and legal representatives all that piece or parcel of land described in the schedule hereto annexed and delineated and coloured pink in the map or plan hereunto attached, save and except, and the vendor doth hereby reserve unto himself, his successors and assigns all mines, minerals, coals, gold-washings and earth-oils in or under the said piece or parcel of land or any part thereof together with full right at all times to enter upon any part of the said piece or parcel of land and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting out and carrying away any produce of the said mines or any minerals, coals, gold-washings and earth-oils in or under the said land, and that without leaving any vertical or lateral support for the surface or any building for the time being standing thereon (the grantor, his successors or assigns making reasonable compensation to the grantee, his heirs and legal representatives for all damage caused by the exercise of the rights hereby reserved): *And* subject to all existing rights of way subsisting thereon and to rights of way along lines of road which, though not yet made, have before the date of the said presents been marked out upon the ground: To have and to hold the said piece or parcel of land unto and to the use of this vendee, his heirs, legal representatives and assigns subject to the restrictive and other stipulations hereinafter set forth, so far as the same relate to or affect the said piece or parcel of land hereinbefore granted and conveyed and assured or expressed, and intended so to be unto and to the use of the said vendee, his heirs and legal representatives for ever: *And* the vendor doth hereby for himself, his heirs and legal representatives covenant and agree with the vendor, his successors and assigns that he and they will pay the land-revenue demand for the time being assessed on the said land and all general and local taxes, rates or cesses for the time being imposed thereon by competent authority: *Provided* that for the terms of the current and of the next general assessment of

the district in which the said piece or parcel is situate or to which it may be transferred or for a period of thirty years, whichever is the lesser, the land-revenue shall be fixed at the rate of rupees * per acre per annum : *And also* that should the said piece or parcel of land be hereafter included within the limits of a municipality, he shall be liable to pay such municipal taxes as may be legally imposed : *And* that he will erect permanent boundary marks on the limits of the said piece or parcel of land hereby granted, conveyed and assured and will at all times maintain the same in good and substantial repair to the satisfaction of the Collector of the district for the time being : *And further* that he will maintain such establishment for the purposes of police and conservancy in respect of the said land as may be required by the law in force for the time being in that behalf : *And* the said vendee for himself, his heirs, legal representatives and assigns doth hereby specially covenant and agree with the vendor, his successors and assigns that he the said vendee, his heirs, legal representatives and assigns and any person or persons claiming or holding the said piece or parcel of land hereby granted and conveyed from, under, through or in trust for him or them will not at any time use the same or any part thereof for any purpose other than, or inconsistent with that for which it is hereby expressly granted and conveyed, that is to say, for the purpose of erecting thereon a ginning mill and appurtenances thereto : *And* will not at any time erect or suffer to be erected on the said piece or parcel of land or any part thereof any building except the said ginning mill and its appurtenances without the previous license in writing of the Collector for the time being of the district in which such piece or parcel of land is situate : *And* will not sell or export from the said piece or parcel of land any sort or description of grain unless the same shall have been purchased in the local grain market now established or shortly to be established at Lyallpur : *Provided* always, and it is hereby declared, that these presents are upon this express condition that in case at any time there shall be a breach of any of the covenants hereinbefore contained on the part of the said vendee in relation to the said piece or parcel of land or the said ginning mill and its appurtenances, then if, and whenever the same shall happen it shall be lawful for the vendor, his successors and assigns, without prejudice to any other right or remedy to which he or they may be legally or equitably entitled, into and upon the said piece or parcel of land or any part thereof, in the name of the whole to enter with liberty and on each occasion of his or theirs so entering to do any act which may be requisite specifically to perform the said covenants and stipulations or to enforce the said restrictions or any of them : *And* to continue in possession of the said premises until the said vendee, his heirs or assigns shall have reimbursed to the said vendor, his successors and assigns all the reasonable costs and expenses which he or they shall necessarily or properly incur in or about the doing of any such act as aforesaid.

*Here for deeds executed prior to the 8th February 1901 insert Rs. 3; for deeds executed subsequent to that date, insert Rs. 20.

*[And the said vendee for himself, his heirs, legal representatives and assigns doth hereby *further specially* covenant and agree with the vendor, his successors and assigns, that he, the said vendee, his heirs, legal representatives and assigns will, within a period of six calendar months from the date of the execution of these presents, commence the erection of a.....and all appurtenances thereto and will complete the erection of the same within a period of eighteen calendar months from the date of the execution of these presents. AND that in the event of a failure in the commencement of such erection within the said period of six calendar months, or in the completion of such erection within the said period of eighteen calendar months, then and in either of such cases the vendor, his successors and assigns shall be entitled forthwith and without notice to enter upon and resume possession of the said piece or parcel of land hereby granted and conveyed together with all buildings, walls and other things that may, at the time of such entry and resumption of possession be and exist thereon, without being liable to the payment of any sum or sums of money whatsoever whether by way of a refund of the purchase money paid hereunder or any part or parts thereof, or on account of any expenses incurred by the vendee, his heirs, legal representatives and assigns, or by way of compensation or damages whatsoever, it being hereby specially agreed by the said vendee for himself, his heirs, legal representatives and assigns that a failure of the said covenant shall entail a forfeiture of all claims for refund of purchase monies, expenses and damages.

IN WITNESS whereof the parties to these presents have hereunto set and subscribed their hands and seals on the dates hereinafter mentioned respectively.

Signed, sealed and delivered for } and on behalf of the Secretary of } State for India in Council by } Chief Secretary to the Government } of the Punjab, acting in the pre- } mises by order of His Honour the } Lieutenant-Governor of the Punjab } this day } of 19 . }	Chief Secretary to Government, Punjab.
--	---

Signed, sealed and delivered by the said
 on the day of 19
 in the presence of --

Witnesses {
 1.
 2.

*The additional clause was prescribed in P. G. letter No. 681, dated 10th November 1908, in the case of factory sites sold after that date.

(5) Deed of Conveyance of land sold for Bungalows Sites.

GRANT OR CONVEYANCE OF CROWN LANDS.

(With conditions.)

CONVEYANCE of land made the _____ day of _____ in the year one thousand _____ hundred and _____ for the sale of land by the Secretary of State for India in Council to _____, son of _____, resident of _____, in the _____ district in the Punjab, upon certain terms and conditions.

WHEREAS the Secretary of State for India in Council of the one part, has agreed to grant and convey, and _____, son of _____, resident of _____, in the _____ district of the Punjab, of the other part, has agreed to take and purchase, for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter in that behalf made and provided, certain land, the property of the said Secretary of State for India in Council, and hereinafter more fully specified and described :

NOW THEREFORE the said Secretary of State for India in Council and the said _____, son of _____ do hereby jointly and severally covenant and agree in the manner following, that is to say :—

Clause I.—For the purposes of this conveyance and of each and all of the terms, conditions and clauses hereof the term GRANTOR means the Secretary of State for India in Council, and, unless a different intention appears from the subject or context, includes his successors.

NOTE I.—The object of this draft is to enable officers concerned to decide what conditions they wish to import into any conveyance they desire to have drawn by the law advisers of Government.

Clauses not thought necessary can be scored out, and any new clauses required can be added. All the usual clauses are here put together for convenience of reference (see Acts XXIII of 1863 and XV of 1895).

NOTE II.—In the case of attesting witnesses to the grantees' signature, sufficient particulars should be given to enable them, to be easily traced and identified. The signature of the proper officer of Government (*vide* Government of India Notification 3-Judicial

No. _____, dated 28th March 1893,) need not be attested by witnesses (section 485-501, 57 of the Indian Evidence Act).

NOTE III.—The stamp duty is to be borne by the grantee (section 29.C and Schedule I, No. 21 of the Indian Stamp Act). Only grants made *otherwise than for pecuniary consideration* are exempted by Government of India Notification No. 5199-S. R., dated 1st November 1895, Article 8 (*h*).

*NOTE IV.—Registration is not necessary (section 17 (*j*) of the Indian Registration Act) though desirable as ensuring a convenient Record.

*This note IV was cancelled in 1909.

and assigns, and the proper Officers and Agents there-
to; the term GRANTEE means _____,
son of _____, resident of

district of the Punjab, and, unless a different intention
appears from the subject or context, includes his lawful
heirs, representatives and assigns and persons deriving
any title from or under him or them; and the term
LAND means the land hereby granted and conveyed
and hereinafter, and in the schedule and plan hereto
annexed, set forth, specified, described and delineated.

Clause II.—Subject to the terms and conditions in the following
clauses made and provided, and for and in considera-
tion of the sum of Rupees _____
(Rs.— _____) to the grantor paid by the
grantee before the execution of this conveyance (the
receipt whereof the Grantor doth hereby acknowledge)
the Grantor agrees to, and does hereby, grant, convey
and assure unto the grantee the plot of land bearing
Khasra numbers _____ in the Settle-
ment records of the “ Qasba ”
_____ of _____
“ Mauza ”
_____ in
the “ tahsil ” of _____ in
the _____ district of the Punjab, having an area
of _____ acres _____ roods _____
or thereabouts, situate in the “ Raqba ” or estate of
_____, bounded on the north, south, east and
west as shown and delineated in the map or plan marked
A, and more particularly described in the schedule
marked B* (of even date and signed by each of the
parties) annexed hereto, to have and to hold as proprietor
thereof absolutely and in perpetuity.

Clause III.—The land is believed and shall be taken to be
correctly entered and described, as to quantity and
otherwise, herein and in the plan A and schedule B
hereto annexed, and no error, mis-statement or omis-
sion in the particulars thereof so entered and described
shall entitle the Grantee to annul the sale or to claim
or recover compensation from the Grantor in respect
thereof.

Clause IV.—The Grantee will regularly and duly pay the land-
revenue demand from time to time assessed upon the
land and all general and local taxes, cesses, rates, charges
on account of the supply of water and other demands
payable in respect of the land and any buildings built or

*Schedule B should contain the particulars usually shown in the Patwaris Fard.
Plan A should give an accurate map of the plot and adjoining plots together with roads,
wells, streams, water-courses, drains, etc., existing on the land sold.

erected or hereafter to be built or erected thereupon under any law for the time being in force; and in the event of the land being hereafter included within the limits of any Municipality or local authority constituted according to law, such further Municipal or other rates and taxes as may be lawfully imposed in respect thereof or of any buildings at any time existing thereupon; and any arrears thereof may be recovered in the same manner as arrears of land-revenue may be recovered under any law for the time being in force in that behalf:

PROVIDED that for the terms of— ——years running from the date of this conveyance the land-revenue assessed shall be at the fixed annual rate of Rs.———per acre on the whole area conveyed by this conveyance.

Clause V.—The land is sold subject to the exception and reservation of all—

- (1) public or private rights of way or water and other easement (if any) subsisting thereon;
- (2) rights of way along and over any line or lines of road which, before the date of this conveyance, has or have been projected, aligned and marked out upon the land or any part thereof, though not already actually constructed or made.

Clause VI.—The land is sold in full proprietary right, but subject to the exception and reservation to the Grantor of all mines, minerals, coals, earth oils, gold-washings and quarries in or under the land and full right at all times to enter upon any part of the land and to do all acts and things that may be necessary or expedient for the purpose of searching for, working, obtaining, carrying away and properly enjoying the same, and that without leaving any vertical or lateral support for the surface or any building for the time being existing on the land; subject to the payment to the grantee by the Grantor or reasonable compensation for all damage directly occasioned by the exercise of the right hereby reserved.

Clause VII.—The Grantor may at all times enter on the land for all purposes connected with the construction, maintenance and repair of new as well as of existing thoroughfares, water-courses or drainage channels, and no compensation, price or damages shall become due to the Grantee by reason of any such operations.

Clause VIII.—The Grantee will not do any act inconsistent with or injurious to any of the rights herein excepted and reserved to the Grantor, and will not in any way interfere with the lawful use by the public of any right of user or thoroughfare within the land.

Clause IX.—The Grantee will erect permanent boundary marks on the limits of the land, and will at all times maintain the same in good and substantial repair. In the event of any breach of this condition, the grantor shall have full power to enter upon the land and to erect such boundary marks, or to repair any existing boundary marks, and to retain possession of the whole or any portion of the land and buildings thereon subsisting, until the expenses incurred in such erection or repair, or in any way connected therewith, shall be fully paid and satisfied.

Clause X.—The Grantee will maintain such establishment for purposes of Police and Conservancy in respect of the land as may be required by the general rules in force for the time being in that behalf. In the event of any breach of this condition, the Grantor shall have full power and authority to provide such establishment and to recover the cost thereof by entering into and upon the whole or any portion of the land and buildings thereon subsisting, and retaining possession thereof until the costs incurred by the Grantor shall be fully paid and satisfied.

Clause XI.—The land is sold subject to the condition that the Grantee shall use it solely for the purpose hereinafter in the next following clause specified and provided and shall not use or divert it, or cause or permit it to be used or diverted, for or to any purpose or purposes whatsoever.

Clause XII.—Within————years next after the date of this conveyance, the Grantee shall erect and build or cause to be erected and build upon the land a house after the European style, together with necessary appurtenant and subsidiary buildings, such as kitchens, stables, out-offices, servants' quarters and the like, in strict accordance with such plans, measurements, specifications, designs, style, dimensions and elevation of such materials, stability, and durability and having such arrangements in respect of drainage, free circulation of air and sanitation, as may be previously approved and sanctioned in writing by the Commissioner of the Lahore Division for the time being. Such approval and sanction shall be in addition to and apart from the requirements of any Municipal law or bye-law for the time being in force in respect of the erection or repair of buildings.

NOTE.—The number of years to be specified for the purposes of this clause shall be fixed by the Colonization Officer or Deputy Commissioner of Lyallpur for the time being or before the execution of this conveyance.

Further, the Grantee will lay out the premises, grounds and compound of such house attached thereto according to a plan approved or directions from time to time in that behalf given by the Colonization Officer or Deputy Commissioner, as the cases may be. Further, the Grantee will not sow, cause to be sown or allow to be sown any crop prohibited by the Colonization Officer or the Deputy Commissioner, as the case may be.

Clause XIII.—(i) It shall be the duty of the Grantee, from time to time as occasion may require, to apply for and obtain, at his own cost and expense, the previous approval and sanction hereinbefore specified and required, before commencing to erect or build anything whatsoever in or upon the land, and no excavation shall be made, foundation laid or superstructure erected in or upon the land unless and until the said previous approval and sanction shall have been duly applied for and obtained.

(ii) It shall be the duty of the grantee to prepare or cause to be prepared, and to submit or cause to be submitted, to the said Commissioner all such plans, measurements, specifications and designs, and to supply or cause to be supplied to the said Commissioner such other information as may be necessary for the purpose of obtaining the required approval and sanction or as may from time to time for any purpose be required by the said Deputy Commissioner.

(iii) In the event of any difference or dispute arising as to whether any works done or building or structures erected in or upon the land, or any portion thereof, do or do not comply with the requirements of the approval and sanction at any time given in respect to—

(a) the plans, measurements, specifications, designs, style, dimensions or elevations to be followed and observed,

(b) the materials to be used for the stability or durability required,

(c) the arrangements as to drainage, free circulation of air or sanitation prescribed,

the opinion in writing of the Executive Engineer—
Division, Public Works Department, shall be final and conclusive between the parties to this conveyance and on each such party.

Clause XIV.—(i) The Grantee shall, when the tenant is a Government official, for a period of ten years next after the date on which the said house and premises shall be first occupied by any such tenant, lease the same at such rent as the Financial Commissioner may from time to

time fix in that behalf : and the Grantee shall not, either before or after the expiration of that period, raise or increase the rent payable in respect of such house and premises during the continuance of the tenancy of any such tenant, but may do so, after the expiry of the said period, upon the cessation of the tenancy of any such tenant in the case of any incoming tenant.

- (ii) When the house built on the land and premises first become ready for occupation, and also whenever at any time thereafter the said house and premises become vacant, the Grantee shall, in the first instance, offer to let the same to the Colonization Officer or Deputy Commissioner, as the case may be, for the use and occupation of such officer or of any officer of Government serving in the Civil, Public Works, Police or Medical Department stationed at Lyallpur who may require the same as a residence or office, and, if the house and premises be so required by any such officer, the Grantee shall let the same to him, and shall not let the same to any other person or for any purpose unless and until he shall have first obtained from the Colonization Officer or Deputy Commissioner for the time being, as the case may be, a certificate in writing to the effect that the house and premises are not required for any such officer as aforesaid.

Clause XV.—In the event of the Grantee committing any breach or permitting any breach to be committed of any of the conditions hereof, or in the event of the land ceasing to be used for the purpose for which it has been granted, then this conveyance shall become null and void and of no effect, and the land, together with all buildings, structures, materials and things, therein or upon at the time of such resumption thereof, shall revert to and become and be the absolute property of the Grantor, who shall have full power, right and authority to enter into and upon and to take possession of and resume the land and to eject therefrom the Grantee or any person holding or claiming to hold in or under him ; and the Grantee or person as aforesaid shall have no right or claim to any compensation, price or damages for or in respect of the land or of such buildings, structures, materials or things, or for in respect of any lawful act or thing done by or on behalf of the Grantor in accordance with or in pursuance of the provisions of or under the authority of this clause :

PROVIDED THAT the Grantor may, in his discretion, permit the Grantee to remove any buildings or structures or the materials thereof which may be in or upon the land at the time of such resumption thereof, or may refund

the purchase-money hereinbefore specified, less such sum as may cover the expense incurred by the Grantor in the execution of this deed of conveyance, and in enforcing all or any of its provisions and otherwise arising out of or connected with the wrongful acts or omissions of the Grantee or person acting for or on his behalf.

Clause XVI.—If and so long as the Grantee shall fully perform and comply with and shall continue to so perform and comply with the terms and conditions herein provided and required, this conveyance shall have and remain in full force and effect, and the Grantor will secure the Grantee in full and peaceful enjoyment of the rights and privileges herein and hereby to him granted, conveyed and assured.

IN WITNESS whereof each of the parties has subscribed his name at _____ this _____ day _____ 19 _____

SIGNED BY _____

for and on behalf of the Secretary of State for India in Council and acting under the authority of the Lieutenant-Governor of the Punjab

(Sd.). _____

Official designation _____

SIGNED by the said _____

in the presence of :—

1. *Witness*—

Name _____

Residence _____

(Sd.). _____

Grantee.

2. *Witness*—

Name _____

Residence _____

(6) Deed of Conveyance for sale of sites for bungalows for the use of Government, District Board or Municipal servants.

THIS INDENTURE, made the _____ day of _____ 19____, BETWEEN the Secretary of State for India in Council (hereinafter called "the Vendor") of the one part, and _____, son of _____, caste _____, resident of _____ in the District of _____ in the Punjab (hereinafter called "the Vendee") of the other part: WHEREAS the said Vendor is owner in full proprietary right of the land intended to be hereby conveyed, and he has agreed to sell the same to the said Vendee at the price of Rs. _____ subject to the exceptions, reservations, conditions and covenants hereinafter set forth: NOW THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. _____ to the said Vendor now paid by the said Vendee (the receipt whereof the said Vendor hereby acknowledges) and in consideration of the covenants and conditions hereinafter set forth and by the said Vendee to be observed and performed, the said Vendor as beneficial owner hereby grants and conveys unto the said Vendee all that piece of parcel of land situate at _____, containing _____ or thereabouts and more particularly described in the schedule hereto attached: TO HAVE AND TO HOLD the same unto and to the use of the said Vendee in full proprietary right for ever but subject always to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say,—

- (1) The Vendor excepts and reserves unto himself all mines, minerals, coals, gold-washings, earth-oils, and quarries in or under the said land and full right and power at all times to do all acts and things that may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical or lateral support for the surface of the said lands or for any building for the time being standing thereon:

Provided always that the Vendor shall make reasonable compensation to the Vendee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

- (2) The Vendee shall pay the land revenue demand for the time being assessed on the said land.
- (3) The Vendee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said land by competent authority and that in particular until the area in which the said land is situated is declared to be included within the limits of a municipality or a notified area under Act XX of 1891 (Punjab Municipal

Act) he will, if and whenever so called upon, pay such tax on the said land or any buildings thereon, house, scavenger's tax or water tax as may from time to time be assessed or imposed by the Deputy Commissioner of Lyallpur or other officer duly authorized in that behalf: Provided always that no such tax as last mentioned shall exceed the limits defined and laid down by sections 42 and 44 of Act XX of 1891 or by any amendment thereof.

- (4) The Vendee shall, within one month of the receipt of a notice to that effect, commence to build a house on the said land of which the frontage shall be of the pattern approved by the said Deputy Commissioner or other officer duly authorized in that behalf. In the construction of the said house the following conditions shall be observed :—
- (a) the plinth of the said house shall be at least $1\frac{1}{2}$ feet above the surface of the drain alongside ;
 - (b) no pit shall be dug or made in the said land ;
 - (c) the outside wall shall be made of sufficient strength, and where it is *kacha* the width shall be at least $1\frac{1}{2}$ feet. The height of enclosure walls shall be at least 6 feet.
- (5) The Vendee shall complete the construction of the said house within six months of the notice to build hereinbefore mentioned.
- (6) The Vendee shall not, either at the time of construction or at any time thereafter, make any door or doors opening into or towards the back of the said building or in the direction of a *gali* or lane without the written sanction of the said Deputy Commissioner or other officer duly authorized in that behalf first had and obtained.
- (7) The Vendee shall at all times keep and maintain the said building, including the upper storey or storeys, if any, in a reasonable state of repair and to the satisfaction of the said Deputy Commissioner or other officer duly authorized in this behalf.
- (8) The Vendee shall not use the said building to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, that is, for any purpose other than that of a residence, or permit the same to be so used. The building shall in no case be used as a shop or for the purpose of buying and selling. If the Vendee shall store in the said building or premises or any portion of them articles for sale, it will be considered that he has violated the said condition. No factory or workshop shall be erected on the said land.

(8a) As soon as the said building is erected and the premises are ready for occupation, and whenever thereafter the said building and premises are from time to time vacated, the Vendee shall, subject to the second proviso hereinafter contained, offer the same to the said Deputy Commissioner for the use of a Government, District Board or Municipal servant, and if the said building and premises are required for the use of any such servant, the Vendee shall let the same to such servant, and the Vendee shall not let the said building and premises to any other person or for any other purpose until he shall have first obtained from the said Deputy Commissioner a certificate in writing to the effect that the said building and premises are not required for the use of any such servant, the object of these presents being that the said building and premises shall primarily be available for the use of a Government, District Board or Municipal servant. The rent payable to the Vendee by such servant for the use of the said building and premises shall be fixed by the said Deputy Commissioner at his sole discretion, but shall not be less than 6 per cent., or more than 12 per cent. of the estimated capital expenditure (such estimate being made by the said Deputy Commissioner) on the said building and premises. The said Deputy Commissioner's decision of the sum payable as rent as aforesaid shall be final. PROVIDED ALWAYS that the said Deputy Commissioner may revoke the certificate aforesaid by giving three months' notice to the Vendee that the said building and premises are required for the use of a Government, District Board or Municipal servant, and on the expiration of the said three months the Vendee shall cause the said building and premises to be vacated, and shall let the same to any such servant for whom the same may be required by the said Deputy Commissioner. PROVIDED FURTHER that if the Vendee be himself a Government, District Board or Municipal servant and stationed at Lyallpur, he shall be at liberty to occupy the said building and premises whilst and so long as he shall remain such servant and stationed at Lyallpur, but in the event of his vacating the said building and premises or ceasing to be such servant, he shall forthwith offer the said building and premises to the said Deputy Commissioner and comply with the terms and provisions hereinbefore provided in that respect.

(9) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in and upon any part of the said land or building erected, thereon for the purpose of ascertaining that the Vendee has duly performed and

observed the covenants and conditions to be by him performed and observed under these presents.

- (10) The Vendor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained, and to recover from the Vendee as a first charge upon the said land and the buildings thereon the cost of doing all or any such acts and things, and all costs incurred in connection therewith or in any way relating thereto.
- (11) In the event of the breach or non-observance by the Vendee of any of the covenants herein on his part to be observed after due warning in writing from the said Deputy Commissioner or other officer duly authorized in this behalf, then, and in any such case, it shall be lawful for the Vendor, notwithstanding the waiver of any previous cause or right for re-entry, to enter into and upon the said land or building thereon or any part thereof in the name of the whole and to repossess, retain and enjoy the same as of his former estate, and the Vendee shall not be entitled to a refund of the purchase-money or any part thereof or to any compensation whatsoever on account thereof.
- (12) The cost of the stamp duty on these presents and of registering the same shall be borne by the Vendee.
- (13) In the event of any dispute or difference at any time arising between the Vendor and the Vendee as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Financial Commissioner for the time being of the Punjab, whose decision thereon shall be final and binding on the parties hereto.
- (14) If and so long as the Vendee shall fully perform and comply with, and shall continue to so perform and comply with, each and all of the terms and conditions herein made and provided, but not otherwise, the Vendor will secure the Vendee in full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context—

- (a) the expression "Vendor" used in these presents shall include in addition to the Secretary of State for India in Council the successors and assigns of the said Secretary of State for India in Council,

the Government of the Punjab and, in relation to any matter or thing contained in or arising out of these presents, every person duly authorized to act for or to represent the Government of the Punjab in respect of such matter or thing ;

(b) the expression "Vendee" used in these presents shall include, in addition to the said _____, _____, his lawful heirs, representatives, assigns, lessees and any person or persons in occupation of the said land or building erected thereon.

IN WITNESS whereof the parties hereto have hereunto respectively subscribed their names at the places and on the dates hereinafter in each case specified

SIGNED by _____
 Secretary to the Punjab Government for and on behalf of the Secretary of State for India in Council and acting under the authority of the Governor of the Punjab at _____ this _____ day of _____ 19 .

SIGNED by the said _____ at _____ on the _____ day of _____ 19 in the presence of—
 1. (Name, residence and occupation.)
 2. (Ditto.)

(7) Notice of auction and form of agreement regarding sale of sites for Shops and Houses in Lyallpur district.

NOTICE OF AUCTION.

(a) Notice is hereby given that plots of waste land at _____ in Lyallpur district will be put up to sale by public auction at _____ at _____ on _____ and, if necessary, on _____, for the construction of shops, houses and timber market shops.

(b) Conditions of the auction and plans of the aforesaid lands are available for inspection, from 10 A.M. to 4 P.M., on all days excepting holidays, at the Colonization Office _____. Copies of the plans may also be bought on payment.

CONDITIONS IN BRIEF.

1. The land will be sold subject to a reserve price. The highest bidder will be considered the purchaser if his bid is accepted. The officer conducting the auction will be at liberty to reject any bid. The auction will be subject to the confirmation by the Local Government.

2. Twenty per cent. of the auction money will be realized immediately after the closing of the bids. The purchaser will be required to pay the auction money in balance personally at the Colonization Office, within 6 weeks after the date of the auction, and he shall sign the sale-deed as laid down in the conditions.

3. The officer conducting the auctions will be at liberty to exclude or include any plots without issuing any notice.

Signed _____

Dated _____ Colonisation Officer _____

Form of agreement.

I _____ the ^{son} of _____
 We _____ sons

_____ of _____ do hereby acknowledge that on the sale by auction this _____ day of _____ of the property described in the particulars annexed to the notice of the sale issued by the Colonization Officer, _____, under date the _____ published at page _____ of the

Punjab Government Gazette, ^{I was} the highest bidder/s for lot
_{we were}

No. _____ in chak No. _____
 area _____ at the price of Rs. _____

_____ per acre and that ^I have paid the sum of
_{we} Rs. _____ by way of deposit and in part payment of the said purchase-money to the Colonization Officer _____,

and ^I hereby agree to pay the remainder of the said purchase-
_{we} money and complete the said purchase according to the aforesaid conditions, if Government accepts ^{my} bid.
_{our}

Signature of purchaser.

I hereby ratify this sale and acknowledge receipt of the said deposit of Rs. _____.

Colonization Officer,

(8) Notice of auction and conditions of sale of Government waste land in Lyallpur district Pir Mahal Extension.

NOTICE.

WHEREAS instructions have been received from Government for the sale by auction of the Government waste lands described in the particulars hereunto annexed and marked Schedule I, notice is hereby given that plans of the said waste lands are open to inspection, free of charge, at the office of the Extra Assistant Colonization Officer, Lyallpur, and copies will be supplied at a small charge, on application, by post and that the said lands will be put to sale by public auction at 10 A.M. on _____ at Lyallpur and will be sold upon the conditions hereunto annexed and marked Schedule II, unless the sale shall, in the meantime, have been stopped or postponed by order of superior authority.

2. No person shall be permitted to bid at the auction on behalf of any other person, whether present or absent, unless he deposits with the presiding officer a duly executed and registered power of attorney specially authorizing him to bid and generally to represent such other person at the auction. *No minor shall be allowed to bid.*

3. In no circumstances will any exchange be made of the land sold, nor does Government accept any liability for the correct identification by the bidder of the lots sold. Lots can be identified on the ground by the help of the patwari of the circle, and the survey marks and the plans alluded to in paragraph 1 above. A chaprasi will be on duty at the railway station _____ to direct intending purchasers to the land. The land is at a distance of about _____ from _____ railway station.

4. The land will be sold subject to a reserve price, and the confirmation of Government will be required before any bid is finally accepted; and Government reserves the right to withdraw any plot from auction without previous notice, and also reserves the power to reject any bid even if it is the highest.

Issued at Lyallpur by the undersigned, the _____

Deputy Commissioner, Lyallpur District.

Schedule I.

1. The land to be sold is Government land, situated in the tahsil of _____ in the district of Lyallpur. Most of the land has been under cultivation for about _____ years.

2. The area more (or less) of the lands, the rajbahas supplying water to them and the boundaries are given in the statement attached:—

(a) These lands will be sold in lots numbered as shown in the list and maps in the office of the Extra Assistant Colonization Officer, Lyallpur. The list and maps bear the signatures of the Extra Assistant

Colonization Officer, Lyallpur. The number and the approximate size of the lots in each estate are set forth in columns 1 and 5 of the attached statement.

(b) The supply of water in the canal will probably irrigate the land, but Government does not hold itself in any way responsible for supplying any water to any of the said lands or for the correctness of the said plans, and no failure or error in these respects shall be a ground for avoiding the sale or claiming compensation.

(c) All trees and all other products whatever of the said lands will be included in the sale, save and except all mines, minerals, coal, gold-washings, earth-oil and quarries in or under the said lands.

SCHEDULE OF LOTS TO BE AUCTIONED.

1	2	3	4	5	6
No. of lot.	No. of Chak.	Square No.	Killa No.	Area in acres.	REMARKS.

Schedule II.

CONDITIONS OF SALE.

1. The lands will be sold subject to all rights of way or water and other easements, if any, subsisting thereon.

2. The lands will be sold in full proprietary right, but subject to the following conditions:—

(a) The proprietary rights shall be subject to the exception and reservation to Government, its successors, and assigns of all mines, minerals, coal, gold-washings, earth-oil, and quarries in or under the said lands, and to the full right at all times to enter upon any part of the said lands, and do all acts and things that may be necessary or expedient for the purpose of searching for, working, getting, and carrying away any mines, minerals, coal, gold-washings, earth-oil, or quarries in or under the said lands without leaving any vertical or lateral support for the surface thereof, or any building for the time being standing thereon (Government, its successors and assigns making reasonable compensation to the purchaser, his heirs, legal representatives and assigns and his or their lessees or tenants for all damages occasioned by the exercise of the rights reserved).

(b) The land-revenue demand or rent for the time being assessed thereon, and all general taxes, local taxes, and cesses to which revenue-paying lands are liable, shall be duly paid.

(c) Canal occupier's rate will be charged in accordance with the rates in force or to be enforced on the canal on which the lands are situated.

(d) (i) The alignment of main roads, existing or proposed for construction, is shown upon the plans. The area of such roads has in all cases been excluded from the calculation of the plots to be auctioned and no property in them will pass to the purchaser of such plot. If any roads are planned, or alterations made, subsequently to the date of this notice, an announcement of the fact will be made at the time of auction, and the existing plans shall be deemed to be modified in accordance with the announcement made.

(ii) Village roads to provide communication between village sites, and *zamindari* roads to provide access to each square (16½ feet in width in either case) are delineated on the plans, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area and the Collector may, at his discretion, make any new roads not exceeding 16½ feet in width or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

(iii) If any purchaser required a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may, on requisition signed by the purchaser, acquire the land necessary for such road not exceeding 16½ feet in width at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land is to be acquired is situated shall surrender the land on receipt of the cost of the same, calculated at the rate per acre at which the lot was purchased.

(e) Water-courses are delineated on the plans, but the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-courses or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of Northern India Canal and Drainage Act, VIII of 1873. In accordance with these provisions, the cost as determined by the Divisional Canal Officer, of all water-courses already constructed or hereafter constructed, shall be recovered from all persons using the same in such manner and at such time as may be fixed by the general or special orders of Government.

(f) The purchaser shall be chargeable with the whole of the cost of the survey and demarcation of the said land, together with his share of the cost of the water-course or water-courses of the estate in which the said lands are situated, and of the roads and culverts necessary for the general convenience of the residents of such estate and also with the cost of keeping such roads and culverts in proper repair. The amounts of such charges, as determined by Government or by the Collector, in the case of repairs of roads and culverts shall be recoverable in such manner and at such time as may be fixed by Government or by the Collector, respectively.

(g) In case of any dispute arising between the purchaser and the Government as to the property and rights hereby reserved, or any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, the said dispute or disputes shall be referred for the arbitration of the Financial Commissioner, whose decision shall be final and binding on both parties. The sale is also subject to the limitation next following.

3. The purchaser shall not, without the sanction in writing of the Collector, alienate any portion of the lot sold before he shall have received the deed of conveyance hereinafter mentioned.

4. The lands will be put up in lots of various sizes as shown on lists and maps in the office of the Extra Assistant Colonization Officer, Lyallpur, referred to in paragraph 2 of Schedule I. The lots vary in size and are as shown in the Schedule of the lots attached to Schedule I. A reserved price will be fixed by Government, but will not be disclosed unless the highest bid in any case is lower than the reserved price. In case of dispute between two equal bidders the lot shall be put up again at the last preceding bid. Bids shall be received by the presiding officer at so much per acre, and no bid shall advance by less than Rs. 5 per acre. Intending purchasers may make their tenders by written application, enclosing a sum amounting to Rs. 100 per acre in respect of lots calculated to the nearest whole acre of the area comprising the lot for which they wish to bid. Such written applications must reach the Extra Assistant Colonization Officer, Lyallpur, not later than the evening of the ----- . The highest tender so made for any particular lot shall be deemed to be a bid of the amount tendered, and if no advance be made upon it at the auction, it shall be considered the highest bid. Intending purchasers will be shown the land to be offered for sale at any suitable time by the patwari in whose circle the land is situated.

5. On the day on which his bid is accepted, the purchaser shall pay a deposit, in part payment of the purchase-money, of Rs. 100 per acre in respect of the lots calculated to the nearest whole acre of the area or areas purchased by him and sign an agreement in Form B, hereto annexed, upon stamped paper to be provided at his expense.

6. In default of such payment, or in the event of refusal to sign such agreement, the lot may be again put up and resold. In the event of the foregoing conditions being fulfilled, the purchaser shall receive an attested copy of the said agreement upon stamped paper to be provided at his expense.

7. Upon the expiration of one month from the date of sale, simple interest at the rate of Rs. 8 per cent. per annum shall be charged upon the balance of the purchase-money for the time being remaining unpaid until date of payment. No malikana will be charged.

8. Such balance of purchase-money and interest may be paid at any time within three calendar months from the date of the sale; and otherwise it shall be paid without demand in six successive equal half-yearly instalments payable at intervals of six months on the successive

dates fixed (kharif 15th January, rabi 15th July of each year) for the realization of the kharif or rabi land-revenue of the land so purchased; and the first of such instalments shall be paid on the date on which the land-revenue for the first harvest on the land is payable and half-yearly thereafter, the Collector having power to determine which harvest shall be considered to be for the purposes of this condition the first harvest; provided that when paying the first or any subsequent instalment, the purchaser may also pay all or any whole number of such instalments of purchase-money and interest as still remain due from him. *It is also open to the purchaser to pay any amount in whole rupees at any time without regard to the dates fixed for the payment of the instalments. Interest will be calculated on a basis of 12 months of 30 days each, and for purposes of calculation of interest, it will be within the discretion of the Collector to direct that all sums paid on the first fifteen days of a month shall be regarded as having been paid on the 1st day, and all sums paid after the 15th of the month as if they were paid on the last day of the month.*

The payment within the period of 3 calendar months from the date of the sale, or within the period of three years as specified above, of such amounts and of the interest due, if any, shall be deemed to be of the essence of the contract for sale.

9. When the successful purchaser has paid the sum mentioned in condition 5 above, he will thereupon be placed in possession of the land sold by an officer appointed in that behalf by the Collector and shall furnish to such officer appointed in that behalf by the Collector a written acknowledgment of receipt of possession.

10. If the purchaser shall make default in any payment due from him under these conditions whether by way of principal or interest, the Collector may rescind the contract, and in that case all sums deposited in part payment of the purchase-money and interest thereon shall be forfeited to Government.

11. (i) When the whole of the purchase-money and all other sum^s due and payable by the purchaser under these conditions shall have been paid, and not till then, the Collector shall cause a conveyance to be drawn up in English in form appearing on pages 199 to 102 of Supplement No. IV, and shall execute the same on behalf of Government, and shall then call upon the purchaser to execute the same. Such conveyance will have to be stamped and registered at the expense of the purchaser.

(ii) If the purchaser shall refuse to execute and have the said deed stamped and registered when called upon to do so by the Collector, or shall fail so to do without any lawful excuse, Government shall have full power and authority forthwith to rescind the contract and cancel the sale.

12. When any contract has been rescinded under conditions 6, 10 or 11 (ii), and the land is resold for a price lower than that of the bid of the original purchaser, the original purchaser shall be liable to

pay to Government the amount of the difference between his highest bid and the price for which the land has been resold.

13. If the purchaser shall have been placed in possession of the land under the provisions of condition 9 of these conditions, and shall thereafter make default in payment of any sum due under these conditions on due date and the sale to him of the land be rescinded in accordance with the powers hereby granted to the Collector, Government shall have full right forthwith to re-enter upon and resume possession of the land together with all standing or reaped crops thereon.

14. All payments to be made under these conditions on account of purchase-money or interest or any other charges shall be made into the Government Treasury, Lyallpur, or Toba Tek Singh. *Cheques on the Imperial Bank of India or on any other bank approved by the Collector will be accepted. The Collector will decide, for the purposes of calculation of interest, the date on which a payment by cheque has been made.*

15. The land is believed, and shall be taken, to be correctly described as to area and otherwise. If any error, mis-statement, or omission in the foregoing particulars shall be discovered, the same shall not annul the sale, but the price payable by the purchaser shall be adjusted, if necessary, with reference to the acreage of the lot purchased as finally ascertained and the price per acre bid by the purchaser.

NOTE.—It has been decided to add the following clause to all future conditions of sale by auction of Crown waste land in the canal colonies in the Punjab,—*vide* Senior Secretary to the Financial Commissioners' demi-official No. 1049-C., dated the 17th March 1933, to the address of the Commissioner, Multan division :—

Until the full amount of the purchase money with any interest due thereon has been paid and the other conditions set forth in this statement have been fulfilled, the purchaser, who has been placed in possession of the land by order of the Collector, shall be deemed to be a tenant of such land under section 15, Colonization of Government Lands (Punjab), Act, 1912.

Form B.

FORM OF AGREEMENT REFERRED TO IN NO. 5 OF THE FOREGOING CONDITIONS.

I _____, the ^{son} of _____
 We _____ sons _____
 of _____, do hereby acknowledge that on the sale by auction this _____ day of _____ of the property described in the particulars annexed to the notice of the sale issued by the Deputy Commissioner, Lyallpur, under date the _____ published at page _____ of the *Punjab Government Gazette*,
 I was _____ the highest bidder/s for lot No. _____ in
 we were _____
 Chak No. _____ area _____, at

the price of Rs. _____ per acre, and that
 I
 we have paid the sum of Rs. _____ by way
 of deposit and in part payment of the said purchase-money to the
 Deputy Commissioner, Lyallpur, and I
 we hereby agree to pay the
 remainder of the said purchase-money and complete the said purchase
 according to the aforesaid conditions, if Government accepts my
 our bid.

Signature of purchaser.

I hereby ratify this and acknowledge receipt of the said deposit
 of Rs. _____.

Deputy Commissioner, Lyallpur.

(9) Notice, form of lease deed, etc., of temporary cultivation leases in the new Extensions of the Lower Chenab Colony.

(Punjab Government letter No. 3141-C., dated 6th August 1932.)

NOTICE.

1. Whereas instructions have been received for allotment, on temporary lease, of the State lands, in Lower Chenab Colony, described in the particulars hereunto annexed, and marked Schedule I, notice is hereby given that the plans of the said lands are open to inspection, free of charge, at the office of the Deputy Commissioner, Lyallpur, and that tenders will be received for the lease of the said lands, for the periods specified in the Schedule, at the office of the undersigned, on _____ up to _____ each day. The conditions under which the land shall be held are specified in Schedule II annexed.

2. The area (more or less) of the lands, the rajbahs extended to them, and other particulars are given in the statement attached, and marked Schedule I:—

- (1) The lands to be leased have been divided into lots, numbered as shown in Schedule I, and in maps in the office of the Deputy Commissioner, Lyallpur. The Schedule and maps bear the signature of the Deputy Commissioner. The approximate size of the lots is set forth in the Schedule.

- (2) Distributaries of the Lower Chenab Canal have been extended to these lands, and plans signed by the Executive Engineer are deposited, and are open to inspection, free of charge, in the office of the Deputy Commissioner, Lyallpur. These plans, and the schedule of lots, show the extent to which these lands are believed to be irrigable from the above-mentioned channels, by flow or by lift, as the case may be. The supply of water in the canal will probably irrigate as noted in the schedule of lots, but Government does not hold itself in any way responsible for supplying any water to any of the said lands, or for the correctness of the said plans, and no failure or error in these respects shall be a ground for avoiding the lease or claiming compensation.
- (3) The alignment of main roads, existing or proposed for construction, is shown upon the plans. The area of such roads has in all cases been excluded from the calculation of lease plots, and no property in them will pass to the lessee of such plots.

3. Tenders should be submitted on a form which can be obtained, on payment of Re. 1, from the office of Deputy Commissioner, Lyallpur, and should quote a rate of rent per acre per year. The rent quoted in the tender will be payable on the total area leased. Leased area means the total area tendered for, irrespective of the fact that a portion of it happens to be uncommanded.

4. No person shall submit a tender on behalf of any other person unless it is accompanied by a duly executed and registered power of attorney (Article 48, Schedule I, Stamp Act), specially authorizing him to submit such tender.

5. No land revenue will be charged in addition to rent, and this fact should be taken into consideration when quoting rent in the tender. The lessee will be liable to pay canal occupier's rate, rates and cesses, and acreage rate. For calculating rates and cesses the rate of land revenue will be considered to consist of Re. 1-4-0 per matured acre per harvest.

6. The lots vary in size and the periods of lease in length, as shown in the schedule of lots attached. Separate tender must be made for each lot, but tenders for the whole Chak will also be considered. A tender for the whole Chak should not be combined with a tender for a single lot. Government does not bind itself to accept the highest or any tender, and may withdraw any lot without notice. Tenders must not be in fractions of less than one-fourth of a rupee, and must be for the period specified in the schedule, no more and no less.

7. Tenders must be accompanied by a remittance of Re. 1 per acre, as earnest money, calculated to the nearest whole acre of the area tendered for. This amount will be returned to the tenderer if the tender is not accepted, but if the tender is accepted it will be credited towards the first instalment of rent payable by the lessee.

Earnest money will be received in the Deputy Commissioner's office, Lyallpur, and a proper receipt will be given.

8. Rent will be payable in equal half-yearly instalments. The successful tenderer will, within one week of the date of the acceptance of his tender, pay the instalment for the first half year. Thereafter the full half-yearly instalments shall be paid at intervals of six months on the successive dates fixed for the realization of land revenue ; that is, the 15th January for kharif and the 15th July for the rabi harvest. The sum already paid as tender money shall be adjusted in the amount to be paid by the lessee as an advance. Final adjustments in respect of the advance will be made at the termination of the lease and any amount found to have been paid in excess will be refunded to the lessee.

9. If, on the acceptance of the tender, a tenderer fails to make the payment in advance, as mentioned in clause 8 above, the Deputy Commissioner, Lyallpur, will rescind the lease and the tender money shall be forfeited to Government.

10. When the advance has been paid by the successful tenderer, in accordance with clause 8 above, the Collector shall cause a deed of lease to be drawn up in English, in the form given in Schedule II, and shall call upon the tenderer to execute the same, to get it stamped and shall then execute the same on behalf of Government. If the lease deed is compulsorily registerable, the Collector shall call upon the lessee to get it registered at his (lessee's) expense, within a date to be specified by the Collector, and deliver it to the Collector within ten days from the expiry of the period fixed for registration.

11. When the lessee has signed the lease deed, and has paid the stamp duty payable thereon, he shall be put in possession of the land leased, by an officer appointed in that behalf by the Collector, and shall furnish to such officer a written acknowledgment of the receipt of possession.

12. If the lessee shall refuse, within the period specified for the purpose, to execute the said deed, or to have it duly stamped, or registered or to deliver it to the Collector, or shall fail so to do without any reasonable excuse, the Deputy Commissioner, Lyallpur, shall have full power and authority forthwith to rescind the contract and cancel the lease, eject the lessee if he has taken possession, and seize the standing crops, without paying any compensation for them. The advance paid will be forfeited to Government.

13. In no circumstances will any exchange be made of the lands leased, nor does Government accept any liability for the correct identification by the tenderer of the lots leased. Lots can be identified on the ground by the help of the survey marks, and the plans alluded to in paragraph 1 above. Patwaris will also show visitors round at any time between the date of this notice and the date above-mentioned ; they will be under the supervision of Kanungos posted in the circles.

Issued at Lyallpur, by the undersigned, this day of
193 .

Deputy Commissioner, Lyallpur.

Schedule II.**GENERAL FORM OF LEASES OF WASTE LAND IN THE PUNJAB.****PART I.—Form A (1) for leases carrying no promise of occupancy or proprietary rights.**

THIS INSTRUMENT OF LEASE made _____
the _____ day of _____,
in the year 19 _____ A. D. between the Secretary
of State for India in Council (hereinfter called the Government) and
_____ son of _____, caste _____,
resident of _____ (hereinafter called the lessee)
WITNESSETH that, in pursuance of orders contained in a letter
No. _____, dated _____,
from the _____
to the _____, and
communicated to the Deputy Commissioner, Lyallpur. by the _____
_____ in his letter No.
_____, dated the _____,
and in consideration of the rent
herein reserved, and the stipulations herein contained, and to be observed
by the said _____, his heirs, legal
representatives and assigns, the Government doth hereby grant unto
the said _____ his heirs, legal
representatives and assigns a lease of all the Government waste land
described in the schedule hereunto annexed upon the following con-
ditions :—

1. The lease shall be for the term of 5 years and shall be deemed to have commenced with effect from the beginning of the _____ harvest, 193 .

2. Government does not grant to the lessee, but hereby excepts and reserves to itself out of and in respect of the said lands existing rights to and over all mines and minerals, coal, gold-washings, earth-oil, and quarries in, under or upon, and also all rivers, streams and water-courses, and all public thoroughfares within and traversing the said lands or any part thereof, and other easements.

3. The lands are leased for the purpose of cultivation only and may not be used in whole or in part for any other purpose.

4. In the case of any dispute arising between the Government and the lessee, during the currency of the lease, as to the true intent and meaning of this instrument of lease, and of each and every provision thereof, and property and rights hereby reserved, or any of them in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Commissioner of the Division, whose decision thereon shall be final and binding on the Government and the lessee.

PART II.—Stipulations of the lessee.

The lessee doth hereby agree—

1. (a) That the lessee will pay balance of the rent (first instalment having been paid in advance), viz., Rs. _____ in _____ equal instalments, at _____, payable at intervals of six months, on the successive dates fixed for the realization of land revenue, that is, 15th of January for the kharif, and 15th of July for the rabi harvest. He will also pay, when due, all rates and cesses, chargeable on the land, and also all charges (other than penalties), at any time leviable under Chapter VIII of the Punjab Land Revenue Act, 1887, in respect of the land leased to him. The words "rates" and "cesses" in this clause have the same meaning as in the Punjab Land Revenue Act, 1887. For the purpose of determining the amount of rates and cesses, payable under this clause, the amount of land revenue shall be considered to consist of Re. 1-4-0 per matured acre per harvest.

(b) That the lessee will pay canal occupier's rate in accordance with the rates in force, or to be enforced on the Burala Extension of the Lower Chenab Canal.

(c) That the lessee will be chargeable with acreage rate, during the period of the lease, at Rs. 3 per allotted acre, if paid in a lump sum at the commencement of the lease, or at the rate of Re. 0-8-6 per allotted acre per harvest, if paid in instalments.

2. That the lessee will permit the officers of Government to enter on the said lands for all purposes connected with the construction, maintenance, or repair of new as well as existing thoroughfares and water-courses :

Provided that no compensation, either by reduction of rent or otherwise, shall become due to the lessee from Government by reason of any such operations.

3. That the lessee will permit the officers of Government in like manner to enter and do all acts and things necessary or expedient for the full enjoyment of the right reserved to Government or over all mines, minerals, coal, gold-washings, earth-oils and quarries in, under or upon, the said land :

Provided that reasonable compensation shall be made to the lessee by Government for all damage to the said lands, or to any property of the lessee thereupon occasioned by the exercise of the rights herein reserved to Government to or over all mines, minerals, coal, gold-washings, earth-oils, quarries in, under or upon, the said lands. The amount of such compensation shall be determined by the Deputy Commissioner, Lyallpur, after hearing the said lessee.

4. That the lessee will pay on account of all trees and brushwood, now existing on the land, according to the valuation determined by the Deputy Commissioner, Lyallpur, which will be recovered in equal half-yearly instalments during the term of the lease. The first instalment shall be paid with the first instalment of rent, any tree standing on the

land on the expiry of the lease will become the property of Government. One tree at least will be left standing in each acre.

5. That the lessee will not do any act inconsistent with, or injurious to, any of the rights excepted and reserved to the Government in clause 2 of part I of this lease, and will not in any way interfere with the lawful use by the public of any thoroughfare within the said land.

6. That the lessee will duly comply with such directions as the Collector shall issue requiring him to construct boundary marks on the limits of the said lands, and will keep them, when erected, in good repair.

7. That the lessee will not cultivate or otherwise manage the said lands, or any part of them, in a manner calculated to injure them permanently or to lessen their value.

8. That the lessee will by the time of the sowing of the third harvest of the lease, bring under cultivation not less than one-fourth of the total area leased, and shall thereafter maintain this area under cultivation till the fifth harvest, when he will bring under cultivation, and thereafter maintain under cultivation, not less than one-half of the total area leased. "To bring under cultivation" will be held to mean "to level and sow with a canal or well irrigated crop."

9. That the lessee will not assign or part with the possession of the said lands, or any part thereof, except to cultivators of the holding, without the written permission of Collector first obtained.

10. That the lessee will at the end, or other sooner determination of the lease peaceably leave and surrender the said lands to the Government.

PART III.—Rights and Powers of Government.

IT IS HEREBY AGREED between the Government and the lessee—

1. That arrears of rent, or of any taxes, rates or cesses, or assessment whatsoever, may be recovered by Government from the lessee in the same manner as arrears of land revenue may be recovered.

2. Water-courses are delineated on the plans, but the Canal Officer empowered in that behalf, may at his discretion, construct or cause to be constructed any new water-courses, or alter the direction of, or entirely close, any existing water-course, and the lessee shall be entitled to no compensation by reason of such action, except compensation for damage to standing crops. No water-course shall be constructed or altered by the lessee, except with the approval of the Divisional or Sub-Divisional Canal Officer, and under the provisions of section 16 of Northern India Canal and Drainage Act, VIII, 1873. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed, or hereafter constructed, shall be recovered from the lessee using the same in such manner and at such time as may be fixed by the general or special orders of Government.

3. That land is believed and shall be taken to be correctly described as to area and otherwise. If any error, mis-statement or omission in the particulars of this lease, or of the area of the lease, shall be

discovered, the same shall not annul the lease, nor entitle the lessee to any compensation or abatement of rent.

4. That if the lessee fails to take possession of the said lands within one month from the date on which this instrument of lease is executed by him, or if at any time fails to comply with any of the conditions of this lease, the Deputy Commissioner, Lyallpur, may forthwith resume and take possession of the said lands, with the crops standing thereon, as if this lease had never been granted, and the advance paid by the lessee shall be forfeited to Government. The lessee shall not be entitled to any compensation on account of the confiscation of the standing crops.

5. When any contract has been rescinded under condition No. 4 above, and the land is released at a rate lower than that tendered by the original tenderer, the original tenderer shall be liable to pay to Government, a sum equal to the difference between the total amount of rent he would have had to pay for the whole period of the lease at the rate tendered, and the amount realized at the rate at which the land is released.

PART IV.—Right and Powers of the Lessee.

IT IS ALSO HEREBY AGREED between Government and the lessee—

1. That the lessee shall be at full liberty to sink wells, build temporary houses, and otherwise improve the said lands, and shall be solely entitled to all agricultural and spontaneous products not expressly excepted and reserved by this lease, but he shall not be entitled to any compensation for any improvement made by him, save in the case of any well sunk in the area of the lease by the lessee, the value of which, as assessed by the Collector, will be paid by Government to the lessee on the termination of the lease, provided that the well is in working order at that date. The value to be assessed will be the value of the well at the date of the termination of the lease.

2. That if the lessee desires to give up the land leased to him, before the expiry of the lease, he shall have to give notice of his intention to do so, in writing, to the Collector, one harvest in advance, and shall pay as penalty a sum equal to the rent of one harvest.

Interpretation.

In this instrument the term "lessee" means and includes the said lessee, his heirs and his or their legal representatives and assigns.

The term "Government" means and includes every person duly authorised to act for or represent the Government of the Punjab in relation to any matter or thing contained in, or arising out of the lease.

IN WITNESS WHEREOF the said parties have hereunto set their respective hands and seals the day and the year first above wirtten.

Signed, sealed and delivered by
the Deputy Commissioner, Lyallpur,
acting under the orders of and on
behalf of the Secretary of State for
India in Council.

Deputy Commissioner, Lyallpur.

Signed, sealed and delivered by the _____
said _____
in the presence of _____

witness—

witness—

Lessee.

Schedule to Form " A, " Part I.

Description and boundaries of Lands hereinbefore leased :—

Acres _____.

Kanals _____.

Marlas _____.

Land in :—

Mauza _____.

Tahsil _____.

District _____.

Bounded :—

On the north by _____

On the east by _____

On the west by _____

On the south by _____

Deputy Commissioner, Lyallpur.

Lessee.

(10) Form of lease deed, tender, etc., of temporary cultivation leases in the Lower Chenab Colony outside the new Extensions.

DEED OF LEASE.

This instrument of lease made the _____ day
of _____ 19____ between the Secretary of State for

India in Council (hereinafter called Government), and _____
 _____ son of _____,
 caste _____, resident of _____ (here-
 inafter called the lessee). witnesseth that, in consideration of the rent
 herein reserved and the stipulations herein contained and to be observed
 by the said lessee, his heirs, legal representatives, and assigns,
 Government doth hereby grant unto the said lessee, his heirs, legal
 representatives, and assigns a lease of all the Government waste
 lands described in the schedule hereunto annexed upon the follow-
 ing conditions :—

1. The lease shall be for the following harvests :—

_____ 19 _____
 _____ 19 _____
 _____ 19 _____
 _____ 19 _____

PART II.—Stipulations of the Lessee.

The lessee doth hereby agree :—

1. That he will pay the rent reserved in the following instalments
 on the date fixed for the payment of the instalment of the land revenue
 for the same harvest, at the following rates, per acre allotted per
 harvest,

Rs. _____ kharif harvest
 Rs. _____ rabi harvest

making a total which is equivalent to Rs. _____ per allotted
 acre per annum.

2. That he will pay when due all rates and cesses chargeable on
 the land and also all charges (other than penalties) at any time, levi-
 able under Chapter VIII of the Punjab Land Revenue Act, 1887, in respect
 of the land leased to him. The words "rates" and "cesses" in this
 clause have the same meaning as in the Punjab Land Revenue Act,
 1887. For the purpose of determining the amount of rates and cesses
 payable under this clause, the amount of the yearly rent above stated
 shall be considered to consist of Rs. _____ land revenue and
 Rs. _____ *malikana*.

3. That he will permit the officers of Government to enter on the
 said lands for all purposes connected with the construction, mainten-
 ance, or repair of new as well as of existing thoroughfares and water-
 courses :

Provided that no compensation either by reduction of rent or
 otherwise shall become due to the lessee from Government by reason
 of any such operations.

4. That he shall not cut any *kikar*, *shisham* or *jand* trees standing
 on the land. Otherwise all trees and brush-wood on the said lands
 shall be at the absolute disposal of the tenant and may be sold by him.

5. That he will not be entitled to any remission of Government dues on the ground of the failure of his crops either by reason of deficiency of irrigation or from any other cause.

6. That he will not cultivate or otherwise manage the said lands or any part of them, in a manner calculated to injure them permanently or to lessen their value.

7. That he will at the end or other sooner determination of the term peacefully leave and surrender the said land to Government.

PART III.—Rights and powers of Government.

It is also hereby agreed between Government and the lessee :—

1. That arrears of rent or of any taxes, rates, or assessments whatsoever may be recovered by Government from the lessee in the same manner as arrears of land revenue may be recovered.

2. That if the lessee fails to take possession of the said lands within six months from the date on which the execution of this instrument or lease was communicated to him, or if at any time he fails to comply with any of the conditions of this lease, the Collector may forthwith resume and take possession of the said lands as if this lease had never been granted.

3. The lessee shall at all times on receipt of a requisition in writing signed by the Collector allow the Collector to take possession of, and finally to resume without compensation for Government, so much of the said lands as may from time to time in the opinion of the Collector be required for any public purpose.

Signed, sealed and delivered by }
 the Collector of _____ } Collector.
 district on behalf of the Secretary of }
 State for India in Council. }

Signed, sealed and delivered by } Lessee-----
 the said lessee in the presence of } Witness-----
 witnesses. } Witness-----

Dated-----.

Schedule.

District-----
 Tahsil-----
 Village (Chak)-----
 Squares Nos.-----
 Killas Nos.-----

NOTE.—1. Where the lease is for more than two harvests and the total rent, including all Government dues, is more than Rs. 100, this deed must be stamped and registered at the expense of the lessee.

2. A copy of this deed of lease should be given to the lessee, if he so desires. If the lease has to be stamped, the stamp on the copy should be paid for by the lessee.

STATEMENT OF TEMPORARY CULTIVATION.

District_____.

Colony_____.

Tahsil_____.

Village (Chak)_____.

Square_____.

Name and percentage of lessee_____

Period of lease_____

CONDITIONS OF LEASE.

Annual rate of rent per acre allotted Rs._____.

Total rent due Rs._____ (excluding water rates)——

(a) Malikana.

(b) Land revenue.

(c) Local rate.

(d) Other cesses.

Collector_____

District_____

Dated_____

Security Bond.

I, _____, the
 son of _____,
 caste _____,
 resident of _____,
 declare that _____,
 the son of _____,
 caste _____, resident
 of _____.

Note.—In quadruplicate :—One copy for district headquarters.

One copy for the Tahsil.

One copy for the Patwari.

One copy for the lessee.

Description of land.

District-----
 Tahsil-----
 Village (Chak)-----
 Squares Nos.-----
 Killas Nos.-----

(11) Deed of conveyance* for agricultural land in which proprietary rights have been purchased by the tenant in the Chunian, Lower Chenab and Lower Jhelum Colonies to whom no promise was made in the conditions of allotments that they will be permitted to acquire proprietary rights.

THIS INSTRUMENT OF CONVEYANCE made the----- day of----- in the year one thousand nine hundred and----- Between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and----- son of----- resident of----- in the----- District of the Punjab (hereinafter called the grantee) of the other part.

WHEREAS the grantor has agreed to grant and convey and----- son of-----, resident of----- in the----- District of the Punjab has agreed to take and purchase for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter appearing the land hereinafter more fully specified and described. NOW BEFORE THIS INSTRUMENT WITNESSETH that in consideration of the sum of Rs.----- paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges), and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement----- acres more or less and more particularly described in the schedule marked "A" and delineated and coloured red in the map or plan marked "B" hereunto annexed and signed by both parties in token of correctness to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees, underwood and agricultural produce of the said lands, but subject

* Prescribed in Financial Commissioner's letter No. 503-5-C., dated 5th February 1931.

nevertheless to the reservations, terms and conditions hereinafter set forth, and the grantor for himself, his successors and assigns, and the grantee for himself, his heirs, representatives and assigns, do hereby respectively covenant and agree to *abide* by each and all of the terms, conditions and reservations hereinafter set forth, that is to say—

(1) The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coal, earth-oils, gold-washings, and quarries in or under the lands hereby granted, and full right, power and authority, from time to time and at all times, to enter upon any part of the said land and to do all acts and things that may be necessary or expedient for the purpose of searching for, getting, carrying away, and enjoying any mines, minerals, coal, earth-oils, gold-washings, or quarries in or under the said lands, without leaving any vertical or lateral support for the surface or any building for the time being standing thereon: and it shall be lawful for any engineers, surveyors, agents, workmen or officers authorised in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved. Provided always that the grantor and his assigns shall make reasonable compensation to the grantee, his heirs, representatives, assigns, and his or their lessees, or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

(2) All rivers and streams and all rights of way and water and other easements (if any) subsisting in, on, or over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee, and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

(3) The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupier's rates in force or to be enforced on the—————canal and any arrear of any such tax, rate, cess, land revenue or canal occupiers' rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

(4) The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repair, in accordance with directions (if any) from time to time issued in that behalf by the Collector for the time being of—————District or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without

prejudice to any other power hereby conferred on or right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be, and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue.

(5) The grantee shall maintain, at his own cost, such establishment for the purposes of police, conservancy, and the like, in respect of the said lands as may be required by the general rules for the time being in force in that behalf: and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee it shall be lawful for the Collector of-----District, or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor) to appoint and maintain establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

(6) The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

(7) Village roads to provide communication between village sites and zamindari roads to provide access to each square (22 feet and $16\frac{1}{2}$ feet in width) respectively are delineated on the map or plan, hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the lots to be sold. But the purchaser has no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding 22 feet in width or alter the direction of any such existing road, and the purchaser shall be entitled to no compensation by reason of such action.

(8) It is hereby stipulated and agreed that if any purchaser requires a road to be made giving access to his land from a main or village road through the land of another purchaser, the Collector may on requisition signed by the purchaser acquire the land necessary for such road not exceeding $16\frac{1}{2}$ feet in width, at the cost of the purchaser requiring the road, and the purchaser of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

(9) It is hereby stipulated and agreed that the canal officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the purchaser shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer:

and under the provision of section 16 of the Northern India Canal and Drainage Act, VIII of 1875. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

(10) It is hereby stipulated and agreed that every purchaser shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each purchaser shall be final.

(11) In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation or, damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, wells, materials, or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

(12) In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part of clause thereof, except as heretofore provided in clause 10 the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

(13) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final and if the Local Government is of opinion that the grantee has committed a breach of this condition it may resume the grant or any portion thereof either temporarily or permanently and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for and on behalf of the Secretary of State for India in Council by _____ Collector of _____ District acting under the orders of His Excellency the Governor of the Punjab.	}	(Sd.) <i>Collector.</i>
Signed, sealed and delivered by the said— _____ Witness— { in the presence of _____ } es. { _____ } { _____ }	}	(Sd.).

(12) DEED OF CONVEYANCE for agricultural land in which a free grant of proprietary rights has been made to the tenant in a Punjab Canal Colony.

THIS INSTRUMENT OF CONVEYANCE made the _____ day of _____ in the year one thousand nine hundred and _____, between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and _____, son of _____, resident of _____, in the _____ District of the Punjab (hereinafter called the grantee) of the other part.

WHEREAS the grantor has agreed to grant and convey and _____, son of _____, resident of _____, in the _____ District of the Punjab has agreed to take subject to the terms and conditions hereinafter appearing the land, hereinafter more fully specified and described. Now THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed, the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement _____ acres more or less and more particularly described in the schedule marked "A" and delineated and coloured red in the map or plan marked "B" hereunto annexed and signed by both parties in token of correctness to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees, underwood and agricultural produce of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth, and the grantor for himself, his successors and assigns,

NOTE.—This deed is to be executed, stamped and registered at the cost of the vendee.

and the grantee for himself, his heirs, representatives and assigns, do hereby respectively covenant and agree to abide by each and all of the terms, conditions and reservations hereinafter set forth, that is to say—

(1) The grantor does not grant to the grantee and hereby expressly reserves unto himself his rights in all mines, minerals, coal, earth-oils, gold-washings and quarries in or under the lands hereby granted, and full right, power and authority, from time to time and at all times, to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for the purpose of searching for, getting, carrying away, and enjoying any mines, minerals, coal, earth-oils, gold-washings, or quarries in or under the said lands, without leaving any vertical or lateral support for the surface or any building for the time being standing thereon : and it shall be lawful for any engineers, surveyors, agents, workmen, or officers authorized in that behalf by the grantor or his assigns at all times to enter upon any part of the said lands and to do all acts and things that may be necessary or expedient for ensuring to the grantor or his assigns full and perfect enjoyment of the rights hereby reserved : Provided always that the grantor and his assigns shall make reasonable compensation to the grantee, his heirs, representatives, assigns, and his or their lessees, or tenants for all damage directly occasioned by the exercise of the rights hereby reserved.

(2) All rivers and streams and all rights of way and water and other easements (if any) subsisting in, on, or over the said lands are hereby expressly reserved unto the grantor and are not granted to the grantee, and the grantee shall not at any time obstruct or in any way interfere with any such rights of way or water or other easement.

(3) The grantee shall regularly and from time to time pay all general taxes and all local taxes, rates and cesses lawfully imposed on or payable in respect of the said lands or of proprietary rights therein, and the land revenue demand now or for the time being lawfully assessed on the said lands and the canal occupiers' rates in force or to be enforced on the————canal and any arrear of any such tax, rate, cess, land revenue or canal occupier's rate at any time existing shall, without prejudice to any other power hereby conferred on or right hereby reserved to the grantor, be forthwith recoverable from the grantee as a first charge upon the lands hereby granted according to the law and practice for the time being in force regarding the recovery thereof.

(4) The grantee shall at his own cost erect permanent marks on the lands hereby granted, demarcating correctly the boundaries and limits thereof, and will at all times maintain the same in good repair in accordance with the directions (if any) from time to time issued in that behalf by the Collector for the time being of———— District, or other proper officer. And in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the said Collector or other officer (without prejudice to any other power hereby conferred on or

right hereby reserved to the grantor) to cause such boundary marks to be erected or repaired as the case may be; and to recover the cost incurred thereby from the grantee as a first charge upon the lands hereby granted, in the manner for the time being provided for the recovery of an arrear of land revenue.

(5) The grantee shall maintain, at his own cost, such establishment for the purpose of police, conservancy, and the like, in respect of the said lands as may be required by the general rules for the time being in force in that behalf: and in the event of any default at any time in regard to the requirements of this condition on the part of the grantee, it shall be lawful for the Collector of _____ District or other proper officer (without prejudice to any other power hereby conferred on or right reserved to the grantor) to appoint and maintain such establishment, and to recover the cost thereof from the grantee as a first charge upon the lands hereby granted in the manner for the time being provided for the recovery of an arrear of land revenue or in the said rules.

(6) The grantor does not grant to the grantee and expressly reserves to himself the area of land covered by the main roads existing or proposed for construction as shown on the map or plan hereunto annexed and marked B, and no property therein is conveyed to the grantee.

(7) Village roads to provide communication between village sites and zamindari roads to provide access to each square (16½ feet in width in either case) respectively are delineated on the map or plan, hereunto annexed by way of schedule and marked annexure B, and such areas are included in the areas of the lots to be sold. But the grantee has no right of cultivation over any such area, and the Collector may, at his discretion, make any new roads not exceeding 16½ feet in width, or alter the direction of any such existing road, and the grantee shall be entitled to no compensation by reason of such action.

(8) It is hereby stipulated and agreed that if any grantee requires a road to be made giving access to his land from a main or village road through the land of another grantee, the Collector may on requisition signed by the grantee acquire the land necessary for such road not exceeding 16½ feet in width at the cost of the grantee requiring the road, and the grantee of the lot in which the land so to be acquired is situated shall surrender the land on receipt of the cost of the same calculated at the rate per acre at which the lot was purchased.

(9) It is hereby stipulated and agreed that the canal officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new water-course, or alter the direction of any existing water-course, and the grantee shall be entitled to no compensation by reason of such action except compensation for damage to standing crops. No water-course shall be constructed except with the approval of the Divisional or Sub-Divisional Canal Officer and under the provisions of section 16 of the Northern India Canal and Drainage Act,

VIII of 1873. In accordance with these provisions the cost as determined by the Divisional Canal Officer of all water-courses already constructed or hereafter constructed shall be recovered from all persons using the same in such manner and at such times as may be fixed by the general or special orders of Government.

(10) It is hereby stipulated and agreed that every grantee shall be bound to construct or pay for the construction of any bridge or bridges over any water-course crossing any district, village or zamindari road which the Collector may order to be built. It shall be in the discretion of the Collector to order the construction of such bridges as may be approved by him, or to have them constructed and to recover the costs from the persons interested. The Collector's decision as to the proportion of the cost of such bridges to be borne by each grantee shall be final.

(11) In the event of the grantee or any person holding the lands hereby granted or any part thereof from or under him committing any breach of any of the terms or conditions of this grant, or causing or permitting such breach to be committed, it shall be lawful for the grantor forthwith, or at any time thereafter, to cancel and revoke the same and to enter upon and resume possession of the lands hereby granted, and of all buildings, materials and things at the time of such resumption subsisting therein, under, or upon, and that without payment of any amount whatsoever by way of price, compensation, or damage to the grantee or to any other person whomsoever, in respect of any improvements which he or they may have made, or of any buildings, wells, materials or other things existing in or upon the said lands or any part thereof at the time of such revocation of this grant and resumption thereof.

(12) In the event of any dispute or disputes arising between the grantor and the grantee and their successors, representatives, and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions, or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, except as herebefore provided in clause 10, the decision in each case of the Commissioner for the time being of the Division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

(13) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and, if the Local Government is of opinion that the grantee has committed a breach of this condition, it may resume the grant, or any portion thereof, either temporarily or permanently, and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

In witness whereof the said parties have hereunto set their respective hands and seals the day and the year first above written.

Signed, sealed and delivered for and on behalf of the Secretary of State for India in Council by _____ District acting under the orders of His Excellency the Governor of the Punjab. } (Sd.)
Collector.

Signed, sealed and delivered by the said _____ } (Sd.)
in the presence of—
Witnesses _____

NOTE.—This deed is exempt from stamp duty, but can be registered at the option of the grantee on payment of Re. 1,—vide Senior Secretary to Financial Commissioner's letter No. 809-C, dated 28th February, 1933.

(13) Deed of Conveyance of land granted for certain purposes in respect of which proprietary rights have been purchased by the tenants in colony villages.

Schedule A.

DEED OF CONVEYANCE OF LAND GRANTED FOR residential sites
religious buildings
shop sites or flour mills

IN RESPECT OF WHICH PROPRIETARY RIGHTS HAVE BEEN PURCHASED BY THE TENANTS IN ALL CANAL COLONIES OF THE PUNJAB.

THIS indenture made _____ day of _____ 19____ between the Secretary of State for India in Council (hereinafter called the grantor) of the one part and _____, son of _____, resident of _____ in the _____ District of the Punjab (hereinafter called the grantee) of the other part.

Whereas the grantor has agreed to grant and convey to, and _____, son of _____, resident of _____ in the _____

district of the Punjab, has agreed to take and purchase for and in consideration of the price, in the manner and subject to the terms and conditions hereinafter appearing the lands hereinafter more fully specified and described. NOW THEREFORE THIS INSTRUMENT WITNESSETH that in consideration of the sum of Rs. _____

_____ paid by the grantee to the grantor (the receipt whereof the grantor hereby acknowledges), and of the covenant, terms and conditions hereinafter contained and by the grantee to be observed and performed the grantor doth hereby grant and convey unto the grantee the said lands, containing by admeasurement _____ marlas, more or less, and more particularly described in the schedule marked " A " and delineated and coloured red in the map or plan marked " B " hereunto annexed and signed by both parties in token of correctness, to have and to hold the said lands unto him the grantee, his heirs and assigns for ever absolutely and in full proprietary right, together with all trees and under-wood of the said lands, but subject nevertheless to the reservations, terms and conditions hereinafter set forth, and the grantor for himself his heirs, representatives and assigns do hereby respectively covenant and agree to abide by each and all of the terms hereinafter set forth, that is to say—

(1) The grantor reserves to himself all mines and minerals whatsoever in, under or upon the said land, with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same, at all such times and in such manner as the Local Government shall think fit, with power to carry out any surface or under-ground workings, and to let down the surface of all or any part of the said land and any buildings that may be erected thereon now or hereafter and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said lands for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exception and reservation hereinbefore contained. Provided that the grantee shall be entitled to receive from the Local Government such payment for the occupation by it of the surface and for the damage done to the surface or to buildings on the plot by such works or workings or letting down as may be agreed upon between the Local Government and the grantee or failing such agreement as shall be ascertained by reference to arbitration.

(2) The land is sold subject to the payment of land revenue, if duly assessed by proper authority. Such revenue will be payable at the rate of _____ per marla per annum, and is liable to enhancement at the discretion of the grantor at each re-assessment of the assessment circle in which the village is included.

(3) The grantee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said lands by competent authority.

(4) The grantee shall at all times keep and maintain the said residential house mosque or dharamsala shop or flour mill including the building, if any, in a proper state of repair and cleanliness and to the satisfaction of the Collector.

(5) The grantee shall not dig or cause to be dug any pit upon the said land.

(6) The grantee shall not use the said residential house mosque or dharamsala shop or flour mill to be erected on the said land as aforesaid for any purpose inconsistent with that for which the said land is hereby granted, i.e., for any purpose

other than that of a residential house mosque or dharamsala shop or flour mill.

(7) The grantor may by his officers and servants at all reasonable times and in a reasonable manner after 24 hours' notice in writing enter in or upon any part of the said land or building erected thereon for the purpose of ascertaining that the grantee has duly performed and observed the covenants and conditions to be by him performed and observed under those presents.

(8) The grantor shall have full right, power and authority at all times to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions, and reservations herein contained and to recover from the grantee as a first charge, upon the said land and the buildings thereon, the cost of doing all or any such act and things and all costs incurred in connection therewith or in any way relating thereto.

(9) The grantee shall be bound to be and to remain at all times of loyal behaviour and to render active support to Government and its officers in any time of trouble or disorder. The decision of the Local Government whether this condition has been violated by the grantee shall be final, and, if the Local Government is of opinion that the grantee has committed a breach of this condition, it may resume the grant, or any portion thereof, either temporarily or permanently and such resumption shall not affect any other penalty to which the grantee may be liable under these conditions or otherwise.

(10) In the event of the breach or non-observance by the grantee of any of the covenants herein on his part to be observed then, and in any such case, it shall be lawful for the vendor, notwithstanding the waiver of any previous cause or right for re-entry to enter into and upon the said land or building thereon or any part thereof in the name of the whole and to re-possess, retain and enjoy the same as of his former estate, and the grantee shall not be entitled to a refund of the purchase money or any part thereof or to any compensation whatsoever on account of such resumption.

(11) In the event of any dispute or disputes arising between the grantee and their successors, representatives and assigns or any of them as to the property and rights hereby reserved, or as to any matter incidental or in any way relating thereto, or as to any of the above terms and conditions except condition 9, or as to any compensation payable under this deed of grant, or as to the true intent or purport thereof, or of any part or clause thereof, the decision in each case of the Commissioner for the time being of the division (or of such other officer as may succeed to the duties of the Commissioner) shall be final and binding on both parties.

In witness whereof the said parties have hereunto set their respective hands or seals the day and the year first above written.

Signed, sealed and delivered for and on behalf of the Secretary of State for India in Council by _____ Collector of _____ district, acting under the orders of His Excellency the Governor of the Punjab. } (Sd.) _____ Collector.

Signed, sealed and delivered by the said _____ in the presence of _____.

Witness { _____

NOTE.—This deed is to be executed, stamped and registered at the cost of the vendee.

(14) Form of notice for the sale of shop sites in colony villages.

NOTICE.

WHEREAS _____, son of _____, resident of Chak No. _____ in tahsil _____ of district _____ is occupying land within the village site of Chak No. _____ is a tenant-at-will of the Punjab Government, therefore notice is hereby given that with effect from January 1st, 1934 rent will be charged for the land in question at the rates shown below, and the land will henceforth be deemed to have been allotted on the conditions set forth in Punjab Government Notification No. 837-C., dated the 1st March 1933, under section 10 of the Colonization of Government Lands (Punjab) Act V of 1912.

If the occupier prefers to purchase the land in proprietary right from Government, he will be permitted to do so at the rates shown in the Schedule below on the payment of Rs. _____ and upon executing a deed, to be stamped and registered at his expense, in the form prescribed in Punjab Government Notification No. 837-C., dated the 1st March 1933.

The right of purchase must be exercised before the end of December, 1933. Failing that rent will be charged in advance for the ensuing twelve months from January to December. The rent will be recovered with the Kharif instalment of the land revenue of the estate in the month of January or February.

(Sd.) _____

Collector,

_____ *District.*

Schedule.

Sites for shops or flour mills	.. At the rate of Rs. 2 rent per <i>marla</i> per annum and Rs. 25 per <i>marla</i> for purchase outright for sites in central <i>chauks</i> excluding <i>chauks</i> in menials' quarter and Re. 1 per <i>marla</i> per annum and Rs. 15 per <i>marla</i> for purchase outright for sites elsewhere.
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SECTION 3.—*RULES FOR THE GRANT OF TAKKAVI FOR REPLACEMENT OF BROOD MARES FOR MULE BREEDING IN THE LOWER CHENAB COLONY.

(a) When any colonist is bound to replace a branded mare he may apply to the Collector through the District Remount Officer for a *takkavi* advance of an amount considered suitable by the latter for the purchase of a mare or filly as desired by the District Remount Officer.

(b) If the colonist is himself able to make the purchase of a suitable mare without the further assistance of the District Remount Officer he may be given a *takkavi* advance by the Collector for the price considered reasonable by the District Remount Officer.

(c) If he is unable to make such a purchase by private treaty, he may apply to the Remount Officer with a view to purchasing a mare or filly, as decided by the latter.

(d) The District Remount Officer will maintain a list of all such applications and will if possible purchase mares or fillies to supply the requirements of applicants. He will not however be required to go beyond the limits of the colony for such replacements.

(e) The price paid for fillies by the District Remount Officer shall not exceed the maximum amount sanctioned for the purchase of young stock for the Remount Department.

(f) The District Remount Officer will be given a permanent advance for immediate payment for purchases and as soon as the mare or filly has been delivered to the purchaser he will communicate to the Collector the amount of the price and the cost of keep, transit, etc., until the time of delivery.

(g) The Collector will then debit the purchaser with a *takkavi* advance for the whole amount, and the advance made by the District Remount Officer will be replaced by transfer debit.

(h) If the mare or filly dies between the time of purchase and of delivery to the purchaser, the sums disbursed by the District Remount Officer shall be written off as irrecoverable, and no *takkavi* advances shall be debited to the purchaser but the District Remount Officer will be reimbursed as in rule (g) above.

(i) †The *takkavi* advances will be recovered from the purchaser in instalments spread over three years, and rate of interest will be $7\frac{7}{8}$ per cent. per annum.

*Sanctioned in P. G. letter No. 1358-7-C., dated 23rd March, 1932.

†The maximum period for the repayment of these advances has been extended to ten years,—vide Punjab Government letter No. 3576-C, dated 29th September 1932.

(j) The Lower Bari Doab Colony will have the first claim on its own fillies for the purposes of the replacement of branded mares.

	Rs.	Rs.
10½ to 12 months old from	200	to 240
12 to 18 ditto	240	to 360
18 to 24 ditto	360	to 400
24 to 30 ditto	400	to 500
30 to 36 ditto	500	to 600

and so on up to a limit of five years of age.

NOTE.—Agreements for the repayment of these *takkavi* advances need not bear any Stamp,—vide P. G. letter No. 2401-D., dated 8th June 1926.

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अवधि सं०

ACC. No. ~~649~~.....

वर्ग सं.

पुस्तक सं.

Class No..... Book No.

लेखक

Author..... Wac. F. B.

शीर्षक

Title..... The Punjab colony
manual.

33.3

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