

GAZETTEER  
OF THE  
CHENAB COLONY,  
1904.

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AUTHORITY OF THE PUNJAB GOVERNMENT.

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## PREFACE.

IN accordance with recent orders a Gazetteer should ordinarily be divided into two parts, A, the text, and B, statistics. In the present instance, however, as the Colony is not a separate district, it is impossible to obtain such statistics as are ordinarily available concerning district administration, and even if they could be obtained they would be so ephemeral as to be practically valueless. Thus the Census tables, which were compiled separately for the Colony, are already hopelessly out of date. There will, moreover, be no revised edition of the Colony Gazetteer, and for these reasons it has been decided by Government to dispense altogether with Part B. Such statistics, therefore, as are available, have been included in the text by way of illustration, but they possess little permanent value, and if not already obsolete, will rapidly become so, either owing to natural development, or extensions of the canal or changes of administrative boundaries, such as the impending constitution of the new Lyallpur District.

The text again will be found to lack all the wealth of exhaustive detail usually found in District Gazetteers, to which it stands rather in the position of a supplement than of a separate volume. To import into it voluminous extracts from other Gazetteers concerning the origin, history, customs and characteristics of all the tribes which go to form the Colony population would be a work of mere supererogation. Such knowledge has been largely assumed, and an endeavour has been made to eliminate, so far as may be consistent with lucidity, all information which is not peculiar to the Colony and can be found in other volumes. Much even of the information actually included in the text can be little more permanent than the statistics. Even during the short period of its compilation many alterations have been necessitated by the issue of fresh orders or new developments, while anticipated legislation will, when accomplished, involve numerous changes in the present position. At the best, therefore, the Gazetteer can only be considered in the light of a very ephemeral exposition of the condition of affairs as they now stand, the only excuse which can be offered for its production is the possibility that it may afford some general knowledge of the Colony which is not at present elsewhere available.

Considerable use has been made of the Gazetteers of Jhang, Montgomery and Multán, and cordial thanks are due to many officers who have assisted with valuable contributions. These have usually been acknowledged in the text, but the author is particularly indebted to Mr. L. French, c.s., the Assistant Colonization Officer, who has himself supplied all the information relative to agriculture and much of that regarding other subjects too numerous to detail. Acknowledgments are also due to Mr. H. A. Rose, i.c.s., who has undertaken to put the Gazetteer through the Press.

*The 22nd April 1904.*

ERRATA.

Page.	Para.	Line.	
6	4	1	For places read place.
10	11	3	" erected read erected.
17	3	1	" tribe read tribes.
28	10	1	" non-existent read non-existent.
24	4	1	" dwelling read dwelling.
26	1	6	" Bhatgnwala read Bhailanwala.
27	9	11	" then read than.
30	3	3	" thus read thus.
31	3	9	" equali read quali.
31	3	17	" practicatly read practically.
37	8	1	" pr ephesy read prophesy.
38	11	4	" saefguard read safeguard.
43	3	2	" well-drivers read well-divers.
43	6	3	" cause read causes.
44	1	3	" latter read later.
44	6	4	" is a landlord read is landlord.
48	5	17	" cocurred read occurred.
55	8	1	" contral read central.
56	4	3	" Qizil-bash's read Qizil-bashes.
64	4	1	" alkaline line salt read alkaline salt.
65	4	2	" slant-handed read slant handled.
69	3	2	" carts-load read cart-loads.
72	2	2	" tied to central read tied to a central.
72	2	8	" whlie read while.
73	2	5	" appears read appear.
73	9	6	" parrows read sparrows.
78	3	8	" proverb rus read proverb runs.
84	4	7	" is required to read is required for.
90	4	2	" at read as.
94	1	9	" in the which read in which.
95	3	7	" caproic read capric.
95	5	12	" bank of river read bank of the river.
102	2	10	" (bhari) read bhari.
103	2	8	" There read Their.
107	1	8	" Hindu read Hindus.
109	last	2	" chwals read chawals.
111	8	6	" extensions read exertions.
112	1	4	" seedling read seedlings.
119	5	7	" or read are.
119	5	7	" there read the.
125	6	1	" invested read infested.
132	4	5	" cultivated read cultivation.
135	1	1	" negligable read negligible.
136	4	2	" Half-a-square read half a square.
140	1	28	" clothings read clothing.
141	1	1	" prouide read provide.
143	2	7	" malik na read malikana.
145	1	9	" negligable read negligible.
151	2	2	" linese read lines.
151	1	20	" rents. An area read rents, an area.
152	3	11	" headquarter read headquarters.
153	2	12	" colse read close.
154	3	1	" Incomc-tax read Income-tax.
155	heading		" canel read canal.
158	3	7	" to succeed read who succeed.
160	3	8	" mile read mille.
163	2	2	" Mahammadans read Muhammadans.
163	7	2	" Municipal read Muncipal.
viii	2	4	" statisfaction read satisfaction.
x	21	8	" Counil read Council.
xiv	1	2	" ontered read entered.
xix	17	3	" concerns read concerns,
xix	17	3	" it read in.
xx	20	2	" representative read representatives
xxviii	9	4	" state read estate.
xxxviii	8	19	" kadmas read Kadams.
xxxix	1	3	" Indian read India.
xliv	2	6	" yaer read year.
lxix	2	10	" succceeding read succeeding.
lxxx1	2	7	" costs read cost.
e	1	15	" description read described.

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11 c	Ditto Gugera and Burala ditto } Showing date of imposition of owner's rate and of enhancement of <i>málikána</i> .
12	Rules for remission on account of failed crops ( <i>Kharába</i> ).
13	Rules for assessment of revenue on village sites ( <i>Kiráya Tah Zamáni</i> ).
14 a	Rakh Branch village site: plan.
14 b	Jhang ditto ditto.
14 c	Gugera ditto ditto.
14 d	Extensions ditto ditto.
14 e	Camel Service ditto ditto.
15 a	Form of deed for factory sites (old).
15 b	Ditto ditto (revised)
16	Form of deed for sites in Civil Station of Lyallpur.

# APPENDIX 1.

## ACT III OF 1893.

PASSED BY THE GOVERNOR-GENERAL OF INDIA IN COUNCIL.

(Received the assent of the Governor-General on the 3rd February 1893).

### An Act to provide for the grant of Special Tenancies in certain Government lands in the Punjab.

WHEREAS it is expedient to provide for the grant by the Government of special tenancies in certain lands in the Punjab which are the property of the Government and are wholly or partly irrigable from Government canals; It is hereby enacted as follows:—

1. (1) This Act may be called the Government Tenants (Punjab) Act, 1893. Short title, extent and commencement.
- (2) It extends to the territories for the time being administered by the Lieutenant-Governor of the Punjab; and
- (3) It shall come into force at once.
2. In this Act, unless there is something repugnant in the subject or context, "Deputy Commissioner" includes also any officer appointed by the Local Government to perform all or any of the functions of the Deputy Commissioner under this Act. Definition.
3. The Local Government may, by notification in the official Gazette, apply the provisions of this Act to any tract of land which is the property of the Government and is wholly or partly irrigable from a canal the property of the Government. Application of Act.
4. When this Act has been so applied to any tract, the Local Government may issue a statement or statements of the conditions on which it is willing to grant to tenants lands situate in such a tract. Issue of statements of conditions of tenancies.
5. (1) When any such statement has been issued for any tract, the Deputy Commissioner shall, in manner hereinafter provided, open and maintain for such tract a register or registers of tenancies granted on the conditions prescribed in such statement. Maintenance of register of tenancies.
- (2) Every such register shall have prefixed thereto a copy of the statement of conditions to which it relates and shall be in such form and shall contain such particulars as to the tenancies registered therein as the Local Government may prescribe.
6. (1) Before a tenancy is granted to any person in any such tract, the prescribed particulars regarding the proposed grant shall be duly entered in the appropriate register, and the entry shall be signed by the proposed tenant and by the Deputy Commissioner. Entry in register and signature thereof on grant of tenancy.
7. When any entry in any such register has been so signed as directed in the last foregoing section, the person signing the same as proposed tenant and his successors in interest shall, notwithstanding any previous agreement or anything contained in the Punjab Tenancy Act, 1887, or the Hazára Tenancy Regulation, 1887, or any other enactment now in force, be deemed to have accepted and to hold the lands described in such entry as a tenant from the Government on the conditions prescribed in the statement prefixed to such register. Effect of signature of entry.
8. The rights or interests vested in a tenant by or under this Act shall not be capable of being attached or sold in execution of a decree or order of any court or in any insolvency proceedings, nor shall they or any of them, without the previous consent in writing of the Financial Commissioner, be transferred or charged by any sale, gift, mortgage or other private contract. Transfer of rights of tenants.
9. All sums due to the Government in respect of tenancy granted in pursuance of this Act shall be recoverable as if they were arrears of land revenue due from the tenant in respect of such tenancy. Sums due in respect of tenancy recoverable as arrears of land revenue.

**APPENDIX 2 (a).**

*Punjab Government No. 101, dated 12th August 1896.*  
 Revenue (Irrigation) Department, August 1896, Nos. 1—11.

**No. 8.**

Enclosure  
 to Financial  
 Commissioner's  
 No. 323, dated  
 27th April  
 1896.

**Statement of Conditions on which Government is willing to  
 grant to a tenant of the peasant class lands situated on the  
 Chenab Canal.**

WHEREAS by notification published in the *Punjab Government Gazette* No. 99, dated 12th August 1896, the provisions of Act III of 1893, the Government Tenancies (Punjab) Act, have been applied to a certain tract of land the property of Government, and wholly or partly irrigable from the Rakh and Mián Ali Branches of the Chenáb 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.

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.

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 of Act III of 1893 regarding the 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.

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 rights of the public to use existing thoroughfares traversing the said lands or any part thereof including a width of  $1\frac{1}{2}$  *kadzms* 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 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 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.

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 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 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 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 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, occupier's rates, land revenue, *málíkána* or cesses shall be payable by the tenant.

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.

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 or under any track law or rules for the time being in force in the Punjab.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupier's rates, *málíkána* 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.

For a period of twenty years from the 1st of April 1892, and thereafter until altered by the Punjab Government or other competent authority, the land revenue assessment, owner's rate and cesses in respect of the said land shall be as follows:—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupier's rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for a period of ten years from the date entered in column 8 of the entry in the register maintained under Act III of 1893, which concerns the tenancy, and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate for ten years from the date entered in column 9 of the entry in the said register concerning the tenancy and (b) the whole demand on account of land revenue, occupier's rates, *málikána* and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after the date entered in column 8 of the entry in the said register concerning the tenancy; and

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

- (2) it shall be in the option of the Deputy Commissioner or any other officer empowered by the Punjab 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.

Provided, also, that if the tenant shall obtain a right of occupancy under clause 18 of this statement of conditions in respect of the said lands or any part thereof, he shall never pay *málikána* on account of the lands in respect of which he obtains such right of occupancy at a rate exceeding eight annas per rupee on land revenue and owner's rate.

13. The tenant may use for his own *boná 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.

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 *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 19.

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 sections of that 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.

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 land other than those specified in clause 5, hereof. Provided that no water-course shall be made on a plan or in a position dis-



approved 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.

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.

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.

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.

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.

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 authorized 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.

No. 9.

Register of Peasant 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
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).	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>malikāna</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 first April 1892, or the date on which irrigation from the Chenáb Canal is first given to the village wherein the lands are situated, whichever is the later date.

## APPENDIX 2 (b).

*Punjab Government No. 101, dated 12th August 1896.*

Revenue (Irrigation) Department, August 1896, Nos. 1—11.

No. 10.

**Statement of Conditions on which Government is willing to grant land situated on the Chenáb Canal to tenants of the Mazhabi Sikh Class selected for such grants under the orders of His Excellency the Commander-in-Chief from the 23rd, 32nd and 34th Pioneer Regiments.**

WHEREAS by notification published in the *Punjab Government Gazette*, No. 99 dated 12th August 1896, the provisions of Act III of 1893, the Government Tenancies (Punjab) Act have been applied to a certain tract of land the property of Government, and wholly or partly irrigable from the Rakh and Mián Ali Branches of the Chenáb Canal, and whereas Government is willing to grant a part of the said tract to tenants of the Mazhabi Sikh class selected for such grants 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:—

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.

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.

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 twenty years from the date entered in respect of each tenancy in column 8 of the entry in the register maintained under Section 5 of Act III regarding the tenancy.

4. When 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.

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  $1\frac{1}{2}$  *kardims* 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.

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.

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 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 lands resumed by the 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, *málikána* or cesses shall be payable by the tenant.

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.

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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For a period of twenty years from the 1st of April 1892, and thereafter until altered by the Punjab Government or other competent authority, the land revenue assessment, owner's rate, and cesses in respect of the said lands shall be as follows :—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest ;

(b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest ;

(c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873 ; and he shall pay *málikána* for each acre cultivated with a crop at any harvest at the rate of four annas per acre for that harvest for the term of the tenancy.

Provided that—

- (1) Government will remit (a) the whole demand on account of owner's rate for ten years from the 1st of April 1892, (b) the whole demand on account of land revenue, *málikána*, and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year after the date entered in column 8 of the entry in the register maintained under Act III of 1893 which concerns the tenancy, and (c) the whole demand on account of occupier's rate during the first year, and one-half of the demand on account of the same rate during the second year after the date entered in column 9 of the entry in the said register concerning the tenancy ;

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

- (2) it shall be in the option of the Deputy Commissioner or any other officer empowered by the Punjab 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 :

Provided also, that if the tenant shall obtain a right of occupancy under clause 18 of this statement of conditions in respect of the said lands or any part thereof, he shall never pay *málikána* on account of the lands in respect of which he obtains such right of occupancy, at a rate exceeding eight annas per rupee on land revenue and owner's rate.

13. The tenant may use for his own *boná 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.

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 *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 19.

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.

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 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.

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.

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 tenants 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.

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.

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.

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 authorized 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.

No. II.

Register of Tenancies of the *Mazhi Sikh Class* granted under Act III of 1893 in *Muzza*

BRANCH OF CANAL

RAJBAHA

Minor

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

Column 7.—The date of 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 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 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.

## APPENDIX 2 (c).

*Punjab Government No. 62, dated 5th June 1897.*

### Statement of Condition on which Government is willing to grant to tenants of the Yeoman Class land situated on the Chenab Canal.

WHEREAS by Notification published in the *Punjab Government, Gazette*, No. 39, 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 Mián Ali Branches of the Chenáb Canal, and whereas Government is willing to let a part of the said tract to tenants of the yeoman class on payment of a *nazaraná* 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:—

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.

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.

3. All tenancies granted on the condition 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 twenty years from the date entered in respect of each tenancy in column 10 of the entry in the register maintained under Section 5 of Act III of 1893 regarding the 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 remission 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 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 easement 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  $1\frac{1}{2}$  *kadam*s on either side of the 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.



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.

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 the resumption.

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 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, as calculated and fixed by the Deputy Commissioner; and he shall pay to the Deputy Commissioner the second moiety of *nazarána* 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.

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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For a period of twenty years from the 1st April 1892, and thereafter until altered by the Punjab Government or other competent authority, the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows:—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873, and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for a period of ten 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 thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate for ten years from the date entered in column 11 of the entry in the said register concerning the tenancy, and (b) the whole demand on account of land revenue, occupiers' rates, *málikána* and cesses for the first year, and one-half of the demand under the afore-said heads for the second year after the date entered in column 10 of the entry in the said register concerning the tenancy; and

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

- (2) it shall be in the option of the Deputy Commissioner or any other officer empowered by the Punjab Government to assess the, afore-mentioned 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.

13. The tenant may use for his own *boná 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.

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 *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 19.

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 Districts.

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 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.

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 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 land under cultivation to the extent of one-half thereof.

18. 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 málikána leviabie 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 málikána but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 15, 17, 19 and 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.

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.

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 authorized 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 Yeoman 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	17	
Khata No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey number of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance and date of payment.	Nazarana.		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.	Date from which the period of remissions of owner's rate [clause 12, proviso 1 (2)] 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.

## APPENDIX 2 (d).

*Punjab Government No. 62, dated 5th June 1897.*

**Statement of Conditions on which Government is willing to grant to tenant of the Capitalist class land situated on the Chenab Canal.**

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 Mián Ali Branches of the Canal, and whereas the Government is willing to grant a part of the said tract to tenants of the capitalist class on payment of a *nazarána*, 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 *nazarána* 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.

2. In this statement—

(a) "the lands" and "the saids 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.

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 of Act III of 1893 regarding the 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.

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 the 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.

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.

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 the resumption.

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.

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 from 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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For a period of twenty years from the 1st April 1892 and thereafter until altered by the Punjab Government or other competent authority the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows:—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Acts 1873, and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for a period of ten 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 thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate for ten years from the date entered in column 11 of the said entry in the said register concerning the tenancy, (b) the whole demand on account of land revenue, occupiers' rates, *málikána* and cesses for the first year, and one-half of the demand under the aforesaid heads for the second year after the date entered in column 10 of the entry in the said register concerning the tenancy; and

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

- (2) it shall be in the option of the Deputy Commissioner or any other officer empowered by the Punjab 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.

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.

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 persons other than the Government in the Gujránwála, Jhang or Montgomery Districts.

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 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.

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.

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 it 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 *málikána* 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 *málikána* but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 14, 16, 18 and 19 of this statement.

xx

CHENÁB COLONY. ]

[ APPENDIX 2 (d).

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, the Government may forthwith without payment of any compensation whatever resume and repossess the whole of the said lands.

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.

20. In every part of this statement the term "the tenant" shall be deemed to include the tenant, his heirs and legal representative: 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 authorized 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	17
Khata No.	Name of tenant, with parentage, caste or tribe in what district, tahsil and village formerly resident.	Survey number of squares.	Net area of tenancy after deduction of reserved areas (if any).	Cost of survey payable at entrance, and date of payment.	Nasarana 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 8) and the period of remissions of land revenue, occupier's rate, madikana and cesses (clause 12) are counted.	Date from which the period of remissions of owners 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 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.

## APPENDX 3 (a).

*Punjab Government No. 59, dated 17th April 1897.*

### Statement of Conditions on which Government is willing to grant to a tenant of the peasant class lands situated on the Chenab Canal.

WHEREAS by Notifications published in the *Punjab Government Gazette* Nos. 26 of 29th June 1897, 66 of 13th July 1898 and 36 of 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 Bhowána Branches of the Chenáb 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.

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.

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 of Act III of 1893 regarding the 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.

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.

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 land and all parts thereof.

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.

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 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 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 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, *málikána* or cesses shall be payable by the tenant.

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.

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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_ and thereafter until altered by the Punjab Government or other competent authority the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows —

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873 ; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the day of , and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate until the day of

\* The date will be the same as that to be fixed above for enhancement of *málikána*. and (b) the whole demand on account of land revenue, occupiers' rates, *málikána* and cesses during the first year and one-half of the demand under the aforesaid heads during the second year, after the date entered in column 8 of the entry in the register maintained under Act III of 1893, which concerns the tenancy ;

NOTE.—For the purpose of calculating *málikána* 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 Punjab 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 :

Provided also, that if the tenant shall obtain a right of occupancy under clause 18 of this statement of conditions in respect of the said lands or any part thereof, he shall never pay *málikána* on account of the lands in respect of which he obtains such right of occupancy at a rate exceeding eight annas per rupee on land revenue and owner's-rate.

13. The tenant may use for his own *boná 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.

14. The portion of the area of the *m. nza* 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 *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 19.

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.

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 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.

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.

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.

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 re-possess the whole of the said lands.

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.

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: JHANG AND BHOWANA

RAJBAHA

Minor

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Serial No.	Name of tenant, with parentage, caste or tribe, in what district, tahsil and village formerly resident.	Survey number of square or squares.	Net area of tenancy after deduction of reserved area (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 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.	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 up fault of the proposed tenant at the time of allotment, or in which irrigation was not available at the time of entry into possession.

## APPENDIX 3 (b).

*Punjab Government No. 698, dated 13th July 1897.*

**Statement of conditions on which Government is willing to grant to tenants of the yeoman class land situated on the Chenab Canal.**

WHEREAS by Notifications published in the *Punjab Government Gazette* Nos. 26 of 29th June 1897, 66 of 13th July 1898 and 36 of 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 Bhowána Branches of the Chenáb Canal, and whereas Government is willing to let a part of the said tract to tenants of the yeoman class on payment of a *nazarána* 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:—

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.

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.

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 of Act III of 1893 regarding the 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.

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 land (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 the 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.

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.

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 the 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 2 *kadavns* 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 owners' rates, occupiers' rates, land revenue *málikána* or cesses shall be payable by the tenant.

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 state 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 *nazarána* due in respect of the said lands within the 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.

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.

12. The tenant shall pay when due all land revenue assessments, owners' rate, occupiers' rates, *málikána* 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.

For the period up to and until the                      day of                      and thereafter until altered by the Punjab Government or other competent authority the land revenue assessment, owner's-rates and cesses in respect of the said lands shall be as follows:—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.



The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government, from time to time, by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the day of and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) 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, *málikána*, and cesses for the first year, and one-half of the demand under the aforesaid heads for the second year, after the date entered in column 10 of the entry in the said register concerning the tenancy ;

*Note.*—For the purpose of calculating *málikána* 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 Punjab 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.

13. The tenant may use for his own *bond fide* private purposes connected with the cultivation or reclamation of the said land 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.

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 favor to graze his cattle upon it, and with the permission of the Deputy Commissioner, 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 it. Any infringement of this prohibition shall be regarded as a breach of the stipulations of this statement within the meaning of clause 19.

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.

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 other persons than the Government in the Gujranwála, Jhang or Montgomery Districts.

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 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.

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.

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 *málikána* 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 6½ 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 *málikána*, but subject to all the conditions and stipulations herein contained in clauses 5, 6, 7, 12, 15, 18, 20 and 21 of this statement.

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 re-possess the whole of the said lands.

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 any-wise 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.

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 successor and assigns, and also every person duly authorized 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 Yeoman Tenancies granted under Act III of 1893 in Mauza*  
**BRANCH OF CANAL: JHANG AND BHOWANA**  
**BARBAH**  
*Minor*  
**District**

1	Khata No.	
2	Name of tenant, with parentage, caste or tribe, in what District, talsil and village formerly resident.	
3	Survey number of squares.	
4	Net area of tenancy after deduction of reserve areas (if any).	
5	Cost of survey payable at entrance, and date of payment.	
6	<i>Nasirana.</i>	Payable at entrance and date of payment.
7		Payable five years after entrance and date of payment.
8	Date of allotment.	
9	Date of commencement of tenancy.	
10	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.	
11	Signature of tenant.	
12	Signature of Deputy Commissioner.	
13	Remarks.	
14	Whether conditions of grant have been fulfilled after three years.	
15	Whether conditions of grant have been fulfilled after five years.	
16	Orders regarding acquisition of proprietary rights.	
17		

Column 9.—The date of commencement of the tenancy will be the date on which the tenant signs the register in column 11.

Column 11.—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.

## APPENDIX 3 (c).

*Punjab Government No. 698, dated 13th July 1897.*

**Statement of Conditions on which Government is willing to grant to tenants of the capitalist class land situated on the Chenab Canal.**

WHEREAS by Notifications published in the *Punjab Government Gazette* Nos. 26 of 29th June 1897, 66, of 13th July 1898, 36 of 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 Bhowána Branches of the Canal, and whereas the Government is willing to grant a part of the said tract to tenants of the capitalist class on payment of a *nazarána*, 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 *nazarána* 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.
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, Act III of 1893.
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 of Act III of 1893 regarding the 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.
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 land or any part thereof including a width of  $1\frac{1}{2}$  *kadams* on either side of the 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.

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.

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 the 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, *málikána* or cesses shall be payable by the tenant.

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.

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.

12. The tenant shall pay, when due, all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_ and thereafter until altered by the Punjab Government or other competent authority the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows:—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;

- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's-rate for the period up to and until the day of \_\_\_\_\_ and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate until the \_\_\_\_\_ day of \_\_\_\_\_ \*  
 \* The date will be the same as that to be fixed above for enhancement of *málikána*.  
 and (b) the whole demand on account of land revenue, occupiers'-rates, *málikána* and cesses for the first year, and one-half of the demand under the aforesaid heads for the second year after the date entered in column 10 of the entry in the said register concerning the tenancy;

Note.—For the purpose of calculating *málikána* 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 Punjab 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.

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 land.

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.

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 Gujranwála, Jhang or Montgomery Districts.

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 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.

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.

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 here in 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 *málikána* 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 *málikána* but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 14, 17, 19, and 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.

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.

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 of 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 authorized 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: JHANG AND BHOWANA.

RAJBAHA

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 which District, tahsil and village formerly resident.	Survey number of squares.	Net area of tenancies after deduction of reserved area (if any).	Cost of survey payable at entrance, and date of payment.	Nazarana 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>matikana</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 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.



## APPENDIX 4 (a).

*Punjab Government No. 46, dated 29th April 1898.*

**Statement of Conditions on which Government is willing to grant to a tenant of the peasant class lands situated on the Chenab Canal.**

WHEREAS by Notification published in the *Punjab Government Gazette* No. 36, dated 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 Gugeru and Baralla 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.

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.

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 of Act III of 1893 regarding the 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.

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.

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.

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.

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 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 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 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 *kadmas* 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, *málikána* or cesses shall be payable by the tenant.

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.

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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_ and thereafter until altered by the Punjab Government or other competent authority the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows :—

- (a) land revenue for each acre cultivated with a crop at any harvest, 8 annas for that harvest ;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest ;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenants shall pay occupier's rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern Indian Canal and Drainage Act, 1873; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the day of \_\_\_\_\_, and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate until the \_\_\_\_\_ day of \_\_\_\_\_ \*  
 \* The date will be the same as that to be fixed above for enhancement of *málikána*. and (b) the whole demand on account of land revenue, occupiers' rates, *málikána* and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after the date entered in column 8 of the entry in the register maintained under Act III of 1893, which concerns the tenancy ;

Note—For the purpose of calculating *málikána* 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 Punjab 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.

Provided also, that if the tenant shall obtain a right of occupancy under clause 18 of this statement of conditions in respect of the said lands or any part thereof, he shall never pay *málikána* on account of the land in respect of which he obtains such right of occupancy at a rate exceeding eight annas per rupee on land revenue and owner's rate.

13. The tenant may use for his own *boná 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.

14. The portion of the area of the *mausa* 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 *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 19.

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.

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 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.

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.

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 therein contained, the following only excepted, namely, clauses 8 and 9.

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 whatsoever resume and re-possess the whole of the said lands.

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.

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  
 BRANCH OF CANAL  
 RAJBAHA  
 Minor

District

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Serial 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).	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, occupiers' rates, <i>mltikana</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.

## APPENDIX 4 (b).

*Punjab Government No. 46, dated 29th April 1898.*

**Statement of Conditions on which Government is willing to grant to tenants of the Yeoman Class land situated on the Chenab Canal.**

WHEREAS by Notification published in the *Punjab Government Gazette* No. 36, dated 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 Chenáb Canal, and whereas Government is willing to let a part of the said tract to tenants of the yeoman class on payment of a *nazarána* 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:—

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.

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.

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 of Act III of 1893 regarding the 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.

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 land (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 the 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.

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.

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 the 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, *málikána* or cesses shall be payable by the tenant.

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 *nazarána* due in respect of the said lands within the 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.

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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_ and thereafter until altered by the Punjab Government or other competent authority, the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows:—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873, and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the day of \_\_\_\_\_ and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) Government shall remit (a) the whole demand on account of owner's rate until the\* \_\_\_\_\_ day of\* \_\_\_\_\_ and  
 \* The date will be the same as that to be fixed above for enhancement of *málikána*. (b) the whole demand on account of land revenue, occupiers' rates, *málikána* and cesses for the first year, and one-half of the demand under the aforesaid heads for the second year, after the date entered in column 10 of the entry in the said register concerning the tenancy ;

NOTE.— For the purpose of calculating *málikána* 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 Punjab 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.

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.

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.

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.

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 other persons than the Government in the Gujránwála, Jhang or Montgomery Districts.

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 land other than those specified in clause 5 hereof. Provided that no water-course shall be made on a plain 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.



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.

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 *málikána*, 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, a sum equal to ten times the amount of the highest rates of owner's rate, land revenue and *málikána*, 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 and 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 clauses 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-clauses 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.

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 land 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.

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 authorized 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 Yeoman Tenancies granted under Act III of 1893 in Mauza  
 BRANCH OF CANAL—GUGERA AND BURAILA.  
 RAJBARA  
 Minor

District

1	Khata No.
2	Name of tenant with parentage, caste or tribe, in what District, Tahsil and village formerly resident.
3	Survey number of square or squares.
4	Net area of tenancy after deduction of reserved areas (if any).
5	Cost of survey payable at entrance and date of payment.
6	Naxarind.
7	
8	Payable five years after entrance, and date of payment.
9	Date of allotment.
10	Date of commencement of tenancy.
11	Date from which the term of tenancy (clause 3) and the period of remissions of land revenue, occupier's rate, <i>mālikāna</i> and cesses (clause 12) are counted.
12	Signature of tenant.
13	Signature of Deputy Commissioner.
14	Remarks.
15	Whether conditions of grant have been fulfilled after three years.
16	Whether conditions of grant have been fulfilled after five years.
17	Orders regarding acquisition of proprietary rights.
18	

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.

## APPENDIX 4 (c).

*Punjab Government No. 46, dated 29th April 1898.*

### Statement of Conditions on which Government is willing to grant to tenants of the Capitalist Class land situated on the Chenab Canal.

WHEREAS by Notification published in the *Punjab Government Gazette* No. 36, dated 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 Canal, and whereas the Government is willing to grant a part of the said tract to tenants of the capitalist class on payment of a *nazarána*, 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 *nazarána* 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.

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, Act III of 1893.

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 of Act III of 1893 regarding the 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.

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 land or any part thereof, including a width of  $1\frac{1}{2}$  *kardams* 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.

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.

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 the 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, *málikána* or cesses shall be payable by the tenant.

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.

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.

12. The tenant shall pay, when due, all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the                    day of                    and thereafter until altered by the Punjab Government or other competent authority, the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows :—

- (a) land revenue for each acre cultivated with a crop at any harvest, eight annas for that harvest ;
- (b) owner's rate for each acre irrigated from the canal for a crop at any harvest, one rupee for that harvest ;
- (c) cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Punjab Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the day of \_\_\_\_\_ and thereafter for the next ten years at the rate of six annas per rupee.

\* Provided that—

- (1) 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, *málikána*, and cesses for the first year, and one-half of the demand under the aforesaid heads for the second year after the date entered in column 10 of the entry in the said register concerning the tenancy;

NOTE.—For the purpose of calculating *málikána* 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 Punjab 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.

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 land.

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.

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 Gujránwála, Jhang or Montgomery Districts.

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 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.

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 land under cultivation to the extent of one-half thereof.

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 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 *málikána* 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 *málikána* but subject to all the conditions and stipulations contained in clauses 5, 6, 7, 12, 14, 17, 19 and 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.

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.

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 authorized 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 1898 in Mauza*

District

BRANCH OF CANAL—GUDGERA AND BURAILA.

RAJBARA

Minor

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<i>Khata</i> No.	Name of tenant, with parentage, caste or tribe, in what District, Tahsil and village formerly resident.	Survey number of squares.	Net area of tenancy after deduction of reserved area (if any).	Cost of survey payable at entrance, and date of payment.	<i>Nazarāna</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>mālikāna</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 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; as 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.



## APPENDIX 5.

*Punjab Government No. 959, dated 3rd October 1901.*

**Statement of Conditions on which Government is willing to grant to a camel-owning tenant lands situated on the Chenab Canal.**

WHEREAS by Notification published in the *Punjab Government Gazette* No. 36, dated 9th April 1903, the provisions of the Government Tenants (Punjab) Act, 1893, have been applied to a certain tract of land, the property of the Government, and wholly or partly irrigable from the Gugeru and Buralla 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:—

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 of Conditions.

2. 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 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 Government Tenants (Punjab) Act, 1893; (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, 1893; (e) "Improvements" shall be deemed to mean improvements as defined in Section 4 (19) of the Punjab Tenancy Act, 1887.

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, 1893, 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.

4. On the death of the tenant the Local Government shall have power to select an heir or heirs of 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.

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 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 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 Colonisation Officer or Deputy Commissioner.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and 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.

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.

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 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 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, occupier's rate, land revenue, *málikána* or cesses shall be payable by the tenant.

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.

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.

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 enroll 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 to be 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 Chaudhri or Lambardár, 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.

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 Rs. 7 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 Chenáb 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 purposes 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 situate.

14. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_, and thereafter until altered by the Local Government or other competent authority the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows:—

- (a) Land revenue for each acre cultivated with a crop at any harvest—eight annas for that harvest.
- (b) Owner's rate for each acre irrigated from the canal for a crop at any harvest—one rupee for that harvest.
- (c) Cesses at the rate of four annas per rupee on land revenue and owner's rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Local Government, from time to time, by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_, and thereafter for the next ten years at the rate of six annas per rupee.

Provided that—

- (1) the Local Government shall remit (a) the whole demand on account of owners'-rate until the\* day of\* , and (b) the whole demand on account of land revenue, occupier's-rates, *málikána*, and cesses during the first year, and one-half of the demand under the aforesaid heads during the second year, after the date entered in column 8 of the entry in the register maintained under Act III of 1893, which concerns the tenancy; and

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

- (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.
15. The tenant may use for his own *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 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 Government waste. The tenant shall be allowed as a matter of favor to graze his cattle upon it, and with the permission of the Deputy Commissioner, 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 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 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 on the estate.
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.
19. The tenant may sink wells, make watercourses, 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 watercourse shall be made on a plan or in a position disapproved by the Canal Officer and that every watercourse in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.
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.

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 such lands or create or attempt to create any charge thereupon.

22. If the tenant fails to pay in the manner hereinbefore provided, all sums due to the 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.

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 the 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 1893 in Mauza

District

BRANCH OF CANAL

BAJRAHA

Minor

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Number of mauza and name of Branch.	Khata number.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, village formerly resident.	Number of camels.	Survey number of square or squares.	Net area of tenancy after deduction of reserved area (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 conditions.	REMARKS.

CHENAB COLONY.]

[ APPENDIX 5.

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**APPENDIX 6.**

*Punjab Government No. 959, dated 3rd October 1901.*

**Statement of Conditions on which Government is willing to grant to a tenant of the camel chaudhri class lands situated on the Chenab Canal.**

WHEREAS by Notification published in the *Punjab Government Gazette*, No. 36, dated 9th April 1903, the provisions of the Government Tenants (Punjab) Act, 1893, have been applied to a certain tract of land, the property of the Government, and wholly or partly irrigable from the Gugera and Burálla Branches of the Chenáb 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:—

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.

2. 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 as a chaudhri grant 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 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) "improvement" shall be deemed to mean improvements as defined in Section 4 (19) of the Punjab Tenancy Act, 1887.

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.

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

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 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 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 utilised 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 Colonisation Officer or Deputy Commissioner.

7. The tenant shall at all times permit any officer or officers of the Government to enter into and 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.

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 clauses 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.

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, watercourses 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 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 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 2 *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, *málikána* or cesses shall be payable by the tenant.

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 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 of the cost of a suitable drinking well near the village site as calculated and fixed by the Deputy Commissioner.

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.

13. (1) The tenant 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 attendants) 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 orders 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 enroll 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, owner's rate, occupiers' rates, *málikána* 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.

For the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_ and thereafter until altered by the Local Government or other competent authority the land revenue assessment, owner's rate and cesses in respect of the said lands shall be as follows :—

- (a) Land revenue for each acre cultivated with a crop at any harvest—eight annas for that harvest.
- (b) Owner's rate for each acre irrigated from the canal for a crop at any harvest—one rupee for that harvest.
- (c) Cesses at the rate of four annas per rupee on land revenue and owners' rate.

The tenant shall pay occupiers' rates for each acre irrigated from the canal according to the scale determined by the Local Government from time to time by rules made under Section 36 of the Northern India Canal and Drainage Act, 1873 ; and he shall pay *málikána* at the rate of four annas per rupee on land revenue and owner's rate for the period up to and until the \_\_\_\_\_ day of \_\_\_\_\_, and thereafter for the next ten years at the rate of six annas per rupee.

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, *málikána* and cesses during the first year and one-half of the demand under the aforesaid heads during the second year, after the date entered in column 8 of the entry in the register maintained under Act III of 1893, which concerns the tenancy; and

\* The date will be the same as that to be fixed above for enhancement of *málikána*.

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

- (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.

15. The tenant may use for his own *boná 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.

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 *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 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.

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.

19. The tenant may sink wells, make watercourses, 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 watercourse shall be made on a plan or in a position disapproved by the Canal Officer, and that every watercourse in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

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.

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 such lands, or create or attempt to create any charge thereupon.

22. If the tenant fails to pay, in the manner hereinbefore provided, all sums due to the 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 Rs. 100, or the Local Government may in lieu of demanding such penalty forthwith, without payment of any compensation whatever, resume and re-possess the whole of the said lands.

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 the 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 Chaudhris to whom Tenancies are granted under Act III of 1893, in Mauza

District

BRANCH OF CANAL

BAJBAHA

Minor

CHENAB COLONY.]

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Number of mauza and name of Branch.	Khate number.	Name of tenant, with parentage, caste or tribe, in what district, tahsil, village formerly resident.	Number of camels. N.B.—This will be left blank.	Survey number 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>matikana</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 conditions.	REMARKS.

[ APPENDIX 6. ]

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## APPENDIX 7.

*Punjab Government No. 110, dated 3rd October 1902.*

**Statement of Conditions on which Government is willing to grant to a village headman lands situated on the Chenab Canal.**

WHEREAS by Notification published in the *Punjab Government Gazette*, No. 36, dated 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 Chenáb 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:—

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.
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 allotment in the register maintained under Section 5 of Act III of 1893.
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.
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.
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.
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, over, under or in respect of the said lands or any part thereof.

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.

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, watercourses 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 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 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 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, *málikána* or cesses shall be payable by the tenant. When the tenancy is determined by the decease, 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.

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 watercourse or watercourses 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.

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.

12. The tenant shall pay when due all land revenue assessments, owner's rate, occupiers' rates, *málikána* 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.

Provided that—

- (1) the tenant shall pay land revenue assessment, owner's rate, cesses, *málikána* and water rates in respect of the said lands, from the same dates, and at the same rates as are assessed upon the peasant holding or holdings first assessed in the same estate;

- (2) it shall be in the option of the Deputy Commissioner or any other officer empowered by the Punjab 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.

13. The tenant may use for his own *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 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.

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 *bond 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.

15. The tenant may sink wells, make watercourses, 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 watercourse shall be made on a plan or in a position disapproved by the Canal Officer and that every watercourse in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

16. The tenant shall not use the said lands or any part thereof in a manner which renders them or it 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 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.

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, *málikána*, and 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.

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 Headman Grantees to whom Tenancies are granted under Act III of 1898 in Mauza

BRANCH OF CANAL

RAJBARA

KINOR

District

	1	Name of branch.
	2	Number of <i>mausa</i> .
	3	<i>Khata</i> number.
	4	Name and parentage of tenant.
	5	Survey number of square.
	6	Area of holding.
	7	Date of allotment.
	8	Crop and date from which assessment took place in the first holdings 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.
	14	REMARKS.

## APPENDIX 8.

*Punjab Government No. 813 S., dated 15th July 1902.*

**Statement of Conditions on which Government is willing to grant to a tenant of the peasant class lands situated on extensions of the Chenab Canal.**

WHEREAS by Notification published in the *Punjab Government Gazette* No. 36, dated 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 Chenáb 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.

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.

2. 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 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 419 of the Punjab Tenancy Act, 1887.

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 twenty years from "the date of the commencement of the tenancy."

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
- (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.

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 Colonisation Officer or Deputy Commissioner.

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 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.

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, watercourses 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 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 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.

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 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 of the cost of a suitable drinking well near the village site, as calculated and fixed by the Deputy Commissioner.

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.

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

- (1) all land revenue assessments, owner's rate, occupiers' 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"; and

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

- (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 *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 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.

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 *bond 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.

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 same 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 on the estate.

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.

18. The tenant may sink wells, make watercourses, 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 hererof: Provided that no watercourse shall be made on a plan or in position disapproved by the Canal Officer, and that every watercourse in use shall be kept in proper repair by the tenant to the satisfaction of the Canal Officer.

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.

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.

21. The tenant is bound—

(1) if he is in the service of Government or is a Government 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 shareholder 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.

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 at 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, in lieu of demanding such penalty, may by any officer duly authorised in this behalf forthwith, without payment of any compensation whatsoever, re-enter upon the said lands and resume the possession thereof, and immediately thereupon the said tenancy shall absolutely cease and determine.

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 opinion of the Commissioner, whose decision shall be final and conclusive between Government and the tenant.

## APPENDIX 9.

**Draft conditions making mule-breeding by Lambardars in the  
Chenab Colony obligatory.**

1. Before the 1st December 1903 or before the expiry of three months from the date of allotment of the land to which these conditions apply, whichever is the later date, the tenant shall produce a mare which shall be fit for breeding mules 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, without the permission in writing of the officer appointed to superintend the mule-breeding operations in the Colony, 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.

3. 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 officer appointed to superintend the mule-breeding operations in the Colony, within limits to be fixed by the Director of Army Remounts 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.

4. 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 officer appointed to superintend mule-breeding operations in the Colony; 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.

5. 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 bearing mule foals, the tenant shall within three months of the happening of any such contingency, produce another mare fit for breeding mules to be approved, branded, maintained, utilized for breeding, managed, produced, and, in case of need, replaced as herein prescribed in respect of the mare furnished as provided in the first clause of these conditions; and the same rules shall apply throughout the duration of this tenancy to all mares maintained hereunder, and their progeny.



## APPENDIX 10 (a).

## 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 land save and except and reserved unto the grantor his successors and assigns :—

- (1) All land 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 the 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 Chenáb Canal in any harvest, one rupee for such harvest.
  - (c) Occupiers' rate for each acre irrigated from the Chenáb 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 representatives 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 successor 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 watercourses on a plan or in a position disapproved by the Canal Officer and that he will keep every watercourse 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 authorised by him or them in this behalf to enter at all times upon any part of the said land or lands and 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 the Secretary of State for India in Council by Chief Secretary to the Government of the Punjab on the day of 189 . Chief Secretary to the Government of the Punjab .189 .

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.

CHENÁB COLONY. ]

## APPENDIX 10 (b).

## 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 Colonisation Officer, Chenáb Canal, at Lyallpur, and that the said land will be put up to sale by public auction, at the said office, on the 15th January 1899, 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 1863, or for any other reason.

Issued this                      day of                      1898 at Lyallpur by the undersigned.

*Colonisation Officer.*

## SCHEDULE I.

## PARTICULARS OF THE LOTS TO BE SOLD.

1. The land to be sold is Government waste land, situate in Tahsil Lyallpur in the District of Jhang.

2. It comprises an area of 5,000 acres, 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	A portion of Manzás Nos. 232 and 233 of the Rakh Branch of the Chenáb Canal, lately known as part of the Lyallpur Forest Reserve.	5,000	The Wazírábád-Khánewál Railway.	The Talwála Rájbaħa, Mauza No. 222, Rakh Branch, and the Dijkot Rájbaħa.	Minor Talwála Rájbaħa, and Mauza No. 233 Rakh Branch.	Tarar Minor, Mauza No. 233, and Mauza No. 289, Rakh Branch.

(1) This land will be sold in lots numbered as shown in the plans in the Office of the Colonisation Officer, Chenáb Canal, Lyallpur, signed by the Colonisation Officer, and dated the                      1898,

(2) Major distributaries from the Rakh Branch of the Chenáb 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 Colonisation 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 area 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 Colonisation 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 building 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 right hereby reserved);
- (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 occupier's rates will be charged in accordance with the rates in force on the Chenáb 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) watercourses are delineated upon the plan, but the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new watercourse, or alter the direction of any existing watercourse, 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 watercourse crossing any district, village, or *zimindari* 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 cost of such bridges to be borne by each purchaser shall be final;
- ) 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 on 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 Colonisation Officer, Chenáb 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 Colonisation Officer, Lyallpur, up to the evening of 10th January 1899. 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 it 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 Colonisation Officer, or whoever acts as auctioneer, the cost of survey and demarcation, and also of constructing the main and subsidiary watercourses 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 watercourses will be about Rs. 1·10 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 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 Colonisation 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 Colonisation 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 Colonisation Officer may rescind the contract, and the deposit, together with any sums paid for cost of survey, demarcation or watercourses 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 Colonisation Officer at his office the stamp paper requisite for a deed of conveyance of the land sold, or the value of such paper, receive from the Colonisation 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 Colonisation 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 the deed of mortgage shall both be registered, and the latter stamped at the purchaser's expense, and 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 Colonisation 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 sale, nor shall any compensation be allowed by the Government or by the purchaser in respect thereof.

FORM B.

FORM OF AGREEMENT REFERRED TO IN NO. V OF THE FOREGOING CONDITIONS.

I, \_\_\_\_\_, the son of \_\_\_\_\_, of \_\_\_\_\_, do hereby acknowledge that on the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ 1899 of the property described in the particulars annexed to the notice of sale issued by the Colonisation Officer, Chenáb 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 Colonisation 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 and in part payment of the said purchase-money to the Colonisation Officer, Chenáb Canal; and I hereby agree to pay the remainder of the said purchase-money and complete the said purchase according to the aforesaid conditions.

\*NOTE.—To be inserted when any such conditions or reservations have been notified.

\_\_\_\_\_  
*Signature of purchaser.*

I hereby ratify this sale, and acknowledge receipt of the said deposit of Rs. \_\_\_\_\_

\_\_\_\_\_  
*Colonisation Officer*

APPENDIX 10 (c).

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 opened to inspection, free of charge, at the office of the Colonisation Officer, Chenáb Canal, at Lyallpur, and that the said land will be put up to sale by public auction at the said office on the 1st March 1900 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 1863, or for any other reason.

Issued this 23rd day of January 1900 at Lyallpur by the undersigned.

L. H. LESLIE-JONES

Colonisation Officer.

SCHEDULE I.

PARTICULARS OF THE LOTS TO BE SOLD.

1. The land to be sold is Government waste land, situate in Tahsils Lyallpur and Jhang in the District of Jhang.

2. It comprises an area of 10,136 acres, more or less, and is bounded as follows:—

Number.	Name of Rakh.	Area in acres.	BOUNDED ON THE			
			North by	South by	East by	West by
1	Mauza No. 29, Gugera Branch, Tahsil Lyallpur.	1,850	Mauzas Nos. 34 and 27.	Mauza No. 279	Mauza No. 78	Mauza No. 35
2	Mauza No. 75, Gugera Branch, Tahsil Lyallpur.	950	Awagat Ráj-baha.	" 76	" 73	" 39
3	Mauza No. 78, Gugera Branch, Tahsil Lyallpur.	1,450	The reserved drainage of the Rakh Branch.	" 79	" 71	" 81
4	Mauza No. 132, Gugera Branch, Tahsil Lyallpur.	1,900	Teliára Ráj-baha.	" 167	Mauzas Nos. 131 and 130.	Mauzas Nos. 133 and 169.
5	Mauza No. 286, Gugera Branch, Tahsil Jhang.	2,251	Mauzas Nos. 291 and 290.	" 264	Mauza No. 285	Mauza No. 287
6	Mauza No. 310, Gugera Branch, Tahsil Jhang.	1,735	Mauzas Nos. 311 and 316.	" 309	" 317	" 336
	Total area ...	10,136				



(1) This land will be sold in lots numbered as shown in the plans in the Office of the Colonisation Officer, Chenáb Canal, Lyallpur, signed by the Colonisation Officer.

(2) Major distributaries from the Gugera Branch of the Chenáb 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 Colonisation 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 area 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 Colonisation Officer at the time of sale.

II. The land will be sold in full proprietary right, but subject to the following conditions :—

- (a) The proprietary right shall be subject 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 building 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).
- (b) 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 shall be duly paid.
- (c) Canal occupier's rates will be charged in accordance with the rates in force on the Chenáb 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.*, road  $16\frac{1}{2}$  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 roads not exceeding  $16\frac{1}{2}$  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) Watercourses are delineated upon the plan, but the Canal Officer empowered in that behalf may, at his discretion, construct or cause to be constructed any new watercourse, or alter the direction of any existing watercourse, 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 watercourse 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 cost 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 on 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 lands 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 Colonisation Officer, Chenáb 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 Colonisation Officer, Lyallpur, up to the evening of the 24th February 1900. 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 it 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 Colonisation 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-courses 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 Colonisation 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 Colonisation 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 Colonisation Officer may rescind the contract, and the deposit, together with any sums paid for cost of survey, demarcation of water-courses under Section V, shall be forfeited to the Government.

XI. (1). Within two months of the date of the sale the purchaser shall deliver to the Colonisation 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 Colonisation 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 condition 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.

XIII. Provided that, if the whole of the purchase-money shall not have been paid previous to the delivery to the purchaser by the Colonisation 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 mortgage shall be registered, and 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.

XIV. 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 Colonisation Officer at Lyallpur.

XV. 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 sale, nor shall any compensation be allowed by the Government or by the purchaser in respect thereof.

### FORM B

#### FORM OF AGREEMENT REFERRED TO IN NO. V OF THE FOREGOING CONDITIONS.

I, \_\_\_\_\_, the son of \_\_\_\_\_ of \_\_\_\_\_, do hereby acknowledge that on the sale by auction this \_\_\_\_\_ day of \_\_\_\_\_ 1900 of the property described in the particulars annexed to the notice of sale issued by the Colonisation Officer, Chenáb 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 Colonisation 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 and in part payment of the said purchase-money to the Colonisation Officer, Chenáb Canal, and I hereby agree to pay the remainder of the said purchase-money and complete the said purchase according to the aforesaid conditions.

\*NOTE.—To be inserted when any such conditions or reservations have been notified.

\_\_\_\_\_  
Signature of purchaser.

I hereby ratify this sale, and acknowledge receipt of the said deposit of Rs. \_\_\_\_\_

\_\_\_\_\_  
Colonisation Officer.

## APPENDIX 11 (a).

Numbers of Mauzas on Rakh and Mian Ali Branches showing dates of imposition of owner's rate.

Name of Crop.	Numbers of Mauzas.
Kharif 1902	... 1-22, 24-28, 30-43, 45-51, 54-60, 62-64, 67-78, 82, 86-93, 95-101, 103-106, 108, 110-135, 139-143, 145, 147, 148, 150, 154, 158, 159, 167-170, 173, 178, 181-4, 282, 283, 294.
Rabi 1903	... 23, 29, 44, 52, 61, 65, 79-81, 83-85, 94, 102, 136, 144, 151-153, 155, 157, 160-1, 166, 174-177, 179, 186-7, 284, 286.
Kharif 1903	... 53, 107, 156, 162-5, 171, 180, 185, 188-211, 213-216, 224-229, 235-6, 238-245, 248-249, 251-2, 258, 266, 279, 285, 289.
Rabi 1904	... 66, 223, 234, 246-7, 250, 253-257, 259-265, 267, 273-4.
Kharif 1904	... 217-220, 223, 237, 268-269, 271-272, 257-277, 279.
Rabi 1905	... 280, 287.
Kharif 1905	... 270, 290.
Kharif 1909	... 222, 232, 233, 296.
Kharif 1910	... 278.
Rabi 1911	... 109. <sup>1</sup>
Kharif 1911	... 231, 281.
Rabi 1912	... 230, 295.
Kharif 1912	... 221.

Note.—(a) Mauzas Nos. 138, 172 and 288 no longer exist as Rakh Branch Mauzas and are included in Section I of Gngera Branch as Mauzas 537-539.

(b) 291-3 are Canal escapes.

(c) 212, 297-299 are towns.

<sup>1</sup> The case of this mauza in under reference.

APPENDIX 11 (b).

List of Mauzas on the Jhang and Bhowana Branches showing the date of imposition of owner's rate and enhancement of malikana where such date has already been fixed.

No. of Section.	Date of Crop.	Numbers of Mauzas.
I	... Kharif 1907	... 1—157, 465, 467, 468, 471—473.
II	... Kharif 1908	... 159—373, 464, 466, 470.
III	... Kharif 1909	... 375—463, 469.

**APPENDIX 11 (c).**

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**List of Mauzas on the Gugera and Burala Branches showing the date of imposition of owner's rate and enhancement of malikana where such date has already been fixed.**

No. of Section.	Date of Crop.	Numbers of Mauzas.
I	... Kharif 1909	... 1-144, 148-183, 189-258, 369-373, 460, 518-532.
II	... Kharif 1910	... 144-147, 184-188, 259-459, 461-517.

## APPENDIX 12.

**Kharaba Rules applicable to the Chenab and Jhelum Canals.**

1. In order to obtain remissions on account of failed crops (*kharába*), the cultivator shall ordinarily present his claims on the special form provided for the purpose. But no claim shall be rejected merely on the ground that it is not made on such form.

2. This form will be in two parts, foil and counterfoil, in accordance with the sample attached, and will be called the *Fard Darkhwást Kharába*. For purposes of convenience it will be bound into books, and a book will be supplied to each cultivator on payment of a small sum to cover actual cost. Each book will be in use as long as it lasts and will suffice for several crops.

3. The cultivator shall enter his claims in columns 1, 2 and 3 of the foil and counterfoil, and deliver the former to the Canal Patwári after taking his receipt in column 4 of the latter. He shall, however, be at liberty to submit his claims direct to the Zilladár.

4. The Patwári shall receive the *Fard Darkhwást Kharába* from the cultivator, shall sign and date the receipt column in the counterfoil, and shall make over all such claims personally to his Zilladár.

5. The cultivator is at liberty to submit his claims at any time during the currency of a crop, adding to such claims as often as he thinks necessary, but all claims shall be delivered to the Patwári, or reach the officer to whom it is addressed, not later than 10 days previous to the dates of commencing the *kharába* inspections. The dates of commencing these inspections shall be—

Rabi	...	...	...	...	...	10th March.
Zaid Rabi	...	...	...	...	...	1st June.
Kharff	...	...	...	...	...	15th October.
Toria	...	...	...	...	...	15th December.

Claims for remissions will therefore be received up to and including the following dates:—

Rabi	...	...	...	...	...	28th February.
Zaid Rabi	...	...	...	...	...	21st May.
Kharff	...	...	...	...	...	5th October.
Toria	...	...	...	...	...	5th December.

No claims will ordinarily be considered if received after the above dates, except for special reasons such as unforeseen damage by locusts, hail, or other calamities of season, but it will be optional for the Zilladár or any officer of higher rank to accept claims at any time if he thinks fit.

6. All claims for remissions, howsoever tendered, will ultimately be conveyed to the Zilladár, and he shall keep them by villages, and shall also enter them in the register opened for the purpose.

7. The Zilladár shall prepare his *Fard Baftár* or programme of inspections as soon as possible after the final dates for receiving claims, and shall forward a copy thereof to the Divisional and Sub-Divisional Canal Officers, to the Deputy Collector, and to the Patwári, who shall duly inform all villages in his section.

8. The Zilladár shall commence his *Kharába* inspections on the dates appointed; but he is empowered to grant remissions at other times, during the currency of a crop, in such cases as *Nabud*, or when seed sown has not germinated, or when crops have been damaged beyond hope by locusts, hail, floods, or other calamities, and it is too late to sow again.



9. The Zilladár shall make his *Kharába* inspections with the *Fard Darkhwást Kharába* and *Khasra Shudkár* before him. Every field which has been entered in a *Fard Darkhwást Kharába* shall be inspected by the Zilladár. All remissions granted shall be noted in ink in his own handwriting in the column provided for the purpose in both the above documents. If convenient, remissions may be shown in the above columns by stamping with the signet ring, one impression indicating half, and two, full remissions.

10. The Zilladár is authorized to grant remissions on the following scale:—

- (a) When a crop is equal to or better than an 8-anna one, no remission shall be given.
- (b) When a crop is equal to or better than a 4-anna one, but worse than an 8-anna, half remission shall be granted.
- (c) When a crop is worse than a 4-anna one, full remission shall be granted.
- (d) In all cases of *Nabud*, (*i. e.*, where seed has failed to germinate) a total remission of all charges for occupiers' rates shall be given.
- (e) No remission shall be given in respect of crops which have been out or grazed prior to *Kharába* inspection.
- (f) Special attention should be paid to the cases of failure of *Makhlút* or mixed crops. In accordance with Rule 23 of the Canal Act, the rate to be assessed is that of the highest rated crop. If this crop has reached maturity to an 8-anna standard it shall be assessed. If it has failed to below a 4-anna standard, the inferior crop if up to an 8-anna one shall be assessed. If the superior crop is between a 4 and 8-anna one, and the inferior is 8-anna or over, the rate assessed shall be one-half the rate of the superior crop or the full rate of the inferior, whichever is highest. If both crops are between the 4 and 8-anna standard, the rate shall be one-half the rate of the superior crop. If both are below the 4-anna standard, full remission shall be granted.

11. The Zilladár shall, as far as practicable, inform all cultivators present at the inspections of his decisions on their claims, and give them every opportunity of representing their cases.

12. On the completion of the inspection of any village, the Zilladár shall make over the *Fards Darkhwást* of that village to the Patwári for return to the cultivators concerned. The Patwári in returning these *Fards* shall fill in column 5 of the counterfoil, and 6 of the foil, and report to the Zilladár that his action, village by village, has been taken.

13. The Zilladár on completing the *Kharába* inspection of any village shall inform the Sub-Divisional Canal Officer in the form now in use. The form shall be forwarded by the Sub-Divisional Officer to the Deputy Collector and by the Deputy Collector to the Divisional Officer.

14. Any cultivator not satisfied with the remission granted by the Zilladár may prefer an appeal within 10 days of the return of the *Fard Darkhwást* to him. The appeal shall be made in column 8 to the Divisional or Sub-Divisional Canal Officer or Deputy Collector. No appeal shall be allowed in respect of a crop which has been cut or grazed.

15. All appeals against the decisions of the Zilladár shall be promptly enquired into and decided by the Divisional or Sub-Divisional Canal Officer or Deputy Collector, and the orders entered in column 9 of the *Fard Darkhwást* and in the special column of the *Khasra Shudkár*; after which the *Fard* shall be again returned to the cultivator with the date recorded in column 10. The decisions given on appeal by the Divisional or Sub-Divisional Canal Officer or Deputy Collector shall be final.

16. The Deputy Collector shall be responsible that the statements of remissions prepared by Zilladárs are checked against the *Khatounis*. In entering remitted areas in the *Khatounis*, the actual area on which full rates are charged shall be shown. Thus, if half remissions are granted on any field, the entry in the *Khatouni* shall show half the area at the full rate. The remission statement shall also show half the area at the full rate.

17. Subject to the appeals as aforesaid, the decisions of the Zilladár in the matter of remissions will be final. It is therefore very necessary that the Zilladár's work should be subject to check. The actual areas that can be checked by the Divisional and Sub-Divisional Canal Officers and the Deputy Collector will vary according to the nature of the seasons and the extent of remissions demanded, but as large an area as possible must be checked. The moment the *Kharúba* inspections begin, the three officers should commence to check the work of the Zilladárs, and to enable them to perform this task with efficiency it will be necessary for them to learn the method of appraisement of crop values. For this purpose every Divisional Officer should make actual experiments, during each crop, by cutting and weighing outturns of crop of different descriptions in company with the Sub-Divisional Officers to enable them to appraise the probable value of a crop with sufficient accuracy.

18. At the end of each crop the Divisional Officer shall cause a statement to be prepared by tahsils, showing according to crops the total area assessed to canal rates and the areas remitted with percentage of remission. This statement shall be forwarded to the Deputy Commissioner for his information.

*Fard Dar-khwast Kharaba—*  
Cultivator \_\_\_\_\_  
Mauza \_\_\_\_\_ Crop 190 \_\_\_\_\_

1	No. of field.	
2	Area.	
3	Name of crop.	
4	Signature of Patwari. with date of receiving the <i>Fard</i> .	
5	Date of return of <i>Fard</i> to cultivator.	



*Fard Dar-khwast Kharaba—*  
Cultivator \_\_\_\_\_  
Mauza \_\_\_\_\_ Crop 190 \_\_\_\_\_

1	No. of field.	
2	Area.	
3	Crop.	
4	Remission by Zilladar.	
5	Date of <i>Kharaba</i> inspection.	
6	Date of return of <i>Fard</i> .	
7	Date of appeal.	
8	Reasons of appeal.	
9	Final orders.	
10	Date of return of <i>Fard</i> after final order.	

## APPENDIX 13.

Rules regarding the levy of land revenue on building sites in the villages of the Chenab Colony, which are owned by Government and not included within the area in respect of which Nazrana has been paid by any capitalist or yeoman grantee.

1. Applications from shopkeepers, including money-lenders, grain-dealers, or brokers, for sites will be received in a prescribed form in which the amount of the land revenue to be paid will be stated.

Other residents will be allotted sites by the Kánungo, who will keep lists, and submit them to the Colonization Officer.

2. All residents of each village, excepting those exempted under these rules, will pay revenue to Government on account of the land occupied by them as house sites. The revenue will be collected by Tahsildars through the lambar-dárs of the villages.

3. The revenue will be fixed at Re. 1 per harvest in the case of shopkeepers including money-lenders, grain-dealers, or brokers, and at 4 annas per harvest in the case of other residents. It will be assessed every six months, at the above amounts, on any area not exceeding four *marlās*. For every *marla* in excess of four *marlās* four annas in addition will be charged on the area in the occupation of shopkeepers as above defined, and one anna per *marla* on the area in the occupation of other residents.

4. Should one individual or one firm own more than one shop or house in a village, one rupee or four annas, as the case may be, per harvest, will be charged on each shop or house, and this payment will cover an area of four *marlās* to be attached to each shop or house.

5. Residents of a village who make a living by selling goods manufactured by themselves will not be classed as shopkeepers. Thus the Kasáb, Mochi, Lobár, Paoli, &c., who do not happen to fall within the definition of *kamíns*, will be classed as "other residents" and not as "shopkeepers."

6. The following are exempt from the payment of revenue :—

(a) Grantees of land, their descendants, their parents, their own brothers and their own brothers' sons, but not the descendants of the last named.

(b) Tenants of a yeoman or capitalist grantee.

(c) Government servants, patwáris and chāukidárs.

(d) The duly appointed guardians of minor grantees of land.

(e) Widows.

(f) Village *kamíns* or menials, who are not traders and who do no cultivation except in the area allotted expressly for cultivation by village *kamíns*.

(g) Residents for less than three months.

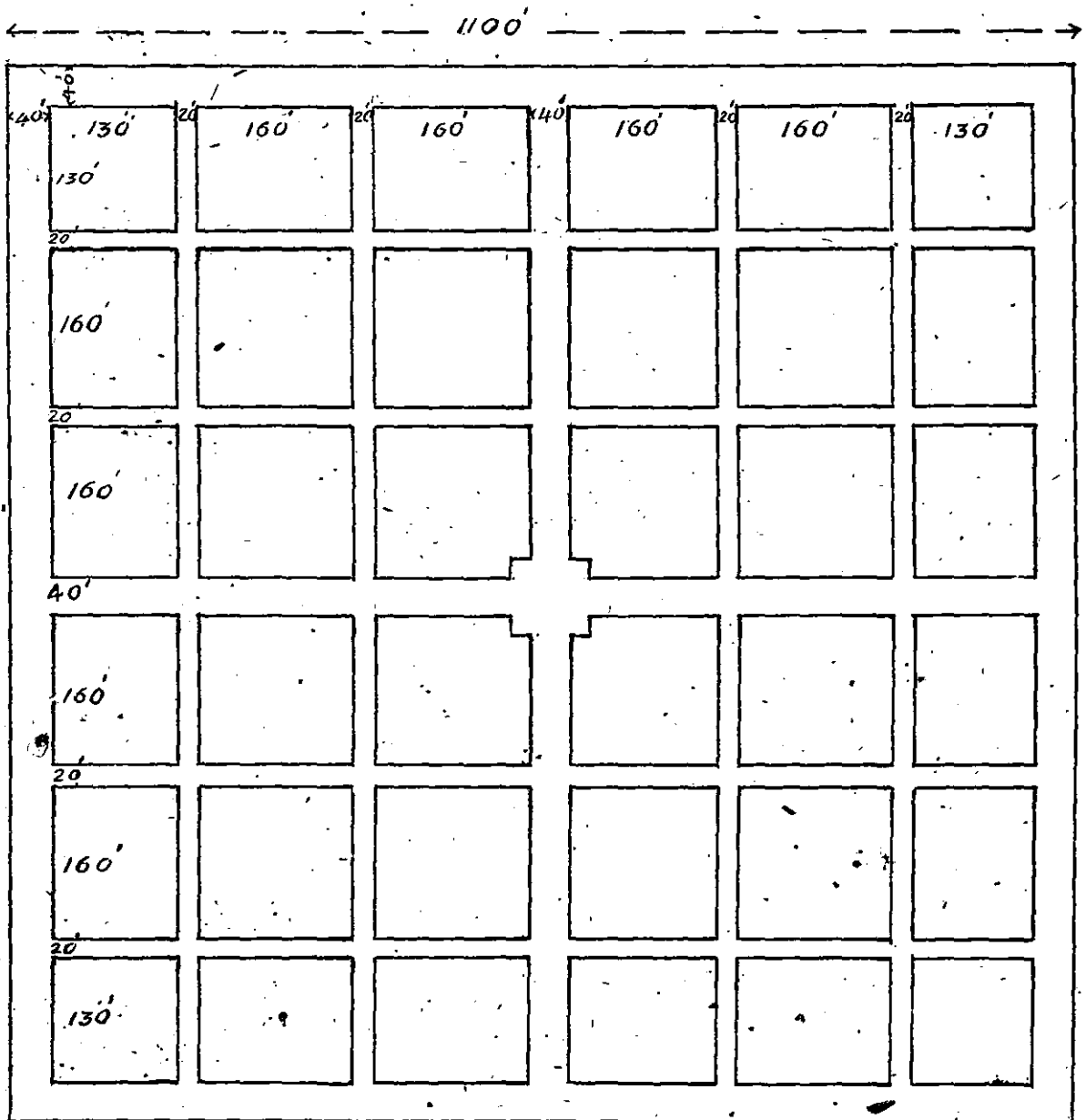
7. Any person liable to the payment of revenue residing jointly with one who is exempt, will be charged revenue on a proportionate share of the whole holding.

8. If a grantee of land opens a shop he will have to pay revenue for the area occupied by the shop.

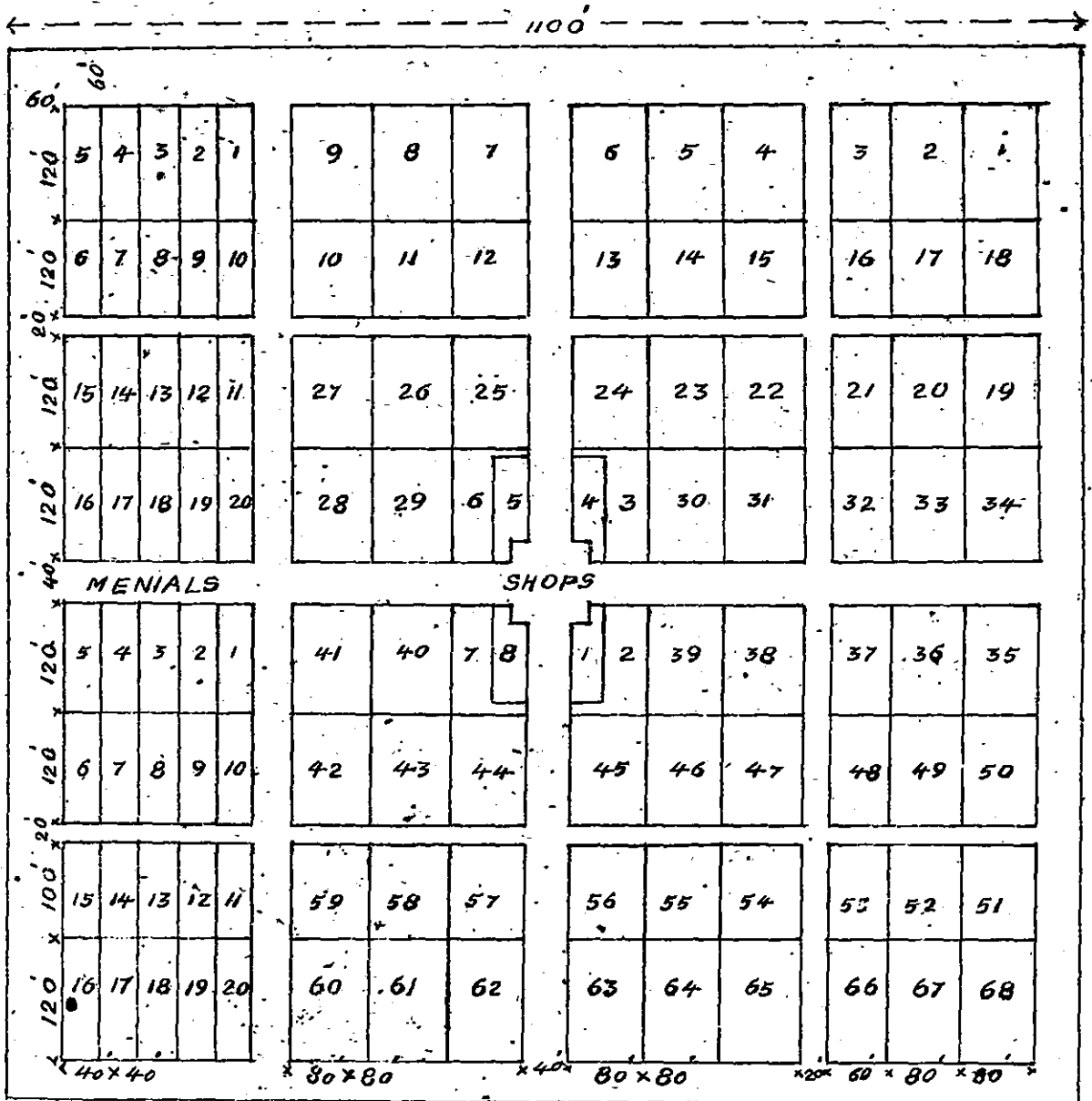
9. People squatting for more than three months outside the village site on unallotted land will be charged revenue at the rate of two annas per individual over 10 years of age.

10. The above rules are subject to revision from time to time as may be considered necessary.

**APPENDIX 14 (a)**  
**PLAN OF PEASANT VILLAGE SITES**  
 ON  
**RAKH AND MIAN ALI BRANCHES**  
 SCALE 1 INCH = 200 FEET.

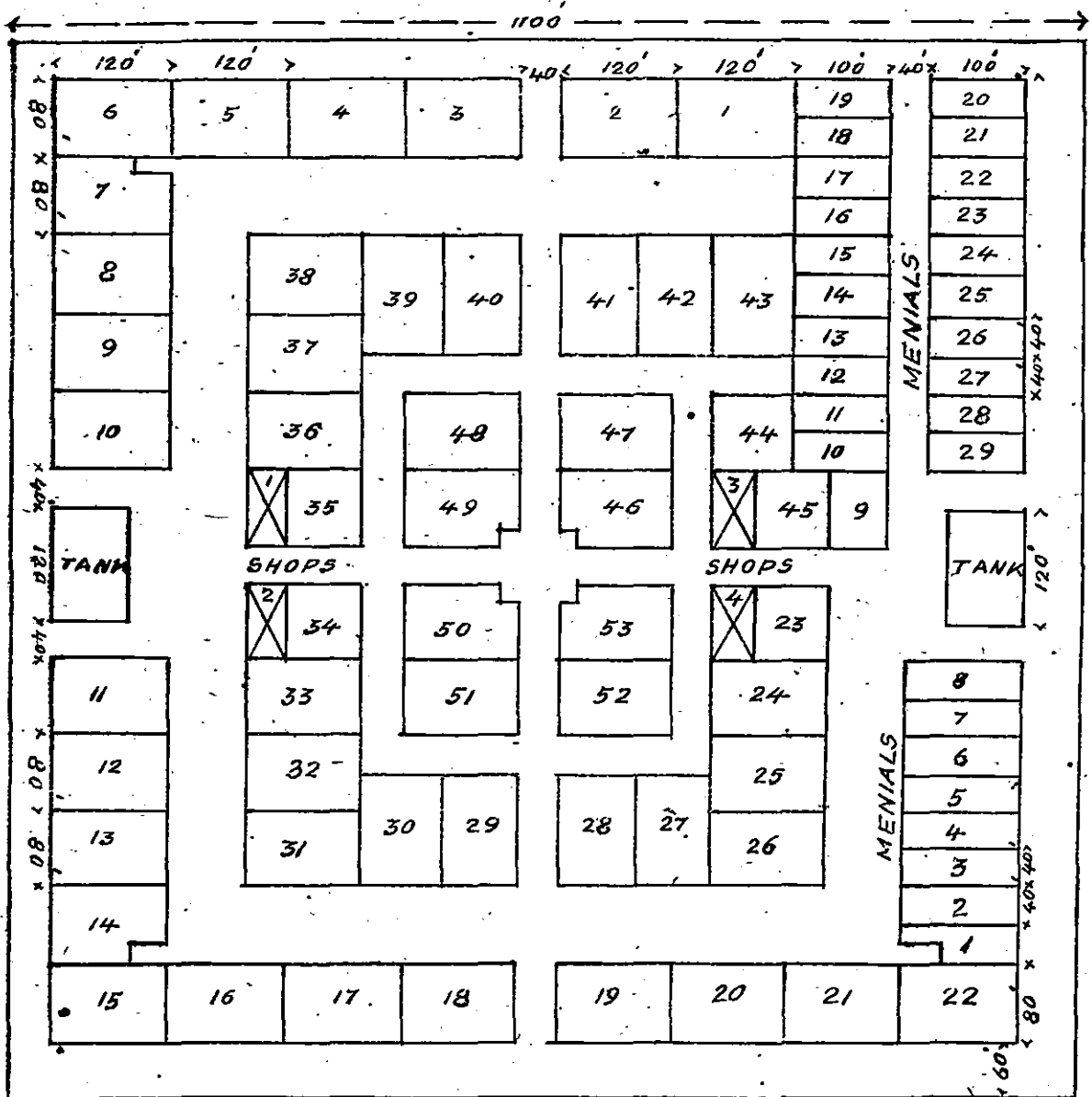


**APPENDIX 14 (b)**  
**PLAN OF PEASANT VILLAGE SITES**  
 ON  
**JHANG AND BHOWANA BRANCHES**  
 SCALE 1 INCH = 200 FEET.



**APPENDIX 14 (c)**  
**PLAN OF PEASANT VILLAGE SITES**  
**ON**  
**GUGERA AND BURALA BRANCHES**

SCALE: 1" INCH = 200 FEET.





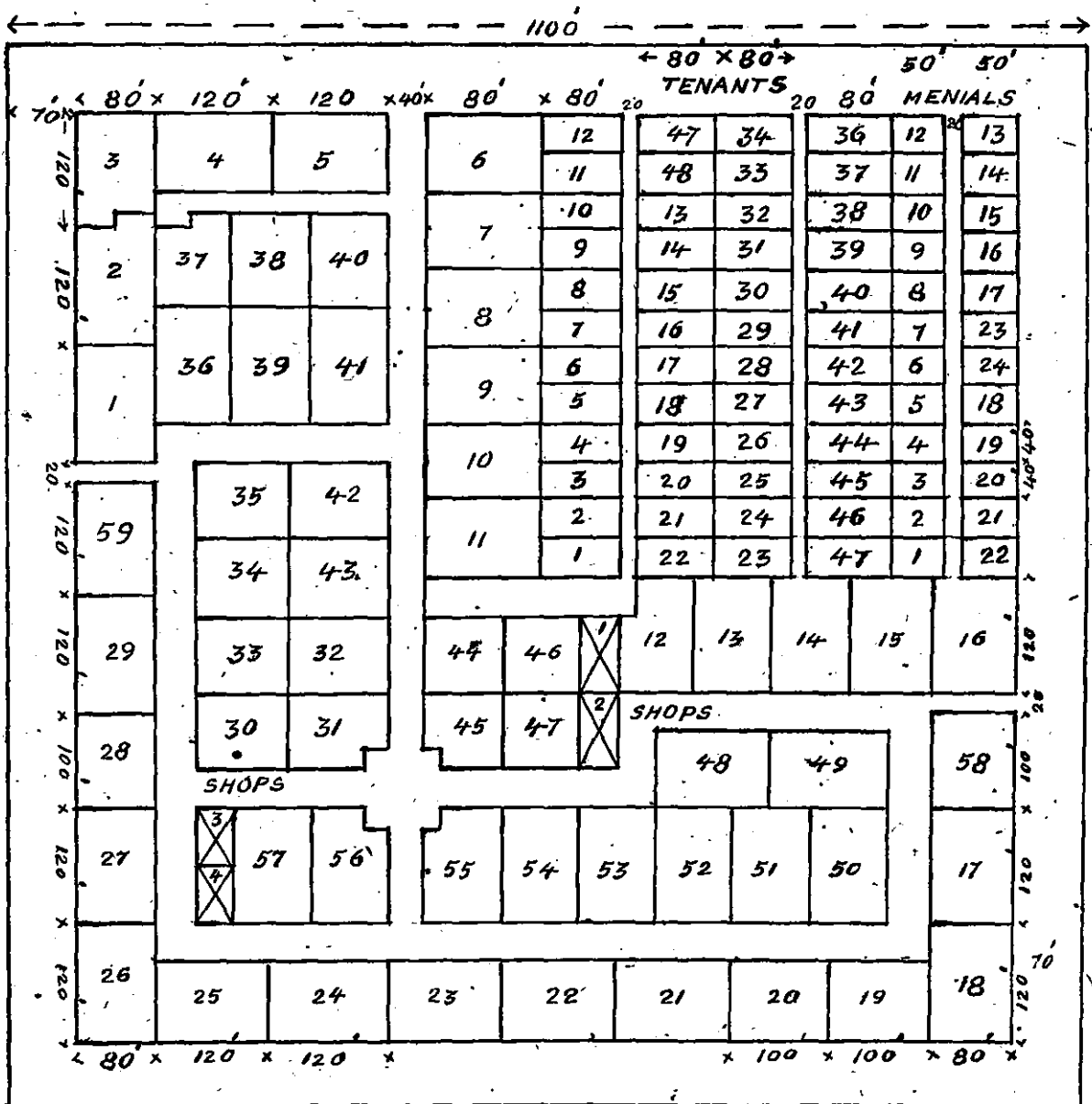
# APPENDIX 14 (a)

## PLAN OF VILLAGE SITES

### ON

### EXTENSIONS OF CANAL

SCALE 1 INCH = 200 FEET.



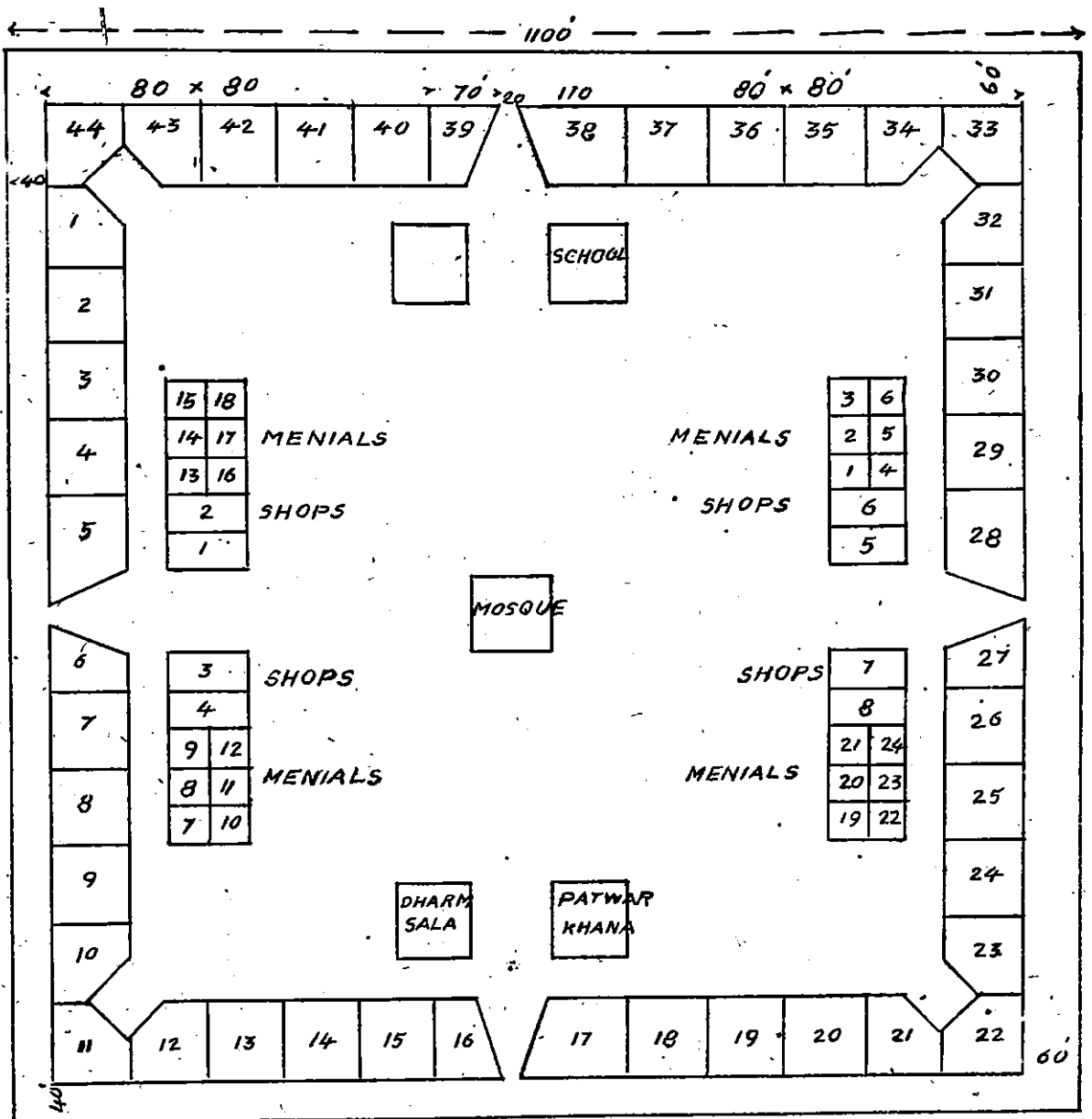
# APPENDIX 14 (e)

## PLAN OF VILLAGE SITES

### FOR

### CAMEL SERVICE GRANTEES

SCALE 1 INCH = 200 FEET.



## APPENDIX 15 (a).

This Indenture made the \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred and ninety \_\_\_\_\_ BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the vendor) of the one part and \_\_\_\_\_ son 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 \_\_\_\_\_

: 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 representatives) 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 roads which though not yet made have before the date of these presents been marked out upon the ground: To have and to hold the land hereby granted 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 vendee 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 Rs. 3 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* that no grain of any kind shall be sold or exported from the said land either by or on behalf of the said vendee his heirs legal representatives or assigns or his or their tenants or lessees unless the same shall have been purchased in the local grain market now established or shortly to be established at \_\_\_\_\_ or in any local grain market that may be specified hereinafter in this behalf by written order of the Commissioner of the Lahore Division,

CHENÁB COLONY. ]

xcix  
[ APPENDIX 15 (a).

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 Captain Popham Young, Colonization Officer, Chenáb Canal, by order of His Honor the Lieutenant-Governor of the Punjab this  
day of 189

Signed sealed and delivered by the said Colonization Officer, Chenáb Canal, on the day of 189 in the presence of

Witnesses { 1.  
                  { 2.

*Colonization Officer.*

## APPENDIX 15 (b).

## 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 representatives) 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 description 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 these 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 the said 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 vendee 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 twenty 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 and 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* on each occasion of his or their 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.

IN WITNESS whereof the parties to these presents have herunto 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 premises by order of His Honor the Lieutenant-Governor of the Punjab, this day of 19 .	}	Chief Secretary to Government, Punjab.
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Signed sealed and delivered by the said on the day of 19 in the presence of	}	
Witnesses. {	}	1. 2.

APPENDIX 16.

L. R. Series No 111.

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

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).

II.—In the case of attesting witnesses to the Grantee's 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 No. <sup>485-501</sup> Judicial, dated 28th March 1895) need not be attested by witnesses (Section 57 of the Indian Evidence Act).

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, Art. 8 (h).

IV.—Registration is not necessary (Section 17 (j) of the Indian Registration Act) though desirable as ensuring a convenient record.

E. W. P.

for India in Council, and, unless a different intention appears from the subject or context, includes his successors and assigns, and the proper Officers and Agents thereof; the term GRANTEE means \_\_\_\_\_

son of \_\_\_\_\_

resident of \_\_\_\_\_  
in the \_\_\_\_\_ 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 consideration of the sum of Rupees \_\_\_\_\_

(Rs. 50 per acre.)

(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 Settlement Records of the { "Kasba" } of \_\_\_\_\_  
{ "Mauza" } of \_\_\_\_\_  
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,

\* Schedule B should contain the particulars usually shown in the Patwari's *Fard*. Plan A should give an accurate map of the plot sold and adjoining plots, together with roads, wells, streams, water-courses, drains, &c., existing on the land sold.



herein and in the Plan A and Schedule B hereto annexed, and no error, misstatement or omission 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 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 term of ten years running from the date of this Conveyance the land revenue assessed shall be at the fixed annual rate of Rs. 10 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 of reasonable compensation for all damage directly occasioned by the exercise of the rights 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 the 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 other 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 built upon the land a house after the European style together with necessary appurtenant and subsidiary buildings such as kitchen, 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.

Further, the Grantee will lay out the premises, grounds and compound of such house or 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 case 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,

NOTE.—The number of years to be specified for the purposes of this clause, shall be fixed by Colonization Officer or Deputy Commissioner of Lyallpur for the time being or before the execution of this conveyance.

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 buildings 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 or 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 and be null, 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 or 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