

16. No assistance, except that stated in Rule 15, will be given to any person who obtains a grant of land under these rules. Every such person will be required to import any cultivators from India whose assistance he may require at his own expense.

### APPENDIX III.

#### Power of Local Government to sell or grant Government land otherwise than under the Rules.

*Government of India, Revenue, Agriculture, and Commerce Department Resolution No. 1-141-51, dated the 6th February 1872.*

In \* \* \* it was ruled that the sanction of the Government of India should be obtained to the alienation of all Government land, whether actually paying revenue or not, except grants of waste-land made under the approved rules; and that Government land, whether paying revenue or not, should not be parted with save under the rules applicable to the expenditure of public money. It was also laid down that, if the sale of small plots of escheated land for the benefit of local funds has not been duly sanctioned, it must be considered subject to the above restrictions.

2. Several Local Governments and Administrations having represented the inconveniences arising from a strict adherence to these orders, the Governor-General in Council has been pleased to modify them as follows.

3. Lands to be disposed of \* will necessarily divide themselves into two classes—

- (1) Those which are the property of the State.
- (2) Those which, under competent authority, have been constituted the property of a Municipality or other local body.

4. Lands of the first class may be disposed \* of in various ways—

- (i) by sale at full market value;
- (ii) by sale on favourable terms to a public body or association, or to an individual for a public purpose;
- (iii) by a gift or grant to—
  - (a) a public body or association, or to an individual, for a public purpose;
  - (b) private individuals in remuneration for public services to be performed;
  - (c) † private individuals for their private benefit without reference to future services.

5. As regards lands falling into the second of the above classes, which have been, under a competent authority, constituted the property of a local

\* Land disposed of under this Resolution remains subject to land revenue unless it has been exempted from the payment of land revenue under the orders in force.

† Under this head are included sales of land on favourable terms to individuals for their private benefit without reference to public services to be performed by them, e.g., sales of extra strips of land in unauthorised occupation to occupiers of neighbouring freeholds in Rangoon. [See Government of India Resolution No. 1-650 (Land Revenue and Settlements), dated the 31st August 1877.] The sanction of the Government of India must be obtained to all such alienations.

body, the Government of India will exercise no interference. It will be the duty of Local Governments and Administrations to satisfy themselves that the lands in question have been transferred under proper authority, and this having been ascertained, the sanction of the Local Government or Administration will be sufficient for the disposal of the lands.

6. As regards lands the property of the State, such of them as are governed by the rules for the grant of waste lands will continue to be dealt with under the rules on this subject in force for the time being.

7. As regards lands the property of the State other than waste lands, which are sold \* for full value, no reference to the Government of India need be made where the full value does not exceed Rs. 10,000. Up to this amount the sanction of the Local Government or Administration will in all cases be sufficient. The amount realized by the sale of the land should invariably be credited to the general revenues, and the sale should be duly noticed in the proceedings of the Local Government or Administration.

8. As regards the sale \* of lands on favourable terms for a public purpose in no case should the recipient pay less than half the full market value of the lands granted; and whenever such full value exceeds the sum of Rs. 1,000 the sanction of the Government of India should be previously obtained. The amount realized by the sale should in all cases be credited to the general revenues, and the sale should be noticed in the proceedings of the local Government or Administration.

9. As regards the gift\* or grant\* of lands, the previous sanction of the Government of India should be obtained in cases where the value of the grant exceeds Rs. 3,000 when given as a site for the construction of Govern-

(a) N.B.—This does not refer to cases in which the Local Governments may have been separately authorized to dispose of lands under special rule sanctioned by the Government of India.

ment schools, hospitals, dispensaries, or other public works, at the cost of recognized local funds; where it exceeds Rs. 500, when given for any other public purpose, or to a private individual for services to be performed to the State, (a) or where it exceeds Rs. 100 when the services are to be performed to the community; and in all cases of grants to individuals for their private benefit, irrespective of any services to be performed.

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\* Land disposed of under this Resolution remains subject to land revenue unless it has been exempted from the payment of land revenue under the orders in force.

# APPENDIX IV. The Revenue Recovery Act, 1890.

## Act No. 1 of 1890.

*(Received the assent of the Governor-General on the 14th February 1890.)*

*Whereas it is expedient to make better provision for recovering certain public demands; It is hereby enacted as follows:—*

1. (1) This Act may be called the Revenue Recovery Act, 1890.
- (2) It extends to the whole of British India\* \* \* \* and British Baluchistan; and
- (3) It shall come into force at once.
2. In this Act, unless there is something repugnant in the subject or context,—
  - (1) "district" includes a presidency-town;
  - (2) "Collector" means the chief officer in charge of the land-revenue administration of a district; and
  - (3) "defaulter" means a person from whom an arrear of land-revenue, or a sum recoverable as an arrear of land-revenue, is due, and includes a person who is responsible as surety for the payment of any such arrear or sum.
3. (1) Where an arrear of land-revenue, or a sum recoverable as an arrear of land-revenue, is payable to a Collector by a defaulter being or having property in a district other than that in which the arrear accrued or the sum is payable, the Collector may send to the Collector of that other district a certificate in the form as nearly as may be of the schedule, stating—
  - (a) the name of the defaulter and such other particulars as may be necessary for his identification, and
  - (b) the amount payable by him and the account on which it is due.
- (2) The certificate shall be signed by the Collector making it, and, save as otherwise provided by this Act, shall be conclusive proof of the matters therein stated.
- (3) The Collector of the other district shall, on receiving the certificate, proceed to recover the amount stated therein as if it were an arrear of land-revenue which had accrued in his own district.
4. (1) When proceedings are taken against a person under the last foregoing section for the recovery of an amount stated in a certificate, that person may, if he denies his liability to pay the amount or any part thereof and pays the same under protest made in writing at the time of payment and signed by him or his agent, institute a suit for the repayment of the amount or the part thereof so paid.
- (2) A suit under sub section (1) must be instituted in a Civil Court having jurisdiction in the local area in which the office of the Collector who made the certificate is situate, and the suit shall be determined in accordance with

\* The words "inclusive of Upper Burma" were repealed by Schedule V of the Burma Laws Act, XIII of 1898.

the law in force at the place where the arrear accrued or the liability for the payment of the sum arose.

(3) In the suit the plaintiff may, notwithstanding anything in the last foregoing section, but subject to the law in force at the place aforesaid, give evidence with respect to any matter stated in the certificate.

5. Where any sum is recoverable as an arrear of land-revenue by any public officer other than a Collector or by any local authority, the Collector of the district in which the office of that officer or authority is situate shall, on the request of the officer or authority, proceed to recover the sum as if it were an arrear of land-revenue which had accrued in his own district, and may send a certificate of the amount to be recovered to the Collector of another district under the foregoing provisions of this Act, as if the sum were payable to himself.

6. (1) When the Collector of a district receives a certificate under this Act, he may issue a proclamation prohibiting the transfer or charging of any immoveable property belonging to the defaulter in the district.

(2) The Collector may at any time, by order in writing, withdraw the proclamation, and it shall be deemed to be withdrawn when either the amount stated in the certificate has been recovered or the property has been sold for the recovery of that amount.

(3) Any private alienation of the property or of any interest of the defaulter therein, whether by sale, gift, mortgage or otherwise, made after the issue of the proclamation and before the withdrawal thereof, shall be void as against the Government and any person who may purchase the property at a sale held for the recovery of the amount stated in the certificate.

(4) Subject to the foregoing provisions of this section, when proceedings are taken against any immoveable property under this Act for the recovery of an amount stated in a certificate, the interests of the defaulter alone therein shall be so proceeded against, and no incumbrances created, grants made or contracts entered into by him in good faith shall be rendered invalid by reason only of proceedings being taken against those interests.

(5) A proclamation under this section shall be made by beat of drum or other customary method and by the posting of a copy thereof on a conspicuous place in or near the property to which it relates.

7. Nothing in the foregoing sections shall be construed—

(a) to impair any security provided by, or effect the provisions of, any other enactment for the time being in force for the recovery of land-revenue or of sums recoverable as arrears of land-revenue, or

(b) to authorize the arrest of any person for the recovery of any tax payable to the corporation, commissioner, committee, board, council or person having authority over a municipality under any enactment for the time being in force.

8. When this Act has been applied to any local area which is under the administration of the Governor-General in Council, but which is not part of British India, an arrear of land-revenue accruing in that local area, or a sum recoverable as an arrear of land-revenue and payable to a Collector or other public officer or to a local authority in that local area, may be recovered under this Act in British India.

## THE SCHEDULE.

## CERTIFICATE.

[See section 3, sub-section (1).]

From

THE COLLECTOR OF

To

THE COLLECTOR OF

Dated the                      of                      19                     

is payable on

by                      , resident

, son of                      , who is believed (to be

(to have property consisting

at                      ) in your

The sum of Rs.

account of

of

at

of

district.

Subject to the provisions of the Revenue Recovery Act, 1890, the said sum is recoverable by you as if it were an arrear of land-revenue which had accrued in your own district, and you are hereby desired so to recover it and to remit it to my office at

A. B.,

Collector of

---

**PART V.**  
—  
**FORMS PRESCRIBED UNDER THE RULES AND  
DIRECTIONS.**

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MEMORANDUM OF COLLECTION  
OF THATHAMEDA-TAX.

FORM No. II.\*

(Rule 18, page 39, and Directions 42-7, pages 117-8.)

RECEIPT FOR THATHAMEDA-TAX.

Township

Village

Village—

This Receipt is given to the person named below for Rupees

(to be also in words) paid by him on account of  
thathameda-tax:—

Name of person from whom payment  
due—

Amount of thathameda-tax—

Date of payment—

Name of person.	Thugyi's serial No. of household.	Amount paid.		
1	2	3		
		Rs.	A.	P.

Date of payment—

(Signature of Thugyi.)

\* Prescribed by Financial Commissioner's Notification No. 157, dated the 6th August 1904.



**REVENUE**  
U. B. Land 4.

**Memorandum of Demand  
and Collection of Land  
Revenue <sup>and</sup> or Water  
Rate.**

Year for which due—  
19 -19 .

*Kwin*  
Village.

Nos. of holdings.

Name of person from whom  
payment due.

Amount due.

Land Revenue.			Water rate.		
Rs.	A.	P.	Rs.	A.	P.

Date of first demand.

Date of payment.

Signature of Thugyi.

**FORM No. III. †**

(Rule 155A, page 78.)

Receipt for Payment of Land Revenue <sup>and</sup> or Water Rate due for  
19 -19

Township

*kwin*  
village.

THIS receipt is given for Rupees\* annas\* pies\*  
only, duly paid as hereunder :—

Nos. of holdings.	Name of person.	AREA UNDER MATURED CROP.		AMOUNT PAID.						
		Kind of crop.	Area.		Land revenue.			Water rate.		
			Acres.	Dec.	Rs.	A.	P.	Rs.	A.	P.

Date of payment.

Signature of Thugyi.

Signature of Deputy Commr.

\* The amount here is to be expressed in words.

† Prescribed by Financial Commissioner's Notification No. 49, dated the 20th March 1905.

Form No. III.

167

REVENUE  
U. B. Land 6.

## FORM No. VI \*

**Notice of Ejectment from State Land to an Occupier after due notice [Rule 30 (a)].**

To *Office of the Collector of* *district.*  
of

TAKE notice that it has been decided to eject you from the land now held by you and described as follows:—

Township  
Village  
Name of occupier  
Area of holding  
Boundaries of holding

As you are to be ejected with due notice at the end of the agricultural year, should you have any claim to compensation for any improvements made by you to the land, you are required to appear at the Collector's office on or before the of 19 and state such claim.  
*Date of notice.*

*Date on which the land will be required.*

(Signature of Collector.)

REVENUE  
U. B. Land 7.

## FORM No. VII \*

**Notice of Ejectment from State Land to an Occupier without due notice [Rule 30 (b)].**

To *Office of the Collector of* *district.*  
of

TAKE notice that it has been decided to eject you from the land now held by you and described as follows:—

Township  
Village  
Name of occupier  
Area of holding  
Boundaries of holding

As you are to be ejected otherwise than with due notice at the end of the agricultural year, should you have any claim to—

- (i) compensation for disturbance;
  - (ii) compensation for any improvements made by you;
  - (iii) the value of any uncut or ungathered crops on the ground
- you are required to appear at the Collector's office on or before the of 19 and state such claim.

*Date of notice.*

*Date on which the land will be required.*

(Signature of Collector)

\* Prescribed by Revenue Department Notification No. 148, dated the 10th May 1892. Forms Nos. IV, V, VIII and IX have been cancelled.

XIII (9), Page 169.—In Form No. XI—

(a) for the words "Town Surveyor" wherever they occur,  
substitute "Superintendent, Land Records";

\_\_\_\_\_  
Surveyor  
(b) for "District" substitute "District";  
Town Town or Charge

(c) for "town map" substitute "Town map."  
~~town~~

(Financial Commissioner's Notification No. 55, dated 29th March 1909.)

I,

REVENUE  
U. B. Land 10.

## FORM No. X.\*

## Notice of Relinquishment by an Occupier of State Land.

(Rule 33, page 41.)

To the Thugyi of village.

I, , occupier of the State land described as follows:—

Township

Village

Name of occupier

Area of holding

Boundaries of holding

hereby give notice that I intend to relinquish the above land at the close of the agricultural year.

Date

(Signature.)

REVENUE  
Land 8.

## FORM No. XI.†

Instrument of Grant for Religious Purposes.  
Public

(Rule 55, page 49.)

THIS INSTRUMENT OF GRANT made the ..... day of .....  
..... between the Secretary of State for India in Council of the one  
part and ..... of the  
other part WITNESSETH that the said Secretary of State for India in Council  
doth hereby grant unto the said .....  
..... and the survivor of them or other the trustees or trustee for  
the time being of the trust hereby created (hereinafter called the trustees)  
all that piece of land situate .....  
.....  
.....  
and containing an area of ..... or thereabout  
which said piece of land is delineated in the plan hereto annexed and there-  
in coloured ..... TO HOLD the same free of all Government land-  
revenue taxes assessments and dues whatever upon trust † .....  
..... and subject  
to the following conditions, that is to say—

- (1) that the premises hereby granted together with all buildings erect-  
ed or other works executed thereon shall be liable to be resumed  
by the Government if used for any purpose other than the specific  
purpose or purposes for which they are hereby granted and

\* Prescribed by Revenue Department Notification No. 148, dated the 10th May 1892  
as amended by Financial Commissioner's Notification No. 49, dated the 20th March 1905.

† Prescribed by Financial Commissioner's Notification No. 84, dated the 18th Sep-  
tember 1902, as amended by Financial Commissioner's Notification No. 96, dated the 10th  
October 1902.

- (2) that the premises hereby granted may at any time be resumed by Government provided that if they are resumed otherwise than under the condition last above mentioned the trustees shall be entitled to compensation not exceeding the cost or their present value, whichever shall be the less, of any buildings erected or other works executed on the said premises by the grantees in pursuance of the purpose for which this grant is made.

IN WITNESS WHEREOF .....  
 Collector of the..... district on behalf of the Secretary of  
 State for India in Council by order of the Lieutenant-Governor of Burma  
 and ..... have hereunto set their hands.

..... } .....  
*Collector.* } *Witness.*

..... } .....  
*Grantee.* } *Witness.*

REVENUE  
 L. B. Land 115.

FORM No. XII. \*

Register of Lands alienated for Religious, Public, and other purposes.

(Rule 55, page 49.)

District.		LOCALITY.		Area.	Estimated yearly land revenue.	Estimated market value.	Price received if land alienated by sale.	Name of grantee.	CLASS OF ALIENATION.			Authority sanctioning alienation.	NUMBER AND DATE OF ORDER.		Remarks.			
1	2	Village.	Township.						3	4	5		6	7		8	9	10
				Acs. dcs.	Rs. A. P.	Rs. A. P.	Rs. A. P.											

\* Prescribed by Financial Commissioner's Notification No. 20, dated the 25th May 1898, as amended by No. 49, dated the 20th March 1905. Column 3 was deleted by the latter Notification.

REVENUE  
Land 13.

## FORM No. XIIA.\*

Form of Lease of Town Lands with power of renewal up to ninety years.

(Rule 51A, page 45.)

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Lessor" which expression shall be taken to mean and include the said Secretary of State for India in Council and his successors in office and assigns except when the context requires another and different meaning) of the one part and \_\_\_\_\_ of \_\_\_\_\_ son of \_\_\_\_\_ (hereinafter called "the Lessee" which expression shall be taken to mean and include the said \_\_\_\_\_ his heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOth hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of \_\_\_\_\_ as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land unto the Lessee for the term of thirty years from the date of this lease with the option for the Lessee to renew this lease for two successive terms of thirty years as hereinafter provided YIELDING and PAYING therefor the clear yearly rent of Rupees \_\_\_\_\_ payable in advance on the first day of January of each year and the Lessee doth hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor—

1. To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any buildings that may be erected thereon or upon the Lessee in respect thereof.

2. To commence to erect upon the said land within \_\_\_\_\_ months from the date hereof the buildings the measurements elevation and materials of which are shown on the plan hereunto annexed and to complete such buildings within \_\_\_\_\_ months from the date hereof and during the currency of this lease to keep such buildings in good repair to the satisfaction of the said Deputy Commissioner.

\* Prescribed by Financial Commissioner's Notification No. 42, dated the 28th April 1903.

3. Not to alter the position mode of construction or materials of the said buildings or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

4. Not to use the said land and buildings that may be erected thereon during the said term for any other purpose than without the consent in writing of the said Deputy Commissioner.

5. Not to subdivide or transfer sublease or part with the possession of a part only of the said land or of any buildings that may be erected thereon.

6. To register all changes in the possession of the whole of the said land or of the buildings thereon whether by transfer succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and a further monthly penalty not exceeding Rs. 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on the land may be recovered.

7. That the said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the daytime during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with the lease.

8. At the expiration of the said term hereby granted to quietly surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 9 hereof the Lessee shall thereupon quietly deliver up possession of the said land and buildings and fixtures that may then be thereon to the Lessor.

9. Provided always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

AND the Lessor doth hereby covenant with the Lessee—

10. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 9 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said land provided that the lessee makes good and repairs any damage that may be caused to the said land by such removal.



11. That if the Lessee shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the Lessor three calendar months' previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect and that after the expiration of such second term of thirty years the Lessor will similarly grant the Lessee a renewed lease of the said piece of land for a third term of thirty years at a rent to be fixed by the Lessor.

12. Provided also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 11 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of dispute be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee.

IN WITNESS WHEREOF

acting for and on behalf of the Secretary of State for India in Council and have hereunto set their hands.

THE SCHEDULE ABOVE REFERRED TO.

ALL that piece of land situate in the ward  
of the town of known as  
lot No. in block No. containing  
or thereabouts bounded as follows:—

*North.*—

*South.*—

*East.*—

*West.*—

and shown in the annexed plan marked *red*.

Signed by the said  
in the presence of—  
*Witnesses.*

}

*Deputy Commissioner,  
District*

Signed by the said  
in the presence of—  
*Witnesses.*

}

(Signature of Lessee.)



REVENUE  
Land 14

## FORM No. XIIB.\*

Form of Lease of Town Lands with power of renewal in perpetuity.

(Rule 51A, page 45.)

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_  
one thousand nine hundred and \_\_\_\_\_

BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL  
(hereinafter called "the Lessor" which expression shall be taken to mean  
and include the said Secretary of State for India in Council and his successors  
in office and assigns except when the context requires another and  
different meaning) of the one part and \_\_\_\_\_ of  
son of \_\_\_\_\_ (hereinafter called

"the Lessee" which expression shall be taken to mean and include the  
said \_\_\_\_\_ his heirs executors administrators  
representatives and assigns except when the context requires another and  
different meaning) of the other part: WITNESSETH that in consideration of  
the rent hereinafter reserved and of the covenants by the Lessee here-  
inafter contained the Lessor DOth hereby lease unto the Lessee all that  
piece of land described in the schedule hereto together with all rights ease-  
ments and appurtenances to the same belonging save and except all mines  
and mineral products buried treasure coal petroleum oil and quarries what-  
soever in under or within the said land with liberty for the Lessors and his  
lessees licensees agents and workmen and all other persons acting on his  
behalf to dig search for obtain and carry away the same on making reason-  
able compensation to the Lessee on account of any disturbance or damage  
that may be caused thereby to the surface of the said land and that such  
compensation shall in case of dispute be determined by the Deputy Commis-  
sioner of \_\_\_\_\_ as nearly as may be in accordance  
with the provisions of the Land Acquisition Acts or Regulations for the  
time being in force TO HOLD the said land unto the Lessee for the term of  
thirty years from the date of this lease with the option for the Lessee to  
renew this lease in perpetuity for successive terms of thirty years as here-  
inafter provided YIELDING and PAYING therefor the clear yearly rent of  
Rupees \_\_\_\_\_ payable in advance on the first day of  
January of each year and the Lessee doth hereby to the intent that the  
burden of the covenants may run with the said land and may bind the  
owners thereof for the time being covenant with the Lessor—

1. To pay the said rent on the days and in the manner hereinbefore  
appointed for payment thereof and also to pay all taxes rates and assess-  
ments that now are or may hereafter during the said term be imposed upon  
the said land or any buildings that may be erected thereon or upon the  
Lessee in respect thereof.

2. To commence to erect upon the said land within \_\_\_\_\_  
months from the date hereof the buildings the measurements  
elevation and materials of which are shown on the plan hereunto annexed  
and to complete such buildings within \_\_\_\_\_ months from

the date hereof and during the currency of this lease to keep such buildings in good repair to the satisfaction of the said Deputy Commissioner.

3. Not to alter the position mode of construction or materials of the said buildings or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

4. Not to use the said land and buildings that may be erected thereon during the said term for any other purpose than

without the consent in writing of the said Deputy Commissioner.

5. Not to subdivide or transfer sublease or part with the possession of a part only of the said land or of any buildings that may be erected thereon.

6. To register all changes in possession of the whole of the said land or of the buildings thereon whether by transfer succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding Rs. 100 and a further monthly penalty not exceeding Rs. 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on the land may be recovered.

7. That the Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the daytime during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with this lease.

8. At the expiration of the said term hereby granted to quietly surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 9 hereof the Lessee shall thereupon quietly deliver up possession of the said land and the buildings and fixtures that may then be thereon to the Lessor.

9. Provided always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

AND the Lessor doth hereby covenant with the Lessee—

10. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 9 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

11. That if the Lessee shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term give to the Lessor three calendar months' previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect and will thereafter under the like conditions grant to the Lessee renewed leases for successive terms of thirty years in perpetuity at rents to be fixed by the Lessor at or before the commencement of each such term.

12. Provided also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 11 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of dispute be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee.

IN WITNESS WHEREOF

acting for and on behalf of the Secretary of State for India in Council and have hereunto set their hands.

#### THE SCHEDULE ABOVE REFERRED TO.

ALL that piece of land situate in the  
of the town of

ward  
known as

lot No. in block No.  
or thereabouts bounded as follows:—

containing

*North.*—

*South.*—

*East.*—

*West.*—

and shown in the annexed plan marked *red*.

Signed by the said  
in the presence of—  
*Witnesses.*

}

*Deputy Commissioner*  
*District.*

Signed by the said  
in the presence of—  
*Witnesses.*

}

(Signature of Lessee).

## REVENUE

U. B. Land 50.

## FORM No. XIIC.\*

## Form of Lease of land in Civil station to Government Officer.

(Rule 51N, page 47, and Direction 88, page 131.)

THIS INSTRUMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and \_\_\_\_\_

(hereinafter called the Lessee) of the other part witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the said Lessor doth hereby demise and lease unto the Lessee his executors administrators and assigns ALL that piece or parcel of land situate in the \_\_\_\_\_

Enter full description of land and boundaries. TOGETHER WITH all rights easements and appurtenances to the same belonging or reputed to belong thereto or usually held or enjoyed therewith except and reserving unto the Lessor all mines and minerals within or under the said piece of land with liberty to enter thereon to work get and carry away the same TO HAVE and TO HOLD the premises hereinbefore expressed to be hereby demised and leased unto the Lessee his executors administrators and assigns for the term of thirty years from the date of this instrument yielding and paying therefor during the said term the annual rent of Rupees \_\_\_\_\_ clear of all deductions on and commencing from

the first day of the month immediately following the date of this lease and thereafter yearly on the first day of the said month during the said term AND the Lessee doth hereby for himself his heirs executors administrators and assigns covenant with the Lessor and his successors in office and assigns THAT he the Lessee his executors administrators or assigns will during the said term pay the said rents hereinbefore reserved at the times hereinbefore appointed for payment thereof clear of all deductions AND pay all existing and future taxes cesses rates and assessments of whatever kind in respect of or charged upon the said piece of land AND will at his or their expense and within one year from the date of this instrument erect upon the said piece of land upon a site and according to plans and elevations to be first approved of in writing by the Commissioner for the time being of the \_\_\_\_\_ division Upper Burma one and not more

than one good and substantial dwelling-house with proper and sufficient out-buildings and conveniences thereto fit for use and occupation and expend in such erection the sum of Rupees \_\_\_\_\_ at the least AND will at the like expense throughout the said term as often as need shall be as the said Commissioner may require maintain and keep in good and substantial repair the said dwelling-house and all other buildings which shall be built upon the said piece of land AND will keep the said piece of ground cleared and free from vegetable undergrowth and will not without the consent in writing of the said Commissioner sell or let the said dwelling-house during his or their residence in the station except to a Government officer and will on his or

\* Prescribed by Financial Commissioner's Notification No. 2, dated the 6th February 1899.



their leaving the station give the refusal of purchasing the said dwelling-house and out-buildings to the officer for the time being holding the appointment of the Lessee at such price as in case of dispute may be determined by the Secretary to the Local Government in the Public Works Department: PROVIDED that the price shall not be less than the actual cost price of the said buildings after deducting therefrom such allowance for wear-and-tear as the said Secretary shall consider fair AND will in the event of the officer for the time being holding the Lessee's appointment refusing to purchase the said dwelling-house and out-buildings sell the same at a price to be determined as aforesaid to such Government officer as the said Commissioner may name to him or them as being willing to purchase the same and in any event will not if a Government officer sell the same to any one not a Government officer contrary to the general orders of Government regarding sale of property to or purchase of property from natives of the country AND will unless he or they reside in the said dwelling-house let the same when required so to do by the said Commissioner to such Government officer as the said Commissioner may name to him or them on a monthly tenancy at such rent as in case of dispute may be determined by the said Secretary to the Local Government AND will at the expiration or sooner determination of the said term deliver up to the said Lessor the said land and all buildings thereon; PROVIDED always and it is hereby agreed and declared that the aforesaid covenants on the part of the Lessee shall run with the land and shall be binding upon all persons for the time being having any rights under this lease or in or to the buildings on the said piece of land AND provided further and these presents are upon this express condition that if and whenever any part of the said rent shall be in arrear for one month whether the same shall have been demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee herein contained the Lessor and his successor in office and assigns may notwithstanding the waiver of any previous cause or right of re-entry re-enter upon any part of the said land in the name of the whole and thereupon the said term of thirty years shall absolutely determine AND the Lessor doth hereby for himself his successors in office and assigns covenant with the Lessee his executors administrators and assigns that he and they paying the rent hereby reserved and performing and observing the several covenants by the Lessee hereinbefore contained may peaceably hold and enjoy the said piece of land hereby leased during the said term without any interruption by the Lessor his successors in office or assigns or any persons lawfully claiming through him them or any of them AND that if the Lessee his executors administrators or assigns shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall give notice in writing to the Lessor his successor in office or assigns prior to the determination of the term hereby granted AND shall pay the rent hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee his executors administrators or assigns to be observed and performed up to the expiration by efflux of time of the said term hereby granted he the Lessor his successors in office or assigns will upon the request and at the expense of the Lessee his executors administrators or assigns execute and deliver to the Lessee his executors

administrators or assigns a renewed lease of the said piece of land for the further term of thirty years at a rent to be determined by the Lessor his successors in office or assigns and under and subject to the same covenants provisos and agreements including this present covenant as are herein contained.

**IN WITNESS WHEREOF**

on behalf of the Secretary of State for India in Council by order of the Lieutenant-Governor of Burma and have hereunto set their hands the day and year first above written.

**Witnesses—**

On behalf of the Secretary of State for India in Council by order of the Lieutenant-Governor of Burma.

*(Signature of Lessee with his official title.)*

**REVENUE**

U. B. Land 51.

**FORM No. XIID.\***

**Form of lease of land in Civil station to non-officials.**

*(Rule 51N, page 47, and Direction 88, page 131.)*

THIS INSTRUMENT made the \_\_\_\_\_, day of \_\_\_\_\_ between the SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and \_\_\_\_\_ hereinafter called

Name, occupation, and address of Lessee. the Lessee) of the other part witnesseth that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the said Lessor doth hereby demise and lease unto the Lessee his executors administrators and assigns ALL that piece or parcel of land situate in the

Enter full description of land and boundaries. TOGETHER WITH all rights easements and appurtenances to the same belonging or reputed to belong thereto or usually held or enjoyed therewith except and reserving unto the Lessor all

mines and minerals within or under the said piece of land with liberty to enter thereon to work get and carry away the same TO HAVE and TO HOLD the premises hereinbefore expressed to be hereby demised and leased unto the Lessee his executors administrators and assigns for the term of thirty years from date of this instrument yielding and paying therefor during the said term the annual rent of Rs. \_\_\_\_\_ clear of all deductions on and commencing from the first day of the month immediately following the date of this lease and thereafter yearly on the first day of the said month during the said term upon and subject always to the following condition namely that the Lessee shall not at any time sell or part with his interest in the premises hereby demised (including the dwelling-house to be erected thereon) or any part thereof without the consent in writing of the Commissioner of the division for the time being first obtained and that if

\* Prescribed by Financial Commissioner's Notification No. 2, dated the 6th February 1899.

the Lessee shall at any time be desirous of parting with his interest therein the Lessor shall have the option of acquiring the same on paying therefor the value of the buildings then standing upon the land such value being determined in case of dispute by such officer as the Government of Burma may nominate in that behalf AND the Lessee doth hereby for himself, his heirs executors administrators and assigns covenant with the Lessor and his successors in office and assigns THAT he the Lessee his executors administrators or assigns will during the said term pay the said rents hereinbefore reserved at the times hereinbefore appointed for payment thereof clear of all deductions AND pay all existing and future taxes cesses rates and assessments of whatever kind in respect of or charged upon the said piece of land AND will at his or their expense and within one year from the date of this instrument erect upon the said piece of land upon a site and according to plans and elevations to be first approved of in writing by the said Commissioner one and not more than one good and substantial dwelling-house with proper and sufficient out-buildings and conveniences thereto fit for use and occupation and expend in such erection the sum of Rupees at the least AND will at the like expense throughout the said term as often as need shall be as the said Commissioner may require maintain and keep in good and substantial repair the said dwelling-house and all other buildings which shall be built upon the said piece of land AND will keep the said piece of ground cleared and free from vegetable undergrowth AND will not without the consent in writing of the said Commissioner first obtained use or permit to be used the premises hereby demised (including the dwelling house) except for residential purposes and will not without such consent first obtained let the said dwelling-house or the said premises to any person whomsoever. And if at any time the said dwelling-house shall not be occupied by the Lessee or by some person to whom he shall have let the same with the consent of the Commissioner as aforesaid will if required to do so by the said Commissioner let the same together with all the premises demised until such time as the Lessee shall desire to re-occupy the same himself to any officer of Government named by the Commissioner on a monthly tenancy at a rent to be fixed in case of dispute by such officer as the Government of Burma may nominate in that behalf AND will at the expiration or sooner determination of the said term deliver up to the said Lessor the said land and all buildings thereon: PROVIDED always and it is hereby agreed and declared that the aforesaid covenants on the part of the Lessee shall run with the land and shall be binding upon all persons for the time being having any rights under this lease or in or to the buildings on the said piece of land AND provided further and these presents are upon this express condition that if and whenever any part of the said rent shall be in arrear for one month whether the same shall have been demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee herein contained the Lessor and his successors in office and assigns may notwithstanding the waiver of any previous cause or right of re-entry re-enter upon any part of the said land in the name of the whole and thereupon the said term of thirty years shall absolutely determine AND the Lessor doth hereby for himself his successors in office and assigns covenant with the Lessee his executors administrators and assigns that he and they paying the rent

hereby reserved and performing and observing the several covenants by the Lessee hereinbefore contained may peaceably hold and enjoy the said piece of land hereby leased during the said term without any interruption by the Lessor, his successors in office or assigns or any person lawfully claiming through him them or any of them AND that of the Lessee his executors administrators or assigns shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall give notice in writing to the Lessor, his successors in office or assigns prior to the determination of the term hereby granted AND shall pay the rent hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee, his executors administrators or assigns to be observed and performed up to the expiration by afflux of time of the said term hereby granted he the Lessor his successors in office or assigns will upon the request at the expense of the Lessee, his executors, administrators or assigns execute and deliver to the Lessee, his executors, administrators or assigns a renewed lease of the said piece of land for the further term of thirty years at a rent to be determined by the Lessor his successors in office or assigns and under and subject to the same covenants provisions and agreements including this present covenant as are herein contained.

IN WITNESS WHEREOF

on

behalf of the Secretary of State for India in Council by order of the Lieutenant-Governor of Burma and have hereunto set their hands the day and year first above written.

*Witnesses—*

On behalf of the Secretary of State for India in Council by order of the Lieutenant-Governor of Burma.

*(Signature of Lessee with his occupation and address.)*



## FORM NO. XIII.\*

REVENUE  
U. B. Land II.

## Register of Leases of State Land which is waste.

(Rule 63, page 52.)

Name and survey No. (if any) of village or kwin.	Serial No. of lease.	Name of lessee.	Residence of lessee.	LEASE MADE BY ASSISTANT COLLECTOR, SECOND CLASS.†				LEASE MADE BY ASSISTANT COLLECTOR, FIRST CLASS.				LEASE MADE BY THE COLLECTOR.			
				Area.	Purpose for which lease is made.	Date of lease.	Date of expiry of term of exemption (if any).	Area.	Purpose for which lease is made.	Date of lease.	Date of expiry of term of exemption (if any).	Area.	Purpose for which lease is made.	Date of lease.	Date of expiry of term of exemption (if any).
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

\* Prescribed by Financial Commissioner's Notification No. 11, dated the 26th March 1896.

† Enter in this column in red ink leases made by any specially empowered thugyi.

XII (10), Page 182.—Substitute the following for Form XIII-B:—

REVENUE  
Land Register 3.

**FORM XIII-B.**

**Register of Licenses to enter upon temporary occupation of State land which is waste.**

(Rules 51J and 68 under the Upper Burma Land and Revenue Regulation.)

Serial No.	TERM OF LICENSE.		Number and year of proceedings.	DESCRIPTION OF LAND IN RESPECT OF WHICH LICENSE IS GRANTED.			Name of holder of license.	Residence of holder of license.	Monthly rent land revenue payable.	Initials of Deputy Commissioner.	Remarks.
	Begins.	Ends.		Block <i>Kwin</i>	Holding number and year of such numbers.	A ea.					
1	2	3	4	5	6	7	8	9	10	11	12
									Rs. A.		

*N.B.*—Four entries only should be made on each page.

*Instructions for the up-keep of Register* *Revenue*  
*Land Register 3.*  
**Register of Licenses.**

This register is to be maintained only in the Deputy Commissioner's Office. A separate volume should be kept up :

- (a) for each ward of the town where licenses are numerous ;
- (b) in the case of small towns for each separate town, separate parts of the same volume being allotted to different wards ;
- (c) for all lands outside towns.

**Column 1.**—The serial number entered in this column should ordinarily run in a separate unbroken series for each ward or *kwin* ; in other words, licenses should be numbered consecutively for each ward or *kwin* regardless of years. If assessment or demand rolls are made out by any unit other than a ward or *kwin*, these instructions should be read as referring to that unit, *e.g.*, if an assessment or demand roll is issued for a whole town, there should be one serial number of licenses for the whole town, and entries in the register for all wards should be made consecutively. It is essential that assessment or demand rolls should be capable of ready check with the register.

**Columns 5, 6 and 7.**—Where it is not practicable to identify a site by reference to holding numbers, the description of the land exactly as entered in the license should be written across these three columns.

**Column 10.**—Here enter the rent, etc., retained under the license.

**Column 12.**—Entries should be made in this column regarding the purpose for which the land covered by the license is occupied, and if the license be cancelled or renewed, the fact and date of cancellation or renewal should be entered with a reference to the proceedings, and in the case of renewal to the serial number of the renewed license.

**N. B.**—In the case of land in towns, a copy of the town or ward map, if any, should be pasted at the beginning of the register kept up for each town or ward.

(Financial Commissioner's Notification No. 14, dated the 28th January 1909.)

REVENUE  
U. B. Land 12.

FORM No. XIV.\*  
Instrument of Lease.  
(Rule 63, page 52.)

District , Township , Village.

A LEASE of the land comprising the area and on the conditions described below has this day been made to (here enter name of person to whom lease is made)—

1	2	3	4	5	6	7	8
Serial No. of lease.	Name of village in which the land leased is situated.	Purpose for which lease is made.	Period of exemption (if any) and date of its commencement.	Area of the land leased.	Boundaries of the land leased.	Officer by whom the land leased.	Remarks.

This lease is made in accordance with the rules under the Upper Burma Land and Revenue Regulation, 1889.

The term of the lease is years commencing on the and ending on the The rent is Rs. and is to be payable as follows :—

Date (Signature of officer making the lease.)

[Certified copy of the plan of the land if a plan has been made.]

(ON REVERSE OF THIS INSTRUMENT OF LEASE.)

Extract from the rules under the Upper Burma Land and Revenue Regulation, 1889.

\* \* \* \*

\* Prescribed by Revenue Department Notification No. 148, dated the 10th May 1892, as amended by Financial Commissioner's Notification No. 49, dated the 20th March 1905.

## REVENUE

L. B. Land 3.

## FORM No. XV.\*

License to enter upon temporary occupation of State Land which is waste.

(Rule 68, page 54.)

District

, Township

Village.

PERMISSION has this day been granted to \_\_\_\_\_, of \_\_\_\_\_ village, \_\_\_\_\_ township, to occupy temporarily for \_\_\_\_\_ years for the purpose of the lands situated in \_\_\_\_\_ village, \_\_\_\_\_ township, measuring \_\_\_\_\_ acres or thereabouts, and bounded as follows:—

North.—

South.—

East.—

West.—

Date

(Signature of Collector.)

## REVENUE

L. B. Land 7.

## FORM No. XVI.\*

Notice for Objection to allotment of Grazing-ground.

(Rule 76, page 56.)

District

, Township

, Village

The residents of \_\_\_\_\_ village are hereby informed that the Collector, being of opinion that the inhabitants of \_\_\_\_\_ village stand in need of a <sup>grazing-ground</sup><sub>cattle-path</sub> proposes to allot to them a <sup>grazing-ground</sup><sub>cattle-path</sub>, situated in \_\_\_\_\_ village measuring \_\_\_\_\_ acres or thereabouts, and bounded as follows:—

North.—

South.—

East.—

West.—

The residents of \_\_\_\_\_ village, \_\_\_\_\_ are hereby informed that if they have any cause to show why the allotment of the <sup>grazing-ground</sup><sub>cattle-path</sub> above described should not be made, they must show such cause before the Collector \_\_\_\_\_ at \_\_\_\_\_ village on the \_\_\_\_\_ day of \_\_\_\_\_. No objection made after that day will be received.

Date

(Signature of officer.)

\* Prescribed by Revenue Department Notification No. 148, dated the 10th May 1892, as amended by Financial Commissioner's Notification No. 49, dated the 20th March 1905.



REVENUE.  
L. B. Land 4.

## FORM No. XVIII.\*

## Notice of final allotment of Grazing-ground.

(Rule 77, page 56.)

*District* , *Township* , *Village*  
The residents of <sup>village</sup> <sub>villages</sub> <sup>village</sup> <sub>villages</sub> are hereby informed that <sup>grazing-ground</sup> <sub>cattle-path</sub>  
situated in \_\_\_\_\_  
measuring \_\_\_\_\_ acres or thereabouts, shown in the plan attached  
and bounded as follows:—

North—

South—

East—

West—

is henceforward reserved as a <sup>grazing-ground</sup> <sub>cattle-path</sub> for the inhabitants of <sup>village</sup> <sub>villages</sub> and that any person hereafter who occupies any part of such <sup>grazing-ground</sup> <sub>cattle-path</sub> for any purpose other than grazing, or who, without the special sanction of the Collector cuts, fells, or removes trees or underwood from such grazing-ground, or who removes grass therefrom during the months of December to May, both inclusive, may be punished with fine extending to fifty rupees, or, in default of payment of fine, with simple imprisonment for a term not exceeding fifteen days.

Date.

(Signature of Collector.)

REVENUE.  
Miscellaneous 47.

## FORM No. XIXA.†

## License for quarrying or collecting.....

(Rule 91C, page 60.)

.....DISTRICT.

(a)....., son of.....  
of (b).....village.....township,  
is hereby authorized to quarry or collect (c).....  
cubic feet of.....in the (d).....*kwin*  
of.....village,.....township, within  
the following boundaries:—

North—

South—

East—

West—

on payment of royalty at the rate of.....per 100 cubic feet and  
subject to the conditions given below. The royalty is payable to the  
(e).....of the.....

Collector.

Dated.....19...

Assistant Collector.

\* Prescribed by Revenue Department Notification No. 148, dated the 10th May 1892, as amended by Financial Commissioner's Notification No. 49, dated the 20th March 1905.

† Prescribed by Revenue Department Notification No. 500, dated the 19th December 1900.

[On the reverse of the Copy of Notice.]

To

The Superintendent, Land Records, District  
Surveyor, Circle.

Please enter the particulars of the allotment specified on the obverse in the *kwin* map, and plot the area allotted as shown in the attached plan and return this copy of the notice with a certificate that you have done so.

Dated \_\_\_\_\_ }  
The \_\_\_\_\_ 19 . }

*Signature of Collector.*

FROM

The Superintendent, Land Records, District.  
Surveyor, Circle.

To

(1) Copy of notice, with map attached, received on \_\_\_\_\_  
(date)

(2) Returned on \_\_\_\_\_

Certified that I have entered the particulars of the allotment specified on the obverse in the *kwin* map, and that I have plotted the area allotted as shown in the attached plan.

Dated \_\_\_\_\_ }  
The \_\_\_\_\_ 19 . }

Superintendent, Land Records.  
Surveyor.

Received \_\_\_\_\_

File in proceedings.

Dated \_\_\_\_\_ 19

*Signature of Collector."*

(Financial Commissioner's Notification No. 55, dated the 29th March 1909.)



## CONDITIONS.

(1) This license expires on the 30th June next following the date of issue, and shall then be returned to the officer by whom it was issued.

(2) Royalty shall be paid as soon as the mineral has been quarried or collected and before it is removed for sale or otherwise.

(3) No royalty shall be levied in the case of—

(a) laterite; or

(b) stone required for irrigation works; or

(c) clay required for domestic use or for making bricks for works of public utility or religious buildings within 10 miles of the place of extraction; or

(d) clay required for making bricks of such works or buildings, distant more than 10 miles from the place of extraction, when the Collector has granted the license under Rule 91C, explanation (d).

[Reverse.]

Date.	Number of cubic feet quarried.	Amount of royalty paid.	Signature of officer to whom the royalty is paid.

## REVENUE.

Miscellaneous 48.

## FORM No. XIXB.\*

License for quarrying or collecting.....

(Rule 91C, page 60.)

.....DISTRICT.

....., son of....., residing  
at .....village, .....township, is  
hereby authorized to employ.....workmen to quarry  
or collect (a).....in the.....of.....  
.....within the following boundaries:—

North—

South—

East—

West—

on payment in advance of a fee of.....rupees for each workman employed, making a total payment of .....rupees.

This license expires on the 30th June 19..... and shall then be returned to this office.

This license is not transferable.

Collector.

Dated.....19...

Assistant Collector.

\* Prescribed by Revenue Department Notification No. 500, dated the 19th December 1900.

## REVENUE.

Miscellaneous 49.

## FORM No. XIXC.\*

License to <sup>collect</sup>  
<sup>quarry</sup> and burn limestone.

(Rule 91C, page 60.)

.....DISTRICT.

....., of ..... village, .....  
 ownship, is hereby authorized to burn limestone in kilns in .....  
<sup>kwin</sup> ..... township and for this purpose to <sup>collect</sup>  
<sup>village</sup> ..... lime-  
 stone in ..... <sup>kwin</sup> ..... village .....  
 township, and within the following boundaries:—

North—

South—

East—

West—

on payment in advance of a fee of Rs. 10 per kiln.

This license expires on the 30th June 19..... and shall then be returned to this office.

Dated.....19...

Collector.

Assistant Collector.

## REVENUE.

Miscellaneous 50.

## FORM No. XIXD.\*

License to dig clay.

(Rule 91C, page 60.)

.....DISTRICT.

....., son of ....., of ..... village  
 ..... township, is hereby authorized to employ .....  
 ..... workmen to dig clay within the ..... <sup>kwin</sup> of .....  
 village, ..... township, within the following boundaries:—

North—

South—

East—

West—

on payment in advance of a fee of Rs.†....., being Rs..... for  
 each workman employed. He may remove the clay to .....  
 village... ..

This license expires on the 30th June 19... and shall then be returned to this office.

This license is not transferable.

Dated.....19...

Collector.

Assistant Collector.

\* Prescribed by Revenue Department Notification No. 500, dated the 19th December 1900.

† If this sum exceeds Rs. 20, one-half should be payable in advance and the other half on such date as the officer issuing the license may decide.

REVENUE.  
Miscellaneous 51.

## FORM No. XIX-E.\*

License to dig clay.

(Rule 91C, page 60.)

.....DISTRICT.

....., son of....., of.....  
village,.....township, is hereby authorized to dig and remove  
clay to the depth of.....feet from.....acres of land in.....  
kwin.....village.....township, within the  
following boundaries :—

North—

South—

East—

West—

during a period of.....years subject to the condition that he  
shall pay on or before the.....in each year a rent of Rs.....,  
being at the rate of Rs.....per acre.

This license expires on the.....19.....and shall then  
be returned to this office.

Dated.. .....19...

Collector.

Assistant Collector.

REVENUE  
Fisheries 5.

## FORM No. XX.†

Form of Fishery Lease.

(Rule 109, page 67, and Directions 118-9, page 145.)

[Exempt from stamp-duty under Exemption (b), Article 35, Schedule I, Indian Stamp  
Act, 1899.]

THIS instrument of lease made the ..... day of  
19 ..... between the Secretary of State for India in Council  
..... of the first part and ..... of the  
second part: Witnesseth that in consideration of the rent or revenue herein-  
after reserved and of the covenants on the part of the parties hereto of the  
second hereinafter contained the said Secretary of State for India in Council  
doth hereby demise unto the said ..... for the term  
of ..... years from the ..... day of ..... 19 ..... subject to the  
conditions stated in the schedule hereto the exclusive right of fishing in the  
fishery known as ..... situated in ..... village  
township ..... district and described in the plan hereto annexed.

Yielding and paying unto the said Secretary of State for India in Council  
during the said term the yearly rent or revenue of Rs. .... in instalments

\* Prescribed by Revenue Department Notification No. 500, dated the 19th Decem-  
ber 1900.

† Prescribed by Financial Commissioner's Notification No. 24, dated the 29th April  
1897, as amended by No. 49, dated the 20th March 1905.

of Rs. each to the Treasury Officer of the said district on the following days namely :—

	Amount	Date on which due.
First instalment	...	
Second instalment	...	
Third instalment	...	
Fourth instalment	...	

or in such other instalments or on such other dates as the Deputy Commissioner of the district may with consent of the lessee fix :

Provided that the sum of Rupees paid as earnest money shall be allowed for as part satisfaction of the first instalment of the first year's rent or revenue: And the said doth hereby for himself his heirs executors and administrators covenant with the said Secretary of State for India in Council that he will during the said term pay unto the said Secretary of State for India in Council the said rent or revenue at the times and in the manner aforesaid and will abide by observe and perform the conditions contained in the schedule hereto . In witness whereof on behalf of the Secretary of State for India in Council and the said have hereunto set their hands the day and year first above written.

Signed in the presence of

}

*Lessee.*  
*Sureties.*

*Schedule.*

CONDITIONS on which the fishery is leased—

- (1) If the date on which an instalment of the rent or revenue is payable fall due on a Sunday or a holiday, it shall be paid on the first day on which the treasury shall re-open.
- (2) The following fixed obstructions only shall be used at the times and places and with the openings for the passage of boats and of small fry given below :—

Fixed obstructions.	How marked on plan.	Dates between which may be used.	Openings to be left for the passage of (i) boats and (ii) small fry.

- (3) The lessee shall abide by, perform, and observe the rules made under the Upper Burma Land and Revenue Regulation, 1889, and all other rules relating to fisheries in Burma for the time being in force.
- (4) The lessee shall give security in an amount to be fixed by the Deputy Commissioner, which shall not be less than one year's rental, for the payment on due dates of the several instalments of rent or revenue, and shall at any time during the currency of the lease, when required by the Deputy Commissioner so to do, either add to any security already given or give new security in the place thereof.

*Signature of Lessee.*

REVENUE  
Fisheries 6.

## FORM No. XXI.\*

## Fishery Security Bond.

(Rule 109, page 67, and Directions 118-9, page 145.)

[Exempt from stamp-duty under Stamp Rule 22 (10).]

WHEREAS Maung \_\_\_\_\_ of \_\_\_\_\_ village has accepted from the Secretary of State for India in Council a lease of the fishery known as \_\_\_\_\_ situated in the \_\_\_\_\_ village for the term of \_\_\_\_\_ year(s) from the day of 19 \_\_\_\_\_ at a yearly rental of Rupees \_\_\_\_\_ to be paid to the Government Treasury in the following manner :—

	FIRST YEAR.		SECOND YEAR.		THIRD YEAR.		FOURTH YEAR.		FIFTH YEAR.	
	Amount.	Date.	Amount.	Date.	Amount.	Date.	Amount.	Date.	Amount.	Date.
	Rs.		Rs.		Rs.		Rs.		Rs.	
(1) First instalment ...		19		19		19		19		19
(2) Second instalment ...		19		19		19		19		19
(3) Third instalment ...		19		19		19		19		19
(4) Fourth instalment ...		19		19		19		19		19

or in such other instalments or on such other dates as the Deputy Commissioner of the district may with the consent of the lessee fix.

We \_\_\_\_\_ do hereby jointly and severally bind ourselves and our respective heirs executors and administrators to the said Secretary of State for India in Council to pay the said yearly rental punctually in the instalments and on the days above specified or in such other instalments or on such other dates as the Deputy Commissioner of the district may with the consent of the lessee fix† and as further security for the due payment of such instalments we do hereby mortgage to the said Secretary of State for India in Council the property of the description and value specified and detailed in the schedule hereto attached over which the said Secretary of State for India in Council shall have an immediate right of sale if the said instalments or any of them or any part thereof be not punctually paid: And we do hereby declare that we are entitled to mortgage the said property and that it is free from encumbrance of every description. In witness whereof we have set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in the presence of }

Sureties.

Schedule aforesaid.

\* Prescribed by Financial Commissioner's Notification No. 24, dated the 29th April 1897, as amended by No. 49, dated the 20th March 1905.

† To be entered when property is pledged.

REVENUE  
Fisheries 3.

## FORM No. XXIIA.\*

## License for a Fishing Implement in Class II of Schedule A.

(Rule 123, page 71, and Direction 122, page 146.)

CLASS I OR II.  
Division—  
District—  
Township—  
Year—  
Name of license-holder—

Residence { District—  
Township—  
Circle—  
Village—

Implement { Class—  
No.—  
Name—  
Length or number of pieces.

Total fee—

Minimum interest—

Date—

Signature of license-holder.

Signature of Revenue Officer.

## NO. I.—LICENSE FOR A FISHING IMPLEMENT IN CLASS I OR CLASS II OF SCHEDULE A.

(Not transferable.)

Division—  
District—  
Township—

The undermentioned person, having paid the prescribed fee is permitted to fish, during the year from 1st July 19 to 30th June 19, by means of the implement described hereunder, in any fishery in Upper Burma which has not been leased under section 32, sub-section (3), of the Upper Burma Land and Revenue Regulation, 1889:—

Name of license-holder.	RESIDENCE OF LICENSE-HOLDER.			
	District.	Township.	Circle.	Village.

## Implement in Class I or II of Schedule A

Class.	Number in column 3 of Schedule A.	Name.	Full description as given in column 5 of Schedule A.	Length or number of pieces.	Total fee in words and figures.	Size of smallest interest in inches.

This implement shall not be used in any place in such a manner as to impede navigation, or to interfere with the flow of water, or to prevent fish from proceeding up or down stream.

Date—

Place—

Deputy Commissioner.

Subdivisional Officer.

Township Officer.

NOTE.—This form will be used only for implements in Classes I and III.

(REVERSE.)

Extracts from Rules under Upper Burma Land and Revenue Regulation, 1880.

\* \* \*  
\* \* \*  
\* \* \*

(NOTE.—The above form of license will be printed on blue paper, and will be issued in books each containing 50 licenses the licenses and counterfoils in each book being numbered consecutively 1 to 50. The class and fee will be entered in the license and counterfoil by the officer who issues the license.)

REVENUE.  
FISHERIES 3 (a) TO 3 (g).

FORM No. XXIIB.\*

## License for a Fishing Implement in Class III to Class IX.

(Rule 123; page 71, and Direction 122, page 146.)

No. I.

CLASS III.—Fee, Five Rupees.

Division—

District—

Township—

Year—

Name of license-holder—

Residence { District—  
Township—  
Circle—  
Village—

Instrument { No. in Schedule A  
Name—

Minimum mesh—

Date—

Signature of license-holder.

Signature of Revenue Officer.

No. I.—LICENSE FOR A FISHING IMPLEMENT IN CLASS III TO CLASS IX.

(Not transferable.)

CLASS III.—Fee, Five Rupees.

Division—

District—

Township—

The undermentioned person, having paid the prescribed fee, is permitted to fish, during the year from 1st July 19 to 30th June 19 , by means of the implement described hereunder, in any fishery in Upper Burma which has not been leased under section 32, sub-section (3), of the Upper Burma Land and Revenue Regulation, 1889 :—

Name of license-holder.	RESIDENCE OF LICENSE-HOLDER.			
	District.	Township.	Circle.	Village.

Implement in Schedule A.

CLASS III.—FEE, FIVE RUPEES.

Number in column 3 of Schedule A.	Name.	Full description as given in column 5 of Schedule A.	Size of smallest interstice in inches.

This implement shall not be used in any place in such a manner as to impede navigation, or to interfere with the flow of water, or to prevent fish from proceeding up or down stream.

Date—

Place—

Deputy Commissioner  
Subdivisional Officer.  
Township Officer.

NOTE.—A separate license must be issued for each implement.

(REVERSE.)

Extracts from Rules under the Upper Burma Land and Revenue Regulation, 1889.

⋮  
⋮  
⋮

NOTE.—This form will be issued separately for each class of license in books containing 50 licenses, and the licenses and counterfoils in each book will be numbered consecutively 1 to 50.

REVENUE  
Fisheries 4.

## FORM No. XXIII.\*

## License for a fixed obstruction.

(Rule 131, page 72, and Direction 121, page 145.)

District.

License No.

The undermentioned person, having paid the prescribed fee, is permitted to erect and maintain the undermentioned fixed obstruction for the purpose of catching fish from the 19 to the 19 at the place described in the plan on the reverse.

License-holders's name.	LICENSE-HOLDER'S RESIDENCE.			
	District.	Township.	Circle.	Village.

Place where the fixed obstruction is to be erected.

Township.	Circle.	Village.	Kwin.	Stream or lake.

OBSTRUCTION IN SCHEDULE B.						
No.	Name.	Description as given in column 3 of Schedule B.	Width of stream in cubits.	Fee in words and figures.	Width of opening for boats in cubits.	Minimum interstice for small fry.
				Rs.		

Date

Deputy Commissioner.

\* Prescribed by Financial Commissioner's Notification No. 25, dated the 29th April 1897.



REVENUE  
Salt 5.**COUNTERFOIL.****License for the Manufacture of Salt.**

Serial No. for calendar year.

Name of license \_\_\_\_\_

Residence \_\_\_\_\_

Place of manufacture—

Township \_\_\_\_\_

Village \_\_\_\_\_

Vessels allowed (whether iron  
cauldrons or earthen pots).

Capacity \_\_\_\_\_

Number of vessels allowed—

License-fee per vessel \_\_\_\_\_

Amount paid on issue of  
license \_\_\_\_\_Balance how and when pay-  
able—First instalment, Rs. \_\_\_\_\_  
on \_\_\_\_\_Second instalment, Rs. \_\_\_\_\_  
on \_\_\_\_\_

DATE \_\_\_\_\_

Place \_\_\_\_\_

Assistant Collector

Serial No. for calendar year \_\_\_\_\_

**FORM No. XXIII C \*****License for the Manufacture of Salt.**

(Rule 142, page 75.)

MAUNG \_\_\_\_\_, of \_\_\_\_\_ village,

\_\_\_\_\_ township is hereby permitted to

manufacture salt in \_\_\_\_\_ village, \_\_\_\_\_ township,

and to employ in such manufacture \_\_\_\_\_ iron cauldrons  
\_\_\_\_\_ earthen pots

each of \_\_\_\_\_ gallons capacity.

2. This license expires on the 31st December 19  
and must then be returned to me through the village  
headman.

3. The license-fee is Rs. \_\_\_\_\_ (at the rate of

Rs. \_\_\_\_\_ per \_\_\_\_\_ cauldron). Of this amount Rs. \_\_\_\_\_  
\_\_\_\_\_ pothas been received by me. [a] The balance is payable  
to the Thugyi or village headman in the following  
instalments and on the following dates:—

First instalment, Rs. \_\_\_\_\_ on \_\_\_\_\_

Second instalment Rs. \_\_\_\_\_ on \_\_\_\_\_ [a]

DATE \_\_\_\_\_

Place \_\_\_\_\_ } Assistant Collector.

[a]—[a] To be struck out if whole license-fee is paid  
at once.

(ON REVERSE OF FOIL.)

*Memorandum of payments.*

	Amount paid.	Date of payment.	No. and date of chalan.	Signature of officer receiving payment.
	Rs.			
At time of issue ...	...			
First instalment ...	...			
Second instalment ..	..			

\* Prescribed by Financial Commissioner's Notification No. 23, dated the 7th March 1902.

REVENUE  
U.B. Land 13.

## FORM No. XXIV.\*

## Form of Notice of Demand.

(Rule 158, page 79 and Direction 104, page, 139.)

District—  
Township—  
Village—

You of village are hereby informed that an arrear of Rs. revenue, with costs, amounting in all to Rs. , is due from you, and you are hereby required either to pay the above amount or to appear before me on the of 19 to show cause why such amount should not be realized from you.

Date (Signature of Collector or Assistant Collector.)

REVENUE  
U. B. Land 14.

## FORM No. XXV.\*

## Notice of Attachment of Moveable Property.

(Rule 161, page 79.)

To the Thugyi of Village, Township.

WHEREAS of village, township, has been certified under section 40 of the Upper Burma Land and Revenue Regulation, 1889, to be a defaulter in the sum of Rs. on account of revenue due in respect of , you are hereby directed to attach the moveable property of the said up to the value of the amount of the arrear, and, unless the said shall pay to you Rs. , being the amount of arrear, inclusive of costs, to hold the said property in safe custody pending further orders.

You are further directed to return this notice on or before the day of with an endorsement certifying the date and manner on and in which it has been executed, or the reason why it has not been executed.

Date (Signature of Collector or Assistant Collector.)

REVENUE  
U. B. Land 15.

## FORM No. XXVI.\*

## Warrant for the Arrest of a Defaulter.

(Rule 167, page 80.)

To the Thugyi of Village, Township.  
WHEREAS a sum of Rs. is due by of village, township, on account of an arrear of revenue and costs of process, you are hereby required to arrest the said defaulter, and unless the said defaulter shall pay to you the said sum of Rs.

\* Prescribed by Revenue Department Notification No. 148, dated the 10th May 1902, as amended by Financial Commissioner's Notification No. 49, dated the 20th March

together with Rs. \_\_\_\_\_ for the costs of executing this process, to bring the said defaulter before me with all convenient speed.

You are further required to return this warrant on or before the day of \_\_\_\_\_ 19 \_\_\_\_\_ with an endorsement certifying the day and manner in which it has been executed or the reason why it has not been executed.

Date \_\_\_\_\_ (Signature of Collector or Assistant Collector.)

REVENUE  
U. B. Land 16.

## FORM No. XXVII.\*

## Order for Attachment of Immoveable Property.

(Rule 170, page 81.)

To the Assistant Collector in charge of \_\_\_\_\_ Township.  
WHEREAS an arrear of \_\_\_\_\_ revenue, amounting to Rs. \_\_\_\_\_ with costs of process amounting to Rs. \_\_\_\_\_, is due by \_\_\_\_\_ of \_\_\_\_\_ village in your township, you are hereby required to proceed in person and attach the immoveable property of the said \_\_\_\_\_ in village, consisting of—

Holding number—

Area of holding—

Boundaries of holding—

(or otherwise, as the case may be)

and unless the amount of the arrear with costs is paid by the said to proceed in the manner prescribed in Rules 171 to 174 of the rules under the Upper Burma Land and Revenue Regulation, 1889.

You are further required to return this order on or before the \_\_\_\_\_ with an endorsement certifying the date and manner on and in which it has been executed or the reason why it has not been executed.

Date \_\_\_\_\_ (Signature of Collector.)

REVENUE.  
Land 16.

## FORM No. XXVIII.†

## Certificate of sale of Immoveable Property under Section 42 of the Upper Burma Land and Revenue Regulation, 1889.

(Rule 176, page 82, and Direction 100, page 138.)

IN THE REVENUE OFFICE OF THE  
AT \_\_\_\_\_

Revenue

Proceeding No.

of 19- 19. .

THIS is to certify that—

(Name of purchaser in full)—

(Name of father or of mother)—

\* Prescribed by Financial Commissioner's Notification No. 49, dated the 27th September 1899.

† Prescribed by Financial Commissioner's Notification No. 112, dated the 20th November 1902.

(Caste, if any)—

(Occupation)—

(Residence)—

has been declared the purchaser at sale by public auction on the  
day of 19 of the holding known as (name, if any),  
being No. in the Cadastral

Survey map of the year 19 -19, situated in  
kwin, village, township, district  
[a] as shown in the attached plan and bounded as follows:—

North.—

South.—

East.—

West.—[a]

The land was sold for the recovery of arrears of land revenue due from—

(Name of defaulter)—

(Name of father or of mother)—

(Caste, if any)—

(Occupation)—

(Residence)—

and is free from all encumbrances except such as are specified below.

GIVEN under my hand and the Seal of the Court this day of  
19

Collector.

[To be printed on the reverse of the form.]

### INSTRUCTIONS.

1. This form may be used only when the sale certificate is written in English, the stamp duty being paid by means of an impressed stamp label. When the certificate is drawn up in Burmese or in any other Oriental language, it must be copied out upon an impressed sheet [Rules 5 and 9 (2) of the Stamp Rules, 1902].

2. The stamp duty, which is payable by the purchaser, is governed by Article 18, Schedule I, of the Stamp Act, II of 1899.

3. An unstamped copy of the certificate on which a note has been made of the amount of stamp duty paid on the original document shall be sent to—

- (a) the Registering officer within the local limits of whose jurisdiction the whole or any part of the property comprised in the certificate is situate;
- (b) the Revenue Surveyor in charge of the circle in which the land is situate.

The former shall file his copy in Supplementary Register Book I, and shall index the names of the defaulter and of the auction-purchaser in Index No. I, and the property in Index No. II (Rule 13 of the rules under the Upper Burma Registration Regulation, 1897).

[a-a] May be omitted when the land is situated in an area under Supplementary Survey.

The latter shall make the necessary alterations in the Register of Holdings and shall return his copy, with an endorsement stating that he has made these alterations, to the Revenue Officer, who shall file it in the proceedings (*Direction 100, page 138*).

4. If the property sold is not an agricultural holding, the following particulars shall be entered in the document in place of those specified in the form :—

- (i) nature of the property, *e.g.*, house, house-site, etc. ;
- (ii) situation of the property, *e.g.*, township, village, and—
  - (a) In the case of land (whether inclusive or exclusive of buildings on such land) situated in a large town, the name or number of the block or quarter of the town in which it is situate, the name or number of the lot, and, where the land sold forms part only of a lot, particulars sufficient to identify that part ;
  - (b) in the case of a building situated in a large town, when the land on which such building stands is not affected, the name or number of the street in which the building stands, and the name or number of building in that street, or, if neither street nor building has name or number, the name or number of the block or quarter and of the lot in which such building stands ;
  - (c) in the case of property situated in a small town or village, the name or number of the property, if any.

REVENUE  
Land 23.

### FORM No. XXIX(a).\*

#### Thugyis' Security Bond—(Joint).

(*Rule 180, page 83.*)

.....*District*.....*Township*.

WHEREAS.....the Collector of the.....

.....district has agreed to <sup>appoint</sup><sub>retain</sub> us the signatories hereto <sup>to</sup><sub>in</sub> the office of thugyis in the said district on our becoming sureties each for the other of us for the true and faithful performance of our duties as thugyis and for accounting to the said.....

.....and his successors in office for all revenue taxes cesses and other public moneys which shall come to the hands of each of us. Be it known that we the undersigned .....

.....are held firmly bound to the Secretary of State for India in Council and his successors in office in the sum of rupees.....

.....(Rs.....) for payment of which we bind ourselves jointly and each of us doth bind himself severally and our respective heirs and legal representatives firmly by these presents.

The condition of the above-written obligation is such that if we and each of us shall at all times hereafter duly and regularly account for and pay to the Collector of the.....district for the time being or to any person or persons who may be appointed for this purpose all revenue taxes cesses and other public moneys which shall come to our respective hands and in every other respect fully and faithfully per-

\*Prescribed by Financial Commissioner's Notification No. 33, dated the 31st March 1902, as amended by No. 116, dated 26th November 1902.

form and discharge the duties and obligations which from time to time shall devolve upon us or upon any of us as thugyis in the said district then the above-written bond or obligation shall be void otherwise the same shall remain in full force and virtue.

Signed by ..... | (a)  
in the presence of ..... | (b)

REVENUE  
Land 24.

FORM No. XXIX(b).\*

Thugyi's Security Bond—Co-villagers.

(Rule 180, page 83.)

... District, ..... Township, ..... Village.

WHEREAS.....  
the Collector of.....  
has agreed to appoint.....  
to be (or to retain..... in the appointment  
of) thugyi of the..... village of the.....  
..... district on our becoming sureties for the true and faithful  
performance of his duties as thugyi and for his accounting to the said.....  
.....  
and his successors in office for all revenues taxes cesses and other public  
moneys which shall come to his hands:

Be it known that we (*the sureties*).....

.....  
are held firmly bound to the said.....  
and his successors in office in the sum of Rupees.....  
to be paid to the Collector of the.....  
district for the time being for which payment to be well and truly made we  
bind ourselves jointly and each of us doth bind himself severally and our  
and each of our heirs, executors, and administrators firmly by these presents.

The condition of the above-written obligation etc. is such that if the said  
thugyi shall at all times hereafter duly and regularly account for and pay to  
the Collector of..... for the  
time being or to any person or persons who may be appointed for this  
purpose all revenues taxes cesses and other public moneys which shall come  
to his hands and in every other respectfully and faithfully perform and dis-  
charge the duties and obligations which from time to time shall devolve on  
him in his capacity of thugyi of..... village as  
aforesaid then the above-written bond or obligation shall be void otherwise  
the same shall remain in full force and virtue.

Signed by the abovenamed.....  
..... on the.....  
day of.....  
in the presence of.....

..... Witnesses.

\* Prescribed by Financial Commissioner's Notification No. 33, dated the 31st March 1902, as amended by No. 116, dated the 26th November 1902.

(a) Thugyi's signatures. | (b) Witnesses' signatures, with their descriptions and residences.



## FORM No. XXIX (c).\*

REVENUE

Land 25

## Thugyi's Security Bond—Immoveable Property

(Rule 180, page 83.)

.....District,.....Township,.....Village.

THIS Instrument made this.....day of.....  
 .....19.....between.....  
 .....of the one part and the Secretary of State  
 for India in Council of the other part:

WHEREAS.....the  
 Collector of.....has agreed to appoint.....  
 .....to be (or to retain... ..in the appointment  
 of) thugyi of the... ..village of the.....  
 district on the immoveable property set out and described in the schedule  
 hereunder written being conveyed to the Secretary of State for India in  
 Council as security for the said.....  
 accounting to the said.....  
 and his successors in office for all revenues taxes cesses and other public  
 moneys which shall come to his the said.....  
 .....hands: Now the said.....  
 .....doth hereby convey and  
 assign unto the Secretary of State for India in Council and his successors  
 in office the immoveable property set out and described in the schedule  
 hereunder written together with the appurtenances thereto belonging to  
 hold the same for every subject to the following proviso that is to say . .....

PROVIDED always that if the said.....  
 .....shall at all times hereafter duly and regularly account for  
 and pay to the Collector of .....for the time being  
 or to any person or persons who may be appointed for this purpose all rev-  
 enues taxes cesses and other public moneys which shall come to his hands  
 and in every other respect shall fully and faithfully perform and discharge  
 the duties and obligations which from time to time shall devolve on him in  
 his capacity of thugyi of.....village aforesaid then  
 the said Secretary of State for India in Council will after six months subse-  
 quent to the time when the said.....  
 .....shall cease to be such thugyi re-convey and assign unto the  
 said.....  
 .....or his heirs or assigns the said property herein expressed  
 to be hereby conveyed and assigned.

Signed by the abovenamed.....  
 .....in the  
 presence of.....  
 .....Witnesses.

## THE SCHEDULE.

Describe the property as required by section 21 of the Registration Act, 1877.

\*Prescribed by Financial Commissioner's Notification No. 33, dated 31st March 1902.





**REVENUE**

Land 22.

**FORM No. XXXII.\*****Application for Remission of Land Revenue.**

(Rule 231 page 89)

No court-fee stamp required, if remission of land revenue is sought on ground that a crop has not been sown or has failed.

In other cases, one anna stamp.

Application No. \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ Township.

Name of applicant ... ..

Father's name ... ..

Residence ... ..

† Names and Nos. of *kwins* ... ..

† Holding numbers ... ..

Nature of crop for which remission is sought.

Ordinary outturn ... ..

Probable outturn this year ... ..

Nature and cause of damage ... ..

Date of application \_\_\_\_\_

Signature of Applicant.

† The numbers of all holdings in the village occupied by the applicant and liable to assessment must be given.

Date fixed for inspection of crop... |



[To be torn off and returned to applicant.]

**RECEIPT FOR APPLICATION FOR REMISSION OF LAND REVENUE.**

Number in application register ... ..

Name and residence of applicant... ..

Names and Nos. of *kwins* ... ..

Holdings numbers ... ..

Nature of crop destroyed ... ..

Date fixed for inspection of crop ... ..

Date of receipt \_\_\_\_\_

Place \_\_\_\_\_

Signature of Assistant Collector.

\* Prescribed by Financial Commissioner's Notification No. 14, dated the 11th February 1902. Form No. XXX, Application for information, is not reproduced as the rule which prescribed it is now contained in the Burma District Office Manual, 1904. Form No. XXXI has been cancelled.

### REVENUE.

**U. B. Land 35.**

FORM No. XXXIII.\*

**Form of Proceedings and Report in cases of application for remission of Land Revenue.**

(Rules 236-6A, page 90.)

District_____	Name of Applicant_____
Township_____	Wife or father's name_____
Village_____	Residence_____
Name and, if surveyed, No. of <i>kwin</i> _____	Date of application_____

*Particulars.*

1	2	3		4		5	6		7				
Nos. of holdings.(a)	Description of land revenue.(b)	Total cropped area and estimated full outturn in ordinary year.		Area and amount of damaged or destroyed crop.		Proportion of damaged or destroyed crop to outturn in ordinary year [Rule 230 (b) and Explanation 2], [column 4 (b) ÷ column 3 (b)].	Revenue assessed on total cropped area [column 3 (a) × column 6 (a)].		Amount of remission due (Rule 230) [column 6 (b) × column 5].				
		Area.	Out-turn.	Area.	Out-turn.		Rate.	Amount.					
		Ac. D.	Baskets.	Ac. D.	Baskets.		Rs.	Rs.	A.	P.	Rs.	A.	P.

(a) Here enter the numbers of all holdings in the village occupied by applicant which are cropped with the description of crop for which remission is sought. (See explanation to Rule 230.)

(b) *Kaukkyi, mayin, kaukyin*, or other.