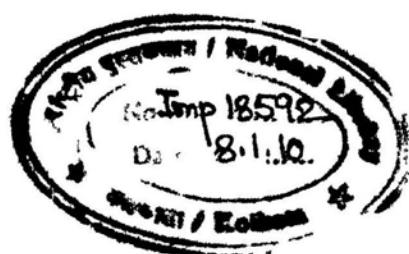

THE UPPER BURMA TOWN AND VILLAGE
LANDS DIRECTIONS 1911,
AND
TOWN LAND FORMS.

RANGOON: OFFICE OF THE SUPPLY, GOVT. PRINTING, BURMA, OCT. 1911.



The Upper Burma Town and Village Lands Directions, 1911.*

These directions may be cited as "**The Upper Burma Town and Village Lands Directions, 1911.**"

The word "Section" used in conjunction with a number refers to the section of the Upper Burma Land and Revenue Regulation, 1889, bearing that number.

The word "Regulation" used alone refers to the Upper Burma Land and Revenue Regulation, 1889.

The word "Rule" used in conjunction with a number refers to the rule bearing that number in the rules under the Upper Burma Land and Revenue Regulation, 1889.

The word "Form" used in conjunction with a number refers to the form bearing that number in the forms prescribed under the Upper Burma Land and Revenue Regulation and Rules.

For facility of comparison with the Lower Burma Town and Village Lands Directions, the numbering of those Directions is preserved, alterations being shown in *italics*.

Entries like "Land Register 3", "Lease 1 and 1(*a*)" refer to the form numbers in the new Land*Revenue guard book now under issue.

R. F. GREER,

Secretary to Financial Commissioner, Burma.

RANGOON, 1st October 1911.

* Referred to in the Financial Commissioner's notification No. 110, dated 30th August 1911, which supersedes previous directions.

CHAPTER I.

Provision of Village Sites and Recovery of Cost of Acquisition.

1—12. [*Inapplicable to Upper Burma.*]

CHAPTER II.

Directions regarding Civil Stations.

13. The Local Government considers it expedient to reserve areas at all important towns as Civil Stations.

14. The Deputy Commissioner of each district should, after a personal inspection made for this specific purpose, decide whether reservation is necessary or not in the case of each town in his district. Ordinarily it will not be necessary to make such reservations except at the headquarters of districts and of the more important subdivisions.

15. Having decided that reservation is necessary, the Deputy Commissioner should mark out an area for reservation consisting of land on which he can control building operations.

16. If all the land is at the disposal of Government, no difficulty need arise. If it is necessary to acquire land for the purpose, the sanction of Government will be necessary and the project must be sent up for orders in the usual way, the cost of the proposed acquisition being reported. If the proposed area is within a Municipality or a Small Town, the Deputy Commissioner should consult the Municipal Committee or Town Committee as to whether they have any objections to the reservation of the area.

17. If the Civil Station is in a Municipality or a Notified Area [small town], the erection of buildings, etc., will be subject to bye-laws, if any, framed by the Municipal or Town Committee and the Deputy Commissioner should address the Municipal Committee or Town Committee with a view to their drawing up suitable building bye-laws or revising existing bye-laws so as to secure that houses in the Civil Station shall be built or rebuilt in a style not out of keeping with surrounding dwellings. Whether the Civil Station is in a Municipality or Small Town or not, the Deputy Commissioner should move the Municipal

or Town Committee to make suitable bye-laws for land in the Municipality or Small Town which is adjacent to the Civil Station.

18. If the Municipal Committee or Town Committee is unwilling to comply with the wishes of the Deputy Commissioner, the matter shall be reported to the Commissioner, who will take such action under the Municipal Act either on his own motion or after report to Government as may be expedient.

19. But apart from the Municipal law, section 26, sub-section (2), clause (1) provides for the imposition of conditions relating to the lease of land, and Rule 51M (1) and *provisos (a) and (b) under Rule 51M (3) under the Upper Burma Land and Revenue Regulation* have prescribed conditions to be observed in Civil Stations.

20. It is not necessary that the whole of the area reserved as a Civil Station should be vacant land. There is no objection to the inclusion therein of land occupied by Government buildings either official or residential, or even the inclusion of land held in private ownership or on lease from Government. The object to be attained is that the area included in the Civil Station should be reserved for houses of a European type. The area should therefore not include any houses of a non-European type unless it is proposed to acquire such houses and to pull them down. Where land held in private ownership is included, there is some danger of its being diverted at a future date to objectionable uses, but the danger can be mitigated by appropriate building bye-laws, if the area is in a Municipality or Notified Area.

21. When the Deputy Commissioner has decided upon the area to be reserved for a Civil Station and when he has obtained such sanction as may be necessary for the acquisition of any land included in such area, he shall report the boundaries of the land to the Financial Commissioner through the Commissioner of the Division. It is the practice for the Financial Commissioner to notify under *Rule 1, clause (2) (g)* and *Rule 51L (1)* the areas to which the rules for the disposal of land in the Civil Station are to apply, and the Deputy Commissioner's report shall be accompanied by a draft notification which shall give the boundaries of such land. The Deputy Commissioner shall also report whether the area is in a "town" constituted under section 3 (2) of the *Upper Burma Land and Revenue Regulation, 1889*, and, if not, whether he recommends its addition to an existing town or its separate notification.

22. When the Financial Commissioner has notified the area to be a Civil Station, the area shall be marked out by the Deputy Commissioner and the Executive Engineer and shall be divided into lots. The external boundaries of the Civil Station shall be demarcated permanently with stone or iron pillars of a distinctive shape.

23. A map shall be prepared showing such boundary marks and the roads and lots within the Civil Station, and the prominent features of the land adjoining it on all sides. Copies of the map shall be supplied to the Subdivisional Officers and Township Officers, Executive Engineer, and Municipal Committee or Town Committee.

24. At the same time as he marks out the Civil Station into lots, the Deputy Commissioner should prepare a scheme showing the class of houses to be erected in the Civil Station. The Civil Station may be divided into sections, two or more in number as may be convenient, and the regulations regarding the minimum size of house, the minimum area to be left uncovered by buildings, and the minimum cost may vary in the different sections. One section of the Civil Station may, for example, be reserved for European Gazetted Officers and others who desire to live in the same style of building. Another section may be reserved for Burman Gazetted Officers, Myoðks and the like. And a third section may be reserved for clerks, lower subordinates of the Public Works Department and so on. The scheme of allotment should be sent to the Commissioner and may be modified by him as he thinks fit. The scheme when sanctioned should be communicated to all services and departments interested, and no departure from the scheme should be permitted without the special sanction of the Commissioner in the case of any new building.

25. It will sometimes happen that a Civil Station includes buildings erected under leases which were issued under old rules but which contain conditions rendering it possible to bring the buildings into conformity with the general scheme sanctioned for the Civil Station. In other cases where there are no such conditions there may be opportunities for imposing such conditions upon the expiry or renewal of leases, as for example where under the terms of a lease, sanction is required for the reconstruction of a building. In such cases District Officers should take advantage of the conditions or of the expiry or renewal of leases, to impose conditions preventing new houses or existing houses from being put to uses which interfere with the amenities of the remainder of the inhabitants of the station.

or section of the station; to provide against the erection of cooly barracks or similar objectionable buildings, and generally to bring the plots under such leases into conformity with the Civil Station Rules.

26. The forms of leases provide for the control of the kind of buildings to be erected and for the prevention of overcrowding.

27. It is the duty of Deputy Commissioners from time to time, and at least once a year, to verify that the conditions of the leases are being complied with.

CHAPTER IIA.

LEASES OF SITES FOR CLUBS.

27A. *Leases of sites for clubs, i.e., places for out-door as well as in-door recreation, if for purposes other than building or if the area exceeds 3 acres, require the Financial Commissioner's sanction and should be made in Form Land Rev. II, U. B. Lease 1. As it is the duty of the Deputy Commissioner to see that the covenants and conditions of the lease are observed, it is necessary that the lease should be made out in the name of some other resident who is prepared to accept the position of the trustee of the club. The instrument is liable to stamp duty as a lease and to a stamp-duty of Rs. 15 on account of the declaration of trust in covenant 12.*

CHAPTER III.

LAND-HOLDER'S RIGHTS.

28-29. *[Inapplicable to Upper Burma.]*

CHAPTER IV.

DISPOSAL OF LAND IN RANGOON.

30. *[Inapplicable to Upper Burma.]*

CHAPTER V.

DISPOSAL OF LAND TO JOINT-STOCK COMPANIES.

31. [*Inapplicable to Upper Burma.*]

CHAPTER VI.

GRANTS OF LAND [RULES 52—55].

32. Every deed of grant of town lands other than a deed made in Form No. *Land Revenue II, Grant 1*,* should contain the following conditions in addition to any other which may be settled in particular cases:—

- (1) That the property shall be liable to be resumed by the Government if used for other than the specific purpose or purposes for which it is granted; and
- (2) That, should the property be at any time resumed by the Government, the compensation payable therefor shall not exceed the amount (if any) paid to the Government for the grant, together with the cost or their present value, whichever shall be the less, of any buildings erected or other works executed on the land by the grantees.

33. †When a grant of land requires the sanction of the Financial Commissioner, of the Local Government or of the Government of India, care should be taken to specify clearly the part of the town in which the land applied for is situate and its present condition. When necessary, a small scale map should be forwarded.

34. It is not intended that a Deputy Commissioner in exercise of his power to grant land revenue-free for a religious edifice (Rule 52), or for a public purpose (Rule 54A), should by two separate deeds of grant, whether issued simultaneously

* Form not reproduced; see Land Rev. Guard-Book, Part II.

† Letter No. 2225—320—2, dated the 15th October 1901, from the Secretary to the Government of India, Department of Revenue and Agriculture, to the Secretary to the Government Burma.

or at different times, dispose of an area which he could not grant by a single deed. When calculating the capitalised value of land for which application is made, in order to determine whether the area is within his power of sanction, the Deputy Commissioner should include the value of any land in the same town or village previously granted revenue-free, whether by himself or by a predecessor or by some higher authority, to the same person or as an appanage of the same building.

35. It is not necessary to obtain the Financial Commissioner's previous sanction under Rule 54A in each case. The entry of each grant in the detailed return of lands alienated prescribed by the Financial Commissioner's Circular No. 14 of 1902 will suffice.

35A. When a reference is made to Government under Rule 52, solely in order that the Lieutenant-Governor's signature may be obtained in a special form, the application should be submitted direct to Government by the Deputy Commissioner, and should not be sent through the Commissioner or the Financial Commissioner.

CHAPTER VII

ACQUISITION OF LAND FOR THE FORMATION OF TOWNS.

36 The following extract from paragraph 2 of the Directions under the Land Acquisition Act, 1894, published with the Financial Commissioner's Notification No. 150, dated the 10th October 1907, explains on what principles land may be acquired for the formation of towns:—

"In towns, while it is not admissible for Government to acquire lands solely as a financial speculation in the hope of being able ultimately to make a profit on the transaction, yet where any real public purpose can be served, it is open to Government to acquire land under the Act to be subsequently let out on building leases. For instance, the acquisition of land in order that a town may be laid out on sanitary and convenient lines is acquisition for a public purpose, and acquisition of land by a Municipal Committee in accordance with section 83 of the Burma Municipal Act (III of 1898) may be made under the Land Acquisition Act.

"In the case of proposed acquisitions at railway stations in the Pegu Division, Government accepted the principle that it might be desirable to acquire the whole of the land to be laid out for a town, in order to recoup its expenditure by the sale of leases; but Government insisted that there should be reasonable certainty of recouping the expenditure within one or two years and that this certainty should be based either on the fact that the town had already extended over the area to be taken up or on the expectation that the area would be so occupied within a short time. The existence of exceptional cases where sanitary grounds might justify an acquisition financially unprofitable was nevertheless admitted. An alternative system which has been approved as an experiment is as follows:—

"Land-owners give up free of cost sufficient land for roads and drainage spaces and the *District Fund* bears the cost of constructing roads. Land-owners balance the additional value imparted by roads and drains to their lands against the value of the lands surrendered for roads and drains. Notifications are required for acquiring formally the lands given up by the land-owners for roads and drainage spaces."

Cost of Acquisition of Land how met.

37.* Except in the case of the towns, where town land rents are credited to Local Funds, the cost of acquiring land in towns shall be debited as follows:—

- (a) The cost of acquiring land from which rents are to be derived, or on which Provincial or Imperial buildings, such as court-houses, police-stations, etc., are to be built should be debited to Provincial or Imperial.
- (b) The cost of acquiring land for making roads or municipal buildings, such as bazaars, slaughter-houses, etc., should be debited to the Municipal Fund if the town is a Municipality, to the Town Fund if the town is administered by a Town Committee, and to the District Fund if no separate fund is maintained for the town.
- (c) When a large area of land is acquired for the purpose of laying out a town, a rough calculation should be made of the area which will be occupied by roads,

* Government's Financial Department Circular No. 3 of 1893.

houses, and public buildings, and the total cost of acquisition should be divided between Provincial or Imperial and Local in such a manner that the sum debited to each head of account bears the same proportion to the total cost of acquisition as the area to be appropriated to the various purposes corresponding to those heads of account bears to the total area.

38.* In the case of the towns *where town land rents are credited to Local Funds*, the cost of acquiring land from which rents are to be derived, as well as the cost of acquiring land for municipal buildings, should be debited to Local Funds. The cost of acquiring land to be used for non-municipal buildings should be met from Provincial or Imperial. When a portion of the cost is to be borne by Imperial or Provincial and a portion by Local Funds, the portion payable by each should be calculated in the manner indicated in Direction 37 (c).

CHAPTER VIII.

RAILWAY TOWNS.

39. The term "Railway Town" was formerly applied in Lower Burma to areas near railway stations—

- (a) where special rules (circulated with the Chief Commissioner's letter No. 6579—4L., dated the 21st September 1881) applied to the lease of sites;
- (b) where some or all of the land had been acquired under the Land Acquisition Act;
- (c) which were laid out on a standard plan.

After the promulgation of the Land Acquisition Directions of September 1894, the practice of acquiring land at railway stations in order to forestall a probable demand for dwelling-house sites and warehouse sites and to obtain for Government the benefit of the unearned increment was discontinued. But acquisition is admissible if any real public purpose can be served, *vide* Direction 36. A "Railway Town" is now simply a town on the railway line and is of special importance because the opening of a railway station attracts population with unusual rapidity, so that an exceptional opportunity for laying out a town on sanitary lines presents itself.

* Government Financial Department Circular No. 3 of 1893.

CHAPTER IX.

SITES FOR RAILWAY TOWNS.

40.* The arrangements suggested in the Plan and Memorandum reproduced in the Appendix to these Directions for laying out Railway Towns should be followed as closely as possible when future railway towns are laid out.

41.* Each project for starting a railway town should be submitted by the Deputy Commissioner, through the Commissioner, for the approval of the Sanitary Board, which, before passing orders, will consult the Sanitary Engineer.† The site plan of the proposed town should be submitted together with a report from the Civil Surgeon based on personal inspection as to the suitability of the proposed site from a sanitary point of view, and the arrangements which are proposed for—

Water-supply,

Drainage,

Disposal of sewage, night-soil, rubbish, etc.

Burial and burning-grounds,
should be fully reported.

42.* No railway town should be started until the project has been considered and approved by the Sanitary Board as above and until such roads, drains, etc., as are necessary at first have been completed and arrangements made for general sanitation and the protection of the water-supply.

43. While proposals for laying out a railway town are being matured, the following action should be taken :—

(a) A tenure map should be prepared.

(b) Notices of eviction under section 25 (d) of the Regulation should be issued.

44. [*Inapplicable to Upper Burma.*]

* Letters No 422—3Z.-11, dated the 13th February 1899 and No. 747—4Z.-10, dated the 22nd May 1905 from the Secretary to the Government of Burma, to the Financial Commissioner, Burma.

† The Sanitary Engineer is now a member of the Board (*vide* Government's General Department Circular No. 56 of 1906).

CHAPTER X.

REVENUE AND RENT, AND THE FUNDS TO WHICH THEY ARE CREDITABLE. RENT AND REVENUE FROM FRUIT TREES. ASSESSMENT OF LAND REVENUE ON LAND HELD BY MUNICIPALITIES. PREPARATION OF TAX RECEIPTS. RATES OF COMMISSION.

45. The Local Government has decided not to levy land revenue on house sites in order to recoup the cost of the surveys on the scale of 64" to the mile, which have been executed in practically all towns of any importance. *Government has deferred the consideration of the general question of the assessment of town sites to revenue or rent for the present. In the meantime no change in the existing practice should be made.*

45A. Land revenue is not to be assessed on the land provided by Government for the Burma Railways Company.

Assessment of Land in Towns and Villages.

45B. *Government has directed the exclusion from assessment of—*

- (i) *Plots of land in villages not exceeding one-quarter of an acre each in extent and occupied by or appertaining to buildings; and*
- (ii) *Plots of land in towns not exceeding one-quarter of an acre each in extent and occupied by or appertaining to buildings which are assessed to one of the taxes specified in section 46, sub-section (1), Division (A), clause (a), clause (b), clause (c) or clause (d) of the Burma Municipal Act of 1898.*

46. Land revenue should not be credited to Local Funds.

47. Municipal Committees have no authority to levy rents from town lands which belong to Government: Town land rents, as well as land revenue, belong to Provincial Revenues and should not be credited to Local Funds, *except under special orders in the case of certain towns.*

48. *[Inapplicable to Upper Burma.]*

Rent and Revenue from Fruit Trees.

49.* The following instructions relate to the assessment of land revenue on fruit trees (including palms) and to the renting out of such trees when owned by Government in towns and villages :—

(i) Fruit trees in homestead plots exceeding a quarter of an acre should be assessed to revenue in the ordinary way as being part of the land or, if the owner of the tree be not the owner or occupier of the land, at the fixed revenue rate per tree.

(ii) Fruit-trees standing in homestead plots of one-quarter of an acre or less should enjoy to the full the exemption conferred by clauses (i) and (ii) of *Direction 45B*.

(iii) The sale or lease of permission to collect fruit or sap should be confined to trees standing on unoccupied land which is the property of Government. Even where Government is believed to be the owner of trees standing on land privately occupied, the right of the occupier to the yield of the trees is to be admitted.

Assessment of Land Revenue on Land held by Municipalities.

50.† (1) The Government of India have issued the following orders regarding the assessment of land revenue on land held by Municipalities :—

(a) Lands, such as roads and sites of hospitals, dispensaries, schools and the like, which yield no return to private individuals or local bodies and are devoted to public purposes should be exempted from assessment to land revenue, subject to the conditions—

(i) That when the value of the land revenue proposed to be remitted capitalised at 4 per cent. exceeds the limits laid down in Government of India Resolution No. 1—141-151,‡ dated the 6th February 1872 (namely, Rs. 3,000), the previous sanction of the Government of India shall be obtained to such remission; and

* Financial Commissioner's Circular No. 11 of 1900.

† Financial Commissioner's Circular No. 7 of 1904.

‡ Reproduced as Appendix I to the Upper Burma Land Revenue Manual.

(ii) That the exemption shall continue only for such time as the condition upon which it is made is fulfilled.

(b) Lands appropriated for markets, cart-stands and similar objects from which an income is raised, should contribute their share of land revenue.

(2) Redemption of land revenue in cases where it is leviable under the instructions above is contrary to the policy of the Government of India and should not in future be permitted.

Preparation of Tax Receipts.

51-51A [See *Burma Land Revenue Directions 128 and 130.*]

Rates of Commission.

52.* Commission at the rate of 4 per cent. on total collections will be paid to ward headmen who collect land revenue and rents of town lands. Village headmen who collect town land rents will be paid commission at the rate of 5 per cent. on total collections. Such commission should be paid by cheque and should not be deducted from the amount collected. The cheques should be drawn upon Local Funds when they get the rents.

CHAPTER XI.

DISPOSAL OF LAND NEAR GOVERNMENT BUILDINGS.

53.† To ensure that land which may shortly be needed for Government purposes is not alienated and that no land is granted or leased in the neighbourhood of Government buildings in such a way as to endanger such buildings through risk of fire, the Local Government has directed that Revenue Officers shall be guided by the following instructions in the future disposal of waste lands:—

(i) The Executive Engineer will keep the Deputy Commissioner informed from time to time of the areas of waste land in towns which, in his opinion, should be kept in the possession

* Financial Commissioner's Circular No. 6 of 1896, and Revenue Secretary's letter No. 81—51T-54, dated the 8th July 1908, to the Financial Commissioner.

† Government's Revenue Department Circular No. 59 of 1903.

of Government as being likely to be needed in future for Government buildings or other public purposes, and within such areas no grant or lease will be given by the Deputy Commissioner or a Subordinate Revenue Officer without prior reference to the Executive Engineer.

(ii) No grant or lease of waste land for building or other purposes shall be made in any town or village within 50 yards of land occupied as the site of a Government building without prior reference to the Executive Engineer. The boundaries of land so occupied should be demarcated where this has not already been done.

(iii) If in any case referred to the Executive Engineer as above, the Deputy Commissioner does not agree in the views of the Executive Engineer, the case should be submitted to the Commissioner for orders.

54.* The Executive Engineer's letters notifying the areas which he considers should be reserved should be filed in the Main File containing the standing orders under the Regulation; the original letter should be placed in the Deputy Commissioner's Main Files and copies should be placed in the Main Files of the Subdivisional Officers and Township Officers concerned. The areas should also be marked in a distinctive colour on the existing maps of towns.

CHAPTER XII

SURVEYS.

55-56. [See *Burma Land Revenue Directions 25-29.*]

CHAPTER XIII.

GRANT OF COPIES AND INSPECTION OF TOWN LAND RECORDS.

57. [See *paragraphs 334 to 367 of Land Records Manual.*]

* Letter No. 864-871-5T.-6, dated the 26th October 1906, from the Secretary to the Financial Commissioner, Burma, to Commissioners.

CHAPTER XIV.

RETURN OF AGRICULTURAL STOCK.

58. [See *Burma Land Revenue Directions* 278—281.]

CHAPTER XV.

PLAINTS IN REVENUE CASES.

59. [See *Burma Land Revenue Direction* 1.]

CHAPTER XVI

EXTRACTION OF MINERALS AND LEVY OF ROYALTIES THEREON.

60. The extraction of minerals generally results in leaving unsightly and insanitary pits and causes the accumulation of stagnant water. Such pits may have to be drained or filled up in the interests of sanitation at considerable expense. Licenses to extract minerals in or under lands *in towns and villages* should therefore be issued only in very exceptional circumstances and should be restricted to localities where excavations are unobjectionable on sanitary grounds.

Licenses to extract minerals, free of royalty, are forbidden except in the case of laterite or stone-metal required for municipal or local public roads

61. Licenses for the extraction of minerals shall be in one or other of the forms* shown in the subjoined table against each mineral, and shall specify the rent, royalties, or fees to be paid by the licensee therefor at the rate shown in the following scale for the extraction of such mineral under such form of license or at such other rate as the Financial Commissioner may, by general or special order, prescribe :—

* Forms not reproduced ; see Land Revenue Guard-book, Part IV.

Name of Mineral.	Form of License.	Amount payable.
Laterite or stone-metal for municipal or local public roads	Land Rev. IV, Minerals 1	Exempt from royalty
Laterite for other purposes.	Land Rev. IV, Minerals 1	Rupee 1 per 100 cubic feet
Limestone	Land Rev. IV, Minerals 1	Rupees 2 per 100 cubic feet extracted
	Land Rev. IV, Minerals 3	Rupees 20 per kiln in advance.
Stone for irrigation works, railway ballast or public works.	Land Rev. IV, Minerals 1	Rupee 1 per 100 cubic feet
Sandstone	Land Rev. IV, Minerals 1	Rupee 1 per 100 cubic feet extracted
	Land Rev. IV, Minerals 2	Rupees 10 per annum for each workman employed.
Clay	Land Rev. IV, Minerals 1	Rupee 1 per 100 cubic feet
	Land Rev. IV, Minerals 4	Rupees 10 per annum for each workman employed.
	Land Rev. IV, Minerals 5	Rupees 100 per pugmill.
	Land Rev. IV, Minerals 6	A rent per acre calculated as follows:— Let P = twice the highest rate per acre of land revenue in the <i>kwm</i> . Let T = the term of years within which the clay will be completely removed from an acre, with the number of workmen and the appliances specified by the applicant. Then $P + \frac{P \times 30}{T}$ shall be the rent per acre. N.B.—One man can remove 13,200 cubic feet of clay in one year.
Marble	Land Rev. IV, Minerals 1	Rupees 4 per 100 cubic feet extracted.
	Land Rev. IV, Minerals 2	Rupees 10 per annum for each workman employed.
Gypsum and other minerals in respect of which special rules do not exist	Land Rev. IV, Minerals 1	The royalty or fee payable under either form to be determined by the Commissioner in each instance, subject to the approval of the Financial Commissioner.
	Land Rev. IV, Minerals 2	
Granite	Land Rev. IV, Minerals 1	Rupees 2 per 100 cubic feet extracted.

Explanations—

(a) For the purpose of determining the license fee in cases where women and children are employed, two women or four children may be taken as equal to one man.

(b) When alternative licenses are shown against a mineral, the Deputy Commissioner may decide in which form the license shall be granted.

(c) Except in the case when laterite or stone metal is required for municipal or local public roads, royalty shall be levied on all minerals, when extracted by private persons (including contractors), even though said to be intended for sale to a public department.

62. [*Inapplicable to Upper Burma.*]

63. The royalties and rents payable under licenses granted in Form No. Land Revenue IV, Minerals 1, or Land Revenue IV, Minerals 6, shall be payable direct into the district treasury or the sub-treasury.

64. Licenses must be returned on expiry to the officer by whom they were issued, who will check the entries made on the reverse of licenses in Form No. Land Revenue IV, Minerals 1, with the payments into the Government treasury.

65. Applications for licenses may be made either direct to the Deputy Commissioner or to an officer empowered by him to issue them or to the *thugyi* or ward-headman within whose charge the applicant resides. The *thugyi* or ward-headman shall forthwith submit to the Deputy Commissioner or the officer empowered by him any application made to him for a license, showing the kind of mineral for which the license is required, together with a rough sketch or description of the place selected for excavation, and a report as to the advisability of granting the application. The Deputy Commissioner or other officer, as the case may be, will then note on the application the amount of rent or fee payable in advance and also the royalty chargeable under the form of license which it is proposed to issue and will inform the applicant of the amount so payable. When the fees or rents noted have been paid into the treasury or sub-treasury, the applicant shall submit the receipted chalan to the Deputy Commissioner or other officer, who will fill in the licenses and counterfoils and deliver the former to the applicant.

Thugyis and ward-headmen should also be required to give a list of the names of persons who have not applied but who

are believed to be extracting or are likely to extract minerals during the course of the year. Officers should make use of the list when on tour in order to ascertain whether unlicensed extraction of minerals is being carried on in towns and villages.

66. Penalty for unauthorised extraction of minerals in contravention of Rule 91A is provided for in Rule 91G.

APPENDIX I.

(See *Direction* 40.)**Memorandum with Plan showing arrangements suggested for laying out Railway Towns.**

The following notes have been drawn up in connection with the accompanying plan, and it is suggested that, when circumstances admit, Railway Towns should be laid out accordingly:—

(a) At minor stations there are usually only two authorised entrances to railway premises, both situated on the road leading from the level-crossing: one leading to the station-house for passengers and the other to the goods-yards. Other entrances are occasionally allowed opposite the station or into the goods-yard, but these should not be taken as part of the scheme.

(b) The main road of the town should be aligned with the level-crossing of the station, whether this be to the north or south.

(c) When the ground is suitable the houses should generally be situated on the same side of the line as the station-house. On the other side, godowns for paddy, salt, or general goods, and timber yards may be allowed.

(d) At some stations the station-yard is of greater extent than shown on the plan owing to more land having been acquired in anticipation of considerable trade springing up with the Shan States or elsewhere, when passes are improved, feeder-roads constructed, and the means of communication generally facilitated. At stations where, in the opinion of the District Officers, this does not appear to have been sufficiently provided for, the Manager of the Railway will be exceedingly obliged if they will advise him accordingly.

(e) A strip of land 50 feet wide from fencing or edge of borrow-pits is shown on the plan outside the goods-yard. This should be kept clear in case it be hereafter found necessary to put down a railway siding on to which wagons can be shunted to load or unload goods opposite godowns which merchants may erect on the ground beyond for general goods, salt, paddy, etc. The siding might also be used for loading or unloading timber.

(f) In laying out railway towns it is very desirable that a clear space should be reserved as shown outside railway limits both near the station-yard and on either side of the main line as far as the town extends, within which no houses of inflammable material should be permitted, as these might be ignited by sparks from the engine, especially in the dry weather.

(g) The space reserved on the town side of the station-yard might be occupied by public buildings, such as court-houses, markets, schools, post office, police thanas, *sayats* for travellers, etc., and Police quarters should, if convenient, be in the vicinity of the station.

(h) The space on the goods-yard side would serve for godowns or timber, or as yard-space for traders where carts or pack-bullocks,

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etc., could be accommodated ; there also might be *sayats* for those in charge and cattle-pens, etc.

(i) The size of blocks may vary. As shown, they would usually bring a 75-foot road opposite the station-house when a second entrance gate could be put up.

(j) The space outside railway fencing beyond the station-yard might be used for goods-houses with corrugated-iron or tile roofs. If this were done, a road might run outside the fencing which the houses would face. It is not desirable to have the back premises of houses with their unsavoury adjuncts visible from the trains.

(k) The plan shows blocks of houses on the goods side. It is improbable that the towns will extend so far, as it is found they are usually confined to the one side only.

(l) Where houses of inflammable material already exist within the prescribed limits, it is desirable that they should be moved, or protected with proper roofing when this cannot be arranged.

LAYING OUT RAILWAY TOWNS AT STATIONS ON THE TOUNGGOO-MANDALAY EXTENSION AND LIMITS WITHIN WHICH INFLAMMABLE MATERIALS OR BUILDINGS SHOULD NOT BE ALLOWED.



APPENDIX II.

Instructions concerning the preparation of statements of boundaries of towns.

(Revenue Department Circular No. 16 of 1910, dated the 1st March 1910.)

The following instructions are published for the guidance of Revenue Officers in the preparation of statements of boundaries of towns for the purposes of the Upper Burma Land and Revenue Regulation, 1889.

Instructions.

1. The description of the boundaries should start from the western extremity of the northern boundary, and should indicate in succession the northern, eastern, southern and western boundaries.

2. Where a boundary does not follow a natural feature, *i.e.*, a well-defined and permanent road, or a permanent stream, a bund or a *kazin*, the notification should state whether it follows a straight or a demarcated line between the points mentioned; unless for very strong reasons a demarcated line should never be proposed.

3. If permanent survey marks or the numbers of survey plots are referred to in the draft notification, the names and numbers of the *kazins* in which they are situated should be mentioned. If streams are referred to, their names should be given.

4. Where the boundary follows a road or a stream, the notification should indicate whether the road or stream is within or without the boundary. Where the boundary crosses a road, stream or a railway line, the crossing should be accurately defined by distances from mile posts or telegraph posts, and should always be the nearest line across and at right angles to it. The point of crossing each side should be demarcated by a post.

5. Where in the absence of land marks of a permanent nature, the boundaries have to be described with reference to pillars, the boundary pillars should be constructed of masonry or iron or reinforced concrete and should bear marks, A, B, C, or 1, 2, 3, and so on.

6. The position of a point must be fixed by giving its distance and direction from two fixed points or its location on some fixed line and its distance from one fixed point, *e.g.*, in the case of a point on a *kazin*, its distance from the corner of the field.

7. As far as possible provision should be made for expansion of a town and rearrangement of streets and houses in order to comply with the requirements of sanitation and public convenience; and opportunity should be taken to round off town boundaries.

Upper Burma Town Land Forms.

Land Revenue I, Land Regr. 3

Register of Leases of Land for building sites in Town*(Rule 51A, 51N and 51Q under the Upper Burma Land and Revenue Regulation.)*

TERM OF LEASE.			Number and year of proceedings.	DESCRIPTION OF LAND LEASED				PARTICULARS OF TRANSFER							
Serial No.	Begins.	Ends.		Block	Holding number and year of such number.	Area	Name of lessee.	Residence of lessee.	Annual rent payable	Initials of Collector	D etc.	Name of transferee	Residence of transferee.	Number and year of proceedings.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
									R. A.						

N.B.—Four entries only should be made on each page*Instructions for the upkeep of the Register of Leases of Land for building sites in towns.*

This register is to be maintained only in the Collector's Office. A separate volume should be kept up for each separate town, or where leases are numerous for each ward of the town. In the case of small towns, it will suffice to allot separate parts of the same volume to the different wards. Four entries only should be made on each page

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

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

Column 10.—In order to facilitate calculation, rents should be fixed at multiples of four annas, no rent being less than eight annas, and all rents should be made payable annually in advance.

Column 16.—Entries should be made in this column regarding the amount of premium (if any) paid for the lease, and if the lease be cancelled or renewed, the fact and date of cancellation or renewal, with a reference to the proceedings, and in the case of renewal to the serial number of the renewed lease.

A copy of the town or ward map, if any, should be pasted at the beginning of the register.

Land Revenue II, Lease 1 & 1 (a).

Entered in Land Register 3. (Volume) page

Revenue Proceeding No. of 19 19

District Office.

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

(Rule 51 A.)

[LEASE AND COUNTERPART.]

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 of 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 third 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 of 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 shall receive the previous approval in writing of the Deputy Commissioner 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 building 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 a lodging-house or for a cooly-barrack or for any other purpose than without the consent in writing of the said Deputy Commissioner.

In the event of the Lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a cooly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this indenture.

5. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sub-lease a part only of the said land.

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 quietly to 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 herein-before 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 to 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 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
No. in Block No.

known as lot

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.

[On the reverse of Counterpart of Lease.]

To

THE REVENUE SURVEYOR,

CHARGE.
TOWN.

Please enter the particulars of this lease, *i.e.*, name of lessee, area and description of the land leased, rental, and serial number and form of lease, dates of issue and expiry, in your rent demand roll now under preparation, or in the copy of the last roll returned to you, and plot the area leased as shown in the attached plan on the Town map, and return this copy of the deed with a certificate that you have done so.

Dated

The

19 . }

*Officer making Lease.
(Designation.)*

FROM

THE REVENUE SURVEYOR,

CHARGE.
TOWN.

TO

(1) Counterpart of lease, with map attached, received on

(2) Returned on

Certified that I have entered the particulars of this lease in the rent demand roll, and that I have plotted the area leased as shown in the attached plan on the Town map.

Dated

The

19 . }

Revenue Surveyor.

Received

File in proceedings.

Dated

19

Officer making Lease.

2. To commence to erect upon the said land within _____ months from the date hereof the buildings the measurements elevation and materials of which shall receive the previous approval in writing of the Deputy Commissioner 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 material of the said building 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 a lodging-house or for a cooly-barrack or for any other purpose than _____ without the consent in writing of the said Deputy Commissioner.

In the event of the Lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a lodging-house or a cooly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this indenture.

5. Without first obtaining such consent not to subdivide the said land or to part with possession or transfer or sublease a part only of the said land

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 said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the day time 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 quietly to 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 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.

[On the reverse of Counterpart of Lease.]

To

THE REVENUE SURVEYOR,

CHARGE.
TOWN.

Please enter the particulars of this lease, *i. e.*, name of Lessee, area and description of the land leased, rental, and serial number and form of lease, dates of issue and expiry in your rent demand roll now under preparation, or in the copy of the last roll returned to you, and plot the area leased as shown in the attached plan on the Town map, and return this copy of the deed with a certificate that you have done so.

Dated

The

19 . }

*Officer making Lease.
(Designation.)*

FROM

THE REVENUE SURVEYOR,

CHARGE.
TOWN.

To

(1) Counterpart of lease, with map attached, received on

(2) Returned on

Certified that I have entered the particulars of this lease in the rent demand roll, and that I have plotted the area leased as shown in the attached plan on the Town map.

Dated

The

19 }

Revenue Surveyor.

Received

File in proceedings.

Dated

19

Officer making Lease.

Land Revenue II, Lease 3 and 3 (a).

Entered in Land Register 3. (Volume) page

Revenue Proceeding No. of 19 -19 ,

District Office.

**Form of Lease of Land in Civil Station to a
Government Officer.**

*(Rule 51R under the Upper Burma Land and
Revenue Regulation, 1889.)*

[Lease and Counterpart.]

THIS INSTRUMENT made the day of
one thousand nine hundred BETWEEN THE
SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the
Lessor) of the one part and

Name and Official title of Lessee. (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 clear annual rent of Rupees

payable in advance on the third day of January of each year 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 not allow natives' huts or houses to be erected on the said piece of land without the consent of Collector for the time being of the district Upper Burma AND will keep the said piece of ground cleared and free from vegetable undergrowth AND will not acquire the lease of another plot of land in the same Civil station 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 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 any 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 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 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 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.)

[On the reverse of the Counterpart of Lease.]

To

THE REVENUE SURVEYOR,

CHARGE.
TOWN

Please enter the particulars of this lease, *i.e.*, name of Lessee area and description of the land leased rental and serial number and form of lease, dates of issue and expiry, in your demand roll now under preparation or in the copy of the last roll returned to you, and plot the area leased as shown in the attached plan on the Town map and return this copy of the deed with certificate that you have done so.

Dated

The

19

}

Officer making Lease.
(Designation.)

FROM

THE REVENUE SURVEYOR,

CHARGE.

TO

TOWN.

(1) Counterpart of lease, with map attached, received on

(2) Returned on

Certified that I have entered the particulars of this lease in the demand roll and that I have plotted the area leased as shown in the attached plan on the Town map.

*Dated**Revenue Surveyor.**The*

19

}

Received

File in proceedings

Dated

19

Officer making Lease.

Land Revenue II, Lease 4 & 4 (a).

Entered in Land Register 3. (Volume) page

Revenue Proceeding No. of 19 -19 ,

District Office.

Form of Lease of Land in Civil Station to a Non-Official.

(Rule 51R, under the Upper Burma Land and Revenue Regulation, 1889.)

[Lease and Counterpart]

THIS INSTRUMENT made the day of one thousand nine hundred BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and

Name, occupation and (hereinafter called the Lessee) of the other address of Lessee. 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 TOGETHER WITH all rights easements and appurtenances to the same belonging or re-

puted 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 clear annual rent of Rupees payable in

advance on the third day of January of each year 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 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 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 not allow natives' houses or huts to be erected on the said piece of land without the consent of the Collector for the time being AND will keep the said piece of ground cleared and free from vegetable undergrowth AND will not acquire the lease of another piece of land in the same Civil Station 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 inter-

ruption 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 and 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 efflux of time of the said term hereby granted he Lessor his successors in office or assigns will upon the request and at the expense of the Lessee his executors his 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 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.)

[On the Reverse of the Counterpart of Lease.]

To

THE REVENUE SURVEYOR.

CHARGE.
TOWN.

Please enter particulars of this lease, *i.e.*, name of lessee, area and description of the land leased, rental, and serial number and form of lease, dates of issue and expiry, in your demand roll now under preparation, or in the copy of the last roll returned to you, and plot the area leased as shown in the attached plan on the Town map and return this copy of the deed with a certificate that you have done so.

Officer making Lease.

(*Designation.*)

Dated
The

10 . }

Town Land Forms.

FROM

THE REVENUE SURVEYOR,

CHARGE.
TOWN.

To

(1) Counterpart of lease, with map attached, received on

(2) Returned on

Certified that I have entered the particulars of this lease in the demand roll, and that I have plotted the area leased as shown in the attached plan on the Town map.

Dated
The 19 . }

Revenue Surveyor.

Received
File in proceedings.

Dated 19

Officer making Lease.

Land Revenue II, Upper Burma Lease 1 & 1 (a).

Entered in Land Register 3 (Volume) page

Revenue Proceeding No. of 19 19

District Office.

Lease of a Club Site.

(Rules 51 and 51M.)

[Lease and Counterpart.]

THIS INSTRUMENT 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 deemed to mean and include the said Secretary
of State his successors in office and assigns except when the context
requires another or different meaning) of the one part and
the trustee of the club (hereinafter called the "Lessee"
which expression shall be deemed to mean and include the said

and the trustee for the time being of the said club except when
the context requires another or different meaning) of the other part.
WHEREAS the Lessor has agreed to grant a lease of the land hereinafter
described for the sole purpose of erecting and keeping thereon a
club for the use of Government officials and other persons either residing in or passing through upon the terms hereinafter
mentioned: Now this instrument witnesseth that in pursuance of the
said agreement and in consideration of the rent hereinafter reserved
and of the covenants by the Lessee hereinafter contained the Lessor
doth hereby demise and lease unto the Lessee all that piece of land
situate in the Civil station of village, township,
 district, and which together with its boundaries and dimensions
are delineated on the plan hereto annexed and thereon coloured
pink together with all rights easements and appurtenances to the same
belonging TO HOLD the said land unto the Lessee for the term of
thirty years from the day of one thousand nine
hundred and at the clear annual rent of rupees annas
and pies (Rs.) only payable in advance on the first day
of April in each year.

And the Lessee to the intent that the burden of the said covenants
may run with the said land and may bind the holders thereof for the
time being doth hereby covenant with the Lessor as follows:—

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

2. Not to use the said land and any buildings that may be erected thereon for any other purpose than for the said club and for all or any purposes connected therewith.

3. To erect upon the said land a club house and buildings in accordance with a plan and of materials that shall be approved of by the Deputy Commissioner of the said district for the time being and

not to alter the position mode of construction or materials of the said building or of any other building that may hereafter during the said term 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. To keep the said land cleared and free from vegetable undergrowth.

5. Not to subdivide or transfer sub-lease or part with the possession of the said land or of any buildings that may be erected thereon or any part thereof without the consent in writing of the said Deputy Commissioner.

6. That the said Deputy Commissioner and all persons acting under his order shall be at liberty at all reasonable times in the day time 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.

7. 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 enter upon the said land under clause 8 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.

8. Provided always that if the said rent or any part thereof shall be in arrear for one calendar month after becoming 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 shall serve a notice in writing on him to show cause within thirty days from the date of the service of such notice why this lease should not be cancelled and possession of the land and the buildings and fixtures thereon delivered to the Lessor and on failure by the Lessee either to pay the said rent or to remedy the breach of covenant or to show good cause for the same the said Deputy Commissioner may order that this lease shall be cancelled and possession of the land and the buildings and fixtures delivered to the Lessor.

9. And the Lessor doth hereby covenant with the Lessee that if the Lessee shall be desirous of taking a renewed lease of the said 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 lastmentioned 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 premises 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 including this present covenants as are herein contained or such of them as shall be then subsisting or capable of taking effect.

10. And also that the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously can-

celled under clause 8 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. Provided also and it is hereby agreed that the Lessor may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 9 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 his heirs representatives or assigns.

12. And the said doth hereby for himself and his successors in the said office of trustee as aforesaid and his and their heirs executors and administrators respectively declare that he holds the said premises in trust for the members for the time being of the Club and subject to such directions of the Committee or other persons duly authorized by the said members as are consistent with the terms of this lease.

IN WITNESS whereof
Deputy Commissioner of
order of the Lieutenant-Governor of Burma acting for and on behalf by
of the said Secretary of State for India in Council and the said
have hereunto set their hands

Deputy Commissioner,

Witnesses.

Lessee.

[On the reverse of the Counterpart of Lease.]

To

THE REVENUE SURVEYOR,

CHARGE
TOWN.

Please enter the particulars of this lease, i.e., name of lessee, area and description of the land leased, rental, and serial number and form of lease, dates of issue and expiry, in your rent demand roll now under preparation, or in the copy of the last roll returned to you, and plot the area leased as shown in the attached plan on the Town map, and return this copy of the deed with a certificate that you have done so.

Dated
The

19 . }

Officer making Lease.
(Designation.)

FROM

THE REVENUE SURVEYOR,

CHARGE.
TOWN.

TO

- (1) Counterpart of lease, with map attached, received on
 (2) Returned on

Certified that I have entered the particulars of this lease in the rent demand roll, and that I have plotted the area leased as shown in the attached plan on the Town map.

Dated
The

}

Revenue Surveyor.

Received
 File in proceedings

Dated

19

Officer making Lease.

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