[Poll. / 6.]
1,000—24-8-97.

Political (1897) Department.

ORDINARY MS.

G.O., No. 458-59

DATED 14-7-98

INDEXED.

[Despatch Abstract.]

Approving the grant by
the Travancore Darbar of a mining
lease to Mr. M. M. Fonseca of
Tuticorin to mine over an area
of 71 cents in the Nedumanpad Taluk
of the State. Copy to the Fort St.

I
17-7-98

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Political (1891) Department.

CURRENT No. 867

Ref
After any licence been issued to Mr Gonsalves since that referred to in ℔ 7462 Pol 11/12/1891
Jt 5/7/92

Pl No. No further licence has been issued to Mr Gonsalves since that referred to

Jt 5/7/92

Order

From The Resident in Travancore and Cochin

Ref on ℂ No. 1584.

Dated 28 June 1892

Received

Registered

Enclosures 2

Spare copies

SUBJECT.

Forwards draft of a mining lease, with the plan of the locality which the Travancore Govt propose to issue to Mr. A. T. Gonsalvez of Tuticorin over an area of 71 cents in Karipur, Vadakkumangad Taluq.

BACK PAPERS.

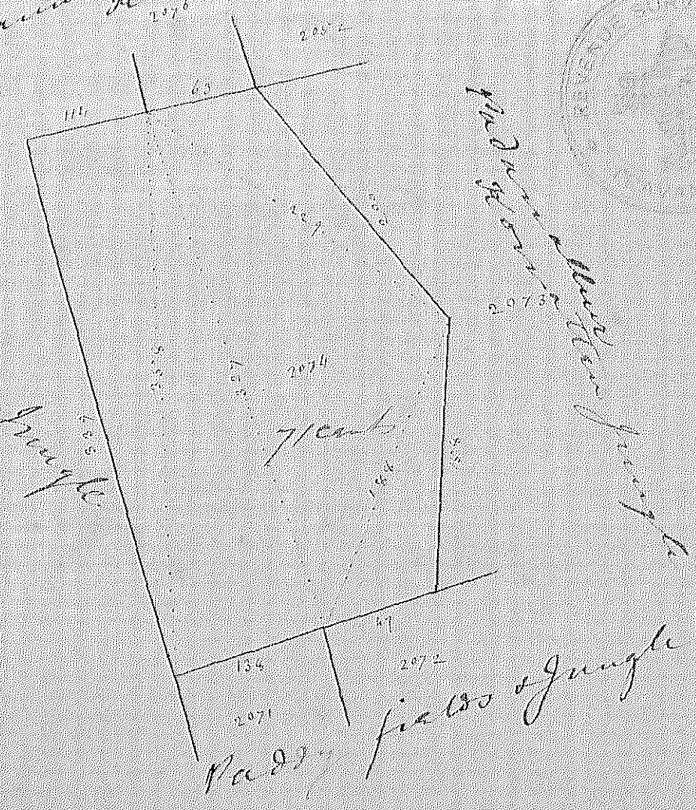
G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No	Department.	Date.

Survey Measurement & Sketch of Field No. 2074
in Mouza Kodumangard village

Podamullar Korcuna
Keezha Vaisay



(Shaik Ezakmed)

Survey Office
Vazhadidamm
26 April 1877

Supdt. of Survey

Plotted by:
Compared by:

THIS INSTRUMENT made the day of one thousand eight hundred and ninety nine Between the Dewan of Travancore acting on behalf of the Government of His Highness the Maha Rajah of Travancore (hereinafter called the lessor) of the one part and Mr. Buchanan Nicholas Gonsalvez of Tuticorin

(hereinafter called the lessee) of the other part.

Witnesseth that in consideration of the rent and duties or royalties hereinafter reserved and of the covenants and agreements by the lessee hereinafter contained he the lessor doth hereby demise and grant with the approval of the Government of India unto the lessee his executors, administrators and assigns.

All mines, minerals (other than gold, diamonds and other precious stones) reefs and beds and strata of earth, stone or rock containing or supposed to contain metallic ores other than gold being on, in, under or upon the piece of land measuring (71) seventy one cents acres in extent belonging to the lessee and particularly described in the schedule hereunder written and delineated in the plan hereto attached.

Together with liberty for the lessee his executors, administrators and assigns and their agents and workmen to search for, mine, dig and work all such reefs and beds and strata of earth, stone or rock and to wash, dress, crush and make merchantable all metallic ores (but not including gold, diamonds or other precious stones) found therein.

And also to erect and set up on any part of the said piece of land such dwelling-houses, cooly lines and other erections and buildings and all engines, boilers and other machinery and do all such other acts and things and make use of such other means as shall be found necessary or expedient for better and more effectually mining, working and obtaining such metallic ores and making merchantable the same.

Together also with liberty for the lessee his executors, administrators or assigns to sell and dispose of all metals (other than gold) worked or found by them on, within or under the said piece of land.

To have and to hold the premises hereinbefore expressed to be hereby demised and granted unto the lessee his executors, administrators and assigns for the term of (15) fifteen years from the day of the date of these presents provided that no sub-lease or assignment of lease shall be made by the lessee to any joint-stock or limited company without first having obtained the sanction of the lessor in writing to such sub-lease or assignment.

Yielding and paying therefor during the said term the certain yearly rent of Rupee (1) one (being at the rate of one rupee for each acre or fraction of an acre of the said piece of land) by annual payments on the first day of January in each year of the said term and further a royalty as specified below on every ton of plumbago or other mineral taken out of the mines, namely, on plumbago at the rate of six Rs. for every ton and on talc and mica at the rate of twelve Rs. per ton. On iron, copper, tin or other minerals except gold and precious stones at such rates as the said Dewan may determine on the discovery of such minerals which discovery the lessee shall, as a condition of the lease, be bound to report to the lessor within 30 days from the date of discovery.

Provided always that if and whenever any part of the said rent or royalty hereby reserved shall remain unpaid for the space of twenty-one days after the expiration of the time allowed by these presents for payment thereof and the lessee, his executors, administrators or assigns shall not pay the same within 14 days after the service upon them of a notice by the lessor, his successors or assigns or his or their agent or agents duly authorized in that behalf to pay the same the lessor, his successors or assigns shall be at liberty to enter upon the said piece of

land and to seize and distrain all metallic ores and other substances of a saleable nature and all horses, cattle, waggons, carts and other carriages, plant, machinery apparatus, tool and other materials, live and dead stock, goods, chattels and effects whatsoever for the time being on or about the surface of the said piece of land or in or about the mines or pits opened, worked or carried on by the lessee, his executors, administrators or assigns therein and the lessor, his successors or assigns may sell and dispose of the articles and things so seized and out of the monies produced thereby may deduct and retain all arrears of rent then due under this lease and all expenses incurred in or about any such seizure and sale.

And the lessee do hereby for himself his heirs, executors, administrators and assigns covenant with the lessor, his successors and assigns that he the lessee, his executors, administrators or assigns will, during the said term, duly and punctually pay unto the lessor, his successors or assigns the said rent hereinbefore reserved on the days and in manner hereinbefore appointed for the payment thereof.

And will also pay on the days and in such manner as may be hereafter appointed for the payment of the same, all rates, tolls and taxes leviable under any law or rule in force for the time being and also such taxes, rates and assessments as the Government of Travancore may find it necessary to and shall impose on the lessee, his executors, administrators or assigns to meet the expenses of special police, communications, water supply, sanitation and other analogous administrative arrangements which the said Government shall from time to time deem necessary or expedient for the protection and convenience of the lessee, his executors, administrators and assigns or other persons or companies now or hereafter carrying on mining operations in the neighbourhood of the said piece of land or directly affected by the operations of the lessee, his executors, administrators or assigns.

Provided always and it is hereby expressly agreed and declared that with the exception of any taxation that may now or hereafter be imposed for the purposes aforesaid or any of them, no rent, royalty, tax or other imposition other than the rent and royalty hereinbefore reserved shall be imposed on the lessee, his executors, administrators or assigns in respect of the premises hereinbefore expressed to be hereby demised.

Provided also that if at any time during the said term the lessee, his executors, administrators or assigns shall in the course of carrying on the mining operations to be carried on under these presents or otherwise find any gold in, upon or under the said piece of land and amounting in quantity to two and a half penny weights for each ton of quartz rock or stone that may be crushed, the lessee, his executors, administrators or assigns shall forthwith report the same to the lessor, his successors or assigns or his or their agent or agents duly authorized in this behalf and shall and will thereupon accept from the lessor, his successors or assigns a lease of the said piece of land for the purpose of mining for gold therein and thereon for the residue of the said term hereby granted and upon the terms and conditions of the lessor, his successors or assigns for the time being in force.

Provided also that the lessee, his executors, administrators or assigns shall and will pay to the lessor his successors or assigns or his or their agent or agents in that behalf the value of all timber or other trees including bamboo and eta standing on the said piece of land as may be felled by the lessee such value to be fixed by the Dewan for the time being of Travancore or other officer authorized by him in that behalf whose decision thereon shall be final and conclusive and altogether operative and binding upon the lessee, his executors, administrators and assigns.

And the lessee do hereby for himself his executors, administrators and assigns further covenant with the lessor, his successors and assigns that he the lessee, his executors, administrators and assigns will at all times during the said term hereby granted, in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all metals and matallic ores (not including gold, diamonds and other precious stones) in, under or upon the said piece of land, provided that the lessee shall have the liberty of cancelling the lease at any time within the term above specified in the event of their satisfactorily proving that the metals for which they are mining do no longer exist or have become unprofitable to extract.

And also will throughout the said term make and keep in some convenient place on the said piece of land and so that the lessor, his successors or assigns or his or their agent or agents can have at all times free access thereto, proper books of account of the operations carried on under these presents and shewing the number of labourers from time to time employed in or about the same and the nature of their work and the costs and expenses of such operations and of the disposal of the metals, metallic ores and other substances of a saleable and merchantable nature and containing all particulars of quantities, dates and other facts and circumstances necessary or proper for ascertaining the exact value of such metals, ores and other substances, and also correct maps, plans and sections of the mines and workings in the said piece of land.

And also will, when required by the lessor, his successors or assigns or his or their agent or agents give to him or them copies of all entries in the said books and of every such map, plan and section as aforesaid without making any charge for the same.

And also will furnish to the lessor, his successors or assigns or his or their agent or agents, at such times as may from time to time be appointed in that behalf by the lessor, his successors or assigns or his or their agent or agents, full and true returns of the number of labourers employed from day to day and each and every day on or about the said piece of land.

And also will from the day of 189 and at all times thereafter during the said term when so required by the lessor, his successors or assigns furnish to the lessor, his successors or assigns such further and other proof as the lessor, his successors or assigns may consider satisfactory of *bona fide* mining operations having been and being properly and effectually carried on in, under and upon the said piece of land.

And also will throughout the said term keep all boundary posts, walls, railings or fences in good repair and condition and every shaft, pit and open working within the said piece of land sufficiently fenced for the protection of man and beast.

And also will keep open and not obstruct all or any existing roads, paths and by-ways of any kind whatsoever upon the said piece of land or any water-courses near thereto and will from time to time and at all times during the said term provide and construct on the said piece of land such water-courses and channels as shall be necessary for conveying and conducting all water which shall run waste upon the said piece of land to its natural channel thereon.

And also will permit the lessor, his successors and assigns and his or their agent or agents, servants and workmen throughout the said term to enter upon the said piece of land and any of the works carried on under or by virtue of these presents and to examine the state and condition thereof and to see whether the same are carried on in a proper and workmanlike manner and to use the engines, machinery and apparatus upon or within the said piece of land for that or for any other lawful and reasonable purpose.

And also will from time to time and at all times hereafter effectually keep indemnified the lessor, his sucessors and assigns from and against all claims, demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the rights and liberties hereby granted.

And also will deliver free of charge to the lessor, his successors or assigns a copy of every assignment or underlease of the said premises or any part thereof within two Calendar months, after the date of every such assignment or underlease.

And also will at the expiration or sooner determination of the said term deliver to the lessor, his successors or assigns the mines worked under these presents and all workings, buildings, boundary posts and fences connected therewith and other the premises in good repair and working order and in all respects in such state and condition as shall be consistent with the due performance of the covenants hereinbefore contained.

And in the event of the lessor, his successors or assigns desiring to purchase

any of the plant, machinery, or fittings belonging to the lessee~~s~~, ~~their~~ his executors, administrators or assigns (provided they shall be willing to part with the same) then and in that case the amount of purchase money to be paid for the same shall in the case of difference be settled by two arbitrators one to be named by the lessor, his successors or assigns and the other by the lessee~~s~~, ~~their~~ his executors, administrators or assigns or if the arbitrators differ by an umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an arbitrator after notice in writing by the other or his or their agent requiring him or them so to do or shall name an arbitrator who neglects to act or to proceed with due diligence in the business of the arbitration or who will not join in naming an umpire then by the valuation of the arbitrator named by the other party and the award made by such arbitrators or arbitrator or umpire may be made a rule of Court subject to the provisions of the Code of Civil Procedure or any then subsisting statutory modification thereof.

Provided always and these presents are upon this express condition that if and whenever any part of the said rent, taxes, royalties or other monies reserved or made payable hereby shall be in arrears for twenty-one days after due notice has been served on the lessee~~s~~, ~~their~~ his executors, administrators or assigns or any one or more of them or their agent or fixed on any part of the said piece of land demanding payment of the same or if the lessee~~s~~, ~~their~~ his executors, administrators or assigns shall fail or neglect to report as in herein before provided the finding of any gold in, upon or under the said pice of land and amounting to the quantity hereinbefore mentioned or of any diamonds or other precious stones or shall refuse to accept from the lessor, his successors or assigns such a lease for the purpose of mining for gold therein and thereon as is hereinbefore provided or if the lessee~~s~~, ~~their~~ his executors, administrators or assigns or ~~their~~ his workmen shall cease to carry on the regular mining operations as hereinbefore provided or shall fail to furnish when required as aforesaid such proof as hereinbefore provided of *bona fide* mining operations having been and being carried on in, under and upon the said piece of land or shall cause any obstruction or annoyance to the officers of the lessor or of his successors or assigns or if and whenever there shall be a breach of any of the covenants herein contained on the part of the lessee~~s~~, ~~their~~ his executors, administrators or assigns then and in such case the lessor his successors or assigns or his or their agent or agents duly empowered in that behalf may re-enter upon any part of the said piece of land or of the mines or workings carried on under this lease in the name of the whole and thereupon the said term of (15) fifteen years shall absolutely determine provided always and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place (except in case of neglect or refusal on the part of the lessee~~s~~, ~~their~~ his executors, administrators or assigns to furnish such proof as aforesaid of *bona fide* mining operations) unless and until the lessor, his successors or assigns shall have given to the lessee~~s~~ ~~their~~ his executors administrators or assigns a notice calling upon ~~them~~ him to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the lessor, his successors or assigns by his or their duly authorized agent or by any other person specially empowered in that behalf and shall be served on the lessee~~s~~, ~~their~~ his executors, administrators or assigns or any one or more of them or their agent or fixed on any part of the said piece of land and default shall have been made in giving such reasonable explanation and in rectifying the matter complained of for the space of three Calendar months from the time of such notice being so served or affixed.

And the lessor doth hereby for himself, his successors and assigns covenant with the lessee~~s~~, ~~their~~ his executors, administrators and assigns that he and they paying the said tax and duties and performing and observing the several covenants and agreements by the lessee herein contained may peaceably hold and enjoy the said premises during the said term without any interruption or disturbance by the lessor, his successors or assigns or any person lawfully claiming under or in trust for him or them.

If any dispute or difference shall arise between the lessor and the lessee touching or concerning any clause, matter or thing whatsoever herein contained or the operation or construction thereof or any matter or thing in any way connected with these presents or the rights, duties or liabilities of either party under or in

connection with these presents save under the arbitration clause hereinbefore contained then and in every such case the dispute or difference shall be referred to the arbitrament and decision of the British Resident for the time being whose decision shall be final and binding on both parties.

In witness whereof

The Dewan acting for and on behalf of the lessor and the lessees have hereunto set their respective hands the day and year first above written.

RK

Dewan.

Witnesses.

(For schedule see next page.)

The Schedule to which the above written instrument refers.

District and Registration District.	Registration Sub-District.	Village.	Survey No.	Name (if any) and boundaries.	Extent.
Quilon Shencottah Ryotwar	Shencottah	Shencottah Forest Reserve Ayyanady Forest Reserve	2078	North Reserved Forest East Reserved Forest South Reserved Forest Pandamalai Reserved Forest North Reserved Forest	(1) Seventy one Cents

CURRENT NO. 67

Ref: on C.No 1584. British Resident's Office.

Trivandrum 28th June 1898.

FROM,

F.A.NICHOLSON ESQUIRE, I.C.S.,

Ag RESIDENT IN TRAVANCORE & COCHIN.

TO,

THE CHIEF SECRETARY TO GOVERNMENT,

O O T A C A M U N D.

Sir,

I have the honour to forward herewith for the orders of Government draft of a mining lease with a plan of the locality which the Travancore Durbar propose to issue to Mr M.N Gonsalvez of Tuticorin over an area of 71 cents in Karipur, Nedumangad Taluk, for which a prospecting license was sanctioned in G.O.No.782, Political, dated 15th December 1897. There is no objection to the grant of the lease.

I have the honour to be,

Sir,

Your most obedient servant,

Ag Resident.

G.J.

[C. 21]

250—17. 6. 99.

Political Department.

Mining Lease in Travancore

C. No 807 From the Resident T. & C. R.C. ; No. 1544, dated 28-6- 1897.

" " " " " 189 .

" " " " " 189 .

" " " " " 189 .

Note

The Resident forwards draft of a mining lease which the Travancore Darbar proposes to grant to Mr. M. M. Gonsalves &c of Tuticorin to mine within an area of 71 cents in Kadu-mangad Taluk. The ground (shown on a plan ~~enclosed~~ and described in a schedule enclosed with the Current) is the same as that in respect of which a prospecting license was sanctioned by the Govt of India in 1897 and in according sanction to the prospecting licen India stated, in reply to an Enquiry from the Govt as t

India's No 4202 Jul (Mr. Dept)
11-11-97
put at page 9 of Ex 782 Pol
16-12-97

future licenses, "the Govt of Madras
"are hereby authorised to sanction
"the Grant of any similar prospecting (1)
"licenses & the execution of any similar
"mining (2) leases which the Travancore
"Darbar may hereafter desire to issue
"to Mr Gonsalvez and Messrs Aspin-
"wall & Co, respectively".

(1) Gonsalvez

(2) Aspinwall & C

2. The subject under reference is a mining lease & not a prospecting license - hence the above quoted authorisation does not cover it & strictly speaking, India's sanction should be obtained. It seems unlikely, however, that the phraseology is any more than accidental & that while according sanction to Mr Gonsalvez to prospect over a piece of land India intended to rule that a further sanction would be required before a mining lease could be issued in respect of the same land.

3. It is subm?, therefore, that the draft mining lease may be approved by this Govt & India informed of the fact with the remark that its letter, already

*Note -
Attention may be solicited, in this connection to the correspondence with India in which this Govt was authorised to sanction either leases or licenses to Messrs Parry & Co — see page 3 of Go 463 Pol dy 1-8-92.

Please see para on page 1 marked with red pencil

quoted, is understood to apply to mining leases to Mr Gonsalvez and prospecting licenses to Aspinwall & Co as well as vice-versâ. The draft mining lease contains a provision against sub-lease or assignment of lease in accordance with India's ruling on the subject and appears to contain nothing else but what is usual & necessary in such a document. The variations, however, between the present draft & that sanctioned by India in the case of Messrs Aspinwall & Co are clearly shown by means of pencil notes in the margins of the Draft lease ~~as~~ attached to the Current.

4. The file is subm? for orders as to whether the proposal at ? in this note shall be carried out or whether the Draft lease shall be forwarded to India for sanction. Perhaps the quickest way in the end would be to ask India by telegram whether its sanction in the case of Mr Gonsalvez covers mining lease

Cur? 7.21

Treaties & Land agts Trade

Trade 08

Draft sent

Encl
9. 284

[G. L. 1.]

Political Department.

C. No. 867 From the Resident in T.C. No. 1581 dated 28. 6 1899

" " " " " 189

" " " " " 189

" " " " " 189

Order. W. 4588 | 14. 7. 99
Mis The grant of the lease
to approved, under reg: to bona
Encls. 2 ffgs J. Foreign Dept Letter,
9711 No. 4202 I.A. & Sts 11. Nov 98

G.O. No. 782. Pol. & 15. 12. 87 - N.

Russ. in Tse (red)

No 459.
Copy to the Ffgs,
(Agent on) Foreign Dept

Encl
9. 284

S. C. (Agent) to Mung Trade Fils

Letter received 14/7/99