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MADRAS RECORD OFFICE

Government of Madras

Revenue

DEPARTMENT

G.O. No.

444

~~B.P.~~ No.

Press

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Dated

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1882

Original

Not to be folded or roughly handled

1ST MAY 1882, No. 411, REVENUE.

GOVERNMENT OF MADRAS.
REVENUE DEPARTMENT.

READ—the following Proceedings of the Board of Revenue, dated 24th April 1882, No. 1121:—

Read—the following letter from E. BARCLAY, Esq., Government Solicitor, to the Secretary to the Board of Revenue, dated 15th April 1882, No. 169:—

I beg to acknowledge receipt of copy Proceedings of the Board of Revenue, under date the 5th instant, No. 1010, with draft forms of Mining Leases and draft Notification.

2. I have altered the forms of Mining Leases in accordance with the Order of Government, Revenue Department, dated 25th March 1882, No. 341, and I now forward fresh fair drafts of such leases.

3. I have made in red ink some slight alterations in the form of notification sent to me, and I return it herewith.

Resolution—dated 24th April 1882, No. 1121.

The Government Solicitor's letter and its enclosures (draft Forms of Mining Leases and draft Notification) are submitted to Government with reference to G.O., dated 25th March 1882, No. 341.

2. It is observed that in the draft Notification, paragraph 2 (5), as well as in the leases, provision has been made for charging the lessee with the value of such timber or trees as he may actually cut down. It is for Government to say whether this provision will suffice. The Board in their recommendation contemplated payment of the value of all timber which might be standing on the land at the time of granting a lease, and suggested that the grantee should pay under the rules contained in G.O., 14th July 1869, No. 2041, Revenue Department, that is to say, by instalments. Government may be disposed, however, to regard the clause entered by Mr. Barclay as sufficient for the purpose of securing the interest of the State in timber standing on the leased lands, in which case the Board recommend that the forms, as revised, may be approved.

(True Copy and Extract.)

(Signed) E. GIBSON,
Acting Secretary.

To the Secretary to Government, Revenue Department, with three original enclosures to be returned.

READ—the following Proceedings of the Board of Revenue, dated 3rd May 1882, No. 1209:—

Read—the following letter from R. W. BARLOW, Esq., Collector of Nilgiris, to the Secretary to the Board of Revenue, dated Ootacamund, 8th April 1882, No. 79:—

I have the honor to enquire whether any and what form of lease is to be adopted in regard to lands granted solely as adjuncts, i.e., for purposes connected with mining. No form has yet been prescribed, and I consider that one is necessary.

2. The form of lease communicated with Board's Proceedings, No. 1980, dated 11th October 1881, is evidently applicable only to lands granted for mining rights, though by the terms thereof the grantee can use any portion of such lands as adjuncts also.

3. I request further to be informed whether a plan should be attached to the deed of lease whether it be for actual mining or for adjunct. The form prescribed does not contemplate any plan being attached; but I think it would be desirable to attach a plan in every case—plans are always prepared—in order to ensure accuracy and thorough identification of the lands. A reference to the plan can be made in the deed by a few words inserted after the words "Schedule hereunto written."

I solicit the early orders of the Board.

Resolution—dated 3rd May 1882, No. 1209.

Submitted to Government in continuation of Board's Proceedings, dated 14th March 1882, No. 775.

2. The Board observe that the present form of the lease provides for the erection of dwelling-houses, cooly lines, &c., &c., on the land leased out, and it is not clear for what other purpose the "adjuncts" are wanted or why they should be treated differently from lands leased out for mining proper. The lease is for a long period and the rent demanded moderate, and it seems undesirable to treat "adjuncts" specially as it will be difficult to say what portion of the land comes under the designation of "adjunct" and what is for mining proper. In G.O., dated 1st February 1882, No. 126, a separate form is prescribed for "proving leases" and it seems undesirable and unnecessary to swell the number of forms.

3. There seems to be no objection to attaching a plan of the land to the schedule provided for in the lease. The words "and delineated in the plan thereto attached" may be added after the words "in schedule hereunder written" in the form.

(A true Copy and Extract.)

(Signed)

E. GIBSON,
Acting Secretary.

To the Secretary to Government, Revenue Department.

ORDER—dated 1st May 1882, No. 444, Revenue

Miscellaneous.

Adverting to the alterations suggested by the Government Solicitor in paragraph 2, clause 5, of the draft Notification to pay for all the wood standing on the land leased should be maintained, but approves the proposal to add the words "and other trees" after "timber." The Notification will be revised accordingly, and, as printed at the end of this Order, be published in the *Fort St. George Gazette* for general information.

2. The forms of mining leases, which have the approval of Government, will also be appended to this Order, together with the rules for the disposal of applications for permission to mine for gold and for metals other than gold approved in the marginally-noted Orders.

(True Extract.)

(Signed)

E. F. WEBSTER,
Acting Secretary to Government.

To the Board of Revenue.

Superintendent of the Government Press.

Ed. W. H. French.

169 Copies.

NOTIFICATION.

It is hereby notified for general information, in accordance with the decision of the Secretary of State in his Despatch, dated 25th March 1880, No. 35, published in the *Fort St. George Gazette*, dated 15th June 1880, that the right of the State to metals and minerals is fully reserved in all waste lands the property of Government. The State asserts no claim to minerals in estates held on Sanad of permanent settlement or in land held on title-deeds hitherto issued under the Waste Land Rules, in which no reservation of the State right in minerals is made, and the Jenm title in Malabar will be held to include the right to minerals. In future sales and leases of waste lands for agricultural purposes, the full right of the State in mines and minerals and the right of access and other reasonable conveniences for working them, on behalf of Government or the assignees of Government, will be expressly retained.

2. Persons desirous of obtaining permission to mine for gold or for metals other than gold on waste land the property of Government should apply for a mining lease to the Collector of the District, specifying distinctly the situation of the land within which it is proposed to mine and its boundaries as accurately as can be stated, together with its estimated area. Every application should be accompanied by a rough sketch of the tract applied for, or the approximate position of the lot required be marked on the Survey plan. When the application is for permission to mine for gold, the limit of such lot shall not exceed 150 acres, nor will more than 150 acres in all in one or more blocks be given to one and the same applicant; the breadth of each lot shall not be less than 70 yards. In the case of applications to mine for metals other than gold, the extent of such lot shall not exceed half a square mile nor will more than one lot be given to one and the same applicant. Applications will be dealt with in order of receipt by the Collector. On an application being accepted by the Collector, the lot or lots will be durably demarcated and surveyed at the cost of the applicant, to whom a lease in the prescribed form will be granted on the following conditions:—

- (1.) that the lease shall be for a term not exceeding twenty years;
- (2.) that an annual rent of Rs 5 per acre or portion of an acre in the case of a lease to mine for gold and of Rs. 2 per acre or portion of an acre in the case of a lease to mine for metals other than gold shall be payable in arrears by equal half-yearly instalments, the first payment to be made at the expiration of six months from the date of the execution of the lease;
- (3.) that if, in the course of mining operations under a lease to mine for metals other than gold, the lessee find any gold exceeding the proportion of 2½ dwts. per ton of quartz crushed, he shall report the same to the Collector and accept a lease to mine for gold for the residue of the term in lieu of the lease to mine for metals other than gold;
- (4.) that the lessee will, within nine months from the execution of the lease, commence operations and thereafter, during its currency, in the best and most effectual manner and without intermission, except when prevented by inevitable accident, carry on mining operations, and will, whenever called upon, furnish proof of his ability and bona fide intention to do so;
- (5.) that the lessee shall pay the value, as fixed by the Collector or other officer authorized by him in that behalf, of all timber and other trees standing on the land leased;
- (6.) that the lessee shall be liable to forfeiture on failure to observe any of the conditions specified in the lease, the Governor in Council being the final arbiter as to whether the conditions of the lease have been duly observed or not;
- (7.) that the lease shall be renewable at the lessee's option, on such terms as the Governor in Council for the time being may settle, at the expiration of the original lease;
- (8.) that during the term of the original lease, there shall be no liability to any royalty or other tax in addition to the rent specified in Clause 2, except in accordance with the provisions of the Local Fund Act, No. 4 of 1871 (Madras) or any similar law for the time being in force, and with the further exception of any taxation which may hereafter be found necessary to provide, at the expense of the lessees, the cost of such special police, communications, water-supply, sanitation or other similar administrative arrangements as may, in the opinion of Government, be dictated in the interests of the local community immediately or directly affected by the results of the lessee's operations.

3. Without the written permission of the Collector previously obtained, the land applied for must not be entered upon, nor operations commenced.

4. Waste land required for purpose connected with mining operations, but not for actual mining, will be granted on lease at the same rate per acre and under the same conditions as land granted for mining.

4
1ST MAY 1882, No. 444, REVENUE.

5. No lessee of any block leased under these rules for mining purposes shall divert any road, path or bye-way on the block leased, or any water-course beyond the limits of the block leased to him, and all water running waste on such block shall be returned to its natural channel within the limits of the same block.
Failure to observe this condition will render the lease liable to forfeiture.
6. The foregoing conditions will be equally binding on the transferee in case the lease is transferred.

5
1ST MAY 1882, No. 444, REVENUE.

FORM OF GOLD-MINING LEASE.

THIS Indenture made the _____ day of _____ One thousand eight hundred and _____
between the RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA
IN COUNCIL (hereinafter called the lessor) of the one part and _____ of
(hereinafter called the lessee) of the other part;

WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants and agreements by the lessee hereinafter contained he the lessor doth hereby demise and grant unto the lessee his executors administrators and assigns

All mines minerals (other than diamonds and other precious stones) quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold and other metallic ores being on in under or upon the piece of land measuring _____ acres in extent belonging to the lessor and particularly described in the schedule hereunder written, and ~~demised~~ *to be held* ~~to the lessee~~ *for the term of* _____

Together with liberty for the lessee his executors administrators and assigns and his and their agents and workmen to search for mine dig and work all such quartz reefs and beds and strata of earth stone or rock and to wash dress crush and make merchantable all gold and other metallic ores (but not including 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 gold and other 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 gold and other metals worked or found by him or 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 _____ years from the day of the date of these presents.

Yielding and paying therefor during the said term the certain yearly rent of Rupees _____
(being at the rate of Rupees 5 for each acre or fraction of an _____ day of _____
acre of the said piece of land) by equal half-yearly payments on the _____ in each year of the
and the _____ day of _____
said term.

Provided always that if and whenever any part of the said rent hereby reserved shall remain unpaid for the space of 21 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 him or them of a notice by the lessor his successors or assigns or his or their agent or agents duly authorized in that behalf upon him or them 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 gold metallic ores and other substances of a saleable nature and all horses cattle waggons carts and other carriages plant machinery apparatus tools 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 doth 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 Act IV of 1871 passed by the Government of Madras or any statutory modification thereof upon or in respect of the premises hereby demised and also such taxes rates and assessments as the Government of Madras 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 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 or times during the said term the lessee his executors administrators or assigns shall cut any timber or other trees growing on the said piece of land the lessee his executors administrators or assigns shall and will pay on demand to the lessor his successors or assigns or his or their agent or agents in this behalf the value of all such timber or other trees which shall be so cut as aforesaid such value to be fixed from time to time by the Collector for the time being of 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 doth 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 gold metals and metallic ores (not including diamonds and other precious stones) in and upon the said piece of land.

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 showing the number of laborers 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 gold 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 gold 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 agents full and true returns of the number of laborers 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 18 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 *bond fide* mining operations having been and being properly and effectually carried on in under and upon the said piece or parcel of land.

And also will throughout the said term keep all boundary posts 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 or bye-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 workman-like 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 time hereafter effectually keep indemnified the lessor his successors 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 his executors administrators or assigns (provided he or 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 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 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 his executors administrators or assigns or any one or more of them or on his or their agent or fixed on any part of the said piece of land demanding payment of the same or if the lessee his executors administrators or assigns or his or their 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 *bond fide* mining operations having been and being carried on in under and upon the said piece or parcel 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 his executors administrators or assigns then and in such case the lessor his successors or assigns or his or their agents or agent 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 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 his executors administrators or assigns to furnish such proof as aforesaid of *bond fide* mining operations) unless and until the lessor his successors or assigns shall have given to the lessee his executors administrators or assigns a notice calling upon him or them 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 his executors administrators or assigns or any one or more of them or on his 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 his executors administrators and assigns that he and they paying the said rent 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.

Provided always and it is hereby agreed and declared that if the lessee his executors administrators or assigns shall at the expiration of the said term hereby granted be desirous of obtaining a further lease of the premises hereby demised then the lessor his successors or assigns shall grant to him or them a further lease of the said premises upon such terms in every respect as the lessor his successors or assigns may determine. 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 save under the arbitration clause either party under or in connection with these presents the dispute or difference shall be referred to the arbitration and decision of the Governor of Madras in Council for the time being whose decision shall be final and binding on both parties.

IN WITNESS whereof

By order and direction of the Governor in Council of Fort St. George acting for and on behalf of the lessor and the lessee have hereunto set their respective hands and seals the day and year first above written.

The schedule to which the above-written indenture refers.
 All that piece or parcel of waste land situate in the sub-registration district of _____ and containing by admeasurement _____ of the registration district of _____ and in the _____ being bounded on the north by _____ on the south by _____ on the west by _____ on the east by _____
 Signed sealed and delivered by the above named _____ in the presence of _____
 Signed sealed and delivered by the above named _____ in the presence of _____

FORM OF MINING LEASE FOR METALS OTHER THAN GOLD.

THIS indenture made the _____ day of _____ one thousand eight hundred _____ between the RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the lessor) of the one part and (hereinafter called the lessee) of the other part.

WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants and agreements by the lessee hereinafter contained he the lessor doth hereby demise and grant 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 _____ acres in extent belonging to the lessor and particularly described in the schedule hereunder written, and

Together with liberty for the lessee his executors administrators and assigns and his 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 coolies 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 and administrators or assigns to sell and dispose of all metals (other than gold) worked or found by him or 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 _____ years from the day of these presents.

Yielding and paying therefor during the said term the certain yearly rent of Rs. _____ (being at the rate of Rs. 2 for each acre or fraction of an acre of the said piece of land) by equal half-yearly payments on the _____ day of _____ in each year of the said term.

Provided always that if and whenever any part of the said rent 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 fourteen days after the service upon him or 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 tools 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 and 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 doth 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 Act IV of 1871 passed by the Government of Madras or any statutory modification thereof upon or in respect of the premises hereby demised and also such taxes rates and assessments as the Government of Madras 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 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 pennyweights 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 if at any time or times during the said term the lessee his executors administrators or assigns shall cut any timber or other trees growing on the said piece of land the lessee his executors administrators or assigns shall and will pay on demand to the lessor his successors or assigns or his or their agent or agents in that behalf the value of all such timber or other trees which shall be so cut as aforesaid such value to be fixed from time to time by the Collector for the time being of _____ 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 doth 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 metallic ores (not including gold diamonds and other precious stones) in under or upon the said piece of land.

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 showing the number of laborers 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 agents full and true returns of the number of laborers 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 _____ 18 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 require.

And also will throughout the said term keep all boundary posts 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 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 workman-like 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 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 in the event of the lessor his successors or assigns desiring to purchase any of the plant machinery or fittings belonging to the lessee his executors administrators or assigns provided he or 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 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 by the arbitration made a rule of Court subject to the provisions of the Code of Civil Procedure and the subsisting statutory modification thereof.

Provided always that the award shall be made in conformity with the provisions of the Code of Civil Procedure and the subsisting statutory modification thereof.

any part of the said rent taxes or other monies reserved or made payable hereby shall be in arrears for 21 days after due notice has been served on the lessee his executors administrators or assigns or any one or more of them or on his or their agent or fixed on any part of the said piece of land demanding payment of the same or if the lessee his executors administrators or assigns shall fail or neglect to report as hereinbefore provided the finding of any gold in upon or under the said piece of land and amounting to the quantity hereinbefore mentioned 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 his executors administrators or assigns or his or their 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 *bonâ 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 his executors administrators or assigns then and in such case the lessor his successors or assigns or his or their agents or agent duly empowered in that behalf may re-enter upon any part of the said piece of land or of the mine or workings carried on under this lease in the name of the whole and thereupon the said term of 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 his executors administrators or assigns to furnish such proof as aforesaid of *bonâ fide* mining operations) unless and until the lessor his successors or assigns shall have given to the lessee his

And the lessor doth hereby for himself his successors and assigns covenant with the lessee his executors administrators and assigns that he and they paying the said rent 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.

IN WITNESS whereof

By order and direction of the Governor in Council of Fort St. George acting for and on behalf of the lessor and the lessee have hereunto set their respective hands and seals the day and year first above written.

The schedule to which the above written indenture refers.

All that piece or parcel of waste land situate in the _____ and in the
sub-registration district of _____ of the registration district of _____
and containing by admeasurement _____ being bounded on the north by _____
on the south by _____ on the east by _____
and on the west by _____ and defined by the plan hereunto attached

Signed sealed and delivered by the
above named
in the presence of

Signed sealed and delivered by the
above named
in the presence of

Rules for the Disposal of Applications for permission to Mine for Gold or for Metals other than Gold.

2. If no such objection is known to exist, the Collector shall cause the land to be reserved for mining purposes, it shall be registered, and the Collector shall ascertain whether the land is at the disposal of Government and whether there is any objection to the grant by reason of its being required for public purposes or on any other ground.

2. If no such objection is known to exist, the Collector will accept the application and cause the land to be demarcated and surveyed without delay at the cost of the applicant, unless this has already been done. Rules VI, VII, and XI of the Waste Land Rules, *mutatis mutandis*, will apply. On receipt of the survey plan, the Collector will, without loss of time, place the land in the possession of the applicant.

3. A lease will then be drawn up in the prescribed form in duplicate, and after being duly stamped under Article 39 (a), Schedule I, of the Stamp Act, and executed by the parties, will be submitted for the signature and seal of Government. When returned, one copy will be delivered to the lessee and the other copy kept in the Collector's records. The deeds and plans to accompany them should bear a number corresponding to the number of the grant in the register; the latter should be signed by the Collector and securely attached to the deeds.

4. A register of applications for land for mining purposes will be maintained in the Collector's office in English in the accompanying form.

Register of Applications for Land for Mining in the District of

[illegible]

Govt. of (1882) Madras.
REVENUE.

Order, dated 1st May 1882, No. 414.

Proposed to be
Cancelled

FW

Not issued yet.

Cancellation approved

22/5
23/5/82

Leases - for gold mining and for metals (not
then gold - Each draft form of - and draft
cancellation - Passing orders on Board's Pro-
ceedings submitted -

No. 1121.

PROCEEDINGS OF THE BOARD OF REVENUE, dated 24th April 1882.

Read the following letter from E. BARCLAY, Esq., Government Solicitor, Madras, to the Secretary to the Board of Revenue, dated 15th April 1882, No. 169:—

I BEG to acknowledge receipt of copy Proceedings of the Board of Revenue, under date the 5th instant, No. 1010, with draft forms of Mining Leases and draft Notification.

2. I have altered the forms of Mining Leases in accordance with the Order of Government, Revenue Department, dated 25th March 1882, No. 341, and I now forward fresh fair drafts of such leases.

3. I have made in red ink some slight alterations in the form of Notification sent to me, and I return it herewith.

ENCLOSURES Nos. 1 and 2.—Forms of draft Mining Leases.

ENCLOSURE No. 3.—Draft Notification.

THE Government Solicitor's letter and its enclosures (draft forms of Mining Leases and draft Notification) are submitted to Government with reference to G.O., 25th March 1882, No. 341.

2. It is observed that in the draft Notification, paragraph 2 (5), as well as in the leases, provision has been made for charging the lessee with the value of such timber or trees as he may actually cut down. It is for Government to say whether this provision will suffice. The Board in their recommendation contemplated payment of the value of all timber which might be standing on the land at the time of granting a lease, and suggested that the grantee should pay under the Rules contained in G.O., 14th July 1869, No. 2041, Revenue Department, that is to say, by instalments. Government may be disposed, however, to regard the clause entered by Mr. Barclay as sufficient for the purpose of securing the interests of the State in timber standing on the leased lands, in which case the Board recommend that the forms as revised may be approved.

(A true Copy and Extract.)

W. H. L. S.
Acting Secretary.

To the Secretary to Government, Revenue Department,
with 3 original enclosures to be returned.
Copy to the Government Solicitor.

Exd. A. Raitt.

11^o 2230
1882.
Board of Revenue,
MADRAS.

To
THE SECY. TO GOVERNMENT,
REVENUE DEPARTMENT.

Printed May th.

Received

PROCEEDINGS, 24TH APRIL 1882, No. 1121.

May 24/82

SUBMITTING to Government, with remarks,
letter from the Government Solicitor forward-
ing fresh fair drafts of Gold Mining Leases and
the Notification regarding the reservation of
State's rights to minerals in waste land. altered
in accordance with the orders of Government.

Ans Govt already recd
G.O. No 4443/1 May 1882



Proceedings of the Board of Revenue,

Dated 3^d May 1882.

No. 1209 Miscellaneous.

LEAD the following letter from R.W. Barlow Esqrs
Collector of Nilgiris to the Secretary to the
Board of Revenue, Madras dated Coimbatore
= mind 8th April 1882 No 79.

I have the honor to enquire whether
any and what form of lease is to be
adopted in regard to lands granted
solely as adjuncts i.e. for purposes connect-
ed with mining. No form has yet been
prescribed and I consider that one is
necessary.

2. The form of lease communi-
= cated with Board's Proceedings No 1980
dated 11th October 1881 is evidently
applicable only to lands granted for
mining rights; though by the terms thereof
the grantee can use any portion of
such lands as adjuncts also.

3. I

3. I request further to be informed whether a plan should be attached to the deed of lease whether it be for actual mining or for adjunct. The form prescribed does not contemplate any plan being attached; but I think it would be desirable to attach a plan in every case - plans are always prepared in order to ensure accuracy and thorough identification of the lands. A reference to the plan can be made in the deed by a few words inserted after words "Schedule hereunto written"

I solicit the early orders of the Board.

Submitted to Government in continuation of Board's Proceedings dated 11th March 1882 No 775.

2. The Board observe that the present form of the lease provides for the erection of dwelling houses, cooly lines &c. &c., on the land leased out and it is not clear for what other purpose the "adjuncts" are wanted or why they should be treated differently from lands leased out for mining purposes. The

The lease is for a long period and the rent demanded moderate and it seems undesirable to treat "adjuncts" specially as it will be difficult to say what portion of the land comes under the designation of "adjunct" and what is for mining purposes. In G.O. dated 1st February 1882 No 126 a separate form is prescribed for "proving leases" and it seems undesirable and unnecessary to swell the number of forms.

3. There seems to be no objection to attaching a plan of the land to the schedule provided for in the lease. The words "and delineated in the plan thereto attached" may be added after the words "in schedule hereunder written" in the form.

True copy & Extract

L. D. D. W.

Ag Secretary

To

The Secretary to Government R.D.

x'd Mogg
22/3/82

Rev^d 1882. Dep^t
Board of Revenue,
MADRAS. 11th 24/4

To

The Secretary to Government
Revenue Department

Print

Rec^d 5 May.
Miscellaneous Proceedings, dated 3^d
May 1882, No. 1209

Subject.

Submitting to Government, with
remarks, letter from collector of
Nilgiris enquiring as to form
of lease to be adopted in grants
of land as adjunct for mining,
and whether a plan should be
attached to the deed of lease.

R. 24752. R^d 25/3/82
C22-5-82 R^d 23/5/82

Notification

It is hereby notified for
general information in accordance
with the decision of the
Secretary of State in his
despatch, dated 25th March
1880, No 35, published in
the Fort Saint George Gazette
dated 15th June 1880, that
the right of the State to
metals and minerals is
fully reserved in all waste
lands the property of Govern-
ment. The State asserts
no claim to minerals in
estates held on Sanad
of permanent Settlement
or

or in land held on
title-deeds hitherto issued
under the Waste Land
Rules, in which no reserva-
tion of the State right
in Minerals is made,
and the Jemm title in
Malabar will be held
to include the right to
Minerals. In future sales
and leases of waste lands
for agricultural purposes,
the full right of the State
in mines and minerals and
the right of access and other
reasonable conveniences for
working them on behalf of
Government

134
Government or the assignees
of Government will be expressly
retained.

2. Persons desirous of
obtaining permission to mine
for gold or for metals other
than gold on waste land
the property of Government
should apply for a mining
lease to the Collector of the
district, specifying distinctly
the situation of the land
within which it is proposed
to mine, and its boundaries
as accurately as can be
stated, together with its estimated
area. Every application should
be accompanied by a rough
sketch of the tract applied
for

for, or the approximate
position of the lot required
be marked on the survey
plan. When the application
is for permission to mine
for gold, the limit of such
lot shall not exceed 150
acres, nor will more than
150 acres in all in one
or more blocks be given
to one and the same applicant,
the breadth of each lot shall
not be less than 70 yards.

In the case of applications
to mine for metals other
than gold, the extent of such
lot shall not exceed half
a square mile nor will
more than one lot be given
to

to one and the same appli-
cant. Applications will
be dealt with in order of
receipt by the Collector or
Commissioner. On an
application being accepted by
the Collector or Commissioner
the lot or lots will be duly
demarcated and surveyed
at the cost of the applicant,
to whom a lease in the
prescribed form will be
granted on the following
conditions;—

- (1) that the lease shall
be for a term not ex-
ceeding twenty years;
- (2) that an annual rent
of Rs 5 per acre or portion
of an acre in the case of a

a lease to mine for gold
and of Rs 2 per acre or
portion of an acre in the
case of a lease to mine
for metals other than gold
shall be payable in arrears
by equal half-yearly instal-
ments, the first payment to
be made at the expiration of
six months from the date of
the execution of the lease

(3) That if in the course of
mining operations under a
lease to mine for metals other
than gold, the lessee find
any gold exceeding the pro-
portion of $2\frac{1}{2}$ dwts. per ton
of quartz crushed, he shall
report the same to the Collector
and accept a lease to
mine for gold for the residue
of

156
of the term in lieu of
the lease to mine for metals
other than gold.

(4) That the lessee will,
within nine months from
the execution of the lease,
~~commence operations~~
and thereafter during its
currency, in the best and
most effectual manner
and without intermission
except when prevented by
inevitable accident carry
on mining operations and
will whenever called upon
furnish proof of his ability
and bona fide intention to
do so.

(5) That the lessee shall
pay the value, as fixed
by the Collector or other
Officer authorized by him
in

in that behalf, of all timber
standing on the land leased

(5) That the lease shall be
liable to forfeiture on failure
to observe any of the con-
ditions specified in the lease,
the Governor in Council
being the final arbiter as
to whether the conditions of
the lease have been duly
observed or not;

(7) That the lease shall be
renewable at the lessee's
option on such terms as
the Governor in Council
for the time being may settle
at the expiration of the original
lease;

(8) That during the term of
the original lease, there
shall be no liability to any
royalty

If the payment is limited to land
questions may arise as to what
constitutes timber, which, I
believe, is a question at issue.
The lessee hereby, this Council, in
lease no claim to any land

16 7
royalty or other tax in
addition to the rent speci-
fied in Clause 2, except
in accordance with the
provisions of the Local

Fund Act, No 4 of
1871 (Madras), and with
the further exception of
any taxation which may
hereafter be found neces-
sary to provide, at the
expense of the lessee, the
cost of such special
police, communications,
water-supply, sanitation
or other similar admini-
strative arrangements
as may, in the opinion
of Government, be dictated
in

in the interests of the local community immediately or directly affected by the results of the lessee's operations.

3. Without the written permission of the Collector previously obtained, the land applied for must not be entered upon, nor operations commenced.

4. Waste land required for purposes connected with mining operations, but not for actual mining will be granted on lease at the same rate per acre and under the same conditions.

These rules relate only to land leased for mining purposes //

Conditions as land granted for mining-

5. No lessee or grantee of any block leased or granted under these rules for mining ^{purpose} or other purposes shall divert any road, path or byway, or the ~~leased~~ ^{any} water course beyond the limits of the block leased or granted to him, and

all water running waste on such block shall be returned to its natural channel within the limits of the same block.

Failure to observe this condition will entail forfeiture of the lease.

The

6. The foregoing conditions
will be ^{equally} binding on the
transferee in ~~the~~ case
the lease is transferred.

W

No. 2 2 3rd and 2 2 4 3.

From Board of Rev and Govt of India

Dated 24th and 25th of 1889.

FOR ORDERS.

Printed in G. O. 107 Feb
1882 no. 132 AD

I think the obligation
I pay make the word
to be maintained. The first
let's look to another

[illegible]

With reference to their letter
of 30th December, 1881 no. 40, the
forwarding a copy of the
Secretary of State's ^{final} decision
in regard to the terms, and
which mining leases and
licences may be granted
in this Presidency, the Govt
of India with by wire
(C. no 2243) when the "Final
Regulations" of this Govern-
ment on the subject may be
expected. Since the receipt
of the above paper, the necessary
instructions have been sent
to the Board of Revenue.

3
Rev: 2250/12

Subscribed 21/7/82

(to be returned)

(vide the marginally noted orders), and the forms of Indenture and Notification modified in accordance

therewith, have just been received from the Board

The only point that calls for notice is an alteration in para 1. clause 5 of the draft Notification, which the Govt. Solicitor suggests.

The original clause as drafted by the Board, and the proposed alteration are shown below in juxtaposition.

(5) "That the ^{original} lessee shall pay the value, as fixed by the Collector or other Officers authorized by him in that behalf of all timber standing on the land leased."

The additions proposed are

G.O. 1/2/82 no. 132

G.O. 27/1/82 no. 234

G.O. 25/3/82 no. 341

X C. no. 22.30.

(5) "That the ^{Altered} lessee shall pay the value, as fixed by the Collector or other Officers authorized by him in that behalf of all timber and other trees standing on the land leased, and which the lessee may cut down."

marked by a red pencil line.

The Board's draft is in accordance with para 3 of G.O. 25th March 1882 no. 341, and contemplates payment, agreeably to G.O. 11th July 1869 no 2041 R.D., of the value of all timber which might be standing on the land at the time of granting a lease, while ^{the Govt. Solicitor's} ~~the Board's~~ modification would make the lessee liable to pay only for the timber or other trees actually cut down by him. The latter course is obviously sufficient to secure the interests of the State, but it is not always easy for the local Revenue Officers to detect when wood has been cut

No.

From

Dated

1882.

FOR ORDERS.

FOR ORDERS.

without previous notice
or to make any valuation
of it after its removal
or destruction.

The proposed addition
of the words "and other
trees" after "timber" seems
to be good and may be
retained. E. W.

C. nos 1.2.30 and 2.2.43.

FOR ORDERS.

Indentures for gold
and other mining leases.

Indtmt
M. Hindlestone

C 29-11-82
121-5-82
RC 23/75
182 25/75

Mining leases for gold
and metals other than gold

Draft forms of leases
for mining for gold, and
metals other than gold
are herewith submitted,
with the G.O. proposed
to be issued & which has
been passed by the House
in Hindlestone.

I approve of the proposed
change.
MHD
May 24/82

The enclosed "Office Note"
explains why it is proposed
to cancel the unissued
G.O. dated 1st May N^o 444

A new set of rules
for diamond mining
as will be submitted
in a few days E.F.W.

23/5/82

Note

Adjunct to Mining
Area.

Mining Leases for Gold
and for other metals.

G. O. 1st May 1882 No 441.

On para 1 of the
draft notification, which
provides for the grant of
additional land for
purposes subsidiary to
mining, the Honble W.
Maddison has put a query
"Does this apply to
Gold-mining leases only?
The answer to this is "yes."
It does not appear why the
Board make the provision
applicable to mining lease
for other metals also.

2 But C No 241 since
revised suggests the
necessity for inserting this
in the Gold-mining lease
enclosures. With the limit
of area extended to 150 acres

C 23/5/82
R 25/7/82

any argument for Subsidiary purposes is apparently unnecessary*, and there seems to be no object in making a grant for these purposes distinct from the mining grant, in as much as the rules of rule and other conditions are the same in both cases. At the same time, the provision seems inconvenient in that it raises the question of limit of area and form of lease for the grant. The form of mining lease being inapplicable. As observed by the Board, it is undesirable to multiply leases. If, in any special cases, land in excess of the ordinary limit is sought, the Govt, under the words

* Reference is solicited to para 10 of letter to India 21st May 1881 N. 819

* Secretary of State's despatch to India - para 5 - and India letter to Madras - para 2 - in G. O. 12th Feb 1882 N. 132 - also para 2 of the G. O.

* Their despatch to the Secretary of State - para 7 - in G. O. 1st Feb 1882 N. 132.

Limit of area to be granted to one applicant

* Concluding sentence in para 1 and the opening sentence of para 11.

discretion now resting in them, can grant it. The Govt of India are in favour of an additional grant for subsidiary purposes in the case of Gold-mining leases; but the ^{omission} ~~omission~~ seems capable of easy explanation.

3. The Board have still retained a limit as to the area which can be granted to one applicant (Exemption para 2), apparently overlooking all the previous discussions on the point as well as the distinct instruction in

G. O. 1 February 1882 N. 132. By dispensing with this restriction, a number of difficult questions which had been raised were

final

finally disposed of, and
if it is now reintroduced,
all these questions will be
brought forward again.
The fact is, the restriction
can not, in the nature of
the case, be maintained.
A number of leases, each
for the maximum area,
may be taken out in
the names of different
persons and clubbed to-
gether in the name of
a company, and, moreover,
as the restriction on
transfers has been re-
moved, there will be
nothing to prevent one
obtaining any extent of
land by purchase of
separate leases.
Reference is solicited to
para

para 8 of letter to India
21 May 1881 No 29. L.
Messrs. Pierce, Leslie and
Co's letter (pages 6 & 7),
Mr. Russell's letter, paras
3 and 4 (page 8), and
Board's Proceedings, paras
2, 5 & 6 (pages 10) of G.O.
1 February 1882 No 132, and
to para 11 of the G.O. itself.
The proof required
being actually carried on. (Board's Notification - para 2
clause 4 -) is not merely of
intention to carry on mining
operations, but of the mining
operations having been
actually carried on. The
wording seems, therefore,
to need a slight modifica-
tion.
5. In view of the
urgency

G.O. 1 February 1882 No 132
paras 1 & 5.

urgency of the case, the
G.O. has been printed both
ways, i.e. one copy with the
notification as approved
in the present draft and
another with modifications
therein on the points above
noted and with correspond-
ing additions in the order
so that whichever is ap-
proved may be adopted
and issued. In the second
copy C. S. 244 is read and
the forms of Indenture
modified with reference
to the Board's suggestion
(para. 3) therein and the
alteration in the notifi-
cation in regard to
standing timber. In
the first copy, the forms
of Indenture are printed
without

the Board's suggestion
in regard to standing
timber. In the first
copy, the forms of
Indenture are printed
without

the Board's suggestion
in regard to standing
timber. In the first
copy, the forms of
Indenture are printed
without

Approved
J. C. 244

X C 244 2/4/14

without any modification,
because the ^{original} draft ~~was~~
~~came from~~ ~~of~~ approves
them as they are and makes
mention of the latter al-
teration in reference to the
notification only.

Submitted that in G.O.
Notification with
form of indenture
since may now issue
Now while G.O. No.
444 of 1892 was
in the press that Mr
Barlow's letter was
rec'd & his whole
indignity left again
G.W.

Office Note.

Mining Leases for
Gold and for other
metals.

G. O. of 1st May 1882
No 444.

File

Mr. Henderson

Revenue Dept.

No 444 of 1 May 1882

Read Proc of the Board of Revenue
of 24th April 1882 no. 1121

Adverting to the alter-
ations suggested by the
Government Solicitor in
paragraph 2 clause 5 of
the draft Notification, the
Right Honble the Governor in
Council is of opinion that the
obligation to pay for all
the wood standing on the
said lease should be
maintained, but approves
the proposal to add the
words "and other trees" after
"timber". The Notification
will be revised accordingly.

CC 23/5/82 of 25/5/82

C 22-5-82
R 21-5-82

and, as printed at the
end of the orders, has
published in the Port
St. George Gazette for
general information.

2. The forms of mining
leases which have the
approval of Government,
will also be appended to the
Orders, together with the
rules for the disposal of
applications for permission
to mine for gold and
for metals other than gold,
appended in the marginally
noted orders.

E. J. W.
61.

G.O. 1st October 1880
no. 1263 para 7
" 23rd Feb 1881 no. 252
para 2.

List of orders.

For the Board of Revenue
the Director of the Gazette Office.

$\frac{160}{6}$

29th 3. Cc. regarding
Mining leases.

6th 2000 & 2000
proof to the 1st Asst.
1/5/82 8/7

30
BOARD OF REVENUE,

PROCEEDINGS OF

READ—the following letter from R.
the Secretary to the Board
No. 79:—

I have the honor to inquire what
in regard to lands granted solely
No form has yet been prescribed,

2. The form of lease commu-
11th October 1881, is evidently ap-
though by the terms thereof the gra-
also.

3. I request further to be info-
deed of lease whether it be for actual
does not contemplate any plan being a-
attach a plan in every case—plans are alw-
thorough identification of the lands. A
by a few words inserted after the words

I solicit the early orders of the Board.

17/8-7-82
RESOLUTION—dated 3rd May 1882, No.

Submitted to Government in c
March 1882, No. 775.

2. The Board observe that the
of dwelling-houses, cooly lines, &c.
what other purpose the "adjuncts"
differently from lands leased out for
the rent demanded moderate, and it
as it will be difficult to say what
of "adjunct" and what is for
No. 126, a separate form is pro-
and unnecessary to swell the r

3. There seems to be
provided for in the lease.
may be added after the v

(A. J. C. Co)

To the Secretary to Government, Revenue Dep
Copy to the Collector of the Nilgiris.

Exd. W. J. Lewis.

No 2414

1882.
Board of Revenue,
MADRAS.

Revenue
No. 544
1882

25-5-1882

Original

Proceedings, 3rd May 1882, No. 1209.

Depd 3/5/82

For 4/4/82

1-3-1882

Submitting to Government, with remarks.
letter from Collector of Nilgiris inquiring as to
form of lease to be adopted in grants of lands
as adjunct for mining, and whether a plan
should be attached to the deed of lease.

Mr Colclough