M.R.O. 1—5,006—16-10-50.

(1) Number of pages 14 Pages

(2) Date of repair 13-9-1962

(3) Initials of the Referencer

MADRAS RECORD OFFICE

Government of Madras

Revenue DEPARTMENT

G.O. No. / B.P. No.	544	Press / Mis.
Dated	25 - 5	1952.

Not to be folded or roughly handled

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 25th May 1882, No. 544, Revenue.

Miscellaneous.

Adverting to the alterations suggested by the Government Solicitor in paragraph 2, clause 5, of the draft Notification, the Right Honorable the Governor in Council is of opinion that the obligation 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."

2. The limitation of area to be granted to one applicant to 150 acres in one or more blocks (*ibid*, paragraph 2) is not in accordance with the instructions* of Government.

* G.O., 1st Feb. 1882, No. 132, paras. 1 and 11.

3. The proof required (paragraph 2, clause 4) is not merely of *bonâ fide* intention to carry on mining operations, but of the actual fulfilment of such intention†.

† *Ibid*, paras. 1 and 5.

4. The Government concur in the views expressed by the Board in the second paper read above. Paragraph 4 in the draft notification will be accordingly omitted.

5. The notification, revised in accordance with the foregoing remarks and printed at the end of this order, will be published in the *Fort St. George Gazette* for general information.

6. The forms of mining leases, which have the approval of Government, will, with the alteration corresponding to that made in the notification in regard to timber, and the addition suggested by the Board in paragraph 3 of their later Proceedings, be also 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.

G.O., 1st October 1880, No. 1263, para. 9.
G.O., 23rd February 1881, No. 353, para. 2.

(True Extract.)

(Signed) E. F. WEBSTER,
Acting Secretary to Government.

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; 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. 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 having done 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. 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.

5. The foregoing conditions will be equally binding on the transferree in case the lease is transferred.

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 delineated in the plan thereto attached.

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 acre of the said piece of land) by equal half-yearly payments on the day of and 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 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 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 this behalf the value of all timber and other trees standing on the said piece of land such value to be fixed 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 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 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 plant 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 *bonâ 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 times 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 *bonâ 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 convenants 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 *bonâ 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 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 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 and in sub-registration district of of the registration district of and containing by admeasurement being bounded on the north on the south by on the east by and on the west 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 hundr and between the RIGHT HONORABLE THE SECRETARY OF STATE FOR INDIA 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 covenan and agreements by the lessee hereinafter contained he the lessor doth hereby demise and gra unto the lessee his executors administrators and assigns.

All mines minerals (other than gold diamonds and other precious stones) reefs an beds and strata of earth stone or rock containing or supposed to contain metallic ores oth than gold being on in under or upon the piece of land measuring acre in extent belonging to the lessor and particularly described in the schedule hereunder writte and delineated in the plan thereto attached.

Together with liberty for the lessee his executors administrators and assigns and his an their agents and workmen to search for mine dig and work all such reefs and beds and strat of earth stone or rock and to wash dress crush and make merchantable all metallic ores (bu 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-house cooly lines and other erections and buildings and all engines boilers and other machinery and d all such other acts and things and make use of such other means as shall be found necessary o expedient for better and more effectually mining working and obtaining such metallic ores an making merchantable the same.

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

To have and to hold the premises hereinbefore expressed to be hereby demised an 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 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 and 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 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 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 assig covenant with the lessor his successors and assigns that he the lessee his executors admin trators or assigns will during the said term duly and punctually pay unto the lessor successors or assigns the said rent hereinbefore reserved on the days and in manner hereinbef appointed for the payment thereof.

And will also pay on the days and in such manner as may be hereafter appointed for payment of the same all rates tolls and taxes leviable under Act IV of 1871 passed by Government of Madras or any statutory modification thereof upon or in respect of the premi hereby demised and also such taxes rates and assessments as the Government of Madras m find it necessary to and shall impose on the lessee his executors administrators or assigns meet the expenses of special police communications water-supply sanitation and other ana gous administrative arrangements which the said Government shall from time to time de necessary or expedient for the protection and convenience of the lessee his executors admin trators and assigns or other persons or companies now or hereafter carrying on mining ope tions in the neighbourhood of the said piece of land or directly affected by the operations the lessee his executors administrators or assigns.

Provided always and it is hereby expressly agreed and declared that with the exception any taxation that may now or hereafter be imposed for the purposes aforesaid or any of them rent royalty tax or other imposition other than the rent hereinbefore reserved shall be impos on the lessee his executors administrators or assigns in respect of the premises hereinbef expressed to be hereby demised.

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

Provided also that the lessee his executors administrators or assigns shall and will p the lessor his successors or asigns or his or their agent or agents in that behalf the value timber or other trees standing on the said piece of land such value to be fixed by the Coll for the time being of or other officer authorized by him in that behalf w decision thereon shall be final and conclusive and altogether operative and binding upo lessee his executors administrators and assigns.

And the lessee doth hereby for himself his executors administrators and assigns fu covenant with the lessor his successors and assigns that he the lessee his executors adm trators and assigns will at all times during the said term hereby granted in the best and effectual manner and without intermission except when prevented by inevitable accident s for all metals and metallic ores (not including gold diamonds and other precious st in under or upon the said piece of land.

And also will throughout the said term make and keep in some convenient place said piece of land and so that the lessor his successors or assigns or his or their agent or a can have at all times free access thereto proper books of account of the operations carri under these presents and showing the number of laborers from time to time employed about the same and the nature of their work and the costs and expenses of such operation of the disposal of the metals metallic ores and other substances of a saleable and merchan nature and containing all particulars of quantities dates and other facts and circumstances sary or proper for ascertaining the exact value of such metals ores and other substances an 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 or agents give to him or them copies of all entries in the said books and of every such ma 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 a at such times as may from time to time be appointed in that behalf by the lessor his succ or assigns or his or their agents full and true returns of the number of laborers employed 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 ther during the said term when so required by the lessor his successors or assigns furnish lessor his successors or assigns such further and other proof as the lessor his successo

assigns may consider satisfactory of *bonâ 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 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 times 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 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 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 *bonâ 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 authorised 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 peaceable 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 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 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 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

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.

Immediately on receipt of an application for land 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

No.	Date of Application.	Name and Residence of Applicant.	Situation of the Land, i.e., Village, &c.	Boundaries of the Lots.	Area by Survey.	Date and Number of Order of Government granting the Lease.	Term for which granted.	Amount of Annual Rent.	Date and Number of Deed of Lease.	Special Reservations, if any.	Subsequent Registered Transfers, if any.	Terms of Renewal, if Lease is renewed.	Remarks.
1	2	3	4	5	6	7	8	9	10	11	12	13	14

14-11-91
16 to 26
27-7-5402

Govt. of {1882} Madras.

REVENUE.

Order, dated 25th May 1882, No. 544.

Issues — for gold mining and for metals other than gold.—Fresh draft forms of — and draft notification—. Passing orders on Board's Proceedings submitting —.