

Revenue (1892) Department.

MISCELLANEOUS SERIES.

<i>Circular No 125</i>	
~~C.O., No. 3101~~	
DATED	<i>29th June</i> ~~11 July 1892~~

[Despatch Abstract.]

BACK PAPERS.

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

FURTHER PAPERS.

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

Registration Department,

Madras, 9th May, 1892



My dear Sir

Last year you will remember, I brought to your notice the desirability of some of the submagistrate appointments to be newly created being conferred on submagistrates of liberal experience and capacity. You were then pleased to send a reply to the effect that the Cusback magistrates scheme had not then gone for

ward & that ^{when} it
was mentioned
I might urge the claims
of reputation officers for
consideration.

As I now understand
that the scheme has been
mentioned & will be
promptly introduced I
try to remind you of
my former request.

You know I believe
that there is a great
lack in promotion in
a Regt. department
especially in the higher

grades as most of the
men entered service
at about the same
time. Several of them
on point of education
and other qualifications
are not inferior to me
who have risen to
high posts in other
departments and
while on the one hand
it would be an incen-
tive to them to be
nominated to some
of the new appoint-
ments to be created
it would on the other
contribute to the effi-

4.
cency of the lower
magistracy. The registration
Officers have some claims
upon Govt in regard to
these posts as several
of them have done good
work as special magistrates,
chairmen of municipalities
and local fund raising
etc.

If permitted I shall be
glad to send a list of
men qualified for
appointment to submagistrate
appointments

Yours sincerely
S. S. S. S. S.

a. fulling

5
Registration Department,
Ponnammallee
Madras. 17 May 1892

My dear Sir 15 MAY 92

As asked for in your
note of the 9th instant,
I send herewith a list of
Officers of the Registration
Department who are
qualified by passing
examinations for the
post of submagistrates,
compiled from infor-
mation available in
my office. Several of
these men, however,
I send with myself

4.
6
Recommend for
appointment as
magistrates. If the Govt
decides that something
may be done for registra-
tion officers in con-
nection with the scheme
for special magistrates &
if some idea is given
as to the number of
appointments that can
be made available &
the qualifications necessary
I can furnish ^{you} with a
list of some 15 or 20
really good men. Three
are 3 Bachelors of Laws
fit to be appointed sub.

7
magistrates & the selections
among the others may
be compared to B.A.s &
first class men of not
less than 5 years standing
who have done good
work as registration officers
and special magistrates
and chairmen of local
fund raising & commi-
ssionaries

I need hardly say
how much anything done
on this occasion will be
appreciated by reg. officers
who are suffering from a
block in promotion. Many
of them are men with high
educational qualifications
& they have performed

the extra work imposed
on them in connection
with local fund admini-
stration willingly and
efficiently.

Yours very sincerely

Stannard

A. J. Sullivan Esq.

Name of Candidate	Educational attainments	Age	Year	Special Tests passed.
1. B. Srinivasa Raghavan (S. Arach district)	B. A.	90	19	Civil, Criminal & Rev Higher grades & Account Test
2. M. Krishna (Malabar)	F. A.	90	18	Criminal, Revenue & Precise higher grades & Translation Test lower grade
3. P. Perumal Pillai (Tichimilly)	DO	75	19	Rev: Civil & Account Test, Higher grades & Trans: Lower grade
4. S. G. Rangachari (Madras)	B. A.	75	17	Rev & Civ: Higher grades
5. S. R. Krishnamachari (S. Arach)	F. A.	60	16	Rev: Civ: Civil & Precise higher grades & Translation lower grade
6. A. Suba Rao (Bellary)	Matriculation	60	16	Cri: Rev: Trans: & Precise higher grades & Civil lower grade
7. S. Viswanatha aiyar (Tichimilly)	B. A.	60	15	Cri & Rev: Higher grades.
8. A. Suba Rao (Tanjore)	B. A.	50	15	DO
9. R. Chakrapani Rao (DO)	B. A.	50	14	DO
10. J. Krishnaswami (DO)	B. A.	50	14	DO & account Test
11. Y. K. Srinivasan (Sodavara)	F. A.	50	14	Rev & Prec: Higher & Cri & Translation Test lower
12. A. Venkatakrishnaiah (S. Arach)	F. A.	50	14	Rev: Civil & Precise higher & Translation lower
13. A. Ramakrishna Rao (Sodavara)	F. A.	50	14	Rev: Civil & Precise higher & Translation lower
14. R. Raghunatha aiyar (Tichimilly)	B. A.	50	14	Crim: Higher & Rev: lower.
15. V. Bhaskar aiyar (S. Arach)	F. A.	50	13	Crim: Rev & Precise higher & Translation lower.
16. R. R. Raghunatha aiyar (S. Arach)	B. A.	50	13	Crim & Rev higher & Trans: lower.
17. A. Srinivasan aiyar (Tichimilly)	B. A.	50	13	Crim & Rev higher
18. Jasudasa Jnanapada (Madras)	B. A.	50	13	DO with account Test.
19. S. Kambara aiyar (Tichimilly)	B. A.	50	13	DO.
20. V. Suba Rao (Tichimilly)	B. A.	50	13	DO.
21. P. Venkatachakravarthy (S. Arach)	F. A.	45	13	Precise: Civil & Rev & Account Test higher Trans: Higher
22. P. Prakasam (S. Arach)	F. A.	45	13	Prec: Civil & Rev higher & Trans: lower.
23. J. Purnanayaga (Kishina)	F. A.	45	13	DO.
24. J. P. Krishna aiyar (Tichimilly)	B. A.	45	13	Cri & Trans higher & Rev: lower
25. R. Ramangopal Rao (Tanjore)	F. A.	45	12	Crim: Rev & Precise higher & Trans lower
26. J. Venkatakrishna Rao (S. Arach)	F. A.	45	12	DO

Name of Subscriptions	Educational Attainment	Pay	Total Service	
		Rs	Yrs	
27. J. Rajagopalakrishnan (Jangam)	Matriculation	45	12	Crim: Rev. Auth. Test & Precis Higher & Trans. Lower.
28. M. Abdul Hq. (Jangam)	DO	45	11	Rev: Crim & Precis Higher & Trans: Lower.
29. G. Chandakumar (DO)	DO	45	11	DO & Auth. Code.
30. R. Sivakolanda Reddy (DO)	B.A.	45	11	Crim: Higher, Rev. Lower & Trans. Lower.
31. M. Sibatullah (Kudimbatu)	7 A	45	11	Crim: Rev & Precis Higher & Trans. Lower.
32. J. Srinivasa Aiyar (Malabar)	7 A	40	10	Crim & Rev: Higher
33. M. Annamalai Sahib (Kudimbatu)	Matriculation	40	10	Precis Higher, Crim, Rev & Trans: Lower.
34. J. Venkata Sastri (Vijayapur)	7 A	40	10	Rev, Crim & Rev Higher & Trans. Lower.
35. K. R. Karayana Aiyar (Malabar)	B.A.	40	10	Crim, Rev & Auth. Code Higher
36. Mrs. Pirthi (Lumana)	7 A	40	9	Crim, Rev & Precis Higher & Trans. Lower
37. P. Kannan Sahib (Kudimbatu)	M.A. B.A.	40	9	Rev: Higher
38. R. Kataraja Pillai (Tanjore)	B.A.	40	8	Rev & Crim Higher & 20 grade. Rev. Auth. Test.
39. J. Rajagopalakrishnan (Kudimbatu)	B.A.	35	8	Rev & Crim Higher
40. K. Lakshminarayana (Kudimbatu)	B.A.	35	10	Rev, Crim & Trans. Higher grade.
41. R. Srinivas Aiyar (Kudimbatu)	B.A.	35	7	Rev, Crim & Auth. Test Higher
42. K. Dharmaswami Aiyar (Kudimbatu)	Matriculation	35	7	Rev, Crim & Precis Higher & 20 grade. Rev. Auth. Test & Precis & Trans. Lower.
43. A. P. S. Mahalingam (Malabar)	7 A	35	7	Rev & Crim Higher grade.
44. N. Kumaram (Malabar)	Matric.	40	9	DO with Test & Precis & Trans. Lower.
45. J. Vijayarajam (Vijayapur)	7 A	35	8	DO
46. S. Krishna Reddy (Jangam)	7 A	35	7	DO.
47. V. Srinivas Aiyar (Kudimbatu)	7 A	35	7	Rev, Crim & Precis Higher
48. E. Srinivas Reddy (Kudimbatu)	B.A. B.S.	35	6	
49. A. P. S. Mahalingam (Jangam)	DO	30	6	P
50. P. Ramayya (Kudimbatu)	Matriculation	30	5	Precis Higher & Rev, Crim & Trans. Lower
51. S. Srinivas Reddy (Kudimbatu)	B.A.	65	14	Revenue, Criminal, & Civil 1 st grade
2 nd account. Inspector General's office.				Pleaders Test Higher grade & Account Code Test.

Note In the case of Nos. 1-50. the pay is exclusive of commission on the collections the max subject to a maximum of Rs 50. Most of the officers get the maximum commission. Precise is calculable on the commission.

11
17/5/92.

No.	Date	Particulars	Amount	Remarks
1	28	...	...	...
2	28	...	...	...
3	28	...	...	...
4	28	...	...	...
5	28	...	...	...
6	28	...	...	...
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57	28	...	...	...
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59	28	...	...	...
60	28	...	...	...
61	28	...	...	...
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63	28	...	...	...
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65	28	...	...	...
66	28	...	...	...
67	28	...	...	...
68	28	...	...	...
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73	28	...	...	...
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77	28	...	...	...
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95	28	...	...	...
96	28	...	...	...
97	28	...	...	...
98	28	...	...	...
99	28	...	...	...
100	28	...	...	...

||

REVENUE DEPARTMENT.

Letter from S. Simion

Current No. 14 Replaca Angica
Dum Mucur

From

Dated 9. 7. 189

FOR ORDERS.

The Govt. may please
be advised that
finding efficient men
to fill the existing
posts in the
Revenue Department
under the
qualifications for
the position of
D. B. S. Angica
and to be put on the
list of candidates
for the position of
D. B. S. Angica
who are qualified by
experience for the posts.

Now we reported as
to what any first
portion of the new
posts should be
grant for delegations
if so other similar
highwaymen had
wanted to submit his
recommendation as
he has to do. The
administration is
not better or less
as the appointment is
in the hands of Gov. and
as an of course order
that certain selected
men shall be taken on.
The distribution is
better a left to the
Board, perhaps. They

alist ready to qualify
+ spirit and will - in
~~and ready to defend~~
now.
19/7/12
Successive
The purpose of D.L.S. the
to M.A. & D.A.S. - any
one so qualified who
has 5 years service in
the Dept. will be
qualified.
19/8/12
What is become of the scheme?
I believe it has been with the
Board for months. The year
is passing away & the funds
are being used up. The Board should be
stirred up.
Much will depend upon the
rate of pay settled finally.
The Gov. Board cannot
interfere in the appointments
which will be in the gift of

The D. Board. They will have
no doubt largely drawn the
Reg. list & I should be very
glad to see them do it. I don't
think however that we can do
more than point any list
submitted by highwaymen and
give up & circulate them back
to the Reg. list with an expression
of the wish of Govt that the
claims of the Reg. list should
be given due weight. The list
contains many eligible men

12
Should be sent to the Dis
tributors in which there
is not difficulty in
finding men qualified
for the new posts.

Ch
18/5

1160
19 May

23	1st	1st
23	2nd	2nd
23	3rd	3rd
23	4th	4th
23	5th	5th
23	6th	6th
23	7th	7th
23	8th	8th
23	9th	9th
23	10th	10th

FOR ORDERS.

REVENUE DEPARTMENT.

Current No.

From

Dated

189 .

FOR ORDERS,

I have just got
to box No 13 & have
~~to~~ with dispose of it
at once I Hf
19/5

The Board Scheme
for Retaining Submerged
Water has sent in
Circulars to the 11
units, on box no 13

I ought to have mentioned
this in my note.

With reference to the
Hon. Mr. Garrison's remarks
I beg to point out that
the list set up by S.

1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
9	9	9	9	9
10	10	10	10	10
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
17	17	17	17	17
18	18	18	18	18
19	19	19	19	19
20	20	20	20	20
21	21	21	21	21
22	22	22	22	22
23	23	23	23	23
24	24	24	24	24
25	25	25	25	25
26	26	26	26	26
27	27	27	27	27
28	28	28	28	28
29	29	29	29	29
30	30	30	30	30
31	31	31	31	31
32	32	32	32	32
33	33	33	33	33
34	34	34	34	34
35	35	35	35	35
36	36	36	36	36
37	37	37	37	37
38	38	38	38	38
39	39	39	39	39
40	40	40	40	40
41	41	41	41	41
42	42	42	42	42
43	43	43	43	43
44	44	44	44	44
45	45	45	45	45
46	46	46	46	46
47	47	47	47	47
48	48	48	48	48
49	49	49	49	49
50	50	50	50	50
51	51	51	51	51
52	52	52	52	52
53	53	53	53	53
54	54	54	54	54
55	55	55	55	55
56	56	56	56	56
57	57	57	57	57
58	58	58	58	58
59	59	59	59	59
60	60	60	60	60
61	61	61	61	61
62	62	62	62	62
63	63	63	63	63
64	64	64	64	64
65	65	65	65	65
66	66	66	66	66
67	67	67	67	67
68	68	68	68	68
69	69	69	69	69
70	70	70	70	70
71	71	71	71	71
72	72	72	72	72
73	73	73	73	73
74	74	74	74	74
75	75	75	75	75
76	76	76	76	76
77	77	77	77	77
78	78	78	78	78
79	79	79	79	79
80	80	80	80	80
81	81	81	81	81
82	82	82	82	82
83	83	83	83	83
84	84	84	84	84
85	85	85	85	85
86	86	86	86	86
87	87	87	87	87
88	88	88	88	88

16

the one perfectly
beautified to the
2 hospitals. the

ask him. But I think it
would be well to send a complete
list of beneficiaries ^{as found} ^{man} ^{date}
Mrs. I cannot ^{mean} ^{date} ^{will} ^{interfere} ^{with}
their nominating us

ask him to tie up the
Board as suggested by
H. Mr. W. S. G. New

249

1915752

26. *Pinus laevis* L.
in the bottom of
the bay, and
large, common.

CL 19-5-

20	20	(1) 1000
20	20	(2) 1000
20	20	(3) 1000
20	20	(4) 1000
20	20	(5) 1000
20	20	(6) 1000
20	20	(7) 1000
20	20	(8) 1000
20	20	(9) 1000
20	20	(10) 1000

FOR ORDERS.

Confidential

31st May 1892

(Louisbaine)

My dear Sir

JUN 92

As directed by you, I forward here with a list of Officers of the Registration department whom I would recommend for appointment as special magistrates. In the case of men who have passed only the First Examination in arts, only such as have had 10 years good & approved service have been included in the list. The B.A.s entered in the list have all not less than 7 years service. There are 2 B.A.s besides No 26 but ~~as~~ they have not passed the Revenue test & consequently ~~their~~ omitted their names. If, however, the passing of the Revenue test be not a necessary condition for appointment as special magistrates, their names will have to be inserted in the list. In the case of some of the men entered in the list, I am not able to say for certain whether they have passed the Account test. Under the old rules the Account test was merged in the Revenue test while latterly the two have been separated.

26	27	28	29	30	31
32	33	34	35	36	37
38	39	40	41	42	43
44	45	46	47	48	49
50	51	52	53	54	55
56	57	58	59	60	61
62	63	64	65	66	67
68	69	70	71	72	73
74	75	76	77	78	79
80	81	82	83	84	85
86	87	88	89	90	91
92	93	94	95	96	97
98	99	100	101	102	103

The account test being purely a technical test the men selected might be given submagp ships on condition of their passing the test on the next available opportunity.

I have included in the list only such persons as I found to have done their work with credit and to possess of general ability of more than the average kind. With the exception of No 5, who gets Rs 65, their emoluments which include commission of 20 per cent on the collections made by them vary from Rs 75 + Rs 50 = Rs 125 to Rs 35 + 50 = Rs 85. I have not included the names of 1st grade Submagp who get Rs 90 + 50 = Rs 140 as the pay of a submagp does not exceed Rs 120. The monthly commission on the collections drawn by a registering officer forms part of the emoluments with reference to which pension is calculated.

Of the 31 men included in the list, I am not sure that there are not some who may not like to be appointed

submagps. I have no means of ascertaining their wishes without communicating with them & this of course is undesirable at the present stage.

A few special remarks as regards some of the men included in the list are necessary.

No 5. C. Saravathama Rao. B.A. 2nd account ant in my office. He is a graduate of 14 years standing. He is a very efficient man of sound judgment, excellent business habits and thoroughly trustworthy.

No 13. K. M. Sudarsana Chari. B.A. 2nd account trustworthy. Somewhat clumsy in his address. I have not thought it proper to omit his name from the list on the latter ground.

No 19. Mahomed Abdul Hie Sahib is only a matriculate. He is already acting as submagp of Vallam having been selected by Mr Gibson for the post & will probably be confirmed. He is an efficient and respectable man, is connected with the formatic family & qualified for the post of submagp.

No 20. G. Chander Miyan Sahib is also a matriculate. He has done his work

23	5	10	15
25	7	12	17
28	10	15	20
30	12	18	23
32	14	20	25
34	16	22	27
36	18	24	29
38	20	26	31
40	22	28	33
42	24	30	35
44	26	32	37
46	28	34	39
48	30	36	41
50	32	38	43
52	34	40	45
54	36	42	47
56	38	44	49
58	40	46	51
60	42	48	53
62	44	50	55
64	46	52	57
66	48	54	59
68	50	56	61
70	52	58	63
72	54	60	65
74	56	62	67
76	58	64	69
78	60	66	71
80	62	68	73
82	64	70	75
84	66	72	77
86	68	74	79
88	70	76	81
90	72	78	83
92	74	80	85
94	76	82	87
96	78	84	89
98	80	86	91
100	82	88	93

List showing the names of Subregistrars & recommended for Submagistratio appor

	Name of officer	District in which employed.	Education - al attain- ments.	Total Service years	Present pay exclusive of Rs 50 a month drawn as commission	Special Tests passed.	Remarks.
1	P. Perumal Pillai	Tiruchinopoly	F. A.	19	75	Translation Lower, Tamil & Telugu, Revenue, Criminal, Precs and Account Test. Higher.	Please see. D.O. under 11.
2	J. G. Rangathore.	Madura	B. A.	17	75	Criminal and Revenue Higher grades.	
3	S. Viamanatha Aiyar	Tinnevely	B. A.	15	60	Criminal & Revenue Higher, except Account Test.	
4	A. Siva Rao.	Tanjore	B. A.	15	50	Criminal & Revenue Higher grades	
5	C. Sarvathama Rao	Inspector of off. Assistant de. Countant	B. A.	14	65	Criminal, Revenue and Account Test Higher & 1st grade Pleaders Test.	
6	R. Chakrapani Rao.	Tanjore	B. A.	14	50	Criminal & Revenue Higher & Translation Lower, Tamil.	
7	J. Krishna Rao.	Tanjore	B. A.	14	50	Criminal and Revenue Higher with Account Test & Public works Test for Accountant 4th grade.	
8	J. Narasinga Rao.	Godavari	F. A.	14	50	Revenue and Precs Higher & Criminal and Translation Lower.	
9	A. Venkatakanannayya	North Arcot	F. A.	14	50	Criminal, Revenue & Precs Higher and Translation Lower, Tamil.	
10	A. Ramachandra Rao	Godavari	F. A. & 1st branch B. A. & Revenue of fin.	14	50	50 50 Telugu.	
11	R. Raghunatha Aiyengar	Tinnevely	B. A.	13	50	Criminal Higher and Revenue Lower.	
12	V. Bhaskhyam Aiyengar	North Arcot	F. A.	13	50	Criminal, Revenue and Precs Higher and Translation Lower, Tamil.	
13	H. M. Sudarasa Chary	North Arcot	B. A.	13	50	Criminal and Revenue Higher & Translation Lower, Tamil.	
14	A. Srinivasan Aiyar	Tinnevely	B. A.	13	50	Criminal and Revenue Higher.	
15	Jeeudasen Ganapathi	Madura	B. A.	13	50	50 50 & Account Test.	
16	S. Ekambaram Aiyar	Tinnevely	B. A.	13	50	50 50	

	Name of officer.	District in which employed	Educational attainments	Total Service	Present pay exclusive of Rs 50 a month drawn as commission	Special Tests passed	Remarks.
17	V. Suba Rao	Cosimbator	B.A	13	50	Criminal & Revenue Higher with Account Test	
18	J. Purnanaya	Kistna	F.A	13	45	Pecis, Revenue & Criminal Higher & Translation lower, Telugu	
19	Muhammad Abdul Hie	Tanjore	Matriculation	12	45	DD DD. Tamil	
20	G. Chanda Mijan Sahab	DD	DD	12	45	DD DD	
21	A. Sivakolunda Mndali	DD	B.A	11	45	up account test. Criminal Higher & Revenue and Translation lower, Tamil.	
22	Muhammad Abga Kulla Chida	Cosimbator	F.A	11	45	Criminal, Revenue & Pecis Higher & Translation lower	
23	G. Srinivasa Anjar	Madura	B.A	10	40	Translation, Criminal & Revenue Higher	
24	A. Ramaswami Pillai	Trincomalee	B.A	10	40	Criminal & Revenue Higher with Account Test	
25	H. R. Narayana Anjar	Malabar	B.A	10	40	DD DD	
26	H. Swaminatha Anjar	Madura	B.A	9	40	2 nd grade Pleader Test and Revenue Higher without Account Test.	
27	P. Narayana Chari	South Arcot	M.A. & B.L	9	40	Revenue Higher	
28	B. P. Narasimha Anjar	Bellary	B.A	9	40	Criminal lower and Translation Higher & Revenue Higher without Account Test	
29	H. Nataraja Pillai	Tanjore	B.A	8	40	Criminal & Revenue Higher grades 1 & 2 nd grade Pleader's Test.	
30	G. Rajahar Chari	Tutukupah	B.A	8	35	Revenue & Criminal Higher grades:	
31	R. Srinivasa Anjar	Cosimbator	B.A	7	35	Criminal and Revenue Higher with Account Test.	

25

REVENUE DEPARTMENT.

Current No.

To from S. Union
- In Kashwanjya
Guan Behan.

From

Dated

189 .

FOR ORDERS.

Sumwara Kashwanjya
San sends a list of the
qualified recommend
for the purpose of sub.
hospital. Orders are
expected as a matter
of course to be printed and

It should be printed
circulated to all
Dis: Kashwanjya direct -
(a copy being sent to
K.P. for inspection
with copy of K.P.)
as soon as time.

sent to the Board as
related to District
hospital direct with
an intention that
the claims of Subscriptions

16

Should be considered in
 filing up the new
 Commission etc. of the
 Army Administration.
 The Dept. of the
 Board Pres. will be
 admitted during the
 Revision of the
 Law to go to the Gov.
 of India, through the
 scheme may be in the
 next. The circular
 to the Govt. has
 not been sent as yet
 the final order to
 introduce the scheme.
 If any of the men are
 deficient in any of
 the required tests then

would like the D. to
 limit at least to
 influence their selection,
 of officers to file
 down with, and only the
 Govt. has reason to believe
 that all the officers on the
 list are qualified for
 the posts & that some
 are not. With them
 the claims of the
 positions in filling the
 up. L. S.
 2/5/92

I should be careful to avoid
 saying too much as it is
 not advisable to let them
 dictate to the Govt. in this matter.
 I observe that the Govt. wishes
 his list of remarks to be treated
 as confidential, and therefore
 they should not, either of them,
 be circulated without letting
 him know.
 The tests to be required from

These Govt. and the Govt. should be
 the same as now required for
 the Indian posts.

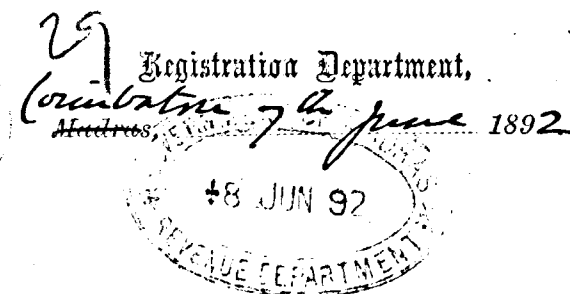
U.S.
 2/5/92

17

Cases can be specially
 submitted for review
 if the Govt. has to
 select them.

Cal
 1/6

FOR ORDERS.



My dear Sir

There is ~~no~~ of course
no objection to the list of
subregistrars qualified
for subregistrars appointments
being printed & cir-
culated to the Collectors
& the Board, my remarks
on some of the men
entered in the list being
treated as confidential
Thanking you for the in-
terest you have kindly
taken in the matter.

Yours sincerely
S. Ramana Rao

33

REVENUE DEPARTMENT.

Current No.

50 per. S. Simi isa
Highway & Sugar Division
Becharu.

From

Dated

18

FOR ORDERS

32

FOR ORDERS.

With reference to the remarks
of the Hon^{ble} Secy. H. E. Stokes
in my letter of the 1st inst
with reference to the remarks
concerning the list of
vegetables to be included in
the list of vegetables for
the purpose of being printed
and his remarks regarding
the being communicated
confidentially to the
Registrar in order that
they might make a selection
the way there is no objection
to the list of vegetables being
sent for the purpose of being
printed and his remarks in
reference to the being printed as
confidential.

Enclosed A. 4 per. 100 per. the list of new
vegetables by the Registrar
Serial 31 in number &
the list of new vegetables
sent for the purpose of being
printed.

FOR ORDERS.

delegations recommended
for appointment as ordinary
delegates etc.

The Hon. L. E. Custer
C.H.

The Hon. L. E. Custer
K.C.H.

To the Committee R.
all collectors
except members
for origin
8/2-2/3/92

L.E.C.
9/6/92

W.C.
9/1/92

For action any necessary
to include in the list the
delegates regarding a few
others have been
negotiated as letters of the
3/4 way. As has been
to the all other collection
is in the hands of ^{the committee} ~~the committee~~

The list is to be printed &
sent to the Board of Directors
legislative with the following letter

The undersigned is directed
to forward to the (Board of Directors)
a list of names of the members
of the Board who are recommended by
the Executive Committee of the
Legislative Committee
as per the list of delegates
for the session of 1902. It is
filing up the new appointments
mentioned in S.O.

According to the introduction
of the change of legislative
delegates the change of
the Legislative Committee
because the committee has
there is no intention of filling
the position of the delegates
in the collection - the list
is included (only for information)
The list is to be printed &
submitted to the Board of Directors
for the session of 1902
by the undersigned.

Ch.

8/6

CONFIDENTIAL.

No. 125.

CIRCULAR.

The undersigned is directed to forward to the
a list of officers of the Registration Department,
who are recommended by the Inspector-General of Registration as fit for the post
of Sub-Magistrate. It is the desire of Government that, in filling up the new
appointments sanctioned in G.O., No. 664, dated 27th June 1892, authorising the
introduction of the scheme of Stationary Sub-Magistrates, the claims of the Regis-
tration Department should receive due consideration; but there is no intention
of fettering the discretion of District Magistrates in their selection and the list is
circulated merely for information. The tests required for the new appointments
will be those prescribed for the post of Sub-Magistrate and Deputy Tahsildar.

FORT ST. GEORGE,
29th June 1892.

(Signed) C. A. GALTON,
Secretary to Government.

To the Commissioners of Land Revenue.
„ all Collectors and District Magistrates.

List showing the names of Sub-Registrars, &c., recommended for Sub-Magistrate's appointment.

No.	Name of officer.	District in which employed.	Educational attainments.	Total service.	Present pay exclusive of Rs. 50 a month drawn as commission.	Special tests passed.	Remarks.
1	P. Perumal Pillai ..	Trichinopoly ..	F.A.	YEARS. 19	RS. 75	Translation Lower (Tamil and Telugu), Revenue, Criminal, Précis and Account Test, Higher.	
2	S. G. Ranga Chari ..	Madura ..	B.A.	17	75	Criminal and Revenue Higher Grades.	
3	S. Viswanatha Aiyar ..	Tinnevelly ..	B.A.	15	60	Criminal and Revenue Higher, except Account Test.	
4	A. Siva Rao ..	Tanjore ..	B.A.	15	50	Criminal and Revenue Higher Grades.	
5	C. Sarvothama Rao ..	Inspector-General's Office Assistant Accountant.	B.A.	14	65	Criminal, Revenue and Account Test, Higher, and First-grade Pleaders' Test.	
6	R. Chakrapani Rao ..	Tanjore ..	B.A.	14	50	Criminal and Revenue Higher and Translation Lower (Tamil).	
7	T. Krishna Rao ..	Tanjore ..	B.A.	14	50	Criminal and Revenue Higher with Account Test and Public Works Test for Accountant, fourth grade.	
8	Y. Narasinga Rao ..	Godavari ..	F.A.	14	50	Revenue and Précis Higher and Criminal and Translation Lower.	
9	A. Venkatakanayya ..	North Arcot ..	F.A.	14	50	Criminal, Revenue and Précis Higher and Translation Lower (Tamil).	
10	A. Ramachandra Rao ..	Godavari ..	F.A. and First Branch B.A. Examination.	14	50	Criminal, Revenue and Précis Higher and Translation Lower (Telugu).	
11	R. Raghunatha Aiyangar ..	Tinnevelly ..	B.A.	13	50	Criminal Higher and Revenue Lower.	
12	V. Bhashyam Aiyangar ..	North Arcot ..	F.A.	13	50	Criminal, Revenue and Précis Higher and Translation Lower (Tamil).	
13	K. M. Sudarasana Chari ..	North Arcot ..	B.A.	13	50	Criminal and Revenue Higher and Translation Lower (Tamil).	
14	N. Srinivasa Aiyar ..	Tinnevelly ..	B.A.	13	50	Criminal and Revenue Higher.	
15	Jesudasan Ganapathi ..	Madura ..	B.A.	13	50	Criminal and Revenue Higher and Account Test.	

16	S. Ekambara Aiyar ..	Tinnevelly ..	B.A.	13	50	Criminal and Revenue Higher and Account Test.	
17	V. Suba Rao ..	Coimbatore ..	B.A.	13	50	Criminal and Revenue Higher with Account Test.	
18	J. Purnayya ..	Kistna ..	F.A.	13	45	Précis, Revenue and Criminal Higher and Translation Lower (Telugu).	
19	Muhammad Abdul Hie ..	Tanjore ..	Matriculation.	12	45	Précis, Revenue and Criminal Higher and Translation Lower (Tamil).	
20	G. Chanda Miyan Sahib ..	Tanjore ..	Matriculation.	12	45	Précis, Revenue and Criminal Higher and Translation Lower (Tamil) and Account Test.	
21	A. Sivakolunda Mudali ..	Tanjore ..	B.A.	11	45	Criminal Higher and Revenue and Translation Lower (Tamil).	
22	Muhammad Sibgathulla Chida.	Coimbatore ..	F.A.	11	45	Criminal, Revenue and Précis Higher and Translation Lower.	
23	G. Srinivasa Aiyar ..	Madura ..	B.A.	10	40	Translation, Criminal and Revenue Higher.	
24	A. S. Ramasawmi Pillai ..	Tinnevelly ..	B.A.	10	40	Criminal and Revenue Higher with Account Test.	
25	K. R. Narayana Aiyar ..	Malabar ..	B.A.	10	40	Do.	
26	R. Swaminatha Aiyar ..	Madura ..	B.A.	9	40	Second-grade Pleaders' Test and Revenue Higher without Account Test.	
27	P. Narayana Chari ..	South Arcot ..	M.A. & B.L.	9	40	Revenue Higher.	
28	B. P. Narasimha Aiyar ..	Bellary ..	B.A.	9	40	Criminal Lower and Translation Higher and Revenue Higher without Account Test.	
29	K. Nataraja Pillai ..	Tanjore ..	B.A.	8	40	Criminal and Revenue Higher Grades and Second-grade Pleaders' Test.	
30	G. Raghava Chari ..	Cuddapah ..	B.A.	8	35	Revenue and Criminal Higher Grades.	
31	R. Srinivasa Aiyar ..	Coimbatore ..	B.A.	7	35	Criminal and Revenue Higher with Account Test.	

original

When given for copying _____
When copied _____ } 189
When examined _____
When signed _____

READ AGAIN G.O., No.
189

DATED

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH DITTO

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

N.B.—

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only

THIS INDENTURE made the day of 1891
BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE
FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and
the GODAVARI COAL COMPANY LIMITED a Company registered under the
Indian Companies Act 1882 and having its registered Office in Madras (hereinafter
called the Lessee) of the other part WITNESSETH that in consideration of the
yearly rents and royalties hereinafter reserved and of the covenants by the Lessee
hereinafter contained He the Lessor doth hereby demise and grant unto the Lessee
and its assigns so much of ALL that tract of land situated in the Taluk of Badra-
chalum in the District of Godavari in the Presidency of Madras in the Empire of
India more particularly mentioned and described in the schedule hereunder written
and delineated in the map or plan thereof hereunto annexed as consists of unoc-
cupied Government land or proprietary land in which the right of Government to
minerals is reserved AND all and singular the mines beds and seams of coal lying
and being in and under the said tract of land or any part thereof whether consisting
of unoccupied Government land or otherwise TOGETHER with exclusive license
and liberty for the Lessee and its assigns to search for mine work get carry away
and dispose of all coal and seams of coal lying within the said tract of land hereby
demised. AND for the purposes aforesaid in and upon the surface of so much of
the said tract of land as consists of unoccupied Government land or proprietary land
in which the right of Government to minerals is reserved as aforesaid to sink erect
maintain and use any pits engine houses coke-ovens furnaces works brick kilns
roads railways reservoirs canals water courses basins wharves engines and machi-
nery and to deposit bank make into coke burn smelt convert and manufacture
all coal obtained from the said tract of land whether consisting of unoccupied
Government land or otherwise or any mine therein and to dig and get limestone
brick earth and sand and stone and to make and burn such brick earth and
sand into bricks and to use the same and any such stone in and about the said
mines and works or any of them but not elsewhere and to construct make main-
tain and do all other works and things which may be necessary or convenient
AND below the surface of the said tract of land whether consisting of unoccupied
Government land or otherwise to make maintain and use any necessary or con-
venient underground works whatsoever except and reserving nevertheless unto the
Lessor his successors and assigns as and for pillars and bulwarks all the coal at the
bottom of and within a radius of ten yards from the walls of any pit which may be
sunk which said coal is to be left unwrought (but with liberty to the Lessee and its
assigns to cut make and use two roadways or levels through the said excepted coal
so that such roadways or levels be fitted with proper dams and sluice gates for
damming up water which may break into any shaft and for preserving such water
from flowing into the workings of the mine) TO have and to hold the premises
hereinbefore expressed to be hereby demised and granted unto the Lessee and its
assigns for the term of 20 years from the day of
189 Yielding and paying therefor to the Lessor his successors and assigns by
two equal half yearly payments on the day of
and the day of in every year during the said
term except the first six months thereof the rent of one Rupee for every acre of the

said land by way of dead rent AND also yielding and paying to the Lessor his successors and assigns on the day of _____ and the day of _____ in every year during the said term for every ton of large coals gotten and raised from the said demised premises during the then preceding half year the rent or royalty of 4 annas and so in proportion for any less quantity than a ton and for every ton of small coal raised and gotten therefrom during the then preceding half year the rent or royalty of one anna and so in proportion for any less quantity than a ton And it is hereby declared that for the purposes of the aforesaid reservation all coal which will pass through a screen the bars of which shall not be more than a quarter of an inch apart in the clear shall be considered dust that all coal which will pass through a screen the bars of which shall not be more than one inch apart in the clear shall be considered small coal and that all coal which shall not pass through such last mentioned screen shall be considered large coal Provided always and it is hereby agreed and declared that all such dust as aforesaid which shall at any time during the continuance of these presents be made up into bricks or shapes on the said demised premises shall be treated as small coal and that the Lessee and its assigns shall during the said term pay to the Lessor his successors and assigns the said rent or royalty of one anna for every ton of dust raised and gotten and made up into bricks or shapes as if such dust had been small coal Provided always that the dead rent of one Rupee per acre hereinbefore reserved shall be considered as paid on account of (and not as additional to) the tonnage rents or royalties hereinbefore reserved so that if in any half year the tonnage rents or royalties payable under the aforesaid reservation shall not exceed the said dead rent the said dead rent only shall be payable for that half year and if in any half year the amount of the tonnage rents or royalties shall exceed the said dead rent the said dead rent and such a sum as with the said dead rent will make up the amount of the tonnage rents or royalties for that half year and no more shall be payable. Provided also that whatever may be the quantity of coal raised and gotten the said dead rent of one Rupee per acre at least shall be paid in every year of the said term but that no rent or royalty shall be payable by the Lessee or its assigns in respect of any coal which shall be used in or about any of the said works Provided also and it is hereby agreed and declared that if and whenever any part of the rent or royalties hereby reserved shall be in arrear for 23 days whether the same shall have been legally demanded or not the Lessor his successors or assigns may enter and sell and dispose of the coal engines machinery railways plant cattle implements utensils gear and chattels or any part thereof respectively belonging to the Lessee or its assigns within or upon any part of the said premises or any mine or mines for the time being worked in connection therewith lying within the said tract of land or under any adjoining or neighbouring lands and out of the moneys arising from the sale of any such coal engines machinery railways plant cattle implements utensils gear and chattels may satisfy and pay or retain all such arrears then due together with the expenses of or incident to any such entry or sale rendering the overplus (if any) to the Lessee or its assigns And the Lessee doth hereby for itself and its assigns covenant with the Lessor his successors and assigns That the Lessee or its assigns will during the said term pay into the Treasury at _____ for and on account of the Lessor his successors or assigns the rents and royalties hereinbefore reserved on the days and in the manner hereinbefore appointed for the payment thereof clear of all deductions And will at all times during the said term obey and carry out all the rules and

regulations which shall from time to time be made and passed by the Government of India or by the Government of Madras in respect to collieries and coal mining and will pay all existing and future taxes rates and outgoings of every description for the time being payable either by landlord or tenant in respect of or charged upon the premises or any land-erection or work entered upon erected or made under or by virtue of these presents And will before the day of _____ 189 _____ commence and thenceforward during the said term vigorously and without any voluntary intermission and fairly and in a regular workmanlike manner and according to the most approved principles work and mine the said tract of land and get and raise the coal expending in or about such works within 12 calendar months from the date hereof a sum of not less than Rs. 50,000 And will during the said term and at the expiration or sooner determination thereof leave unwrought as and for pillars and bulwarks all the coal at the bottom of and within a radius of ten yards from the walls of any pit which may be sunk under the powers of these presents except where roadways or levels shall have been made by the Lessee or its assigns under the aforesaid liberty in that behalf And will use only for colliery purposes or in building on the said tract of land whether consisting of unoccupied Government land or otherwise all the bricks and lime which the Lessee or its assigns shall make and all the stone which the Lessee or its assigns shall obtain under the liberties hereinbefore granted and will not sell or remove from the premises any limestone brick earth or stone dug or gotten from the said lands or any bricks or lime made therefrom And will at the expense of the Lessee or its assigns during the said term keep open and in safe condition and not obstruct all or any existing roads paths or bye ways of any kind whatsoever in through or upon the said tract of land hereby demised or any part thereof and effectually fence off such parts of the said lands whether unoccupied Government land or otherwise as shall contain any pits or shafts or open workings AND will during the said term at the like expense keep such fences in good repair and condition AND will not enter upon any of the said lands other than unoccupied Government lands for the purpose of exercising any of the rights and liberties hereby granted or in any way interfere with the owners tenants or occupiers thereof without previously making reasonable and fair compensation to the respective owners tenants or occupiers of any of the said lands other than unoccupied Government lands which may be so entered for all the damage or injury done to the lands of such respective owners tenants or occupiers or to crops or buildings thereon and for all the loss or damage they may respectively sustain in consequence of the exercise of any of the rights and liberties aforesaid. AND will indemnify the Lessor his successors and assigns against all actions suits claims demands and liability for any such injury loss or damage AND will during the said term at the like expense keep and uphold all buildings pits railways roads reservoirs canals water courses works fixed machinery and fixtures which shall during the said term be erected or placed on the said lands in good and substantial repair and working order And will on the day of _____ 189 _____ and afterwards on every subsequent half yearly rent day or within one month afterwards at the like expense make and deliver to the Government of Madras on behalf of the Lessor his successors or assigns or to any officer or agent of such Government authorized to receive the same a just and true account in writing signed by the Secretary for the time being of the Lessee or by the Manager for the time being of the said mines of the quantity in acres roods poles and yards and of

the thickness in feet and inches and of the cubical contents of all the coal gotten from the said mines in the preceding half year And also a true and full account of the weight of all the coal minerals and other substances which shall have been brought to surface by means of any pit on the said lands with all proper details showing when such coal minerals and substances respectively were brought to surface and also a correct plan and admeasurement drawn upon a scale of not less than one inch to 400 feet and similarly signed of the surface of the land under which any mines shall have been made or worked and the said accounts plans and admeasurements respectively so signed and delivered as aforesaid shall be binding and conclusive upon the Lessee and its assigns unless some manifest error shall appear therein and shall be notified by such Secretary or Manager as aforesaid to the Government of Madras within six calendar months after the delivery thereof and will permit the Lessor his successors and assigns and any officer or servant of the Government of Madras duly authorized in this behalf at all times during the said term to enter upon the said lands and into any buildings or works thereon and examine the state and condition thereof and descend and pass into and through and ascend from any mine by any of the pits ropes and engines tackle and apparatus belonging to the Lessee or its assigns and used in connection with the same mines respectively and to view the state and condition of the said mines respectively and the workings thereof respectively and make all such measurements and diallings as the Lessor his successors or assigns or the Government of Madras or any such officer or servant as aforesaid shall desire or think proper and to take any colliers and workmen employed in or about the working of the said mine so to be viewed for the purpose of showing the said mine and the extent and state of the working thereof and assisting in the making of such admeasurements and diallings and at all reasonable times during the said term to inspect and take extracts from and copies of all such plans books accounts vouchers papers and writings as the Lessee or its assigns shall make obtain or possess concerning the said colliery and premises hereinbefore expressed to be hereby demised and granted AND will at the expiration or sooner determination of the said term deliver up to the Lessor his successors or assigns the said tract of land hereby demised and all buildings pits railways roads reservoirs canals works fixed machinery and fixtures (except such as shall be removed by the Lessee or its assigns under the provisions hereinafter contained) in such good and substantial repair and working order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained AND it is hereby agreed and declared that it shall not be lawful for the Lessee or its assigns during the said term or at or after the expiration or sooner determination thereof without the previous license in writing of the Government of Madras acting for and on behalf of the Lessor or of his assigns to take down or remove all or any or any part of any buildings fixtures engines machinery rails sleepers ropes plant or materials which may be erected or set up or be on the said lands (except so far as such taking down or removal may from time to time be necessary for the reparation or renewal of any such buildings fixtures engines machinery rails sleepers ropes plant and materials or for the erection fixing or using of the same respectively for the purposes of these presents in some other part or parts of the said demised premises and in such case except where such taking down or removal shall be for the purposes of re-erection re-fixing or using elsewhere as aforesaid and so often as the same shall happen shall replace the buildings taken down or articles removed by others

of the same description and of at least equal value) without first giving the Lessor his successors or assigns the option of purchasing all or any part of such buildings fixtures engines machinery rails sleepers ropes plant and materials at such price as the same or such part thereof as the Lessor his successors or assigns shall desire to buy would fairly be worth at the time of giving such option for the purpose of removal if the Lessee or its assigns had then to remove or sell the same such price if the parties differ to be settled by arbitration under the provision hereinafter contained And it shall not be lawful for the Lessee or its assigns to remove or sell to any other person any of the said buildings fixtures engines machinery rails sleepers ropes plant and materials which the Lessor his successors or assigns shall desire to buy at such price as aforesaid unless he or they shall fail to complete such purchase for two calendar months after the price shall have been ascertained and in case the Lessor his successors or assigns shall exercise such option of purchase it shall be lawful for him or them to set off the purchase money wholly or pro tanto as the case may admit against any moneys costs damages or expenses which may then be due or owing or recoverable from or payable by the Lessee or its assigns under any of the reservations or covenants herein contained And it is hereby agreed and declared that if before the expiration by effluxion of time of the said term of twenty years all the coal shall have been gotten from the said demised premises or all the mines therein shall have become unworkable from causes beyond the control of the Lessee or its assigns then when and so soon as all the said coal shall have been gotten or all the said mines shall have become unworkable as aforesaid as the case may be the said term shall at the option of the Lessee or its assigns to be exercised by the Lessee or its assigns giving notice thereof in writing to the Secretary for the time being to the Government of Madras in the Revenue Department cease and determine but these presents shall remain in full force for the purpose of recovering any rents or royalties in arrears or damages or compensation for every breach of covenant and act neglect or default which shall previously have been or shall afterwards be committed done omitted or suffered contrary to the provisions of these presents and for the purpose of enforcing the performance and observance of such of the said covenants and provisions as ought to be performed and observed at or after the expiration or determination of the said term PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the rents or royalties hereinbefore reserved shall be in arrear for six calendar months or if and whenever there shall be a breach of any of the covenants or agreements by the Lessee herein contained or if and whenever the Lessee or its assigns shall commit or suffer any voluntary waste in or upon the said premises or any part thereof otherwise than in pursuance of the liberties hereinbefore expressed to be hereby granted or shall enter into make or execute any composition with or assignment for the benefit of the creditors of the Lessee or its assigns or shall in any manner become bankrupt or insolvent or commence to be wound up under any Act or Acts for winding up joint stock or other companies the Lessor his successors or assigns may re-enter upon any part of the said premises hereinbefore expressed to be hereby demised in the name of the whole and thereupon the said term of 20 years shall absolutely determine without prejudice nevertheless to the recovery of any rent royalty or other money then due or owing or to any right of seizure or sale or action that may have arisen under these presents prior to such re-entry 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 unless and until the Lessor his successors or assigns shall have given to the Lessee or its assigns a notice calling upon the Lessee or its assigns to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed by the Chief Revenue Officer of the district of Godavari or by any other person empowered in that behalf by or on behalf of the Lessor his successors or assigns and shall be served on the Lessee or its assigns or on the agent or agents of the Lessee or its assigns or fixed on any conspicuous part of the said tract of land hereby demised and default shall have been made in giving such reasonable explanation or in rectifying the matter or matters complained of for one calendar month 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 and its assigns that the Lessee and its assigns paying the rents and royalties hereby reserved at the times and in the manner hereinbefore appointed for payment thereof respectively and performing and observing all the covenants and agreements by the Lessee herein contained may peaceably and quietly hold use occupy and enjoy the premises hereinbefore expressed to be hereby demised and granted during the said term of 20 years without any interruption or disturbance by the Lessor his successors or assigns or any person lawfully claiming any estate in the same premises or any part thereof through or under him or them PROVIDED ALWAYS and it is hereby agreed and declared that if any dispute question difference or controversy shall arise between the parties to these presents or their respective assigns or any person or persons or company claiming under them respectively touching the price of any building fixtures engines machinery rails sleepers ropes plant or materials the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Code of Civil Procedure Act 14 of 1882 or any then subsisting statutory modification thereof And that if the Lessee or its assigns shall be desirous of taking a renewed lease of the said premises for the further term of 20 years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the Government of Madras for and on behalf of the Lessor his successors and assigns six calendar months' previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee or its assigns to be observed and performed up to the expiration of the said term hereby granted he the Lessor his successors or assigns will upon the request and at the expense of the Lessee or its assigns and upon the Lessee or its assigns executing and delivering to the Lessor his successors or assigns a counterpart thereof forthwith execute and deliver to the Lessee or its assigns a renewed Lease of the said premises for the further term of 20 years at the same yearly dead rent in respect of the said tract of land hereby demised and under and subject to the same covenants provisos and agreements as are herein contained other than this present covenant Provided always that by such renewed Lease shall be reserved such tonnage rents or royalties in respect of the coal to be gotten thereunder as the Lessor his successors or assigns shall determine. IN WITNESS whereof Charles Arthur Galton, Esq., Secretary to the Government of Madras in the Revenue Department by Order of the Governor in Council of Fort St. George acting for and on behalf of the

Lessor has hereunto and to a duplicate hereof set his hand and seal and the common seal of the Lessee has been hereunto and to the same duplicate affixed in the presence of the Managing Agents of the Lessee who have hereunto signed their names in token of their presence at the affixing of the said seal the day and year first above written.

The Schedule above referred to.

ALL that tract of land near the village of Totapilly in the Badrachalum Taluk in the district of Godavari bounded on the North by on the South by the River Godavari on the East by and on the West in part by the River Godavari and in other part by the boundary of the British Territory there and containing in the whole by admeasurement ten and a half square miles or thereabouts.

Signed sealed and delivered by the above }
named Charles Arthur Galton in the }
presence of }

THE common seal of the Godavari Coal }
Company Limited was hereunto affixed }
in the presence of }

the Managing Agents of the said Com- }
pany who have hereunto put their sig- }
nature in token of their presence at the }
affixing of the said seal in the presence }
of }

Managing Agents.

and also under the River Godavari so far as situated within the boundary of British territory in those places where the river forms a boundary to the said tract of land

THIS INDENTURE made the _____ day of _____ 1891
BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE
FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and
the GODAVARI COAL COMPANY LIMITED a Company registered under the
Indian Companies Act 1882 and having its registered Office in Madras (hereinafter
called the Lessee) of the other part WITNESSETH that in consideration of the
yearly rents and royalties hereinafter reserved and of the covenants by the Lessee
hereinafter contained He the Lessor doth hereby demise and grant unto the Lessee
and its assigns so much of ALL that tract of land situated in the Taluk of Badra-
chalum in the District of Godavari in the Presidency of Madras in the Empire of
India more particularly mentioned and described in the schedule hereunder written
and delineated in the map or plan thereof hereunto annexed as consists of unoc-
cupied Government land or proprietary land in which the right of Government to
minerals is reserved AND all and singular the mines beds and seams of coal lying
and being in and under the said tract of land or any part thereof whether consisting
of unoccupied Government land or otherwise ^{TOGETHER} with exclusive license
and liberty for the Lessee and its assigns to search for mine work get carry away
and dispose of all coal and seams of coal lying within the said tract of land hereby
demised. AND for the purposes aforesaid in and upon the surface of so much of
the said tract of land as consists of unoccupied Government land or proprietary land
in which the right of Government to minerals is reserved as aforesaid to sink erect
maintain and use any pits engine houses coke-ovens furnaces works brick kilns
roads railways reservoirs canals water courses basins wharves engines and machi-
nery and to deposit bank make into coke burn smelt convert and manufacture
all coal obtained from the said tract of land whether consisting of unoccupied
Government land or otherwise or any mine therein and to dig and get limestone
brick earth and sand and stone and to make and burn such brick earth and
~~sand into bricks~~ and to use the same and any such stone in and about the said
mines and works or any of them but not elsewhere and to construct make main-
tain and do all other works and things which may be necessary or convenient
AND below the surface of the said tract of land whether consisting of unoccupied
Government land or otherwise to make maintain and use any necessary or con-
venient underground works whatsoever except and reserving nevertheless unto the
Lessor his successors and assigns as and for pillars and bulwarks all the coal at the
bottom of and within a radius of ten yards from the walls of any pit which may be
sunk which said coal is to be left unwrought (but with liberty to the Lessee and its
assigns to cut make and use two roadways or levels through the said excepted coal
so that such roadways or levels be fitted with proper dams and sluice gates for
damming up water which may break into any shaft and for preserving such water
from flowing into the workings of the mine) TO have and to hold the premises
hereinbefore expressed to be hereby demised and granted unto the Lessee and its
assigns for the term of 20 years from the _____ day of
189 _____ Yielding and paying therefor to the Lessor his successors and assigns by
two equal half yearly payments on the _____ day of _____
and the _____ day of _____ in every year during the said
term except the first six months thereof the rent of one Rupee for every acre of the

Smelting works
houses, telegraph
lines ✓

Band and limestone
into bricks and
lime respectively ✓

and below the
River Godavari
so far as situated
within the
boundary of
British territory
in places where
the said river
forms a boundary
to the said tract
of land ✓

(a) And use such roadways or levels through the said excepted coal as may be required
for the proper ventilation and working of the mine but without reducing the
strength of the pillars to such an extent as in the judgment of the Lessor may endanger
the security of the pit and as may be required for being fitted with proper
dams and sluice gates for damming up water which may break into any
shaft and for preserving such water from flowing into the workings of the mine

DATED

189

THE RIGHT HONORABLE THE
SECRETARY OF STATE FOR INDIA
IN COUNCIL

TO

THE GODAVARI COAL COMPANY LTD.

LEASE of Coal Fields in the Godavari
District.

BARCLAY,
Govt. Solicitor, Madras.

Rev. 5409/90

said land by way of dead rent AND also yielding and paying to the Lessor his successors and assigns on the day of and the day of in every year during the said term

(a) for every ton of large coals gotten and raised from the said demised premises during the then preceding half year the rent or royalty of 4 annas and so in proportion for any less quantity than a ton and for every ton of small coal raised and gotten therefrom during the then preceding half year the rent or royalty of one anna and so in proportion for any less quantity than a ton. And it is hereby declared that for the purposes of the aforesaid reservation all coal which will pass through a screen the bars of which shall not be more than a quarter of an inch apart in the clear shall be considered dust that all coal which will pass through a screen the bars of which shall not be more than one inch apart in the clear shall be considered small coal and that all coal which shall not pass through such last mentioned screen shall be considered large coal. Provided always and it is hereby agreed and declared that all such dust as aforesaid which shall at any time during the continuance of these presents be made up into bricks or shapes on the said demised premises shall be treated as small coal and that the Lessee and its assigns shall during the said term pay to the Lessor his successors and assigns the said rent or royalty of one anna for every ton of dust raised and gotten and made up into bricks or shapes as if such dust had been small coal. Provided always that the dead rent of one Rupee per acre hereinbefore reserved shall be considered as paid on account of (and not as additional to) the tonnage rents or royalties hereinbefore reserved so that if in any half year the tonnage rents or royalties payable under the aforesaid reservation shall not exceed the said dead rent the said dead rent only shall be payable for that half year and if in any half year the amount of the tonnage rents or royalties shall exceed the said dead rent the said dead rent and such a sum as with the said dead rent will make up the amount of the tonnage rents or royalties for that half year and no more shall be payable. Provided also that whatever may be the quantity of coal raised and gotten the said dead rent of one Rupee per acre at least shall be paid in every year of the said term but that no rent or royalty shall be payable by the Lessee or its assigns in respect of any coal which shall be used in or about any of the said works. Provided also and it is hereby agreed and declared that if and whenever any part of the rent or royalties hereby reserved shall be in arrear for 30 days whether the same shall have been legally demanded or not the Lessor his successors or assigns may enter and sell and dispose of the coal engines machinery railways plant cattle implements utensils gear and chattels or any part thereof respectively belonging to the Lessee or its assigns within or upon any part of the said premises or any mine or mines for the time being worked in connection therewith lying within the said tract of land or under any adjoining or neighbouring lands and out of the moneys arising from the sale of any such coal engines machinery railways plant cattle implements utensils gear and chattels may satisfy and pay or retain all such arrears then due together with the expenses of or incident to any such entry or sale rendering the overplus (if any) to the Lessee or its assigns. And the Lessee doth hereby for itself and its assigns covenant with the Lessor his successors and assigns That the Lessee or its assigns will during the said term pay for and on account of the Lessor his successors or assigns the rents and royalties hereinbefore reserved on the days and in the manner hereinbefore appointed for the payment thereof clear of all deductions. And will at all times during the said term obey and carry out all the rules and

regulations which shall from time to time be made and passed by the Government of India or by the Government of Madras in respect to collieries and coal mining and will pay all existing and future taxes rates and outgoings of every description for the time being payable either by landlord or tenant in respect of or charged upon the premises or any land-erection or work entered upon erected or made under or by virtue of these presents And will before the day of 189 commence and thenceforward during

the said term vigorously and without any voluntary intermission and fairly and in a regular workmanlike manner and according to the most approved principles work and mine the said tract of land and get and raise the coal ^(a)expending in or about such works within 12 calendar months from the date hereof a sum of not less than Rs. 50,000. And will during the said term and at the expiration or sooner determination thereof leave unwrought as and for pillars and bulwarks all the coal at the bottom of and within a radius of ten yards from the walls of any pit which may be sunk under the powers of these presents except where roadways or levels shall have been made by the Lessee or its assigns under the aforesaid liberty in that behalf And will use only for colliery purposes or in building on the said tract of land whether consisting of unoccupied Government land or otherwise all the bricks and lime which the Lessee or its assigns shall make and all the stone which the Lessee or its assigns shall obtain under the liberties hereinbefore granted and will not sell or remove from the premises any limestone brick earth or stone dug or gotten from the said lands or any bricks or lime made therefrom And will at the expense of the Lessee or its assigns during the said term keep open and in safe condition and not obstruct all or any existing roads paths or bye ways of any kind whatsoever in through or upon the said tract of land hereby demised or any part thereof and effectually fence off such parts of the said lands whether unoccupied Government land or otherwise as shall contain any pits or shafts or open workings AND will during the said term at the like expense keep such fences in good repair and condition AND will not enter upon any of the said lands other than unoccupied Government lands for the purpose of exercising any of the rights and liberties hereby granted or in any way interfere with the owners tenants or occupiers thereof without previously making reasonable and fair compensation to the respective owners tenants or occupiers of any of the said lands other than unoccupied Government lands which may be so entered for all the damage or injury done to the lands of such respective owners tenants or occupiers or to crops or buildings thereon and for all the loss or damage they may respectively sustain in consequence of the exercise of any of the rights and liberties aforesaid. AND will indemnify the Lessor his successors and assigns against all actions suits claims demands and liability for any such injury loss or damage AND will during the said term at the like expense keep and uphold all buildings pits railways roads reservoirs canals water courses works fixed machinery and fixtures which shall during the said term be erected or placed on the said lands in good and substantial repair and working order And will on the day of 189 and afterwards on every subsequent half yearly rent day or within one month afterwards at the like expense make and deliver to the Government of Madras on behalf of the Lessor his successors or assigns or to any officer or agent of such Government authorized to receive the same a just and true account in writing signed by the Secretary for the time being of the Lessee or by the Manager for the time being of the said mines of the quantity in acres rods poles and yards and of

and also for or in respect of any coal gotten sand lime or which may not be the property of the Lessor and which may have been worked by the Lessee or its assigns. and shall provide and at all times keep at or near pit head in and and the said rent & royalty shall be paid and accounted for accordingly and the Lessor

(b) as aforesaid and will at all times conform to and observe all orders and regulations which the Lessor may see fit to impose from time to time in the interests of public health and safety

the thickness in feet and inches and of the cubical contents of all the coal gotten from the said mines in the preceding half year And also a true and full account of the weight of all the coal minerals and other substances which shall have been brought to surface by means of any pit on the said lands with all proper details showing when such coal minerals and substances respectively were brought to surface and also a correct plan and admeasurement drawn upon a scale of not less than one inch to 400 feet and similarly signed of the surface of the land under which any mines shall have been made or worked and the said accounts plans and admeasurements respectively so signed and delivered as aforesaid shall be binding and conclusive upon the Lessee and its assigns unless some manifest error shall appear therein and shall be notified by such Secretary or Manager as aforesaid to the Government of Madras within six calendar months after the delivery thereof and will permit the Lessor his successors and assigns and any officer or servant of the Government of Madras duly authorized in this behalf at all times during the said term to enter upon the said lands and into any buildings or works thereon and examine the state and condition thereof and descend and pass into and through and ascend from any mine by any of the pits ropes and engines tackle and apparatus belonging to the Lessee or its assigns and used in connection with the same mines respectively and to view the state and condition of the said mines respectively and the workings thereof respectively and make all such measurements and diallings as the Lessor his successors or assigns or the Government of Madras or any such officer or servant as aforesaid shall desire or think proper and to take any colliers and workmen employed in or about the working of the said mine so to be viewed for the purpose of showing the said mine and the extent and state of the working thereof and assisting in the making of such admeasurements and diallings and at all reasonable times during the said term to inspect and take extracts from and copies of all such plans books accounts vouchers papers and writings as the Lessee or its assigns shall make obtain or possess concerning the said colliery and premises hereinbefore expressed to be hereby demised and granted AND will at the expiration or sooner determination of the said term deliver up to the Lessor his successors or assigns the said tract of land hereby demised and all buildings pits railways roads reservoirs canals works fixed machinery and fixtures (except such as shall be removed by the Lessee or its assigns under the provisions hereinafter contained) in such good and substantial repair and working order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained AND it is hereby agreed and declared that it shall not be lawful for the Lessee or its assigns during the said term or at or after the expiration or sooner determination thereof without the previous license in writing of the Government of Madras acting for and on behalf of the Lessor or of his assigns to take down or remove all or any or any part of any buildings fixtures engines machinery rails sleepers ropes plant or materials which may be erected or set up or be on the said lands (except so far as such taking down or removal may from time to time be necessary for the reparation or renewal of any such buildings fixtures engines machinery rails sleepers ropes plant and materials or for the erection fixing or using of the same respectively for the purposes of these presents in some other part or parts of the said demised premises and in such case except where such taking down or removal shall be for the purposes of re-erection re-fixing or using elsewhere as aforesaid and so often as the same shall happen shall replace the buildings taken down or articles removed by others

of the same description and of at least equal value) without first giving the Lessor his successors or assigns the option of purchasing all or any part of such buildings fixtures engines machinery rails sleepers ropes plant and materials at such price as the same or such part thereof as the Lessor his successors or assigns shall desire to buy would fairly be worth at the time of giving such option for the purpose of removal if the Lessee or its assigns had then to remove or sell the same such price if the parties differ to be settled by arbitration under the provision hereinafter contained And it shall not be lawful for the Lessee or its assigns to remove or sell to any other person any of the said buildings fixtures engines machinery rails sleepers ropes plant and materials which the Lessor his successors or assigns shall desire to buy at such price as aforesaid unless he or they shall fail to complete such purchase for two calendar months after the price shall have been ascertained and in case the Lessor his successors or assigns shall exercise such option of purchase it shall be lawful for him or them to set off the purchase money wholly or pro tanto as the case may admit against any moneys costs damages or expenses which may then be due or owing or recoverable from or payable by the Lessee or its assigns under any of the reservations or covenants herein contained And it is hereby agreed and declared that if before the expiration by effluxion of time of the said term of twenty years all the coal shall have been gotten from the said demised premises or all the mines therein shall have become unworkable from causes beyond the control of the Lessee or its assigns then when and so soon as all the said coal shall have been gotten or all the said mines shall have become unworkable as aforesaid as the case may be the said term shall at the option of the Lessee or its assigns to be exercised by the Lessee or its assigns giving notice thereof in writing to the Secretary for the time being to the Government of Madras in the Revenue Department cease and determine but these presents shall remain in full force for the purpose of recovering any rents or royalties in arrears or damages or compensation for every breach of covenant and act neglect or default which shall previously have been or shall afterwards be committed done omitted or suffered contrary to the provisions of these presents and for the purpose of enforcing the performance and observance of such of the said covenants and provisions as ought to be performed and observed at or after the expiration or determination of the said term PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the rents or royalties hereinbefore reserved shall be in arrear for six calendar months or if and whenever there shall be a breach of any of the covenants or agreements by the Lessee herein contained or if and whenever the Lessee or its assigns shall commit or suffer any voluntary waste in or upon the said premises or any part thereof otherwise than in pursuance of the liberties hereinbefore expressed to be hereby granted or shall enter into make or execute any composition with or assignment for the benefit of the creditors of the Lessee or its assigns or shall in any manner become bankrupt or insolvent or commence to be wound up under any Act or Acts for winding up joint stock or other companies the Lessor his successors or assigns may re-enter upon any part of the said premises hereinbefore expressed to be hereby demised in the name of the whole and thereupon the said term of 20 years shall absolutely determine without prejudice nevertheless to the recovery of any rent royalty or other money then due or owing or to any right of seizure or sale or action that may have arisen under these presents prior to such re-entry PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said

permanent

as aforesaid

To intend provision for 6 months notice

and such general or other taxes

taxes or other money made payable hereby

term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessor his successors or assigns shall have given to the Lessee or its assigns a notice calling upon the Lessee or its assigns to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed by the Chief Revenue Officer of the district of Godavari or by any other person empowered in that behalf by or on behalf of the Lessor his successors or assigns and shall be served on the Lessee or its assigns or on the agent or agents of the Lessee or its assigns or fixed on any conspicuous part of the said tract of land hereby demised and default shall have been made in giving such reasonable explanation or in rectifying the matter or matters complained of for ~~one~~ ^{six} calendar month 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 and its assigns that the Lessee and its assigns paying the rents and royalties hereby reserved at the times and in the manner hereinbefore appointed for payment thereof respectively and performing and observing all the covenants and agreements by the Lessee herein contained may peaceably and quietly hold use occupy and enjoy the premises hereinbefore expressed to be hereby demised and granted during the said term of 20 years without any interruption or disturbance by the Lessor his successors or assigns or any person lawfully claiming any estate in the same premises or any part thereof through or under him or them PROVIDED ALWAYS and it is hereby agreed and declared that if any dispute question difference or controversy shall arise between the parties to these presents or their respective assigns or any person or persons or company claiming under them respectively touching the price of any building fixtures engines machinery rails sleepers ropes plant or materials the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Code of Civil Procedure Act 14 of 1882 or any then subsisting statutory modification thereof And that if the Lessee or its assigns shall be desirous of taking a renewed lease of the said premises for the further term of 20 years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the Government of Madras for and on behalf of the Lessor his successors and assigns six calendar months' previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee or its assigns to be observed and performed up to the expiration of the said term hereby granted he the Lessor his successors or assigns will upon the request and at the expense of the Lessee or its assigns and upon the Lessee or its assigns executing and delivering to the Lessor his successors or assigns a counterpart thereof forthwith execute and deliver to the Lessee or its assigns a renewed Lease of the said premises for the further term of 20 years at the same yearly dead rent in respect of the said tract of land hereby demised and under and subject to the same covenants provisos and agreements as are herein contained other than this present covenant Provided always that by such renewed Lease shall be reserved such tonnage rents or royalties in respect of the coal to be gotten thereunder as the Lessor his successors or assigns shall determine. IN WITNESS whereof Charles Arthur Galton, Esq., Secretary to the Government of Madras in the Revenue Department by Order of the Governor in Council of Fort St. George acting for and on behalf of the

* Provided always that the Lessee or its assigns shall not enter upon the land without the previous consent in writing of the owner or occupier of the same.

If approved as aforesaid by the Govt. of Fort St. George and

Lessor has hereunto and to a duplicate hereof set his hand and seal and the common seal of the Lessee has been hereunto and to the same duplicate affixed in the presence of the Managing Agents of the Lessee who have hereunto signed their names in token of their presence at the affixing of the said seal the day and year first above written.

The Schedule above referred to.

ALL that tract of land near the village of Totapilly in the Badrachalum Taluk in the district of Godavari bounded on the North by on the South by the River Godavari on the East by and on the West in part by the River Godavari and in other part by the boundary of the British Territory there and containing in the whole by admeasurement ten and a half square miles or thereabouts.

Signed sealed and delivered by the above
named Charles Arthur Galton in the
presence of

THE common seal of the Godavari Coal
Company Limited was hereunto affixed
in the presence of

the Managing Agents of the said Com-
pany who have hereunto put their sig-
nature in token of their presence at the
affixing of the said seal in the presence
of

Managing Agents.

REVENUE DEPARTMENT.

1892.

Board of Revenue

(Land Revenue)

MADRAS.

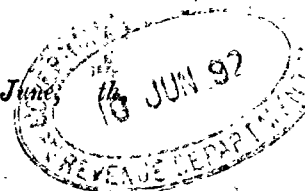
Current Number 5409

CONFIDENTIAL. ¹²61.

3033

29 June 1892

Printed June



Recd 16/6/92

Encl: 4.

Proceedings, 8th June 1892, No. 269.

Replying to G.O., dated 9th March 1892, No. 1324, regarding the points of difference between the Cherla Coal-mining Lease and the Godavari Draft Lease.

P.T.O.

G.O. No. 3033 of 29 June 1892

Reviewed pending report as to whether Messrs. Bowring & Co. accept the amendments proposed by the Co.

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To

The M. of Sec. (Land Rec. 29/6)

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Rev. 5409/92

DATED

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THE RIGHT HONORABLE THE
SECRETARY OF STATE FOR INDIA
IN COUNCIL

TO

THE GODAVARI COAL COMPANY LD.

LEASE of Coal Fields in the Godavari
District.

BARCLAY,
Govt. Solicitor, Madras.

14

THIS INDENTURE made the day of 1891
BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE
FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and
the GODAVARI COAL COMPANY LIMITED a Company registered under the
Indian Companies Act 1882 and having its registered Office in Madras (hereinafter
called the Lessee) of the other part WITNESSETH that in consideration of the
yearly rents and royalties hereinafter reserved and of the covenants by the Lessee
hereinafter contained He the Lessor doth hereby demise and grant unto the Lessee
and its assigns so much of ALL that tract of land situated in the Taluk of Badra-
chalum in the District of Godavari in the Presidency of Madras in the Empire of
India more particularly mentioned and described in the schedule hereunder written
and delineated in the map or plan thereof hereunto annexed as consists of unoc-
cupied Government land or proprietary land in which the right of Government to
minerals is reserved AND all and singular the mines beds and seams of coal lying
and being in and under the said tract of land or any part thereof whether consisting
of unoccupied Government land or otherwise TOGETHER with exclusive license
and liberty for the Lessee and its assigns to search for mine work get carry away
and dispose of all coal and seams of coal lying within the said tract of land hereby
demised. AND for the purposes aforesaid in and upon the surface of so much of
the said tract of land as consists of unoccupied Government land or proprietary land
in which the right of Government to minerals is reserved as aforesaid to sink erect
maintain and use any pits engine houses coke-ovens furnaces works brick kilns
roads railways reservoirs canals water courses basins wharves engines and machi-
nery and to deposit bank make into coke burn smelt convert and manufacture
all coal obtained from the said tract of land whether consisting of unoccupied
Government land or otherwise or any mine therein and to dig and get limestone
brick earth and sand and stone and to make and burn such brick earth and
sand into bricks and to use the same and any such stone in and about the said
mines and works or any of them but not elsewhere and to construct make main-
tain and do all other works and things which may be necessary or convenient
AND below the surface of the said tract of land whether consisting of unoccupied
Government land or otherwise to make maintain and use any necessary or con-
venient underground works whatsoever except and reserving nevertheless unto the
Lessor his successors and assigns as and for pillars and bulwarks all the coal at the
bottom of and within a radius of ten yards from the walls of any pit which may be
sunk which said coal is to be left unwrought (but with liberty to the Lessee and its
assigns to cut make and use two roadways or levels through the said excepted coal
so that such roadways or levels be fitted with proper dams and sluice gates for
damming up water which may break into any shaft and for preserving such water
from flowing into the workings of the mine) TO have and to hold the premises
hereinbefore expressed to be hereby demised and granted unto the Lessee and its
assigns for the term of 20 years from the day of
189 Yielding and paying therefor to the Lessor his successors and assigns by
two equal half yearly payments on the day of
and the day of in every year during the said
term except the first six months thereof the rent of one Rupee for every acre of the

said land by way of dead rent AND also yielding and paying to the Lessor his successors and assigns on the day of and the day of in every year during the said term for every ton of large coals gotten and raised from the said demised premises during the then preceding half year the rent or royalty of 4 annas and so in proportion for any less quantity than a ton and for every ton of small coal raised and gotten therefrom during the then preceding half year the rent or royalty of one anna and so in proportion for any less quantity than a ton And it is hereby declared that for the purposes of the aforesaid reservation all coal which will pass through a screen the bars of which shall not be more than a quarter of an inch apart in the clear shall be considered dust that all coal which will pass through a screen the bars of which shall not be more than one inch apart in the clear shall be considered small coal and that all coal which shall not pass through such last mentioned screen shall be considered large coal Provided always and it is hereby agreed and declared that all such dust as aforesaid which shall at any time during the continuance of these presents be made up into bricks or shapes on the said demised premises shall be treated as small coal and that the Lessee and its assigns shall during the said term pay to the Lessor his successors and assigns the said rent or royalty of one anna for every ton of dust raised and gotten and made up into bricks or shapes as if such dust had been small coal Provided always that the dead rent of one Rupee per acre hereinbefore reserved shall be considered as paid on account of (and not as additional to) the tonnage rents or royalties hereinbefore reserved so that if in any half year the tonnage rents or royalties payable under the aforesaid reservation shall not exceed the said dead rent the said dead rent only shall be payable for that half year and if in any half year the amount of the tonnage rents or royalties shall exceed the said dead rent the said dead rent and such a sum as with the said dead rent will make up the amount of the tonnage rents or royalties for that half year and no more shall be payable. Provided also that whatever may be the quantity of coal raised and gotten the said dead rent of one Rupee per acre at least shall be paid in every year of the said term but that no rent or royalty shall be payable by the Lessee or its assigns in respect of any coal which shall be used in or about any of the said works Provided also and it is hereby agreed and declared that if and whenever any part of the rent or royalties hereby reserved shall be in arrear for 28 days whether the same shall have been legally demanded or not the Lessor his successors or assigns may enter and sell and dispose of the coal engines machinery railways plant cattle implements utensils gear and chattels or any part thereof respectively belonging to the Lessee or its assigns within or upon any part of the said premises or any mine or mines for the time being worked in connection therewith lying within the said tract of land or under any adjoining or neighbouring lands and out of the moneys arising from the sale of any such coal engines machinery railways plant cattle implements utensils gear and chattels may satisfy and pay or retain all such arrears then due together with the expenses of or incident to any such entry or sale rendering the overplus (if any) to the Lessee or its assigns And the Lessee doth hereby for itself and its assigns covenant with the Lessor his successors and assigns That the Lessee or its assigns will during the said term pay into the Treasury at for and on account of the Lessor his successors or assigns the rents and royalties hereinbefore reserved on the days and in the manner hereinbefore appointed for the payment thereof clear of all deductions And will at all times during the said term obey and carry out all the rules and

regulations which shall from time to time be made and passed by the Government of India or by the Government of Madras in respect to collieries and coal mining and will pay all existing and future taxes rates and outgoings of every description for the time being payable either by landlord or tenant in respect of or charged upon the premises or any land-erection or work entered upon erected or made under or by virtue of these presents And will before the day of

189 commence and thenceforward during the said term vigorously and without any voluntary intermission and fairly and in a regular workmanlike manner and according to the most approved principles work and mine the said tract of land and get and raise the coal expending in or about such works within 12 calendar months from the date hereof a sum of not less than Rs. 50,000 And will during the said term and at the expiration or sooner determination thereof leave unwrought as and for pillars and bulwarks all the coal at the bottom of and within a radius of ten yards from the walls of any pit which may be sunk under the powers of these presents except where roadways or levels shall have been made by the Lessee or its assigns under the aforesaid liberty in that behalf And will use only for colliery purposes or in building on the said tract of land whether consisting of unoccupied Government land or otherwise all the bricks and lime which the Lessee or its assigns shall make and all the stone which the Lessee or its assigns shall obtain under the liberties hereinbefore granted and will not sell or remove from the premises any limestone brick earth or stone dug or gotten from the said lands or any bricks or lime made therefrom And will at the expense of the Lessee or its assigns during the said term keep open and in safe condition and not obstruct all or any existing roads paths or bye ways of any kind whatsoever in through or upon the said tract of land hereby demised or any part thereof and effectually fence off such parts of the said lands whether unoccupied Government land or otherwise as shall contain any pits or shafts or open workings AND will during the said term at the like expense keep such fences in good repair and condition AND will not enter upon any of the said lands other than unoccupied Government lands for the purpose of exercising any of the rights and liberties hereby granted or in any way interfere with the owners tenants or occupiers thereof without previously making reasonable and fair compensation to the respective owners tenants or occupiers of any of the said lands other than unoccupied Government lands which may be so entered for all the damage or injury done to the lands of such respective owners tenants or occupiers or to crops or buildings thereon and for all the loss or damage they may respectively sustain in consequence of the exercise of any of the rights and liberties aforesaid. AND will indemnify the Lessor his successors and assigns against all actions suits claims demands and liability for any such injury loss or damage AND will during the said term at the like expense keep and uphold all buildings pits railways roads reservoirs canals water courses works fixed machinery and fixtures which shall during the said term be erected or placed on the said lands in good and substantial repair and working order And will on the day of 189 and afterwards on every subsequent half yearly rent day or within one month afterwards at the like expense make and deliver to the Government of Madras on behalf of the Lessor his successors or assigns or to any officer or agent of such Government authorized to receive the same a just and true account in writing signed by the Secretary for the time being of the Lessee or by the Manager for the time being of the said mines of the quantity in acres roods poles and yards and of

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the thickness in feet and inches and of the cubical contents of all the coal gotten from the said mines in the preceding half year. And also a true and full account of the weight of all the coal minerals and other substances which shall have been brought to surface by means of any pit on the said lands with all proper details showing when such coal minerals and substances respectively were brought to surface and also a correct plan and admeasurement drawn upon a scale of not less than one inch to 400 feet and similarly signed of the surface of the land under which any mines shall have been made or worked and the said accounts plans and admeasurements respectively so signed and delivered as aforesaid shall be binding and conclusive upon the Lessee and its assigns unless some manifest error shall appear therein and shall be notified by such Secretary or Manager as aforesaid to the Government of Madras within six calendar months after the delivery thereof and will permit the Lessor his successors and assigns and any officer or servant of the Government of Madras duly authorized in this behalf at all times during the said term to enter upon the said lands and into any buildings or works thereon and examine the state and condition thereof and descend and pass into and through and ascend from any mine by any of the pits ropes and engines tackle and apparatus belonging to the Lessee or its assigns and used in connection with the same mines respectively and to view the state and condition of the said mines respectively and the workings thereof respectively and make all such measurements and diallings as the Lessor his successors or assigns or the Government of Madras or any such officer or servant as aforesaid shall desire or think proper and to take any colliers and workmen employed in or about the working of the said mine so to be viewed for the purpose of showing the said mine and the extent and state of the working thereof and assisting in the making of such admeasurements and diallings and at all reasonable times during the said term to inspect and take extracts from and copies of all such plans books accounts vouchers papers and writings as the Lessee or its assigns shall make obtain or possess concerning the said colliery and premises hereinbefore expressed to be hereby demised and granted AND will at the expiration or sooner determination of the said term deliver up to the Lessor his successors or assigns the said tract of land hereby demised and all buildings pits railways roads reservoirs canals works fixed machinery and fixtures (except such as shall be removed by the Lessee or its assigns under the provisions hereinafter contained) in such good and substantial repair and working order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained AND it is hereby agreed and declared that it shall not be lawful for the Lessee or its assigns during the said term or at or after the expiration or sooner determination thereof without the previous license in writing of the Government of Madras acting for and on behalf of the Lessor or of his assigns to take down or remove all or any or any part of any buildings fixtures engines machinery rails sleepers ropes plant or materials which may be erected or set up or be on the said lands (except so far as such taking down or removal may from time to time be necessary for the reparation or renewal of any such buildings fixtures engines machinery rails sleepers ropes plant and materials or for the erection fixing or using of the same respectively for the purposes of these presents in some other part or parts of the said demised premises and in such case except where such taking down or removal shall be for the purposes of re-erection re-fixing or using elsewhere as aforesaid and so often as the same shall happen shall replace the buildings taken down or articles removed by others

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of the same description and of at least equal value) without first giving the Lessor his successors or assigns the option of purchasing all or any part of such buildings fixtures engines machinery rails sleepers ropes plant and materials at such price as the same or such part thereof as the Lessor his successors or assigns shall desire to buy would fairly be worth at the time of giving such option for the purpose of removal if the Lessee or its assigns had then to remove or sell the same such price if the parties differ to be settled by arbitration under the provision hereinafter contained And it shall not be lawful for the Lessee or its assigns to remove or sell to any other person any of the said buildings fixtures engines machinery rails sleepers ropes plant and materials which the Lessor his successors or assigns shall desire to buy at such price as aforesaid unless he or they shall fail to complete such purchase for two calendar months after the price shall have been ascertained and in case the Lessor his successors or assigns shall exercise such option of purchase it shall be lawful for him or them to set off the purchase money wholly or pro tanto as the case may admit against any moneys costs damages or expenses which may then be due or owing or recoverable from or payable by the Lessee or its assigns under any of the reservations or covenants herein contained And it is hereby agreed and declared that if before the expiration by effluxion of time of the said term of twenty years all the coal shall have been gotten from the said demised premises or all the mines therein shall have become unworkable from causes beyond the control of the Lessee or its assigns then when and so soon as all the said coal shall have been gotten or all the said mines shall have become unworkable as aforesaid as the case may be the said term shall at the option of the Lessee or its assigns to be exercised by the Lessee or its assigns giving notice thereof in writing to the Secretary for the time being to the Government of Madras in the Revenue Department cease and determine but these presents shall remain in full force for the purpose of recovering any rents or royalties in arrears or damages or compensation for every breach of covenant and act neglect or default which shall previously have been or shall afterwards be committed done omitted or suffered contrary to the provisions of these presents and for the purpose of enforcing the performance and observance of such of the said covenants and provisions as ought to be performed and observed at or after the expiration or determination of the said term PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the rents or royalties hereinbefore reserved shall be in arrear for six calendar months or if and whenever there shall be a breach of any of the covenants or agreements by the Lessee herein contained or if and whenever the Lessee or its assigns shall commit or suffer any voluntary waste in or upon the said premises or any part thereof otherwise than in pursuance of the liberties hereinbefore expressed to be hereby granted or shall enter into make or execute any composition with or assignment for the benefit of the creditors of the Lessee or its assigns or shall in any manner become bankrupt or insolvent or commence to be wound up under any Act or Acts for winding up joint stock or other companies the Lessor his successors or assigns may re-enter upon any part of the said premises hereinbefore expressed to be hereby demised in the name of the whole and thereupon the said term of 20 years shall absolutely determine without prejudice nevertheless to the recovery of any rent royalty or other money then due or owing or to any right of seizure or sale or action that may have arisen under these presents prior to such re-entry 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 unless and until the Lessor his successors or assigns shall have given to the Lessee or its assigns a notice calling upon the Lessee or its assigns to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed by the Chief Revenue Officer of the district of Godavari or by any other person empowered in that behalf by or on behalf of the Lessor his successors or assigns and shall be served on the Lessee or its assigns or on the agent or agents of the Lessee or its assigns or fixed on any conspicuous part of the said tract of land hereby demised and default shall have been made in giving such reasonable explanation or in rectifying the matter or matters complained of for one calendar month 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 and its assigns that the Lessee and its assigns paying the rents and royalties hereby reserved at the times and in the manner hereinbefore appointed for payment thereof respectively and performing and observing all the covenants and agreements by the Lessee herein contained may peaceably and quietly hold use occupy and enjoy the premises hereinbefore expressed to be hereby demised and granted during the said term of 20 years without any interruption or disturbance by the Lessor his successors or assigns or any person lawfully claiming any estate in the same premises or any part thereof through or under him or them PROVIDED ALWAYS and it is hereby agreed and declared that if any dispute question difference or controversy shall arise between the parties to these presents or their respective assigns or any person or persons or company claiming under them respectively touching the price of any building fixtures engines machinery rails sleepers ropes plant or materials the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Code of Civil Procedure Act 14 of 1882 or any then subsisting statutory modification thereof And that if the Lessee or its assigns shall be desirous of taking a renewed lease of the said premises for the further term of 20 years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the Government of Madras for and on behalf of the Lessor his successors and assigns six calendar months' previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee or its assigns to be observed and performed up to the expiration of the said term hereby granted he the Lessor his successors or assigns will upon the request and at the expense of the Lessee or its assigns and upon the Lessee or its assigns executing and delivering to the Lessor his successors or assigns a counterpart thereof forthwith execute and deliver to the Lessee or its assigns a renewed Lease of the said premises for the further term of 20 years at the same yearly dead rent in respect of the said tract of land hereby demised and under and subject to the same covenants provisos and agreements as are herein contained other than this present covenant Provided always that by such renewed Lease shall be reserved such tonnage rents or royalties in respect of the coal to be gotten thereunder as the Lessor his successors or assigns shall determine. IN WITNESS whereof Charles Arthur Galton, Esq., Secretary to the Government of Madras in the Revenue Department by Order of the Governor in Council of Fort St. George acting for and on behalf of the

Lessor has hereunto and to a duplicate hereof set his hand and seal and the common seal of the Lessee has been hereunto and to the same duplicate affixed in the presence of the Managing Agents of the Lessee who have hereunto signed their names in token of their presence at the affixing of the said seal the day and year first above written.

The Schedule above referred to.

ALL that tract of land near the village of Totapilly in the Badrachalum Taluk in the district of Godavari bounded on the North by on the South by the River Godavari on the East by and on the West in part by the River Godavari and in other part by the boundary of the British Territory there and containing in the whole by admeasurement ten and a half square miles or thereabouts.

Signed sealed and delivered by the above
named Charles Arthur Galton in the
presence of

THE common seal of the Godavari Coal
Company Limited was hereunto affixed
in the presence of

the Managing Agents of the said Com-
pany who have hereunto put their sig-
nature in token of their presence at the
affixing of the said seal in the presence
of

Managing Agents.

THIS INDENTURE made the day of 1891
BETWEEN THE RIGHT HONORABLE THE SECRETARY OF STATE
FOR INDIA IN COUNCIL (hereinafter called the Lessor) of the one part and
the GODAVARI COAL COMPANY LIMITED a Company registered under the
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regulations which shall from time to time be made and passed by the Government of India or by the Government of Madras in respect to collieries and coal mining and will pay all existing and future taxes rates and outgoings of every description for the time being payable either by landlord or tenant in respect of or charged upon the premises or any land-erection or work entered upon erected or made under or by virtue of these presents And will before the day of

189 commence and thenceforward during the said term vigorously and without any voluntary intermission and fairly and in a regular workmanlike manner and according to the most approved principles work and mine the said tract of land and get and raise the coal expending in or about such works within 12 calendar months from the date hereof a sum of not less than Rs. 50,000 And will during the said term and at the expiration or sooner determination thereof leave unwrought as and for pillars and bulwarks all the coal at the bottom of and within a radius of ten yards from the walls of any pit which may be sunk under the powers of these presents except where roadways or levels shall have been made by the Lessee or its assigns under the aforesaid liberty in that behalf And will use only for colliery purposes or in building on the said tract of land whether consisting of unoccupied Government land or otherwise all the bricks and lime which the Lessee or its assigns shall make and all the stone which the Lessee or its assigns shall obtain under the liberties hereinbefore granted and will not sell or remove from the premises any limestone brick earth or stone dug or gotten from the said lands or any bricks or lime made therefrom And will at the expense of the Lessee or its assigns during the said term keep open and in safe condition and not obstruct all or any existing roads paths or bye ways of any kind whatsoever in through or upon the said tract of land hereby demised or any part thereof and effectually fence off such parts of the said lands whether unoccupied Government land or otherwise as shall contain any pits or shafts or open workings AND will during the said term at the like expense keep such fences in good repair and condition AND will not enter upon any of the said lands other than unoccupied Government lands for the purpose of exercising any of the rights and liberties hereby granted or in any way interfere with the owners tenants or occupiers thereof without previously making reasonable and fair compensation to the respective owners tenants or occupiers of any of the said lands other than unoccupied Government lands which may be so entered for all the damage or injury done to the lands of such respective owners tenants or occupiers or to crops or buildings thereon and for all the loss or damage they may respectively sustain in consequence of the exercise of any of the rights and liberties aforesaid. AND will indemnify the Lessor his successors and assigns against all actions suits claims demands and liability for any such injury loss or damage AND will during the said term at the like expense keep and uphold all buildings pits railways roads reservoirs canals water courses works fixed machinery and fixtures which shall during the said term be erected or placed on the said lands in good and substantial repair and working order And will on the day of 189 and afterwards on every subsequent half yearly rent day or within one month afterwards at the like expense make and deliver to the Government of Madras on behalf of the Lessor his successors or assigns or to any officer or agent of such Government authorized to receive the same a just and true account in writing signed by the Secretary for the time being of the Lessee or by the Manager for the time being of the said mines of the quantity in acres roods poles and yards and of

the thickness in feet and inches and of the cubical contents of all the coal gotten from the said mines in the preceding half year And also a true and full account of the weight of all the coal minerals and other substances which shall have been brought to surface by means of any pit on the said lands with all proper details showing when such coal minerals and substances respectively were brought to surface and also a correct plan and admeasurement drawn upon a scale of not less than one inch to 400 feet and similarly signed of the surface of the land under which any mines shall have been made or worked and the said accounts plans and admeasurements respectively so signed and delivered as aforesaid shall be binding and conclusive upon the Lessee and its assigns unless some manifest error shall appear therein and shall be notified by such Secretary or Manager as aforesaid to the Government of Madras within six calendar months after the delivery thereof and will permit the Lessor his successors and assigns and any officer or servant of the Government of Madras duly authorized in this behalf at all times during the said term to enter upon the said lands and into any buildings or works thereon and examine the state and condition thereof and descend and pass into and through and ascend from any mine by any of the pits ropes and engines tackle and apparatus belonging to the Lessee or its assigns and used in connection with the same mines respectively and to view the state and condition of the said mines respectively and the workings thereof respectively and make all such measurements and diallings as the Lessor his successors or assigns or the Government of Madras or any such officer or servant as aforesaid shall desire or think proper and to take any colliers and workmen employed in or about the working of the said mine so to be viewed for the purpose of showing the said mine and the extent and state of the working thereof and assisting in the making of such admeasurements and diallings and at all reasonable times during the said term to inspect and take extracts from and copies of all such plans books accounts vouchers papers and writings as the Lessee or its assigns shall make obtain or possess concerning the said colliery and premises hereinbefore expressed to be hereby demised and granted AND will at the expiration or sooner determination of the said term deliver up to the Lessor his successors or assigns the said tract of land hereby demised and all buildings pits railways roads reservoirs canals works fixed machinery and fixtures (except such as shall be removed by the Lessee or its assigns under the provisions hereinafter contained) in such good and substantial repair and working order as aforesaid and in all respects in such state and condition as shall be consistent with the due performance of the several covenants hereinbefore contained AND it is hereby agreed and declared that it shall not be lawful for the Lessee or its assigns during the said term or at or after the expiration or sooner determination thereof without the previous license in writing of the Government of Madras acting for and on behalf of the Lessor or of his assigns to take down or remove all or any or any part of any buildings fixtures engines machinery rails sleepers ropes plant or materials which may be erected or set up or be on the said lands (except so far as such taking down or removal may from time to time be necessary for the reparation or renewal of any such buildings fixtures engines machinery rails sleepers ropes plant and materials or for the erection fixing or using of the same respectively for the purposes of these presents in some other part or parts of the said demised premises and in such case except where such taking down or removal shall be for the purposes of re-erection re-fixing or using elsewhere as aforesaid and so often as the same shall happen shall replace the buildings taken down or articles removed by others

of the same description and of at least equal value) without first giving the Lessor his successors or assigns the option of purchasing all or any part of such buildings fixtures engines machinery rails sleepers ropes plant and materials at such price as the same or such part thereof as the Lessor his successors or assigns shall desire to buy would fairly be worth at the time of giving such option for the purpose of removal if the Lessee or its assigns had then to remove or sell the same such price if the parties differ to be settled by arbitration under the provision hereinafter contained And it shall not be lawful for the Lessee or its assigns to remove or sell to any other person any of the said buildings fixtures engines machinery rails sleepers ropes plant and materials which the Lessor his successors or assigns shall desire to buy at such price as aforesaid unless he or they shall fail to complete such purchase for two calendar months after the price shall have been ascertained and in case the Lessor his successors or assigns shall exercise such option of purchase it shall be lawful for him or them to set off the purchase money wholly or pro tanto as the case may admit against any moneys costs damages or expenses which may then be due or owing or recoverable from or payable by the Lessee or its assigns under any of the reservations or covenants herein contained And it is hereby agreed and declared that if before the expiration by effluxion of time of the said term of twenty years all the coal shall have been gotten from the said demised premises or all the mines therein shall have become unworkable from causes beyond the control of the Lessee or its assigns then when and so soon as all the said coal shall have been gotten or all the said mines shall have become unworkable as aforesaid as the case may be the said term shall at the option of the Lessee or its assigns to be exercised by the Lessee or its assigns giving notice thereof in writing to the Secretary for the time being to the Government of Madras in the Revenue Department cease and determine but these presents shall remain in full force for the purpose of recovering any rents or royalties in arrears or damages or compensation for every breach of covenant and act neglect or default which shall previously have been or shall afterwards be committed done omitted or suffered contrary to the provisions of these presents and for the purpose of enforcing the performance and observance of such of the said covenants and provisions as ought to be performed and observed at or after the expiration or determination of the said term PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the rents or royalties hereinbefore reserved shall be in arrear for six calendar months or if and whenever there shall be a breach of any of the covenants or agreements by the Lessee herein contained or if and whenever the Lessee or its assigns shall commit or suffer any voluntary waste in or upon the said premises or any part thereof otherwise than in pursuance of the liberties hereinbefore expressed to be hereby granted or shall enter into make or execute any composition with or assignment for the benefit of the creditors of the Lessee or its assigns or shall in any manner become bankrupt or insolvent or commence to be wound up under any Act or Acts for winding up joint stock or other companies the Lessor his successors or assigns may re-enter upon any part of the said premises hereinbefore expressed to be hereby demised in the name of the whole and thereupon the said term of 20 years shall absolutely determine without prejudice nevertheless to the recovery of any rent royalty or other money then due or owing or to any right of seizure or sale or action that may have arisen under these presents prior to such re-entry 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 unless and until the Lessor his successors or assigns shall have given to the Lessee or its assigns a notice calling upon the Lessee or its assigns to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed by the Chief Revenue Officer of the district of Godavari or by any other person empowered in that behalf by or on behalf of the Lessor his successors or assigns and shall be served on the Lessee or its assigns or on the agent or agents of the Lessee or its assigns or fixed on any conspicuous part of the said tract of land hereby demised and default shall have been made in giving such reasonable explanation or in rectifying the matter or matters complained of for one calendar month 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 and its assigns that the Lessee and its assigns paying the rents and royalties hereby reserved at the times and in the manner hereinbefore appointed for payment thereof respectively and performing and observing all the covenants and agreements by the Lessee herein contained may peaceably and quietly hold use occupy and enjoy the premises hereinbefore expressed to be hereby demised and granted during the said term of 20 years without any interruption or disturbance by the Lessor his successors or assigns or any person lawfully claiming any estate in the same premises or any part thereof through or under him or them PROVIDED ALWAYS and it is hereby agreed and declared that if any dispute question difference or controversy shall arise between the parties to these presents or their respective assigns or any person or persons or company claiming under them respectively touching the price of any building fixtures engines machinery rails sleepers ropes plant or materials the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Code of Civil Procedure Act 14 of 1882 or any then subsisting statutory modification thereof And that if the Lessee or its assigns shall be desirous of taking a renewed lease of the said premises for the further term of 20 years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of the said last mentioned term give to the Government of Madras for and on behalf of the Lessor his successors and assigns six calendar months' previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the Lessee or its assigns to be observed and performed up to the expiration of the said term hereby granted he the Lessor his successors or assigns will upon the request and at the expense of the Lessee or its assigns and upon the Lessee or its assigns executing and delivering to the Lessor his successors or assigns a counterpart thereof forthwith execute and deliver to the Lessee or its assigns a renewed Lease of the said premises for the further term of 20 years at the same yearly dead rent in respect of the said tract of land hereby demised and under and subject to the same covenants provisos and agreements as are herein contained other than this present covenant Provided always that by such renewed Lease shall be reserved such tonnage rents or royalties in respect of the coal to be gotten thereunder as the Lessor his successors or assigns shall determine. IN WITNESS whereof Charles Arthur Galton, Esq., Secretary to the Government of Madras in the Revenue Department by Order of the Governor in Council of Fort St. George acting for and on behalf of the

Lessor has hereunto and to a duplicate hereof set his hand and seal and the common seal of the Lessee has been hereunto and to the same duplicate affixed in the presence of the Managing Agents of the Lessee who have hereunto signed their names in token of their presence at the affixing of the said seal the day and year first above written.

The Schedule above referred to.

ALL that tract of land near the village of Totapilly in the Badrachalum Taluk in the district of Godavari bounded on the North by
on the South by the River Godavari on the East by
and on the West in part by the River Godavari and in other part by the boundary of the British Territory there and containing in the whole by admeasurement ten and a half square miles or thereabouts.

Signed sealed and delivered by the above
named Charles Arthur Galton in the
presence of

THE common seal of the Godavari Coal
Company Limited was hereunto affixed
in the presence of

the Managing Agents of the said Com-
pany who have hereunto put their sig-
nature in token of their presence at the
affixing of the said seal in the presence
of

Managing Agents.

CONFIDENTIAL.

PROCEEDINGS OF THE BOARD OF REVENUE
(LAND REVENUE).

THE HON. MR. H. W. BLISS.
MR. E. GIBSON.

Read—again the following Proceedings of the Board of Revenue (Land Revenue),
dated 4th January 1892, Mis. No. 94 :—

THE HON. MR. J. GROSE.
MR. E. GIBSON.

Read—the following letter from Messrs. BARCLAY, MORGAN and ORR, Solicitors,
Madras, to the Secretary to the Board of Revenue (Land Revenue), Madras,
dated 6th October 1891 :—

With reference to the Board's Proceedings under date 28th August 1891,
No. 517, 16th September 1891, No. 562, and 30th idem, No. 7020, Miscellaneous, we
forward, herewith, for approval, a fresh fair draft of the lease to the Godavari Coal
Company (Limited), of coal-fields in the Godavari district. We trust that this draft
lease contains all the terms and conditions required by the Board.

Read—letter from Messrs. BARCLAY and MORGAN, dated 21st October 1891.

ABSTRACT.—Requesting to acknowledge the receipt of the rough mining lease of the
Godavari Coal Company.

Read—the following G.O., dated 20th November 1891, No. 5985, Revenue :—

Read—the following telegram from the Government of India, Revenue and Agri-
cultural Department, dated 17th November 1891 :—

Cherla lease received. Some doubts about form. Conditions not altered. If
Bhadrachalam lease not executed suspend till receipt further instructions.

Order—dated 20th November 1891, No. 5985, Revenue.

Ordered that the following telegram be despatched to the Government of India.

Your telegram seventeenth regarding Bhadrachalam lease. Lease not executed.
Further instructions will be awaited.

(True Extract.)

(Signed) R. C. C. CARR,
Ag. Under Secy. to Govt.

To the Board of Revenue.

DATED

189

THE RIGHT HONORABLE THE
SECRETARY OF STATE FOR INDIA
IN COUNCIL.

TO

THE GODAVARI COAL COMPANY LD.

LEASE of Coal Fields in the Godavari
District.

BARCLAY,
Govt. Solicitor, Madras.

3
Rev. 57469/92

Resolution—dated 4th January 1892, Mis. No. 94.

Recorded, pending receipt of the further instructions promised by the Government of India.

(Signed) W. S. MEYER,
Ag. Secretary.

To Messrs. Barclay and Morgan.

READ—also the following G.O., dated 9th March 1892, No. 1324, Revenue:—

Read—the following letter from the Secretary to the Government of India, Revenue and Agricultural Department, dated 6th February 1892, No. 257/8:—

With reference to your telegram dated 18th November 1891, I am desired to forward, for the information of His Excellency the Governor in Council, a copy of the form of indenture which had been sanctioned by the Government of India for the lease of certain coal-mining areas in the Cherla taluk, Central Provinces, to the Godáviri Coal Company (Limited). The Government of India believe that the provisions and form of this draft are likely to prove suitable, *mutatis mutandis*, for the Bhadrachalam lease. I am to explain that the Government of Madras were asked to stay proceedings as regards the lease of lands within their territory because His Excellency the Governor-General in Council had ordered a standard form of lease to be settled by his legal advisers and it was thought that both the Cherla and Bhadrachalam leases should follow the standard form. Some delay has, however, occurred in the preparation of the standard lease, and in its absence, the Governor-General in Council does not consider it necessary to press the Government of Madras to follow exactly the form of lease now forwarded, which was originally drafted in the Central Provinces to meet the special requirements of the Cherla concession, and has only been added to by the Government Solicitor.

Order—dated 9th March 1892, No. 1324, Revenue.

Communicated to the Commissioners of Land Revenue, in continuation of G.O., dated 20th November 1891, No. 5985, with the request that they will report whether any of the provisions of the form of indenture forwarded by the Government of India may, with advantage, be adopted in the Bhadrachalam lease, now under preparation.

(True Extract.)

(Signed) R. H. CAMPBELL,
Acting Asst. Secy. to Govt.

To the Commissioners of Land Revenue with draft lease.

READ—also the following memorandum from the Acting Under Secretary to Government, Revenue Department, dated 1st June 1892, No. 136-R:—

ABSTRACT.—Requesting early reply to Order No. 1324 of 1892, requesting to report whether the provisions of the form of indenture forwarded by the Government of India may be adopted in the Bhadrachalam lease now under preparation.

RESOLUTION—dated 8th June 1892, No. 269.

In reply to G.O., dated 9th March 1892, No. 1324, the Board begs to recommend that the provisions of the Government of India form not appearing in the draft lease already framed by the Government Solicitors and shown in the accompanying statement may now be usefully introduced into the latter lease and the other amendments noted in the same statement may also be carried out.

2. Messrs. Binny and Co. will be requested to state whether they have any objection to carrying out the amendments proposed in the statement appended.

(True Copies and Extract.)

[Signature]
Ag. Secretary.

To the Secretary to Government, Revenue Department,
with four copies of Godáviri mining lease.
„ Messrs. Binny and Co., with Government of India form of
indenture and a copy of the Godáviri mining
lease (to be returned).

Copy to the Collector of Godáviri.

No.	Provisions of the Government of India form not appearing in the draft Godáviri lease but which may be usefully introduced into the latter.	Remarks.
<i>The Government of India Form.</i>		
1	Page 1, lines 22—23.—“Smelting works houses, telegraph lines.”	To be inserted after the words “brick-kilns” in line 22, page 1 of our lease.
2	Page 2, lines 10—12.—“After deducting any dead rents which shall have been overpaid in the last preceding half-year.”	To be inserted after the words “for that half-year” at the end of line 27, page 2 of our form.
3	Page 2, lines 30 and 34.—“Except as aforesaid.”	To be inserted after the words “during the said term” in line 45, and after the words “clear of all deductions,” line 49, page 2 of our lease.
4	Page 2, line 38.—“And the erection of boundary marks.”	To be inserted at the end of line 2, page 3 of our lease.
5	Page 2, line 56.—“And limestone.”	To be inserted after the words “all the stone” in line 19, page 3 of our lease.
6	Page 2, line 57.—“Fireclay.”	To be inserted between the words “any” and “limestone” in line 21 of page 3.
7	Page 3, lines 21—58.—“And shall provide and at all times keep at or near pit head &c., &c.—and the said rent and royalty shall be paid and accounted for accordingly and the lessor.”	This may be usefully inserted in our lease after the words “repair and working order” in line 43, page 3, and before the words “and will on the.”
8	Page 4, line 36.—“Not being such a surrender thereof as hereinafter provided.”	To be inserted after the words “the said term” and before “deliver up” in line 30, page 4 of our lease.
9	Page 4, lines 38 and 47.—“Permanent.”	To be inserted between the words “all” and “buildings” in line 31, page 4, and at the beginning of line 41 (same page).
10	Page 5, line 2.—“As aforesaid.”	To be inserted before “it shall be lawful” in line 14, page 5 of our lease.
11	Page 5, lines 52—56.—“Provided always that the lessee or its assigns shall not enter upon &c., &c., without the previous consent in writing of the owner or occupier of the same.”	This clause is necessary to prevent invasion of private rights under cover of the mining lease and should therefore be inserted before the words “provided always” in line 21 of page 6 of our lease.
12	Page 6, lines 18 and 19.—“If approved as aforesaid by the Government of the Central Provinces and.”	This slightly modified by the substitution of the word “Fort St. George” for “the Central Provinces” might be inserted between the words “its assigns” and “and upon” in line 39, page 6 of our lease.

No.	For the wording in our form (noted in this column)	Substitute the following.
1	Page 1, line 28, for "Sand into bricks."	Substitute "Sand and limestone into bricks and lime respectively."
2	Page 1, lines 37-40, for "and use two roadways or levels through the said excepted coal, &c., &c., from flowing into the workings of the mine"	Substitute "and use such roadways or levels through the said excepted coal as may be required for the proper ventilation and working of the mine but without reducing the strength of the pillars to such an extent as in the judgment of the lessor may endanger the security of the pit and as may be required for being fitted with proper dams and sluice gates for damming up water which may break into any shaft and for preserving such water from flowing into the workings of the mine."
3	Page 2, for line 4, "for every ton of large coals gotten and raised from the said demised premises"	Substitute "for every ton of coal raised and taken from the said demised premises, to the pit's mouth (whether the same be afterwards converted into coke or not) and sold or removed"— <i>vide</i> lines 59-60, page 1 of the Government of India form.
4	Page 2, line 29, for "raised and gotten"	Substitute "sold or removed" (line 13, page 2 of the Government of India form).
5	Page 2, line 30, for "no rent or royalty"	Substitute "no royalty" (line 14, page 2 of the Government of India form).
6	Page 2, line 34, for "28 days"	Substitute "30 days" (line 18, page 2 of the Government of India form).
7	Page 3, lines 10-12, for "expending in or about such works within 12 calendar months, &c. &c., Rs. 50,000"	Substitute lines 45-48 of the Government of India form "and will expend a sum of not less than Rs. 50,000, &c., &c., within 12 months from the date of the execution of this lease."
8	Page 3, for "in safe condition" in line 24	Substitute "in good repair and condition" as in the Government of India form line 60, page 2.
9	Page 3, for "as shall contain any pits" in line 27	Substitute "as now or shall hereafter contain any pits" (line 1, page 3 of the Government of India form).
10	Page 3, lines 28-29, for "in good repair and condition"	Substitute "in such repair as aforesaid and will at all times conform to and observe all orders and regulations which the Lessor may see fit to impose from time to time in the interests of public health and safety" (lines 3-6, page 3 of Government of India form).
11	Page 3, lines 29-37, for "and will not enter upon any of the said lands other than &c.—in consequence of the exercise of any of the rights and liberties aforesaid"	Substitute lines 6-12, page 3 of the Government of India form—"and will make such reasonable and fair compensation to every tenant or occupier of any of the said lands, &c., or the exercise of any of the liberties aforesaid."
12	Page 3, line 40, for "keep and uphold all buildings"	Substitute "keep and uphold when in use all permanent buildings" line 18, page 3 of the Government of India form.
13	Page 3, line 41, for "within one month"	Substitute "within sixty days" line 59, page 3 of the Government of India form.
14	Line 48, page 3, to line 9, page 4, "true account in writing signed by the Secretary for the time of the lessee, &c., &c., and the said accounts places and admeasurements respectively so signed"	Substitute line 62 in page 3 to line 13 in page 4 of the Government of India form—"true account in writing signed by the Secretary for the time being of the lessee, &c., &c., showing the state of the underground workings at the end of each half-year and the said accounts so signed."
15	Page 4, line 22, for "to take any colliers and workmen"	Substitute "to take any reasonable number of colliers and workmen"—page 4, line 28 of the Government of India form.
16	Page 6, line 11, for "matters complained of for one calendar month"	Substitute "matters complained of for six calendar months," line 42, page 5 of the Government of India form.

Revenue (1892) Department.

MISCELLANEOUS SERIES.

G.O., No. 3101

Sanctioned No 543.

DATED 4 July 1892

[Despatch Abstract.]

*Sanctioning the appointment of Mr.
Rajagopala Aiyar as a Deputy of Bangalore*

BACK PAPERS.

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

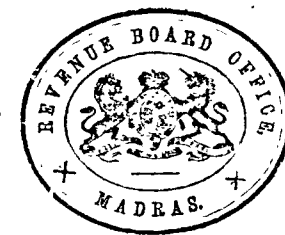
FURTHER PAPERS.

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

NOTE FOR THE ~~UNDER~~ SECRETARY.

The application for magisterial powers has since been received. ^(vide C.P. 584/92) It is submitted therefore, that the latter portion of para 2 of the C.O. commencing from "which is stated to" may be cut out and the words "will be transferred to the Judicial Department" added.

C.P.
2 July



Proceedings of the Board of Revenue

(Land Revenue),

Dated 28th June 1892.

No. 3982 ^{Mis.} ~~Contingent~~

Mr E. Gibson
Read the following telegram from the Collector
of Tinnevely, dated 27 June 1892.

"Have Government orders been
received regarding acting Tahildarship
"hangumari may I depute nominee in
"anticipation Government orders"

Resolution:-

The following telegram will be sent
to the Collector:-

"Gives 27th re hangumari Tahildari.
"Government order not yet received & hang
"depute nominee anticipation sanction."

(True Copy & Retrospect)

For & By:
To The Collector of Tinnevely
Copy to Secy to Govt Bd.
By Secretary

Cms 5610 compl

To

The Secretary to the Board

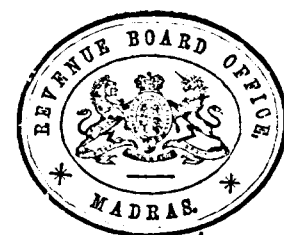
Recd 30 June

Proceedings, dated 28 June 1892
No. 3982 Mis.
Routine.

Subjects

San Jose

Authorizing Collectors
of Tinnely to depu-
tize J. H. Rappahel as
his nominee to the
Ag: Schulsari of Kang-
nien in anticipation
of Govt. sanction



Dated 28th June 1892.

No. *3983* Mis. Routine

Mr. E. Gibson

READ the following letter from G. S. Forbes Esq. (President)
of Trinevelly dated 23rd June 1892 to 426.

With reference to your telegram of the
21st instant intimating the Board's approval
of the nomination of J. R. Rajagopalairas
as acting Tahildar of Manguneri, I have
the honor to enclose an application for
Magisterial powers on his behalf for sub-
mission to Government

Resolution:-

Submitted to Government in
Continuation of Board's Proceedings dated 2/18/80
Instant: no 3814. (True copy & entered)

To The Secy to Gov. A. C. S.
with one Encl. in orig.
Copy to C. Mr. J. Sumner
My Dear Sir

Revenue 1892 Dept.
Board of Revenue
(Land Revenue),
MADRAS.

Current Number 5842

To

The Secretary to Govt.
Rd

Recd 30 June Ent.

Proceedings, dated 28 - 6 - 1892,
No. 3983 Mis. Routine.

Subject. 30 JUN 92

Subj application for
magisterial powers
on behalf of S. R. Raja
Sphala Aiyar, Ag. Tahs.
of Mangumeri

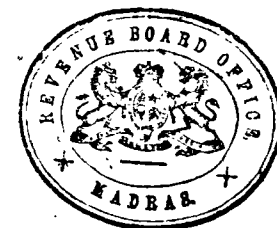
1892.
Board of Revenue
(Land Revenue),
MADRAS.

Copy of Board's

Proceedings, dated 31 May 1892
No. 3158. Mis. Routine. Enclosures.

Subject.

Sancty: the appointment of
Mr. R. P. Sivaramier, Tahs.
of Mangumeri as Deputy Sherida-
dar of Timmewet & Declining
to appoint J. W. Rajagopala
Aiyar as Ag. Tahs. of Mangumeri.



Proceedings of the Board of Revenue

(Land Revenue),

Dated 31st May 1892

No. 3158 Mis.

The Hon. Mr. H. W. Pollock
Mr. E. Gibbons.

READ Application of the Collector of Tinnevely for
filling up vacancies in the grade of Tahsildars
dated 21st May 1892, No. 342.

Resolution.

The nomination of Mr. R. P. Siva-
ramier as acting Deputy Tahsildar
of the District is sanctioned.

2. The Board regrets that it is un-
able to accept the Collector's nomination
of T. N. Rajagopala Aiyar to act as
Tahsildar of Tangumudi, as he appears
to be much too junior for so important
a post.

3. The following urgent telegram
will be despatched to the Collector :-

Board

5
Rev-5610/92

"Board cannot sanction nomination
of Rajagopal Aiyar as Tahsildar of Tangur-
neri."

/ True Extract /

By C. Clark

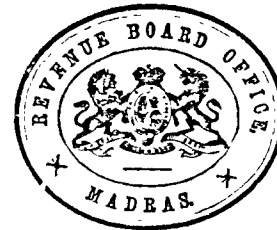
Registrar
for ag. Secretary

To The Collector of Tinnevely.
Copy. Accountant General.

/ True Copy /

Muzumdar
for ag. Secretary

Confidential



Proceedings of the Board of Revenue

(Land Revenue),

Dated 21st June

1892.

No. 3814.

Mis.

Routine

The Hon. Mr. H. W. Bliss
Mr. E. Gibson

Read letter from G. S. Forbes Esq., Collr of Tinne-
vely, of 15th June 1892.

Resolution

In view of the Collector's representa-
-tions in the letter read above, the Board
approves of the nomination of Mr. R. R. Th.
Rajagopala Aiyar as acting Tahsildar
of Tangumeri and submits it for the
sanction of Government.

/ True Extract /

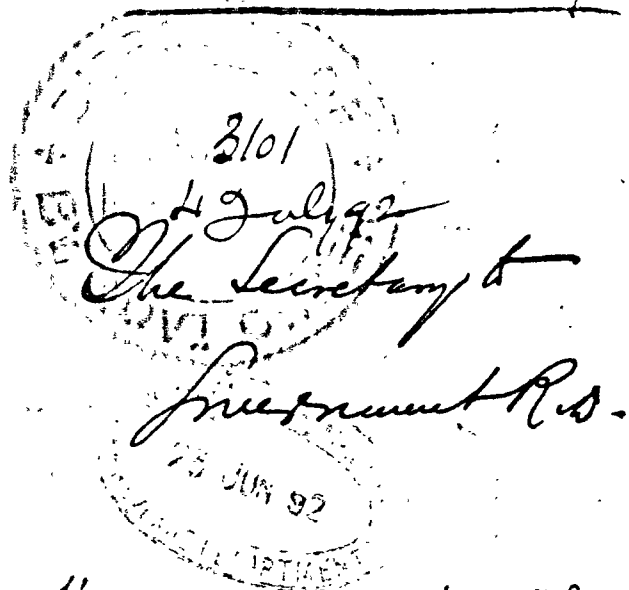
Muzumdar
for ag. Secretary

To The Secretary to Government R.D.
with letter & Encls. in orig. & G.R.
1461/92 to be ret. & copy of B.P.
31.5.92, No. 3158 Encl.
Copy. Collector of Tinnevely.

Confidential No 64.
1892.
Board of Revenue
(Land Revenue),
MADRAS.

Current Number 5610/92.

To



The Hon. Mr. C. Austin Esq.

Proceedings, dated 21st Jan 1892,
No. 3814, Mis. Ruling. Encls. 7.

Subject.

Approving & Subung. for
Sanction of sub. nomination
of Mr. R. T. N. Rajagopal
Aiyar as As. Tah. of Rangun-
neri, Tanjore Dist.

To the Commr. of R.
a a a. with Encls.
a a a. Just Dept.
CR.
23 June -

Readers 5610, 5841, & 5842

G.O. No 3101 4-7-92
Sanctioned.

2. The application for ma-
gisterial powers on behalf
of Mr. R. T. N. Rajagopal
Aiyar, which is stated by
the Collector to have been
transmitted with the no-
mination roll, has not been
submitted to Govt.

23/6

When given for copying _____
When copied _____
When examined _____
When signed _____

189.

READ AGAIN G.O., No.
189.

DATED

CURRENT No.

ENCLOSURES TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

ST. DEMENT WITH DUTTO

PAPERS NOT FILED UP, BEING WANT FOR DESPATCH
IN ORIGINAL.

F.B.-

A = Copy in full.
B = Not to be copied.
P = Copy abstract only.
Q = Copy heading only

P.T.O