

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

G.O.	No.	Department.	Date.
C.W.	5845	99	
Jr.	3440	d	25-9-28

CURRENT No. 728

From The Board of Revenue,
Land Revenue,
Madras,

Ref. No. 93

Dated 27th January '99.

Received 28/1

Registered 30/1

Enclosures

Spare copies



Recommending to Government
the grant of a mining lease for
gold to Mr. W. J. Hamilton Holmes
over an area of 15 — in the
Yedavalki Reserve in the Villages
of ~~Porani~~ Goundanpalayam
in the Kollegal Taluk, Coimbatore
District for a period of 30 years

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

OFFICE OF THE BOARD OF REVENUE
(LAND REVENUE),

Madras, 27th January 1899.

READ— letter from J. A. Cunningham Esqre Acting
Collector of Coimbatore, R.O. Rtn. no ^{1066 A} of 98,
dated 19th December 1898, Submitting with recom-
mendation application for a mining lease from
Mr. Hamilton Holmes of Bangalore; and also following
Reference thereon no 18, dated 9th January '99,

Reference No. 2 dated 1898.

forwarding, with remarks, the draft mining
lease prepared by the Collector to the Govern-
ment Solicitor, Madras, for approval and return.

Read also letter from Ernest Barclay Esqre,
Government Solicitor, Madras, no. 31, dated
17th January 1899, returning ^{with remarks} the draft lease
sent to him.

Reference thereon no. 93 dated 27th January '99

In the letter first read above, the Collector of
Coimbatore recommends the grant of a
mining lease for gold to Mr W. T. Hamilton
Holmes over an area of 131 acres in the Yedaralli
Reserve in the village of Porasygoundan. —
palayam

Palaniyam in the Kollegal Taluk for a period of 30 years. He states that the applicant was granted a prospecting license for 1 year in respect of the same plot under Government order 2511 dated 29th June 96 and that the period of the license was subsequently extended for another year under para 32 clause (1) of Standing Order no 15. The District Forest Officer has no objection to the grant of the plot in question. The Board supports the Collector's recommendation.

2. The draft mining lease drawn up by the Collector in accordance with the standard form communicated with Government order 4970, dated 21st September 97, was forwarded to the Government Solicitor for approval with reference to paras 13 and 36 of S.O. no. 15, and he has approved of the same. Subject to the alterations noted in red ink. He thinks it advisable that the signatures of

of the parties to the lease should be at the end of the schedule so as to show that they are bound by the terms set out in the schedule.

Vide para 3 of Part II of the Schedule The draft lease.

3. The Collector proposes to ^{levy} a surface rent of Rupee 1 per acre, and the Board recommends that it may be approved.

4. The value of depreciation referred to in para 3 of Part II of the schedule to the draft lease may, the Board considers, be fixed at 5 p.c. per annum on the net original cost of the buildings or works as in

the case of coal and phosphate mines. *Vide* Board's Reference dated 16th November 96 printed in Government Order 1000 dated 29th November 97.

Lonell Davidson
As Secretary

To the Secretary to Government, Revenue Department
original to be put in draft lease in well

File

Revenue (1899) Department.

D. O. CURRENT No. 30

From The Private Secy. to
H. E. the Governor.

Order

No.

Dated 31-1-99

Received 1-2-99

Registered 1-2-99

Enclosures

Spare copies.

SUBJECT.

Inquiring where Mr.
Hamilton Holmes is & at
what stage his Kollegal
mining business has
reached & if he is out of
the Country whether his
partner Mr. Barkwell
is in it.

all the old records and all the records of the
past that are in the records of the
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BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.



GOVERNMENT HOUSE,

Madras. 31st Jan'y 1899.

My dear Forbes,

Can you give
His Excellency any idea
where Hamilton Holmes
is, & what stage his
illegal mining business
has reached? Or if
Hamilton Holmes is
out of the Country, is his
partner Bakewell in it
by any chance?

Yours sincerely,

W. A. M.

D.O.C No. 30 of 1899.

From the Private Secretary to H.E. the Govr.

Dated 31st January. 1899.

FOR ORDERS.

To Under Secretary

With reference to the
portion marked by the
Secretary with blue
chalk in the Private Secy's
Do., it is submitted,
that the Board of Revenue
has, in its Proceedings Ref.
No. 93, Land Rev., d. 27.1.99
(Cus. 728 of 1899), recom-
mended to Govt. the grant
of a mining lease for gold
to Mr. W.J. Hamilton
Holmes over an extent of
131 acres in the yedavalli
reserve, in the Kollegal
taluk, Coimbatore district,
for a period of thirty
years. The draft form of
the lease submitted by the
Board is being examined,
and

and the papers will be
submitted shortly to the
Under Secretary.

Pf.
1/2/99

See

The complete file

Can then go to AS? Meantime
investigations can be made about the
information of Mr. Holmes
Sunderhill 1/2/99

yes: their whereabouts are
not known here. Let
P.S. see meantime.
(Holmes is probably at
Bangalore or that
address will find him)

P.S. 1/1/99

P.S.

sum.
A.S.H.
3.2.99

C 1.2.99
A 3.2.99

D
1 1,000-7-9-92.

REVENUE DEPARTMENT.

C. No. 728 of 1899.

From the Board of Revenue (Land Rev).
Ref. No. 93 Dated 27th January 1899.

FOR ORDERS.

To Under Secretary.

A
In G.O. No. 2511/29-69,
Mr. W.D. Hamilton Holmes of
Bangalore was granted a
license to prospect for gold
over an extent of 131 acres
situated in the Yedaralli
reserve in the Porayyoun
dampalayam village,
Kollegal taluk, Coimbatore
district. It would
appear that the term
of the license was subse-
quently extended by one
year by the Collector of
Coimbatore under
rule 32[16] clause (i) of the
Mining Rules. In its
Proceedings noted above
(Cus. 728 of 1899) the
Board of Revenue submits
to Govt. with its support

Part 1 of the B.P. (current).

✓
a recommendation made by the collector for the grant of a mining lease for gold to Mr. Hamilton Holmes for a term of thirty years in respect of the area covered by his prospecting license. It is stated that the District Forest Officer has no objection to the grant of the plot in question. (It will be seen that under rule 33[17] (a) of the Mining Rules a prospecting license gives the licensee on or before the determination of his license the right to a mining lease, subject to certain conditions.

The term for which the lease is recommended is thirty years - the maximum period for a mining lease allowed by the rules - vide rule 38[22] of the Mining Rules. The area to be covered by the lease -

The presumption may be expressly stated in the G.O. Boas to draw the Bd's attention to the point

160
1/12/14

3
131 acres - is within the maximum limit of one-fourth square mile (160 acres) prescribed by the Govt. of India for a mining lease for gold - vide rule 36[20] of the Mining Rules. The map required by rule 35[19] clause (c) of the Rules has not been submitted to Govt., but it is presumed that the area now proposed to be granted satisfies the restriction laid down in rule 37[21] of the mining rules that the length shall not exceed four times the breadth.

The draft lease submitted by the Board for the approval of Govt. was drawn up by the collector on the model of the Standard form of mining lease (for coal) prescribed by the Govt. of India - vide G.O. No. 4970.d. 21.9.97. With

B.

FOR ORDERS.

Para 2 of the B.P. (current).

reference to rule 36[20] of the mining Rules, the Board has forwarded the Collector's draft lease to the Govt. Solicitor, who, it would appear, approves of it subject to the alterations noted in red ink.

The material respects in which the draft lease (as altered by the Govt. Solicitor) departs from the model form of lease, and other points calling for remarks, are noted below.

(i) The Govt. Solicitor considers it advisable that the signatures of the parties to the lease should be at the end of the schedule so as to show that they were bound by the terms set out in the schedule. In view of the wording of the lease proper, it appears doubtful, it is submitted,

Yes: they should do so. S.H.
Apparently the G.S. means that they should sign at the lease & schedule. 11/24/1891

Page 24 of the draft lease
* in the Coll's draft.
+ see page 39 of the Revised Rules

Clause 14 of Part I (p. 39 of the Revised Rules) is rather confused. I agree with the Govt. Sol^r that Part III is a better place for it. But perhaps cl 14 should be more closely followed. The Govt. Sol^r's modification limits the liability to injury to tenants, & excludes the while Page 6 of the draft lease cl 14 includes all third parties e.g. a spring might be tapped injuring a person at some distance. Again the Govt. Sol^r mentions surface operations only, but the deep mining may injure others. I would cast cl 14 thus -
"The lessee shall make & pay full satisfaction & compensation for all injury or damage wh. may be done to the property & rights of third parties by him his servants (as in cl 14)"

S.H. H.D.

if it is necessary that the parties should sign at the end of the schedule rather than at the end of the lease proper.

(ii) Part III of the Schedule - clause 1.

The Govt. Solicitor has struck out clause 14 of Part VII of the Schedule which provides for the liability of the lessee to pay compensation for injury to third parties, and in lieu thereof adds a corresponding provision to clause 1 of Part III of the schedule. It is submitted that the clause struck out by the Govt. Solicitor appears to be of wider and more general scope than the addition made by him to clause 1 of Part III of the schedule. It is accordingly submitted that the departure in question from the model form of the lease appears open to objection and may

also dis allowed.

Part IV of the schedule.

(iii) Clause 2 reserves for the lessor liberty and power of entry if the lessee shall not within three months of the commencement of the term for which the lease is granted have started operations to some substantial extent. In the case of the form of the ^{formica} mining lease recently approved by Govt., the corresponding period has been fixed as two years.

Part V of the Schedule.

(iv) It is submitted that the words "and royalties" may be inserted after the words "rents" in the heading of this part for the sake of uniformity - please see the alteration made by the Govt. Solicitor in the heading of Part VI of the draft lease.

(v) Clause 1. It appears incorrect to say that

FOR ORDERS.

Page 10 of the draft lease.

The B.D. does not
remark on the point
For order W
7/1/88

Let make it six months

8/2

W

At p. 9 of B.P. No. 129 D 27.5.98.
M.S. 4 227 2311098.

Page 11 of the draft lease.

W
7/1/88

W

Page 13. — do —

Page 11 of the draft lease.

(v) Clause 1. For the purpose of this clause the dead rent has been calculated at one rupee ^{per annum} per acre, which, it will be seen, is the minimum rate of dead rent for gold prescribed by the Govt. of India - vide rule 39 [23] (i) of the Mining Rules. This appears to be the rate fixed in the case of the mining lease for gold granted to Mr. Bakewell in G.O. No. 1164 d 8.3.98 - vide para 3 of the B.P. under this G.O. For orders as to whether the same rate may be levied in the present case.

(vi) It appears incorrect to say as in clause 1 that "the certain half-yearly rent shall be paid" by "equal payments on the... day of ... and the... day of ... in each year for the half year immediately preceding" (Please see the corresponding clause in the mica

Yes
8/2

W

W
7/1/88

lease form at page 9 of
"B.P. No. 12 of R.D. 27.5.98)
As it is the yearly rent and
not the half-yearly rent
which is paid in two equal
instalments, it is submitted
that for the words "certain
"half-yearly rent of sixty-
"five rupees and eight
"annas" the words "certain
"yearly rent of one hundred
"and thirty-one rupees" may
be substituted. This latter
figure will stand of course
standing in case the Govt.
fixes the dead-rent at
one-rupee per acre.

(vii) Clause 2.

This clause in the
draft lease provides that
the lessee shall pay for the
first six months of the
term of the lease royalty
at the rate of $7\frac{1}{2}\%$ per cent.
of the value of all gold
extracted and ~~for the remainder~~
for the remainder of the
term royalty at the same
rate on all gold extracted

See

This is a matter of
wording: and on
reading the whole
clause it seems
more clear as it
appears in the present
draft lease (half-yearly)
than it does in the
mining lease.
(Yearly)

We may trust the Govt.
about this

NO

Page 12 of the lease.

* Vide ~~Part~~ Schedule C at p. 18
of the Mining Rules.

during each half year
minus the quantity which
the lessee is by clause 1 of
this part authorised to get
in respect of the certain
half-yearly rent.

Under rule 39(23) clause
of the Mining Rules the lessee
has not got to pay dead
rent for the first year of
the term of the lease - please
see also clause 2 of Part II
of the Schedule. It is ~~submitted~~
submitted that for
the first year the lessee
should pay royalty on all
gold extracted during
that time; and that
for the word "six" which occurs
in line 1 of clause 2 of Part II
in "twelve" should be
substituted.

Viii) clause 3.

The Collector has entered
one rupee as the ~~surface~~ rate
of surface rent for an acre
in this clause. This is the
maximum rate of surface
rent in the case of unassessed

Page 13 of the lease

Page 12 of the lease.

lands - vide schedule B at p. 17 of the Mining Rules. The Board recommends that this rate may be approved.

Part VI of the Schedule

(ix) clause 2

It is submitted that the words "certain" "rent and" which occur in line 17 of this clause and the words "rent and" which occur in lines 21 and 22 of this clause may be omitted, as has been done in the case of the corresponding clause in the mica lease form at p. 9 of B.P. No. 129 of 27.5.98.

10
Es. the whole area is unreserved being in a reserve
11/10/98 S.P. 10/10/98

Pages 13-14 of draft lease.

This is not very clear. In discussing the terms of the lease for phosphate minerals the Govt decided to retain the words "rent and" vide notes to S.P. 2013 of 7. May 98
Retain S.P. 10/10/98

This is C x in S.P. 422 of 31.10.98.

Page 15 of the lease.

Part VII of the Schedule

(x) clause 1

The interest to be levied on arrears of rents and royalty has been entered by the collector as six per cent per annum. Submitted that the rate may be approved.

11/10/98 S.P. 10/10/98

Page 16 of the lease.

But does not the term run from the date of these presents? Perhaps not. We may stick to the model

11/10/98
The original had perhaps better stand in case operations are begun before the execution of this lease

11/10/98
Leave May be omitted?

Page 24 of the lease.

x at p. 5 of the note.

11/10/98
See above S.P. 10/10/98
It had been restored

(xi) clause 3

In line 2 of this clause the Govt. Solicitor substitutes for the words "commence" "start of the term hereby granted" the words "date of these presents". The object of the substitution, which appears unnecessary, is not clear.

In line 6 of this clause the Govt. Solicitor has inserted the words "unless prevented by an avoidable cause" between the words "be used" and "continuously". It is submitted that the addition made by the Govt. Solicitor appears unnecessary inasmuch as the words "without voluntary intermission" which occur in lines 10 and 11 of this clause ~~from~~ are to the same effect.

(xii) clause 14 (of the Coll's draft lease)

As already stated the Govt. Solicitor has struck out this clause, and inserted it in Part III.

Part IX of the Schedule.

xiii) clause 3.

The value of depreciation referred to in this clause may, the Board considers, be fixed at 5 per cent per annum on the net original cost of the buildings or works as in the case of coal and phosphate nodules - vide Board's Resol. d. 15.11.96 (para 2) at p. 2 of G.O. No. 10007 29.11.97. For orders as to whether the rate may be accepted.

Hk.
6.12.99.

Levy

Please see

notes above.

Ull
17/2/98

Hk.

Please see marginal note.

24/2/99

20 Under Secy.

Please see the draft order submitted below.

10.11

Page 29 of the lease.

For 70 seems too little
Low estimate 1070

Yes I think that would be a juster estimate

MS

approved

24-2-99

reference to the second sentence of para 1 of the draft order it is submitted that presumption was expressed at page 3 of the note that the plot satisfied the restriction that the length does not exceed four times the breadth, inasmuch as a prospecting license had already been granted for it in G.O. No. 15117 29.6.96 and the restriction of the length not exceeding four times the breadth is prescribed in the case of prospecting licenses as well as mining leases. The office, however, was not certain that at the point was noticed when G.O. No. 25117 29.6.96 was passed. It is regretted that this was not expressly stated in the office-note. It is for consideration whether in view of the above, the second sentence of para 1 of the draft order need stand.

Vide page 1 supra

A

Vide memo (2) of G.O. No. 15 at p. 8 of B.P. 464223.12.95 approved in G.O. 10330/163.96 and rule 24[3](2) at p. 9 of the Mining Rules.

Hk.
22/3/99.

Levy

Please see draft.

There seems no harm in noticing the point now before a mining lease is granted.

Draft: 4/10/99
947 10.3.99

To 48. The Draft
draft for approval
24/2/99

24/3/99

Read Board's Reference no: 93
Land Revenue d. 27.1.99.
— Cus. 728 of 1899.

G. O. Mis. No 1046 of 11th March 99.

The Collector's recommendation, which is supported by the Board of Revenue, for the grant of a mining lease for gold to Mr. W. D. Hamilton Holmes over an area of 131 acres in the Yedaralli Reserve, Kollegal taluk, Coimbatore district, for a period of thirty years, is approved and sanctioned. It is presumed that the length of the plot in question does not exceed four times its breadth.

2. The draft lease as amended by the Govt. Solicitor is ~~app~~ approved, subject to the following remarks:-

(1) The parties should sign ~~at~~ at the end of both the lease proper and the schedule

AP. the Governor

8/3/

Appd. H. H. 10.3.99

2
Schedule.

2) Part III of the schedule - clause 1.

In the place of the addition made by the Govt. Solicitor at the end of this clause, the following should be substituted:-

"The lessee shall make and
" pay full satisfaction and
" compensation for all in-
" jury or damage which may
" be done to the property and
" rights of third parties by
" him his agents and servants
" in exercise of the liberties
" and powers hereby granted
" and shall at all times
" save harmless and keep
" indemnified the lessor
" from and against all actions
" suits claims and demands
" by such third parties in re-
" spect of any such injury
" or damage".

3) Part IV of the schedule - clause 2

For the words "three calendar months" in this clause, substitute "six calendar months".

4) Part V of the schedule.

Insert

3
Insert the words "and,roy," between the words "rents" and "reserved" in the heading of this part.

(5) This - clause 2.

As the lessee is not required to pay dead-rent for the first year of the term of the lease but only royalty on ~~the~~ the gold extracted, for the words "first six months" which occur in lines 1 and 2 of this clause, the words "first twelve months" should be substituted.

(6) Part VII of the schedule - clause 3

~~the Govt. Solicitor~~ The Govt. Solicitor has substituted the words "date of these presents" for the words "commencement of the term hereby granted" which occur in lines 2 and 3 of this clause. The Govt. considers that the original wording should stand.

(7) This. The phrase "unless prevented by unavoidable cause

by the Govt. Solicitor
Schedule in line 6 of this
2) clause ~~and~~ ~~and~~ ~~and~~
9. should be omitted.

(8). Part IX of the schedule -
clause 3.

The Govt. considers that the
value of the depreciation
for the purposes of this clause
should be fixed at 10 per
cent. per annum instead of
at 5 per cent., which is
the rate proposed by the Board.

(From orders).

3. Before the lease is
finally drawn up for
execution by the lessee
the Bd ~~shall~~ ^{will} ascertain
from the Govt Solicitor
~~whether~~ ^{if} there is any objection to
the above amendments.

To the Board of Rev., Land Rev.,
with the draft lease.

Pk.
1-3-99-

10/3/81
15-3-99
15/3/9

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

READ AGAIN G.O., No. _____, DATED
189 .

CURRENT No.

ENCLOSURES to G. No.

ORDER OF GOVERNMENT A A A A A A A

LETTER OF GOVERNMENT

STATEMENT 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.

Revenue (1899) Department.

MISCELLANEOUS SERIES.

G.O., No. 1046

DATED 11th March 99

[Despatch Abstract.]

Sanctioning with remarks, the grant of a mining lease for gold to Mr W. D. Hamilton Holmes over an area of 131 acres in the G-daralli reserve Kollegal taluk, Coimbatore dt.