

BAUXITE MINING REGULATIONS

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Bauxite Mining Regulations

[Subsidiary]

BAUXITE MINING REGULATIONSReg. 1/10/1930
23/5/1939
6/1940
12/1947
23/1957
4/1961
O. 15/1970*made under section 79*

1. These Regulations may be cited as the Bauxite Mining Regulations. Citation.

2. In these Regulations—

Interpretation.

“bauxite” includes as well as the mineral so named every other mineral of like nature which in the opinion of the Commissioner is of equal merchantable value or quality and references to the mining of bauxite shall be construed so as to include every method by which the same shall in fact be won;

“Commissioner” means the Commissioner of Geological Surveys and Mines or acting Commissioner and in the absence of the Commissioner shall include the officer detailed to take charge of the Department of Geological Surveys and Mines during such absence;

“Department” means Department of Geological Surveys and Mines;

“manufacture” means the process of extracting aluminium or any other metal from bauxite by any means whatever;

“Mining Regulations” means the Mining Regulations, or any amendments or re-enactments of those regulations;

“permission” means an exclusive permission in Form 2 in the First Schedule to occupy and explore a specified area of State land for bauxite. Form 2
First
Schedule

3. (1) Any person who desires to occupy and explore any particular area of State land with a view to testing the value thereof for bauxite shall apply in writing to the Commissioner for a permission giving the full name, nationality and residential address of the applicant and an address in Guyana, to be termed a registered address, at which all notices or other process necessary for the purpose of these Regulations may be served and describing the area he desires to occupy and explore as aforesaid and at the same time pay the fee for filing the application prescribed in the Second Schedule. Application
for exclusive
permission.
Second
Schedule

(2) On receiving any such application the Commissioner shall mark thereon the time and date when it was received and give to the person filing same a receipt in Form 1 in the First Schedule. Form 1
First Schedule

*Modified by Act 10 of 1969 (Cap 65:02) in respect of the Agreements defined in that Act.

No application of a subsequent date shall be received for the same area or any portion thereof unless it is filed and the fees paid within seven days of the first application or before the date of the first advertisement, whichever shall be earlier.

Description to accord with maps on record in Department.

4. The description of the land shall be given fully to the satisfaction of the Commissioner and in such detail as will enable it to be marked on the maps on record in the Department and the Commissioner may call on the applicant to amend or re-write any application and may refuse to accept it unless so amended or re-written.

Advertisement and opposition.

5. The Commissioner shall publish a notice of the application in the *Gazette* for three successive Saturdays during which period any person who desires to oppose the issue of a permission on the ground that he has any right, title or interest in the land covered by the application may enter opposition in writing setting out the particulars of such right, title or interest at the Department and the Commissioner shall submit such opposition along with the application to the President whose decision shall be final.

Granting or refusal of a permission to be at absolute discretion of the President.

6. The granting or refusal of an application for a permission shall be in the absolute discretion of the President. No application for a permission shall confer on the applicant any right, title or interest whatsoever in or to the land described in the application or to preference over any application of subsequent date for the same or any portion of the same land and in the event of more than one application having been filed for the same or part of the same area the President may direct that the privilege of obtaining a permission shall be competed for at auction between the applicants or give such other direction as he may think fit.

Rent on permission.

7. There shall be payable half-yearly in advance for every such permission a rent of one cent for every acre for every year it is in force. The first instalment of the annual rent shall be payable in respect of the period intervening between the date on which the applicant is notified in writing of the approval of the President of his application and the 30th June or 31st December next following as the case may be and thereafter the rent shall be payable in two equal instalments half-yearly in advance without demand on the 1st January and 1st July, and the permission shall remain in force only so long as the rent is not in arrear.

8. The approval of the application by the President shall be notified by the Commissioner in writing to the applicant and such notification shall be deemed to be a provisional permission to the applicant and the rent on the area applied for, as hereinafter provided, shall be payable from the date of such notification.

Applicant to be notified by Commissioner in writing of approval of application.

9. If the first instalment of rent is not paid within three months of the date of the letter notifying the applicant of the approval of his application the Commissioner shall advertise the area as "abandoned" and the land shall thereupon be open to application by others and the applicant may be debarred from re-applying for the same land or any portion of it either in his own name or through others if the President so directs.

Area abandoned if rent not paid.

10. No permission shall be issued or transferred to any person resident out of Guyana unless such person is represented by a duly constituted attorney resident in Guyana and such power of attorney is deposited in the Deeds Registry and a certified copy thereof deposited with the Commissioner.

Permission not to be issued or transferred to persons out of Guyana unless properly represented.

*11. If the President has approved the application and the first instalment of rent has been paid as aforesaid and the Commissioner is satisfied that the boundaries stated in the application can be followed on the ground without survey a permission may be issued in Form 2 of the First Schedule to these Regulations and such permission shall date from the date of the letter of notification to the applicant of the approval of his application but if the Commissioner is of opinion that lines should be cut partly or entirely around the area applied for he may call on the applicant to cut such lines and to deposit a fee for a compass survey by an officer of the Department at the rates set out in the Second Schedule before such permission is issued.

Applicant may be required to pay fees for compass survey of boundaries. Form 2. First Schedule [10 of 1969]

Second Schedule.

12. (1) If the applicant within six months of being called upon to do so fails to deposit the fees and to have the lines cut ready for survey, the Commissioner may advertise the area as abandoned and the land shall thereupon be open to application by others and the applicant may be debarred from re-applying as in regulation 9.

Area abandoned if fees not paid or lines not cut.

(2) Any application fee or rent that may have been paid in respect of an area so declared abandoned shall be forfeited and in the event of the Government having incurred any expense in connection with the proposed survey such portion of the survey fees as may be necessary to reimburse the Government shall be

*Modified by Act 10 of 1969 (Cap. 65:02) with respect to the Agreements defined in that Act.

appropriated by the Government and the balance of such survey fees shall be refunded to the applicant.

Boundary lines to be run in parallel lines wherever possible.

13. The side lines and end lines of the surface boundaries of the tract shall as far as possible be run in parallel lines respectively except where prior holdings or natural features prevent this being done in which case the tract shall be of such shape as may be approved by the Commissioner and in any case if the Commissioner considers it necessary the boundaries shall be laid out either partially or wholly by a surveyor at the expense of the applicant.

Boundaries beneath surface.

14. The boundaries beneath the surface of all tracts for which permissions or leases are issued under these Regulations shall be the vertical planes in which the surface boundaries lie.

Permissions only to be issued for one year but may be extended if sufficient work has been done.

15. No permission shall be issued for more than one year in the first instance; it may be renewed at the request of the permittee for two or more successive periods of one year each provided that the President is satisfied on each occasion that sufficient exploration work has been done to warrant such extension or that good reason has been adduced why sufficient exploration work was not done.

Deposits to be made before extension of permission if sufficient work not done.

16. (1) If at the end of the first or any subsequent year the President is not satisfied as provided in regulation 15 the permission may nevertheless be extended on the same terms for a period of one year on the applicant depositing with the Commissioner a sum not less than one thousand dollars and not more than five thousand dollars as the President may decide as a guarantee that exploration work deemed sufficient by the Commissioner will be carried out in the year for which renewal of the permission is to be granted. If at the end of the year of renewal the Commissioner deems the work carried out to be insufficient the amount deposited or such portion thereof as the President may decide shall be forfeited and paid to public revenue. If however the Commissioner deems the work carried out to be sufficient the amount deposited shall be refunded in full.

Bond in lieu of deposit.

(2) In lieu of the applicant making a deposit as required by paragraph (1) he may enter into a bond for the amount with one or more sureties to the satisfaction of the Commissioner.

Permitted to furnish proof of work done.

17. The Commissioner may at any period during which a permission is in existence call on the holder to furnish a true and proper statement of the nature and extent of the exploration work carried out within any specified period and the cost of such operations verifying the same when required by a statutory declaration

of the truth and correctness thereof and if such statement is found to be wilfully misleading the permission may be cancelled and any deposit forfeited without prejudice to any further action that may be taken.

18. A permission shall not confer any right, title or interest in the soils nor in any gold, silver, valuable minerals, precious stones, minerals, coal or mineral oil or substance of a like nature, nor in any timber growing on the land or any balata or other substances obtainable therefrom or from the State Forests and shall only confer such interest in the bauxite on the land as is provided in such permission and shall not entitle the holder to mine or ship bauxite; provided that the Commissioner may permit the removal of trial shipments for analyses and commercial tests. Royalty shall be payable on any quantity of one ton or over so removed.

Reservation of rights in mineral and other substances.

19. (1) A permission or lease shall not be assigned or transferred other than in the manner prescribed herein.

Transfer of permissions and leases.

(2) On receiving notice of any intended transfer in the Form in the Third Schedule the Commissioner shall cause the same to be published in the *Gazette* for three successive Saturdays in order to allow of any opposition to such transfer being entered as hereinafter provided.

Third Schedule.

(3) Every person desiring to object to such transfer on the ground that he has any right, title or interest in or to the permission or lease about to be transferred shall proceed in the manner provided by regulation 5 as to objections to the issuing of permissions:

Provided that nothing in this regulation shall be construed to give the holder of any permission or lease containing any condition forbidding or limiting the right of transfer, any right to transfer in contravention of such condition.

(4) If no opposition is entered to an intended transfer or any opposition entered is removed, the Commissioner shall record the transfer and shall note on the permission the fact of such transfer.

(5) Every transferee shall give in writing to the Commissioner an address in Georgetown to be called a "registered address" at which all notices or other process may be served.

(6) On the sale at execution of the holder's rights under a permission the purchaser shall, subject to the proviso to this regulation and on production to the Commissioner of a copy of the Conditions of Sale signed by the Registrar of Deeds or a bailiff, as the case may be, together with a certificate that the purchase money has been paid, be entitled on payment of the prescribed fee and on

[Subsidiary]

*Bauxite Mining Regulations*Fourth
Schedule.

complying with regulation 10 and regulation 19(5) to have an entry made in the Register of Permissions and Leases of such sale and purchase and also to receive from the Commissioner a Certificate of Transfer in the Form in the Fourth Schedule and such certificate duly signed by the Commissioner shall be evidence in all courts of law of the transfer to the purchaser at execution sale of the permission therein mentioned.

(7) The fee payable to the Commissioner for making the entry and giving the Certificate of Transfer mentioned in the last preceding regulation shall be the same as for filing notice of a transfer.

(8) There shall be payable in advance on every notice of intended transfer the fee specified in the Second Schedule.

Second
Schedule.Full report
at expiration
of permission.
[Reg. 4/1961]

20. (1) The holder of a permission shall within three months of the expiration of the permission each year transmit to the Commissioner full information and such records of his search in the form of a map showing the locations of Bauxite deposits in the area, and a report together with copies of borehole logs and such samples, as may be required by the Commissioner for the purpose of satisfying the President that the holder has taken sufficient steps for proving bauxite deposits.

(2) The President shall be entitled to refuse or withhold the grant of a lease over any area where the holder of a permission in respect of that area has refused or neglected to comply with the requirements of paragraph (1).

Application
for lease.
[10 of 1969
Reg. 6/1960]

Form 3.

21. The holder of a permission on making application to the Commissioner at the expiration of his permission or sooner and paying a filing fee of ten dollars may, if he has complied with these Regulations and of his permission and if the President is satisfied that the exploration work done has led to the discovery of bauxite deposits, have the right to obtain a lease in Form 3 in the First Schedule:

Provided that—

(a) the President may refuse to grant a lease over any area which he may consider inconvenient in shape and in such case the applicant shall be entitled to submit another application; and

(b) the President may, if he thinks fit in any particular case, modify or exclude any clause set out in the First Schedule to these Regulations.

First
Schedule.

*Modified by Act 10 of 1969 in respect of the Agreements defined in that Act.

22. The rent payable under a lease shall be at the rate of twenty cents per acre *per annum* payable in advance without demand and shall commence from the date of the expiration of the permission or the grant of such lease whichever shall be earlier.

Rent payable under a lease.

23. (1) All land for which leases are approved shall be precisely surveyed (if not already so surveyed) at the expense of the applicant.

Area to be leased must be precisely surveyed.

(2) The Commissioner may permit such survey to be made by a duly qualified land surveyor or may order such survey to be made by a surveyor of the Department, in which latter case the fees payable for the survey shall be at the rate prescribed in the Second Schedule.

Second Schedule.

24. If any applicant for a lease after being required by the Commissioner—

Payment of survey fees and penalty for default.

(a) to have such portion of land as is applied for surveyed by a duly qualified surveyor, or

(b) to deposit the rent and/or the survey fees,

fails for two months to have the required survey commenced or to deposit the rent and/or the survey fees, or if the survey is undertaken by the applicant to deposit the plan or plans thereof within six months after the commencement of the survey, the application for a lease may be declared abandoned by the President. Thereupon the application fee and any rent that may have been paid shall be forfeited and in the event of the Government having incurred any expense in connection with the proposed survey such portion of the survey fees deposited as may be necessary to reimburse the Government shall be appropriated by the Government and the balance of such fees shall be refunded to the applicant.

25. (1) Royalty shall be payable on all bauxite won from the State lands and exported from Guyana at the rate of 25 cents a ton of 2,240 pounds.

Royalty. [Reg. 12/1947 23/1957]

(2) Royalty shall be payable on all bauxite won from the State lands and used for manufacture in Guyana at the rate of 20 cents a ton of 2,240 pounds.

(3) Royalty as aforesaid shall be payable on all bauxite won from the State lands and removed to private property whenever such bauxite is either exported from or used for manufacture in Guyana.

[Subsidiary]

*Bauxite Mining Regulations*Minimum
royalty.

26. A lessee shall pay a minimum royalty charge in each year equivalent to the royalty which would be payable if five tons of bauxite were exported for each acre leased:

Provided always that a lessee shall only be required to pay a minimum royalty charge equivalent to the royalty on one, two, three and four tons for each acre for the first, second, third and fourth years of the term respectively and that such minimum royalty charge may be averaged over five-year periods the first of such periods commencing at the date of the commencement of the term granted by the lease and the subsequent periods following consecutively so that production upon which royalty in excess of the minimum is paid in any year may be used by the lessee to offset a deficit in any subsequent year within the five-year period but no excess of royalty which shall become payable in respect of any former five-year period shall be taken in account for answering the deficiency of any subsequent five-yearly period or any year thereof.

Exporter of
bauxite to
give particu-
lars regarding
situation
of land and
ownership
rights.

27. Every person who desires to export bauxite shall in addition to giving such information as may ordinarily be required by the Customs laws and regulations declare to the Comptroller of Customs—

(a) the situation of the land from which he has won and removed the bauxite and whether the land is State or Government land or is privately owned;

(b) such particulars of the title or ownership rights under which he has won and removed the bauxite as will satisfy the Comptroller of Customs that the person desiring to export the bauxite is lawfully entitled to do so.

Export of
bauxite from
private
property.
[1 of 1903]

28. In the case of bauxite declared as having been won and removed from private property the Comptroller of Customs may require a certificate from the Commissioner setting out that the bauxite in question was won on privately owned property granted before the passing of the Mining Ordinance, 1903,* and is not subject to payment of royalty. Such certificate shall be issued by the Commissioner at the expense of the exporter.

Lessee to
obtain
Minister's
consent to
transfer.

29. The holder of a lease shall not without the previous consent in writing of the Minister transfer, assign, underlet or part with possession of the land held or any part thereof or his interest therein and the procedure thereafter in regard to transfer shall be as set out in regulation 19.

*No. 1 of 1903 repealed by the present Act.

30. Every person who exports bauxite won and removed from State or Government lands or from private lands granted subsequent to the passing of the Mining Ordinance, 1903,* shall, on or before the 10th day of each month, present at the office of the Commissioner a statement showing (a) the quantities of bauxite won from the said lands during the then last previous calendar month (b) the quantities of bauxite the produce of the said lands which shall have been exported during the then last previous calendar month as aforesaid and the destinations and the names and addresses of the consignees (c) the quantity of bauxite won from the said lands and removed to private property and (d) if the whole or any part of the bauxite won from the said lands shall be manufactured within Guyana the amount of the products thereof manufactured during the then last previous calendar month as aforesaid and the amount of the bauxite required for the manufacture of the same and the amount of manufactured products exported during the then last previous calendar month as aforesaid. Every statement of export shall be accompanied by a certificate from the Comptroller of Customs showing the amount of each exportation. And the lessee shall pay the royalty on the amount of bauxite so exported or used in or for manufacture during the then last previous calendar month as aforesaid at the time of presenting each statement.

Monthly statement to be furnished regarding quantities of bauxite won, exported, etc.
[1 of 1903]

31. The parts of the Mining Regulations, referring to the employment of labourers, sanitary regulations, and the regulation of mines shall as far as they are applicable, apply *mutatis mutandis*, to all permissions and leases issued under these regulations.

Application of Mining Regulations.

FIRST SCHEDULE

FORM 1

reg. 3, 11 and 21

Reg. 23/5/1939

RECEIPT BY COMMISSIONER FOR APPLICATION FOR AN EXCLUSIVE PERMISSION
Guyana.

12/1947

4/1961

O. 15/1970

The Bauxite Mining Regulations

This is to certify that I have this day received from.....
..... on behalf of..... an application for an Exclusive
Permission under the Bauxite Mining Regulations for an area situate.....
..... and that the fee for filing this applica-
tion has been paid.
Dated this..... day of..... 19.....

(Signed)
Commissioner of Geological
Surveys and Mines

*No. 1 1903 repealed by the present Act.

FORM 2

reg. 11

EXCLUSIVE PERMISSION

Under the Bauxite Mining Regulations

Guyana.

By His Excellency the President of Guyana

Whereas an application has been made under the Bauxite Mining Regulations by

..... praying for the exclusive right of occupation and exploration of a certain tract of State land hereinafter described, situate, lying and being on for the purpose of testing the value thereof for Bauxite:

Whereas it appears to be expedient to approve the said application;

Now, therefore, I, by virtue of the power and authority in me vested do hereby permit the said

..... (hereinafter all included in the term "Permittee") under section 13(2) of the Mining Act, and the Regulations aforesaid to have the exclusive right to occupy and explore for the purpose of testing the value thereof for bauxite the unoccupied tract of State land hereinafter described, for the period of one year from the day of 19 .., viz :—

saves and except such portions of the said tract of land as were lawfully occupied by persons other than the Permittee previous to the day of 19 .., subject to the following conditions:

1. The Permittee shall on the 1st day of January and July in every year during the continuance of this Permission pay in advance and without demand to the Commissioner of Geological Surveys and Mines (hereinafter called the Commissioner) for and on behalf of Guyana, one moiety of a yearly rental or exploration fee of one cent for each and every acre of State land comprised within the tract specified in this Permission amounting to the sum of dollars and cents per annum; the first instalment of the annual rent shall be payable in respect of the period intervening between the date on which the Permittee was notified of the approval of the application, i.e., the day of 19 .. and the day of 19 .., and this Permission shall remain in force only so long as the rental is not in arrear:

Provided always that the amount so payable in respect of such annual rental fee shall be subject to any deduction which may hereafter be made under the provisions of clause 2 hereof.

2. The Permittee may from time to time abandon in writing any portion or portions of the tract included in this Permission, provided that no one of such portions to be so abandoned shall be less in area than one quarter of the area covered by this Permission, and when the Permittee shall have properly marked out the portions so to be abandoned, to the satisfaction

of the Commissioner, no rental shall be payable thereon from the date on which the next succeeding annual payment in respect of rental becomes due, and all such portions so abandoned shall thereupon become open for application by any person.

3. The Permittee shall during the said period of one year from the19..... have the right to explore and search the surface of the lands included in this Permission for bauxite and for that purpose to make geological and geophysical examinations on the ground and/or from the air and to dig and turn up the surface of the land to the extent necessary for the efficient exploration and to drill geological information boreholes.

4. The Permittee shall at all times during the continuance of this Permission maintain the services of a qualified geologist whose technical qualifications shall receive the prior approval of the Commissioner and who shall be resident in Guyana.

5. The Permittee shall within six months from the date hereof commence and thereafter diligently continue to examine geologically and/or by geophysical methods the said lands.

6. The Permittee shall at all times afford to the Commissioner or other officer in that behalf appointed by him all proper facilities for entering upon and inspecting the works and operations of the Permittee within the prospecting area and ascertaining the results thereof. The Permittee shall furnish to the Commissioner a half yearly report (which the Permittee hereby undertakes to have prepared) indicating the progress of operations under this Permission and the expenditure incurred on exploration. This report shall be presented at the office of the Commissioner on or before the 15th day of February and the 15th day of August in each year. The first of these reports shall be in respect of the period intervening between the day of and the day of and thereafter in respect of six-month periods up to the conclusion of exploration operations. Notwithstanding the provisions of condition 7 hereof, the Permittee shall forward to the Commissioner copies of borehole logs as and when they become available and at least once in each period of six months during the continuance of this Permission.

7. The Permittee shall on the expiry of the Permission each year and within three months of such expiry transmit to the Commissioner full information and such records of his search in the form of a geological map showing the locations of bauxite deposits within the area, and a report together with copies of borehole logs and such samples, as may be required by the Commissioner for the purpose of satisfying the President that the Permittee has taken sufficient steps for proving bauxite deposits.

This report shall be presented at the office of the Commissioner within three months of the date of expiry of the Permission.

8. The Permittee shall observe and comply with the provisions of all Mining, State lands and Forest Acts and all Regulations for the time being in force in so far as the same can be applied to a Permission of this kind, and the Permittee shall be taken and considered to be the person made liable thereunder.

9. This permission shall not confer on the Permittee any right to dig, work, mine or take away bauxite to any greater extent than shall in the opinion of the Commissioner be necessary to prove the quality and extent of the deposits of bauxite (if any) therein by taking sufficient samples thereof from different parts of the prospecting area.

10. This permission shall not confer on the Permittee any right to obtain or prospect for any coal or mineral oil or substance of a like nature or gold, silver, valuable minerals, precious stones, minerals from any deposit that may exist in or under the prospecting area or any part or parts thereof respectively nor shall this Permission confer on the Permittee any right to cut timber on the prospecting area except so far as shall in the opinion of the Commissioner be necessary for prospecting purposes all of which shall be saved and reserved to the State with the right to enter upon any part or parts of the land covered by this Permission and to search and mine for and carry away any coal or mineral oil or substance of a like nature or gold, silver, valuable minerals, minerals (other than bauxite) or precious stones as aforesaid or issue leases, licences or permissions to others to do so or to cut and remove timber or balata thereon or any substance or thing obtainable therefrom or from the State forests.

11. The Permittee shall not by any operations under this Permission impair the free access to any landing place in actual use at the date hereof in any river, creek, lagoon or waterway nor deposit any detritus earth, waste, refuse or tailings resulting from any operations nor allow the same to accumulate in any place so as in any way injuriously to affect the navigation of any river, creek, lagoon or waterway nor place the same on the banks thereof without the permission previously given in writing of the Commissioner nor moor any dredger, barge, boat or vessel so as to prevent or interfere with the free navigation of any river, creek, lagoon or waterway nor in any way interfere with or prevent any person whomsoever going to or from such landing place as aforesaid or passing or repassing with boats on any river, creek, lagoon or waterway or any person now or hereafter holding lands on the banks thereof using any river, creek, lagoon or waterway for drainage purposes or for any other purpose for which such persons may lawfully use the same and the Permittee shall carry on their operations under this Permission to the satisfaction of the said Commissioner.

12. This Permission shall not be assigned or transferred other than in

the manner prescribed by the Bauxite Mining Regulations.

13. This Permission shall be subject to the right of Amerindians to ~~oattle, camp, hunt in and traverse the tract hereinbefore described~~ without molestation, and to the right of any person to pass through or over the land to be occupied or explored hereunder to any land beyond and to which such person desires and is entitled to go.

14. The President may at any time direct that any portion of the land included in this Permission may be taken and used for public purposes, and when the President so directs, the land specified in the order of the President shall be taken and used for public purposes without giving the Permittee the right to claim compensation therefor, but the Permittee shall not be liable to pay the annual rental in respect of any land so taken.

15. The President may grant to any person or persons a Concession for constructing a railway or road ~~across or through any portion of the land specified in this Permission~~ without giving to the Permittee the right to any claim for compensation from the Concessionaire or the Government for any act done pursuant to any rights or privileges granted under such concession, provided that in the event of any question arising between the Permittee and the Concessionaire under this clause, the decision of the President on such question shall be final and binding on both parties.

16. If the Permittee shall make default in diligently searching and prospecting for Bauxite in the prospecting area or if the Permittee shall fail to comply with any State Lands, Mining or Forest Acts or Regulations for the time being and from time to time in force in Guyana or if the Permittee shall otherwise fail to perform any stipulation herein contained and on their part to be performed the President by himself or his agent may cancel and determine this Permission and may also enter upon the prospecting area in question or any part thereof and take possession thereof and all erections, plant, materials and things belonging to the Permittee and thereupon this Permission shall cease but the Permittee shall be entitled subject to payment of any sum which may be due at the time to the Government in respect of the said area to remove all erections, plant, materials and things thereon belonging to the Permittee within three months of the termination of this Permission.

17. Any notice or direction to be given under this Permission may in addition to any other method for the time being authorised for serving the same be given to the Permittee by leaving the same at the local registered address or registered office for the time being or by leaving the same with the local manager or local representative for the time being and any notice so left shall be deemed to have been given at the time it was so left.

18. In case it shall be proved to the satisfaction of the President that the exploration work done hereunder has led to the discovery of bauxite deposits in the prospecting area or any part thereof the President shall at

or before the expiration of this Permission at the request and cost of the Permittee grant to the Permittee a Lease or Leases of such part or parts as the Permittee shall select of the lands within the prospecting area in which such bauxite shall have been so proved, to consist of not more than the aggregate number and area laid down by the Regulations relating to bauxite mining for the time being in force and such Lease or Leases shall be in the form and contain the covenants and provisions set forth in the form of lease set out in the First Schedule to those Regulations and be for a period of twenty-one years or such longer period as in the opinion of the President may be warranted and the Permittee may desire.

19. This Permission may be renewed for two or more successive periods of one year each if the President is satisfied on each occasion that sufficient exploration work has been done during the previous year to warrant such extension or that good reason has been adduced why sufficient exploration work was not done.

20. Nothing in this Permission contained shall impose any personal liability on the President or any person or persons or corporation acting under the authority of the President.

21. The actual waiver of the benefit of any covenant or condition of this Permission on the part of the President shall not be assumed or deemed to extend to any instance or any breach of covenant or condition other than that to which such waiver shall specially relate nor to be a general waiver of the benefit of any such covenant or condition.

22. The receipt of any rent or other moneys by or on the part of the Commissioner shall not be construed as a waiver of any antecedent or then subsisting breach of any of the covenants or agreements on the part of the Permittee herein contained or implied or of any rights or remedies of the President by virtue of or in connection with any such breach.

23. Notwithstanding anything aforementioned in this Permission the Permittee shall expend a sum of not less than..... (\$) on exploration work on this area during the first year ending 19....., or during any subsequent year for which this Permission may be renewed.

Given under my hand and the Great Seal of Guyana at the Guyana House, Georgetown, Demerara, this..... day of..... in the year of Our Lord One Thousand Nine Hundred and.....

President

I accept the above Exclusive Permission on the terms and conditions therein stated.

..... Permittee.

Recorded this..... day of..... 19.....

*Commissioner of Geological
Surveys and Mines*

FORM 3

reg. 21

MINING LEASE

Under the Bauxite Mining Regulations

Guyana.

I
 President of the Republic of Guyana hereinafter called the "Lessor" which term whenever the context permits or requires shall be deemed to include the successor or successors in the said office and the Officer for the time being administering the Government, do hereby in consideration of the covenants, provisions and rents hereinafter reserved and subject to the Mining Act and the Bauxite Mining Regulations made thereunder in force at the date of the signing of this lease in so far as they are applicable to the same and not in conflict with any of the express or implied provisions of this lease, lease unto
 hereinafter all included in the term "Lessee" and
 the said
 do hereby take on lease the piece or parcel of State Land situate on the
 in the County of and more fully described
 as follows—Commencing at a paal

containing acres as shown on a Diagram by
 Government Surveyor, dated the day of
 Nineteen Hundred and hereunto attached, a duplicate of
 which diagram, along with a duplicate of this lease is on record in the office
 of the Department of Geological Surveys and Mines, Georgetown,
 Demerara.

To HOLD and enjoy the said premises for a term of years
 commencing from the day of Nineteen Hundred
 and for the purpose of winning working digging getting
 mining raising converting manufacturing and carrying away all Bauxite
 which may be found therein with the right to carry on upon the said land
 all operations incidental to or connected therewith including the right to
 erect on the said land such dwellings or erections as may be necessary for
 the purposes aforesaid and the right to erect thereon and on any interven-
 ing State and Government lands (but as to such intervening lands only in
 situations to be first approved of in writing by the Lessor) such aerial
 railways rail lines and other means of communication as may be required
 in order to connect the Lessee's workings on the said lands with navigable
 waterways nearest thereto or with the nearest railway:

Provided always that the Lessee shall have no right to take or extract
 from the said lands any gold silver or other metals or any minerals or
 precious stones, or mineral oil timber or other substance or thing except
 as herein provided all which things are hereby excepted and reserved out
 of this demise but so that this proviso shall not hinder or prevent the
 Lessee as incidental to or connected with their operations for the winning
 of bauxite from using or removing such materials as sand, soil, clay, rock,
 laterite and the like:

Provided also that the Lessee shall in the exercise of the powers and authorities hereby granted do as little injury and damage as can be to the said land or the timber thereon or to any such intervening lands or the timber thereon and shall conform to the provisions and restrictions hereinafter contained:

And provided also that if any Amerindians now occupy any of the said lands or intervening lands the Lessee shall not without the consent of the President disturb such Amerindians in their possession of those portions of the said lands now occupied by them.

YIELDING AND PAYING therefor the rent and royalties hereinafter mentioned and upon and subject to the following conditions:

Certain rent

1. The Lessee shall pay to the Commissioner of Geological Surveys and Mines (hereinafter called the "Commissioner") yearly in advance on the 1st day of January in each year without demand the certain annual rent of twenty cents (ten pence) for every acre or part of an acre.

Royalty.

2. (1) The Lessee shall pay royalty on all bauxite won or extracted from the said land and exported from Guyana at the rate of cents a ton of 2,240 pounds as prescribed in the Bauxite Mining Regulations, or such amount as may from time to time be prescribed by any Act or Regulations enacted or made after the date hereof.

(2) The Lessee shall pay royalty on all bauxite won or extracted from the said land and used for manufacture in Guyana at the rate of cents per ton 2,240 pounds as prescribed in the Bauxite Mining Regulations, or such amount as may from time to time be prescribed by any Act or Regulations enacted or made after the date hereof.

(3) Royalty as aforesaid shall be payable on all bauxite won from the said land and removed to private property whenever such bauxite is either exported from or used for manufacture in Guyana.

Returns for
Royalty.

(4) On or before the 10th day of each month the Lessee shall present at the office of the Commissioner a statement showing (a) the quantities of bauxite won from the said land during the then last previous calendar month (b) the quantities of bauxite the produce of the said land which shall have been exported during the then last previous calendar month as aforesaid and the destinations and the names and addresses of the Consignees (c) the quantity of bauxite won from the said land and removed to private property and (d) if the whole or any part of the bauxite won from the said land shall be manufactured within Guyana the amount of the products thereof manufactured during the then last previous calendar month as aforesaid and the amount of bauxite required for the manufacture of the same and the amount of manufactured products exported during the then last previous calendar month as aforesaid. Every statement of export shall be accompanied by a certificate from the Comptroller of Customs showing the amount of each exportation. And the Lessee shall pay the royalty on the amount of bauxite so exported or used in or for manufacture during the then last previous calendar month as aforesaid at the time of presenting each statement.

(5) Royalty at the rate payable on bauxite exported from Guyana shall be payable in each year on a minimum quantity of bauxite whether or not the same has been won or extracted and exported or used for manufacture in Guyana or mined but not removed and the minimum quantity on which such royalty shall be payable each year shall be the total reached by taking five tons of bauxite for each acre of the land hereby leased:

Minimum
Royalty.

Provided always that a Lessee shall only be required to pay a minimum royalty charge equivalent to the royalty on one, two, three and four tons for each acre for the first, second, third and fourth years of the term respectively and that such minimum royalty charge may be averaged over five-year periods the first of such periods commencing at the date of the commencement of the term granted by this Lease and the subsequent periods following consecutively so that production upon which royalty in excess of the minimum is paid in any year may be used by the Lessee to offset a deficit in any subsequent year within the five-year period but no excess of royalty which shall become payable in respect of any former five-yearly period shall be taken into account for answering the deficiency of any subsequent five-yearly period or any year thereof.

3. The conduct of the Lessee's mining and other operations shall be satisfactory to the Commissioner in all cases required herein or from time to time provided by law and in particular without restricting the generality of this provision of the Mining Regulations, referring to the Employment of Labourers, the Sanitary Regulations and the Regulation of Mines shall so far as they are applicable be complied with by the Lessee.

Mining to be
satisfactory to
Commissioner.

4. This Lease shall not confer on the Lessee any right to obtain mineral oil gold silver or other metals or minerals or precious stones from any deposit that may exist in or under the said land and all officers of the State and other persons thereto specially authorised by the Lessor shall at all times have the right to enter the said land for the purpose of obtaining mineral oil gold silver or other metals or minerals or precious stones therefrom. But no such authorisation shall be granted unless the Lessee shall first be given such notice as the Lessor shall think reasonable of the application therefor. The Lessee shall be entitled to an abatement of the fixed rent and of the minimum royalty payable under this Lease in respect of such parts of the said land as may be so entered upon and which owing to such entry the Lessee is unable to exploit and shall be secured free access to the residue of the said land. In case of such entry by officers of the State the Lessee shall not be entitled to any compensation unless the Lessee's works shall be taken or damaged in which event the Lessee shall be entitled to compensation to the extent only of such taking or damage and not in respect of any unworked bauxite or other value in the land entered upon but in case of such entry by other persons to whom any grant or lease in that behalf shall hereafter be made by the State and who shall not be acting as agents or on behalf of the State the grants or leases by the State to such other person shall contain covenants by the grantees licensees or lessees thereunder to compensate the Lessee

As to
mineral oil,
&c.

[Subsidiary]

Bauxite Mining Regulations

hereunder for all damage or loss occasioned to the Lessee hereunder by such entrance and the State having procured such covenants to be inserted in the said grants or leases shall be under no liability to the Lessee hereunder for the failure neglect refusal or inability of such other persons to compensate the Lessee hereunder for such damage as aforesaid.

Lessee to give immediate notice of discovery of gold, &c.

5. The Lessee shall give to the Lessor immediate notice of the discovery by the Lessee of mineral oil gold silver or other metals minerals or precious stones whether under or upon the said land.

The Minister may construct erect or set up or lay railway road electric wires or cables or pipe lines or grant concession therefor.

6. The President may construct erect set up or lay or may grant to any person or persons or corporation, who shall apply therefor (the Lessee having first been notified and having thereafter received three calendar months' previous notice in writing or six calendar months' previous notice if the said lands are in process of being worked for bauxite of the intention of the President in that behalf) a Concession to construct erect set up or lay a railway or road or electric wires or cables or pipe lines cross through over upon or under any portion of the said land and in case of any such railway or road or electric wires or cables or pipe lines being constructed the Lessee shall be secured free access to the remaining portions of the said land and shall be entitled to an abatement of the fixed rent and of the minimum royalty payable under this Lease in respect of such parts of the said land as may be occupied for the purposes of such railway or road or electric wires or cables or pipe lines in such manner as not to admit of the working of bauxite beneath the same and to compensation for all loss or damage occasioned to the Lessee by such railway or road or electric wires or cables or pipe lines:

Provided however that in case any such railway or road or electric wires or cables or pipe lines shall have been constructed by or on behalf of the State, the Lessee shall not be entitled to compensation unless the Lessee's works be taken or damaged in which event the Lessee shall be entitled to compensation to the extent only of such taking or damage and not in respect of any unworked bauxite or other value in the parts of the said land so occupied.

Lessee to make returns of his operations.

7. The Lessee shall so often as required in writing so to do by the Commissioner or other officer in that behalf appointed by him to furnish such true and proper returns and statistics or other particulars of the operations carried on upon the said lands and the result thereof as the Commissioner or other officer in that behalf appointed by him may require verifying the same if and when required so to do by a statutory declaration of the truth and correctness thereof.

As to lands required for public purposes.

8. If at any time during the said term any part or parts of the said lands shall be required for the purposes of any township or village road, canal, railway, railway-station or the approaches thereto, or tramways, or for any other public purpose whatsoever, it shall be lawful for the Commissioner (the Lessee having been notified and having thereafter received three

calendar months' previous notice in writing or six calendar months' previous notice if the said lands are in process of being worked for bauxite of the intention of the Commissioner in that behalf) to cause to be set out the part or parts of the said lands which are so required and so soon as the same shall be set out the bauxite within and upon such part or parts of the said land as shall so be set out shall cease to be included in this Lease and all powers and liberties hereby granted over the same part or parts of the said land shall cease to be exercisable by the Lessee and in such case the Lessee shall be secured free access to the remaining part or parts of the said land and shall be entitled to an abatement of the certain rent and of the minimum royalty payable under this Lease in respect of the area so appropriated but the Lessee shall not be entitled to compensation unless the Lessee's works shall be taken or damaged in which event the Lessee shall be entitled to compensation to the extent only of such taking or damage and not in respect of any unworked bauxite or other value in the area so appropriated:

Provided however that if the said road township or village canal railway railway station and approaches or tramways are to be owned otherwise than by the State any grant licence or authority for the construction thereof which shall be granted by the State to the undertakers constructors or intended owners thereof shall contain agreements on the part of the grantees or licensees thereunder to compensate the Lessee hereunder for all damage caused to the Lessee hereunder by the construction thereof and the State having procured such agreement to be made with the State or its officer shall be under no further liability to the Lessee hereunder for any subsequent failure neglect refusal or inability of such grantees or licensees to compensate the Lessee hereunder for such damage as aforesaid.

9. The Lessee shall make such provision for the disposal of detritus earth waste refuse or tailings resulting from any mining workings or other operations to be carried on by the Lessee so that the same shall not be or become a nuisance inconvenience or obstruction to any road tramway railway telegraph line rail dam or private or State Lands or Government Lands or in any manner occasion private or public damage or inconvenience.

Refuse to be disposed of so as not to be a nuisance.

10. The Lessee shall not by any operations under this Lease impair the free access to any landing place in actual use at the date hereof in any river creek lagoon or waterways nor deposit any detritus earth waste refuse or tailings resulting from any mining or other operations nor allow the same to accumulate in any place so as in any way injuriously to affect the navigation of any river creek lagoon or waterway nor place the same on the banks thereof without the permission previously given in writing of the Commissioner nor moor any dredger barge boat or vessel so as to prevent or interfere with the free navigation of any river or creek or lagoon or waterway nor in any way interfere with or prevent any person whomsoever going to or from any such landing place as aforesaid or passing or re-passing with boats on any river creek lagoon or waterway or any person

Lessee not to interfere with navigation.

now or hereafter holding lands on the banks thereof using any river creek lagoon or waterway for drainage purposes or for any other purpose for which such persons may lawfully use the same and the Lessee shall carry on all operations under this condition to the satisfaction of the Commissioner.

Lessee to remove water accumulated by his workings.

11. The Lessee shall from time to time upon being required in writing so to do by the Commissioner well and sufficiently bail and pump draw away and remove from the said land all water accumulated thereon by reason of the Lessee's workings or operations so far as such water shall in the opinion of the Commissioner be injurious to the owner or occupier of any adjoining land.

Not to assign, &c., without consent.

12. The Lessee shall not without the previous consent in writing of the Lessor transfer assign underlet or part with possession of the said land or any part thereof or their interest therein hereunder or any of the liberties power or privileges hereby granted.

Lessee to keep notice boards on boundaries.

13. The Lessee shall place and keep on the facade of the said land on or near to each boundary wall a board or tablet on which shall be printed in plain legible letters and figures the name of the Lessee the length of the facade the bearings and depth of the side-lines of the said land the number and date of the Lease under which the Lessee holds the premises and liberties hereby granted and the Lessee shall keep such board or tablet with such inscription in good repair during the continuance of the Lease and the Lessee shall also keep the boundary lines of the said land clear and open at all times to the inspection and reasonable satisfaction of any officer of the Department of Geological Surveys and Mines provided that where contiguous tracts are held by the Lessee only the external boundaries of such contiguous tracts shall be kept marked and open.

Right of way to State and Government lands.

14. The deposits of bauxite in the said land shall be worked in such a manner as to secure that the passage reasonably required across any and every portion of the said land to the State and Government lands aback of the said land is kept open to the officers and servants of the State and others thereto authorised by the Government.

Power to cut timber for certain purposes.

15. The Lessee may cut such timber from the said land as they shall require in mining and other operations subject to any regulations for the time being in force relating to timber on State lands and payment of royalty thereon but not further or otherwise and shall if the Minister so requires provide at their own expense watchmen to prevent any damage being done to timber growing on any of the said land.

Right of lessee to determine lease.

16. (1) Without prejudice to any obligation or liability imposed by or incurred under the terms and conditions hereof the lessee may at any time during the term hereby granted or any renewal thereof determine this Lease by giving to the Commissioner of Geological Surveys and Mines not less

than six calendar months' previous notice in writing to that effect.

(2) Without prejudice to any obligation or liability imposed by or incurred under the terms and conditions hereof the lessee shall be entitled at any time during the term hereby granted or any renewal thereof by giving six calendar months' notice in writing to the Commissioner of Geological Surveys and Mines to surrender the rights granted by this Lease in respect of any part or parts of the said lands:

Provided that—

(a) the part of the said land in respect of which the said rights are to be surrendered shall be a complete block or parcel of land, being not less than twenty-five per cent of the original area comprised in the lease;

(b) the Lessee shall be required to demarcate such complete block or parcel to be surrendered on the ground and deposit with the Commissioner of Geological Surveys and Mines the estimated cost of the survey and when the area to be surrendered has been ascertained by the Surveyor any difference between the amount deposited and the actual cost of the survey shall be refunded to the Lessee or paid by him as the case may be.

(3) Upon the determination by the Lessee of the term hereby granted or any renewal thereof or upon the surrender by him of the rights granted by this Lease in respect of any part or parts of the said lands the Lessee shall be entitled to a refund of an apportioned part of any certain yearly rent paid by the Lessee in advance in respect of the said lands or any such part or parts thereof for a period the whole of which has not expired at the date of such determination or surrender:

Provided that a refund in respect of the surrender of any part or parts of the said lands shall not be payable until the survey has been completed and the actual cost of the survey has been paid.

17. (1) In time of war or national emergency of the existence of which the President shall be sole judge, the Minister or his representative shall have the right of pre-emption of all bauxite or other products thereof the property of the Lessee wheresoever the same may happen to be at a price to be agreed upon between the Lessee and the President and the Lessee shall to the best of the Lessee's ability supply to the President or any person nominated by the President on being requested so to do such quantity of bauxite or the products thereof if any produced by the Lessee as he may require. In the event of no agreement being come to as to the price it shall be the commercial value of such bauxite or other products thereof of the Lessee if any at the place where it or they shall be so supplied to be determined by two arbitrators one to be appointed by the Lessor and the other by the Lessee with power to appoint an umpire in case of disagreement such arbitration to be held in Guyana under the Arbitration Act, or any statutory modification or re-enactment thereof for the time being in force:

Minister's
right of
pre-emption.

c. 7:03

Provided that if the amounts and times of delivery of bauxite required

[Subsidiary]

Bauxite Mining Regulations

by the President are in excess of the total capacity of the Lessee's plant the arbitrators shall so fix the price as to compensate the Lessee for any loss suffered by the Lessee by being required to increase the capacity of their plant. But no allowance for increase of plant shall be made if the joint demand from the said land referred to in this Lease and any other lands to be leased under any Exclusive Permission or Permissions that may be granted the Lessee does not together exceed 10,000 tons a year. For the purposes of this Clause plant includes equipment and the necessary facilities.

Lessee to furnish certain information.

(2) To assist in arriving at the commercial value aforesaid the Lessee shall furnish for the confidential information of the President and arbitrators if so required particulars of the quantities descriptions and prices of such Bauxite or other products thereof if any sold to other customers and of charters entered into for freight and shall exhibit to the President original or authenticated copies of contracts or charter-parties entered into for sale or freightage of such bauxite or other products thereof if any.

During war no bauxite to be supplied without permission to any alien.

(3) In time of war or national emergency of the existence of which the President shall be the sole judge the Lessee shall not without the permission in writing of the President or his representative first had and obtained supply either directly or indirectly any bauxite from the said land or the resulting products thereof if any whether the same shall for the time being be in Guyana or elsewhere to any alien. The President shall be at liberty if he thinks fit to prohibit absolutely or subject to such conditions and restrictions as he may think fit the removal from Guyana of any bauxite or the products thereof.

President's representative.

(4) For the purpose of this Clause, the President may appoint as his representative any person or corporation or officer under the name of his office whether in Guyana or elsewhere and either generally or for a particular purpose.

Power to Lessor to determine Lease and re-enter.

18. (1) If at any time after the expiration of two years from the date hereof the average annual amount of bauxite extracted by the Lessee under these presents shall not exceed in the whole tons per annum during the then next five years and tons per annum in the eighth and every subsequent year of the said term on the average of any five consecutive years of the said term or in the event of any of the provisions hereof not being complied with within three calendar months after the Commissioner shall have given the Lessee written notice of default in compliance therewith or if any of the other terms and conditions herein contained and on the part of the Lessee to be performed or observed are not complied with or if the rent and royalty payable hereunder or either of them or any part thereof respectively shall at any time be in arrear and unpaid for six calendar months after the same shall be payable whether the same shall have been legally demanded or not then and in any such case it shall be lawful for the Lessor in his absolute and uncontrolled discretion although he may not have taken advantage of some previous default of a like nature by writing under his hand to

determine this Lease and all the liberties, powers and privileges hereby granted and (if and so far as it may be necessary to recover possession of the said demised premises or any part thereof) to re-enter on the said lands and to take possession of the same and all buildings erections machinery plant and materials thereon without paying any compensation for buildings or machinery or structures erected by or plant or materials of the Lessee on the said lands without prejudice to any right of action or remedy which shall have accrued to the President in respect of any antecedent breach by the Lessee of any of the covenants conditions or provisions herein contained, but the Lessee shall be entitled subject to the payment of all sums due at the time to the State thereafter to remove all erections plant material and things belonging to the Lessee on the said lands. A Certificate under the hand of the Minister that the Lessor has determined the Lease shall be accepted in all Courts of Law as sufficient evidence of the fact without verification of the signature of the Minister.

(2) Without prejudice to any obligation or liability imposed by or incurred under the terms and conditions of this Lease, the provisions of the preceding subclause relating to the power of the Lessee to determine this Lease for failure by the Lessee to extract the requisite average annual amount of bauxite within the periods stated shall be inoperative from and after the date on which the Lessee shall to the satisfaction of the Commissioner of Geological Surveys and Mines erect or cause to be erected in Guyana a plant or plants with a capacity for washing and drying an aggregate of at least fifteen thousand gross tons of bauxite ore per annum.

19. At the expiration or sooner determination of the said term the Lessee will quietly yield and deliver up the said demised premises together with all additions and improvements on the said lands:

Lessee to deliver up the lands at determination of term with power to remove machinery.

Provided however that the Lessee may at any time within twelve calendar months after the determination of the said term remove any buildings machinery or structures erected by the Lessee on the said lands but so that such buildings or machinery or structures erected on the said lands shall not be removed so long as the Lessee is indebted to the State for rent or royalty.

20. It shall be lawful for any officer authorised in that behalf by the Minister or the Commissioner to enter upon the said land at such times as may be reasonable to inspect the boundary lines boards tablets and posts placed thereon.

Power to inspect works and notice boards.

21. The Lessee paying the rent and other sums of money hereby reserved and performing all the covenants and conditions to be by the Lessee observed and fulfilled hereunder shall and may peaceably and quietly possess and enjoy the premises hereby demised without any interference by the Lessor or any person claiming to be lawfully acting under him.

Provision for quiet enjoyment by Lessee.

22. The Lessor will at the request of the Lessee do and execute all such acts deeds and things for further and more perfectly assuring the said

Further Assurance.

(Subsidiary)

Bauxite Mining Regulations

premises rights and privileges unto the Lessee in manner aforesaid as may be reasonably requested.

Receipt of rent not to waive breach of covenant.

23. The receipt of any rent or other moneys by or on the part of the Commissioner or Accountant General or the Lessor shall not be construed as a waiver of any antecedent or then subsisting breach of any of the covenants or agreements on the part of the Lessee herein contained or implied or of any rights or remedies of the Lessor by virtue of or in connection with any such breach.

Notices.

24. Any notice or direction, to be given under these presents or relating to the said land may in addition to any other method for the time being authorised for serving the same be given to the Lessee by leaving the same at the Lessee's Registered Office for the time being in Guyana or by leaving the same with their Local Manager or Local Representative for the time being and any notice so left shall be deemed to have been given at the time it was so left.

Minister not to be personally liable.

25. Nothing herein contained shall impose any personal liability on the Lessor or on any person persons or corporation acting under the authority of the State.

Bauxite.

26. For the purposes of this Lease the expression Bauxite shall include as well the mineral so named every other mineral of like nature which in the opinion of the Commissioner is of equal merchantable value or quality and references to the mining of Bauxite shall be construed so as to include every method by which the same shall in fact be won from the said land.

Arbitration.

27. Except as provided in Clause 17 hereof every dispute difference or question which shall at any time arise between the said parties hereto or their successors or assigns or any of them touching the construction meaning or effect of these presents or any clause herein contained or the rights or liabilities of the said parties respectively under these presents or otherwise howsoever in relation to the premises shall be referred to the arbitration of two persons (one to be appointed by each party to the reference) or their umpire and this shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act (Chapter 7:03 of the Laws of Guyana) or any statutory modification or re-enactment thereof for the time being in force the provisions whereof shall apply as far as applicable and such Arbitration shall be held and conducted in Guyana accordingly.

Marginal Notes.

28. In these presents the marginal notes are intended for convenience of reference only and shall not be taken into consideration in ascertaining the construction of these presents or any clause or provision thereof.

IN WITNESS whereof the parties hereto have signed these presents at the City of Georgetown on the _____ day of _____ in the year 19____, and at _____ aforesaid on the _____ day of _____ in the year 19____, in the presence of the undermentioned witnesses.

L.S.

President

Lessee

Witnesses to the signature of the Lessee this _____ day of _____ 19____.

Recorded this _____ day of _____ 19____.

*Commissioner of Geological
Surveys and Mines*

**SECOND SCHEDULE
TABLE OF FEES**

regs. 3, 11, 19
and 23.

| | \$ c. |
|--|-------|
| For filing an application for an Exclusive Permission or a Lease | 10 00 |
| For filing any notice of intended transfer of an Exclusive Permission or a Lease | 4 00 |
| For a certified copy of an Exclusive Permission or a Lease—per page... | 50 |
| For a certified copy of a diagram attached to an Exclusive Permission or Lease | 2 00 |
| For a compass survey of the boundaries of any area for which an Exclusive Permission is applied (exclusive of the cost of cutting boundary lines)— | |
| For the first 500 acres | 50 00 |
| For every additional acre up to 5,000 acres | 02 |
| For every additional acre over 5,000 acres | 01 |
| For a precise survey of the boundaries of any area applied for under a Lease (including the cost of cutting boundary lines)— | |
| For the first 50 acres or part thereof | 30 00 |
| For every additional acre over 50 and up to 500 acres | 30 |
| For every additional acre over 500 acres up to 1,000 acres | 20 |
| For every additional acre over 1,000 acres | 10 |

Provided that where the actual cost of surveying any tract above 1,000 acres exceeds the amount deposited, the applicant shall pay the excess cost after survey, and similarly, where the actual cost is less than the amount deposited, the applicant shall be entitled to a refund of the difference. The "actual cost of survey" shall include the surveyor's salary and allowances.

LAWS OF GUYANA

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Cap. 65:01

Mining

[Subsidiary]

Bauxite Mining Regulations

reg. 19.

THIRD SCHEDULE

NOTICE OF INTENDED TRANSFER OF PERMISSION OR LEASE
Guyana.

The Bauxite Mining Regulations

I of
intend to transfer to of
* of my
right, title, and interest in and to the following Permission

Insert shares
to be
transferred.

(Signed)

Transferor

Accepted by me to be held subject to said Regulations.

(Signed)

Transferee

Registered Address

Dated this day of 19.....

reg. 19.

FOURTH SCHEDULE

CERTIFICATE OF TRANSFER OF PERMISSION OR LEASE BY
SALE AT EXECUTION

Guyana.

The Bauxite Mining Regulations

I, the undersigned, Commissioner of Geological Surveys and Mines,
do hereby certify that the transfer by sale at execution of
rights under Permission No dated
has been duly recorded by me in the Register of Concessions, Leases and
Licences in my Office and that the purchaser at
execution sale is now the holder of such rights by transfer of such Con-
cession, Lease or Licence.

Dated at Georgetown, this day of

Commissioner of Geological
Surveys and Mines