

IN THE JUDICIAL COMMITTEE
OF THE PRIVY COUNCIL

No. 1 of 1971

ON APPEAL FROM

THE FEDERAL COURT OF MALAYSIA

B E T W E E N:

PEGANG MINING COMPANY LIMITED
(formerly known as PEGANG
PROSPECTING COMPANY LIMITED)

Appellants

- and -

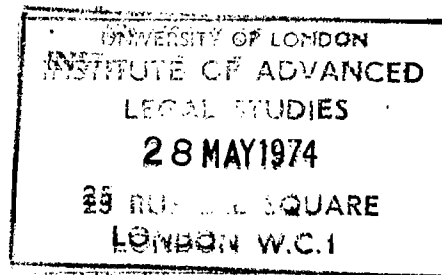
1. CHOONG SAM
2. LEE CHIM YEE AND CHAN HON
PENG (f) AS EXECUTORS OF
THE ESTATE OF CHAN PHOOI
HOONG DECEASED
3. TONG SWEE KING (f)
AS EXECUTRIX OF THE ESTATE
OF HO KOK YEW (DECEASED)

Respondents

RECORD OF PROCEEDINGS

(VOLUME 3)

Exhibits - pages 277 to 411



PARKER GARRETT & CO.,
St. Michael's Rectory,
Cornhill,
London, EC3V 9DU

Solicitors for the
Appellants

GRAHAM PAGE & CO.,
51, Victoria Street,
London,
SW1H 0EU

Solicitors for the
Respondents

A.2 (p.586) - LETTER FROM EVATT & CO. TO
CHAN PHOOI HOONG.

Exhibits

EVATT & CO.
CHARTERED ACCOUNTANTS

P.O.Box 136,
Chartered Bank Chambers,
Ipoh, Malaya.

A.2 (p.586)

Letter from
Evatt & Co. to
Chan Phooi
Hoong.

REGISTERED

PPCL/V

7th January, 1949.

Mr. Chan Phooi Hoong,
164 High Street,
KUALA LUMPUR.

7th January,
1949

10

Dear Sir,

PEGANG PROSPECTING CO. LTD.
M.L. 11544 Lot 29651

We are instructed to advise you that the Directors feel that they have now given you ample time to conclude satisfactory arrangements for the working of the above Lot which you are unable to work in accordance with the terms of Sublease No.66/37.

20

More than five months ago they gave their approval to the area being let under haptong arrangements to Towkay Foong Seong, and they have waited patiently while your sublessee negotiated for the maximum rate of tribute he could obtain from Towkay Foong Seong, although this rate did not affect the tribute of 7% payable to the Company. We understand that the sub-sublessee has now agreed a rate of tribute with Towkay Foong Seong but has now sought to impose a further condition of a substantial deposit.

30

The Company has now lost 4 - 5 months revenue from this area and we have to advise you that unless mining operations are commenced on it on the scale provided in the sublease, within a period of 1 month from this date, the Company will take action to have Sublease 66/37 cancelled.

Yours faithfully,

Sd: Evatt & Co.,

Secretaries.

ExhibitsA.2 (p.588) - LETTER FROM CHAN PHOOI HOONG
TO EXECUTRIX OF ESTATE OF HO
KOK YEW.A.2 (p.588)

Letter from
Chan Phooi Hoong
to Executrix
of Estate of
Ho Kok Yew.

CHAN THYE LEE,
MINERS & PLANTERS

Head Office
164 High Street,
Kuala Lumpur.

10th January,
1949.

BY REGISTERED POST

10th January, 1949.

10

The Executrix
Estate of Ho Kok Yew deceased,
2-4 Lau Ek Ching Street, Ipoh.

Dear Madam,

Pegang Prospecting Co.Ltd.
M.L. 11544 Lot 29651

The above lot is, among other lots, subleased to the late Mr. Ho Kok Yew on behalf of the Khong Heng partnership under agreement.

At a conference held in Ipoh last year it was inter alia agreed that the above lot was to be subsubleased to Towkay Foong Seong under huptong.

20

It has now come to the notice of the Company that you or your representative sought to impose a further condition of substantial deposit on Towkay Foong Seong and that the question of the huptong is still under abeyance. The Company now feel dissatisfied over the present position and they have issued me a notice, copy of which I enclose for your information. That copy letter is self-explanatory.

30

As the Company have given me such a notice, I feel obliged to give you a similar notice, namely, that unless mining operations are commenced within the period of one month from the 7th instant on the land your rights as sublessee of Sublease No.66/37 shall be cancelled. Should this contingency arise, you shall also be held responsible for any loss or damage which I may sustain by reason of your attitude or omission. I have no intention to be harsh but I hope you will realise the seriousness of the matter.

40

Yours faithfully,
Sd: Chan Phooi Hoong,
By His Attorney,
Chan Kwong Soon.

A.2 (p.591) - LETTER FROM KHONG HENG KONGSI
TO CHAN PHOOI HOONG.

Exhibits

A.2 (p.591)

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA

Letter from
Khong Heng
Kongsi to Chan
Phooi Hoong.

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA

Town Office:
2-4, Lau Ek Ching Street,
Ipoh, Malaya.

21st January,
1949

Friday,
21st January, 1949.

10 Chan Phooi Hoong Esq.,
Chop Chen Thye Lee,
164 High Street,
Kuala Lumpur.

Dear Sir,

Pegang Prospecting Co. Ltd.
M.L. 11544 Lot 29651

I have to acknowledge receipt of your letter of the 10th instant.

20 It is a fact that I agreed to grant as one of the terms of a new comprehensive agreement a huptong to Foong Seong over a small area of the mining rights of the Khong Heng Kongsi held under subsisting sub-leases and written agreements.

Such a huptong can only be granted upon the terms settled by the Khong Heng Kongsi and will only be granted after execution of the comprehensive new agreement a copy of which I sent you.

30 In other words the execution of a new agreement covering the whole of the original areas is a condition precedent to the grant by the Kongsi of any sub-rights or of the surrender of any of its own rights.

The Khong Heng Kongsi cannot and will not allow you to state terms and conditions of any sub-rights to be granted by the Kongsi and cannot allow you to interfere with any negotiations to that end.

Exhibits

A.2 (p.591)

Letter from
Khong Heng
Kongsi to Chan
Phooi Hoong.

21st January,
1949

(continued)

As to the deposit I asked for, this is quite in accordance with the usual practice and in fact is a normal precaution to cover the obligations of the miner under the sub-leases.

While I am prepared to consider the reduction of the quantum of the deposit I must nevertheless insist upon a deposit being made.

My negotiations so far with Foong Seong are purely negotiations and nothing more.

I wish to emphasis now that those negotiations will remain negotiations and nothing more until the new comprehensive agreement has been signed by all parties to it.

10

Until that time the Khong Heng Kongsi standings by its existing rights.

In view of what I have written perhaps you will now be good enough to return the draft agreement I sent you with your views.

A brief perusal of the provisions of Ordinance 30 of 1947 should convince you that the attitude taken up by the Kongsi is the correct one.

20

Yours faithfully,

Sd: T.S.K.

Managing Partner
Khong Heng Kongsi.

c.c. Pegang Prospecting Co.Ltd.
P.O. Box 136,
Ipoh.

A.2 (p.596) - LETTER FROM EVATT & CO. TO
MADAM TONG SWEE KING.

Exhibits

A.2 (p.596)

EVATT & CO.,
CHARTERED ACCOUNTANTS

Letter from
Evatt & Co. to
Madam Tong
Swee King.

P.O. Box 136,
Chartered Bank Chambers,
Ipoh, Malaya.

9th February,
1949.

PPCL/V

9th February, 1949.

10 Madam Tong Swee King,
2, Lau Ek Ching Street,
Ipoh.

Dear Madam,

PEGANG PROSPECTING CO LTD.
M.L. 11544 LOT 29651

Your letter of 21st January addressed to Mr. Chan Phooi Hoong has been considered by the Directors.

20 They consider that the rights of all parties are adequately covered by the existing agreements and subleases, and the Company is prepared to stand by the terms of the agreements and subleases if the other parties carry out their responsibilities. They do not consider that there is any need for a further "comprehensive" agreement as requested by you, and they are not prepared to sign one.

Mr. Greenwood states that he has discussed this with Mr. Tong Sam Pooi, your attorney, and has advised him of the Directors' views.

30 Mr. Tong Sam Phooi stated that you require the consent of the Company before you could grant a huptong to Towkay Foong Seong; on 11th November last we advised you that as owners of the land and sublessors of S/L 66/37, we gave our formal consent to the proposed huptong and on 10th January Mr. Chan Phooi Hoong advised you that it

ExhibitsA.2 (p.596)

Letter from
Evatt & Co. to
Madam Tong
Swee King.

9th February,
1949

(continued)

was agreed that this Lot should be sub-
subleased to Towkay Foong Seong, and we do not
know what further authority can be required.

The notice to Mr. Chan Phooi Hoong dated
7th January for cancellation within one month if
mining operations were not commenced expired on
7th February.

Action has been held up for a few days as
we understand that you are on the point of
executing the huptong and the Directors would like
to know by 14th February whether the huptong has
been completed and they require a signed copy. 10

If action to cancel the sublease is
commenced, it is doubtful whether your subsequent
agreement to execute a huptong would cause the
Directors to discontinue the application for
cancellation.

Yours faithfully,

Sd: Evatt & Co.,

Secretaries. 20

A.2 (p.599) - LETTER FROM KHONG HENG KONGSI
TO THE SECURITIES, PEGANG
PROSPECTING CO. LTD.

Exhibits

A.2 (p.599)

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA

KHONG HENG KONGSI,
PAPAN
PERAK, MALAYA

Town Office:
2-4 Lau Ek Ching St.,
Ipoh, Malaya.

Letter from
Khong Heng
Kongsi to the
Secretaries,
Pegang Pros-
pecting Co.Ltd.

10

Thursday,
17th February, 1949.

17th February,
1949.

Messrs Pegang Prospecting Co.Ltd.
P.O. Box No.136
Chartered Bank Chambers, Ipoh

Dear Sirs,

M.L. 11544

I have received your letter of the 9th instant.

I note that your Directors consider that the rights of all parties are adequately covered by the existing agreements and subleases.

20

I think you will admit that your Directors proposed that certain rights set out in those existing documents should be varied and given to other parties.

I and my partners acceded to those proposals subject, as stated, to the agreement and consent of the Loans Board.

30

May I under these circumstances take it as decided and final that your Directors accept and agree to all the terms and conditions as set out in the draft comprehensive agreement sent to you? I am merely asking now for a reply that your Directors agree that what is set out therein correctly and categorically represents what has been agreed between your Company, my partners and Mr. Chan Phooi Hoong in regard to the variations proposed.

Will you please say.

Yours faithfully,

40

Sd: Khong Heng Kongsi
T.S.K.
Managing Partner.

Exhibits

A.2 (p.600) - LETTER FROM KHONG HENG
KONGSI TO THE SECRETARIES,
PEGANG PROSPECTING CO. LTD.

A.2 (p.600)

Letter from
Khong Heng
Kongsi to the
Secretaries,
Pegang Pros-
pecting Co.Ltd.

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA.

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

Town Office:
2-4 Lau Ek Ching Street
Ipoh, Malaya.

19th February,
1949.

Saturday,
19th February, 1949

10

Secretaries,
Messrs Pegang Prospecting Co Ltd.,
P.O. Box No. 136
Ipoh.

Dear Sirs,

M.L. 11544 Lot 29651

I have for acknowledgment and reply your
letter of the 16th instant.

I think I may say that all matters under
discussion between myself and Mr. Foong Seong
through his representative have now been agreed.
It remains for me to report this change of the
mining of this particular lot of land to the Tin
Mines Loans Board and to obtain their consent as
soon as I have received a reply in the affirmative
from you to my letter of the 17th instant, on
the new terms and conditions of working the whole
area generally.

20

Yours faithfully,

Sd: Khong Heng Kongsi,

30

T.S.K.

Managing Partner.

A.2 (p.601) - LETTER FROM EVATT & CO. TO
MADAM TONG SWEE KING.

Exhibits

A.2 (p.601)

EVATT & CO.
Chartered Accountants

P.O. Box 136
Chartered Bank Chambers
Ipoh, Malaya.

Letter from
Evatt & Co. to
Madam Tong
Swee King.

PPCL/V

21st February, 1949.

21st February,
1949.

Madam Tong Swee King,
Executrix of
The Estate of Ho Kok Yew, Deceased,
2, Lau Ek Ching Street,
I P O H.

10

Dear Madam,

PEGANG PROSPECTING COMPANY LTD.
M.L. 11544

We are in receipt of your letters of the 17th
& 19th instant.

The variations to the existing agreements
which have been proposed by the Company have been
for the mutual benefit of the three parties
concerned with a view to obtaining tributes from
areas which you as sublessee or sub-sublessee
cannot fit into your mining scheme.

20

As we have already informed you, the
Directors are not prepared to enter into a new
"comprehensive agreement" with you, nor we believe
is Mr. Chan Phooi Hoong, and such being the case
there is no point in confirming or disputing the
draft agreement submitted by you.

30

Will you be good enough to advise us when you
apply to the Tin Mines Loans Board for permission
to grant the huptong to Towkay Poong Seong. The
continued loss of revenue through the delay in
finalising this matter is a serious matter to the
shareholders, of whom you hold the largest number
of shares.

Yours faithfully,

Sd: Evatt & Co.,

Secretaries.

ExhibitsA.2 (p.607)

A.2 (p.607) - LETTER FROM KHONG HENG
KONGSI TO THE SECRETARIES,
PEGANG PROSPECTING CO.LTD.

Letter from
Khong Heng
Kongsi to the
Secretaries,
Pegang Pros-
pecting Co.Ltd.

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA

Town Office:
2-4 Lau Ek Ching St.,
Ipoh, Malaya.

23rd March,
1949

Wednesday,
23rd March, 1949.

10

Secretaries,
Messrs Pegang Prospecting Co Ltd.,
P.O. Box No.136
Ipoh.

Dear Sirs,

I refer to my letter of the 10th instant to you and write to inform you that Mr. Tong Sam Poy together with the solicitor to the Khong Heng Kongsi called upon the solicitor of the Tin Mines Rehabilitation Loans Board on the 22nd instant and laid the whole position before them explaining fully the proposed new arrangements and asking for the Board's directions in regard to the proposed variations from the working rights held by the Khong Heng Kongsi.

20

As these variations are considerable and somewhat complicated, I was requested to forward to the Board through its solicitors a copy of the draft comprehensive agreement, a tracing of the area affected and other documents.

30

This matter is now being attended to and I will report to you the directions and decision of the Board as soon as they reach me.

Yours faithfully,

Sd: Khong Heng Kongsi
T.S.K.
Managing Partner.

A.2 (p.608) - LETTER FROM THOMAS & HORNIDGE
TO SENIOR INSPECTOR OF MINES

Exhibits

A.2 (p.608)

THOMAS & HORNIDGE
Consulting Mining Engineers

P.O. BOX 119,
No. 1 Brewster Road,
Ipoh, Malaya.

Letter from
Thomas &
Hornidge to
Senior Inspec-
tor of Mines,

31st March,
1949

HFGG/CKL

31st March, 1949.

10 Technical Adviser,
Office of the Senior Inspector of Mines,
New Government Office,
Batu Road,
Kuala Lumpur.

Dear Sir,

Estate of Ho Kok Yew
Khong Heng Kongsi

20 Subsequent to receipt of a letter from above
with information that they had laid before the
Loans Board Solicitor "the proposed variations
from the working rights held by the Khong Heng
Kongsi" the Secretaries of the Pegang Prospecting
Co. Ltd., of which the writer is a Director, have
requested us to explain to you the Company's
position and action.

2. The Pegang Prospecting Co. wish to protect
their Sub-Lessees (Estate of Ho Kok Yew) in
every way, and do not wish to prejudice mining
operations or restrict the area or reserves which
the mine is able to work effectively.

30 3. The Estate of Ho Kok Yew held subleases over
the whole of the Company's property in the
vicinity of the mine and has done so for the past
20 years. At a meeting of all interested parties
it was agreed that it was not possible for the
above to work certain areas within the foreseeable
future and that the land had been lying idle at the
expense of the Company since the Sublease was
granted 20 years ago. The Company wished to
40 have the land mined as early as possible and it
was mutually agreed that the northern slopes from

ExhibitsA.2 (p.608)

Letter from
Thomas &
Hornidge to
Senior Inspec-
tor of Mines.

31st March,
1949

(continued)

the crest of the hill comprised in the northern portion of M.L. 8899 which was of no use to the above should be deleted from the Sublease, in return for which the Company would pay the Estate 2% tribute on all ore won from the land deleted. A plan attached shews the area coloured red.

4. M.L. 11544 Lot 29651

This lot is an isolated block south of the main road and accommodates the Sungei Johan. The Estates cannot mine this land and in view of this they agreed to Sublease to Foong Seong's Mine, immediately adjoining on the southern boundary at a tribute of 15%. The Company receive 7% and the two sublessees 4% each.

10

5. It is likely that the areas mentioned above were embodied as reserves in the loan application from the Estate. It is not possible to incorporate them in the operations of the mine either now or in the future so that their deletion from the "reserve" does not affect the mine adversely. On the contrary both the Estate, the Company will benefit from the arrangements made to get the land worked.

20

6. As stated above the Company does not wish to prejudice the Estate or mine in any way, but to do all they can to assist the mine.

We trust the disposal of the land as described above will not affect the loan approved to the mine and will not meet with opposition from the Board.

30

Yours faithfully,

Sd: Thomas & Hornidge

H.F.C. Greenwood
Consulting Mining Engineers.

Estate of Ho Kok Yew, decd.
4, Lau Ek Ching Street,
Ipoh.

Copied for your information
Signed
2.4.49

A.2 (p.614) - LETTER FROM CHAN PHOOI HOONG
TO ESTATE OF HO KOK YEW

Exhibits

A.2 (p.614)

CHOP CHAN THYE LEE,
TIN MINERS.

Letter from
Chan Phooi Hong
to Estate of
Ho Kok Yew

Head Office:
No.164 High Street,
Kuala Lumpur.

13th May 1949

13th May, 1949.

10 Mrs. Ho Kok Yew,
Administratrix of Estate of
Ho Kok Yew dec'd.,
2-4 Lau Ek Ching Street,
Ipoh.

Dear Mrs. Kok Yew,

Mining Lease No. 11544

You will remember when I last visited Ipoh you told me that you were seeking the approval by the Loans Board to your executing a huptong agreement in favour of Mr. Foong Seong.

20 It is quite a long time now and I shall be glad if you will let me know by return what is the present position. As it is, any delay in the matter would not be to our mutual benefit. Besides, I do not like the Pegang Prospecting Co. raising any more objections. Please let me know by return.

Yours faithfully,

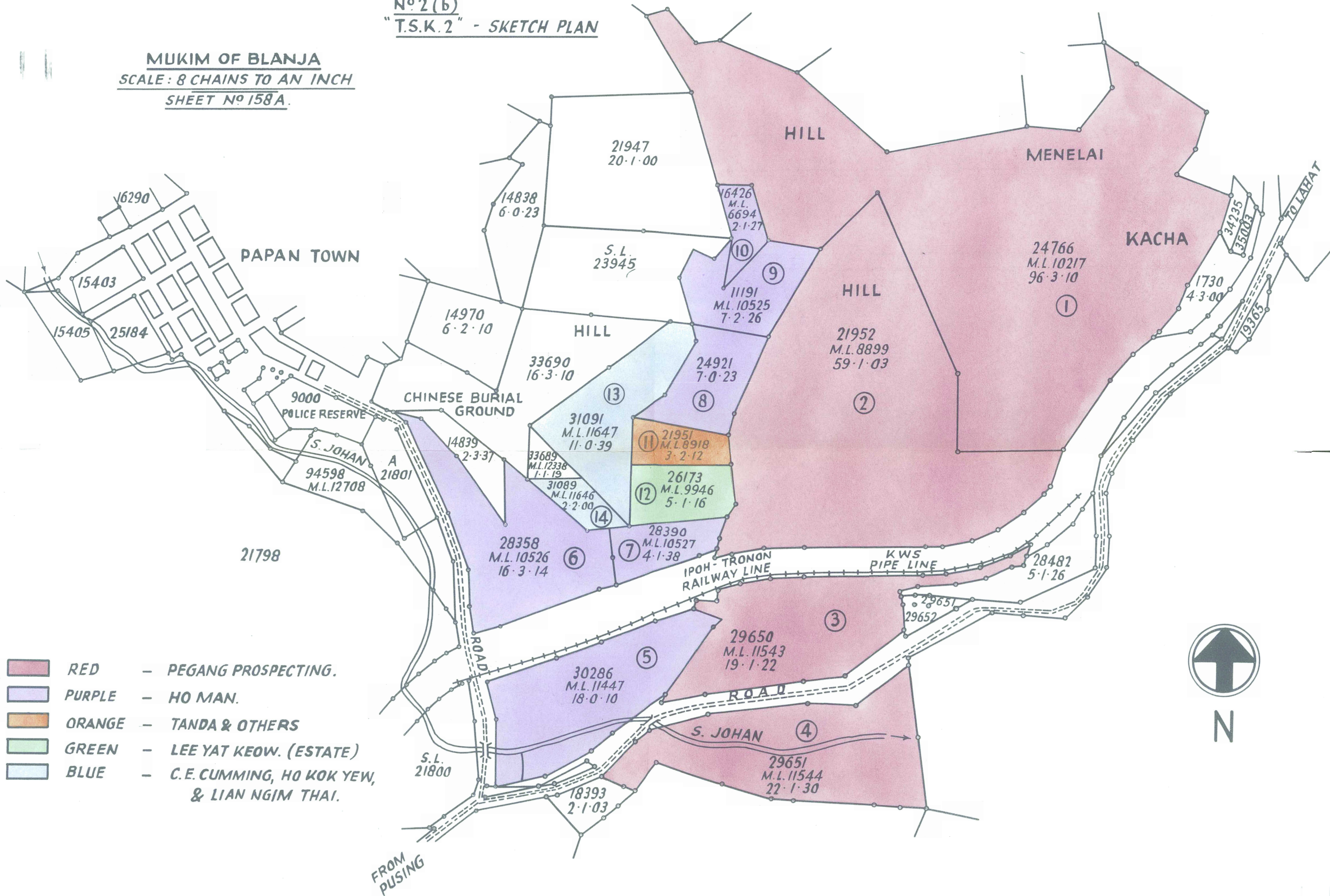
Sd: Chan Phooi Hoong

By His Attorney,

30 Chan Kwong Soon.

N^o 2 (b)
 "T.S.K. 2" - SKETCH PLAN

MUKIM OF BLANJA
 SCALE: 8 CHAINS TO AN INCH
 SHEET N^o 158 A.



- RED - PEGANG PROSPECTING.
- PURPLE - HO MAN.
- ORANGE - TANDA & OTHERS
- GREEN - LEE YAT KEOW. (ESTATE)
- BLUE - C.E. CUMMING, HO KOK YEW, & LIAN NGIM THAI.



ExhibitsA.2 (p.619) - LETTER FROM THOMAS & HORNIDGE TO
THE SECRETARY, CHINESE TIN MINES
REHABILITATION LOANS BOARD.A.2 (p.619)

Letter from
Thomas &
Hornidge to the
Secretary,
Chinese Tin Mines
Rehabilitation
Loans Board.

THOMAS & HORNIDGE
Consulting Mining Engineers

P.O. Box No.119
No. 1 Brewster Road,
Ipoh, Malaya.

HFCG/CK.

6th July, 1949.

6th July 1949

Secretary,
Chinese Tin Mines
Rehabilitation Loans Board,
1, Clarke Street,
Kuala Lumpur.

10

Sir,

Estate of Ho Kok Yew
Khong Heng Kongsí (Mine No.5)

With reference to your No. 103 in CTLC/P/328, we fear there is some misunderstanding in this matter. The representative of the Estate appreciated long ago that there was no question of Pegang Prospecting Co., Ltd. entering into any fresh agreement due to the fact that the present agreement contains dumping facilities for the mine which for certain reasons it would be almost impossible to replace. It was mutually agreed many months ago that any additional agreement was not necessary.

20

2. We were informed to-day by the representative of the Estate, Mr. Tong Sam Poy, that the delay was due to the Board, or the Solicitors of the Board as we were told, requiring an assurance that the abandoned railway reserve adjoining the mine and applied for by Pegang Prospecting would be subleased to the mine as soon as a mining title was received as a quid pro quo for the subletting of M.L. 11544.

30

3. We attach hereto a letter from the Secretaries, Pegang Prospecting Co. Ltd. giving the assurance requested.

40

4. It is to the advantage of all parties concerned that M.L. 11544 should be mined as early as possible. The Foong Seong Mine to

which it is proposed to sublease this land, as stated in our letter to the Technical Adviser dated 31st March, 1949, will soon have worked beyond the land and the opportunity to have it mined immediately will be lost. This lease is an isolated block cut off from the above mine by the main road and accommodates the S.Johan which have to be deviated at considerable expense. The Estate could not mine this land even were it to continue on their reserve of lands and it will help no one if we are prevented from getting it worked now.

10

5. In view of the above may we or the Estate be giving the Board's approval to Sublease M.L. 11544 to Mr. Foong Seong. We shall be obliged if this matter may receive early consideration. The writer is prepared to appear before the Board at any time if so required.

We have the honour to be,

20

Sir,

Your obedient servants,

Sd: Thomas & Hornidge
.....
Consulting Mining Engineers.

Mr. Tong Sam Poy,
4, Lau Ek Ching Street,
Ipoh

Exhibits

A.2 (p.619)

Letter from
Thomas &
Hornidge to the
Secretary,
Chinese Tin
Mines
Rehabilitation
Loans Board

6th July 1949

(continued)

ExhibitsA.2 (p.621) - LETTER FROM EVATT & CO. TO THE
SECRETARY CHINESE TIN MINES
REHABILITATION LOANS BOARD.A.2 (p.621)

Letter from
Evatt & Co. to
the Secretary,
Chinese Tin Mines
Rehabilitation
Loans Board.

EVATT & CO.
Chartered Accountants

P.O. Box No. 136
Chartered Bank Chambers,
Ipoh, Malaya.

7th July 1949

PPCL/V

7th July, 1949.

The Secretary,
Chinese Tin Mines,
Rehabilitation Loans Board,
1, Clarke Street,
Kuala Lumpur.

10

Sir,

PEGANG PROSPECTING CO., LTD.

With reference to the third paragraph of
Messrs. Thomas & Hornidge's letter dated 6th
July 1949 addressed to you and which accompanies
this letter, we have pleasure in assuring you
that, in consideration of M.L. 11544 being
sublet to Towkay Foong Seong, we will arrange for
a sublease of the abandoned Railway Reserve
adjoining Mine 5 to the Estate of Ho Kok Yew as
soon as this Company receives the Mining Lease for
which it has already applied.

20

We are, Sir,

Your obedient servants,

Sd: Evatt & Co.,
Secretaries.

30

c.c. Thomas & Hornidge.
c.c. Estate of Ho Kok Yew.

A.2 (p.622) - LETTER FROM KHONG HENG KONGSI
TO EVATT & CO.

Exhibits

A.2 (p.622)

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA.

Letter from
Khong Heng
Kongsi to
Evatt & Co.

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA

Town Office:-
2-4, Lau Ek Ching St.,
Ipoh, Malaya.

16th July 1949

16th July, 1949.

10 Messrs Evatt & Co.,
Pegang Prospecting Co Limited,
Ipoh, Perak.

Dear Sirs,

I have been discussing with Mr. Tong Sam Poy the contents of a letter dated 6th instant sent apparently by your consulting engineers to the Secretary of the Tin Mines Loans Board.

As the letter is not addressed to me either personally or in a representative capacity I am not called upon to comment it.

20 In my view it contains several erroneous statements so that I do not accept it as correctly representing the position. I cannot resist the conclusion that the author of that letter has misunderstood statements made or written in regard to the proposed variations of existing rights.

Paragraph 5 of the letter is not understood.

I have not authorised your consulting engineers to make the application set out in that paragraph.

30 I am still awaiting a reply to my letter of the 23rd ultimo.

Yours faithfully,

Sd: Khong Heng Kongsi,
T.S.K.
Managing Partner.

ExhibitsA.2 (p.624) - LETTER FROM KHONG HENG KONGSI
TO EVATT & CO.A.2 (p.624)

Letter from
Khong Heng
Kongsi to
Evatt & Co.

25th July 19

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA.

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

Town Office:-
2-4 Lau Ek Ching St.,
Ipoh, Malaya.

25th July, 1949.

Messrs. Evatt & Co.,
Secretaries,
Pegang Prospecting Co. Ltd.,
P.O. Box No. 136,
Chartered Bank Chambers,
Ipoh, Perak.

10

Dear Sirs,

I have duly received your letter of the 20th instant.

The application you enquire if I will make is directed to a variation from the existing rights of the Khong Heng Kongsi (nominally represented by the late Mr. Ho Kok Yew) and upon that point I refer you to the last paragraph of my letter of the 23rd June last.

20

Application to the Board for sanction or approval of deviations from existing rights will be made as soon as your Directors have indicated by a formal document their acceptance of or agreement with all the new terms or conditions which constitute the consideration for the surrender of or deviation from those rights.

No application will be made to the Board unless there is documentary evidence for submission to the Board.

30

The Partners of this Kongsi adhere to their original stipulation, that deviations from rights set out in formal and registered documents can only properly and advisedly be altered by equally formal documents.

I again ask for the views of your Directors upon the terms and conditions in the draft new comprehensive agreement sent to you.

Yours faithfully,
Sd: Khong Heng Kongsi,
T.S.K.
Managing Partner.

40

A.2 (p.629) - LETTER FROM E.A.S.WAGNER TO
CHINESE TIN MINES REHABILITATION
LOANS BOARD.

Exhibits

A.2 (p.629)

E.A.S.WAGNER
Advocate & Solicitor

No. 5, Old Pudu Road,
Kuala Lumpur.

5th Oct. 1949.

Letter from
E.A.S. Wagner
to Chinese
Tin Mines
Rehabilitation
Loans Board

The Secretary,
Chinese Tin Mines Rehab. Loans Board,
Kuala Lumpur.

10 Dear Sir,

Your No.115 in CTLG/P/328
Khong Heng Kongsii Mine No. 5.

5th October,
1949

Your letter of the 23rd ultimo addressed to the Executrix Estate of Ho Kok Yew deceased has been referred to me.

None of your reminders in that letter affect my client.

20 No part of this Kongsii's lands is charged to your Board: and no part of any moveable property charged to your Board is being used by any person or for the benefit of any person other than my client and her partners and the employees of their mine.

I have been most emphatic in my advice that nothing shall be done whereby the securities of the Board shall be prejudicially affected or the power of winning profit from the mine reduced as a result of which repayment may be delayed.

30 I have complete confidence my advice will be followed.

It is a fact that a portion of the northern area has been let out on hap-tong on tribute payable partially to my clients but that was in anticipation of the early and satisfactory completion of the arrangements made with the lessees, Pegang Prospecting Company. Completion has not yet been reached so that it may become necessary to revoke the permission provisionally and, by implication, conditionally granted.

40 Of the negotiations you have throughout been kept informed and the land included in this permission is not charged to your Board.

Yours faithfully,

Sd: E.A.S. Wagner.

ExhibitsA.2 (p.636) - LETTER FROM EVATT & CO. TO
EXECUTRIX ESTATE OF HO KOK YEW
DECEASED.A.2 (p.636)

Letter from
Evatt & Co. to
Executrix,
Estate of Ho
Kok Yew,
deceased.

P.O. Box No. 136
Chartered Bank Chambers,
Ipoh, Malaya.

PPC/G

22nd November, 1949.

22nd November,
1949

The Executrix,
The Estate of Ho Kok Yew deceased,
2, Lau Ek Ching Street,
Ipoh.

10

Dear Madam,

Menelai Area of M.L.10217

When the Company agreed to pay to you at two per cent share of the tribute it would receive from the working of the above area, the understanding was that a huptong was to be granted to Towkay Foong Seong over M.L.11544 Lot 29651 by the Estate of Ho Kok Yew, deceased, with the approval of the sublessee.

20

A year has elapsed since then and as a result of the failure by the Estate of Ho Kok Yew, Deceased, to grant the haptong over M.L.11544, the Company has received no revenue from what should have proved a profitable source.

Under the circumstances, namely the failure to grant the haptong, this Company does not feel that it is bound to continue to pay you the two per cent share of tribute from the Menelai Area of M.L.10217.

30

Yours faithfully,

Pegang Prospecting Co Ltd
Sd: Evatt & Co.,
Secretaries.

A.2 (p.637) - LETTER FROM CHAN PHOOI HOONG TO
MRS. HO KOK YEW, ADMINISTRATRIX
OF ESTATE OF HO KOK YEW.

Exhibits

A.2 (p.637)

CHOP CHAN THYE LEE
TIN MINERS.

Letter from
Chan Phooi
Hoong to Mrs.
Ho Kok Yew,
Administratrix
of Estatw of
Ho Kok Yew

23rd November,
1949

BRANCH OFFICE:

2, Leong Sin Nam Street,
Ipoh, Perak.

HEAD OFFICE:

164, High Street,
Kuala Lumpur,
Selangor.

10

23rd November, 1949.

Mrs. Ho Kok Yew,
Administratrix of Estate of Ho Kok Yew,
2-4 Lau Ek Ching Street,
Ipoh.

Dear Madam,

M.L. 11544

20

I send you herewith copy of a letter which I
have to-day received from Messrs Evatt & Co. the
Secretaries of the Pegang Prospecting Co.Ltd. I
believe you have received a similar letter from
that Company.

I am to draw your attention to para 2 of that
letter, and to warn you that I hold you responsible
for any damage which I may sustain by reason of
your failure to grant the huptong to Mr. Foong
Seong, I trust that you will now proceed with the
granting of the huptong to Mr. Foong Seong. I
shall be glad to have a satisfactory reply from you
in due course.

30

Yours faithfully,

Sd: Chan Phooi Hoong

By His Attorney,

Chan Kwong Soon.

Exhibits

A.2 (p.638) - LETTER FROM KHONG HENG KONGSI TO CHAN PHOOI HOONG.

A.2 (p.638)

Letter from
Khong Heng
Kongsi to Chan
Phooi Hoong

29th November,
1949

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

Town Office:
2-4 Lau Ek Ching St.,
Ipoh, Malaya.

29th November, 1949.

Chan Phooi Hoong, Esq.,
Chop Chan Thye Lee,
164, High Street,
Kuala Lumpur.

10

Dear Sir,

M.L. 11544

I thank you for your letter of the 23rd instant duly received by me.

I received as you rightly surmised a similar letter from the Pegang Prospecting Company.

Upon it I took legal advice and send you herewith copy of my Solicitor's reply.

20

When acknowledging receipt would you kindly say why the Khong Heng Kongsi is obliged to grant a huptong to Mr. Foong Seong and what is the consideration which the Kongsi is to receive for granting to Mr. Foong Seong its mining rights over the lands above referred to?

Yours faithfully,

Sd: Khong Heng Kongsi

T.S.K.

Managing Partner.

30

A.2 (p.639) - LETTER FROM EVATT & CO. TO SENIOR
INSPECTOR OF MINES.

Exhibits

A.2 (p.639)

EVATT & CO.,
Chartered Accountants

P.O.BOX No.136
Chartered Bank Chambers,
Ipoh, Malaya.

Letter from
Evatt & Co. to
Senior Inspec-
tor of Taxes

PPCL/V

5th December, 1949.

5th December,
1949

10 Senior Inspector of Mines,
Perak,
Ipoh.

Dear Sir,

M.L. 11544 Lot 29651
Mukim of Blanja.

20 With reference to our application for renewal
of the above Mining Lease which expires on 31st
December 1950, we are instructed to inform you
that the Company has endeavoured to the best of
its ability to persuade the Sub-Sublessee (the
Estate of Ho Kok Yew, Deceased) to grant a huptong
over this area to Towkay Foong Seong who is mining
adjacent lands and is in a position to commence
operations at any time on this area, whereas the
Sub-Sublessee is unable to work the area. Our
endeavours to arrange a Huptong so far have not met
with success, although we understand that terms
were agreed some considerable time ago.

Yours faithfully,

Sd: Evatt & Co.,

Secretaries.

ExhibitsA.2 (p.640) - LETTER EVATT & CO. TO THE
EXECUTRIX OF HO KOK YEW
DECEASED.A.2 (p.640)

Letter, Evatt
& Co. to the
Executrix of
Ho Kok Yew
deceased.

5th December,
1949

PEGANG PROSPECTING COMPANY LIMITED

Secretaries:
EVATT & CO.,
Chartered Accountants

P.O. Box 136,
Chartered Bank Chambers,
Ipoh, Perak,
Federation of Malaya.

PPCL/V

5th December, 1949.

The Executrix,
The Estate of Ho Kok Yew, Deceased,
2, Lau Ek Ching Street,
Ipoh.

10

Dear Madam,

At a Meeting of the Directors held today, we
were instructed to write to you regarding the
following:-

M.L. 10217, Lot 24766 - Kacha Area: We are
informed that Khong Heng Kongsi is working part
of this area, and we are instructed to advise you
that you have no authority to work this land, and
if you desire to do so you must make an immediate
application to the Company for a new sublease.

20

Government Pipeline: We are instructed to
enquire when you propose to deviate the pipeline
in accordance with the plan approved by Government,
in order that the mine may be worked efficiently;
it was on this basis that the mine was reopened.

Yours faithfully,

Sd: Evatt & Co.,

30

Secretaries.

A.3 (p.642) - LETTER FROM L.A.SMITH TO EXECUTIVE
ENGINEER, WORKS AND BUILDINGS,
IPOH.

Exhibits

A.3 (p.642)

L.A.SMITH, A.R.S.M.
Consulting Mining Engineer.

15, Hale Street,
Ipoh, Perak.

13th January, 1950.

Letter from
L.A. Smith to
Executive
Engineer, Works
and Buildings,
Ipoh.

13th January,
1950

10 The Executive Engineer,
Works and Buildings,
Ipoh.

Sir,

Papan Deviation - Khong Heng Kongsi.

20 I have the honour to acknowledge your Memo:
No. 24 in E.E.W. & B. (I) 132/47, my instructions
are that my clients "The Estate of Ho Kok Yew
(decd.)", most decidedly want to make the
deviation of the pipe line but estimate that it
will be at least 12 months before it is necessary
to do so from the date, if and when, the applica-
tion for a mining lease over this area is approved.

I have been informed by the C.L.R. Kinta that
this application for a mining lease together with
others is still under consideration, and that it
has not yet been forwarded to the Executive
Council.

30 You will remember that at the meeting held
in the S.I.M. Perak's office some time ago, it was
decided that if mining of the Tronoh Railway
Reserve was approved, to recommend that mining be
allowed nearer to the pipe line than 81 feet, the
distance at which mining is now required by the
Rules of the Mining Enactment; if this recommend-
ation is approved my clients desire to take
advantage of it, and would therefore in the first
instance carry the working face adjoining the
railway reserve to whatever limit is allowed, and
then make the deviation of the pipe line.

It is estimated that the mine will finally

Exhibits

A.3 (p.642)

Letter from
L.A.Smith to
Executive
Engineer, Works
and Buildings,
Ipoh.

13th January,
1950

(continued)

reach a depth of 100 feet, it will therefore be appreciated that there is a large quantity of ground to be worked and that it will be advantageous both from the point of view of my clients and of revenue to Govt:, that the deviation be made.

Regarding the plans. Levels have been taken along the trace of the proposed deviation and a preliminary tracing prepared, this I would like to discuss with you before putting up the final plans which my clients want to submit now for your approval, in order that they can proceed with the work without delay when it becomes necessary to do so.

10

I have the honour to be,

Sir,

Your obedient servant,

Sgd. L.A.Smith.

c.c. to Estate of
Ho Kok Yew (dec'd).

A.3 (p.647) - LETTER FROM EVATT & CO. TO
ESTATE OF HO KOK YEW DECEASED

Exhibits

A.3 (p.647)

PEGANG PROSPECTING COMPANY LIMITED

Secretaries:
EVATT & CO.
Chartered Accountants
PPCL/H

P.O.Box No. 136,
Chartered Bank Chambers,
Ipoh, Perak.

Letter from
Evatt & Co. to
Estate of Ho
Kok Yew,
deceased

13th April 1950

13th April, 1950

10 The Estate of Ho Kok Yew, Deceased,
2, Lau Ek Ching Street,
I P O H.

Dear Sirs,

M.L. 11544 Lot 29651

Further to our conversation with Mr. Ho Win Shen yesterday, we shall be obliged if you will inform us what is the present position regarding the proposition for Towkay Foong Seong to mine this area.

20 Is it the same as a year ago viz: the Company and Mr. Chan Phooi Hoong had agreed to your granting a huptong and you had arranged terms of tribute with Towkay Foong Seong but you had not granted the huptong? Can you indicate when you will grant a huptong.

This enquiry is now made as a result of an enquiry from the Chief Inspector of Mines.

30 We would emphasise that failure to work this area is not only depriving the Company of considerable revenue but in the event of a tin restriction scheme, it will also result in the Company being given a much lower assessment.

Yours faithfully,

Sd: Evatt & Co.

Secretaries.

ExhibitsA.3 (p.648)

Letter from
Chan Phooi
Hoong to
Administratrix
of Estate of
Ho Kok Yew,
deceased.

21st April 1950

A.3 (p.648) - LETTER FROM CHAN PHOOI HOONG
TO ADMINISTRATRIX OF ESTATE OF
HO KOK YEW, DECEASED.

CHOP CHAN THYE LEE,
TIN MINERS

Head Office:
No.164, High Street,
Kuala Lumpur.

21st April, 1950.

The Administratrix,
Estate of Ho Kok Yew decd.,
2-4, Lau Ek Ching Street,
Ipoh, PERAK.

10

Dear Madam,

M.L. 10217

Messrs. Pegang Prospecting Co.Ltd. have today written to me with regard to this mining lease and I have requested them to instruct Messrs. Das & Co. to prepare the sub-sublease in favour of the Estate of Ho Kok Yew decd.

20

M.L. 11544.

Messrs. Pegang Prospecting Co.Ltd. informed me that they could get no information from you as to the tributing of this area to Towkay Foong Seong. They informed me that they have also received an enquiry from the Chief Inspector of Mines regarding the working of this land. I shall be glad if you will take steps to complete the arrangements whereby Towkay Foong Seong can work into the land without any further delay. I therefore request you to give this matter your urgent attention.

30

Yours faithfully,

Sd: Chan Phooi Hoong.

By His Attorney
Chan Kwong Soon.

A.3 (p.671) - LETTER FROM TONG SWEE KING TO
EVATT & CO.

Exhibits

A.3 (p.671)

KACHA & MENELAI MINING SCHEME,
PAPAN, PERAK, MALAYA

Letter from
Tong Swee King
to Evatt & Co.

11th May 1950

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA

Town Office.
No. 2-4, Lau Ek Ching
Street,
Ipoh, Malaya.

10

11th May, 1950.

Messrs. Evatt & Co.,
Secretaries,
Pegang Prospecting Co.Ltd.,
P.O.Box No. 136,
Ipoh.

Dear Sirs,

M.L. 11544 and others.

20

I have received your letter of the 13th ultimo and have to inform you that the present position regarding the suggested working of M.L. 11544 by Foong Seong is no further advanced for the reasons indicated below:

30

Since your letter of the 13th ultimo, I have received a letter dated the 21st ultimo from Mr. Chan Phooi Hoong, in which he states he has requested you to instruct Messrs. Das & Co. to prepare a sub-sublease over M.L. 10217 in favour of the Estate of Ho Kok Yew, deceased. I presume therefore that you have instructed or will soon instruct your solicitors to do so, but I should point out that the sub-sublease should be made over the whole area as previously in favour of myself for the Khong Heng Kongsi and of course it must follow the terms and conditions of the expired sub-sublease. If it is correct that you have instructed or will instruct your solicitors then it seems to me that is one step

Exhibits

forward towards the complete solution of our differences.

A.3 (p.671)

Letter from
Tong Swee King
to Evatt & Co.

11th May 1950

(continued)

I now write without prejudice to say definitely and finally that upon execution by Mr. Chan Phooi Hoong and registration of a sub-sublease of M.L. 10217 in my favour, and upon receipt of a written assurance from you that you will make your best endeavours to obtain a mining lease of the abandoned railway reserve between Leases 8899 and 11543 and upon receipt will cause to be executed and registered in my favour for the Kongsia a sub-sublease over that reserve on the same terms and conditions as the existing sub-subleases, I will then give immediate consideration to the execution in favour of Mr. Foong Seong a huptong over M.L. 11544 and further.

10

I will give immediate consideration to the execution of a huptong over the Menelai area (in M.L. 10217) in favour of any person you care to name.

20

May I have a definite reply from you upon these points at your earliest convenience.

Yours faithfully,

Sgd. T.S.K.

Managing Partner
Khong Heng Kongsia.

c.c. Mr. Chan Phooi Hoong
164, High St.,
Kuala Lumpur.

A.3 (p.673) - LETTER FROM DAS & CO. TO TONG
SWEE KING, ENCLOSING DRAFT
SUBLEASE.

Exhibits

A.3 (p.673)

DAS & CO.
Advocates & Solicitors.

110-112, Belfield Street,
Ipoh.

12th May, 1950.

Letter from
Das & Co. to
Tong Swee King,
enclosing
draft sublease
12th May 1950

Ref: No.TP/W/298/50.

10 Madam Tong Swee King,
2, Lau Ek Ching Street,
IPOH.

Madam,

re: M.L. 10217 Lot No. 24766, Kacha.

With reference to your letter of 11th
instant, we send you herewith Draft Sub-Sublease
in your favour as Trustee for your perusal.

20 The said draft sub-sublease had been
approved by the Secretaries, Pegang Prospecting
Co. Ltd., Ipoh, and final copies made had been
executed by Mr. Chan Phooi Hoong.

Will you please let us know when you will
call on us to execute the said Sub-Sublease?

Yours faithfully,

Sgd. Das & Co.

Exhibits

FEDERATION OF MALAYA

A.3 (p.673)

MEMORANDUM OF SUB-LEASE.

Letter from
Das & Co. to
Tong Swee King,
enclosing
draft sublease

Schedule X.

(Section 36(i) of the Mining Enactment Cap. 147)

District of KINTA Mukim SUNGAI TRAP

12th May 1950

No.

(continued)

I, CHAN PHOOI HOONG of Kuala Lumpur, hereinafter called the Sub-Sublessor, being the registered Sub-lessee by virtue of Sub-lease No. of a piece of mining land at Kacha, Papan, described in Mining Lease No. 10217 for Lot No. 24766 of date 1st April 1950 and subject to such encumbrances, liens and interests as are endorsed thereon:

10

In consideration of the sum of dollar One (\$1/-) paid to me by Tong Swee King (f) as Trustee of Ipoh, the receipt of which I hereby acknowledge and of the payment of tribute as hereunder set forth.

Do hereby sub-lease to the said Tong Swee King (f) as Trustee (hereinafter called the Sub-Sublessee) all that portion of the said piece of mining land coloured red upon the plan hereunto attached, and estimated to contain thirty (30) acres three (3) roods and Nil (0) poles, more or less, for the period of the term of Sublease No. that is to say till the 30th day of December 1965 subject to the provisions of the Mining Enactment, and to the following conditions, restrictions and exceptions:

20

1. That the Sub-Sublessee shall pay to the Sub-Sublessor, or to his duly appointed agent, tribute upon all ore removed from the said land at the rate of ten percent (10%).

30

2. That the said tribute shall be paid immediately on each and every sale of ore of which sales the Sub-Sublessor shall have full 72 hours' notice and the right to be present and to buy such ore at the price at which it is being offered for sale.

3. That the Sub-Sublessee shall be liable upon suit before the Senior Inspector of Mines or any Court to pay to the Sub-Sublessor the sum of \$100/- as a penalty for each and every breach of the conditions above set out which she may commit.

10 4. That the Sub-Sublessee shall work the said land in an orderly, skilful and workmanlike manner and subject to the provisions of the Mining Enactment and shall be liable to indemnify the Sub-Sublessor for any expenses which he may incur, whether as fine inflicted on him or otherwise, on account of any breach of this condition by the Sub-Sublessee.

5. That the Sub-Sublessor or his duly appointed agent may at all reasonable times enter upon and view the land, and may inspect any books of account of ore produced from the land.

20 6. That the Sub-Sublessor shall be liable to pay to the State the annual rent due upon the land.

7. That the Sub-Sublessee shall not be entitled to transfer or assign this sub-lease without the written authority of the Sub-lessor.

8. That this sub-lease shall be liable to cancellation at any time at the discretion of the Senior Inspector of Mines or the Court upon proof:

30 (i) That the Sub-Sublessee has failed to pay to the Sub-Sublessor the amount of any moneys which she is by the terms of this sub-lease bound to pay for a period of six months from the date at which such payment became due.

(ii) That the Sub-Sublessee has not worked the land in accordance with clause 4 of this sub-lease or has by her default rendered the land liable to forfeiture under the Mining Enactment.

40 (iii) That the Sub-Sublessee has not during the period of six months employed at least 31 labourers or labour-saving

Exhibits

A.3 (p.673)

Letter from
Das & Co. to
Tong Swee King,
enclosing
draft sublease

12th May 1950

(continued)

Exhibits

A.3 (p.673)

Letter from
Das & Co. to
Tong Swee King
enclosing
draft sublease

12th May 1950

(continued)

apparatus equivalent thereto as prescribed in section 16(iii)(b) of the Mining Enactment for not less than one month in mining the land.

(iv) That the Sub-Sublessee has committed a breach of Clause 7 of this sub-lease.

9. The Sub-Sublessee shall insure her labour force against all claims demands actions and proceedings under the Workmen's Compensation Enactment for the time being in force, by labourers employed by her on the said land and shall indemnify and keep indemnified the Sub-Sublessors against all such claims, demands, actions and proceedings. 10

Dated this day of 19

.....
Sub-lessor.

I/We do hereby accept this sub-lease to be held by me/us as sub-lessee for the term and subject to the conditions, restrictions and exceptions above set forth. 20

.....
Sub-lessee.

Memorial made in the Register
Volume , Folio ,
this day of , 19 .

.....
COLLECTOR

FIRST SCHEDULE

(Section 4 of the Act of Parliament No. 1 of 1960)

FORM A

I, Bimal Kumar Das, an Advocate and Solicitor of the Supreme Court, Federation of Malaya, hereby testify that the signature of the Sub-Sublessor written in my presence on this, day of , 1950, in accordance to my own personal knowledge/information given to me by the 30

ExhibitsA.3 (p.680) - LETTER FROM E.A.S.WAGNER TO
DAS & CO.A.3 (p.680)

Letter from
E.A.S.Wagner
to Das & Co.

E.A.S.WAGNER
Advocate & Solicitor

No.5 Old Pudu Road,
Kuala Lumpur.

15th May, 1950

15th May 1950

Messrs. Das & Co.,
110-112 Belfield Street,
IPOH.

Dear Sirs,

Your TP/W/298/50
Re M.L. 10217

10

Your letter of the 10th and 12th instant to Madam Tong Swee King with draft sub-sublease attached have been sent to me for advice.

2. I am a little surprised your clients, the Pegang Prospecting Co.Ltd., have not instructed you that I have been advising Madam Tong Swee King and the Khong Heng Kongsi for some time.

3. As regards the sub-sublease; as Mining Lease No.10217 contains 96 acres 3 roods 10 poles, I am not clear why the draft sub-sublease purports to grant mining rights over 30 acres 3 roods and 0 poles only.

20

4. I have never heard that Madam Tong as Trustee has ever surrendered any portion of her rights to and upon a renewal of the sub-sublease over the lease above-quoted.

If your clients above-named or Chan Phooi Hoong maintain she has, may I know how and when please and what was the consideration for surrendering such portion?

30

5. The terms of the rate of tribute and notice of sales or ore are not the same as under the expired sublease.

Why is that and what is the consideration for these variations?

6. Furthermore no plan "coloured red" was sent with your draft sub-sublease.

Pending a detailed reply from you upon the points I have raised I cannot advise my client to accept this sub-sublease.

40

Yours faithfully,

Sgd. E.A.S.Wagner.

A.3 (p.682) - LETTER FROM EVATT & CO. TO TONG
SWEE KING.

Exhibits

A.3 (p.682)

PEGANG PROSPECTING COMPANY, LIMITED

Secretaries:
EVATT & CO. P.O.Box No.136,
Chartered Accountants. Chartered Bank Chambers,
Ipoh, Malaya.

PPCL/V

16th May, 1950.

Letter from
Evatt & Co.to
Tong Swee King

16th May 1950

10 Madam Tong Swee King,
Execu rix of the Est. of Ho Kok Yew, Deceased,
2 Lau Ek Ching Street,
I P O H.

Dear Madam,

M.L.11544, Lot 29651 and others.

We thank you for your letter of the 11th May.

20 A sublease in favour of Mr. Chan Phooi Hoong
has been prepared and is awaiting a Directors'
Resolution authorising the sealing of it, over the
Kacha area of M.L. 10217 for the period ending 30th
December 1965. The draft sublease and sub-sub-
lease are available at the office of Messrs. Das
& Co. for your inspection. A huptong has already
been granted to another person in respect of the
Menelai area - the record of a meeting attended by
Mr. Tong Sam Pooi and Mr. Ho Win Shen on 5th August
1948 recorded that this would be done; as from
the date when you sign the huptong over M.L.11544
in favour of Towkay Foong Seong, and while the
30 huptong to him is in force, the Company will pay to
you and to Mr. Chan Phooi Hoong, each 2% of the
proceeds of ore sales from the Menelai area on
which we receive tribute. We trust that this
will overcome any misunderstanding which might
have existed regarding M.L.10217.

40 With regard to the Railway Reserve, it has
already been agreed and we confirm our undertaking,
that in the event of our obtaining a lease or
leases over any portion of the existing railway
reserve adjoining our property, we will grant a
sublease to Mr. Chan Phooi Hoong at 7% and he has

ExhibitsA.3 (p.682)

Letter from
Evatt & Co. to
Tong Swee King

16th May 1950

(continued)

undertaken to grant you a sub-sublease over the same at 10% tribute. Mr. Chan Phooi Hoong further agreed that he would use his best endeavours to have any Railway Reserve area to which he might be considered to have a prior claim, alienated to the Company, or if leases were issued to him, he would transfer them to the Company; in every such case, the Company would sublease the areas to him at 7% and he would sub-sublease them to you at 10%. These matters were agreed by Mr. Chan Phooi Hoong's attorney at the meeting on 5th August 1948.

10

We believe that existing sub-subleases are in the name of yourself as executrix of the Estate of the late Mr. Ho Kok Yew and think it better in that case that new sub-subleases should be in the same name although mining operations would be carried on, as was done pre-war and is now being done, by Khong Heng Kongsii.

In the last two lines on page 1 of your letter, you state that subject to the conditions etc. you "will then give immediate consideration to the execution in favour of Mr. Foong Seong" etc. This does not bind you to execute the huptong and we would ask you to undertake to grant the huptong when the Company and Mr. Chan Phooi have signed the sublease and sub-sublease over the Kacha area and given the undertaking re the Railway Reserve; if you agree we can have a short formal agreement drawn up for signature by the three parties.

20

30

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

c.c. Chan Phooi Hoong.

A.3 (p.686) - LETTER FROM CHAN PHOOI HOONG TO
TONG SWEE KING.

Exhibits

A.3 (p.686)

CHOP CHAN THYE LEE
TIN MINERS.

Head Office:
No.164, High Street,
Kuala Lumpur.

Letter from
Chan Phooi
Hoong to Tong
Swee King.

26th May 1950

26th May, 1950.

10 Madam Tong Swee King,
Executrix of the Estate
of Ho Kok Yew decd.,
2-4, Lau Ek Ching Street,
IPOH.

Dear Madam,

M.L. 11544 Lot 29651 and others.

Messrs. Pegang Prospecting Company Limited
has forwarded to me a copy of their letter of the
16th instant addressed to you.

20 I have today written to the Company
indicating that I will sign an agreement on the
lines set out in their letter.

Will you please inform me as to the rate of
tribute payable by Mr. Foong Seong under the
Huptong to be granted to him.

Yours faithfully,

Sgd. Chan Phooi Hoong

By His Attorney

Chan Kwong Soon.

Exhibits

A.3 (p.688) - LETTER FROM EVATT & CO. TO TONG SWEET KING.

A.3 (p.688)

Letter from
Evatt & Co. to
Tong Swee King

1st June 1950

PEGANG PROSPECTING COMPANY, LIMITED.

Secretaries:
EVATT & CO.
Chartered Accountants
PPCL/V

P.O.Box No.136,
Chartered Bank Chambers,
Ipoh, Perak.

1st June, 1950.

Madam Tong Swee King,
2, Lau Ek Ching Street,
I P O H.

10

Dear Madam,

M.L. 11544 and 10217.

We are in receipt of your letter of even date.

No reply was sent to Mr. Wagner's letter of the 15th May as the subject matter thereof was dealt with in our letter of 16th May which was sent to you before we saw Mr. Wagner's letter.

At the meeting in August 1948 which was attended by Messrs. Tong Sam Pooi and Ho Yin Sen, on your behalf, by Mr. Chan Kwok Sang on behalf of Mr. Chan Phooi Hoong, and the Directors of this Company, it was agreed that the Company should make its own arrangements for the working of the Menelai area of M.L. 10217 and would grant a sub-lease over the Kacha area only to Mr. Chan Phooi Hoong at 7%, and he would grant a sub-sublease over it at 10%.

20

When the huptong in favour of Towkay Foong Seong over M.L.11544 has been signed and while it is in force the Company will pay to you and to Mr. Chan Phooi Hoong each a 2% share of the tribute receipts from the Menelai area.

30

Would you submit our letter of 15th May to Mr. Wagner and ask if any further reply is required.

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

c.c. Mr. Chan Phooi Hoong.

A.3 (p.690) - LETTER FROM KHONG HENG KONGSI TO
CHAN PHOOI HOONG ENCLOSING COPY
OF LETTER TO SECRETARIES, PEGANG
PROSPECTING CO. LTD.

Exhibits

Letter from
Khong Heng
Kongsi to Chan
Phooi Hoong
enclosing copy
of letter to
Secretaries,
Pegang Pros-
pecting Co.Ltd.

KACHA & MENELAI MINING SCHEME,
PAPAN, PERAK, MALAYA.

KHONG HENG KONGSI
PAPAN
PERAK, MALAYA.

Town Office:
Nos. 2-4, Lau Ek Ching Street,
Ipoh, Malaya.

1st June, 1950.

1st June 1950

10

Mr.Chan Phooi Hoong,
Chop Chan Thye Lee,
164, High St., Kuala Lumpur.

Dear Sir,

M.L. 11544 & 10217.

By way of information and reply to your letter
of the 26th ultimo, I send you herewith attached
copy of my letter of today's date addressed to Messrs.
Pegang Prospecting Co. Ltd.

20

Yours faithfully,
Sgd. Khong Heng Kongsi
Tong Swee King
Managing Partner.

Incl.
1 copy letter to
Pegang Prospecting Co.Ltd.

Secretaries,
Pegang Prospecting Co.Ltd.,
Chartered Bank Chambers, IPOH.

Dear Sirs,

30

M.L. 11544 & 10217.

I have not yet replied to your letter of the
15th May because my reply will be influenced by any
reply which your Solicitors Messrs. Das & Co. may
decide to send to my Solicitor Mr.Wagner who wrote
to Messrs Das & Co. on the 15th May in regard to a
sub-sublease over a portion of M.L.10217 sent to me
for approval and referred to my Solicitor for
advice.

Mr. Wagner has received no reply yet.

40

Yours faithfully,

Exhibits

A.3 (p.692) - LETTER FROM EVATT & CO. TO
TONG SWEE KING.

A.3 (p.692)

Letter from
Evatt & Co.to
Tong Swee King
10th June 1950

Secretaries:
EVATT & CO.
Chartered Accountants.

P.O.Box No.136,
Chartered Bank Chambers,
Ipoh, Malaya.

PPCL/H

10th June, 1950

10

Madam Tong Swee King,
2, Lau Ek Ching Street,
I P O H.

Dear Madam,

M.L. 11544 and 10217

We have to refer you to our letter of 1st
instant and shall be obliged if you will let us
have an early reply.

Yours faithfully,

Sgd. Evatt & Co.

20

Secretaries.

A.3 (p.693) - LETTER FROM COLLECTOR OF LAND
REVENUE, KINTA TO PEGANG
PROSPECTING CO.LTD.

Exhibits

A.3 (p.693)

No.(39) in K.L.O. 104/46

KINTA LAND OFFICE,
Batu Gajah, 30th June, 1950

Letter from
Collector of
Land Revenue,
Kinta to
Pegang Pros-
pecting Co.Ltd.

30th June 1950

Sirs,

FORMER IPOH-TRONOH RAILWAY LINE.

10 I have the honour to refer to your mining
application dated 2nd July, 1946, for a portion of
the Old Tronoh Branch Railway Reserve and to say
that, in the event of a Prospecting Permit being
approved, no guarantee can be given that a subse-
quent application for a Mining Lease will also be
approved. Moreover, if payable values of tin are
found on this land, one of the stipulations for
approval of any subsequent mining applications may
be the payment of some part of the cost of removal
20 of the existing water pipe line and construction
of an alternative water supply for places now
served by it.

2. In order that applications may be
considered without further delay, I would be
grateful if you will confirm that you would be
willing to accept a Prospecting Permit, if approved,
in these circumstances.

I have the honour to be,
Sirs,

Your obedient servant,

Sgd.

COLLECTOR OF LAND REVENUE, KINTA.

30

To: Pegang Prospecting Co.Ltd.,
45, Gopeng Road,
IPOH.

Exhibits

A.3 (p.694) - LETTER FROM EVATT & CO. TO CHAN PHOOI HOONG.

A.3 (p.694)

Letter from
Evatt & Co. to
Chan Phooi
Hoong.

PEGANG PROSPECTING COMPANY, LIMITED

13th July 1950

SECRETARIES:
EVATT & CO.
Chartered Accountants

P.O. Box No. 136,
Chartered Bank Chambers,
Ipoh, Perak,
Federation of Malaya.

PPCL/V

13th July, 1950.

Mr. Chan Phooi Hoong,
164, High Street,
KUALA LUMPUR.

10

Dear Sir,

RAILWAY RESERVE.

The Collector of Land Revenue, Kinta, referring to our application dated 2nd July 1946, enquires whether we wish to apply for a Prospecting Permit over the area, and states that if a Prospecting Permit is granted no guarantee can be given that a Mining Lease will later be approved.

20

The Company does not wish to apply for a Prospecting Permit, but for a Mining Lease; Mr. Cummings bored part of the Railway Reserve long ago and the results are with the Geological Department. If you or the Estate of Ho Kok Yew Deceased, wish the Company to apply for a Prospecting Permit, the Estate will have to meet all boring expenses and carry out the work properly and furnish us with all results.

Water Pipe Line: The Collector of Land Revenue states that one of the stipulations for approval of subsequent mining applications may be the payment of some part of the cost of the removal of the existing pipe line and the construction of an alternative one. The Estate of Ho Kok Yew, Deceased, had already agreed to do this, but as the Company will have to give an undertaking to Government, we shall first require the

30

Estate to indemnify us against payment of any amount which Government may require us to pay in connection with the deviation of the pipe line.

Will you please ascertain from the Estate of Ho Kok Yew and let us know:-

1. If they wish to prospect the area before we apply for a Mining Lease.

10 2. We require their indemnity in respect of any expense which the Company may be called upon to meet in connection with the deviation of the pipe line.

We are sending a copy of this letter to the Executrix of the Estate of Ho Kok Yew, Deceased, and shall be obliged if you will arrange for the matter to be dealt with immediately.

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

Exhibits

A.3 (p.694)

Letter from
Evatt & Co. to
Chan Phooi
Hoong.

13th July 1950

(continued)

ExhibitsA.3 (p.698) - LETTER FROM DAS & CO. TO E.A.S.
WAGNER RE MINING LEASE 10217.A.3 (p.698)

Letter from
Das & Co. to
E.A.S. Wagner
re Mining
Lease 10217.

18th July 1950

DAS & CO.
Advocates & Solicitors.
Ref.No.BKD/W/665/50
E.A.S.Wagner, Esq.,
Advocate & Solicitor,
5, Old Pudu Road,
Kuala Lumpur.

Nos.110-112 Belfield Street,
Ipoh, Malaya.
18th July, 1950.

Dear Sir,

10

Re: M.L. 10217

We refer you to our letter of 10th July 1950,
on the above subject.

With regard to the undertaking which the
Company will be prepared to give in relation to the
abandoned Railway Reserve (in the event of a mining
title being issued in respect thereof) the
Secretaries of the Company want us to point out that
the Government may, as a condition to the grant of
a mining lease, require payment of the proportion-
ate cost of deviating the water pipe line now
running through the Reserve and other lands. 20
Whether such deviation work is carried out by the
Government or whether the Company is required to
carry out such work, the cost of such deviation
will have to be borne by your client and Mr.Chan
Phooi Hoong in such proportions as they may agree
upon.

If Leases of such Reserve or any portions
thereof are granted to your client and/or Mr.Chan
Phooi Hoong, the out-of-pocket expenses payable
to them or either of them for the transfer to the
Company of such leases will not include the cost
of deviation. In other words, the cost of such
deviation will have to be borne by Mr. Chan Phooi
Hoong and your client in any event. 30

We hope we have made the position clear.

Please let us know without further delay
whether your client agrees on the terms suggested
in our previous letter and this letter. 40

Yours faithfully,

Sgd. Das & Co.

c.c. to Mr.Chan Phooi Hoong,
164, High St., Kuala Lumpur.

A.3 (p.700) - LETTER FROM EVATT & CO. TO
TONG SWEE KING.

Exhibits

A.3 (p.700)

PEGANG PROSPECTING COMPANY, LIMITED

Letter from
Evatt & Co. to
Tong Swee King

Secretaries:
EVATT & CO.
Chartered Accountants

P.O.Box No.136
Chartered Bank Chambers,
Ipoh, Perak.
Federation of Malaya.

28th August,
1950

PPCL/V

28th August, 1950.

10

Madam Tong Swee King,
Executrix of the Estate
of Ho Kok Yew, Deceased,
2 Lau Ek Ching Street,
I P O H.

Dear Madam,

With reference to the suggestion which has
been made that a new comprehensive sublease
agreement should be made between the parties
concerned, in place of the one dated 22nd October
1951, there are several matters which the
Directors would like to discuss with you or your
representative. Could you suggest a date and
time for a meeting with Mr. Duddell and Mr. Green-
wood in our office at an early date? Mr. Cummings
as you know is still in Penang, but approves the
suggestions which the Company has in mind, and we
understand that Mr. Ho Win Shen has discussed the
matter with him.

20

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

30

Exhibits

A.3 (p.703) - LETTER FROM EVATT & CO. TO
CHAN PHOOI HOONG.

A.3 (p.703)

Letter from
Evatt & Co. to
Chan Phooi
Hoong.

REGISTERED.

C 19.

PPCL/V

5th September,
1950

Mr. Chan Phooi Hoong,
164, High Street,
KUALA LUMPUR.

5th September, 1950.

Dear Sir,

Railway Reserve - Water Pipe Line.

We refer to our letter to you dated 13th
July and your acknowledge dated 14th July
regarding a guarantee from the Estate of Ho Kok
Yew in respect of an undertaking to refund any
expenditure on prospecting and on undertaking to
indemnify the Company against any amount which
Government may call upon it to meet in connection
with the deviation of the water pipe line.

10

Can you arrange for these undertakings to be
given without further delay, as the Collector of
Land Revenue, Kinta, is pressing for a reply.

20

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

A.3 (p.704) - LETTER FROM EVATT & CO. TO
COLLECTOR OF LAND REVENUE, KINTA

Exhibits

A.3 (p.704)

PPCL/V

6th September, 1950.

The Collector of Land Revenue,
 Kinta,
BATU GAJAH.

Letter from
 Evatt & Co. to
 Collector of
 Land Revenue,
 Kinta.

Sir,

6th September,
 1950

Former Ipoh-Tronoh Railway Line.

10 With reference to your letter No. (39) in
 KLO 104/46 dated 30th June and No. 40 in the same
 series dated 30th August, we apologise for the
 delay in replying to the former. We had referred
 the matter to our sublessee as soon as we received
 your No. 39 and we overlooked the fact that he had
 not dealt with our letter.

20 Mr. C. E. Cumming has sent us a copy of his
 letter to you dated 4th instant in this connection,
 and we shall be obliged if you will advise us
 whether the records of the prospecting carried out
 by us on the Railway Reserve before the war and
 already deposited with the Geological Department
 will fulfil all requirements in this connection.

Our original application for a mining lease
 over the area in question was submitted to you
 in August 1946, together with a plan attached
 showing the points "AA" and "BB" for the area
 covered by our application.

30 Do you now wish us to make a fresh application
 for a mining lease in the event of it being agreed
 by you that further prospecting is not necessary?

We have, etc.

Sgd. Evatt & Co.

Secretaries.

ExhibitsA.3 (p.706) - LETTER FROM KHONG HENG KONGSI
TO EVATT & CO.A.3 (p.706)

Letter from
Khong Heng
Kongsi to
Evatt & Co.

KACHA & MENELAI MINING SCHEME
PAPAN, PERAK, MALAYA.

11th September,
1950

KHONG HENG KONGSI
PAPAN
PERAK, MALAYA

Town Office:
Nos. 2-4, Lau Ek Ching Street,
Ipoh, Malaya.

11th September, 1950

Messrs. Evatt & Co.
Secretaries,
Pegang Prospecting Co.Ltd.,
P.O.Box No.136,
Ipoh.

10

Dear Sirs,

I have received your letter of the 6th instant. I have no copy of the draft agreement drawn and submitted in December 1948. In regard to that draft I would draw your attention to your letters of the 9th and 21st February 1949 to me.

Obviously Mr. Wagner is not concerned with or consulted upon the "mining operations."

20

What is of course referred to him is any proposal by your Company or Mr. Chan Phooi Hoong to deviate from or to vary, to the disadvantage of the working miners, the terms and conditions agreed by your Company and under which mining operations have been carried on.

No doubt your Solicitors will inform Mr. Wagner of the "suggestions" which your Company "has in mind" in your letter of the 28th ultimo to me.

30

Yours faithfully,

Sgd. Khong Heng Kongsi
T.S.K.
Managing Partner.

A.3 (p.707) - LETTER FROM EVATT & CO. TO
CHAN PHOOI HOONG.

Exhibits

A.3 (p.707)

PEGANG PROSPECTING COMPANY, LIMITED

Secretaries:
 Evatt & Co.
 Chartered Accountants.

P.O.Box No.136,
 Chartered Bank Chambers,
 Ipoh, Perak, Malaya.

PPCL/V

18th September, 1950.

Letter from
 Evatt & Co.
 to Chan Phooi
 Hoong

18th September,
 1950

10 Mr. Chan Phooi Hoong,
 164 High Street,
KUALA LUMPUR.

Dear Sir,

The question of the granting of a huptong to Foong Seong by the sub-sublessee remains in abeyance, and it seems there is little likelihood of one being granted unless we take a successful action to terminate your sublease and hence the sub-sublease, or give way to the Estate of Ho Kok Yew on the points of difference.

20 After further consideration, the Directors have decided that they prefer to adopt the latter course.

30 They submit the following tentative suggestions for your consideration and comment regarding M.L's 8899, 11543, 11544 and the Railway Reserve which are the only areas which the Company is interested in jointly with you, and would like to have your views thereon at your earliest convenience when the suggestions can be submitted to the Estate of Ho Kok Yew through their lawyer, Mr. Wagner, in Kuala Lumpur which is the channel through which we have been asked to approach them:-

1. All parties to the Agreement of 22.10.1931 enter into an agreement cancelling it.

2. The Company undertake to grant renewal of Sublease 66/37 to Chan Phooi Hoong over M.L's.8899, 11543, 11544 for the periods of the leases and renewals at 7% and Chan Phooi Hoong agrees to grant renewal of the sub-sublease over these areas to the Estate of Ho Kok Yew for the periods of the leases

ExhibitsA.3 (p.707)

Letter from
Evatt & Co.
to Chan Phooi
Hoong

18th September,
1950.

(continued)

and renewals at 8% (if this is the present rate).
If desired SL 66/37 can be surrendered and a new
one issued in place thereof.

3. The Company undertakes to grant a fresh
sublease to the Estate of Ho Kok Yew for the period
of the lease and any renewals at 8% tribute over
Mining Leases 12338, 11646, 11647, 9946 and 10217
and the Estate will surrender the existing Sub-
leases over these areas (Nos.23/36, 68 & 69 of 1937).

Note: Sublease 69/37 was previously at 7%. All 10
tributes from the Menelai area up to the date of
the signing of the new sublease to belong to the
Company.

The present huptong over the Menelai area of
M.L. 10217 to continue until the expiry date which
is 1st November 1950. If this area is sub-
subleased or let on huptong, the Company shall
receive in addition to the 8% tribute, one half of
any tribute in excess of 8%.

4. Other usual penalty clauses to be in the 20
new subleases.

5. Chan Phooi Hoong and the Estate both
agree to use their best endeavours to have the
"Railway Reserve" areas alienated to the Company,
and the Company will then sublease such areas to
Chan Phooi Hoong at 7% for the period of such
leases and any renewal, and he will sub-sublease to
the Estate at 10% for the same periods. The cost
of the water main deviation is to be borne by the
Estate and any deposit or undertaking required by 30
Government is to be borne by the Estate; the
Company will pay the premium on the land, survey
fees and boundary costs.

If any part of the Railway Reserve area is
alienated to Chan Phooi Hoong or the Estate of Ho
Kok Yew, they will transfer it to the Company who
will sublease it to Chan Phooi Hoong and he will
sub-sublease to the Estate of Ho Kok Yew in the
same terms as detailed above.

6. Chan Phooi Hoong and the Company to 40
consent to the Estate of Ho Kok Yew granting a
huptong to Poong Seong renewable yearly for 5
years and the Estate of Ho Kok Yew undertaking to
grant this huptong and renewals.

Yours faithfully,
Sgd. Evatt & Co.
Secretaries.

A.3 (p.710) - LETTER FROM KHONG HENG KONGSI TO
EVATT & CO.

Exhibits

A.3 (p.710)

KACHA & MENELAI MINING SCHEME,
PAPAN, PERAK, MALAYA.

Letter from
Khong Heng
Kongsi to
Evatt & Co.

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

TOWN OFFICE:

Nos.2-4, Lau Ek Ching St.,
Ipoh, Perak, Malaya.

20th January,
1951.

20th January, 1951.

10 Dear Sirs,

Khong Heng Kongsi

My records show that your Company's Mining
leases Nos. 8899, 10217, 11543, 11544, 9946, 11647
and 11646 expired on the 31st December, 1950.

I presume you have applied for renewals of
all these Leases?

20 The Partners of the Khong Heng Kongsi wish
me to apply for new Subleases over the new Leases
(which presumably have reached your hands) for the
periods of such new Leases and for any renewals
thereof.

May I hear from you early that your Directors
agree to grant new Subleases and when I may expect
them for signature.

Yours faithfully,

Sgd. Khong Heng Kongsi

T.S.K.

Managing Partner.

Exhibits

A.3 (p.711) - LETTER FROM EVATT & CO. TO
ESTATE OF HO KOK YEW DECEASED.

A.(p.711)

Letter from
Evatt & Co.to
Estate of Ho
Kok Yew
deceased.

299

PEGANG PROSPECTING COMPANY, LIMITED

22nd January,
1951

secretaries:
Evatt & Co.
Chartered Accountants.

P.O.Box No. 136,
Chartered Bank Chambers,
Ipoh, Malaya.

PPCL/V

22nd January, 1951.

The Estate of Ho Kok Yew, Deceased,
2 Lau Ek Ching Street,
I P O H.

10

Dear Sirs,

We are in receipt of your letter signed by
the Khong Heng Kongsii and dated 20th January 1951.

We have to inform you that the leases
referred to have been renewed.

The remaining matters mentioned in your
letter have been referred to the Directors.

Yours faithfully,

Sgd. Evatt & Co.

20

Secretaries.

A.3 (p.712) - LETTER FROM EVATT & CO. TO
ESTATE OF HO KOK YEW DECEASED

Exhibits

A.3 (p.712)

PEGANG PROSPECTING COMPANY, LIMITED

Letter from
Evatt & Co. to
Estate of Ho
Kok Yew
deceased.

27th January,
1951

Secretaries:
EVATT & CO.
Chartered Accountants.

F.O.Box No.136,
Chartered Bank Chambers,
Ipoh, Malaya.

27th January, 1951.

10 PPCL/V

Estate of Ho Kok Yew, Deceased,
2 Lau Ek Ching Street,
I P O H.

Dear Sirs,

Leases.

20 With reference to your letter of the 20th
January, we have to inform you that the leases you
refer to have been renewed and that according to
the Senior Inspector of Mines, Perak, new sub-
leases are not required.

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

ExhibitsA.3 (p.713) - LETTER FROM E.A.S.WAGNER TO
EVATT & CO.A.3 (p.713)

Letter from
E.A.S.Wagner
to Evatt & Co.

E.A.S.WAGNER,
Advocate & Solicitor.

No.5 Old Pudu Road,
Kuala Lumpur.

EASW/L.

23rd February, 1951.

13th February,
1951

Messrs. Evatt & Co.,
Secretaries, Pegang Prospecting Co.Ltd.,
I P O H.

Dear Sirs,

KHONG HENG KONGSI.

10

1. I have been consulted by Mrs. Ho Kok Yew, Executrix of the Estate of Ho Kok Yew, deceased, and as the Managing Partner of the mining partnership above-named, in regard to the partnership's rights to new subleases (in the terms of the old, mutatis mutandis) over the new leases recently issued in respect of old Mining Leases Nos. 8899, 10217, 11543 & 11544.

2. I am instructed that despite several applications, no new sub-subleases over the whole area have been delivered to her for signature.

20

3. In the opinion of the working miners, such new sub-leases are required for the proper carrying out of their mining scheme.

4. I have advised her the Khong Heng Kongsii is entitled to new sub-leases.

5. Consequently, I must ask your Directors to state within one week of date whether they admit this "Kongsii" is entitled to the new sub-subleases and will instruct their solicitors to prepare the necessary documents for execution and registration.

30

6. If they do not admit my clients' claim, then my clients will call for an arbitration as to the true construction and intention of the agreement of 22nd October, 1931.

7. If your Directors admit my clients are

entitled to new sub-leases, then I must ask for drafts to be submitted to me for my approval without delay.

This matter cannot be allowed to stand over indefinitely.

Yours faithfully,

Sgd. E.A.S. Wagner

Exhibits

A.3 (p.713)

Letter from
E.A.S.Wagner
to Evatt & Co.
13th February,
1951
(continued)

A.3 (p.715) - LETTER FROM EVATT & CO. TO
E.A.S. WAGNER

A.3 (p.715)

Letter from
Evatt & Co.to
E.A.S.Wagner

10

Secretaries:
EVATT & CO.
Chartered Accountants.

P.O.Box No.136,
Chartered Bank Chambers,
Ipoh, Malaya.

28th February,
1951.

28th February, 1951.

E.A.S. Wagner, Esq.,
5 Old Pudu Road,
Kuala Lumpur.

Dear Sir,

20

KHONG HENG KONGSI.

We have to acknowledge receipt of your letter of the 23rd February and note what you write.

New subleases will be prepared.

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

Exhibits

A.3 (p.716) - LETTER FROM EVATT & CO. TO
E.A.S.WAGNER.

A.3 (p.716)

Letter from
Evatt & Co.to
E.A.S.Wagner

... PEGANG PROSPECTING COMPANY, LIMITED

16th March,
1951

Secretaries:
EVATT & CO.
Chartered Accountants

P.O.Box No.136,
Chartered Bank Chambers,
Ipoh, Malaya.

PPCL/V.

16th March, 1951.

E.A.S.Wagner, Esq.,
5 Old Fudu Road,
Kuala Lumpur.

10

Dear Sir,

Khong Heng Kongs

Further to our letter of the 28th February 1951, it now comes to our knowledge that subleases over M.L's. 8899, 11543, 11544 are by this Company to Chan Phooi Hoong and not to Khong Heng Kongs.

We would suggest therefore that you communicate with Mr. Chan Phooi Hoong with regard to renewal of the sub-subleases over these areas.

20

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

A.3 (p.717) - LETTER FROM EVATT & CO. TO TONG
SWEE KING.

Exhibits

A.3 (p.717)

PEGANG PROSPECTING COMPANY, LIMITED

Letter from
Evatt & Co. to
Tong Swee King

SECRETARIES:
EVATT & CO. P.O. Box No.136,
Chartered Accountants. Chartered Bank Chambers,
Ipoh, Malaya.

16th March,
1951.

PPCL/V.

16th March, 1951.

10 Madam Tong Swee King,
Executrix of the Estate of Ho Kok Yew,
2 Lau Ek Ching Street,
I P O H.

Dear Madam,

We enclose the copy of a letter dated 18th
September 1950 which we addressed to Mr. Chan
Phooi Hoong and with which he appears to be in
agreement.

20 We wish to know whether you are prepared to
accept the position as laid down in this letter as
the basis of a new Agreement which will cancel that
of 22nd October 1951.

We have not communicated direct with Mr.
Wagner on the subject as we wish to save unnecessary
lawyer's fees on the matter, but you are of course
perfectly at liberty to refer our letter to him
should you so desire.

Yours faithfully,

Sgd. Evatt & Co.

Secretaries.

ExhibitsA.3 (p.719) - LETTER FROM E.A.S.WAGNER TO
EVATT & CO.A.3 (p.719)

Letter from
E.A.S.Wagner
to Evatt & Co.

E.A.S.WAGNER
Advocate & Solicitor.

No. 5, Old Pudu Road,
Kuala Lumpur.

30th March,
1951

30th March, 1951.

Messrs. Evatt & Co.,
Secretaries, Pegang Prospecting Co.Ltd.,
P.O.Box 136,
IPOH.

10

Dear Sirs,

I have been consulted upon your letter of the 16th instant to Madam Tong Swee King and its enclosure, being copy of a letter dated 18th September 1950 from you to Mr. Chan Phooi Hoong. It is strange that a copy of this letter was not sent to Madam Tong or me earlier.

2. In connection with the letter I would draw your attention to your letters of the 9th and 21st February 1949 respectively to Madam Tong.

20

3. I have advised Madam Tong that the objects of your Company's proposals would appear to be that the Company, which is taking no risks, shall obtain a greater immediate income to the diminution of the profits of the working miners.

Those objects are diametrically opposed to the objects contained in the agreement of October 1931 under which (inter alia) "the rights of all parties are adequately covered."

See your letter of 9th February 1949.

30

4. In view of all the circumstances I have advised Madam Tong her only course now is to call:

- (a) upon you to execute new subleases, which shall include all renewals, over (renewed) Mining Leases 8899, 10217, 11543 & 11544 in favour of Chan Phooi Hoong;

- (b) upon Chan Phooi Hoong to execute new sub-subleases, also to include all renewals, over these lands above-mentioned in her favour as Trustee;
- (c) upon you to execute new subleases of Mining Leases 9946, 11646 & 11647 in her favour as Trustee

Exhibits

A.3 (p.719)

Letter from
E.A.S.Wagner
to Evatt & Co.

30th March,
1951.

(continued)

10 all subleases and sub-subleases to be mutatis mutandis in the terms of the expired sub and sub-subleases and to be executed without delay.

5. Will you please let me know soon if your Company will execute the documents called for.

If they will not, Madam Tong will call for an arbitration as to the construction and intention of the agreement of October 1931.

Madam Tong does not intend to await any undue delay and if I do not hear very soon, I shall advise her to call for an arbitration and to notify you of the name of her arbitrator.

20 6. I am instructed to add, strictly without prejudice, to the rights indicated above, that she will recommend to her partners the issue of a huptong to Foong Seong over M.L. 11544 upon such terms as she may consider suitable, but it must be understood that neither she nor the Khong Heng Kongsii by this letter gives any undertaking to grant this huptong.

Yours faithfully,

Sgd. E.A.S.Wagner.

ExhibitsA.3 (p.722) - LETTER FROM DAS & CO. TO CHAN
PHOOI HOONG.A.3 (p.722)

REGISTERED.

Letter from
Das & Co. to
Chan Phooi
Hoong.

BKD/L/677/51.

8th May, 1951.

8th May 1951.

Mr. Chan Phooi Hoong,
164 High Street,
Kuala Lumpur.

Dear Sir,

We are instructed by the Pegang Prospecting
Company Ltd. that they are prepared to renew the
sublease in respect of Mining Leases Nos. 8899 and
11543 only on the same terms and conditions. We
enclose herewith draft sublease for your approval.
The only difference between the draft sublease and
the expired sublease is in clause 9. This clause
in the old sublease provided for payment of tribute
on quota when restriction was in force. The new
clause 9 provided for the contingency in the event
of restriction being brought into operation in
future and, therefore, had to be differently worded.

10

20

The Estate of Ho Kok Yew deceased may be
entitled to a sub-sublease from you. Our clients
have written to her that should she want a sub-
sublease she should apply to you.

Our clients hold the view that they are under
no obligation to renew the sublease in respect of
the other lands, as they are not needed for the
mining scheme.

As regards the sublease over a portion of
M.L. 10217 which was executed by you some time
last year, nothing further has been done in view
of the fact that the executors of the Estate of Ho
Kok Yew deceased refused to complete the sub-
sublease. With regard to this land, we would like to
know what you propose to do.

30

Please let us have an early reply and return
us the draft sublease with your comments.

Yours faithfully,

Sgd. Das & Co.

40

Copy to Messrs: Evatt & Co.
For your information.

A.3 (p.725) - LETTER FROM COLLECTOR OF LAND
REVENUE, KINTA BATU GAJAH TO
EVATT & CO. WITH SKETCH
ATTACHED.

Exhibits

A.3 (p.725)

RECEIVED 22 May 1951

No.43 in KLO 104/46.

Kinta Land Office,
Batu Gajah, 21 May, 1951.

Letter from
Collector of
Land Revenue,
Kinta Batu
Gajah to
Evatt & Co.
with sketch
attached.

21st May 1951

10 M/S Evatt & Co.,
P.O.Box 136,
IPOH.

PEGANG PROSPECTING CO. LTD.

20 Reference your application for a Mining Lease
over 34 acres of State land in the Mukim of Blanja
& S.Trap, I have to inform you that the Ruler in
Council has approved the issue of a Permit to
Prospect for $8\frac{1}{4}$ acres (approximately as per sketch
attached) for a period of six months subject to the
payment of a fee of \$10 for the permit and on
condition that the prospecting plans and results
show, in addition to the usual tin-ore values.

(i) The nature of ground prospected every
5 feet in depth.

(ii) The accurate position of the pipeline
in relation to the bores.

30 2. No guarantee can be given that a
subsequent application for a Mining Lease will also
be approved. Moreover, if payable values of tin
are found on this land, one of the stipulations
for approval of any subsequent mining application
may be the payment of some part of the cost of
removal of the existing water pipe line and
construction of an alternative water supply for
places now served by it.

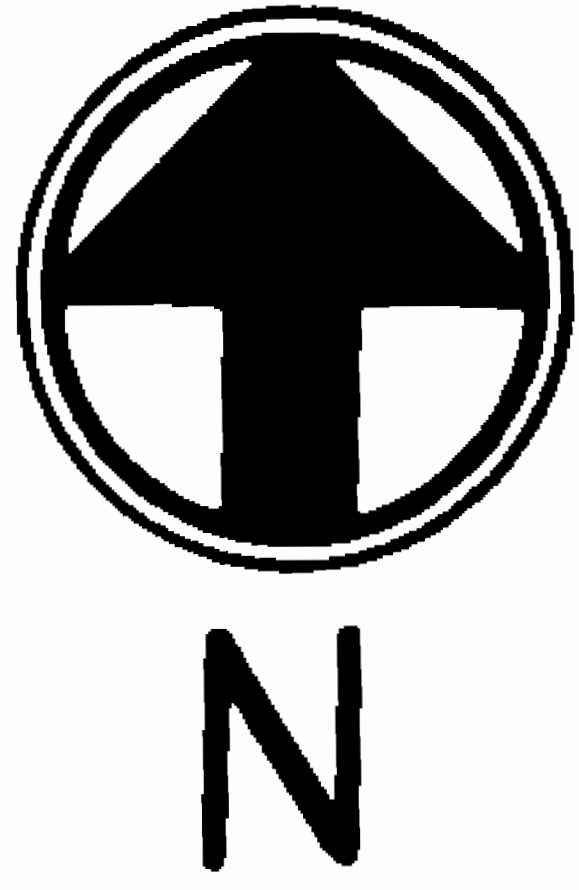
3. If the above conditions are acceptable,
please remit the fee of \$10 when the Permit to
Prospect will be issued.

Sgd.

COLLECTOR OF LAND REVENUE,
KINTA.

EXHIBITS
A.3 (P. 725)

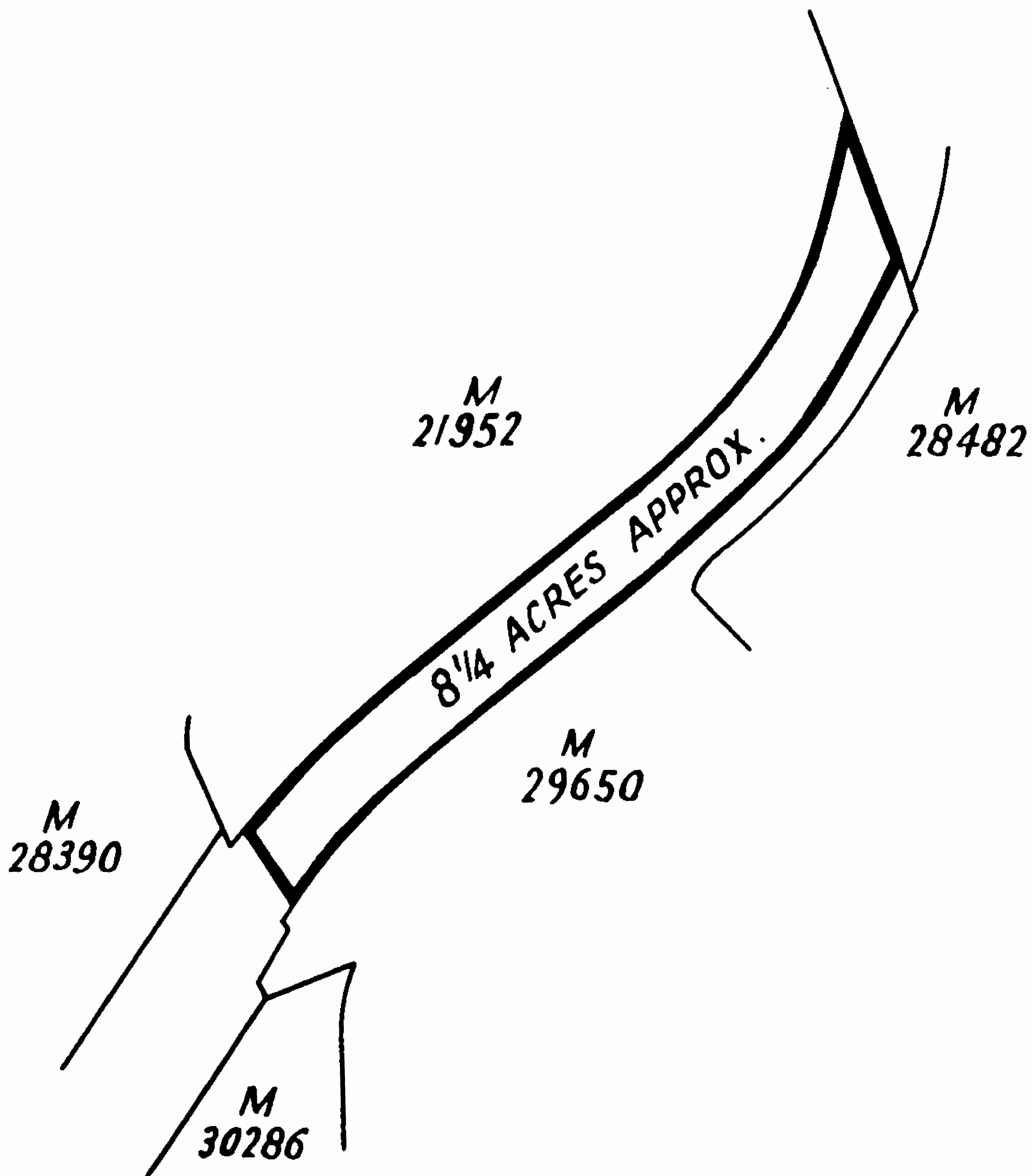
LETTER FROM
COLLECTOR OF
LAND REVENUE,
KINTA BATU
GAJAH TO
EVATT & CO. WITH
SKETCH ATTACHED.
21ST MAY 1951.



MUKIM OF BLANJA

SHEET 158 A

SCALE: 8 CHAINS TO AN INCH



A.3 (p.728) - LETTER FROM DAS & CO. TO CHAN
PHOOI HOONG.

Exhibits

A.3 (p.728)

BKD/F/910/51

16th June, 1951.

Letter from
Das & Co. to
Chan Phooi
Hoong

Mr. Chan Phooi Hoong,
164, High Street,
KUALA LUMPUR.

16th June 1951

Re Sublease of Mining Leases Nos. 8899 & 11543

Dear Sir,

10 We refer you to our letter dated 8th May, 1951
enclosing draft sublease of the above lands from
Pegang Prospecting Company Ltd. to yourself for
your approval. We have not had even an acknowledg-
ment from you yet.

20 Please let us know if you wish to take the
sublease and if so, please return us the draft
with your comments, if any. We are instructed to
point out that the lands are being worked,
presumably by Madam Tong Swee King by your
authority or licence for which neither you nor she
has got a proper sublease. If the position is
not regularised by your acceptance of a proper
sublease, our clients will be compelled to take
steps to stop mining operations thereon.

Please let us have a reply within one week.

Yours faithfully,

Sgd. Das & Co.

ExhibitsA.3 (p.729) - LETTER FROM CHAN PHOOI HOONG
TO DAS & CO.A.3 (p.729)

Letter from
Chan Phooi
Hoong to Das
& Co.

2nd August,
1951

CHOP CHAN THYE LEE,
TIN MINERS.

Messrs. Das & Co.,
Advocates & Solicitors,
110-112, Belfield Street,
IPOH.

HEAD OFFICE:
No. 164, High Street,
Kuala Lumpur.

2nd August, 1951.

Dear Sirs,

Re Draft Sublease of M.L.Nos.8899
& 11543.

10

With reference to your letters bearing Ref.
Nos. BKD/677/51 and BKD/910/51 on the above subject,
I am to inform you that I do not approve the Draft
under the following reasons:-

- A. M.L.Nos.10217 & 11544 have been omitted
in the Draft.
- B If the above Leases are not inserted,
then why my Interest and Rights on the
said Leases are not covered under a
separate Document.

20

2. I would refer you to a Resolution passed
at a Msetting held at the Office of the Pegang
Prospecting Co. Ltd. on 5th August 1948 which
provided me with the enjoyment of tributes as
catalogued below:

On M.L. 10217	Chan Phooi Hoong	entitles	2%	
	Estate of Ho Kok Yew	"	2%	
	Pegang Prospecting Co.Ltd.	"	7%	
On M.L. 11544	Chan Phooi Hoong	entitles	4%	30
	Estate of Ho Kok Yew	"	4%	
	Pegang Prospecting Co. Ltd.	"	7%	

3. It is, therefore, impossible for me - also
the Estate of Ho Kok Yew - to accept the incomplete
terms of the Draft Sublease and unless the Pegang
Prospecting Co.Ltd. adopt the Resolution passed at
the aforesaid Meeting, no solution in this matter
can be worked out. Draft Sublease is herewith
returned.

40

I regret the delay in not giving your letter
early attention.

Yours faithfully, CHAN PHOOI HOONG
By His Attorney CHAN KWONG SOON

A.3 (p.732) - LETTER FROM EVATT & CO. TO
COLLECTOR OF LAND REVENUE, KINTA,
BATU GAJAH.

Exhibits

A.3 (p.732)

PEGANG PROSPECTING COMPANY, LIMITED

Secretaries:
EVATT & CO.
Chartered Accountants.

P.O.Box No.136,
Chartered Bank Chambers,
Ipoh, Malaya.

PPCL/H.

11th September, 1951.

Letter from
Evatt & Co. to
Collector of
Land Revenue,
Kinta, Batu
Gajah.

11th September,
1951

10 The Collector of Land Revenue,
Kinta,
Batu Gajah.

Dear Sir,

We enclose in duplicate an application for a
prospecting licence.

This application refers to land adjoining the
Company's present mining leases and refers to areas
which are required for future extension of the
existing mines.

Yours faithfully,

20

Sgd. Evatt & Co.

Secretaries.

NOTE: This document is numbered as:-

No. (1) in K.L.O. 917/51.

Exhibits

A.3 (p.733) - APPLICATION FOR PROSPECTING LICENCE BY PEGANG PROSPECTING CO.LTD.

(Land 117)

Application for Prospecting Licence by Pegang Prospecting Co.Ltd.

FEDERATION OF MALAYA 301A
GOVERNMENT OF = 321

APPLICATION FOR PROSPECTING LICENCE

To: THE COLLECTOR OF LAND REVENUE.

- September, 1951.

We, Pegang Prospecting Co.Ltd., residing at Ipoh hereby beg to apply for a licence to prospect for tin over the land hereinafter described for a period of six months to commence from the date of the issue of the licence.

10

In the event of the Ruler in Council being satisfied with any prospecting work we further beg to apply for the prior right to select and receive a lease for a block of 90a. 1r. 12p. of mining land within the area covered by the licence.

We agree that the licence for which we now apply, and all rights under it, may be cancelled by the Ruler in Council should we cease prospecting work for a period of six months.

20

We agree to pay such enhanced fee as may be fixed by the Ruler in Council, and to pay all charges incurred in fixing the position of land to be prospected.

Particulars of Land.

Division Mukim of Blanja.
Description Railway Reserve & State land
Approximate Area Approx: 90a.1r.12p.
Boundaries Please see sketch plan behind.

30

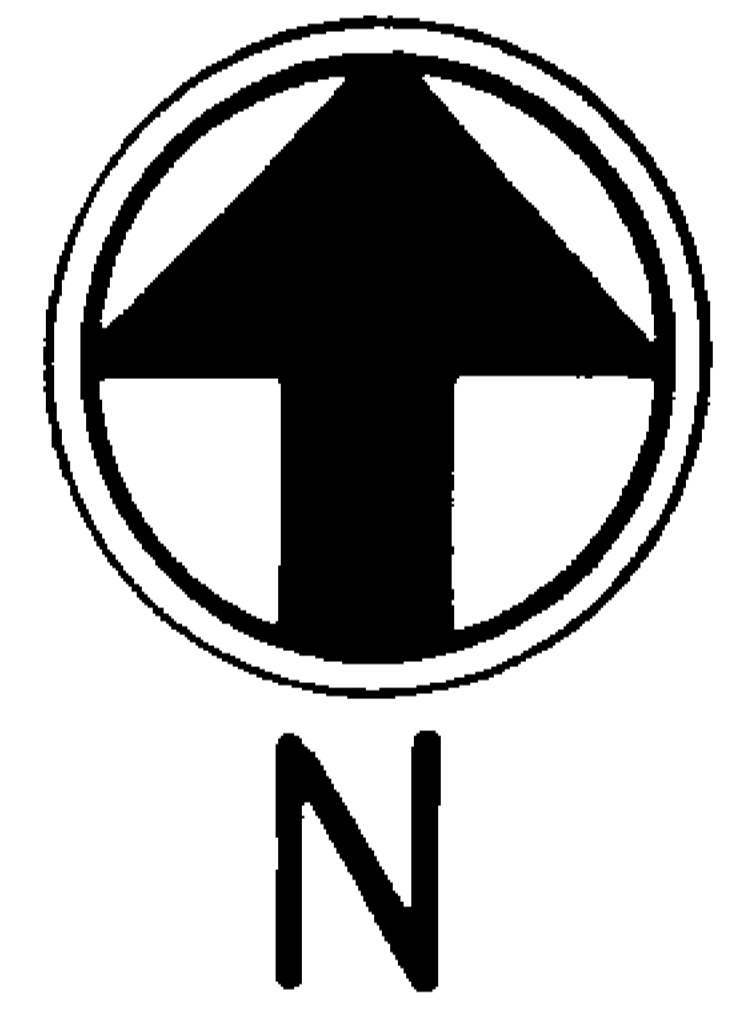
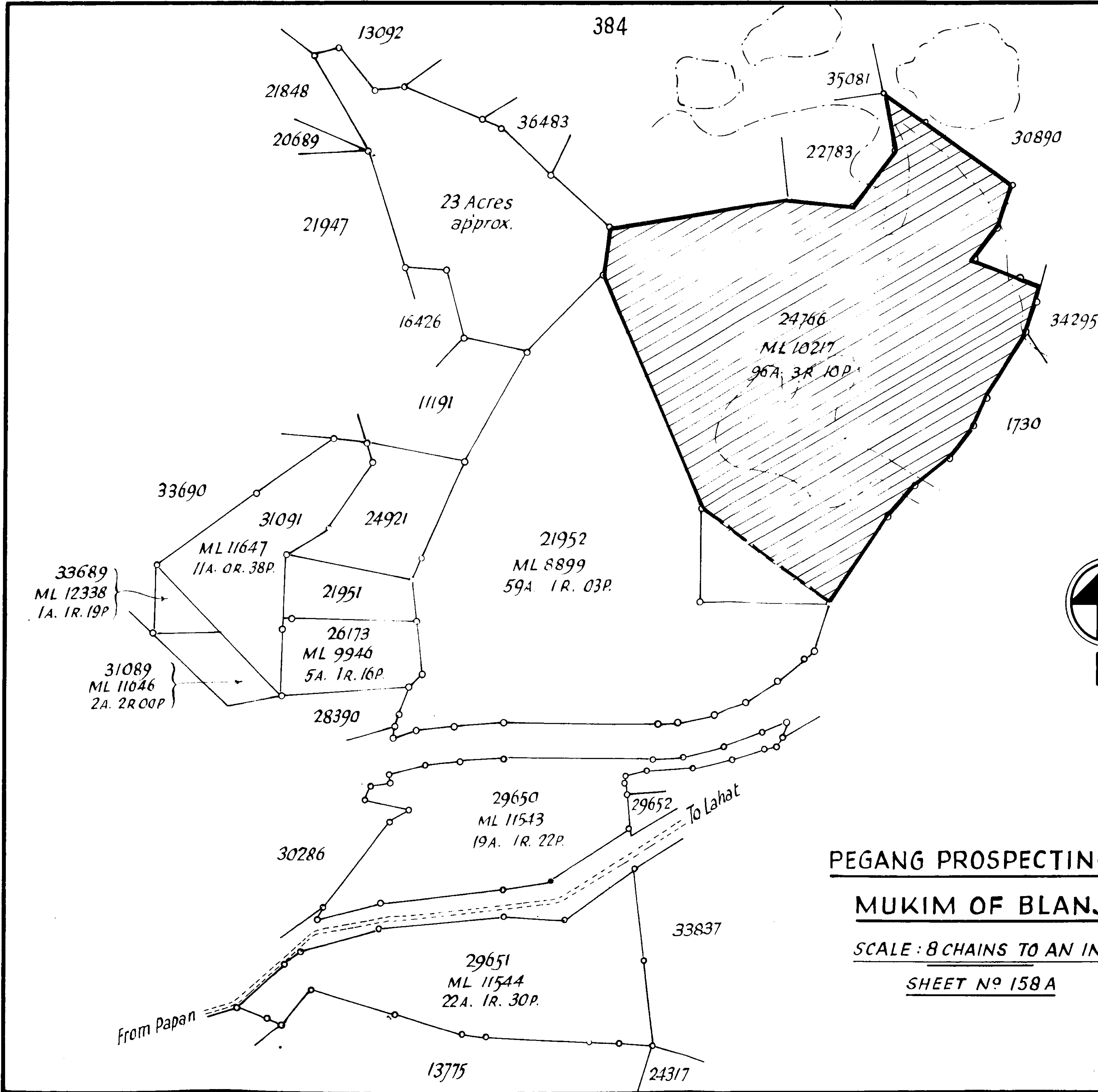
Fees Pegang Prospecting Co.Ltd.
September, 1951. Sgd. Evatt & Co.

Secretaries
Mercantile Bank Building,
Ipoh

Received by me this day of
at p.m. and registered as No.
Collector of Land Revenue.

EXHIBITS
A.4 (P. 795)

MEMORANDUM OF
SUBLEASE N^o K.O.6/56
OVER M.L. N^o 10217
LOT 24766 FROM
PEGANG PROSPECTING
CO. LTD. TO LEOW YAN
SIP AND WONG FOOK
HING.
3RD MARCH 1956
(CONTINUED)



PEGANG PROSPECTING LTD.

MUKIM OF BLANJA

SCALE: 8 CHAINS TO AN INCH

SHEET N^o 158 A

A.3 (p.741) - LETTER FROM SENIOR INSPECTOR OF
MINES, PERAK TO EVATT & CO.

Exhibits

A.3 (p.741)

Office of the
Senior Inspector of Mines,
Perak.

Letter from
Senior Inspec-
tor of Mines,
Perak, to
Evatt & Co.

No.(11) in Pk.Mines 65/49

Ipoh, 18th July, 1952.

18th July, 1952

To: Messrs. Evatt & Co.,
Secretaries: Pegang Prospecting Co.Ltd.,
P.O.Box 136, I F O H.

10

Gentlemen,

Madam Tong Swee King
Khong Heng Kongsi

I have the honour to refer to the former
arrangement whereby the Pegang Prospecting Co.Ltd.
granted sub-leases over M.Ls.9946, 11646 and 11647
to Madam Tong Swee King as the Executrix of the
Estate of Ho Kok Yew (deceased) and over M.Ls.8899
and 11543 to Chan Phooi Hoong, who in turn sub-sub-
leased to Madam Tong Swee King, and to enquire
whether it is proposed to renew these sub-leases.

20

2. Madam Tong Swee King is at present
operating on M.L.8899 without any valid title.

3. I shall be grateful if you will give
this matter your prompt attention.

I have the honour to be,
Gentlemen,
Your obedient servant,

Sgd. A.W.Burne

f. Ag.SENIOR INSPECTOR OF MINES,
PERAK.

30

Circulate & call mtg
of directors for 6 p.m.
on 24/7/62 at Gopeng Rd.

Exhibits

A.3 (p.743) - LETTER FROM EVATT & CO. TO WONG FOOK HING.

A.3 (p.743)

PPCL/V

6th August, 1952

Letter from
Evatt & Co.
to Wong Fook
Hing.

Mr. Wong Fook Hing,
76 Gopeng Road,
I P O H.

6th August
1952

Dear Sir,

With reference to your call at this office and upon Mr. Greenwood on 5th August 1952, we write to confirm our remarks to you.

10

The Directors are prepared to grant a huptong to you over part of M.L. 10217, Lot 24766 provided you are able to produce to us a mining scheme for the area approved by the Mines Department.

Yours faithfully,
Sgd. Evatt & Co.
Secretaries

A.3 (p.745)

A.3 (p.745) - LETTER FROM EVATT & CO. TO SENIOR INSPECTOR OF MINES, PERAK, IPOH.

Letter from
Evatt & Co. to
Senior Inspec-
tor of Mines,
Perak, Ipoh.

PPCL/V

12th September, 1952.

20

The Senior Inspector of Mines,
I P O H.

12th September,
1952

Dear Sir,

Renewal of Subleases.

We are in receipt of your letter Pk.Mines 65/49/14 dated 11th September, 1952, and have to inform you that the question of whether or not the Company should renew the subleases to Madam Tong Swee King has now been referred to arbitration.

Yours faithfully,
Sgd. Evatt & Co.
Secretaries.

30

KACHA & MENELAI MINING SCHEME,
PAPAN, PERAK, MALAYA.

Exhibits

A.3 (p.746)

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

Town Office:
Nos. 2-4, Lau Ek Ching Street,
Ipoh, Malaya.

Letter from
Khong Heng
Kongsi to Chan
Phooi Hoong.

22nd October, 1952

A.R. REGISTERED.

Mr. Chan Phooi Hoong,
164, High Street,
Kuala Lumpur.

22nd October,
1952.

10

Dear Sir,

M.L. 11447 Lot 30286

In an interview with the Inspector of Mines, Batu Gajah with reference to above-named mining lease, I am directed to quote that you have written to the effect that you are prepared to give a sub-lease over the said mining lease in my favour.

20

I now write to receive your assurance in writing to that effect and on the same conditions as the previous sublease.

It must be obvious to you that I am writing to you in good faith and in the main for your good interests. Least of all would I wish you to lose this land.

To my mind, the only course open to save your ownership to it is to immediately draw up a sub-lease in my favour and to have it included in my Aggregation Permit.

30

I may add that this must be done as soon as possible. I regret you had not taken this step earlier as advised in our previous interviews over this matter months ago.

Please do not waste any more time now to save the situation.

My best wishes.

Yours faithfully,

Sgd. Khong Heng Kongsi

T. S. P.

40

f. Managing Partner

ExhibitsA.3 (p.748) - MINUTES OF 28TH ANNUAL
GENERAL MEETING OF SHAREHOLDERS
OF PEGANG PROSPECTING CO.LTD.A.3 (p.748)

Minutes of 28th
Annual General
Meeting of
shareholders
of Pegang
Prospecting Co.
Ltd.

8th December,
1952

PEGANG PROSPECTING COMPANY, LIMITED.

Minutes of the Twenty Eighth Annual General Meeting of the Members of Pegang Prospecting Company Limited, held at the Registered Offices of the Company, Chartered Bank Chambers, Ipoh, on Monday, 8th December, 1952 at 11 a.m.

Mr.C.E.Cumming (Chairman)
Mr.H.F.C. Greenwood
Mr.A.Niblock

10

By Proxy: Mr.R.C.Kendall.

The Notice calling the Meeting was read by the Secretaries.

The Minutes of the last Annual General Meeting held on 7th December 1951 were read and confirmed.

The Secretaries having read the Report of the Auditors the Chairman addressed the Meeting as follows:-

20

"Gentlemen:

You have had for the prescribed period the Directors' Report which was circulated with the Accounts with your permission I will take them as read: should any question arise concerning the Accounts I will endeavour to reply later.

The Accounts for the past year show a profit of \$7,660.46 and your Directors recommend the payment of a Final Dividend of 10% less Income Tax at 30% which will absorb \$5,180/- and leave a balance of \$14,803.43 on Profit & Loss Appropriation Account.

30

I quite expected and hoped that by this time I should have something more definite and more encouraging to say: as it is that confounded "Arbitration" demanded by the ex-sublessees is still hanging over our heads, failing to agree to a nomination the opposition called upon the Court

to do so and such was done but nothing happened for months, finally under pressure from the Company's solicitors a date was agreed upon during last month and we were all set until informed that the appointed Arbitrator was in hospital and that is the last we have heard of it.

Exhibits

A.3 (p.748)

Minutes of 28th Annual General Meeting of shareholders of Pegang Prospecting Co.Ltd.

8th December, 1952.

(continued)

10 Again I have to report no revenue from the Company's Lot No. 29651 known as "Lower Flats" or that part of Lot 24766 known as Sungei Menelai Catchment "Hill Area".

20 As I said last year the Company had given a sublease to Towkay Foong Seong who was in a position to work the "Lower Flats" and willing to do so by gravel pumping; on account of the situation it is quite a large undertaking calling for a deviation of Sungei Johan over a distance of nearly half a mile the plans for which have been approved after prolonged reference to the Authorities, in order to clear the course for the river a large mound of earth and stones dumped from another area needs removal to a place where it will no longer occupy valuable ground and the mine proper to commence at the lower end of the deviation and working upwards sooner or later call for dumping area half a mile or more away.

30 So far as the Towkay has installed a 120 H.P. engine and a pressure pump near the mound intending to use a nozzle on it: an 8" gravel pumping installation will be required at the lower end for the actual mining; by the time the mine reaches the site of the mound or earlier special preparations for mining will be called for judging by the Company's Bore No. 32 of 1940 which went to a depth of nearly 100 feet for an average of 7.36 katties per cubic yard of tin-ore in a complicated geological formation which may possibly be described as an almost vertical "pipe" in the limestone with a mixture of schist and possibly granitic intrusive material.

40 As to the Menelai area, prospecting by Mr. Wong Fook Heng, who hopes for a sublease of the area, shows the area to be much deeper and richer in parts than was disclosed by the Company's investigation of more than 20 years past; meanwhile a moderate water supply has become available owing to cessation of mining in the

ExhibitsA.3 (p.748)

Minutes of 28th
Annual General
Meeting of
shareholders
of Pegang
Prospecting
Co.Ltd.

8th December,
1952.

(continued)

valley but the difficulty as to dumping remains to be overcome.

The sublessees' Khong Heng Kongsii at Kacha averaged about 100 piculs of ore monthly the mine suffers from the deterrent effects of depth, distance from the dumping area, high level of the dump, muddy returned water on account of no proper water supply having been provided, large open catchment area, and cramped position between the hillside and the abandoned Railway Reserve all tending towards low production and high costs.

10

At present the mining plan comprises:-

No.1 Sump: 1 - 8" vertical gravel pump driven by 150 H.P. electric motor and served by a 3/8 c.yd. excavator of digger type and 3 nozzles under natural head from ground level; the pump delivers to No. Sump gravel at about 25 feet (deepening) and also serves to throw flood water to ground level at about 110 feet.

No.2 Sump: 1 - 4 cyl. x 240 H.P.I.C. engine and 8" gravel pump delivering to No. 1 palong at about 125 feet.

20

No.3 Sump: 1 - 150 H.P. engine and 8" gravel pump lifting to about 70 feet and discharging on to dumping area.

The bottom of the mine is coming down to a point and difficultids are likely to increase unless the mine be allowed to slope into the Railway Reserve in which unfortunately the Kinta Water Main remains.

30

Towkay Lim Seng Fook's Chee Seng Kongsii has struggled bravely with the touch low grade ground at S.Pinjji, Tambun, producing 264.76 piculs of ore during the year under review; the area in the vicinity remains unsettled and the future of mining there is indefinite.

The Company has heard no more about the application for State Land which I mentioned last year and has done no prospecting during the year under review."

40

On the proposal of Mr. Greenwood, seconded

by Mr. Niblock, it was resolved that the Report and Accounts for the year ended 30th September 1952 be adopted.

DIVIDEND:

It was resolved that dividend of 10% less Tax 30% be paid in respect of the year ended 30th September 1952 to Shareholders on the Register at 15th December 1952, the dividend to be paid on 17th December, 1952.

10 Mr. Greenwood was re-elected a Director on the proposal of Mr. Niblock, seconded by Mr. Cumming.

It was resolved that the Directors be paid the sum of £3,000/- in respect of the year ended 30th September, 1952.

Messrs. Brown, Phillips & Stewart were re-elected Auditors at a fee to be arranged by the Directors.

20 There being no further business, the Meeting closed with a vote of thanks to the Chair.

Exhibits

A.3 (p.748)

Minutes of 28th Annual General Meeting of shareholders of Pegang Prospecting Co.Ltd.

8th December, 1952

continued)



Exhibits

A.4 (p.753) - LETTER FROM COLLECTOR OF LAND REVENUE, KINTA, TO PEGANG PROSPECTING CO. LTD.

A.4 (p.763)

Letter from Collector of Land Revenue, Kinta, to Pegang Prospecting Co.Ltd.

No.(8) in KLO.917-51 Kinta Land Office
Batu Gajah, 16th April 1953.
To: Pegang Prospecting Co Ltd.,
P. O. Box 136,
Ipoh.

16th April, 1953.

With reference to your application for a Prospecting Licence over approximately 31 acres of State Land including a portion of the Old Tronoh Branch Railway Reserve in the mukim of Blanja, I have to inform you that, in the event of a permit to Prospect being approved, no guarantee can be given that a subsequent application for a mining lease will also be approved. Moreover, if payable values of tin are found on this land, one of the stipulations for approval of any subsequent mining application may be the payment of some part of the cost of removal of the existing water pipe line and construction of an alternative water supply for places now served by it. 10
20

2. In order that the application may be considered without further delay, I would be grateful if you will confirm that you would be willing to accept a permit to Prospect, if approved, in these circumstances.

Sd:
.....
COLLECTOR OF LAND REVENUE,
KINTA.

30

We would be pleased to accept a prospecting licences.

Yes on the terms stated in your letters

K.T.
Please send a copy to Mr Greenwood & Mr. Cumming.

A.4 (p.754) - LETTER FROM SECRETARIES, PEGANG
PROSPECTING CO.LTD. TO COLLECTOR
OF LAND REVENUE, BATU GAJAH.

Exhibits

A.4 (p.754)

PPCL/IHQ/V

25th April 1953.

The Collector of Land Revenue,
Kinta,
Batu Gajah.

Letter from
Secretaries,
Pegang Pros-
pecting Co.Ltd.
to Collector
of Land Revenue
Batu Gajah.

25th April,
1953.

Dear Sir,

10

Ref. Your Letter No. (8) in
KLO.917-51 dated 16th April, 1953

We have been instructed by the Directors to inform you that this Company would be pleased to accept a Prospecting Licence over approximately 31 acres of State Land including a portion of the Old Tronoh Branch Railway Reserve in the Mukim of Blanja.

The terms stated in your letter are understood and agreed to.

20

Yours faithfully,

Sd: Evatt & Co.,

Secretaries.

Exhibits

A.4 (p.755) - LETTER FROM INSPECTOR OF MINES,
BATU GAJAH, TO EVATT & CO.

A.4 (p.755)

Letter from
Inspector of
Mines, Batu
Gajah, to
Evatt & Co.

No.(49) in B.G. Mines 187/46.

Tele Batu Gajah 239

Mines Office,
Batu Gajah.

27th July 1953

27th July, 1953.

To: Pegang Prospecting Co.Ltd.
c/o Evatt & Co.,
P.O. Box No.136,
Ipoh.

10

Gentlemen,

MINING APPLICATIONS OVER TRONOH
RAILWAY RESERVE, NEAR PAPAN.

I have the honour to refer to your application
for a mining title over a portion of the old Ipoh -
Tronoh Railway Reserve, near Papan.

2. Your application has been held up pending a
decision regarding the deviation of the Kinta Water
Supply Pipe-line.

20

It now appears that the Public Works Department
have agreed to the deviation of this pipe-line.

I would, therefore, be grateful if your
representative could call at this office on Friday,
7th August, at 2.30 p.m. to discuss preliminary
details.

3. Would you please confirm.

I have the honour to be
Gentlemen,
Your obedient servant,

30

Sd:

.....

Inspector of Mines,
Batu Gajah.
(J. E. V. Collins)

A.4 (p.757) - MEMORANDUM OF AGREEMENT BETWEEN
TONG SWEE KING AND CHAN PHOOI
HOONG.

Exhibits

A.4 (p.757)

MEMORANDUM OF AGREEMENT made this 23rd day of September 1953 BETWEEN TONG SWEE KING(w) of 2, Lau Ek Ching Street, Ipoh (hereinafter called "the Miner") as Managing Partner of and for and on behalf of the Khong Heng Kongsi of the one part AND CHAN PHOOI HOONG of 164, High Street, Kuala Lumpur, of the other part.

Memorandum of Agreement between Tong Swee King and Chan Phooi Hoong.

23rd September, 1953.

WHEREAS the Miner together with several other persons are carrying on mining operations on lands of the Pegang Prospecting Co. Ltd. and on lands of the said Chan Phooi Hoong under the style or name of the Khong Heng Kongsi of which partnership the Miner is the Managing Partner and Attorney under a duly registered Power of Attorney.

AND WHEREAS in consequence of a dispute arising as to the meaning and intention of Clause 3 in the Memorandum of Agreement dated the 22nd day of October 1931 (hereinafter referred to as "the Agreement", a copy of which is hereto attached and marked "A") the said Miner in her own name but for and on behalf of and with the approval and consent of her partners in the said Khong Heng Kongsi instituted proceedings in the nature of an arbitration wherein the said Chan Phooi Hoong and the Pegang Prospecting Co Ltd. (hereinafter referred to as "the Company") were parties.

AND WHEREAS in the said arbitration the said Miner claimed that the said Chan Phooi Hoong shall upon receipt of a renewal of sub-lease No. 66 of 1937 over the lands therein mentioned (copy of which is hereto attached) execute in favour of the Miner a sub-sublease in the terms of sub-sublease No.67 of 1937 (copy of which is hereto attached)

AND WHEREAS at the hearing of the said arbitration the said Chan Phooi Hoong(a) contended that he was under no obligation to execute in favour of and deliver to the Miner a new sub-sublease in the terms of sub-sub-lease 67 of 1937; and (b) submitted that that issue between the Miner and himself was properly one for decision by the Supreme Court under the provisions of the

Exhibits

Arbitration Ordinance, 1950.

A.4 (p.757)

Memorandum of
Agreement
between Tong
Swee King and
Chan Phooi
Hoong.

23rd September,
1953.

AND WHEREAS the Miner agreed with the said Chan Phooi Hoong that the said issue should be referred to the Supreme Court for adjudication unless the Miner and the said Chan Phooi Hoong were previously able to settle amicably their difference of opinion on this issue.

AND WHEREAS at the termination of the said arbitration proceedings an award was made to the effect that the said lands mentioned in sublease 66 of 1937 aforesaid (hereinafter referred to as "the lands") are required for carrying out the Mining Scheme referred to in the said Agreement.

10

AND WHEREAS in order to avoid the expense, delay and inconvenience of further litigation the Miner and the said Chan Phooi Hoong have agreed to settle their difference of opinion upon the terms and conditions hereinafter set forth.

NOW IT IS MUTUALLY AGREED between the parties hereto as follows:-

20

1. That in consideration of the mutual promises and undertakings as hereinafter set forth made and given by each of the parties hereto to the other of them the said Chan Phooi Hoong hereby agrees and undertakes upon the delivery by the Company to him of a registrable sublease over the lands free of encumbrance to execute and deliver to the Miner a sub-sublease thereover free of encumbrance for the period of the leases and of any renewals thereof (for which latter he undertakes to use his best endeavours to obtain from the Company) in the term of sub-sublease 67 of 1937 except that in substitution for the tribute of one per cent (1%) payable to the said Chan Phooi Hoong as Sublessor the rate of tribute payable by the Miner to the said Chan Phooi Hoong as Sublessor shall be apportioned and be payable at the rate and in manner following:-

30

(a) A tribute of two per centum (2%) upon the value of all ore won by the Miner from her own workings in the lands contained in Mining Leases 8899, 11543 and the southern or Kacha area of Mining Lease 10217.

40

(b) A tribute at the rate of two per centum (2%) upon the value of all ore won by the Miner from her own workings in the lands contained in Mining Lease 11544 and the northern or Menelai area of Mining Lease 10217. Provided in each of the foregoing cases that if by virtue of any judgment or order of the High Court the Company shall in a sublease of all or any of the lands above mentioned stipulate a higher rate of tribute than 7% then in each of the said cases the tribute payable by the Miner to the said Chan Phooi Hoong shall remain unaltered at 2%.

Exhibits

A.4 (p.757)

Memorandum of Agreement between Tong Swee King and Chan Phooi Hoong.

23rd September, 1953

(c) A tribute at the rate of one per centum (1%) upon the value of all ore won by the workings of any persons other than the Miner from the lands in Mining Lease 11544 and the northern or Menelai area of Mining Lease 10217 and, in addition, one equal half share of the difference between eight per cent (8%) and the rate at which the lands above referred to in this subclause have been let on huptong by the Miner for working by any other person or persons. Provided that in the event of any settlement with the Company of the disputes now outstanding between the Company and the parties hereto whereby as a term of such settlement the Company will pay to either of the parties hereto any portion of tribute over and above eight (8%) per cent accruing from workings on any of the lands referred to in this subclause under any huptong given by the Company then the portion of tribute so paid shall be divided equally between the parties hereto.

(continued)

2. And for the consideration aforesaid it is further agreed that upon delivery of a registrable sublease by the Company to the said Chan Phooi Hoong of that part of the existing railway reserve shaded in blue on the plan hereto attached (for which sublease together with the right to renewals thereof the said Chan Phooi Hoong will use his best endeavours to obtain) the said Chan Phooi Hoong shall execute in favour of and deliver to the Miner a registrable sub-sublease thereover with the right to renewals thereof at a tribute of two per cent (2%) over and above the tribute stipulated by the Company.

ExhibitsA.4 (p.757)

Memorandum of
Agreement
between Tong
Swee King and
Chan Phooi
Hoong.

23rd September,
1953

(continued)

3. And for the consideration aforesaid it is further agreed that upon delivery of a registrable sublease by the Company to the said Chan Phooi Hoong of that part of the existing railway reserve shaded in pink on the plan hereto attached (for which sublease together with the right to renewals thereof the said Chan Phooi Hoong will use his best endeavours to obtain) the said Chan Phooi Hoong shall execute in favour of and deliver to the Miner a registrable sub-sublease thereover with the right to renewals thereof at a tribute of two per cent (2%) over and above the tribute stipulated by the Company.

10

4. And for the consideration aforesaid it is further agreed that upon the said Chan Phooi Hoong being or hereafter becoming the lessee from Government of the lands heretofore included in Mining Leases Nos. 10526, 10527 and 11447 and/or of that portion of the railway reserve shaded pink on the plan hereto attached he the said Chan Phooi Hoong shall execute and deliver to the Miner a registrable sublease over the whole of the said lands or of such part thereof as may be leased to him and of any renewals thereof for the purpose of carrying out the said Mining Scheme as one comprehensive scheme of mining in accordance with the following condition as to the rate of tribute:-

20

(a) If the Miner shall carry on mining operations for the actual removal of ore from any of the lands now leased to or any lands (inclusive of any part of the existing railway reserve) which may hereafter be leased to the said Chan Phooi Hoong the Miner shall pay to the said Chan Phooi Hoong tribute upon the value of all ore won therefrom at the rate of seven per cent (7%).

30

(b) If the Miner shall carry on mining operations for the removal of ore from any land of the Company or from any land belonging to any person other than the said Chan Phooi Hoong and for the said operations shall use or require any land now belonging to or which may hereafter belong to the said Chan Phooi Hoong for dumping purposes only then the Miner shall pay to the said Chan Phooi Hoong a further tribute of one per cent (1%) over and above the tribute of two per cent (2%) hereinbefore referred to in Clause 1 above

40

for the privilege or dumping into the lands of the said Chan Phooi Hoong.

Exhibits

A.4 (p.757)

Memorandum of Agreement between Tong Swee King and Chan Phooi Hoong.

23rd September, 1953.

(continued)

10 5. That in the event of Government approving the issue of a lease or leases in favour of the Miner over any one or more of the lands now or hitherto held under Mining Leases 10526, 10527, 11447, 16694, 10525 and 10400 then the Miner shall in consideration of the payment by the said Chan Phooi Hoong to the Miner of all money expended by her in obtaining such lease or leases transfer the said lands in respect of which the mining lease has been approved to the said Chan Phooi Hoong who upon delivery of and in exchange for such transfer will execute in favour of and deliver to the Miner a registrable sublease for the period of the leases and of any renewals thereof over any land so approved at a tribute of seven per cent (7%).

20 6. If at any time after the date of these presents the said Chan Phooi Hoong applies for and is granted a lease over the portion of the Railway Reserve coloured pink on the plan hereto attached he agrees to sublease it and any renewals thereof to the Miner at a tribute of 7% on condition that, if at any later date after the expiry of such lease or of any renewal thereof a fresh lease over the said portion of the Railway Reserve should be granted by the Government to the Miner, the Miner agrees that she the Miner will transfer the said lease to the said Chan Phooi Hoong and upon 30 delivery of and in exchange for such transfer the said Chan Phooi Hoong will execute in favour of and deliver to the Miner a registratable sublease for the period of the lease and any renewals thereof over the said portion of the Railway Reserve at a tribute of 7% and the said Chan Phooi Hoong also undertakes to repay to the Miner all costs of the Miner incurred in such application and transfer.

40 7. The parties hereto being in agreement that the foregoing provisions of these presents create a common beneficial interest in the mining lands above referred to and in the said existing railway reserve, it is agreed between them that in all proceedings whether of a contentious or non-contentious nature before any judicial or other tribunal for the maintenance of the award above referred to and/or for securing and/or enforcing their respective rights and privileges by suit or

Exhibits

A.4 (p.757)

Memorandum of Agreement between Tong Swee King and Chan Phooi Hoong.

23rd September, 1953.

(continued)

otherwise all legal costs where the parties agree to instruct the same solicitor and counsel shall be borne in the proportions of seventy five per cent (75%) payable by the Miner and twenty five per cent (25%) payable by the said Chan Phooi Hoong.

8. This agreement shall be binding as well upon each of the parties hereto as upon their legal representative and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

10

SIGNED BY TONG SWEE KING) Sd: Tong Swee King.
in my presence:

Sd. C.N.Lim
Advocate & Solicitor,

SIGNED BY CHAN KWONG SOON) CHAN PHOOI HOONG
as attorney of Chan Phooi)
Hoong in my presence) by his Attorney

Sd. ?

Sd: CHAN KWONG SOON

20



A.4 (p.769) - LETTER FROM SENIOR INSPECTOR OF MINES, TO EVATT & CO.

Exhibits

A.4 (p.769)

TELEPHONE NO IPOH 345

OFFICE OF THE
SENIOR INSPECTOR OF MINES,
PERAK.

Letter from
Senior Inspec-
tor of Mines,
Perak to Evatt
& Co.

IPOH 17th February 1954

Your ref. No. (108) in PKMines 261/16.

To: Evatt & Co.,
Ipoh.

LILS/KSN

17th February,
1954

10 Gentlemen,

Mining of the former Ipoh-
Tronoh Railway Reserve.

I have the honour to refer to your application for a Mining Lease over portions of the former Tronoh Railway Reserve which involves the prior deviation of the Public Works Department Water Main and to inform you that the Administration has decided that your application will be considered on the clear understanding that you will pay:-

- 20 (a) the full cost of the immediately necessary diversion of the pipe line.
- (b) a royalty on all tin-ore won from leases which may be issued over the former Railway Reserve.

2. Will you please inform me whether you agree to your application being considered on these terms.

I have the honour to be,
Gentlemen,

30 Your obedient servant,

Sd: W.L.Stapleton
.....
Ag. SENIOR INSPECTOR OF
MINES, PERAK.

(W.L.Stapleton)

Exhibits

A.4 (p.770) - LETTER FROM SECRETARIES, PEGANG
PROSPECTING CO. LTD. TO SENIOR
INSPECTOR OF MINES, PERAK.

A.4 (p.770)

Letter from
Secretaries,
Pegang Pros-
pecting Co.Ltd.
to Senior
Inspector of
Mines, Perak.

20th February,
1954

EVATT & CO.
CHARTERED ACCOUNTANTS

PPCL/IHQ/V

Senior Inspector of Mines,
Perak,
Ipoh.

Dear Sir,

Your Ref. No. (108) in PK Mines
261/46 WIIS/KSN

Mining of the former Ipoh-Tronoh
Railway Reserve.

We are in receipt of your letter of 17th
February 1954, informing us that the Administration
will consider our application for a mining lease
over portions of former Tronoh Railway Reserve on
the clear understanding that we will pay:-

- (a) Full cost of diversion of the pipe. 20
- (b) A royalty on all tin-ore won from the
area.

We have always understood that we would have
to pay some part of or all of the cost of diverting
the pipe line.

To enable the Directors to consider the
proposal contained in your letter, would you please
inform us.

- (a) The approximate cost per mile of diverting
the pipe line. 30
- (b) The percentage of Royalty that is
contemplated.

You will appreciate that without having some
idea of the above expenditure, it is not practicable
for Directors of a compny to enter into a "clear
understanding" that they will undertake to pay
commitments to an unknown extent. We can assure
you that the Company is most interested in
obtaining a mining lease and trust that you will
be able to assist us by giving us the information
requested. 40

Yours faithfully,
Sd: Evatt & Co., Secretaries.

10

20

30

40

A.4 (p.772) - LETTER FROM SENIOR INSPECTOR OF MINES, PERAK, TO EVATT & CO.

Exhibits

A.4 (p.772)

Telephone No. IPOH 345

Letter from Senior Inspector of Mines, Perak, to Evatt & Co.

OFFICE OF THE SENIOR INSPECTOR OF MINES, PERAK.

IPOH 23rd February, 1954.

23rd February, 1954.

No. (116) in PK.Mines 261/46 BFW/KSN.

10 To: Messrs. Evatt & Co.,
Sec: Pegang Prospecting Co Ltd.,
P.O.Box No. 136,
Ipoh.

Gentlemen,

Mining of the former Ipoh-Tronoh Railway Reserve.

I have the honour to acknowledge receipt of your letter of 20th February, 1954, and to inform you that the diversion of the pipe-line is estimated at approximately \$1,500/= per chain.

20 2. I regret that I do not know what the rate of Royalty will be.

I have the honour to be,

Gentlemen,

Your obedient servant,

Sd: W.L.Stapleton
.....

Ag. SENIOR INSPECTOR OF MINES, PERAK.

(W.L.Stapleton)

ExhibitsA.4 (p.777)

Minutes of 30th
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

29th November,
1954

A.4 (p.777) - MINUTES OF 30TH ANNUAL GENERAL
MEETING OF PEGANG PROSPECTING
CO. LTD.

PEGANG PROSPECTING COMPANY, LIMITED

Minutes of the Thirtieth Annual
General Meeting of the Members of
Pegang Prospecting Company
Limited held at the Registered
Office of the Company, Chartered
Bank Chambers, Ipoh, on Monday,
29th November 1954 at 11 a.m.

10

PRESENT

Mr. C.E. Cumming (Chairman)
Mr. G.P. Hutton
Mr. A. Niblock

By Proxies: Mr. Lee Wan Seng,
Mr. Chong Mun Siew

NOTICE OF
MEETING:

The Secretaries reported that
a quorum was present and read the
Notice convening the Meeting.

MINUTES:

The Minutes of the Twenty Ninth
Annual General Meeting held on 29th
December 1953 were confirmed and
signed by the Chairman.

20

CHAIRMAN'S
REPORT:

The Chairman Addressed the
Meeting as follows:-

"Gentlemen:

I regret that it is now two
years since I last had the pleasure
of addressing you at length. As a
matter of fact I still suffer from
the effects of Internment and during
the past two years have been
"seriously ill" so the doctor said
when I asked him to pacify the
Income Tax Authorities, actually
there was nothing to report at that
time.

30

Now to proceed - You have for
the prescribed period had the

Directors' Report which was circulated with the Accounts; with your permission I will take them as read; should any question arise concerning the Accounts I will endeavour to reply later.

The Accounts for the past year show a profit of \$543.70 which means that you Directors are unable to recommend payment of a dividend.

10 You Directors are unable to reach a decision as to payment of an interim dividend for the current year pending the final result of the Company's Appeals with regard to the Award of the Arbitrator being received.

20 That "confounded Arbitration" as referred to in my address for 1952 is now more confounding than ever, after all these years we do not know how we stand and we suffer accordingly.

30 For reasons best known to our legal adviser I, although Founder, Chairman, Attorney and General Manager from the beginning and now largest shareholder and available at all times was not called during the Arbitration or during the Appeals, some of the evidence for the Sublessees was wrong and no one with the necessary knowledge was present to refute it, so it went down with the Arbitrator and greatly influenced his award against the Company, although he had his doubts about it; the evidence which concerned Lot 29651 now worked by Foong Seong was to the effect that the Sublessees were or would be able to work the area whereas all parties at a Meeting held on the 5th August 1948 unanimously agreed that they could not do so and quite rightly so, the area was to be sublet to Foong Seong but the Sublessees did not carry out the arrangement as to the Company 7% and they 8% of Foong Seong's 15% tribute.

40

Exhibits

A.4 (p.777)

Minutes of 30th Annual General Meeting of Pegang Prospecting Co.Ltd.

29th November, 1954

(continued)

ExhibitsA.4 (p.777)

Minutes of 30th
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

29th November,
1954

(continued)

The Arbitrator's Award was said to be had in law by Eminent London Counsel and following Originating Motion No. 8 of 1953 and No. 8 of 1954 part of the Award was set aside.

The Arbitrator was told that the Sublessees had dumping area in Lots 30286 and 29650 which was and is not so as that area was officially declared and has always been used for dumping by Khong Hceng Kongsy, is now so used and is necessary for the working of the mine; evidently the Company's representatives and the Arbitrator were unaware of these facts.

10

Civil Appeal No. 29 of 1954 fixed for the 31st August 1954 and postponed to the 18th October 1954 when the Company was represented by Sir Roland Braddell and Mr. B.K. Das was heard in the Supreme Court by three Judges - and that is how we now stand, still in the dark at 30th September 1954 with \$33,634.63 in the bank account 1954 and further tribute to draw from Khong Heng Kongsy which has to date been refused amounting to \$32,347.85.

20

As you see your Directors' policy is giving a sublease to Towkay Foong Seong directly in opposition to the dog in the manger policy of our then Sublessees has given excellent results although we must regret that Foong Seong was not allowed to open up in 1947 when he offered to instal an 8" gravel pump in one month so we missed the \$800/= a picul days - the price of tin ore is now about \$220/= per picul.

30

40

At present S. Johan is hampering the mine but the deviation of the river is nearly completed.

As to Lot 24766 known as

"S. Menelai Catchment Hill Area", Mr. Wong Fook Heng's scheme came to nothing so a sublease was withheld and remains dependent upon the final results of the Appeal.

Exhibits

A.4 (p.777)

Minutes of 30th Annual General Meeting of Pegang Prospecting Co. Ltd.

29th November, 1954

(continued)

10 Khong Heng Mine has been working under considerable difficulty as to water supply and dumping area and is cramped by the abandoned Railway Reserve into which sloping has not been permitted, the mine produced about 125 piculs monthly but costs are high and mounting up; Note: For "Ulu Kinta" in Directors' Report read Mukim of Blanja.

20 Khong Heng Mine reached a depth of about 100 feet exposing the rich schistose lead but went down to a point and had to cease in depth.

A 130 H.P. electric motor pressure pump now feeds two nozzles and two low pressure nozzles are fed by gravity all on the western face now about 50 feet high with production somewhat below normal.

30 A 130 H.P. motor drives an 8" gravel pump lifting from about 50 feet below the surface to Palong No.1, thence an I.C. engine of 190 H.P. lifts to Palong No.2, thence a back plant consisting of a 100 H.P. motor and 7" pump picks up the tailings and deposits through a pipe line on to Lots 30286 and 29650 areas which the Arbitrator was led to believe were available for dumping from Foong Seong's area Lot 29651; no proper survey of the plant is available but the total lifts must be about 200 feet.

40 A 3/8 c.yd. excavator is now cutting a channel for return water from the dump after sloping and benching at the Railway Reserve area.

ExhibitsA.4 (p.777)

Minutes of 30th
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

29th November,
1954

(continued)

Foong Seong - Mine No.2: After clearing away the mound of tailings to make way for a deviation of S.Johan a delay of some months occurred pending approval of the plans; since that time work on the deviation has continued and the banks of the channel are now being turfed in order to prevent erosion; masonry will be commenced after this rainy season.

10

The mine is in rough previously worked ground consisting of broken schist and limestone above limestone bedrock which is showing up with small patches of virgin karang at a depth of about 50 feet.

In the mine are an 8" and a 10" gravel pumps of the very efficient vertical drive type (no suction pipe) driven by 120 and 200 h.p. electric motors; the 120 H.P. I.C. engine after clearing away the mound now feeds 2" and 1½" nozzles in the mine while a 150 H.P. motor feeds 2" and 1½" nozzles.

20

In the bottom are 8" and 10" gravel pumps driven by 120 and 150 H.P. motors, the 8" pump is first lift to a second 8" pump which feeds a remarkable installation of jigs, tables and other forms of ore dressing machinery which appears to very efficiently trap the finest ore and a 7" back plant elevates tailings to the dump.

30

The 10" gravel pump lifts about 80 feet to a quadruple by 7 foot palong 240 feet in length a 7" gravel pump driven by a 100 H.P. motor lifts about 40 feet to the dump which is constantly rising.

40

A pump driven by a 100 H.P. motor supplies the ore dressing machinery with water and drives it.

Lim Seng Fook's Mine: Lot 34885; Tambun, Mukim of Ulu Kinta. The original mine came to a standstill after working out its tough corner but a new mine known Chee Seng Kongsu sold its first production in April 1954 and sold 342.14 piculs of ore during the year; since that period the mine has produced 100 piculs to date and is working under difficulty, the Company and its Co-lessee pay \$2/= per picul for the Perak Chinese Mining Association armed guards being half the levy rate of tribute being 10%.

ExhibitsA.4 (p.777)

Minutes of 30th Annual General Meeting of Pegang Prospecting Co.Ltd.

29th November, 1954

(continued)

The Company did not prospecting during the year.

Applications for State Land including the Railway Reserve, the latter dating from 1947 and others of later origin have come to nothing so far while conditions concerning the Railway Reserve become more complicated and, I may add more expensive as the years roll by."

ACCOUNTS:

The Secretaries reported that the increase in Secretarial and Office Expenses was brought about as below:-

Consulting Engineers Fees	\$1,028
Increased Secretarial Fee	1,200
Business Registration Fee	300
	<u>\$2,528</u> =

The Accounts were formally approved and passed.

DIRECTORATE:

Mr.C.E.Cumming and Mr.A.Niblock were re-elected Directors.

It was resolved that the Directors be paid the sum of \$3,250 in respect of the year ended 30th September 1954 to be distributed amongst them as they thought fit.

AUDITORS:

Messrs. Brown, Phillips and Stewart were re-elected Auditors for the ensuing year at a fee to be arranged by the Directors.

WAGES:

It was resolved that the wages

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ExhibitsA.4 (p.777)

Minutes of 30th
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

29th November,
1954

(continued)

of \$130 paid through Mr.Cumming to
Woo Kim Swee and Mustapha be
increased to \$190 per month from 1st
December, 1954.

CONCLUSION:

There being no further business,
the Meeting closed with a vote of
thanks to the Chair.

A.4 (p.785)

Letter from
Das & Co. to
Cheang Lee &
Ong

19th April,
1955

A.4 (p.785) - LETTER FROM DAS & CO. TO CHEANG
LEE & ONG.

Das & Co.,
Advocatds & Solicitors,

8 - 10 Station Road,
Ipoh,
Malaya.

10

Our Reference BKD/KAB/409/55.

19th April, 1955.

Messrs Cheang Lee & Ong,
Advocates & Solicitors,
Ipoh.

Dear Sirs,

F.M. Civil Appeal No.29 of 1954.
Pegang Prospecting Co Ltd. v Chan Phooi
Hoong & Tong Swee King (f)

20

You will recall that our clients offered to
your client Mr. Chan Phooi Hoong a sub-lease over
Mining Leases Nos. 8899 and 11543 on the same
terms as the expired sub-lease. This was not
completed by reason of the dispute then pending
and, in particular, your client's refusal to
accept a lease limited to the 2 pieces. But
M.L. 8899 has been and still is being worked by
Madam Tong Swee King under authority from your
client Chan Phooi Hoong. Our clients did not

30

wish to take any step in the meantime during the arbitration and subsequent proceedings in the Court.

Madam Tong Swee King paid tribute in respect of M.Ls. 8899 & 11543 up to the latter part of March, 1953. All cheques for tribute sent to our clients since then, except the last one, were returned to her for reasons stated in our letter of 1st April, 1953.

Exhibits

Letter from
Das & Co. to
Cheang Lee &
Ong

19th April,
1955

(continued)

10 Now that the Court of Appeal has set aside the award, our clients hereby offer to your client, Mr. Chan Phooi Hoong, a sublease over M.Ls. 8899 & 11543, subject to your client furnishing a complete statement of account of tin-ore produced and sold since the latter part of March, 1953 together with the relevant sale of tin-ore statements of the Straits Trading Co. Ltd. and a cheque for the over-
20 due tribute. The last cheque for \$870.05 is being retained by our clients pending settlement of the over-due tribute account. Please ask your client to let us have the accounts etc. and make payment within 7 days from date hereof.

We also desire to emphasise that if the outstanding tribute on these two lands is not paid within 7 days, your client will have committed a further breach of contract, the result of which will be that he will not be entitled to a renewal of the sublease but would nevertheless be liable to our clients for tribute already accrued due and owing.

30 We wish to make it clear that our clients are not prepared to grant a sub-lease over M.Ls. 11544 & 10217 or any part thereof.

Yours faithfully,

Sd: Das & Co.
.....



Exhibits

A.4 (p.787)

A.4 (p.787) - LETTER FROM CHEANG LEE & ONG
TO DAS & CO.

Letter from
Cheang Lee &
Ong to Das &
Co.

CHEANG LEE & ONG,
ADVOCATES & SOLICITORS.

No.13, Hale Street,
Ipoh.

4th August,
1955

Your Reference: CL/P
Messrs Das & Co.,
Advocates & Solicitors,
Ipoh.

4th August, 1955.

Dear Sirs,

Pegang Prospecting and Chan Phooi
Hoong & Tong Swee King (f)

10

With reference to the discussion between Mr.
L.A.J.Smith and your Mr.B.K.Das regarding the above
we are instructed to enquire if your clients are
prepared to waive the Arbitration Clause so that
the matter can be thrashed out in Court.

Yours faithfully,

Sd: Cheang Lee & Ong.
.....

A.4 (p.788)

A.4 (p.788) - LETTER FROM DAS & CO. TO CHEANG
LEE & ONG.

Letter from
Das & Co. to
Cheang Lee &
Ong

Das & Co.
Advocates & Solicitors.

8-10, Station Road,
Ipoh, Malaya.

27th August,
1955

Our Ref. BKD/LCC/1171/55.
Messrs Cheang Lee & Ong,
Advocates & Solicitors,
Ipoh.

27th August, 1955.

Dear Sirs,

RE: Pegang Prospecting Co., Ltd.
Chan Phooi Hoong & Tong
Swee King (f)

30

With reference to your letter dated 4th August
1955 our clients agree to waive the arbitration
clause.

Yours faithfully,

Sd: Das & Co.
.....

A.4 (p.789) - MINUTES OF 31ST ANNUAL GENERAL
MEETING OF PEGANG PROSPECTING
CO. LTD.

Exhibits

A.4 (p.789)

PEGANG PROSPECTING COMPANY LIMITED

Minutes of 31st
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

24th November,
1955.

10

Minutes of the Thirty-first
Annual General Meeting of the Members
of Pegang Prospecting Company Limited
held at the Registered Office of the
Company, Chartered Bank Chambers, Ipoh,
on Thursday, 24th November, 1955 at
12.15 p.m.

PRESENT: Messrs. C.E.Cumming (Chairman),
W.T.Dunne and F.N.
Mugliston.

By Proxy: Mr. Lee Wan Seng

NOTICE OF
MEETING:

The Secretaries reported that a
Quorum was present and read the
Notice convening the Meeting.

20

MINUTES:

The Minutes of the Thirtieth
Annual General Meeting held on 29th
November 1954 were confirmed and
signed by the Chairman.

CHAIRMAN'S
REPORT:

The Chairman addressed the
Meeting as follows:-

"Gentlemen:

30

You have had the Directors'
Report and the Accounts for the
prescribed period and with your
permission I will take them as read.
Should any question arise concerning the
Accounts, or other matters, I will
endeavour to reply later.

The Company, whose expectation of
life was originally 21 years, has
now passed its 35th birthday, and it
is pleasant to report that its 35th
year was the best ever, With
ordinary luck satisfactory results should
be maintained for some years to come.

ExhibitsA.4 (p.789)

Minutes of 31st
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

24th November,
1955

(continued)

Accounts:

The accounts show a profit of \$103,587 for the year after making provision of \$12,780 for depreciation of the Company's mining land, which is a very advisable adjustment. In addition to this profit we have a net revenue of \$39,676 relating to prior years. An interim dividend of 30% has been paid and the satisfactory results for the year enable your Directors to recommend the payment of a final dividend of 30%, thus making a total distribution of 60% for the year. You will observe that expenditure on account of Legal Charges has receded from \$10,750.00 to nil and that the sum of \$5,377 in respect of prior years expenditure has been recovered. Our thanks are due to your Directors and the Company's legal advisers for this satisfactory state of affairs. I have reason to believe that our legal troubles are now over.

10

20

South Menelai Hill AreaLot No.24766, Mukim of Blanja:

Two schemes for the operation of this area have been submitted by potential sublessees. One of these schemes has been provisionally approved by the Senior Inspector of Mines, Batu Gajah. Your Directors hope to have this area worked in the every near future.

30

Khong Heng MineLot 21952, Mukim of Blanja:

Hampered on the one side by the abandoned Tronoh Railway, which is now State Land, and on the other side by steep hill area, production has fallen off to such an extent that the working of the mine has

40

become unprofitable. The mine has now been handed over to sub-tributers. During the year under review the mine produced 565.26 piculs and since that period to date 77.10 piculs on which the Company's tribute remains at 7 per centum.

Foong Seong Mine

Lot 29651, Mukim of Sungei Trap:

10

The deviation of the river Sungei Johan has been completed and the area is now open to extension of the mine.

20

The mine is working normally with one gravel pump on a rough limestone bottom which is being cleaned up by parties of Chinese women who remove rubble and debris and delve into rich clayey deposits puddling as they go. The liquefied karang is then elevated about 5 feet at a time into small sumps one above the other to almost any height after which the well puddled material is washed up by the ladies while the tailings pass on to the main trailrace to be elevated for treatment in a "palong", a Back plant then elevates the tailings to a second palong, for further treatment, followed by the dump which has now mounted to a height of about 140 feet from the bottom of the mine. I understand that the manager intends to move the gravel pump to the upper end of the mine and to dump into his own area in Lot 13775, which was worked out previously, thus saving pumping costs.

30

40

Sales during the year amounted to 3,560.30 piculs and since that period the mine has sold 505.69 piculs of ore. Tribute is at the rate of 15 per centum.

Exhibits

A.4 (p.789)

Minutes of 31st Annual General Meeting of Pegang Prospecting Co.Ltd.

24th November, 1955.

(continued)

ExhibitsA.4 (p.789)

Minutes of 31st
Annual General
Meeting of
Pegang Pros-
pecting Co.Ltd.

24th November,
1955.

(continued)

Lim Seng Fook MinesLot 34885, Mukim of Ulu Kinta:

There are now two mines known as Nyan Foo Kongsu and Nam Foong Kongsu. The former produced 787.59 piculs during the year and 89.18 piculs since that period while the latter, which commenced operations in February 1955, produced 482.91 piculs and since that period 59.04 piculs.

10

These mines are operating 7 inch and 6 inch pumps respectively. The rate of tribute is 10 per centum which is shared equally with our Co-lessees who bear part of the cost of supervision, collection etc.

Security:

The Company's share of expenses in respect of security guards supplied by the Perak Chinese Mining Association amounted to \$16,802.14.

20

Property:

The Company did no prospecting during the year as none of its applications for prospecting licences, which date from 1947, has been approved by Government. However, we still have hopes of better luck this year as we remain in the running.

30

General:

I may add that your Directors now have in view a new and quite large mining scheme, with which we have been conversant for years, in a valuable area where considerable prospecting was carried out by the Company in pre-war years. Should this project eventuate further issue of the Company's shares may

40

become necessary."

Exhibits

DIVIDEND:

It was resolved that a Final Dividend of 30% be paid to Shareholders on the Register at 30th November 1955 and that the Transfer Books be closed from 25th to 30th November 1955.

A.4 (p.789)

Minutes of 31st Annual General Meeting of Pegang Prospecting Co.Ltd.

DIRECTORATE:

Mr.W.T.Dunne and Mr.F.N. Mugliston were re-elected Directors.

24th November, 1955.

10

It was resolved that the Directors be paid the sum of \$3,500 in respect of the year ended 30th September 1955 to be distributed amongst them as they thought fit.

(continued)

AUDITORS:

Messrs. Brown, Phillips & Stewart were re-elected Auditors for the ensuing year at a fee to be arranged by the Directors.

CONCLUSION:

There being no further business, the Meeting closed with a vote of thanks to the Chair.

20

Exhibits

A.4 (p.795)

Memorandum of
Sub-lease No.
K.O.6/56 over
M.L.No. 10217
Lot 24766 from
Pegang Pros-
pecting Co.Ltd.
to Leow Yan
Sip and Wong
Fook Hing.

3rd March,
1956

A.4 (p.795) - MEMORANDUM OF SUB-LEASE NO.
K.O.6/56 OVER M.L.NO.10217
LOT 24766 FROM PEGANG PROSPECTING
CO.LTD. TO LEOW YAN SIP AND WONG
FOOK HING.

VOLUME.....FOLIO.....
FEDERATION OF MALAYA

MEMORANDUM OF SUB-LEASE
No. 6/56

PRESENTATION NO. 4189 at 10 a.m. this 7.3.56 10
(Section 36(i) of the Mining Enactment, Cap.147)

District of Kinta Mukim of Blanja.

No.....

We Pegang Prospecting Company Limited, a
company incorporated in the Federation of Malaya,
having its office at Ipoh hereinafter called the
Sublessors being registered lessees of a piece of
mining land described in Mining Lease No: 10217
Lot No. 24766 in the Mukim of Blanja of date 1st
day of April, 1950 and subject to such encumbrances, 20
liens and interests as are endorsed thereon:

In consideration of the sum of Dollars One
(\$1/=) only paid to us by Messrs. Leow Yan Sip and
Wong Fook Hing of 11 Green Hill Drive, Ipoh,
hereinafter called the Sublessees the receipt of
which we hereby acknowledge and of the payment of
tribute as hereunder set forth.

Do hereby sublease to the said sub-lessees
that portion of the said piece of mining land
estimated to contain approximately sixty-nine (69) 30
acres as outlined in red on attached plan, for
the period of one (1) year subject to the
provisions of the Mining Enactment and to the
following conditions, restrictions and exceptions:

1. That the sublessees shall pay to the
sublessors, or to their duly appointed agent,
tribute upon all ore removed from the said land
at the rate of thirteen per cent (13%).

2(a) That the said tribute shall be paid

immediately on each and every sale of ore of which sales the sublessors shall have full 48 hours' notice and the right to be present and to buy such ore at the price at which it is being offered for sale.

10 (b) All sales of tin-ore shall be made either to the Straits Trading Company Limited or the Eastern Smelting Company Limited at their Ipoh branches who shall deduct such tribute at the time of each such sale and pay the same to the sublessors direct and the receipt of the sublessors shall be a complete discharge to the Straits Trading Company Limited or the Eastern Smelting Company Limited as the case may be, and the sublessees in respect of such payment.

20 3. That the sublessees shall be liable upon suit before the Senior Inspector or any Court to pay to the sublessors the sum of \$500/= as a penalty for each and every breach of the conditions above set out which they may commit.

4. That the sublessees shall work the said land in an orderly skilful and workmanlike manner and subject to the provisions of the Mining Enactment and shall be liable to indemnify the sublessors for any expenses which they may incur, whether as fine inflicted on them or otherwise, on account of any breach of this conditions by the sublessees.

30 5. That the sublessors or their duly appointed agent may at all reasonable times enter upon and view the land, and may inspect any books of account of ore produced from the land.

6. That the sublessors shall be liable to pay to the State the annual rent due upon the land.

7. That the sublessees shall not be entitled to transfer or assign this sublease or re-sublet the land without the written authority of the sublessors.

40 8. That this sublease shall be liable to cancellation at any time at the discretion of the Senior Inspector or the Court upon proof:

(i) That the sublessees have failed to pay to the sublessors the amount of any moneys

Exhibits

A.4 (p.795)

Memorandum of Sub-lease No. K.O.6/56 over M.L.No. 10217 Lot 24766 from Pegang Prospecting Co.Ltd. to Leow Yan Sip and Wong Fook Hing.

3rd March, 1956

(continued)

ExhibitsA.4 (p.795)

Memorandum of
Sub-lease No.
K.O.6/56 over
M.L.No. 10217
Lot 24766 from
Pegang Pros-
pecting Co.Ltd.
to Leow Yan
Sip and Wong
Fook Hing.

3rd March,
1956

(continued)

which they are by the terms of this sublease bound to pay for a period of six months from the date at which such payment become due.

(ii) That the sublessees have not worked the land in accordance with clause 4 of this sublease or have by their default rendered the land liable to forfeiture under the Mining Enactment.

(iii) That the sublessees have not during a period of six months employed at least ninety seven (97) labourers or labour-saving apparatus equivalent thereto as prescribed in section 16 (iii)(b) of the Mining Enactment for not less than one month in mining the land. 10

(iv) That the sublessees have committed a breach of clause 7 of this sublease.

9(a) If at any time hereafter any law regulating or restricting the production and/or sale of tin-ore is brought into operation then and in such event all quotas that may be allotted to the said land shall be utilised for the production of and/or sale of tin-ore removed from the said land. In the event of such quota being insufficient the sublessees shall acquire the excess quota necessary for the purpose at their own cost and expense but tribute shall be payable at the rate of 13% on the full value of tin-ore as hereinbefore provided and without any deduction of the value of excess quota so acquired. 20 30

(b) In the event of the sublessees ceasing mining operations and selling the quota allotted to the said land or in the event of the amount of tin-ore produced by then being less than the quota allotted to the said land the sublessees shall pay tribute at the rate of 13% on the full market value of such quota or excess quota as the case may be as they may sell.

10. The sublessees shall be entitled to a renewal of this sublease for further nine (9) successive years (each such renewal being for a period of one (1) year at a time) upon the same terms and conditions as herein contained Provided Always 40

(a) that the sublessees shall have duly and punctually paid the tribute hereby reserved and performed the several stipulations herein contained and on their part to be observed and performed up to the respective dates of expiry of this sublease and any renewal thereof;

10 (b) that the sublessees shall have carried on active mining operations with at least one 8" gravel pump for the purpose of winning tin-ore from the said land for a period of not less than 200 days during the year immediately preceding the date they shall become entitled to a renewal of this sublease; and

20 (c) that the sublessors' mining advisers for the time being shall certify that the sublessees have, during the year immediately preceding the date on which they shall become entitled to such renewal, carried out mining operations on the said land in a satisfactory manner and the certificate of such mining advisers shall be conclusive between the parties.

Dated this 3rd day of March, 1956.

Sd: C.E.Cumming)
Sd: F.N.Mugliston) DIRECTORS
Sd: Evatt & Co.,) SECRETARIES
Sublessors.

30 We do hereby accept this sublease to be held by us as sublessees for the term and subject to the conditions, restrictions and exceptions above set forth.

Sd: Leow Yan Sip.....
Leow Yan Sip
Sd: Wong Fook Hing.....
Wong Fook Hing
Sublessees.

Memorial made in the Register Mining Lease Volume 153 folio 17 this 7th day of March, 1956.

TRUE COPY

40 Sd:
Collector of Land Revenue, KINTA.
Sd: Megat Abdul Rahman
Collector.

Exhibits

A.4 (p.795)

Memorandum of Sub-lease No. K.O.6/56 over M.L.No. 10217 Lot 24766 from Pegang Prospecting Co.Ltd. to Yeow Yan Sip and Wong Fook Hing.

3rd March, 1956

(continued)

Exhibits

SCHEDULE XXXVIII (b)

A.4 (p.795)

(Under Section 178 of the Land Code, Cap.138)

Memorandum of
Sub-Lease No.
K.O.6/56 over
M.L.No. 10217
Lot 24766 from
Pegang Pros-
pecting Co.Ltd.
to Yeow Yan
Sip and Wong
Fook Hing.

I, Bimal Kumar Das, An Advocate and Solicitor of the Supreme Court of the Federation of Malaya, practising at Ipoh, hereby certify that on this 3rd day of March 1956, the common seal of Pegang Prospecting Company Limited was duly affixed to the abovementioned instrument in my presence in accordance with the regulations of the said Company.

WITNESS MY HAND:

Sd: B.K.Das

Advocate & Solicitor,
Ipoh.

3rd March,
1956

10

(continued)

SCHEDULE XXXVIII (a)

(Under Section 178 of the Land Code, Cap.138)

I hereby testify that the signature of the Sublessees abovementioned in my presence on this 7th day of February 1956 according to information given to me by trustworthy and respectable persons, namely, Voon Kim Teck of Ipoh and Lau Teng Kwong of Ipoh, which information I verily believe, the true signatures of Leow Yan Sip and Wong Fook Hing who have acknowledged to me, Bimal Kumar Das, an Advocate and Solicitor of the Supreme Court of the Federation of Malaya, practising at Ipoh, that they are of full age and that they have voluntarily executed this instrument.

WITNESS MY HAND:

Sd: B.K.Das

Advocate & Solicitor
Ipoh.

20

30

Sd: Voon Kim Teck

Sd: Lau Teng Kwong

345.

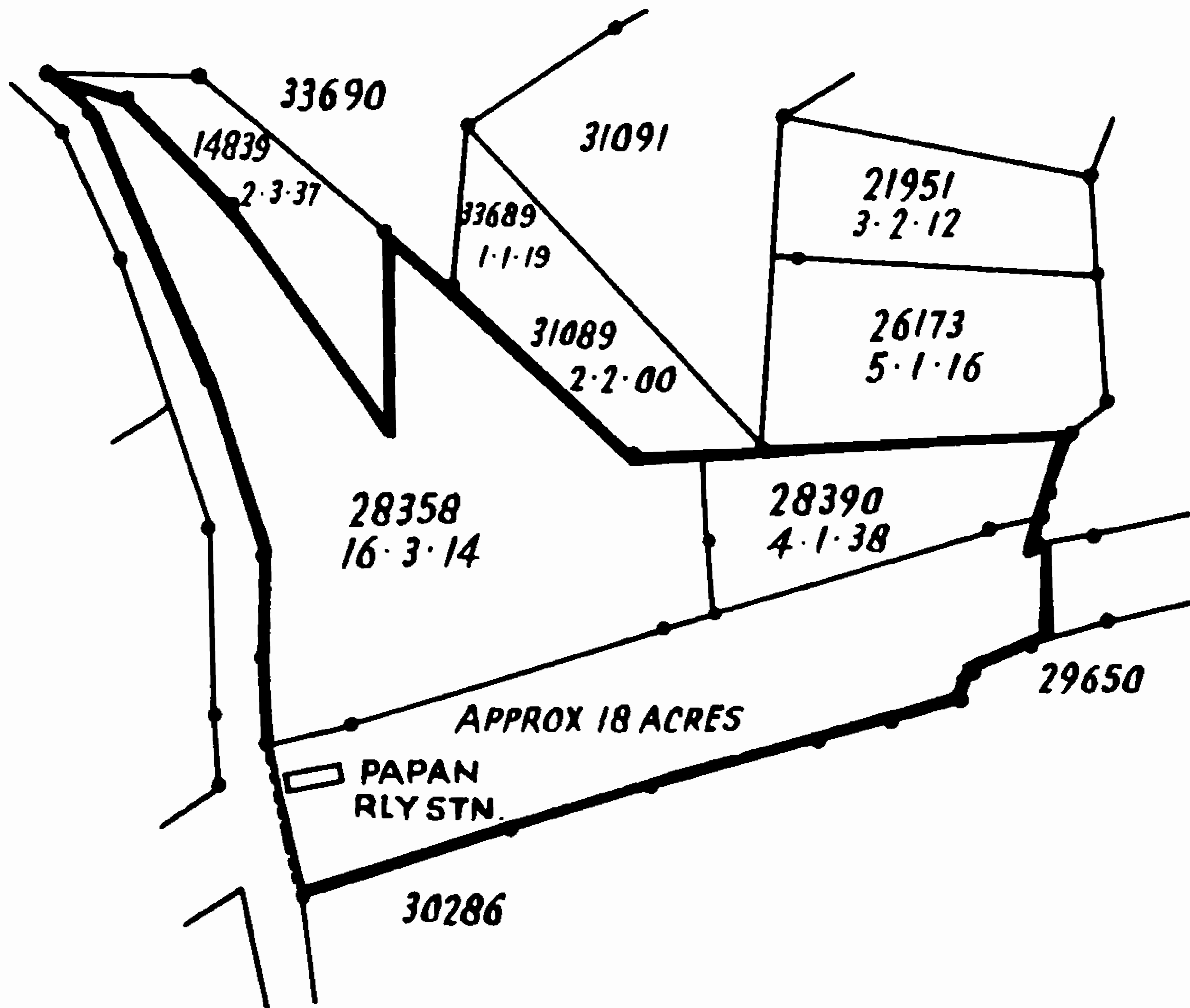
EXHIBITS
A.3. (P. 733)

APPLICATION FOR
PROSPECTING
LICENCE BY PEGANG
PROSPECTING CO. LTD.
- SEPTEMBER,
1951
(CONTINUED)

MUKIM OF BLANJA

SHEET N^o 15A-8

SCALE: 8 CHAINS TO AN INCH



A.4 (p.803) - LETTER FROM KHONG HENG KONGSI TO PEGANG PROSPECTING CO. LTD.

Exhibits

KACHA & MENELAI MINING SCHEME,
PAPAN, PERAK, MALAYA

Letter from
Khong Heng
Kongsi to
Pegang Pros-
pecting Co.Ltd.

5th May 1956

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

Town Office:
2 & 4 Lau Ek Ching St.,
Ipoh, Malaya.

May 5, 1956.

10 Messrs Pegang Prospecting Co.Ltd.
P.O. Box No.136
Chartered Bank Chambers,
Ipoh.

Dear Sirs,

sub: Railway Reserve

I understand it is Government's policy to
favour applications of land by the actual miner.

20 In view of this fact and to safeguard both our
interests, I suggest that an application to
Government be made by me over that portion of the
Railway Reserve (between M.L. 10526 and 10527 on
one side and M.L.11447 on the other) for the
purpose of including it in the Kacha and Menelai
Mining Scheme.

Yours faithfully,

KHONG HENG KONGSI,

Sd: Tong Swee King.
.....

Managing Partner.



Exhibits

A.4 (p.804) - LETTER FROM DAS & CO. TO CHAN PHOOI HOONG.

A.4 (p.804)

Letter from
Das & Co. to
Chan Phooi
Hoong.

Das & Co.,
Advocates & Solicitors

Nos. 8-10 Station Rd.,
Ipoh, Malaya.

7th May, 1956.

Received 8/5/56.

7th May 1956

Chan Phooi Hoong Esqr.,
No. 164, High Street,
Kuala Lumpur.

Dear Sir,

Re: Pegang Prospecting Co., Ltd.,
and Yourself M.L.Nos. 8899
and 11543.

10

You will recall that the subleases of the above two pieces of land, Mining Leases 8899 and 11543, from our clients to yourself expired on 31st December, 1950. Since then these lands have been mined by the Khong Heng Kongsi with your consent but without any lawful permit from our clients.

You will recall that on 8th May, 1951, we sent draft subleases of the above lands for your approval. You declined to accept the same. Later on there was an arbitration relating to the disputed amongst yourself, Madam Tong Swee King and our clients. The award of the arbitrator was ultimately set aside by the Court of Appeal early last year.

20

Our clients cannot allow these lands to be mined by persons who have no authority to do so. The present state of affairs cannot be allowed to continue.

30

Our clients hereby give you a last opportunity to accept a sublease of the above lands only for the residue of the period of the leases upon the same terms and conditions contained in the expired sublease. If you do not intimate your acceptance of this offer within 14 days from date of receipt of this notice by you, our clients will take it that you abandon all your claims to a sublease thereof and they will be at liberty to make such other arrangements as they may think fit.

40

Yours faithfully,

Sd: Das & Co.
.....

A.4 (p.807) - LETTER FROM EVATT & CO. TO MADAM
TONG SWEE KING.

Exhibits

A.4 (p.807)

Ipoh.
14th June, 1956

Letter from
Evatt & Co. to
Madam Tong
Swee King

14th June 1956

Madam Tong Swee King,
2, Lau Ek Ching Street,
Ipoh.

Dear Madam,

Railway Reserve.

10

We thank you for your letter dated 5th May, and have to advise you that this Company has already made application for a mining lease over the area referred to in your letter.

2. We have not yet received Government's decision regarding our application but we anticipate receiving information on this matter in the near future.

Yours faithfully,

Evatt & Co.

20

Secretaries.

Exhibits

A.4 (p.808) - LETTER FROM TONG SWEE KING TO
PEGANG PROSPECTING CO. LTD.

A.4 (p.808)

Letter from
Tong Swee King
to Pegang
Prospecting
Co.Ltd.

TONG SWEE KING,
Nos: 2-4 Lau Ek Ching Street,
Ipoh, Malaya.

25th June, 1956

25th June 1956

Messrs. Pegang Prospecting Co Ltd.,
Chartered Bank Chambers,
P.O. Box 136
Ipoh.

10

Dear Sirs,

Re: Railway Reserve

I acknowledge receipt of your letter
(PPCL/FNM/V) of the 14th instant and noted that
you have already made an application over that
part of the Railway Reserve (between M.L.10526,
M.L.10527 on one side and M.L.11447 on the other).

May I be informed whether you are applying
the said portion of the Railway Reserve for the
purpose of subleasing same to me to be worked
under Khong Heng Kongsi of the Kacha and Menelai
Mining Scheme.

20

Yours faithfully,

Sd: S.K.Tong.

A.4 (p.809) - LETTER FROM EVATT & CO. TO TONG
SWEET KING.

Exhibits

A.4 (p.809)

PPCL/FNN/V

14th July, 1956

Letter from
Evatt & Co.
to Tong Swee

14th July 1956

Madam Tong Swee King,
2, Lau Ek Ching Street,
Ipoh.

Dear Madam,

Re: Railway Reserve

10

We thank you for your letter dated 25th June and regret that the Board is not in a position to commit the Company regarding future mining operations on any land in respect of which it has submitted an application for a lease.

Yours faithfully,

Sd: Evatt & Co.,

Secretaries.

Exhibits

A.4 (p.818) - LETTER FROM COLLECTOR OF LAND REVENUE, KINTA, TO EXECUTRIX OF ESTATE OF HO KOK YEW, DECEASED.

A.4 (p.818)

Letter from Collector of Land Revenue, Kinta, to Executrix of Estate of Ho Kok Yew, deceased.

No. (24) in KLO. 142/47.

Kinta Land Office,
Batu Gajah.

21st August, 1956.

21st August, 1956

To The Executrix of the Estate of Ho Kok Yew (deceased)
Nos. 2 & 4 Lau Ek Ching Street,
Ipoh.

10

Madam,

Application by the late Ho Kok Yew for a mining Lease over approx: 10 acres of State Land in the Mukim of Blanja.

I have the honour to refer to previous correspondence on the above subject and to inform you that it is understood that the case has been settled and unless a reply is received within 3 weeks from date of this letter to my enquiry whether or not you wish to re-assert your application over the area previously applied for by the late Mr. Ho Kok Yew, I shall take it that you do not wish to do so.

20

I have the honour to be,
Madam,
Your obedient servant,

Sd:
.....

Collector of Land Revenue
Kinta.

30

CCC/LPK.

A.4 (p.819) - LETTER FROM TONG SWEE KING TO
COLLECTOR OF LAND REVENUE, BATU
GAJAH.

Exhibits

A.4 (p.819)

24th August, 1956.

Collector of Land Revenue, Kinta,
Kinta Land Office,
Batu Gajah.

Letter from
Tong Swee King
to Collector
of Land
Revenue, Batu
Gajah

Sir,

24th August,
1956.

10

re Application by the late Ho Kok Yew
for a Mining Lease over approx. 10
acres of State Land in the Mukim of
Blanja.

I acknowledge receipt of your letter No.(24)
in K.L.O.142/47 of the 21st August, 1956 regarding
an application by the Estate of Ho Kok Yew over 10
acres of State Land in the Mukim of Blanja. I
desire to inform you that it is our intention to
persue the case against Pegang Prospecting Co.Ltd.

20

Though the Court of Appeal has set aside the
award of the Arbitrator, our lawyers consider that
this does not mean the case has been settled.

In the meantime we have instructed our lawyers
to reconsider this matter and to institute fresh
proceedings which are considered to our best
interest.

30

Under the circumstance, the Estate is not in
a position to decide freely at this stage. It would
therefore, be much appreciated if the matter could
be left in abeyance until and after the outcome of
those proceedings as stated above.

Yours faithfully,

Est: Ho Kok Yew (dec'd)

S.K.Tong

Executrix.

Exhibits

A.4 (p.830) - LETTER FROM TONG SWEE KING TO SECRETARIES, PEGANG PROSPECTING CO. LTD.

A.4 (p.830)

Letter from
Tong Swee King
to Secretaries,
Pegang Pros-
pecting Co.Ltd.

14th November 1956.

14th November,
1956

Secretaries,
Pegang Prospecting Co.Ltd.
P.O. Box No.136,
Ipoh.

Dear Sirs,

Re Abandoned Railway Reserve.

10

I understand that it is now official policy to favour letting of mining land to actual miners.

In view of this and to safeguard our mutual interest, I suggest that I make application for the abandoned railway reserve between Lots 21652 and 29650 and also Lots 28390 and 28358 (State land) on one side and Lots 30286 (State Land).

Should I succeed in getting approval, I will transfer the areas to the Company, provided that the Company will undertake to sublet them to me at the rate of seven per centum tribute (7%). All expenses to be borne by the Company.

20

Since the matter is of an urgent nature I shall be thankful if you will favour me with an early reply so that I can proceed with the application without delay.

Yours faithfully,
Est: Ho Kok Yew (dec'd)

S.K. Tong.

Executrix.

30



A.4 (p.831) - LETTER FROM EVATT & CO. TO TONG
SWEET KING.

Exhibits

A.4 (p.831)

PEGANG PROSPECTING COMPANY LIMITED

Secretaries:
Evatt & Co.,
Chartered Accountants

P.O. Box No. 136 ½
Chartered Bank Chambers,
Ipoh, Perak.

Letter from
Evatt & Co. to
Tong Swee King

17th November,
1956.

Federation of Malaya.

PPCL/FNM/V

17th November, 1956.

10 Madam Tong Swee King,
2, Lau Ek Ching Street,
Ipoh.

Dear Madam,

Re Abandoned Railway Reserve.

We thank you for your letter dated 14th
November the contents of which will be considered at
the next Meeting of the Directors.

Yours faithfully,

Sd: Evatt & Co.,

Secretaries.

ExhibitsA.4 (p.832)

A.4 (p.832) - LETTER FROM EVATT & CO. TO
EXECUTRIX OF ESTATE OF HO KOK YEW,
DECEASED.

Letter from
Evatt & Co. to
Executrix of
Estate of Ho
Kok Yew,
deceased.

PEGANG PROSPECTING COMPANY LIMITED

Secretaries: P.O.Box 136,
Evatt & Co. Chartered Bank Chambers,
Chartered Accountants. Ipoh, Perak.

Federation of Malaya.

10th December,
1956

PPCL/FNM/V

10th December, 1956.

The Executrix,
Estate of Ho Kok Yew Deceased,
2, Lau Ek Ching Street,
Ipoh.

10

Dear Madam,

Abandoned Railway Reserve.

We refer to your letter dated 14th November
and we confirm that this Company has no objection
to you making application for a mining lease over
the area of approximately 11 acres of the abandoned
railway reserve, being the area shaded in red in
the rough plan given below, provided that you
undertake to transfer the title over the area to
the Company should your application be successful.

20

2. Should such a transfer of title be effected
then the Company will be prepared to:-

- (i) Grant you a sublease over the area at a
rate of tribute of seven percentum.
- (ii) Pay the Government fees for the issue of
the lease and the expenses of transferring
the title to the Company.

30

Yours faithfully,

Sd: Evatt & Co.

Secretaries.

A.4 (p.833) - LETTER FROM TONG SWEE KING TO
COLLECTOR OF LAND REVENUE, KINTA,
ENCLOSING FORMAL APPLICATION FOR
MINING LEASE IN MUKIM OF BLANJA
PAPAN.

Exhibits

A.4 (p.833)

11th December, 1956.

10 Collector of Land Revenue,
Kinta,
Kinta Land Office,
Batu Gajah.

Sir,

Sub: re Application by the late Ho
Kok Yew for a Mining Lease over
approx. 10 acres of State Land
in the Mukim of Blanja.

Letter from
Tong Swee King
to Collector of
Land Revenue,
Kinta, enclos-
ing formal
application
for Mining
Lease in Mukim
of Blanja
Papan.

11th December,
1956

I have the honour to inform you that the
differences between Pegang Prospecting Co. Ltd. and
us have been settled.

20 In view of this, we wish to re-assert our
application for a Mining Lease over approx. 10
acres of State Land in the Mukim of Blanja.

I attach herewith my formal application in
duplicate. I hope that my application will be
given every consideration.

Yours faithfully,

Est: Ho Kok Yew (Dec'd)

S.K.Tong.

Executrix.

Exhibits

A.4 (p.834) - FORMAL APPLICATION FOR MINING LEASE IN THE MUKIM OF BLANJA PAPAN

A.4 (p.834)

Formal applic-
ation for
Mining Lease
in Mukim of
Blanja Papan

(Land 104)

DISTRICT OF _____
APPLICATION FOR MINING LAND

No. OF 19 .

11th December
1956

Received by me this day of
19 at o'clock a.m./p.m.

.....
Collector.

Address 2, Lau Ek Ching Street, Ipoh. 10
Date 11th Dec., 1956.

Sir,

I have the honour to apply that I may be granted a lease under the Mining Enactment for approx. 10 acres of State Land as described below, which I desire to work for Tin Ore.

2. The land can be pointed out by Mr. Ho Win Lock (Manager) who lives at No. 2, Lau Ek Ching Street, Ipoh.

3. My address, to which any communication concerning this application may be sent to me by post, is No. 2 Lau Ek Ching Street, Ipoh. 20

I am, Sir,
Your obedient servant,
Est: of Ho Kok Yew (dec'd)
(signature) T.S.King.

To the Collector
at Kinta Land Office, Batu Gajah.

DESCRIPTION OF THE LAND APPLIED FOR

Mukim Blanja 30
Locality Papan (ABANDONED RAILWAY RESERVE)

Distance from nearest town, village or milestone
(Stating direction) $\frac{1}{2}$ mile from Papan Town.

Area (in acres) Approx. 10 acres.

Position of the land as shown outlined in red on
plan over leaf.

INSTRUCTIONS FOR DEFINING THE POSITION
OF THE LAND APPLIED FOR.

10 1. If the land applied for adjoins or is
close to land already alienated a sketch showing
it in its approximate position with respect to
such alienated land must be given on the blank
space hereunder and the lot number and plan number
of such alienated land must be quoted.

20 2. If the land applied for is not close to
any alienated land its approximate distance from
the nearest alienated land, with the direction,
should be stated and a sketch must be given on the
blank space hereunder showing its approximate
position with respect to some known point, together
with all intervening features such as streams or
paths.

3. When possible, the exact boundaries of
the land applied for should be stated, giving an
initial point and stating the bearing and length
of each boundary in turn back to such point.

Exhibits

A.4 (p.834)

Formal appli-
cation for
Mining Lease
in Mukim of
Blanja Papan

11th December
1956

(continued)

ExhibitsA.4 (p.836)A.4 (p.836) - LETTER FROM EVATT & CO. TO
COLLECTOR OF LAND REVENUE, BATU
GAJAH.

Letter from
Evatt & Co. to
Collector of
Land Revenue,
Batu Gajah

PPC/PNM/G.

14th December, 1956.

The Collector of Land Revenue,
Batu Gajah.

14th December,
1956

Sir,

Tronoh Railway Reserve
Mukim of Blanja & Sungei Trap-Near Papan, Perak.

This Company has two applications covering part of the abandoned railway reserve, which have been outstanding for many years, namely:- 10

(i) KLO 104/46:

Application for a mining lease over approximately 8 $\frac{1}{4}$ acres of railway reserve between Lots 21952 and 29650.

(ii) KLO 917/51:

Application for a prospecting permit over approximately 31 acres of state land embracing Lots 28358, 28390 and railway reserve (11 acres). 20

2. We feel that consideration of these applications may have possibly been delayed pending the award of the arbitrator and the result of subsequent litigation in respect of a dispute between (i) This Company and (ii) Chan Phooi Hoong and Madam Tong Swee King, the original sublessee and sub-sublessee respectively of Lots 21952, 24766, 29650 and 29651.

3. We, therefore, give below a summary of the position regarding the arbitration and subsequent litigation:- 30

- (i) The Company appealed against the award of the Arbitrator which was delivered in March 1953 and, on 12th April 1955, the Court of Appeal set aside the award entirely.

(ii) On 28th May 1955 the application of Chan Phooi Hoong and Madam Tong Swee King for leave to appeal to the Privy Council was dismissed with costs.

Exhibits

A.4 (p.836)

10 (iii) On 26th August 1955 this Company, at the request of the Solicitors of the other parties, agreed to waive the arbitration clause contained in the disputed agreement. Since this date we have received no further intimation of any action pending in this matter.

Letter from
Evatt & Co. to
Collector of
Land Revenue,
Batu Gajah.

14th December,
1956

20 (iv) On 15th October 1956 a sub-lease over Lots 21952 and 29650 was registered in the name of Chan Phooi Hoong and, on 31st October, a sub-sublease over these areas was registered in the name of Madam Tong Swee King. These two lots, which were included in the agreement previously under dispute, are areas which the Company has at all times been prepared to sub-lease to Chan Phooi Hoong.

(continued)

4. We request that, in the circumstances, the two applications referred to in paragraph one above should receive favourable consideration.

5. We shall, of course, be pleased to supply any further information you may require.

We have the honour to be,
Sir,
Your obedient servants,

Sd:

30

Secretaries.

c.c. Senior Inspector of Mines,
Ipoh.

Vallentine & Dunne,
Ipoh.

Exhibits

A.4 (p.839)

Application for Mining Land from Secretaries to Pegang Prospecting Co.Ltd. to Collector of Land Revenue, Kinta, Batu, Gajah over Lot No. 30286.

6th April, 1957

A.4 (p.839) - APPLICATION FOR MINING LAND FROM SECRETARIES TO PEGANG PROSPECTING CO.LTD. TO COLLECTOR OF LAND REVENUE KINTA, BATU GAJAH OVER LOT NO. 30286.

(Land 104)

DISTRICT OF
APPLICATION FOR MINING LAND.

No. of 19
Received by me this day of , 19 10
at o'clock a.m./p.m.

Collector

Address Chartered Bank Building, Ipoh.

Date 6th April, 1957.

Sir,

We have the honour to apply that we may be granted a lease under the Mining Enactment for approx. 18 acres of State land as described below, which we desire to work for Tin Ore

2. The land can be pointed out by Vallentine & Dunne Ltd., who lives at No. 1, Brewster Road, Ipoh. 20

3. Our address, to which any communications this application may be sent to us by post, is

Evatt & Co.,
Chartered Bank Building,
Ipoh.

I am, Sir,
Your obedient servant.
E. & Co.

Secretaries, Pegang Prospecting Co.Ltd. 30

To the Collector, Kinta,
at Batu Gajah.

DESCRIPTION OF THE LAND APPLIED FOR.

Mukim Blanja

Locality near Papan Town

Distance from nearest town, village or milestone (stating direction) adjacent 8½ milestone Ipoh-Batu Gajah main road

Area (in acres) 18 ac. 0 rd. 18 pls.

Position of the land: Lot 30286 (Please see plan overleaf).

Exhibits

A.4 (p.839)

Application for Mining Land from Secretaries to Pegang Prospecting Co.Ltd. to Collector of Land Revenue, Kinta, Batu Gajah over Lot No.30286

6th April, 1957

(continued)

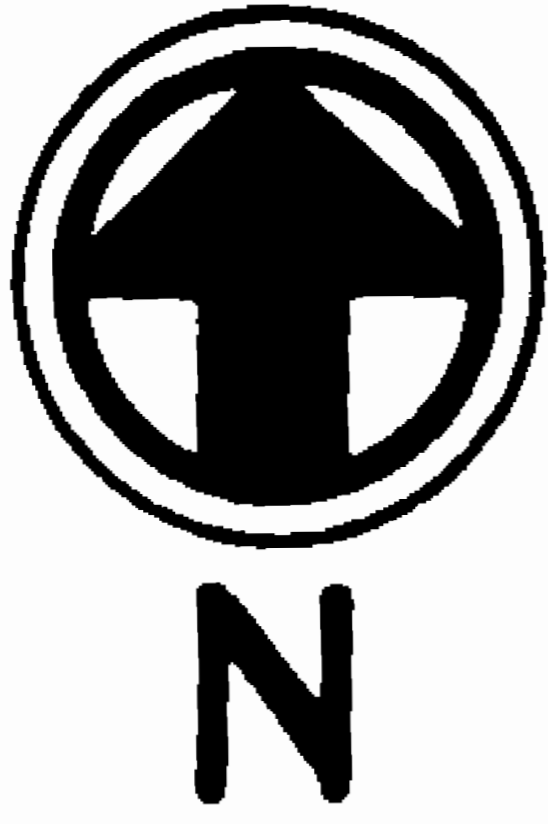
INSTRUCTIONS FOR DEFINING THE POSITION OF THE LAND APPLIED FOR

10 1. If the land applied for adjoins or is close to land already alienated a sketch showing it in its approximate position with respect to such alienated land must be given on the blank space hereunder and the lot number and plan number of such alienated land must be quoted.

20 2. If the land applied for is not close to any alienated land its approximate distance from the nearest alienated land, with the direction, should be stated and a sketch must be given on the blank space hereunder showing its approximate position with respect to some known point, together with all intervening features such as streams or paths.

3. When possible, the exact boundaries of the land applied for should be stated, giving an initial point and stating the bearing and length of each boundary in turn back to such point.

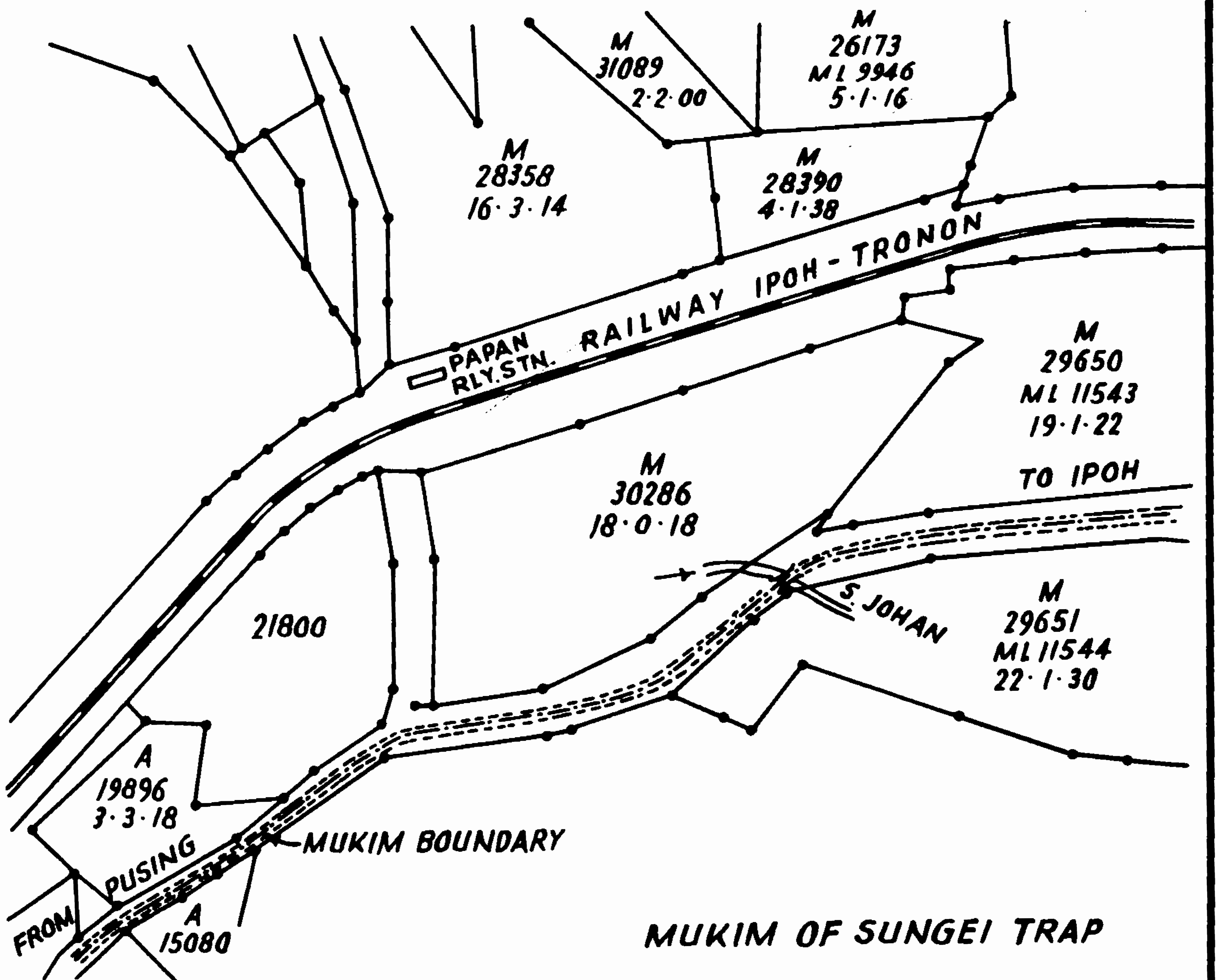
**APPLICATION FOR
MINING LAND FROM
SECRETARIES TO
PEGANG PROSPECTING
CO. LTD. TO COLLECTOR
OF LAND REVENUE,
KINTA, BATU GAJAH
OVER LOT N^o 30286
6TH APRIL, 1957.
(CONTINUED)**



MUKIM OF BLANJA

SCALE: 8 CHAINS TO 1 INCH

SHEET N^o 665



A.4 (p.841) - LETTER FROM EVATT & CO. TO
COLLECTOR OF LAND REVENUE, KINTA
BATU GAJAH.

Exhibits

A.4 (p.841)

PPCL/FMN/V

9th April, 1957.

The Collector of Land Revenue,
Kinta,
Batu Gajah.

Letter from
Evatt & Co. to
Collector of
Land Revenue,
Kinta, Batu
Gajah

9th April 1957

Sir,

10 We submit an application, in duplicate, for a
mining lease over Lot 30286, Mukim of Blanja. As
tin ore has already been proved on the land under
application and also on adjoining State land, we
are submitting an application for a mining lease,
without prior prospecting.

20 2. The land is required in order to permit mining
of the common boundary to the railway reserve,
which lies contiguous to Lot 30286 on the north,
and also, in the future, in connection with the
mining of the Papan access road, which is potential
minable ground, on the west.

3. Lot 30286 has been worked in the past but we
understand that the northern boundary bordering the
railway reserve and a strip approximately 200 feet
in width facing the Papan access road have not
been worked. We also understand that, due to the
bursting of the Kinta water main, mining of the
area was stopped about 25 years ago.

4. We trust that our application will receive
your early consideration.

30

We are, Sir,
Your obedient servants,
Sd:
Secretaries.

c.c. S.I.M.Perak,
I. of M. Batu Gajah.
Vallentine & Dunne Ltd.
Ipoh.

Exhibits

A.4 (p.842) - LETTER FROM INSPECTOR OF MINES
BATU GAJAH TO TONG SWEE KING.

A.4 (p.842)

Letter from
Inspector of
Mines, Batu
Gajah to Tong
Swee King.

Mines 218/51/80

Mines Department,
Batu Gajah.

Registered

29th April 1957.

29th April 1957

Madam Tong Swee King,
2, Lau Ek Ching Street,
Ipoh.

Madam,

10

Khong Heng Kongsi.

I have the honour to refer your mining scheme
of the above mine which involves the dumping of
tailings on Lots 31091, 33689 and 26173.

Your registered sublease over these lots is
no more valid and I request you to obtain the
written consent from the lessees Pegang Prospecting
Co. Ltd. for dumping rights.

2. In the meantime your Hydraulic Licence 37/56
expired on 23-4-57 and you are advised to obtain
the dumping rights mentioned above as early as
possible as you are already operating without a
valid licence and must cease this illegal practice
forthwith.

20

I have the honour to be,
Sir,

Your obedient servant,

Sd: T.C. Murphy
.....

Inspector of Mines,
Batu Gajah.

30

A.4 (p.843) - LETTER FROM TONG SWEE KING TO
INSPECTOR OF MINES, BATU GAJAH.

Exhibits

A.4 (p.843)

6th May, 1957.

Letter from
Tong Swee King
to Inspector
of Mines, Batu
Gajah.

Inspector of Mines,
Batu Gajah.

6th May 1957

Dear Sir,

Re Khong Heng Kongsi

10 I beg acknowledge the receipt of your letter of
the 29th April 1957 under reference Mines 218/51/80.
and in reply thereto, I wish to say that the writer
has written to Messrs Pegang Prospecting Co. Ltd.,
requesting that dumping rights be granted to me.
(copy enclosed for your information).

I shall communicate with you again as soon as I
hear from them.

With regard to M.L. 12338 Lot 33689 I wish to
say that it is under sub-lease No. 23/36 and the
lease expires in 1965 with renewals thereof.

Thanking you,

20

Yours faithfully,

KHONG HENG KONGSI.

SD: S.K.Tong

Managing Partner.

Incl. 1

Exhibits

A.4 (p.844) - LETTER, TONG SWEE KING TO
SECRETARIES, PEGANG PROSPECTING
CO. LTD.

A.4 (p.844)

Letter, Tong
Swee King to
Secretaries,
Pegang Pros-
pecting Co.Ltd.

(Undated)

Secretaries,
Messrs. Pegang Prospecting Co.Ltd.,
P.O. Box No. 136.
Ipoh.

Dear Sirs,

Re Khong Heng Kongsi

I enclose herewith copy of a letter (Mines
218/80/Batu Gajah) dated the 29th April, 1957
for your information, from the Inspector of Mines,
Batu Gajah.

10

I would be grateful if you would issue me a
letter authorising that I have been given the
right to dump on the lots 31091, 31089 and 26173.

I have a sublease from you over lot No.31091
under-sublease No. 23/36 for the period of the
lease which expires in 1965 with renewals thereof.

Will you please give this your early
consideration?

20

Thanking you,

Yours faithfully,

Sd: Tong Swee King.

A.4 (p.845) - LETTER FROM EVATT & CO. TO KHONG HENG KONGSI.

Exhibits

A.4 (p.845)

PPCL/FNM/V

19th June, 1957.

Letter from
Evatt & Co. to
Khong Heng
Kongsi.

19th June 1957

The Managing Partner,
Khong Heng Kongsi,
2, Lau Ek Ching Street,
Ipoh.

Dear Madam,

M.Ls. 9946, 11646 and 11647

10

We refer to your letter dated 6th May and our subsequent conversations with Mr. Ho Win Shen and we now enclose, for your approval, copy of a draft agreement prepared by our solicitors.

2. The proposed sublease over the lands held under M.Ls. 9946, 11646 and 11647 will be on the terms of the expired subleases except as to the period which will be three years.

20

3. Legal costs relating to the preparation of the proposed agreement and the proposed sublease will, of course, be payable by you.

Yours faithfully,

Sd: Evatt & Co.
.....

Secretaries.

Encl:

Exhibits

A.4 (p.846) - LETTER FROM TONG SWEE KING TO EVATT & CO.

A.4 (p.846)

Letter from
Tong Swee King
to Evatt & Co.

KACHA & MENELAI MINING SCHEME,
PAPAN, PERAK, MALAYA

27th June 1957

KHONG HENG KONGSI,
PAPAN,
PERAK, MALAYA.

Town Office,
2-4 Lau Ek Ching St.,
Ipoh, Malaya.

27th June, 1957.

Messrs.Evatt & Co.,
Secretaries,
Pegang Prospecting Co.Ltd.,
Chartered Bank Chambers,
P.O. Box No.136
Ipoh.

10

Dear Sirs,

M.Ls. 9946, 11646 and 11647

I have to acknowledge the receipt of your letter dated 19th June, 1957 together with draft copy of an agreement.

I have perused the draft agreement carefully and have decided that it is unreasonable and that I am unable to agree to such demands.

20

In view of the fact that there is an existing agreement dated 22nd Oct. 1931 between Pegang Prospecting Co.Ltd. Mr. Chan Phoci Hoong and late Mr. Ho Kok Yew, I considered renewal of M.Ls. 9946, 11646 and 11647 should be given under the terms and conditions of it, as these leases must decidedly form part of my mining scheme and have done so since 1931.

30

Yours faithfully,

Sd: Tong Swee King
.....

(Madam) Tong Swee King.



A.4 (p.847) - LETTER FROM EVATT & CO. TO GONG SWEE KING.

Exhibits

A.4 (p.847)

PPCL/FNM/V

12th July, 1957.

Letter from
Evatt & Co. to
Tong Swee King

Madam Tong Swee King,
2, Lau Ek Ching Street,
Ipoh.

12th July 1957

Dear Madam,

Mining Leases Nos.: 9946, 11646 and 11647

10 We are in receipt of your letter of 27th June, 1957. The 1931 agreement you refer to makes no provision for renewal of subleases of the lands held under the above mining leases, but even if it did, we have always disputed your right to such renewal and any claim for such renewal is barred by limitation.

We are not prepared to grant a sublease of the above lands except on the terms of the draft agreement (as subsequently amended) which was handed over to you.

20 The Permit to dump on the above lands given to you expires on 20th July, 1957. If you are not prepared to enter into the proposed agreement, you should cease dumping on these lands on 20th July, 1957.

Yours faithfully,

Sd:

Secretaries.

ExhibitsA.4 (p.848).- LETTER FROM EVATT & CO. TO SENIOR INSPECTOR OF MINES, PERAK.A.4 (p.848)

Letter from
Evatt & Co. to
Senior Inspec-
tor of Mines,
Perak.

PPCL/FNM/V

12th July, 1957.

The Senior Inspector of Mines,
Perak, Ipoh.

12th July 1957

Sir,

We have the honour to state that Madam Tong Swee King, who is operating the Khong Heng Kongsii Mine on the land covered by Mining Lease No. 8899, Lot No. 21952 near Papan, approached us sometime ago for a sublease of the lands covered by Mining Leases Nos. 9946, 11646 and 11647 to enable her to dump thereon. We agreed to give her a sublease for a period of 3 years subject to her entering into an agreement in terms of the enclosed draft. Madam Tong Swee King has declined to enter into such agreement for the reasons stated in her letter of 27th June, 1957, a copy of which is also enclosed.

10

2. With regard to the 1931 agreement referred to in Madam Tong Swee King's letter, it does not provide for a renewal of the sub-leases of the lands covered by Mining Leases Nos. 9946, 11646 and 11647 or any of them. The former subleases expired on 31st December 1950, and even if the 1931 agreement did provide for such renewal, which is not the case, we have always disputed her right and her claim, if any, is barred by limitation.

20

3. Since the beginning of 1951 there has been a good deal of litigation relating to the proper construction of the 1931 agreement and the rights of Madam Tong Swee King and Mr. Chan Phooi Hoong thereunder. The dispute was referred to arbitration, and, after a lengthy hearing lasting 8 days, the arbitrator made his award on 30th March, 1953, holding that we are obliged to renew the subleases of the lands held under Mining Leases Nos: 8899, 10217, 11543 and 11544. An application to set aside this award was made to the High Court at Ipoh. By his judgment dated 9th April, 1954, the Judge refused to set aside the award but remitted it to the arbitrator for his decision on 2 points. A further appeal was taken to the Court of Appeal which,

30

40

by its judgment dated 12th April, 1955, wholly set aside the award. An application by Mr. Chan Phooi Hoong and Madam Tong Swee King for leave to appeal to the Privy Council was dismissed.

Exhibits

A.4 (p.848)

Letter from Evatt & Co. to Senior Inspector of Mines, Perak.

12th July 1957

(continued)

10 4. After all this prolonged litigation which involved all the parties in heavy costs, Mr. Chan Phooi Hoong accepted a sublease of Mining Leases Nos: 3899 and 11543 only, a sub-lease which we had all along offered to him. Madam Tong Swee King obtained a sub-sublease from Mr. Chan Phooi Hoong on terms arranged between them and not in accordance with the 1931 agreement on which she apparently placed a lot of reliance again.

20 5. We understood from Madam Tong Swee King's representative that she is willing to transfer to us at cost such lands in the vicinity as may hereafter be alienated to her. This is what is provided for in clause 4 of the draft agreement. What, we gathered, she objects to is the provision in clause 5 of the draft reserving to Mr. Chan Phooi Hoong the option to take a sublease of such new lands. It is perhaps her intention that Mr. Chan Phooi Hoong should have nothing to do with such new lands. We cannot agree to this as it may involve us in another litigation with Mr. Chan Phooi Hoong which we are anxious to avoid.

30 6. We have given a letter to Madam Tong Swee King permitting her to dump on the lands covered by Mining Leases Nos. 9946, 11646 and 11647. This authority expires on 20th July, 1957.

7. We are writing this letter to you as it is likely that Madam Tong Swee King will apply to you for a dumping order. We are placing these facts before you for your consideration should such an application be made. Our representative will be only too willing to call at your office to discuss this matter should you so desire.

We are, Sir,

Your obedient servants,

40

Sd: Evatt & Co.
.....

Secretaries.



IN THE JUDICIAL COMMITTEE
OF THE PRIVY COUNCIL

No. 1 of 1971

ON APPEAL FROM
THE FEDERAL COURT OF MALAYSIA

B E T W E E N:

PEGANG MINING COMPANY LIMITED
(formerly known as PEGANG
PROSPECTING COMPANY LIMITED)

Appellants

- and -

1. CHOONG SAM
2. LEE CHIM YEE AND CHAN HON
PENG (f) AS EXECUTORS OF
THE ESTATE OF CHAN PHOOI
HOONG DECEASED
3. TONG SWEE KING (f)
AS EXECUTRIX OF THE ESTATE
OF HO KOK YEW (DECEASED)

Respondents

RECORD OF PROCEEDINGS

(VOLUME 3)

Exhibits - pages 277 to 411

PARKER GARRETT & CO.,
St. Michael's Rectory,
Cornhill,
London, EC3V 9DU

Solicitors for the
Appellants

GRAHAM PAGE & CO.,
51, Victoria Street,
London,
SW1H 0EU

Solicitors for the
Respondents