

the said piece or parcel of land hereinbefore described, or any part or parts thereof, and all necessary erections and buildings thereon for the purposes of any such railroad, tramway, or other roads, or for the purposes of any such public works as aforesaid, without being liable to pay to the lessees, their successors or assigns, any compensation whatever for any land taken for or in the construction of the said works hereinbefore mentioned, or any of them, or any part or parts thereof respectively, or by reason of the exercise of any other rights reserved to the lessor by these presents :

And also excepting and reserving out of this demise all gold, silver, and other metals and minerals, except coal, found under or upon the said land, and also the right of cutting timber upon the said land for the purposes of the Government of the said Colony of New Zealand : And also excepting and reserving out of this demise full and free right of using any roads the lessees may at any time during the continuance of this lease construct or make on the said land, provided that such use does not unnecessarily interfere with the said lessees, their successors or assigns :

To have and to hold the said mines, layers, seams, veins, and strata of coal within, upon, or under the said piece or parcel of land, or any part thereof, and all and singular other the premises hereby demised, or intended so to be, with the appurtenances, unto the said lessees, their successors and assigns, from the first day of August, one thousand eight hundred and seventy-three, for and during and unto the full end and term of twenty-one years thence next ensuing, and fully to be complete and ended :

Yielding and paying therefor the yearly rent or sum of twenty pounds for and during each and every year of the said term hereby granted, and payable annually on the thirty-first day of July in each year : And also yielding and paying therefor the rent or royalty of sixpence per ton for every ton of coal which shall be dug, raised, gotten, and taken from the pit's mouth of the said mines hereby demised, until the railway now in course of construction on the south side of the River Grey, in the Province of Westland, in New Zealand, from Brunnerton to Greymouth, be completed and fit for traffic : And after the completion as aforesaid of the said railway, yielding and paying therefor the rent or royalty of two shillings and sixpence per ton for every ton of coal which shall be dug, raised, gotten, and taken from the pit's mouth of the said mines, and which could be and is not carried by the said railway ; such rent or royalty to be paid half-yearly on the thirty-first days of July and January in every year :

Provided always that no such rents or royalties as aforesaid shall be demanded for or on account of any coal to be carried by the said railway : And provided also that no such rents or royalties as aforesaid shall be demanded for or on account of any coal to be used or consumed by fire-engines, steam-engines, or whinsies to be erected for draining or drawing water or coals from the said collieries or mines, or on account of any coals to be used by the workmen to be employed in or about the said works and premises as are customary to be allowed for them for their domestic purposes, nor for the purpose of making bricks or tiles to be used in erecting or building any wharf, quays, warehouses, bridges, erections, or buildings in, upon, or under the said land at any time or times during the continuance of the said term :

Provided also, and it is hereby expressly declared and agreed by and between the said parties to these presents, that in case, at any time or times during the continuance of the said term of twenty-one years hereby granted, or intended so to be, the aforesaid rents, royalties, reservations, or any one or more of them, or any part thereof respectively, shall be in arrear and unpaid for the space of twenty-one days next after any or either of the said days or times of payment, whereupon the same ought to have been paid as aforesaid, then and in every such case, and so often as the same shall happen, it shall and may be lawful to and for the lessor, or her heirs, successors, and assigns, or her or their officers or servants, or other the person or persons entitled to receive the said rents, royalties, or reservations, or his or their agents or servants, not only to stop, hinder, and obstruct the loading, vending, and carrying away any coals from off the said premises, but also to enter upon, seize, and distrain, and to sell and dispose of, all the coals lying above ground, and also all the horses, cattle, carriages, engines, and other utensils, and all materials used and employed for working the said mines and collieries, to the intent thereby and therewith to pay and satisfy the said rents, royalties, reservations, and sums of money hereby reserved, which shall be then due and not paid or satisfied, together with the full costs and charges to be occasioned by such neglect, distress, and sale, rendering upon demand the surplus (if any) to the owner or owners of the cattle, goods, and chattels so to be distrained and sold as aforesaid :

And the said lessees do hereby, for themselves, their successors and assigns, covenant, promise, and agree to and with the lessor, her heirs, successors, and assigns, and the owner or owners of the said piece or parcel of land for the time being, and his, her, and their assigns, in manner following, that is to say, that they the said lessees, or their successors or assigns, shall and will, during the continuance of the said term of twenty-one years, well and truly pay, or cause to be paid, the said rents and royalties hereinbefore reserved as and when the same shall become due and payable, without any deductions, according to the true intent and meaning of these presents :

And also shall and will pay and discharge all rates, taxes, and assessments which now are or at any time hereafter during the continuance of the said term shall be taxed, charged, assessed, or imposed upon the said hereditaments and premises, or upon the coal to be raised or gotten therefrom, or the money which shall arise from the sale thereof, or the rents and royalties thereby reserved :

And also that they, the said lessees, their successors or assigns, shall and will raise and get from the said mines, and have ready for sale and delivery during the first year from the date of these presents, at least two thousand tons of consumable coal, and during the second year at least five thousand tons of such coal, and during the third year, and each and every subsequent year of the said term of twenty-one years, at least fifteen thousand tons of such coal, imperial measure :