

demised or any part thereof, or let, underlet, or demise the same unto any person or persons, without the license or consent in writing of the Secretary for Crown Lands of the said colony for the time being, or the owner or owners of the said lands, or his, her, or their duly-authorized agent.

And it is hereby declared and agreed, and these presents are upon this express condition, that if the said rents or royalties, or any part thereof respectively, shall not be duly paid as and when the same shall respectively become due and payable, but shall be behind or unpaid for the space of twenty-one days next after any one of the several times whereon the same ought to have been paid as aforesaid, whether the same shall have been demanded or not, or in case of the breach, non-performance, or non-observance of all or any or either of the covenants, clauses, articles, provisoes, and agreements herein contained or implied, then and thenceforth for all or any of the causes aforesaid and at any time thereafter (although no advantage shall have been taken of a previous default) it shall be lawful for the lessor, her heirs, successors, and assigns, or the owner or owners of the said parcel of land, or his, her, or their attorney or agent, by notice in writing signed by him, her, or them, or his, her, or their attorney or agent, to revoke, countermand, and determine this demise, and the several liberties, licenses, powers, and authorities by these presents given or granted, or intended so to be; and immediately after such notice shall have been delivered to the said lessees, their successors and assigns, or the secretary, purser, manager, or principal captain for the time being of the said mine, or left for them or him at their or his last known place of business in the said Province of Westland, or the countinghouse of or upon the said mine or mines, or published in the *Government Gazette* of the said colony, this present deed, and the liberties, powers, and authorities hereby granted, and every article, clause, matter, and thing herein contained, shall cease and determine and be utterly void (save and except so far as concerns and for the purpose of enforcing any right of action which shall have accrued to either of the said parties hereto, his, her, or their respective heirs, successors, executors, administrators, or assigns, by reason of any breach of all or any or either of the covenants and agreements herein contained or implied):

And it shall be lawful for the lessor or her officers, or the owner or owners of the said land, or his, her, or their agents or assigns, in and upon the said mines and premises hereby demised, and every part thereof, to re-enter, and hold the same freed and discharged of and from all the covenants and agreements herein contained or implied, and also to take possession of and receive all plant, machinery, and property whatsoever of the lessees on the said mines and premises and every part thereof, which plant, machinery, and property shall be absolutely forfeited to the lessor.

And it is hereby declared and agreed that it shall be lawful for the said lessees, their successors and assigns, at the expiration of the term hereby granted, and within twelve calendar months thereafter, to remove all buildings, plant, and machinery erected or placed by them in the demised premises, provided that no unnecessary damage be done to the surface in so doing, and that in no case shall any protection or fencing to a pit or shaft, nor any of the fittings or supports of any mine or any part thereof, be removed.

And it is hereby declared and agreed that if the said lessees, their successors or assigns, shall perform and observe all the covenants and conditions herein contained or implied, and shall be desirous of obtaining a fresh lease of the mines and premises hereby demised at the expiration of the term hereby granted, a fresh lease shall be granted to them for the further term of twenty-one years, upon terms to be mutually agreed upon by the parties hereto within the last twelve months of the term hereby granted; and if the terms upon which such lease is to be granted cannot be agreed upon by the parties, then such terms shall be settled by two arbitrators, one to be appointed by the lessor or her officers, her successors or assigns, and the other by the lessees, their successors or assigns, or by an umpire to be chosen by the arbitrators before entering on the consideration of the matters referred to them; and if either party shall neglect to appoint an arbitrator for the space of twenty-one days after a notice in writing so to do shall have been given to him by the other party, or shall appoint an arbitrator who shall refuse to act, then the arbitrator appointed by the other party shall make a final decision alone; and every such arbitration shall be subject to the provisions as to arbitration contained in "The Supreme Court Practice and Procedure Amendment Act, 1866," except where the same are hereby expressly varied, and every submission to arbitration may be made a rule of the Supreme Court of New Zealand on the application of either party.

And it is hereby further declared and agreed that it shall be lawful for the lessees, their successors or assigns, at any time during the last five years of the term hereby granted, to purchase the fee-simple of any part of the land hereby demised whereon any of their works may be, at the price of five pounds per acre:

Provided always that they shall not at any one time purchase less than twenty nor more than fifty acres, and that the total amount of land so to be purchased shall not exceed one hundred and fifty acres, and such purchases, if made, shall include all rights to mine for coal beneath the surface: Excepting and always reserving to the said lessor, her heirs, successors, and assigns, and her, his, and their servants and workmen, full and free liberty at all times of taking, holding, and using such portion of the land purchased as aforesaid as may be required for the purposes of the following works, that is to say, for making, constructing, maintaining, using, and working any railroads, tramways, or other roads, paths, and ways, and other public works in, through, over, and upon the said land so to be purchased as aforesaid, 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, as such purchasers as aforesaid, or their successors or assigns, any compensation whatever for any land taken for or in the construction of the said works hereinbefore mentioned, or any or either of them whatsoever, and without being liable to pay any compensation to the lessees, their successors or assigns, or their tenants, or others claiming or holding under them, or by reason of the exercise of any rights hereby reserved to the lessor, her successors or assigns; and also excepting and reserving all mines of gold, silver, and other metals and minerals (except coal) upon or under the same.