

THIS DEED, made the twentieth day of February, one thousand eight hundred and eighty-five, between Te Huia te Rira, Kapa te Aira, and others, whose names or marks are subscribed hereto, all of the Mokau District, in the Colony of New Zealand, aboriginal natives (hereinafter called "the vendors"), of the one part; and Alexander Boswell, of the Town of New Plymouth, mariner; John Swanston, of the same place, tailor; Thomas Atkin Poole, of the Mokau District aforesaid, storekeeper; and Alexander Gilmour, of the Town of Waitara, storekeeper (hereinafter called "the purchasers"), of the other part:

WITNESSETH that it is covenanted and agreed by and between the said parties hereto as follows:—

1. The vendors agree to sell to the purchasers good marketable coal delivered upon a jetty properly constructed for the accommodation of any vessel which can enter the Mokau River, at the rate of four shillings per ton, in such quantities as the purchasers shall from time to time require during the period of twenty years from the date hereof; such coal to be got from any part of the coal seams upon or under the parcel of land described in the schedule hereto that the purchasers may from time to time point out for that purpose: Provided always that reasonable time shall be given in each case for getting out and delivering the quantity required, and for the construction of the necessary works.

2. The purchasers agree to purchase from the vendors such quantities of coal as they may from time to time require during the said period of twenty years at the price and delivered in the manner above mentioned; and also that if the total quantity so purchased in any year during the said period and after the expiration of the first year thereof shall be less than two thousand tons, the purchasers will at the expiration of such year pay to the vendors a sum computed at the rate of one shilling and sixpence per ton for every ton less than two thousand tons purchased during the year.

3. The purchasers agree, whenever requested so to do by the vendors, to get out and deliver in manner hereinbefore provided, on behalf of the vendors, all coal which they the purchasers may from time to time require, and to erect and execute all necessary jetties and works for that purpose, and by way of payment for getting out and delivering such coal and for erecting and executing such jetties and works shall receive from the vendors an allowance at the rate of two shillings and sixpence per ton upon all coal so got out and delivered: Provided always that, if the vendors shall desire the purchasers to get out and deliver coal in accordance with the agreement contained in this paragraph the vendors shall allow the purchasers free access to all parts of the said land for those purposes, and for the construction of all necessary works, and shall from time to time permit the purchasers to cut down and use such timber as they may reasonably require for any of the purposes aforesaid and for the use of the workmen employed by the purchasers, provided always that the purchasers shall properly lay down in grass all clearings made by them.

4. The purchasers shall regularly enter in a book to be kept by them for that purpose an account of the weight of coal from time to time got out and delivered by them ready for shipment, in accordance with the provisions of the third paragraph hereof, and shall on the first day of each calendar month during the said period of twenty years furnish to the vendors a true and correct statement of the quantity of coal so delivered during the last preceding month, and shall at the same time pay to the said Te Huia te Rira and Kapa te Aira for themselves and the other vendors the amount due for all coal purchased by them from the vendors during such month, deducting the allowance of two shillings and sixpence per ton hereinbefore mentioned from the price of all coal got out and delivered by the purchasers in accordance with the provisions of the said third paragraph, and adding six shillings and eightpence each month for timber used.

5. If the purchasers shall fail to pay any moneys payable by them to the vendors for the space of days after the same shall have become due, the vendors may, by a notice in writing signed by all the vendors or their legal representatives and delivered to any one of the purchasers, determine this agreement; and thereupon all coal machinery, apparatus, fixtures, goods, chattels, and effects at the time being upon or about the said land belonging to the purchasers, or to which they may have any claim, shall, so far as such claim shall extend, be forfeited to the vendors, but without prejudice to the right of the vendors to sue for and recover from the purchasers any moneys at the time being owing by them to the vendors.

6. If the vendors shall fail to perform any of the covenants or agreements on their part herein contained, the purchasers shall, in addition to general damages for the breach hereof, be entitled to recover by way of special damages an amount equal to the estimated cost of the works and machinery constructed and erected upon the said land by the purchasers, allowance being made for depreciation.

7. The agreement dated the twenty-second day of December, one thousand eight hundred and eighty-four, and made between the parties hereto providing for the working by them of the coal in and upon the said lands in copartnership, is hereby absolutely rescinded as from the date of the execution thereof.

8. Nothing herein contained or implied shall be construed or taken to confer or affect to confer upon the purchasers, or any of them, any estate, right, title, or interest in the said land described in the schedule hereto, or in any Native land whatsoever; but these presents shall be read and construed as a personal agreement only between the parties hereto and their respective executors and administrators; and anything herein contained or implied which, but for the provisions of this paragraph, might be construed or deemed to have the effect of conferring, or to be intended to confer, any such estate, right, title, or interest, is hereby declared to be absolutely revoked, cancelled, and annulled in so far as such effect or intended effect is concerned, but not otherwise.

In witness whereof the said parties hereto have hereunto signed their names and affixed their seals the day and year first above written.

Schedule.

All that parcel of land situate on the northern bank of the Mokau River, commencing at the Tauherepu Creek, and bounded thence towards the south by the Mokau River to the mouth of the