

Mangakawhia Creek; thence towards the north-east by the Mangakawhia Creek; thence towards the north and west by the northern and western boundaries of the land belonging to the Ngatitu hapu; to the point of commencement.

Huia te Rira.	Ngahiraka Tawhana.
Te Kapa Aira.	Te Aria te Huia.
Marei Kura.	Nga Muna.
Kuia Puru.	Kiwa te Awa.
Rangiawahio.	Kaititiro Onei ingoa.
Waata Rira.	Wetere te Rerenga.
Ngarau Kura Rira.	Ateha o.
Kau Rime.	Mokau.
Rangi Auraki.	Topuni (his mark x).
Korota Tamihana.	Witness: Kingi Wetera.

Signed, sealed, and delivered by the said Te Huia te Rira and Aira te Kapa, after the same had been read over and explained to them in the Maori language by Charles Brown, a licensed interpreter, and they appearing to understand the same, in the presence of R. A. PATERSON, settler, Mokau.

ALEX. BOSWELL.
JOHN SWANSTON.
THOMAS ATKIN POOLE.
ALEX. GILMOUR.

Signed, sealed, and delivered by the said Alexander Boswell, John Swanston, Thomas Atkin Poole, and Alexander Gilmour, in the presence of R. A. PATERSON, settler, Mokau.

AN AGREEMENT made the nineteenth day of February, one thousand eight hundred and eighty-five, between Te Huia, Te Rira, Te Kapa, Te Aira, Marei Kura, and others, whose signatures or marks are hereunto subscribed (hereinafter called "the vendors"), of the one part, and George Stockman, of the Tikorangi District, in the Provincial District of Taranaki, in the colony aforesaid, settler (hereinafter called "the purchaser"), of the other part.

WHEREBY the said parties hereto mutually promise and agree as follows:—

1. The vendors agree to sell to the purchaser 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 (4s.) four shillings per ton, in such quantities as the purchaser shall from time to time require during the period of twenty-five 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 purchaser 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 purchaser agrees to purchase from the vendors such quantities of coal as he may from time to time require during the said period of twenty-five 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 term, and, after the expiration of the first year thereof, shall be less than two thousand tons, the purchaser 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 such year.

3. The purchaser undertakes, whenever requested so to do by the vendors, to get out and deliver, in manner aforesaid, on behalf of the vendors, all coal which he, the purchaser, may from time to time require, and to erect and execute all necessary jetties, tramways, and works for that purpose; and, by way of payment for getting out and delivering such coal, and for erecting and executing such jetties, tramways, and works, the purchaser shall receive from the vendors an allowance or drawback at the rate of two shillings and sixpence per ton upon all coal so got out and delivered by the purchaser: Provided always that if the vendors shall require the purchaser to get out and deliver coal in accordance with the undertaking contained in this paragraph, they shall provide, without charge and in convenient situations, such growing timber as may be reasonably required for the construction of any works necessary for such getting out and delivery.

4. The purchaser shall regularly enter in a book, to be kept by him 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-five 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 the amount due for all coal purchased by him 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 purchaser in accordance with the provisions of the said third paragraph.

5. If the purchaser shall fail to pay any moneys payable by him to the vendors for the space of thirty-one 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 the purchaser, determine this agreement, and thereupon all coal, machinery, apparatus, fixtures, goods, chattels, and effects belonging to the purchaser, or to which he shall have any claim, situated at the time being upon the said land, shall be forfeited to and become the property of the vendors, so far as such claim shall extend, but without prejudice to the right of the vendors to sue for and recover from the purchaser any moneys at the time being owing by them to the vendors.

6. If the vendors shall fail to perform any of the promises or agreements on their part herein contained or implied, the purchaser shall, in addition to general damages for the breach hereof, be