

Form of Lease.

THIS deed, made the day of , one thousand eight hundred and , in pursuance of "The Mining Act Amendment Act, 1892," between His Excellency , Governor and Commander-in-Chief in and over Her Majesty's Colony of New Zealand and its Dependencies, and Vice-Admiral of the same (hereafter called "the said lessor"), of the one part, and (hereinafter called "the said lessee"), of the other part, witnesseth that the said lessor doth hereby demise and lease unto the said lessee, executors, administrators, and assigns, all that piece or parcel of land situate in the Township of , in the County of Westland, containing , and being Section No. on the map of the Township of aforesaid, in the Land Survey Office at Hokitika, in the said county, and as the same is more particularly delineated in the plan drawn in the margin of these presents and therein coloured . To hold the same unto the said , executors, administrators, and assigns, for the term of years from the day of . Yielding and paying unto Her Majesty the Queen, her successors and assigns, the rent or sum of on the day of in each and every year during the said term, such rent to be paid from time to time in advance: Provided always, and it is hereby expressly declared and agreed, that these presents shall be construed and taken to be a demise of the surface of the said land only, and shall not entitle the said lessee, executors, administrators, or assigns, to mine for gold, or to extract, dig, or search for any other metals or minerals therein or thereon, nor to break the surface of the said land: [*Provided further, and it is hereby further expressly declared and agreed, that the said lessee, executors, administrators, and assigns, shall have no claim for compensation either against the said lessor, Her Majesty the Queen, or any other person or persons or body or bodies corporate whomsoever or whatsoever, for or on account of any loss which the said lessee, executors, administrators, or assigns, may sustain for and on account of any damage which may be caused or arise from mining operations carried on below the surface of the said land hereby demised or the lands adjoining thereto.]. And the said lessee, for executors, administrators, and assigns, doth hereby covenant, promise, and agree with and to the said lessor, his successors and assigns, that the said lessee, executors, administrators, or assigns, shall and will from time to time well and truly pay the said rent as hereinbefore appointed. And also that , the said lessee, executors, administrators, or assigns, shall not nor will part with, assign, or underlet the said land hereinbefore demised without the consent in writing of the said lessor his successors or assigns, or of some person duly authorised to give such consent on behalf of the said lessor for that purpose first had and obtained. And also that the said lessee, executors, administrators, and assigns, shall not nor will mine for gold on the said land hereby demised, or extract, dig, or search for any metal or mineral therein or thereon, and shall not break the surface of the said land. [*And also that , the said lessee, executors, administrators, or assigns, shall not at any time commence or prosecute any action or suit or take any proceedings against any person or persons or body or bodies corporate whomsoever or whatsoever to obtain or recover any compensation or damages for any loss or injury which may arise or be caused by, through, from, or on account of any mining operation or operations which may be carried on below the surface of the said land hereby demised or the lands adjoining thereto.]. Provided lastly, that, if the said rent hereinbefore reserved shall be in arrear and unpaid for the space of twenty-one days next after any of the days or times when the same ought to be paid in advance as aforesaid, although no formal demand shall have been made thereof, or if the said lessee, executors, administrators, or assigns, shall for six months continuously abandon or desert the said land, or if the said lessee, executors, administrators, or assigns, shall neglect or fail to observe, fulfil, and keep all or any of the covenants herein contained or implied, then, in any or either of such cases, it shall be lawful for the said lessor, his successors or assigns, or any person or persons thereunto duly authorised, for and on behalf of Her Majesty the Queen, into and upon the said demised land to re-enter, and therefrom and thereout the said lessee, executors, administrators, or assigns, and all persons claiming through or under , to eject, evict; and thereupon this present demise shall be absolutely forfeited and determined, but without releasing the said lessee, executors, administrators, or assigns, from the payment of all or any arrears of rent, or from any action or suit for or on account of any preceding breach of contract.

In witness whereof the said lessor, by and with the advice and consent of the Executive Council of the said colony, and the said lessee, have hereunto set their hands the day and year firstly hereinbefore written.

Signed by the within-named lessor in the presence of—A.B.

(Lessor.)

Signed by the within-named lessee in the presence of—C.D.

(Lessee.)

ALEX. WILLIS,
Clerk of the Executive Council.

*Ross only.

[Extract from Gazette No. 59, of 27th July, 1893.]

AMENDED AND ADDITIONAL REGULATIONS UNDER "THE MINING ACT, 1891."

GLASGOW, Governor.

WHEREAS, by the three hundred and forty-first section of "The Mining Act, 1891," it is enacted that it shall be lawful for the Governor, subject to the provisions of the said Act, from time to time to make, alter, amend, and revoke regulations for all or any of the purposes therein mentioned:

And whereas, in pursuance and exercise of the hereinbefore in part recited authority, regula-