the solicitors to the company, and the costs of the company of or in connection therewith shall be paid by the lessee.

25. Nothing in this agreement shall constitute or be deemed to constitute a partnership between the said parties.

26. The lessee shall cause all necessary agreements to be filed before the allotment and issue of any shares which are issued as fully paid to the Kauri Freehold Gold Estates (Limited).

27. If any matter arise not provided for by these regulations, such matter shall be dealt with by the Auckland manager of the Kauri Freehold Gold Estates as nearly as possible in accordance with the mining regulations for the time being in force under the Mining Acts of New Zealand, and the decision of such manager shall be final and absolute.

28. Provided that these regulations are framed on the express condition that no grant of privilege herein contained shall be construed to confer or guarantee any right or privilege other than the said company may itself lawfully give or grant.

29. The term "company's estates" herein used shall mean the whole of the Kauri Freehold Gold Estates (Limited) freehold land, comprising about 36,000 acres, subject to such reservations as are stated in the schedule hereto, and to such further reservations as the company may from time to time decide upon and notify to inquirers at the company's office in Auckland.

30. The blocks of land to which these regulations apply and refer are the following—known as "Te Ranga," "Hikatawatawa," "Horongoherehere," "Kaeaea," and "Waitekauri."

SCHEDULE.

The said right to prospect or lease shall not extend to or over—

(*a*.) Properties, blocks, or areas which have been selected and which have been or are from time to time being pegged out by the company, or any person or company claiming under it, or which the company may have agreed to sell or have sold at or before the time when the lessee exercises the right to select and *peg* out a block or blocks in accordance with these regulations.

(*b*.) Town sites or properties suitable for the erection of shops, houses, or similar buildings now or hereafter to be selected by the company.

(*c*.) Land reserved to the company in accordance with clause 4 hereof.

(*e*.) The company reserves the surface rights to such area of land on the sea-coast as may be comprised within a distance of 1,000 yards inland from high-water mark.

By Authority: John Mackay, Government Printer, Wellington.—1896.