

may remove their mill and plant or any part thereof to any other part of the said lands if in their opinion by so doing they can get nearer to the localities where the timber-supply they require is standing or lying.

9. The lessees shall have the right upon the expiration or sooner determination of these premises to remove the mill and machinery and all buildings erected thereon provided however that the lessors shall have the option before removal of purchasing any of the buildings at valuation. If the lessees work out the bush on both blocks of land before the expiration of the term hereinbefore mentioned this deed shall become null and void and the lands shall revert absolutely to the lessors.

10. No fires shall be lit by any person or his servants agents or workmen without the consent of both lessors and lessees provided however that such consent shall not be unreasonably withheld or without good cause assigned by the party so refusing to consent.

11. The lessees will pay a half-share of any rates or taxes levied on those parts of the lands whereon they hold timber rights under these premises.

12. The lessees will cut the timber on the said lands in a systematic manner and will take the land in sections of reasonable area and complete one section before commencing another. Upon a section of the land being completed by the lessees and all the trees required by them being felled and removed the lessees will hand over such section of land to the lessors in order that the lessors if they so desire may utilise the land so stripped of marketable timber for their own purposes. If any dispute shall arise between the parties as to whether the lessees should hand over a section of land to the lessors and as to whether such section has been worked out by the lessees or not such dispute shall be referred for settlement to the President of the Waiariki Maori Land Board whose decision will be final and binding upon the parties.

13. The lessees shall not assign underlet or part with the possession of their interests or any part thereof under this deed of lease to any European or Europeans for the first four years of the term without the consent in writing first had and obtained of His Excellency the Governor provided however that the lessees may mortgage their buildings plant and machinery to any European if they find it necessary to borrow money to assist them in their milling industry.

14. The lessors will forthwith at their own expense have a proper survey made of the said blocks of land whereupon the lessees at their own expense will have the bush lands surveyed. If the lessors are unable to pay for the cost of their survey then the lessees will pay same and deduct the amount so paid by them out of the royalty moneys of the lessors.

15. All disputes arising between the parties hereto other than the dispute provided for by clause 12 hereof or any misunderstandings or disagreements in connection with these premises or the work shall be referred to two arbitrators one to be appointed by the lessors and the other by the lessees or their umpire in conformity with the provisions of "The Arbitration Act 1890" and its amendments and the award of such arbitrators or their umpire shall be final and binding on both parties hereto.

16. If the royalty hereby reserved shall be in arrear for one month the same may be levied by distress. If the said royalty or any part thereof shall be in arrear and unpaid for the space of two months after any of the days hereinbefore appointed for the payment of same or if there shall be a breach by the lessees of any of the covenants conditions or restrictions herein contained or implied being continued for the space of one month after notice in writing stating the nature of such breach shall have been given to the lessees by the lessors it shall be lawful for the lessors to enter upon the said lands and thereby determine this deed of lease and that without releasing the lessees from their liability in respect of any royalty due or of any preceding breach of covenant or condition.

17. The term "lessors" shall bind the Native proprietors their heirs and successors and the term "lessees" shall bind the successors and assigns of the said Hone Mariana, Kihihori Te Hira, and Pera Mariana.

In witness whereof the said _____ have hereunto subscribed their names the day and year first above written.

FIRST SCHEDULE.

Native Proprietors in Tautara Block.

[Here follows list of names.]

Native Proprietors in Rotoma No. 1 Block.

[Here follows list of names.]

SECOND SCHEDULE.

All that piece or parcel of land called Tautara Block containing by admeasurement acres more or less situated in the Rotoma Survey District and delineated on the plan drawn hereon edged green.

All that piece or parcel of land called Rotoma No. 1 Block containing by admeasurement acres more or less situated in the Rotoma Survey District and delineated on the plan drawn hereon edged green.

Signed by the said _____ }
in the presence of— }
Signed &c. (with usual Native attestation) }

[Here follow the two plans.]

[Here follows the certified translation.]