

APPENDIX B.

AN AGREEMENT, made the _____ day of _____, 1906, between the persons named and described in the first column at the foot hereof or any duplicate hereof, being such of the owners of the blocks of land described in the schedule hereof as shall sign these presents or any duplicate hereof (who and whose executors, administrators, successors, and assigns are hereinafter called the Vendors), of the one part, and the Tongariro Timber Company (Limited) (which, and its successors and assigns, are hereinafter called the Company), of the other part: Whereby it is agreed as follows:—

1. Each of the Vendors (on executing these presents) hereby agrees, subject to the provisions hereinafter contained, to sell, and the Company hereby agrees to buy, for the purpose of cutting for timber, all the totara, matai, maire, kahikatea, rimu, toatoa, kahikawaka, manaoa, kowhai, miro, rewarewa, hinau, and kahikatoa trees, being of a diameter of not less than eighteen inches at a length measured one foot from the ground-line, at the date hereof fit for cutting for timber purposes, standing or being upon all those blocks of land described in the schedule hereto, and delineated on the plan drawn hereon and coloured red, all which trees are hereinafter referred to as "the said trees."

2. The property in the said trees shall pass to and vest in the Company immediately upon the execution of these presents if it is lawful or legally possible for the Company to then acquire the same upon the terms set forth herein.

3. If it is not lawful or legally possible for the Company to acquire any property in the said trees or any of them whilst standing, upon the terms set forth herein (on the ground that if it did it would be acquiring an estate or interest in the said piece of land or for any other reason), then the property in each of the said trees shall (subject to the provisions of paragraph 4 hereof) pass to and vest in the Company immediately on such tree being at any time felled, whether by the Vendors or any of them, or by the Company, or any other person or persons, and whether in pursuance or intended pursuance of these presents or not.

4. If it is neither (a) lawful nor legally possible for the Company to acquire property in the said trees or any of them as provided in paragraph 2, nor (b) lawful for the Vendors to contract as in paragraph 3, nor legally possible for them to bind themselves and the property in the said trees as therein provided, then the property in any of the said trees shall pass to and vest in the Company immediately on such tree being at any time felled, either by or on behalf of the Company, or by or on behalf of the Vendors or any of them, in pursuance or intended pursuance of these presents.

5. Subject to the provisions contained in paragraphs 8, 9, and 10 hereof, each Vendor as from the date of the execution of these presents by him or her doth hereby give to the Company full license and permission at any time and from time to time to enter upon any part of the said blocks of land, and to fell and cut all or any of the said trees or any other trees then standing on the said blocks of land, and to remove and take away all or any of the said trees and all other trees when felled either by the Company or by the Vendors or any of them, or any other person or persons, or otherwise in any way severed from the land; and for all or any of such purposes to make, maintain, and use all such roads, tracks, bridges, and tramways upon any part of the said blocks of land as the Company may require, and to use any rivers or streams flowing through or along the boundary of the said blocks of land for the purpose of floating down the said trees, and to construct such dams and booms as the Company shall deem necessary; and to cut and use any timber or wood they may find on the said blocks of land convenient for the making or maintaining of any such roads, tracks, bridges, or tramways, and dams or booms.

6. The respective Vendors shall and will, at their own cost and expense, forthwith take all steps and proceedings which may be necessary to enable them to grant to the Company a registrable title to the said trees and to the rights and other benefits and advantages intended to be secured by this agreement. And the Company shall and will, at its own cost, do and take all acts, steps, deeds, and proceedings reasonably within its power to assist the Vendors in procuring such registrable title.

7. When and so soon as the Vendors shall be in a position to grant a registrable (or otherwise valid) title to the said trees and to the said rights, benefits, and advantages, the Vendors will, at their own cost, execute such documents, instruments, and assurances, and do all such other acts, matters, and things as shall be necessary to grant to or vest in the Company a registrable title as aforesaid, but all such documents, instruments, and assurances shall be prepared and registered and completed by and at the cost of the Company.

8. The Company shall not be bound to purchase the trees standing or being upon any acre of land which does not contain trees of the kind or any of them described in paragraph 1, aggregating at least 30,000 feet superficial of timber measured as provided by paragraph 10, *unless such acre shall have been or be part of the lands selected, marked off, and surveyed under the provisions of paragraph 10 hereof*: Provided that the company shall not be compelled to purchase any of the said trees unless the lands selected as provided in the said paragraph 10 shall contain at least five hundred million feet of inch superficial totara and matai timber. The Company in cutting the said trees shall as far as practicable do so in such a manner as to leave in final form rectangular areas of cleared land, and for the purposes of these presents the Company shall from