

to in clause 10 hereof, and that the syndicate is satisfied as to the title to the property described in the said schedule and to the terms and conditions on which the same is held, and the company shall have become entitled to commence business, the vendor or the attorneys of the vendor by notice in writing to the syndicate, or the syndicate by notice in writing to the vendor or the attorneys of the vendor, addressed as mentioned in clause 11 hereof, may cancel this agreement, in which event neither party shall have any claim whatsoever against the other, whether for costs, charges, expenses, or otherwise.

13. This agreement, although in part relating to property in New Zealand, shall be deemed to be an agreement executed and to take effect in England, and shall be construed and operate accordingly.

14. The syndicate or the company shall cause this agreement or some other sufficient agreement to be duly filed with the Registrar of Companies pursuant to section eighty-eight of the Companies (Consolidation) Act, 1908, and also in the case of shares allotted to the vendor's nominees or those of his said attorney shall cause a sufficient contract to be so filed constituting the title of such nominees.

In witness whereof these presents have been signed on behalf of the vendor by Frederick James Savill and Thomas Chapman, the attorneys of the vendor duly authorized in that behalf by a power of attorney given under the seal of the vendor dated the twenty-ninth day of March, one thousand nine hundred and eleven, and the syndicate have caused their common seal to be hereunto affixed the day and year first above written.

The common seal of the Ethelburga Syndicate (Limited) } [L.S.]
was hereunto affixed in the presence of—

FRANCIS M. VOULES, }
W. R. SOUTHEARD, } Directors.
A. R. BENNETT, Acting-Secretary.

Signed, sealed, and delivered on behalf of the Parapara }
Iron-ore Company (Limited) by Frederick James } F. J. SAVILL. [L.S.]
Savill and Thomas Chapman, its duly authorized } THOMAS CHAPMAN. [L.S.]
attorneys, in the presence of—

H. M. COHEN,
14 St. Helen's Place, London E.C., Solicitor.

THE SCHEDULE BEFORE MENTIONED.

Part I.

Freeholds.

1. All that parcel of land containing by admeasurement 4 acres 2 roods 7 perches, more or less, being part of Section 76 on the plan of the District of Parapara, in the Provincial District of Nelson: bounded towards the north-west, 755 links, by a public road; towards the north-east, 600 links, by other part of the said Section 76; towards the south-east, 755 links, by other part of the same Section 76; and towards the south-west, 601 links, by Crown lands: subject to the rights and privileges reserved in favour of one William Thomas Locke Travers, now deceased, his heirs and assigns, in and by a certain deed of conveyance dated the 25th day of November, 1881, registered at Nelson, No. 18358, and made between the said William Thomas Locke Travers of the one part and the New Zealand Hæmatite Paint Company (Limited) of the other part.

2. Also all that strip of land of the width of 100 links situate in Parapara, in the Provincial District of Nelson aforesaid, being part Section No. 71 on the plan of the District of Milnthorpe Suburban, in the said Provincial District: subject to the reservation contained in a certain deed dated the 28th day of January, 1879, made between Grace E. O'Sullivan of the one part and the New Zealand Hæmatite Paint Company (Limited) of the other part, and registered as No. 17047.

3. Also all that the full and free right, liberty, and license to construct and use so much of a certain water-race or lead as runs through all that parcel of land being Section 77 on the plan of the District of Parapara, in the Provincial District of Nelson aforesaid, and also to use a certain tramway through and over sections numbered respectively 76, 75, and 73 on the said plan.

The above are comprised and more particularly described in conveyance registered No. 34823, Nelson Deeds Registry.

Leasehold and other Interests.

4. All that piece or parcel of land containing by admeasurement 56 acres and 36 perches, more or less, and situate in the Provincial District of Nelson, being section numbered 122 on Square 14 and bounded as follows: On the north-eastward, 109 links partly by Section 77 and partly by a public road, 600 links by part of Section 78, 1400 links by Section 76, 226 links by Section 149; on the south-eastward, 2698 links by Section 149; on the south-westward, 1881 links by Crown land; and on the north-westward, 2791 links by Crown land: and all mines, veins, and strata of coal, copper, and other minerals therein appertaining thereto except gold.

The above is held under deed of lease dated the 9th day of August, 1907, for a term of twenty-one years from the 1st July, 1907, at a yearly rent payable in advance on the 1st day of January of £5 12s., subject to the deductions specified in section 19, subsection (4), of the Third Schedule of the Land Act 1877 Amendment Act, 1882, and at a royalty of one-twenty-fifth part of all such coal or other minerals as shall during the continuance of the lease be dug, raised, gotten, or taken from the said parcel of land, excepting on such coal as may be necessarily used by the lessees for carrying on the mining operations specified or implied in the lease. The lease contains a reservation in favour of the Crown to make and use railways, roads, tramways, or other roads or paths over the land, of using, letting, and demising any part or parts of the surface not required by the lessees for the purpose of working the mines and seams of coal, copper,